



Champion Energy Services, LLC
1500 Rankin Road, Suite 200
Houston, Texas 77073

Commercial Energy *Executing the Sales Agreement*

*Thank you for the opportunity to provide electricity to your company.
We at Champion Energy sincerely appreciate your business.*

Easy steps for Commercial Energy Sales Agreement execution:

1. Provide the contact information for your company in the "Notices" section in Addendum "A"
2. An authorized representative of Buyer must sign where indicated on the signature page
3. Initial or sign the Exhibits and Addendum page(s) where and as indicated
4. Sign the Letter of Agency (if applicable)
5. Attach the Sales and Use Tax Exemption Certificate (if applicable)
6. Scan and e-mail the executed Agreement to your Champion Energy Sales Originator.

Champion Energy Services ("Seller") will:

1. Immediately after receiving your signed and initialed Agreement, verify that all required information has been received and the Agreement is in good order
2. Hedge the power sold to you
3. Counter sign and initial both executed original Agreements and return one original to you for your records.

This Commercial Energy Sales Agreement, together with all exhibits, addenda and/or schedules attached hereto or incorporated by reference (collectively, the "Agreement") is entered into and made by and between Champion Energy Services, LLC, (or its affiliate, Champion Energy, LLC) and the buyer of retail electricity (identified herein as "Buyer"). Seller and Buyer may hereinafter be referred to individually as "Party" or collectively as "Parties". Regional requirements and terms, if applicable and capitalized herein will have the meaning ascribed to them herein or in any addendum or exhibit attached hereto.

The Parties hereby agree as follows:

- 1. Purchase, Sale and Delivery of Electricity:** Subject to the terms and conditions set forth herein, Seller, a licensed retail electricity supplier ("RES"), shall sell and Buyer shall purchase and receive electricity for Buyer's Accounts and Meters as specified in Exhibit "D" ("Buyer's Delivery Point(s)") at the price(s) per kilowatt hour (kWh) specified on Exhibit "A" ("Contract Price"). The electricity will be delivered by Seller's supplier to the specific zone on the transmission system ("Point of Delivery") as identified by the electric distribution company ("EDC" as further defined in Addendum "A") operated by the independent system operator ("ISO" as further defined in Addendum "A"). Delivery of the electricity from the Point of Delivery within the zone for the appropriate Accounts and Meters corresponding to each Buyer Delivery Point will be made by the EDC. Exhibit A will also specify those services, including without limitation scheduling coordination, transmission, and ancillary services, if any, provided by Seller in connection with the supply of electricity to Buyer.
- 2. Metering:** All electricity delivered hereunder ("Usage") shall be and can only be, measured by the EDC at the meters located at each Buyer Delivery Point. Actual Usage shall be the primary method of calculating the monthly charges for Buyer. However, Seller may use estimated Usage if measurements of actual Usage are not received timely from the EDC, in which case Seller will make appropriate adjustments upon receipt of actual Usage. Seller may adjust invoices for any Usage measurement errors in accordance with EDC rules. Seller cannot guarantee that the switch of Buyer's account(s) to Seller will occur by a specific date and Seller shall not be liable for delays in this process caused by the ISO, EDC or the Buyer. The Service Start Date shall be the date upon which a particular Account and Meter is switched to Seller. The Service Start Date is typically the first scheduled read date that occurs on or after the Start Date specified in Exhibit "A," unless an alternate date has been requested by Buyer and agreed to by Seller. If the EDC requires Buyer to install additional metering and/or related equipment at any service address, Buyer will be solely responsible for all charges and arrangements required by the EDC.
- 3. Term:** This Agreement shall be effective as of signing of this Agreement by Buyer ("Effective Date") and shall continue in effect thereafter as to each Buyer Delivery Point for the total number of months (the "Term") specified in Exhibit "A" unless sooner terminated as otherwise provided in this Agreement. Seller is obligated to begin flowing power on the first scheduled meter read date on or after the Start Date in Exhibit "A".
- 4. Pricing:** Buyer acknowledges that the Contract Price (Exhibit "A") offered under this Agreement is based upon Buyer's Usage data for its Accounts and Meters as shown on Exhibit A (the "Contract Quantities"). Buyer will pay the Contract Price times the Usage. The Contract Price per kWh includes electricity commodity charges and the costs identified on Exhibit "B". The costs and all applicable taxes described in Exhibit "C" will be passed-through to Buyer without markup and Buyer shall pay Seller for such costs and taxes. If Buyer's monthly aggregated Usage materially changes by greater or less than twenty-five percent (25%) from the Contract Quantities specified in Exhibit "A" or the Profile (as defined in Addendum A) assigned by the EDC to Buyer's Accounts and Meters changes, Seller may charge Buyer for all excess and under Usage as specified herein. To the extent that Buyer's monthly aggregated Actual Usage exceeds the Contract Quantity by more than 25%, Seller may invoice, and Buyer shall pay, the difference between the actual Usage and the Contract Quantity at the Applicable Market Rate (as defined in Addendum "A"), plus retail margin, the costs identified on Exhibit "B", the costs identified on Exhibit "C" and any other similar charges incurred by Seller. To the extent that Buyer's monthly aggregated actual Usage is less than the Contract Quantity by more than 25%, Seller may invoice, and Buyer shall pay, the difference between the actual Usage and the Contract Quantity, multiplied by the difference between the Contract Price and the Applicable Market Rate (as defined in Addendum "A"). If applicable, any change in Peak Load Contribution ("PLC") Values, as determined by the EDC and specified in Exhibit "A", resulting in an increase in transmission and capacity charges to Seller during the Term of this Agreement will be passed through to Buyer at cost, without markup. For Buyer's Usage that is for a time period outside of the Term, Buyer will pay Seller in accordance with the Hold Over Rate terms of Paragraph 7 below. If a broker or consultant was involved in this transaction, the fee or commission associated with such broker or consultant may be included in the Contract Price charged to Buyer.
- 5. Billing & Payment:** Buyer will make payment in accordance with the Billing and Payment terms specified in Addendum "A". Where dual billing is applicable, Buyer will receive a separate invoice from Buyer's EDC, and Buyer shall be solely responsible for payment of such invoice.
- 6. Blend and Extend Rate Adjustment and Term Modification Request:** At any time during the Term of this Agreement, Buyer may request that the Term be extended or shortened and the Contract Price then in effect be modified to support this request. Upon receipt, if Buyer's request is approved by Seller, Seller will use commercially reasonable efforts to present a blend and extend offer to Buyer reflecting a revised new Term and Contract Price ("Blend & Extend Offer"). Buyer will be under no obligation to accept the Blend & Extend Offer presented by Seller. If Buyer rejects the Blend & Extend Offer, all terms, conditions and pricing as originally agreed upon under this Agreement will remain in effect for the remainder of the Term. If Buyer and Seller mutually agree on the Blend & Extend Offer made, an amendment detailing the new Term and Contract Price will be drafted and executed by authorized representatives of the parties prior to becoming effective.

