

1901 W. Cypress Creek Rd., Suite 600 Ft. Lauderdale, FL 33309 1-866-POWER-99 (Mon – Fri 8:30 am – 8:00 pm ET Sat & Sun 10:00 am – 6 pm ET) Submit Agreement Fax: 1-800-306-6264

Email: info@libertypowercorp.com www.libertypowercorp.com Retail Electric Provider #10118

<u>Energy Services Enrollment Agreement – Letter of Authorization</u>

For questions and comments please call us at 1-866-POWER-99 (Mon – Fri 8:30 am – 8:00 pm; Sat & Sun 10:00 am to 6 pm ET)

CUSTOMER INFORMATION Sales Char		nel: Outbound Telesales ABC	Sales Re	Sales Rep Name: STEPHANIE MCLAUIRN				
		Approx. End Date: (First Meter Read)	Contract Number: 201	Contract Number: 2012-0535989				
Business Type: ☐ Non-Profit ☐ Limited Partnership ☐ Corporation ☐ General Partnership		Ltd Liability Company	Tax Exempt (Certifica	<u> </u>				
Small Office/Home Office (SOHO)?		Yes No	Tax ID :	DUNS #:				
Customer/Business Name (Legal Entity Name): KURR GOLF		DBA (if applicable):		·				
Customer Contact:								
Name: KIRK CURRIE		<u>Pho</u>		ne: 7135165272				
Email: KIRKCURRIEGOLF@YAHOO.COM		Email Preference:	Fax: 28	Fax: 281-367-9112				
Bill Address: Same as Service Add	ress							
Street: 1518 Helen Drive		City: SPRINGS	State: TEXAS	<u>Zip:</u> 77386				
Account #: 1008901023814429760103 ON SITE GENERATION ☐ YES ☒ NO				# of Accounts: 1 (For more than 1 use Attachment A)				
Switch Type: REP SWITCH: Standard Self-Selected Date (required) MOVE-IN: Date (required)			uired)					
Service Address:			,					
Street: 1518 Helen Drive		<u>City: SPRINGS</u>	State: TX	<u>Zip:</u>				
Utility Name: CENTERPOINT ENERGY HOUSTON ELECTRIC LLC		Zone:	Service Class: <u>0-100</u>	Tier:				

Your Energy Services Enrollment Agreement - Letter of Authorization ("Agreement") authorizes Liberty Power to become your electricity supplier in the Utility ("Utility") areas listed. By signing this Agreement you also authorize Liberty Power to take the steps necessary to become your Retail Electric Provider for the Account(s) listed in this Agreement, and to obtain historical usage and credit data from the Utility and other agencies as appropriate. You may rescind this authorization to obtain usage at any time. Liberty Power will supply energy to the Utility and the Utility will continue to deliver the electricity to the Service Address(es) you have indicated, for the full Term of your Agreement.

ENERGY SUPPLY PRODUCT SELECTION

Product Type and Term	Early Termination Fee (ETF)	Energy Supply Rate* (\$	/ kWh)
☐ Fixed Rate Independence Plan☐ Fixed Rate Super Saver Plan TERM: 12 Months	COMMERCIAL: ETF equals the Remaining Quantity times:	\$ <u>0.06708</u>	kWh

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> www.libertypowercorp.com Retail Electric Provider #10118

CUSTOMER AFFIRMATIVE SELECTION AND ACKNOWLEDGMENT

Customer Name: KURR GOLF Contract Number: 2012-0535989

Beginning on the meter read date of the Requested Flow Start Month above, or on the next available meter read date occurring as soon as possible after it, Liberty Power will supply electricity for the Service Address(es) listed for the Term of the Agreement noted above and on Attachment A as applicable.

Depending upon Utility enrollment schedules, the switch may not be reflected on your bill for up to two (2) billing cycles. If the Utility's meter read date for each Account is different, the full Term of the Agreement is applicable to each Account and service will end to all Accounts on the same date.

*Your Energy Supply Rate does not include Utility distribution and delivery charges, applicable federal, state, and local taxes and charges.

Liberty Power might not accept the terms listed if:

- The information you or your representative (broker/agent) provided is incomplete or inaccurate.
- The energy supply rate listed here was not authorized by Liberty Power or rates have significantly increased based on market conditions.
- There is a prior Liberty Power Agreement with you for the specified Term and Service Address(es).
- Your Account(s) is (are) denied or significantly delayed by the Utility.

