

COMMERCIAL ELECTRICITY SERVICE AGREEMENT

This **COMMERCIAL ELECTRICITY SERVICE AGREEMENT**, including all of the Attachments, Schedules, and Exhibits, which are attached hereto and incorporated herein for all purposes (collectively, the "*Agreement*"), is entered into between Direct Energy, LP d/b/a Direct Energy Business Services ("*DE*"), a Texas limited partnership, and City of Clute ("*Customer*"). DE and Customer may hereinafter be referred to individually as a "*Party*" or collectively as the "*Parties*".

SECTION 1: RETAIL ELECTRIC SALES AND SERVICES

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

1.2 Agreement to Purchase. Customer agrees to purchase and receive from DE throughout the Term all of Customer's electricity requirements for each of the ESI ID(s) except as otherwise provided in this Agreement. Customer agrees that all electricity and services received from DE under this Agreement will at all times be for Customer's exclusive proprietary use and that Customer alone is responsible for payment for electricity and services provided under this Agreement and for electricity and services that Customer fails to take pursuant to its contractual obligations. If DE should fail to deliver sufficient quantities of electricity to the TDSP for delivery to Customer or should fail to schedule the delivery of sufficient quantities of electricity (collectively, a "*Scheduling Failure*"), the Parties recognize and agree that (i) the TDSP, in accordance with its responsibilities and its tariff, is obligated to deliver sufficient electricity to satisfy Customer's needs and (ii) DE shall settle with its Qualified Scheduling Entity who is responsible for ERCOT settlements, at no additional cost or expense to Customer, with respect to the purchase of electricity necessary to cover any Scheduling Failure.

1.3 Term.

(a) Effective Date. DE will provide retail electric service to each ESI ID during the period beginning on the Effective Date, which date shall occur on or after the Expected Start Date set forth in Attachment B, until December 31, 2013. (such period being referred to herein as the "*Term*"). Customer and DE agree that the Term may include a partial calendar month in addition to the number of months set forth in Attachment B as a result of variations in the timing of the Effective Date as described in this Section 1.3.

(b) Delayed Effective Date. DE will use commercially reasonable efforts to cause the Effective Date for each ESI ID to occur on the Expected Start Date set forth in Attachment B. If the Effective Date for an ESI ID occurs more than twenty (20) days after the Expected Start Date set forth in Attachment B, Customer shall provide DE with evidence of the amount of electricity purchased by Customer from its current REP in connection with such ESI ID(s) during the period on and after the twenty-first (21st) day after the Expected Start Date until the Effective Date (the "*Delayed Effective Date Period*"), and the total amount paid by Customer to its current REP for the electricity it purchased during the Delayed Effective Date Period (the "*Delayed Effective Date Electricity Amount*"). DE agrees to calculate and provide to Customer a credit against future purchases under this Agreement in the positive amount, if any, equal to (a) the Delayed Effective Date Electricity Amount minus (b) the amount that Customer would have paid to DE pursuant to this Agreement during the Delayed Effective Date Period for the same amount of electricity purchased by Customer from its current REP during such period in connection with such ESI ID(s).

(c) Service After Term. If service continues beyond the Term, it will be on a month-to-month basis, and the ESI ID(s) will continue to be served under the same terms as this Agreement except that the Energy Price will be the greater of: (i) the Energy Price as set forth in Section 2.1 below, or (ii) the aggregate weighted average of the Market Rate (as defined herein) as determined for all of the ESI ID(s) and their applicable Congestion Zones and Settlement Intervals, for as long as service continues. If Customer has not switched from DE to another supplier at the expiration of the Term, DE shall serve Customer at the rate set forth in this Section for a minimum of 60 days. After such 60 days, DE may continue to serve Customer or transfer Customer to the Affiliated REP or the Provider of Last Resort.

1.4 Modifications to ESI IDs. The Parties will work together in good faith during the Term to reasonably accommodate and assist Customer with the management of its electricity needs. If at any time during the Term, Customer desires to i) add or delete one or more ESI IDs from Attachment B to this Agreement, ii) otherwise modify the ESI ID information set forth therein as a result of an operation decision made by Customer related to the opening, closure or sale of a facility owned or leased by Customer, iii) expand an existing facility, or iv) increase an existing facility's metered load, Customer shall provide written notice to DE of such change. So long as, in DE's reasonable judgment, i) the addition is a separately metered load having a peak demand that is expected to be less than 1 MW at

all times during the first twelve months following commercial operation and ii) does not result in a net increase of 1MW in peak demand for an existing facility, DE shall use commercially reasonable efforts to promptly take all actions necessary to implement such changes, including providing all required notices to ERCOT. If the addition is a separately metered load having a peak demand that is expected to be in excess of 1 MW at any time during the first twelve months following commercial operation, DE shall provide service to that account in accordance with the terms and conditions for Special Loads set forth in the Letter Agreement (and Special Load Addendum thereto), among FPL Energy Power Marketing, Inc. ("PMI"), DE, Energy America LLC, ("EA"), Cities Aggregation Power Project, Inc. and South Texas Aggregation Project (the "Letter Agreement"), now merged into Texas Coalition for Affordable Power, ("TCAP"), and the Master Power Purchase and Sale Agreement Confirmation between PMI and EA , all dated November 11, 2008 (the "Confirmation"). DE shall make available to Customer and TCAP periodic reports regarding the regulatory and billing status of any changes to the ESI ID(s). Amendments to Attachment B that add or remove ESI ID(s) as a result of changes made pursuant to this Section 1.4 will be deemed incorporated into this Agreement and effective on the Effective Date that each ESI ID(s) added to this Agreement and the date on which retail electric service for any ESI ID removed from this Agreement is transferred to another REP, as applicable.

SECTION 2: RETAIL ELECTRIC ENERGY SERVICE CHARGES

2.1 Energy Price.

(a) The Energy Price for the period commencing January 1, 2012 and ending December 31, 2013 shall be \$56.26/MWh. The Energy Price shall be converted to dollars per kWh for purposes of Section 3.

