

Product Type: Standard Product Type Earth Friendly Product Type

Initial Term: You agree to an initial term of _____ months beginning on a date set by your Natural Gas Distribution Company (“NGDC”), Philadelphia Gas Works, after acceptance into the Natural Gas Choice Program (“Initial Term”). After the Initial Term, the Agreement with Santanna will automatically renew onto a 12-month fixed rate contract at a price to be determined near the expiration of this contract. You will receive notice of this new fixed rate prior to the expiration of your Initial Term. Occasionally there may be 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) last day settlement price of each month converted to \$/Ccf using Philadelphia Gas Works’ then current BTU conversion factor plus an adder of \$ _____ per Ccf.

After the Initial Term, your Agreement with Santanna will automatically renew onto a 12-month fixed rate contract at a price to be determined near the expiration of this contract (“Renewal Term”). The rate for both the Initial and Renewal Term includes Natural Gas Commodity Charges but excludes applicable state and local Sales Taxes.

Start Month: _____

Service/Quantity: Santanna will supply natural gas services as required by your NGDC, and your NGDC shall be responsible for transporting, distributing, and delivering the natural gas. You understand that Santanna is not your Utility and is not an affiliate of Philadelphia Gas Works. You understand that Santanna charges will be for the volume of gas you use according to your metered consumption as reported to Santanna by your NGDC.

Billing: For your convenience, you will continue to receive one bill, which will be issued by your NGDC each month. This single bill from your NGDC will contain their charges and Santanna’s charges. You are responsible for the payment of these charges on your NGDC utility bill. If you fail to pay your NGDC invoice in a timely manner (including Santanna’s charges), you understand Philadelphia Gas Works may disconnect your service according to tariff guidelines. You understand that Santanna may terminate your contract (with 14 days’ written notice) if you fail to pay your bill or fail to meet any agreed-upon payment arrangements. You may request, at no charge, up to 24 months of your payment history for services rendered by Santanna.

Agency: You hereby authorize Santanna to obtain information from your NGDC that includes, but is not limited to: billing history, historical and future natural gas usage, meter readings, and characteristics of natural gas service. Santanna will not disclose your phone number or account number(s) without affirmative written consent other than for uses of Santanna’s own collections and credit reporting or assigning a customer contract to another Natural Gas Supplier (“NGS”).

Eligibility: This Agreement is for large commercial customers in the Philadelphia Gas Works 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 Philadelphia Gas Works service territory, and the account information below is complete and accurate. You confirm that you are the customer of record for this natural gas account, and that you are authorized to make the supplier change for the account information shown below. Santanna reserves the exclusive right, at any time, to not enroll or to cancel service to customer locations that do not meet the preceding criteria. Participation in the program is subject to the rules of Philadelphia Gas Works.

Renewable Energy: If you are enrolling in one of Santanna's clean, 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 3000 Ccf per year, you may rescind your enrollment without penalty at any time before midnight of the third business day after you receive this notice.

Renewal Provisions / Agreement Expiration / Change in Terms: Santanna reserves the right to propose new terms and conditions to this contract with adequate notice in accordance with applicable laws and the Pennsylvania Public Utility Commission (“PUC”). If you have a fixed term contract approaching the expiration date, or whenever we propose to change the terms of service, you will receive two separate written notifications, the first approximately 60 to 75 days in advance and the second 45 days in advance of either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward. If you take no action after the initial term of this Agreement expires, your Agreement with Santanna will renew onto a 12-month fixed rate contract at a price to be determined near the expiration of this contract. The new fixed rate term may be cancelled at any time, for any reason, and does not contain any cancellation fees.

Waiver: I expressly waive the provisions of 62 PA Code 62.74-62.79 which are applicable only to residential and small commercial customers, small industrial or small business rate classification, and whose aggregate maximum registered annual consumption with the NGDC was less than 3000 Ccf, or equivalent, over the last 12 months.

