

This Commercial Electricity Service Agreement, including all of the Attachments, Schedules, and Exhibits attached hereto and incorporated herein for all purposes (collectively, the "Agreement"), is entered between Direct Energy Business, LLC ("DE") and Lamar CISD ("Customer"). DE and Customer may hereinafter be referred to individually as a "Party" or collectively as the "Parties".

## **SECTION 1: RETAIL ELECTRIC SALES AND SERVICES**

**1.1 Appointment (a) Scope.** Customer appoints DE as its Retail Electric Provider ("REP") for the ESI ID(s) included in the Offer Sheet(s) as part of this Agreement. Specifically, upon execution of an Offer Sheet, Customer authorizes DE to: (i) act as Customer's REP for all purposes; and (ii) provide all the services required of a REP including, without limitation, procuring, scheduling and causing to be delivered electricity throughout the Term of this Agreement to each of the ESI ID(s), subject to the terms and conditions of this Agreement. Other than those duties specified in this Agreement, this appointment does not impose any other duties on DE.

**(b) Offer for Electric Service.** From time to time, Customer shall receive in connection with this Agreement one or more offer sheets reflecting various pricing and term options related to the electric service provided hereunder (each referred to as an "Offer Sheet" or an "Attachment B"). Such Offer Sheets may be transmitted to Customer via facsimile, hand-delivery, or electronically. Customer shall execute and return one Offer Sheet to DE prior to the expiration date. Such Offer Sheet shall constitute an offer by Customer to DE. The Offer Sheet shall be deemed accepted by DE and this Agreement shall be effective upon the earlier of (a) DE notifying Customer in writing of DE's acceptance of Customer's offer or (b) any action by DE to purchase a physical or financial hedge for all or a portion of the electric energy covered by the Offer Sheet (the "Effective Date"). Acceptance by DE under option (b) shall be promptly followed by written notification. Upon acceptance of the Offer Sheet by DE, the Offer Sheet shall constitute a part of and be deemed incorporated into this Agreement. Customer shall have no obligation to purchase and DE shall have no obligation to provide electricity unless and until an Offer Sheet is executed by Customer and deemed accepted by DE.

**1.2 Agreement to Purchase.** Upon execution of an Offer Sheet, Customer agrees to purchase and receive from DE throughout the Term, all of Customer's electricity requirements, net of On-Site Generation, for each of the ESI ID(s), consistent with the terms of such Offer Sheet and except as otherwise provided in this Agreement. If DE should fail to deliver sufficient quantities of electricity to the TDSP for delivery to Customer or should fail to schedule the delivery of sufficient quantities of electricity (collectively, a "Scheduling Failure"), the Parties recognize and agree that (i) the TDSP, in accordance with its responsibilities and its tariff, is obligated to deliver sufficient electricity to satisfy Customer's needs and (ii) DE shall settle with ERCOT, at no additional cost or expense to Customer, with respect to the purchase of electricity necessary to cover any Scheduling Failure.

**1.3 Term.** DE will provide retail electric service to each ESI ID during the period beginning on the Expected Start Month set forth in the Offer Sheet until the final meter reading that occurs on or after DE has provided retail electric service in connection with such ESI ID for the number of full calendar months set forth in the Offer Sheet (such period, the "Term"). Customer and DE agree that the Term may include a partial calendar month in addition to the number of months set forth in the Offer Sheet as a result of variations in the timing of the Expected Start Month as described in this Section 1.3. DE will use best efforts to cause the Actual Start Date for each ESI ID to occur during the Expected Start Month set forth in the Offer Sheet, as long as the completed Offer Sheet (as determined by DE) is received by DE eight (8) Business Days prior to such Expected Start Month. This Agreement may be terminated without penalty at the end of the Term or any month-to-month renewal period by either Party upon providing the other Party with thirty (30) days prior written notice.

**1.4 Renewals.** If service continues beyond the Term on a month-to-month basis, the ESI ID(s) will continue to be served under the same terms as this Agreement except that the Energy Price will be the greater of: (i) the Energy Price as set forth in Section 2.1 below, or (ii) the aggregate weighted average of the Market Rate (as defined herein) as determined for all of the ESI ID(s) and their applicable Congestion Zones and Settlement Intervals, for as long as service continues plus any applicable fees or pass-through items. If Customer has not switched from DE to another supplier at the expiration of the Term, DE shall serve Customer at the rate set forth in this Section.

### **1.5 Modifications to ESI IDs.**

**(a) Notice of Changes to ESI IDs.** The Parties will work together in good faith during the Term to reasonably accommodate and assist Customer with the management of its electricity needs. Customer shall provide written notice to DE of a proposed change of any of the following during the Term of this Agreement that occur as a result of an operational decision made by Customer related to the opening, closure, or sale of a facility owned or leased by Customer: (i) when Customer desires to add one or more new, metered ESI IDs to a particular Offer Sheet made part of this Agreement; (ii) when Customer desires to delete one or more ESI IDs from a

particular Offer Sheet made part of this Agreement, or (iii) when Customer otherwise seeks to modify the ESI ID information set forth in an Offer Sheet made part of this Agreement. Customer's notice to DE shall include a revised list of ESI IDs reflecting all proposed changes to Customer's ESI ID(s). DE shall use commercially reasonable efforts to promptly take all actions necessary to implement Customer's proposed changes to its ESI IDs, including providing all required notices to ERCOT in accordance with the procedures set forth in this Section 1.5 as well as the entire Agreement.

**(b) Addition/Deletion Allowance.** DE shall calculate the total, aggregate expected usage of all of the Cooperative Members that are Customers of DE based upon their forecasted usage at the time of the execution of the respective CESA(s) ("Pooled Usage"). As Customers add or delete ESI IDs in accordance with this Section 1.5, DE shall calculate on an ongoing basis the total, aggregate, net effect of such ESI ID changes to the Pooled Usage ("Net Change in Usage"). Customer shall be permitted to add an ESI ID at the Energy Price contained in the Customer's Offer Sheet or delete an ESI ID without a liquidation payment if all of the following conditions are met: (i) any addition is a new, metered ESI ID not previously served by another REP and/or any deletion is due to a closure, sale or lease of the facility, and (ii) in DE's reasonable judgment, the addition or deletion of Customer's ESI ID(s) does not result in the Net Change in Usage (including Customer's proposed ESI ID addition or deletion) being greater than 105% or less than 95% of the Pooled Usage ("Usage Allowance"). If Customer's proposed ESI ID addition or deletion does not meet all of these conditions, then DE will provide written notice to Customer and work with Customer in good faith to consider the impact of and costs related to Customer's proposed ESI ID changes. In such event, DE shall offer in writing an Amendment to an Offer Sheet which includes a new Energy Price for the quantities of electricity that are in excess of the Usages Allowance and/or a calculation of the Customer Early Termination Fee for ESI ID deletions that are outside of the Usage Allowance. Customer understands and acknowledges that the Usage Allowance is affected by all Customers and that the percentages set out in this paragraph apply to the Pooled Usage in its entirety, not to Customer's individual usage.