(b) If the term of this Agreement extends after the date ERCOT implements a Nodal Market, then the customer will be charged or credited, as appropriate, the difference between the Load Zone price for the applicable load zone(s) in which the load is located and the appropriate trading hub price for these zone(s). This Nodal Basis Adjustment will be calculated and charged or credited on a quarterly basis and collected or credited in a manner specified in the Letter Agreement among PMI, DE, EA, CAPP, and STAP dated November 11, 2008.

(c) If, during the term of this Agreement the cost of Ancillary Services paid by PMI needed to serve Customer's load is greater than \$5.50/MWh or less than \$4.50/MWh, then Customer will be charged or credited an Ancillary Services Adjustment. This Ancillary Services Adjustment will be calculated and charged or credited on a quarterly basis and collected or credited in a manner specified in the Letter Agreement among PMI, DE, EA, CAPP, and STAP dated November 11, 2008.

2.2 Additional Pass-Through Charges. Customer acknowledges that the Energy Price(s) does not include Delivery Charges, Non-Recurring Charges, or Taxes, which will be passed through and identified separately on Customer's bill with no mark up. All charges are exclusive of Taxes.

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

2.4 Pass-through of Nodal Market Costs. If the Term of this Agreement extends after the date ERCOT implements a Nodal Market, then if there are any costs or credits associated with implementation of the nodal market that are not covered under Section 2.1(c) above, including any credits assigned to load serving entities, DE agrees that such costs and credits shall be passed-through at DE's cost.

SECTION 3: BILLING AND PAYMENT

3.1 Billing And Payment. DE will invoice Customer's accounts on a monthly basis and will bill Customer on a consolidated basis for all ESI IDs upon request of the Customer. A summary bill for all accounts and detailed information for each account shall be provided. Customer will remit payment within thirty (30) days of receiving the invoice. The invoice amount will be based on actual data provided by ERCOT and the TDSP. If ERCOT or the TDSP does not provide actual data in a timely manner, DE may use estimated data to calculate Customer's invoice and, upon receipt of actual data, reconcile the charges and adjust them as needed in subsequent invoices.

3.2 Late Penalties, Interest on Overdue Payments, Invoice Disputes. If Customer fails to remit all undisputed amounts on or before the due date, interest will accrue on any due and unpaid amounts from the date the monies were owed at a rate of one percent (1%) per month, or the highest rate permitted by law, whichever is less. If Customer in good faith disputes some portion of an invoice it will provide DE, within twenty (20) days of the invoice date, a written explanation specifying the amount in dispute and the reason for the dispute. If timely notice is not given, all amounts will be owed by the due date. Notwithstanding the above, if Customer notifies DE of a dispute with an invoice, regardless of whether Customer has already paid the invoice, DE shall make available to Customer, during normal business hours, records in DE's possession reasonably necessary for Buyer to determine the accuracy of the invoice; provided, however than neither party may request any adjustment or correction of any invoice unless written notice of

such dispute is given within twelve (12) months after the due date of such invoice. In all cases, DE and Customer will use good faith efforts to resolve any dispute. In the event the Parties are unable to resolve the dispute within ten (10) days of the notice date, either Party may begin legal proceedings to resolve the dispute. Any amounts determined owed will be paid within three (3) days after the decision.

3.3 Aggregator Fees. Customer acknowledges and agrees that, pursuant to REP Services Agreement between DE and TCAP ("Aggregator"), DE is responsible for paying to Aggregator an amount determined by multiplying a TCAP Aggregation Fee by the volume consumed in association with the ESI IDs set forth in Attachment B during the term of this Agreement, which amount shall be charged to and paid by Customer pursuant to this Agreement (the "Aggregator Fee"). The Aggregator Fee is initially set at \$0.0011 per kWh, however, it may be changed by the TCAP Board of Directors at any time prior to or during the Term of this Agreement. The Aggregator Fee will be set forth as a separate line item on the Customer's bill.

3.4 Billing Guarantee. DE shall issue a bill to Customer for every ESI ID at least one time per month. If, for reasons other than Force Majeure, DE fails to issue a bill within 90 days of any scheduled meter read, DE hereby irrevocably waives its right to bill Customer for any energy consumed at that ESI ID for the meter read cycle that should have been billed, unless not less than 10 days prior to the expiration of such 90 day period, DE provides Customer with a written explanation of the circumstances that are preventing DE from issuing such bill and the expected time by which a bill can be issued. In such event, Customer and DE shall determine a reasonable extension within which to issue an invoice, not to exceed 30 days. DE shall adjust or true-up each bill no more than twice and all such adjustments shall be issued within two hundred ten (210) days of the initial issue date.

SECTION 4: CUSTOMER INFORMATION, CREDIT AND DEPOSITS

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

4.2 Deposits and Other Security. Either Party (the "Providing Party") may be required by the other Party (the "Requesting Party") to provide a deposit (or additional deposit if an initial deposit was also required), letter of credit, or other form of credit assurance reasonably acceptable to the Requesting Party ("collectively, Performance Assurance") during the Term of this Agreement if: (i) the Requesting Party determines in its reasonable discretion that there has been a material adverse change in the Providing Party's credit status or financial condition (which, if applicable, will mean that its credit or bond rating has dropped lower than BBB- by Standard & Poor's Rating Group or Baa3 by Moody's Investor Services or ceases to be rated by either of these agencies); or (ii) Customer has been delinquent in paying the electric bill more than twice during the past 12 months. Any Performance Assurance, less any outstanding balance owed from one Party to the other Party, will be returned to the Providing Party once the Providing Party's credit or financial condition becomes satisfactory or, if applicable, to a credit or bond rating of BBB- or Baa3 or higher, whichever occurs earlier or if the Performance Assurance relates to delinquent payments, the Providing Party has paid all outstanding balances and has made all payments within the dates set forth in this Agreement for a period of six consecutive months.