7. **Hold Over Rate:** For periods in which Usage occurs outside of the Term Seller may charge Buyer the cost or value of providing electricity to Buyer, based on the Applicable Market Rate (as defined in Addendum "A") plus retail adder, the costs identified on Exhibit "B", if applicable, and any other similar charges incurred by Seller. The Applicable Market Rate excludes Exhibit "C" items, which will be invoiced to Buyer at cost. Appropriate adjustments to the foregoing amounts will be made for partial months. In the event services extend beyond the Term, Buyer's Accounts and Meters will continue to be served under this Agreement except for any rate differential per the above Hold Over Rate terms.
8. **Disputed Amounts:** If there is a good faith dispute regarding any invoice, Buyer will pay the lesser of either the undisputed amount of any invoice or the prior month's invoice in accordance with the Billing and Payment terms and along with its payment, provide Seller with documentation to support the amount disputed. The Parties will attempt to expeditiously resolve the dispute and upon determination of the correct amount, any amount owed by Buyer to Seller shall be paid within ten (10) business days of resolution of the dispute with interest at the Interest Rate (as defined in Addendum A). All invoices are presumed final and accurate unless such invoices are objected to by Buyer with written notice, including an adequate explanation and supporting documentation of such dispute, being provided to Seller within twenty four (24) months from the date that such invoice was delivered to Buyer. In no event shall the disputed portion include a dispute for any items set forth in Exhibit "C", including Taxes.
9. **Performance Assurance:** At Seller's request Buyer agrees to provide Seller with required information, including pertinent financial information necessary for Seller to assess Buyer's financial position. If, at any time during the Term of this Agreement, Seller determines in its reasonable discretion that Buyer's creditworthiness or ability to perform under this Agreement has become unsatisfactory (including, but not limited to, Buyer's late payment of any amounts due under this Agreement two or more times in any six month period), Seller may require that Buyer provide collateral for its obligations in the form of cash, letter(s) of credit, deposit, corporate or personal guarantees or other security in a form and an amount reasonably acceptable to Seller ("Performance Assurance"). If Buyer fails to provide Performance Assurance within three (3) business days of receipt of such notice by Seller, an Event of Default shall be deemed to have occurred and Seller shall be entitled to any and all remedies set forth in this Agreement.
10. **Assignment and Binding Effect:** Neither Party may assign this Agreement or any of its rights or obligations under this Agreement without the express written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the above, Seller may, without the consent of Buyer, (a) assign this Agreement to any affiliate or to any party succeeding to a substantial portion of the assets of Seller, or (b) pledge or otherwise collaterally assign its rights under this Agreement to any entity providing extensions of credit to Seller. Any successor or assignee of the rights of either Party shall be subject to all the provisions and conditions of this Agreement to the same extent as though such successor or assignee were the original Party under this Agreement. Any assignment in violation of this Paragraph 10 shall be void.
11. **Regulatory Events:** If there is a change in law, administrative regulation, tariff, rule, ISO design or structure or other event, including but not limited to an order, judicial decision, statute, or a change in an interpretation or application of any of the foregoing (collectively, a "Regulatory Event") and such Regulatory Event causes Seller to incur any capital, operating, commodity or other costs, including, but not limited to increased Taxes, relating to the provision of services contemplated herein, Seller shall be permitted to pass through the economic effects of such Regulatory Event to Buyer at cost and without markup. For the avoidance of doubt, an increase in the rate for Network Integration Transmission Service by the EDC or ISO, as applicable and as approved by the FERC, shall be considered a Regulatory Event.
12. **Confidentiality:** Neither Party shall disclose, unless authorized in writing by the other Party, the terms of this Agreement to a third party (other than the Party's affiliates, employees, lenders, counsel, consultants, accountants and other parties who have agreed to keep such terms confidential), except in order to comply with applicable law, order or regulation. Each Party shall notify the other Party immediately in writing of any proceeding of which it is aware which may result in disclosure. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this Paragraph 12.
13. **Event of Default:** The occurrence of any of the following shall be deemed an "Event of Default" under this Agreement: a) a representation or warranty made by a Party to this Agreement proves to have been false or misleading in any material respect when made or ceases to remain true during the Term (excluding the Buyer-only representations and warranties in Paragraph 22, subsections (a), (b) and (c) regarding Contract Quantities and Usage, which the Parties agree will not be a basis for an Event of Default, if such representation was materially true and accurate when made); (b) the failure of a Party to perform any covenant set forth in this Agreement which is not excused by Force Majeure or cured within ten (10) business days after written notice of such is provided; (c) Buyer is late in the payment of two (2) or more invoices in any six (6) month period that is not cured within ten (10) business days after notice thereof; (d) the failure of Buyer to provide Performance Assurance in accordance with Paragraph 9; (e) the failure of Buyer to utilize Seller as its sole supplier of electricity for the Accounts and Meters specified on Exhibit "D" at any time during the Term (including but not limited to a switch of Buyers electric service to another retail electric provider resulting in an early termination of this Agreement); (f) a Party makes an assignment or any general arrangement for the benefit of creditors or otherwise becomes bankrupt or insolvent; or (g) the EDC disconnects service to one or more of Buyer's Accounts and Meters as a result of Buyer's non-performance. Upon the occurrence of an Event of Default, the Party not committing the Event of Default ("Non-Defaulting Party") shall have the right to terminate this Agreement in accordance with the terms of Paragraph 14, Termination and Remedies in the Event of Default, in addition to all other rights and remedies available hereunder.
14. **Termination and Remedies in the Event of Default:** Where there exists an Event of Default, the Non-Defaulting Party shall have the right to terminate this Agreement upon written notice being provided to the Defaulting Party (a "Termination"). In the event of such Termination, the Non-Defaulting Party shall be entitled to receive an amount (the "Settlement Amount") equal to the Replacement Value (as defined below) of this Agreement. For purposes hereof: (a) "Replacement Value" for Seller (as Non-Defaulting Party) shall mean (Contract Value plus Costs) minus Market Value, so long as the Contract Value plus Costs is greater than Market Value and "Replacement Value" for Buyer (as Non-Defaulting Party) shall mean the positive amount, if any, by which the Market Value plus Costs exceeds the Contract Value; (b) "Contract Value" means the price for the Remaining Volume as set forth in the applicable Exhibit; (c) "Market Value" means the amount, as determined by the Non-Defaulting Party as of the effective date of the termination in accordance with this Section 14 that a bona fide third party would pay for the Remaining Volume at current market prices; (d) "Remaining Volume" shall mean the remaining unpurchased quantity of electricity through the end of the applicable Term for Buyer's Accounts and Meters corresponding to Buyer's Delivery Point(s) serviced under this Agreement and specified on Exhibit "D"; and (e) "Costs" mean transaction costs and expenses reasonably incurred by, or on behalf of, the Non-Defaulting Party in

