



Schedule A: Transaction Confirmation – Commercial

Customer Information			
Company Name:		DBA:	
Contact Name:		Email:	
Company Address:			
Phone:		Fax:	
Billing Information			
Attn:		Email:	
Phone:		Federal Tax ID:	
Invoice Type: Individual <input type="checkbox"/> Summary <input type="checkbox"/>		Delivery Preference: Email <input type="checkbox"/> USPS <input type="checkbox"/> Both <input type="checkbox"/>	
Payment Method (select one): ACH <input type="checkbox"/> Check <input type="checkbox"/>		Language: English <input type="checkbox"/> Spanish <input type="checkbox"/>	
Additional Authorized Representatives: Authorized to make transactional and contractual changes to enrolled accounts.			
Name (1):		Title (1):	
Phone (1):		Email (1):	
Product Information			
Product Name: Fixed Price with Basis Passthrough			Contract Price (¢/kWh):
Contract Term (mths):	Usage Variance: Full Swing	ETF Amount: See TOS	Payment Terms: Net 16
Contract Price is Inclusive of the Following			
Energy, Line Losses, Ancillary Services, Renewable Portfolio Standards (RPS)			
The Following Components Will Be Passed Through Without Markup			
TDSP Charges, Basis Costs, and All applicable Taxes (unless specifically listed in the "Inclusive" section above)			
Service Information			
Calculation: Contract Price times metered kWh plus the cost of applicable pass-through items as detailed above.			
Delivery Period: Service is provided per meter according to start and end dates on Schedule B. Utility may change meter schedules at their discretion. APG&E does not guarantee service on Estimated Start Date per Schedule B.			
Agreement			
By my signature below (facsimile signature accepted as if it were an original), I am authorizing AP Gas & Electric (TX), LLC ("APG&E" or "Seller") to use information provided in this form to perform the necessary tasks to establish new service or switch to APG&E. I acknowledge that I have read and understand the Schedule A, Schedule B, Terms of Service, and any Addendum(s), herein, collectively the "Agreement", and hereby agree to be obligated by the terms and conditions as set forth. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. I understand that if I cancel this Agreement prior to the contractual obligation ending, I will be assessed an Early Termination Fee ("ETF") in accordance with the terms of this Agreement. I further understand that I may be working with an independent agent that is not an employee of APG&E and is not granted any right, authority, or responsibility expressed, implied, or apparent to act on behalf of or in the name of APG&E.			
CONTRACT ACCEPTANCE SUBJECT TO MARKET CONDITIONS AND FINAL APPROVAL BY APG&E.			
Authorized Customer Representative			
Signature:		Printed Name:	
		Title:	
Date (MM/DD/YY):		Reference ID (if applicable):	



Schedule B: Service Locations – Commercial

Authorization on Schedule A of this Agreement extends to the following Service Locations:

ESI ID	Used for:		Service Address Street, City, State, Zip	Billing Address Street, City, State, Zip	Est. Start Date	Tax* Exempt	Move-In	Switch	Est. Annual kWh
	Resi	Comm							
	<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
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	<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Total Number of Accounts Included:

**If any of the Service Locations identified in this Schedule are Tax Exempt please attach Tax Exemption Certificate. If APG&E does not receive the proper Tax Exemption documentation within thirty (30) days of Enrollment, Customer must petition the state for any tax refunds deemed due.*

Terms of Service: The following are the Terms of Service for this Agreement between APG&E and Customer for the purchase of electricity.

Esta información está disponible en español. Por favor llame a APG&E al 1-(877) 544-4857 o por internet www.apge.com.

1. Agreement to Purchase Energy: APG&E is certified as a REP by PUC and is not affiliated with any Utility. Customer hereby appoints APG&E as its limited agent for the purpose of acquiring the supplies necessary to meet its electricity needs. Delivery of electricity to Customer's Service Locations and maintenance of the electric delivery system is performed by Utility. PUC regulates distribution prices and services. FERC and ISO/RTO regulates transmission prices and services. APG&E agrees to sell, and Customer agrees to purchase and accept the quantity of electricity necessary to meet Customer's requirements based upon consumption data obtained by APG&E or the delivery schedule of Utility.

2. Eligibility: This Terms of Service is intended for Medium or Large Commercial meters, as defined herein, but all Customers who enter into this Agreement are bound by its terms.

