

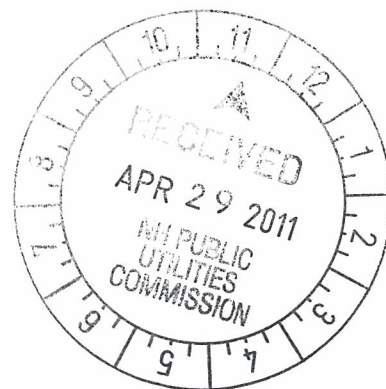


Santa Buckley Energy, Inc.  
P.O. Box 1141  
Bridgeport, CT 06601-1141

P 800-800-4427  
F 203-367-2412

DM 11-093

April 25, 2011



Commission Clerk  
New Hampshire Public Utilities Commission  
21 South Fruit Street, Suite 10  
Concord, N.H. 03301-2429

Re: Santa Buckley Energy - Gas Natural Gas Supplier Registration

Dear Sir or Madame:

Attached is the renewal application for your review and acceptance of Santa Buckley Energy, Inc. as a registered Competitive Natural Gas Supplier for the National Grid – New Hampshire (Energy North) and Northern Utilities service territories.

Per Puc 3003.03 (a), we will be updating our bond to the cap of \$350,000 based on the number of customers we are currently serving in New Hampshire.

Also, Santa Buckley Energy is an approved shipper on all of the pipelines serving the New Hampshire utilities. We have been taking capacity assignment for several years from both Energy North and Unitil.

Finally, I am attaching a separate copy of agents that have been involved in customer contracts with Santa Buckley Energy. We would like for this to be kept confidential. The names of each agent and the number of customer meters that they are involved with are provided

An electronic file has also been sent via e-mail. Please contact me if you need any additional information, or with any questions or concerns you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Timothy Costello".

Timothy Costello  
Vice President, Natural Gas Division

Attachments

New Hampshire Puc 3006.01  
Form for Initial and Renewal Registration of Competitive Natural Gas Suppliers.

- (1) The legal name of the applicant as well as any trade name(s) under which it intends to operate in this state and, if available, its website address;

**Santa Buckley Energy, Inc. (Name change only from Buckley Energy Group Ltd, DBA Santa Buckley Energy) – [www.santaenergy.com](http://www.santaenergy.com)**

- (2) The applicant's business address, telephone number, and e-mail address;

**154 Admiral Street  
Bridgeport, CT 06601  
203-362-3332  
1-800-800-4GAS  
Fax: 203-367-2412  
[costellot@santaenergy.com](mailto:costellot@santaenergy.com)**

- (3) The applicant's place of incorporation, if anything other than an individual;

**Incorporated in Connecticut**

- (4) The name(s), title(s), business address(es), telephone number(s), and e-mail address(es) of the applicant if an individual, or of the applicant's principal(s) if the applicant is anything other than an individual;

**Thomas S. Santa  
President and CEO  
154 Admiral Street  
Bridgeport, CT 06601  
203-362-3332, x1326  
Fax: 203-367-2412  
[santat@santaenergy.com](mailto:santat@santaenergy.com)**

**Kevin R. Lloyd  
CFO  
154 Admiral Street  
Bridgeport, CT 06601  
203-362-3332, x1379  
Fax: 203-367-2412  
[lloydk@santaenergy.com](mailto:lloydk@santaenergy.com)**

**Timothy K. Costello  
154 Admiral Street  
Bridgeport, CT 06601  
203-362-3332, x1345  
Fax: 203-367-2412  
[costellot@santaenergy.com](mailto:costellot@santaenergy.com)**

(5) The following regarding any affiliate or subsidiary of the applicant which is conducting business in New Hampshire:

a. The name, business address and telephone number of the entity;

**N/A**

b. A description of the business purpose of the entity; and

**N/A**

c. A description of any agreement(s) with any affiliated New Hampshire LDC(s);