**(c) Reporting.** Amendments to an Offer Sheet that add or remove Customer's ESI ID(s) as a result of changes made pursuant to this Section 1.5 that are outside the Usage Allowance shall be provided to Customer by DE and shall include any new Energy Price or Customer Early Termination Fee. Customer shall indicate its acceptance of such Amended Offer Sheet by executing the Amended Offer Sheet. Upon execution, such Amendments will be deemed incorporated into this Agreement and effective on the Effective Date of each ESI ID(s) added to this Agreement and the date on which retail electric service for any ESI ID removed from this Agreement is transferred to another REP, as applicable. DE shall, upon request, make available to Customer and TASB periodic reports regarding the regulatory and billing status of any changes to the ESI ID(s).

**1.6 On-Site Generation.** If Customer plans to install On-Site Generation, then it shall use commercially reasonable efforts to provide written notice to DE forty-five (45) days prior to the On-Site Generation coming on-line. Such notice shall include the planned primary purpose for the On-Site Generation (for example, emergency use only, peak shaving, firm source of electricity), the planned reduction in usage, if any, from historical usage, and the nameplate capacity as provided by the generation vendor. Notwithstanding the above, failure to provide notice as set forth above will not constitute an event of default by Customer. If Customer, either directly or through a third party, installs and consumes electricity at its ESI IDs from On-Site Generation after executing an Offer Sheet, then for the remainder of the Term, DE may collect on an annual basis a Hedge Reimbursement Charge from Customer only if the Customer's total energy usage aggregated for all of its facilities for such annual period is reduced by more than thirty (30%) from the Customer's aggregated historical usage for the twelve (12) months immediately preceding the operation of the On-Site Generation, and such usage reduction is primarily attributable to the operation of the On-Site Generation. The "Hedge Reimbursement Charge" is an amount calculated at the end of each 12-month period after Customer begins receiving energy from On-Site Generation until the end of the Term by (i) subtracting Customer's aggregated actual usage for such 12-month period from Customer's aggregated historical usage for the twelve (12) months immediately preceding the operation of the On-Site Generation and (ii) multiplying the resulting amount by the positive difference, if any, between the Energy Price as set forth in the Offer Sheet and the then current wholesale market price for energy plus all Electricity Related Charges for similarly situated customers.

## **SECTION 2: RETAIL ELECTRIC ENERGY SERVICE CHARGES**

**2.1 Energy Price.** The Energy Price to be paid by Customer for Actual Usage and the description of what it includes shall be as specified on an Offer Sheet. Customer acknowledges and agrees that TASB is a Class 2a Aggregator and Electricity Broker that acts on behalf of the TASB Energy Cooperative and represents Customer.

**2.2 Additional Pass-Through Charges.** Customer acknowledges that the Energy Price(s) does not include the pass-through charges which are identified on the applicable Offer Sheet. Such charges will be passed through to Customer to be paid by Customer and identified separately on Customer's bill with no mark up. All charges are exclusive of Taxes.

**2.3 Tax Exempt Status.** If Customer is exempt from the payment of any Taxes, it will provide DE with all required exemption certificates. Until Customer does so, DE is not allowed to and shall not recognize any exemption and it will not be required to refund or credit previously paid Taxes unless the taxing entity sends the refund to DE. DE will, however, assign to Customer any applicable

claims for refund.

**2.4 Price Redetermination ("Blend & Extend").** Either DE, TASB or Customer may request to renegotiate the Energy Price set forth in Section 2.1 to reflect then-current market conditions subject to a mutually agreeable extension of the Term of this Agreement. This section 2.4 shall not be construed as requiring either Party to modify the Terms of this Agreement as to the Energy Price or Term, and any such modifications of the Energy Price or Term shall not be effective unless evidenced in writing and executed by both Parties.

### **SECTION 3: BILLING AND PAYMENT**

**3.1 Billing and Payment.** DE will invoice each Customer account on a monthly basis on a consolidated basis for all ESI IDs. A summary bill for all accounts and detailed information for each account shall be provided. DE and Customer acknowledge that the Prompt Payment Act, codified at Texas Government Code Section 2251.021, applies to this Agreement. Customer will remit payment within thirty (30) days of receiving the invoice or later if authorized by such statute. The invoice amount will be based on actual data provided by ERCOT and the TDSP. If ERCOT or the TDSP does not provide actual data in a timely manner, DE may use estimated data to calculate Customer's invoice and, upon receipt of actual data, reconcile the charges and adjust them as needed in subsequent invoices.

**3.2 Late Fees, Interest on Overdue Payments, Invoice Disputes.** If Customer fails to remit all undisputed amounts on or before the due date, interest will accrue on any due and unpaid amounts from the date the monies were owed at a rate of one percent (1%) per month, or the highest rate permitted by law, whichever is less. If Customer in good faith disputes some portion of an invoice it will provide DE, within twenty (20) days of the invoice date, a written explanation specifying the amount in dispute and the reason for the dispute. If timely notice is not given, all amounts will be owed by the due date. Notwithstanding the above, if Customer notifies DE of a dispute with an invoice, regardless of whether Customer has already paid the invoice, DE shall make available to Customer, during normal business hours, records in DE's possession reasonably necessary for Customer to determine the accuracy of the invoice; and Customer may request an adjustment or correction of an invoice as long as written notice of such dispute is received within twelve (12) months after the due date of the invoice in dispute. Furthermore, DE shall have no more than ninety (90) days from the date of an invoice to invoice any adjustment or correction to it which results in a higher amount due from Customer. Consistent with section 3.1 above, the foregoing limitation does not apply to any invoice correction(s) or back-bill(s) that are made due to any action or inaction of any other entity, including but not limited to ERCOT or the applicable TDSP. In all cases, DE and Customer will use good faith efforts to resolve any dispute. In the event the Parties are unable to resolve the dispute within ten (10) days of the notice date, either Party may begin legal proceedings to resolve the dispute. Any amounts determined owed will be paid within three (3) days after the decision.

**3.3 Cooperative Fee** Customer acknowledges and agrees that during the Term of this Agreement DE is responsible for paying to the TASB Energy Cooperative ("Cooperative") or its designee an aggregation and administrative fee ("Cooperative Fee"). The Cooperative Fee is included in the Energy Price. The amount of the Cooperative Fee is determined annually based upon a review of total electricity usage generating from Cooperative Members for a Cooperative fiscal year and other factors. The Cooperative will notify Customer annually of the Cooperative Fee received from DE and the portion of the total Cooperative Fee that was included in Customer's Energy Price during that year.

