

## PENNSYLVANIA ELECTRIC GENERATION SUPPLIER CONTRACT SUMMARY

Electric Generation Supplier Information	Santanna Natural Gas Corporation d/b/a Santanna Energy Services/ AAA Energy by Santanna 7000 N Mopac Expwy STE 200 Austin, TX 78731 Toll Free: 888-661-6662 <a href="http://www.SantannaEnergyServices.com">www.SantannaEnergyServices.com</a> We set the generation prices and charges that you pay.			
Price Structure	Fixed Rate			
Generation/Supply Price	<b>\$0.1365 per kWh, \$0.00 monthly subscription fee</b>			
Generation Price at Various Usage Levels	Usage:	<b>500 kWh</b>	<b>1,000 kWh</b>	<b>2,000 kWh</b>
	Price per kWh:	<b>13.65 Cents</b>	<b>13.65 Cents</b>	<b>13.65 Cents</b>
Statement Regarding Savings	Your energy supply price may not always provide you with savings.			
Deposit Requirements	Santanna does not require a deposit.			
Incentives	There are no incentive offers associated with this contract.			
Contract Start Date	Your service with Santanna should start after acceptance into the Electric Choice Program beginning on a date set by your EDC.			
Contract Term/Length	<b>12 Months</b>			
Cancellation/Early Termination Fees	If you decide to cancel after the rescission period and before the end of the Initial Term of this contract, an <b>early termination fee of \$120</b> will be charged.			
Renewal Terms	If you have a 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 45 to 60 days in advance and the second 30 days in advance of either the expiration date or the effective date of the proposed changes. These notifications will explain future options. If you do nothing after the initial term of this Agreement expires, your Agreement with Santanna will renew onto another product, depending upon product eligibility. However, the product price may change at time of renewal. Your price offering will be determined and provided to you near the expiration of this contract. You may cancel the renewal contract at any time, for any reason, with no cancellation fees.			
Right of Rescission	You may rescind this agreement with no penalty at any time before midnight of the third business day after receiving this Agreement. To do this, you may contact Santanna at 800-764-4427, or email us at <a href="mailto:customer@ses4energy.com">customer@ses4energy.com</a> .			

### Pennsylvania Electric Choice Disclosure Statement

**Background:** Santanna Natural Gas Corporation d/b/a Santanna Energy Services and AAA Energy by Santanna ("Santanna" or "we" or "our") is licensed by the Pennsylvania Public Utility Commission ("PUC") to offer and supply electric generation services in Pennsylvania. Santanna's Pennsylvania license number is **A-2013-2370875**.

**Definitions:** **"Electric Generation Supplier" ("EGS")** means an entity that sells electric energy to retail customers in Pennsylvania. **"Electric Distribution Company" ("EDC")** means the public utility that provides facilities for the transmission and distribution of electricity to retail customers. **"Generation Service"** means the production of electricity. **"Generation Charges"** are part of the basic service charges on every customer's bill for producing electricity. Generation service is competitively priced and is not regulated by the PUC. This charge depends on the contract between the customer and the supplier. **"Transmission Charges"** are part of the basic service charges on every customer's bill for transporting electricity from the source of supply to the EDC. The Federal Energy Regulatory Commission ("FERC") regulates retail transmission prices and services. This charge will vary with your source of supply. A glossary of industry terms is available at [www.PaPowerSwitch.com](http://www.PaPowerSwitch.com). **"Renewable resource"** The term includes technologies such as solar photovoltaic energy, solar thermal energy, wind power, low-head hydropower, geothermal energy, landfill or other biomass-based methane gas, mine-based methane gas, energy from waste and sustainable biomass energy. **Renewable Energy Certificates ("RECs")** RECs represents proof that electricity was generated from an eligible renewable energy resource such as wind, solar, hydro, or qualified biomass.

