

**BUSINESS ELECTRICITY AUTHORIZATION
Texas Small Commercial SALES
Fixed Rate Product**

SERVICE INFORMATION

Contract Type: New Service Renewal

Business Name ("Customer"): Grand Parkway Toll Road Authority See attached Addendum A for ESIID and Service Commencement Date information, and Billing and Service Address

ESIID: _____ Service Address: _____

Billing Address: 19875 Southwest Frwy, Ste 270
Sugarland TX 77479

Service Commencement Date:
Start: _____ End: _____ (If Self Selected Switch)

Contact Name: Sherrie Knoepfel Primary Phone: (281) 343-0712 Fax: _____
Tax ID#: _____ Secondary Phone: (713) 598-4856 Email: _____
Duns #: _____ Preferred Language for Information: English Spanish

Tax Exemption: If a non-renewing customer, a completed tax exemption certificate must accompany this Agreement. If no certificate is attached, Gexa Energy will assume that sales to Customer are subject to Taxes and will process Customer's account accordingly.

Price per kWh: \$ 0.05654	Initial Term of Service: 18 Months
Monthly Base Charge: \$ 0.00	Pay Terms: Net 30 Days
	Start Month/Year: 11/2013

Customer acknowledges the following by initialing here and signing below: Customer initials

Agreement, Authorization and Acknowledgement: The contract documents governing Customer's purchase of electricity from Gexa Energy (the "Agreement") are comprised of the Electric Sales Terms of Service ("TOS") attached hereto as Exhibit A, this Business Electricity Authorization ("BEA"), which is a part of the Customer's Terms of Service, any addenda to this BEA, and if customer is a Small Commercial Customer as defined in the TOS, Customer's Electricity Facts Label ("EFL") and a Your Rights as a Customer document ("YRAC"). Any capitalized terms not defined in this BEA shall have the meanings set forth in the TOS. Any inconsistency between the BEA and the TOS shall be governed by the BEA. Customer hereby authorizes Gexa Energy, for the duration of this Agreement, to become its new REP and to act as its agent to perform the necessary tasks to establish Customer's electric service account with Gexa Energy. This authorization to establish or switch Customer's provider of electric service applies to the ESI ID(s) listed on Addendum A. By signing this BEA (facsimile signature accepted as if it were an original), Customer hereby agrees, as of the Effective Date, that Customer has read and understands the Agreement (including the TOS) for the product for which Customer is enrolling and agrees to the terms and conditions set forth in the Agreement which describe the service Customer will receive. The undersigned below warrants and represents that he/she is at least eighteen years of age and legally authorized to enter into this Agreement on behalf of Customer and to select or change retail electric providers for the ESI IDs listed on Addendum A. **This Agreement is not valid or binding unless and until signed by both Parties.**

Rescission: Customer has a right to review and, in the case a switch request (if a Small Commercial Customer), to rescind this Agreement within three (3) federal business days, after receiving this Agreement, without penalty. The TOS explains how to exercise this right of rescission before Customer's electric service is switched to Gexa Energy.

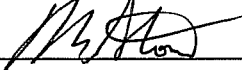
Price and Term of Service: Customer acknowledges that it understands that the price Customer is agreeing to is the price per kWh set forth above (subject to modification as provided in the Agreement, including the TOS), and that the Initial Term of service Customer is agreeing to is set forth above.

Deposits: Customer acknowledges that it understands that if Gexa Energy determines in its reasonable discretion that Customer cannot demonstrate satisfactory creditworthiness, Gexa Energy may require Customer to pay an initial cash deposit in an amount of up to one-fifth of Customer's estimated annual billing in order to enroll.

Language: Customer acknowledges that it prefers to receive information from Gexa Energy in the language specified above; provided, that if no language is specified, then Customer is deemed to prefer to receive information in English.

Early Cancellation Charges: Customer acknowledges that it understands that there is a penalty for early cancellation equal to two times the Average Monthly Electricity Charge for each twelve month period (prorated for partial twelve month periods) remaining in the Initial Term or, if higher, Gexa Energy's forward value damages, all as provided in the TOS. In addition, Customer acknowledges that it understands that there is a penalty for early cancellation with less than thirty days advance written notice equal to one-fourth of two times the Average Monthly Electricity Charge for each twelve month period remaining in the Initial Term.

Customer - Authorize Signature:



Printed Name: Mike Stone

Title: Operations Manager

Date: 8/29/2012

Telephone # of Authorized Signatory 281/342-0712

For Internal Use ONLY:

Gexa Energy, LP by Gexa Energy GP, LLC:

Title: _____

Effective Date: _____

Sales Representative/Code: Lorenzo Williams



**BUSINESS ELECTRICITY AUTHORIZATION
Texas Small Commercial Sales**

Addendum A

CUSTOMER NAME: Grand Parkway Toll Road Authority

FOR TEXAS ONLY: Notwithstanding anything to the contrary in the BEA or TOS, for each of the respective ESI IDs set forth in this Addendum A: (1) the Service Commencement Date (as that term is used in the TOS) shall be the first meter read date during or after the applicable ESI ID Start Month/Year set forth below; and (2) the end of the Initial Term (as that term is used in the BEA and TOS) shall be the first meter read date during or after the applicable ESI ID End Month/Year set forth below.

ACCOUNTS INCLUDED IN AGREEMENT:

Utility Account Number (ESIID)	Service Address City, State and Zip	Billing Address City, State and Zip	N or E*	Service Commencement Date	Service End Date
1008901020900342620109	77641/2 W GRAND PKY S RICHMOND TX 77406	19875 Southwest Frwy, Ste 270 Sugarland TX 77479	N	11/2013	05/2015
1008901022900319450109	108811/2 W GRAND PKY S RICHMOND TX 77407	19875 Southwest Frwy, Ste 270 Sugarland TX 77479	N	11/2013	05/2015
1008901023803562780100	229581/2 FM 1093 RD RICHMOND TX 77406	19875 Southwest Frwy, Ste 270 Sugarland TX 77479	N	11/2013	05/2015
1008901023803571990100	229501/2 FM 1093 RD RICHMOND TX 77406	19875 Southwest Frwy, Ste 270 Sugarland TX 77479	N	11/2013	05/2015
1008901023803963320100	145101/2 FM 1464 RD SUGAR LAND TX 77498	19875 Southwest Frwy, Ste 270 Sugarland TX 77479	N	11/2013	05/2015
1008901023900212570108	225031/2 BELLAIRE BLVD RICHMOND TX 77469	19875 Southwest Frwy, Ste 270 Sugarland TX 77479	N	11/2013	05/2015
1008901023808312740100	158031/2 W GRAND PKY S SUGAR LAND TX 77479	19875 Southwest Frwy, Ste 270 Sugarland TX 77479	N	11/2013	05/2015
1008901023809441670100	149591/2 W GRAND PKY S SUGAR LAND TX 77479	19875 Southwest Frwy, Ste 270 Sugarland TX 77479	N	11/2013	05/2015
1008901023814640570104	79021/2 W GRAND PKY S RICHMOND TX 77407	19875 Southwest Frwy, Ste 270 Sugarland TX 77479	N	11/2013	05/2015

* N = New Account; E = Existing Account

NOTICE TO CUSTOMER: Notwithstanding any provision in the Agreement to the contrary, the following shall apply: It is possible that, for various reasons, the TDSP will not enroll some or all the Accounts listed above and the TDSP will so advise Gexa (such unenrolled Accounts being referred to as "UE Accounts"). In such case, Gexa will provide written notice to Customer of Customer's UE Accounts. All UE Accounts shall be automatically deleted from this Addendum A without an amendment hereto (i.e., an amendment signed by both Parties) and Gexa shall not be required to serve such UE Accounts.

Customer Initials: *W*

Date: 8/29/2012

Gexa Energy, LP Initials: _____

Date: _____



**BUSINESS ELECTRICITY AUTHORIZATION
Texas Small Commercial Sales**

Addendum A

CUSTOMER NAME: Grand Parkway Toll Road Authority

FOR TEXAS ONLY: Notwithstanding anything to the contrary in the BEA or TOS, for each of the respective ESI IDs set forth in this Addendum A: (1) the Service Commencement Date (as that term is used in the TOS) shall be the first meter read date during or after the applicable ESI ID Start Month/Year set forth below; and (2) the end of the Initial Term (as that term is used in the BEA and TOS) shall be the first meter read date during or after the applicable ESI ID End Month/Year set forth below.

ACCOUNTS INCLUDED IN AGREEMENT:

Utility Account Number (ESIID)	Service Address City, State and Zip	Billing Address City, State and Zip	N or E*	Service Commencement Date	Service End Date
1008901023816142540105	101031/2 W GRAND PKY S RICHMOND TX 77407	19875 Southwest Frwy, Ste 270 Sugarland TX 77479	N	11/2013	05/2015
1008901023803963410100	47021/2 E HIGHWAY 90A RICHMOND TX 77406	19875 Southwest Frwy, Ste 270 Sugarland TX 77479	N	11/2013	05/2015

* N = New Account; E = Existing Account

NOTICE TO CUSTOMER: Notwithstanding any provision in the Agreement to the contrary, the following shall apply: It is possible that, for various reasons, the TDSP will not enroll some or all the Accounts listed above and the TDSP will so advise Gexa (such unenrolled Accounts being referred to as "UE Accounts"). In such case, Gexa will provide written notice to Customer of Customer's UE Accounts. All UE Accounts shall be automatically deleted from this Addendum A without an amendment hereto (i.e., an amendment signed by both Parties) and Gexa shall not be required to serve such UE Accounts.

Customer Initials: HA

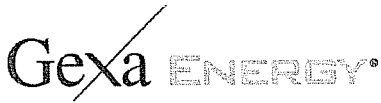
Date: 8/29/2012

Gexa Energy, LP Initials: _____

Date: _____

Texas Certificate No. 10027

ECALLGXANXTERAADDA031111



**BUSINESS ELECTRICITY AUTHORIZATION
Texas Small Commercial SALES
Fixed Price Product**

Addendum B

CUSTOMER NAME: Grand Parkway Toll Road Authority

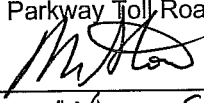
PRICING DETAILS:

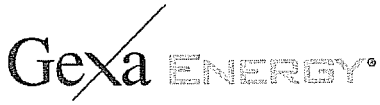
- Price:
- \$0.05654 per kWh, which is equal to the sum of the items as identified as "Included in the Price" below.
 - Price is fixed for the duration of the Initial Term.
 - Price excludes Taxes and any Pass-Through Charges checked below, which will vary monthly based on charges by utility.

Monthly Base Charge:
\$0.00 per Utility Account Number ESIID per month

Component (ERCOT-SM)	Included in Price	Pass-Through Charges Excluded From Price
Black Start Amount	X	
Ercot Administration Fee	X	
Non Spin Bill Amount	X	
Regulation Up Service Charge	X	
Responsive Reserve Service Charge	X	
Regulation Down Service Charge	X	
Charge for Emergency Power Increase Amount	X	
Base-Point Deviation Amount	X	
Real-Time Revenue Neutrality Allocation Amount	X	
Transmission & Distribution Losses	X	
UFE Line Loss	X	
Hub to Zone Basis (DALZ – DAHB)*	X	
Management Fee		
Standard RECs	X	

*See Addendum B-H, incorporated herein by reference, for the explanation of Hub to Zone Difference (DALZ – DAHB).

Customer Business Name: Grand Parkway Toll Road Authority Signature: <u></u> Printed Name: <u>Mike Stone</u> Title: <u>Operations Manager</u> Date: <u>8/29/2012</u>	For Internal Use ONLY: Gexa Energy, LP By: Gexa Energy GP, LLC, its General Partner Signature: _____ Printed Name: _____ Title: _____ Effective Date: _____ Sales Representative: Lorenzo Williams
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**BUSINESS ELECTRICITY AUTHORIZATION
Texas Small Commercial SALES
Fixed Rate Product**

Addendum B - H

CUSTOMER NAME: Grand Parkway Toll Road Authority

HUB TO ZONE DIFFERENCE DETAILS:

- A. Gexa Energy, at its sole option, may pass-through to Customer, without mark-up, the material differences for each Settlement Interval, whether positive or negative, between the following:
- i. the Day-Ahead Trading Hub Price as reported by ERCOT applicable to the location of Customer's ESI IDs; and
 - ii. the Day-Ahead Load Zone Price as reported by ERCOT applicable to the location of Customer's ESI IDs.
- B. Differences between the Day-Ahead Trading Hub Price and the Day-Ahead Load Zone price, as set forth in subpart a above, shall be computed by Gexa Energy based upon Customer's actual load and computed in kWh.
- C. Positive differences under Section a. above (i.e., increased charges resulting from Day Ahead Trading Hub to Day Ahead Load Zone Price) will be a charge to Customer. Negative differences under Section a. above (i.e., reduced charges resulting from Day Ahead Trading Hub to Day Ahead Load Zone Price) will be a credit to Customer.
- D. If Gexa Energy elects to pass-through to Customer the differences in Section a. above, the calculation will be made over a complete billing cycle with respect to the Customer ESI-IDs selected by Gexa Energy, at its sole option. Gexa Energy may, at its sole option, thereafter continue to pass-through such differences after it initially begins to do so.
- E. As used herein, "Settlement Interval" means a fifteen (15) minute settlement interval as set forth in the ERCOT Protocols.

YOUR RIGHTS AS A CUSTOMER

This document summarizes Your Rights as a Customer, and is based on customer protection rules adopted by the Public Utility Commission of Texas (PUC). These rules apply to all retail electric providers (REPs) and the provider of last resort (POLR), unless otherwise noted. You may view the PUC's rules at <http://www.puc.state.tx.us/rules/subrules/electric/index.cfm>.

