

RESOLUTION NO: 2015-01-15B

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS TO AUTHORIZE EXECUTION OF AN AGREEMENT WITH HUDSON ENERGY SERVICES THAT WILL PROVIDE ELECTRICAL ENERGY FOR THE CITY OF OVERTON BEGINNING DECEMBER 12, 2016 AT A GUARANTEED RATE OF \$0.0549 per kWh FOR A PERIOD OF 43 MONTHS.

WHEREAS, the City of Overton entered into an Agreement with Mid-American on May 17, 2012 to provide energy services to several City electrical accounts, through December 2016; and

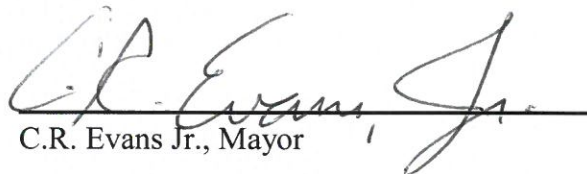
WHEREAS, the Texas Association of Energy Providers surveys rates from the top Retail Electric Provider's on a daily basis and facilitates the contracting of the lowest bid energy providers with governmental and private businesses; and

WHEREAS, it may be in the best interest of the City to take advantage of lower current energy rates and lock into a lower per kWh rate at this time with the lowest bidder and contract for delivery of services beginning on or about 12/21/2016;

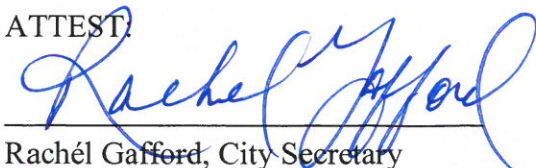
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS THAT:

That the Mayor is authorized on behalf of the City of Overton to execute an Agreement with the lowest Retail Electric Provider contingent upon approval of the Agreement by the City Attorney.

APPROVED AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS ON THIS 15TH DAY OF JANUARY, 2015.


C.R. Evans Jr., Mayor

ATTEST:


Rachél Gafford, City Secretary



RETAIL ENERGY SERVICE AGREEMENT

This Retail Energy Electricity Service Agreement, including the Offer Sheet which is incorporated herein (this "Agreement") is entered into between Hudson Energy Services, LLC, a New Jersey limited liability company ("HES"), and City of Overton ("Customer"). HES and Customer may hereinafter be referred to individually as a "Party" or collectively as the "Parties".

SECTION 1: Scope and Term

Customer appoints HES as its Retail Electric Provider (REP) for the Electric Service Identifiers ("ESI ID(s)") identified on the Offer Sheet. Specifically, Customer authorizes HES to act as Customer's REP for all purposes. HES shall provide all the services required of a REP including, without limitation, procuring, scheduling and causing to be delivered electricity to each ESI ID during the Term. This Agreement shall commence as of the Effective Date, as identified on the Offer Sheet and, unless terminated earlier in accordance with the provisions of the Agreement, and shall continue until the end of the Term. Should the Term expire and the ESI ID(s) remain on service with HES for any reason, HES may, at its discretion, continue to serve the ESI ID(s) on a month to month basis in accordance with this Agreement at the Expired Term Price.

SECTION 2: Retail Energy Charges

2.1 Energy Price. The Energy Price for Actual Usage is specified on the Offer Sheet. Reliability Unit Commitment ("RUC") is included in the Energy Price.

2.2 Customer Charge. The Customer Charge is specified on the Offer Sheet.

2.3 Pass-through Charges. Delivery Charges, Non-recurring Charges, Taxes, Public Utility Gross Receipts Assessments (as applicable), or Miscellaneous Gross Receipts Taxes (assessed to HES; as applicable) will be passed through and paid by Customer and identified separately on Customer's bill with no mark up. If Customer is exempt from any payment of any Taxes, Customer will provide HES with all required exemption certificates. Unless otherwise communicated to HES from Customer, HES shall not recognize any exemption and will not refund or credit previously paid Taxes, unless the taxing entity sends the refund to HES. HES shall pass through a Basis Adjustment to Customer.

2.4 Price Redetermination. Either HES or Customer may reasonably request to renegotiate the Energy Price set forth in the Offer Sheet subject to mutually agreeable extension of the Term. This section shall not be construed as an obligation of either Party to modify the Energy Price or Term, and any such modifications of the Energy Price or Term shall only become effective if evidenced in written instrument and executed by both Parties.

SECTION 3: Billing and Payment

3.1 Billing and Payment. HES will invoice Customer on a regular basis. Customer will remit payment, within the Payment Terms as specified on the Offer Sheet. The invoice will be based on the actual data provided by ERCOT and the TDSP. If ERCOT or the TDSP do not provide actual data in a timely manner, HES may use estimated data to calculate Customer's invoice and, upon receipt of actual data, will reconcile the charges and adjust them as needed in subsequent invoices. Customer is permitted to make payments using a credit card provided Customer's annual electricity consumption, at the time of entering into this agreement, is less than 5,000,000 kWh. Customer's ability to pay by credit card may be reviewed by HES throughout the duration of this Agreement and may be rescinded in HES' sole discretion.

