



Commercial Supply Agreement

VERSION CODE TMC015

Letter of Authorization

The agreement ("Agreement") is for electric generation services between SFE Energy Texas, Inc. ("SFE") and the Business Legal Name ("Applicant") as outlined below.

Business Legal Name (and DBA) _____

Applicant Name _____

Job Title _____

Billing Address _____

City _____

State _____

Zip Code _____

Phone Number _____

Alternate Phone Number _____

Tax ID Number _____

Tax Exempt Form Attached?

Preferred language for correspondence?

English Espanol

Preferred Method of Contact E-mail _____

Mail

Preferred Method for Billing E-mail _____

(If different than the email address noted above)

Mail

Transmission and Distribution Service Provider ("TDSP") _____

Requested Start Date _____

MM/DD/YYYY

or ASAP

Number of Locations _____

Schedule A Attached
(for six or more ESI ID's)

Addendum Attached

Move In

Switch

| Term | Energy Fixed Price (\$/kWh) | Deposit |
|--------------|-----------------------------|----------|
| _____ months | \$ _____ | \$ _____ |

Included ESI ID's

| ESI ID | Critical Care | Service Address | Est. Annual Volume |
|--------|--------------------------|-----------------|--------------------|
| | <input type="checkbox"/> | | |
| | <input type="checkbox"/> | | |
| | <input type="checkbox"/> | | |
| | <input type="checkbox"/> | | |
| | <input type="checkbox"/> | | |

By initialing here, the Applicant acknowledges that it is authorizing SFE to become its new electric provider and permits SFE to act as the Applicants agent to perform the necessary tasks of establishing an electric account with SFE. This authorization extends to the location listed above, including any other locations listed in Schedule A (if applicable). The Applicant confirms that the Agreement constitutes notice that they have chosen SFE as their retail electricity provider ("REP") and understands the product which has been selected. The Applicant understands and acknowledges that regulated transmission and delivery charges are not included in the above pricing and will appear on the Applicant's bill as a separate line item. These charges vary by customer and by the TDSP may change based on regulatory action during the term of the Agreement and are entirely outside of SFE's control. SFE makes no guarantee, representation or warranty regarding these charges.

I have read and understand this Agreement, the Terms of Service that describe the service I will be receiving, the Energy Fact Label and the Applicant's Rights As A Customer. I am at least eighteen years of age and legally authorized to select or change retail electric providers for the service address(s) listed above and in Schedule A (if applicable). If the Applicant is classified as a small commercial customer by the TDSP or has a peak demand of less than fifty (50) kilowatts during any twelve (12) month period and is switching to SFE from another REP, the Applicant can cancel their acceptance of the Agreement, without penalty or fee, before midnight of the third federal business day after the date of the Applicant's enrollment authorization and receipt of the Agreement documents. This right of rescission does not apply to an Applicant requesting move-in. If the Applicant is classified as a large commercial customer by the TDSP or has a peak demand of more than fifty (50) kilowatts during any twelve (12) month period, the Applicant agrees to waive their rescission rights.

Applicant Signature _____

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

Print Name _____

Job Title _____

Signing Date: _____

MONTH / DAY / YEAR

Authorized SFE Signature (Counter Sign) _____

Print Name _____

Title _____

Signing Date: _____

MONTH / DAY / YEAR

SFE Energy Texas, Inc., PO Box 25366, Houston, TX 77265

1-888-351-2169 cs@sfeenergy.com

PUCT Certificate No.10249



Standard Letter of Authorization for the Request of Historical Usage Information (English)

Date: _____ Expiration Date: _____

Select Transmission Distribution Service Provider ("TDSP")
(Required: Select TDSPs that apply to request)

- Oncor Center Point Energy
- AEP TNMP

Please accept this letter as a formal request and authorization for the above referenced TDSP to release energy usage data, including kWh, kVA or KW, and interval data (if applicable) at the following location(s) to SFE Energy Texas, Inc. ("SFE"). This information request shall be limited to no more than the most recent 12-month period of service. If the ESI ID(s) are IDR accounts, please indicate whether summary level and/or interval data is required.

- Summary Billing Data Only Interval Data Only Both Summary and Interval Data

Please forward usage and Load information in electronic (Microsoft Excel) format to: hud@sfeenergy.com

If an attachment is used, please use a separate attachment per TDSP with the ESI IDs that are specific to a TDSP. TDSP will reject if ESI IDs are submitted that are not associated with their territory.

| Requestor Name: | | | |
|--------------------------------------|--|----------------------------|--|
| Customer Name: | | | |
| Electric Service Identifier (ESI ID) | | Service Address (optional) | |
| 1 | | 1 | |
| 2 | | 2 | |
| 3 | | 3 | |
| 4 | | 4 | |
| 5 | | 5 | |
| 6 | | 6 | |
| 7 | | 7 | |
| 8 | | 8 | |
| 9 | | 9 | |
| 10 | | 10 | |

AUTHORIZATION

I affirm that I have the authority to make and sign this request on behalf of my company for all ESI IDs that are associated with this request.

(Signature)

(Company)

By checking this box, (requesting party) SFE Energy affirms that they have authorization from the Customer identified below to obtain Customer’s historical usage information and holds the TDSP harmless for providing the historical data to requested party as identified on this form.

