

Connecticut Residential and Small Commercial Disclosure Statement and Terms of Service

This is an agreement for electric generation service between National Gas & Electric, LLC, LLC (National Gas & Electric, LLC) and you, for the service address or addresses set forth in your Welcome Letter or Electric Service Agreement. Together, this Disclosure Statement, including the terms of service set forth herein, and your Welcome Letter or Electric Service Agreement collectively describe your agreement with respect to your purchase of electric generation service from National Gas & Electric, LLC (Agreement). You will be bound by all the provisions of the Agreement, as they may be amended from time to time. National Gas & Electric, LLC is licensed by the Connecticut Public Utilities Regulatory Authority to offer and supply electric generation services in Connecticut. We set the electric generation service prices that you pay. Your Electric Distribution Company will deliver the electric generation to you. The Public Utilities Regulatory Authority regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

Definitions

- Small Customer – A residential or commercial customer that has a peak demand of 500 kilowatts or less during the most recent consecutive 12-month period.
- Residential Customer—A customer served under Connecticut Light & Power's residential tariff rates nos. 1, 5, or 7 or a customer served under United Illuminating Company's residential tariff rates R or RT.
- Electric Distribution Company (EDC) – The public utility providing facilities for the distribution of electricity to retail customers.
- Generation Charge – Charge for production of electricity.
- PURA – the Connecticut Public Utilities Regulatory Authority (formerly Department of Public Utility Control).
- Transmission Charge – Charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.

Right of Cancellation – You have the right to cancel this service agreement until midnight of the third business day after the date that you receive this written agreement. To cancel this service agreement, you can email National Gas & Electric, LLC at service@NGandE.com, or by calling National Gas & Electric, LLC at 1-888-442-0002.

Terms of Service

BASIC SERVICE PRICES.

Your rate plan will be as specified in your Welcome Letter or Electric Service Agreement.

Fixed Rate Plan: Rate that does not change for a specified period of time of not less than four complete billing cycles. You will pay the fixed rate per kWh as specified in your Welcome Letter or Electric Service Agreement for the length of your Term. You may also pay a monthly administrative fee, the amount of which, if applicable, is disclosed in your Welcome Letter or Electric Service Agreement.

Monthly Variable Rate Plan: Rate that does not change for 30 days, a complete calendar month, or one complete billing cycle. A plan where your rate may vary according to business or market conditions, but may not be exceeded for at least the first three billing cycles.

Disclosure of Current EDC Charges: You can review your existing electric generation service charge for purposes of comparison to your rate under this Agreement by going to energizect.com and select your rate class information.

The rate you pay National Gas & Electric, LLC will include the Generation Charge and Transmission Charge. Your price does not include applicable Connecticut sales tax or any local tax. You are responsible for any and all taxes (whether passed through to you on EDC's bill as a separate line item or as part of the price of electricity, as required by law, rule or regulation) and EDC charges for delivery and distribution services. Except as otherwise provided in this Agreement or as required by law, all taxes of whatsoever kind, nature and description, due and payable with respect to your performance of your obligations under this Agreement, will be paid by you. If you are a tax-exempt entity, you must provide National Gas & Electric, LLC with the necessary certificates and other documentation to qualify for such status. Information on the EDC's Standard Service rate, and how to find your current electric generation service rate on your bill, is available on the EDC's website.

BILLING. NATIONAL GAS & ELECTRIC, LLC SERVICES ARE ONLY A PORTION OF YOUR TOTAL MONTHLY BILL FOR DELIVERY OF ELECTRICITY. YOUR EDC WILL CONTINUE TO ISSUE A MONTHLY BILL AND THE BILL WILL INCLUDE BOTH YOUR TRANSMISSION CHARGE AND YOUR GENERATION CHARGE, AND ANY OTHER CHARGES INCURRED IN ACCORDANCE WITH THIS AGREEMENT. BILLS WILL CONTINUE TO BE BASED ON ACTUAL OR ESTIMATED METER READINGS. NATIONAL GAS & ELECTRIC, LLC WILL USE THE SAME METER READING INFORMATION FROM THE EDC TO DERIVE YOUR GENERATION CHARGES. UNLESS OTHERWISE PROVIDED HEREIN, YOUR PAYMENT TERMS WILL BE GOVERNED BY THE TERMS OF THE EDC'S TARIFF. NATIONAL GAS & ELECTRIC, LLC DOES NOT PAY OR ARRANGE FOR THE PAYMENT OF ANY OUTSTANDING DEBTS OWED BY YOU TO THE EDC OR A PREVIOUS ELECTRIC SUPPLIER.

