

RELEASE

This Release is entered into by **Keller Independent School District** (“the District”) for the benefit of Strategic Energy L.L.C. and Energy for Schools.

WHEREAS the District believes it was entitled to continue to receive electricity used in add-on meters (incremental load) at the original contract price after February 2006 (“Claim”).

WHEREAS the District recognizes that a disagreement exists regarding the facts, circumstances, relationships, and agreements underlying its Claim, but in order to avoid further time, expense, and uncertainties, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District agrees to this Release, as follows:

The District agrees to accept payment from Strategic Energy L.L.C. in the amount of **\$145,144.70** (“Settlement Amount”), which includes both the cost of incremental load plus interest, as full and final consideration for this Release.

The District’s receipt of the Settlement Payment is a condition to this Release, and this Release will not become effective until the District receives the Settlement Payment.

For the consideration given herein, and except for those obligations created by or arising out of this Release, the District, on the District’s behalf and on behalf of its trustees, administration, agents, attorneys, insurers, and employees, past and present, does hereby forever fully and finally release and discharge and further covenants not to sue, pursue an administrative action against, or issue a complaint against Strategic Energy L.L.C., Energy for Schools, or their predecessors, successors, assigns, parents, subsidiaries, affiliated corporations, holding companies, divisions, trustees, directors, officers, owners, partners, shareholders, agents, attorneys, insurers, or employees, past and present, with respect to and from any and all claims, demands, or causes of action of whatever kind or nature in law, equity, or otherwise, that exist against Strategic Energy L.L.C. or Energy for Schools as of the date of this Release including, without limitation, those that arise from or relate to the facts, circumstances, relationships, and agreements underlying the Claim.

By signing below the District agrees, through its authorized representative, to be bound by the terms of this Release.

Keller Independent School District

By: _____

Printed Name: _____

Title: _____

Date: _____