

**Commodity Supply Agreement**


Buyer and Seller agree to the terms set out in this Commodity Supply Agreement and its applicable Schedules (collectively the "CSA"), and the Terms and Conditions ("Ts&Cs") dated 03/29/2017, incorporated by reference as if fully set forth herein (CSA and Ts&Cs, collectively, "Agreement"). The Effective Date of this CSA is 03/29/2017. Any discrepancy between this CSA and the Ts&Cs will be governed by this CSA. Any discrepancy between this CSA and any other CSA with respect to the same Accounts will be governed by the CSA last executed. Capitalized terms are defined within the text of the CSA or Ts&Cs, or by any applicable ISO, TDU, or State law.

<b>Buyer:</b>	<b>TAWA SERVICES, INC</b> <i>TAWA, INC. C RETAIL</i>	<b>Seller:</b>	<b>Source Power &amp; Gas LLC</b> PUCT No. 10206
Business Address:	3430 HIGHWAY 6	Business Address:	PO Box 181, 203 South 7 <sup>th</sup> Street
City:	Sugar Land	City:	Beasley
State:	Texas	State:	Texas
Zip Code:	77478	Zip Code:	77417
Contact:		Contact:	Jeremy Ellis
Phone Number:		Phone Number:	
Email Address:		Email Address:	

Commodity:	Electricity	
Product:	ERCOT - Fixed Price	
Supply Term*:	Start Date: See Schedule A	End Date: 6/1/2019
Account(s):	See Schedule A	
Commodity Rate:	\$ 0.0357/kWh	
Quantity:	See Schedule A	
Items Included in Commodity Rate:	Energy, Line Losses, Non-Spin Reserve Service, Regulation Service Up, Regulation Service Down, Responsive Reserve, Reliability Unit Commitment ('RUC') Capacity Short, RUC Claw Back Payment, RUC De-Commitment Charge, RUC Make Whole Uplift Charge, Credit Fees, Base Point Deviation, Black Start Capacity, ERCOT Administration Charges, Load Allocated Emergency Response, Reliability Must Run, Real Time Misc Amount, Charge for Emergency Power Increase, Presidio Exception Block Load Transfer, Load-Allocated Ancillary Service Imbalance, and Real Time Revenue Neutrality Allocation, Renewable Energy Requirements	
Items Not Included in Commodity Rate:	Hub to Load Zone Basis Cost, TDU Charges, Taxes	

\* For the estimated start date for each Account, see Schedule A. The end date for each Account will be the first scheduled TDU meter read date occurring on or after the End Date specified above.

**Special Provisions:** Buyer warrants, represents and covenants that all Accounts served hereunder are non-residential Accounts, and that its Accounts in the aggregate had a peak demand within the previous 12 months of >50kW or that it is part of an aggregation group >50kW. The Parties hereto expressly waive the PUCT Customer Protection Rules (25 T.A.C. §25.471 et. seq.) and agree that the terms of this Agreement shall control the purchase and sale of the goods and services hereunder. If Buyer is a governmental entity as defined in the Texas Government Code, Chapter 2251 ("Act"), it must notify Seller in writing and once notified, if there is a conflict between the payment terms herein and such Act, the terms of the Act shall control. Upon Buyer's Default, pursuant to applicable law, Seller may apply a switch hold to the Accounts which will prevent another supplier from serving the Accounts until the event of Default is cured. A fee of \$0.00 per account per bill cycle will be assessed in addition to the Commodity Rate.

<b>Buyer:</b>	<b>TAWA SERVICES, INC</b>	<b>Seller:</b>	<b>Source Power &amp; Gas LLC</b>
By:		By:	



Contract ID: 419913-10312

Printed Name:	<i>Jonson Chen</i>	Printed Name:	
Title:	<i>Secretary</i>	Title:	

Once executed, please send ALL PAGES of this document to: fax (888) 557-2901; or, email: [SourceTXContracts@spgenergy.com](mailto:SourceTXContracts@spgenergy.com)

*sl*

**Schedule A**

This Schedule A is part of the CSA (Effective Date: 03/29/2017) by and between Source Power & Gas LLC and ~~TAWA SERVICES, INC.~~ *TAWA, INC. CRETAL*

**Account(s):**

TDU	Account Number	Service Address	City	State	Zip	Zone	Switch Type*	Start Date
Centerpoint	100890102078297946 1100	3430 HIGHWAY 6	Sugar Land	TX	77478	HOUSTON	SS	6/12/2017
Centerpoint	100890100016117001 4100	569 S MASON	Katy	TX	77450	HOUSTON	SS	6/2/2017
Centerpoint	100890100018156001 2100	1005 BLALOCK RD	Houston	TX	77055	HOUSTON	SS	6/7/2017

\***Standard Switch (SS):** Buyer uses this type of transaction to change electric provider. The actual switch date will be +/- 7 days of target start date. No cost to Buyer.