3. Enrollment: This Agreement shall be effective upon return of Customer-signed Agreement to, and acceptance by, APG&E. APG&E will use commercially reasonable efforts to commence service on the next available meter read date on or after Start Date.

4. Term: The Initial Term shall commence on the date Utility switches service to APG&E and will continue for the number of months thereafter as indicated by Contract Term selected on Schedule A. APG&E will provide Customer at least thirty (30) calendar days' notice in advance of the end of Initial Term. A final bill will be rendered after the final meter reading. Upon completion of Initial Term, if Customer does not provide consent to renewal terms, this Agreement will automatically renew, and Customer shall continue to receive electric service from APG&E at a month-to-month variable Holdover Rate, until Customer renews with APG&E or switches to another REP. If Customer automatically renews on Holdover Rate, Customer may terminate at any time without penalty. Customer may obtain the previous 24 months' average monthly billed Holdover Rates by visiting www.apge.com or calling APG&E (toll free). Historical pricing is not necessarily indicative of present or future pricing.

5. Blend and Extend: At any point during this Agreement Customer may request that APG&E calculate an offer to change Customer's Contract Price based on a weighted average of the Contract Price in this Agreement and a mutually agreed price for an agreed extension to Initial Term ("Blend and Extend").

6. Metering and Measurement: Customer and APG&E accept the quantity, quality, and measurement determined by Utility providing delivery service to Service Locations, for purposes of accounting for electricity supplied under this Agreement, in accordance with the terms of the applicable tariff for retail delivery service.

7. Switching to APG&E: Utility may, at its discretion, charge a fee to switch Customer to APG&E. This charge will be passed through to Customer at cost. A standard switch may occur within one (1) to three (3) business days after Customer has authorized a switch to be transmitted by APG&E.

8. Rate Plan: Customer's Product Information and Contract Price are set forth in Schedule A to this Agreement.

9. Energy Usage Variance: If Energy Usage Variance in Schedule A is **Full Swing** then Customer's Energy Usage for Service Locations identified by Schedule B is not subject to an Energy Usage Variance Charge at any usage level. If Energy Usage Variance in Schedule A is a percentage then Energy Usage Variance, positive or negative, up to that percentage is not subject to an Energy Usage Variance Charge.

10. Distributed Energy Resources and other changes expected to impact Energy Usage: For the Service Locations covered by Schedule B to this Agreement, Customer warrants the following, and that any such misrepresentations, or failures to do so, represents a breach of this Agreement: (i) Customer does not own or operate any Distributed Energy Resources ("DER"), including photovoltaic panels, or thermal storage capabilities (except for emergency back-up generation used when Customer's Utility is incapable of delivering electricity) and has no current plans to purchase DER; (ii) Customer is not aware of any planned events or changes that will significantly impact the level or hourly distribution of future Energy Usage; and (iii) if Customer intends to purchase DER or becomes aware of any events or changes over the course of this Agreement that will significantly impact the level or hourly distribution of future Energy Usage, Customer will provide APG&E with at least sixty (60) calendar days' prior written notice.

11. Credit Requirements: APG&E may use credit reporting agencies to document and evaluate Customer's credit and/or payment history. At the discretion of APG&E and to the extent allowed by law, APG&E may require a deposit from Customer or refuse service in accordance with PUC rules and regulations. However, in no event shall APG&E require security from Customer in excess of one-fifth (1/5th) of Customer's estimated annual billing.

12. Deposits: APG&E may require an additional deposit from Customer if Customer has two (2) or more late payments or has had one (1) Disconnection of Service in the previous twelve (12) months. Service may be disconnected or terminated if a deposit is not paid within (10) days of any request for deposit. APG&E will apply any deposit held plus accrued interest, calculated at the rate approved by PUC, to the outstanding balance on the account's final bill or to the account's current balance when all of the following are satisfied: (i) Customer has paid bills for service for twelve (12) consecutive billings without having service disconnected for

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nonpayment and has not on more than two (2) occasions been delinquent; and (ii) the account is current. APG&E may disconnect service with or without prior written notice in accordance with PUC rules and regulations. No such deposit shall be required if the Customer is a governmental entity.

