



159 20th St., Suite 1B
Brooklyn, NY 11232

P. 212 590 0145

info@feller.law
www.feller.law

VIA ELECTRONIC FILING and FEDERAL EXPRESS

November 23, 2021

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
400 North Street
Keystone Building
Harrisburg, PA 17120

Re: Grand Energy, LLC's Electric Generation Supplier License Application (Docket No. A-2021-3028150) and Natural Gas Supplier License Application (Docket No. A-2021-3028142)

Dear Secretary Chiavetta:

In regards to the above-referenced matters, enclosed please find the following revised documents approved by Staff on November 23, 2021:

1. Electric Supplier Contract Summary;
2. Natural Gas Supplier Contract Summary; and
3. Electric and Natural Gas Sales Agreement (Residential and Small Business).

Please do not hesitate to contact me if you should have any questions regarding this matter.

Respectfully,

/s/ Michelle Mann
Michelle Mann
Director of Government Affairs and
Regulatory Paralegal
Feller Law Group, PLLC
Phone: (718) 690-3480
Email: michellemann@feller.law

On behalf of Grand Energy, LLC

Enclosures

VERIFICATION

I, Michelle Mann, hereby state that the facts above set forth are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

Respectfully,

/s/ Michelle Mann

Michelle Mann

Director of Government Affairs and

Regulatory Paralegal

Feller Law Group, PLLC

Phone: (718) 690-3480

Email: michellemann@feller.law

On behalf of Grand Energy, LLC

Date: November 23, 2021

Electric Supplier Contract Summary - Residential and Small Business Customers

Electric Generation Supplier Information	<p>Grand Energy, LLC (“Grand” or “We”) 15215 N Kierland Blvd, Unit 830 Scottsdale, AZ 85254 License No. [] www.grand-energy.com Customer Service Toll Free Number: 1.888.970.0838 Customer Service Email: service@grand-energy.com Grand is responsible for the generation charges shown on Customer’s bill.</p>
Price Structure	<p><input type="checkbox"/> Fixed <input type="checkbox"/> Variable</p> <p><input type="checkbox"/> _____% Renewable</p> <p>[If Variable] The price each month shall reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges and other market-related factors, including such factors as electricity market pricing, utility charges, and other market price related factors, as determined by Grand’s discretion, plus all applicable taxes, fees, charges or other assessments and Grand’s costs, expenses and margins. If your product selection includes renewable energy, Grand will purchase and retire renewable energy certificates (REC’s), carbon offsets, verified emission reductions or other instruments or attributes to ensure that a specified percentage of your electricity as selected above comes from renewable sources. There is no limit on how much the price may change from one billing cycle to the next. The price of energy can change each billing period. Such price will be reflected in Customer’s monthly bill.</p>
Generation/ Supply Price	<p>[If Fixed] \$ _____ /kWh during the Initial Term.</p> <p>[If Variable] Customer’s first month’s price with Grand will be [\$_____/kWh]</p>
Statement Regarding Savings	The price may be higher or lower than the price offered by Customer’s electric distribution company (“EDC” or “utility”). Thus savings are not guaranteed.
Deposit Requirements	None.
Incentives (This row is only required if any special incentives are offered)	None.
Contract Start Date	Deliveries of electricity will start on a date set by Customer’s EDC.
Contract Duration/Length	<p>[If Fixed] _____ months (“Initial Term”)</p> <p>[If Variable] Variable: Month-to-Month</p>
Cancellation/ Early Termination Fees	<p>[If Fixed]] There is no early termination fee associated with electric contracts for fixed-rate service.</p> <p>[If Variable] There is no early termination fee associated with electric contracts for variable-rate service.</p>
End of Contract	<p>[If Fixed] Customer will receive two (2) advance written notices from Grand, the first between forty-five (45) and sixty (60) days prior to the expiration of the initial Contract term (“Initial Term”), and the second at least thirty (30) days prior to the expiration of the Initial Term. We will explain Customer’s options in these notices.</p> <p>[If Variable] Variable: Whenever Grand Energy wants to change the terms of this Contract, you will receive two (2) advance written notices from us, the first between forty-five (45) and sixty (60) days prior to the expiration of the initial Contract term (“Initial Term”), and the second at least thirty (30) days prior to the expiration of the Initial Term. We will explain your options in these notices.</p>
Right of Rescission:	You will have a 3 day right to rescind this Contract without penalty upon receipt of your terms and conditions. You may cancel this Contract without penalty by contacting us by telephone at the contact number listed above, or in writing at the address listed above, within 3 business days of your receipt of your Contract.