LENGTH OF AGREEMENT (TERM). THE TERM OF THIS AGREEMENT IS AS SPECIFIED ON YOUR WELCOME LETTER OR ELECTRIC SERVICE AGREEMENT. WITH THE EXCEPTION OF A NEW METER INSTALLATION OR SPECIAL METER READING DATE, YOU WILL BUY YOUR ELECTRIC GENERATION SERVICE FOR THE SERVICE ADDRESSES SET FORTH IN YOUR WELCOME LETTER OR ELECTRIC SERVICE AGREEMENT FROM NATIONAL GAS & ELECTRIC, LLC ON THE NEXT REGULARLY SCHEDULED METER READING DATE AVAILABLE AND WILL CONTINUE TO DO SO FOR THE ENTIRE TERM. THIS AGREEMENT SHALL REMAIN IN EFFECT UNTIL YOU NOTIFY NATIONAL GAS & ELECTRIC, LLC IN WRITING OR BY PHONE OF YOUR INTENT TO CANCEL AT LEAST 30 DAYS PRIOR TO YOUR REQUESTED END DATE AND UNTIL SUCH TIME AS THE EDC COMPLETES THE TERMINATION IN ACCORDANCE WITH ITS RULES.

PENALTIES, FEES AND EXCEPTIONS. YOU MAY BE ASSESSED AN EARLY TERMINATION FEE IF YOU CANCEL OR TERMINATE THIS AGREEMENT PRIOR TO THE END OF THE TERM. IF AN EARLY TERMINATION FEE IS APPLICABLE, THE AMOUNT OF THE EARLY TERMINATION FEE WILL BE SPECIFIED IN YOUR WELCOME LETTER OR ELECTRIC SERVICE AGREEMENT.

You may cancel this Agreement without being assessed an early termination or cancellation fee if you move to another location and provide a forwarding address and, if required, reasonable evidence that you no longer occupy the service address. You will be responsible for amounts due, up to the switch date, of all outstanding charges incurred prior to cancellation by you. If you default in the prompt payment of amounts due under this Agreement, you will be liable for any and all fees or charges, including reasonable attorney fees and court costs, incurred in connection with the collection of delinquent balances. National Gas & Electric, LLC may use the services of debt collection agencies, consumer reporting agencies, and other remedies as allowed by law to collect any unpaid balances on your account.