3.2 Late Penalties. If Customer fails to remit all invoiced amounts, other than amount disputed in accordance with this section, after the due date, a late penalty of three (3%) percent will be assessed. Interest will accrue on any due and unpaid amounts from the date the monies were owed at a rate of one and one-half percent (1.5%) per month, or the highest rate permitted by law, whichever is less. A fee of \$25 will be assessed to Customer for each returned payment for insufficient funds.

3.3 Invoice Disputes. If Customer in good faith disputes some portion of an invoice, it will provide HES written notice by the invoice due date. In all cases, Parties will use good faith efforts to resolve any dispute.

SECTION 4: Credit

Customer may be required to provide an initial deposit as specified on the Offer Sheet, and/or additional deposit during the Term if: (a) Customer is determined to have experienced a material decline in creditworthiness; or (b) Customer has been delinquent in paying any electric bill two or more times during the past 12 twelve months. Any such deposit will be held without interest. The deposit, less any outstanding balance owed by Customer to HES, will be credited to Customer upon closing Customer's account with HES. In lieu of a cash deposit, HES may, in its sole discretion, accept other forms of security from Customer that HES finds acceptable.

SECTION 5: Early Termination

5.1 Termination for Material Change. If a Material Change occurs (unless Customer has fully cured the condition within thirty (30) calendar days, if such cure is within Customer's ability), HES may terminate this Agreement as to the affected ESI IDs upon fifteen (15) days prior written notice to Customer without penalty for early termination; if the Material Change is due to any of the causes described in clause (b) of the definition of Material Change, Customer shall be obligated to pay HES the Early Termination Charge within 20 days following a written demand by HES.

5.2 Early Termination Charge.

(a) Notwithstanding any rights to either Party provided for in this Agreement; if this Agreement is terminated by HES as to any ESI ID due to a Customer Event of Default, Customer shall be obligated to pay HES the Early Termination Charge within 20 days following a written demand from HES.

(b) Notwithstanding any rights to either Party provided for in this Agreement; if, by mutual agreement of Customer and HES, retail electric service under the Agreement is cancelled as to one or more ESI IDs due to operational reasons applicable to the facility(ies) served by such ESI ID but this Agreement continues in effect as to the remaining ESI IDs, in lieu of Customer being required to pay the Early Termination Charge for such cancelled ESI IDs, Parties may attempt to agree on remedies as provided for by Section 10.4.

SECTION 6: Notices and Payments

Except as otherwise set forth in this Agreement or required by applicable law, all notices to be provided under this Agreement shall be in writing and deemed to have been duly delivered if hand delivered or sent by United States, certified or registered mail, return receipt requested, postage prepaid, facsimile, or by overnight delivery service. Notices and Payments shall be sent to the addresses noted below, or any other address a Party provides to the other Party in writing:

If to Customer:

City of Overton
PO DRAWER D
Overton, TX 75684

If to HES:

Invoice Remittance:
Hudson Energy Services, LLC
Hudson Energy - TX
P.O. Box 731137
Dallas, TX 75373-1137

General Notice:

Hudson Energy Services, LLC
P.O. Box 142109
Irving, TX 75014-2109
Fax: 1-(866) 483-7664

SECTION 7: Representations and Warranties

7.1 Mutual Representation and Warranties. As a material inducement to entering into this Agreement, each Party represents and warrants to the other 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 this Agreement; (b) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action, and do not violate any terms or conditions in its governing documents or any contract to which it is a party or any law applicable to it; (c) as of the Effective Date, it shall have all regulatory authorizations necessary for it to perform its operations; (d) this Agreement constitutes a legal, valid, and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and other laws affecting creditor's rights generally, and with regard to equitable remedies, subject to the discretion of the court before which proceedings to obtain same may be pending; and (e) there are no bankruptcy, insolvency, reorganization, receivership, or other similar proceedings pending or being contemplated by it, or to its knowledge threatened against it.

7.2 Other Representations, Warranties and Covenants. Customer additionally represents, warrants and covenants to HES that (a) Customer is a non-residential Customer with an aggregate peak demand of greater than 50 kW, during any 12-month period; (b) during the Term there shall be no other contract for the purchase of electricity by Customer for the ESI IDs, and if such a contract presently exists, Customer warrants that it will terminate such contract prior to the delivery of electricity to the Customer during the Term; and (c) Customer shall operate and manage the facility(ies) served by each ESI ID in a manner that is materially consistent with Customer's past electric usage practices.