Natural Gas Supplier Contract Summary – Residential and Small Business Customers

Natural Gas Supplier Information	<p>Grand Energy, LLC (“Grand” or “We”) 15215 N Kierland Blvd, Unit 830 Scottsdale, AZ 85254 License No. [] www.grand-energy.com Customer Service Toll Free Number: 1.888.970.0838 Customer Service Email: service@grand-energy.com Grand is responsible for the gas commodity/supply charges shown on Customer’s bill.</p>
Natural Gas Price Structure	<p><input type="checkbox"/> Fixed <input type="checkbox"/> Variable</p> <p>[If Variable] The price each month shall reflect the cost of natural gas obtained from all sources It will include Transmission Charges (if applicable) and Estimated Total State Taxes, including the Gross Receipts Tax, but excluding applicable state and local Sales Taxes. It will reflect the cost of natural gas, including energy, capacity, settlement, ancillaries, renewable energy credits (RECs), alternative energy credits (AECs), related transmission and distribution charges and other market-related factors; plus, all applicable taxes, fees, charges, costs, expenses and margins. There is no limit on how much the price may change from one billing cycle to the next. The price of energy can change each billing period. Such price will be reflected in Customer’s monthly bill.</p>
Natural Gas Supply Price	<p>[If Fixed] \$ _____ / _____ during the Initial Term.</p> <p>[If Variable] Customer’s first month’s price with Grand will be [\$ _____ / _____]</p>
Statement Regarding Savings	The price may be higher or lower than the price offered by Customer’s natural gas distribution company (“NGDC” or “utility”). Thus savings are not guaranteed.
Deposit Requirements	None.
Incentives (This row is only required if any special incentives are offered)	None.
Contract Start Date	Deliveries of natural gas will start on a date set by Customer’s NGDC.
Contract Duration/Length	[If Fixed] _____ months (“Initial Term”) [If Variable] Variable: Month-to-Month
Cancellation/ Early Termination Fees	[If Fixed] There is no early termination fee associated with natural gas contracts for fixed-rate service. [If Variable] There is no early termination fee associated with natural gas contracts for variable-rate service.
End of Contract	[If Fixed] Customer will receive two (2) advance written notices from Grand, the first between sixty (60) and seventy-five (75) days prior to the expiration of the initial Contract term (“Initial Term”), and the second at least forty-five (45) days prior to the expiration of the Initial Term. We will explain Customer’s options in these notices. [If Variable] Variable: Whenever Grand Energy wants to change the terms of this Contract, you will receive two (2) advance written notices from us, the first approximately sixty (60) to seventy-five (75) days prior to the expiration of the initial Contract term (“Initial Term”), and the second at least forty-five (45) days prior to the expiration of the Initial Term. We will explain your options in these notices.
Right of Recission:	You will have a 3 day right to rescind this Contract without penalty upon receipt of your terms and conditions. You may cancel this Contract without penalty by contacting us by telephone at the contact number listed above, or in writing at the address listed above, within 3 business days of your receipt of your Contract.

Pennsylvania Electric and Natural Gas Sales Agreement Residential and Small Business

Seller: Grand Energy, LLC
15215 N Kierland Blvd., Unit 830
Scottsdale, Arizona 85254
Tel: 1.888.970.0838 Fax: 1.888.502.5593

Energy Consultant: _____

Buyer:
(company name) _____

Signature: _____

Tax ID#: _____

Address: _____

Date: _____

Email: _____

Contact: _____

Telephone: _____

Account#: _____

Utility: _____

Account#: _____

Utility: _____

Account#: _____

Utility: _____

Term of Contract: **From:** _____ **To:** _____

Natural Gas Contract Price:

Agreement Term: Initial period of 1 month.

1) Variable Monthly Rate.