CANCELLATION PROVISIONS. YOU HAVE THE RIGHT TO CANCEL THIS SERVICE AGREEMENT UNTIL MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE THAT YOU RECEIVE THIS WRITTEN AGREEMENT. TO CANCEL THIS SERVICE AGREEMENT, YOU CAN EMAIL NATIONAL GAS & ELECTRIC, LLC AT SERVICE@NGANDE.COM, OR BY CALLING NATIONAL GAS & ELECTRIC, LLC AT 1-888-442-0002. AFTER SUCH THIRD BUSINESS DAY, YOU MAY CANCEL THIS AGREEMENT AT ANY TIME BUT YOU WILL BE REQUIRED TO PAY THE EARLY TERMINATION FEE DESCRIBED IN SECTION 4 ABOVE, IF APPLICABLE. IF YOU REQUEST TO CANCEL THIS AGREEMENT, THE CANCELLATION WILL NOT TAKE EFFECT UNTIL THE NEXT ACTUAL METER READ DATE FOLLOWING THE DATE NATIONAL GAS & ELECTRIC, LLC NOTIFIES YOUR EDC. YOU WILL BE RESPONSIBLE FOR ALL PAYMENTS DUE HEREUNDER UNTIL THE CANCELLATION OF ELECTRIC GENERATION SERVICE IS COMPLETED. IF FOR ANY REASON NATIONAL GAS & ELECTRIC, LLC IS NO LONGER ABLE TO ECONOMICALLY CONTINUE THIS AGREEMENT, NATIONAL GAS & ELECTRIC, LLC MAY TERMINATE THIS AGREEMENT AT ANY TIME AFTER COMPLYING WITH APPLICABLE REGULATIONS. THIS AGREEMENT MAY BE CANCELLED AT THE SOLE DISCRETION OF NATIONAL GAS & ELECTRIC, LLC IF YOU FAIL TO MEET ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT OR IF ANY OF THE INFORMATION YOU HAVE PROVIDED TO NATIONAL GAS & ELECTRIC, LLC IS OR BECOMES UNTRUE. IF THIS AGREEMENT IS CANCELED, EXPIRES, OR OTHERWISE TERMINATED, YOU WILL RECEIVE UNINTERRUPTED SERVICE FROM THE EDC UNTIL YOU DESIGNATE ANOTHER PROVIDER OF ELECTRIC GENERATION SERVICE OR SERVICE IS SHUT OFF BY THE EDC. ONLY THE EDC MAY SHUT OFF YOUR ELECTRIC POWER.

AGREEMENT EXPIRATION/CHANGE IN TERMS. IF YOU HAVE A FIXED TERM AGREEMENT WITH US AND IT IS APPROACHING THE EXPIRATION DATE, OR IF WE PROPOSE TO CHANGE OUR TERMS OF SERVICE, WE WILL SEND YOU ADVANCE NOTICE EITHER IN YOUR BILL OR IN A SEPARATE MAILING BETWEEN 30 AND 60 DAYS BEFORE EITHER THE EXPIRATION DATE OR THE EFFECTIVE DATE OF THE CHANGES. WE WILL PROVIDE YOU WITH AT LEAST 45 DAYS NOTICE PRIOR TO THE EXPIRATION OF YOUR CONTRACT BEFORE STARTING ANY MONTH TO MONTH VARIABLE RATE PLAN. WE WILL EXPLAIN YOUR OPTIONS IN THESE ADVANCE NOTICES. NATIONAL GAS & ELECTRIC, LLC WILL PROVIDE WRITTEN NOTICE TO YOU, FREE OF CHARGE, AND A COPY OF ANY MATERIAL CHANGE TO THIS AGREEMENT PRIOR TO THE DATE ANY SUCH CHANGE BECOMES EFFECTIVE. UPON RECEIPT OF WRITTEN NOTICE OF A MATERIAL CHANGE, YOU MAY TERMINATE THIS

AGREEMENT PRIOR TO THE DATE SUCH CHANGE BECOMES EFFECTIVE. YOU MUST GIVE US EXPRESS CONSENT TO CONTINUE RECEIVING SERVICE UNDER THE REVISED AGREEMENT.

UPON RECEIPT OF WRITTEN NOTICE OF EXPIRATION, WE WILL FOLLOW YOUR INSTRUCTIONS. IF YOU DO NOT RESPOND TO THE NOTICE, AT OUR DISCRETION, WE MAY RENEW YOUR ELECTRIC GENERATION SERVICE UNDER THE RATES DESCRIBED IN YOUR EXPIRATION LETTER.