### **SECTION 4: CUSTOMER INFORMATION, CREDIT AND DEPOSITS**

**4.1 Customer Information.** By entering into this Agreement and appointing DE as Customer's agent for the purposes below only, Customer authorizes DE to obtain from Customer's TDSP, and does further authorize Customer's TDSP to release to DE, certain information that DE may need to provide Customer's electric service, including Customer's address, telephone number, account numbers, historical usage information, and historical payment information.

**4.2 Deposits and Other Security.** Either Party ("Providing Party") may be required by the other Party ("Requesting Party") to provide a deposit (or additional deposit if an initial deposit was also required), letter of credit, or other form of credit assurance reasonably acceptable to the Requesting Party in an amount acceptable to the Requesting Party, which, if Customer is the Providing Party, will not exceed 90 days of accounts receivable plus mark to market exposure and if DE is Providing Party, will not exceed mark to market exposure (both assessments of mark-to-market exposure as determined by REP in a commercially reasonable manner) (each a "Performance Assurance") within three (3) business days of the request, during the Term of this Agreement if: (i) the Requesting Party determines in its reasonable discretion that there has been a material adverse change in the Providing Party's (or its parent company) credit status or financial condition (including, if applicable, its credit or bond rating being lower than BBB- from Standard and Poor's or Baa3 from Moody's Investor Service); or (ii) Customer has been delinquent in paying the electric bill more than twice during the past 12 months. Any Performance Assurance, less any outstanding balance owed by such Providing Party, will be returned to the Providing Party no later than twelve (12) months after (1) the Providing Party's credit or financial condition returns to its condition as of the date of execution of this Agreement or to a credit or bond rating of BBB-, whichever occurs

earlier and (2) the Providing Party has paid all outstanding balances and makes all payments within the dates set forth in this Agreement.

## **SECTION 5: EARLY TERMINATION**

**5.1 Cancellation for Material Change to Program, Market, Usage, or Equipment.** In the event a judicial decision, order, new law or regulation, or change in any Applicable Law alters the fundamental market structure in ERCOT (including, but not limited to, the imposition of any installed capacity charge, new reliability service, or new ancillary services) after the Effective Date of this Agreement and requires a change in the method by which prices are calculated under this Agreement or materially and directly affects either Party's ability to perform its obligations hereunder (not including economic expectations), then either Party shall have the right to provide written notice to TASB and the other Party regarding such detrimental change. The Parties shall negotiate in good faith a modification to the terms of this Agreement to address the financial impact of the detrimental change. If the Parties are unable to negotiate a modification to this Agreement within thirty (30) days after receipt by a Party of such notice, then either Party shall have the right to terminate this Agreement. In connection with such termination, the Parties will calculate the Customer Early Termination Fee and the DE Early Termination Fee. If the Customer Early Termination Fee is a positive number, Customer will pay DE such amount; if the DE Early Termination Fee is a positive number, DE will pay Customer such amount.

**5.2 Cancellation by Customer for Insufficient Appropriations.** If, during Customer's annual appropriations determination, the applicable governmental authorities do not allocate sufficient funds to allow Customer to continue to perform its obligations under this Agreement ("Appropriations Failure"), then Customer shall have the right to terminate this Agreement upon thirty (30) days advance written notice to DE. Upon expiration of such notice period, Customer shall have the right to terminate this Agreement in full or as to any ESI ID(s) provided that Customer has paid all amounts due to DE under this Agreement, including a Customer Early Termination Fee. Notwithstanding the above, Customer represents and warrants: a) that it reasonably believes that its obligations under this Agreement for its current fiscal year are payable out of current revenues or funds on hand at the date of its execution of this Agreement, and that sufficient funds have been budgeted and appropriated by formal action of Customer's governing body to pay such obligations; and b) that it will use its best efforts each and every year during the Term, to identify, budget and appropriate sufficient funds to pay its obligations under this Agreement, and; c) that if any funds are allocated to it for electricity costs for any of its ESI IDs located in the ERCOT competitive market for all or any portion of the Term, such funds will first be applied to the cost of electricity provided hereunder and that such funds will not be used to pay for electricity from any other provider for the ESI IDs covered under the Agreement.

**5.3 Customer Early Termination Fee.** Except in connection with the closure of a facility associated with an ESI ID pursuant to Section 1.5, or in connection with a Force Majeure Event, if at any time during the Term of this Agreement Customer cancels this Agreement and refuses to accept delivery of electric supply from DE for any or all ESI ID(s), DE shall have the right to charge Customer an Early Termination Fee equal to an amount determined by multiplying the Expected Usage for the remainder of the Term for each ESI ID Customer cancels or refuses to accept delivery of electric supply by the positive difference, if any, between the Energy Price as set forth in Section 2.1 and the current wholesale market price for energy plus all Electricity Related Charges for similarly situated customers ("Customer Early Termination Fee"). In the event that the Customer Early Termination Fee is charged due to a termination of the Agreement due to an Event of Default by Customer under this Agreement, then the Customer Early Termination Fee shall also include DE's reasonable costs, including attorney and consultant fees, incurred in liquidating quantities of electricity purchased for Customer. Customer and DE agree that the provisions set forth in Section 3 relating to Billing and Payment shall apply to the billing, due date, and collection of any Customer Early Termination Fee. Due to the fluctuating market price of electric supply, Customer agrees that the Customer Early Termination Fee herein is a reasonable estimate of the damages due DE for the failure to accept electric supply, and as such is not punitive in nature. This Customer Early Termination Fee shall not apply to any Customer termination of this Agreement for any Force Majeure Event or any other cancellation or early termination allowed to be made without penalty under this Agreement.

**5.4 DE Early Termination Fee.** Except as otherwise provided or excused in this Agreement, including any Force Majeure Event, if at any time during the Term of this Agreement DE cancels this Agreement and refuses to provide delivery of electric supply to Customer for any or all ESI ID(s), Customer shall have the right to charge DE an early termination Fee equal to an amount determined by multiplying the Expected Usage for the remainder of the Term for each ESI ID DE cancels or refuses to provide delivery of electric supply by the positive difference, if any, between (a) the current wholesale market price for energy plus all Electricity Related Charges for similarly situated customers ("DE Early Termination Fee") and (b) the Energy Price as set forth in Section 2.1. In the event that the DE Early Termination Fee is charged due to a termination of the Agreement due to an Event of Default by DE under this Agreement, then the DE Early Termination Fee shall also include Customer's reasonable costs, including attorney and consultant fees, incurred in replacing quantities of electricity purchased from DE. Due to the fluctuating market price of electric supply, DE agrees that the DE Early Termination Fee herein is a reasonable estimate of the damages due Customer for the

failure to deliver the electric supply, and as such is not punitive in nature. This DE Early Termination Fee shall not apply to any DE termination of this Agreement for any Force Majeure Event or any other cancellation or early termination allowed to be made without penalty under this Agreement.