terminating, liquidating, or obtaining any arrangement pursuant to which it has hedged its obligations, or, in which it must secure alternative electricity supply, including attorneys' fees, reasonable expenses and costs, if any, incurred in connection with enforcing its rights under this Agreement. In determining "Market Value", the Non-Defaulting Party may consider, among other things, quotations from leading dealers in the wholesale energy industry, the Non-Defaulting Party's internally developed forward price valuations, and other bona fide offers from either third parties or Affiliates of the Non-Defaulting Party, all as commercially available to the Non-Defaulting Party and adjusted for the length of the remaining Term and differences in transmissions costs, volume, and other factors, as the Non-Defaulting Party reasonably determines. Payment shall be due from the Defaulting Party within five (5) days of receipt of invoice from the Non-Defaulting Party. The Parties hereby agree that they shall discharge mutual debts and payment obligations due and owing to each other arising from this Agreement through netting, in which case all amounts owed by each Party to the other Party shall be netted so that only the excess amount remaining due shall be paid by the owing Party. The Parties expressly acknowledge that upon an Event of Default, damages would be difficult to ascertain and quantify and agree that this provision for calculating damages is reasonable in light of the anticipated or actual harm and is not a penalty.

15. **Force Majeure:** Except with regard to a party's obligation to make payment due hereunder, if either Party is rendered unable, wholly or in part, to perform its physical obligations under this Agreement (including but not limited to the delivery or receipt of electricity hereunder) due to Force Majeure, the obligations of each Party will be suspended for the duration of any inability to perform for up to twenty (20) consecutive days. A Party claiming Force Majeure (the "Claiming Party") will notify the other Party ("Non-Claiming Party") by written confirmation as soon as practicable, describing the nature, and estimated duration of such inability to perform. The cause of such inability to perform will be remedied with all reasonable dispatch. "Force Majeure" means any event or occurrence (including, but not limited to "Acts of God") that is beyond the control of a Party and that: (a) is not the result of the negligence of the Claiming Party; and (b) which, by the exercise of due diligence, the Claiming Party is unable to avoid or cause to be avoided. Force Majeure shall include, a condition resulting in the curtailment or disruption of firm electricity supply or the transmission on the electric transmission and/or distribution system, including a Force Majeure event experienced by any utility, EDC, ISO or governmental agency. A claim of Force Majeure may not be based on: (a) Buyer's inability to economically use electricity purchased under this Agreement; (b) Buyer's election to close, sell, abandon or materially curtail or discontinue operation of Buyer's facilities due to any economic circumstance; (c) a Party's inability to acquire electricity at a particular price; or (d) Seller's ability to sell electricity at a price above the Contract Price. Force Majeure shall not excuse Buyer's failure to make payments in a timely manner for electricity supplied by Seller before a Force Majeure event or during a Force Majeure event provided the electricity is delivered and received pursuant to the terms of this Agreement and any effective Exhibit.
16. **Forward Contract:** The Parties acknowledge and agree that this Agreement and the transaction(s) contemplated under this Agreement constitute a "forward contract" within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.
17. **Indemnification:** To the extent allowed by law, each Party will indemnify, defend and hold harmless the other Party, its officers, agents, and employees from any claims, damages and actions of any kind arising from personal injury (including without limitation, death), tangible property damage or loss and/or lost profits arising from or

out of any event, circumstance, act or incident occurring or existing with respect to the energy provided pursuant to this Agreement, while control and title to the energy is vested in the indemnifying Party. This provision survives the termination or expiration of this Agreement.

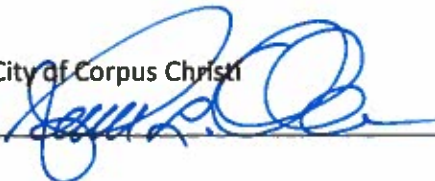
18. **Limitation of Remedies, Liability, Damages & Disclaimer of Warranties:** FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY IS PROVIDED, SUCH EXPRESS REMEDY WILL BE THE SOLE AND EXCLUSIVE REMEDY. IF NO EXPRESS REMEDY IS PROVIDED, A PARTY'S LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. THE PARTIES INTEND THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSES RELATED THERETO INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE CHARACTERIZED OR DEEMED TO BE LIQUIDATED DAMAGES, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN PARAGRAPH 22, SELLER EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES, WHETHER WRITTEN OR ORAL, WITH RESPECT TO THE ELECTRICITY SUPPLIED UNDER THIS AGREEMENT, INCLUDING EXPRESS, IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE LIMITATIONS SET FORTH IN THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT. FURTHER, IT IS UNDERSTOOD THAT SELLER SHALL NOT BE LIABLE FOR MATTERS WITHIN THE CONTROL OF THE EDC OR THE ISO, WHICH MAY RESULT FROM THE MAINTENANCE OR OPERATION OF ELECTRIC LINES AND SYSTEMS.
19. **No Third Party Beneficiaries; Relationship of the Parties:** There are no third party beneficiaries to this Agreement. Seller and Buyer agree that nothing in this Agreement shall be construed to constitute or imply a joint venture, partnership or association or the creation or existence of any fiduciary duty, or similar obligation or liability between Seller and the Buyer. Seller will not provide, and nothing herein will be construed as the provision of, advice regarding the value or the advisability of trading in "commodity interests" which would cause Seller or an affiliate to be considered a commodity trading advisor under the Commodity Exchange Act, 7 U.S.C. § 51-25, et seq., as amended.
20. **Taxes:** Buyer will be responsible for, pay, and indemnify Seller for all Taxes, whether imposed on Buyer or Seller with respect to the sale, delivery and purchase of electricity. Seller may collect such Taxes from Buyer by invoicing Buyer for the amount of such Taxes. If applicable, Buyer will provide all requested sales and use exemption certificates and information and until provided, Seller will not recognize any exemption. "Taxes" shall mean without limitation, all ad valorem, property, occupation, utility, gross receipts, sales, use, franchise, assessment fees, excise and other taxes, governmental charges, emission allowance costs, licenses, permits and assessments, and any such similar taxes other than taxes levied on net income, net worth or Seller's real or personal property.
21. **UCC:** Except as otherwise provided in the Agreement, the Uniform Commercial Code ("UCC") or such similar collection of statutory provisions as may have been adopted and are in effect in the Delivery State (as defined in Addendum "A") shall apply to this Agreement and electricity shall be a "good" for purposes of the UCC.

