

## COMMERCIAL CUSTOMER ELECTRICITY AGGREGATION AGREEMENT

This Electricity Aggregation Agreement (“Agreement”) is made and entered into by and between Community Energy L.P., a Texas Limited Partnership (“Aggregator”), and you, (“Customer”). Each, acting through a duly authorized representative, hereby agrees as follows:

### RECITALS

WHEREAS, Aggregator is registered as an aggregator with the Public Utility Commission (License No. 80128) and desires to function as a Buyer’s Agent to join more than one Customer together as a single purchasing unit to negotiate the purchase of electricity on behalf of the participating members;

WHEREAS, Aggregator will create a single purchasing unit of Customers (“Aggregation Pool”) to negotiate the purchase of electricity from a supplier of retail electricity (“Retail Electric Provider”);

WHEREAS, Aggregator will receive a fee from the Selected Retail Electric Provider as consideration for its aggregation services; and

WHEREAS, Customer desires to become a participating member of the Aggregation Pool.

NOW, THEREFORE, the Parties agree as follows:

### SECTION 1: DEFINITIONS

“*Aggregation Pool*” means that group of Customers who have executed or will execute a Commercial Customer Electricity Aggregation Agreement with the Aggregator before the Enrollment Period Termination Date.

“*Agreement*” means this Commercial Customer Electricity Aggregation Agreement.

“*Current Commodity Cost*” means the calculated cost for electricity, utilizing the published Price to Beat rate schedule for the Retail Electric Provider affiliated with the Local Utility in effect at the time Aggregator executes the Electricity Supply Agreement on behalf of the Customer, and the Customer’s historical usage, as specified in the load data provided by Customer or Customer’s current Retail Electric Provider or Local Utility, less the calculated cost for Local Utility charges, utilizing the published tariffs of the Local Utility in effect at the time Aggregator executes the Electricity Supply Agreement on behalf of the Customer, and the Customer’s historical usage, as specified in the load data provided by Customer or Customer’s current Retail Electric Provider or Local Utility.

“*Customer Information*” means information concerning the Customer’s electricity usage, including but not limited to, address, current rate schedules under which service is provided, billing and load data, such as energy and demand usage and associated charges for the previous 12 months’ electric usage by individual meter.

*“Defaulting Customer”* means a Customer that Aggregator has deemed to be in default of its obligations under this Agreement or the Electricity Supply Agreement, as detailed in Section 8.

*“Delivery Date”* means that date, as set forth in the Electricity Supply Agreement, on which the Selected Retail Electric Provider will begin to provide electricity to the Customer under the Electricity Supply Agreement.

*“Early Termination Payment”* means a payment that may be required under Section 8.3 in the event that electricity service to a member of the Aggregation Pool is terminated prior to the expiration of the applicable Electricity Supply Agreement.

*“Electricity Supply Agreement”* means the standard contract between the Selected Retail Electric Provider and Customer, as negotiated by the Aggregator, which governs the purchase of electricity from the Selected Retail Electric Provider by the Customer.

*“Energy Usage”* means the consumption of electricity during a specified time period.

*“Enrollment Period Termination Date”* means that date, as determined by the Aggregator, after which no prospective Customer may execute this Commercial Customer Electricity Aggregation Agreement, and thereby become a participating member of the Aggregation Pool.

*“Foundation”* means Community Energy Foundation.

*“Imbalance Charges”* mean additional charges or payments incurred by the Customers or Aggregation Pool when either the Aggregated Peak Demand and/or the Aggregated Energy Usage during a Settlement Period either exceed the Maximum Contract Quantity or fail to reach the Minimum Contract Quantity as defined in the Electricity Supply Agreement.

*“Local Utility”* means the transmission and distribution service provider that delivers electricity to Customer’s premises.

*“Maximum Contract Quantity”* means the maximum Aggregated Energy Usage during a Settlement Period as defined in the Electricity Supply Agreement.