7.3 Forward Contract. The Parties acknowledge and agree that (a) this Agreement constitutes a forward contract within the meaning of the United States Bankruptcy Code ("Code"); (b) HES is a forward contract merchant; and (c) each Party is entitled to the rights under, and protections afforded by, the Code.

SECTION 8: Limitations of Liabilities

8.1 LIMITATIONS OF LIABILITIES. LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT AND ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES EXPRESSLY WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE LIABILITY OF HES TO CUSTOMER FOR ANY OBLIGATIONS UNDER OR RELATING TO THIS AGREEMENT AND ANY DEFAULT BY HES SHALL BE LIMITED TO A MAXIMUM AMOUNT EQUAL TO THE ENERGY PRICE MULTIPLIED BY THREE TIMES THE AVERAGE MONTHLY EXPECTED USAGE SET FORTH ON THE OFFER SHEET. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

8.2 Customer Protection Rules. The Parties acknowledge that the Customer Protection Rules adopted by the Public Utility Commission (as contained in its Substantive Rules 25.471 et seq.) ("Customer Protection Rules") shall not apply to this Agreement, to the extent allowed by law. If there is any conflict between the Customer Protection Rules and this Agreement, the Parties acknowledge this Agreement will control.

8.3 UCC/Disclaimer of Warranties. Customer and HES acknowledge and agree that the electricity delivered hereunder is a "good" and that term is understood in the Texas B&CC (UCC § 2.105). The Parties further agree that the rules promulgated therein, to the extent that they can be waived and they do not apply to this Agreement, except as provided herein. If there is any conflict between the UCC and this Agreement, the Parties acknowledge this Agreement will control.

8.4 Force Majeure. If either Party is unable to perform its obligations, in whole or in part, due to an event of force majeure as defined herein then the obligations of the affected Party (other than the obligations to pay any amounts due prior to the force majeure event) shall be suspended to the extent made necessary by such event. The term "Force Majeure" shall mean any act or event that is beyond the claiming Party's control (and which could not be reasonably anticipated and prevented through the use of reasonable measures), including, without limitation, the failure of the TDSP to receive, transport or deliver, or otherwise perform, unless due to the failure of the Party claiming Force Majeure to perform such Party's obligations hereunder, and an event of force majeure of HES suppliers. The Party suffering the event of Force Majeure shall give written notice of such event of Force Majeure in reasonably full particulars to the other Party, as soon as reasonably possible. Any such event of Force Majeure shall, so far as possible, be remedied with all reasonable dispatch. Force Majeure shall not include (i) the opportunity for HES to sell the electricity to be sold under this Agreement to another party at a higher price than that set forth in the Agreement, (ii) the opportunity for Customer to purchase the electricity for its ESI IDs from another party at a lower price than that set forth in the Agreement, or (iii) the inability of either Party to pay its bills under the Agreement or any other of its bills.

SECTION 9: Default and Remedies

9.1 Event of Default. An event of default ("Event of Default") by the Party identified ("Defaulting Party") means any one of the following: (a) failure by Customer to make, when due, any payment required under this Agreement; (b) any representation or warranty made by a Party proves to be false or misleading in any material respect when made or ceases to remain true in all material respects during the Term of this Agreement if not cured within fourteen (14) days after receipt written notice from the other Party; (c) except to the extent excused by Force Majeure, the failure by a Party to perform any material obligation set forth in the Agreement (other than events that are specifically covered as a separate Events of Default hereunder) and such failure is not cured within fourteen (14) days after receipt of written notice from the other Party; (d) failure of a Party to maintain or extend credit as provided for herein; (e) any unauthorized assignment of a Party's rights or obligations hereunder; (f) any breach of the confidentiality provisions of this Agreement; or (g) Customer (i) makes an assignment or any general arrangement for the benefit of creditors; (ii) files a petition or otherwise commences, authorizes or acquiesces to the commencement of a proceeding or cause of action with respect to it under any bankruptcy proceeding or similar laws for the protection of creditors, or have such petition filed against it and such petition is not withdrawn or dismissed within thirty (30) days after such filing; (iii) otherwise becomes insolvent (however evidenced); or (iv) is unable to pay its debts as they fall due; or (h) Customer entry into an agreement for any ESI ID(s) identified on Offer Sheet that would prevent or interfere with the performance under this Agreement for the ESI ID(s) identified on Offer Sheet. If an event of Default listed in subsection (g) above occurs, the Event of Default will be deemed to have automatically occurred just prior to such event.

9.2 Remedies upon an Event of Default. If either Party defaults and fails to cure within fourteen (14) calendar days of written notice (which cure period does not apply to Events Of Default subsections 9.1.a or 9.1.d), then the Non-Defaulting Party may, in its sole discretion, terminate this Agreement and pursue all remedies available. The Defaulting Party will promptly pay the Non-Defaulting Party, the Early Termination Charge.