- 22. Representations and Warranties:** As of the Effective Date hereof, each Party represents and warrants to the other that: (a) it is duly organized, validly existing and in good standing both in the jurisdiction of its formation and in the jurisdiction where the facility(ies) receiving electricity under this Agreement are located; (b) it has all regulatory authorizations, permits and licenses necessary for it to legally perform its obligations under this Agreement; (c) it has not filed, does not plan to file, or had any bankruptcy proceeding filed against it; (d) it has reviewed and understands this Agreement and the execution, delivery and performance of this Agreement has been duly authorized and is a valid and enforceable obligation; and (e) it is not a party to or subject to any commitment that may restrict or interfere with the delivery or receipt of electricity under this Agreement. Buyer further represents to Seller during the Term that: (a) it intends to operate its business in substantially the same manner as it has in the previous 12 months and that the Contract Quantities and, if applicable, its current PLC Values or peak load reasonably reflect Buyer's anticipated consumption; (b) it understands Seller is relying on this representation to purchase products and services (in quantities that closely resemble Buyer's consumption pattern of the previous 12 months) from third parties to serve Buyer's electricity requirements for the Term of this Agreement; (c) it understands that if it operates its meter(s) inconsistent with its usual and customary manner it may cause material detrimental financial impact to Seller and that Seller will pass along the impact of such changed consumption to Buyer; (d) the information provided concerning its Accounts and Meters is true and correct; (e) any transactions entered into by Buyer related to this Agreement are understood by Buyer and made at Buyer's sole election in the exercise of independent judgment and Buyer assumes any risk associated with them; and (f) it is purchasing commercial energy strictly for its own use and throughout the term of this Agreement that no Accounts and Meters at Buyer's Delivery Point(s) listed on Exhibit "D" are or will be classified by the applicable Public Utility Commission as a residential or small business account.
- 23. Governing Law; Counterparts:** This Agreement will be interpreted in accordance with the substantive and procedural laws of the State of Texas without giving effect to laws and rules governing conflicts of laws. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and be deemed binding through the use of facsimile signatures.
- 24. Severability:** If any provision of this Agreement is held to be invalid, its invalidity shall not affect the validity of any other provision of the Agreement.
- 25. Survival of Obligations:** All confidentiality, indemnity, liability limitation, disclaimer provisions and the rights and obligations that, by their nature, would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive such termination, cancellation or expiration.
- 26. Entirety of Agreement; Modification:** It is the intention of the Parties that this Agreement, together with all exhibits, addenda and/or schedules attached hereto or incorporated by reference (collectively, the "Agreement") shall contain all terms, conditions and protections in any way related to or arising out of, the sale and purchase of the electricity, and supersedes, for the Term, all prior agreements between the Parties, whether written or oral, as to the terms specified herein. This Agreement may not be modified or amended except in a written form that is subsequently duly executed by the Parties hereto. No amendment or modification shall be made to this Agreement by course of performance, course of dealing or consumption of trade, or by the failure of a Party to object to a deviation from the terms of this Agreement.
- 27. Notices:** All notices required or permitted to be given under this Agreement shall be in writing and may be sent by facsimile or mutually acceptable electronic means, overnight courier, first class mail or hand delivered. The addresses of the Parties for such notices are set forth in Addendum "A".
- 28. Authorization of Data:** Buyer shall, if necessary and as appropriate, designate Seller to the ISO and/or EDC as an authorized recipient of Buyer's current and historical electricity billing and usage data.
- 29. Requirements Service:** To the extent that Buyer operates health care or other facilities for which it maintains emergency generators, use of such generators in an outage or Force Majeure situation or for required testing purposes for limited periods is allowed.
- 30. Non-Appropriation:** Buyer intends to make all required contract payments for the full term of this Agreement, however, Buyer and Seller agree that if Buyer's governing body is not able to appropriate sufficient funds and has no other legally available funds to continue the purchase of electricity covered by the Agreement, Buyer may terminate this Agreement at the end of Buyer's fiscal year affected thereby, by giving written notice to Seller to that effect, and as of Buyer's termination date, Seller shall have no further duty to supply electricity to Buyer. Buyer agrees to notify Seller in writing of such non-appropriation at the earliest practicable time subsequent to the failure to supply appropriate.

Buyer understands that by executing this Agreement, Seller will be provided certain basic information about Buyer by the EDC, including, but not limited to, account number, data about meter readings, rate class and electric usage, Buyer's address(es) and telephone number and whether or not Buyer is on a budget billing plan or payment arrangement.

Each party to this Agreement represents and warrants that it has full and complete authority to enter into and perform this Agreement and that such party will be bound thereby. This Agreement, including all Exhibits and Addenda attached hereto and referenced herein, sets forth all understandings between the parties with respect to the purchase and sale of electricity and any prior agreements, contracts, understandings and representations, whether oral or written, relating to the purchase and sale of electricity are merged into and superseded by this Agreement. This Agreement may be amended only by a written document executed by authorized representatives of both parties to this Agreement.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement effective as of the Effective Date. This Agreement will not become effective as to either Party unless and until executed by both Parties.

Buyer: City of Corpus Christi


(Signature) 12/17/2013
(Date)
Ron Olson

(Name)
City Manager

(Title)


Seller: Champion Energy Services, LLC (or its affiliate, Champion Energy LLC)

(Signature) 12/17/2013
(Date)

(Name)
Authorized Signatory

(Title)

ATTEST. 
ARMANDO CHAPA
CITY SECRETARY

M2013-183
BY COUNCIL 12/17/13

SECRETARY



**CHAMPION
ENERGY SERVICES®**

Champion Energy Services, LLC
1500 Rankin Road, Suite 200
Houston, Texas 77073

Commercial Energy
Sales Agreement—Addendum A
Texas

Addendum A

to the Commercial Energy Sales Agreement dated as of 12/3/2013, between Champion Energy Services, LLC (“Seller”), and (“Buyer”).

Part 1. Definitions:

The following terms shall have the meanings set forth below when used in the Agreement or in this Addendum.

- “Accounts and Meters” means Buyer’s Electric Service Identifier(s) or ESI ID(s) which is a unique number in the ERCOT market given to a Buyer’s Delivery Point(s).
- “Applicable Market Rate” means ERCOT’s applicable Real Time Nodal Load Zone LMP Price.
- “Delivery Point Change Criteria” means the Forecasted Usage of Buyer or the profile or area/zone that served as the basis for Seller’s determination of the initial Contract Price.
- “Delivery State” means the State of Texas.
- “EDC” means the applicable local transmission and distribution service provider (“TDU”).
- “ISO” means the Electric Reliability Council of Texas (“ERCOT”).
- “Profile” means load profile.
- “PUC” means the Public Utility Commission of Texas (“PUC”).
- “RES” means a retail electric provider.