2) Fixed Rate \$ _____ per Ccf/McF (circle one).

Estimated Start Date: [Month] [Year]

Estimated Expiration Date: [Month] [Year] collectively, the
"Initial Term")

Electric Contract Price:

Agreement Term: Initial period of 1 month.

1) Variable Monthly Rate.

2) 100% Green Variable Monthly Rate.

3) Fixed Rate \$ _____ per kWh Green 100%

Estimated Start Date: [Month] [Year]

Estimated Expiration Date: [Month] [Year] (collectively, the
"Initial Term")

General Terms and Conditions

1. AGREEMENT TO SELL AND PURCHASE ENERGY: This is an Agreement between Grand Energy, LLC (“Grand Energy Group” or “Seller”), an energy supplier licensed by the Pennsylvania Public Utility Commission; our license numbers are: [insert license numbers] and the undersigned customer (“Buyer” or “Customer” or “you”) under which Customer shall initiate electricity and/or natural gas supply (collectively, “Energy” or “Commodity Service”) service and begin enrollment with Grand Energy (the “Contract” and/or “Agreement”), which includes the Terms and Conditions, Telephonic Enrollment Third Party Verification, execution of the Sales Agreement and/or Web Enrollment, or required door-to-door contract and acknowledgment forms. You agree to purchase electric and/or natural gas service from Grand Energy for the Account Number(s) and Service Address(es) identified by you during the Telephone Enrollment Third Party Verification, the execution of the Sales Agreement, and/or the Web Enrollment (which serves as an electronic signature all of which will be followed by written confirmation by U.S. Mail or electronic mail). We set the generation prices and charges that you pay. Subject to the Agreement, Grand Energy agrees to sell and facilitate delivery, and Customer agrees to purchase and accept the electric and/or natural gas supply, as estimated by Grand Energy, necessary to meet Customer’s requirements based upon consumption data obtained by Grand Energy or the delivery schedule of your electric distribution utility and/or your local distribution company (“Utility”). Customer agrees to purchase all its Energy from Grand Energy on a firm basis. The amount of electric and/or natural gas delivered supplied under this Agreement is subject to change based upon data reflecting Customer’s consumption obtained by Grand Energy or the Utility delivery schedule. The Utility will continue to deliver the electric and/or natural gas supplied by Grand Energy. Switching fees may apply to a customer under the incumbent natural gas company’s tariff.

2. DEFINITIONS.

Commodity Charges. The charges for basic gas supply service which is sold either by volume (Ccf or Mcf) or heating value (Dekatherms).

Generation Charges. The charge for producing electricity. Generation service is competitively priced and is not regulated by the Public Utility Commission. If you purchase electricity from an electric supplier, your generation charge will depend on the contract between you and your supplier.

Small Business Customer. Person, sole proprietorship, partnership, corporation, association or other business entity that receives electric service under a small commercial, small industrial or small business rate classification, and whose maximum registered peak load was less than 25 kW within the last 12 months.

Transmission Charges. The cost for transporting electricity from the generation source to your electric distribution company. For most electric customers who select a new supplier, transmission costs will be included in the charges from your new supplier. The Federal Energy Regulatory Commission regulates retail transmission prices and services. This charge will vary with your source of supply.

3. PRICE; BILLING: The price for all energy sold under this Agreement shall include and be subject to all applicable taxes and fees but does not include state sales tax and county tax. Customer usage for energy delivered under this Agreement, will be measured by the Utility. Customer will receive a single bill for both commodity service and delivery costs from the Utility and payment is due by date provided on Customer’s Utility bill. If the Customer fails to pay its Utility bill or fails to meet any agreed-upon payment arrangement, the Customer’s service may be cancelled in accordance with the Utility’s tariff’s and the Customer’s Agreement with Grand Energy. Grand Energy does not offer budget billing services. Customer has the right to request from Grand Energy up to twenty-four (24) months of Customer’s payment history for serviced rendered by Grand Energy without charge. You will receive a single bill from your Utility that will contain Grand Energy charges. Generation prices and charges are set by the electric generation supplier you have chosen. Commodity prices and charges are set by the natural gas supplier you have chosen. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services. Historical pricing is not indicative of present or future pricing.