**N/A**

(6) The telephone number of the applicant's customer service department or the name, title, telephone number and e-mail address of the customer service contact person of the applicant, including toll free telephone numbers if available;

**Nicholas Calabrese  
Manager, Support Services  
203-362-3332, x1365  
1-800-800-4GAS  
calabresen@santaenergy.com**

(7) The name, title, business address, telephone number, and e-mail address of the individual responsible for responding to commission inquiries;

**Timothy K. Costello  
154 Admiral Street  
Bridgeport, CT 06601  
203-362-3332, x1345  
Fax: 203-367-2412  
costellot@santaenergy.com**

(8) The name, title, business address, telephone number and e-mail address of the individual who is the applicant's registered agent in New Hampshire for service of process;

**National Registered Agents, Inc.  
63 Pleasant Street  
Concord, NH 03301**

(9) A copy of the applicant's authorization to do business in New Hampshire from the New Hampshire secretary of state, if anything other than an individual;

**See attached authorization to do business in New Hampshire from the  
Secretary of the State with accompanying acknowledgement of name change.**

(10) A list of LDCs in New Hampshire through which the applicant intends to provide service. To the extent an applicant does not intend to provide service in the entire franchise area of an LDC, this list shall delineate the cities and towns where the applicant intends to provide service;

**Santa Buckley Energy currently serves customers in the National Grid New Hampshire (Energy North) and Unitil franchise service areas, and hopes to continue to expand coverage behind those utility citygates.**

(11) A description of the types of customers the applicant intends to serve;

**Santa Buckley Energy serves customers designated as commercial/industrial in the rate tariffs of the utilities we supply. Santa has no commercial customer size limitations, but we do not serve residential rate class customers.**

(12) A listing disclosing the number and type of customer complaints concerning the applicant or its principals, if any, filed with a state or federal licensing/registration agency, attorney general's office or other governmental consumer protection agency for the most recent calendar year in every state in which the applicant has conducted business relating to the sale of natural gas;

**Santa Buckley Energy is not aware of any complaints concerning us or its principals with a state licensing/registration agency, Attorney General's office or other government consumer protection agencies that has risen to the level of any fines or sanctions. The volatility of energy prices may occasionally generate some complaints and concerns, but they have never been due to any wrongful business practices on the part of Santa Buckley Energy or its sister companies.**

(13) A statement as to whether the applicant or any of the applicant's principals, as listed in a. through c. below, have ever been convicted of any felony that has not been annulled by a court:

a. For partnerships, any of the general partners;

**N/A**

b. For corporations, any of the officers, directors or controlling stockholders; or

**No current officer, director or controlling stockholder of Santa Buckley Energy has ever been convicted of a felony.**

c. For limited liability companies, any of the managers or members;

**N/A**

(14) A statement as to whether the applicant or any of the applicant's principals:

a. Has, within the 10 years immediately prior to registration, had any civil, criminal or regulatory sanctions or penalties imposed against them pursuant to any state or federal consumer protection law or regulation;

b. Has, within the 10 years immediately prior to registration, settled any civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation; or

c. Is currently the subject of any pending civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation;

**Santa Buckley Energy and its principals have not had any civil, criminal or regulatory sanctions or penalties imposed against them pursuant to any state or federal consumer protection law or regulation, and are not currently subject to any pending civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation.**

(15) If an affirmative answer is given to any item in (13) or (14) above, an explanation of the event;

**N/A**

(16) For those applicants intending to telemarket, a statement that the applicant shall:

a. Maintain a list of consumers who request being placed on the applicant's do-not-call list for the purposes of telemarketing;

b. Obtain monthly updated do-not-call lists from the National Do Not Call Registry; and;

c. Not initiate calls to New Hampshire customers who have either requested being placed on the applicant's do-not-call list(s) or customers who are listed on the National Do Not Call Registry;