INFORMATION RELEASE AND AUTHORIZATION. BY ACCEPTING THIS CONTRACT I AUTHORIZE NATIONAL GAS & ELECTRIC TO OBTAIN INFORMATION FROM THE UTILITY THROUGH THE TERM INCLUDING, BUT NOT LIMITED TO, ACCOUNT NAME, ACCOUNT NUMBER, BILLING ADDRESS, SERVICE ADDRESS, TELEPHONE NUMBER, STANDARD OFFER SERVICE TYPE, HISTORICAL AND FUTURE ELECTRICITY USAGE, RATE CLASSIFICATION, METER READINGS, CHARACTERISTICS OF ELECTRICITY SERVICE, AND WHEN CHARGES UNDER THIS AGREEMENT ARE INCLUDED ON MY UTILITY BILL, BILLING AND PAYMENT INFORMATION FROM THE UTILITY. I AUTHORIZE NATIONAL GAS & ELECTRIC TO RELEASE THAT INFORMATION TO THIRD PARTIES WHO NEED TO USE OR BE AWARE OF SUCH INFORMATION IN CONNECTION WITH MY ELECTRIC GENERATION SERVICE, AS WELL AS TO ITS AFFILIATES AND SUBCONTRACTORS FOR MARKETING PURPOSES. THESE AUTHORIZATIONS SHALL REMAIN IN EFFECT AS LONG AS THIS AGREEMENT (INCLUDING ANY RENEWAL) IS IN EFFECT. I MAY RESCIND THESE AUTHORIZATIONS AT ANY TIME BY EITHER CALLING NATIONAL GAS & ELECTRIC AT 1-888-442-0002 OR PROVIDING WRITTEN NOTICE TO NATIONAL GAS & ELECTRIC. NATIONAL GAS & ELECTRIC RESERVES THE RIGHT TO REJECT MY ENROLLMENT OR TERMINATE THE AGREEMENT IF I RESCIND THESE AUTHORIZATIONS, IF I FAIL TO MEET OR MAINTAIN SATISFACTORY CREDIT STANDING AS DETERMINED BY NATIONAL GAS & ELECTRIC, OR IF I FAIL TO MEET MINIMUM OR MAXIMUM THRESHOLD ELECTRICITY CONSUMPTION LEVELS AS DETERMINED BY NATIONAL GAS & ELECTRIC. IF I FAIL TO REMIT PAYMENT IN A TIMELY FASHION, NATIONAL GAS & ELECTRIC MAY REPORT THE DELINQUENCY TO A CREDIT REPORTING AGENCY.

DISPUTE PROCEDURES. CONTACT US WITH ANY QUESTIONS CONCERNING OUR TERMS OF SERVICE. YOU MAY CALL THE PURA IF YOU ARE NOT SATISFIED AFTER DISCUSSING YOUR TERMS WITH US.

WARRANTIES. National Gas & Electric, LLC makes no representations or warranties, either expressed or implied, with regard to the provision of electric generation service and disclaims any and all warranties, expressed or implied, including but not limited to, warranties of merchantability, fitness for a particular purpose, or arising out of any course of dealing or usage of trade.

LIMITATION OF LIABILITY. YOU WILL BE DEEMED TO BE IN EXCLUSIVE CONTROL (AND RESPONSIBLE FOR ANY DAMAGES OR INJURY CAUSED THEREBY) OF THE ELECTRIC POWER AFTER RECEIPT AT THE DELIVERY POINT OR POINTS. National Gas & Electric, LLC will not be liable for consequential, incidental, special, punitive, exemplary or indirect damages (including lost profits or other business interruption damages), whether by statute, in contract or tort, even if the result of negligence (whether sole, joint, concurrent, active or passive). All other liability will be limited to direct actual damages only, and such direct actual damages will be the sole and exclusive remedy. You hereby waive all other remedies at law or in equity. There are no third party beneficiaries to this agreement. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE NOT INTENDED AND SHALL NOT BE CONSTRUED AS A PENALTY, SUCH DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, THAT OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT OR IMPOSSIBLE, AND THAT THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