*“Minimum Contract Quantity”* means the minimum Aggregated Energy Usage during a Settlement Period as defined in the Electricity Supply Agreement.

*“Negotiated Commodity Price”* means the per kilowatt-hour price for electricity of the Selected Retail Electric Provider that is negotiated by Aggregator and included in the Electricity Supply Agreement. The Negotiated Commodity Price does not include delivery charges of the Local Utility or taxes.

*“Non-Defaulting Customer”* means a member of the Aggregation Pool that is not a Defaulting Customer as defined in Section 8.

*“Peak Demand”* means the highest measured fifteen(15)-minute demand measured in kilowatts (kW) or kilowatt-amperes (kVA).

*“Procurement Period”* means that period beginning on the Enrollment Period Termination Date and expiring on the Procurement Period Termination Date.

*“Procurement Period Termination Date”* initially means 90 days from the execution of this agreement. In the event Customer is under an existing contract with a Retail Electric Provider that expires beyond 90 days from the execution of this agreement, the Procurement Period Termination Date shall initially be the date Customer’s existing contract with the Retail Electric Provider expires. If an Electricity Supply Agreement is executed under this agreement by the Procurement Period Termination Date, the Procurement Period Termination Date will then become the expiration date of the Electricity Supply Agreement, effectively renewing this agreement.

*“Retail Electric Provider”* or *“REP”* means an entity certified by the Public Utility Commission to sell electricity to retail customers.

*“Savings”* means the Customer’s Current Commodity Cost minus the Negotiated Commodity Price divided by the Current Commodity Cost and expressed as a percentage.

*“Selected Retail Electric Provider”* means that Retail Electric Provider selected by the Aggregator as a result of the competitive solicitation process.

*“Settlement Period”* means the period in which Imbalance Charges and Termination Payments are calculated by the Selected Retail Electric Provider under the Electricity Supply Agreement.

## **SECTION 2: CONDITIONS TO AGGREGATOR’S OBLIGATIONS**

2.1 The following are conditions which must be fulfilled before the Aggregator incurs any obligations under this Agreement:

(a) Customer must deliver Customer’s account information as required in Section 4(c) within ten (10) business days of executing this Agreement.

(b) Customer must provide to Aggregator the date on which the Customer’s current contract or agreement covering Customer’s electricity requirements expires or terminates within ten (10) business days of executing this Agreement.

(c) Customer must execute this Agreement on or prior to the Enrollment Period Termination Date.

## **SECTION 3: AGGREGATOR’S OBLIGATIONS**

3.1 Provided that all conditions to Aggregator’s Obligations set forth in Section 2 have been met, Aggregator hereby agrees to:

(a) Conduct a competitive solicitation of electricity for the Aggregation Pool on behalf of Customer.

(b) Negotiate the terms of and execute an Electricity Supply Agreement on behalf of Customer as principal to be used by Customer for its purchase of electricity from the Retail Electric Provider selected by the Aggregator on behalf of the Aggregation Pool, *provided however*, that if the competitive solicitation of electricity does not result in a Negotiated Commodity Price for Customer which yields a Savings of at least ten (10) percent, the Aggregator will not execute an Electricity Supply Agreement with a Retail Electric Provider on behalf of Customer without Customer's consent.

(c) Aggregator shall not release proprietary customer information to any other person without obtaining the Customer's consent, provided, however, that the Aggregator may release such information in the following circumstances: (i) to the Public Utility Commission if the information is requested for regulatory oversight purposes, or to investigate or resolve customer complaints; (ii) to an aggregator engaged to collect an overdue or unpaid amount from the Customer or to perform any duties of the Aggregator; (iii) to credit reporting agencies pursuant to state and federal law; (iv) to an energy assistance agency to allow a customer to qualify for and obtain other financial assistance provided by the agency; (v) local, state, and federal law enforcement agencies; (vi) to the Retail Electric Providers from whom Aggregator seeks a competitive bid for the supply of electricity to the Aggregation Pool; and (vii) to employees, contractors, subcontractors, agents, consultants, legal counsel and other designees of Aggregator, provided that such entities shall keep all proprietary customer information confidential.