SECTION 10: Miscellaneous Provisions

10.1 Waiver. A waiver by either Party of any breach of the Agreement, or failure of either Party to enforce any of the terms and provisions of the Agreement, will not in any way affect, limit or waive that Party's right to subsequently enforce and compel strict compliance with the same or other terms or provisions of the Agreement.

10.2 Assignment. Neither Party may assign the Agreement in whole or in part without the other Party's prior written consent, which consent shall not be unreasonably withheld provided that;(a) HES may assign the Agreement to another REP, without Customer's prior consent and such REP shall agree in writing to be bound by this Agreement and (b) HES will not withhold its consent if Customer assigns this Agreement provided the assignee meets HES' standard credit requirements and agrees to be bound by the terms of this Agreement. Upon any valid assignment of the Agreement, the other Party hereby agrees that the assigning Party shall have no further future obligations under this Agreement.

10.3 Severability. Any provision, article, or section declared or rendered unlawful by a court of law or regulatory agency with jurisdiction over the Parties, or deemed unlawful because of a statutory change, shall not otherwise affect the other lawful obligations that arise under this Agreement. In the event that any provision of this Agreement is declared invalid, the Parties shall promptly negotiate to restore this Agreement as near as possible to its original intent.

10.4 Entire Agreement; Amendments. This Agreement constitutes the entire understanding between the Parties, and supersedes and replaces any and all previous understandings, oral or written, in any matter relating to the subject matter hereof including any separate confidentiality agreement. This Agreement may be amended only upon mutual agreement of the Parties, which amendment shall not be effective unless evidenced in writing and executed by the Parties.

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

10.6 Customer Care. Customer may contact HES Customer Care if Customer has specific comments, or questions toll free at (866) 483-7664, between the hours of 8:30 AM - 5:30 PM.

10.7 Governing Law. This Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Texas, without giving effect to the conflict of law principles. The Parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the state or federal courts of Texas located in Dallas County, for any matters to arise under this Agreement and which are not settled.

10.8 Counterparts; Facsimile Copies. This Agreement shall be executed in counterparts, all of which shall constitute one and the same Agreement and each of which shall be deemed an original. A facsimile copy of either Party's signature shall be considered an original for all purposes under this Agreement along with any amendments pursuant to 10.4 above, and each Party shall provide its original signature upon request.

10.9 Attorney's Fees. In the event of any litigation arising out of or connected in any manner to this Agreement, the non-prevailing Party shall pay the costs of the prevailing Party, including its reasonable attorney and other legal fees and expenses incurred in connection therewith through and including the costs of appeals and appellate costs relating thereto.

10.10 Offer for Electric Service. Customer shall receive in connection with this Agreement one or more Offer Sheets with various pricing and term options related to the electric service provided hereunder. Customer shall execute and return one Offer Sheet prior to the expiration date, and to the facsimile number, set forth therein. Such Offer Sheet shall constitute an offer by Customer to HES. The Offer Sheet shall be deemed accepted by HES unless Customer receives notification of non-acceptance by 5:00 PM Central Prevailing Time ("CPT"), unless Offer Sheet is received after 4:00 PM CPT in which notification shall be made by 10:00 AM CPT the following business day. Upon acceptance of the Offer Sheet by HES, the Offer Sheet shall constitute a part of and be deemed incorporated into this Agreement.

10.11 Confidentiality. Parties agree that the terms and conditions of this Agreement and any Offer Sheets shall remain confidential, except that Confidential Information shall not include information required to be disclosed by law.

SECTION 11: Definitions

The following terms shall have the meanings set forth below. All other capitalized terms used herein shall have the meaning given such terms in the following rules, regulations, protocols and documents of the indicated governmental authorities (and in the event of any conflict, the applicable term shall be given the definition when first defined in the following order of priority): PURA, the PUCT Substantive Rules, and the ERCOT Protocols.

11.1 "Actual Usage" means the actual amount of electric energy (in kWh) used at the ESI IDs as determined by the TDSP

11.2 "Basis Adjustment" means the difference between the Settlement Point Price for the applicable Hub and the Load Zone Settlement Price Point. This adjustment shall be passed through to Customer either as a cost or as a credit multiplied by Actual Usage of Customer.

11.3 "Delivery Charges" include, but are not limited to: Transmission and Distribution Charges, System Benefit Fund Charge, Nuclear Decommissioning Charge, Competitive Transition Charge, Standard Power Metering Charge, Customer Charge, Merger Savings and Rate Reduction Credit, Excess Mitigation Credit and Utility Imposed Reactive Power Charges.

11.4 "ERCOT" means the Electricity Reliability Council of Texas.

11.5 "ERCOT Protocols" means the document adopted, published and amended from time to time by ERCOT, and approved by the PUCT to govern electric transactions in the ERCOT region, including any attachments or exhibits referenced in the document, which document contains the scheduling, operating, planning, reliability, and settlement policies, rules, guidelines, procedures, standards and criteria of ERCOT, or any successor document thereto.