**Terms of Service:** These terms and conditions together with the Contract Summary, and if applicable, your signed written enrollment form, electronic online enrollment record or recorded telephonic voice recording confirming enrollment consist of the agreement for electric service between you and Santanna ("Agreement"). You acknowledge and accept the following terms and conditions as part of your Agreement with Santanna. As an EGS provider, Santanna will supply electric generation services as required by your EDC. Your EDC shall be responsible for transmitting, distributing, and delivering the electricity to you and will continue to respond to all service calls and emergencies. Switching to an EGS will not impact your electric service reliability. Generation prices and charges are set by the electric supplier you have chosen. The Public Utility Commission regulates distribution prices and services. The FERC regulates transmission prices and services.

If you are enrolling in one of Santanna's clean, green, renewable, or environmental plans that may be marketed under various brand names, such as "Earth Friendly" or "Renewable Energy", Santanna will either purchase electricity sourced from renewable resources or RECs from renewable generation facilities located in the United States sufficient to match the amount of electricity needed to serve you for the length of your contract. Electricity is the product of a mix of generation energy sources, that is delivered over a system of wires. So, it is not yet possible to deliver electricity from a specific generation facility directly to your home or business. However, purchasing this product enables you to directly support the continued use and development of renewable electricity, sustainable fuel sources, reducing carbon emissions and/or providing other local and global environmental benefits in the region where the renewable electricity generator is located. Santanna may take several months after the end of a calendar year to purchase and/or retire the RECs needed to fulfill your product.

**Eligibility:** This Agreement is for residential and small commercial customers in your EDC service territory. By entering into this Agreement, you represent and agree that the account(s) served by Santanna under this Agreement is (are) residential account(s) and/or small commercial account(s), and the account information below is complete and accurate. You confirm that you are the customer of record for this electric 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, not to 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 your EDC. Santanna's residential and small commercial customer products are not offered to large volume customers. Customers who have annual historical usage of greater than 30,000 kWh 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.**

**Initial Term of Service:** Your service with Santanna will begin on a date set by your EDC. You will receive notification from your EDC confirming your service enrollment with Santanna. Once your service begins, your service will continue for the number of months specified in the attached Contract Summary ("Initial Term"), unless terminated earlier in accordance with 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. During the Initial Term of this Agreement, you will pay Santanna for your generation service at the price set forth in the Contract Summary of this Agreement. This price includes Transmission Charges (if applicable) and estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state, utility distribution charges, and local Sales Tax. A monthly subscription fee may apply (please reference the Contract Summary). This fee is separate and is not included in your rate. The subscription fee may change after your Initial Term.

**Rescission Period:** You may rescind this agreement with no penalty at any time before midnight of the third business day after receiving this Agreement. To do this, you may contact Santanna at **800-764-4427**, or email us at [customer@ses4energy.com](mailto:customer@ses4energy.com).

**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 PUC. If you have a fixed duration contract approaching the expiration date, or whenever we propose to change the terms of service, you will receive two separate written notifications that precede either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward. You will receive the first

notice approximately forty-five (45) to sixty (60) days in advance and the second notice thirty (30) days in advance of either the expiration date or the effective date of the proposed changes. If you do nothing after the Initial Term, your agreement with Santanna will renew onto the terms offered to you in your renewal notice. The renewal price will be determined near the expiration of this contract. The new contract may be cancelled at any time, for any reason, and does not contain any cancellation fees.

**Cancellation:**

**Customer Initiated Cancellation:** If you decide to cancel after the rescission period and before the end of the Initial Term of this contract, an **early termination fee of \$120** will be charged. Upon notice of cancellation in writing or by telephone at **800-764-4427**, Santanna will promptly submit your disenrollment to your EDC. You may also contact your EDC in writing, by phone, or electronically to cancel this Agreement using the EDC's contact information listed in the Contract Summary. It may take your EDC additional time to complete the cancellation process, as required under program rules. You may be responsible for all charges through the date cancellation is finalized by your EDC.

**Non-Payment:** If your electric service is terminated by your EDC, then this Agreement is canceled on the date that your electric service is terminated. You will owe us for amounts unpaid for our charges for electric generation service up to the date of termination.