## **SECTION 6: NOTICES**

**6.1 General Notice.** Except as otherwise required by Applicable Law, all notices to be provided under this Agreement shall be deemed to have been duly delivered if hand delivered or sent by United States, certified or registered mail, return receipt requested, postage prepaid, facsimile, or by overnight delivery service. Notice by facsimile or hand delivery shall be effective on the day actually received, notice by overnight United States mail or courier shall be effective on the next business day after it was sent, and notice by U.S. Mail shall be effective on the second day after it was sent. Notices shall be sent to the addresses noted below, or any other address the Party provides to the other Party in writing.

### **Direct Energy**

Attn: Customer Service Manager  
1001 Liberty Avenue  
Pittsburgh, PA 15222  
Phone: (888) 925-9115  
Fax: (412) 394-3388  
Email: TASBservice@directenergy.com

### **Lamar CISD**

Attn: Thomas Randle  
3911 Avenue I  
Rosenberg, TX 77471-3901  
Phone: +1.832.223.0110  
Fax: (281) 341-3557

With a copy to:  
Legal Department  
1001 Liberty Avenue  
Suite 1200  
Pittsburgh, PA 15222

**Monday through Friday 8:00 AM to  
6:00PM  
Eastern Time**

Any notice required to be provided to TASB under this Agreement as a non-party to this Agreement shall be sent to Texas Association of School Boards, Inc. c/o Brian Bolinger; P.O. Box 400; Austin, Texas 78767.

## **SECTION 7: DOES NOT BOYCOTT ISRAEL**

**7.1** To the extent required by Texas Government Code section 2271.002, DE certifies, by executing this Agreement, that DE does not, and will not during the term of this Agreement, boycott Israel.

## **SECTION 8: DEFINITIONS**

**8.1 Definitions.** In addition to the terms defined elsewhere in this Agreement, when used with initial capitalization, whether singular or plural, such capitalized terms shall have the meanings set forth in this Section 8.1. All other capitalized terms used herein but not otherwise defined herein shall have the same meaning as defined in the following documents, with any conflicting definitions contained in such documents being applied herein in the following priority: PURA, the PUCT Substantive Rules, and the ERCOT Protocols.

1. "Actual Start Date" means the date an ESI ID is energized or the date the ESI ID is switched from another REP to DE pursuant to the terms of this Agreement.
2. "Actual Usage" means the actual amount of electric energy (in kWh) used at the ESI ID(s) as determined by the TDSP.
3. "Agreement" shall have the meaning given in the introductory paragraph.
4. "Applicable Law" shall have the meaning given in Section E.11(c) of Attachment A to this Agreement.
5. "Appropriations Failure" shall have the meaning given in Section 5.2.
6. "Code" shall have the meaning given in Section A.3 of Attachment A to this Agreement.
7. "Customer Protection Rules" shall have the meaning given in Section B.3 of Attachment A to this Agreement.
8. "Content" means all text, pictures, icons, sound, music, software, graphics, video, data and any other content, other than Customer Content, included as part of the Web Site.
9. "Cooperative Fee" shall have the meaning set forth in Section 3.3.
10. "Customer" shall have the meaning given in the introductory paragraph.

11. "Customer Content" means all meter data and other information relating the Customer's business and/or facilities which is entered or incorporated into or used by DE in connection with producing the Web Site in order to enable the Customer to make use of the InvoiceAssure Services.
12. "Customer Early Termination Fee" shall have the meaning given in Section 5.3.
13. "DE" shall have the meaning given in the introductory paragraph.
14. "DE Early Termination Fee" shall have the meaning given in Section 5.4.
15. "Default Securitization Charges" are the charges authorized in PUCT Docket 52321 and allocated to Qualified Scheduling Entities and Congestion Revenue Rights Account Holders.
16. "Delivery Charges" means those charges or credits from the TDSP pursuant to its tariff, including, but not limited to: Transmission and Distribution Charges, System Benefit Fund Charge, Nuclear Decommissioning Charge, Competitive Transition Charge, Standard Customer Metering Charge, Customer Charge, Merger Savings and Rate Reduction Credit, Excess Mitigation Credit and Utility Imposed Reactive Power Charges.
17. "Disclosing Party" shall have the meaning given in Section C.1 of Attachment A to this Agreement.
18. "Expected Start Month" means the calendar month in which the REP and Customer expect the first reading of the meter on an ESI ID provided to DE by the TDSP after the TDSP and ERCOT shall have timely performed any required enrollment and cancellation procedures necessary to switch Customer's REP to such ESI ID to DE, as shown on an Offer Sheet.
19. "Electricity Related Charges" is as stated on the applicable Offer Sheet and includes, but not limited to, charges or credits incurred by REP from ERCOT including but not limited to Ancillary Services Charge, Congestion, RUC Charges, voltage support charges, congestion revenue right auction credits, ERCOT Administrative Fee, Renewable Energy Credit Charge, Unaccounted For Energy Charge, Qualified Scheduling Entity Charge, and Imbalance Settlement Charge. Ancillary Service Charges include the costs for increased procurement of Ancillary Services announced by ERCOT on July 1, 2021 (Operations Notice W-B070121-01), August 12, 2021 (Operations Notice W-A081221-01), and as approved by the ERCOT Board December 10, 2021 for calendar year 2022.
20. "Energy Commodity" means the energy and all associated energy losses required to service Customer's ESI IDs under this Agreement.
21. "Energy Price(s)" will be as stated on the applicable Offer Sheet, which if applicable, will be confirmed by REP in writing to Customer, and includes but is not limited to costs associated with all Electricity Related Charges, the Energy Commodity, and the Cooperative Fee.
22. "ERCOT" means the Electric Reliability Council of Texas.
23. "ERCOT Protocols" means the document adopted, published, and amended from time to time by ERCOT, and initially approved by the PUCT, to govern electric transactions in the ERCOT Region, including any attachments or exhibits referenced in the document, that contains the scheduling, operating, planning, reliability, and settlement policies, rules, guidelines, procedures, standards, and criteria of ERCOT, or any successor document thereto.
24. "ESI ID(s)" means the Electric Service Identifiers for of the property service addresses identified on the Offer Sheet to this Agreement, as such list may be modified from time to time as provided in Section 1.5.
25. "Event of Default" shall have the meaning given in Section D.1 of Attachment A to this Agreement.
26. "Expected Usage" means Customer's forecasted monthly electricity usage for each ESI ID for the Term of the agreement, which shall be based upon Customer's historical electricity usage for such ESI ID, as adjusted for changes in Customer's usage that are known or reasonably anticipated during the Term.
27. "Force Majeure Event(s)" shall have the meaning given in Section B.5 of Attachment A to this Agreement.
28. "Hedge Reimbursement Charge" shall have the meaning given in Section 1.6 of this Agreement
28. "kWh" means kilowatt hour.
30. "Market Rate" means one hundred thirty percent (130%) of the RTSPP determined for any delivery period plus any Replacement Reserve Charges ("RPRS") incurred by DE from ERCOT, or, if mutually agreed to between TASB and DE, a fixed price for a specified period that reasonably reflects current market prices as of the time any extension occurs.
31. "Nodal Congestion" means the difference in the price of wholesale electricity between the RTSPP at the load zone for the applicable Customer ESI IDs and the RTSPP at the trading hub in the load zone for the applicable Customer ESI IDs.
32. "Non-Recurring Charges" means any charges imposed by the TDSP or other third parties on a non-recurring basis for services, repairs or additional equipment needed for Customer's electric service.
33. "Offer Sheet" shall mean the document described in Section 1.1(b) of this Agreement.
34. "On-Site Generation" means generation facilities (including solar facilities) or energy storage facilities that are located at Customer's physical address and provide electricity to Customer's corresponding ESI IDs and are either owned and operated by Customer or by a third party, if permitted under Applicable Law.