Electric

Price –Fixed Rate: For fixed rate service, the price will remain the same for the duration of the Initial Term of the Agreement, and does not include state sales tax and county tax. The fixed rate shall reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), RECs, related transmission and distribution charges and other market-related factors, including such factors as electricity market pricing, and other market price related factors, as determined by Grand Energy’s discretion, plus all applicable taxes, fees, charges or other assessments and Grand Energy’s costs, expenses and margins. This Agreement does not include Utility charges.

Price – Green Fixed Rate: For fixed rate service, the price will remain the same for the duration of the Initial Term of the Agreement, and does not include state sales tax and county tax. The fixed rate shall reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), RECs, related transmission and distribution charges and other market-related factors, including such factors as electricity market pricing, and other market price related factors, as determined by Grand Energy’s discretion, plus all applicable taxes, fees, charges or other assessments and Grand Energy’s costs, expenses and margins. This Agreement does not include Utility charges.

Price – Variable Rate: For variable monthly rate service, the price shall reflect each month the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges including electricity market pricing, plus all applicable taxes, fees, charges and Grand Energy’s costs, expenses and margins; This Agreement does not include Utility charges. **There is no limit on how much the price may change from one billing cycle to the next. The price of energy can change each billing period. You will be notified of your next month’s variable price upon receipt of your monthly bill.** For variable pricing plans, you may obtain the previous 24 months’ average monthly pricing for your rate class and Utility service territory by visiting us at [insert website where this information will be reflected] or contacting us at the contact information contained in Section 22 below. You can contact Grand Energy each month at 1.888.970.0838 to obtain your current rate for that day.

Price – Green Variable Rate: For green variable monthly rate service, the price shall reflect each month the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), RECs (as defined below), related transmission and distribution charges including electricity market pricing, plus all applicable taxes, fees, charges, and Grand Energy’s costs, expenses and margins. This Agreement does not include Utility charges. **There is no limit on how much the price may change from one billing cycle to the next. The price of energy can change each billing period. You will be notified of your next month’s variable price upon receipt of your monthly bill.** For variable pricing plans, you may obtain the previous 24 months’ average monthly pricing for your rate class and Utility service territory by visiting us at [insert website where this information will be reflected] or contacting us at the contact information contained in Section 22 below. You can contact Grand Energy each month at 1.888.970.0838 to obtain your current rate for that day.

Natural Gas

Price – Fixed Rate: For fixed rate service, the price shall reflect each month the cost of energy obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges and other market-related factors, including such factors as energy market pricing, and other market price related factors, as determined by Grand Energy’s discretion, plus all costs, expenses and margins. This Agreement does not include Utility charges. The rate does not include state sales tax and county tax and the Utility’s service and delivery charges.

Price – Variable Rate: For variable monthly rate service, price shall reflect each month the wholesale cost of natural gas (including commodity, capacity, storage and balancing), transportation, profit, plus all applicable taxes, fees, charges, and Grand Energy’s costs, expenses and margins. Your variable rate can change monthly and your rate does not include state sales tax and county tax and the Utility’s service and delivery charges. **There is no limit on how much the price may change from one billing cycle to the next. The price of energy can change each billing period. You will be notified of your next month’s variable price upon receipt of your monthly bill.** For variable pricing plans, you may obtain the previous 24 months’ average monthly pricing for your rate class and Utility service territory by visiting us at [insert website where this information will be reflected] or contacting us at the contact information contained in Section 22 below. You can contact Grand Energy each month at 1.888.970.0838 to obtain your current rate for that day.

4. TERM: This Agreement shall begin on the date set by your Utility and shall continue for the term set forth in the Contract Summary (the “Initial Term”). See also Section 7 below.

5. CONTRACT AMENDMENT: In the event that there is a change (including changes in interpretation) in law, regulation, rule, ordinance, order, directive, filed tariff, decision, writ, judgment, or decree by a governmental authority, or in the event any of the foregoing which is existing as of the date of this Agreement is implemented or differently administered, including, without limitation, changes in tariffs, protocols market rules, load profiles, and such change results in Grand Energy incurring additional costs and expenses in providing the services contemplated herein, these additional costs and expenses may, at our option, be assessed in your monthly bills for service as additional pass-through charges and you will be notified of these changes in service terms by two separate notices discussed in Section 7 below.