(d) Aggregator shall NOT be responsible for addressing customer service issues relating to Customer's electric service that occur during the term of the Electricity Supply Agreement. Customer shall resolve such issues directly with its Local Utility or the Selected Retail Electric Provider, as appropriate. However, if Customer notifies Aggregator of the issue, Aggregator shall assist the Customer's attempts to resolve the issue in the following limited manner: (i) Aggregator shall maintain a record of the incident for potential use in negotiations concerning future Electricity Supply Agreements with future Selected Retail Electric Providers, and (ii) facilitate a conference call between Customer and the Selected Retail Electric Provider concerning the Customer's issue.

(e) The Aggregator will receive and account for each of the Customer's rebates as provided in Section 9.

(f) The Aggregator will provide written notice to Customer of Aggregator's desire to terminate this agreement at least 60 days prior to the termination of the Electricity Supply Agreement currently in effect at the time notice is given.

#### **SECTION 4: CUSTOMER'S OBLIGATIONS**

4.1 Customer hereby agrees to:

(a) Commit all of Customer's electricity requirements for the term specified in the Electricity Supply Agreement beginning with the Delivery Date so that Customer's electricity requirements may be included in the competitive solicitation process conducted by Aggregator on behalf of participating members of the Aggregation Pool, such solicitation to end on the expiration of the Procurement Period.

(b) Cooperate with Aggregator during the competitive solicitation and negotiation process, including, specifically but not limited to, not entering into any other alternative electricity supply arrangements for the electricity requirements committed under Subsection (a) during the Procurement Period.

(c) Provide customer information to Aggregator or its designee (including, but not limited to, address, current rate schedules under which service is provided, and billings and load data, such as energy and demand usage and associated charges for the previous twelve (12) months' electric usage by individual meter) to be used in a competitive solicitation made on behalf of Customer. Specifically, Customer must provide to Aggregator any password(s) necessary to obtain Customer's IDR data from any Local Utility. Customer alone, and not the Aggregator or other members of the Aggregation Pool, will be liable for any costs incurred by Customer as a result of errors in its load data provided to Aggregator.

(d) If requested by Aggregator, execute an authorization for a Retail Electric Provider or Providers to obtain Customer's electricity usage data from the Customer's Local Utility.

(e) Abide by all the terms of the Electricity Supply Agreement, including but not limited to the possible submission of a deposit to the Selected Retail Electric Provider before electrical service is begun, in the event that the Selected Retail Electric Provider requires such a deposit. Customer shall also abide by all terms of any settlements reached by Aggregator on Customer's behalf pursuant to Section 5.1(g).

(f) Pay any and all Imbalance charges, Early Termination Payments and other assessments as determined according to the terms of this Agreement and the Electricity Supply Agreement.

(g) Provide timely information to the Aggregator that will enable the Aggregator to avoid or minimize additional charges to the Aggregation Pool or other Customers by the Selected Retail Electric Provider, and to properly administer the Electricity Supply Agreement including, but not limited to projected changes in the Customer's Peak Demand and/or Energy Usage.

(h) Provide written notice to Aggregator of Customer's desire to terminate this agreement at least 60 days prior to the termination of the Electricity Supply Agreement currently in effect at the time notice is given.

## **SECTION 5: AGENCY**

5.1 Customer hereby appoints Aggregator as its special agent with the authority, and only such authority as is necessary to:

(a) conduct a competitive solicitation of electricity for the Aggregation Pool on behalf of Customer and the Aggregation Pool,

(b) negotiate the terms of the Electricity Supply Agreement to be used by Customer for its purchase of electricity from the Selected Retail Electric Provider,

(c) execute the Electricity Supply Agreement on behalf of Customer as principal,

(d) review Customer's billing and usage data to ensure compliance with this Agreement and the Electricity Supply Agreement on Customer's part and identify changes in Customer's usage patterns,

(e) receive from Defaulting Customers and distribute to Non-Defaulting Customers any Early Termination Payments under Section 8.3.