35. "Party" or "Parties" shall have the meaning given in the introductory paragraph.
36. "Pooled Usage" shall have the meaning given to it in Section 1.5.
37. "PUCT" means Public Utility Commission of Texas.
38. "Real-Time Settlement Point Price" or "RTSPP" means the real-time price for wholesale electricity under the Nodal Market as published by ERCOT for any settlement point in the ERCOT Nodal Protocols, as calculated hourly by DE.
39. "Reliability Unit Commitment" or "RUC" means an ERCOT process in the Nodal Market as described in the ERCOT Nodal Protocols designed to ensure that there is adequate resource capacity committed in the proper locations to serve ERCOT forecasted load.
40. "Receiving Party" shall have the meaning given in Section C.1 of Attachment A to this Agreement.
41. "REP" shall have the meaning given in Section 1.1.
42. "Services" shall mean the account management, invoicing and collection, and customer service functions associated with the provision of retail electricity to Customer by DE.
43. "TASB" means the Texas Association of School Boards, Inc.
43. "TASB Energy Cooperative" or "Cooperative" means an administrative agency of cooperating governmental entities created pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, of which Customer is a member.
45. "Taxes" means all taxes, assessments, levies, duties, charges, fees and withholdings of any kind levied by a duly-constituted taxing authority and all penalties, fines, and additions to tax, and interest thereon that are directly related to the services provided under this Agreement, but does not include the System Benefit Fund fee and fees and charges imposed by ERCOT. By way of example only: Sales Tax, Miscellaneous Gross Receipts Tax, PUCT Assessment Fees and Franchise Fees.
46. "Term" shall have the meaning given in Section 1.3.
47. "TDSP" or "Transmission and Distribution Service Provider" means an entity regulated by the State of Texas, which transmits or distributes electric energy.
48. "Uplift Securitization Charges" are the charges authorized in PUCT Docket 52322 and allocated to Qualified Scheduling Entities representing Load Serving Entities.
49. "Web Site" means the interconnected web pages owned by the Provider that are accessible through the home web page of DE by visiting [www.business.directenergy.com/aem](http://www.business.directenergy.com/aem), and includes all underlying software and the Content.

Attachments:

- Attachment A Terms and Conditions of Service
- Attachment B Offer Sheet

WHEREFORE, the Parties have caused this Agreement to be duly executed; further, each of the undersigned below represent that they have been duly authorized to execute this Agreement by all necessary action and further affirm the representations and warranties as stated in Section A of Attachment A to this CESA and as applicable to the Party.

**Customer:** Lamar CISD

By: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Seller:** Direct Energy Business, LLC

By: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Contract ID: 7075375  
 Internal ID: 00199039



## Terms and Conditions of Service Attachment A

These Terms and Conditions of Service form an integral part of the Commercial Electricity Service Agreement between Customer and DE. In addition to the terms defined elsewhere in this Agreement, when used with initial capitalization, whether singular or plural, such capitalized terms shall have the meanings set forth in Section 8.1 of this Agreement. Customer should thoroughly review the entire Agreement, including these Terms and Conditions of Service, before executing this Agreement.

### A: REPRESENTATIONS AND WARRANTIES

**A.1 Customer's Representations and Warranties.** As a material inducement to entering into this Agreement, Customer hereby represents and warrants to DE as follows: (a) it is a duly organized entity and is in good standing under the laws of Texas; (b) the execution and delivery of the Agreement are within its powers, have been duly authorized by all necessary action, and do not violate any of the terms or conditions in any contract to which it is a party or any Applicable Law; (c) the performance of this Agreement shall be duly authorized by all necessary action and shall not violate any of the terms or conditions in any contract to which it is a party; (d) as of the date sales of electricity by DE to Customer pursuant to this Agreement commence, Customer shall have all regulatory authorizations necessary for it to legally perform its operations and such performance shall not violate any of the terms or conditions in any contract to which it is a party or any law applicable to it; (e) this Agreement constitutes a legal, valid, and binding obligation of Customer enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and other laws affecting creditor's rights generally, and with regard to equitable remedies, subject to the discretion of the court before which proceedings to obtain same may be pending; (f) there are no bankruptcy, insolvency, reorganization, receivership, or other similar proceedings pending or being contemplated by it, or to its knowledge threatened against it; (g) there are no suits, proceedings, judgments, rulings, or orders by or before any court or any government authority that could materially adversely affect its ability to perform the Agreement; and (h) as of the Effective Date and throughout the Term of this Agreement, there is no other contract (other than from On Site Generation) for the purchase of retail electricity by Customer for the ESI ID(s), or, if such a contract presently exists, that it will terminate prior to the delivery of electricity to Customer under this Agreement.

**A.2 DE's Representations and Warranties.** As a material inducement to entering into this Agreement, DE hereby represents and warrants to Customer as follows: (a) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform the Agreement; (b) the execution and delivery of the Agreement are within its powers, have been duly authorized by all necessary action, and do not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any Applicable Law; (c) the performance of the Agreement shall be duly authorized by all necessary action and shall not violate any of the terms or conditions in its governing documents or any contract to which it is a party; (d) as of the date sales of electricity by DE to Customer pursuant to the Agreement commence, DE shall have all regulatory authorizations necessary for it to legally perform its operations and such performance shall not violate any of the terms or conditions in its governing documents, any contract to which it is a party, or any law applicable to it; and (e) the Agreement constitutes a legal, valid, and binding obligation of DE enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and other laws affecting creditor's rights generally, and with regard to equitable remedies, subject to the discretion of the court before which proceedings to obtain same may be pending.

**A.3 Forward Contract.** The Parties acknowledge and agree that (i) this Agreement constitutes a forward contract within the meaning of the United States Bankruptcy Code ("Code"); (ii) DE is a forward contract merchant; and (iii) either Party is entitled to the rights under, and protections afforded by, the Code.

### B: DISCLAIMERS OF WARRANTIES; LIMITATION OF LIABILITIES

**B.1 LIMITATIONS OF LIABILITY.** TO THE EXTENT PERMITTED BY LAW, IF AN EXPRESS REMEDY IS PROVIDED, THAT REMEDY IS THE SOLE AND EXCLUSIVE REMEDY. IF NO EXPRESS REMEDY IS PROVIDED, THEN EACH PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR



CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE AND ALL OTHER REMEDIES IN LAW OR EQUITY ARE WAIVED.

