



# Commercial Gas Supply Agreement

CAA

## ACCOUNT HOLDER INFORMATION

VERSION CODE CCA006, CAV001

This Agreement is for competitive retail natural gas ("Gas") service between SFE Energy California, Inc. ("SFE") and the Business Legal Name ("Applicant") as outlined below.

Business Legal Name ("Applicant"): DeAnza Properties Inc

☐ Mr. ☐ Ms. ☐ Mrs. Contact First Name: Goran Contact Last Name: Culic

Phone: 408-314-0389 Ext: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: goran@deanzaproperties.com

By providing my email address above, I agree to receive notifications and information from SFE and its affiliates.

Service Address: See Schedule A  
Street Address

City: \_\_\_\_\_ State: CA Zip: -

Billing Address (if different from Service Address): 1520 Southwest Expy  
Street Address

City: San Jose State: CA Zip: 95126 -

Gas		
<input checked="" type="radio"/> Pacific Gas & Electric (PG&E)	Tax Exempt Form Attached? <input type="checkbox"/> Yes	
<input checked="" type="checkbox"/> Fixed Price: <u>24</u> month(s) at <u>1.04</u> ¢ per therm		
<input type="checkbox"/> Variable Price: Month to Month Price per therm (price will vary monthly)	<u>375,000/Th</u> Estimated Annual Usage	
(Offer is valid until <u>01</u> MONTH, <u>19</u> DAY, <u>2023</u> YEAR; Time <u>5pm est</u> )		
<u>        </u> Gas Service Agreement ID	<u>        </u> Utility Account Number	<u>2/2023</u> Requested Supply Date
Scheduled Appointment? <input checked="" type="checkbox"/> YES	Schedule A Attached <input checked="" type="checkbox"/> Yes	Number of Locations: <u>26</u>

## CUSTOMER DISCLOSURE STATEMENT

- SFE is licensed by the California Public Utilities Commission ("CPUC") to offer Gas (CPUC License Number CTA0015) in California.
- SFE sets the prices and charges as selected above ("Price") that the Applicant pays. The CPUC regulates distribution prices and services.
- The Applicant authorizes SFE and its affiliates to obtain and review information regarding the Applicant's credit history from credit reporting agencies and the Applicant's Gas public utility ("Utility"). See Section 9 of the Terms and Conditions for details.
- The Applicant will receive one bill from the Applicant's Utility for distribution charges, basic Gas service charges and any other related charges.
- The Applicant will buy their Gas for the above Service Address and/or the Service Address(es), as outlined in the Schedule A, from SFE beginning on a date set by the Applicant's Utility and will continue for the term selected above ("Term").
- SFE will use reasonable commercial efforts to begin supply on or near the date requested. See Section 2 of the Terms and Conditions for details.
- If the Applicant selected a Fixed Price, SFE may renew, including automatic renewals, the Agreement at the end of the Term. See Section 10 of the Terms and Conditions for details.
- If the Applicant selected a Fixed Price and early terminates the Agreement, early termination fees of \$0.18 per therm for the estimated usage for the remainder of the Term of the Agreement of Gas supply, plus applicable taxes, shall apply.

**Right of Rescission:** Unless otherwise required by federal law, the Applicant may cancel this Agreement, at no cost, at any time before midnight of the third business day after receiving a copy of this Agreement by contacting SFE. See Sections 7 and 15 of the Terms and Conditions for details.

**APPLICANT AWARENESS:** The Applicant understands that the Sales Representative is representing SFE and is not from the Utility. The Applicant understands that by choosing SFE as their core transport agent, the Utility will continue to deliver the Applicant's Gas service, read the Applicant's meter, bill the Applicant, and respond to any emergencies.

By signing below, the Applicant confirms that they are the account holder and/or the contact authorized to make account decisions, agrees to purchase Gas service from SFE and acknowledges that they have read the Agreement and understand and agree to the Terms and Conditions of the Agreement.

Goran Culic

Contact Signature

(I have authority to bind the Applicant to this Agreement)

Goran Culic

Contact Print Name

Director

Title

Signing Date: 01/20/2023  
MONTH DAY YEAR

          
Sales Representative Signature

          
Sales Representative Print Name

          
Sales Representative ID Number

## Office Use Only

         SFE Representative Signature (Counter Sign)          Contact Print Name          Title          Signing Date: \_\_\_\_\_  
MONTH DAY YEAR

Please email the completed form as a saved pdf to [commercial@sfeenergy.com](mailto:commercial@sfeenergy.com)

TPV Confirm #

--To: SFE Energy California, Inc. ("SFE") and the local gas public utility ("Utility") for the Service Address(es) on the Agreement and/or Schedule A (the "Agreement").

