

Product Type: Standard Product Type Earth Friendly Product Type

Term: You agree to an initial term of _____ months. Service will begin on your next scheduled meter read date following your confirmed enrollment with Santanna Energy Services (“Santanna”) by your Utility, Duke Energy Gas, into the Gas Choice Program and will continue through the Term expiration date in accordance with this Agreement unless terminated earlier or continued as provided in this Agreement. There may be occasional delays in the enrollment process under this agreement and you will not hold Santanna responsible for such delays.

Gas Price:

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

Variable Rate: You 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 Duke Energy Gas’ 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.

Your price does not include applicable taxes and/or utility distribution charges, and you acknowledge responsibility for the total payment of these charges on your monthly utility bill. Your Utility might charge you switching fees for switching to a CRNG provider.

Renewal: After the initial term, your Agreement with Santanna will automatically renew on a month to month basis on Santanna’s Competitive Market Price Program with no cancellation fee and without providing additional notification. **The renewal is automatic and does not require your affirmative consent although there may be a change to the price or terms and conditions in the agreement.** While in your renewal term, Santanna will charge you for all natural gas billed by your Utility at a variable price per Ccf with a variable Administration Fee, which are both based upon generally prevailing market and business conditions, including but not limited to, market pricing of commodity, transportation, profit, plus Santanna’s costs, expenses and margins. Santanna will notify you of your renewal options in advance between forty-five (45) and ninety (90) calendar days prior to the end of the initial term.

Start Month: _____.

Service/Quantity: Santanna will supply the commodity portion of your natural gas, and Duke Energy Gas will continue to be your Utility Company. Santanna is not your Utility and is not an affiliate of Duke Energy Gas. Santanna charges will be for the volume of gas you use according to your metered consumption as reported to Santanna by your Utility.

Billing: For your convenience, you will receive only one bill, which will be issued by your Utility each month and will contain Santanna’s gas price plus applicable taxes, utility transportation and other applicable charges, including any late fees assessed by you Utility. You agree to continue to pay your Utility for the entire gas bill under their payment terms and conditions. If you fail to pay your Utility invoice in a timely manner (including Santanna’s charges), you understand your Utility may disconnect your service according to tariff guidelines. Santanna may terminate your contract, with fourteen (14) days’ written notice, if you fail to pay your bill or fail to meet any agreed-upon payment arrangements, which may trigger early termination fees. You have the right to request, at no charge, up to 24 months of your payment history for services rendered by Santanna.

Agency: You appoint Santanna as your agent for the purposes of securing your natural gas supply and grant Santanna authorization to access your Utility account information, transcripts, and payment history. Santanna will not disclose your account number to any third party without your affirmative written consent or electronic authorization or pursuant to a court or Commission order. Santanna will not disclose your social security number to any third party, other than for uses of checking credit and credit reporting, without your affirmative written consent or pursuant to court order. You authorize Santanna to obtain your billing payment and usage history from your Utility.

Eligibility: This Agreement is for commercial customers in the Duke Energy Gas service territory. By entering this Agreement, you represent and agree that the account(s) served by Santanna under this Agreement is (are) commercial account(s), in the Duke Energy Gas service territory. Santanna reserves the exclusive right, at any time, not to enroll or to terminate service to customer locations that do not meet the preceding criteria. Participation in the program is subject to the rules of your Utility. You understand this agreement shall be binding upon and benefit its authorized parties hereto and their respective successors and assigns. You shall not assign this Agreement without the express, written consent of Santanna. Santanna reserves the right to assign this agreement upon written notification.

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.

Rescission Period: If your annual usage is less than 5000 Ccf per year, you may rescind your enrollment without penalty within seven (7) business days from the date the utility notifies you of the switch.