Part 2. Additional Terms:

- (a) **Metering:** Seller may adjust invoices for any Usage measurement errors in accordance with TDU rules.
- (b) **Pricing:** A Contract Price specified on Exhibit “A” as a Real Time LMP Rate shall mean the Buyer’s price per kWh will be the weighted average Nodal as published by ERCOT for the billing period plus the LMP Adder. The LMP Adder is inclusive of all non-utility charges including ancillary services, congestion, losses, unaccounted for energy, qualified scheduling entity (“QSE”) fees and other ERCOT ISO charges or administrative fees incurred in connection with the delivery of energy.
- (c) **Billing & Payment:** Seller will invoice Buyer the total amount due for electricity delivered to Buyer during each month according to Seller’s regular billing cycle. Such invoice shall also include all applicable Taxes, TDU Charges and other charges allowed pursuant to this Agreement. Payment shall be due within sixteen (16) days after the applicable invoice date. All past due invoices will incur a late payment charge of 5% of the invoice amount and the outstanding balance will accrue interest at the lesser of 1% per month or the maximum amount allowable by law (the “Interest Rate”). Seller charges \$25.00 for each returned check or each ACH. Buyer shall be responsible for any and all costs, attorney and legal fees incurred by Seller for the collection of any outstanding balance owed by Buyer.
- (d) **Repair Services:** Seller consents to Buyer directly instructing the TDU to perform repair services and Seller shall invoice Buyer for the actual costs billed to Seller by the TDU for the performance of such repair services.
- (e) **Buyer Protection Rules:** Buyer and Seller acknowledge and agree that the Buyer Protection Rules enacted by the PUC (Substantive Rules, Section 25, Subchapter R), that were written to protect residential and very small commercial consumers, do not apply to this Agreement. If there is any conflict between the Buyer Protection Rules and this Agreement, the Parties acknowledge that this Agreement will control.

(f) **No On-Site Buyer Generation:** The Contract Price for the Term specified herein is conditioned on Buyer's warranty that, as to the Buyer's Delivery Point(s) at the Service Address(es) listed on Exhibit D, (i) Buyer does not own any on-site generation (except for emergency back-up generation used when the EDC is not capable of delivering energy) or thermal storage capabilities ("On-Site Energy Generation") and (ii) if Buyer, at any time during the Term of this Agreement, intends to purchase On-Site Energy Generation equipment or commence operations in furtherance of On-Site Energy Generation and related services, Buyer will provide Champion with a minimum of sixty (60) days prior written notice. Buyer acknowledges and understands that the use of On-Site Energy Generation during the Term of this Agreement will materially impact both the historical consumption data relied upon by Seller in entering into this Agreement and Buyer's Usage for the remainder of the Term and therefore, use of such On-Site Energy Generation without Seller's written consent is a material breach of this Agreement.

(g) **Texas Prompt Payment Act Terms:** In accordance with the Texas Prompt Payment Act, if Buyer qualifies as a governmental entity (See Texas Government Code, Chapter 2251), payment is due Champion thirty (30) days from the date the electricity is delivered or a correct invoice is received, whichever is the later of the two. If Buyer, in good faith, disputes a payment, Buyer must notify Champion of an error in an invoice submitted for payment by Champion not later than the 21st day after the date Buyer receives the invoice. If the dispute is resolved in favor of Champion, then Champion is entitled to receive interest on the unpaid balance of the invoice beginning on the date the payment for the invoice is overdue. A payment is considered overdue beginning the 31st day (from the date the electricity was delivered or a correct invoice is received, whichever is the later of the two). If the dispute is resolved in favor of the Buyer, Champion shall submit a corrected invoice that must be paid in accordance with Section 2251.021.

The unpaid balance accrues interest as provided by this chapter if the corrected invoice is not paid by the appropriate date. The rate of interest used to calculate the interest amount due, is the rate in effect on September 1st of the fiscal year in which the payment becomes overdue. The interest calculation is one percentage point higher than the prime rate published in the Wall Street Journal on the first business day of July of the preceding fiscal year.

(h) Champion Energy Services, LLC is licensed by the Public Utility Commission of Texas, license number 10098.

Part 3. Notices


	Buyer's Notice — Addendum		Champion Energy Notices
	Contract Issues	Invoicing	
Attention:	Tom Tagliabue, Director, Intergovernmental Relations	Kimberly Galan-Flores, Accounts Manager	Contract Manager
Address:	P.O. Box 9277	P.O. Box 9277	1500 Rankin Road, Suite 200
City, State, Zip:	Corpus Christi, TX 78469-9277	Corpus Christi, TX 78469-9277	Houston, Texas 77073
Telephone:	361.826.3850	361.826.3645	281.653.5090
Facsimile:	361.826.3845	361.826.3647	281.653.1810
E-mail:	tomtag@cctexas.com	kimberly@cctexas.com	Please e-mail your Champion Energy Sales Representative
Federal Tax ID:	74-6000574	74-6000574	20-1466960
Invoice Type:	<input checked="" type="checkbox"/> One summary bill to be sent to the Billing Address. <input type="checkbox"/> Individual bills per account, to be sent to the Billing Address. <input type="checkbox"/> Individual bills per account, to be sent to the Respective Service Address.		
Invoice Delivery Method:	<input checked="" type="checkbox"/> E-mail bill delivery <input type="checkbox"/> Mail bill delivery		

Tax Exemption Notice: If Seller does not receive the proper tax exemption documentation within thirty (30) days of enrollment date, Buyer must petition the Delivery State for any tax refunds due.

 (Initials) Buyer's Delivery Points are not tax exempt

 (Initials) Buyer's Delivery Points are tax exempt

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement effective as of the Effective Date. This Agreement will not become effective as to either Party unless and until executed by both Parties.

Buyer: City of Corpus Christi


(Signature) 12/17/2013
(Date)
Ron Olson

(Name)
City Manager

(Title)

Seller: Champion Energy Services, LLC

(Signature) (Date)

(Name)
Authorized Signatory

(Title)

Contact Information

Champion Energy Services, LLC
1500 Rankin Road, Suite 200
Houston, TX 77073
Phone: 281.653.5090
Toll-free: 877.653.5090
Website: www.championenergyservices.com
E-mail: support@championenergyservices.com

Champion Energy is licensed by the Texas Public Utility Commission as a REP to offer and supply electric generation services in Texas. Champion Energy's license number is 10098.

Public Utility Commission of Texas

PO Box 13326
Austin, Texas 78711-3326
Toll Free: 1.888.782.8477
Fax: 512.936.7003
TTY: 512.936.7136
E-mail: customer@puc.state.tx.us
Website: www.puc.state.tx.us

Customer Protection Division: 512.936.7120

For Emergencies, Outages and Equipment Service, call your respective TDU ("Poles & Wires" company) below.

CenterPoint Energy, Inc.
Houston and surrounding areas
Service: 800.332.7143
Outages: 800.332.7143
Website: www.centerpointenergy.com

Oncor
Dallas – Fort Worth and West Texas
Service: 888.313.6862
Outages: 888.313.4747
Website: www.oncor.com

TNMP
South Central Coast, Far West and North Texas
Service: 888.866.7456
Outages: 888.866.7456
Website: www.tnmp.com

AEP Texas
Central, South and West Texas
Service: 877.373.4858
Outages: 866.223.8508
Website: www.aeptexas.com



Customer Initials

Champion Initials

AMENDMENT TO RETAIL POWER SALES AGREEMENT DATED AUGUST 24, 2010 BETWEEN CHAMPION ENERGY SERVICES, LLC AND CORPUS CHRISTI, CITY OF. TO RENEW CURRENT AGREEMENT FOR THE PRICE AND TERM BELOW.