B.2 Duty to Mitigate. Each Party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance of this Agreement.

B.3 WAIVER OF CUSTOMER PROTECTION RULES AND CONSUMER RIGHTS. THE PARTIES FURTHER ACKNOWLEDGE THAT THE CUSTOMER PROTECTION RULES FOR RETAIL ELECTRIC SERVICE ADOPTED BY THE PUBLIC UTILITY COMMISSION (AS CONTAINED IN ITS SUBSTANTIVE RULES §25.471 ET SEQ.) ("CUSTOMER PROTECTION RULES") SHALL NOT APPLY TO THIS AGREEMENT EXCEPT FOR THE FOLLOWING RULES: §25.481, §25.485 (a)-(b), and §25.495. EXCEPT AS SET FORTH IN THIS SECTION, CUSTOMER HEREBY EXPRESSLY WAIVES THE CUSTOMER PROTECTION RULES TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW. CUSTOMER FURTHER HEREBY WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES--CONSUMER PROTECTION ACT, SECTION 17.41, ET. SEQ., BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. CUSTOMER ACKNOWLEDGES AND AGREES THAT TASB AND THE COOPERATIVE HAVE NOT PROVIDED LEGAL ADVICE TO CUSTOMER WITH RESPECT TO ENTERING INTO THIS AGREEMENT. CUSTOMER REPRESENTS AND WARRANTS TO DE THAT: (a) CUSTOMER IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION IN RELATION TO DE; (b) CUSTOMER IS REPRESENTED BY LEGAL COUNSEL THAT WAS NEITHER DIRECTLY NOR INDIRECTLY IDENTIFIED, SUGGESTED OR SELECTED BY DE; AND (c) CUSTOMER VOLUNTARILY CONSENTS TO THIS WAIVER AFTER CONSULTATION WITH ITS LEGAL COUNSEL.

B.4 UCC/Disclaimer of Warranties. Customer and DE acknowledge and agree that the electricity delivered hereunder is a "good" as that term is understood in the Texas B&CC (UCC §2.105). The Parties further agree that the rules promulgated therein, to the extent that they can be, are waived and they do not apply to this Agreement, except as provided for herein. If there is any conflict between the UCC and this Agreement, the Parties acknowledge that this Agreement will control. The Parties understand and acknowledge that neither Party controls nor physically takes possession of the electric energy prior to delivery to Customer's ESI ID(s). Therefore, neither Party will be responsible to the other for any damages associated with failing to deliver the electric energy nor for any damages it may cause prior to delivery to Customer's ESI ID(s). The electric energy will be delivered to Customer's ESI ID(s) where it will be deemed in possession and in control of Customer. THE ELECTRICITY SOLD UNDER THIS AGREEMENT WILL MEET THE QUALITY STANDARDS OF THE APPLICABLE LOCAL DISTRIBUTION UTILITY AND WILL BE SUPPLIED FROM A VARIETY OF SOURCES. DE MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND DE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Further, Customer agrees and acknowledges that DE EXPRESSLY NEGATES ALL OTHER REPRESENTATIONS OR WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF WARRANTY WITH RESPECT TO CONFORMITY, TO MODELS OR SAMPLES, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

B.5 Force Majeure. DE will make commercially reasonable efforts to provide electric service, but does not guarantee a continuous supply of electricity. DE does not generate electricity nor does it transmit or distribute electricity. Certain causes and events out of the control of DE and Customer ("Force Majeure Event(s)") may result in interruptions in service or the ability to accept electricity. If either Party is unable to perform its obligations, in whole or in part, due to a Force Majeure Event, then the obligations of the affected Party (other than the obligation to pay any amounts owed to DE that relate to periods prior to the Force Majeure Event) shall be suspended to the extent made necessary by such Force Majeure Event. Therefore, neither Party shall be liable to the other Party for damages caused by Force Majeure Events, including acts of God, acts of any governmental authority (including the PUCT or ERCOT), epidemics, accidents, strikes, labor troubles, required maintenance work, inability to access the local distribution utility system, non-performance by the local distribution utility changes in laws, rules, or regulations of any governmental authority (including the PUCT or ERCOT), or any cause beyond such Party's control. The Parties agree that an Appropriations Failure and a Scheduling Failure shall not be considered a Force Majeure Event.

## C: CONFIDENTIALITY ; TEXAS PUBLIC INFORMATION ACT

C.1 Texas Public Information Act. DE acknowledges that Customer is subject to public information laws, including Chapter 552 of the Texas Government Code ("Chapter 552"). As such DE acknowledges that the terms of this Agreement are subject to disclosure

under such law, as applicable. Nothing herein shall relieve Customer of any applicable statutory obligation under Chapter 552 to provide notice to DE if and when required under Chapter 552. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and REP agrees that the Agreement can be terminated if DE knowingly or intentionally fails to comply with a requirement of that subchapter. In accordance with Section 552.372 of Chapter 552, to the extent Subchapter J, Chapter 552 applies to this Agreement:

- a. DE shall preserve all contracting information (as defined in Section 552.003(7) of Chapter 552) related to this Agreement as provided by the records retention requirements applicable to Customer, which Customer shall provide DE upon request, for the duration of this Agreement.
- b. DE shall promptly provide Customer, following written request as described in Chapter 552, any contracting information relating to this Agreement that is in DE's custody or possession. Requests under this section must be submitted to DE via email at [TASBPriority@directenergy.com](mailto:TASBPriority@directenergy.com).
- c. Upon completion of this Agreement, DE shall provide Customer at no cost all contracting information related to this Agreement that is in the custody or possession of DE or preserve the contracting information related to this Agreement as provided by the records retention requirements applicable to Customer, which Customer shall provide DE upon request.

C.2 Confidentiality. Notwithstanding the foregoing, Customer understands and agrees that i) the preceding acknowledgement by DE is limited to the terms of this Agreement and contracting information (as defined in Section 552.003(7) of Chapter 552) only, ii) such terms and contracting information will only be disclosed in response to a written request made in compliance with applicable law, iii) Customer will not post this Agreement in a public forum, including but not limited to an external facing website, without the prior written permission of DE unless required by law. For all other information other than the terms of this Agreement and contracting information (as defined in Section 552.003(7) of Chapter 552) and subject to such applicable laws that may require disclosure of information, a Party (in such capacity, the "Receiving Party"), shall keep confidential and not disclose any Confidential Information of the other Party (in such capacity the "Disclosing Party") except for disclosures to a Party's employees, lenders, counsel, consultants, agents, or accountants who have a "need to know" and who have agreed to keep such terms confidential, or as required by law. For purposes hereof, "Confidential Information" means any information in written or other tangible form which is marked as "Confidential" or that a party should reasonably know to be confidential when it is disclosed to the Receiving Party, including but not limited to the Web Site, Content, and Customer Content. Confidential Information shall not include information which (i) is available to the public, (ii) becomes available to the public other than as a result of a breach by the Receiving Party of its obligations hereunder, (iii) was known to the Receiving Party prior to its disclosure by the Disclosing Party, or (iv) becomes known to the Receiving Party thereafter other than by disclosure by the Disclosing Party. The provisions of this Section shall apply regardless of fault and shall survive termination, cancellation, suspension, completion or expiration of this Agreement for a period of two (2) years. Customer agrees that DE may provide TASB with 1) an executed copy of this Agreement and any Offer Sheet; 2) any information requested by TASB about Customer's account and billings, including if an inquiry or request has been made by Customer to DE, 3) access to view wholesale procurement of electricity on behalf of Customer, and 4) notice if and when DE denies permission to post this Agreement on an external facing website.