Reporting Outages. 24 HOUR POWER OUTAGE REPORTING: If you need to report a power outage, please contact your appropriate transmission and distribution utility (TDU) directly:

ONCOR ELECTRIC DELIVERY: 888.313.4747
 CENTERPOINT ENERGY: 800.332.7143
 AEP TEXAS NORTH and AEP TEXAS CENTRAL: 866.223.8508
 TEXAS NEW MEXICO POWER: 888.866.7456
 SHARYLAND: (866) 354-3335
 NUECES CO-OP: (800) 632-9288 (NEC-WATT)

Gexa Energy and PUC Contact Information:

CERTIFIED NAME:	Gexa Energy, LP
PUC REP CERTIFICATE NUMBER:	10027
INTERNET ADDRESS:	www.gexaenergy.com
EMAIL ADDRESS:	Commercial: tx@gexaenergy.com Residential: customercare@gexaenergy.com
MAILING ADDRESS:	20455 State Highway 249, Suite 200 ATTN: Contract Administration Houston, TX 77070
TELEPHONE NUMBER:	Commercial: 866.531.GEXA (4392) Residential: (713) 961-9399 or toll-free (866) 961-9399 (outside Houston)
TELEPHONE and OFFICE HOURS OF OPERATION:	Commercial: 8:00 am - 5:00 pm Central Time, Monday - Friday Residential: 7:00 a.m. - 8:00 p.m., Central Time, Monday - Friday and 8:00 a.m. - 2:00 p.m., Central Time, Saturday. Closed Sundays and holidays.
FAX:	Commercial: 866.578.GEXA (4392) Residential: (713) 961-7997 or toll-free (877) 961-9369 (outside Houston)
PUC:	1-888-782-8477 (TTY 1-800-735-2988) customer@puc.state.tx.us Customer Protection Division, P.O. Box 13326, Austin, TX 78711-3326

Language Availability: Las protecciones encontradas en este documento, también se presentan en español (véase más abajo). Para obtener copias de sus Términos de Servicio y de la Etiqueta de Datos de Electricidad en español, por favor llame a Gexa Energy al 866-961-9399.

You have the right to receive certain information in English, Spanish, or the language in which Gexa Energy's services were marketed to you. These items include the Terms of Service agreement, Electricity Facts Label, bills and bill notices, information on new electric services, discount programs, promotions, and access to customer assistance. Please contact Gexa Energy to request that this information be provided to you in Spanish or any language in which our services were marketed to you. You will receive this YRAC and disconnection notices in English and Spanish, or English and your designated language, if you have requested a language other than Spanish in which Gexa Energy services were marketed to you.

SERVICE ISSUES:

Unauthorized Change of Service Provider or "Slamming": A REP must obtain your verifiable authorization before switching your electric service. If you believe your electric service has been switched without your authorization, you should request that the REP provide you with a copy of your authorization and verification. The REP must submit that copy to you within 5 business days of your request. If you are not satisfied with this response, you may also file a complaint with the PUC at the address provided above. If a complaint is filed with the PUC, the REP must respond within 21 days of its receipt of the complaint, providing all documentation relied upon by the REP related to the authorization to switch, and any corrective actions taken to date.

If a REP is serving your account without proper authorization, the REP must work with other market participants to take all actions necessary to return you to your original REP as quickly as possible. Your original REP has the right to bill you at the price disclosed in your terms of service from either: 1) the date you are returned to your original REP, or 2) any prior date chosen by your original REP for which that REP had the authorization to serve you. The REP that served you without proper authorization shall, within five days from the date that your service is returned to your original REP, refund all charges paid for the time period the original REP ultimately bills you. In addition, the REP that served you without your authorization is responsible for paying all charges associated with returning your service to your REP of choice. For periods that the unauthorized REP served you that are not billed to you by your original REP, the REP that served you without your authorization may bill you, but at a rate no higher than the rate you would have been charged by your original REP.

BILLING ISSUES:

Unauthorized Charges or "Cramming": Before any new charges are included on your electric bill, Gexa Energy must inform you of the product or service, all associated charges, how these charges will appear on your electric bill and obtain your consent to accept the product or service. Gexa Energy will provide you with a toll-free telephone number and address that you may use to resolve any billing dispute or to ask questions about your bill. If you believe your electric bill includes unauthorized charges, you may contact Gexa Energy to dispute such charges and you may file a complaint with the PUCT. Gexa Energy will not seek to disconnect your electric service for non-payment of an unauthorized charge or file an unfavorable credit report against you for disputed unpaid charges that are alleged to be unauthorized, unless the dispute is ultimately resolved against you. If the charges are determined to be unauthorized, Gexa Energy will cease charging you for the unauthorized service or product, remove the unauthorized charge from your bill, and refund or credit all money you paid for any unauthorized charge within 45 days.

If charges are not refunded or credited within 3 billing cycles, interest shall be paid to you at an annual rate established by the PUCT on the amount of any unauthorized charge until it is refunded or credited. You may request all billing records under the REP's control related to any unauthorized charges within 15 business days after the date the unauthorized charge is removed from your bill. Gexa Energy will not re-bill you for any charges determined to be unauthorized.

Deferred Payment Plans and Other Payment Arrangements: If you cannot pay your bill, please call Gexa Energy immediately. Gexa Energy may offer you a short-term payment arrangement that allows you to pay your bill after your due date, but before your next bill is due. In addition, you may qualify for a "deferred payment plan." A deferred payment plan allows you to pay an outstanding bill in installments beyond the due date of your current bill. Gexa Energy may require an initial payment to initiate the agreement. If you express an inability to pay your bill, Gexa Energy must offer you a deferred payment plan unless you have received more than 2 disconnection notices during the past 12 months or unless you have been a Gexa Energy customer for less than 3 months and do not have sufficient credit or payment history with another REP. All REPs must offer customers deferred payment plans for bills

that are due during an extreme weather emergency and to customers who have been under-billed in the amount of \$50.00 or more (unless due to theft of service).

A deferred payment plan may include a 5% penalty for late payment. REPs must also offer level or average payment plans to customers who are not currently delinquent in payment to the REP. If you do not fulfill the terms of the payment arrangement, deferred payment plan, or the level or average payment plan, Gexa Energy may disconnect your service as discussed in the "Disconnection of Service" section of this document. For additional details on these programs, please see your Terms of Service document or contact Gexa Energy for more information.

Financial and Energy Assistance: If you are a residential or a small commercial customer, and contact us and indicate that you are unable to pay your bill, we will inform you of all applicable payment options and payment assistance programs that are offered by or available from Gexa Energy. If you receive food stamps, Medicaid, TANF or SSI from the TDHS, or if your household income is not more than 125% of the federal poverty guidelines, you may qualify for energy assistance from the Texas Department of Housing and Community Affairs (TDHCA). You may contact TDHCA by emailing your question to info@tdhca.state.tx.us, calling 800.525.0657, faxing 800.733.5120, or writing to TDHCA, P.O. Box 13941, Austin, TX 78711-3941.

Discounts for Low-Income Customers. For each month in which the PUCT makes State funds available, Gexa Energy will provide a discount on the electric bill for low-income customers who meet the eligibility requirements. Customers are automatically eligible if they are enrolled in a Texas Health and Human Services Commission (HHSC) program, or may self-enroll if they meet the eligibility requirements in PUCT Substantive Rule 24.454. Please contact Gexa Energy for more information regarding these discounts and eligibility requirements.

Non-English Language Requirements. The following documents will be provided to you in both English and Spanish: Your Rights as a Customer disclosure; the enrollment notification notice provided by the registration agent; and disconnection notices. Further, Gexa Energy will provide the following information to you in English, Spanish or the language used to market this service to you, as designated by you: Terms of Service documents, the Electricity Facts Label, your bill, bill notices, access to customer service, information on the availability of new electric services, discount programs, and promotions.

Meter Reading and Testing: Please contact Gexa Energy for information regarding how to read your meter. You have the right to request a meter test in accordance with your TDU's tariff. If you wish, Gexa Energy can send a standard electronic request for the test to the TDU on your behalf. If a test is performed more than once in a four-year period, and the meter is determined to be functioning properly, then you may be charged a fee for the additional meter test(s) at the rate approved for your TDU. The TDU provides test results, including the test date, testing person and, if applicable, the removal date of the meter.

DISCONNECTION ISSUES:

Disconnection of Service: The PUCT has provided that under certain dangerous circumstances (such as unsafe electric line situations), your TDU may disconnect your electric service without prior notice to you. Additionally, Gexa Energy may be allowed to seek to have your electric service disconnected for any of these reasons: (1) failure to pay a bill owed to Gexa Energy or to make a deferred payment arrangement by the date of disconnection, (2) failure to comply with the terms of a deferred payment arrangement or other payment agreement made with Gexa Energy, (3) using service in a manner that interferes with the service of others or the operation of nonstandard equipment, and (4) failure to pay a deposit required by Gexa Energy. Prior to disconnecting your service for these reasons, Gexa Energy must provide you with a written Disconnect Notice. This notice must be mailed to you separately (or hand-delivered) no earlier than the first day after the date your bill is due. The disconnection date must be 10 days from the date the notice is issued and may not fall on a holiday or weekend (or the day preceding) unless Gexa Energy's and the TDU's personnel are available to take payments and service can be reconnected.

Your service cannot be disconnected for any of the following reasons:

- failure to pay for electric service by a previous occupant of the premise if that occupant is not of the same household;
- failure to pay any charge unrelated to electric service;
- failure to pay a different type or class of electric service not included on the account's bill when service was initiated;
- failure to pay under-billed charges that occurred for more than 6 months (except theft of service);

- failure to pay any disputed charges until Gexa Energy or the PUC determines the accuracy of the charges and you have been notified of this determination;
- failure to pay an estimated bill unless the estimated bill is part of a pre-approved meter-reading program or is based upon an estimated meter read by the TDU;
- if Gexa Energy receives notification by the final due date stated on your disconnection notice that an energy assistance provider is forwarding sufficient payment on your account, and you have paid or made payment arrangements to pay any outstanding debt not covered by the energy assistance provider's payment;
- for non-payment during an extreme weather emergency (as defined), and upon request, Gexa Energy must offer you a deferred payment plan for bills due during the emergency; or
- for non-payment if you inform Gexa Energy, prior to the disconnection date stated on the notice, that you or another resident on the premises has a critical medical need for electric service. However, to obtain this exemption, you must enter into a deferred payment plan with Gexa Energy and have the ill-person's attending physician contact Gexa Energy and submit a written statement attesting to the necessity of electric service to support the ill person's life. This exemption from disconnection due to illness or disability shall be in effect for 63 days and may be applied for again after the 63 days has expired and the deferred payment plan has been fulfilled.

Restoration of Service: If your service has been disconnected for non-payment or for reasons other than a dangerous situation, Gexa Energy will, upon satisfactory correction of the reasons for the disconnection and payment of appropriate disconnection and reconnection fees, notify your TDU to reconnect your service. If your service was disconnected due to a dangerous situation, your service will be reconnected once you demonstrate to the TDU that you have corrected the dangerous situation.

DISPUTES:

Complaint Resolution: Please contact Gexa Energy if you have specific comments, questions or complaints. Upon receipt of a complaint, Gexa Energy will investigate and notify you of the results within 21 days. If you are dissatisfied with the results of the investigation, you may request a supervisory review. Gexa Energy will advise you of the results of the supervisory review within 10 business days of your request. If you are dissatisfied with the results of the investigation or supervisory review, you may file a complaint with the PUCT or the Office of the Attorney General, Consumer Protection Division. For a PUCT complaint, please include sufficient information to identify you and the REP about which the complaint is made and describe the issue specifically. The following information should be included in the complaint: (i) the account holder's name, billing and service addresses, and telephone number; (ii) the name of the REP or aggregator; (iii) the account number or electric service identifier (ESI-ID); (iv) an explanation of the facts relevant to the complaint; (v) your requested resolution; and (vi) any documentation that supports the complaint, including copies of bills or terms of service documents. For a complaint involving a disputed bill, Gexa Energy will not initiate collection activities or terminate or disconnect service or report the delinquency to a consumer reporting agency with respect to the disputed portion of the bill. However, after appropriate notice, Gexa Energy may disconnect your service for non-payment of any undisputed portion of the bill.

OTHER PROTECTIONS:

Do Not Call Lists: Texans may now register a residential telephone number for the "Do Not Call" list sponsored by the PUCT. Placing your name, address and telephone number on this list will identify you as someone who does not wish to receive telemarketing calls at home. However, telemarketers may contact customers with whom they have an established business relationship; if the customer requests contact; to collect a debt; on behalf of a non-profit organization or charity if the call does not meet the definition of a "telephone solicitation" by attempting to make a sale or gather information that will lead to a sale; or if the telemarketer is a state licensee (for example insurance or real estate agent, etc.); and the call is not made by an automated device; the solicited transaction is completed with face-to-face presentation to finalize a sales transaction and make payment, and; the consumer has not previously told the licensee that the consumer does not wish to be called. The statewide "Do Not Call" list applies to telephone marketers operating in Texas. The registration charge for each residential number added to this list is \$2.25. Online registration at www.texasnocall.com is now free. Your registered residential telephone number(s) will remain on this list for three years. Business telephone numbers **cannot** be registered on this list.

If you are a business customer, the "Electric No Call" list has been created to prevent calls from REPs and telemarketers calling about your electric service. There is a registration charge of \$2.55 for each number placed on

the "Electric No Call" list. Numbers placed on this list will remain on the list five years. Only business numbers can be added to the "Electric No Call" list. Lists will be updated and published for telemarketers on a quarterly basis. Within 60 days of the date your number appears on a published list, you should stop receiving telemarketing calls. If you continue to receive telemarketing calls after the 60th day, contact the PUCT or the Office of the Attorney General, Consumer Protection Division, 1-800-621-0508. To sign up for either list, visit www.texasnocall.com. For an application or to register by phone using your Visa or MasterCard, call toll-free 866-TXNOCAL(L) (866.896.6225). To request an application in writing, send your request and personal check, money order, or credit card information to TEXAS NO CALL, P.O. Box 313, E. Walpole, MA 02032.