(Name, printed)

(Billing Street Address)

(Title)

(City, State, Zip Code)

(Telephone Number)

Terms of Service

1. Business Agreement Details

This document explains the terms and conditions that apply to a non-residential customer's ("the Applicant") purchase of electricity from SFE Energy Texas, Inc. ("SFE").

The Applicant's Agreement with SFE includes the Letter of Authorization ("LOA"), this Terms of Service ("TOS"), the Electricity Facts Label ("EFL") where applicable and the Applicant's Rights as a Customer ("YRAAC") disclosure document (collectively called the "Agreement"). By accepting electric service from SFE, the Applicant is entering into an Agreement with SFE and will be bound by the provisions of the Agreement including the Terms of Service.

2. Spanish Language (Idioma Español)

The Applicant's Agreement documents are available in Spanish by contacting SFE at 1-888-351-2169. Usted puede obtener los documentos de su contrato comunicándose con nosotros al 1-888-351-2169.

3. Agreement Term

The Applicant's Agreement term is specified on the front page of the Agreement and in the EFL (if applicable). SFE will begin delivery of the Applicant's electricity when the first available meter reading is supplied to SFE after the Electric Reliability Council of Texas ("ERCOT") has confirmed SFE as the Applicant's retail electric provider ("REP") (if the Applicant is switching to SFE) or the first available meter reading following the date the Applicant's new product enrollment is processed by SFE. If a specific start date is requested on the first page of this Agreement, SFE will use reasonable commercial efforts to begin supply on or near the date requested. The Applicant acknowledges that the service under the Agreement depends upon the date on which the transmission and distribution service provider ("TDSP") completes all applicable switching and enrollment processes. The Applicant further acknowledges that the timing for the completion of the switching and enrollment processes is beyond SFE's control, and SFE makes no warranties as to the Applicant's Supply Date. The end date of the Agreement is the meter reading date after the entire Term of the Agreement (as indicated on the first page of the Agreement) from the supply Date, plus any time required to obtain a final meter read.

4. Pricing

The price the Applicant will pay is the price specified on the front page of the Agreement and all amounts shown on the monthly invoice.

Fixed Energy Price cost components include wholesale energy ("kWh"), line losses to meter point, renewable, portfolio standard, basis adjustment, ERCOT admin charges, ancillary services, Reliability Unit Commitment ("RUC"), and SFE's cost to serve the Applicant. Transmission and Distribution Service Provider charges, non-recurring charges, taxes, public utility gross receipts assessments (as applicable), or miscellaneous gross receipts taxes are not included in energy charge.

The Applicant agrees to pay all pass-through fees charged by the TDSP. These pass-through fees include TDSP delivery charges and may include service connection, disconnection or reconnection fees, meter test fees, or special meter read fees, third party charges, changes to the ERCOT or Texas Regional Entity administrative fees charged to loads or changes resulting from federal, state or local laws or regulatory actions that impose new or modified fees or costs on a REP that are beyond the REP's control. The Applicant shall pay lawful taxes and surcharges that may apply to the pass-through fees, whether direct or indirect, relating to the sale, purchase or delivery of Energy.

The price the Applicant will pay may include state or local municipal taxes that SFE will pass through to the Applicant. If Location(s) are exempt from state/local taxes, Applicant shall provide SFE with proof of such status at the time of its execution of the Agreement (please refer to Taxes section). These pass-through fees will appear as separate line items on the Applicant's invoice.

5. Itemization Of Non-Recurring Charges For Service

Late Payment Fee - SFE may charge the Applicant a late payment fee of 5% on the amount for the previous month's past due electric service.

Non-Sufficient Funds Fee - We will charge \$25 for each payment transaction that is returned unpaid or not processed including: 1) returned checks, 2) returned electronic fund transfers, and 3) rejected credit card transactions. This charge will be reflected as Returned Payment Charge on the Applicant's invoice, if applicable.

Disconnect Notice Fee - SFE may charge a disconnect notice fee of \$10 each time a disconnection notice is sent to the Applicant.

Reconnect Recovery Charge - SFE may charge a \$25 reconnect recovery charge if the Applicant fails to pay the past due amount after the expiry of the disconnection notice resulting in a disconnection by SFE.

If SFE incurs any non-recurring charge not listed in this Agreement, SFE has the right to passthrough those charges to the Applicant. SFE will notify the Applicant of any such charges in the Applicant's invoice.

6. Billing, Payment and Payment Arrangements

SFE will provide a monthly invoice that will include current charges and the amount due that will be payable by the date indicated on the invoice which will be no more than sixteen (16) days from the invoice date. The Applicant acknowledges that they may receive an invoice less frequently if SFE does not receive meter readings or usage information from the TDSP or ERCOT in time to prepare and send a monthly invoice. SFE may also issue the Applicant's invoice on a less frequent basis or send the Applicant's invoices electronically if the Applicant agrees to accept this alternate invoicing arrangement. SFE may charge the Applicant a late payment fee for payment not received by the invoice due date. Payments for state agencies will be subject to the provisions of the Prompt Payment Act Government Code, Chapter 2251. This Act can be viewed at: <http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2251.htm>.