SECTION 5: EARLY TERMINATION; DAMAGES

5.1 Cancellation by Customer for Insufficient Appropriations. If, during Customer's annual appropriations determination, the applicable governmental authorities do not allocate sufficient funds to allow Customer to continue to perform its obligations under this Agreement ("*Appropriations Failure*"), then Customer shall have the right to terminate this Agreement upon thirty (30) days advance written notice to DE. Upon expiration of such notice period, Customer shall have the right to terminate this Agreement in full or as to any ESI ID(s) provided that Customer has paid all amounts due to DE under this Agreement, including the Customer Early Termination Damages.

5.2 Customer Early Termination Damages. Except in connection with the closure of a facility associated with an ESI ID pursuant to Section 1.4, or in connection with a Force Majeure Event, if at any time during the Term of this Agreement Customer cancels this Agreement and refuses to accept delivery of electric supply from DE for any or all ESI ID(s), DE shall have the right to charge Customer early termination damages equal to the net present value (calculated at a ten percent (10%) annual discount rate) of an amount determined by multiplying the Expected Usage for the remainder of the Term for each ESI ID Customer cancels or refuses to accept delivery of electric supply by \$0.00205 per kWh ("*Customer Early Termination Damages*"). In the event that the Customer Early Termination Penalty is charged due to a termination of the Agreement due to an Event of Default by Customer under this Agreement, then the Customer Early Termination Damages shall also include DE's reasonable costs relating to the determination and collection of same, including attorney and consultant fees, incurred. Customer and DE agree that the provisions set forth in Section 3 relating to Billing and Payment shall apply to the billing, due date, and collection of any Customer Early Termination Damages. Customer agrees that the Customer Early Termination Damages herein is a reasonable estimate of the damages due DE for the failure to accept electric supply, and as such is not punitive in nature. These Customer Early Termination Damages shall not apply to any Customer termination of this Agreement

for any Force Majeure Event or any other cancellation or early termination allowed to be made without charge or penalty under this Agreement.

5.3 Cancellation by DE for Wholesale Supply Failure. If, at any time during the Term of this Agreement, the Wholesale Transaction is terminated as a result of a default by PMI ("Wholesale Supply Failure"), DE shall have the option, exercisable in its sole discretion, to (a) continue to serve Customer for the remainder of the Term of this Agreement at the Energy Price; (b) continue to serve Customer under this Agreement but at a price equal to the Market Rate until such time as TCAP secures a replacement supply of electricity from an alternate wholesale supplier reasonably acceptable to TCAP, EA and DE; or (c) terminate this Agreement. DE may exercise such right by providing 30 days notice of such exercise to Customer, TCAP not later than 30 days after the effective date of the termination of the Wholesale Agreement and such revised price shall be effective as of the effective date of the termination of the Wholesale Agreement. In the event DE exercises option (b) above, DE shall pay to Customer the Wholesale Transaction Termination Payment determined in accordance with Section 5.5 below.

5.4 DE Early Termination Damages. Except as otherwise provided or excused in this Agreement, including any Force Majeure Event, if at any time during the Term of this Agreement DE cancels this Agreement and refuses to provide delivery of electric supply to Customer for any or all ESI ID(s) (other than as a result of failure of supply, including a Wholesale Supply Failure), Customer shall have the right to charge DE an early termination penalty equal to the net present value (calculated at a ten percent (10%) annual discount rate) of an amount determined by multiplying the Expected Usage for the remainder of the Term for each ESI ID DE cancels or refuses to provide delivery of electric supply by \$0.00205 per kWh ("*DE Early Termination Damages*"). In the event that the DE Early Termination Damages are charged due to a termination of the Agreement due to an Event of Default by DE under this Agreement, then the DE Early Termination Penalty shall also include Customer's reasonable costs relating to the determination and collection of same, including attorney and consultant fees, incurred. DE agrees that the DE Early Termination Damages herein are a reasonable estimate of the damages due Customer for the failure to deliver the electric supply, and as such is not punitive in nature. This DE Early Termination Penalty shall not apply to any DE termination of this Agreement for any Force Majeure Event or any other cancellation or early termination allowed to be made without penalty under this Agreement, including, without limitation a Wholesale Supply Failure.

5.5 Wholesale Transaction Termination Payment. If at any time during the Term of this Agreement (a) this Agreement is terminated by Customer in connection with the termination of the Wholesale Transaction as provided in Section D.1(e) of the Terms and Conditions of Service attached as Attachment A to this Agreement, or (b) service under this Agreement is continued as provided in clause (b) of Section 5.3 notwithstanding a termination of the Wholesale Transaction, then DE shall calculate and Customer and DE shall pay to the other, as appropriate in the manner described below and without regard to who is a defaulting party, the portion of the Termination Payment (as defined in the EEI Master Agreement) calculated and paid under the Wholesale Transaction that is allocable to Customer's load under this Agreement (the "*Wholesale Transaction Termination Payment*"). If a Termination Payment is owed by EA to PMI under the Wholesale Transaction, Customer shall pay to DE the portion of such Termination Payment that is allocable to Customer's load under this Agreement. If a Termination Payment is owed by PMI to EA under the Wholesale Transaction, DE shall pay to Customer the portion of such Termination Payment that is allocable to Customer's load under this Agreement; provided, however, that if the termination of the Wholesale Agreement is as result of a default by PMI, DE's obligation to pay the Wholesale Transaction Termination Payment shall be (i) conditioned upon EA's receipt of the Termination Payment from PMI and (ii) shall be reduced pro-rata in the event that less than the full Termination Payment is received by EA. To the extent that the Termination Payment due from EA to PMI is adjusted to the account of EA to reflect the full benefit of TCAP's entering into transactions with a replacement REP, the same adjustments shall be made on a pro-rata basis to the account of Customer with respect to the Wholesale Transaction Termination Payment. The Wholesale Agreement Termination Payment shall be remitted by DEBS to Customer, as applicable, within 30 days of receipt thereof by EA, or by Customer within 30 days of DE's invoice to Customer for same; provided, however, that to the extent that less than the full Wholesale Transaction Termination Payment is received by EA, payments will be reduced on a pro-rata basis with all other TCAP members. DE and EA agree to use reasonable commercial efforts in the collection of Termination Payments from PMI to be passed through to TCAP.

