

COMMERCIAL ELECTRICITY SERVICE AGREEMENT

(Fixed Price Around the Clock)

This Commercial Electricity Service Agreement, including all of the Attachments, Schedules, and Exhibits, which are attached and incorporated (collectively, the "**Agreement**"), is entered into between Gexa Energy, LP ("**Gexa**"), a Texas limited partnership, and Hidalgo County, Texas ("**Customer**"). Gexa and Customer may 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 Gexa as its Retail Electric Provider ("**REP**") for the ESI ID(s) served under this Agreement. Customer authorizes Gexa to: (i) act as Customer's REP for all purposes; and (ii) provide the services required of a REP including, without limitation, the procurement, scheduling and delivery of electricity throughout the Term to each of the ESI ID(s). Customer's appointment imposes no other duties on Gexa other than those specified in this Agreement and the REP Services Agreement.

1.2 Agreement to Purchase. Customer shall purchase its electricity requirements from Gexa throughout the Term for each of the ESI ID(s) except as otherwise provided. The electricity and services Customer receives from Gexa is for Customer's exclusive proprietary use. Customer alone shall pay for electricity and services provided and for electricity and services Customer fails to take pursuant to its contractual obligations. If Gexa fails to deliver sufficient quantities of electricity to the TDSP for delivery to Customer or fails to schedule the delivery of sufficient quantities of electricity (collectively, a "**Scheduling Failure**") the TDSP is obligated by law and by its tariff to deliver sufficient electricity to satisfy Customer's needs. If a Scheduling Failure occurs, Gexa shall financially settle, at no additional cost or expense to Customer, with its Qualified Scheduling Entity (as defined by ERCOT) for the purchase of electricity necessary to cover the Scheduling Failure.

1.3 Term.

(a) Effective Date. Gexa shall provide retail electric service under this Agreement to each ESI ID beginning on the Effective Date, which will occur either (i) on the date occurring on or after the Expected Start Date stated in Attachment B on which each such ESI ID is enrolled with Gexa's service for any new customer, or (ii) if Customer is an existing customer then the Expected Start Date is the meter read date following the expiration of the Customer's prior Agreement with Gexa, until May 31, 2020 (that period, the "**Term**"). The end of the Term for each respective ESI ID is the meter read date occurring in May 2020. As a result of variations in the timing of the Effective Date described in this Section 1.3 the Term may include a partial calendar month in addition to the number of months set forth in Attachment B, if any.

(b) Delayed Effective Date. Gexa shall use commercially reasonable efforts to cause the Effective Date for each ESI ID to occur on the Expected Start Date. If the Effective Date for an ESI ID occurs more than 20 days after the Expected Start Date, Customer may provide Gexa with evidence of the amount of electricity purchased by Customer from its current REP in connection with that ESI ID during the period on and after the 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**"). Upon receipt of evidence from Customer Gexa shall calculate and provide Customer a credit against future purchases under this Agreement equal to the positive amount resulting from the following calculation: (a) the Delayed Effective Date Electricity Amount minus (b) the amount that Customer would have paid to Gexa pursuant to this Agreement during the Delayed Effective Date Period for the same amount of electricity purchased by Customer from its current REP during that period in connection with the affected ESI ID(s); provided, that any credit is subject to the aggregate limit for all TCAP customers stated in Exhibit A to the First Amendment of the REP Services Agreement between Gexa and TCAP, and that Gexa shall not be required to provide a credit with respect to any period during a Delayed Effective Date Period where the delay was caused by an event outside of Gexa's control.

(c) Service After Term. If service continues beyond the Term, it will be on a month-to-month basis, and the Agreement will continue in effect for the ESI ID(s) 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), for as long as service continues. If Customer has not switched from Gexa to another supplier at the expiration of the Term, Gexa shall serve Customer at the rate set forth in this Section for a minimum of 60 days. After those 60 days, Gexa may continue to serve Customer or terminate the Agreement and disconnect Customer.

1.4 Modifications to ESI IDs. Gexa shall work with Customer 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 wants to i) add or delete one or more ESI IDs, ii) otherwise modify the ESI ID information as a result of a decision by Customer to open, close or sell a facility owned or leased by Customer, iii) expand an existing facility, or iv)

increase an existing facility's metered load, then Customer shall provide written notice to Gexa of such change and such notice shall include Customer's election of the "Special Load Threshold," as defined below, which will apply to such change in load. If, in Gexa's reasonable judgment, i) the addition is a separately metered load which does not exceed the applicable Special Load Threshold ; or ii) does not result in a net increase in excess of the applicable Special Load Threshold for an existing facility, Gexa shall use commercially reasonable efforts to promptly implement such changes, including providing required notices to ERCOT. If the addition is a separately metered load which exceeds the applicable Special Load Threshold, or (c) results in a net increase in excess of the applicable Special Load Threshold after consideration of any contemporaneous offsetting load decreases, as per the Letter Agreement (defined below), Gexa shall provide service to that account in accordance with the terms and conditions for Special Loads as stated in the April 27, 2011 Letter Agreement, as amended March 11, 2016 and January 19, 2018 (and via a Special Load Addendum thereto), among NEPM II, LLC, as assignee of NextEra Energy Power Marketing, LLC, ("PMI"), and Texas Coalition for Affordable Power ("TCAP") and Gexa (the "**Letter Agreement**"), and the April 27, 2011 Master Power Purchase and Sale Agreement Confirmation between PMI and Gexa (as amended, the "**Confirmation**"). "Special Load Threshold" shall mean additional peak demand that is reasonably expected during the first twelve months following commercial operations to exceed either (i) at Customer's election, 0.25 MW at any time or an annual average load of 0.125 MW or (ii) 1.0 MW at any time or an annual average load of 0.5 MW. Gexa shall make periodic reports regarding changes to the billing status of any ESI ID(s) available to Customer and TCAP. Amendments that add or remove ESI ID(s) as a result of changes made pursuant to this section are incorporated into this Agreement, and are effective on the Effective Date for each ESI ID(s) added to this Agreement or the date that retail electric service for any removed ESI ID(s) ceases or is transferred to another REP.

SECTION 2: RETAIL ELECTRIC ENERGY SERVICE CHARGES

2.1 Energy Price.

(a) The Energy Price for the period commencing with the Effective Date for each ESI ID and ending May 31, 2020 is equal to \$32.26/MWh. For the purposes of Section 3 the Energy Price shall be converted to dollars per kWh.

(b) The Energy Price shall include a charge intended to reflect (i) the anticipated Ancillary Services charges and (ii) the anticipated 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 those zone(s) (that charge the "**Ancillary Services and Nodal Basis Rate**"). Gexa shall charge or credit Customer, as appropriate, for the difference between the Ancillary and Nodal Basis Rate and the actual costs for each item incurred to serve TCAP customers (that charge or credit the "**Ancillary Services and Nodal Basis Adjustment**"). Ancillary Services and Nodal Basis Adjustments are calculated and charged or credited on a quarterly basis. Gexa shall collect or credit them in the manner specified in the Letter Agreement.

(c) If, during the Term, the aggregate TCAP load within an ERCOT defined load zone is greater than the Excess Load Amount under Schedule I of the Letter Agreement or less than the Shortfall Load Amount under Schedule I of the Letter Agreement, the Customer may be subject to its pro-rata share of the TCAP Aggregate Load Threshold Adjustment. Load Threshold Adjustments are calculated on a monthly basis and charged or credited on a quarterly basis and Gexa shall collect or credit them in the manner specified in the Letter Agreement.

(d) If, during the Term, the Loss Factor as provided in the Letter Agreement, which represents the multiplier required to account for the difference between Customer's load at its meter and the load required at the wholesale level to serve Customer (primarily transmission and distribution line losses), differs from the actual loss factor, then Gexa shall charge or credit Customer, as appropriate, for the difference between the Loss Factor and the actual loss factor (that charge or credit the "**Loss Factor Adjustment**"). Loss Factor Adjustments are calculated and charged or credited on an annual basis. Gexa shall compute and collect or credit them in the manner specified in the Letter Agreement.