Customer: CORPUS CHRISTI, CITY OF Contract Date: August 24, 2010
 Amendment Date: December 17, 2013

EXHIBIT "A"

Start Date: January 01, 2014 Contract Price: \$0.05772/kWh
 Term: 48 months Consumption Variance: Full Swing

Contract Quantity: The monthly kWh quantity per ERCOT congestion zone shown below.

	Congestion Zone			
	Houston2010	South2010	North2010	West2010
Jan	0	47,872	0	0
Feb	0	39,324	0	0
Mar	0	46,045	0	0
Apr	0	44,849	0	0
May	0	47,270	0	0
Jun	0	48,301	0	0
Jul	0	49,730	0	0
Aug	0	42,271	0	0
Sep	0	30,112	0	0
Oct	0	44,703	0	0
Nov	0	28,172	0	0
Dec	0	49,059	0	0
Total	0	517,707	0	0



EXHIBIT "B"

- ERCOT Costs (included in Contract Price)**
- Balance Energy CSC Congestion Costs
 - Regulation Down Service Charge
 - Regulation Up Service Charge
 - Responsive Reserve Service Charge
 - Non-Spinning Reserve Service Charge
 - Replacement Reserve Service (Fixed, Heat Rate)
 - Voltage Support Charge
 - Black Start Service Charge
 - RMR Reserve Service Charge
 - OOM Replacement Capacity Charge
 - OOM Energy Charge
 - Zonal Out-of-Merit Energy Charge
 - T&D Unaccounted for Energy
 - ERCOT System Administration Fee
 - Transmission and Distribution Losses
 - Local (Intrazonal) Congestion Charges
 - Interzonal Congestion Charges (CSC)
 - Residential Requirement
 - Renewable Energy Charge
 - Uplifted Wind Generation Costs
 - Balancing Energy Neutrality Charges
 - PUCT Credit Requirements
 - ERCOT Credit Requirements
 - Qualified Scheduling Entity Fees
 - REP Administration and Margin Fees

EXHIBIT "C"

- Pass-through Charges (passed through at cost)**
- TDSP Charges - regulated by Public Utility Commission of Texas and imposed and invoiced by the TDSP(s)
- Customer Charges
 - Meter Charges
 - Transmission and Distribution Charges
 - Transmission Cost Recovery Factor
 - System Benefit Fund Charges
 - Nuclear Decommissioning Charges
 - Competitive Transition Charges
 - Transition Charges
 - Excess Mitigation Credits
 - Utility-imposed Reactive Power Charges
 - Charges for services, repairs & equipment
 - Other Charges TDSP(s) may impose from time-to-time
 - Taxes and other fees:
 - Municipal Franchise Fees
 - Gross Receipts Taxes
 - PUC Assessment Fee
 - Sales Taxes
 - Replacement Reserve Service (MCPE)

EXHIBIT "D"

No.	ESI ID	Service Address	City, State and ZIP	Congestion Zone
1	101383000070466	RADIO TOWER	Corpus Christi, TX 78410	SOUTH
2	101383000080804	RAPIDS DR/KICKAPOO DR	CORPUS CHRISTI, TX 78410	SOUTH
3	101383000080838	WOOD RIVER DR AT HDQT	CORPUS CHRISTI, TX 78410	SOUTH
4	101383000080853	WOOD RIVER DR/RAPIDS DR	CORPUS CHRISTI, TX 78410	SOUTH
5	101383000080887	DRY CRK/BIG CYPRESS BAY	CORPUS CHRISTI, TX 78410	SOUTH
6	101383000080978	BIG CYPRESS BAYOU	CORPUS CHRISTI, TX 78410	SOUTH
7	101383000081000	LAVACA RIVER CT	CORPUS CHRISTI, TX 78410	SOUTH



Customer Initials

Champion Initials

AMENDMENT TO RETAIL POWER SALES AGREEMENT DATED AUGUST 24, 2010 BETWEEN CHAMPION ENERGY SERVICES, LLC AND CORPUS CHRISTI, CITY OF. TO RENEW CURRENT AGREEMENT FOR THE PRICE AND TERM BELOW.