6. RESCISSION AND CANCELLATION BY CUSTOMER:

Residential and small business Customers will have a three (3) business day right of rescission period following the receipt of this disclosure statement. This Agreement shall not be legally binding upon the residential or small business Customer until the three (3) business day rescission period has expired. Customer may contact Grand Energy in writing or orally by contacting us at the contact information contained in Section 22 below. There is no early termination fee associated with electric contracts for fixed-rate service and variable rate service.

7. RENEWAL AND CHANGE OF TERMS:

Electric. 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 notices before the contract ends or the changes happen. You will receive the first notice 45-60 days before, and the second notice 30 days before the expiration date or the date the change becomes effective. These notices will explain your options going forward. You will not be subject to a penalty of fee if you cancel the Agreement at any time between the date the options notice is issued and the expiration of the Agreement.

For Customers on variable rate plans, whenever Grand Energy wants to change the terms of this Contract, you will receive two (2) advance written notices from us, the first between forty-five (45) and sixty (60) days prior to the expiration of the initial Contract term (“Initial Term”), and the second at least thirty (30) days prior to the expiration of the Initial Term. We will explain your options in these notices.

Natural Gas. 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 notices, the first approximately 60-75 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. You will not be subject to a penalty of fee if you cancel the Agreement at any time between the date the options notice is issued and the expiration of the Agreement.

For Customers on variable rate plans, Whenever Grand Energy wants to change the terms of this Contract, you will receive two (2) advance written notices from us, the first approximately sixty (60 to seventy-five (75) days prior to the expiration of the initial Contract term (“Initial Term”), and the second at least forty-five (45) days prior to the expiration of the Initial Term. We will explain your options in these notices.

8. CANCELLATION BY GRAND ENERGY: During the Initial Term, Grand Energy reserves the right to cancel this Agreement at the end of any term for any reason upon thirty (30) days written notice to Customer at the Service Address you provided. This Agreement shall automatically cancel if the requested service location is not served by the Utility, Residential customers moves outside the Utility service area or to an area not served by Grand Energy, disability that renders the Customer of record unable to pay for Grand Energy’s service and/or the Customer of record’s death.

9. EFFECT OF CANCELLATION: If Grand Energy cancels this Agreement early, Customer will be returned to the Utility unless Customer selects a different third-party supplier. The effective cancellation date will be determined by the Utility.

10. CANCELLATION: Customer acknowledges that in the event of a cancellation of this Agreement, the effective cancellation date shall be the date your Utility switches your service back to the utility or to another Supplier and Customer is liable for all Grand Energy charges until Customer’s switch to the Utility or another supplier is effective. A final bill will be rendered within 45 days after the final scheduled meter reading by the Utility or if access is unavailable, an estimate of usage will be used for the final bill, which will be true-up when the final meter reading is provided. Some common reasons for cancellation include: Non-Payment – If your energy service is cancelled by your Utility, then this Agreement is cancelled on the date that your energy service is cancelled. You will owe us for amounts unpaid for our charges for energy service up to the date of cancellation. Company-Initiated Cancellation – If we cancel this Agreement for any reason other than for customer non-payment, we will follow applicable rules in providing notice to you. Customer-Initiated Cancellation – If you cancel this Agreement before the end of the initial term, you will owe us for amounts unpaid up to the date of cancellation. Customer Move – If the customer moves from the address listed above, this Agreement is cancelled. **Customers on a fixed rate agreement who cancel this Agreement after the rescission period and prior to the expiration of the Initial Term, will not be charged an early cancellation fee. There is no early cancellation fee for variable rate plans.**

11. ENVIRONMENTAL CHARACTERISTICS & RENEWABLE ENERGY INFORMATION. If you select an electric renewable energy product, one hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs), generated from qualifying renewable or alternative energy sources in the United States that include at least one of the following types of renewable generation: wind, solar, biomass, biogas, hydroelectric, off-shore wind, tidal (ocean), fuel cells, liquid biofuel, and any other generation source that qualifies as renewable in Pennsylvania. The applicable generation resource mix and environmental characteristics of the electric supply sold by Grand Energy is available at www.grand-energy.com