13. Billing: If actual meter readings are unavailable, invoices may be calculated based on estimated meter readings. Once actual meter readings are received, adjustments will be made on a subsequent invoice. Disconnection of electric service will not excuse Customer from paying any outstanding amounts owed to APG&E and Customer will be responsible to pay APG&E for any electricity used prior to Termination of this Agreement as well as any late payment charges. Customer may request up to twenty-four (24) months of billing/payment history without charge no more than twice within a twelve (12) month period. Any additional requests shall result in a fee of \$5.00 per bill period requested. Customer will receive a monthly invoice from APG&E in either paper or electronic format, or both, as requested. There is no charge for electronic formatted bills or electronic payment.

14. Payment: All invoices rendered are due when received and are past due if not paid within sixteen (16) days of the date of the bill ("Due Date"). Late payments, delinquent or past due balances will result in a late payment fee equal to 5% of the month's past due amount. If Customer fails to pay for electric service, the above listed late fees may be applied, and APG&E will have the right to authorize disconnection of Customer's electric service, in lieu of terminating this Agreement. APG&E will notify Customer ten (10) calendar days prior to termination of this Agreement for non-payment. Upon satisfactory correction of the reasons for disconnection, Customer may reinstate electric service and will be charged a \$50 reconnect fee. A \$30 insufficient funds fee per transaction shall be assessed against any transaction not processed due to insufficient funds or credit availability for any method of payment including checks, bank drafts or credit card transactions. Customer is responsible for payment of all electricity consumed at the contracted Service Locations; hence, APG&E may auto-debit Customer's account without notice for any and all final amounts due after the account is in non-active status with APG&E. If a check is returned to APG&E for any reason, APG&E may auto-debit Customer's account without notice for the amount due plus the \$30 returned check fee.

15. Collections: APG&E reserves the right to automatically charge the credit/debit card and/or checking account for any unpaid balances that are deemed past due and/or in collection status. If the account is referred to a collection company, APG&E reserves the right to bill a fee not to exceed 33% of the amount being collected. If the account is referred for legal action, any and all attorney fees and court costs will be billed to Customer. Customer shall be responsible for any and all fees associated with collecting on any amounts owed to APG&E, including but not limited to any fees charged by the collection agency or other entity.

16. Taxes: Customer will pay all applicable taxes, fees and charges associated with the purchase of electric service

under this Agreement. APG&E will not be liable for any taxes not paid by Customer.

17. APG&E Termination Rights: Customer affirms to APG&E that Customer has provided APG&E with the correct and complete Customer name, address and contact information, and Customer does not have any outstanding balance or conflicting contractual obligations with APG&E or any other REP. If there is any evidence that any of these statements are or become untrue, that Customer has withheld pertinent information, or that Customer otherwise provided fraudulent or misrepresented information, APG&E may terminate this Agreement immediately. APG&E may end this Agreement, at no cost to APG&E, if (a) required or allowed by law, (b) Utility is unable to service Customer's Service Locations, or (c) Customer defaults or breaches this Agreement. APG&E will provide Customer (i) at least thirty (30) calendar days' notice of termination under this section, and (ii) at least five (5) calendar days to cure such Customer default or breach of this Agreement. If APG&E terminates this Agreement, Customer must still pay all APG&E charges through the date Customer is switched to another REP and any applicable ETFs.

18. Customer's Move, Sale or Close Rights: If Customer's total Annual Expected kWh per Schedule B is less than 250,000 kWh it will not be an Event of Default and no Early Termination Fee will be due if Customer discontinues service of any meter prior to expiration of this Agreement, due to the sale or closure of a Service Location, provided Customer provides thirty (30) calendar days' advance written notice to APG&E, a forwarding address, and other evidence as required by APG&E verifying such move, sale, or closure and such move, sale or close occurs no earlier than the Estimated Start Date. If a Medium or Large Commercial Customer, as defined herein, moves to another premise within APG&E's service area, Customer agrees to resume service with APG&E at the new premise.

19. Early Termination: If Customer terminates this Agreement, or drops any meters listed in Schedule B from service, prior to the end of the Initial Term for any other reason, except as expressly provided herein, Customer will be charged an Early Termination Fee ("ETF") for such meters.