SECTION 6: NOTICES AND PAYMENT

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

- a. If to Customer:
City of Clute

108 E. Main Street
Clute, TX 77531

- b. If to DE:
Direct Energy
1001 Liberty Avenue, 12th Floor,
Pittsburgh, PA 15222

6.2 Payments. Payments shall be sent to the addresses noted below, or any other address the Party provides to the other Party in writing:

- a. If to Customer:
City of Clute
108 E. Main Street
Clute, TX 77531
- b. If to DE:
Direct Energy-Utility Operations
Mail Code 5116
Dallas, TX 75266-0367

SECTION 7: DEFINITIONS

7.1 Definitions. In addition to the terms defined elsewhere in this Agreement, when used with initial capitalization, whether singular or plural, such capitalized terms shall have the meanings set forth in this Section 7.1. All other capitalized terms used herein but not otherwise defined herein shall have the same meaning as defined in the following documents, with any conflicting definitions contained in such documents being applied herein in the following priority: PURA, the PUCT Substantive Rules, and the ERCOT Protocols.

1. "*Actual Usage*" means the actual amount of electric energy (in kWh) used at the ESI ID(s) as determined by the TDSP.
2. "*Aggregator*" shall have the meaning given in Section 3.3.
3. "*Aggregator Fee*" shall have the meaning given in Section 3.3.
4. "*Agreement*" shall have the meaning given in the introductory paragraph.
5. "*Applicable Law*" shall have the meaning given in Section E.11(c) of Attachment A to this Agreement.
6. "*Appropriations Failure*" shall have the meaning given in Section 5.2.
7. "*CAPP*" means the Cities Aggregation Power Project, Inc., an aggregation pool of governmental and other entities organized and administered by CAPP of which Customer is a member for the ESI IDs included in the contract.
8. "*Code*" shall have the meaning given in Section A.3 of Attachment A to this Agreement.
9. "*Consumer Protection Rules*" shall have the meaning given in Section B.3 of Attachment A to this Agreement.
10. "*Customer*" shall have the meaning given in the introductory paragraph.
11. "*Customer Early Termination Penalty*" shall have the meaning given in Section 5.2.
12. "*DE*" shall have the meaning given in the introductory paragraph.
13. "*DE Early Termination Penalty*" shall have the meaning given in Section 5.3.
14. "*Delayed Effective Date Electricity Amount*" shall have the meaning given in Section 1.3(b).
15. "*Delayed Effective Date Period*" shall have the meaning given in Section 1.3(b).
16. "*Delivery Charges*" means those charges or credits from the TDSP pursuant to its tariff, including, but not limited to: Transmission and Distribution Charges, System Benefit Fund Charge, Nuclear Decommissioning Charge, Competitive Transition Charge, Standard Customer Metering Charge, Customer Charge, Merger Savings and Rate Reduction Credit, Excess Mitigation Credit and Utility Imposed Reactive Power Charges.
17. "*Disclosing Party*" shall have the meaning given in Section C.1 of Attachment A to this Agreement.
18. "*Effective Date*" means the date of the first reading of the meter on an ESI ID provided to DE by the TDSP after the TDSP and ERCOT shall have timely performed any required enrolment and cancellation procedures necessary to switch Customer's REP to such ESI ID to DE.
19. "*Electricity Related Charges*" includes, unless noted elsewhere otherwise: Ancillary Services Charge, Congestion, ERCOT Administrative Fee, Delivery Loss Charge, Transmission Loss Charge, Renewable Energy Credit Charge, Residential Energy Credit Charge, Unaccounted For Energy Charge, Qualified Scheduling Entity Charge, Imbalance Settlement Charge.
20. "*Energy Price(s)*" means the rates per unit of measure specified on Section 2.1 and includes all Electricity Related Charges
21. "*ERCOT*" means the Electric Reliability Council of Texas.

22. "ERCOT Protocols" means the document adopted, published, and amended from time to time by ERCOT, and initially approved by the PUCT, to govern electric transactions in the ERCOT Region, including any attachments or exhibits referenced in the document, that contains the scheduling, operating, planning, reliability, and settlement policies, rules, guidelines, procedures, standards, and criteria of ERCOT, or any successor document thereto.
23. "ESI ID(s)" means the Electric Service Identifiers for of the property service addresses identified on Attachment B to this Agreement, as such list may be modified from time to time as provided in Section 1.5.
24. "Event of Default" shall have the meaning given in Section D.1 of Attachment A to this Agreement.
25. "Expected Usage" shall have the meaning given in Attachment B to this Agreement.
26. "Force Majeure Event(s)" shall have the meaning given in Section B.5 of Attachment A to this Agreement.
27. "kWh" means kilowatt hour.
28. "Market Rate" means one hundred forty percent (140%) of the MCPE determined for any delivery period.
29. "MCPE" or "Market Clearing Price of Energy" means the highest price associated with a Congestion Zone for a Settlement Interval for Balancing Energy deployed during the Settlement Interval as those terms are defined in the ERCOT Protocols.
30. "Nodal Marke" means the implementation of wholesale market design by ERCOT with locational marginal pricing for resources that is scheduled to occur in December 2008 or thereafter.
31. "Nodal Congestion" means the positive difference in price between the real-time settlement point price as determined by ERCOT for the trading hub and the real-time settlement point price as determined by ERCOT for the load zone associated with the customer Facilities.
32. "Non-Recurring Charges" means any charges imposed by the TDSP or other third parties on a non-recurring basis for services, repairs or additional equipment needed for Customer's electric service.
33. "Party" or "Parties" shall have the meaning given in the introductory paragraph.
34. "PUCT" means Public Utility Commission of Texas.
35. "REP" shall have the meaning given in Section 1.1.
36. "Special Loads" shall have the meaning given in the Confirmation.
37. "STAP" means the South Texas Aggregation Power Project, Inc., an aggregation pool of governmental and other entities organized and administered by STAP of which Customer is a member for the ESI Ids included in the contract.
38. "Taxes" means all taxes, assessments, levies, duties, charges, fees and withholdings of any kind levied by a duly-constituted taxing authority and all penalties, fines, and additions to tax, and interest thereon that are directly related to the services provided under this Agreement, but does not include the System Benefit Fund fee and fees and charges imposed by ERCOT. By way of example only, Taxes includes: Sales Tax, Miscellaneous Gross Receipts Tax, PUCT Assessment Fees and Franchise Fees.
39. "TCAP" means the Texas Coalition for Affordable Power, Inc., an aggregation pool of governmental and other entities organized and administered by TCAP of which Customer is a member for the ESI Ids included in the contract.
- "Term" shall have the meaning given in Section 1.3(a).
40. "TDSP" or "Transmission and Distribution Service Provider" means an entity regulated by the State of Texas, which transmits or distributes electric energy.
41. "Wholesale Transaction" means the transaction evidenced by the Confirmation whereby EA will purchase and PMI will provide full requirements energy and related services necessary to satisfy electricity consumption of TCAP members as served by EA through its retail provider DE.