11.6 "Early Termination Charge" means except as otherwise provided or excused in this Agreement, including any Force Majeure event, if at any time prior to the end of the Term of this Agreement Customer cancels this Agreement and refuses to accept delivery of electric supply from HES for any or all ESI ID(s) identified on Offer Sheet, HES shall have the right to charge Customer an early termination charge equal to an amount determined by the greater of; (a) multiplying the Energy Price times the average monthly usage for the ESI IDs affected (as identified on the Offer Sheet) times the Termination Months; or (b) multiplying the remaining unused forecasted volumes times the positive difference between (i) (If HES is the Defaulting Party) Termination Price less the Energy Price; or (ii) (If Customer is the Defaulting Party) Energy Price less the Termination Price. This Early Termination Charge shall not apply to any Customer termination of this Agreement for any Force Majeure event or any other cancellation or early termination allowed to be made without penalty under this Agreement.

11.7 "ESI IDs" means the Electric Service Identifiers, whether one or more, of the property service addresses identified on the Offer Sheet.

11.8 "Expired Term Price" means as to any ESI ID during any renewal period pursuant to Section 1, one of the following as selected by HES: the greater of (a) the Energy Price as set forth on the Offer Sheet, or (b) Market Rate as determined for all of the ESI IDs and their applicable Congestion Zones and Settlement Intervals.

11.9 "Fixed Energy Price" means as to each ESI ID the per kWh price for such ESI ID as set forth on the Offer Sheet.

11.10 "Index Price" means as to each ESI ID the hourly Load Zone Settlement Point Price established in the Day-Ahead Market as those terms are defined in the ERCOT Protocols in which such ESI ID is located. In no event shall any Load Zone Settlement Point Price interval be less than \$0.00 per kWh.

11.11 "kWh" means kilowatt hour.

11.12 "Market Rate" means one hundred forty percent (140%) of the Index Price determined for any delivery period.

11.13 "Material Change" means (a) any judicial decision, order, new law or regulation, or change in the application of any applicable law that alters the market structure in ERCOT (including the imposition of any installed capacity charge), requires a change in the method by which prices are calculated under this Agreement or materially affects HES' ability to perform its obligations under this Agreement; or (b) a change in Customer operations that adversely affects Customer's load profile (for settlement purposes), or usage pattern.

11.14 "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.

11.15 "PUCT" means Public Utility Commission of Texas.

11.16 "PUCT Substantive Rules" are as set forth in Public Utility Commission Substantive Rules Chapter 25.

11.17 "PURA" means the Public Utilities and Regulatory Act, as amended from time to time.

11.18 "REP" means Retail Electric Provider

11.19 "Taxes" means all taxes, assessments, levies, duties, charges, fees and withholdings of any kind and all penalties, fines, and additions to tax, and interest thereon that are directly related to the services provided under this Agreement and assessed or imposed by federal, state, municipal or local government or other authority. By way of example only, "Taxes" includes: Sales Tax and Franchise Fees.

11.20 "Term" is defined as the time period between the Start Date and the regularly scheduled meter read date in the End Month as specified on the Offer Sheet.

11.21 "Termination Months" means pro-rated three months for each twelve month period remaining in the Term of the Agreement.

11.22 "Termination Price" is defined as the then current price for similarly situated customers for unconsumed forecasted energy. This price shall be determined by HES using commercially reasonable methods.

11.23 "Transmission and Distribution Service Provider" or "TDSP" means an entity regulated by the State of Texas, responsible for transmitting or distributing electric energy to retail customers on behalf of electric retail suppliers like HES.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement effective as of the Effective Date. This Agreement will not become effective as to either Party unless and until executed by both Parties.

City of Overton

Hudson Energy Services, LLC

By: *Ch Evans Jr.*
 Print Name: Ch Evans Jr.
 Title: Mayor
 Date: 1-14-2015

By: _____
 Print Name: _____
 Title: _____

Energy Proposal for:

City of Overton



Texas Association of Energy Providers

20310 Bay Shore Drive Flint, TX 75762
Phone: (903) 218-4900 Fax: (888) 593-4125

Location:
Oncor—1044372000

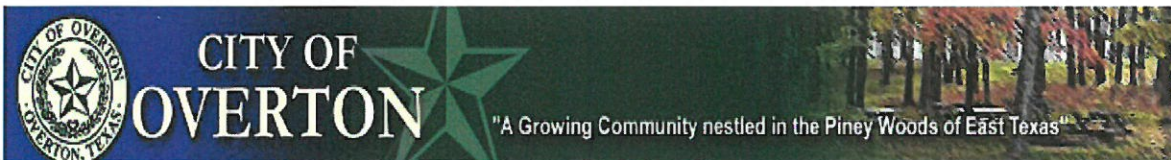
P.O. Drawer D
Overton, TX 75684
Phone 903-834-3171

Rates are only valid for the date of the proposal.