**Should Santa Buckley Energy do any telemarketing in New Hampshire, we will maintain a list of customers who request being on a do-not-call list should we decide to do any telemarketing. We will obtain no less than semi-annually, access to updated telephone preference lists maintained by the Direct Marketing Association and not initiate calls to New Hampshire customers who have either requested being placed on do-not-call lists, or customers who are listed on the Direct Marketing Association's telephone preference lists.**

(17) For those applicants that intend not to telemarket, a statement to that effect;

**N/A**

(18) A sample of the bill form(s) the applicant intends to use or a statement that the applicant intends to use the LDC's billing service;

**Attached**

(19) A copy of any customer contracts or representative samples of contracts the applicant intends to use;

**Attached**

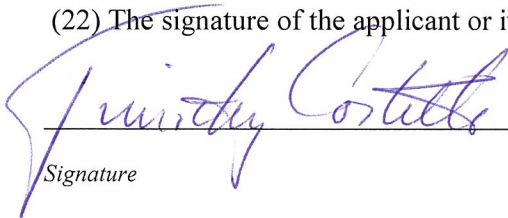
(20) A statement that the CNGS has verified the registration of any aggregator with which it has any agreements to provide service to New Hampshire customers, prior to entering into such agreements;

**Santa Buckley Energy has verified the registration of aggregators with whom it has agreements, and will continue to do so prior to entering into such agreements in the future.**

(21) A statement certifying the applicant has the authority to file the application on behalf of the CNGS and that its contents are truthful, accurate and complete;

**I, the undersigned have the authority to file this application on behalf of Santa Buckley Energy, Inc. All of the information contained in this application is truthful, accurate, and complete to the best of my knowledge.**

(22) The signature of the applicant or its representative.

	Timothy Costello	VP, Natural Gas Division	4/25/11
<i>Signature</i>	<i>Print Name</i>	<i>Title</i>	<i>Date</i>

# State of New Hampshire

## Department of State

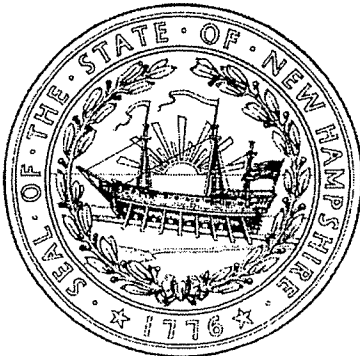
CERTIFICATE OF AUTHORITY OF

BUCKLEY ENERGY GROUP, LTD.

The undersigned, as Secretary of State of the State of New Hampshire, hereby certifies that an Application of BUCKLEY ENERGY GROUP, LTD. for a Certificate of Authority to transact business in this State, duly signed pursuant to the provisions of the New Hampshire Business Corporation Act, has been received in this office.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Authority to BUCKLEY ENERGY GROUP, LTD. to transact business in this State under the name of BUCKLEY ENERGY GROUP, LTD. and attaches hereto a copy of the Application for such Certificate.

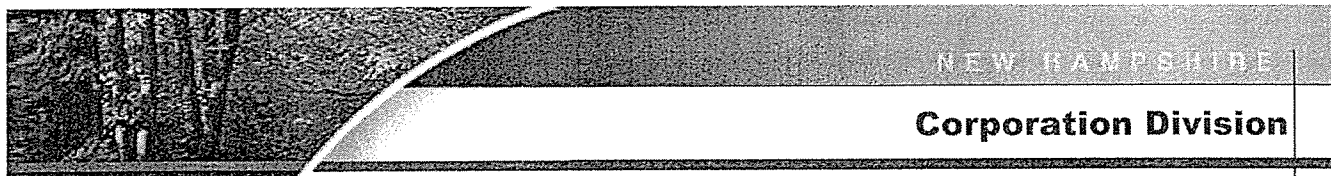
Business ID#: 242298



IN TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 16th day of March, 2007 A.D.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



Search  
By Business Name  
By Business ID  
By Registered Agent  
Annual Report  
File Online

Date: 4/25/2011

### Filed Documents

(Annual Report History, View Images, etc.)