We may require you to demonstrate and maintain satisfactory credit as a condition of providing service to you under this Agreement in accordance with our internal credit policies ("Credit Requirements"). If you do not meet our Credit Requirements, we may require a security deposit to initiate service. The amount of your deposit will be equal to twice the amount of your average monthly invoice.

Acceptance of your Energy Services Enrollment Agreement by Liberty Power will be confirmed in a Liberty Power Welcome Kit which will include a description of your Plan, a copy of the Customer Terms of Service and confirmation of your rate and term for the Agreement. If you want to review the Terms of Service prior to receiving your Welcome Kit, please visit www.libertypowercorp.com.

You have the right to terminate this Agreement within three (3) Business Days with no penalty. After three (3) Business Days, if you terminate this Agreement prior to the expiration of the Term listed above, you will be responsible for an Early Termination Fee as described in the Termination of Service section of the Customer Terms of Service.

Please check the appropriate box below and initial in the space provided to indicate your agreement to each statement/question below:

1. ⊠ YES □ NO - ARE YOU THE PERSON AUTHO. YOUR ELECTRIC SERVICE PROVIDER ** ★ Com (Pale a)	RIZED ("AUTHORIZED SIGNER") TO SELECT LIBERTY POWER AS se Initial here)				
2. YES NO - DO YOU AGREE TO BECOME A CUSTOMER WITH LIBERTY POWER AND ALLOW LIBERTY F COMPLETE A REP SWITCH MOVE-IN FOR THE ACCOUNTS LISTED ABOVER.					
3. YES NO - HAVE YOU RECEIVED A COPY OF THIS AGREEMENT AND THE CUSTOMER TERMS OF SERVICE; REA					
4. I PREFER TO RECEIVE MY DOCUMENTS IN 🖂 ENGLISH	SPANISH LIK CUrr Please Initial here)				
KIRK CURRIE	11-16-2012				
Printed Name of Authorized Signer	Agreement Signed Date				
Signature of Authorized Signer	Printed Name of Alternate Authorized Individual				
(Authorized to receive information on Account(st)					

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CUSTOMER TERMS OF SERVICE

Texas Fixed Rate Contract ID: MMTX-FRTC-0311 REP #10118 1901 W. Cypress Creek Rd., Suite 600 Ft. Lauderdale, FL 33309 1-866-POWER-99 (8:30 am - 5:30 pm ET) Customer Care Fax: 1-877-772-2354 Email: info@libertypowercorp.com www.libertypowercorp.com

"Liberty Power", "us", "we" or "our" means LPT LLC dba LPT SP LLC and refers to the retail electricity provider supplying electricity to you as provided in these Customer Terms of Service. "Customer", "you", or "your" means the customer identified in the Voice Authorization or Written Authorization, and as addressed in the Liberty Power Plan Description.

Entire Agreement: The voice recording confirming your decision to switch to Liberty Power ("Voice Authorization"), or the signed Energy Services Enrollment Agreement ("Written Authorization"), along with these Customer Terms of Service and the Liberty Power Plan Description are your full Agreement ("Agreement") to buy electricity from Liberty Power. They take the place of any and all prior Agreements or oral or written information about your Liberty Power energy supply. Please keep this Agreement for your records. The Plan Description is included in your Liberty Power Welcome Kit and has important information about your Account.

Agreement Rate: This is a full requirements Agreement. You agree to pay the Rate stated in the Voice or Written Authorization ("Agreement Rate") applied to total usage per Account as reported by the Utility each month. For purposes of this Agreement, Agreement Rate includes the cost of energy with Hub to Zone Congestion, Reliability Unit Commitment ("RUC") costs, ancillary services, losses, Renewable Portfolio Standards ("RPS") compliance costs, generation and any other miscellaneous charges (including, but not limited to. ISO/RTO, or PUCT fees). The Agreement Rate does not include taxes, regulated charges from the Utility, including, but not limited to, Utility delivery and distribution charges, customer account fees or other Utility transition charges.

Additionally, a \$4.00 monthly Service Charge will be applied to each Account.