Any Late Payment Fee will not exceed the maximum amount permitted by any law, statute, regulation, rule, ERCOT Protocol, exchange rule, decision, writ, order, decree or judgment, or any interpretations by any court, agency or instrumentality that has jurisdiction, including ERCOT ("Law"). Public Utility Commission ("PUC") rules and guidelines can be viewed at: <http://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/Electric.aspx>.

SFE may charge the Applicant a Reconnect Recovery Charge if the Applicant does not pay the past due amount before the date the Applicant's service is subject to disconnection, as stated in the Applicant's disconnection notice. This charge will apply regardless of whether the Applicant's electric service is actually disconnected.

SFE reserves the right to adjust the Applicant's invoice. SFE may calculate the Applicant's invoice based on estimated meter readings absent actual meter readings from the TDSP or ERCOT. Once actual meter readings are received, SFE will issue an invoice or make adjustments on a subsequent invoice.

If the Applicant agrees to purchase other products or services from SFE or the Applicant purchases products or services that are offered by SFE but provided from third parties ("Third Party Services"), the Applicant acknowledges that the invoice SFE provides to the Applicant may include the charges for those products and services. SFE will apply all payments the Applicant makes on the invoice first to the amounts the Applicant owes SFE for electric service.

The Applicant should contact SFE if they anticipate having difficulty paying the invoice by the due date. The Applicant may be eligible for payment arrangements or a deferred payment plan. The Disconnect Recovery Charge will be assessed on the Applicant's account if the Applicant does not pay the past due amount before the date the Applicant's service is subject to disconnection, as stated on the Applicant's disconnection notice, regardless of an extension on the Applicant's account for any reason, including the Applicant's eligibility for payment arrangements or a deferred payment plan.

If the Applicant's account is in arrears, SFE reserves the right to place a switch-hold on the Applicant's account. A switch-hold means that the Applicant will not be able to switch to another Retail Electricity Provider for the Applicant's electricity supply services until the past due amount has been paid in full. The switch-hold will be removed after the Applicant's full payment is processed.

If the Applicant fails to timely pay the amounts due, and SFE refers the Applicant's outstanding balance to an attorney or collection agent for collection, or files a lawsuit, or collects the Applicant's outstanding balance through bankruptcy or other judicial proceedings, the Applicant agrees to pay reasonable fees and expenses (including attorney fees) that will be incurred in the collection process.

7. Optional Outdoor Lighting Service for Commercial Use

If the Applicant has outdoor lighting service, the Applicant will pay the price for the Applicant's specific outdoor lighting type described in the Miscellaneous Lighting Service or Outdoor Lighting EFL under the Agreement.

8. Deposit

This Agreement is conditional upon the Applicant demonstrating to SFE their creditworthiness and/or payment history and is subject to the ongoing review and approval of the Applicant's creditworthiness during the Agreement term.

The Applicant will be required to provide an initial deposit if the Applicant cannot demonstrate or maintain satisfactory credit, or an additional deposit if the Applicant cannot maintain such credit, each as determined by SFE.

During the term on the Agreement, the Applicant may also be required to provide a deposit in the event the Applicant has had a late payment more than once during the previous twelve (12) months, has been disconnected for non-payment during the previous twelve (12) months and/or the Applicant's average annual electric service bill for the last twelve (12) months is at least

twice the amount of the original estimated annual bill.

All deposits need to be paid to SFE within three (3) days from the issuance of a deposit notice to the Applicant. SFE will accrue interest on deposits retained for longer than thirty (30) calendar days. The interest rate is established annually by the PUC. The interest shall accrue from the date the deposit is received. Any accrued interest on the Applicant's deposit will be credited to the Applicant's account on the January Invoice of each year. This PUC rule can be viewed at <http://www.puc.texas.gov/agency/ruleslaws/subrules/electric/25.478/25.478.pdf>.

If the Applicant subsequently establishes satisfactory credit with SFE by making timely payments for twenty-four (24) consecutive months, then SFE will apply the amount of the deposit plus accrued interest as a bill credit towards any outstanding amount that is still owed. If SFE is no longer the Applicant's provider, a check will be issued for the balance of the credit if the deposit amount is greater than the outstanding amount or if there is no outstanding amount. If the Applicant does not maintain satisfactory credit during the Term, the deposit plus accrued interest will be applied against the outstanding balance amount at the time of the Applicant's final invoice. Any remaining balance will be invoiced and shall be due upon receipt. SFE will refund any credit balance directly to the Applicant or transfer the credit balance to the Applicant's new REP, at the Applicant's request and with the consent of SFE and the Applicant's new REP.

9. Bill Payment Arrangements

Average Billing Plan - SFE Average Billing Plan is for Applicants under 50kW peak demand, who are not currently delinquent and who have not experienced more than two (2) delinquencies in the past twelve (12) months. Variable payment amount is based upon prior usage and may be adjusted periodically when significant differences between actual and billed usage have arisen.

Deferred Payment Plan - The Applicant shall contact SFE to determine if they qualify for this plan. An Applicant is not eligible for this plan if they (a) have been issued two (2) or more termination or disconnection notices in the last twelve (12) months; or (b) have not had service from SFE for more than three (3) months. SFE Deferred Payment Plan allows payment of an outstanding balance in equal installments. A percentage of the amount due is required to activate the plan and the remaining balance is due in no more than three (3) bill periods. The installment length decision is based on the payment history of the account, the amount of the outstanding balance, and the Applicant's ability to repay the balance. If the Applicant's account is on a Deferred Payment Plan, SFE reserves the right to place a switch-hold on the Applicant's account. A switch-hold means that the Applicant will not be able to switch to another Retail Electricity Provider for the Applicant's electricity supply services until the outstanding balance has been paid in full. The switch-hold will be removed after the Deferred Payment Plan is completed by the Applicant paying off the outstanding balance.