## SUMMARY

Public Utilities Code Section 986 requires that each registered Core Transport Agent ("CTA") offering natural gas ("Gas") service to small commercial customers provide the potential customer with this written notice prior to the commencement of service. This written notice describes the price, terms and conditions of service that will apply to the Applicant, if the Applicant decides to purchase Gas from SFE. This notice contains important information regarding the price, terms, and conditions of service with our company. This summary describes some of the more important points covered in this notice. The Applicant should, however, read the entire notice so that they understand all of the price, terms, and conditions which apply to the Applicant. SFE is a registered CTA with the California Public Utilities Commission. Our CTA registration number is CTA0015. SFE's address is SFE Energy California, Inc., P.O. Box 967, Buffalo, NY 14240-0967. SFE's telephone number is 1-888-659-2994.

## YOUR RIGHT TO CHOOSE

The Applicant has the right to choose who the Applicant wants to purchase their Gas from. If the Applicant selects a CTA to supply them with Gas, the Applicant's existing Utility will still be responsible for ensuring that the Gas is transported to the Applicant's business. If the Applicant chooses SFE to be their CTA, we do not offer a low income assistance program that provides a discount on the Applicant's Gas bill. If the Applicant qualifies, the Applicant may also be eligible for low income assistance for the Gas transport service provided by the Applicant's existing Utility. The Applicant should contact the Utility to see if they are eligible for such assistance, and to apply with the Utility if the Applicant is eligible for such assistance. In selecting a CTA, the Applicant should be aware that the CTA will require the Applicant to enter into a contract for a fixed period of time rather than on a month to month basis. If the Applicant enters into a contract for a fixed period of time, and the Applicant decides to switch their Gas provider before the contract term is up, the Applicant may be obligated to pay certain fees or penalties for early termination of the Agreement. SFE's early termination fees and penalties are explained below in the Terms and Conditions of Service.

## NOTICE OF PRICE, TERMS, AND CONDITIONS OF SERVICE

**1. Agency.** The Applicant hereby appoints SFE as agent for the purposes of (i) acquiring the supplies necessary to meet the Applicant's Gas service, and (ii) arranging, contracting for, and/or administering transportation, distribution and related services over transportation facilities and those of the Utility needed to deliver Gas service to the Applicant's Service Address(es). The Agreement is for the sale and purchase of Gas service, and is between SFE and the Applicant under which the Applicant shall initiate Gas service and begin enrollment with SFE. Subject to the Terms and Conditions of the Agreement, SFE agrees to sell and deliver, and the Applicant agrees to purchase and accept, the quantity of Gas service, as estimated by SFE, necessary to meet the requirements based upon consumption data obtained by SFE or the delivery schedule of the Applicant's Utility. The amount of Gas service delivered under the Agreement is subject to change based upon data reflecting the Applicant's consumption determined by SFE or obtained from the Utility delivery schedule.

**2. Length of Agreement.** The Applicant acknowledges that the commencement of the Agreement begins on the date on which the Applicant has signed the Agreement ("Start Date"). If a specific Supply Date is requested on the first page of this Agreement, SFE will use reasonable commercial efforts to begin supply on or near the date requested. If no Supply date is requested, SFE shall use reasonable commercial efforts to attempt to flow on the next available date. The Applicant acknowledges that the service under the Agreement depends upon the date on which the Applicant's Utility completes all applicable switching and enrollment processes ("Supply Date"). The Applicant further acknowledges that the timing for the Utility's completion of the switching and enrollment processes is beyond SFE's control, and SFE makes no warranties as to the Applicant's Supply Date. The end date of the Agreement ("End Date") is the meter reading date after the entire term (as indicated on the first page of the Agreement) of the Agreement, plus any time required to obtain a final meter read. The Term of the Applicant Agreement is the period from the Supply Date to the End Date.