If you are a Residential Customer, and your Term is less than twelve (12) months, we will not use a credit score, a credit history, or utility payment data as the basis for determining your Agreement Rate.

Billing: We will bill you monthly for electric service based upon your electricity consumption as reported to us by the Utility and, as a separate line item, the Utility delivery charges. Any non-recurring fee charged by the Utility for Customer-specific services will also be itemized separately on your bill. Liberty Power will pass through these charges from the Utility. Your invoice is due and payable by check or other acceptable method of payment within sixteen (16) calendar days of the invoice date or postmark date of the envelope, whichever is later.

Outstanding balances are subject to a one-time late payment fee of 5% unless you are receiving a low-income discount from the system benefit fund. A fee of \$30 per transaction will be assessed due to insufficient funds for any method of payment.

Payment Instructions for Direct Billed Accounts: All direct payments should be mailed to Liberty Power Holdings LLC, 25901 Network Place, Chicago, IL 60673-1259.

Average and Levelized Payment Plans: You are eligible to receive a levelized or average payment plan if you are not currently delinquent in any payments to Liberty Power. Call Liberty Power Customer Care at 1-866-POWER-99 to establish a plan specific to your Account.

Deferred Payment Plans: Liberty Power offers Deferred Payment Plans if you have been underbilled or if your bill becomes due during an extreme weather emergency. A Deferred Payment Plan

is also available if you are unable to pay the bill, unless you have been issued more than two (2) disconnection Notices during the past twelve (12) months; or if you have received electric service from Liberty Power for less than three (3) months and you do not have sufficient Utility payment data or a satisfactory payment history with your previous Retail Electric Provider.

A Deferred Payment Plan may require you to make an initial payment of the outstanding balance, with the remaining balance paid in equal installments. If you have received a disconnection notice and expressed an inability to pay, any deferred payment plan will include an initial payment not to exceed 25% of the delinquent balance and will allow the remaining balance to be paid in equal installments over a maximum of three (3) billing periods. A Deferred Payment Plan may include a 5% penalty for late payment. If the terms of the Deferred Payment Plan are not fulfilled, your electric service may be disconnected and this Agreement terminated, after proper Notice.

Bill Payment Assistance Program: An energy assistance program is available to you if you have severe financial hardship and are temporarily unable to pay your bill. The program is funded by voluntary contributions from Liberty Power customers and is subject to the availability of funds. Please call us for additional information.

Low-Income Electric Rate Reduction Program: You may qualify for Low-Income Telephone & Electric Utilities ("LITE-UP") Texas Program and be eligible for a direct rate discount through the program. An eligible low-income customer is a customer whose household income is not more than 125% of the federal poverty guidelines, or who receives food stamps from the Texas Department of Human Services ("TDHS") or medical assistance from a state agency administering a part of the medical assistance program. Eligibility is determined by the Low-Income Discount Administrator ("LIDA"); you may contact LIDA at 1-800-241-7011 for enrollment and other information. Late fees will not apply to LITE-UP Texas Customers. Payments from state agencies will be subject to the provisions of the Government Code, Chapter 225.

Critical Care Customers: If an interruption or suspension of your electric service will create a dangerous or life-threatening condition, you may qualify as a Critical Care Customer and receive notification of interruptions and suspension of service by the Utility. Upon request, Liberty Power will provide the PUCT's standard Critical Care Eligibility Determination form, which you must complete and return as described in the form. Liberty Power will forward the completed form to the Utility for qualification review. Once qualified as a Critical Care Customer, the designation is valid for one year. Qualification as a Critical Care Customer does not relieve you of the obligation to pay for the electric service received.

Disconnection of Service: Liberty Power may cancel this Agreement and request that electric service be disconnected for any of the reasons stated in Section 25.483 of the PUCT Substantive Rules (http://www.puc.state.tx.us/rules/subrules/electric/25.483/25.483.pdf), including, but not limited to, failure of the Customer to make timely bill payments or failure to pay a required deposit. Liberty Power may also terminate your electric service for failure to pay invoices due after ten (10) days written Notice.

Collection of Past Due Charges: Liberty Power will pass through to you all charges related to the collection of past due invoices, including, but not limited to, collection agency fees, legal and court fees, and Account termination fees. We reserve the right to

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apply any deposit to balances owed at the time your Account is placed in a collections status.