10. Right of Rescission

If the Applicant is classified as a small commercial customer by the TDSP or has a peak demand of less than fifty (50) kilowatts during any twelve (12) month period (Small Commercial Customer, and is switching to SFE from another REP, the Applicant can cancel their acceptance of the Agreement without penalty or fee by calling 1-888-351-2169, e-mailing to cs@sfeenergy.com, or faxing to 1-877-685-6765 before midnight on the third federal business day after the date of the Applicant's enrollment authorization and receipt of the Agreement documents. Please include the following:

- 1) Request to cancel the Agreement
- 2) Name, address, phone number
- 3) Account number or ESI ID number.

This right of rescission does not apply to an Applicant requesting move-in. If the Applicant is classified as a large commercial customer by the TDSP or has a peak demand of more than 50 kilowatts during any twelve (12) month period (Large Commercial Customer), the Applicant agrees to waive their rescission rights.

11. Canceling Your Agreement

The Applicant's Agreement term is stated on the front page of the Agreement and the EFL. At the end of the Applicant's Agreement term, the Applicant may cancel or terminate the Applicant's Agreement by switching to a new provider. If the Applicant cancels the Agreement before the end of the Agreement term, the Applicant agrees to pay the fee for early cancellation indicated in the EFL, if any, and the Applicant must select another REP to continue to receive electric service.

If the Applicant is a Small Commercial Customer and moves from the Applicant's existing premise during the Agreement term and provides a forwarding address to SFE, the Applicant will not be responsible for the cancellation fee stated below and in the EFL. SFE may also request that the Applicant provide reasonable evidence that the Applicant is no longer occupying the location covered by the Agreement. In order to ensure timely processing, the Applicant should notify SFE at least three (3) business days before the requested termination date.

SFE's obligations will end at the meter read date when SFE is no longer designated as the Applicant's REP or when the Applicant's electric service is disconnected by the TDSP. The Applicant's obligations under the Agreement will end when the Applicant's account balance is paid in full.

12. Early Cancellation Fees

If the Applicant cancels the Agreement before the end of the Agreement, early cancellation fees of the higher of either (i) \$500 or (ii) \$0.01 kWh of the estimated usage for the remainder of the term to be calculated based on the Applicant's annual consumption, as provided by the Applicant's utility or the best commercially available information at the time of termination, regardless of any estimated annual usage provided in the Agreement. If SFE terminates the Agreement, unless for a reason out of the Applicant's control, early termination fees will apply to the remainder of the Agreement.

13. Renewal Provisions

At the end of the initial term of the Agreement, SFE will automatically renew this Agreement on a month-to-month basis on a default renewal product, whose price will be determined in the sole discretion of SFE until cancelled by either you or SFE. You may cancel the month-to-month product at any time without a fee. If the Applicant is a Small Commercial Customer, SFE will send three (3) contract expiration notices, with the final notice sent at least fourteen (14) days prior to the end of the initial term. If the Applicant has provided SFE with their notice to not renew the Agreement, SFE will no longer be the Applicant's REP and the Applicant has the onus to select their new service provider.

14. Agreement Changes

SFE may make changes to the provisions of the Agreement at any time during the Agreement term with appropriate notice except for changes to the Applicant's price or pricing formula (other than any price change stated in product description on first page and/or Pricing section in Terms of Service) and the length of the Applicant's Agreement term. SFE will notify the Applicant of any material change to the Agreement in writing at least fourteen (14) days before any change to the Agreement will be applied to the Applicant's invoice or take effect. If the Applicant does not cancel the Agreement before the effective date of the change, the change will become effective on the date stated in the notice. Notice is not required for a change that is beneficial to the Applicant.

15. Disconnection of the Applicant's Electric Service

SFE MAY REQUEST DISCONNECTION OF THE APPLICANT'S ELECTRIC SERVICE IF THE APPLICANT DOES NOT PAY THE DEPOSIT OR THE PAST DUE AMOUNT OF THE APPLICANT'S INVOICE IN FULL BY THE DUE DATE ON THE DISCONNECT NOTICE. SFE will notify the Applicant in writing at least the ten (10) calendar days before SFE disconnects electric service.

SFE may request disconnection of the Applicant's electric service immediately without prior notice in specific situations, including the existence of a dangerous condition at the Applicant's service address or theft of service.

16. Contact Information

The Applicant may contact SFE from Monday through Friday 9:00 a.m. until 6:00 p.m. Central Time, except holidays. Timings may be subject to change. Please check www.sfeenergy.com for updated hours. For any concerns, questions, billing inquiries, or are interested in other services at:

Toll-free telephone: 1-888-351-2169

Website: www.sfeenergy.com

Email: cs@sfeenergy.com

Fax: 1-877-685-6765

Or, write us at:

SFE Energy Texas, Inc.