\***Self-Selected Switch (SSS):** Buyer uses this type of transaction to change electric provider. The actual switch date will be +/- 3 days of target start date. There may be a cost to Buyer which will passed through at cost; see applicable TDU tariff.

\***Move-In (MI):** Buyer uses this type of transaction to get a meter set, energize an existing meter in its name, or to reflect an ownership change (+/- 2 to 10 business days once Buyer has satisfied all necessary requirements, e.g., city and/or TDU). There may be a cost to Buyer which will passed through at cost; see applicable TDU tariff.

\***Priority Move-In PMI:** Buyer uses this type of transaction onto energize an existing meter in its name or to reflect an ownership change (+/- 0 to 2 business days once Buyer has satisfied all necessary requirements, e.g., city and/or TDU). There may be a cost to Buyer which will passed through at cost; see applicable TDU tariff.

**Billing Address:** The billing address for each Account above will be the Service Address unless a single address is listed below.

*TAWA, INC. CRETAL*

Buyer:	<del>TAWA SERVICES, INC</del>
Business Address:	6281 Regio Ave.
City:	Buena Park
State:	CA
Zip Code:	90620
Contact:	Accounting
Phone Number:	(714) 521-8899
Email Address:	Licensing@Tawa.com

**Monthly Usage:**

*TAWA, INC. CRETAL*

<del>TAWA SERVICES, INC</del>	kWh
2017-06	594,478
2017-07	787,830
2017-08	799,120
2017-09	753,323
2017-10	698,470
2017-11	595,299
2017-12	594,558
2018-01	605,723
2018-02	556,371
2018-03	654,107
2018-04	662,754
2018-05	732,180

*TAWA, INC. (RETAIL)*

<del>TAWA SERVICES, INC</del>	kWh
2018-06	734,891
2018-07	789,307
2018-08	798,443
2018-09	750,271
2018-10	698,155
2018-11	590,946
2018-12	596,258
2019-01	605,411
2019-02	556,435
2019-03	655,473
2019-04	663,542
2019-05	733,833
2019-06	219,843
<b>Total</b>	<b>16,427,018</b>

**Terms and Conditions – Effective Date: 03/29/2017**

These Terms and Conditions (“Ts&Cs”) apply to any Commodity Supply Agreement (“CSA”) entered into by Buyer and Seller which references these Ts&Cs. Buyer and Seller may hereinafter be referred to individually as “Party” or collectively as “Parties”. Capitalized terms have the meaning ascribed to them in these Ts&Cs, applicable CSAs or as defined by any ISO, TDU or State law.

**1. Definitions:**

- a. “Account” means the device used by any TDU to measure and settle Buyer's demand and/or usage.
- b. “Interest” means 1.5% per month.
- c. “ISO” means Independent System Operator; for example the Electric Reliability Council of Texas, the New York ISO, Pennsylvania-New Jersey-Maryland Interconnection, New England ISO, Mid-West ISO and California ISO.
- d. “TDU” means transmission and distribution company, transmission and distribution service provider, electric distribution company, electric distribution utility, local distribution company, or any other entity responsible for the transportation or delivery of any commodity hereunder.

**2. Agreement:** Seller shall sell and Buyer shall purchase the commodity pursuant to the terms of this Agreement.

**3. Payment Terms:** If Buyer is in a market where the TDU provides a consolidated bill, then Buyer will be billed by the TDU for the TDU's fees and Seller's charges pursuant to the terms of the TDU. If Seller bills Buyer for Seller's charges either with or without the TDU's fees, Buyer will make payment within ~~sixteen (16)~~ <sup>thirty (30)</sup> days of the invoice date. Late payments will incur a one-time late payment charge of five percent (5%) of the unpaid balance due (late payment charge and unpaid balance, together, “Unpaid Balance”). The Unpaid Balance will accrue Interest until paid, or the highest rate allowed by law, whichever is less. Additionally, a charge of \$25.00 will be assessed for each returned check or rejected ACH. Further Seller shall be entitled to attorney fees in the event legal action is necessary to collect any payment due. If there is a good faith dispute regarding any commodity charge (i.e., not any TDU charges or Taxes), Buyer will pay the undisputed amount and provide Seller with documentation to support the amount disputed. The Parties will attempt to expeditiously resolve the dispute and upon determination of the correct amount, such amount owed, if any, shall be paid within two (2) business days of resolution of the dispute. Thereafter such amount will be treated as a late payment. Seller may use estimated usage if actual metered usage is not timely received from the TDU. In such case, applicable adjustments will occur on the next invoices after receipt of actual usage. In the event Buyer disputes TDU charges or Taxes, Buyer agrees to seek its remedy directly from the entity assessing such charges.