Attachments:

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

[signature page to follow]

CUSTOMER: City of Clute, Texas	DE: Direct Energy, LP, d/b/a Direct Energy Business Services By its General Partner Direct Energy GP, LLC
By:	By:
Printed:	Printed:
Title:	Title:
Date:	Date:

Terms and Conditions of Service Attachment A

These Terms and Conditions of Service form an integral part of the Commercial Electricity Service Agreement between Customer and DE. In addition to the terms defined elsewhere in this Agreement, when used with initial capitalization, whether singular or plural, such capitalized terms shall have the meanings set forth in Section 7.1 of this Agreement. Customer should thoroughly review the entire Agreement, including these Terms and Conditions of Service, before executing this Agreement.

A. REPRESENTATIONS AND WARRANTIES

A.1 Customer's Representations and Warranties. As a material inducement to entering into this Agreement, Customer hereby represents and warrants to DE as follows: (a) it is a duly organized entity and is in good standing under the laws of Texas; (b) the execution and delivery of the Agreement are within its powers, have been duly authorized by all necessary action, and do not violate any of the terms or conditions in any contract to which it is a party or any Law applicable to it; (c) the performance of this Agreement shall be duly authorized by all necessary action and shall not violate any of the terms or conditions in any contract to which it is a party; (d) as of the date sales of electricity by DE to Customer pursuant to this Agreement commence, Customer shall have all regulatory authorizations necessary for it to legally perform its operations and such performance shall not violate any of the terms or conditions in any contract to which it is a party or any law applicable to it; (e) this Agreement constitutes a legal, valid, and binding obligation of Customer enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and other laws affecting creditor's rights generally, and with regard to equitable remedies, subject to the discretion of the court before which proceedings to obtain same may be pending; (f) there are no bankruptcy, insolvency, reorganization, receivership, or other similar proceedings pending or being contemplated by it, or to its knowledge threatened against it; (g) there are no suits, proceedings, judgments, rulings, or orders by or before any court or any government authority that could materially adversely affect its ability to perform the Agreement; and (h) as of the Effective Date and throughout the Term of this Agreement, there is no other contract for the purchase of electricity by Customer for the ESI ID(s), or, if such a contract presently exists, that it will terminate prior to the delivery of electricity to Customer under this Agreement. In addition to the foregoing, Customer hereby represents and warrants to DE that Customer has complied with the requirements of Section 2162, *Texas Government Code* and all applicable contracts (including, but not limited to, Contract 050110-CCG-EM) awarded by the Council on Competitive Government regarding the bidding or awarding of this Agreement.

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

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

B. DISCLAIMERS OF WARRANTIES; LIMITATION OF LIABILITIES

B.1 LIMITATIONS OF LIABILITY. LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR AS OTHERWISE PROVIDED HEREIN, SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES. DE WILL NOT BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES OR LOSS OF REVENUES OR PROFIT. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE. EXCEPT FOR (a) THE DE EARLY TERMINATION DAMAGES DUE IF DE DEFAULTS, (b) THE CUSTOMER EARLY TERMINATION DAMAGES DUE IF CUSTOMER DEFAULTS, AND (c) THE WHOLESALE TRANSACTION TERMINATION PAYMENT, THE LIABILITY OF EITHER PARTY TO THE OTHER FOR ANY OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF ALL DOLLARS PAID BY CUSTOMER TO DE (IF CUSTOMER) OR RECEIVED BY DE (IF DE) PURSUANT TO THIS AGREEMENT. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

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

B.3 WAIVER OF CUSTOMER PROTECTION RULES AND CONSUMER RIGHTS. THE PARTIES FURTHER ACKNOWLEDGE THAT THE CUSTOMER PROTECTION RULES ADOPTED BY THE PUBLIC UTILITY COMMISSION (AS CONTAINED IN ITS SUBSTANTIVE RULES 25.471 ET SEQ.) ("*CUSTOMER PROTECTION RULES*") SHALL NOT APPLY TO THIS AGREEMENT EXCEPT FOR THE FOLLOWING RULES: 25.481, 25.485 (b),(d), and (e), and 25.495. EXCEPT AS SET FORTH IN THIS SECTION, CUSTOMER HEREBY EXPRESSLY WAIVES THE CUSTOMER PROTECTION RULES TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW. CUSTOMER FURTHER HEREBY WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES--

CONSUMER PROTECTION ACT, SECTION 17.41, ET. SEQ., BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. CUSTOMER REPRESENTS AND WARRANTS TO DE THAT: (a) CUSTOMER IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION IN RELATION TO DE; (b) CUSTOMER IS REPRESENTED BY LEGAL COUNSEL THAT WAS NEITHER DIRECTLY NOR INDIRECTLY IDENTIFIED, SUGGESTED OR SELECTED BY DE; AND (c) CUSTOMER VOLUNTARILY CONSENTS TO THIS WAIVER AFTER CONSULTATION WITH ITS LEGAL COUNSEL.