12. AGENCY:

For natural gas customers, Grand Energy will establish a natural gas transportation program for Customer with its Utility in accordance with the Utility’s procedures. This may require Customer to enter into a transportation agreement under Utility’s transportation service agreement. If requested, Grand Energy will arrange for transportation of natural gas on Customer’s behalf from the transfer point(s) to the respective Utility’s City Gate. Customer authorizes Grand Energy to act as Customer’s designated agent for the arrangement for delivery and transportation of natural gas from transfer point(s) to the respective Utility’s City Gate. Grand Energy will act on Customer’s behalf to provide coordination functions hereunder, including, but not limited to nominating, scheduling and balancing. Grand Energy will supply Customer’s full requirements for natural gas at all facilities listed in this Agreement on a firm basis, and will be responsible for any penalties imposed by the Utility for failure to deliver.

For electric customers, Customer hereby designates Grand Energy as agent to; (a) arrange and administer contracts and service agreements between Customer and Grand Energy and those entities including the PJM Regional Transmission Operator (“PJM”) engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the Utility for the delivery of electricity to the Sales Point and the Customer’s end-use premises. Grand

Energy, as agent for the Customer, will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the Utility and in response to information provided by the Utility. The Sales Points for the electricity will be a point at the PJM Grand Energy load bus (located outside of the municipality where Customer resides). These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

13. DELIVERY POINT, TITLE AND TAXES: Customer and Grand Energy agree that title to, control of, and risk of loss to the electricity and/or natural gas supplied by Grand Energy under this Agreement will transfer from Grand Energy to Customer at the Sales Point(s).

14. WARRANTY: This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and Grand Energy. Grand Energy makes no representations or warranties other than those expressly set forth in this Agreement, and Grand Energy expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

15. FORCE MAJEURE: In the event that either party is rendered unable, wholly or in part, to perform that party's obligations under this Agreement due to events not reasonably anticipated or within either party's control, such as, but not limited to, acts of God, curtailment by Customer's Utility or Grand Energy's transportation capacity, or Customer's Utility appropriation of electric and/or natural gas, etc., the Parties agree that such non-performance shall be excused for the duration of the event which caused it. Should the parties have cause to claim force majeure, the claiming party will notify the other party, in writing, of the cause(s) of such event, the anticipated duration of non-performance and the remedies being taken to eliminate the cause. Financial obligations relating to payment for or delivery of electric and/or natural gas under this Agreement cannot be cause for claiming force majeure and obligations cannot be excused as a result of a force majeure event. If a due to a change in market conditions, Grand Energy wishes to lower the price per Ccf or Mcf charged to customer under an existing contract, it may do without consent provided there are no other charges to the terms and conditions of the Agreement.

16. LIABILITY: The sole remedy in any claim or suit by Customer against Grand Energy will be direct, actual damages limited to the amount of Customer's single largest monthly bill amount in the immediately preceding 12 months. Customer waives all other remedies at law or in equity. IN NO EVENT WILL EITHER GRAND ENERGY OR CUSTOMER BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGES. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT.

17. MEASUREMENT: Both parties agree hereto to accept for purposes of accounting for quantity, quality and measurement of Energy to be those values reported by the Utility.

18. DISPUTE RESOLUTION: In the event of a billing dispute or a disagreement involving Grand Energy's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Grand Energy by telephone or in writing as provided above. If your complaint is not resolved after you have called Grand Energy, Customer may contact the Pennsylvania Public Utility Commission at 1.800.690.7380.

19. ASSIGNMENT: Customer may not assign its interests in and obligations under this Agreement without the express written consent of Grand Energy. Grand Energy may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, or other entity as authorized by the Pennsylvania Public Utility Commission. In the event this Agreement is to be assigned to another energy supplier, or other entity, Grand Energy will provide advance written notice to the Customer with the new energy supplier, or other entity's name, contact information, estimated date of transfer, and confirmation that this Agreement will remain unchanged until either the Customer or new energy supplier decides to cancel or the Initial Term renews as detailed on the Contract Summary.