20. Early Termination Fee: For Service Locations ETF will be applied as follows:

Annual kWh of Dropped Meters	Early Termination Fee
<100,000	\$50 per unused month
100,001 - 200,000	\$100 per unused month
200,001 - 300,000	\$150 per unused month
300,001 - 400,000	\$200 per unused month
400,001+	\$250 per unused month

For Customers with Annual kWh greater than 500,000, ETF will be equal to the greater of \$250 per unused month or the sum of a commercially reasonable calculation of kWh remaining to be delivered per Schedule B ("Remaining

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Volume") multiplied by (a) 0.5 cents per kWh plus (b) the greater of (i) 1.0 cent per kWh or (ii) the positive difference, if any, between Contract Price and current market based price for the aggregate load of all Customer Service Locations, plus all applicable taxes, associated costs and reasonable legal expenses related to calculating and collecting such ETFs. ETF shall be immediately due and payable by Customer to APG&E within five (5) calendar days following such Early Termination. Parties agree that the amounts recoverable hereunder are a reasonable estimate of loss and not a penalty. If Customer is still under contract with their previous REP that shall not relieve Customer of the obligations under this Agreement and Customer will be responsible for all charges including an ETF. Customer is responsible for payment of all outstanding charges incurred through the date on which the Termination is effected by Utility. APG&E's obligations will end after the meter read date where APG&E is no longer designated as Customer's REP or when Customer's electric service is disconnected by Utility. Customer's obligations under this Agreement will end when the account balance is paid in full, including any ETF.

21. Customer Information Release: Customer's execution of this Agreement shall constitute authorization for APG&E to obtain and review certain information from Customer's Utility, including consumption history. This authorization will remain in effect during Initial Term and any Renewal Term of this Agreement. APG&E will take reasonable steps to protect Customer's personal information as required by applicable law and PUC. APG&E is prohibited from disclosing certain Customer Information (Social Security number, account number(s), phone number, or billing data) without Customer's written consent except as required for APG&E collections and reporting, participating in Universal Service Fund programs, or assigning a Customer's Agreement to another REP.

22. Disputes or Complaints: Customer shall contact APG&E with any questions or concerns. If a dispute arises, APG&E and Customer agree to negotiate in good faith. If negotiations fail, then APG&E and Customer may by mutual agreement submit the dispute to mediation or may choose to submit the dispute for a final and binding arbitration conducted in accordance with the American Arbitration Association (AAA) by a single arbitrator selected through the procedures of the AAA. Arbitrations shall be held in Harris County, Texas. Medium and Large Commercial Customers, as defined herein, understand and agree that PUC Customer Protection Rights afforded to residential and Small Commercial Customers are not applicable.

23. Non-Discrimination: APG&E does not discriminate, deny service, or require a prepayment or deposit for service based on a customer's race, creed, color, religion, national origin, ancestry, sex, gender, marital status, sexual preference, age, lawful source of income, level of income, disability, familial status, geographic location, location of a customer in an economically distressed geographic area, receipt of public assistance income, or qualification for low income or energy efficiency services.

24. Change in Law: If Change in Law occurs and creates additional costs to APG&E not currently included in Contract Price or increases the cost components of Contract Price, then such costs may be passed through to Customer. If a Change in Law occurs and APG&E is otherwise prevented or prohibited from (1) carrying out or enforcing this Agreement or (2) passing through such costs, APG&E shall have the right to terminate this Agreement upon thirty (30) calendar days' notice.

25. Force Majeure: "Force Majeure" shall mean any cause not reasonably within the control of the party claiming suspension and which by exercise of due diligence, such party is unable to prevent or overcome, including but not limited to, any act or cause which is deemed a Force Majeure by Utility or any transmitting entity. If either party is unable, wholly or in part, by Force Majeure to perform or comply with any obligations or conditions of this Agreement, such party shall give immediate written notice, to the maximum extent practicable, to the other party. Such obligations or conditions, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, and such party shall be relieved of liability and shall suffer no prejudice for failure to perform the same during the period. The party claiming suspension of obligations must in good faith attempt to mitigate and/or terminate the Force Majeure.

26. Governing Law and Venue: This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas and venue shall be proper in Harris County, Texas. The provisions of the Uniform Commercial Code ("UCC") shall apply to this Agreement and electricity shall be a "good" for purposes of the UCC. The UCC can be viewed at www.statutes.legis.state.tx.us.