Term and Automatic Renewal: The Term of this Agreement is stated in your Voice or Written Authorization as applicable. We will send you a Notice of expiration of this Agreement at least thirty (30) days prior to the expiration of the Term of this Agreement. The Notice will provide any available renewal offers and inform on how to cancel the Agreement at the end of the Term, as well as explain what happens in the event you do not take any action. In the event you do not take any action when the Agreement expires, Liberty Power will continue to supply electricity to your Account on a month to month basis under the Default Index plan, unless you cancel by providing forty-five (45) days notice to us, or as otherwise applicable in this Agreement. Terms of Service applicable to the Default Index Plan will be made available to you via mail or website (www.libertypowercorp.com) approximately thirty (30) days prior to the end of the Term.

Right of Rescission: Under the rules of the PUCT, if you are switching to Liberty Power from a competing Retail Electric Provider, you have until midnight of the third federal business day ("Business Day") following receipt of this Agreement to rescind (cancel without penalty) this Agreement and the choice of Liberty Power as your Retail Electric Provider. By PUCT rule, it is assumed under this Agreement that you receive the Agreement within three (3) Business Days after we place it with the United States Postal Service via first class mail. To rescind this Agreement, you may call us at 866-769-3799 (toll-free) during normal business hours. You may also fax us a detailed written request to cancel during the rescission period at 877-772-2354. If you wish to cancel and do not inform Liberty Power of your desire to cancel this Agreement within three (3) Business Days, you will be subject to the "Termination of Service" provision in this Agreement. The right to rescind does not apply to "Move-in" transactions where you are not switching from another Retail Electric Provider to Liberty Power.

Fees For Switching: We will not charge you a fee to select, switch or enroll with Liberty Power. Utility charges for switching, as determined by the Utility, will pass through Liberty Power to you, and not exceed the rate charged to Liberty Power by the Utility. These fees may vary by Utility.

Credit/Security Deposit: We may require you to demonstrate and maintain satisfactory credit as a condition of providing service to you under this Agreement in accordance with our internal credit policies ("Credit Requirements"). In completing this Agreement, you authorize credit reporting agencies to provide Liberty Power with any information they may have on you or your business. If you are a Residential Customer, you will be deemed to have satisfactory credit and meet our Credit Requirements if you (i) are 65 years of age or older and are not currently delinquent in payment of any amounts owed to us; or (ii) provide a certification letter developed by the Texas Council on Family Violence evidencing that you are determined to be a victim of family violence.

If you do not meet our Credit Requirements, we may require a security deposit to initiate service, the amount of your deposit will be equal to twice the amount of your average monthly invoice. Any deposit requirement will be sent to you in writing. Deposits held more than thirty (30) days will accrue interest at the PUCT approved rate, from the date of receipt.

Upon completion of your contract term and confirmation that we are no longer your Retail Electric Provider, Liberty Power will refund any deposit held plus accrued interest calculated at the PUCT stated rate. Additionally, when you have established a record of no late payments for 24 consecutive months (12 months for residential service); we will refund your deposit plus accrued interest upon your written request.

Customers participating in the Lite-Up Texas Rate Reduction Program may pay any required deposit in excess of \$50 in two equal installments.

Dispute Resolution: Liberty Power's Customer Care Team is available at 866-769-3799 to help with any questions or concerns regarding your Accounts. Our representatives are committed to resourcefully finding resolution; however, if the dispute cannot be settled within 120 days of receipt of written notification, either party may present the dispute to a venue of competent jurisdiction for review such as small claims court, mediation, arbitration, etc. You may also contact the PUCT toll-free at 1-888-782-8477 or write the PUCT at Public Utility Commission of Texas – Customer Protection, P.O. Box 13326, Austin, TX 78711-3326, or via email at customer@puc.state.tx.us.

Non-Discrimination: Liberty Power does not discriminate, deny service or require a prepayment or deposit for service on the basis of race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, location of a customer in an economically distressed geographic area, or qualification for low-income or energy efficiency services.

Termination of Service: Liberty Power may terminate service for any Event of Default that you incur. You will then receive electricity supply from the Utility or will be given the opportunity to choose a different electricity provider, based on the rules of the local Utility. You will be responsible to pay for electricity consumed before service was terminated, as well as any applicable Early Termination Fee ("ETF") as described below.