### Business Name History

Name	Name Type
Santa Buckley Energy, Inc.	Legal
Santa Buckley Energy, Inc.	Home State
BUCKLEY ENERGY GROUP, LTD.	Prev Legal

### Corporation - Foreign - Information

<b>Business ID:</b>	242298
<b>Status:</b>	Good Standing
<b>Entity Creation Date:</b>	1/8/1996
<b>State of Business.:</b>	CT
<b>Principal Office Address:</b>	154 Admiral Street PO Box 1141 Bridgeport CT 06601
<b>Principal Mailing Address:</b>	No Address
<b>Last Annual Report Filed Date:</b>	3/9/2011
<b>Last Annual Report Filed:</b>	2011

### Registered Agent

<b>Agent Name:</b>	National Registered Agents, Inc.
<b>Office Address:</b>	63 Pleasant Street PO Box 777 Concord NH 03301

**Mailing Address:**

# FIRM NATURAL GAS SALES AGREEMENT

**SELLER:**

Santa Buckley Energy, Inc.  
154 Admiral St., P.O. Box 1141  
Bridgeport, CT 06601

**Contact:**

**Telephone:** 203-362-3332 **ext.** **Fax:** 203-367-2412  
**E-Mail:**

**BUYER:**

**Corporation** ☐

**Partnership or LLC** ☐

**Sole Proprietorship** ☐

**Business Name:** \_\_\_\_\_

**Service Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Parent or AKA Name:** \_\_\_\_\_

**Billing Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Tax Exemptions:** (Check and provide tax exemption forms if applicable)

**State Sales Tax** ☐

**Gross Earnings Tax** ☐

**UTILITY(s):** \_\_\_\_\_

**PIPELINE:** \_\_\_\_\_

**DELIVERY POINT:** \_\_\_\_\_

**PRODUCT:** Natural Gas - The PRODUCT shall be provided by the SELLER and purchased by the BUYER on a firm, full-requirements basis for the uses reflected in the QUANTITY purchased on BUYER'S behalf. The UTILITY will provide delivery of the PRODUCT from the DELIVERY POINT to the BUYER'S meter and charge BUYER its applicable tariff rate for the distribution service.

**TERM:** The TERM of this AGREEMENT shall commence, \_\_\_\_\_ or the earliest date allowed by BUYER'S UTILITY. The length of the TERM will be specified in Attachment 1 to this AGREEMENT. PRODUCT provided to BUYER that is not delivered within the TERM of an Attachment 1 shall be at the SPOT SALES price. BUYER must provide SELLER a minimum of 30 days prior written notice to terminate PRODUCT deliveries from SELLER.

**PRICE:** The PRICE for monthly PRODUCT QUANTITY during the TERM of this AGREEMENT is selected on Attachment 1. PRICE is in the specified units at the DELIVERY POINT. For the OPEN QUANTITY option, PRICE shall apply to BUYER'S entire actual usage during the TERM of the AGREEMENT. For the DEFINED QUANTITY option, the FIXED PRICE shall be applied to the monthly DEFINED CONTRACT QUANTITY specified in Attachment 1, with credits or debits due to lower or higher monthly use credited or charged at the COVER rate. Additional charges may be applied for any extraordinary daily swing service costs in excess of 25% as detailed in the attached Firm Natural Gas Terms and Conditions section 3.

**QUANTITY:** The QUANTITY to be purchased on BUYER'S behalf is selected in Attachment 1. If the PRICE selection is OPEN QUANTITY, then the purchased amount shall be based upon BUYER'S weather normalized historical usage. If the PRICE selection is DEFINED QUANTITY, then the purchased amount shall be based upon historical usage, plus or minus any supplemental purchases requested by BUYER. In either option, SELLER shall provide BUYER'S full-requirements. When floating on the SPOT SALES price, QUANTITY shall not be defined by an Attachment 1, but by BUYER'S full requirements.