(f) receive rebates from the Selected Retail Electric Provider on Customer's behalf, and distribute such rebates to Customer or the Community Energy Foundation (the "Foundation") at Customer's instruction,

(g) and upon request by Customer, Aggregator may make good faith efforts to negotiate and execute on Customer's behalf settlements of disputes reported to the Aggregator by the Customer that arise in connection with Customer's electric service, *provided however*, that Aggregator assumes no liabilities or responsibilities in the event that such a settlement is not reached, or with respect to the favorability of the terms of any such settlement. Aggregator assumes no obligation to seek such a settlement.

5.2 Aggregator is solely authorized to perform the above-referenced acts, and possesses no other authority with which to act on behalf of the Customer. Aggregator is a special agent of Customer with only the authority necessary to perform the acts explicitly set forth above.

5.3 The special agency and authority granted to Aggregator by Customer under this Agreement with respect to Sections 5.1(a), 5.1(b), and 5.1(c) terminates immediately upon the earlier of the end of the day on the Procurement Period Termination Date or notification by Customer of Customer's desire to terminate this agreement as specified in Section 4.1(h).

5.4 The special agency and authority granted to Aggregator under this Agreement with respect to Sections 5.1(d), (e) and (g) shall terminate on the expiration or termination of the Electricity Supply Agreement.

5.5 The special agency and authority granted to Aggregator by Customer under this Agreement with respect to Section 5.1(f) terminates within such a period of time after the expiration or termination of the Electricity Supply Agreement, but in no event to exceed sixty (60) days, as is reasonably necessary to distribute the rebated amounts received by Aggregator on Customer's behalf according to Customer's instructions. Should the Customer fail to issue instructions concerning the rebates, Aggregator is authorized to distribute such rebates to the Foundation, with no liability on Aggregator's or Foundation's part for the return of such rebate amounts.

## **SECTION 6: AGGREGATOR'S CONSIDERATION**

6.1 In consideration for the services provided by Aggregator under Section 3.1 of this Agreement, Aggregator shall be entitled to receive an amount not to exceed three (3) percent of the Negotiated Commodity Price. The Selected Retail Electric Provider will be responsible for the payment of this fee.

## **SECTION 7: BILLINGS AND IMBALANCE CHARGES**

7.1 The Selected Retail Electricity Provider will bill each Customer separately. Each Customer will be solely responsible for remitting payment to the Selected Retail Electric Provider in accordance with the terms and conditions of the Electricity Supply Agreement.

7.2 Customer acknowledges that Customer or the Aggregation Pool may incur additional charges from the Selected Retail Electric Provider in the event that the Aggregated Peak Demand exceeds the Maximum Demand and/or Aggregated Energy Usage either exceeds the Maximum Contract Quantity or is not at least equal to the Minimum Contract Quantity for any Settlement Period under the Electricity Supply Agreement. Any Imbalance Charges actually incurred shall be paid by the Customer(s) responsible for the Imbalance Charges.

## **SECTION 8: DEFAULT AND REMEDIES**

8.1 It shall be considered a Default of this Agreement if Customer: (a) fails to provide its customer account information as required in Section 4(c); (b) enters into an Electricity Supply Agreement with a Retail Electric Provider other than the Selected Retail Electric Provider for any of Customer's electricity requirements, (c) fails to perform Customer's Obligations under this Agreement and the Electricity Supply Agreement according to their terms, or (d) fails to abide by any term of this Agreement or the Electricity Supply Agreement or any settlement of a dispute reached by Aggregator on Customer's behalf pursuant to Section 5.1(g).