You may terminate this Agreement by giving Liberty Power at least forty-five (45) days written Notice. Your termination of this Agreement prior to the expiration of the Term constitutes an Event of Default and will result in an ETF.

In either event of early termination, you will be responsible to pay for electricity consumed before service was terminated, as well as any applicable Early Termination Fee ("ETF") as described below.

RESIDENTIAL:

If the number of months left in the term of the Agreement at the time of termination equals:

Less than twelve (12) months, then - ETF = \$100 Twelve (12) months or more, then - ETF = \$200

COMMERCIAL ETF equals:

Remaining Quantity X (Agreement Rate – Current Market Price)

Where "Remaining Quantity" means the amount of usage remaining in the Agreement, based on the account(s) historical usage, as of the date of early termination; and

"Current Market Price" means the Liberty Power Fixed price for electricity offered on the date of early termination, which is reflective of the market conditions at that time.

The ETF will be waived if you provide satisfactory documentation to us demonstrating that you have moved, or if non-residential that the business has been closed, moved or sold.

Account Drops: If you decide to drop one or more of the Accounts from this Agreement, you will be liable to Liberty Power for an Account Drop Fee for each Account dropped. The Account Drop Fee will be calculated in the same way as the Early Termination Fee and prorated according to the usage applicable to the Account(s) dropped.

Meter Equipment: Liberty Power does not take ownership of your existing metering equipment. While you have an electricity Agreement with Liberty Power, we have the right to install new metering equipment, at Liberty Power's expense.

Events of Default: A Customer Event of Default means: (a) your failure to make, when due, any payment required by this Agreement; or (b) the failure to take electric supply when delivered under terms of this Agreement unless remedied within

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ten (10) Business Days following written Notice; or (c) the significant downgrading of your credit rating since the Effective Date of this Agreement; or (d) tampering or disconnecting of your electric meter which may cause or may reasonably be expected to cause an inaccurate reading or no reading of the usage data provided by the meter; or (e) a breach of any material provisions in this Agreement.

A Liberty Power Event of Default means our failure to fulfill the material obligations of this Agreement with regard to Agreement Rate, Term, and the supply of agreed usage volume if not remedied within ten (10) Business Days after giving Notice.

An Event of Default is applicable to either party who files a petition for bankruptcy, or other action under any bankruptcy or similar law for the protection of creditor, if the petition or other action is not withdrawn or dismissed within twenty (20) Business Days of its filing.

Remedies for Customer Event of Default: In the event of a Customer Event of Default, Liberty Power has the right to terminate this Agreement in accordance with the Termination of Service provision. In place of termination, we may require an additional deposit from you or request advance payment of an amount up to the average historical consumption for the last three (3) month period.

Material Misrepresentation: This Agreement may be terminated in accordance with the Termination of Service Provision in the event you make a Material Misrepresentation in order to induce us to enter into this Agreement. For purposes of this Agreement, a Material Misrepresentation is any fact provided by you, that we relied upon in agreeing to the Agreement Rate, Term or service in this Agreement, and the fact is later found to be false, and which if known to be false, that we would not have entered into this Agreement, or would have entered into this Agreement under different Agreement Rate, Term or other service conditions.

Electric Emergencies and Power Quality: The Utility will continue to operate the electric transmission lines and be responsible for power outages and quality. You will hold Liberty Power harmless in the event of a loss of power caused by any entity other than Liberty Power. If you have an electrical emergency, power outage, or reduction in power quality, contact the Utility at its emergency number on your invoice.

Material Change: Except as provided in the Change in Law provision below, Liberty Power will provide you with forty-five (45) calendar days advance written Notice of any Material Change in the Customer Terms of Service, either in your invoice or in a separate mailing. The changes will become effective on the date stated in the Notice unless you cancel your Agreement. You may cancel the Agreement no later than ten (10) calendar days before the effective date of the Material Change.

Governing law: This Agreement and the rights and duties of both parties are governed by the laws of the state of Texas.