**SPOT SALES:** Applies to any PRODUCT delivered to BUYER by SELLER, outside of the TERM of an Attachment 1 to this AGREEMENT. The price for SPOT SALES shall be 115% of SELLER'S cost of additional PRODUCT for the month, including commercially reasonable delivery costs.

**COVER:** For the DEFINED QUANTITY option, the BUYER'S COVER pricing for any monthly consumption during the TERM that is less than or greater than its monthly DEFINED CONTRACT QUANTITY as specified in Attachment 1 of this AGREEMENT shall be determined and defined as follows according to how the actual consumption compares to the DEFINED QUANTITY. Condition 1: for any consumption above 100% of the monthly DEFINED CONTRACT QUANTITY, BUYER shall pay SELLER'S cost of additional PRODUCT, including commercially reasonable delivery costs, plus a \$0.05/CCF management fee. Condition 2: for any consumption that is less than 100% of the monthly DEFINED CONTRACT QUANTITY, SELLER shall credit BUYER the price received by SELLER for the unused PRODUCT.

**INVOICING / PAYMENT:** BUYER'S monthly metered consumption will be increased by the UTILITY'S required fuel loss percentage for billing purposes. If an actual meter reading or actual cost for SPOT SALES is not available, an estimate may be used and corrected with the following month's invoice. Invoices not paid by BUYER within 20 days of the invoice date will be assessed late charges daily at the lower of 1.5% per month, or the maximum amount permitted by law. All taxes at and from the DELIVERY POINT are the responsibility of the BUYER, and will be billed by the SELLER to the BUYER, unless BUYER provides appropriate documentation of exemption(s).

**SPECIAL ATTACHMENTS:** If more than one meter, Attachment 2 shall list multiple meters and their locations.

**THE ENTIRE AGREEMENT CONSISTS OF THIS PAGE, THE ATTACHED FIRM NATURAL GAS TERMS AND CONDITIONS (v5/15/05), ATTACHMENTS 1 and 2, AND SPECIAL ATTACHMENTS IDENTIFIED HEREIN.** I acknowledge that I have read and accept the entire AGREEMENT.

Accepted, **BUYER'S** Authorized Representative:

\_\_\_\_\_  
*Signature* *Print Name* *Title* *Date*

Accepted, **SELLER'S** Authorized Representative:

\_\_\_\_\_  
*Signature* Timothy Costello *Print Name* VP, Natural Gas Division *Title* *Date*

# Santa Buckley Energy, Inc. - Firm Natural Gas Terms and Conditions (v5/15/05)

Following are additional terms and conditions to Santa Buckley Energy's Firm Natural Gas Sales AGREEMENT:

- 1. RESPONSIBILITIES:** BUYER agrees to (i) authorize SELLER to commit to forward purchases of either prior year historical gas quantities or amounts as shown in Attachment 1 on its behalf for the uses anticipated at the time of AGREEMENT, (ii) notify SELLER of permanent schedule changes or equipment changes that may alter the pattern of usage as anticipated by forward purchases, and either cash out of volumes in accordance with the Termination clause below, or negotiate pricing for volume increases, (iii) designate SELLER as its exclusive agent for the provision of PRODUCT deliveries in accordance with the terms and conditions of this AGREEMENT, (iv) give SELLER agent authorization to obtain any notices and consumption and billing records required for purposes related to provision of PRODUCT deliveries, (v) enter into and maintain a contract with its UTILITY for firm distribution service for the entire TERM of this AGREEMENT, (vi) make timely payment of all UTILITY invoices to avoid any interruption of distribution service, and (vii) make timely payment on invoices from SELLER. BUYER is liable for the UTILITY'S distribution charges and will receive a separate invoice from the UTILITY unless specifically agreed to otherwise. SELLER agrees to (i) purchase PRODUCT on behalf of the BUYER and cause it to be delivered in accordance with the provisions of this AGREEMENT, and (ii) to utilize only suppliers authorized by BUYER'S UTILITY and other governing regulatory agencies.
- 2. DELIVERY AND BALANCING:** SELLER will cause PRODUCT to be nominated and delivered to BUYER'S UTILITY at its designated DELIVERY POINT, for the estimated daily requirements of the PRODUCT for BUYER. These estimates are based upon historical data and other information obtained from the BUYER. SELLER and/or its agent(s) shall be responsible for any charges from the UTILITY related to SELLER'S or its agent's failure to perform its operational responsibilities in accordance with UTILITY requirements. BUYER is responsible, and may be required to pay for or reimburse SELLER, for any charges resulting from BUYER'S failure to provide timely advice to SELLER of any operations or equipment changes that may cause a material change in daily PRODUCT usage or failure to abide by the terms of this AGREEMENT. BUYER shall not be responsible for daily usage variations caused solely by changes in weather. Charges to BUYER may be levied by SELLER as a pro rata share of an aggregated group of customers who have caused such penalties or charges. SELLER shall not invoice any penalties to BUYER resulting from any of the foregoing that are not enforced on SELLER by its supplier or the UTILITY.
- 3. DAILY SWING SERVICE:** SELLER shall provide daily swing service up to a daily tolerance of +/- 25%. The daily volume swing is the difference between actual use on the gas day (10AM-10AM, EST) and the daily pro rata quantity which is the applicable monthly Open Contract Quantity or Defined Contract Quantity from Attachment 1, whichever is the chosen option, divided by the number of calendar days in the month. The daily cost of swing service shall be calculated by multiplying the daily volume swing times the increase or decrease in the market price of gas compared to BUYER'S contract PRICE. Should the absolute value of either an increased cost for additional volume taken above the daily pro rata quantity or a loss on volume not taken below the pro rata daily quantity exceed 25% of the contract price multiplied by the daily consumption, then BUYER shall be liable for, and may be required to pay for or reimburse SELLER, for the absolute value of the difference from the 25% tolerance. Any days when BUYER'S swing outside of the 25% tolerance results in a market benefit shall be netted to reduce or eliminate those that produce a market cost to SELLER over the course of any month. If any gas day's metered data is not available for BUYER, the actual consumption for such day shall be determined by subtracting the consumption for which daily data is available from the actual total monthly consumption and allocating the difference on the basis of heating degree days over the days for which data was unavailable. If BUYER is purchasing at a SPOT SALES rate, the daily tolerance provision shall not apply. SELLER shall not invoice any daily swing costs that are not enforced on SELLER by its supplier or the UTILITY.