**3. Gas Service Billing:** Although the Applicant will be purchasing Gas from SFE, SFE will arrange to have the Utility send the Applicant a single bill for the Utility's charges and for SFE's charges. Should the Applicant have any past due amounts on their bill, the Utility is responsible for collecting any past due amount(s) from the Applicant. If the Applicant fails to pay any past due amount(s) owed to the Utility, the Utility may then disconnect the Applicant's service. If the Applicant fails to pay any past due amount owed to SFE, SFE may transfer the Applicant's Gas service back to the Utility, who may then disconnect the Applicant's Gas service if the Applicant fails to pay the Utility's charges. If the Applicant's Gas service is disconnected, the Applicant may be obligated to pay a disconnect fee to the Utility. In order to reestablish Gas service, the Applicant may be required to pay a reconnection fee to the Utility. The Applicant acknowledges that their Utility will bill them for the Gas service delivered to the Service Address(es) and for certain distribution access charges and any other fees, charges or taxes relating to the delivery of Gas service delivered to the Service Address(es) and that the type and frequency of such billing will be in accordance with the Applicant's Utility's billing practice and the Applicant's Utility's usual billing cycle. The Applicant further acknowledges that, at some point during the Term of the Agreement, SFE may choose to bill the Applicant directly for all costs associated with the supply and delivery of Gas service to the Service Address(es), provided that the Applicant will not have to pay any additional fees or costs which are above and beyond the fees and costs mentioned herein, as a result of SFE billing the Applicant directly. In the event that SFE bills the Applicant directly, SFE's billing terms will be as follows: SFE shall invoice the Applicant monthly for all amounts due to SFE pursuant to the Agreement for the applicable billing period. The Applicant shall pay to SFE in full any amounts owing by the due date indicated on the invoice. If the Applicant fails to pay on time, the Applicant shall pay 1% interest per month (12% per annum) on the unpaid amount, from the due date of payment until payment is received. SFE or the Applicant's Utility is entitled to revise any bill if necessary to account for any reassessment by the Applicant's Utility. The Applicant's Utility will determine the amount of Gas service that is delivered to the Service Address(es) and may do so by periodic meter reading, estimation, or allocation, and SFE will be entitled to charge based on this information. The Applicant shall be responsible for all costs that relate to any failure to pay, including charges for dishonored checks, and any legal and collection costs. SFE shall be entitled to revise any bill after it is rendered, regardless of payment by the Applicant, to account for any reassessment made by SFE or by the Applicant's Utility resulting from an actual meter read or consumption adjustment.

**4. Pricing.** The Price that the Applicant will pay for the Gas service from SFE is as selected on the first page of the Agreement. Unless otherwise agreed to in writing, the Price for Gas service does not include related charges, taxes of any kind and other amounts charged by the Applicant's Utility, including, without limitation, charges relating to transportation, delivery and service charges which the Applicant will remain responsible for. The Price, along with any Utility related charges and/or taxes, will appear in a single bill prepared by the Applicant's Utility. If the Applicant's Utility does not bill the Applicant for SFE's charges, then SFE may choose to bill the Applicant directly, or return the Applicant to the Utility supply service. If the Applicant is a small commercial customer, the Applicant will receive a table that will form part of this Agreement. The table will provide the Applicant with an estimate of the monthly Gas bill based on the total price of Gas (in therms) delivered to the Applicant and estimated monthly usage.

**Fixed Price for Natural Gas:** If the Applicant selected a Fixed Price, the Price per therm includes applicable costs for transmission and delivery for Natural Gas delivered to Your Utility's city gate excluding applicable state and local tax. In addition to the Price for the SFE program selected, You will pay Utility charges.

**Variable Price for Natural Gas:** If the Applicant selected the Variable Price, the Price per therm will be established prior to the month of flow and may vary each month based upon Natural Gas market pricing, transportation costs, storage costs, Utility charges, balancing costs, loss factors, pooling charges, credit costs, a margin, other market price related factors and applicable taxes. The Variable Price will be set at SFE's discretion.

**5. Change in Law.** SFE may pass through or allocate, as the case may be, any increase or decrease in our costs or cost components (including changes to rate calculation) related to the Gas service and ancillary products and services that results from the implementation of a new (or changes to any) law, rule, regulation, ordinance, statute, judicial decision, administrative order, Utility tariff, rule of any regulatory commission or agency with jurisdiction in the state in which the accounts are located. Such increases or decreases will be included in subsequent invoices or billing to the Applicant. The changes, as described here, may change any or all of the components described within this Agreement regardless of how they are classified.