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

B.5 Force Majeure. DE will make commercially reasonable efforts to provide electric service, but does not guarantee a continuous supply of electricity. DE does not generate electricity nor does it transmit or distribute electricity. Causes and events out of the control of DE and Customer (“*Force Majeure Event(s)*”) may result in interruptions in service or the ability to accept electricity. If either Party is unable to perform its obligations, in whole or in part, due to a Force Majeure Event, then the obligations of the affected Party (other than the obligation to pay any amounts owed to DE that relate to periods prior to the Force Majeure Event) shall be suspended to the extent made necessary by such Force Majeure Event. Therefore, neither Party shall be liable to the other Party for damages caused by Force Majeure Events, including acts of God, acts of, or the failure to act by, any governmental authority (including the PUCT or ERCOT and specifically including failure by ERCOT to make Customer read data available), accidents, strikes, labor troubles, required maintenance work, events of “force majeure” or “uncontrollable force” or a similar term as defined under the applicable transmission provider’s tariff, inability to access the local distribution utility system, non-performance by the supplier or the local distribution utility, changes in laws, rules, or regulations of any governmental authority (including the PUCT or ERCOT) that would prevent the physical delivery of energy to Customer’s facilities, or any cause beyond such Party’s control. The Parties agree that an Appropriations Failure and a Scheduling Failure shall not be considered a Force Majeure Event.

C. CONFIDENTIALITY AGREEMENT

C.1 Confidentiality. DE acknowledges that Customer is a governmental body subject to public information laws, including Chapter 552 of the Texas Government Code. Subject to such laws that may require disclosure of information, and upon the written request of a Party (in such capacity, the “*Disclosing Party*”), the other Party (in such capacity, the “*Receiving Party*”) shall keep confidential and not disclose any Confidential Information which is disclosed to the Receiving Party by the Disclosing Party except for disclosures to Authorized Parties or as required by law. For purposes hereof, “*Confidential Information*” means the terms of this Agreement and any other information in written or other tangible form which is marked as “Confidential” when it is disclosed to the Receiving Party, except that Confidential Information shall not include information which (i) is available to the public, (ii) becomes available to the public other than as a result of a breach by the Receiving Party of its obligations hereunder, (iii) was known to the Receiving Party prior to its disclosure by the Disclosing Party, or (iv) becomes known to the Receiving Party thereafter other than by disclosure by the Disclosing Party. The provisions of this Section shall apply regardless of fault and shall survive termination, cancellation, suspension, completion or expiration of this Agreement for a period of two (2) years. Customer agrees that DE may provide TCAP with any information requested by TCAP about Customer’s account and billings. As used herein, the term “Authorized Parties” shall mean such officers, directors, employees, agents, representatives and professional consultants of the Parties, and of such of its affiliates, that have a need to know the Confidential Information for the purpose of evaluating and performing this Agreement and the transaction covered hereby.

D. DEFAULT AND REMEDIES

D.1 Events of Default. An event of default (“*Event of Default*”) means: (a) the failure of Customer to make, when due, any payment required under this Agreement for any amount that is not reasonably disputed if such payment is not made within fifteen (15) business days after receipt of written notice (facsimile or electronic mail are valid forms of notice for this paragraph) from DE; or (b) any representation or warranty made by a Party proves to be false or misleading in any material respect; or (c) the failure of any Party to perform its obligations under this Agreement and such failure is not excused by Force Majeure and remains uncured following [] business days written notice of such failure; (d) the defaulting Party (i) makes an assignment or any general arrangement for the benefit of creditors; or (ii) files a petition or otherwise commences, authorizes or acquiesces to a bankruptcy proceeding or similar proceeding for the protection of creditors, or have such petition filed against it and such petition is not withdrawn or dismissed within 20 business days after such filing; or (iii) otherwise becomes insolvent; or (iv) is unable to pay its debts as they fall due; or (v) fails to establish,

maintain or extend Credit in form and in an amount acceptable to DE when required; or (e) the Wholesale Transaction is terminated by reason of a default by DE under CESAs with other TCAP members or by reason of a default by EA under the Wholesale Transaction. If an Event of Default listed in subsection (d) above occurs, a Default will be deemed to have automatically occurred prior to such event.

D.2 Remedies upon an Event of Default. If an Event of Default shall have occurred and be continuing, the non-defaulting Party, upon written notice to the defaulting Party, shall have the right (a) to commence an action to require the defaulting Party to remedy such default and specifically perform its duties and obligations hereunder in accordance with the terms and conditions hereof; (b) to exercise such other rights and remedies as it may have at equity or at law, subject however to the Limitations on Liabilities above; and (c) to suspend performance under this Agreement; provided, however, in no event shall any such suspension continue for longer than ten (10) Business Days unless an early termination of this Agreement has been declared and notice thereof pursuant to this Agreement given. If Customer is responsible for the occurrence of an Event of Default and it fails to cure within ten (10) days of written notice (does not apply to default for non-payment), in addition to any other remedy, DE may (i) terminate this Agreement and switch Customer to the Affiliated REP or the Provider of Last Resort; and (ii) charge Customer the Customer Early Termination Penalty pursuant to Section 5 of this Agreement. Notwithstanding the above, DE may not disconnect or order disconnection of service to Customer unless the following events have all occurred: (1) Customer has an Event of Default for nonpayment under Section D.1(a) above, (2) DE gives Customer a thirty (30) day written disconnection notice; and (3) Customer does not pay all undisputed outstanding payments owed by the end of the thirty (30) day notice period. If DE or EA under the Wholesale Transaction, is responsible for the occurrence of an Event of Default and it fails to cure within ten (10) days of written notice, in addition to any other remedy, Customer may charge DE the DE Early Termination Penalty pursuant to Section 5 of this Agreement, provided, however, that the cure period applicable to any Event of Default under Section D.1(e) above shall be three (3) business days after receipt of written notice.

