

COMMERCIAL GAS CUSTOMER CHOICE CONTRACT

Product Type: Standard Product Type Earth Friendly Product Type

Term: The initial term is _____ **months** beginning with the first day of service in the Gas Choice Program as a Santanna customer.

Quantity: I understand I will be charged for the volume of gas I consume, according to my meter reading as reported by my utility, DTE.

Gas Price:

Fixed Rate: I have chosen a Fixed Price Rate of \$ _____ per Ccf for the initial term.

Variable Rate: I have chosen a Variable Rate. The monthly gas price during the initial term is defined as NYMEX (New York Mercantile Exchange) closing price of the prompt month contract on the 18th calendar day of the month, converted to \$/Ccf using the DTE one (1) month lagging MMBtu/Ccf Conversion Factor, plus an adder of \$ _____ per Ccf. If the 18th of the month is not a trading day as defined by the CME Group Holiday Calendar, the prior business day will be used.

Start Month: _____.

Renewal: After the initial term, the Contract with Santanna will automatically continue on a month-to-month basis on Santanna's Competitive Market Price Program. The gas price will vary each month based on Santanna's weighted average cost of natural gas ("WACOG") plus a variable retail adder. The WACOG includes the commodity, basis, pool fees, delivery cost, program cost, and any other market price factors applicable to this contract. For example, if the WACOG purchased by Santanna is \$0.395 per Ccf and the variable retail adder is \$0.085 per Ccf, my Market Price will be \$0.480 per Ccf. If market conditions the following month result in a WACOG of \$0.400 per Ccf and the variable retail adder is \$0.090 Ccf, my Market price will be \$0.490 per Ccf.

Cancellation: The Utility may charge me a \$10.00 switching fee if I return to the Utility as my natural gas supplier and have already received my one (1) switch in the twelve (12) month period. In addition, by switching back to the Utility Gas Supply Service, I must remain with the Utility for twelve (12) months. For meter numbers with annual usage of less than 5000 Ccf an early termination fee of \$150.00 will be charged if I cancel after 30 calendar days of the contract signature and before the end of the initial term of this contract. For meter numbers with annual usage of greater than 5000 Ccf, liquidation damages will be charged if I cancel after 14 calendar days of the contract signature and before the end of the initial term. Liquidated Damages will be calculated at \$0.10/Ccf multiplied by the remaining forecasted volume under contract. This remaining forecasted volume shall be calculated as follows: a) Take the customers annual Ccf consumption divided by twelve months and distributed amongst those twelve months according to the DTE Supply Delivery profile; b) The calculated volumes for each month remaining under contract shall be summed to represent the remaining forecasted volume. For accounts with annual usage of 5000 Ccf or greater, if you terminated your contract today, and if the unconditional cancellation period did not apply, based on current gas prices and your historical usage, a good-faith estimate of your termination fee would be \$ _____. This termination fee is subject to change as your usage and the market price of gas fluctuate.

Renewable Energy: If you are enrolling in one of Santanna's clean, green, renewable, or environmental plans, they may be marketed under various brand names, such as "Earth Friendly" or "Renewable Energy." Santanna will purchase carbon offsets to attempt to match the amount of carbon emissions created by your natural gas usage. Santanna reserves the right to determine which carbon offsets it purchases, when to purchase and retire them, and in which registry to retire them.

Force Majeure: Santanna will not be responsible for delivering gas to customers in the event of circumstances beyond its control, which include acts of God, acts of terrorism, catastrophic weather events, orders, rules and regulations, or the action of any court or governmental authority.

Please initial here to accept these terms and conditions.

COMMERCIAL GAS CUSTOMER CHOICE CONTRACT

Account Holder or Legally Authorized Person: _____

Business/Company Name: _____

Bill/Mailing Address: _____

City _____ State _____ Zip _____

Phone: (____) _____ - _____ Fax: (____) _____ - _____ Email: _____

P.O.D. Number: _____

Service Address: _____

Small Commercial (Annual Consumption of 5000 Ccf or below)

I acknowledge that I am the account holder or Legally Authorized Person to execute a contract and legally bind the business in this contract. I understand that by signing this contract, I am switching the gas Supplier for this commercial account to Santanna Energy Services. I understand that gas purchased for this commercial account by Santanna Energy Services will be delivered through DTE's delivery system. The Legally Authorized Person to execute a contract and legally bind the business in this contract has 30 calendar days after today to cancel this contract on accounts with meters with annual usage of 5000 Ccf or less, for any reason through written or verbal notification to Santanna Energy Services.

Large Commercial (Annual Consumption greater than 5000 Ccf)

I acknowledge that I am the account holder or Legally Authorized Person to execute a contract and legally bind the business in this contract. I understand that by signing this contract, I am switching the gas Supplier for this commercial account to Santanna Energy Services. I understand that gas purchased for this commercial account by Santanna Energy Services will be delivered through DTE's delivery system. The Legally Authorized Person to execute a contract and legally bind the business in this contract has 14 calendar days after today to cancel this contract for any reason through written or verbal notification to Santanna Energy Services. I may waive the 14-day right of cancellation by affirmatively agreeing to this waiver on the contract. For accounts with annual usage of 5000 Ccf or greater, if you terminated your contract today, and if the unconditional cancellation period did not apply, based on current gas prices and your historical usage, a good-faith estimate of your termination fee would be _____. This termination fee is subject to change as your usage and the market price of gas fluctuate.

I affirmatively agree to waive the 14-day unconditional cancelation period.

Account Holder or Legally Authorized Signature: _____ Date: ____/____/____

If legally authorized, what is your relationship to the Account Holder? _____

THIS SECTION TO BE COMPLETED BY THE SALES AGENT

Broker Identification:

Brokerage Name

Broker's Agent First & Last Name