**6. Title.** All Gas service sold under the Agreement shall be delivered to a location considered the "Point of Delivery", which shall be at the Utility City Gate (located outside of the municipality of the Service Address(es)) or Utility load bus, and shall constitute the point at which title transfers and the sale occurs. SFE will indemnify and hold the Applicant harmless from all taxes, royalties, fees or other charges incurred before title passes with respect to the Gas service provided in the Agreement.

**7. Cancellation Provisions.** The Applicant has the right to cancel the Agreement until midnight of the third (3rd) day after the date on which the Agreement is signed or offer to purchase from SFE was made. A core commercial Gas customer can also waive their right to cancel under Public Utilities Code §989.1(a) by signing a separate written waiver of their right to cancel and returning that waiver to the CTA. This separate written waiver must be presented to the Applicant at the time they sign the Agreement or offer to purchase from the CTA. Regardless of the Price selected, the Applicant is liable for all SFE charges until the Applicant returns to the Utility's default generation service or switches to another supplier. A final bill will be rendered after the final scheduled meter reading; however, if a final meter reading is unavailable, an estimate of consumption will be used in the final bill, which will be true-up subsequent to the final meter reading. The cancellation will become effective on a date determined by the Applicant's Utility. If a new provider is not selected upon cancellation of the Agreement the Applicant shall be returned to its Utility supply service. To cancel/rescind the contract, the Applicant should contact SFE by telephone or in writing at the contact information provided (see Section 15). If the Applicant plans to move to another location, the Applicant may transfer the Agreement by notifying SFE (see Section 15) of the Applicant's new Service Address(es) at least forty-five (45) days in advance of the anticipated relocation date. Upon receipt of such notice, SFE will use reasonable commercial efforts to continue the program contemplated by the Agreement for the remaining Term of the Agreement at the new Service Address(es). If the Applicant's Utility provides SFE with a notification of a change of address within the Applicant's Utility supply service area and when SFE receives such notice, it will use reasonable commercial efforts to continue the program contemplated by the Agreement for the remaining Term of the Agreement at the new Service Address(es). Otherwise, the Agreement shall be automatically cancelled and early termination fees of \$0.18 per therm plus applicable taxes, for the estimated usage of the Gas service for the remainder of the Agreement shall apply. The cancellation will become effective on a date determined by the Utility. The Applicant also agrees to notify SFE in writing of any other change of information (including a change of account number, contact information or mailing address) at least sixty (60) days prior to such change taking effect or immediately if the change is to take effect in less than sixty (60) days. The Applicant agrees that SFE may terminate the Agreement at any time by providing at least ten (10) days' written notice if SFE is unable to or is prevented from complying with any of the obligations it owes as a result of a regulatory change or a change to the Utility service agreement or if the Utility is unable to or is prevented from complying with any of the obligations it owes to SFE under this service agreement. If the Applicant has a Fixed Price Agreement and SFE terminates the Agreement, unless for a reason out of the Applicant's control such as a regulatory change, early termination fees of \$0.18 per therm for the estimated Gas usage for the remainder of the Agreement shall apply. Reasons for cancellation may include, but are not limited to:

**Existing Agreement with SFE** – SFE reserves the right to cancel this Agreement if it is determined that the Applicant is currently under a Gas contract and currently receiving Gas services from SFE.

**Non-Payment** – If the Applicant's Gas service is cancelled by the Applicant's Utility, then the Agreement is cancelled on the date that the Applicant's Gas service is cancelled. The Applicant will owe SFE for amounts unpaid up to the date of cancellation. SFE is not permitted to physically disconnect and/or reconnect the Applicant's Gas service. If the Applicant's Gas service is disconnected by the Applicant's Utility, the Applicant may be obligated to pay a fee to their Utility (see Section 3).

**Material Breach** – The Applicant has breached any terms of the Agreement in any way.

**Residential Customers** – SFE may cancel the Agreement if SFE is notified that the Applicant is a residential customer.

**Regulatory Changes** – If, at some future date, there is a change in any law, rule, regulation or pricing structure whereby SFE is prevented or prohibited, from carrying out the Term of the Agreement.