27. Assignment: Customer may not assign this Agreement, in whole or in part, or any of its rights or obligations hereunder without the prior written consent of APG&E. APG&E may without Customer's consent: (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial agreement; (b) transfer or assign this Agreement to an affiliate of APG&E; (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of APG&E; and/or (d) transfer or assign this Agreement to another REP. Upon any such assignment, Customer agrees that APG&E shall have no further obligations hereunder.

28. Limitations of Liability: FOR BREACH OF ANY PROVISION OF THIS AGREEMENT FOR WHICH AN EXPRESS REMEDY IS PROVIDED, SUCH EXPRESS REMEDY SHALL BE THE SOLE AND EXCLUSIVE REMEDY. THE BREACHING PARTY'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER DAMAGES AT LAW OR IN EQUITY SHALL NOT APPLY. IF NO EXPRESS REMEDY IS PROVIDED, APG&E'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES AT LAW OR IN EQUITY ARE HEREBY WAIVED. IN NO EVENT SHALL CUSTOMER OR

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APG&E BE LIABLE FOR ANY PUNITIVE, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT, THIRD-PARTY CLAIMS OR OTHER DAMAGES WHETHER BASED ON CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, OR FOR LOST PROFITS ARISING FROM A BREACH OF THIS AGREEMENT.

29. Severability: If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

30. Representations and Warranties: UNLESS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, APG&E PROVIDES, AND CUSTOMER RECEIVES NO WARRANTIES, EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE AND APG&E SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The electricity sold under this Agreement will meet

applicable Utility's quality standards and will be supplied from a variety of sources. Customer represents and warrants that Service Locations identified as commercial premise(s) on the Schedule B are not residential facilities and that any other meter, which is classified by Utility as residential, is part of a commercial account, and is expressly used for commercial purposes. You further represent and warrant that the Service Locations identified as residential premise(s) on Schedule B are strictly residential facilities.

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

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

Definitions

- **Agreement** – applicable Schedule A, Schedule B, Terms of Service, and any Amendment(s) or Addendum(s) thereto.
- **Ancillary Services** – costs associated with services necessary to support the transmission of electricity from generating sources to Customer and other ISO costs not otherwise included in any of the defined cost components in this Agreement.
- **Annual kWh** – commercially reasonable calculation or estimate of annualized kWh used or to be used by service location per Schedule B.
- **APG&E** – DBA for contracting entity identified as Seller in Schedule A to this Agreement.
- **Basis** – difference in price between energy delivered to the hub and Energy delivered to Customer's load zone.
- **Change in Law** – If during the term of this Agreement, any Governmental Authority, Utility, ISO, PUC, FERC or other regulatory party introduces or changes a law, or makes a change to market structure, tariffs, rates, riders, fees, or customer load profile(s), with respect to the acquisition, sale, delivery, and/or purchase of electricity a Change in Law is deemed to have occurred.
- **Customer** – Buyer as identified in Schedule A to this Agreement. Referred to as Customer, Buyer, or you.
- **Energy** – electrical energy supplied to load zone corresponding to Customer's Service Locations as required to meet Customer's usage requirements. If Energy is listed as passed through on Schedule A such Energy will be settled real-time.
- **Energy Usage** – Customer's metered kWh.
- **Energy Usage Variance** – is the amount by which Customer's Energy Usage may surpass or fall short of the monthly expected kWh derived from Schedule B without incurring an Energy Usage Variance Charge.
- **Energy Usage Variance Charge** – is the incremental charge to Customer for Energy Usage Variances in excess of allowable Energy Usage Variance per Schedule A.
- **Governmental Authority** – federal, state, local, municipal or other governmental, regulatory or administrative agency, commission or other authority lawfully exercising or entitled to exercise jurisdiction over APG&E, Customer or any transaction contemplated herein.
- **Holdover Rate** – a market-based month-to-month energy supply charge calculated using APG&E costing methodology, that may change with changes in market inputs. There is not a limit on how much the Holdover Rate may change from one billing cycle to the next.
- **Hub Energy** – energy delivered to the commercial energy trading hub corresponding with Customer's delivery point.
- **Initial Term** – the number of Month(s) as specified in Schedule A of this Agreement.
- **ISO/RTO** – Independent System Operators or Regional Transmission Organizations that manage the flow of electricity on the electric grid.
- **Kilowatt (kW)** – a measure of demand for power; 1,000 watts.
- **Kilowatt-hour (kWh)** – the basic unit of measure of electric energy consumption.
- **Large Commercial Customer** – a non-residential customer with peak demand at or above one megawatt (MW) in the previous 12-month period.
- **Line Losses** – cost of energy that is lost during transmission from the energy source (generators) to Customer, including Unaccounted For Energy (UFE).
- **Medium Commercial Customer** – a non-residential retail customer with peak demand of 50 kW or greater, but less than 1,000 kW, in the previous 12-month period.
- **MW** – a measure of demand for power; 1,000,000 watts.
- **PUC** – Public Utility Commission of Texas.