**Company-Initiated Cancellation:** Santanna may cancel this Agreement for any reason other than arbitrary and illegal discrimination based on personal characteristics of the customer. If Santanna cancels this Agreement, Santanna will provide you with written notice thirty (30) days in advance and your service will return to your EDC's default electric generation service unless you choose another EGS.

**Relocation/Move:** If you move from the address listed below or are unable to pay due to disability or death, you may cancel this Agreement with no early termination fee. You will owe Santanna for amounts unpaid for its charges for electric service up to the date of cancellation.

**Billing:** For your convenience, you will continue to receive one bill from your EDC including Santanna's charges for Generation, and Generation Related Services for the electricity consumed during the billing cycle. The electricity consumption will continue to be measured or estimated by your EDC. You agree to pay your bill on time in accordance with your EDC's billing and payment terms. If you have billing questions you can call Santanna's toll free customer service number at **800-764-4427** or your EDC's customer service number listed in the Contract Summary.

**Agency:** You hereby authorize Santanna to obtain information from your EDC 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, phone number, billing history, historical and future electricity usage, meter readings, and characteristics of electricity service. Santanna will not disclose phone numbers, social security numbers and/or account number(s) without your affirmative written consent other than for uses of Santanna's own collections and credit reporting or assigning a customer contract to another EGS provider. You may rescind these authorizations at any time by providing written notice to Santanna by email, mail, or by phone. Santanna will maintain the confidentiality of customer personal information as required by applicable Commission regulations and Federal and State laws.

**Force Majeure:** Certain causes and events out of the control of Santanna may result in interruptions in service and affect the price of supplying electricity. 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.

**Change in Law or Regulation:** 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 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.

**Title, Risk of Loss and Indemnity:** Title to electricity will pass from Santanna to you when we deliver it to the delivery point for your EDC. Santanna will cease to have title to and risk of loss related to the electricity when it is delivered to the delivery point for your EDC.

**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 ELECTRIC GENERATION 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 without your consent to another EGS, including any successor, in accordance with rules and regulations of the PUC. You may not assign this Agreement, in whole or in part, without the prior written consent of Santanna. Your terms and conditions will remain unchanged. In the event of an assignment, Santanna will provide you with notice thirty (30) days prior to the effective date of the assignment in accordance with PUC regulations. If due to a change in market conditions, Santanna

wishes to lower the price per kilowatt hour charged to the customer, it may do so without consent, provided there are no other changes to the terms and conditions in this Agreement. 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 electric Generation 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.

**Questions, Complaints and Concerns:** For any questions or concerns, contact Santanna customer service by phone weekdays from 8:00 a.m. - 7:00 p.m. EST, and Closed on Saturdays 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](http://www.SantannaEnergyServices.com). For issues regarding volume or metering, you may also contact your EDC by telephone or in writing using the EDC's contact information in the Contract Summary. If you are not satisfied with the response, or if you are not satisfied with these terms and conditions after discussing it with Santanna, you may contact the Pennsylvania Public Utility Commission Bureau of Consumer Services Division at 1-800-692-7380, online at [www.puc.pa.gov](http://www.puc.pa.gov), or by mail at P.O. Box 3265 Harrisburg, PA 17105-3265. Information about shopping for an electric supplier is available at [www.PaPowerSwitch.com](http://www.PaPowerSwitch.com) or other successor media platform as determined by the Commission, by calling the Commission at (800) 692-7380 and the Office of Consumer Advocate at (800) 684-6560 or at [www.oca.state.pa.us](http://www.oca.state.pa.us).

**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 Pennsylvania Public Utility Commission (PA PUC) 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 PA PUC complaint. **THE CUSTOMER AGREES THAT THEY MUST COMPLETELY EXHAUST ALL ADMINISTRATIVE PROCEDURES AND REMEDIES AVAILABLE TO THEM WITH THE PA PUC 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 Pennsylvania 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.

**Your EGC Contact Information:**

Duquesne Light Co  
412-393-7100

[www.duquesnelight.com](http://www.duquesnelight.com)

411 Seventh Avenue (6-1) Pittsburgh, PA 15219