**4. Holdover:** Should the term of any CSA expire without renewal then Seller may continue to supply the commodity at the Fully Variable Rate (“FVR”) or apply any State, ISO or TDU rule applicable to contract expiration (e.g. Buyer switches to TDU). FVR means Seller's actual cost and fees necessary to serve Buyer's Accounts (based on the most readily available data at the time of invoicing) plus an administrative fee of \$0.010/kWh for electricity or \$1.00/mmBtu for natural gas.

**5. Creditworthiness:** Seller may request Buyer to provide financial information necessary for Seller to assess Buyer's financial condition. If at any time during the Term of this Agreement Seller determines in its reasonable discretion that Buyer is not creditworthy, Seller may require Buyer to provide collateral to support Buyer's obligations under this Agreement (“Performance Assurance”). If Buyer fails to provide Performance Assurance within two (2) business days of receipt of request for same, an Event of Default shall be deemed to have occurred and Seller shall be entitled to any and all remedies set forth in this Agreement, at law and equity.

**6. Events of Default, Early Termination and Remedies:** The occurrence of any of the following shall be deemed an “Event of Default” under this Agreement: a) the failure of Buyer to make payment when due if such failure is not cured within two (2) business days of notice; (b) the failure of Buyer to provide Performance Assurance as obligated herein; (c) the failure of either Party to perform any other obligation hereunder which is not excused by Force Majeure or cured within ten (10) business days of written notice of same; (d) a Party becomes bankrupt or insolvent; or (e) any TDU disconnects service to one or more of Buyer's Accounts as a result of Buyer's non-performance. If either Party terminates this Agreement (or supply service to any Account) early (“Early Termination”), the terminating Party shall give the non-terminating Party thirty (30) days advance written notice or as much notice as is reasonably possible if the termination of supply or service will occur sooner. Upon Default or Early Termination, the non-defaulting/non-terminating Party shall have the right to terminate this Agreement (or supply service to any such Account) and collect as liquidated damages, not a penalty, any “positive value of this Agreement”. The “positive value of this Agreement” will be calculated as follows: (i) if Buyer is the defaulting/early terminating Party, the difference between the Commodity Rate minus the Current Market Rate multiplied by the remaining usage; or (ii) if Seller is the defaulting/early terminating Party, the difference between the Current Market Rate minus the Commodity Rate multiplied by the remaining usage. In either case, only if the resultant number is positive, will liquidated damages be owed. For purposes of this section, in the case where Buyer defaults/terminates early, Current Market Rate means the rate at which Seller could reasonably sell a like agreement (e.g., remaining volumes, product, etc.) to another like buyer and, in the case where Seller defaults/terminates early, Current Market



Rate means the rate at which Buyer could reasonably replace this Agreement (e.g., remaining volumes, product, etc.) from another like retail electric provider. Any amount owed after such calculation shall be paid within three (3) business days of the invoice date.

7. **Assignment:** Neither Party may assign this Agreement or any of its rights or obligations under this Agreement without the express written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the above Seller may, without the consent of Buyer, (a) assign this Agreement to any affiliate or to any party succeeding to a substantial portion of the assets of Seller, or (b) pledge or assign this Agreement as collateral to any entity requiring same of Seller. Any assignment or pledge of this Agreement shall be subject to all the provisions and conditions of this Agreement. Any assignment in violation of this Paragraph will be deemed void.

8. **Change in Law:** If there is a change in law, administrative regulation, tariff, rule, ISO design or structure or other event, including but not limited to an order, judicial decision, statute, or a change in an interpretation or application of any of the foregoing (collectively, a "Change in Law") and such causes Seller to incur any increased costs, Seller is authorized to invoice Buyer for those costs, and Buyer will be liable for payment of same. For the avoidance of any doubt, an increase in the rate for transmission service or capacity by any TDU, ISO, FERC or any other governing body, as may be applicable, will be deemed a Change in Law.

9. **Confidentiality:** Neither Party shall disclose the terms of this Agreement to a third party (other than the Party's affiliates, employees, lenders, counsel, consultants, accountants and other parties who have agreed to keep such terms confidential), except in order to comply with obligatory law, order or regulation.