## D: DEFAULT AND REMEDIES

D.1 Events of Default. An event of default ("Event of Default") means: (a) the failure of Customer to make, when due, any payment required under this Agreement if such payment is not made within five (5) business days after receipt of written notice (facsimile or electronically are valid forms of notice for this paragraph) from DE; or (b) any representation or warranty made by a Party proves to be false or misleading in any material respect; or (c) the failure of any Party to perform its obligations under this Agreement and such failure is not excused by Force Majeure; or (d) the defaulting Party (i) makes an assignment or any general arrangement for the benefit of creditors; or (ii) files a petition or otherwise commences, authorizes or acquiesces to a bankruptcy proceeding or similar proceeding for the protection of creditors, or have such petition filed against it and such petition is not withdrawn or dismissed within 20 business days after such filing; or (iii) otherwise becomes insolvent; or (iv) is unable to pay its debts as they fall due; or (v) fails to provide or maintain Performance Assurance in accordance with Section 4.2 herein. If an Event of Default listed in subsection (d) above occurs, a Default will be deemed to have automatically occurred prior to such event.

D.2 Remedies upon an Event of Default. If an Event of Default shall have occurred and be continuing, the non-defaulting Party, upon written notice to the defaulting Party, shall have the right (a) to commence an action to require the defaulting Party to remedy such default and specifically perform its duties and obligations hereunder in accordance with the terms and conditions hereof; (b) to exercise such other rights and remedies as it may have at equity or at law, subject however to the Limitations on Liabilities above;

and (c) to suspend performance under this Agreement; provided, however, in no event shall any such suspension continue for longer than ten (10) Business Days unless an early termination of this Agreement has been declared and notice thereof pursuant to this Agreement given. If Customer is responsible for the occurrence of an Event of Default and it fails to cure within ten (10) days of written notice (does not apply to default for non-payment), in addition to any other remedy, DE may (i) terminate this Agreement and switch Customer to the Affiliated REP or the Provider of Last Resort; and (ii) charge Customer the Customer Early Termination Fee pursuant to Section 5 of this Agreement. Notwithstanding the above, DE may not disconnect or order disconnection of service to Customer unless the following events have all occurred: (1) Customer has an Event of Default for nonpayment under Section D.1(a) above, (2) DE gives Customer a thirty (30) day written disconnection notice; and (3) Customer does not pay all undisputed outstanding payments owed by the end of the thirty (30) day notice period. If DE is responsible for the occurrence of an Event of Default and it fails to cure within ten (10) days of written notice, in addition to any other remedy, Customer may charge DE the DE Early Termination Fee pursuant to Section 5 of this Agreement.

## E: MISCELLANEOUS PROVISIONS

E.1 Disclaimer. This Agreement shall not constitute, create, or otherwise recognize the existence of a joint venture, association, partnership, or other formal business entity of any kind among the Parties and the rights and obligations of the Parties shall be limited to those set forth in this Agreement.

E.2 Headings. The descriptive headings of the Articles and Sections of this Agreement are inserted for convenience only and are not intended to affect the meaning, interpretation or construction of this Agreement.

E.3 Waiver. Except as otherwise provided in this Agreement, any failure of a Party to comply with any obligation, covenant, agreement, or condition herein may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting such waiver, but such waiver shall not operate as a waiver of, or estoppel with respect to any subsequent failure of the first Party to comply with such obligation, covenant, agreement, or condition.

E.4 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 DE, which shall not be unreasonably withheld. DE may, to the fullest extent allowed by law: (a) transfer, sell, pledge, encumber or assign the revenues or proceeds hereof in connection with any financing or other financial arrangement; (b) transfer or assign this Agreement to an affiliate of DE; (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of DE with an operating capability and financial condition substantially similar to DE as of the execution date of this Agreement; and/or (d) transfer or assign this Agreement to a certified REP with an operating capability and financial condition substantially similar to DE as of the execution date of this Agreement. In the case of (b), (c), or (d), any such assignee shall agree in writing to be bound by these Terms and Conditions of Service. Upon any such assignment, Customer agrees that DE shall have no further obligations under this Agreement.

E.5 No Third-Party Beneficiaries. The Parties do not intend that this Agreement confer any rights or remedies on any person or party other than the Parties, their successors and permitted assigns; provided, however, that the Parties recognize that the Cooperative or its designee shall receive the Cooperative Fee.

E.6 Severability. If any of the provisions of this Agreement is held to be unenforceable or invalid by any court or regulatory authority of competent jurisdiction, the Parties shall, to the extent possible, negotiate an equitable adjustment to the provisions of this Agreement, with a view toward effecting the purpose of this Agreement, and the validity and enforceability of the remaining provisions hereof shall not be affected thereby.

E.7 Entire Agreement; Amendments. This Agreement constitutes the entire understanding between the Parties, and supersedes any and all previous understandings, oral or written, with respect to the subject matter hereof. This Agreement may be amended only upon mutual agreement of the Parties, which amendment shall not be effective until reduced to writing and executed by the Parties.

E.8 Further Assurances. The Parties hereto agree to promptly execute and deliver, at the expense of the Party requesting such action, any and all other and further instruments and documents which may be reasonably requested in order to effectuate the transactions contemplated hereby.

E.9 Emergency, Outage and Wire Service. In the event of an emergency, outage or service need, Customer must call the TDSP for the service area of the ESI ID experiencing the emergency, outage or service need.

E.10 Customer Care. Customer may contact DE Customer Care if Customer has specific comments, questions, disputes, or complaints toll free at 1-888-925-9115, Monday through Friday 8:00AM to 6:00PM Eastern Time. DE shall assist and cooperate with Customer regarding communications with a TDSP relating to service to any ESI ID identified on The Offer Sheet.