**8. Assignment.** The Applicant may not assign the Applicant's interests in or delegate the Applicant's obligations under the Agreement. SFE may sell, transfer, pledge or assign the accounts receivable, revenues or proceeds hereof, in connection with any financing agreement, purchase of accounts receivable program or billing services agreement, and may assign the Agreement and the rights and obligations thereunder, to another energy supplier, Gas service or other entity as authorized by the CPUC, by providing the Applicant with at least ten (10) days' notice.

**9. Information Release Authorization.** The Applicant authorizes SFE and its affiliates to obtain and review information regarding the Applicant's credit history from credit reporting agencies and the following information from the Utility: historic Gas usage, and energy billing and payment information ("Information"), including any negotiated payment plans entered into between the Applicant and the Applicant's Utility, as a condition of obtaining Gas under the Applicant's Utility tariffs for the Gas service. The Applicant also authorizes the Applicant's Utility to release to SFE the Information that is necessary to provide the Gas service for the Utility account(s) listed in the Applicant's Agreement. The Applicant further understands that this will assist the Applicant's Utility and SFE in providing better customer service. SFE is required to keep this Information secure and confidential at all times. SFE's authorization will remain in effect during the initial Term and any renewal Term of the Agreement. This Information will not be disclosed to a third party unless required by law. The Applicant execution of the Agreement shall constitute authorization for the release of this Information to SFE. The Applicant may consent to providing SFE with a copy of the Applicant's Utility bill(s) in order to process the Agreement with the Utility. The Applicant may rescind this authorization at any time by providing written notice thereof to SFE or by calling SFE (see Section 15). SFE reserves the right to cancel the Agreement in the event the Applicant rescinds the authorization. The Applicant also understands and agrees that SFE is not an agent of the Utility and shall not be liable for any SFE acts, omissions or representations including any liability resulting from use of information disclosed to SFE or others as part of this authorization.

#### **10. Agreement Expiration/Renewal Provisions/Change in Terms:**

**Fixed Price Agreement:** At the end of the initial Fixed Price Term Agreement, If the Applicant is a small commercial customer, their Agreement will continue on a month to month basis unless the Applicant chooses another Gas service provider or signs a new Agreement with SFE. If the Applicant is not classified as a small commercial customer, at the end of the initial Term of the Agreement, SFE will automatically renew the Agreement. If SFE does not receive notice, either written or verbal, from the Applicant at least thirty (30) days prior to the end of the initial Term of the Agreement, the Agreement will automatically continue on a month to month basis at a monthly Variable Price per therm. Should the Applicant wish to terminate the Fixed Price Agreement at any time after the initial Term, they can do so without penalty by providing SFE with notice. Once the Applicant has provided SFE with their notice to not renew, SFE will return the Applicant to their Utility supply service at the next available service period.

**Variable Price Agreement:** If the Applicant selected a Variable Price and the Applicant wishes to terminate the Agreement at any time, they can do so without penalty by providing SFE with written notice. Once the Applicant has provided SFE with their notice, SFE will return the Applicant to their Utility supply service at the next available service period.

**11. Material Change.** In the event that additional charges, fees or other costs are incurred or applied by any regulatory body, Utility or other entity, as a result of a material change to the Applicant's consumption, capacity obligation, or other components required to serve the Applicant, and SFE incurs material incremental costs required to maintain the same quantity, location or level of services contemplated in this Agreement, SFE may charge the Applicant for the purchase/liquidation of energy or related services bought or sold as a result of said Material Change. SFE shall pass incremental costs along to the Applicant at no markup.

**12. Warranty.** The Agreement for Gas service, including applicable attachments, constitutes the entire agreement for the supply of Gas service between the Applicant and SFE. SFE makes no representations or warranties other than those expressly set forth in the Agreement, and SFE expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

**13. Force Majeure.** SFE will make commercially reasonable efforts to provide Gas service hereunder, but SFE does not guarantee a continuous supply of Gas service to the Applicant. Certain causes and events out of the control of SFE ("Force Majeure Events") may result in interruptions in service. SFE will not be liable for any such interruptions caused by a Force Majeure Event, and SFE is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include but are not limited to acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the necessary distribution system, non-performance by the Utility, changes in laws, rules, or regulations of any governmental authority or any other cause beyond SFE's control.

**14. Liability.** The remedy in any claim or suit by the Applicant will be solely limited to direct actual damages. By entering into the Agreement, the Applicant waives any right to any other remedy in law or equity. In no event will either SFE or the Applicant 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 the Agreement.