PO Box 25366, Houston, TX 77265

17. Power Outages and Emergencies

The Applicant should call the TDSP telephone number listed on the Applicant's EFL or invoice if there is an electrical emergency or a power outage.

18. Dispute or Complaint

If the Applicant has any questions, concerns, or complaints, please contact SFE. In the unlikely event SFE cannot immediately respond to the Applicant's question or complaint, SFE will promptly investigate the matter and report SFE's findings to the Applicant. Both Parties will, in good faith, use commercially reasonable efforts to resolve a dispute. Customer shall remit all undisputed amounts during the pendency of the dispute. If, for any reason, the Applicant is not satisfied with SFE's response, the Applicant may contact the PUC.

19. Anti-discrimination

SFE cannot deny service or require a prepayment or deposit for service based on the Applicant'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.

20. Confidentiality

The terms of the Agreement may not be disclosed to a third party (other than either party's and its affiliates' employees, lenders, counsel, consultants, or accountants who have agreed to keep such terms confidential), except in order to comply with the Law.

21. Representations and Warranties

As a customer under this Agreement, the Applicant represents that (i) the Applicant is a commercial user of electricity and intends to use the electricity at its service address(es), (ii) the Applicant has experience in business matters that enable the Applicant to enter into and perform under the Agreement, and (iii) the Applicant will not resell any of the electricity purchased from SFE. SFE MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THE AGREEMENT, AND SFE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, CONFORMITY TO MODELS OR SAMPLES AND FITNESS FOR A PARTICULAR PURPOSE.

22. Taxes

The Applicant will be responsible and indemnify SFE for any and all Taxes. "Taxes" means all federal, state and local taxes, fees, governmental charges, and assessments presently or hereafter imposed on the Applicant as purchaser of electricity, on SFE as seller of electricity, or on electricity sales transactions, including gross receipts taxes, municipal administrative fees, and generation, utility, TDSP, regulatory, or electricity taxes and assessments. Sales tax exemptions will be recognized only upon timely receipt of certificates of exemption or other satisfactory evidence of exemption as SFE reasonably requests. SFE cannot recognize any sales tax exemption until proper documentation is provided. Any lawful sales tax exemption will only be recognized on a prospective basis from the date the proper documentation has been provided to SFE. In the event the Applicant is owed a sales tax refund due to SFE's failure to timely recognize valid exemption documentation that has been submitted, the Applicant agrees and consents to have the overpaid sales tax credited by SFE to the Applicant's account(s). The Applicant has the responsibility to petition the taxing authority for all other sales tax refunds.

23. Indemnification

SFE does not transmit or distribute Energy and does not generate the Energy used or consumed by Applicant. Therefore, SFE does not promise a steady, continuous supply. There are events outside of SFE's reasonable control which may result in fluctuations, interruptions or irregularities in Energy service. SFE WILL NOT BE LIABLE FOR ANY FLUCTUATIONS, INTERRUPTIONS OR IRREGULARITIES IN ENERGY SERVICE OR FOR ANY DAMAGE OR CONSEQUENCES RESULTING THEREFROM. SFE WILL ARRANGE FOR THE UTILITY TO DELIVER ENERGY TO THE FACILITY/METER(S) ASSOCIATED WITH THE LOCATION (THE "DELIVERY POINT"). FROM AND AFTER THE DELIVERY POINT, CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS SFE, ITS PARENT, SUBSIDIARIES, AFFILIATES, AND ITS OWNERS, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS FROM ANY AND ALL CLAIMS, LOSSES, EXPENSES, DAMAGES, CAUSES OF ACTION AND JUDGMENTS OF ANY KIND RELATED TO SFE'S DUTIES AND OBLIGATIONS HEREUNDER. SFE SHALL NOT BE LIABLE FOR MATTERS WITHIN THE CONTROL OF THE UTILITY (INCLUDING, BY WAY OF EXAMPLE ONLY, MAINTENANCE OF THE DISTRIBUTION SYSTEM, SERVICE INTERRUPTIONS, LOSS, DETERIORATION OR TERMINATION OF SERVICE, OR METER READINGS) OR ANY DAMAGES CLAIMED TO HAVE BEEN INCURRED DUE TO ANY ACT OR OMISSION OF SFE, WHERE SUCH ACT OR OMISSION IS DUE IN WHOLE OR IN PART TO ANY EVENT OR CIRCUMSTANCE BEYOND ITS REASONABLE CONTROL OR ITS ABILITY TO PERFORM. EACH PARTY SHALL USE COMMERCIALY REASONABLE EFFORTS TO MITIGATE DAMAGES.

24. Limitation of Liability

NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, IN NO EVENT WILL SFE OR ANY OF ITS AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS, EVEN IF SFE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SFE'S LIABILITY RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER BREACH OF AGREEMENT, TORT, STRICT LIABILITY OR OTHERWISE, IS LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE REMEDY AND ALL OTHER REMEDIES OR DAMAGES ARE EXPRESSLY WAIVED.

25. Provisions that Survive

Obligations regarding indemnity, payment of Taxes, limitations of liability, and waivers will survive the termination of the Agreement indefinitely.

26. Unenforceability

If either party or its activities under the Agreement become subject to any Law enacted during the Agreement term that renders the Agreement unenforceable or illegal, then either the Applicant or SFE may terminate the Agreement without the consent of, and upon thirty (30) days' notice to, the other, and without any obligation, payment or otherwise (other than payment obligations for electricity previously supplied to the Applicant).