8.2 In the event of a Default by Customer, Aggregator shall provide Customer with notice of such Default. If Customer has not cured such Default within seven (7) calendar days after receipt of such notice, then a breach will have occurred and Aggregator may (a) declare such Customer to be a Defaulting Customer, (b) suspend performance under this agreement without further liability for Aggregator, and/or (c) terminate this agreement without further liability on the part of Aggregator.

8.3 A Defaulting Customer shall be liable to the Non-Defaulting Customers and to the Aggregator for an Early Termination Payment, which shall be the sum of (a) the amount of any termination payment due to the Selected Retail Electricity Provider under the Electricity Supply Agreement if the Defaulting Customer's default causes the Aggregation Pool to default under the Electricity Supply Agreement, (b) the amount of any outstanding payments owed by the Defaulting Customer to the Non-Defaulting Customers and the Aggregator; (c) any additional costs incurred under the Electricity Supply Agreement as a result of the loss of the Defaulting Customer's electricity usage and demand from the Aggregation Pool; (d) any additional costs incurred by the Non-Defaulting Customers as a result of the Defaulting Customer's Default, and; (e) reasonable administrative costs and attorney's fees incurred by the Non-Defaulting Customers or the Aggregator. The amounts owed shall be reasonably calculated by the Aggregator and notice of such amounts due sent to the Defaulting Customer. The Defaulting Customer shall pay the Aggregator the Early Termination Payment within fifteen (15) business days after receipt of the notice of the payment amount from the Aggregator. The Aggregator shall distribute the Early Termination Payment to the Non-Defaulting Customers, less reasonable administrative costs and attorney's fees incurred by the Aggregator.

8.4 A Defaulting Customer forfeits any amounts it is due as rebates, and Aggregator is authorized to distribute such amounts to the Foundation.

## **SECTION 9: REBATES**

9.1 In exchange for acquiring electricity through the pool, the Retail Electric Provider will provide a rebate to the Customer, to be received by Aggregator on Customer's behalf, in an amount of no less than one-tenths (0.1) percent and up to one (1) percent of the Negotiated Commodity Price.

9.2 The Aggregator will receive and account for the Customer's rebates. The Customer will be given the option on a regular basis of (a) receiving all or a portion of the rebate, or (b) directing that some or all of the rebate be forwarded to the Foundation. A Customer who directs sufficient funds to the Foundation will be allowed to make non-binding recommendations as to grants to be made to qualifying charities from their contributions. Should the Customer fail to issue instructions concerning the rebated amounts, Aggregator is authorized to distribute such amounts to the Foundation, and neither Aggregator nor the Foundation will have any liability with respect to such amounts.

9.3 Aggregator will act as agent of the Foundation by accepting donations directed to the Foundation by Customer. Aggregator will receive no compensation from the Foundation for acting as agent.

9.4 Customer hereby agrees that any recommendations as to how rebated funds are to be distributed by the Foundation are non-binding, and the Foundation shall retain the right to control both the timing and recipients of all cash and property received thereby, notwithstanding any recommendations made by Customer. Customer likewise agrees that Customer does not expect any goods or services in consideration of the contribution from the Foundation or the tax-exempt entity to whom all or part of the contribution is ultimately granted.

## **SECTION 10: TERMINATION**

10.1 In the event that no Electricity Supply Agreement is executed by Aggregator on behalf of the Customer, the entirety of this Agreement and any agency or authority granted, or obligations incurred hereunder, will terminate as of the end of the day on the Procurement Period Termination Date.

10.2 After execution of the first Electricity Supply Agreement by Aggregator on behalf of customer, this Agreement may be terminated by either party as provided for in Section 3.1(f) and Section 4.1(h).