- 4. MEASUREMENT:** All PRODUCT delivered hereunder shall meet the quality and heat content specifications of the applicable delivering pipeline. The UTILITY'S meter(s) at BUYER'S service location as identified in this AGREEMENT shall be the measure of PRODUCT taken each month. Either party to this AGREEMENT shall notify the other promptly if it learns of a metering error or change. Any UTILITY adjustments to metered quantities for a prior period shall be adjusted between BUYER and SELLER as well.
- 5. TAXES / REGULATION:** BUYER is liable for and must pay or reimburse SELLER for any taxes associated directly with the sale or delivery of the PRODUCT at and from the DELIVERY POINT to its meter or any hereafter imposed taxes or government imposed charges, including but not limited to sales, use, franchise, consumption and gross revenue taxes. If BUYER has claimed a tax exemption as part of this AGREEMENT, it must provide SELLER with copies of exemption certificates and any other necessary information to allow for proper billing and filing of accurate and timely tax returns. BUYER may be required to seek reimbursement directly from the taxing entity if any taxes are levied prior to receipt by SELLER of proper exemption certificates.
- 6. PAYMENTS / CREDIT:** BUYER agrees to make payments in accordance with the INVOICING / PAYMENT terms of this AGREEMENT, and to maintain creditworthiness or provide additional security as required by SELLER, or its supplier. BUYER agrees to allow SELLER to check payment history with its UTILITY as a trade reference. Should BUYER become overdue on payments owed to SELLER, or experience a material change in financial condition, SELLER may require additional security from BUYER. Failure of BUYER to provide such security within 15 days of notice from SELLER shall be deemed a breach of this AGREEMENT. If BUYER files for bankruptcy or is the subject of an involuntary bankruptcy, SELLER may immediately terminate this AGREEMENT. BUYER is responsible for all expenses and collection fees incurred by SELLER to collect any overdue amounts, including reasonable attorney's fees. A \$10.00 fee will be charged to BUYER for the return of any checks.
- 7. TERMINATION:** Either party may terminate this AGREEMENT for failure of the other party to perform any of its obligations, and failure to cure the breach within 15 days of the breach or notice of default from the other party. If BUYER files for bankruptcy or is the subject of an involuntary bankruptcy, SELLER may immediately terminate this AGREEMENT. In addition, any failure by BUYER to accept delivery of its full PRODUCT requirements for the full TERM of this AGREEMENT shall make BUYER liable to SELLER for related monetary damages incurred by SELLER, including any losses derived from a decrease in market value of the PRODUCT from the date that it was authorized for purchase by this AGREEMENT. Such cost, if any, shall be calculated as the positive difference between the AGREEMENT PRICE and NYMEX Henry Hub wholesale prices for the undelivered QUANTITY on the date that deliveries were ceased or refused. If the difference between the AGREEMENT PRICE and the wholesale market price is negative, SELLER shall credit BUYER 50% of the calculated amount.
- 8. ASSIGNMENT:** Either party may assign its rights and obligations under this AGREEMENT provided that any assignee of BUYER meets credit standards of SELLER, or provides security assurance acceptable to SELLER. This AGREEMENT shall inure to and be binding upon the parties hereto and upon their respective successors, heirs and assigns. In the event BUYER sells, leases, or otherwise conveys the facilities in which the PRODUCT sold hereunder is utilized, BUYER shall require its successor to assume the obligations of this AGREEMENT. Failure to do so shall be considered a termination and BUYER shall be subject to any related monetary damages incurred by SELLER for any PRODUCT not taken over the remaining TERM of the AGREEMENT. Notwithstanding the foregoing, SELLER may assign this AGREEMENT without consent or recourse of BUYER to any affiliate of SELLER.
- 9. CONFIDENTIALITY:** Each party shall keep the terms of this AGREEMENT confidential, except for purposes of SELLER'S contract execution with a PRODUCT supplier, or for either party to meet the lawful requirements of any regulatory body having jurisdiction over the PRODUCT or its transmission.