**15. Contact Information.** The Applicant may contact SFE's Customer Care at 1-888-659-2994 Monday through Friday 8:00 a.m. - 6:00 p.m. PST and Saturday 9:00 a.m. - 3:00 p.m. PST (Customer Care hours subject to change). The Applicant may write to SFE at: SFE Energy California, Inc., P.O. Box 967, Buffalo, NY 14240-0967 or via email at [cs@sfeenergy.com](mailto:cs@sfeenergy.com). SFE's fax number is 1-866-421-8098. The name and telephone number of The Applicant's Utility and Supplier of Last Resort is: Pacific Gas & Electric (PG&E) 1-800-743-5000.

**16. Your Rights If You Are Denied Service.** If the Applicant is a small commercial customer and is offered Gas service by SFE, and we decline to provide the service to the Applicant, the Applicant has the right to request that SFE provide them with a written reason as to why SFE declined to provide the Applicant with service. The Applicant's request for the written reason must be made within thirty-five (35) days from the date that SFE declined to provide service to the Applicant. SFE will then have thirty (30) days from the Applicant's request to provide the Applicant with the written reason as to why SFE declined to provide service to the Applicant. If the Applicant disagrees with the written reason as to why SFE declined to provide service to the Applicant, they may submit an informal complaint to the CPUC to see if the CPUC can informally resolve this issue. The parties agree to use their best efforts to resolve any dispute. If the Applicant is not satisfied after discussing the terms with SFE, the Applicant may contact the CPUC at 1-800-449-7570 or at [www.cpuc.ca.gov/puc](http://www.cpuc.ca.gov/puc).

**17. Dispute Resolution.** In the event of a question or concern, please contact SFE. The Applicant should contact SFE by telephone or in writing at the contact information provided (see Section 15). The parties agree to use their best efforts to resolve any dispute. If the Applicant is not satisfied after discussing the Applicant's concerns with SFE, the Applicant may contact the CPUC at 1-800-449-7570 or at [www.cpuc.ca.gov/puc](http://www.cpuc.ca.gov/puc). Different complaint procedures apply depending upon whom the Applicant has a dispute with. If the Applicant has a billing-related dispute concerning the Applicant's Utility charges, or a dispute regarding the manner in which the Gas is distributed, an informal complaint may be submitted to the CPUC for an attempt at resolving the matter. If the matter is not resolved, the Applicant may file a formal complaint with the CPUC if the Applicant meets the conditions set forth in Article 4 of the CPUC's Rules of Practice and Procedure. If the Applicant has a billing-related or service-related dispute with SFE, the Applicant may complain to the CPUC. The CPUC shall first attempt to informally resolve the Applicant's complaint through the informal complaint process. If the matter cannot be resolved satisfactorily, the Applicant may file a formal complaint against SFE with the CPUC or file a complaint against SFE in civil court. If the Applicant files or submits a complaint with the CPUC against the Applicant's Utility or SFE, the Applicant's Gas service cannot be disconnected if the Applicant deposits the disputed amount with the CPUC in an escrow account. If the Applicant has any questions regarding the CPUC complaint procedures, the Applicant may contact the Consumer Affairs Branch (CAB) or the Public AdvFr's Office of the CPUC. The CAB may be reached at 1-800 649-7570, and the Public Advisor's Office may be reached 1-866-849-8390. To avoid falling into breach, the Applicant must still pay all undisputed sums by the due date.

**18. Agreement Verification.** If the Applicant is a small commercial customer and decides to purchase Gas service from someone other than their current provider of Gas, the law requires the new CTA or the Utility to verify that the Applicant agrees to the change in their provider. This verification can take place in several ways. The CTA must confirm the Applicant's Agreement to switch to the new provider in one of four ways. The new CTA can use a third-party verification; mail the Applicant an information package regarding the Agreement to switch and the Applicant returns this written confirmation; have the Applicant sign a document which explains the effect of the change to a new CTA; or obtain the Applicant's consent through electronic means, such as email or facsimile authorization.