MANDATORY ARBITRATION. ANY CLAIM, DISPUTE OR CONTROVERSY, REGARDING ANY CONTRACT, TORT, STATUTE, OR OTHERWISE ("CLAIM"), ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE RELATIONSHIPS AMONG THE PARTIES HERETO SHALL BE RESOLVED BY ONE ARBITRATOR THROUGH BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA"), UNDER THE AAA COMMERCIAL OR CONSUMER RULES, AS APPLICABLE, IN EFFECT AT THE TIME THE CLAIM IS FILED ("AAA RULES"). COPIES OF THE AAA RULES AND FORMS CAN BE LOCATED AT WWW.ADR.ORG, OR BY CALLING 1-800-778-7879. THE ARBITRATOR'S DECISION SHALL BE FINAL, BINDING, AND NON-APPEALABLE. JUDGMENT UPON THE AWARD MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION. THIS CLAUSE IS MADE PURSUANT TO A TRANSACTION INVOLVING INTERSTATE COMMERCE AND SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT. NEITHER PARTY SHALL SUE THE OTHER PARTY OTHER THAN AS PROVIDED HEREIN OR FOR ENFORCEMENT OF THIS CLAUSE OR OF THE ARBITRATOR'S AWARD; ANY SUCH SUIT MAY BE BROUGHT ONLY IN FEDERAL DISTRICT COURT FOR THE DISTRICT, OR IF ANY SUCH COURT LACKS JURISDICTION, IN ANY STATE COURT THAT HAS JURISDICTION. THE ARBITRATOR, AND NOT ANY FEDERAL, STATE OR LOCAL COURT, SHALL HAVE EXCLUSIVE AUTHORITY TO RESOLVE ANY DISPUTE RELATING TO THE INTERPRETATION, APPLICABILITY, UNCONSCIONABILITY, ARBITRABILITY, ENFORCEABILITY OR FORMATION OF THIS AGREEMENT INCLUDING ANY CLAIM THAT ALL OR ANY PART OF

THE AGREEMENT IS VOID OR VOIDABLE. HOWEVER, THE PRECEDING SENTENCE SHALL NOT APPLY TO THE CLAUSE ENTITLED "CLASS ACTION WAIVER".

CLASS ACTION WAIVER. ANY CLAIM MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, REPRESENTATIVE, MULTIPLE PLAINTIFF, OR SIMILAR PROCEEDING ("CLASS ACTION"). THE PARTIES EXPRESSLY WAIVE ANY ABILITY TO MAINTAIN ANY CLASS ACTION IN ANY FORUM. THE ARBITRATOR SHALL NOT HAVE AUTHORITY TO COMBINE OR AGGREGATE SIMILAR CLAIMS OR CONDUCT ANY CLASS ACTION NOR MAKE AN AWARD TO ANY ENTITY OR PERSON NOT A PARTY TO THE ARBITRATION. ANY CLAIM THAT ALL OR PART OF THIS CLASS ACTION WAIVER IS UNENFORCEABLE, UNCONSCIONABLE, VOID, OR VOIDABLE MAY BE DETERMINED ONLY BY A COURT OF COMPETENT JURISDICTION AND NOT BY AN ARBITRATOR. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

MISCELLANEOUS.

A. IF NATIONAL GAS & ELECTRIC, LLC IS RENDERED UNABLE TO PERFORM, IN WHOLE OR IN PART, BY A FORCE MAJEURE EVENT, ITS PERFORMANCE UNDER THIS AGREEMENT WILL BE EXCUSED FOR THE DURATION OF SUCH EVENT. "FORCE MAJEURE" MEANS ANY ACT OR EVENT THAT IS BEYOND THE REASONABLE CONTROL OF NATIONAL GAS & ELECTRIC, LLC THAT ADVERSELY AFFECTS, INTERRUPTS, OR PRECLUDES ITS PERFORMANCE. IN ADDITION, ACTS OF OTHER PARTIES, INCLUDING WITHOUT LIMITATION, RTOs, AGGREGATORS, OTHER SUPPLIERS, QUALIFIED SCHEDULING ENTITIES, EDCs, ANY GOVERNMENTAL AUTHORITY, AND THE RESPECTIVE EMPLOYEES AND AGENTS OF SUCH PARTIES, WILL ALSO BE DEEMED TO BE EVENTS OF FORCE MAJEURE.