Customer: CORPUS CHRISTI, CITY OF

Contract Date: August 24, 2010
Amendment Date: December 17, 2013

EXHIBIT "D" - Continued

Delivery Point(s)	No.	ESI ID	Service Address	City, State and ZIP	Congestion Zone
	8	101383000081026	WOLF CRK/CLEAR FORK DR	CORPUS CHRISTI, TX 78410	SOUTH
	9	101383000081042	WOLF CREEK CT	CORPUS CHRISTI, TX 78410	SOUTH
	10	101383000081059	RED RIVER/OLMOS RIVER	CORPUS CHRISTI, TX 78410	SOUTH
	11	101383000081067	OLMOS RIVER CT	CORPUS CHRISTI, TX 78410	SOUTH
	12	101383000081075	PEACH CREEK CT	CORPUS CHRISTI, TX 78410	SOUTH
	13	101383000081083	RED RIVER/PEACH CRK CT	CORPUS CHRISTI, TX 78410	SOUTH
	14	101383000081091	RED RIVER/PETRONILA CRK	CORPUS CHRISTI, TX 78410	SOUTH
	15	101383000081109	WOOD RIVER/RED RIVER DR	CORPUS CHRISTI, TX 78410	SOUTH
	16	101383000081117	COWHOUSE CREEK CT	CORPUS CHRISTI, TX 78410	SOUTH
	17	101383000081125	COWHOUSE CRK/RED RIVER	CORPUS CHRISTI, TX 78469	SOUTH
	18	101383000081133	PETRONILA CREEK CT	CORPUS CHRISTI, TX 78410	SOUTH
	19	101383000081141	PETRONILA CREEK CT	CORPUS CHRISTI, TX 78469	SOUTH
	20	101383000081158	CLEAR FORK CT	CORPUS CHRISTI, TX 78410	SOUTH
	21	101383000081166	CLEAR FK CT/CLEAR FK DR	CORPUS CHRISTI, TX 78410	SOUTH
	22	101383000081174	PECAN BAYOU CT	CORPUS CHRISTI, TX 78410	SOUTH
	23	101383000081182	LAVACA RIVER/CLEAR FKDR	CORPUS CHRISTI, TX 78410	SOUTH
	24	101383000081190	CLEAR FORK DR	CORPUS CHRISTI, TX 78410	SOUTH
	25	101383000081208	WOOD RIVER/PECOS RIVER	CORPUS CHRISTI, TX 78410	SOUTH
	26	101383000081224	WOOD RIVER DR	CORPUS CHRISTI, TX 78410	SOUTH
	27	101383000081232	WOOD RIVER/CALAVERAS DR	CORPUS CHRISTI, TX 78410	SOUTH
	28	101383000081240	SPRING CRK/ATTOYAC DR	CORPUS CHRISTI, TX 78410	SOUTH
	29	101383000081257	SPRING CRK/CALAMITY DR	CORPUS CHRISTI, TX 78410	SOUTH
	30	101383000081265	SPRING CREEK/BEAL DR	CORPUS CHRISTI, TX 78410	SOUTH
	31	101383000083154	WASTESTATION/BEAL/SPRIN	CORPUS CHRISTI, TX 78410	SOUTH
	32	101383000083196	RED RIVER/RIVER HILL	CORPUS CHRISTI, TX 78410	SOUTH
	33	101383000083204	BLACK BAYOU	CORPUS CHRISTI, TX 78410	SOUTH
	34	101383000083212	RED RIVER DR	CORPUS CHRISTI, TX 78410	SOUTH
	35	101383000083238	RIVER HILL/SHAWNEETRAIL	CORPUS CHRISTI, TX 78410	SOUTH
	36	101383000083253	SWEETWATER CREEK	CORPUS CHRISTI, TX 78410	SOUTH
	37	101383000083295	SWEETWATER CREEK	CORPUS CHRISTI, TX 78410	SOUTH
	38	101383000083329	SWEETWATER CREEK	CORPUS CHRISTI, TX 78410	SOUTH
	39	101383000083345	SWEETWATER CRK/REDRIVER	CORPUS CHRISTI, TX 78410	SOUTH
	40	101383000083378	RED RIVER/SHAWNEE TRAIL	CORPUS CHRISTI, TX 78410	SOUTH
	41	101383000083394	RED RIVER/SWEETWATER CK	CORPUS CHRISTI, TX 78410	SOUTH
	42	101383000083410	CLEAR FORK DR	CORPUS CHRISTI, TX 78410	SOUTH
	43	101383000083428	CLEAR FORK/RED RIVER DR	CORPUS CHRISTI, TX 78410	SOUTH
	44	101383000083451	MEDINA SPRINGS	CORPUS CHRISTI, TX 78410	SOUTH
	45	101383000083477	MEDINA SPRING/PRAIRIECK	CORPUS CHRISTI, TX 78410	SOUTH
	46	101383000083485	PRAIRIE CREEK DR	CORPUS CHRISTI, TX 78410	SOUTH
	47	101383000083618	PRAIRIE CRK/RED RIVER	CORPUS CHRISTI, TX 78410	SOUTH
	48	101383000084707	CLEAR FORK DR	CORPUS CHRISTI, TX 78410	SOUTH
	49	101383000127688	FM 624/RIVER HILL DR	CORPUS CHRISTI, TX 78410	SOUTH
	50	101383000130658	MELEX DR/MOOREHEAD	CORPUS CHRISTI, TX 78410	SOUTH
	51	101383000130666	SPAULDING/RIVER HILL DR	CORPUS CHRISTI, TX 78410	SOUTH
	52	101383000130674	REAGAN/RIVER HILL DR	CORPUS CHRISTI, TX 78410	SOUTH
	53	101383000130682	POWELL/PINNACLE DR	CORPUS CHRISTI, TX 78410	SOUTH
	54	101383000130690	NORTHWEST EST/PARK	CORPUS CHRISTI, TX 78410	SOUTH
	55	101383000130708	FM 624/PINNACLE DR	CORPUS CHRISTI, TX 78410	SOUTH
	56	101383000130716	POWELL/REAGAN DR	CORPUS CHRISTI, TX 78410	SOUTH
	57	101383000130724	REAGAN/NICHOLS DR	CORPUS CHRISTI, TX 78410	SOUTH
	58	101383000130732	POWELL/NICHOLS DR	CORPUS CHRISTI, TX 78410	SOUTH
	59	101383000130740	MOORHEAD/SPAULDING DR	CORPUS CHRISTI, TX 78469	SOUTH
	60	101383000130757	SPAULDING/NICHOLS DR	CORPUS CHRISTI, TX 78410	SOUTH
	61	101383000130765	MOORHEAD/POWELL DR	CORPUS CHRISTI, TX 78410	SOUTH
	62	101383000172833	WOODRIVER AND CLEAR FORK	CORPUS CHRISTI, TX 78410	SOUTH
	63	101383000179986	TRINITY RIV DR AND FM 624	CORPUS CHRISTI, TX 78410	SOUTH
	64	101383000179994	TRINITY RIVER DRIVE	CORPUS CHRISTI, TX 78410	SOUTH
	65	101383000180000	TRINITY RIVER DRIVE	CORPUS CHRISTI, TX 78410	SOUTH
	66	101383000180018	TRINITY DR AND WOODRIV DR	CORPUS CHRISTI, TX 78410	SOUTH



Customer Initials

Champion Initials

AMENDMENT TO RETAIL POWER SALES AGREEMENT DATED AUGUST 24, 2010 BETWEEN CHAMPION ENERGY SERVICES, LLC AND CORPUS CHRISTI, CITY OF. TO RENEW CURRENT AGREEMENT FOR THE PRICE AND TERM BELOW.