**19. Taxes and Laws.** Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature, and description due and payable with respect to service provided under the Agreement, shall be paid by the Applicant, and the Applicant agrees to indemnify SFE and hold SFE harmless from and against any and all such taxes. The Agreement is subject to present and future legislation, orders, rules, regulations, or decisions of a duly constituted governmental authority having jurisdiction over the Agreement or the services to be provided hereunder. If the Applicant is exempt of any taxes it is the Applicant's responsibility to contact SFE Customer Care (see Section 15) to provide such written notification, including written notification of renewed tax exemption. Otherwise, until the Applicant provides such proof, we are not required to recognize any exemption or refund/credit previously paid taxes. Tax exemption will only occur on the next meter read bill after such notice is received and acknowledged. The Agreement shall be construed under and shall be governed by, the laws of California without regard to the application of its conflicts of law principles.

**20. ARBITRATION.** THE PARTIES AGREE THAT, AT THE REQUEST OF EITHER PARTY, ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT(S), INCLUDING ITS EXISTENCE, PERFORMANCE, INTERPRETATION, BREACH, VALIDITY, OR TERMINATION, AND WHICH ARE NOT OTHERWISE RESOLVED BY THE PARTIES SHALL BE SUBJECT TO AND FINALLY RESOLVED BY INDIVIDUAL ARBITRATION ONLY, EXCEPT THAT ANY DISPUTE OR CLAIM THAT MAY BE BROUGHT IN SMALL CLAIMS COURT OR ANY CLAIM THAT CANNOT BE ARBITRATED UNDER APPLICABLE LAW SHALL NOT BE SUBJECT TO ARBITRATION. ANY SUCH ARBITRATION SHALL BE THE PARTIES' SOLE AND EXCLUSIVE REMEDY. BY AGREEING TO ARBITRATION, YOU UNDERSTAND THAT ANY SUCH DISPUTE WILL BE DECIDED BY A NEUTRAL THIRD PARTY OUTSIDE OF COURT AND THAT YOU AND SFE ARE WAIVING YOUR RIGHTS TO SUE IN A COURT OF LAW AND TO HAVE A JURY TRIAL REGARDING SUCH DISPUTE. YOU AGREE THAT SUCH ARBITRATION PROVIDES YOU WITH A MEANINGFUL AND AFFORDABLE WAY TO HANDLE DISPUTES RELATED TO THIS AGREEMENT. The arbitration will be administered in accordance with the Rules of Arbitration of the state where the Service Address is located. The arbitrator(s) shall not have authority to join or combine the claims of more than one person or to hear or decide any class, collective or representative action of any kind against You or SFE. The award of the arbitrator shall be final and binding and judgment on it may be entered in any court of competent jurisdiction. The arbitration shall take place in the county seat of the county in which You reside. You and SFE shall each pay their own filing and legal fees and other expenses, unless provided otherwise by law or this Agreement. The interpretation and enforcement of this arbitration provision shall be governed by the Federal Arbitration Act. The arbitrator(s) selected according to the terms set forth herein shall determine the arbitrability of any matter brought to them, and their decision shall be final and binding on the Parties in all respects. This provision shall survive termination of this Agreement.

**19. CLASS ACTION WAIVER AND OTHER RESTRICTIONS.** ARBITRATION SHALL PROCEED SOLELY ON AN INDIVIDUAL BASIS WITHOUT THE RIGHT FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF OTHERS. YOU AND SFE EXPRESSLY WAIVE THE RIGHT TO COMMENCE, BE A PARTY TO, JOIN IN OR BE AN ACTUAL OR PUTATIVE CLASS MEMBER OF ANY



CLASS, COLLECTIVE, GROUP, JOINT, OR REPRESENTATIVE ACTION OF ANY KIND IN ANY FORUM, INCLUDING IN COURT AND ARBITRATION, ARISING FROM OR RELATED TO THIS AGREEMENT. The arbitrator's authority to resolve and make written awards is limited to Claims between You and SFE alone. Claims may not be joined or consolidated unless agreed to in writing by all Parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named Party to the arbitration. Notwithstanding any other provision in these Terms and Conditions, and without waiving either Party's right of appeal, if any portion of this "Class Action Waiver and Other Restrictions" provision is deemed invalid or unenforceable, then the entire Arbitration Provision (other than this sentence) shall not apply. This provision shall survive termination of this Agreement.

**21. WAIVER OF JURY TRIAL.** SUBJECT TO ANY AGREEMENT TO ARBITRATE BETWEEN YOU AND SFE, YOU AND SFE WAIVE THE RIGHT TO A JURY TRIAL IN ANY CLAIM OR DISPUTE ARISING BETWEEN THE PARTIES ARISING FROM OR RELATED TO THIS AGREEMENT THAT PROCEEDS IN COURT, AND AGREE THAT THE CLAIM OR DISPUTE WILL BE HEARD AND DECIDED ONLY BY A JUDGE. This provision shall survive termination of this Agreement.