B. YOUR ELECTRIC GENERATION SERVICE WILL BE PROVIDED IN ACCORDANCE WITH YOUR EXISTING CONNECTION REQUIREMENTS UNLESS YOU REQUEST A CHANGE BY THE EDC AND PAY FOR THE COST OF THAT CHANGE. YOU MAY NOT RESELL OR USE ANY ELECTRIC POWER PROVIDED UNDER THIS AGREEMENT AS AN AUXILIARY OR SUPPLEMENT TO ANY OTHER SOURCE OF POWER. THE SUPPLY OF ELECTRIC POWER UNDER THIS AGREEMENT WILL BE MEASURED AT THE DELIVERY POINT BY THE EDC PROVIDING THE DELIVERY SERVICE IN ACCORDANCE WITH THE TERMS OF THE APPLICABLE TARIFF FOR ELECTRIC GENERATION SERVICE. NATIONAL GAS & ELECTRIC, LLC AND YOU WILL BE BOUND BY THE MEASUREMENT FROM THE METERS OWNED, INSTALLED, MAINTAINED AND READ BY THE EDC.

C. THIS AGREEMENT WILL BE GOVERNED BY, INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CONNECTICUT, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

D. THESE TERMS OF SERVICE, ALONG WITH YOUR WELCOME LETTER OR ELECTRIC SERVICE AGREEMENT, CONSTITUTE THE ENTIRE AGREEMENT BETWEEN YOU AND NATIONAL GAS & ELECTRIC, LLC RELATING TO THE SUBJECT MATTER HEREOF AND SUPERSEDE ANY OTHER AGREEMENTS, WRITTEN OR ORAL, BETWEEN YOU AND NATIONAL GAS & ELECTRIC, LLC CONCERNING THE SUBJECT MATTER OF THE AGREEMENT.

E. YOU MAY NOT ASSIGN THIS AGREEMENT OR YOUR OBLIGATIONS UNDER THIS AGREEMENT WITHOUT NATIONAL GAS & ELECTRIC, LLC'S PRIOR WRITTEN CONSENT. NATIONAL GAS & ELECTRIC, LLC MAY ASSIGN THIS AGREEMENT, TOGETHER WITH ALL RIGHTS AND OBLIGATIONS HEREUNDER, TO (i) NATIONAL GAS & ELECTRIC, LLC'S ELECTRICITY SUPPLIER, OR SUCH SUPPLIER'S DESIGNEE, (ii) AN AFFILIATE OF NATIONAL GAS & ELECTRIC, LLC OR TO ANY OTHER PERSON SUCCEEDING TO ALL OR SUBSTANTIALLY ALL OF NATIONAL GAS & ELECTRIC, LLC'S ASSETS, OR (iii) IN CONNECTION WITH ANY FINANCING OR OTHER FINANCIAL ARRANGEMENT.

F. ANY FAILURE BY NATIONAL GAS & ELECTRIC, LLC TO ENFORCE ANY TERM OR CONDITION OF YOUR ELECTRIC GENERATION SERVICE OR OTHERWISE EXERCISE ANY RIGHT IT MAY HAVE UNDER THIS AGREEMENT WILL NOT BE DEEMED A WAIVER OF ANY RIGHTS TO THEREAFTER ENFORCE ANY OR ALL OF THE TERMS OR CONDITIONS OF YOUR SERVICE OR TO EXERCISE RIGHTS UNDER THIS AGREEMENT.

G. SHOULD ANY PROVISION OF THIS AGREEMENT FOR ANY REASON BE DECLARED INVALID OR UNENFORCEABLE BY FINAL AND APPLICABLE ORDER BY A COURT OR ANY REGULATORY BODY HAVING JURISDICTION, SUCH DECISIONS SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS, AND THE REMAINING PORTIONS SHALL REMAIN IN EFFECT AS IF THIS AGREEMENT HAD BEEN AGREED TO WITHOUT THE INVALID PORTION. IF ANY PROVISION OF THIS AGREEMENT IS DECLARED INVALID, THE REMAINDER OF THIS AGREEMENT WILL BE CONSTRUED SO AS TO GIVE EFFECT TO ITS ORIGINAL INTENT AND EFFECT AS NEAR AS POSSIBLE.