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- **REP** – Retail Electric Provider. An entity licensed by PUC to offer and supply electric generation services. A REP buys wholesale electricity, delivery service, and related services, prices electricity for customers, and sells electricity at retail. Under this Agreement your REP is APG&E.
- **Renewable Portfolio Standards (“RPS”) Costs** – means the costs associated with meeting renewable portfolio standards at the levels required by currently applicable law.
- **Small Commercial** – non-residential customer with peak demand in previous 12-month period of less than 50 kW.
- **Taxes** – any and all taxes and fees imposed on purchase or sale of electricity by any Governmental Authority. Customer will be responsible for, pay, and indemnify APG&E for all Taxes hereunder where not already included in Contract Price on Schedule A, whether imposed on Customer or APG&E. APG&E may collect such Taxes from Customer by increasing APG&E’s charges for such Taxes.
- **Transmission Costs or TDSP Charges** – charge for Network Integration Transmission Service (“NITS”) and Transmission Enhancement Charges (“TEC”), each as identified in the applicable Open Access Transmission Tariff (“OATT”) for the provision of transmission service by ISO within Utility’s service territory.
- **Utility** – utility providing facilities for the jurisdictional transmission and distribution of electricity to retail customers. Also referred to as a Transmission and Distribution Service Provider (“TDSP”).
- **Utility and PUC Charges** – charges or surcharges from a Utility arising from or related to and including but not limited to (i) transmission and distribution of electricity (other than Network Integration Transmission Service), (ii) stranded or transition costs and any other similar types of costs, and (iii) system reliability, rate recovery, future payback of under-collections, amortization of above market purchases or energy load repurchases, public purpose programs and all similar items.
- **Voluntary Renewable Energy Credits (“RECs”)** – renewable energy sold by APG&E will be supplied from a variety of renewable generating sources including but not limited to wind, solar, biomass, or small hydro generators. APG&E will ensure that the appropriate number of RECs are retired to authenticate the amount of renewable energy purchased by Customer.

CONTACT INFORMATION	
APG&E Contact Information:	APG&E Entity and License #
Customer Service Hours: Mon–Thu 9am–8pm ET / 8am–7pm CST; Fri 9am–6pm ET / 8am–5pm CST; Sat 10am–2pm ET / 9am–1pm CST Phone: 1-877-544-4857 (toll free) E-mail: customer@apge.com 6161 Savoy Drive, Suite 500, Houston, TX 77036 General Office Hours: 8am - 5pm Mon-Fri (CST) Website: www.apge.com	AP Gas & Electric (MD), LLC MPSC Certificate #IR-2231
	AP Gas & Electric (NJ), LLC NJBPU License #ESL-0112
	AP Gas & Electric (NY), LLC NY PSC License # 6023AP
	AP Gas & Electric (OH), LLC PUCO License #12-541E(1)
	AP Gas & Electric (PA), LLC PAPUC License #A-2010-2192731
	AP Gas & Electric (TX), LLC PUCT License #10105
EMERGENCY SERVICE: In the event of an electric outage, service interruption, or other emergency, the Customer should immediately contact the local Utility, listed below.	
State of Texas	
ONCOR ELECTRIC DELIVERY 1-888-313-4747 CENTERPOINT ENERGY 1-800-332-7143 AEP TEXAS NORTH and AEP TEXAS CENTRAL (WTU, CP&L) 1-877-373-4858 TEXAS NEW MEXICO POWER 1-888-866-7456	Public Utility Commission of Texas (“PUCT”) Office of Customer Protection, P.O. Box 13326, Austin, TX 78711-3326 Phone: (512) 936-7120 or in Texas (toll free) 1-888-782-8477; TTY (512) 936-7136, and Relay Texas (toll free) 1-800-735-2989 Fax: (512) 936-7003 E-mail: customer@puc.state.tx.us Website: www.puc.state.tx.us



Letter of Authorization for the Request of Historical Usage Information Form

Date: _____ Expiration Date/Unlimited: _____

Select Transmission and/or Distribution Service Provider (TDSP) (Required: Select the TDSP the request applies to.)