Change in Law: If there is a change in law, regulation, or any fees or costs imposed by a governmental authority or the regional Independent System Operator ("ISO") ("Change in Law") and the change causes Liberty Power to incur operating or other costs or expenses related to the services in this Agreement, in order to maintain the same level and quantity of delivery of electric energy, these costs will be added to your invoice as a pass-through charge and you agree to pay the pass-through charge. This provision shall also apply to any increased costs associated with the Utility changing to a new ISO with a different costing structure.

Notices: All Notices and correspondence will be in writing and delivered to you and Liberty Power, as applicable, by regular mail, courier, electronic mail, or facsimile. Notice will be effective upon receipt by the person to whom it is addressed.

Assignment: Assignment of this Agreement, without the prior written consent of the other party, is limited to the following: (a) Liberty Power may assign Accounts, revenues and proceeds, or

grant a lien against them, to credit providers. These credit providers may directly enforce Liberty Power's rights under this Agreement and may, upon foreclosure, assign Liberty Power's rights under this Agreement; and (b) Liberty Power may also assign its rights and obligations under this Agreement to service providers for services such as invoicing and power scheduling; and (c) you will have the right to assign this Agreement to an entity controlled by, controlling, or under common control with your business.

Force Majeure: Force Majeure means an event or circumstance not reasonably within the control of, or due to the negligence of, Liberty Power, including without limitation acts of God, accidents, strikes, labor disputes, required maintenance work, inability to access the Utility system, nonperformance of the Utility, cuts to service lines, or Changes in Laws, rules, regulations, practices or procedures of any governmental authority or any other cause beyond the reasonable control of Liberty Power. Liberty Power will endeavor in a commercially reasonable manner to provide service, but cannot guarantee a continuous supply of electrical energy. Force Majeure events may result in interruptions in service. Please be aware that Liberty Power does not produce, transmit or distribute electricity and will not be liable for any damages for interruptions in service.

Indemnity: Each party to this Agreement shall indemnify, defend and hold harmless the other from and against any claims arising from or out of any event, circumstance, act or incident that the indemnifying party caused due to its negligence, willful misconduct, strict liability, or any action or inaction which gives rise to any liability.

Representations and Warranties: The electricity supplied by Liberty Power under this Agreement will be purchased from a variety of sources. Liberty Power makes no representations or warranties other than those expressly stated in this Agreement. Liberty Power expressly disclaims all other warranties, express or implied, including warranties of merchantability, conformity to models or samples, and fitness for a particular purpose.

Limitations of Liability: Liability for damages not related to Force Majeure will be limited to direct actual damages. Neither party will be liable to the other for consequential, incidental, punitive, exemplary or indirect damages, including lost profit or penalties of any nature, which are hereby waived, whether or not there was actual knowledge of such possible damages, or if such damages could have been reasonably foreseen. These limitations apply without regard to the cause or responsibility of any liability or damage.

Service Interruption: Liberty Power is not liable for any damages due to an interruption in service caused by acts of any governmental authority, or any ISO, or Changes in Laws, rules, regulations, practices or procedures of any such entity.

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ATTACHMENT A

1901 W. Cypress Creek Rd., Suite 600 Ft. Lauderdale, FL 33309 1-866-POWER-99 Fax: 1-800-306-6264 Email: info@libertypowercorp.com www.libertypowercorp.com

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Customer	Rucinacc	Mama:
Customer	DUSILIESS	maille.

Contact Name:								
	ESIID	Service Address	Service Class	Meter Type	Price (\$ per kWh)	Start Date	End Date	Switch Type
1.	Utility	Address: City: State: Zip: Billing Address Address: City: State: Zip: Same as Service Address	Zone	Residential Commercial	Term Months			Standard Self SelectedDate Move In:Date
2.	Utility	Address: City: State: Zip: Billing Address Address: City: State: Zip: Same as Service Address	Zone	Residential Commercial	Term Months			Standard Self SelectedDate Move In:Date
3.	Utility	Address: City: State: Zip: Billing Address Address: City: State: Zip: State: Zip: Same as Service Address	Zone	Residential Commercial	Term Months			Standard Self SelectedDate Move In:Date
4.	Utility	Address: City: State: Zip: Billing Address Address: City: State: Zip: State: Zip: Same as Service Address	Zone	Residential Commercial	Term Months			Standard Self SelectedDate Move In:Date

Customer Initials: __

I have confirmed the completeness and accuracy of the information on this page.