10. **Force Majeure:** Except with regard to a Party's obligation to make payment hereunder, if either Party is rendered unable to perform its obligations under this Agreement due to Force Majeure, the obligations of each Party will be suspended for the duration of any inability to perform for up to ten (10) consecutive days. Thereafter the Party not claiming the Force Majeure event may deem this Agreement expired but without any other remedy. A Party claiming Force Majeure (the "Claiming Party") will notify the other Party ("Non-Claiming Party") by written confirmation as soon as practicable, describing the nature, and estimated duration of such inability to perform. "Force Majeure" means any event beyond the control of a Party, including, without limitation, acts of God, war, force majeure event claimed by any TDU, ISO or other governmental agency which results in a condition that materially impair either Party's ability to perform hereunder.

11. **Forward Contract:** The Parties acknowledge and agree that this Agreement constitutes a "forward contract" within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

12. **LIMITATION OF LIABILITY:** FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT, THE LIABILITY OF THE BREACHING PARTY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER DAMAGES OR REMEDIES HEREBY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED, THE LIABILITY OF THE BREACHING PARTY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES IN TORT, CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE.

13. **REPRESENTATIONS AND WARRANTIES:** SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS CONTRACT, AND FURTHERMORE, SOURCE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

14. **Taxes:** Buyer will be responsible for the payment of Taxes imposed on Buyer with respect to the sale, delivery and purchase of the commodities hereunder. "Taxes" shall mean without limitation, all ad valorem, property, occupation, utility, gross receipts, sales, use, franchise, assessment fees, excise and other taxes, governmental charges, reimbursable taxes, emission allowance costs, licenses, permits and assessments, and any such similar taxes other than taxes levied on Seller's net income. If applicable, Buyer will be responsible for providing sales tax exemption certificates. Until provided, Seller will not recognize any such applicable exemption.

15. **Notices:** All notices to be provided hereunder shall be in writing and may be sent by facsimile, overnight courier, first class mail or hand delivered. Notices to Buyer shall be delivered to its Business Address located on the front page of any applicable CSA unless it is blank, in which case one of its Service Addresses will be deemed its notice address. Notices to Seller shall be delivered to Source Power & Gas LLC, PO Box 181, 203 South 7<sup>th</sup> Street, Beasley, Texas 77417 with a copy to Source Power & Gas LLC c/o Source Operations Group LLC, 2150 Town Square Place, Suite 380, Sugar Land, Texas 77479.


16. **General:** It is the intention of the Parties that this Agreement contains all terms, conditions and protections in any way related to or arising out of, the sale and purchase of the commodity(ies), and supersedes, for the Term, all prior agreements between the Parties, whether written or oral.

This Agreement may not be modified or amended except in a written form duly executed by the Parties hereto; provided, however, electronic messages sent by one party and acknowledged by the other, agreeing to amend an existing, fully executed written Agreement, shall be deemed a writing signed by authorized representatives of both parties. Examples of what may be amended through such electronic messages, includes, but is not limited to a change in the Buyer's billing address or a request for the addition or deletion of Accounts from any valid CSA. There are no third party beneficiaries to this Agreement. No waiver of any obligation under this Agreement will be effective unless such waiver is in a writing signed by an officer of the Party granting the waiver and no such failure to enforce a provision of this Agreement will be construed as a waiver of same or any other provision on any occasion. If any provision of this Agreement is held to be invalid, its invalidity shall not affect the validity of any other provision of this Agreement. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same agreement. In addition, the parties agree that a copy of the original signature (including an electronic copy) may be used for any and all purposes for which the original signature may have been used. The parties further waive any right to challenge the admissibility or authenticity of this Agreement in a court of law based solely on the absence of an original signature. Fully executed copies of this Agreement are to be treated as originals.

**17. Governing Law and Venue:** This Agreement will be interpreted in accordance with the substantive and procedural laws of the state within which the accounts are located without giving effect to laws and rules governing conflicts of laws. Venue shall be in the Fort Bend County, Texas.

**18. Authorization:** Buyer hereby designates Seller as an authorized recipient of Buyer's current and historical billing data. Further, if Buyer is represented by a 3<sup>rd</sup> party aggregator, broker or consultant ("Buyer's Representative") with respect to the terms of this Agreement or any other commodity agreement, Buyer hereby authorizes Seller to disclose information and data to such representative including but not limited to this Agreement, invoices and payment information.

The Parties, through their duly authorized representative's signatures below, have executed these Terms and Conditions as of the Effective Date.

Buyer:	TAWA SERVICES, INC	Seller:	Source Power & Gas LLC
By:		By:	
Printed Name:	Jonson Chen	Printed Name:	
Title:	Secretary	Title:	

