

Illinois Electric Choice Sales Agreement – Please keep for your records

Definitions: “**Alternative Retail Electric Service Provider**” (“**ARES**”) means an entity that sells electric energy to retail customers in Illinois. “**Generation Service**” means the production of electricity. “**Generation Related Charges**” means the charges or costs associated with the production, procurement and supply of electricity. “**Distribution Service**” means the physical delivery of electricity to customers by the Commonwealth Edison Company (“**ComEd**”). These “**Terms and Conditions**” together with your enrollment information constitute your agreement for electricity generation service provided by Santanna Natural Gas Corporation DBA Santanna Energy Services (“**Santanna**”).

Service: As an ARES supplier, Santanna will supply electricity generation services to you as required by your Electricity Distribution Utility (ComEd, Utility) based on your usage. ComEd will still be responsible for transmitting, distributing, and delivering the electricity to you following Illinois Commerce Commission (“**ICC**”) approved tariff rates, and will continue to respond to all service calls and emergencies. Switching to an ARES will not impact your electricity service reliability. This agreement shall be considered a Letter of Agency and constitutes the entire agreement between you and Santanna; and it is binding upon and it benefits the parties hereto and their respective successors and assigns. Santanna reserves the right to assign this agreement upon written notification. Upon acceptance of this offer from Santanna you acknowledge agreement to the following terms and conditions. (See Sales Agreement.)

Eligibility: This agreement is contingent upon the provision of complete and accurate information to Santanna by you, acceptance by Santanna, and successful enrollment by ComEd. By entering into this Agreement, you represent and agree that the account(s) served by Santanna under this Agreement is (are) residential account(s) in the ComEd service territory, and that the account information below is complete and accurate. You confirm that you are the customer of record for this electricity 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 terminate service to customer locations that do not meet the preceding criteria. Participation in the program is subject to the rules of ComEd and customers are sometimes terminated from the program either in error or for being in arrears. In such instances, you may contact ComEd to correct the problem and be reinstated in the program.

Price & Service Term: Service under this agreement begins with your next available Utility meter read and being accepted in the Electric Choice Program. Santanna is not responsible for occasional delays in the enrollment process under this agreement. The price for your initial term of **12 months** will be a fixed rate of **\$0.0678 cents per kWh**. After the initial term, your agreement with Santanna will automatically renew on a month to month basis on Santanna’s Competitive Market Price Program. You may contact Santanna at any time to sign up on a fixed price program. The rate for both the initial and renewal term includes transmission charges, but does not include pass through charges for ComEd service (generally, delivery charges and other utility service fees), a **\$8.99 monthly admin fee**, or state and local taxes. You are responsible for the payment of these charges on your ComEd utility bill. If pass-through charges from the Utility increase, if new charges are approved by a governmental agency, or if existing tariff charges are administered differently, causing charges from the Utility to increase, your price will increase accordingly.

Renewal: After your initial term, this agreement will automatically renew on Santanna’s Competitive Market Price Program for successive month to month terms. 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. You will receive advance notice of this renewal no less than thirty (30) days prior to the end of the initial term. While taking service on a month-to-month basis (the “**Renewal Period**”), Santanna will charge you for all electricity billed by ComEd at a variable price per kWh, based upon prevailing market and business conditions for electricity in the PJM market at the PJM Nihub, Commonwealth Edison Energy load zone or equivalent for the applicable period. You may obtain monthly variable prices by visiting Santanna’s website at: www.santannaenergyservices.com.

Billing: For your convenience you will continue to receive only one bill from ComEd including Santanna’s charges for Generation and Generation Related Services for the amount of electricity you used during the billing cycle. The amount of electricity usage will continue to be measured or estimated by ComEd. You are required to pay your bill in full and on time in accordance with ComEd’s billing and payment terms. Failure to pay your electric bill charges on time could result in interest and late fees imposed by ComEd, and your service being disconnected in accordance with tariff guidelines. If you have billing questions you may call Santanna’s toll free customer service number at 800.764.4427 or ComEd Customer Service at 800.Edison.1. Santanna retains the right to terminate this agreement with 14 days written notice for customer non-payment.

Cancellation: You may terminate this agreement without any cancellation fee or penalty within 10 business days after the date of the first bill is issued to you. After 10 calendar days of receiving your first bill, if you terminate before the end of the initial term of this contract, an early termination fee of \$50.00 will be charged. 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 cancellation is finalized by your utility company.

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Rescission Period: You may rescind your enrollment without penalty within 10 business days from the date the utility notifies you of the switch. To do this, you should contact Santanna at 800.764.4427, or your utility company’s customer service. (ComEd1. 800. Edison.1 or 800.334.7661)

Moving/Termination: This agreement will automatically terminate without penalty if (i) you relocate outside of ComEd service territory or (ii) if you move to a service location that is not served by ComEd or (iii) if you relocate inside the utility’s service territory and the utility does not have contract portability. 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.

Environmental Disclosure: Environmental disclosure information can be found on Santanna’s website at:

<http://www.santannaenergyservices.com/knowledge-center/environmental-disclosures/>.

Agency: You hereby authorize Santanna to obtain information from ComEd that includes, but is not limited to: billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. Santanna reserves the right to determine if your credit standing is satisfactory before accepting your enrollment request. Santanna will not disclose 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 ARES provider.

Questions, Complaints and Concerns: For any questions or concerns contact Santanna customer service by phone weekdays from 7:00 a.m. to 8:00 p.m. CST, and 9:00 a.m. to 3:00 p.m. CST on Saturdays at 1.800.764.4427, by fax at: 1.800.877.0673, in writing to: 425 Quadrangle Dr. Ste. 200. Bolingbrook, IL 60440, or via our web site at: www.SantannaEnergyServices.com. In the event of a billing dispute or issues regarding volume or metering, you may also contact your Utility at 1.800.Edison.1. If you are not satisfied with the response, or to obtain education materials contact the Illinois Commerce Commission (ICC) Consumer Services Division at: 1.800.524.0795 or at: <http://www.icc.illinois.gov/>. You may also contact the Illinois Attorney General’s Office at: 1.800.386.5438 (Northern Illinois), 1.800.243.0618 (Central Illinois), or 1.800.243.0607 (Southern Illinois).

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 and affect the price of supplying electricity. 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 or regulation by any governmental authority, or any cause beyond Santanna’s control. Santanna shall in no event be held liable for any special, punitive, direct, incidental or consequential damages as a result of non-performance under this Agreement.

Name (First Name/Last Name) _____

Service Address: _____

Billing Address: _____

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

Account Number: _____ Meter Number: _____

I have read and agree to the terms and conditions of the Illinois Electric Choice Sales Agreement and acknowledge receipt of a copy of this agreement. By signing this agreement, I authorize the change of my electricity service supplier from my current supplier to Santanna, in accordance with the Terms and Conditions which I am accepting as part of my enrollment with Santanna. If you cancel after 10 business days of receiving the first bill, and before the end of the initial term of this contract, an early termination fee of \$50.00 will be charged. This agreement is with Santanna Energy Services, an Alternative Retail Electric Service Supplier, **NOT** my Electric Distribution Utility. I understand that I will be supplied with electricity whether or not I sign this agreement.

Authorized Signature: _____ Date: ____/____/____

Your enrollment is subject to approval by Santanna Energy Services.

*For more information Contact us: 1-800-764-4427
www.SantannaEnergyServices.com
425 Quadrangle Dr. Ste 200. Bolingbrook, IL 60440*