10.3 This Agreement shall terminate upon the expiration or termination of the Electricity Supply Agreement between Customer and the Selected Retail Electric Provider if a new Electricity Supply Agreement has not been executed by Aggregator on behalf of the Customer by the Procurement Period Termination Date, *provided however*, that Aggregator's authority to receive and distribute Customer's rebates from the Retail Electric Provider shall continue for a

reasonable time past the termination of this Agreement as is necessary to complete the distribution of such rebated amounts.

10.4 This Agreement shall terminate, at Aggregator's option, according to the terms of Section 8 of this Agreement.

## **SECTION 11: INDEMNIFICATION**

11.1 Customer shall, at its own expense, indemnify, defend and hold harmless the Aggregator and its directors, officers, employees, representatives, subsidiaries, affiliates, partners, limited partners, shareholders, members or managers harmless against any third-party claims, suits, actions or proceedings based on or arising from a breach of Customer's obligations, representations or warranties under this Agreement, the Electricity Supply Agreement, or any settlement reached on Customer's behalf pursuant to Section 5.1(g).

11.2 Customer shall, at its own expense, indemnify, defend and hold harmless the Aggregator and its directors, officers, employees, representatives, subsidiaries, affiliates, partners, limited partners, shareholders, members or managers harmless against any third-party claims, suits, actions, or proceedings based on or arising from any Agency created under this Agreement.

11.3 Customer shall, at its own expense, indemnify, defend and hold harmless the other members of the Aggregation Pool and their directors, officers, employees, representatives, subsidiaries, affiliates, partners, limited partners, shareholders, members or managers harmless against any third-party claims, suits, actions or proceedings based on or arising from a breach of Customer's obligations, representations or warranties under this Agreement, the Electricity Supply Agreement, or any settlement reached on Customer's behalf pursuant to Section 5.1(g).

## **SECTION 12: REPRESENTATIONS AND WARRANTIES**

12.1 Customer represents and warrants that it has full power and authority to execute and perform this Agreement, the Electricity Supply Agreement through the appointment of Aggregator as its special agent, and to consummate the transactions contemplated hereby. The execution and performance of this Agreement by Customer, and the consummation by Customer of the transactions contemplated hereby, have been duly authorized by all necessary corporate, company or partnership action on Customer's part. This Agreement has been duly executed by Customer, and constitutes a valid and legally binding obligation of Customer, enforceable against it in accordance with its terms.

12.2 Aggregator makes no representations or warranties concerning the favorability of the terms of the Electricity Supply Agreement that may be obtained as a result of the negotiation process. Aggregator makes no representations or warranties concerning Aggregator's efforts to achieve the settlement of any dispute arising out of Customer's electric service, including but not limited to any representation or warranty that a settlement of such a dispute can or will be reached, or that the terms of such a settlement will be favorable to the Customer.

12.3 Aggregator provides the services hereunder without warranty of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties of

merchantability or fitness for a particular purpose. Without limiting the foregoing, no warranty is made that operations will be error free or uninterrupted. Customer acknowledges that Aggregator makes no representations or warranties concerning the quality or continuity of electric utility service to be provided by the selected Retail Electric Provider, and will not be liable for any damages, resulting directly or indirectly from any interruption of electric service to Customer.

### **SECTION 13: LIMITATION OF LIABILITY**

13.1 *LIMITATION OF LIABILITY.* IN NO EVENT SHALL AGGREGATOR, INCLUDING ITS RESPECTIVE OFFICERS, TRUSTEES, EMPLOYEES, REPRESENTATIVES, AFFILIATES, OR PROVIDERS, BE LIABLE FOR ANY INJURY, DEATH, LOSS, CLAIMS, DAMAGE, ACT OF GOD, ACCIDENT, DELAY, OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, THAT ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH ANY SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.2 Customer acknowledges that Aggregator has no liability for the performance of any obligations of the Local Utility or of the Retail Electric Provider under the terms of the Electricity Supply Agreement or otherwise, or for any damages resulting directly or indirectly from the Selected Retail Electric Provider's failure to execute the Electricity Supply Agreement or failure to perform according to the terms of the Electricity Supply Agreement, including but not limited to interruptions of electric service. Customer likewise acknowledges that Aggregator has no liability for amounts due to the Customer as rebates from the Selected Retail Electric Provider under the Electricity Supply Agreement which have not been remitted to the Aggregator by the Retail Electric Provider. Aggregator has no obligation to take action to obtain such amounts from the Retail Electric Provider. Aggregator has no liability for any damages resulting directly or indirectly from service problems, including but not limited to interruption of service, associated with any Local Utility.

