

Illinois Natural Gas Choice Sales Agreement

Contract Summary	
Product	Preferred 6-Month
Price	\$0.26900 per THM
Term	6 Months
Monthly Administration Fee	\$ 0.00
Natural Gas Utility ("NGU")	Nicor

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 conditions as part of your Agreement with Santanna. As an Alternative Gas Supplier ("AGS") Provider, Santanna will supply the commodity portion of your natural gas service as required by your NGU, based on your usage as reported to Santanna by your NGU. Your NGU shall be responsible for distributing and delivering the natural gas to you at rates regulated by the Illinois Commerce Commission ("ICC").

Eligibility: This Agreement is for residential or small commercial customers only (customers with usage of 5,000 therms or less annually). 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 NGU and customers are sometimes terminated from the program either in error or for being in arrears.

Term: Your service with Santanna will begin on your next scheduled meter read date following your confirmed enrollment with Santanna by your NGU. 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 to a fixed term contract. Once you have been enrolled with Santanna, you will receive a confirmation notice from your NGU. From the date of the NGU's confirmation notice, you will have ten (10) business days before the switch will become effective. 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 natural gas supply service at the price set forth in the Contract Summary of this Agreement. The rate you will pay under the Initial Term of this Agreement includes supply charges but does not include charges from your NGU related to delivery and distribution charges or other fees, state and local taxes, and a monthly administrative fee that is listed in the Contract Summary of this Agreement. You will be charged for the volume of gas you consume, according to your meter reading as reported by your NGU, plus unaccounted-for gas/fuel (F&S) charges. Your NGU will charge Santanna for retail program-related charges relative to your account and usage. Santanna will pass all monthly program-related charges to you. Near the end of your initial term, Santanna will provide an automatic contract renewal notice with a renewal offer including updated rates, fees, charges, and taxes for your consideration.

Right of Rescission: You may rescind your enrollment without penalty within ten (10) business days after the date on your NGU's confirmation notice. You may rescind this Agreement by contacting your NGU at their toll-free telephone number listed below or by contacting Santanna at 800-764-4427.

Cancellation: You may terminate this Agreement without any cancellation fee or penalty. It may take your NGU additional time to complete the cancellation process, as required under program rules. You are responsible for all charges through the date the cancellation is finalized by your NGU.

Agency: You appoint Santanna as your agent for the purposes of securing your natural gas supply and grant Santanna authorization to access your NGU account information, transcripts, and payment history. You also appoint Santanna as your agent with the purpose of enrolling, servicing and billing you for any products or services other than natural gas offered by or through Santanna, if you choose such products or services in the future, and you authorize Santanna to bill you for such products or services on your monthly NGU bill. Santanna reserves the right to determine if your credit standing is satisfactory before accepting your enrollment request.



Payment Terms/Late Fees/Collection: Payments are applied to past due balance first, then to the current invoice. Late fees are 1.5% per month. You will be responsible for any costs or legal fees incurred by Santanna related to the enforcement of this Agreement.

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

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 AGS, upon written notification. You may not assign this Agreement, in whole or in part, without the prior written consent of Santanna. 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.

Regulatory Disclosure: Santanna is not the same entity as your gas delivery company. You are not required to enroll with Santanna. Beginning on June 1, 2021, the utility gas supply cost rate per therm is \$0.5300. The utility gas supply cost will expire on July 1, 2021. For more information go to the Illinois Commerce Commission's free website at www.icc.illinois.gov/ags/consumereducation.aspx."

Santanna represents an independent seller of gas certified by the Illinois Commerce Commission and is not employed by, representing, endorsed by, or acting on behalf of a utility, or a utility program.

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 9:00 a.m. - 3:00 p.m. CST on Saturdays at: 800-764-4427, by fax at: 1-800-877-0673, in writing to: 425 Quadrangle Dr, STE 200, Bolingbrook, IL 60440, or through the website at: www.santannaenergyservices.com.

NGU Contact Information:

Nicor
P.O. Box 4569
Atlanta, GA 30302-4569
Customer Service: 8886426748
Emergencies: 8886426748



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 this Illinois Natural Gas Choice Sales Agreement and acknowledge receipt of a copy of this Agreement. I agree to buy my natural gas supply services from Santanna Energy Services. This Agreement is with an AGS Provider, **NOT** the Natural Gas Utility.

Authorized Signature: _____

Date: ____/____/____

Your enrollment is subject to approval by Santanna Energy Services.