27. Force Majeure

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

28. Governing Law

THE APPLICANT'S AGREEMENT WITH SFE IS GOVERNED BY, CONSTRUED, ENFORCED, AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAWS). THE TEXAS UNIFORM COMMERCIAL CODE APPLIES TO THE AGREEMENT AND ELECTRICITY IS DEEMED A "GOOD".

The Uniform Commercial Code can be viewed at the following website: <http://www.statutes.legis.state.tx.us/?link=BC>.

29. Assignment

The Applicant may not assign the Agreement, in whole or in part, or any of the Applicant's rights or obligations under the Agreement without SFE's prior written consent. SFE may, without the Applicant's consent, (i) as part of any financing or other financial arrangement, assign, sell or pledge this agreement or its accounts, revenues, or proceeds, or (ii) assign this Agreement to an affiliate of SFE or to any other person or entity succeeding to all or a substantial portion of the assets of SFE.

30. Waiver

No partial performance, delay, or failure on the part of SFE in exercising any rights under the Agreement(s), and no partial or single exercise thereof, shall constitute a waiver of such rights or of any other rights hereunder. If either SFE or the Applicant waives any one or more defaults by the other in the performance of any of the provisions of the Agreement, then such waiver will not be construed as a waiver of any other default or defaults whether of a like kind or of a different nature.

SUPPLEMENTAL AGREEMENT TERMS FOR CUSTOMERS WITH A PEAK DEMAND EQUAL TO OR GREATER THAN 50 kW During the Agreement term, if the Applicant's annual peak demand at any time during the preceding 12-month period equals or is greater than 50 kW or 50 kVA, then to the extent allowed by Law, the Applicant acknowledges and agree that the customer protection rights are set forth in the Agreement and that the Customer Protection Rules (PUC Substantive Rules §25.471, et seq.) do not apply and this section of the Agreement will govern any conflict between it and the Customer Protection Rules. The rules may be found in Subsection R at the following website:

<http://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/Electric.aspx>.

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

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

PLEASE READ THIS DOCUMENT CONTAINS IMPORTANT INFORMATION REGARDING
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"), including those affiliated with your Transmission and Distribution Service Provider ("TDSP"), (Affiliated REP) and the provider of last resort ("POLR"), unless otherwise noted. You may view the PUC's complete set of electric rules at <http://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/Electric.aspx>.

SFE Energy Texas, Inc. Contact information-

You can contact SFE from Monday through Friday 9:00 a.m. until 6:00 p.m. Central Time except holidays for any concerns, questions, billing inquiries, or are interested in other services at:

Toll-free telephone: 1-888-351-2169

Direct: 713-207-7777

Hearing & Speech Impaired (Toll-free): 1-888-467-42

Address: SFE Energy Texas, Inc.

PO Box 25366, Houston, TX 77265

Email: cs@sfeenergy.com

Website: www.sfeenergy.com

Fax: 1-877-685-6765

PUCT Certificate No.10249

Billing Issues

Unauthorized Charges or "Cramming": Before any new charges are included on your electric bill, your REP must inform you of the product or service, all associated charges, and how these charges will be billed before they appear on your electric bill and obtain your consent for the product or service. If you believe your bill includes unauthorized charges, you may contact your REP to dispute such charges and may file a complaint with the PUC. Your REP will not seek to terminate or 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, your REP 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 three (3) billing cycles, interest shall be paid to you at an annual rate established by the PUC 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 charge within fifteen (15) days after the date the unauthorized charge is removed from your bill. Your REP 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 your REP immediately.

Your REP 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. (A deferred payment plan allows a customer to pay an outstanding bill in installments that extend beyond the due date of the next bill.) Your REP must offer you a deferred payment plan unless you have received more than two termination/disconnection notices during the past twelve (12) months, you have been a POLR customer for fewer than three (3) months and do not have sufficient credit or payment history with another REP, or if you have received a disconnect notice for failing to comply with the terms of an existing deferred payment plan. All REPs must offer deferred payment plans to customer who have been under-billed, or upon request for bills that are due during an extreme weather emergency and to customers who have been under-billed. A deferred payment plan may include a five (5) percent penalty for late payment; however, the POLR may not charge a late fee. If you do not fulfill the terms of the payment arrangement or deferred payment plan, a REP may terminate or disconnect service. For details on these programs, please see your Terms of Service or contact your REP for further information.

Agreement Termination

Termination of Service: Your REP may terminate your electric service for reasons other than non-payment as specified in your Terms of Service. If you do not obtain service from another REP prior to the termination date, you will be transferred to the POLR in your area. Your current REP will mail you a separate Termination Notice no earlier than the first day after the date your bill is due. The termination date will be ten (10) days from the date the notice is issued and may not fall on a holiday or weekend.

Your REP cannot terminate your Agreement 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 six (6) months (except theft of service);
- failure to pay any disputed charges until your REP or the PUC determines the accuracy of the charges and you have been notified of this determination;
- failure to pay charges arising from an under-billing due to faulty metering (unless the meter was tampered with); or
- failure to pay an estimated bill unless the estimated bill is part of a pre-approved meter-reading program or in the event the local distribution company is unable to read the meter due to circumstances beyond its control.