13.3 Aggregator has no liability for the performance of any of Customer's obligations to the Retail Electric Provider under the terms of the Electricity Supply Agreement or otherwise, or for any damages resulting directly or indirectly from the Customer's failure to perform according to the terms of the Electricity Supply Agreement.

13.4 Customer acknowledges that Aggregator has no liability with respect to any claim in connection with the price of electricity obtained through the competitive solicitation process, and no liability with respect to any claim in connection with the negotiation of the terms of the Electricity Supply Agreement, or in connection with any settlement or failure to reach a settlement, or the terms of a settlement reached on Customer's behalf pursuant to Section 5.1(g).

### **SECTION 14: MISCELLANEOUS**

14.1 *Law.* This Agreement will be construed in accordance with the laws of the State of Texas.

14.2 *Force Majeure.* “Force Majeure” shall mean any event that is not within the reasonable control of the Party claiming Force Majeure (“Claiming Party”) and which could not be overcome by the exercise of due diligence by the Claiming Party and for which there is not a commercially reasonable substitute therefor. In the event of Force Majeure, the Claiming Party is excused from performance under this Agreement (except for making payments then due or becoming due under the Agreement for performance prior to the Force Majeure event after providing written notice to the other Party setting forth the details of the Force Majeure and the actions taken to remedy the Force Majeure). The Claiming Party shall take all commercially reasonable measures to remedy the Force Majeure as quickly as possible.

14.3 *Assignment.* This Agreement, and the rights and duties created hereunder may not be assigned by Customer without the prior written consent of the Aggregator. Any attempts to do so shall be void and of no effect. This Agreement, and the rights and duties hereunder may be assigned by Aggregator.

14.4 *Non-Waiver.* No delay or omission by Aggregator to exercise any right or power under this Agreement will impair such right or power or be construed to be a waiver thereof. No waiver by Aggregator of any default or non-performance shall be construed as a waiver of any other default or non-performance under this Agreement, whether of a like kind or of another nature.

14.5 *Severability.* Except as otherwise stated in this Agreement, any provision or article declared unlawful or unenforceable by a court of law or regulatory agency with jurisdiction, or deemed unlawful due to a statutory change, shall be deemed to be omitted and shall not affect the validity or enforceability of any of the other provisions of this Agreement.

14.6 *Representation.* The person executing this Agreement on behalf of Customer represents that he or she has the authority to enter into this Agreement on behalf of Customer.

14.7 *Effective Date.* This Agreement will become effective upon the latest date executed by the parties.

14.8 *Headings.* All headings used in this Agreement are for convenience of reference only and are not to be used in interpreting the obligations of the parties under this Agreement.

14.9 *Third-Party Beneficiaries.* This Agreement is not intended to create any third-party beneficiaries.

14.10 *Entirety.* This Agreement constitutes the entire agreement between the parties and supercedes all prior communications pertaining to the subject matter of this Agreement.

The Parties represent that the undersigned individuals have the authority to execute this agreement. The Parties agree to be bound by all terms of this Agreement as evidenced by the signatures of the authorized representatives listed below.

Community Energy L.P.

Customer

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Entity Name

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By: Scott Chilton

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By:

Manager, Community Energy Management  
Company, L.L.C.,  
General Partner for Community Energy L.P.

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Title

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Title

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Date

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Date