E. MISCELLANEOUS PROVISIONS

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

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

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

E.4 Assignment. Upon the termination of the Wholesale Transaction by reason of a default by DE under CESAs with other TCAP members or by reason of a default by EA under the Wholesale Transaction, Customer shall have the right to assign DE's rights and obligations under this Agreement in whole to a replacement retail electric provider pursuant to the terms and conditions set forth in the Letter Agreement. Except in connection with such an assignment of DE's rights and obligations effected pursuant to the preceding sentence, Customer may not assign this Agreement, in whole or in part, or any of its rights or obligations hereunder without the prior written consent of DE, which shall not be unreasonably withheld. DE may, to the fullest extent allowed by law: (a) transfer, sell, pledge, encumber or assign the revenues or proceeds hereof in connection with any financing or other financial arrangement; (b) transfer or assign this Agreement to an affiliate of DE; (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of DE with an operating capability and financial condition substantially similar to DE as of the execution date of this Agreement; and/or (d) transfer or assign this Agreement to a certified REP with an operating capability and financial condition substantially similar to DE as of the execution date of this Agreement. In the case of (b), (c), or (d), any such assignee shall agree in writing to be bound by these Terms and Conditions of Service. Upon any such assignment, Customer agrees that DE shall have no further obligations under this Agreement. There shall be no assignment by DE to a non-affiliated entity that has a lower credit than BBB- without the prior written consent of TCAP, which shall not be unreasonably withheld.

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

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

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

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

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

E.10 Customer Care. Customer may contact DE Customer Care if Customer has specific comments, questions, disputes, or complaints toll free at 1-866-547-2722, Monday to Friday 8:00 a.m. – 5:00 p.m. CST. DE shall assist and cooperate with Customer

regarding communications with a TDSP relating to service to any ESI ID identified on Attachment B.

E.11 Governing Law.

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

b. The Parties agree that all disputes between them which arise under this Agreement and which are not settled shall be decided by a court of competent jurisdiction in Harris County, Texas, and the Parties submit to the jurisdiction of the courts of the State of Texas and the Federal District Courts in Houston, Harris County, Texas. All disputes will be governed under the laws of the State of Texas.

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

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

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

E.15 Offer for Electric Service; Refusal of Service. This Agreement, including these Terms and Conditions of Service, shall constitute an offer for electric service, and this Agreement is expressly conditional on acceptance of this Agreement by DE. DE may refuse to provide electric service to Customer subject to the requirements of Applicable Law.

Attachment B Offer Sheet

For review and acceptance by Direct Energy, customer must execute this attachment B and fax to 1-412-667-6104

Customer Name	City of Clute	Agreement Number
Effective Date	1/1/2012	
Agreement Term	24 months	
Fixed Energy Price	See CESA	
Number of ESIs Included	65	