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 3000 Ccf an early termination of \$120.00 will be charged. For meter numbers with annual usage greater than 3000 Ccf liquidated damages will be charged on the forecasted unserved volume of natural gas for the remainder of the initial term multiplied by the liquidated damages rate of \$0.10/Ccf. Damages charged by Santanna will be billed directly by Santanna to you and paid by you directly to Santanna. It may take

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

Title, Risk of Loss and Assignability: This Agreement (“Terms and Conditions”) constitutes the entire agreement between you and Santanna. If any provision of this agreement is held to be invalid, its invalidity shall not affect the validity of any other provision of this Agreement. Title to natural gas will pass from Santanna to you when Santanna delivers it to the delivery point for your NGDC. Santanna will cease to have title to and risk of loss related to the natural gas when it is delivered to the delivery point for your NGDC. This Agreement shall be binding on Santanna’s and Buyer’s successors and assigns. Buyer shall not assign this Agreement without the express, written consent of Santanna. Santanna may assign this Agreement at its sole discretion.

Questions, Complaints and Concerns: For any questions or concerns contact Santanna’s customer service by phone weekdays from 8:00 a.m. - 7:00 p.m. EST, at: 800-764-4427, by fax at: 1-800-877-0673, in writing at: 7000 N Mopac Expwy, STE 200, Austin, TX 78731 or via our web site at www.santannaenergyservices.com. If you are not satisfied with the response, or to obtain education materials contact the Pennsylvania Public Utility Commission (PUC) Bureau of Consumer Services at 1-800-692-7380, online at www.puc.pa.gov, or by mail at 400 North Street, Harrisburg, PA 17120. Information about shopping for a gas supplier is available at www.PaGasSwitch.com or other successor media platform as determined by the Public Utility Commission, by calling the Commission at: (800) 692-7380 and at the Pennsylvania Office of Consumer Advocate’s website at www.oca.state.pa.us.

Limitation of Liability & Force Majeure: Certain causes and events out of the control of Santanna (called Force Majeure events) may result in interruptions in service of supplying natural gas. Santanna will not be liable for the results of any such interruptions 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 or regulation by any governmental authority, or any cause beyond Santanna’s control. You agree that Santanna’s liability not excused by reason of force majeure or otherwise will be limited to direct damages only and that in no event shall Santanna be held liable for any special, punitive, indirect, incidental or consequential damages as a result of non-performance under this Agreement. Santanna makes no representations or warranties other than those expressly set forth in this Agreement, and expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular purpose.

Dispute Resolution: To the fullest extent permitted by law, any dispute arising out of or relating to this Agreement, including claims arising in contract, tort, statutory or otherwise, shall be settled exclusively and finally by arbitration in accordance with the rules and procedures of the American Arbitration Association. Any arbitration proceeding hereunder shall be conducted exclusively in Harrisburg, Pennsylvania. Neither you or Santanna may alter, amend, or otherwise change the binding obligation to arbitrate disputes set forth in this provision without the express consent of the other party. You and Santanna acknowledge and agree that arbitration will only be pursued on an individual basis, and will not be pursued on a classwide, representative or consolidated basis. This Agreement does not allow class, representative or collective arbitrations even if the AAA procedures or rules would. This Agreement will be governed by the laws of the Pennsylvania without regard to the application of its conflicts of law principles.

First Name/Last Name: _____

Business/Company Name: _____

Bill/Mailing Address: _____

City: _____ State _____ Zip _____

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

Account Number(s): _____

I have read and agree to the terms and conditions of this Natural Gas Choice Sales Agreement and acknowledge receipt of a copy of this Agreement. By signing this Agreement, I authorize the change of my natural gas service provider from my current provider to Santanna, in accordance with the Terms and Conditions which I am accepting as part of my enrollment with Santanna. This Agreement is with Santanna Energy Services, a Natural Gas Supplier, **NOT** the Natural Gas Distribution Company.

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