Privacy Rights: Except as described below, REPs may not release your proprietary customer information to any other person without your consent. This includes your name, address, account number, type or classification of service, historical electricity usage, expected patterns of use, types of facilities used in providing service, individual contract terms and conditions, price, current charges or billing records. This prohibition does not apply to the release of your information under certain circumstances as required by law or permitted under PUCT Substantive Rule 25.472, including release to the PUC, an agent of your REP, consumer reporting agencies, law enforcement agencies or your TDU. A REP may also share this information with a third party for the purpose of marketing such party's products or services to you after you are provided an opportunity to opt-out of the release of your information. In addition, this prohibition does not apply to the release of prior historical usage upon request and authorization of a current customer or applicant of a premise. Industrial and commercial customers may contact their REP or LDC and designate that their prior historical usage is competitively sensitive in order to prevent the release of this information.

Critical Care: If an interruption or suspension of electric service will create a dangerous or life-threatening condition, you may qualify as a "critical care residential customer." Upon your request, Gexa Energy will provide to you a standardized Critical Care Eligibility Determination Form, which you must complete and return to Gexa Energy. The critical care request is evaluated and approved by your TDU; however, you may appeal the eligibility determination to the TDU. If you are not satisfied with the results of this appeal, you may file a complaint with the PUCT. If approved, the designation is valid for one year, and Gexa Energy will send you a renewal application prior to the expiration of your designation. Qualification as a critical care residential customer does not relieve you of the obligation to pay the REP or the TDU for services rendered. However, a critical care residential customer who needs payment assistance is encouraged to contact Gexa Energy immediately regarding possible deferred payment options or other assistance that may be offered.

SUS DERECHOS COMO CLIENTE

Este documento resume Sus Derechos Como Cliente, y se basa en las normas adoptadas por la Comisión de Servicios Públicos de Texas (PUCT) para la protección de los clientes. Estas normas se aplican a todos los proveedores de electricidad al por menor - "retail electric provider" (REP) y el proveedor de último recurso (POLR), a menos que se indique lo contrario. Usted puede ver las reglas de la PUC en <http://www.puc.state.tx.us/rules/subrules/electric/index.cfm>.

REPORTANDO CORTES DE ENERGIA ELECTRICA. REPORTE DE CORTE DE ENERGIA LAS 24 HORAS: Si usted necesita reportar un corte de luz, por favor, póngase en contacto directamente con la oficina de transmisión y distribución de servicios públicos (TDU):

ONCOR ELECTRIC DELIVERY: 888.313.4747
 CENTERPOINT ENERGY: 800.332.7143
 AEP TEXAS NORTH and AEP TEXAS CENTRAL: 866.223.8508
 TEXAS NEW MEXICO POWER: 888.866.7456
 SHARYLAND: (866) 354-3335
 NUECES CO-OP: (800) 632-9288 (NEC-WATT)

Referencias para contacto con Gexa Energy y PUCT:

NOMBRE CERTIFICADO:	Gexa Energy, LP
NÚMERO CERTIFICADO DEL REP DEL PUCT:	10027
DIRECCIÓN DE LA INTERNET:	www.gexaenergy.com
DIRECCIÓN DE CORREO ELECTRÓNICO:	Comercial: tx@gexaenergy.com Residencial: customercare@gexaenergy.com
DIRECCIÓN POSTAL:	20455 State Highway 249, Suite 200 ATTN: Contract Administration Houston, TX 77070
NÚMERO DE TELÉFONO:	Comercial: 866.531.GEXA (4392) Residencial: (713) 961-9399 o sin cargos (866) 961-9399 (fuera de Houston)
TELÉFONO HORARIO DE OFICINA:	Comercial: 8:00 am - 5:00 pm hora central, lunes - viernes Residencial: 7:00 am - 8:00 pm, hora central, lunes - viernes y 8:00a.m. - 2:00 p.m. hora centra, Sábados.
FAX:	Comercial: 866.578.GEXA (4392) Residencial: (713) 961-7997 o sin cargos (877) 961-9369 (fuera de Houston)
PUCT:	1-888-782-8477 (TTY 1-800-735-2988) customer@puc.state.tx.us Customer Protection Division, P.O. Box 13326, Austin, TX 78711-3326

Disponible en español: Las protecciones encontradas en este documento, también se presentan en español (véase más abajo). Para obtener copias de sus Términos de Servicio y de la Etiqueta de Datos de Electricidad en español, por favor llame a Gexa Energy al 866-961-9399.

Usted tiene derecho a recibir cierta información en inglés, español o el idioma en el que se le ofrecieron los servicios de Gexa Energy. Estos documentos incluyen los Términos de Servicio, la Etiqueta con información sobre la electricidad, y avisos de factura, información sobre nuevos servicios eléctricos, programas de descuento, promociones y acceso a asistencia al cliente. Comuníquese con Gexa Energy para solicitar que esta información se le proporcione en español o en cualquier idioma en el que se le hayan ofrecido nuestros servicios. Recibirá este documento YRAC (Sus derechos como cliente) y los avisos de desconexión en inglés y español, o inglés y su idioma designado, si ha solicitado un idioma diferente al español, en el cual se le ofrecieron los servicios de Gexa Energy.

ASUNTOS DE SERVICIO:

Cambio No Autorizado de Proveedor de Servicio o "Slamming": Un REP debe obtener su autorización verificable antes de cambiar su servicio eléctrico. Si usted cree que su servicio eléctrico ha sido cambiado sin su autorización, usted debe solicitar que el REP le proporcione una copia de su autorización y verificación. El REP debe presentar esa copia a usted dentro de 5 días laborables a su solicitud. Si usted no está satisfecho con esta respuesta, usted también puede presentar una queja con el PUC a la dirección arriba mencionada. Si se presenta una queja con la PUC, el REP debe responder dentro de los 21 días siguientes a su queja, proporcionando toda la documentación obtenida por el REP en relación con la autorización para cambiar, y cualquier acción correctiva adoptada hasta la fecha.

Si un REP está supliendo servicios a su cuenta sin la debida autorización, el REP debe trabajar con otros participantes del mercado a tomar todas las medidas necesarias para volver a su REP original, lo más pronto posible. Su REP original tiene el derecho de facturarle al precio divulgado en los términos del servicio de cualquiera de los siguientes: 1) la fecha en la que vuelve a su REP original, o 2) en cualquier fecha anterior elegida por su REP original por cual el REP tenía autorización para servirle a usted. El REP que le sirvió sin la debida autorización debe reembolsarle en un plazo de cinco días a partir de la fecha en que su servicio es regresado a su REP original todos los gastos pagados por el período que el REP original le cobró. Además, el REP que sirvió a usted sin su autorización es responsable del pago de todos los cargos asociados con el regreso de su servicio a su REP de elección. Para los períodos que el REP no autorizado le sirvió y que no son facturados a usted por su REP original, el REP que le sirvió sin su autorización puede facturarle, pero no a una tasa superior a la que hubiese pagado con su REP original.

ASUNTOS DE FACTURACIÓN:

Los cargos no autorizados o "Cramming": Antes de que estén incluidos nuevos cargos en su factura de electricidad, Gexa Energy debe informarle del producto o servicio, todos los cargos asociados, la forma en que estos cargos aparecerán en su factura de electricidad y obtener su consentimiento para aceptar el producto o servicio. Gexa Energy le proporcionará un número de teléfono gratuito y la dirección que usted puede usar para resolver cualquier disputa de facturación o para hacer preguntas acerca de su factura. Si usted cree que su factura de electricidad incluye cargos no autorizados, puede ponerse en contacto con Gexa Energy para disputar esos cargos y usted puede presentar una queja ante la PUCT. Gexa Energy no desconectará su servicio eléctrico por falta del pago de un cargo no autorizado ni archivará un informe desfavorable de crédito contra usted por los cargos en disputa no remunerado que alegadamente usted no autorizó, a menos que, la controversia se resuelva en última instancia, en contra de usted. Si se determina que los cargos fueron hechos sin autorización, Gexa Energy dejará de cobrarle por el servicio o producto no autorizado, eliminará el cargo no autorizado de su factura y le dará un reembolso o crédito de todo el dinero que pagó por cualquier cargo no autorizado dentro de 45 días.

Si los cargos no son reembolsados o acreditados dentro de 3 ciclos de facturación, se le pagarán los intereses a una tasa anual establecida por la PUCT por la cantidad de cualquier cargo no autorizado hasta que sea devuelto o acreditado. Usted puede pedir todos los expedientes de facturación en el control de su REP relacionados con cargos no autorizados dentro de los 15 días laborables después de la fecha en que el cargo no autorizado es removido de su factura. Gexa Energy no le re-facturará por cargos que hayan sido determinados cargos no autorizados.

Planes de Pagos Diferidos y Otros Arreglos de Pago: Si usted no puede pagar su factura, por favor llame inmediatamente a Gexa Energy. Gexa Energy le puede ofrecer un acuerdo de pago a corto plazo le permite pagar su factura después de su fecha de vencimiento, pero antes de su próxima factura. Además, usted podría calificar para un "plan de pago diferido". Un plan de pago diferido le permite pagar una factura pendiente en plazos más allá de la fecha de vencimiento de su factura actual. Gexa Energy podrá exigir un pago inicial para iniciar el acuerdo. Si

manifiesta su incapacidad para pagar su factura, Gexa Energy debe ofrecerle un plan de pago diferido a menos que haya recibido más de 2 avisos de desconexión durante los últimos 12 meses o a menos que haya sido un cliente de Gexa Energy por menos de 3 meses y no tiene suficiente crédito o historial de pagos con otro REP. Todos los REP deben ofrecer a los clientes planes de pagos diferidos para las facturas que vencen durante situaciones de emergencia extrema meteorológicas y a los clientes que hayan sido facturas reducidas de \$ 50.00 o más (a menos que haya sido debido al robo de servicio).

Un plan de pago diferido puede incluir el 5% de penalización por demora en el pago, sin embargo, un POLR no puede cobrar un atraso a clientes con una demanda máxima anual de menos de 50 kW. Los REPs también deben ofrecer un plan de pago a nivel o promedio para los clientes que actualmente no tienen pagos delincuentes con el REP. Si usted no cumple los términos del acuerdo de pago, plan de pago diferido, o plan de pago a nivel o promedio, Gexa Energy puede desconectar su servicio como se explica en la sección "Desconexión del Servicio" de este documento. Para obtener detalles adicionales sobre estos programas, por favor, consultar su documento de Términos de Servicio o comunicarse con Gexa Energy para obtener más información.

Asistencia de Financiamiento y de Energía: Si usted es un cliente residencial o un cliente pequeño comercial, y se comunica con nosotros indicando que usted no puede pagar su factura, le informaremos de todas las opciones de pago y de los programas de asistencia que se ofrecen o están a su disposición en Gexa Energy. Si recibe estampillas de comida, Medicaid, TANF o SSI del TDHS o si su ingreso familiar no es mayor que 125% del índice federal de pobreza, usted podría calificar para asistencia de energía del Texas Department of Housing and Community Affairs (TDHCA) . Puede comunicarse con el TDHCA llamando al 800.525.0657, 800.733.5120 fax, escribiendo a TDHCA, P.O. Box 13941, Austin, TX 78711-3941 o por correo electrónico a info@tdhca.state.tx.us.

Descuentos para Clientes de Bajos Ingresos. Por cada mes que PUCT tiene fondos disponibles del Estado, Gexa Energy ofrecerá un descuento en la factura de electricidad para los clientes de bajos ingresos que cumplan con los requisitos de elegibilidad. Los clientes son automáticamente elegibles si están inscritos en un programa de Texas Health and Human Services Commission (HHSC), o puede auto-inscribirse si cumple con los requisitos de elegibilidad PUCT "Reglas de Sustentación" (Substantive Rule) 24.454. Para más información sobre estos descuentos y los requisitos de elegibilidad, por favor comuníquese con Gexa Energy.

No Requerimientos de Idioma Inglés. Los siguientes documentos serán proporcionados a usted en inglés y español: Sus Derechos Como Cliente; la notificación de aviso de inscripción proporcionada por el agente de registro, y los avisos de desconexión. Además, Gexa Energy proporcionará la siguiente información a usted en inglés, español o el idioma utilizado para comercializar este servicio, como usted haya decidido: documentos de Términos de Servicio, la Etiqueta de Datos de Electricidad, su factura, los avisos de factura, servicio de acceso al cliente, la información sobre la disponibilidad de nuevos servicios eléctricos, programas de descuento y promociones.

Lectura del Contador y Pruebas: Por favor comuníquese con Gexa Energy para obtener información sobre cómo leer su contador. Usted tiene el derecho a pedir una prueba del contador de acuerdo con la tarifa de su TDU. Si lo desea, Gexa Energy puede enviar en su nombre una solicitud electrónica estándar para la prueba al TDU. Si se realiza una prueba más de una vez en un período de cuatro años, y se determina que el contador está funcionando correctamente, entonces se le podría cobrar una tarifa por las pruebas adicionales del contador a un costo aprobado por su TDU. El TDU proporciona los resultados de las pruebas, la fecha de la prueba, la persona que hizo la prueba, y si es necesario la fecha de remoción del contador.

ASUNTOS DE DESCONEXION:

Desconexión del Servicio: La PUCT ha previsto que, en determinadas circunstancias peligrosas (tal como es una situación de línea eléctrica peligrosa), TDU podrá desconectar su servicio eléctrico sin previo aviso. Además, Gexa Energy podría tratar de desconectar su servicio eléctrico por cualquiera de estas razones: (1) la falta del pago de una factura que se adeuda o hacer un arreglo de pago diferido antes de la fecha de la desconexión a Gexa Energy, (2) incumplir con los términos de un acuerdo de pago diferido u otro acuerdo de pago hecho con Gexa Energy, (3) utilizar los servicios de una manera que interfiera con el servicio de los demás o el funcionamiento de equipo no estándar, y (4) falta de pago de un depósito requerido por Gexa Energy. Antes de desconectar su servicio, por estas razones Gexa Energy deberá proporcionarle un Aviso de Desconexión por escrito. Este aviso debe ser enviado a usted por separado (o entregado a mano) no antes del primer día después de la fecha de vencimiento de su factura. La fecha de desconexión debe ser de 10 días a partir de la fecha en que el aviso se publica y no pueden caer en un día festivo o fin de semana (o el día anterior) a menos que Gexa Energy y el personal de la TDU estén disponibles para aceptar el pago y el servicio puede ser reconectado.