THE PRICING IN THIS ATTACHMENT WILL ONLY BE VALID UPON COMPLETE REVIEW BY DIRECT ENERGY

LDC Account Number	Service Address	City	State	Zip Code	Status	TDSP	Expected Start Date	End Month
1008901011317260750100	100 S Main St	Clute	TX	77531-4511	Active	CenterPoint	1/1/2012	12/31/2013
1008901023804865580100	101 Parkview	Clute	TX	77531-0000	Active	CenterPoint	1/1/2012	12/31/2013
1008901011317147500100	101 W Brazoswood Dr	Clute	TX	77531	Active	CenterPoint	1/1/2012	12/31/2013
1008901023813911900103	101 Widgeon Dr A	Clute	TX	77531	Active	CenterPoint	1/1/2012	12/31/2013
1008901011317260710100	104 E Main St	Clute	TX	77531-4612	Active	CenterPoint	1/1/2012	12/31/2013
1008901024900061000107	104 E Main St #3	Clute	TX	77531	Active	CenterPoint	1/1/2012	12/31/2013
1008901011317260790100	108 Hargett St	Clute	TX	77531-4504	Active	CenterPoint	1/1/2012	12/31/2013
1008901023817167350106	108 E Main St	Clute	TX	77531	Active	CenterPoint	1/1/2012	12/31/2013
1008901008316167500100	1107 Lake St	Clute	TX	77531-3819	Active	CenterPoint	1/1/2012	12/31/2013
1008901008316168725100	1247 Pecan St	Clute	TX	77531-3818	Active	CenterPoint	1/1/2012	12/31/2013
1008901010316960820100	1315 Old Angleton Rd	Clute	TX	77531-3527	Active	CenterPoint	1/1/2012	12/31/2013
1008901023805095420100	1326 Kyle Rd	Clute	TX	77531-3316	Active	CenterPoint	1/1/2012	12/31/2013
1008901023808509740102	135 Washington Ave	Clute	TX	77531-4769	Active	CenterPoint	1/1/2012	12/31/2013
1008901023810212150100	1409 Mockingbird Ln	Clute	TX	77531-0000	Active	CenterPoint	1/1/2012	12/31/2013
1008901007314921510100	1411 Maple	Clute	TX	77531-0000	Active	CenterPoint	1/1/2012	12/31/2013
1008901007314907040100	1411 Mockingbird Ln	Clute	TX	77531-4968	Active	CenterPoint	1/1/2012	12/31/2013
1008901007314921510200	14111/3 Maple	Clute	TX	77531	Active	CenterPoint	1/1/2012	12/31/2013
1008901007314905075100	1415 Mockingbird Ln	Clute	TX	77531-4968	Active	CenterPoint	1/1/2012	12/31/2013
1008901022900222270108	1422 Highland Park Dr	Clute	TX	77531	Active	CenterPoint	1/1/2012	12/31/2013
1008901008314960000100	153 Hackberry St	Clute	TX	77531-4215	Active	CenterPoint	1/1/2012	12/31/2013
1008901023809088600100	200 College	Clute	TX	77531-0000	De-Energ	CenterPoint	1/1/2012	12/31/2013
1008901007314942704100	201 Lakewood Dr	Clute	TX	77531-4324	Active	CenterPoint	1/1/2012	12/31/2013
1008901011317149890100	215 Lakeview Dr	Clute	TX	77531-4455	Active	CenterPoint	1/1/2012	12/31/2013
1008901011317081950100	215 N Shanks St	Clute	TX	77531-4122	Active	CenterPoint	1/1/2012	12/31/2013
1008901011317466455100	218 Highway 332	Clute	TX	77531-5613	Active	CenterPoint	1/1/2012	12/31/2013
1008901011317144800100	224 N Shanks St	Clute	TX	77531-4123	Active	CenterPoint	1/1/2012	12/31/2013
1008901023807485500100	298 E Plantation Dr #1	Clute	TX	77531-5509	Active	CenterPoint	1/1/2012	12/31/2013
1008901011317081620100	300 E Main St	Clute	TX	77531-4725	Active	CenterPoint	1/1/2012	12/31/2013
1008901007314921570100	303 Barbara Dr	Clute	TX	77531	Active	CenterPoint	1/1/2012	12/31/2013
1008901023808285490100	330 N Dixie Dr	Lake J	TX	77566	Active	CenterPoint	1/1/2012	12/31/2013
1008901012317602820200	3301/3 N Dixie Dr #1	Lake J	TX	77566	Active	CenterPoint	1/1/2012	12/31/2013
1008901023805125090100	340 E Marion St	Clute	TX	77531-4112	Active	CenterPoint	1/1/2012	12/31/2013
1008901011317146356100	340 W Marion St #1	Clute	TX	77531-4118	Active	CenterPoint	1/1/2012	12/31/2013
1008901011317146400100	350 W Marion St	Clute	TX	77531-4118	Active	CenterPoint	1/1/2012	12/31/2013
1008901010316835010100	400 Dorsett	Clute	TX	77531-0000	Active	CenterPoint	1/1/2012	12/31/2013
1008901011317268180100	400 Hargett	Clute	TX	77531-0000	Active	CenterPoint	1/1/2012	12/31/2013
1008901023810588810200	4001/3 Hargett	Clute	TX	77531-0000	Active	CenterPoint	1/1/2012	12/31/2013
1008901023809091640100	401 College Dr	Clute	TX	77531-4779	Active	CenterPoint	1/1/2012	12/31/2013
1008901010316834172100	426 Commerce St	Clute	TX	77531-5608	Active	CenterPoint	1/1/2012	12/31/2013
1008901001388880005200	4331/3 Hardy St	Clute	TX	77531-4577	Active	CenterPoint	1/1/2012	12/31/2013
1008901011317479880100	501 Commerce St	Clute	TX	77531-5609	Active	CenterPoint	1/1/2012	12/31/2013
1008901011317422975100	502 W Plantation Dr	Clute	TX	77531-5306	Active	CenterPoint	1/1/2012	12/31/2013
1008901010316960610100	590 E Main St	Clute	TX	77531-4729	Active	CenterPoint	1/1/2012	12/31/2013
1008901007314941020100	601 Stratton Ridge Rd	Clute	TX	77531-4330	Active	CenterPoint	1/1/2012	12/31/2013

1008901011317424254100	612 Plantation #2	Clute TX	77531-0000	Active	CenterPoint	1/1/2012	12/31/2013
1008901023815949100105	651 Dixie Dr	Clute TX	77531	Active	CenterPoint	1/1/2012	12/31/2013
1008901010316806325100	701 Wesley Dr	Clute TX	77531-3734	Active	CenterPoint	1/1/2012	12/31/2013
1008901011317287040100	704 S Main St	Clute TX	77531-5411	Active	CenterPoint	1/1/2012	12/31/2013
1008901023804977630100	715 Mockingbird Ln	Clute TX	77531-4943	Active	CenterPoint	1/1/2012	12/31/2013
1008901011317449225100	729 W Plantation Dr	Clute TX	77531-5222	Active	CenterPoint	1/1/2012	12/31/2013
1008901008316169580100	852 Live Oak St	Clute TX	77531-3805	Active	CenterPoint	1/1/2012	12/31/2013
1008901010316960722100	905 Creek Dr #2	Clute TX	77531	Active	CenterPoint	1/1/2012	12/31/2013
1008901007314907820100	905 Highland Park Dr	Clute TX	77531	Active	CenterPoint	1/1/2012	12/31/2013
1008901011317470740100	911 Bumpy Ln	Clute TX	77531-0000	Active	CenterPoint	1/1/2012	12/31/2013
1008901007314903950100	917 S Brazosport	Clute TX	77531-5724	Active	CenterPoint	1/1/2012	12/31/2013
100890107671810LHA1200	Street Light Type Lha	Houstd TX	77002	Active	CenterPoint	1/1/2012	12/31/2013
100890107671810PHE1200	Street Light Type Phe	Houstd TX	77002	Active	CenterPoint	1/1/2012	12/31/2013
100890107671810RMA1200	Street Light Type Rma	Houstd TX	77002	De-Energ	CenterPoint	1/1/2012	12/31/2013
100890107671810RME1200	Street Light Type Rme	Houstd TX	77002	Active	CenterPoint	1/1/2012	12/31/2013
100890107671810SHA1200	Street Light Type Sha	Houstd TX	77002	Active	CenterPoint	1/1/2012	12/31/2013
100890107671810SHE1200	Street Light Type She	Houstd TX	77002	Active	CenterPoint	1/1/2012	12/31/2013
100890107671810THA1200	Street Light Type Tha	Houstd TX	77002	Active	CenterPoint	1/1/2012	12/31/2013
100890107671810EMA1200	Streetlight	Pinehu TX	77002	Active	CenterPoint	1/1/2012	12/31/2013
100890107671810LHE1200	Streetlight	Houstd TX	77002	Active	CenterPoint	1/1/2012	12/31/2013
100890107671810PHA1200	Streetlight	Tombæ TX	77002	Active	CenterPoint	1/1/2012	12/31/2013