2.2 Additional Pass-Through Charges. Gexa shall pass through and identify separately on Customer's bill with no mark-up Delivery Charges, Non-Recurring Charges, or Taxes that are not included in the Energy Price(s). All charges are exclusive of Taxes.

2.3 Tax Exempt Status. Customer shall provide Gexa with all required exemption certificates if Customer is exempt from paying any Taxes. Gexa shall not recognize an exemption without the exemption certificates and shall not be required to refund or credit previously paid Taxes unless the taxing entity sends the refund to Gexa. Gexa shall, however, assign to Customer any applicable claims for refund.

SECTION 3: BILLING AND PAYMENT

3.1 Billing and Payment. Gexa shall invoice Customer's accounts on a monthly basis and shall bill Customer on a consolidated basis for all ESI IDs upon Customer's request. Gexa shall provide a summary bill for all accounts and detailed information for each account. Customer shall remit payment within 30 days of receiving the invoice. Gexa shall base the invoice amount on actual data provided by ERCOT and the TDSP. If ERCOT or the TDSP does not provide actual data in a timely manner, Gexa shall use estimated data to calculate the 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 due date at a rate of one percent per month, or the highest rate permitted by law, whichever is less. If Customer disputes a portion of an

invoice it shall provide Gexa a written explanation specifying the amount in dispute and the reason for the dispute within 20 days of the invoice date. If Customer does not provide timely notice, Customer shall owe all amounts by the due date. Notwithstanding the above, if Customer notifies Gexa of a disputed invoice, regardless of whether Customer has already paid the invoice, Gexa shall make records in its possession that are reasonably necessary for Customer to determine the accuracy of the invoice available to Customer during normal business hours; provided, however that neither party may request an adjustment or correction of an invoice unless written notice of such dispute is given within twelve months after the due date of such invoice; provided further, that such twelve month limit does not apply in the case of TDSP meter tampering charges first billed to Gexa that prevent Gexa from reasonably adjusting invoices prior to the twelve month period. In all cases, Gexa and Customer shall use good faith efforts to resolve disputes. In the event the Parties are unable to resolve a dispute within ten days of the notice date, either Party may begin legal proceedings to seek resolution. Any amounts determined owed shall be paid within three days after a decision.

3.3 Aggregator Fees. Pursuant to the REP Services Agreement between Gexa and TCAP, Gexa is obligated to pay TCAP an amount determined by multiplying a TCAP Aggregation Fee by the volume consumed in association with the ESI IDs (the "**Aggregator Fee**"). Customer shall pay the Aggregator Fee. The initial Aggregator Fee is \$0.0008 per kWh, however, it may be changed by the TCAP Board of Directors at any time. Gexa shall state the Aggregator Fee as a separate line item on the Customer's bill.

3.4 Billing Guarantee. Gexa shall issue an invoice based on actual or estimated usage to Customer for every ESI ID at least one time per month. If, for reasons other than Force Majeure, Gexa fails to invoice an ESI ID within 120 days of any scheduled meter read, Gexa irrevocably waives its right to invoice Customer for any energy consumed at that ESI ID for the meter read cycle that should have been invoiced, unless not less than 10 days prior to the expiration of such 120 day period, Gexa provides Customer with a written explanation of the circumstances that prevent Gexa from issuing that invoice and the expected time by which an invoice can be issued. In such event, Customer and Gexa shall determine a reasonable extension period, not to exceed 30 days, within which an invoice will be issued. Gexa shall adjust or true-up each invoice no more than twice and Gexa shall issue such adjustments within 210 days of the initial issue date. Notwithstanding the foregoing, Gexa may issue an invoice or partial invoice arising from meter tampering charges without limitation and within a reasonable time after first billed to Gexa by the TDSP.

SECTION 4: CUSTOMER INFORMATION, CREDIT AND DEPOSITS

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

4.2 Deposits and Other Security. A Party (the "**Requesting Party**") may require the other Party (the "**Providing 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 or its guarantor's (if applicable) 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 twelve months. Any Performance Assurance, less any outstanding balance owed by Providing Party to the Requesting Party, will be returned to the Providing Party once the Providing Party's or its guarantor's (if applicable) 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 (an "**Appropriations Failure**"), then Customer or Gexa shall have the right to terminate this Agreement in full or as to any affected ESI ID upon 30 days advance written notice effective at the end of the period for which appropriations are made; provided, that if appropriations are subsequently allocated for electricity for the ESI IDs covered by this Agreement, then the termination may be revoked at Gexa's option and those appropriations shall continue to apply to this Agreement and shall not be used for an electricity supply agreement with another REP. Upon a termination of this Agreement for Appropriations Failure, in full or as to any ESI ID(s), Customer shall pay all amounts due Gexa 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, in connection with a Force Majeure Event, or as otherwise provided or excused in this Agreement if Customer cancels this Agreement before the end of the Term and refuses to accept electric supply delivery from Gexa for any ESI ID(s), Gexa may charge Customer early termination damages equal to the amount

determined as follows: the result of (a) the Expected Usage for each ESI ID subject to Customer's cancellation or refusal of electric supply delivery ("**Customer Terminated Usage**") times the REP Services Fee specified in the REP Services Agreement; plus (or minus, as applicable) (b) the Wholesale Transaction Termination Payment, as defined below (the result of the entire preceding calculation the "**Customer Early Termination Damages**"). If the Customer Early Termination Damages are charged due to an Event of Default by Customer, then the Customer Early Termination Damages will also include Gexa's reasonable costs relating to the determination and collection of Customer Early Termination Damages, including attorney and consultant fees incurred. The provisions in Section 3 related to Billing and Payment apply to the billing, due date, and collection of Customer Early Termination Damages. Customer agrees that Customer Early Termination Damages are a reasonable estimate of the damages due Gexa for failure to accept electric supply, and are not punitive in nature.

5.3 Termination for Wholesale Supply Failure. If, during the Term, the Wholesale Transaction is terminated as a result of a default by PMI ("**Wholesale Supply Failure**"), then this Agreement will also terminate effective on the date the Wholesale Agreement terminates. In the event of a termination for Wholesale Supply Failure, Gexa shall pay Customer a Wholesale Transaction Termination Payment if required by Section 5.5.

5.4 Gexa Early Termination Damages. Except for a Wholesale Supply Failure, a Force Majeure Event, or as otherwise provided or excused in this Agreement if Gexa cancels this Agreement and refuses to provide electric supply delivery to Customer for any or all ESI ID(s), Customer shall have the right to charge Gexa an early termination penalty equal to the amount determined as follows: the result of the Expected Usage for each ESI ID subject to Gexa's cancellation or refusal of electric supply delivery ("**Gexa Terminated Usage**") times the REP Services Fee specified in the REP Services Agreement (that result the "**Gexa Early Termination Damages**"). If the Gexa Early Termination Damages are charged due to an Event of Default by Gexa, then the Gexa Early Termination Damages will also include Customer's reasonable costs relating to the determination and collection of Gexa Early Termination Damages, including attorney and consultant fees incurred. Gexa agrees the Gexa Early Termination Damages are a reasonable estimate of the damages due Customer for failure to deliver electric supply, and are not punitive in nature.

5.5 Wholesale Transaction Termination Payment. If the Wholesale Transaction is terminated then Gexa shall calculate the portion of the Termination Payment (as defined in the EEI Master Agreement) paid under the Wholesale Transaction attributable to Customer's load (the "**Wholesale Transaction Termination Payment**"). Customer or Gexa shall pay the Wholesale Transaction Termination Payment to the other, as appropriate, in the manner described below and without regard to who is a defaulting party. If Gexa owes PMI a Termination Payment under the Wholesale Transaction, Customer shall pay Gexa the portion of the Termination Payment attributable to Customer's load. If PMI owes Gexa a Termination Payment under the Wholesale Transaction, Gexa shall pay Customer the portion of such Termination Payment attributable to Customer's load. To the extent a Termination Payment due from Gexa to PMI is adjusted in Gexa's account to reflect the full benefit of TCAP transacting with a replacement REP, Gexa shall make corresponding adjustments to the Wholesale Transaction Termination Payment on a pro-rata basis. Gexa shall remit a Wholesale Transaction Termination Payment due Customer, within 30 days of Gexa receiving the payment from PMI. Customer shall remit a Wholesale Transaction Termination Payment due Gexa within 30 days of Gexa's invoice. Gexa shall use commercially reasonable efforts to collect Termination Payments from PMI that include amounts due Customer.

SECTION 6: NOTICES AND PAYMENT

6.1 General Notice. Except as otherwise required by Applicable Law, all notices are deemed duly delivered if hand delivered or sent by United States, prepaid first class mail, facsimile, or by overnight delivery service. Notice by facsimile or hand delivery is effective on the day actually received, notice by overnight United States mail or courier is effective on the next business day after it is sent, and notice by U.S. Mail is effective on the second day after it is sent. The Parties shall send notices to the addresses below or any other address one Party provides to the other in writing:

- a. If to Customer:
County of Hidalgo
Attn: Richard F. Cortez, County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

- b. If to Gexa:
Gexa Energy, LP
20455 State Highway 249, Suite 200
Houston, Texas 77070

6.2 Payments. The Parties shall send payments to the addresses below or any other address one Party provides to the other in writing:

- a. If to Customer:

County of Hidalgo
Attn: Richard F. Cortez, County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

- b. If to Gexa:
Gexa Energy, LP
20455 State Highway 249, Suite 200
Houston, Texas 77070

SECTION 7: DEFINITIONS

7.1 Definitions. In addition to terms defined elsewhere in this Agreement, when used with initial capitalization, whether singular or plural, capitalized terms have the meanings set forth in this Section 7.1. All other capitalized terms not otherwise defined shall have the meanings given them in the following documents, with any conflicting definitions contained in those documents applied in the following order: 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. **"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.
3. **"Effective Date"** means the date of the first meter reading of an ESI ID provided to Gexa by the TDSP after the TDSP and ERCOT shall have timely performed any required enrollment and cancellation procedures necessary to switch Customer's REP to such ESI ID to Gexa.
4. **"Electricity Related Charges"** means, unless noted 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.
5. **"Energy Price(s)"** means the rates per unit of measure specified in Section 2.1 and includes all Electricity Related Charges.
6. **"ERCOT"** means the Electric Reliability Council of Texas.
7. **"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.
8. **"ESI ID(s)"** means the Electric Service Identifiers for the property service addresses identified on Attachment B to this Agreement or if Customer is an existing Gexa customer then the list of service addresses currently served by Gexa, as such list may be modified from time to time as provided in Section 1.4.
9. **"Expected Usage"** means either the amount stated in Attachment B calculated for the remaining Term, or if no amounts are stated or Customer is an existing Gexa customer then the average actual monthly Customer energy usage from the comparable month from the previous year (or if an average cannot be computed due to limited service by Gexa or other circumstances, an average monthly usage as is reasonably determined by Gexa) times the number of months remaining in the Term.
10. **"kWh"** means kilowatt hour.
11. **"LMP" or "Locational Marginal Price"** means the price calculated for the applicable trading hub pursuant to the ERCOT Protocols.
12. **"Market Rate"** means 140% of the load-weighted average of the hourly LMPs at the corresponding trading hub, as determined for any delivery period.
13. **"Nodal Market"** means the implementation of wholesale market design by ERCOT with locational marginal pricing for resources.

14. **"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.

15. **"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.

16. **"PUCT"** means Public Utility Commission of Texas.

17. **"Special Loads"** has the meaning given it in the Letter Agreement.

18. **"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.

19. **"TCAP"** means Texas Coalition for Affordable Power, an aggregation pool of governmental and other entities organized and administered by TCAP of which Customer is a member for the ESI IDs.

20. **"TDSP" or "Transmission and Distribution Service Provider"** means an entity regulated by the State of Texas, which transmits or distributes electric energy.

21. **"Wholesale Transaction"** means the transaction evidenced by the Confirmation whereby Gexa will purchase and PMI will provide full requirements energy and related services necessary to satisfy electricity consumption of TCAP members as served by retail provider Gexa.

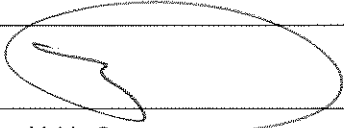
Attachments:

Attachment A

Terms and Conditions of Service

Attachment B (for new TCAP Customers only)

Offer Sheet (ESI ID list and Expected Start Date)

CUSTOMER: Hidalgo County, Texas	GEXA: Gexa Energy, LP, By its General Partner Gexa Energy GP, LLC
By: 	By:
Printed: Valde Guerra	Printed: Brian Landrum
Title: County Executive Officer	Title: President
Date: November 22, 2019	Date: 11.25.19

APPROVED BY
COMMISSIONERS' COURT
ON: 11/19/19 

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 Gexa. In addition to the terms defined elsewhere in this Agreement, when used with initial capitalization, whether singular or plural, capitalized terms 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 represents and warrants to Gexa 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 the terms or conditions of contracts it is party to or laws applicable to it; (c) performance of this Agreement will be duly authorized by all necessary action and will not violate the terms or conditions of contracts it is party to; (d) as of the date sales of electricity by Gexa to Customer under the Agreement start, Customer will have all regulatory authorizations necessary for it to legally perform its operations and such performance will not violate the terms or conditions of contracts it is party to or laws applicable to it; (e) this Agreement is 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 the 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, 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 delivery under this Agreement.

A.2 Gexa's Representations and Warranties. As a material inducement to entering into this Agreement, Gexa 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 the terms or conditions of its governing documents or contracts it is party to or any laws applicable to it; (c) performance of the Agreement will be duly authorized by all necessary action and will not violate the terms or conditions of its governing documents or contracts it is party to; (d) as of the date sales of electricity by Gexa to Customer under the Agreement start, Gexa will have all regulatory authorizations necessary for it to legally perform its operations and such performance will not violate the terms or conditions of its governing documents, contracts it is party to, or laws applicable to it; and (e) the Agreement constitutes a legal, valid, and binding obligation of Gexa 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 the same may be pending.

A.3 Forward Contract. (i) This Agreement constitutes a forward contract within the meaning of the United States Bankruptcy Code ("Code"); (ii) Gexa 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, ARE LIMITED TO DIRECT ACTUAL DAMAGES. GEXA IS NOT 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 GEXA EARLY TERMINATION DAMAGES DUE IF GEXA 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 GEXA (IF CUSTOMER) OR RECEIVED BY GEXA (IF GEXA) PURSUANT TO THIS AGREEMENT. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

B.2 Duty to Mitigate. Each Party shall mitigate damages and use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance.

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") THAT PERTAIN TO RETAIL ELECTRIC SERVICE RELATED TO RESCISSION RIGHTS, CUSTOMER DISCLOSURES, DELIVERY OF CUSTOMER CONTRACTS TO CUSTOMERS, RECORDKEEPING, INTEREST PAID ON DEPOSITS AND CUSTOMER NOTICES DO NOT APPLY TO THIS AGREEMENT. EXCEPT AS SET FORTH IN THIS SECTION, CUSTOMER EXPRESSLY WAIVES THE CUSTOMER PROTECTION RULES THAT PERTAIN TO RETAIL ELECTRIC SERVICE RELATED TO RESCISSION RIGHTS, CUSTOMER DISCLOSURES, DELIVERY OF CUSTOMER CONTRACTS TO CUSTOMERS, RECORDKEEPING, INTEREST PAID ON DEPOSITS AND CUSTOMER NOTICES TO THE FULLEST EXTENT ALLOWED

BY APPLICABLE LAW. CUSTOMER FURTHER 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 GEXA THAT: (a) CUSTOMER IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION IN RELATION TO GEXA; (b) CUSTOMER IS REPRESENTED BY LEGAL COUNSEL THAT WAS NEITHER DIRECTLY NOR INDIRECTLY IDENTIFIED, SUGGESTED OR SELECTED BY GEXA; AND (c) CUSTOMER VOLUNTARILY CONSENTS TO THIS WAIVER AFTER CONSULTATION WITH ITS LEGAL COUNSEL.

B.4 UCC/Disclaimer of Warranties. The electricity delivered is a "good" as that term is understood in the Texas B&CC (UCC §2.105). The Parties waive the UCC to the fullest extent allowed by law and the UCC requirements do not apply to this Agreement, unless otherwise provided. If there is a conflict between the UCC and this Agreement, this Agreement controls. Neither Party controls nor physically takes possession of the electric energy prior to delivery to Customer's ESI ID(s). Therefore, neither Party is responsible to the other for any damages associated with failure to deliver the electric energy, nor for damages it may cause prior to delivery to Customer's ESI ID(s). Once the electric energy is delivered to Customer's ESI ID(s) it is deemed in possession and control of Customer. 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. GEXA MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND GEXA EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. GEXA 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. Gexa shall make commercially reasonable efforts to provide electric service, but does not guarantee a continuous supply of electricity. Gexa does not generate electricity nor does it transmit or distribute electricity. Causes and events out of the control of Gexa 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 Gexa that relate to periods prior to the Force Majeure Event) are suspended to the extent made necessary by such Force Majeure Event. Therefore, neither Party is 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 meter 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 Appropriations Failures and Scheduling Failures are not Force Majeure Events.

C. CONFIDENTIALITY AGREEMENT

C.1 Confidentiality. Customer is a governmental body subject to public information laws, including Chapter 552 of the Texas Government Code. If Customer receives a valid request under applicable public information laws for information related to this Agreement, it shall provide Gexa notice of the request including a description of the information sought prior to Customer's release of information so that Gexa has the opportunity to determine whether such information is subject to an exception as trade secret, competitive, commercial, or financial information. With the exception of the preceding disclosures pursuant to public information laws, a Party (that party, the "**Receiving Party**") shall keep confidential and not disclose any to third parties Confidential Information which is disclosed to the Receiving Party by the other Party (that party, the "**Disclosing Party**") except for disclosures to Authorized Parties or as required by law. "**Confidential Information**" means 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 apply regardless of fault and survive termination, cancellation, suspension, completion or expiration of this Agreement for a period of two (2) years. Customer authorizes Gexa to provide TCAP with all information requested by TCAP about Customer's account and billings. "**Authorized Parties**" means those officers, directors, employees, agents, representatives and professional consultants of the Parties, and of the Parties' affiliates, that have a need to know the Confidential Information for the purpose of evaluating and performing this Agreement.

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 undisputed amount if that payment is not made within thirty (30) business days after receipt of written notice of such default (facsimile or electronic mail are valid forms of notice for this paragraph) from Gexa; or (b) any representation or warranty made by a Party proves to be false or misleading in any material respect; (c) except as provided in clause (a) above or otherwise in this section D.1, the failure of any Party to perform its obligations under this Agreement and that failure is not excused by Force Majeure and remains uncured following 20 business days written notice of the 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 has such a petition filed against it and that petition is not withdrawn or dismissed within 20 business days after filing; or (iii) otherwise becomes insolvent; or (iv) is unable to pay its debts when due; or (v) fails to establish, maintain or extend Credit in form and in an amount acceptable to Gexa when required; or (e) the Wholesale Transaction is terminated due to a default by Gexa under CESAs with other TCAP members or due to a default by PMI under the Wholesale Transaction. If an Event of Default listed in subsection (d) of this Section occurs, it is deemed to have automatically occurred prior to such event.

D.2 Remedies upon an Event of Default. If an Event of Default occurs and is continuing, upon written notice to the defaulting Party, the non-defaulting Party may (a) commence an action to require the defaulting Party to remedy such default and specifically perform its duties and obligations in accordance with the Agreement; (b) exercise any other rights and remedies it has at equity or at law, subject to the Agreement's Limitations of Liabilities; and/or (c) suspend performance; provided, however, that suspension shall not continue for longer than ten (10) Business Days unless the non-defaulting Party has declared an early termination with proper notice. If Customer is responsible for an Event of Default and fails to cure within ten (10) days of written notice (such additional cure period does not apply to default for non-payment), in addition to its other remedies, Gexa may (i) terminate this Agreement; and (ii) charge Customer the Customer Early Termination Penalty pursuant to Section 5 of this Agreement. Notwithstanding the above, Gexa shall 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) Gexa gives Customer a ten (10) day written disconnection notice; and (3) Customer does not pay all undisputed outstanding payments owed by the end of the ten (10) day notice period. .

E. MISCELLANEOUS PROVISIONS

E.1 Disclaimer. This Agreement does 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 are 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, failure of a Party to comply with an obligation, covenant, agreement, or condition may be waived by the other Party only in a writing signed by the Party granting the waiver, but that waiver does not constitute a waiver of, or estoppel with respect to a subsequent failure of the first Party to comply with that obligation, covenant, agreement, or condition.

E.4 Assignment. Except as provided in the Letter Agreement, Customer shall not assign this Agreement, in whole or in part, or any of its rights or obligations pursuant to the Agreement without Gexa's prior written consent, which shall not be unreasonably withheld. Gexa may withhold consent if a proposed assignee fails to be at least as creditworthy as Customer as of the Effective Date. Gexa may: (a) transfer, sell, pledge, encumber or assign the revenues or proceeds of this Agreement in connection with any financing or other financial arrangement; (b) transfer or assign this Agreement to a Gexa affiliate with operating capability and financial condition substantially similar to Gexa; (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of Gexa with an operating capability and financial condition substantially similar to Gexa 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 Gexa 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, and upon assignment, Gexa shall have no further obligations under this Agreement. Gexa shall not assign the Agreement to a non-affiliated entity (including its guarantor) that has a credit rating lower than BBB- without the prior written consent of TCAP, which shall not be unreasonably withheld.

E.5 No Third-Party Beneficiaries. This Agreement does not confer any rights or remedies on any person or party other than the Parties, their successors and permitted assigns; except that the Parties recognize that TCAP is entitled to receive the Aggregator Fee .

E.6 Severability. If a provision of this Agreement is held to be unenforceable or invalid by a court or regulatory authority of competent jurisdiction, the validity and enforceability of the remaining provisions are unaffected by that holding, and the Parties shall, to the extent possible, negotiate an equitable adjustment to the provisions of this Agreement in order to preserve the original intent and purpose of this Agreement.

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 subjects it covers. This Agreement may be amended only upon the mutually signed, written agreement of the Parties.

E.8 Further Assurances. The Parties shall promptly execute and deliver, at the expense of the Party requesting such action, any and all other and further instruments and documents which are reasonably requested in order to effectuate the transactions contemplated in this Agreement.

E.9 Emergency, Outage and Wire Service. In the event of an emergency, outage or service need, Customer shall 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 Gexa Customer Care if Customer has specific comments, questions, disputes, or complaints toll free at 1-866-961-9399, Monday to Friday 7:00 a.m. – 8:00 p.m. CST and Saturday from 8:00 a.m. – 2:00 p.m.. Gexa shall assist and cooperate with Customer regarding communications with a TDSP relating to service to any ESI ID served by Gexa under this Agreement.

E.11 Governing Law.

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

b. All disputes between the Parties under this Agreement which are not otherwise settled will be decided by either a state court of competent jurisdiction in Hidalgo County, Texas, or the United States District Court for the Southern District of Texas, and the

Parties submit to the jurisdiction of the courts of the State of Texas in Hidalgo County, Texas and the U. S. District Court for the Southern District of Texas. All disputes are governed under the laws of the State of Texas.

c. Subject to the provisions of E.11.a. above, this Agreement is 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 does not apply to this Agreement.

E.13 Counterparts; Facsimile Copies. This Agreement may be executed in counterparts, all of which constitute one and the same Agreement and each is deemed an original. A facsimile copy of either Party's signature is considered an original for all purposes, and each Party shall provide its original signature upon request.

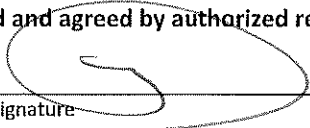
E.15 Offer for Electric Service; Refusal of Service. This Agreement, including these Terms and Conditions of Service, constitute an offer for electric service, and is expressly conditioned on acceptance of this Agreement by Gexa. Gexa may refuse to provide electric service to Customer subject to the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

Attachment B to CESA

Customer Contract Name HIDALGO COUNTY

Expected Start Date: First meter read date
after November 30, 2019

Approved and agreed by authorized representative of Customer named above

Customer Signature 

Date 11/22/19

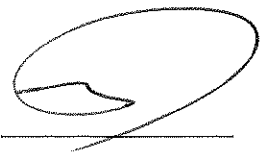
Please complete, sign and scan to tcap@gexaenergy.com or fax to 866-788-4392.

ESI/UAN	Service Address	City	State	Zip	Initial to Delete
1 10032789476832180	1 Catarina	Progreso	TEXAS	78579	
2 10032789407191410	1 E University Dr Unit 175mv	Edinburg	TEXAS	78539	
3 10032789407191411	1 E University Dr Unit 400mv	Edinburg	TEXAS	78539	
4 10032789485261585	1 Fm 886	Sullivan City	TEXAS	78595	
5 10032789470251263	1 N Abram Rd	Abram	TEXAS	78572	
6 10032789466619520	1 S Mile 1 E Ofc	Mercedes	TEXAS	78570	
7 10032789483688010	1 S Tower Rd Unit Nmtr	Alamo	TEXAS	78516	
8 10032789497159140	100 E Cano St	Edinburg	TEXAS	78539-4582	
9 10032789475041921	100 La Herencia Day	Mercedes	TEXAS	78570-9573	
10 10032789484711680	100 N Closner Blvd	Edinburg	TEXAS	78539-3523	
11 10032789446959694	100 N Closner Blvd Lot Crane1	Edinburg	TEXAS	78539	
12 10032789437157195	100 N Closner Blvd Lot Crane2	Edinburg	TEXAS	78539	
13 10032789406506775	100 N Closner Blvd Odlt 1kmh6x7	Edinburg	TEXAS	78539-3523	
14 10032789466756850	100 N Closner Blvd Unit 1	Edinburg	TEXAS	78539-3523	
15 10032789453242715	100 N Closner Blvd Unit A	Edinburg	TEXAS	78539-3523	
16 10032789467399237	100 N Closner Blvd Unit B	Edinburg	TEXAS	78539-3523	
17 10032789408595189	100 N Closner Blvd Unit ldept	Edinburg	TEXAS	78539	
18 10032789478120471	1000 N M Rd Odlt 1kmh Unit A	Edinburg	TEXAS	78539	
19 10032789478120472	1000 N M Rd Odlt 1kmh6x7 Unit A	Edinburg	TEXAS	78539	
20 10032789478120473	1000 N M Rd Odlt 400mh Unit A	Edinburg	TEXAS	78539	
21 10032789478120470	1000 N M Rd Unit A	Edinburg	TEXAS	78539	
22 10032789454766321	1000 N M Rd Unit Sp	Edinburg	TEXAS	78539	
23 10032789441389317	1001 N Doolittle Rd	Edinburg	TEXAS	78542-0337	
24 10032789485011110	101 S 10th Ave 12 & Univ -es Of Park Lot	Edinburg	TEXAS	78539-4340	
25 10032789485011111	101 S 10th Ave Odlt 400mv	Edinburg	TEXAS	78539-4340	
26 10032789406220741	1051 N Doolittle Rd Odlt 1khps Ofc	Edinburg	TEXAS	78542-0337	
27 10032789436518925	1051 N Doolittle Rd Unit Admofc None	Edinburg	TEXAS	78542-0337	
28 10032789455759138	107 N Iowa Rd	Moore Field	TEXAS	78572	
29 10032789434097521	107 N Iowa Rd Unit Shop	Moore Field	TEXAS	78572	
30 10032789445656558	107 Sunflower	La Blanca	TEXAS	78558	
31 10032789469446040	109 N Cypress St	Pharr	TEXAS	78577-4011	
32 10032789438104121	109 N Stadium Dr	La Joya	TEXAS	78560	
33 10032789452779430	109 W Palm Odlt 250hps	Progreso	TEXAS	78579	
34 10032789472495880	11 Abram Rd	Abram	TEXAS	78572	

APPROVED BY
COMMISSIONERS' COURT
ON: 11/19/19 

Attachment B to CESA

Initials



Customer Contract Name HIDALGO COUNTY

Expected Start Date

First meter read date after November 30, 2019

	ESI/UAN	Service Address	City	State	Zip	Initial to Delete
35	10032789463752051	1102 N Doolittle Rd	Edinburg	TEXAS	78539	
36	10032789466904120	1102 N Doolittle Rd Odlt 250hps	Edinburg	TEXAS	78539	
37	10032789463752052	1102 N Doolittle Rd Odlt 400hps	Edinburg	TEXAS	78539	
38	10032789431388605	1102 N Doolittle Rd Rear	Edinburg	TEXAS	78542-8600	
39	10032789470064791	1102 N Doolittle Rd Unit Shop	Edinburg	TEXAS	78542-8600	
40	10032789463510300	1105 E 8th St	Mission	TEXAS	78572-5810	
41	10032789409612422	1124 N M Rd	Edinburg	TEXAS	78542-4264	
42	10032789404599179	1124 N M Rd Bldg Booth	Edinburg	TEXAS	78542	
43	10032789498907215	1124 N M Rd Unit Motorp	Edinburg	TEXAS	78542	
44	10032789439117630	1200 N 1st Ave Unit Hm	Edinburg	TEXAS	78541-2354	
45	10032789488417715	1205 1/2 S Huisache St Bike Trail	Pharr	TEXAS	78577	
46	10032789481958705	1208 Paula St Unit 1	Palmview	TEXAS	78574-7039	
47	10032789476176035	1212 1/2 E Helmer St Bike Trail	Pharr	TEXAS	78577	
48	10032789477159740	1217 W Houston Ave	Mcallen	TEXAS	78501-5012	
49	10032789497756430	1217 W Houston Ave Port	Mcallen	TEXAS	78501-5012	
50	10032789423442549	1224 S San Antonio Ave	San Juan	TEXAS	78589	
51	10032789436930040	123 S 9th Ave	Edinburg	TEXAS	78539-4313	
52	10032789414946030	1304 S 25th Ave	Edinburg	TEXAS	78542-7205	
53	10032789414946033	1304 S 25th Ave Odlt 1khps	Edinburg	TEXAS	78542-7205	
54	10032789414946032	1304 S 25th Ave Odlt 400hps	Edinburg	TEXAS	78542-7205	
55	10032789414946031	1304 S 25th Ave Odlt 400hps1	Edinburg	TEXAS	78542-7205	
56	10032789453206535	1316 1/2 E Helmer St Bike Amp; Hike Trail	Pharr	TEXAS	78577	
57	10032789416029290	1402 Silver Ave	Donna	TEXAS	78537-3332	
58	10032789403596235	1429 S Tower Rd	Alamo	TEXAS	78516-9490	
59	10032789417666585	1429 S Tower Rd Stlg 250mhtw	Alamo	TEXAS	78516	
60	10032789451762569	1429 S Tower Rd Unit Multi Multy Purpose Building	Alamo	TEXAS	78516-9490	
61	10032789456054751	1500 W 1st St	Mercedes	TEXAS	78570-2551	
62	10032789450763910	16 N Western Rd	Moore Field	TEXAS	78572	
63	10032789405554962	1705 Miller Ave Odlt 400hps1 Unit 2@	Donna	TEXAS	78537-3486	
64	10032789406264529	1709 Anacua Cir Stlg 250hps	Alamo	TEXAS	78516	
65	10032789461867090	1711 N Bridge Ave	Weslaco	TEXAS	78599-4220	
66	10032789430709590	1711 N Bridge Ave Boys	Weslaco	TEXAS	78596-4220	
67	10032789454129532	1711 N Bridge Ave Girls	Weslaco	TEXAS	78599-4220	
68	10032789430709591	1711 N Bridge Ave Odlt 1khps Boys	Weslaco	TEXAS	78596-4220	
69	10032789430709592	1711 N Bridge Ave Odlt 250hps1 Boys	Weslaco	TEXAS	78596-4220	
70	10032789430709593	1711 N Bridge Ave Odlt 250hps2 Boys	Weslaco	TEXAS	78596-4220	
71	10032789430709594	1711 N Bridge Ave Odlt 400hps Boys	Weslaco	TEXAS	78596-4220	
72	10032789447542710	1711 N Bridge Ave Stlg 400mh	Weslaco	TEXAS	78596-4220	
73	10032789420798679	1711 N Bridge Ave Unit 2	Weslaco	TEXAS	78599-4220	
74	10032789483395040	1711 N Bridge Ave Unit 400hpsd	Weslaco	TEXAS	78596-4220	
75	10032789405554961	1715 Miller Ave	Donna	TEXAS	78537-3486	
76	10032789430245067	1788 E Ramseyer Rd Unit Flasher	Edinburg	TEXAS	78542-2241	
77	10032789493434345	1900 Joe Stephens Ave Bldg Ofc	Weslaco	TEXAS	78599-3702	
78	10032789444002490	1901 N Bridge Ave	Weslaco	TEXAS	78596-4961	
79	10032789444002492	1901 N Bridge Ave Odlt 1khps	Weslaco	TEXAS	78596-4226	

Attachment B to CESA

Initials 

Customer Contract Name HIDALGO COUNTY

Expected Start Date _____
 First meter read date
 after November 30, 2019

	ESI/UAN	Service Address	City	State	Zip	Initial to Delete
80	10032789444002491	1901 N Bridge Ave Odlt 400hps	Weslaco	TEXAS	78596-4226	
81	10032789406011601	1902 Joe Stephens Ave Odlt 400hps Unit Odl	Weslaco	TEXAS	78596-3700	
82	10032789448238540	1902 Joe Stephens Ave Unit 101	Weslaco	TEXAS	78599-3704	
83	10032789424728750	1902 Joe Stephens Ave Unit 201	Weslaco	TEXAS	78599-3704	
84	10032789411642220	1902 Joe Stephens Ave Unit 202	Weslaco	TEXAS	78599-3704	
85	10032789452407040	1902 Joe Stephens Ave Unit 203	Weslaco	TEXAS	78599-3704	
86	10032789438652541	1902 Joe Stephens Ave Unit 204	Weslaco	TEXAS	78599-3704	
87	10032789462986250	1902 Joe Stephens Ave Unit 301	Weslaco	TEXAS	78599-3704	
88	10032789442124570	1902 Joe Stephens Ave Unit 401	Weslaco	TEXAS	78599-3700	
89	10032789487436170	1905 N Fir St	Pharr	TEXAS	78577-1903	
90	10032789487436173	1905 N Fir St Odlt 1khps	Pharr	TEXAS	78577-1903	
91	10032789487436172	1905 N Fir St Odlt 1kphs1	Pharr	TEXAS	78577-1903	
92	10032789487436171	1905 N Fir St Odlt 400hps	Pharr	TEXAS	78577-1903	
93	10032789414679045	1916 Tesoro St	Pharr	TEXAS	78577-7580	
94	10032789464411378	1916 Tesoro St Unit B	Pharr	TEXAS	78577-7580	
95	10032789411175070	1st St Unit Hd Strt	Monte Alto	TEXAS	78538	
96	10032789445533090	2 E Schunior Rd Unit 1/4 N	Edinburg	TEXAS	78539	
97	10032789403848460	2 N 6th Ave	San Carlos	TEXAS	78539	
98	10032789489705510	200 Cougar St	San Juan	TEXAS	78589-2234	
99	10032789463059840	201 N Closner Blvd	Edinburg	TEXAS	78541-3553	
100	10032789456144691	201 W 6th St Pavillion	Los Ebanos	TEXAS	78565	
101	10032789476268840	211 S Schuerbach Rd	Mission	TEXAS	78572	
102	10032789476268841	211 S Schuerbach Rd Odlt 1khps	Mission	TEXAS	78572	
103	10032789476268842	211 S Schuerbach Rd Odlt 400hps Odl	Mission	TEXAS	78572	
104	10032789462453451	212 N 12th Ave	Edinburg	TEXAS	78541-3504	
105	10032789455481042	219 E Loeb St Odlt 400mv	Edinburg	TEXAS	78541-3433	
106	10032789425263171	220 S 25th Ave Unit Office	Edinburg	TEXAS	78542-5058	
107	10032789441054098	220 S Bicentennial Blvd Ste D2	Mcallen	TEXAS	78501-7016	
108	10032789428614510	222 N 12th Ave	Edinburg	TEXAS	78541-3504	
109	10032789432347998	22998 Valverde Rd Unit Flasher	Elsa	TEXAS	78543	
110	10032789453754301	23 Catarina	Progreso	TEXAS	78579	
111	10032789433920976	2401 N Moorefield Rd	Mission	TEXAS	78574-7043	
112	10032789466028075	2498 Mile 4 N	Mercedes	TEXAS	78570-5022	
113	10032789468619000	25 Linda Vista St Unit 85	Mission	TEXAS	78572	
114	10032789418772691	2501 Moorefield Rd	Mission	TEXAS	78572	
115	10032789418772692	2501 Moorefield Rd Odlt 1khps	Mission	TEXAS	78572	
116	10032789418772693	2501 Moorefield Rd Odlt 250hps	Mission	TEXAS	78572	
117	10032789411893198	2800 W 7 Mile Line	Mission	TEXAS	78572	
118	10032789404398205	2802 S Closner Blvd	Edinburg	TEXAS	78542-5215	
119	10032789429269560	2891 E Grant St Unit 1	Roma	TEXAS	78584-8914	
120	10032789490439807	298 N Skinner Rd Unit Flasher	La Blanca	TEXAS	78558	
121	10032789483688011	3 S Tower Rd	Alamo	TEXAS	78516	
122	10032789490936551	300 E Hackberry Ave Unit N	Mcallen	TEXAS	78501-9200	
123	10032789455589801	300 S Inspiration Blvd	Mission	TEXAS	78573-9861	
124	10032789494041450	300 S Inspiration Blvd Unit Rear 1/2 S Inspiration	Mission	TEXAS	78572	

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125	10032789487800648	3001 N 23rd St Ste 2	Mcallen	TEXAS	78501-6179	
126	10032789424942476	3001 N 23rd St Ste 8	Mcallen	TEXAS	78501-6179	
127	10032789467191191	301 E Hackberry Ave Odlt 1khps	Mcallen	TEXAS	78501	
128	10032789426639410	301 E Hackberry Ave Odlt 1khps @al	Mcallen	TEXAS	78501	
129	10032789481522741	301 E Hackberry Ave Odlt 250hps Al	Mcallen	TEXAS	78501	
130	10032789408674500	301 E Hackberry Ave Unit R	Mcallen	TEXAS	78501	
131	10032789489273171	301 E State Ave	Pharr	TEXAS	78577-3977	
132	10032789489273172	301 E State St OdI	Pharr	TEXAS	78577-3977	
133	10032789450127191	301 S 8th St	Donna	TEXAS	78537-3138	
134	10032789450127192	301 S 8th St Odlt 250hps	Donna	TEXAS	78537-3138	
135	10032789477313541	302 W University Dr	Edinburg	TEXAS	78539-3304	
136	10032789443212321	302 W University Dr Unit B	Edinburg	TEXAS	78539-3307	
137	10032789499783110	303 S 7th St	Alamo	TEXAS	78516-2535	
138	10032789492852787	303 S 8th St Ste B	Donna	TEXAS	78537-3138	
139	10032789478184899	3100 S Us Highway 281	Edinburg	TEXAS	78539-9670	
140	10032789422977851	3100 S Us Highway 281 Bldg A	Edinburg	TEXAS	78539-9613	
141	10032789441687961	3100 S Us Highway 281 Bldg C	Edinburg	TEXAS	78539-9613	
142	10032789400692202	3100 S Us Highway 281 Odlt 150hps	Edinburg	TEXAS	78539-9602	
143	10032789411470591	3100 S Us Highway 281 Odlt 1khps	Edinburg	TEXAS	78539-9602	
144	10032789411470593	3100 S Us Highway 281 Odlt 1kmh6x7	Edinburg	TEXAS	78539-9670	
145	10032789411470592	3100 S Us Highway 281 Odlt 1kphs1	Edinburg	TEXAS	78539-9670	
146	10032789411470594	3100 S Us Highway 281 Odlt 400hps	Edinburg	TEXAS	78539-9602	
147	10032789408071865	3100 S Us Highway 281 Unit 1	Edinburg	TEXAS	78539-9670	
148	10032789400692201	3100 S Us Highway 281 Unit Shed	Edinburg	TEXAS	78539-9602	
149	10032789432065660	3105 E Richardson Rd	Edinburg	TEXAS	78542-9059	
150	10032789432065663	3105 E Richardson Rd OdI	Edinburg	TEXAS	78541-9059	
151	10032789432065662	3105 E Richardson Rd Odlt 1kphs1	Edinburg	TEXAS	78541-9059	
152	10032789470894381	3105 W University Dr Unit W	Edinburg	TEXAS	78539-9406	
153	10032789470894382	3105 W University Dr Unit W OdI	Edinburg	TEXAS	78539-9406	
154	10032789498613451	3109 W University Dr	Edinburg	TEXAS	78539-9406	
155	10032789451537548	313 E Business Highway 83 Ste 113 W/c Clinic	Alamo	TEXAS	78516-1201	
156	10032789423336285	317 N Closner Blvd	Edinburg	TEXAS	78541-3555	
157	10032789487909328	317 N Closner Blvd Unit 4	Edinburg	TEXAS	78541-3555	
158	10032789405600210	317 N Closner Blvd Unit Bs	Edinburg	TEXAS	78541-3555	
159	10032789434651276	317 N Closner Blvd Unit lghts	Edinburg	TEXAS	78541-3555	
160	10032789410911230	321 E Loeb St	Edinburg	TEXAS	78539	
161	10032789410880417	321 Sunflower	La Blanca	TEXAS	78558	
162	10032789494852580	329 E State Ave Ofc	Pharr	TEXAS	78577-3977	
163	10032789401331319	3341 E Richardson Rd	Edinburg	TEXAS	78542-0353	
164	10032789406067329	3401 N Mayberry Rd Unit Daycare	Mission	TEXAS	78573-3700	
165	10032789468056417	3503 S Mile Line Ste 7	Mission	TEXAS	78574	
166	10032789469221205	3600 N Athol St	Pharr	TEXAS	78577	
167	10032789403166911	3784 Maingate Dr Odlt 150hps2 Ofc	Weslaco	TEXAS	78596-9578	
168	10032789456438345	4 N Bentsen Palm Dr Unit Beacons	Mission	TEXAS	78574-1568	
169	10032789452841231	401 N Closner Blvd Odlt 1kmh6x7 Unit Fl	Edinburg	TEXAS	78541-3470	

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170	10032789452841230	401 N Closner Blvd Odlt 250mh Unit Fl	Edinburg	TEXAS	78541-3470	
171	10032789473395745	4011 S Veterans Blvd	San Juan	TEXAS	78589	
172	10032789482573116	4011 S Veterans Blvd Unit Warehse	San Juan	TEXAS	78589	
173	10032789408394031	402 N 13th Ave	Edinburg	TEXAS	78541-3408	
174	10032789467608901	410 N 13th Ave	Edinburg	TEXAS	78541-3582	
175	10032789467608902	410 N 13th Ave Od/	Edinburg	TEXAS	78541-3582	
176	10032789408818141	410 S Conway Ave Head Strt	Alton	TEXAS	78572-5549	
177	10032789454505415	410 W 4th	Hargill	TEXAS	78549	
178	10032789464147592	415 E Clark Ave	Pharr	TEXAS	78577-4009	
179	10032789420037970	417 S Oregon Ave	Weslaco	TEXAS	78596-6443	
180	10032789435885500	419 W Nolana Ave Unit B	Mcalien	TEXAS	78504-2968	
181	10032789472709278	42120 W Military Rd Barn	La Joya	TEXAS	78560	
182	10032789437850010	5 N Bryan Blvd Unit 05	Alton	TEXAS	78572	
183	10032789417572130	500 W Military Rd	Penitas	TEXAS	78576	
184	10032789431127521	500 W Military Rd Odlt 1khps	Penitas	TEXAS	78576	
185	10032789431127520	500 W Military Rd Odlt 250hps	Penitas	TEXAS	78576	
186	10032789426633210	501 S Leo Ave Hdstrt	La Joya	TEXAS	78560	
187	10032789462482008	5120 N Doolittle Rd Unit Flasher	Edinburg	TEXAS	78542-8878	
188	10032789487143350	540 S Texas Ave Unit 1@	Mercedes	TEXAS	78570-3130	
189	10032789468789486	5404 Brand St -	Rio Grande C	TEXAS	78582-6878	
190	10032789428690945	5999 N Abram Rd Unit Pole	Mission	TEXAS	78572	
191	10032789499682815	6 N Mckinley	Hargill	TEXAS	78549	
192	10032789421175232	610 W Expressway 83 Od/	Sullivan City	TEXAS	78595	
193	10032789421175231	610 W Expressway 83 Clinic	Sullivan City	TEXAS	78595-2164	
194	10032789421175234	610 W Expressway 83 Odlt 1khps1 Clinic	Sullivan City	TEXAS	78595	
195	10032789421175233	610 W Expressway 83 Odlt 1khps2 Clinic	Sullivan City	TEXAS	78595	
196	10032789497879971	611 E Highway 107 Hdstrt	San Carlos	TEXAS	78539	
197	10032789424882800	611 E Highway 107 Odlt 150hps Hdstrt	San Carlos	TEXAS	78539	
198	10032789495996270	611 E Highway 107 Odlt 1kmh6x7 Hdstrt	San Carlos	TEXAS	78539	
199	10032789424719120	611 E Highway 107 Odlt 1kmh6x7 Hdstrt 1kmh6x7	San Carlos	TEXAS	78539	
200	10032789423143120	611 E Highway 107 Rear	San Carlos	TEXAS	78539	
201	10032789464833401	621 S 5th St	Hidalgo	TEXAS	78557-4000	
202	10032789402851500	704 E Texano Dr Clinic	Hidalgo	TEXAS	78557-4104	
203	10032789468942440	708 W Edinburg Ave	Elsa	TEXAS	78543	
204	10032789499276095	710 Psja Bears Trl	San Juan	TEXAS	78589	
205	10032789445157538	722 N Breyfogle Rd Unit B1	Mission	TEXAS	78572	
206	10032789448700805	722 N Breyfogle Rd Unit C5	Mission	TEXAS	78572	
207	10032789474505606	722 N Breyfogle Unit A1	Mission	TEXAS	78574-8566	
208	10032789402975838	722 N Breyfogle Unit A2	Mission	TEXAS	78574-8566	
209	10032789424908955	722 N Breyfogle Unit A3	Mission	TEXAS	78574-8566	
210	10032789425445335	722 N Breyfogle Unit A4	Mission	TEXAS	78574-8566	
211	10032789409105529	722 N Breyfogle Unit C1	Mission	TEXAS	78574-8566	
212	10032789493129815	722 N Breyfogle Unit C2	Mission	TEXAS	78574-8566	
213	10032789407522345	722 N Breyfogle Unit C3	Mission	TEXAS	78574-8566	
214	10032789461601209	722 N Breyfogle Unit C4	Mission	TEXAS	78574-8566	



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215	10032789404058039	722 N Breyfogle Unit C6	Mission	TEXAS	78574-8566	
216	10032789413900895	722 N Breyfogle Unit C7	Mission	TEXAS	78574-8566	
217	10032789444988039	722 N Breyfogle Unit C8	Mission	TEXAS	78574-8566	
218	10032789491292125	734 N Breyfogle	Mission	TEXAS	78574-8547	
219	10032789433040735	78 1st St Baseball Park/walking Trl	Monte Alto	TEXAS	78538	
220	10032789431071961	800 N Doolittle Rd	Edinburg	TEXAS	78542	
221	10032789470869801	8310 W Mile 7 Rd Unit Ofc	Moore Field	TEXAS	78572	
222	10032789421109169	8328 Muse Dr Stlg 250hps Home Owners Assc. Lights	Edinburg	TEXAS	78542-1149	
223	10032789412821015	88 Pueblo De Palmas Rear Park	Penitas	TEXAS	78576	
224	10032789426574948	90 Cemetery Rd Unit Ballpk Base Ball Park	Los Ebanos	TEXAS	78565	
225	10032789460260545	9000 N Kenyon Rd Stlg Lights Homeowners Assoc. Lig	Edinburg	TEXAS	78541	
226	10032789475103582	902 N Doolittle Rd	Edinburg	TEXAS	78542-7470	
227	10032789475103583	902 N Doolittle Rd Odl	Edinburg	TEXAS	78541-8670	
228	10032789475103584	902 N Doolittle Rd Odl	Edinburg	TEXAS	78541-8670	
229	10032789450313521	902 N Doolittle Rd Firing Rn	Edinburg	TEXAS	78542-7470	
230	10032789470345725	902 N Doolittle Rd Unit Office	Edinburg	TEXAS	78542	
231	10032789480746080	94 Fm 1015 Portble Bl	Progreso	TEXAS	78579	
232	10032789451689948	947 Mi Sueno St Stlg 250hps	Mission	TEXAS	78572	
233	10032789401422367	947 Streetlight Stlg 250hp	Mission	TEXAS	78574	
234	10032789467589485	947 Streetlight Stlg 250hps	Donna	TEXAS	78537	
235	10032789419029495	947 Streetlight Stlg 250hps2	Mission	TEXAS	78574	
236	10032789489165938	955 Streetlight Stlg 1000hps	Mission	TEXAS	78572	
237	10032789429699836	955 Streetlight Stlg 1000mh	Edinburg	TEXAS	78539	
238	10032789481087959	961 Streetlight Stlg 250mh	Edinburg	TEXAS	78539	
239	10032789428512899	999 E Fm 2812 Milo Ponce Park	Edinburg	TEXAS	78539	
240	10032789416245846	999 E Fm 2812 Odlt 1000mh	Edinburg	TEXAS	78539	
241	10032789456345395	999 E Fm 2812 Unit Park	Edinburg	TEXAS	78542-0815	
242	10032789480144371	Anzalduas Dam Rd Unit 3	Mission	TEXAS	78572	
243	10032789424194879	E Goodwin Rd Txdot	Palmview	TEXAS	78572	
244	10032789431841695	E Mahl St Odlt 100hps	Edinburg	TEXAS	78539	
245	10032789454211487	E Mile 2 Rd	Mission	TEXAS	78574	
246	10032789446677850	El Gato Rd W Border Rd	Alamo	TEXAS	78516	
247	10032789499599664	El Polvorin Dr Stlg	Penitas	TEXAS	78576	
248	10032789478765651	Highway 83 #sullivan Why 83 & 886	Sullivan City	TEXAS	78595	
249	10032789487880663	Lake Delta Odl	Monte Alto	TEXAS	78538	
250	10032789487880662	Lake Delta Odlt 400hps	Monte Alto	TEXAS	78538	
251	10032789487880661	Lake Delta Unit Park	Monte Alto	TEXAS	78538	
252	10032789421402131	Lake Delta Unit Shop	Monte Alto	TEXAS	78538	
253	10032789414620963	Madero Anzalduas	Mission	TEXAS	78572	
254	10032789465271861	Madero Unit 1	Mission	TEXAS	78572	
255	10032789496229380	Madero Unit Restrms	Mission	TEXAS	78572	
256	10032789466906088	Madero Unit Rr	Mission	TEXAS	78572	
257	10032789406792420	N 6th Ave Odlt 1kmh6x7 1kmh6x7	San Carlos	TEXAS	78539	
258	10032789432511450	N Breyfogle 1 1/10 N Breyfogel E-s	Mission	TEXAS	78572	
259	10032789405607455	N Iowa Rd Unit 1	Moore Field	TEXAS	78572	

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260	10032789482638697	N Iowa Rd Unit Mchshop	Moore Field	TEXAS	78572	
261	10032789410181441	N Iowa Rd Unit Office	Moore Field	TEXAS	78572	
262	10032789418732449	N Mckinley Unit 250hps	Hargill	TEXAS	78549	
263	10032789491127151	N Minnesota Rd Minnesota & 1 Mile	Mission	TEXAS	78572	
264	10032789463077465	N Skinner Rd Unit Fire	La Blanca	TEXAS	78558	
265	10032789462774995	N Terry Rd	Edinburg	TEXAS	78542	
266	10032789431438950	S 12th Ave Odlt 1kmh6x7	Edinburg	TEXAS	78539	
267	10032789485776993	S Conway Ave Odlt 250 Hps	Mission	TEXAS	78572	
268	10032789485776992	S Conway Ave Odlt 400hps	Mission	TEXAS	78572	
269	10032789450834089	Salida Del Sol St Lot 6	Mission	TEXAS	78572	
270	10032789419355922	Seminary Rd Unit Pumphse	Edinburg	TEXAS	78539	
271	10032789408895570	Streetlight Stlg 250hps	Edinburg	TEXAS	78542	
272	10032789487128058	W 7 Mile Line Trlr	Mission	TEXAS	78572	
273	10032789426382356	W Fm 2812 N 281 E On 2812 1.25 Rs	Edinburg	TEXAS	78539	
274	10032789426603558	W Valdez Stlg 250hpsa Rt 1 Box 2572	Monte Alto	TEXAS	78538	
275	10032789429825518	W Valdez Unit 250hps	Monte Alto	TEXAS	78538	