Su servicio no puede ser desconectado por alguna de las siguientes razones:

- la falta de pago del servicio eléctrico por un ocupante anterior de la premisa si los ocupantes no son los mismos;
- la falta de pago de cualquier cargo que no esté relacionado con el servicio eléctrico;
- la falta de pago de otro tipo o clase de servicio eléctrico que no está incluido en la factura de cuenta cuando se inició el servicio;
- la falta de pago en virtud de cargos de facturas reducidas que se produjeron durante más de 6 meses (excepto el robo de servicio);
- la falta de pago de cualquier disputa de cargos hasta que Gexa Energy o la PUC determine la exactitud de los cargos y se le haya notificado de esta determinación;
- la falta de pago de una factura estimada a menos que la factura estimada forme parte de un programa pre-aprobado de lectura de contadores o de una lectura basada en un estimado del contador leído por el TDU;
- si Gexa Energy recibe una notificación el último día de la fecha de vencimiento indicada en el aviso de que un proveedor de asistencia de energía hará un pago a su cuenta, y usted pagó o ha hecho un acuerdo de pago para pagar cualquier deuda pendiente que no esté cubierta por el proveedor de asistencia de pago;
- por no pagar durante una emergencia de fenómenos climáticos extremos (como se define), y con previa petición, Gexa Energy debe ofrecerle un plan de pago diferido para las facturas pendientes durante la emergencia; o
- por no pagar si le informa a Gexa Energy, antes de la fecha de desconexión indicada en el aviso, que usted u otro residente en el local tiene una condición médica crítica y necesita del servicio eléctrico. Sin embargo, para obtener esta exención, usted debe entrar en un plan de pago diferido con Gexa Energy y contactar al médico de la persona enferma para que se comuniquen con Gexa Energy y haga una declaración escrita que acredite la necesidad del servicio eléctrico para apoyar la vida de la persona enferma. Esta exención de desconexión debido a enfermedad o discapacidad estará en efecto por 63 días y puede ser solicitada nuevamente después que los 63 días hayan expirado y el plan de pago diferido se haya cumplido.

Restauración de Servicio: Si su servicio ha sido desconectado por Gexa Energy por falta de pago o por motivos que no sean causados por una situación peligrosa, Gexa Energy podrá reconectar el servicio cuando se corrijan las razones por las que se desconectó el servicio y se haga el pago apropiado por desconexión y reconexión, entonces Gexa Energy notificará a su TDU para reconectarle el servicio. Si su servicio fue desconectado debido a una situación peligrosa, su servicio será reconectado una vez que usted demuestre a la TDU que ha corregido la situación peligrosa.

DISPUTAS:

Resolución de Quejas: Por favor póngase en contacto con Gexa Energy si usted tiene comentarios, preguntas o quejas. Al recibir una queja, Gexa Energy investigará y le notificará de los resultados dentro de 21 días. Si usted no está satisfecho con los resultados de la investigación, usted puede solicitar a los supervisores para una revisión. Gexa Energía le avisará de los resultados del supervisor dentro de 10 días laborables de su solicitud. Si usted no está satisfecho con los resultados de la investigación o investigación del supervisor, usted puede presentar una queja ante la PUCT o la Oficina del Procurador General, División de Protección del Consumidor. Para una queja a la PUCT, por favor, incluya información suficiente que identifique a usted y el asunto con el REP y describa con detalles el problema de manera específica. La siguiente información debe estar incluida en la demanda: (i) el nombre del cliente en la cuenta, la dirección donde recibe el servicio, y el número de teléfono, (ii) el nombre del REP o agregador, (iii) el número de cuenta o identificador de servicio eléctrico (ESI-ID), (iv) una explicación de los hechos pertinentes a la queja, (v) su pedido de resolución, y (vi) toda la documentación que apoye la queja, incluya las copias de las facturas o documentos de los términos de servicio. Para una queja relacionada a una disputa de factura, Gexa Energy no iniciará trámites de recolección ni cortará o desconectará el servicio, tampoco informará el pago delinciente a una agencia de información con respecto a la porción disputada de la factura. Sin embargo, tras la debida notificación, Gexa Energy puede desconectar su servicio por falta de pago de cualquier parte indiscutible de la factura.

OTRAS PROTECCIONES:

Lista de No Llamar ("Do Not Call"): Los residentes de Texas pueden registrar el número de teléfono residencial en la lista de "No Llamar" patrocinada por la PUCT. Al colocar su nombre, dirección y número de teléfono en esta lista se le identifica como alguien que no desean recibir llamadas de telemarketing en su casa. Sin embargo, las agencias de telemarketing pueden comunicarse con los clientes que hayan establecido una relación de negocios; si el cliente lo solicita, a cobrar una deuda, en nombre de una organización sin fines de lucro o de caridad si la llamada no responde a la definición de una "solicitud telefónica" intentando hacer una venta u obtener información que conduzca a una venta, o si el telemarketer tiene licencia (por ejemplo, seguros o agente de bienes raíces, etc), y la llamada no se realiza por un dispositivo automático, la transacción solicitada se completará con una presentación cara a cara para finalizar la transacción de venta y hacer el pago, el consumidor no ha dicho anteriormente de que él no desea ser llamado. La lista de "No Llamar" de todos los estados aplica a todos los comercializadores de telefonía que operan en Texas. El cargo de registro por cada número residencial en esta lista es de \$2.25. El registro por Internet es www.texasnocall.com es ahora gratis. Su número(s) de teléfono residencial registrado(s) permanecerá en esta lista por tres años. Los números telefónicos de las empresas no pueden ser registrado en esta lista.

Si eres un cliente de negocio la lista de "No Llamar de Electricidad" ha sido creada para evitar las llamadas sólo de REP y telemarketers que llaman por teléfono acerca de su servicio eléctrico. Hay un cargo de registro de \$2.55 por cada número añadido en la lista "No Llamar de Electricidad". Los números puestos en esta lista se mantendrá en la lista de cinco años. Sólo los números de las empresas pueden ser añadido en la lista "No Llamar de Electricidad". Estas listas serán actualizadas y publicadas a los telemarketers trimestralmente. Dentro de los 60 días de la fecha en que su número aparece en una lista publicada, deberá dejar de recibir llamadas de telemarketing. Si continúa recibiendo llamadas después de los 60 días, póngase en contacto con la PUCT o la Oficina del Procurador General, División de Protección del Consumidor, 1-800-621-0508. Para registrarse en cualquiera de las listas, puede visitar www.texasnocall.com. Para una solicitud o para registrarse por teléfono con su tarjeta Visa o MasterCard, llame a la línea gratuita 866-TXNOCAL(L) (866.896.6225). Para pedir una solicitud por escrito, envíe su solicitud y un cheque personal, giro postal o información de tarjeta de crédito a TEXAS NO CALL, P.O. Box 313, E. Walpole, MA 02032.

Derechos de Privacidad: Excepto según se describe a continuación, los REPs no puede revelar la información propietaria del cliente a cualquier otra persona sin su consentimiento. Esto incluye su nombre, dirección, número de cuenta, tipo o clasificación de servicio, historial del uso de la electricidad, los patrones de uso, tipos de instalaciones que se utilicen en la prestación del servicio, los términos y condiciones del contrato, el precio, los cargos actuales o registros de facturación. Esta prohibición no se aplica a la revelación de su información bajo ciertas circunstancias requeridas por ley o permitidas debajo del la Regla Substantiva del PUCT 25.472, incluyendo revelar a la PUC, a un agente de su REP, agencias de información sobre consumidores, organismos encargados de hacer cumplir la ley o su TDU. Un REP también puede compartir esta información con un tercero con el propósito de esa parte de comercialización de los productos o servicios a los que después se le brindó la oportunidad de "optar fuer" ("opt-out") de la revelación de su información. Además, esta prohibición no se aplica a la revelación del historial de uso anterior a la solicitud y autorización de un cliente actual o solicitante de un local. Los clientes industriales y comerciales pueden ponerse en contacto con su REP o LDC y designar que su historial de uso anterior es competitivamente sensible a fin de evitar la liberación de esta información.

Cuidados Críticos: Si una interrupción o suspensión del servicio eléctrico crea una amenaza o un peligro de vida, usted puede calificar como un "cliente residencial de cuidados críticos". Al recibir su solicitud, Gexa Energy le proporcionará el formulario de "Determinación de Elegibilidad de Cuidados Críticos", que usted debe completar y devolver a Gexa Energy. La solicitud de cuidados críticos es evaluado y aprobado por su TDU, sin embargo, usted puede apelar la determinación de elegibilidad a la TDU. Si usted no está satisfecho con los resultados de esta apelación, usted puede presentar una queja ante la PUCT. Si se aprueba, la designación es válida por un año y Gexa Energy le enviará una solicitud de renovación antes del vencimiento de su designación. La calificación como cliente residencial de cuidados críticos no exime a usted de la obligación de pagar el REP o el TDU por los servicios prestados. Sin embargo, un cliente residencial de cuidados críticos que necesita la asistencia de pago se le recomienda ponerse en contacto inmediatamente con Gexa Energy sobre las posibles opciones de pago diferido u otro tipo de asistencia que se puedan ofrecer.

Exhibit A

GEXA ENERGY ELECTRIC SALES TERMS OF SERVICE (TEXAS SMALL COMMERCIAL)

24 HOUR SERVICE OUTAGE REPORTING: Should an outage occur, Customer should contact the appropriate transmission and distribution utility:

ONCOR: (888) 313-4747
CENTERPOINT ENERGY: (800) 332-7143
AEP TEXAS NORTH and AEP TEXAS CENTRAL: (866) 223-8508
TEXAS NEW MEXICO POWER: (888) 866-7456
SHARYLAND: (866) 354-3335

GEXA ENERGY AND PUCT CONTACT INFORMATION:

REP NAME	Gexa Energy, LP.
BUSINESS NAME	Gexa Energy
CERTIFICATE NO.	10027
INTERNET ADDRESS:	www.gexaenergy.com
EMAIL ADDRESS:	tx@gexaenergy.com
MAILING ADDRESS:	20455 State Highway 249, Suite 200 ATTN: Contract Administration Houston, TX 77070
TELEPHONE NUMBER:	866.531.GEXA (4392)
FAX:	866.578.GEXA (4392)
OFFICE HOURS OF OPERATION:	8:00 am CT - 5:00 pm CT
PUCT:	1-888-782-8477 (TTY 1-800-735-2988) customer@puc.state.tx.us

1. DEFINITIONS.

"Agreement" is defined in the BEA and means the contract documents governing Customer's purchase of electricity from Gexa Energy, which are comprised of these Electric Sales Terms of Service ("TOS"), the Business Electricity Authorization ("BEA"), any addenda to this BEA, and, if Customer is a Small Commercial Customer (as defined in the TOS), Customer's Electricity Facts Label ("EFL") and a Your Rights as a Customer document ("YRAC").

"Average Monthly Electricity Charges" means Gexa Energy's prior total charges to Customer for the supply of electricity (including the Monthly Base Charge) divided by the number of complete and partial Billings Cycles over which such charges occurred; provided, that if Average Monthly Electricity Charges cannot be computed due to limited service by Gexa Energy or other circumstances, "Average Monthly Electricity Charges" shall be reasonably determined by Gexa Energy. "Average Monthly Electricity Charges" do not include TDU Delivery Charges, third-party fees and Taxes.

"Average Monthly Electricity Used" means Customer's Energy Usage divided by the number of complete and partial Billing Cycles over which such usage occurred; provided, that if Average Monthly Electricity Used cannot be computed due to limited service by Gexa Energy or other circumstances, "Average Monthly Electricity Used" shall be reasonably determined by Gexa Energy.

"Billing Cycle" means, for each ESI ID, the period between successive monthly meter read dates during the term of this Agreement.

“Business Electricity Authorization” or “BEA” means the Business Electricity Authorization signed by the Parties, including any addenda.

“Change in Law” means a change in law, regulation, rule, ordinance, order or decree by a governmental authority (including ERCOT), or the implementation of an existing law, regulation, rule, ordinance, order or decree by a governmental authority (including ERCOT), including, without limitation, TDU tariffs and ERCOT Protocols (including, without limitation, those affecting any fees, costs, or charges imposed by ERCOT), changes in market rules, changes in load profiles, changes in how ERCOT calculates usage, or changes in nodal and zonal definitions and changes in the nodal protocols as currently constituted and documented). A “change,” as used above, includes, without limitation, any amendment, modification, nullification, suspension, repeal, finding of unconstitutionality or unlawfulness or any change in construction or interpretation or administration.

“Day-Ahead Market or DAM” means the 24-hour period before the start of the Operating Day.

“Day-Ahead Load Zone Price” is defined as the Settlement Point Price for the applicable ERCOT Load Zone calculated as the load weighted average of the LMPs at all energized electrical buses assigned to that Load Zone that was traded for and assigned in the immediate 24-hour period preceding the actual use of energy.

“Customer” is the person or entity identified as Customer in the BEA.

“Customer Delivery Point” means the point of interconnection between the TDU facilities and Customer’s electric meter.

“Early Termination Fee” or (“ETF”) means as to each terminated ESI ID(s):

- (a) for a fixed price product or a block product: [2 x the Average Monthly Electricity Charges] x [the ETF Pro-ration Factor]; and**
- (b) for an LMP product: [the Retail Adder] x [2 x the Average Monthly Electricity Used] x [the ETF Pro-ration Factor]; provided that if the LMP component of the Price is multiplied by 1 + the Transmission Loss %, as set forth in Addendum B, then the Retail Adder, for purposes hereof, shall mean the Retail Adder x [1 + the Transmission Loss Factor].**

“Effective Date” is the date that the BEA is signed by all Parties.