Customer: CORPUS CHRISTI, CITY OF

Contract Date: August 24, 2010
Amendment Date: December 17, 2013

EXHIBIT "D" - Continued

Delivery Point(s)				
No.	ESI ID	Service Address	City, State and ZIP	Congestion Zone
67	101383000180026	WOODRIVER DR ENTRANCE	CORPUS CHRISTI, TX 78410	SOUTH
68	101383000180034	RIVER PARK AND BEAL DR	CORPUS CHRISTI, TX 78410	SOUTH
69	101383000180042	GUADALUPE RIVER DR	CORPUS CHRISTI, TX 78410	SOUTH
70	101383000180059	RIVER PARK DR/PARK	CORPUS CHRISTI, TX 78410	SOUTH
71	101383000180067	WOODRIVER/GUADALUPE RIV	CORPUS CHRISTI, TX 78410	SOUTH
72	101383000180075	WOODRIVER AND RIVER PARK	CORPUS CHRISTI, TX 78410	SOUTH
73	101383000180083	SPRING CREEK/BUTTES DR	CORPUS CHRISTI, TX 78410	SOUTH
74	101383000180091	SPRING CREEK/KEEGAN DR	CORPUS CHRISTI, TX 78410	SOUTH
75	101383000180109	E RIVERVIEW/DRY CRK DR	CORPUS CHRISTI, TX 78410	SOUTH
76	101383000180117	DRY CREEK AND RAPIDS DR	CORPUS CHRISTI, TX 78410	SOUTH
77	101383000180125	PECAN BAYOU/CLEAR FRK	CORPUS CHRISTI, TX 78410	SOUTH
78	101383000192716	RIVERWAY AND RIVER RUN	CORPUS CHRISTI, TX 78410	SOUTH
79	101383000192724	RIVERWAY AND CO RD 69	CORPUS CHRISTI, TX 78410	SOUTH
80	101383000192732	RIVER ROCK AND CO RD 69	CORPUS CHRISTI, TX 78410	SOUTH
81	101383000192740	RIVER ROCK AND RIVER RUN	CORPUS CHRISTI, TX 78410	SOUTH
82	101383000192757	RIVER ROCK AND RIVERSIDE	CORPUS CHRISTI, TX 78410	SOUTH
83	101383000192765	RIVERWAY AND RIVERSIDE	CORPUS CHRISTI, TX 78410	SOUTH
84	101383000194084	SL/ATTOYAC	CORPUS CHRISTI, TX 78410	SOUTH
85	101383000194092	SL/BUTTES	CORPUS CHRISTI, TX 78410	SOUTH
86	101383000194100	SL/KEEGANANDLAVACA RV CT	CORPUS CHRISTI, TX 78410	SOUTH
87	101383000194118	SL/KEEGAN	CORPUS CHRISTI, TX 78410	SOUTH
88	101383000194886	MIDDLE OF PECOS RV DR	CORPUS CHRISTI, TX 78410	SOUTH
89	101383000194894	PECOS AND SHOSHONE DR	CORPUS CHRISTI, TX 78410	SOUTH
90	101383000194902	END OF SHOSHONE DR	CORPUS CHRISTI, TX 78410	SOUTH
91	101383000194910	PECOS AND PLATTE RV DR	CORPUS CHRISTI, TX 78410	SOUTH
92	101383000194928	MIDDLE OF PLATTE RV DR	CORPUS CHRISTI, TX 78410	SOUTH
93	101383000194936	END OF PLATTE RV DR	CORPUS CHRISTI, TX 78410	SOUTH
94	101383000197137	SL/RIVERWAYANDEAST DR	CORPUS CHRISTI, TX 78410	SOUTH
95	101383000197186	SL/RIVER EASTANDROCK DR	CORPUS CHRISTI, TX 78410	SOUTH
96	101383000208728	SL/SANTA GERTRUDIS	CORPUS CHRISTI, TX 78410	SOUTH
97	101383000211169	SIGNAL LIGHT	CORPUS CHRISTI, TX 78410	SOUTH
98	101383000211177	624-CO RD 73	CORPUS CHRISTI, TX 784109277	SOUTH
99	101383000212464	SL/BEAL	CORPUS CHRISTI, TX 78410	SOUTH
100	101383000249359	SUGAR MAGNOLIA/CAAVERAS	CORPUS CHRISTI, TX 78410	SOUTH
101	101383000250654	SUGAR MAGNOLIA	CORPUS CHRISTI, TX 78410	SOUTH
102	101383000253765	RIVERWOOD/FM 624	CORPUS CHRISTI, TX 78410	SOUTH
103	101383000266825	SANTA GERTRUDIS DR	CORPUS CHRISTI, TX 78410	SOUTH
104	101383000267690	BEAL DR/THOREAU DR	CORPUS CHRISTI, TX 78410	SOUTH
105	101383000267708	BEAL/WOODRIVER DR	CORPUS CHRISTI, TX 78410	SOUTH
106	101383000267716	LONGFELLOWS GLEN DR	CORPUS CHRISTI, TX 78410	SOUTH
107	101383000267815	BEAL DR/LONGFELLOWS	CORPUS CHRISTI, TX 78410	SOUTH
108	101383000269126	THOREAU DR	CORPUS CHRISTI, TX 78410	SOUTH
109	101383000269167	SANTA GRETRUDES/BEAL	CORPUS CHRISTI, TX 78410	SOUTH
110	101383000269589	SANTA GERTRUDIS	CORPUS CHRISTI, TX 78410	SOUTH
111	101383000270140	TEAL DR	CORPUS CHRISTI, TX 78410	SOUTH
112	101383000270157	RIVER WALK	CORPUS CHRISTI, TX 78410	SOUTH
113	101383000270165	RAPIDS DR	CORPUS CHRISTI, TX 78410	SOUTH
114	101383000270173	TRINITY RIVER/RIVERWALK	CORPUS CHRISTI, TX 78410	SOUTH
115	101383000270462	RAPIDS DR	CORPUS CHRISTI, TX 78410	SOUTH
116	101383000270889	RIVER WALK/END	CORPUS CHRISTI, TX 78410	SOUTH
117	101383000271243	E RIVERVIEW/GERONIMO DR	CORPUS CHRISTI, TX 78410	SOUTH
118	101383000271244	GERONIMO DR/GUADALUPE	CORPUS CHRISTI, TX 78410	SOUTH
119	101383000271246	WHITEMAN CIR/GUADALUPE	CORPUS CHRISTI, TX 78410	SOUTH
120	101383000271248	WHITEMAN CIR	CORPUS CHRISTI, TX 78410	SOUTH
121	101383000271249	GUADALUPE RIVER/BALLARD	CORPUS CHRISTI, TX 78410	SOUTH
122	101383000271250	GUADALUPE RIV/WORDSWORT	CORPUS CHRISTI, TX 78410	SOUTH
123	101383000272400	BEDROCK/EAST RIVERVIEW	CORPUS CHRISTI, TX 78410	SOUTH
124	101383000272411	BEDROCK/BIG CYPRUS BAYO	CORPUS CHRISTI, TX 78410	SOUTH
125	101383000272412	BIG CYPRUS BAYOU	CORPUS CHRISTI, TX 78410	SOUTH



Customer Initials

Champion Initials

AMENDMENT TO RETAIL POWER SALES AGREEMENT DATED AUGUST 24, 2010 BETWEEN CHAMPION ENERGY SERVICES, LLC AND CORPUS CHRISTI, CITY OF. TO RENEW CURRENT AGREEMENT FOR THE PRICE AND TERM BELOW.

Customer: CORPUS CHRISTI, CITY OF

Contract Date: August 24, 2010
Amendment Date: December 17, 2013

EXHIBIT "D" - Continued

Table with 5 columns: No., ESI ID, Service Address, City, State and ZIP, Congestion Zone. Rows 126-184 listing various service addresses in Corpus Christi, TX.



Customer Initials

Champion Initials

AMENDMENT TO RETAIL POWER SALES AGREEMENT DATED AUGUST 24, 2010 BETWEEN CHAMPION ENERGY SERVICES, LLC AND CORPUS CHRISTI, CITY OF. TO RENEW CURRENT AGREEMENT FOR THE PRICE AND TERM BELOW.

Customer: CORPUS CHRISTI, CITY OF

Contract Date: August 24, 2010
Amendment Date: December 17, 2013

EXHIBIT "D" - Continued

Table with 5 columns: No., ESI ID, Service Address, City, State and ZIP, Congestion Zone. Rows 185-194.

For Emergencies, Outages and Equipment Service, call your respective TDSP ("wires" company) below.

Table with 5 columns: TDSP, Service Area, ESI ID Prefix, Emergency, Service. Rows for CenterPoint, TXUED, AEP, TNMP.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement effective as of the Effective Date. This agreement will not become effective as to either Party unless and until executed by both Parties.

CORPUS CHRISTI, CITY OF

Champion Energy Services, LLC

By: [Signature]
[Signature]

By: _____
[Signature]

Name: Ron Olson

Name:

Title: City Manager

Title:

Date: December 17, 2013

Date: