

**AGREEMENT BETWEEN COMPANY AND COMPETITIVE RETAILER
REGARDING TERMS AND CONDITIONS OF
DELIVERY OF ELECTRIC POWER AND ENERGY**

Company and Competitive Retailer hereby agree that their relationship regarding the delivery of Electric Power and Energy will be governed by the terms and conditions set forth in Company's Tariff approved by the Public Utility Commission of Texas (Commission). A copy of this Tariff may be obtained by contacting the Central Records Department of the Commission.

- I. Notices, bills, or payments required in Company's Tariff shall be delivered to the following addresses:

FOR COMPANY

Legal Name: Sharyland Utilities, L.P.
ERCOT Registered Name: Sharyland Utilities, L.P.- McAllen
Mailing Address: 1807 Ross Avenue
Dallas, Texas 75201
DUNS Number: 105262336
Phone Number: (956) 687-5600
Fax Number: (956) 664-1903
Email Address: suhelp@sharyland.com

Payment Address (both postal and electronic):

Postal: Attn: Cash Manager

1807 Ross Avenue
Dallas, Texas 75201

Electronic: Bank of America, Dallas, Texas ABA 111000012
Sharyland Utilities, L.P. Account No. 4426305754

Company may change such contact information through written notice to
Competitive Retailer.

FOR COMPETITIVE RETAILER

Legal Name: _____

Mailing Address: _____

Phone Number: _____

Fax Number: _____

E-Mail Address: _____

Billing Address
(Electronic): _____

(Postal): _____

PUC Certificate Number: _____

DUNS Number: _____

Competitive Retailer may change contact information through written notice to
Company.

II. DESIGNATION OF CONTACT FOR REPORTING OF OUTAGES, INTERRUPTIONS, IRREGULARITIES, AND FOR MAKING SERVICE REQUESTS

A. Outages, Interruptions, and Irregularities Only- (Select ONE)

- Competitive Retailer will direct Retail Customers to call Competitive Retailer to report outages, interruptions, irregularities and will then electronically forward such information to Company.
- Competitive Retailer will direct Retail Customers to call Competitive Retailer to report outages, interruptions, irregularities and will then forward such calls to Company at a toll-free number.
- Competitive Retailer will direct Retail Customers to directly call or contact Company to report outages, interruptions, irregularities. Competitive Retailer will provide Retail Customer with the following toll-free number supplied by Company for purposes of making such reports and requests:

(956) 668-9551 (outages, interruptions, irregularities)

B. Service Requests Only- (Select ONE)

- Competitive Retailer will direct Retail Customers to call Competitive Retailer to make service requests and will then electronically forward such information to Company.
- Competitive Retailer will direct Retail Customers to call Competitive Retailer to make service requests and will then forward such calls to Company at a toll-free number.
- Competitive Retailer will direct Retail Customers to directly call or contact Company to make service requests. Competitive Retailer will provide Retail Customer with a toll-free number supplied by Company for purposes of making such requests.

(956) 687-5600 (service requests)

III. TERM

This Agreement shall commence upon the date of execution by both Parties (the "Effective Date") and shall terminate upon mutual agreement of the Parties or upon the earlier of the date (a) Competitive Retailer informs the Company that it is no longer operating as a Competitive Retailer in Company's service territory; (b) a new Delivery Service Agreement between the Parties hereto becomes effective; or (c) Competitive Retailer is no longer certified by the Commission as a retail electric provider in Company's certificated service area.

Termination of this Agreement, for any reason, shall not relieve Company or Competitive Retailer of any obligation accrued or accruing prior to such termination.

IV. This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

V. SIGNATURES

Company

Sharyland Utilities, L.P.

(Legal signature)

(Date)

Competitive Retailer

(Legal signature)

(Date)