“EFL” is defined in the BEA.

“Energy Usage” means Customer’s total metered energy usage for the ESI ID(s) subject to this Agreement measured in kilowatt hours (“kWh”) for the applicable period.

“ERCOT” means the Electric Reliability Council of Texas.

“ESI ID” means the Customer’s Electric Service Identifier referenced in the BEA (including any Addendum to the BEA).

“ETF Pro-ration Factor” means a fraction, the numerator of which is the total number of complete and partial months that would have remained in the Initial Term had there not been an early termination, and the denominator of which is twelve (12).

“Gexa Energy” means Gexa Energy, LP, a Texas limited partnership.

“Holdover Period” is defined in the “Term” Section of this TOS.

“Holdover Price” means the price for electricity supplied during the Holdover Period, as set forth on Gexa Energy’s website at www.gexaenergy.com under “legal notices and terms.”

“Initial Term” means the period commencing on the Service Commencement Date and continuing thereafter for the number of months specified for the Initial Term of service in the BEA; provided, that if the BEA specifies an end date of

service for any ESI ID, the Initial Term shall in any event end for such ESI ID as of such end date; provided further, that if the Service Commencement Date is delayed, the Initial Term shall continue for the number of months specified for the Initial Term of service in the BEA had the Service Commencement Date not been delayed. If Customer is a Small Commercial Customer on a fixed rate product, then notwithstanding any contrary provision in this Agreement, the Initial Term shall end on the end date of the contract specified by Gexa Energy; provided, that Gexa Energy may bill the Price until the first meter read after the end date of the contract as authorized in PUCT Substantive Rule 25.475. Further, if an end date of the contract is specified for any Customer that is not a Small Commercial Customer in a bill or otherwise, then notwithstanding any contrary provision in this Agreement, the Initial Term shall end on the date through which Gexa Energy bills the Price.

“Insufficient Notice Fee” means for termination of the Agreement in whole or in part, one-fourth (1/4) of the applicable Early Termination Fee (without application of the ETF Pro-ration Factor).

“Late Fee” means a one-time fee of five percent (5%) assessed on invoices for the Monthly Charge that are not paid when due.

“Load Zone” means a group of electrical buses assigned to the same zone under Nodal Protocol Section 3.4, Load Zones.

“LMP” means Locational Marginal Price. The offer-based cost of serving the next increment of load at an electrical bus, which marginal cost is produced by the Day-Ahead Market process or by the Security Constrained Economic Dispatch (“SCED”) process.

“Monthly Base Charge” means (i) for the Initial Term, a fixed monthly charge per ESI ID, as set forth in the BEA, and (ii) for the Holdover Period, a fixed monthly charge per ESI ID, as set forth on Gexa Energy’s website at www.gexaenergy.com under “legal notices and terms.”

“Monthly Charge” means the sum of (i) the product of Customer’s total metered Energy Usage during a Billing Cycle and the Price or Holdover Price, whichever is applicable; provided that the Price, if based on Day-Ahead Load Zone Price, shall be multiplied by Customer’s metered Energy Usage for the applicable LMP interval (using actual metered usage for such interval, if available, or, if not available, based upon ERCOT deemed profile data), (ii) the Monthly Base Charge, (iii) TDU Delivery Charges and other applicable Pass-Through Charges, and (iv) Taxes.

“Operating Day” means the day, including hours ending 0100 to 2400, during which energy flows.

“Party” means either Gexa Energy or Customer, and “Parties” means both Gexa Energy and Customer.

“Pass-Through Charges” means (i) TDU Delivery Charges, and (ii) all recurring or non-recurring third-party fees and charges with respect to the purchase, sale, acquisition, delivery, transmission and/or distribution of electricity (other than the electric supply costs specified in the “Price” Section of the TOS as being included in the Price), including, without limitation, the ERCOT administrative fee, the Texas Regional Entity (“TRE”) administrative fee, and the PUCT Assessment fee, and costs and charges arising from a Change in Law, all of which are excluded from the Price and Holdover Price and passed through directly to Customer by Gexa Energy.

“Price” is defined in the “Price” Section or, as applicable, other Special Provisions Sections of this TOS.

“PUCT” means the Public Utility Commission of Texas.

“REP” means retail electric provider.

“Retail Adder” means the component of the Price that is set forth in Addendum B to the BEA.

“Seller Delivery Point” means the point of interconnection between a third-party transmission or delivery system and the TDU transmission or delivery system.

“Service Commencement Date” means the date on which the TDU switches the Customer’s respective ESI ID(s) to Gexa Energy; provided that, in the case of a renewal of electric supply already being provided by Gexa Energy to Customer,

the Service Commencement Date means the day following the termination or expiration of Customer's most immediately preceding agreement with Gexa Energy.

"Settlement Point Price" means a price calculated for a Settlement Point for each Settlement Interval using LMP data and the formulas detailed in Nodal Protocol Section 3.6, DAM Settlement.

"Small Commercial Customer" means a non-residential customer that has a peak demand of less than fifty (50) kW during any twelve-month period, unless the customer's load is part of an aggregation program whose peak demand is in excess of fifty (50) kW during the same twelve-month period.

"Taxes" means all federal, state, municipal or other governmental taxes, duties, fees, levies, premiums, assessments, surcharges, withholdings, or any other charges of any kind relating to the sale, purchase or delivery of electricity, together with all interest, penalties or other additional amounts imposed thereon, but excluding taxes on net income.

"TDU Delivery Charges" means those recurring and non-recurring charges payable to the TDU in connection with transmission and distribution of electricity pursuant to this Agreement, including, without limitation, all charges allowed or required by the PUCT, ERCOT or any other governmental or regulatory authority or any third parties. Examples of non-recurring TDU Delivery Charges are those arising from a move-in or switch, such as self-selected meter reads; service connection, disconnection, or reconnection fees; and meter tampering charges.

"Transmission and Distribution Utility" or "TDU" means a utility that owns electric transmission and/or distribution facilities that deliver electricity to the facilities to which the ESI ID(s) pertain.

2. NOTICE TO SMALL COMMERCIAL CUSTOMERS.

NOTICE TO SMALL COMMERCIAL CUSTOMERS REGARDING RESCISSION: If Customer is switching to Gexa Energy from another REP and Customer is a Small Commercial Customer, Customer has the right to rescind this Agreement with Gexa Energy without any fee or penalty of any kind within three (3) federal business days of receiving this Agreement. To do so, Customer may call Gexa Energy at (713) 961-9399 or toll-free at (866) 961-9399 (outside Houston), or Customer may fax Gexa Energy at (713) 961-7997 or toll-free at (877) 961-9369 (outside Houston) during the customer service hours of 8:00 a.m. to 5:00 p.m. CT on or before the third federal business day. This right to rescind does not extend to service requests for establishing electric service at a new location (also known as a "move-in").

NOTICE TO SMALL COMMERCIAL CUSTOMERS REGARDING TERMINATION AND DISCONNECTION. To terminate this Agreement, Customer may call or fax Gexa Energy at the contact numbers provided above. Termination charges will apply as provided in this Agreement. If Customer's termination requires a self-selected meter read by the TDU, Customer will be charged a fee established by the TDU. Regardless of the method or reason for termination of the Agreement, Customer is responsible for payment of all outstanding charges incurred through the date on which the termination is effected by the TDU. If Customer is a Small Commercial Customer, Customer may terminate electric service without penalty if Customer moves to another premises and provides Gexa Energy with evidence confirming that Customer has moved and Customer's forwarding address. Gexa Energy may order disconnection of Customer's electric service for non-payment as provided in this Agreement.

3. SERVICES. During the Initial Term and any Holdover Period, Gexa Energy shall sell to Customer and Customer shall purchase from Gexa Energy Customer's electricity requirements for the ESI ID(s) specified in this Agreement, and Customer shall obtain such electricity requirements for such ESI ID(s) exclusively from Gexa Energy on the terms and conditions specified in this Agreement. Gexa Energy shall cause all such electricity to be delivered to the Seller Delivery Point(s) and Customer shall receive such electricity at the Customer Delivery Point(s).

4. CUSTOMER INFORMATION. Customer agrees to provide Gexa Energy with the necessary authority to obtain Customer's current and historical electricity cost and usage data from the TDU, Customer's payment and credit history and other information reasonably requested by Gexa Energy. Customer agrees, upon request, to provide Gexa Energy with facility descriptions, operating information, ESI IDs and locations, and such other information available to Customer reasonably required by Gexa Energy. Customer agrees to notify Gexa Energy in writing whenever it believes that its usage will depart materially from its historical usage and shall provide good faith estimates of such departures.

5. ENROLLMENT. Customer shall select either "New Service", "Standard Switch", "Self-Selected Switch" or "Renewal" by checking the appropriate service type in the BEA. "Standard Switch" and "Self-Selected Switch" have the meanings set forth in applicable PUCT rules. Gexa Energy shall use commercially reasonable efforts to submit market orders to ERCOT as are necessary for the TDU to enroll Customer's ESI ID(s) with Gexa Energy, within the following timeframes: (i) if "New Service" is selected in the BEA, Gexa Energy shall submit market orders at least three business days prior to the requested Service Commencement Date set forth in the BEA as to each respective ESI ID, (ii) if "Standard Switch" is selected in the BEA, Gexa Energy shall submit market orders approximately three business days after Gexa Energy accepts this Agreement, or (iii) if a "Self-Selected Switch" is selected in the BEA, Gexa Energy will submit market orders at least three business days prior to the Service Commencement Date set forth in the BEA as to each respective ESI ID. No market orders are submitted for a "Renewal". Gexa Energy's submission of market orders may be delayed due to events beyond its reasonable control, including, but not limited to, submission of an incomplete, improperly completed, unclear, inaccurate or improper form of BEA by or on behalf of Customer, as reasonably determined by Gexa Energy.

Customer agrees to cooperate with Gexa Energy's efforts with respect to enrollment. Gexa Energy shall not be held liable to Customer for delay or failure in enrolling Customer's ESI ID(s) if such delay or failure was due in whole or in part to any cause beyond Gexa Energy's control.

6. TERM: This Agreement shall become effective on the Effective Date with electric service commencing for each ESI ID on the Service Commencement Date and continuing thereafter for the Initial Term. If, upon expiration of the Initial Term, Customer's ESI ID(s) are not successfully switched by the TDU to another REP or Gexa Energy and Customer do not enter into a new or renewal Agreement, this Agreement shall continue on a month-to-month basis until either Party terminates this Agreement and the TDU switches Customer's ESI ID(s) to another REP or Gexa Energy and Customer enter into a new or renewal Agreement (the "Holdover Period"). If Customer is a Small Commercial Customer: (a) a contract expiration notice will be sent to Customer at least fourteen (14) days prior to contract expiration in accordance with PUCT Substantive Rule 25.475, and the Holdover Period shall begin following the date through which Gexa Energy bills the Price and (b) if Customer fails to take action to ensure the continued receipt of electric service upon the expiration of the Initial Term, Customer will continue to be served by Gexa Energy automatically on a month-to-month basis pursuant to a default renewal product (as described below and in an EFL that will be provided to Customer with the contract expiration notice).

7. PRICE: The unit price for electric service provided to Customer by Gexa Energy during the Initial Term (the "Price") is set forth in the BEA and, unless otherwise set forth in the BEA, includes costs and charges for electric energy supply, electric energy losses, congestion charges, scheduling services, any imbalance charges (subject to Customer's notification obligation as provided in the "Customer Information" Section of this TOS), and ancillary services. The unit price for electric service provided to Customer by Gexa Energy during the Holdover Period is the Holdover Price and, unless otherwise set forth in the BEA, includes costs and charges for electric energy supply, electric energy losses, congestion charges, scheduling services, any imbalance charges (subject to Customer's notification obligation as provided in the "Customer Information" Section of this TOS), and ancillary services. The unit price on the EFL provided to a Small Commercial Customer is calculated in accordance with PUCT Substantive Rule 25.475 and includes Gexa Energy's price for the supply of electricity, all recurring TDU Delivery Charges, the ERCOT administrative fee, the Texas Regional Entity (TRE) administrative fee, the PUCT Assessment fee, and any other recurring third-party fees. Specific TDU charges will vary depending on the TDU providing the service.

8. BILLING AND FEES. Unless the Parties agree in writing to alternate payment arrangements, Customer consents to be billed monthly for services provided hereunder. **Each bill will consist of the Monthly Charge (including Taxes), or multiple Monthly Charges if Gexa Energy defers Monthly Charges as provided below. Customer agrees to pay each such bill on or before the number of days set forth in the BEA under "Pay Terms" after the billing date on Customer's invoice or the postmark date on the invoice envelope, whichever is later.** Gexa Energy may elect to defer sending monthly bills for all periods where actual usage is not available from the TDU. If any payment for the Monthly Charge made by Customer to Gexa Energy or to the TDU is late Gexa Energy shall have the right to assess the Late Fee and may report delinquent balances to a credit agency. If Customer's account(s) is under a deferred payment plan with Gexa Energy and Customer has not paid the amount due by the payment date, such account(s) may be placed on a "switch-hold." If a "switch-hold" is placed on such account(s), Customer will not be able to switch Customer's electric service to another retail electric provider until the Customer has paid in full the outstanding balance due. Gexa Energy may also assess a twenty-five dollar (\$25) fee against any transaction not processed due to insufficient funds or credit availability for any method of payment, including checks, bank drafts or credit card.