## **Santa Buckley Energy, Inc. - Firm Natural Gas Terms and Conditions (v5/15/05)**

**10. WAIVER / SEVERABILITY:** No waiver by either BUYER or SELLER of a breach of any one or more provisions of this AGREEMENT shall be construed as a waiver of any other provision or of any subsequent or continuing breach of such provision(s). In the event that any portion of this AGREEMENT is deemed invalid or unenforceable by a court of law, the remaining portions of the AGREEMENT shall otherwise be fully enforceable.

**11. LIABILITIES / CLAIMS:** SELLER hereby warrants to BUYER that it will have good title and/or right to sell the delivered PRODUCT and that the PRODUCT will be free and clear of all adverse claims. Title to the PRODUCT and risk of loss shall transfer from SELLER to BUYER at the DELIVERY POINT. The liability of a party breaching any provision of this AGREEMENT shall be limited to direct damages only. Such direct actual damages shall be the sole and exclusive remedy hereunder and all other remedies or damages at law or in equity are waived. Neither party shall be liable for consequential, incidental, punitive, exemplary or indirect damages, lost profits, or other business interruption damages, in tort, contract, under any indemnity provision or otherwise.

**12. FORCE MAJEURE:** Neither party will be liable to the other for failure to perform under this AGREEMENT due to force majeure events, meaning events not reasonably contemplated or within the control of the claiming party at the time of execution of this AGREEMENT other than the inability of a party to make payments or a change in its economic condition. A force majeure event may include but is not limited to natural catastrophe, flood, explosion, fire riots or civil disturbance, sabotage, strikes or other labor difficulties, act of war, or changes in applicable laws, regulations or government orders that materially interfere with the party's ability to perform its obligations contemplated by this AGREEMENT. The party claiming force majeure must provide prompt notice to the other party of the nature of the force majeure event and its expected duration. During a force majeure event, the obligations of the party giving notice shall be suspended. If during the TERM of this AGREEMENT either the UTILITY or Public Utility Commission or other governing regulatory agency should implement a change to existing transportation programs that would materially impact SELLER'S cost of providing service, SELLER will have the right to adjust the PRICE in equal amount to the changes, and BUYER will have the option to continue service at the new price, or terminate this AGREEMENT in accordance with the termination provisions in #7 of these Terms and Conditions, in which case BUYER shall be liable to SELLER for any monetary damages incurred by SELLER for failure to accept full delivery of its full PRODUCT requirements for the full TERM of this AGREEMENT.

**13. NOTICES:** All notices required or permitted under this AGREEMENT shall be in writing and shall be deemed to be delivered when delivered personally, by courier, by fax or electronic mail if received during normal business hours with receipt confirmation, or by mail if properly addressed and deposited in the United States mail, first class postage prepaid, to the applicable address shown on the front of this AGREEMENT, the current billing address, or to such address as either party may from time to time designate as the address for such purpose by like notice addressed to the other party.

**14. ENTIRE AGREEMENT:** This AGREEMENT, including the front page and any referenced attachments constitutes the entire AGREEMENT between the parties and there are no other representations, warranties, understandings or other agreements except as set forth herein. There will be no modification of this AGREEMENT except by written consent of both parties. This AGREEMENT shall be governed by the laws of the State of Connecticut.

## Duplicate Invoice

Bill to:

[REDACTED]  
[REDACTED]  
[REDACTED]  
Portsmouth, NH 03801

For billing inquiries please call 800-800-4427

Invoice Number: 244415

Invoice Date: 4/14/2011

Due Date: 5/4/2011

Account Number: 4973

Separate Invoice Created for 1 Facility

End User: [REDACTED]

LDC: Unitil/TGP

Unitil/TGP Account: [REDACTED]

Meter & Facility Identity	Description	Therms	Price	Amount
[REDACTED]	Metered Usage: 3/2/2011 to 3/31/2011	389.18	1.03300	\$402.02
	Utility Fuel Loss	4.25	1.03300	\$4.39
	0.0000% New Hampshire State Tax			\$0.00
Total Current Charges		\$406.41		
Total Taxes		\$0.00		
Total Late Fees		\$0.00		
Total Invoice		\$406.41		
Prior Balance from 3/14/2011				931.16
Payments				-931.16
Includes Prepayments of \$0.00				
Current Charges: \$				\$406.41
Total Due:				\$406.41

**If payment by check, remit to:**

Santa Buckley Energy  
154 Admiral Street  
P.O. Box 1141  
Bridgeport, CT 06601

Please return bottom portion with your payment **If payment by wire, wire to:**

Please use ACH or EFT Transfer instead of wire.

Invoice Number: 244415

Invoice Date: 4/14/2011

Due Date: 5/4/2011

Account Number: 4973



Total Invoice:	\$406.41
Past Due:	0.00
Includes Prepayments of \$0.00	
Total Due:	\$406.41