

RE: 2013 Vendor Agreement

Enclosed you will find a 2013 Vendor Agreement for the Bill Payment Assistance Program with Green Mountain Energy Company ("GMEC"). If your agency would like to participate in bill assistance program with GMEC, please return the completed and signed agreement to the following contact below at GMEC for this program by mail or fax to:

Green Mountain Energy Company
Attn: John Bui
P.O. Box 689008
Austin, TX 78768
(512) 691-6151 Fax

If you have any questions regarding pledge payments, GMEC customer information, or billing data in relation to this program, please contact:

Green Mountain Energy Company
(866) 785-4668 [option 4] (phone)
(254) 518-1206 (fax)
ceap@greenmountain.com (email address)

Pledges with Green Mountain Energy Company's customer's accounts should be sent to the following accounts payable address:

Green Mountain Energy Company
PO Box 660305
Dallas, TX 75266-0305

This contact information on the Vendor Agreement is not intended for distribution to individual clients or customers and should only be used for communications with your agency and Green Mountain Energy Company.

If you have any questions regarding the above, you may also feel free to contact me at (512) 691-6339.

Sincerely,

John Bui
Senior Regulatory Analyst
Green Mountain Energy Company

**VENDOR AGREEMENT
BILL PAYMENT ASSISTANCE PROGRAM**

Vendor: Green Mountain Energy Company
300 West 6th Street Suite 900
Austin, TX 78701
Phone: 1-866-785-4668
Fax: 254-518-1206
Email: support@greenmountain.com

Agency: Fort Bend County

Agency Contact: _____

Phone: _____

Fax: _____

Email: _____

The Agency named above provides billing assistance service for families and individuals. The Vendor named above is a certified retail electric provider that is authorized to receive payments from Agency. A Beneficiary is a customer of Vendor receiving bill payment assistance from the Agency.

Vendor will, with reference to a Beneficiary:

- Accept pledges of payment by the Agency as payment on behalf of a Beneficiary and allow the Agency 20 days to pay Vendor. Vendor agrees to continue to provide services to the Beneficiary during this period;
- Upon receipt of written authorization in the form attached hereto, signed by the Beneficiary, provide Agency, at no cost, the Beneficiary's previous twelve (12) month billing history by the end of the next business day;
- Transmit billing history via electronic mail or facsimile; and
- Not discriminate against Beneficiary in price or services as a result of their receiving bill payment assistance from Agency, including the availability of deferred payment plans, level or average payment plans, discount, budget, advance payment, or other credit plans. Provided, however, that some of these programs require customers, including Beneficiary, either on their own behalf or as a result of payments by Agency, to be current in their account.

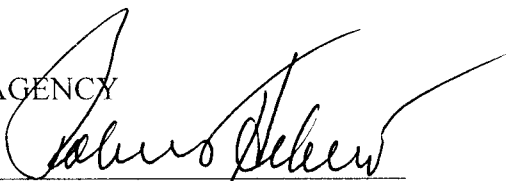
Agency will:

- Make timely payment to Vendor in accordance with its pledges.
- Obtain Beneficiary's written authorization to provide information about Beneficiary's account with Vendor to Agency, and provide Vendor with a copy of such documentation. If Beneficiary's account becomes delinquent either as a result of non-payment or Agency's failure to pay Vendor any pledged amount, Vendor may, notwithstanding anything in this agreement to the contrary and without notice to Agency, terminate service to the Beneficiary in accordance with rules established by the Texas Public Utility Commission and begin collection activity.
- Notify Vendor if a pledge amount has changed or if they no longer intend on making a pledge on a beneficiary's account.
- Will provide a point of contact for the Vendor to verify large pledge amounts and to inquire about missing payments.

Either party to this Vendor Agreement may terminate the Vendor Agreement upon notification to the other party. No advance notice of termination shall be required.

This Vendor Agreement shall be effective from January 1, 2013 through December 31, 2013 unless terminated by either party by letter of notification.

AGENCY



Authorized Signature

Robert E. Hebert

Printed Name of Signatory

County Judge

Title of Authorized Signatory

Telephone Number

Fax Number

2-26-2013

Date Signed

Email Address

VENDOR

Authorized Signature

John Bui

Printed Name of Signatory

Senior Regulatory Analyst

Title of Authorized Signatory

512-691-6339

Telephone Number

512-691-6151

Fax Number

Date Signed

Approved As To Legal Form:

Michelle Rangel

Asst. County Atty.

2/14/13

Date