If the TDU fails to timely obtain or transmit a meter reading, Gexa Energy reserves the right to issue or cause to be issued a bill to Customer based on its estimated Energy Usage and charges during the Billing Cycle. Gexa Energy

will include or cause to be included in any subsequent bill from Gexa Energy, adjustments related to previous billings, including estimates, previous billing errors, meter read errors, or other errors or omissions. Gexa Energy may apply any credit balance on a particular ESI ID to a balance owed on any other Customer ESI ID. In the event that Customer disputes a bill, Customer must pay any undisputed portion of the bill by the due date specified in the applicable payment terms. If the unpaid, disputed portion of the bill is subsequently resolved in favor of Gexa Energy, the Late Fee will be applied to such unpaid amounts. One time per calendar year, Customer may request a copy of its billing records at no charge. Any additional requests may result in a fee of five dollars (\$5) per bill period requested. If Customer is a "government entity" as defined in the Prompt Payment Act ("PPA"), Tex. Government Code, Chapter 2251, then, notwithstanding any contrary provisions in this Agreement, a payment by Customer shall become overdue as provided in the PPA, billing disputes shall be resolved as provided in the PPA, and interest on overdue payments shall be calculated and remitted in accordance with the PPA. As provided in the PPA; (i) "government entity" means a state agency or a political subdivision of the state of Texas, (ii) "state agency" means a (A) board, commission, department, office or other agency in the executive branch of state government that is created by the constitution or a statute of the state of Texas, including a river authority and an institution of higher education as defined by Section 61.003 of the Education Code, (B) the legislature or a legislative agency, (C) or the Supreme Court of Texas, the Court of Criminal Appeals of Texas, a court of appeals, a state judicial agency, or the State Bar of Texas. and (iii) "political subdivision" means (A) a county, (B) a municipality, (C) a public school district or (D) a special-purpose district or authority.

9. Budget Billing Program: If Customer is a Small Commercial Customer, Gexa Energy offers a budget billing program (the "Program") that allows qualified customers to pay an equal budget bill amount each month subject to the following terms. To qualify for the Program, Customer cannot currently be delinquent in payments to Gexa Energy. The budget bill amount is calculated using the last twelve (12) months' usage history at the service address, if available, scaled by a representative annual growth factor of four percent (4%) or more, as determined by Gexa Energy for the initial 12-month term on the Program, multiplied by Customer's current price per kWh, added to the anticipated pass-through charges for the upcoming twelve (12) months, plus the Gexa Energy customer base charge for the upcoming twelve (12) months, plus any applicable taxes or fees, all divided by twelve (12). Customer will pay this amount each month for the next twelve (12) months. If less than twelve (12) months' usage history is available for the service address, Gexa Energy will project the budget bill amount. Customer is also responsible for paying any non-recurring charges from the TDU in addition to Customer's budget bill amount. Customer will receive a statement with Customer's calculated budget bill amount after Customer has been accepted into the Program. Customer is responsible for paying the budget bill amount each billing cycle by the bill due date, even if the bill shows a credit balance.

The balance on Customer's invoice is the total amount Customer owes Gexa Energy, and must be paid in full if Customer opts out of the Program or if Customer fails to remit the full budget bill payment by the bill's due date, or if Customer's service is terminated. If Customer fails to remit the full budget bill amount by the bill's due date, Customer's account(s) may be placed on a "switch-hold" and subject to disconnection (including all associated charges). If a "switch-hold" is placed on Customer's account(s), the Customer will not be able to switch Customer's electric service to another retail electric provider until Customer has paid in full the outstanding balance due to Gexa Energy will be subject to disconnection (including all associated charges). Gexa Energy may modify the Customer's budget bill amount at any time to reflect changes in Customer's usage, price (if applicable) or for other authorized reasons. In addition, if Customer has enrolled in the Budget Billing program, Customer will be automatically re-enrolled after Customer's initial term. At the time of re-enrollment, Customer will receive a credit towards Customer's account, if Customer has paid us more than Customer owes. If Customer has paid us less than Customer owes, Customer must pay us the difference; but that difference will be amortized over the next 12 month period and added to Customer's monthly program payment. Customer will be automatically re-enrolled every 12 months, unless Customer notifies Gexa Energy. If Customer chooses to cancel and Customer has paid us less than Customer owes, Customer must pay us the difference at that time. Customer may opt out of the Program at any time by paying the full balance due as shown on Customer's invoice and providing written notification of the Customer's desire to be removed from the program to the following address: Gexa Energy; 20455 State Highway, Suite 200; Houston, TX 77070; Attention: Budget Billing, or Customer may opt out via email by sending notice to budget.billing@gexaenergy.com. Customer may also contact customer service at: (713) 961-9399 or toll-free (866) 961-9399 (outside Houston).

10. CREDIT AND DEPOSIT REQUIREMENTS. Gexa Energy reserves the right to request a credit history on an applicant for service prior to offering service and to refuse service to anyone who does not meet Gexa Energy's credit

standards. Gexa Energy may refuse to provide service to a customer for one or more of the reasons specified in the PUCT Substantive Rule 25.477. If Gexa Energy determines in its reasonable discretion that Customer cannot demonstrate satisfactory creditworthiness, Gexa Energy may require Customer to pay an initial cash deposit or provide other credit support in an amount reasonably satisfactory to Gexa Energy. If at any time Gexa Energy determines in its reasonable discretion that there has been a material adverse change in Customer's credit status or that Customer cannot demonstrate satisfactory creditworthiness, or if Customer fails to timely pay all amounts due or there otherwise exists a default with respect to Customer under this Agreement, Gexa Energy may require Customer to pay a cash deposit or provide other credit support in an amount reasonably satisfactory to Gexa Energy in addition to any existing or other cash deposit or credit support.

Notwithstanding the foregoing, (i) Gexa Energy will not require an initial deposit from an existing Small Commercial Customer unless such Customer was late paying a bill more than once during the last twelve months of service or had service terminated or disconnected for nonpayment during the last twelve months of service, and (ii) Gexa Energy will not require an additional deposit from an existing Small Commercial Customer if the average of the customer's actual billings for the last twelve months are at least twice the amount of the original average of the estimated billings and a termination or disconnection notice has been issued or the account disconnected within the previous twelve months.

Cash deposits held more than thirty (30) days will accrue interest from the date of receipt at the annual rate established by the PUCT and such accrued interest will be applied annually to Customer's account. After termination of this Agreement or disconnection of service, Gexa Energy will apply any cash deposit plus any unpaid accrued interest toward any outstanding balance on Customer's final bill and will refund any remaining deposit. Gexa Energy may apply any deposit on a particular ESI ID to a balance owed on any other Customer ESI ID. Any such cash deposit plus any unpaid accrued interest will be refunded by means of a credit to a Small Commercial Customer's bill(s) once such Customer has made twenty-four (24) consecutive payments without the assessment of any Late Fee.

11. CONTRACT CHANGES: The following applies to a Small Commercial Customer: Gexa Energy may make non-price related changes to this Agreement by providing Customer with advance notice, with the exception that Gexa Energy cannot change the length of the Initial Term. Gexa Energy will notify Customer at least 14 days before the change is applied to Customer's bill or otherwise takes effect. Customer will have the right to terminate this Agreement without penalty if Customer terminates within 14 days after the notice of change is sent. If Customer does not cancel this Agreement within that 14-day period, the change will become effective on the date stated in the notice to Customer. Notice is not required for a change that benefits Customer.

12. TERMINATION OF AGREEMENT BY CUSTOMER. If Customer terminates this Agreement, in whole or as relating to any single ESI ID(s), before the end of the Initial Term, Customer shall pay Gexa Energy the Early Termination Fee. In addition, if Customer terminates this Agreement with less than thirty (30) days advance written notice, Customer shall pay Gexa Energy the Insufficient Notice Fee. If Customer is a Small Commercial Customer, Customer may terminate this Agreement without penalty if Customer moves to another premises and provides Gexa Energy with evidence confirming that Customer has moved and Customer's forwarding address. In the event that Customer terminates this Agreement as provided for in this Section, Customer shall be obligated to pay for the electricity and related services provided to Customer pursuant to this Agreement prior to the date that such termination becomes effective, including Late Fees, if applicable.

Should Gexa Energy incur damages greater than the Early Termination Fee as a result of such termination of this Agreement by Customer before the end of the Initial Term, Customer shall pay to Gexa Energy such damages; provided, that Customer shall not be obligated to pay such damages as to an MCPE product. Such damages shall equal the product of: (1) the excess, if any, of the Price over the market price that is commercially available to Gexa Energy for the same electricity usage which would have been supplied hereunder for the remainder of the Initial Term, all as reasonably determined by Gexa Energy, and (2) the estimated electricity usage which would have been supplied hereunder for the remainder of the Initial Term. To determine the "market price that is commercially available to Gexa Energy," as used above, Gexa Energy may consider, among other things, settlement prices of applicable NYMEX power futures contracts, quotations from leading dealers in energy swap contracts and other bona fide offers from parties participating in the wholesale and/or retail power markets, which may include Gexa Energy and/or its affiliates, all as commercially available to Gexa Energy and all as adjusted for the length of the remaining Initial Term and otherwise as is appropriate. Gexa Energy will not be required to enter into any replacement transaction in order to determine such market price or actual damages.

The Parties agree that the Early Termination Fee or other amounts recoverable hereunder are a reasonable estimate of loss and not a penalty. If Customer is a Small Commercial Customer, then, notwithstanding any contrary provision, no termination fee shall apply as provided in PUCT substantive Rule 25.475.

13. TERMINATION OF AGREEMENT, AND DISCONNECTION OF CUSTOMER'S SERVICE BY GEXA ENERGY.

Gexa Energy reserves the right to terminate this Agreement and disconnect Customer's service under this Agreement if Customer (i) fails to make timely payment of all amounts due Gexa Energy; or (ii) fails to post a security deposit under the provisions of the "Credit and Deposit Requirements" Section herein within ten (10) days of a written request for deposit; or (iii) breaches any warranty or representation to Gexa Energy; or (iv) defaults on any material obligation under this Agreement (other than as provided in subparts (i), (ii) and (iii) above); or (v)(A) makes an assignment for the benefit of creditors, (B) files a petition or otherwise authorizes the commencement of a proceeding under the Bankruptcy Code or similar law for protection of creditors, or has such petition filed against it, (C) otherwise becomes bankrupt or insolvent, or (D) is unable to pay its debts as they fall due; or (vi) enters into a merger with, or sells substantially all of its assets to, another entity that fails to assume Customer's obligations under this Agreement (subject to the "Assignment" Section of this Agreement). In the event service is terminated in accordance with this Section, Customer shall pay the Early Termination Fee or, if greater than the Early Termination Fee, damages incurred by Gexa Energy as provided in this Agreement. Gexa Energy will notify Customer of its intent to disconnect electric service at least ten (10) days prior to the effective date of the disconnection.

If payment in the amount specified in the disconnect notice is not received by the date specified in the notice, and a disconnection transaction has been processed by Gexa Energy, Customer's account will be charged a fifteen dollar (\$15) disconnection fee. This fee will be assessed regardless of whether Customer's electric service is actually disconnected. In addition, Customer's account will be charged a fifteen dollar (\$15) reconnection fee in the event that Gexa Energy processes a reconnect transaction for the account. These fees are in addition to those disconnection and reconnection fees that may be assessed by Customer's TDU. Disconnection of electric service by Gexa Energy will not excuse Customer from paying any outstanding amounts owed to Gexa Energy. If Customer's account has been disconnected, Gexa Energy may require Customer to re-enroll for service and/or to pay a new deposit for electric service, subject to the PUCT Customer Protection Rules and conditions herein. Gexa Energy may also disconnect Customer's electric service on any other grounds permitted by PUCT Subst. R. 25.483. Gexa Energy may arrange for service to be disconnected without prior notice to Customer if one or more of the following conditions or events occur: there exists a known dangerous condition; service has been connected without authority by a person who has not made application for service; service has been reconnected without authority after disconnection for nonpayment; there has been tampering with the equipment of the transmission and distribution utility, municipally owned utility, or electric cooperative; or where there is evidence of theft of service.

14. TITLE, RISK OF LOSS AND INDEMNIFICATION. Title and risk of loss to the electricity sold hereunder shall pass from Gexa Energy when it is delivered to the Seller Delivery Point. Customer shall indemnify and defend Gexa Energy and its affiliates from all claims for any loss, damage, or injury to persons or property arising from or relating to the distribution or consumption of electricity at the Customer Delivery Point of or downstream of the Customer Delivery Point.

15. FORCE MAJEURE. Gexa Energy shall be excused from performance of its obligations under this Agreement, in whole or in part, to the extent caused by and during an event of Force Majeure (as defined herein); provided that the Gexa Energy shall provide notice of such event to Customer and shall use commercially reasonable efforts to avoid the affects of such event and resume performance as soon as is commercially practicable. As used herein, "Force Majeure" means any act, condition, event or occurrence that is beyond Gexa Energy's reasonable control, including, without limitation, an act of God or public enemy, storm, earthquake, or other natural forces, war, riot, public disturbance, labor action, or the acts or omissions of anyone not a Party to this Agreement including the TDU.

16. CHANGE IN LAW. In the event that there is a Change in Law and such Change in Law results in Gexa Energy incurring additional costs and expenses in providing the services contemplated herein, such additional costs and expenses shall be the Customer's responsibility and will be assessed to Customer in Gexa Energy's Monthly Charges as an additional Pass-Through Charge.

17. NONDISCRIMINATION. Gexa Energy does not deny service, require a prepayment or deposit for service or otherwise discriminate based on a customer's race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, location in an economically distressed geographic area, or qualification for low income or energy efficiency services.

18. WAIVER OF CUSTOMER RIGHTS AND PROTECTIONS. If Customer is not a Small Commercial Customer, Customer waives its rights under the Substantive PUCT Customer Protection Rules for Retail Electric Service with the exception of the provisions in Substantive PUCT Rules 25.495, 25.481, and 25.485(a)-(b).

19. CRITICAL CARE. If Customer believes its electric service is crucial for the protection and maintenance of public safety, or if Customer believes an interruption or suspension of electric service will create a dangerous or life-threatening condition on Customer's premise(s), Customer may be eligible to be designated as a "critical load public safety customer" or "critical care industrial customer," pursuant to PUCT Substantive Rule 25.497. Customer shall give written notice to Gexa Energy immediately if Customer believes it is eligible for such designation and Gexa Energy will then provide such notice to the TDU. In order to receive such designation, Customer must have a determination of eligibility pending or approved by the TDU. Gexa Energy and Customer will cooperate with the TDU to determine Customer's ultimate eligibility. Designation as a critical load public safety customer or critical care industrial customer does not relieve Customer of the obligation to pay Gexa Energy for services rendered.

20. REPRESENTATIONS AND WARRANTIES. Each Party warrants and represents to the other Party that: (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (ii) it is authorized and qualified to do business in the jurisdictions necessary to perform this Agreement; (iii) the execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary corporate or other actions and do not violate any agreement to which it is a party or any laws or regulations applicable to it; and (iv) the Agreement, when delivered, will be valid and legally binding upon it and enforceable in accordance with its respective terms (subject to equitable defenses). Customer further warrants and represents to Gexa Energy that it has full power and authority over the provision of electricity to the facilities to which the ESI ID(s) pertain.

21. DISCLAIMER OF WARRANTY. GEXA ENERGY EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING THE QUALITY OF ELECTRICITY DELIVERED TO CUSTOMER PURSUANT TO THIS AGREEMENT, WHETHER WRITTEN, ORALLY EXPRESSED, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

22. LIMITATION OF LIABILITY. UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES AND DAMAGES AT LAW OR IN EQUITY ARE WAIVED AND NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISIONS OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE, PROVIDED NO SUCH LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM WILLFUL MISCONDUCT OF ANY PARTY.

23. FORWARD CONTRACT. The Parties agree that this Agreement is a "forward contract" and that Gexa Energy is a "forward contract merchant" for purposes of the United States Bankruptcy Code, as amended, any payment related hereto will constitute a "settlement payment" as defined in Section 101 (51A) thereof. The text of these referenced Bankruptcy Code provisions may be found at http://uscode.house.gov/download/title_11.shtml.

24. ATTORNEY'S FEES. If Customer fails to timely pay amounts due under this Agreement and Gexa Energy refers Customer's outstanding balance to an attorney or collection agent for collection, or if Gexa Energy files a lawsuit in connection with this Agreement, or collects Customer's outstanding balance through bankruptcy or judicial proceedings, Customer agrees to pay Gexa Energy its reasonable fees and expenses (including reasonable attorney's fees) incurred by Gexa Energy in connection therewith.

25. AMENDMENT. Except as otherwise provided in the TOS, this Agreement may not be amended except by a written amendment signed by both Customer and Gexa Energy.

26. SEVERABILITY. If any provision of this Agreement is held to be void or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect to the extent that the intended essential purposes of this Agreement are not materially altered.

27. HEADINGS. Headings are for the convenience of the parties and shall be ignored for purposes of interpreting this Agreement.

28. ASSIGNMENT. Gexa Energy may assign its rights and obligations under this Agreement to a third party. Customer may not assign its rights and obligations under this Agreement to a third party without the prior written consent of

Gexa Energy, which consent shall not be unreasonably withheld. Gexa Energy may deny such assignment based on the creditworthiness of the assignee, as determined by Gexa Energy in its reasonable discretion.

29. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be one and the same instrument.

30. WAIVER. No waiver by any Party hereto of any one or more defaults, by the other Party in the performance of any of the provisions of this Agreement shall be construed as a waiver of any other default or defaults whether of a like kind or different nature.

31. GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed, enforced and performed in accordance with the laws of the state of Texas, including any rules promulgated by or orders issued by the PUCT and/or ERCOT, and exclusive venue for any suit, claim, action or other proceedings, whether at law or in equity, relating to this Agreement, shall be in the state or federal courts of competent jurisdiction sitting in Harris County, Texas. The provisions of Article 2 of the Texas Business and Commerce Code shall apply to this Agreement and electricity shall be a "good" for such purposes. The text of Article 2 of the Texas Business and Commerce Code may be found at <http://www.sos.state.tx.us/index.html>.

32. CONFIDENTIALITY. The Parties agree to keep all terms and provisions of this Agreement confidential and not disclose such terms to any third parties without the prior written consent of the other Party; provided, however, each Party shall have the right to make such disclosures as are reasonably necessary to governmental agencies and to its own agents, attorneys, auditors, accountants and shareholders or members. If disclosure is sought through process of a court, or a state or federal regulatory agency, the Party from whom the disclosure is sought shall provide reasonable notice thereof to the other Party.

33. LIMITED AUTHORIZATION AND WAIVER. An action authorized to be taken by Gexa Energy for or on behalf of Customer under this Agreement is limited to such action and does not result in imposition on Gexa Energy, and Customer hereby waives, any other duties of any kind or nature, including fiduciary duties which may otherwise arise by operation of law.

34. NOTICES. Any notice or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered to the receiving Party by prepaid registered mail, courier service or facsimile. Gexa Energy's mailing address and facsimile number to be used for any notices that shall be given to or served on Gexa Energy by Customer are set forth at the top of this TOS. Customer's mailing address and facsimile number to be used for any notices that shall be given to or served on Customer by Gexa Energy are set forth on the BEA. Notice delivered by prepaid registered mail shall be deemed to have been received at the end of the third business day after the date of mailing, or such earlier time as is confirmed by the receiving Party, except that when there is a strike affecting delivery of mail, all notices shall be delivered by courier or by facsimile. Notice delivered by courier shall be deemed to have been received on the business day after it was sent or such earlier time as is confirmed by the receiving Party. Notice sent by facsimile shall be deemed to have been received at the close of the business day on which it was transmitted (or, if transmitted after the close of business, then on the next business day) or such earlier time as is confirmed by the receiving Party.

35. PUCT RULES. Certain "Substantive Rules" of the PUCT referenced in this Agreement may be found at <http://www.puc.state.tx.us/agency/rulesnlaws/subrules/electric/Electric.aspx>.

36. SUMMARY OF GEXA ENERGY NON-RECURRING CHARGES: Gexa Energy non-recurring charges set forth above are summarized below. These do not include any non-recurring charges which may be imposed by the TDU (which will be shown in Customer's bills for payment by Customer), including those arising from a move-in or switch, such as self-selected meter reads, service connection, disconnection, or reconnection fees, and fees such as meter tampering charges. These also do not include charges for early termination or insufficient notice of termination. Customer should review the relevant provisions of this TOS for specific terms and conditions concerning these charges.

Additional Copy of Billing Records: \$5.00 per bill period requested ("Billing and Fees" section)
Late Fee: 5% of past-due balance ("Billing and Fees" section)
Insufficient Funds: \$25 per transaction ("Billing and Fees" section)

Disconnection Fee: \$15 (“Termination of Agreement, and Disconnection of Customer’s Service by Gexa Energy” section)

Reconnection Fee: \$15 (“Termination of Agreement, and Disconnection of Customer’s Service by Gexa Energy” section)

37. SPECIAL PROVISIONS FOR VARIABLE PRICE PRODUCT ONLY: If the BEA is for a Variable Price Product, the following shall apply:

- (a) The “Term” Section is replaced with the following: This Agreement shall become effective when the BEA is signed by both Parties (the “Effective Date”) with electric service commencing for each ESI ID on the Service Commencement Date and continuing thereafter on a month-to-month basis until either Party terminates this Agreement and the TDU successfully switches Customer’s ESI ID(s) to another REP or Gexa Energy and Customer enter into a new or renewal Agreement.
- (b) The “Price” Section is replaced with the following: The unit price for electric service provided to Customer by Gexa Energy (the “Price”) is set forth in the BEA and includes costs and charges for electric energy supply, electric energy losses, congestion charges, scheduling services, any imbalance charges (subject to Customer’s notification obligation as provided in the “Customer Information” Section of this TOS), and ancillary services. The unit price on the EFL provided to a Small Commercial Customer is calculated in accordance with PUCT Substantive Rule 25.475 and includes Gexa Energy’s price for the supply of electricity, all recurring TDU Delivery Charges, the ERCOT administrative fee, the Texas Regional Entity (TRE) administrative fee, the PUCT Assessment fee, and any other recurring third-party fees. If the BEA specifies that it is for commercial meters, Gexa Energy reserves the right to charge a Price and Monthly Base Charge applicable to its residential variable price product for any ESI ID covered by such BEA for which the ERCOT meter designation is residential. If the BEA specifies that it is for residential meters, Gexa Energy reserves the right to charge a Price and Monthly Base Charge applicable to its commercial variable price product for any ESI ID covered by such BEA for which the ERCOT meter designation is commercial.
- (c) Notwithstanding any contrary provision, there is no Early Termination Fee, Insufficient Notice Fee, Holdover Period or Holdover Price applicable to a variable price product.

38. SPECIAL PROVISIONS FOR SERVICE TO MULT-FAMILY CUSTOMERS ONLY: If the BEA is for a Multi-Family customer, the following shall apply:

- (a) The following definitions are added to the “Definition” Section:
 - (i) “Common Area” means all areas at each multi-family property subject to this Agreement that are used or useable by all owners or tenants at such property. Common Area ESI IDs listed in this Agreement are those which pertain to a Common Area.
 - (ii) “Continuous Service” means that, upon termination of electricity service (for any reason) in the name of an individual tenant of an apartment unit at a multi-family property subject to this Agreement, electricity will automatically continue to be supplied for that apartment unit in Customer’s name; provided, that Customer may subsequently cause electricity service for such apartment unit to be disconnected or reconnected in Customer’s name in accordance with Section 2.
 - (iii) “Non-Continuous Service” means that, upon termination of electricity service (for any reason) in the name of an individual tenant of an apartment unit at a multi-family property subject to this Agreement, electricity service will automatically be discontinued for that apartment unit; provided, that Customer may subsequently cause electricity service for such apartment unit to be connected in Customer’s name, disconnected or reconnected in Customer’s name in accordance with Section 2.
 - (iv) “Vacant Unit” means an apartment unit at which electricity is not being supplied pursuant to an electricity supply agreement between a tenant of such unit and a retail electricity provider. There are two types of Vacant Unit electricity service: Continuous Service and Non-Continuous Service.

Vacant Unit ESI IDs listed in this Agreement are those which pertain to a Vacant Unit. If this Agreement provides for Continuous Service or Non-Continuous Service, ESI ID's for all apartment units at each multi-family property subject to this Agreement shall be listed in the BEA.

- (b) The following is added at the end of the "Services" Section: As indicated in the BEA, this Agreement may provide for Common Area service and Continuous Service, Common Area service and Non-Continuous Service, Common Area service only, Continuous Service only, or Non-Continuous Service only. If this Agreement provides for Continuous Service or Non-Continuous Service, Customer may cause electric service to be disconnected or connected or reconnected for any Vacant Unit ESI ID listed in the BEA or Addendum A to the BEA in accordance with the Gexa Energy Property Portal which is accessible with proper login and password at <https://propertyportal.gexaenergy.com/gexa/pages/>; provided that Customer shall pay Gexa Energy for all electricity delivered to any Vacant Unit during the Initial Term and Holdover Period; and provided, further, that Customer may not cause electric service to be connected or reconnected to any Vacant Unit, or otherwise add a Vacant Unit to this Agreement, as long as any amount payable by Customer to Gexa Energy hereunder is past due or there otherwise exist any of the conditions or occurrences listed in the "Termination of Agreement, and Disconnection of Customer's Service By Gexa Energy" Section for which Gexa Energy reserves the right to terminate this Agreement and disconnect Customer's service.
- (c) The following is added at the end of the "Customer Information" Section: Customer shall indemnify and defend Gexa Energy from all claims for any loss, damage, or injury to persons or property, including without limitation all consequential, incidentals, exemplary, or punitive damages, arising from or relating to the listing of any ESI ID(s) on the BEA and Addendum A (whether or not supplied or provided by Customer or Gexa Energy) which does not belong to Customer at the multi-family property subject to this Agreement.
- (d) The following is added at the end of the "Enrollment" Section: Customer warrants and represents to Gexa Energy that Customer has carefully reviewed the ESI ID's listed on the BEA and Addendum A to the BEA and all of such ESI IDs belong to Customer and do not belong to any person or entity other than Customer and Customer agrees to indemnify and hold Gexa Energy harmless from and against any loss, damage or liability arising from any inaccuracy in the ESI IDs listed in the BEA and Addendum A to the BEA.
- (e) The "Term" Section is replaced with the following: This Agreement shall become effective on the Effective Date with electric service commencing for each ESI ID on the Service Commencement Date and continuing thereafter for the Initial Term. If, upon expiration of the Initial Term, Customer's ESI ID(s) are not successfully switched by the TDU to another REP or Gexa Energy and Customer do not enter into a new or renewal Agreement, this Agreement shall continue on a month-to-month basis until either Party terminates this Agreement and the TDU successfully switches Customer's ESI ID(s) to another REP, or Gexa Energy and Customer enter into a new or renewal Agreement (the "Holdover Period"); provided that if the Price for Vacant Unit electricity service is a month-to-month rate, as provided below, either Party may terminate Vacant Unit electricity service under this Agreement upon thirty (30) days prior written notice without termination charges, provided that no such termination of Vacant Unit electricity service shall cause a termination of this Agreement with respect to Common Area electricity service.

If Customer is a Small Commercial Customer: (a) a contract expiration notice will be sent to Customer prior to the end of the Initial Term at least fourteen (14) days prior to the contract expiration in accordance with PUCT Substantive Rule 25.475, and (b) if Customer fails to take action to ensure the continued receipt of electric service upon the expiration of the Initial Term, Customer will continue to be served by Gexa Energy automatically on a month-to-month basis pursuant to a default renewal product (as described below and in an EFL that will be provided to Customer with the contract expiration notice).

- (f) The "Price" Section is replaced with the following: The respective unit price for Common Area and Vacant Unit electricity service provided to Customer by Gexa Energy during the Initial Term (the "Price") is set forth in the BEA and includes costs and charges for electric energy supply, electric energy losses, congestion charges, scheduling services, any imbalance charges (subject to Customer's notification obligation as provided in the "Customer Information" Section of this TOS), and ancillary services; provided, that if the Price for Vacant Unit service is marked "none", "N/A", left blank or otherwise not set forth above, the Price for Vacant Unit services shall be a month-to-month rate determined by Gexa Energy and which may be adjusted by Gexa Energy on a monthly basis without further notice to Customer. The unit price for electric service

provided to Customer by Gexa Energy during the Holdover Period is the Holdover Price and includes costs and charges for electric energy supply, electric energy losses, congestion charges, scheduling services, any imbalance charges (subject to Customer's notification obligation as provided in the "Customer Information" Section of this TOS), and ancillary services. The unit price on the EFL provided to a Small Commercial Customer is calculated in accordance with PUCT Substantive Rule 25.475 and includes Gexa Energy's price for the supply of electricity, all recurring TDU Delivery Charges, the ERCOT administrative fee, the Texas Regional Entity (TRE) administrative fee, the PUCT Assessment fee, and any other recurring third-party fees.

- (g) In the event that any master metered account or any other account meter is sub-metered at any time during the Initial Term or Holdover Period, Customer shall keep Gexa Energy whole for any usage amounts lost to Gexa Energy as a result of such sub-metering.

39. ENTIRE AGREEMENT. This Agreement embodies the entire Agreement and understanding between the Parties, and supersedes all prior agreements and understandings between the Parties, whether written or oral, with respect to the subject matter hereof.

Attachment A-1

**First Amendment to
Retail Electric Provider's
Supply Agreement**

**First Amendment to
Retail Electric Provider's Supply Agreement**

This First Amendment (the "Amendment") is to the retail electric provider's supply agreement ("Agreement"), entitled "Business Electricity Authorization (including the accompanying "Terms of Service," by and between Gexa Energy, LP ("Seller") and Grand Parkway Toll Road Authority ("Buyer"), and is entered into effective as of the effective date of the Agreement.

In consideration of the mutual promises and agreements contained in this Amendment, the parties hereby agree as follows:

Notwithstanding anything to the contrary in the Agreement, Seller agrees with Buyer that the following numbered provisions shall supersede and control any provisions in the Agreement inconsistent with the terms of this Amendment:

1. Pricing. Unless otherwise agreed to by the Parties, pricing shall not include any monthly base, standing, meter, or customer charge, and shall instead be comprised solely of (1) a separately stated amount for the commodity component (in cents per kilo-Watt hour), (2) separately specified "pass-through" items, such as transmission or distribution service provider charges or credits, (3) separately stated Texas PUC assessment and Texas gross receipts tax (but not sales taxes), if applicable, (4) the cost for the fee earned by the coordination consultant under contract with the H-GAC Energy Purchasing Corporation in accordance the contracted rate schedule with said consultant, which shall either be included in the commodity component or separately stated, and (5) the separately stated H-GAC Energy Purchasing Corporation Aggregation Fee of \$0.00045 per kilo-Watt hour (which is separate and apart from the fee earned by the coordination consultant included in the commodity component). All charges in the nature of pass-through items shall be made with no mark up by Seller to Buyer. As a political subdivision of the State of Texas, Buyer claims it is exempt from sales taxes. In such case, Seller requires a certificate of exemption from Buyer and shall provide such certificate form to the Buyer and Buyer shall complete and return such form to the Seller contemporaneously with the execution of a Business Electricity Authorization. Seller agrees it will not by notice or otherwise change the Terms of Service, including but not limited to pricing, during the primary term of the Agreement.
2. Interest rate on late or delayed payments. Each party shall pay the other party interest on any late or delayed payments at a rate of one percent above the "Prime Rate" as published, on the first day of July of the preceding fiscal year of Buyer that does not fall on a Saturday or Sunday, in The Wall Street Journal under "Money Rates," from time to time, or an appropriate substitute should such rate cease to be published, or the highest rate allowed by law, whichever is the lesser. Other than interest as provided herein, there shall be no late fees, late payment penalties, or any other charges or penalties for late or delayed payments. Any early payment discount in the Agreement, however, shall not be negated by the foregoing sentence.
3. Payment due date. All amounts invoiced by Seller to Buyer for electricity services shall be due and payable by Buyer to Seller within thirty (30) days from the date Buyer receives the invoice. .
4. No Disconnection of Service. Seller agrees, and represents and warrants, that it will never instruct the transmission or distribution service provider or ERCOT to disconnect physical service to Buyer to the extent that Buyer is a health care facility or otherwise operates critical infrastructure. Buyer must disclose to Seller that it is a health care facility or otherwise operates critical infrastructure prior to execution of an agreement for this Section to be effective. If such disclosure is not made to Seller prior to the execution of an agreement and Buyer does not make payment according to the terms of the agreement, Seller will provide ten (10) days prior written notice before facilities are disconnected.
5. Requirements service. To the extent that Buyer operates health care or other facilities for which it maintains emergency generators, use of such generators in an outage or force majeure situation or for required testing purposes for limited periods is allowed.

6. Audit rights and Bill Adjustments. The period in which either party may challenge any billed amount shall not be less than twenty-four (24) months from the date of the invoice, provided, however, that to the extent Buyer is a health care facility or otherwise subject to information disclosure requirements under the laws regarding Medicare, said period of time shall be not less than forty-eight (48) months. The period of time in which adjusted or corrected invoices may be issued by Seller shall not exceed twenty-four (24) months. Each party shall have the right to request and examine the records of the other party in connection with the verification of the accuracy of invoices, charges, notices, or other matters related to the Agreement.

7. Event of default: Period in which to cure a failure to pay. The period of time in which to cure a failure to pay shall be the longer of the period specified in the Agreement or ten (10) business days from the receipt of written notice (sent via U.S. Postal service certified mail) of a failure to make timely payment of an amount due by one party to the other.

8. Event of default: Period in which to cure a non-payment material breach. The period of time in which to cure a material breach other than failure to pay shall be the longer of the period specified in the Agreement or ten (10) business days from the receipt of written notice (sent via U.S. Postal service certified mail) of a material breach other than failure to pay.

9. Force majeure. An event of force majeure shall not include: a failure of the Seller to procure a sufficient supply of energy or to schedule the energy; financial distress; inability to make a profit or avoid financial loss; financial inability to perform; loss of markets or suppliers for reason of non-performance; changes in market prices of fuel or energy, or the economic effect of any change in law;. The party claiming force majeure shall provide written notice of same and the particulars thereof as soon as practicable after the force majeure event occurs, and shall exercise due diligence in seeking to remove, terminate, or mitigate the event or its effects.

10. Assignment. Neither party shall assign the Agreement or its rights hereunder without the prior written consent of the other party, which consent may be withheld in the exercise of its sole discretion; provided, however, either party may, without the consent of the other party (and without relieving itself from liability hereunder), (i) transfer, sell, pledge, encumber or assign the accounts, revenues or proceeds under the Agreement in connection with any financing or other financial arrangements, (ii) transfer or assign the Agreement to an affiliate of such party which affiliate's creditworthiness and financial capability are equal to or higher than that of such party as of the effective date of the Agreement, or (iii) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets whose creditworthiness and financial capability are equal to or higher than that of such party as of the effective date of the Agreement; provided, however, that in each such case, any such assignee shall agree in writing to be bound by the terms and conditions hereof and so long as the transferring party delivers such tax, enforceability, and performance assurance as the non-transferring party may reasonably request.

11. Confidentiality. It is recognized by the parties that Buyer is subject to the Public Information Act, and that the Agreement as amended is subject thereto, including any applicable disclosure exemptions therein.

12. Non-appropriation. Buyer intends to make all required contract payments for the full term of this Agreement, however, Buyer and Seller agree that if Buyer's governing body is not able to appropriate sufficient funds and has no other legally available funds to continue the purchase of electricity covered by the Agreement, Buyer may terminate without penalty this Agreement at the end of Buyer's fiscal year affected thereby, by giving written notice to Seller to that effect, and as of Buyer's termination date, Seller shall have no further duty to supply electricity to Buyer. Buyer agrees to notify Seller in writing of such non-appropriation at the earliest practicable time subsequent to the failure to appropriate.

13. Disputed amounts. If Buyer in good faith disputes the amount of any invoice or any part thereof within 21 days after the date Buyer receives the invoice, it shall be entitled to pay only the undisputed amount and provide written notice of the reasons for the dispute. Resolution of disputed amounts and the resulting payment of any amounts determined to be owed shall be in accordance with the Agreement but as amended by this Amendment regarding interest payment and interest rate.

14. Secondary Term. If at the expiration of the Agreement the Buyer has not executed a new electric supply agreement with Seller or with another retail electric provider, the term of the Agreement shall be extended for

service continuing beyond the expiration date, subject to termination upon thirty (30) days prior written notice by either Party, and subject to adjusted pricing in which the amount for the commodity component shall be the one hundred thirty percent (130%) of the "market clearing price of energy" for the applicable "settlement interval" and applicable "congestion zone" in which the Buyer's electricity is consumed, as those phrases in quotation are defined by ERCOT.

15. Performance assurance. Buyer must receive credit approval of Seller prior to the execution of a definitive agreement [as defined in Seller's Business Electricity Authorization].

16. Change in law. Any change in law, including but not limited to changes in any applicable statute, regulations, or ERCOT protocols or guides, or any interpretation of any of the foregoing, shall not result in an automatic change to the price amount for the commodity component or any immediate right to terminate the Agreement. At Seller's option, it may request a good faith negotiation with the Buyer to demonstrate the existence of a change in law, to demonstrate the effect of the change in law on the elements included by the Seller in the price amount for the commodity component, and to request that the price amount for the commodity component be adjusted to reflect an increase. Buyer shall not be obligated to agree to any such increase, but shall in good faith consider the request along with any additional proposals by Seller, such as extension of the term of the Agreement at a lower pricing amount for the commodity component, or other consideration offered by Seller as an inducement to Buyer to agree to such an increase. If the parties agree to a change in law adjustment to the price amount for the commodity component or to some other change to the Agreement in lieu thereof, the adjustment or other change shall be embodied in an appropriate amendment to the Agreement. If, within thirty (30) days of Seller's request for agreement to a change in law adjustment to the price amount for the commodity component the parties do not agree to such an adjustment or to some other change to the Agreement in lieu thereof, either party may on thirty (30) days written notice terminate the Agreement without penalty.

All other terms and conditions of the Agreement not expressly modified in this Amendment shall remain in full force and effect.

This Amendment is binding on and inures to the benefit of the parties and their respective successors and permitted assigns, shall be governed by the laws of the State of Texas without reference to its conflicts of law provisions, and may be executed in duplicate originals (each of which shall constitute and be an original).

The persons executing this Amendment represent and warrant that they are duly authorized to execute this amendment on behalf of the party they represent and thereby bind that party to this Amendment.

GEXA ENERGY LP
Seller

Grand Parkway Toll Road Authority
Buyer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____, 2007

Date: _____

Attachment B

List of Members Or Categories of Members

The form of Supply Agreement included with this Participation Confirmation (indicated as Attachment A thereto), will be offered by Supplier to any the political subdivisions of the State of Texas that are or will become a Member of the Corporation (by resolution prior to or in conjunction with H-GAC RFP Nos. DE01-05 & DE03-06 "REP Suppliers for Electricity Aggregation"), including, but not limited to, municipalities, counties, school districts, college districts, hospital districts, municipal utility districts, and other special districts.

TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Name of purchaser, firm or agency Fort Bend Grand Parkway Toll Road Authority	
Address (Street & number, P.O. Box or Route number) P.O. Box 2789	Phone (Area code and number) 281-242-9740
City, State, ZIP code Sugar Land, Texas 77489	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____ City, State, ZIP code: _____

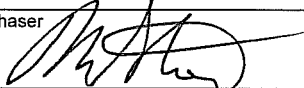
Description of items to be purchased or on the attached order or invoice:

Purchaser claims this exemption for the following reason:

FBGPTRA is a governmental entity

I understand that I will be liable for payment of sales or use taxes which may become due for failure to comply with the provisions of the Tax Code: Limited Sales, Excise, and Use Tax Act; Municipal Sales and Use Tax Act; Sales and Use Taxes for Special Purpose Taxing Authorities; County Sales and Use Tax Act; County Health Services Sales and Use Tax; The Texas Health and Safety Code; Special Provisions Relating to Hospital Districts, Emergency Services Districts, and Emergency Services Districts in counties with a population of 125,000 or less.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate and, depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here ▶	Purchaser	Title	Date
		Operations Manager	8/29/2012

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do **not** send the completed certificate to the Comptroller of Public Accounts.

TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Name of purchaser, firm or agency Fort Bend Grand Parkway Toll Road Authority	
Address (Street & number, P.O. Box or Route number) P.O. Box 2789	Phone (Area code and number) 281-242-9740
City, State, ZIP code Sugar Land, Texas 77489	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____ City, State, ZIP code: _____

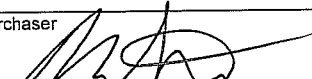
Description of items to be purchased or on the attached order or invoice:

Purchaser claims this exemption for the following reason:

FBGPTRA is a governmental entity

I understand that I will be liable for payment of sales or use taxes which may become due for failure to comply with the provisions of the Tax Code: Limited Sales, Excise, and Use Tax Act; Municipal Sales and Use Tax Act; Sales and Use Taxes for Special Purpose Taxing Authorities; County Sales and Use Tax Act; County Health Services Sales and Use Tax; The Texas Health and Safety Code; Special Provisions Relating to Hospital Districts, Emergency Services Districts, and Emergency Services Districts in counties with a population of 125,000 or less.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate and, depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

Purchaser  sign here	Title Operations Manager	Date 8/29/2012
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NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do **not** send the completed certificate to the Comptroller of Public Accounts.