Due to market volatility energy rates change constantly throughout the day. The Texas Association of Energy Providers locks in the lowest rates from the states top Retail Electric Provider's on a daily basis. To request a refreshed rate on the day your company is ready to sign simply contact your TAOEP Rep or email us at processingcenter@taoep.org.

Business Name	Contact Name	Last 12 Months Usage	Current Provider	Current Rate	Expiration Date
City of Overton	Charles Cunningham	1,379,375 kWh	Mid America	6.49	12/2016

Total Term	Hudson Energy	Ameri-power	Frontier Energy	Term Usage	Current Cost @ 6.49	Proposed Cost @	Term Savings VS Current Rate	Term Savings
18 Months	5.39	5.45	5.56	2,069,062 kWh	\$134,282	\$111,522	\$22,760	16.9%
30 Months	5.46	5.53	5.59	3,448,437 kWh	\$223,803	\$188,284	\$35,519	15.8%
43 Months	5.49	5.65	5.69	4,942,760 kWh	\$320,785	\$271,357	\$49,428	15.4%



Date rates are being quoted - 1/14/2015

Start date for electricity - 12/7/2016 start, locking in rates while market is down...

Quote prepared by – Shane Richardson



PUCT License 10092

Offer Sheet for: City of Overton
Offer Number: H15011418091097

Offer for Electric Service: 1/14/2015 -- Expiration Time: 4:00 PM CST
 Please return signed Offer Sheet and Agreement to 1-888-893-9882

Offer Specifics

Term:	43 Month	Start Date:	12/12/2016
Customer Charge:	\$0.00	Avg Monthly Usage:	114,948
Deposit:	\$0.00	Annual Usage:	1,379,375
Payment Term (days):	20	Term Usage:	4,861,061
Fixed Rate Product	Energy Price	Usage Percentage	100%
	\$0.05490		

Included Meters

ESIID	Service Address	Start Date	End Date	Avg kWh/Month	Term Usage	Spcl Mtr Read
10176990001197301	E highway 850 Grdl Overton TX 75684	12/12/2016	06/30/2020	70	3,002	N
10176990001216118	302 E South St Grdl Overton TX 75684	12/12/2016	06/30/2020	80	3,431	N
10176990006884964	1321 A Frnt Overton TX 75684	12/12/2016	06/30/2020	865	37,148	N
10176990006888560	1605 Fm 2089 Overton TX 75684	12/12/2016	06/30/2020	348	14,826	N
10176990006888994	1111 Fm 2089 Overton TX 75684	12/12/2016	06/30/2020	10,087	423,001	N
10176990006892528	@xmas Tree Lights Overton TX 75684	12/12/2016	06/30/2020	0	0	N
10176990006892590	1710 Fm 3053 N Sewr Overton TX 75684	12/12/2016	06/30/2020	911	37,805	N
10176990006898077	302 E South St Overton TX 75684	12/12/2016	06/30/2020	351	13,185	N
10176990006902355	1450 Highway 850 Overton TX 75684	12/12/2016	06/30/2020	14,196	608,634	N
10176990006902417	1409 Highway 850 Overton TX 75684	12/12/2016	06/30/2020	22,831	974,587	N
10176990006905052	505 S Meadowbrook Dr Overton TX 75684	12/12/2016	06/30/2020	1,925	79,880	N
10176990006905083	@st Lighting 100 Hps Stlg Overton TX 75684	12/12/2016	06/30/2020	10,286	436,905	N
10176990006905114	@street Lighting 295 Stlg Overton TX 75684	12/12/2016	06/30/2020	1,278	54,829	N
10176990006905145	@st Lighting 175 W Stlg Overton TX 75684	12/12/2016	06/30/2020	3,468	147,717	N
10176990006905176	@st Lighting 400 Wat Stlg Overton TX 75684	12/12/2016	06/30/2020	3,482	147,998	N
10176990006905207	200 Watt Hps Stlg Overton TX 75684	12/12/2016	06/30/2020	8,802	374,071	N
10176990006905238	Streetlights Stlg Overton TX 75684	12/12/2016	06/30/2020	161	6,863	N
10176990006906323	206 E Main St Dept Fire Overton TX 75684	12/12/2016	06/30/2020	1,209	50,761	N
10176990006909702	@end Warren Overton TX 75684	12/12/2016	06/30/2020	208	9,345	N
10176990006921141	@portable Overton TX 75684	12/12/2016	06/30/2020	236	9,306	N
10176990006921203	@pk For Blue Grass Festival Overton TX 75684	12/12/2016	06/30/2020	2	113	N
10176990006924675	@west Fm 850 Lift Station Overton TX 75684	12/12/2016	06/30/2020	2,115	85,342	N
10176990007394728	402 S Pearl St Overton TX 75684	12/12/2016	06/30/2020	1,138	45,614	N
10176990007397983	1961 Highway 850 Overton TX 75684	12/12/2016	06/30/2020	324	13,660	N