E.11 Governing Law.

a. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas applicable to contracts made and to be performed in the State of Texas, without regard to the conflict of laws provisions thereof.

b. The Parties agree that all disputes between them which arise under this Agreement and which are not settled shall be decided by a court of competent jurisdiction and the Parties submit to the jurisdiction of the courts of the State of Texas.

c. Subject to the provisions of E.11.a. above, this Agreement shall be subject to, and in the performance of their respective obligations under this Agreement the Parties shall comply with, all applicable federal, state and local laws, regulations and requirements (including the rules, regulations and requirements of quasigovernmental and regulatory authorities with jurisdiction over the Parties, including ERCOT) (collectively, "Applicable Law").

E.12 No Presumption Against Drafting. Both Parties contributed to the drafting of this Agreement. The rule of construction that any ambiguity is construed against the party who drafted this Agreement shall not be applied to this Agreement.

E.13 Counterparts; Facsimile Copies. This Agreement may be executed in counterparts, all of which shall constitute one and the same Agreement and each of which shall be deemed to be an original. A facsimile or scanned email copy of either Party's signature shall be considered an original for all purposes under this Agreement along with any amendments pursuant to E.7 above, and each Party shall provide its original signature upon request.

E.14 Electronic Transactions and Signatures. The Parties consent to the use of electronic agreements and to conduct Offer Sheet transactions via email and/or facsimile. Such electronic correspondence shall be deemed a "writing", by which the Parties intend to be bound, for purposes of satisfying any applicable state and federal legal requirements. The Parties agree that a typed name and title, including the use of an automated email signature block, in such transaction(s) is the legal equivalent of such Party's representative's manual signature (an "E-signature"). The person executing electronically affirms they have the authority to do so. The Parties agree that no certification of authority or other third-party verification shall be necessary to validate an E-signature and lack of such certification or third-party verification will not in any way affect the enforceability of a Party's E-signature.

**ATTACHMENT B OFFER SHEET**

**This Attachment B is to the Transaction Confirmation dated October 24, 2023 between  
 DIRECT ENERGY BUSINESS LLC  
 and  
 Lamar CISD  
 for a term of 91 Months  
 Contract ID: 7075375**

**ERCOT\_TASB\_FP\_XCongestion\_TX**

ESI ID	Service Location	TDSP	Utility Rate Class	Zone	*Estimated Meter Read Start Date (MM/DD/YYYY)	Energy Price (cents/kWh)	Annual Historical Usage (kWh)
100890102500222 2200122	5055 Sunrise Meadow Dr (Lamar CISD - Customer - 5055 Sunrise Meadow Dr)	REN	SVL	HOUSTON	11/15/2023	6.435	1,243,731
100890102500228 0980122	7228 Powerline Rd (Lamar CISD - Customer - 7228 Powerline Rd)	REN	SVL	HOUSTON	11/15/2023	6.435	76,643
100890102500313 8180123	26026 Candela Heights Dr (Lamar CISD - Customer - 26026 Candela Heights Dr)	REN	SVL	HOUSTON	11/15/2023	6.435	827,526

**Total Annual Usage: 2,147,900**

\*The Estimated Meter Read Start Date is provided by DE as an approximation based upon DE's best estimation as to when the service will begin and may not reflect the Actual Start Date. DE will use best efforts, in compliance with the terms and conditions herein, to cause the Actual Start Date for each ESI ID to occur during the Expected Start Month set forth herein, as long as this Offer Sheet (as determined by DE) is received by DE eight (8) Business Days prior to such Expected Start Month.

Energy Price and product description: The Energy Price is a fixed price and will not change during the delivery Term, except as permitted under the terms of this Agreement. The Energy Price includes, but is not limited to, the price for the Energy Commodity, Electricity Related Charges, and the Cooperative Fee. The Energy Price does not include certain pass-through charges which will be passed through to Customer to be paid by Customer in addition to the Energy Price. Pass-through charges for this Offer Sheet consist of Delivery Charges, Taxes, Non-Recurring Charges, Default Securitization Charges, Uplift Securitization Charges and Nodal Congestion.

**Monthly Contract Quantity**

kWh	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2023											72,237	144,507
2024	135,074	129,745	138,053	144,261	211,370	236,303	260,547	240,661	207,095	165,670	134,695	144,930
2025	135,074	125,054	138,053	144,261	211,014	236,666	260,547	239,874	207,224	165,670	133,704	145,354
2026	135,074	125,054	138,053	144,261	211,014	236,666	260,547	239,874	207,224	165,670	133,704	145,354
2027	133,884	125,054	139,112	144,261	210,657	237,030	260,175	240,661	207,224	165,313	135,445	145,354
2028	133,884	129,745	139,112	143,935	211,370	237,030	259,803	241,449	207,095	165,492	135,445	144,507
2029	135,074	125,054	138,582	144,098	211,370	236,666	260,175	241,449	206,965	165,670	135,445	144,507
2030	135,074	125,054	138,053	144,261	211,370	236,303	260,547	240,661	207,095	165,670	134,695	144,930
2031	135,074	125,054	138,053	144,261	211,370	126,028						

\*Usage values in the above table represent the aggregated Usage for all Service Locations for a month.

**This Exhibit is based on a Weighted Average Price. Any strikeouts of any of the accounts provided with a Weighted Average Price will render pricing for the accounts assigned with a Weighted Average Price null and void.**

Term of Months: **91 Months**

Meter Read Start Date: **November, 2023**

*The undersigned below represents that they have been duly authorized to execute this Agreement by all necessary action and affirms the representations and warranties as stated in Section A of Attachment A to the CESA and as applicable to the parties.*

Accepted and Agreed to:

By: \_\_\_\_\_

Date: \_\_\_\_\_

INTERNAL USE ONLY: BOLT ID: 7075375 SFDC ID: 00199039 - TCPower Template FLAT - ERCOT w/New DR Version 33 - Product: ERCOT\_TASB\_FP\_XCongestion\_TX



Billing Contact Information  
and Selection Form

**Account/Customer Name:** Lamar CISD

<b>Your Name</b>																				
<b>Your Phone</b>																				
<b>Billing Information</b> Address will be applied to all accounts on Agreement	(Exceptions: Please select a valid Form per account and list number)																			
<b>Billing Contact Name</b>																				
<b>Billing Contact Phone</b>																				
<b>Billing Contact Fax</b>																				
<b>Billing Contact Email</b>																				
<b>Billing Company Name</b>																				
<b>Billing Address 1</b>																				
<b>Billing Address 2</b>																				
<b>Billing City, State</b>																				
<b>Zip+ 4</b>																				

Please select, by initialing in the spaces provided below, those options to be applied to Your billing accounts.

\_\_\_\_\_ My Accounts are Tax Exempt

Please provide current copy of valid Tax Exemption Form when submitting this document to receive applicable tax exemption on Your electricity invoices.  
(Direct Energy can only apply exemptions if a completed form is provided)

\_\_\_\_\_ Please aggregate my accounts onto one invoice (maximum 50 accounts per invoice)

(If more than 50 accounts to be aggregated, accounts will be separated by meter read date)

Please check here if You would like to receive Your Contract electronically instead of the mail.