- Oncor
- CenterPoint Energy
- Sharyland
- AEP
- TNMP
- Nueces

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 **AP Gas & Electric (TX), LLC**. This information request shall be limited to no more than the most recent 12-month period of service. If the Electric Service Identifiers (ESI ID(s)) are metered using an Interval Data Recorder (IDR), 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 using Retail Market Guide Section 9, Appendices, Appendix B4, Transmission and/or Distribution Service Provider Response to Request for Historical Usage, to:

E-mail: _____

If an attachment is used, please use a separate attachment per TDSP with the ESI IDs that are specific to a TDSP. The TDSP will reject submitted ESI IDs that are not located within the TDSP's territory.

Service Address

ESI ID Number (found on bill)



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) 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)



Direct Debit Authorization

PLEASE RETURN EXECUTED DOCUMENT TO:
customer@apge.com, or FAX: 888-456-2085, or by Mail:
 APG&E, 6161 Savoy Drive, Suite 500, Houston, TX 77036

This written authority is to remain in full force and effect until APG&E and depository named below have received written notification from either party of its termination in such time and in such manner as to afford APG&E and depository named below a reasonable opportunity to act upon it.

New Authorization

This is a change to an existing Authorization

Customer Name:	Date:
LDC/ESI-ID or Account No(s):	
Signature 1:	Printed Name:
Signature 2 (if joint account):	Printed Name:
Email Address:	Phone No:

I (we) hereby authorize APG&E to initiate debit entries to my (our) Checking or Credit Account indicated below and the depository named to debit the same such account.

Method of Direct Debit: Checking Account* Credit Card (Visa, Master Card or Discover)

Name on Checking Account:	Bank Name:
Transit Routing No:	Bank Account No:
Billing Address for Checking Account:	City, State and Zip:

Name on Credit Card (Master Card or Visa) :	Credit Card No:
Expiration Date:	CID (Validation Code on back of card)
Billing Address for Credit Card:	City, State and Zip:

***PLEASE INCLUDE COPY OF VOIDED CHECK FOR ELECTRONIC FUNDS TRANSFER**

TEXAS EXEMPTION CERTIFICATE

The undersigned hereby claims exemption from payment of taxes under V.T.C.A., Tax code, Title 2, Subtitle E, Chapter 151 for the purchase of electrical energy described below or on attached order or invoice which is made a part hereof, and will be purchased from AP Gas & Electric (TX), LLC, 6161 Savoy Drive, Suite 500 Houston, Texas 77036.

PLEASE MARK THE REASON FOR CLAIMING THIS EXEMPTION BELOW.

() Residential use (100%) by an individual. Specify (e.g. house, apartment, nursing home) _____.

Residential use by an apartment owner/manager of electricity used less than 100% but more than 50% in a multi-dwelling unit. (If more than one address qualifies, attach list).

() Cotton Gin – Electricity used less than 100% but more than 50% for processing in a cotton gin.

() Purchase by exempt organization that has or could obtain a letter of exemption from the State Comptroller. Specify type _____.

() Electricity used 100% in exploring for, production, or transportation of material extracted from the earth.

() Agricultural / Timber – Electricity used 100% in dairy or poultry operation or pumping water for farm and ranch irrigation. Ag/Timber number _____.

() Electrical processes – Electricity used 100% in electroplating, electrolysis, or cathodic protection.

() Rolling stock – Electricity used 100% in operation of locomotives and trains.

() Direct pay tax permit – Permit number _____.

() Resale – Electricity purchased for resale – Sales tax permit number _____ Name of state, if not Texas _____.

Manufacturing – Electricity used 100% in powering exempt manufacturing equipment and/or in lighting, cooling or heating a manufacturing area during the actual manufacturing of tangible personal property for sale.