Initial: *PLC*



PUCT License 10092

Offer Sheet for: City of Overton
Offer Number: H15011418091097

Offer for Electric Service: 1/14/2015 -- Expiration Time: 4:00 PM CST
 Please return signed Offer Sheet and Agreement to 1-888-893-9882

ESIID	Service Address	Start Date	End Date	Avg kWh/Month	Term Usage	Spcl Mtr Read
10176990007453225	Pk For Blue Grass Fest Overton TX 75684	12/12/2016	06/30/2020	0	0	N
10176990007528803	1200 S Commerce St Overton TX 75684	12/12/2016	06/30/2020	24,956	1,048,532	N
10176990007649579	505 S Lakeshore Dr Sewr Overton TX 75684	12/12/2016	06/30/2020	422	17,202	N
10176990007766170	110 Allen St Overton TX 75750	12/12/2016	06/30/2020	12	532	N
10176990007805013	820 S Frnt Overton TX 75684	12/12/2016	06/30/2020	14	706	N
10176990007885768	5953 Community Bldg Overton TX 75684	12/12/2016	06/30/2020	0	0	N
10176990007885830	5967 Park Riv Overton TX 75684	12/12/2016	06/30/2020	69	2,971	N
10176990006904060	128 E Henderson St Overton TX 75684	12/12/2016	06/30/2020	13	537	N
10176990006903781	238 E South St Overton TX 75684	12/12/2016	06/30/2020	0	0	N
10176990006904618	@henderson And Commerce Overton TX 75684	12/12/2016	06/30/2020	0	0	N
10176990006904680	402 S Pearl St Overton TX 75684	12/12/2016	06/30/2020	0	0	N
10176990007978737	505 S Lakeshore Dr Unit A Overton TX 75684	12/12/2016	06/30/2020	0	12	N
10176990008208075	402 S Pearl St Rv Park Overton TX 75684	12/12/2016	06/30/2020	273	11,318	N
10176990008208106	110 N Rusk St Sirm Overton TX 75684	12/12/2016	06/30/2020	0	0	N
10176990008220475	503 S Lakeshore Dr Overton TX 75684	12/12/2016	06/30/2020	0	0	N
10176990008740376	403 S Commerce St Overton TX 75684	12/12/2016	06/30/2020	4,801	201,228	N

Initial: ACE



PUCT License 10092

Offer Sheet for: City of Overton
Offer Number: H15011418091097

Offer for Electric Service: 1/14/2015 -- Expiration Time: 4:00 PM CST
Please return signed Offer Sheet and Agreement to 1-888-893-9882

To ensure Hudson Energy Services, LLC can accurately serve your energy needs and avoid potential cancellation penalty, please ensure that the ESI ID(s) and start date(s) listed above are correct before signing.

Customer Signature: [Signature]
Customer Name: City of Overton, TX (please print)
Title: Mayor (please print)
Effective Date: 1-15-2015 (please complete with today's date)

This Offer Sheet is not a binding offer to provide electricity and related services, it shall only become binding and enforceable when executed in accordance with the terms & conditions specified in the Agreement and nothing herein shall be deemed to require Hudson Energy Services, LLC to enter into any such agreement.

BASIS ADJUSTMENT

Per Section 11 of the Retail Energy Electricity Service Agreement, Customer acknowledges that an adjustment (either a cost or a credit) will be made as described in the aforementioned Section. Hudson Energy Services, LLC makes no guarantee, representation, or promise regarding the amount of such Basis Adjustment.

CUSTOMER INITIALS: [Initials]

TDSP CHARGE NON-INCLUSION STATEMENT

Customer acknowledges its understanding that regulated transmission and delivery charges are not included in the above pricing and will appear on the Customer's bill as a separate line item. These charges vary by Customer and by TDSP, may change based on regulatory action during the term of the Agreement, and are entirely outside of Hudson Energy Services, LLC's control. Hudson Energy Services, LLC makes no guarantee, representation or promise regarding TDSP charges.

CUSTOMER INITIALS: [Initials]



Texas Sales Tax Exemption Certificate for Electricity Usage

Account Name (as contracted with Hudson Energy) City of Overton

Service Address (all applicable; attach separate list if necessary) _____

City, State, ZIP Code: Overton, TX 75684 Phone (Area Code and Number) 903.834.3171

ESI IDs (all applicable; attach separate list if necessary): _____

Federal Employer Identification Number: 756000630

Exemption (Predominant use utility study NOT REQUIRED)

Customer declares electricity is purchased for the following sales tax exempt purpose – check ONE only:

- Governmental Entity
- Exempt Organization under IRC Code Section 501(c)(3)(4)(8)(10) or (19) – (attach Texas Comptroller letter of Tax Exempt Status)
- Texas Direct Pay Permit – Number _____ (attach copy of certificate).
- Residential use (includes multi-family dwelling or nursing home or condo association as defined in Texas Tax Code 151.317).
- Exploring, producing or transporting material extracted from the Earth: Explain _____
- Agricultural – Electricity used 100% in dairy or poultry operation or pumping water for farm and ranch irrigation.
- Electrical Processes – Electricity used 100% in Electroplating, electrolysis, or cathodic protection.
- Resale – Electricity purchased for resale – Texas sales tax permit number and name _____
- Manufacturing – Electricity used 100% in powering exempt manufacturing equipment and/or in lighting, cooling or heating a manufacturing area during the actual manufacturing or tangible personal property for sale.
- Other, specify reason: _____

Manufacturing Exemption (Predominant use utility study REQUIRED):

Customer declares electricity is purchased for the following sales tax exempt purpose and affirms that a valid and complete predominant use study has been performed which is on file at the following location _____ has been performed showing that _____ percent% of electricity is used for the following sales tax exempt purpose.

- Manufacturing, processing or fabricating tangible personal property for sale
 - Other non-taxable use (specify Texas Tax Code 151. _____)
- To claim this sales tax exemption, the seal of a registered engineer must be affixed to this document or the following completed by an engineer. The engineer does attest that a valid predominant use study has been performed which shows that _____% of the electricity is for processing tangible personal property for sale in the regular course of business.
- Engineer's Name: _____ Having an engineering degree from an accredited engineering college/university certifies the accuracy of the above-mentioned predominant use utility study.
- Engineer's Signature: _____ Date Signed: _____
- Owner's (Customer's) Signature: _____

I understand that I will be liable for payment of sales or use taxes which may become due for failure to comply with the provisions of the Texas Tax Code " Limited Sales Excise, and Use Tax Act; Municipal Sales and Use Tax Act; Sales and Use Taxes for Special Purpose Taxing Authorities; County Sales and Use Tax Act; County Health Services Sales and Use Tax; The Texas Health and Safety Codes; Special Provisions Relating to Hospital Districts, Emergency Services Districts, and Emergency Services in Districts in counties with a population of 125,000 or less, and or all applicable law.

I understand that it is a criminal offense to give this exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate and depending on the amount of tax evaded, the offense may range from a class C misdemeanor to a felony of the second degree.

Authorized Signature: Ken Roemer Date: 1.16.15

Official Title: Finance Director Telephone Number: 903.834.3171

Hudson Energy Services ✕ P.O Box 142109 ✕ Irving, Texas 75014-2109 ✕ Phone: (866) 483-7664 ✕ Fax: (866) 729-3822 ✕ HudsonEnergyCare@hudsonenergy.net

If signed by agent or other representative a Power of Attorney must be included



Dear Customer,

Hudson Energy Services would like to take this opportunity to inform you that the Prompt Payment Act (PPA) may be applicable to you if you are a Texas governmental entity or political subdivision. As a Hudson Energy customer, PPA billable entities can remit payment within 45 days, not incur late fees, and have a special interest rate applicable to late payments as outlined in the PPA (<http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2251.htm>).

To receive PPA billing as a Texas governmental entity or political subdivision, please call us at 866-483-7664 for more information or provide written notice of your classification as a Texas governmental entity or political subdivision to Hudson Energy Services, PO Box 142109, Irving, TX 75014. You may also notify us via email at HUDSONENERGYCARE@HUDSONENERGY.NET. Customer Care representatives are available to answer your questions Monday through Friday from 8AM until 5PM (CST).

Thank you for allowing Hudson Energy to serve you and we look forward to continuing to meet your energy needs.

Sincerely,

Hudson Energy Customer Care

C. R. Evans, Jr.
Mayor - City of Overton

**THIRD PARTY AUTHORIZATION LETTER
FOR
USAGE AND BILLING DATA**

To: Hudson Energy Services, LLC, PUCT License 10092

Please accept this letter as a formal authorization for the below referenced Company ("Hudson Customer") to release energy usage and billing data, and contract documents, for all locations associated with Document Number(s) listed below, to the Third Party Company listed below. This third party authorization letter shall be in effect until the Hudson Customer provides a letter to Hudson Energy Services, LLC that such information shall no longer be released to the Third Party Company.

AUTHORIZATION

I affirm that I have the authority to make and sign this authorization on behalf of my company to release information for all ESIDs associated with this request and the Document Number(s) as listed.

CR Evans, Jr.
(Signature)

Clarence R. Evans, Jr.
(Name, Printed)

City of Overton
(Company)

January 15, 2015
(Date)

DOCUMENT NUMBER(S):

RELEASE INFORMATION TO:

(Third Party Company)

Hudson Energy Customer, please complete the authorization above and fax to:
Hudson Energy Services, LLC
Fax: 888-893-9882