20. TELEPHONIC COMMUNICATION: By accepting this Agreement, you consent to receive calls and/or texts for any purpose, including with marketing offers and other information, from Grand Energy, its affiliates and/or assigns, at the telephone number(s) you provide to Grand Energy, its affiliates and/or assigns, possibly through use of automated technology or pre-recorded voice. You agree that this consent survives the cancellation of your Agreement and that your consent to receive marketing communications is not a condition of purchase and may be revoked at any time.

21. INFORMATION RELEASE AUTHORIZATION: Throughout the duration, you authorize Grand Energy to obtain information from the Utility that includes, but is not limited to, account name, account number, billing address, service address, telephone number, standard offer service type, historical and future energy usage, rate classification, meter readings, characteristics of energy service and, when charges hereunder are included on your Utility bill, billing and payment information from the Utility. We will maintain the confidentiality of your personal information, including name, address, telephone number, energy usage and historic payment information, as required by applicable Pennsylvania Public Utility Commission regulations and Federal and State laws. You authorize

Grand Energy to release your information to third parties that need to know such information in connection with your energy service and to Grand Energy’s affiliates and subcontractors. These authorizations will remain in effect as long as this Contract is in effect. You may rescind these authorizations at any time by either calling or providing written notice to us at the number and/or address provided below under the Contact Information section of the Contract. We reserve the right to the extent permitted by law to reject your enrollment or cancel this Contract in the event these authorizations are rescinded.

22. CONTACT INFORMATION: Customer may contact Grand Energy Service Contact Center 1.888.970.0838, Monday through Friday 9:00 a.m. - 5:00 p.m. EST (contact center hours subject to change) or write to Grand Energy at: 15215 N Kierland Blvd, Unit 830, Scottsdale, Arizona 85254 or by email at service@grand-energy.com. You may visit us online at www.grand-energy.com. Shopping for an electric supplier is available at www.PaPowerSwitch.com and shopping for a natural gas supplier is available at www.PaGasSwitch.com or other successor media platform as determined by the Commission, by calling the Commission at 1.800.690.7380 or write to Pennsylvania Public Utility Commission at: 400 North Street, Keystone Bldg., Harrisburg, PA 17120, or calling the Office of Consumer Advocate at 1.800.684.6560 or at www.oca.state.pa.us.

23. EMERGENCY SERVICE: In the event of a gas leak, electric power outage or other emergency, please use the following toll-free numbers to directly contact your Utility:

Duquesne	1.888.393.7000	MetEd	1.800.545.7741
PECO	1.800.494.4000	Penelec	1.800.545.7741
Penn Power	1.800.720.3600	PPL	1.800.DIAL.PPL
West Penn Power	1.800.686.0021	People’s Natural Gas/People’s Gas Co.	1.800.400.4271
UGI Utilities	1.800.276.2722	National Fuel	1.800.444.3130

24. CHOICE OF LAWS: Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the Commonwealth of Pennsylvania. This Agreement shall be construed under and shall be governed by the laws of the Commonwealth of Pennsylvania without regard to the application of its conflicts of law principles.

25. PARTIES BOUND: This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

26. CONFIDENTIALITY: Customer agrees that for so long as this Agreement remains in effect and for a period of two (2) years following cancellation of this Agreement, this Agreement and all pricing provided there under is commercially sensitive and shall not, unless required by law, be disclosed to any third party, or any Customer employee without a need to know, without the prior written consent of Grand Energy.

27. FORWARD CONTRACT: Each Party acknowledges that: (a) this Agreement is a forward contract and a master netting agreement as defined in the United States Bankruptcy Code (“Code”); (b) this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of Commodities; (c) Seller is not a “Utility” as defined in the Code; (d) Commodity supply will be provided by Seller under this Agreement, but delivery will be provided by the Utility; and (e) the Utility, and not Seller, is responsible for responding to service problems or emergencies should they occur.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ ALL TERMS AND CONDITIONS AND THAT I AM AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE CUSTOMER.

Customer’s Authorized Representative

Name_____

Signature_____

Date_____

Grand Energy Authorized Representative

Name_____

Signature_____

Date_____

Energy Consultant

Name_____

Signature_____

Date_____