Disconnection of Electric Service

Disconnection of Service: The PUC has provided that, under certain dangerous circumstances (such as unsafe electric line situations), a REP may authorize your TDSP to disconnect your electric service without prior notice to you. Additionally, a REP may seek to have your electric service disconnected for any of the reasons listed below:

- failure to pay a bill owed to the REP, or to make a deferred payment arrangement by the date of disconnection;
- failure to comply with the terms of a deferred payment agreement made with the REP;
- using service in a manner that interferes with the service of others or the operations of non-standard equipment;
- failure to pay a deposit required by the REP; or
- failure of the guarantor to pay the amount guaranteed when the REP has a written agreement, signed by the guarantor, which allows for disconnection of the guarantor's service.

Prior to disconnecting your service for non-payment, the REP must provide you a Disconnection Notice. This notice must be mailed to you separately 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 their personnel are available to take payments and service can be reconnected. If, however, you have a Chronic Condition Residential Customer designation, you and any secondary contact listed on the PUC-approved application form will receive written notice of the REP's intent to disconnect service no later than twenty one (21) days prior to the date that service will be disconnected.

The REP may not seek to have your electric service disconnected by your TDSP for any of the reasons listed under the Termination of Service portion of this document.

Additionally, the REP may not disconnect your electric service:

- if it receives notification by the disconnection date that an energy assistance provider will be forwarding sufficient payment on your account;
- for non-payment during an extreme weather emergency and must offer you a deferred payment plan for bills due during the emergency; or
- for non-payment if you inform the REP, prior to the disconnection date stated on the notice, that you or another resident on the premises is a Critical Care Residential Customer. However, to obtain this exemption, you must enter into a deferred payment plan with the REP and have the Critical Care Residential Customer's attending physician contact the REP and submit a written statement attesting to the necessity of electric service to support life. This exemption from disconnection 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 by the REP for non-payment, the REP will, upon satisfactory correction of the reasons for the disconnection, notify your TDSP to reconnect your service. The REP will continue to serve you under the Terms of Service in effect prior to issuance of the Disconnection Notice. If your service was disconnected due to a dangerous situation, your service will be reconnected once you notify your REP that you have corrected and satisfactorily resolved the dangerous situation.

Disputes With Your Provider

Complaint Resolution: Please contact your REP if you have specific comments, questions or complaints. Upon receipt of a complaint, your REP must 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. Your REP must 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 PUC and the Office of Attorney General, Consumer Protection Division. For a complaint involving a disputed bill, your REP may not initiate collection activities, termination or disconnection activities or report the delinquency to a credit reporting agency with respect to the disputed portion of the bill. However, after appropriate notice, your REP may send a disconnection notice for non-payment of any undisputed portion of the bill.

Other Protections

Do Not Call List: The PUC maintains a “Do Not Call List” of customers who do not want to receive telemarketing calls for electric service. Call toll free 1-866-TXNOCAL(L) or 1-866-896-6225, or visit the PUC website at www.puc.state.tx.us to subscribe to the Do Not Call List.

or write Texas No Call, P.O. Box 313, E. Walpole, MA 02032. You may be required to pay a charge not to exceed \$5.00 to register a telephone number, and the number will remain on the list for three years.

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 contact your chosen REP and request assistance. The affected REPs, TDSP and registration agent will work together to return you to your chosen REP in accordance with the market process approved by the PUC.

24 Hour Service Outage Reporting

Please use these telephone numbers for reporting outages or other emergencies.

AEP TEXAS CENTRAL (ATC): 1-866-223-8508
AEP TEXAS NORTH (ATN): 1-866-223-8508
CENTERPOINT ENERGY (CNP): 1-800-332-7143
TEXAS NEW MEXICO POWER (TNMP): 1-888-866-7456
ONCOR (ONCOR): 1-800-233-2133

Complaint handling:

Public Utility Commission of Texas
Toll-free telephone: 1-888-782-8477
Direct: 512-936-7120
Address: Consumer Protection Division.
PO Box 13326, Austin, TX 78711-3326
Email: customer@puc.texas.gov
Website: www.puc.texas.gov
Fax: 512-936-7003



Electricity Facts Label (EFL)
SFE Energy Texas, Inc. ("SFE") Energy Fixed Price ("EFP")

Customer's TDSP _____ Date _____ **\$0.16**
EFP (\$/kWh)

| Electricity price <kWh + TDSP + recurring monthly charges> | Average Monthly Use | | | |
|--|---------------------|--------------------|--------------------|--------------------|
| | TDSP | 1,500kWh | 2,500kWh | 3,500kWh |
| | ONCOR | (EFP) + \$0.037160 | (EFP) + \$0.035328 | (EFP) + \$0.034543 |
| | CENTERPOINT | (EFP) + \$0.034018 | (EFP) + \$0.032797 | (EFP) + \$0.032274 |
| | AEP CENTRAL | (EFP) + \$0.053963 | (EFP) + \$0.052419 | (EFP) + \$0.051757 |
| | AEP NORTH | (EFP) + \$0.043116 | (EFP) + \$0.041572 | (EFP) + \$0.040910 |
| | TNMP | (EFP) + \$0.058997 | (EFP) + \$0.056768 | (EFP) + \$0.055813 |

