



Collections Department: (866) 935-5987
Fax: (866) 595-4882

To: **Anna Gonzalez**

Fax #:

From:
STARTEX POWER

Date: 9/17/2012

Re: **NEW/UPDATED
VENDOR
AGREEMENT**

Pages: 6
(INCLUDING COVER
PAGE)

☒ Urgent ☐ For Review ☐ Please Comment ☒ Please Reply ☐ Please Recycle

Due to recent changes to our payment mailing address (see page 4), we are sending out new/updated Vendor Agreement, W-9 and contact information.
Please review changes, sign and fax back to STARTEX POWER as soon as possible.

Thank you,

STARTEX POWER

The information contained in this fax, including any pricing, is for informational purposes only, is indicative, and is not a binding offer to provide electricity, natural gas and/or related services. A binding and enforceable agreement shall only exist if authorized representatives of both parties sign and deliver a written contract on mutually acceptable terms, and nothing herein shall be deemed to require that the parties enter into any such agreement. The information contained in this communication may be confidential, is intended only for the use of the recipient named above, and may be legally privileged. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication, or any of its contents, is strictly prohibited. If you have received this communication in error, please re-send this communication to the sender and delete the original message and any copy of it from your computer system. Thank you.

**VENDOR AGREEMENT
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM**

The purpose of the Comprehensive Energy Assistance Program (CEAP) funded by the Low-Income Home Energy Assistance Program (LIHEAP) grant is to maintain an energy supply to residences of eligible low-income customers.

For purposes of this agreement, a Retail Energy Provider is defined as a natural gas, propane, or wood vendor who sells the energy product to residential customers of energy for the purpose of heating or cooling the residents.

The Retail Energy Provider (Vendor) agrees to honor the purpose of the CEAP and to accept pledges of payment from CEAP Agencies only for certified customers to whom the Vendor continues to provide energy services. The Energy Assistance Provider (Agency) agrees to make payments only for eligible low-income customers.

This vendor agreement is by and between:

Energy Assistance Provider (Agency) _____ and

STARTEX POWER

Retail Energy Provider (Vendor)

Vendor and Agency agree to assist customers in the following counties:

This agreement shall be effective from the _____ day of _____ 2012 for a period not to exceed two years from the effective date. Either party may terminate this agreement by written notice. Such written notice of termination shall not affect any obligation by either party incurred prior to the receipt of such notice. Notice shall be sent via certified mail with return receipt requested.

STARTEX POWER

(Vendor Name)

1221 LAMAR ST, SUITE #650
HOUSTON TX 77010

(Vendor Mailing Address)

(Name of Agency)

(Agency Mailing Address)

The Agency named above represents and warrants to the Vendor that it is a Sub recipient of the Texas Department of Housing and Community Affairs ("TDHCA") and as such is authorized and has received funding from the TDHCA to provide energy assistance services for eligible low-income customers.

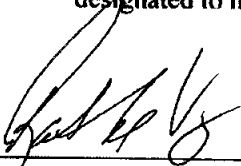
The Vendor named above is a Retail Electric Provider who represents and warrants that it is authorized to receive payments from the Agency on behalf of a customer that the Agency has determined to be eligible under CEAP guidelines and such is a "Certified Customer".

Vendor will, with reference to a Certified Customer:

- Extend the CEAP applicant's energy service for up to five (5) business days while the Agency determines whether the CEAP applicant is eligible pursuant to the CEAP guidelines;
- Upon accepting pledge from Agency for Certified Customer, continue or restore energy service to Certified Customer without increase in energy charges, service charges, or other charges affecting the total cost of the bill;
- Invoice the Certified Customer in accordance with Vendor's normal billing practices.
- Upon verbal or written request from Agency, provide at no cost to the Agency the Certified Customer's billing and usage history for the previous twelve (12) months, or available history plus monthly estimates if less than 12 months of billing history and usage is available. Vendor will transmit such billing history via electronic mail or facsimile no later than the end of the next business day following request. Wood and propane vendors may provide alternative consumption histories, if known.
- Work with Agency and Certified Customers to explore the feasibility of offering flexible payment arrangements that may include, without limitations, waiving security deposits, reconnect fees, application fees, and all other fees whenever possible.
- Not discriminate against Certified Customer in price of services, including the availability of deferred payment plans, level or average payment plans, discount, budget, advance payment or other credit plans;
- Not refuse to provide energy service or otherwise discriminate in the marketing and provision of energy service to any Certified Customer because of race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, disability, financial status, location of customer in an economical distressed geographic area, or qualification for low- income or energy- efficiency services;
- Allow Agency forty-five (45) days from the date of the pledge to forward payment to the vendor. Vendor agrees not to consider the portion of the Certified Customer's account to be paid by the Agency delinquent if said payment is received within the above mentioned forty-five (45) day period and Vendor is provided with a signed pledge from the Agency within 5 days of identifying a Certified Customer and making the pledge;
- Not interrupt service if Certified Customer enters into an agreement with the Vendor concerning how the Certified Customer will pay the balance owed Vendor and the Certified Customer is meeting the obligations under such agreement.

The Agency will:

- Not provide pledges on behalf of a certified Customer to Vendor without having adequate funds to pay such pledge;
- Pay pledges within forty-five (45) days of making pledge to Vendor;
- Determine if a customer is a Certified Customer within five (5) business days of contacting Vendor.
- Provide Vendor a list of names, telephone numbers and e-mail addresses of Agency staff designated to make pledges on behalf of the Agency and Certified Clients.



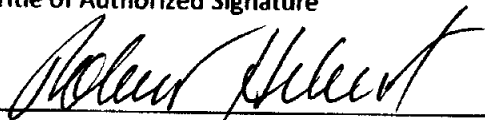
Authorized Vendor Signature

ROBERT VERHAGE

Typed Name of Authorized Signature

SUPERVISOR

Title of Authorized Signature



Authorized Agency Signature

Robert E. Hebert

Typed Name of Authorized Signature

Fort Bend County Judge

Title of Authorized Signature

9/17/2012

Date Agreement Signed

713-354-2689

Telephone Number

10-2-2012

Date Agreement Signed

Telephone Number

Fax Number

Vendor Contact Information

1st Contact Person: Simon Solorzano Phone: 1-866-935-5987

2nd Contact Person: Jaime Rosales Phone: 1-866-935-5987

Pledge Fax Number: 1-866-595-4882

Consumption/ Usage Request Fax Number: 1-866-595-4882

Email: N/A

Mail Payments To: P.O. BOX 650827

DALLAS TX 75265

Federal Tax I.D. # (W-9 Form): 20-1275877

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See specific instructions on page 2.

Name (as shown on your income tax return) Star Electricity, Inc.	
Business name/disregarded entity name, if different from above DBA, StarTex Power	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) 1221 Lamar Street, Suite 850	Requester's name and address (optional)
City, state, and ZIP code Houston, TX 77010	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-				-	

Employer identification number								
2	0	-	1	2	7	5	8	7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ *[Signature]* Date ▶ *7/17/12*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.