Predominant Use – Electricity purchased through a single meter that is used less than 100% but more than 50% in the processing or manufacture of tangible personal property for sale in the regular course of business OR another nontaxable purpose.

() Other, specify reason _____.

COMPLETE THE FOLLOWING ONLY IF YOU CHECK PREDOMINANT USE ABOVE *

1. A valid and complete study has been performed which shows that _____% of electricity purchased through a single meter is used in the processing or manufacture of tangible personal property for sale in the regular course of business OR another nontaxable purpose (specify) _____.

2. Affix seal of registered engineer on the face of or to this certificate,

or complete the following:

I, _____ having an engineering degree from an accredited engineering college, certify the accuracy of the above-mentioned utility study.

SIGNED BY: _____

I agree to be liable for payment of the Limited Sales and Use Tax if the electricity is used in some other manner than that listed above. The tax will be based on the price paid for the electrical service. I also agree to allow APG&E to credit sales tax refunds on a future bill, if required. A person commits a criminal offense if they intentionally present a fraudulent exemption certificate resulting in a misdemeanor or felony, dependent upon the amount of tax avoided by use of the exemption certificate. If resale is claimed, I certify that the purchaser is engaged in the business of selling electricity.

SIGNED BY: _____ DATE SIGNED: _____

CONTACT PERSON: _____ PHONE NUMBER: _____

ACCOUNT NUMBER (S): _____ OR ESIID NUMBER (S): _____
(Attach separate list if necessary) (Attach separate list if necessary)

SERVICE ADDRESS: _____
(Attach separate list if necessary)

CUSTOMER NAME ON ACCOUNT: _____
If signed by agent or other representative a Power of Attorney must be included.



Proxy Meter Usage Form – Residential and Small Commercial

	Meter #1	Meter #2
1. Business Name		
2. ESI ID / LDC #		
3. Is this meter active? If not, please answer a. & b.:	Yes <input type="checkbox"/> / <input type="checkbox"/> No	Yes <input type="checkbox"/> / <input type="checkbox"/> No
a. Service Start Date		
b. Date usage expected to reach 100%		
4. Type of operation(s) behind the meter.	<input type="checkbox"/> Apartment Complex <input type="checkbox"/> Manufacturing <input type="checkbox"/> Warehouse (non or refrigerated) <input type="checkbox"/> Retail <input type="checkbox"/> Religious <input type="checkbox"/> Grocery <input type="checkbox"/> Convenience <input type="checkbox"/> Hotel or Motel <input type="checkbox"/> Office <input type="checkbox"/> Restaurant <input type="checkbox"/> Clinic <input type="checkbox"/> Hospital <input type="checkbox"/> Car Wash <input type="checkbox"/> Health Club <input type="checkbox"/> Other: _____	<input type="checkbox"/> Apartment Complex <input type="checkbox"/> Manufacturing <input type="checkbox"/> Warehouse (non or refrigerated) <input type="checkbox"/> Retail <input type="checkbox"/> Religious <input type="checkbox"/> Grocery <input type="checkbox"/> Convenience <input type="checkbox"/> Hotel or Motel <input type="checkbox"/> Office <input type="checkbox"/> Restaurant <input type="checkbox"/> Clinic <input type="checkbox"/> Hospital <input type="checkbox"/> Car Wash <input type="checkbox"/> Health Club <input type="checkbox"/> Other: _____
5. Are we serving a meter with similar consumption? (If YES, please provide the ESI ID/LDC #)	Yes <input type="checkbox"/> / <input type="checkbox"/> No	Yes <input type="checkbox"/> / <input type="checkbox"/> No
6. Please note the current status of the space.	Under Construction Vacated Occupied % of full capacity	Under Construction Vacated Occupied % of full capacity
7. Square footage of facility		
8. Days and Hours of Operation		
9. Is the space air conditioned?	Yes <input type="checkbox"/> / <input type="checkbox"/> No	Yes <input type="checkbox"/> / <input type="checkbox"/> No
10. Any special equipment/machines?	Yes <input type="checkbox"/> / <input type="checkbox"/> No	Yes <input type="checkbox"/> / <input type="checkbox"/> No
A. If yes, please note type here		
11. Estimated annual kWh usage		
12. Estimated peak kW		
13. Electric / Gas Heat		

Is there anything else unique about the load that you would like to note? Please do so below: