REVISION DATED 09/04/2007



Time Sensitive Document

REVISED Offer and Strike Price Sheet *Pool 11*



Retail Electricity Provider (REP): General Land Office (GLO)

| EFS Member | Brackett Independent School District | | | | | |
|---------------|--------------------------------------|--|--|--|--|--|
| Address: | PO Box 586 | | | | | |
| | Brackett, TX 78832-0586 | | | | | |
| Contact Name: | Ms Paula Renken | | | | | |
| Phone: | 830-563-2491 | | | | | |
| Fax: | 830-563-9264 | | | | | |
| Email: | paular@brackett k12 tx us | | | | | |

Program Ierm: Commencing the monthly meter read in January 2008 at the Price and Ierm selected below

NOTE: INITIAL ONLY ONE OPTION FOR PRICE AND IERM.

Option A [EFS Member's acknowledgement: initials: ____] REVISED Fixed Price: \$0.08326 cents per kWh Ierm: 16 months, ending the first meter read after April 30, 2009 Expiration: This Offer and Strike Price sheet expires November 16, 2007

Option B [EFS Member's acknowledgement: initials: _____] Fixed Price with Blend and Extend

Pricing Period 1:

REVISED Fixed Price: **\$0.08520** cents per kWh Ierm: 28 months, ending the first meter read after April 30, 2010 Expiration: This Offer and Strike Price sheet expires November 16, 2007.

Pricing Period 2

REVISED Fixed Price: **\$0.08443** cents per kWh Ierm: 12 months, beginning first meter read in May 2010 until first meter read after April 30, 2011 Expiration: Ihis Offer and Strike Price sheet expires January 15, 2010

Option C [EFS Member's acknowledgement: initials: _____] REVISED Fixed Price: \$0.08635 cents per kWh Ierm: 60 months, ending the first meter read after December 31, 2012 Expiration: This Offer and Strike Price sheet expires November 16, 2007

IDSP: AEP

{00071170.2 / 2000-T0169} Interlocal Cooperation Contract - Energy For Schools-Revised 09/04/07 Brackett Independent School District_072707 1-624O95

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EFS Member must execute REVISED Offer and Strike Price Sheet by September 10, 2007, 4:00 PM.

Fax executed document to EFS at 281-647-7754

First Strike Period: Options A, B (First Pricing Period) and C

Start September 11, 2007

Expiration 4 00 PM CST on November 16, 2007

Second Strike Period: Option B Second Pricing Period

Start: September 11, 2007

Expiration 4 00 PM CST on January 15, 2010

GLO and EFS Member have agreed to execute this REVISED Offer and Strike Price Sheet evidencing the Price that the parties desire to obtain on or before November 16, 2007 for the Term(s) stated above. In order for the Program Term to commence with respect to all of EFS Member's Customer Locations on the date as indicated above, the Contract Price must be less than or equal to the Strike Price referenced above.

If GLO is able to purchase the Electricity at or below the Strike Price before the expiration of the applicable Strike Period, EFS/GLO will notify the EFS Member in writing as soon as practicable. Such written confirmation will establish EFS Member's Contract Price with respect to all of the Customer Locations for the Term as indicated.

If the applicable Strike Period expires without the associated Strike Price being met, EFS Member and GLO may agree upon another Strike Price and Strike Period by executing a subsequent Offer and Strike Price Sheet containing the updated Strike Price and Strike Period.

EFS Member shall neither solicit nor accept price quotations from any competitor of GLO's, for the supply of Electricity until the expiration of the final Strike Period. If GLO is able to meet the Strike Price at any time during the Strike Period listed above, the terms of the Offer and Strike Price Sheet executed by the parties shall control.

EFS Member acknowledges that by executing this REVISED Offer and Strike Price Sheet, subject to the terms herein, EFS Member is authorizing GLO to purchase Electricity on EFS Member's behalf and EFS Member is agreeing to pay for the Electricity provided by GLO.

The Strike Price, which shall become the Contract Price for Program Term, includes Energy, Capacity, Ancillary Services, ERCOT administrative fees, renewable energy costs as required by law, congestion charges, line losses, and other associated costs

IDSP Charges and Discretionary Service Fees assessed by IDSP will be passed through to EFS Member in addition to the Contract Price In the event regulatory changes create additional costs not currently included in the Contract Price or increases to the cost components of the Contract Price, which the EFS Member would be subject to regardless of whether the EFS Member was receiving service from GLO, the TDSP or any other

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provider of electric service ("Incremental Charge"), and GLO is unable to mitigate such Incremental Charge, then GLO shall pass through such Incremental Charge to EFS Member above the Contract Price.

EFS Member represents that all active Customer Locations located in the IDSP service territories served by GLO are included in this Contract and listed on the attached Appendix A

EFS Member agrees to provide at least thirty (30) days notice prior to adding a new Customer Location to its service or deleting a Customer Location as a result of a sale or closure of the Customer Location that could impact its electric load during the Program Term by completing and submitting to EFS the New Construction Form. A new Customer Location added will be governed by the Contract Price in effect for the applicable Term EFS Member agrees to purchase all incremental load for Customer Locations in TDSP service territories served by GLO through the EFS Aggregation Program during the Program Term as stated herein

Energy for Schools ("EFS") has entered into an Interlocal Cooperation Contract with GLO pursuant to which GLO has agreed to provide Electricity for the EFS Members in the EFS Aggregation Program. By signing this Offer and Strike Price Sheet, EFS Member agrees to accept the benefits of and be bound by the terms of the Interlocal Cooperation Contract, as amended from time to time, the applicable rules of the Public Utility Commission of Texas and the rules and regulations of the EFS Aggregation Program.

EFS Member, EFS, GLO, and Reliant Energy Power Services, LLC individually represent and warrant that each has the full right, power and authority to execute this Offer and Strike Price Sheet

Accepted And Agreed To:

EFS MEMBER Brackett Independent School District

| By: | Date: | | | | |
|---|------------|--|--|--|--|
| GLO | | | | | |
| By: | Date: | | | | |
| ENERGY FOR SCHOOLS | | | | | |
| Ву: | Date: | | | | |
| SOLUTIONS: RELIANT ENERGY POWER SER | VICES, LLC | | | | |
| By: David Roylance Vice President | Date: | | | | |
| {00071170.2 / 2000-10169} | | | | | |

Interlocal Cooperation Contract - Energy For Schools-Revised 09/04/07 Brackett Independent School District_072707 1-624095

<u>Appendix A</u>

| # | CUSTOMER LOCATION ADDRESS | CUSTOMER LOCATION ADDRESS | СПА | S I | ZIP | IDSP | ESID | COMMENCE- MENT DATE |
|-----|------------------------------|------------------------------|---------------|------------|-------|------|-------------------|------------------------|
| 1. | Brackett ISD | 505 1/2 S ANN ST | BRACKETTVILLE | TX | 78832 | AEP | 10032789414864741 | 1/1/2008 |
| 2. | Brackett ISD | 200 W 1ST ST FIELD HSE | BRACKETTVILLE | ТΧ | 78832 | AEP | 10032789432029261 | 1/1/2008 |
| 3. | Track Field/Concession | HIGHWAY 334 | BRACKETTVILLE | TX | 78832 | AEP | 10032789407694045 | 1/1/2008 |
| 4. | Brackett ISD | 400 ANN ST | BRACKETTVILLE | ΤX | 78832 | AEP | 10032789478123501 | 1/1/2008 |
| 5. | Brackett ISD | 400 ANN ST CONCESSION | BRACKETTVILLE | TX | 78832 | AEP | 10032789485796141 | 1/1/2008 |
| 6. | Brackett ISD | 505 S ANN ST | BRACKETTVILLE | ΤХ | 78832 | AEP | 10032789423287421 | 1/1/2008 |
| 7. | Brackett ISD | 400 S ANN ST LIB | BRACKETTVILLE | TX | 78832 | AEP | 10032789424829810 | 1/1/2008 |
| 8. | Brackett ISD | 400 S ANN ST | BRACKETTVILLE | ТΧ | 78832 | AEP | 10032789497524541 | 1/1/2008 |
| 9. | Brackett ISD | E FULTON ST | BRACKETTVILLE | ΤХ | 78832 | AEP | 10032789495986190 | 1/1/2008 |
| 10. | Brackett ISD | 400 ANN ST | BRACKETTVILLE | TX | 78832 | AEP | 10032789496428630 | 1/1/2008 |
| 11. | Brackett ISD | 400 ANN ST FTBL FLD | BRACKETTVILLE | ΤХ | 78832 | AEP | 10032789438213142 | 1/1/2008 |
| 12. | Brackett ISD | 704 N ANN ST | BRACKETTVILLE | TX | 78832 | AEP | 10032789415137462 | 1/1/2008 |
| 13. | Brackett ISD | 300 N ANN ST | BRACKETTVILLE | TX | 78832 | AEP | 10032789468383841 | 1/1/2008 |
| 14. | Brackett ISD | 400 ANN ST LIGHTS | BRACKETTVILLE | ТХ | 78832 | AEP | 10032789443003662 | 1/1/2008 |
| 15. | Brackett ISD | 200 W 1ST ST FIELD HSE | BRACKETTVILLE | ΤХ | 78832 | AEP | 10032789432029260 | 1/1/2008 |
| 16. | Brackett ISD | 505 1/2 S ANN ST | BRACKETTVILLE | ΤХ | 78832 | AEP | 10032789414864740 | 1/1/2008 |
| 17. | Brackett ISD | 400 ANN ST S-BLL CONC | BRACKETTVILLE | ΤХ | 78832 | AEP | 10032789476615770 | 1/1/2008 |
| 18. | Brackett ISD | 506 N SWEENEY | BRACKETTVILLE | ΤХ | 78832 | AEP | 10032789455119575 | 1/1/2008 |
| 19. | Brackett ISD | 105 N ANN ST | BRACKETTVILLE | ΤX | 78832 | AEP | 10032789486985857 | 1/1/2008 |