This price disclosure is based on average monthly kWh usage shown using an electricity price of 16¢/kWh. The rates above are for example only. The Applicant's Fixed Price is the rate agreed to on your Commercial Supply Agreement. This EFL displays your actual average price per kWh which will vary based on your actual usage and demand. The Applicant agrees to pay all pass-through fees charged by the Transmission and Distribution Service Provider ("TDSP"). These pass-through fees include TDSP delivery charges and may include service connection, disconnection or reconnection fees, meter test fees, or special meter read fees, third party charges, changes to the ERCOT or Texas Regional Entity administrative fees charged to loads or changes resulting from federal, state or local laws or regulatory actions that impose new or modified fees or costs on a REP that are beyond the REP's control. The Applicant shall pay lawful taxes and surcharges that may apply to the pass-through fees, whether direct or indirect, relating to the sale, purchase or delivery of electricity. The price the Applicant will pay may include state or local municipal taxes that SFE will pass through to the Applicant. If Location(s) are exempt from state/local taxes, Applicant shall provide SFE with proof of such status at the time of its execution of the Agreement (please refer to Taxes section). These pass-through fees will appear as separate line items on the Applicant's invoice. Consult your TDSP's tariff for the applicability and amount of such charges. For demand metered accounts, a 30% load factor is assumed. The average prices per kWh above are based on the specified monthly kWh consumption using a Billing Demand of 7 kW for 1,500kWh, 11kW for 2,500kWh, and 16 kWh for 3,500kWh and a 30% load factor.

| | |
|--|--|
| Other Key Terms and questions | See Commercial Supply Agreement Terms of Service statement for a full listing of fees, deposit policy, and other terms. |
| Type of Product | Fixed or Fixed with Pass-Through Components |
| Contract Term | Minimum 3 months - See Commercial Supply Agreement and Terms of Service statement for a full listing of your length of term. |
| Do I have a termination fee or any fees associated with terminating service? | YES, If the Applicant cancels the Agreement before the end of the Agreement, early cancellation fees of the higher of either (i) \$500 or (ii) \$0.01 kWh of the estimated usage for the remainder of the term to be calculated. See Canceling Your Agreement section of the Commercial Supply Agreement Terms of Service for further details. |
| Can my price change during the contract period? | YES |
| If my price can change how will it change, and by how much? | The price applied in the first billing cycle may be different from the price in this EFL if there are changes in TDSP charges; changes to the Electric Reliability Council of Texas or Texas Regional Entity administrative fees charged to loads or changes resulting from federal, state or local laws or regulatory actions that impose new or modified fees or costs that are outside our control. |
| What other fees may I be charged? | Fees not included in above price can be found in Itemization Of Non-Recurring Charges For Service section of the Terms of Service. |
| Is this a pre-pay or pay in advance product? | NO |
| Does the REP purchase Excess distributed renewable generation? | NO |
| Renewable Content | 25% |
| The statewide average for renewable content | 25% |

SFE Energy Texas, Inc., PO Box 25366, Houston, TX 77265, www.sfeenergy.com, cs@sfeenergy.com,
Monday- Friday 9:00 a.m. - 6:00 p.m. Toll-free telephone: 1-888-351-2169
PUCT Certificate Number #10249



Recurring Payment Authorization Form

Payments for your electricity consumption will be automatically deducted from your bank account.

How Recurring Payments Work:

You authorize regularly scheduled charges to your checking/savings account. You will be charged a variable amount based on your electricity consumption each billing period. Your electricity usage and billing statement will be emailed to you at least 10 days prior to the payment being collected and the charge will appear on your bank statement as an "ACH Debit."

Please return the completed via email: retention@sfeenergy.com or Fax: 1-877-685-6765.

Please complete the information below:

Customer Information

I _____ authorize SFE Energy Texas, Inc. to debit my bank account
(Full name)

based on the monthly invoice received from SFE Energy Texas, Inc.

Billing Information

Billing Address: _____

Phone Number: _____ Email Address: _____

Account Information

| | | | |
|---------------------------------|-----------------|------------|-----------------------|
| Type of account - please select | <u>Checking</u> | OR | <u>Saving Account</u> |
| Name on Account | _____ | | |
| Bank Name | _____ | | |
| Account Number | _____ | | |
| Bank Routing # | _____ | | |
| Bank City | _____ | Bank State | _____ |

SIGNATURE _____ DATE _____

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify SFE Energy Texas, Inc. in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. For ACH debits to my checking/savings account, I understand that because these are electronic transactions, these funds may be withdrawn from my account as soon as the above noted periodic transaction starts. In the case of an ACH Transaction being rejected for Non-Sufficient Funds (NSF) I understand that SFE Energy Texas, Inc. may, at its discretion, attempt to process the charge again within 30 days and agree to an additional \$25 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I certify that I am an authorized user of this bank account and will not dispute these scheduled transactions with my bank; so long as the transactions correspond to the terms indicated in this authorization form.



Schedule A - Account Listings

Business Name:

| Business Name on Bill | Service Street Address | Service City | Service Zip Code | TDSP | ESI ID | Critical Care | Requested Flow Date |
|-----------------------|------------------------|--------------|------------------|------|--------|---------------|---------------------|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

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

Date

Print Name

Job Title