H. THE PROVISIONS OF THIS AGREEMENT CONCERNING PAYMENT, LIMITATION OF LIABILITY, WAIVERS, ARBITRATION AND CLASS ACTION WAIVERS WILL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

CONTACT INFORMATION. INFORMATION REGARDING NATIONAL GAS & ELECTRIC, LLC'S GENERATION ENERGY SOURCES, ENERGY EFFICIENCY, ENVIRONMENTAL IMPACTS, OR HISTORICAL BILLING DATA IS AVAILABLE UPON REQUEST.

Electric Supplier:

National Gas & Electric, LLC, LLC
12140 Wickchester Lane, Suite 100
Houston, TX 77079

1-888-442-0002

www.National Gas & Electric energy.com

Hours of Operation: Monday through Friday (except holidays), 7:00 a.m. to 7:00 p.m., and Saturday 8:00 a.m. to 5:00 p.m. Central Time

Local Distribution Utility

Connecticut Light and Power
107 Selden Street
Berlin, CT 06037
1-800-286-2000
<http://www.cl-p.com/>

In the case of an outage, call:

1-800-286-2000

Public Utilities Regulatory Authority:

Ten Franklin Square
New Britain, CT 06051
1-800-382-4586

www.ct.gov/pura/site/default.asp



Label date: January 2017

National Gas & Electric, LLC
Electric Generation Disclosure Label

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12140 Wickchester Ln., Ste. 100
Houston, TX 77079

1-888-442-0002 www.ngande.com

What is this label about?

It's about helping you compare the benefits of generation service offers of **National Gas & Electric Energy** to those of other competitive electric suppliers and to **Eversource** and UI.

To our customers:

Electric generation service in Connecticut can be provided to you by licensed Suppliers, **Eversource**, or UI.

This is a choice you can make. This **National Gas & Electric** Energy disclosure label can be used to compare prices and other items (such as generation power sources and renewable sources) to those that other Suppliers, **Eversource** or UI may offer you.

Important considerations in making your comparisons and choice:

- Ask the Supplier, **Eversource** or UI if its offer is **all-inclusive** or **not all-inclusive**, so you can make the right comparison and choice. Suppliers, **Eversource** and UI in Connecticut are required to disclose this information to you in their labels.
- An **all-inclusive** offer includes all charges and fees related to the generation portion of your electric bill included in the price of the Generation Service Charge (GSC). A **Not all-inclusive** offer **does not; thus, there are other charges and/or fees that you would be assessed in addition to the GSC.**
- Check any contract or agreement you are considering from a Supplier for specifics on price, such as whether pricing is fixed or variable, the term/ length of contract, and any other charges, enrollment fees, deposits or requirements for which you are responsible.

Other questions you can ask a potential supplier:

1. Is the Supplier licensed by the CT PURA?
2. Ask the Supplier to estimate your electric generation costs relative to **Eversource's** / UI's and explain other possible benefits of switching your service. The average residential customer in CT uses 700 kWh per month. This would be a good comparison starting point. Some examples of the possible benefits are cost savings, budget certainty, risk management, product offerings and renewable energy.
3. How does the Supplier's all-inclusive price compare with the current **Eversource** or UI GSC charge?
4. Will the Supplier's price change when the **Eversource** or UI GSC price changes or is it fixed for the term of the contract/agreement?
5. If I switch to a Supplier, will my GSC charge still be on the **Eversource** / UI bill or will I receive a separate bill from the supplier?
6. If a Supplier issues a separate bill to me, will there be a late payment fee and, if so, what is the annual percentage charge?
7. Does the Supplier offer a choice of energy sources, such as renewable energy?
8. What is the Supplier's contact information if I have questions? Contact information should include the Supplier's phone number, customer service hours, mailing address and contact name.

For Pricing Information- Please see your Contract Summary on the previous page.

Reminder: Your monthly electric bill also has a section for delivery service. This service is for the poles, wires, transformers and all of the other services to deliver electricity to your home or business. Delivery service charges do NOT include what you pay for your electric Generation Service in the GSC charge. You pay delivery service charges whether you buy your electricity from **Eversource, UI or any other supplier.**

Power Sources	New England Power Pool System Mix
Coal	2.57%
Natural Gas	45.20%
Oil (Diesel, Jet, Oil)	11.89%
Nuclear	27.10%
Connecticut Qualified Renewable Sources	13.24%
Other, Misc.	0%
Total	100.00%

System Mix source: NEPOOL GIS Reports (Q3-2016)
Power Sources reflect the system mix, with the CT Class I & Class II renewable sources itemized separately in the chart.

CT Renewable Portfolio Standards National Gas & Electric Energy Compliance

	Class I	Class II	Class III	Total
Required 2013	10.0%	3.0%	4.0%	17.0%
Required 2014	11.0%	3.0%	4.0%	18.0%
Required 2015	12.5%	3.0%	4.0%	19.5%
Required 2016	14.0%	3.0%	4.0%	21.0%
Required 2017	15.5%	3.0%	4.0%	22.5%

About Power Sources

Your electricity is transmitted across the New England electric system, which receives electricity from power plants throughout the region to meet the requirements of all customers in New England. The "**New England Power Pool System Mix**" represents the percentage of power supply from each power source in the regional system. Suppliers are responsible for generating and/or purchasing electricity that is added to the electric system in an amount equal to your electricity use. To promote the development of renewable/clean sources, Connecticut, through legislation called the **Renewable Portfolio Standard (RPS)**, requires all Suppliers to acquire specific percentages of energy from renewable resources. CT RPS sources are defined as Class I, Class II and Class III. **Class I renewable** sources include solar power, fuel cells, methane gas from landfills, ocean thermal power, sustainable biomass, wave or tidal power, low emission advanced renewable energy conversion technologies, and certain run-of-river hydropower. **Class II renewable** sources include trash-to-energy, certain biomass facilities, and certain run-of-river hydropower facilities. Electricity generation from renewables has lower emissions and less of an impact on the environment than that produced from conventional fossil fuels. As an alternative to providing the RPS requirements a Supplier may pay an alternative compliance payment. **Class III** sources include CT commercial & industrial facilities using combined heat and power systems with at least 50% operating efficiency, a waste heat recovery system or electricity savings from energy efficiency measures.

Air Emissions from Power Sources

The air emissions listed below are produced when certain fuels are used to generate electricity.

Carbon Dioxide (CO₂) is released when coal, oil, natural gas, trash, methane and biomass are burned. Carbon dioxide, a greenhouse gas, is thought to be a major contributor to global warming.

Nitrogen Oxide (NO_x) is formed when fossil fuels, trash, methane and biomass are burned at high temperatures. They contribute to acid rain and ground-level ozone (or smog), and may contribute to respiratory illness. NO_x also accelerates vegetative growth in lakes and coastal waters which may lead to oxygen deprivation which is destructive to fish and other aquatic life.

Sulfur Dioxide (SO₂) is formed when fuels containing sulfur are burned, primarily coal, oil and trash. Health risks associated with SO₂ include asthma, respiratory illness and aggravation of existing cardiovascular disease. SO₂ combines with water and oxygen in the atmosphere to form acid rain, which raises the acid level of lakes and streams, is detrimental to crops and forests and accelerates the deterioration of buildings and monuments.

Additional Information:

This label provides information on the New England regional electric system power sources and the air emissions related to electricity generation. For additional information on Supplier prices, power sources and air emissions, visit the CT PURA's **Electric Supplier Info Database**, www.dpuc.state.ct.us/el_aggre.nsf

In the case of an emergency or power outage, please contact your utility. UI customers call: 1-800-7CALL UI (1-800-722-5584); and **Eversource** customers call 1-800-286-2000.

The Connecticut Public Utilities Regulatory Authority (PURA), Ten Franklin Square, New Britain, CT 06051
Toll-free 1-800-382-4586 www.ct.gov/pura

Suppliers are required to post their Disclosure Label(s), and updated versions as they occur, to the Electric Supplier Info Database on the PURA's website.