Ohio Natural Gas Choice Sales Agreement

Contract Summary	
Product	Fixed-Rate Gas 12
Price	$0.439 per CCF
Term	12 Months
Monthly Subscription Fee	$0.00
Early Termination Fee	$100.00
Local Distribution Company ("LDC")	Duke Energy Gas

Definitions: "Competitive Retail Natural Gas" or **"CRNG"** provider means an entity that sells natural gas to retail customers in Ohio.

Terms of Service: These Terms and Conditions together with your signed written enrollment form, electronic online enrollment record or recorded telephonic voice recording confirming enrollment consist of the agreement ("Agreement") for natural gas service between you and Santanna Energy Services ("Santanna"). You acknowledge and accept the following terms and condition as part of your Agreement with Santanna. As a CRNG Provider, Santanna will supply the commodity portion of your natural gas service as required by your LDC. Your LDC shall be responsible for distributing and delivering the natural gas to you at rates regulated by the Public Utility Commission of Ohio ("PUCO"). You understand that Santanna is not your LDC and is not an affiliate of your LDC. Some Santanna products may contain a fixed fee that applies to your bill each month and does not change with your consumption of natural gas. You may see this referred to as an administrative fee, administration fee, participation fee, or subscription fee. These may be based upon generally prevailing market and business conditions, including market pricing of commodity, transportation, profit, plus Santanna's costs, expenses and margins.

Eligibility: This Agreement is for residential or small commercial customers that are not enrolled in the Percentage of Income Plan Program. Santanna reserves the right to refuse enrollment to any customer with an outstanding balance. Participation in this program is subject to the rules of your LDC and customers are sometimes terminated from the program either in error or for being in arrears. Santanna's residential and small commercial customer products are not offered to large volume customers. Customers who have annual historical usage of greater than 3,000 therms are ineligible for these products. **Santanna reserves the unlimited right to terminate any customer contract at any time if Santanna discovers a customer's historical usage exceeds the amounts stated above.**

Term: Your service with Santanna will begin on your next scheduled meter read date following your confirmed enrollment with Santanna by your LDC. Your service will continue for the number of months specified in the Contract Summary above ("Initial Term"), unless terminated earlier in accordance with this Agreement. Once your Initial Term expires, the Agreement will automatically renew as described in the Renewal section of this Agreement. You understand that occasionally there may be delays in the enrollment process under this Agreement and you will not hold Santanna responsible for such delays.

Rate Plan Price: During the Initial Term of this Agreement, you will pay Santanna for your supply service at the price set forth in the Contract Summary of this Agreement. The rate you will pay under the Initial Term and Renewal Term of this Agreement includes generation charges, but does not include charges from your LDC related to delivery charges or other fees, state and local taxes, and a monthly subscription fee that is listed in the Contract Summary of this Agreement. Your LDC might charge you switching fees for switching to a CRNG provider. 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.

Renewal: After your Initial Term, this Agreement will automatically renew in accordance with terms offered to you in a renewal notice sent to you prior to the end of your initial term. Santanna will notify you of your renewal options in advance between 45 and 90 calendar days prior to the end of your Initial Term. **This Renewal Term is automatic and does not require your affirmative consent, although there may be a change to the price or other terms and conditions.** This Renewal Term will contain no cancellation fees.

Billing: You will continue to receive one bill from your LDC, each billing cycle, that will include both your LDC and Santanna charges, and any other charges incurred in accordance with this Agreement. Your natural gas consumption will continue to be measured or estimated by your LDC. You agree to pay your bill in accordance with your LDC's billing and payment terms. Your payment in full will be due to your LDC by the date specified on the bill. If you fail to pay this bill on time, you understand that you could be subject to interest and late charges imposed by your LDC. Further, failure to pay your natural gas bill charges may result in your natural gas service being disconnected in accordance with your LDC's tariff. Your LDC may offer budget or other payment plans for your account. Santanna does not offer budget billing for the supply portion of the bill. If you do not pay your bill by the due date, Santanna may cancel this Agreement after giving you a minimum of fourteen (14) days written notice. Upon cancellation, you will be returned to your LDC as a customer. You may request from Santanna, without charge, up to twenty-four (24) months of your payment history.

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.

Right of Rescission: Once you have been enrolled with Santanna, you will receive a confirmation notice from your LDC. You may rescind your enrollment without penalty within seven (7) business days following the postmark date on your LDC's confirmation notice. You may rescind this Agreement by contacting your LDC at their toll-free telephone number or in writing to the address of your LDC, both listed below.

Cancellation: You may terminate this Agreement without penalty within the rescission period, as stated above. You may terminate this Agreement early, without penalty, if you (i) relocate outside the service territory of the LDC, or (ii) relocate within the service territory of the LDC 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 LDC, or (ii) you move outside the LDC's service territory or (iii) to an area not served by Santanna, or (iv) Santanna returns you to the LDC's applicable tariff service, provided that Santanna is permitted to terminate the contract under the terms and condition of this Agreement. If you relocate within your LDC territory and do not cancel this Agreement, you will continue service with Santanna at your new location, and, if applicable, provide Santanna with your new account number and meter number(s) to transfer this contract to your new location and you thereby grant the right for your LDC to provide your new account number and meter number(s). If Santanna does not transfer this Agreement for service at your new location within ninety (90) days of relocation, this Agreement will automatically terminate. If you decide to cancel after the rescission period and before the end of the Initial term of this Agreement, an early termination fee as stated in the Contract Summary will apply. It may take your LDC additional time to complete the cancellation process, as required under program rules. If you switch back to your LDC, you may or may not be served under the same rates, terms, and condition that apply to other customers served by your LDC. Your LDC may charge you a switching fee if you have already switched one (1) time in a 12-month period. You are responsible for all charges through the date the cancellation is finalized by your LDC.

Agency: You authorize Santanna to obtain information from your LDC that includes but is not limited to: copies of a period of your invoices issued by the utility, utility account information, transcripts, usage history and payment history. Santanna reserves the right to determine if your credit standing is satisfactory before accepting your enrollment request. Santanna is prohibited from disclosing your social security number and/or account number(s) without your affirmative written consent other than for uses of Santanna's own collections and credit reporting, or assignment of a customer contract to another CRNG provider, except in accordance with rules 4901:1-28-04 and 4901:1-29-09.

Force Majeure: Certain causes and events out of the control of Santanna 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 any force majeure event, 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 regulations by any governmental authority, or any cause beyond Santanna's control.

Title, Risk of Loss and Indemnity: Title to natural gas will pass from Santanna to you when we deliver it to the delivery point for your LDC. 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 LDC.

Warranties and Limitation of Liability: OTHER THAN THOSE REQUIRED BY LAW, SANTANNA MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH REGARD TO THE PROVISION OF NATURAL GAS SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SANTANNA

WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING BUSINESS INTERRUPTION DAMAGES OR LOST PROFITS. ALL OTHER LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND SUCH DIRECT ACTUAL DAMAGES WILL BE THE SOLE EXCLUSIVE REMEDY. YOU HEREBY WAIVE ALL OTHER REMEDIES AT LAW OR IN EQUITY.

Miscellaneous: Santanna reserves the right to assign this Agreement to another CRNG upon written notification. You may not assign this Agreement, in whole or in part, without the prior written consent of Santanna. In the event that any 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 Santanna's 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. This Agreement with the Contract Summary, including your Welcome Letter, and if applicable, your signed written enrollment form, electronic online enrollment record and any third-party verification recording, constitute the entire Agreement and understanding between you and Santanna for natural gas service. If any provision of this Agreement is held to be invalid, illegal, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way. By choosing to accept this offer from Santanna, you understand and agree to the terms and conditions of this Agreement with Santanna. This Agreement shall be binding upon and benefit you and Santanna, and their respective successors and assigns.

Dispute Resolution: Any dispute arising out of or relating to this Agreement, including claims arising in contract, tort, statutory or otherwise, shall be resolved informally amongst the customer and Santanna. If informal resolution is unsuccessful and the dispute requires escalation, the customer shall be limited to review and relief offered by the Public Utility Commission of Ohio (PUCO) customer complaint process. The customer acknowledges that an independent third-party broker may have been involved in the solicitation, enrollment, or customer care of this contract. If so, the customer **MUST** include that broker in any PUCO complaint. **THE CUSTOMER AGREES THAT THEY MUST COMPLETELY EXHAUST ALL ADMINISTRATIVE PROCEDURES AND REMEDIES AVAILABLE TO THEM WITH THE PUCO BEFORE SEEKING RELIEF FROM A COURT OF COMPETENT JURISDICTION. THE CUSTOMER EXPRESSLY WAIVES ANY RIGHT TO PARTICIPATE IN A CLASS ACTION SUIT. THE CUSTOMER EXPRESSLY WAIVES THE RIGHT TO A TRIAL BY JURY. THE CUSTOMER EXPRESSLY WAIVES ANY RIGHT TO PARTICIPATE IN ARBITRATION OR ANY OTHER FORUM OR VENUE. This Agreement will be governed by the laws of Ohio without regard to the application of its conflicts of law principles. Should a customer exhaust all informal and administrative remedies in good faith, the customer may then seek to file suit, via bench trial, in a judicial court of competent jurisdiction located in Travis County, Texas. Customer agrees to this stated location, jurisdiction, forum, and venue and expressly waives any challenges to that.**

Questions, Complaints and Concerns: For any questions or concerns, you can contact Santanna's Customer Service Department by phone weekdays from 7:00 a.m. - 6:00 p.m. CST, and Closed on Saturdays at: 800-764-4427, by fax at: 1-800-877-0673, in writing to: 300 E Business Way, STE 200, Cincinnati, OH 45241, or through the website at: www.santannaenergyservices.com. 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) on weekdays from 8:00 a.m. to 5:00 p.m. or at www.puco.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio Relay Service). The Ohio Consumers' Counsel ("OCC") represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) on weekdays from 8:00 a.m. to 5:00 p.m., or at www.pickocc.org.

LDC Contact Information:
Duke Energy Gas
1000 E Main Street, Mail Drop WP 890
Plainfield, IN 46168
Customer Service: 8005446900
Emergencies: 8006344300

Your enrollment is subject to approval by Santanna Energy Services.