Cancellation: If you cancel before the end of the initial term of this contract, penalties will be charged on a per meter number basis. For meter numbers with annual usage of less than 5000 Ccf an **early termination fee of \$100.00** will be charged. For meter numbers with annual usage of greater than 5000 Ccf liquidation damages will be charged. Liquidation damages will be calculated as the remaining usage (as forecasted by Santanna based on your historical usage and weather) under the initial term multiplied by a liquidation damage rate of \$0.10/Ccf. It may take

your utility additional time to complete the cancellation process, as required under program rules. You are responsible for all charges through the date your cancellation is finalized by your utility company.

Change in Law or Regulation: In the event of that new, or any change in existing, statute, rule, regulation, order or other law or procedure or tariff promulgated by any government authority or gas utility, alters SES' costs to perform or its economic returns under this Agreement, Santanna will notify you of revised pricing under this Agreement. Upon notification, you will have thirty (30) days to choose to either continue this agreement or terminate this agreement without penalty. If, due to a change in market conditions, Santanna wishes to lower the price per Ccf charged to the customer under an existing contract, we may do so without consent provided there are no other changes to the terms and conditions to the contract.

Moving/Termination: You understand your right to terminate this Agreement, without penalty if you: (i) relocate outside the service territory of the Utility, or (ii) relocate within the service territory of the Utility that does not permit the portability of the contract. This Agreement will automatically terminate if any of the following occurs: (i) the requested service location is not served by the Utility, or (ii) you moved outside the Utility's service territory, or (iii) you moved to an area not served by Santanna, or (iv) Santanna returns you to the Utility's applicable tariff service, provided that Santanna is permitted to terminate the contract under the terms and condition of this Agreement. You agree that if you relocate within the Utility's service territory and do not exercise your right to cancel, this Agreement may continue for service at your new location, and thereby grant your Utility the right to provide Santanna with your account and meter number(s) for your new location, and to transfer your contract to your new location. If requested by Santanna, you will also provide them with this information. If Santanna does not transfer this Agreement for service at your new location within ninety (90) days of relocation, this Agreement will automatically terminate.

Questions, Complaints and Concerns: For any questions or concerns, you can contact Santanna Customer Service by phone weekdays from 7:00 a.m. - 6:00 p.m. CST at 800-764-4427, by fax at: 1-800-877-0673, in writing at: 300 E Business Way, STE 200, Cincinnati, OH 45241, or through their web site at: www.santannaenergyservices.com. In the event of a billing dispute or issues regarding volume or metering, you can also contact your Utility at the number listed on your bill. If your complaint is not resolved after you have called Santanna, or for general Utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at: 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at: <http://www.puco.ohio.gov/puco/>. Hearing or Speech Impaired customers may contact the PUCO via 7-1-1 (Ohio Relay Service). The Ohio Consumers' Counsel (OCC) represents Utility customers in matters before the PUCO. The OCC can be contacted at: 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at: <http://www.pickocc.org>.

Force Majeure: Certain causes and events out of the control of Santanna Energy Services (called Force Majeure Events) may result in interruptions in service and affect the commodity price of Natural Gas. Santanna will not be liable for the results of any such interruptions or price changes caused by Force Majeure Events, including but not limited to acts of God, catastrophic weather events, acts of any governmental authority, accidents, strikes, labor disputes, changes in laws, rules and regulations by any governmental authority, or any cause beyond Santanna's control.

First Name/Last Name: _____

Business/Company Name: _____

Bill/Mailing Address: _____

City: _____ State: _____ Zip: _____

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

Account Number(s): _____

By entering into this Agreement, I appoint SES as my agent for the purposes of securing my natural gas supply, and grant SES authorization to access my Gas Utility usage history. By signing this Agreement, I/my company agree(s) to buy my/my company's natural gas commodity requirements from Santanna Energy Services. This Agreement is with a Competitive Retail Natural Gas Service Provider (CRNG), **NOT** the Gas Utility.

Authorized Signature: _____ Date: ____/____/____

Your enrollment is subject to approval by Santanna Energy Services.

THIS SECTION TO BE COMPLETED BY THE SALES AGENT

Broker Identification:

_____ Brokerage Name

_____ Broker's Agent First & Last Name