**22. Delay or Failure to Exercise Rights.** No partial performance, delay, or failure on the part of SFE in exercising any rights under the Agreement, and no partial or single exercise thereof, shall constitute a waiver of such rights or of any other rights hereunder.

**23. Parties Bound.** The Agreement is binding upon the parties hereto and their respective successors and legal assigns.



## Schedule A - Account Listings

Contract ID

Business Name on Bill	Street Address	City	Zip Code	Service Type	Account Number	Utility	Requested Flow Date
DeAnza Properties Inc	455 Brahms Way	Sunnyvale	94087	Gas	8459875005	PG E	2/1/2023
DeAnza Properties Inc	1540 Southwest Expy	San Jose	95126	Gas	1454215842	PG E	2/1/2023
DeAnza Properties Inc	400 E Remington Dr	Sunnyvale	94087	Gas	6661077074	PG E	2/1/2023
DeAnza Properties Inc	400 E Remington Dr	Sunnyvale	94087	Gas	9119024416	PG E	2/1/2023
DeAnza Properties Inc	400 E Remington Dr	Sunnyvale	94087	Gas	9187314671	PG E	2/1/2023
DeAnza Properties Inc	1590 Southwest Expy	San Jose	95126	Gas	7451834567	PG E	2/1/2023
DeAnza Properties Inc	400 E Remington Dr	Sunnyvale	94087	Gas	8659214727	PG E	2/1/2023
DeAnza Properties Inc	660 King St	San Francisco	94107	Gas	9430023979	PG E	2/1/2023
DeAnza Properties Inc	2045 W EL CAMINO REAL	Los Altos	94022	Gas	8963017194	PG E	2/1/2023
DeAnza Properties Inc	3602 Flora Vista Ave	Santa Clara	95051	Gas	2615049427	PG E	2/1/2023
DeAnza Properties Inc	660 King St	San Francisco	94107	Gas	0986909077	PG E	2/1/2023
DeAnza Properties Inc	20631 Forge Way BLDG 12	Cupertino	95014	Gas	6959470010	PG E	2/1/2023
DeAnza Properties Inc	2 Cabot Ave	Santa Clara	95051	Gas	7335705005	PG E	2/1/2023
DeAnza Properties Inc	833 W El Camino Real	Sunnyvale	94087	Gas	4582809467	PG E	2/1/2023
DeAnza Properties Inc	650 4th St	San Francisco	94107	Gas	9338412805	PG E	2/1/2023
DeAnza Properties Inc	3440 El Camino Real	Santa Clara	95051	Gas	7544475005	PG E	2/1/2023
DeAnza Properties Inc	1530 Southwest Expy	San Jose	95126	Gas	7436376068	PG E	2/1/2023
DeAnza Properties Inc	3614 Flora Vista Ave	Santa Clara	95051	Gas	0923425143	PG E	2/1/2023
DeAnza Properties Inc	1560 Southwest Expy	San Jose	95126	Gas	1160623300	PG E	2/1/2023
DeAnza Properties Inc	10100 Torre Ave	Cupertino	95014	Gas	6292411005	PG E	2/1/2023
DeAnza Properties Inc	30 Buckingham Dr	Santa Clara	95051	Gas	2787450572	PG E	2/1/2023
DeAnza Properties Inc	1520 Southwest Expy	San Jose	95126	Gas	8834933230	PG E	2/1/2023
DeAnza Properties Inc	400 E Remington Dr	Sunnyvale	94087	Gas	4134614900	PG E	2/1/2023
DeAnza Properties Inc	400 E Remington Dr	Sunnyvale	94087	Gas	4070617455	PG E	2/1/2023
DeAnza Properties Inc	2043 W El Camino	Los Altos	94022	Gas	7942834010	PG E	2/1/2023
DeAnza Properties Inc	2045 W EL CAMINO REAL	Los Altos	94022	Gas	7297096010	PG E	2/1/2023

Goran Culic

01/20/2023

Customer Signature

Date Signed

(I have authority to sign on behalf of the Applicant)

Goran Culic

Director

Print Name

Print Title