



ENTRUST ENERGY – TERMS OF SERVICE FOR COMMERCIAL CUSTOMERS

The following Terms of Service (“**TOS**”) explains the terms and conditions that apply to your purchase of electricity from Entrust Energy, Inc. (“**Entrust Energy**”, also referred to herein as “**we**”, “**our**” and “**us**”). For purposes of this TOS, the term “**Customer**” (also referred to herein as “**you**” or “**your**”) means the customer applying for commercial electric service whose name appears on the Letter of Authorization forming part of this Contract or an authorized agent thereof (as applicable). Your “**Contract**” with us includes the TOS, your Letter of Authorization submitted to us in writing, by telephone or the internet (“**Enrollment Authorization**”), your relevant Electricity Facts Label (“**EFL**”), and the “Your Rights as a Customer” disclosure document (“**YRAC**”), each as may be amended from time to time.

This Contract is for small commercial customers. A small commercial customer is a Customer: (i) whose annual peak demand is less than 50 kW during any continuous twelve (12) month period, and (b) whose load is not part of an aggregation program with annual peak demand greater than 50 kW during any continuous twelve (12) month period. If you receive service under this Contract and subsequently do not qualify as a small commercial Customer, you will be charged our applicable month to month rate for non-small commercial Customers and sent our applicable electricity sales agreement which shall be deemed to be effective upon receipt.

By accepting electric service from Entrust Energy, you agree to be bound by the terms of the Contract. For specific information concerning your electric Product (as hereinafter defined), you should refer to the relevant EFL applicable to your Product.

References to the Public Utility Commission of Texas (“**PUCT**”) Substantive Rules Applicable to Electric Service Providers, as amended (the “**PUCT Rules**”) may be accessed by you online at <http://puc.state.tx.us/agency/rulesnlaws/subrules/electric/Electric.a.spx>.

Contact Information

Entrust Energy, PUCT Certification Number 10197, is a licensed retail electric provider (“**REP**”) in Texas. If you have any questions about your Contract or your electric service, you can contact us at 866.921.6476 Monday - Friday 8:00 a.m. - 7:00 p.m. CST (excluding holidays) or as follows:

Mail: Entrust Energy, 1301 McKinney, Suite 1200, Houston, TX 77010
Website: www.entrustenergy.com
Email: customercare@entrustenergy.com
Fax: 1.866.299.2097

Your contact information is stated in your Enrollment Authorization. Please contact us if any of your contact information changes so that you will continue to properly receive bills and other notices from us. Your Contract documents are available in Spanish by contacting us at 1.866.921.6476. Usted puede obtener los documentos de su contrato comunicándose con nosotros al 1.866.921.6476 o customercare@entrustenergy.com

Customer Information: By entering into this Contract, you agree that your TDU may release to us certain information that we need to provide you with service, including, but not limited to, your address, phone number, account numbers and historical usage information.

Purchase and Sale of Electricity

You agree to purchase electricity from us for the ESI ID(s) at the Service Address(es) stated in your Enrollment Authorization during the Term (as hereinafter defined), and we agree to provide such services to you during the Term. The type of electric service that you receive under this Contract shall be either a “**Fixed Rate Product**” or a “**Variable Price Product**” (in each case, the “**Product**”), as elected by you in your Enrollment Authorization. Specific information about your Product under this Contract is contained in your EFL. While Entrust Energy sets the price you pay for electricity, the PUCT regulates the rate you pay for delivery of the electricity. Delivery of the electricity is provided by your local Transmission and Distribution Utility (“**TDU**”) which includes transmission, distribution, metering, and maintenance.

Term

The applicable term of service under this Contract (“**Term**”) shall be elected by you in the Enrollment Authorization and stated in your EFL. The Term shall begin on (i) the date on which your switch to Entrust Energy occurs (for a standard switch or self-selected switch, as elected by you in the Enrollment Authorization); or (ii) the date on which your meter is activated (for a new service or move-in, as elected by you in the Enrollment Authorization). The Term shall end on the first meter read date following (i) the end date of the Term specified by you in the Enrollment Authorization; or (ii) any date prior to the expiration of the Term on which this Contract is canceled or otherwise terminated early by you (by switching to a new REP or otherwise) or by Entrust Energy (including any disconnection of your service), in each case as permitted herein. Upon your request, we will provide to you the specific estimated start date and end date applicable to the Term of your Contract. This information can be found on the back of your bill statement.

Renewal of Service

If your Contract is for a Term greater than 31 days, then at least 30 days (or one billing cycle) prior to the date your Contract expires, but not more than 60 days (or two billing cycles) prior to the date your Contract expires, we will send you written notice that your Contract will expire at the end of your Term. Upon the expiration of the Term, if you have not renewed your Contract with us or switched to another retail electricity provider (“**REP**”), you will continue to receive electric service from us under our default renewal product (our then-available Entrust Monthly Variable Price Product) on a month-to-month basis, which may be cancelled at any time with no fee, until either you or Entrust Energy terminates service (as permitted herein). You will receive an EFL for the default renewal product with your contract expiration notice and these TOS will still apply.

Pricing Information

The total price per Kilowatt-hour (“**kWh**”) that you pay each month for electric service (“**Service Rate**”) includes the following:

- “**Energy Charge**”: our energy charge to supply the Product to you
- “**TDU Delivery Charges**”: which includes (i) all recurring TDU charges for the delivery of electricity; and (ii) all recurring Electric Reliability Council of Texas (“**ERCOT**”) or Texas Regional Entity (“**TRE**”) administrative fees charged to us in providing service under your Contract.

The Service Rate does not include the following charges, all of which shall be passed through to you and separately stated on your bill:

- **“Non-Recurring Charges”**: Any non-recurring charges assessed (i) by the TDU (e.g., special meter read/test fees, installation and connection fees, disconnection and reconnection fees); or (ii) by us.
- **“Taxes”**: Any federal, state and local taxes, fees, governmental charges, and assessments presently or hereafter imposed on you as purchaser of electricity, on us as seller of electricity, or on electricity sales transactions, including gross receipts taxes, municipal administrative fees, and generation, utility, TDU, regulatory, BTU or electricity taxes and assessments.

You acknowledge your understanding that your TDU bills us for certain non-recurring charges relating to services initiated by you, including but not limited to a switch request, move-in, priority move-in, out-of-cycle meter read, meter installation, disconnection or reconnection. When such non-recurring charges are incurred, they will be passed through to you as separate line items on your bill. The specific amounts payable for such TDU services are determined by the TDU and approved by the PUCT (not Entrust Energy) and are subject to change at the TDU’s discretion. A list of the current charges can be found in each TDU’s tariff at: <http://puc.state.tx.us/industry/electric/rates/TDR.aspx>.

In addition to any non-recurring charges assessed by the TDU, you will be responsible for the following non-recurring charges assessed by us: (i) a Late Payment Charge equal to five percent (5%) of uncontested past due balances owed to Entrust Energy, plus interest; (ii) a \$25.00 Returned Payment Charge; (iii) the Early Cancellation Penalty set forth in your EFL and in the “Early Termination of Your Contract” section of this TOS; (iv) a Disconnection Fee of \$25.00 if your service is processed for disconnection, regardless of whether your electric service is disconnected; (v) a Reconnection Fee of \$25.00 if your service is suspended or disconnected and you choose to reconnect service; and (vi); an Excessive DNP Notice Charge of \$10.00 starting with your third disconnection notice in a 12-month period, regardless of whether your electric service is disconnected.

The Energy Charge, TDU Delivery Charges, Taxes and any Non-Recurring Charges will be reflected on your monthly bill under **“Current Charges”**.

For small commercial customers, Entrust Energy does not charge a demand charge other than the pass-through of any applicable demand charges imposed by your TDU. Entrust Energy has the right to also charge a Zero Usage Fee of \$5.00 per meter per month for those meters that are identified as, or that commonly register, zero usage. The type of meter that typically registers zero usage includes, but is not limited to, water pumps, guard lights, and similarly situated meters. The fee will not be assessed if any usage is reported to Entrust Energy by your TDU for a given month.

For same-day priority move-in requests, if applicable, Entrust Energy has the right to charge a Same-Day Priority Move-in Fee of \$25.00. If after enrolling you request Entrust Energy to change the date on which you will commence receiving service, Entrust Energy has the right to charge a Changed Start Date Fee of \$10.00 for each date change.

In the event that you enroll with Entrust Energy for electric service for an address and/or ESID for which you are not authorized to commence service, Entrust Energy shall have the option to assess you an Unauthorized Enrollment Fee of \$50.00 which shall be in

addition to any fees or charges which may be assessed by the applicable TDU to rectify such unauthorized enrollment and which shall be passed through to you. TDU fees also may include, but are not limited to, a move-in fee, a new service initiation fee, connection fee, fee for any meter reading performed outside the normal cycle, disconnection fee, and/or re-connection fee.

Changes in Price

The price you pay for service under this Contract may change only in a manner that is consistent with the PUCT Rules and the EFL applicable to your Product, as follows.

- **Fixed Rate Product**: For a Fixed Rate Product, your Service Rate may be changed solely to reflect (i) changes in TDU charges; (ii) changes to the ERCOT or TRE administrative fees charged to loads; or (iii) changes resulting from federal, state or local laws that impose new or modified fees or costs on REPs, including Entrust Energy, that are beyond the control of REPs. In the event of a price change, you will be notified in writing pursuant to the process described in the Amendment paragraph herein.
- **Variable Price Product**: For a Variable Price Product, your Service Rate may fluctuate on a month-to-month basis and is subject to change based on expected energy costs for the delivery zone in which the load is served and will include an administrative cost component (“retail adder”) that will not exceed \$0.03 per kWh. The price applied in the first billing cycle may be different from the price in your EFL if there are changes in TDU charges; changes to the Electric Reliability Council of Texas or Texas Regional Entity administrative fees charged to loads; or changes resulting from federal, state or local laws or regulatory actions that impose new or modified fees or costs that are outside our control. The length of your first billing cycle will depend on your date of enrollment and TDU meter read date and may vary significantly from your normal meter read cycle. You may monitor the rates for your Variable Price Product and view the historical prices of such Product by visiting our website at www.entrustenergy.com/commvariablepricehistory or calling us toll-free at 1.866.921.6476.

Billing and Payment

Every month, during the Term of your Contract, Entrust Energy will provide Customer with a bill that will include all Current Charges that have accrued during Customer’s most recent billing cycle of approximately 30 days. The amount of Customer’s bill shall be based on Customer’s actual electricity usage during the relevant service period, as determined by the TDU meter read cycle for the ESI ID(s) at Customer’s Service Address(es). If Entrust Energy does not receive Customer’s actual meter reading from the TDU by the time that Entrust Energy issues a bill, Entrust Energy may bill Customer based on estimated usage and associated charges if the TDU does not provide your meter readings and/or other billing information on a timely basis. In such an event, Entrust Energy will identify usage and/or charges as “estimated” on your bill. Entrust Energy will make appropriate adjustments upon receipt of actual usage. Entrust Energy may adjust bills for any usage measurement errors in accordance with TDU rules. You will be billed for all of the electricity you consume, or are estimated to consume, during your monthly billing period at the rate that is in effect on the date your meter is read at the end of each billing period.

All bills shall be issued to Customer in writing and delivered via the United States Postal Service, unless both Entrust Energy and

Customer otherwise agree to an electronic bill in which case bills shall be delivered to Customer via electronic mail. Written bills shall be delivered to Customer at the billing address specified by Customer in the Enrollment Authorization or at such other address as may be directed by Customer.

You agree to pay all Current Charges stated in your bill. Payment of all billed Current Charges is due as of the date of the bill and shall be considered past-due if not paid within 16 calendar days from the date of the bill (unless such day is not a business day, in which case payment shall be due on the next business day) ("**Due Date**"). If you do not pay your bill by the Due Date, we may charge you a Late Payment Charge of 5% on the past-due amount.

Bills may be paid by any of the following methods:

- **Cash:** You may pay with cash at Ace Cash Express. To find a location in your area, call 1.877.346.3223.
- **Check:** You may pay by check via mail, addressed to Entrust Energy at the address stated on your bill;
- **Recurring Bank Draft:** You may pay your bill by automatic bank draft on a recurring basis.
- **Online Account Management:** You may view and/or pay your bill electronically through our My Account electronic bill presentment option. Payment method available is via e-check.
- **Online Through Your Bank:** You may conveniently pay your bill by using your bank's online bill pay.
- **Customer Care Center:** You may call us directly to pay via bank draft

Customer shall pay Entrust Energy a \$25.00 fee for each returned check and/or electronic or automated payment that was not processed due to insufficient funds ("**Returned Payment Charge**"). Any check or electronic or automated transfer that is returned for unavailable or insufficient funds will be considered a non-payment and may lead to a disconnection of Customer's electric service. If you have two or more returned payments in 12 months, you must pay us by money order or in cash. We are not responsible for notifying you of bounced checks or returned electronic payments. For additional details about setting up recurring payments or managing your bills online, contact us toll-free at 1.866.921.6476, email customercare@entrustenergy.com or visit www.entrustenergy.com.

If you fail to timely pay any amounts due under a bill we (i) may refer your outstanding balance to an attorney or collection agent for collection, or (ii) file a lawsuit or otherwise collect your outstanding balance through probate, bankruptcy or other judicial proceedings, then in either case of (i) or (ii) above, you agree to pay all reasonable fees and expenses (including attorney fees) that we incur in the collection process.

Alternate Billing and Payment Options

Please contact us immediately if you anticipate having any difficulty paying your entire bill by the Due Date. If you contact us and indicate your inability to pay or if you ask for assistance regarding bill payment, we will inform you of all applicable payment options and billing assistance programs available to you and the relevant eligibility requirements and procedures to apply for each program. We currently offer the following billing and payment assistance programs:

Level Payment Plan: Our level payment plan ("**Level Payment Plan**") gives you the convenience of a stable bill amount so that you can plan your monthly budget for a 12 month period ("**Plan Period**"). If

you enroll in the plan, we will review your usage history from the previous year for the same time period. We will then apply your current Service Rate and estimated TDU Delivery Charges to such usage. These expected bills will be averaged to establish the average amount that you pay each month during the Plan Period ("**Level Payment Amount**"). Your monthly bills will show both your actual usage and actual bill amounts, but you will be required to pay only the Level Payment Amount for such month. The cumulative difference between your Level Payment Amounts and your actual bill amounts will be reflected each month on your bill.

At least annually under the Level Payment Plan, we will review your account to determine if your Level Payment Amount is still appropriate. If this review determines that your actual bill amounts were more than 10% over or under your original Level Payment Amount, we will adjust your Level Payment Amount for the remainder of the Plan Period to better reflect your current usage.

At the end of the Plan Period, we will calculate the difference between your actual bill amounts and Level Payment Amounts to determine if an over billing or under billing has occurred during the relevant Plan Period. We will (i) credit your account with respect to any over billing during the Plan Period; (ii) charge your account for any amount that was under billed during the Plan Period and spread that amount over the next plan period; and (iii) recalculate your Level Payment Amount for the upcoming Plan Period.

The Level Payment Plan does not affect your obligation to pay us for all actual billed amounts incurred by you during the Plan Period.

The Level Payment Plan shall be made available to a Customer if Customer is not currently delinquent in payment to Entrust Energy. Customer will be ineligible to continue participation in the Level Payment Plan if Customer is delinquent in making payments to Entrust Energy during the Plan Period. All payments made under the Level Payment Plan are subject to the terms and procedures of this TOS, including Entrust Energy's right to assess any Late Payment Charges and take collection actions with respect to any late payments by Customer.

If Customer is delinquent in payment when it enters into the Level Payment Plan, Entrust Energy may require Customer to pay up to fifty percent (50%) of the delinquent amount then due. The remaining delinquent balance will be (i) paid by Customer in equal installments over five (5) billing cycles, unless Customer agrees to fewer installments; or (ii) included in calculating Customers' Level Payment Amount (as described above). If Entrust Energy requires Customer to pay the delinquent balance in installments, Entrust Energy will provide Customer a written deferred payment plan.

Deferred Payment Plan: If Customer is unable to pay a bill when due, Customer should contact Entrust Energy to determine whether Customer qualifies for Entrust Energy's deferred payment plan which if available, would allow a Customer to pay an outstanding balance in installments that extend beyond the due date of the current bill ("**Deferred Payment Plan**").

A Deferred Payment Plan will be made available upon request under the following circumstances for Customers who:

- (i) have bills that become due during an extreme weather emergency;
- (ii) as directed by the PUCT, during a state of disaster declared by the governor for Customers who are in the area covered by the declaration; and

(iii) have been under-billed in the amount of \$50.00 or more (unless due to theft of service).

All Deferred Payment Plans shall be confirmed in writing between Entrust Energy and Customer, and a copy shall be provided to Customer for its records. If Customer does not abide by the terms of the Deferred Payment Plan, Entrust Energy may have the right to disconnect Customer's electric service as provided herein.

Switch-Holds

If Customer enters into a Deferred Payment Plan or a Level Payment Plan with respect to any past-due amount, Entrust Energy has the right to put a switch-hold on Customer's account. A switch-hold means that Customer will not be able to buy electricity from other companies until Customer pays the total deferred balance to Entrust Energy. If Entrust Energy puts a switch-hold on Customer's account, it will be removed after Customer's deferred balance is paid and processed. While a switch-hold applies, if you are disconnected for not paying, you will need to pay Entrust Energy to get your electricity turned back on.

Credit Requirements and Deposits

We may require you to demonstrate and maintain satisfactory credit as a condition of providing service to you under this Contract in accordance with our internal credit policies ("**Credit Requirements**"), and subject to the terms herein, you authorize us to access and use information about you in order for us to review your credit history.

If you are a new Customer and do not meet our Credit Requirements, you may be required to pay an initial deposit before receiving electricity service. If you are an existing Customer, you also may be required to pay an initial deposit to us if (i) you have been late paying your bill more than once during the last 12 months; or (ii) your service has been disconnected for non-payment. Moreover, during the Term of this Contract, you may be required to pay us an additional deposit to continue to receive electric service if (i) the average of your actual billings for the last 12 months is at least twice the amount of the original average of your estimated annual billings when you initiated service with us; and (ii) a termination or disconnection notice has been issued to you or your account has been disconnected within the previous 12 months.

If a deposit is required, the total amount of your deposit will not exceed an amount equal to the greater of either (1) the sum of the next two months of your estimated billings, or (2) one-fifth (1/5) of your estimated annual billings. If we hold your cash deposit longer than 30 days, your deposit will accrue interest from the day we received it at the interest rate established annually by the PUCT. We will credit any accrued interest on your deposit to your account either on your January bill each year or on your final bill.

If you have not had any late payments for 24 consecutive months, then we will apply your deposit plus accrued interest to your account. If we are no longer your REP and an outstanding balance remains on your account, then we will apply the deposit plus accrued interest against any outstanding balance on your final bill. We will bill you for any remaining balance and the bill will be due upon receipt, payable in accordance with the terms of this TOS. We will refund any credit balance to you or transfer the credit balance to your new REP, at your request and with your new REP's consent.

Right of Rescission: If you are switching your electric service to Entrust Energy from another REP, you may withdraw your acceptance of this Contract without penalty or fee by contacting Entrust Energy within three federal business days after the date of your receipt of the TOS. You must notify Entrust Energy by telephone toll-free at (866) 921-6476, by fax toll-free at (866) 299-2097 or by email at: customercare@entrustenergy.com. Any rescission request should include the following information: (1) the request to rescind your Contract; (2) your name, service address(es), and phone number; and (3) your account number or ESI ID number under your Contract.

Adding or Deleting Service Addresses

If during the Term you wish to add or delete a Service Address, please contact us immediately to discuss the various options.

Early Termination of Your Contract

If you wish to terminate your Contract, please contact Entrust Energy toll-free at 866.921.6476, by fax at 866.299.2097 or by email at: customercare@entrustenergy.com. If you terminate your Contract before the expiration of your Term (including a switch to a new REP), you agree to pay the penalty or fee for early termination indicated in your EFL, if any ("**Early Cancellation Penalty**"). The Early Cancellation Penalty for our Fixed Rate Products shall be determined based on the following formula:

Remaining Usage Factor x Volume x Energy Charge

Remaining Usage Factor: Remaining months in the Term divided by 12 and rounded to one decimal place (provided that if this value is less than 1, it shall be deemed equal to 1)

Volume: Sum of Customer's two highest months of usage in the immediately preceding 12 billing cycles (and if such usage is not available, the equivalent of such usage shall be estimated by Entrust Energy in a commercially reasonable manner)

Energy Charge: Customer's applicable Energy Charge

No Early Cancellation Penalty shall apply if you receive a Variable Price Product from us, which is only offered on a month-to-month basis and may be cancelled at any time without fee or penalty.

If you move from your existing Service Address(es) during the Term and provide a forwarding address to us, you will not be responsible for the Early Cancellation Penalty if you provide evidence that you are moving and a forwarding address. In order to ensure timely processing, you should notify us at least 3 days before the requested termination date. Even if you are not obligated to pay the Early Cancellation Penalty, you will remain obligated to pay us any outstanding amounts owed for electric service you received under the Contract prior to termination.

Disconnection of Your Electric Service

In accordance with the terms of this Contract and the PUCT Rules (See Section 25.483 at

<http://puc.state.tx.us/agency/rulesnlaws/subrules/electric/Electric.aspx>), we may request disconnection of your electric service if (i) you fail to pay any undisputed amounts when due (or fail to make deferred payment arrangements with us as provided herein), (ii) you fail to pay a deposit to us when required herein, or (iii) you violate this TOS by using service in a manner that interferes with the electric service of others or the operation of nonstandard equipment (if a reasonable attempt has been made to notify you and you are provided with a reasonable opportunity to remedy the

situation) (“**Disconnection Event**”), and you fail to remedy the Disconnection Event on or before the disconnection date stated in the disconnection notice that we provide to you.

We will notify you in writing at least 10 calendar days before we disconnect your electric service in order to provide you with an opportunity to avoid disconnection by remedying the applicable Disconnection Event. Notwithstanding the above, pursuant to Section 25.483(d) of the PUCT Rules (see Section 25.483 at <http://puc.state.tx.us/agency/rulesnlaws/subrules/electric/Electric.aspx>), we may request immediate disconnection of your electric service without prior notice to you under specific situations, including the existence of a dangerous condition at your Service Address(es) or theft of service.

If your electric service is disconnected, you will be charged a \$25.00 fee by us (“**Disconnection Fee**”). You will owe such Disconnection Fee to us in addition to any disconnection and/or reconnection fee(s) that may be billed by the TDU and passed through to you as a Non-Recurring Charge on your monthly bill.

If you have not reconnected your service within 5 business days of being disconnected, (i) we have the option to terminate your Contract upon notice to you; (ii) your account with us will be deactivated; and (iii) in addition to being responsible to pay us any outstanding fees and charges incurred prior to disconnection, including but not limited to any Early Cancellation Penalty, you may be required to reapply for service with us and pay a new deposit if you wish to re-establish service with us.

If your electric service is reconnected, you will be charged a \$25.00 fee by us (“**Reconnection Fee**”). You will owe such Reconnection Fee to us in addition to any disconnection and/or reconnection fee(s) that may be billed by the TDU and passed through to you as a Non-Recurring Charge on your monthly bill.

Refusal of Service; Antidiscrimination

We may refuse to provide service to you for one or more of the reasons specified in Section 25.477(a) of the PUCT Rules (see Section 25.477 at <http://puc.state.tx.us/agency/rulesnlaws/subrules/electric/Electric.aspx>). If we deny service to you, we will provide written notice to you of the reason(s) that service is denied. However, we cannot deny service or require a prepayment or deposit for service based on your race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, location in an economically distressed geographic area, or qualification for low income or energy efficiency services.

Critical Load Customers: If you are a customer for whom electric service is considered crucial for the protection or maintenance of public safety or if an interruption or suspension of electric service will create a dangerous or life-threatening condition on your premises, pursuant to the PUCT Rules (see Section 25.497 at <http://puc.state.tx.us/agency/rulesnlaws/subrules/electric/Electric.aspx>), you may be a Critical Load Public Safety Customer or Critical Load Industrial Customer. In order to receive this determination, you must notify your TDU and request a determination of eligibility. Eligibility shall be determined through a collaborative process among you, Entrust Energy and your TDU, but in the event that you, Entrust Energy and the TDU are unable to agree on the designation, your TDU has the authority to make or decline to make the designation. Qualification as a critical load customer does not relieve you of the obligation to pay Entrust Energy or your TDU for

services rendered.

Power Outages and Emergencies

To report electric service interruptions, outages or emergencies, or to obtain the steps necessary to have service restored or reconnected after an involuntary suspension or disconnection, you can contact us toll-free at 866-921-6476 to speak with an agent Monday - Friday 8:00 a.m. - 7:00 p.m. CST (excluding holidays). Outside these hours, if you call 866.921.6476, there will be a 24-hour automated telephone message instructing the caller how to report any service interruptions or electrical emergencies. Or you may call your TDU directly at the telephone number listed below 24 hours a day, seven days a week:

AEP Texas Central:	1-866-223-8508 (toll-free)
AEP Texas North:	1-866-223-8508 (toll-free)
CenterPoint Energy:	1-800-332-7143 (toll-free) or 713-207-2222
Oncor Electric Delivery:	1-888-313-4747 (toll-free)
Texas New Mexico Power:	1-888-866-7456 (toll-free)
Sharyland Utilities:	1-956-687-5600

Disputes or Complaints

If you have any disputes, questions, concerns, or complaints about us, a bill or any provisions in your Contract, please contact us using any of the methods provided in this TOS. In the unlikely event we cannot immediately respond to your question or complaint, we will promptly investigate the matter and report our findings to you.

If your dispute concerns charges on your bill, we will promptly investigate any disputed charges and report our results back to you. You will not be required to pay the disputed portion of your bill while we are reviewing your claim. However, if it is determined that you owe any disputed portion of a bill, we will include such disputed amount on your next-following bill. All disputed amounts that are determined to be payable by Customer shall accrue interest from the Due Date until the date payment is actually made at a rate equal to the Interest Rate.

If for any reason you are not satisfied with our response to any dispute, question or complaint, you may file a complaint with the PUCT as follows:

Public Utility Commission of Texas, Consumer Protection Division
P.O. Box 13326, Austin, TX 78711-3326
Phone: 1.512.936.7120; Toll Free: 1.888.782.8477
Fax: 1.512.936.7003
Email: customer@puc.state.tx.us
Website: www.puc.state.tx.us
TTY: 1.512.936.7136; Relay Texas (toll free) 1.800.735.2989

Force Majeure

Entrust Energy will endeavor in a commercially reasonable manner to provide service, but we do not guarantee a continuous supply of electrical energy. If we are unable to carry out, in whole or in part, our obligations under the Contract (including the provision of electric service) as the result of Force Majeure, then our obligations hereunder that are affected by Force Majeure shall be excused to the extent and for the duration of such Force Majeure. We shall take reasonable steps to remedy the cause or effect of the Force Majeure with all reasonable dispatch and resume performance under this Contract.

For purposes of this Contract, "**Force Majeure**" shall mean any act or event that is beyond the reasonable control of, and without the fault or negligence of, Entrust Energy. Force Majeure includes, but is not limited to, an act of God; labor disturbance; an act by a public enemy; terrorism; war; insurrection; riot; embargo; fire; storm; lightning; flood; explosion; breakage or required maintenance of machinery or equipment; accidents; acts of any court or governmental entity (including but not limited to the PUCT or ERCOT); inability to access the TDU or ERCOT systems; nonperformance by the TDU or ERCOT; nonperformance by any other entity which impacts this Contract, including but not limited to aggregators, other retail electric providers, qualified scheduling entities and the respective employees and agents of such entities; a curtailment order, regulation, or restriction imposed by governmental, military or lawfully established civil authority; and any other condition beyond the control and without the fault of Entrust Energy.

Limitation of Liability

YOU AGREE THAT EVENTS OF FORCE MAJEURE MAY RESULT IN INTERRUPTIONS IN SERVICE AND THAT WE WILL NOT BE LIABLE FOR THOSE INTERRUPTIONS. YOU ALSO AGREE THAT (1) WE ARE NOT RESPONSIBLE FOR GENERATING YOUR ELECTRICITY OR FOR TRANSMITTING AND DISTRIBUTING ELECTRICITY TO YOUR SERVICE ADDRESS(ES); AND (2) WE WILL NOT BE LIABLE WITH RESPECT TO ANY THIRD PARTY SERVICES. TO THE EXTENT THAT EITHER PARTY IS RESPONSIBLE FOR DAMAGES TO THE OTHER PARTY HEREUNDER, THEN, EXCEPT AS EXPRESSLY PROVIDED HEREIN, ANY SUCH DAMAGES WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY AS THE PARTY'S SOLE AND EXCLUSIVE REMEDY, AND EACH PARTY WAIVES ALL OTHER REMEDIES AT LAW OR IN EQUITY. NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT, CONTRACT OR OTHERWISE. THESE LIMITATIONS WILL BE WITHOUT REGARD TO CAUSE, INCLUDING THE NEGLIGENCE OF EITHER PARTY. THERE ARE NO THIRD PARTY BENEFICIARIES TO THE CONTRACT.

Representations and Warranties

THE ELECTRICITY SOLD UNDER THIS CONTRACT WILL BE SUPPLIED FROM A VARIETY OF GENERATING SOURCES. IF YOU ELECT TO PURCHASE A RENEWABLE ENERGY PRODUCT THAT ENTRUST ENERGY MAY OFFER, WE WILL ENSURE THAT THE APPROPRIATE AMOUNT OF RENEWABLE ENERGY CREDITS ("RECS") IS RETIRED TO AUTHENTICATE THE RENEWABLE ENERGY CONTAINED IN THE PRODUCT. THE TDSP OR ERCOT SYSTEM WILL NOT DELIVER ELECTRICITY FROM A SPECIFIC GENERATING SOURCE TO YOUR SERVICE ADDRESS. IF YOU PURCHASE RENEWABLE ENERGY FROM US, YOU ARE PROVIDING FINANCIAL SUPPORT FOR RENEWABLE ENERGY GENERATION SOURCES AND NOT RECEIVING THE PRECISE ENERGY GENERATED FROM THAT SOURCE. WE MAKE NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THE CONTRACT, AND WE EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, CONFORMITY TO MODELS OR SAMPLES AND FITNESS FOR A PARTICULAR PURPOSE.

You represent and warrant to Entrust Energy that you hereby: (i) confirm that you are at least eighteen years old and legally authorized to change retail electric providers for the address listed as the "Service Address"; (ii) authorize Entrust Energy to become your new REP in place of your current REP (or to perform a move-in, as applicable); (iii) designate Entrust Energy to act as your agent to perform the necessary tasks to make this change(s) happen, and

direct your current REP, if applicable, to work with Entrust Energy to make this change(s) happen; (iv) acknowledge that you understand, have received, and had a reasonable opportunity to ask questions about, and review copies of this "Terms of Service", the "Electricity Facts Label" and the "Your Rights as a Customer" disclosure; and (v) confirm that you asked to receive Entrust Energy's "Terms of Service", "Electricity Facts Label", and Your Rights as a Customer in English or Spanish, as the case may be.

Furthermore, you represent and warrant to Entrust Energy that you hereby: (i) will not purchase electricity for your own consumption from any third party electricity provider for the ESI ID(s) which are the subject of this Contract; (ii) will not resell any electricity supplied hereunder to a third party; (iii) confirm that all of the information contained herein or furnished by or on your behalf of concerning your ESI ID (s) is to the best of your knowledge and belief, true and correct when furnished to Entrust Energy; (iv) you own or control the "Service Address(es)" which is/are the subject of this Contract, or have control over the delivery of electricity and other energy related products and services to such Service Address(es); and (v) understand that your entry into this Contract is made at your sole election in the exercise of independent judgment and you assume any risks associated with them.

Amendment

We can make changes to the provisions of the Contract and/or the price of any Products provided to you only in accordance with Section 25.475(d) of the PUCT Rules (see Section 25.475(d) at <http://puc.state.tx.us/agency/ruleslaws/subrules/electric/Electric.aspx>). We may not unilaterally make changes to the length of your Term under this Contract. For changes to the terms and conditions of your Contract (other than price and Term), we will notify you of any material change to the Contract in writing at least 14 days before any change to the Contract will be applied to your bill or take effect. Notice is not required for a change that is beneficial to you. If we send you a notice of Contract change and the new terms are not acceptable to you, then within 14 days following the date that we send you such notice, you may terminate this Contract without penalty by providing notice of such termination to us.

Blend and Extend – Rate Adjustment and Term Extension

At any time during the Term, Customer may request that the Term be extended or shortened and the Service Rate then in effect be changed. Upon request, Entrust Energy may submit an offer to Customer reflecting a revised Service Rate and new Term. Customer will be under no obligation to accept such offer, and if Customer declines such offer, Customer shall continue to receive service from Entrust Energy pursuant to the terms of Customer's then-existing Contract. To the extent Customer accepts such offer, the parties will promptly enter into a new Contract reflecting the revised Term and pricing under this Contract.

Regulatory Changes

The price and terms of this Contract are based on the Laws, rules, tariffs and protocols in place at the time of execution. If, during the Term of this Contract, the PUCT, ERCOT, the Texas Comptroller's Office or any other governmental body or agency with jurisdiction over the Texas electricity market or retail electric providers operating in Texas approves changes which impact the cost to provide electricity service to you, we reserve the right to adjust the prices, terms, rates, riders, fees, tariffs or any other charges under this Contract accordingly pursuant to Section 25.475(e) of the PUCT Rules (see Section 25.475 at <http://puc.state.tx.us/agency/ruleslaws/subrules/electric/Electric.aspx>).

Provisions that Survive

Obligations regarding indemnity, payment, limitations of liability and waivers will survive the termination or expiration of the Contract indefinitely.

Unenforceability

If either party or its activities under the Contract become subject to any Law enacted during the Term that renders the Contract unenforceable or illegal, then either you or Entrust Energy may terminate the Contract without the consent of, and upon 30 days' written notice to, the other party. Upon any such termination by you or Entrust Energy, you will remain obligated to pay us any outstanding amounts for electricity previously supplied to you prior to such termination. In addition, if you (and not Entrust Energy) exercise such termination right, you will remain obligated to pay us any Early Cancellation Penalty stated in your EFL.

Governing Law and Jurisdiction

YOUR CONTRACT WITH ENTRUST ENERGY IS GOVERNED BY THE LAWS OF THE STATE OF TEXAS. EXCLUSIVE JURISDICTION AND VENUE FOR ANY CONTROVERSY ARISING UNDER OR RELATING TO THIS CONTRACT SHALL BE LOCATED IN THE STATE COURTS OF HARRIS COUNTY, TEXAS OR THE FEDERAL COURTS IN THE SOUTHERN DISTRICT OF TEXAS HAVING JURISDICTION OVER SUCH ACTION (AND EACH PARTY WAIVES ANY RIGHT TO OBJECT TO VENUE IN THIS REGARD).

Waiver of Jury Trial

EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS CONTRACT.

Assignment

You may not assign your Contract with us, in whole or in part, or any of your rights or obligations under the Contract without our prior written consent. Entrust Energy may, without your consent, (i) as part of any financing or other financial arrangements, assign, sell or pledge this Contract and/or its accounts, revenues, or proceeds arising under or relating to this Contract; or (ii) assign this Contract to an affiliate of Entrust Energy or to any other person or entity succeeding to all or a substantial portion of the assets of Entrust Energy.

Waiver

If either party waives any default or non-performance by the other party under this Contract, then such waiver will not be construed as a waiver of any other default or non-performance by such other party, whether of a like kind or of a different nature.

Title, Risk of Loss and Indemnity

You shall be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the electricity after it reaches your electric meter. Title to and risk of loss related to the electricity shall transfer from us to you at the point where the TDU facilities interconnect with your meter. You shall indemnify, defend and hold Entrust Energy, its officers, agents, and employees harmless from any and all claims for any loss, damage, or injury to persons or property, including without limitation, all consequential, exemplary, or punitive damages, arising from or related to any act or incident occurring after title to the electricity has passed to you. It is understood that Entrust Energy will not be responsible for any damages associated with failure to deliver the electricity or any

other damages alleged to have arisen prior to delivery to your meter(s). This provision survives any termination or expiration of this Contract.

Survival: The Parties agree that all indemnity, payment of Taxes, limitations of liability, waivers and disclaimer provisions will survive the termination of this Contract.

Miscellaneous: The Parties hereby agree that the Texas Uniform Commercial Code ("UCC") shall apply to this Contract and electricity is deemed a "good" for purposes of the UCC. The UCC can be viewed at the following website: <http://tlo2.tlc.state.tx.us/statutes/bc.toc.htm>.

Entire Agreement

This Contract (and all annexes, attachments or documents related thereto) constitute the entire agreement between the parties relating to the subject matter hereof. Any other agreements, whether written or oral, between the parties concerning the subject matter of this Contract are hereby superseded. Customer certifies that the documents constituting this Contract are the documents and forms that have been supplied to Customer by Entrust Energy and that Customer has made no changes to them.