THE STATE OF TEXAS : COUNTY OF WINKLER)

On this the 6th day of August, 2013, the Commissioners' Court of Winkler County, Texas, met in Special Term of Court at the Courthouse in Kermit, Texas, with the following members present, to-wit:

Bonnie Leck County Judge

Billy Stevens Commissioner, Precinct No. 1

Robbie Wolf Commissioner, Precinct No. 2

Randy Neal Commissioner, Precinct No. 3

Billy Ray Thompson Commissioner, Precinct No. 4

Shethelia Reed County Clerk and Ex-Officio Clerk of Commissioners' Court

constituting the entire Court, at which time the following among other proceedings were had:

At 9:00 o'clock A.M. Judge Leck called the meeting to order and the Court entered into Budget Workshop until 10:10 o'clock A.M.

The Court entered into Executive Session in accordance with Section 551.076, Texas Government Code, V.T.C.A., to deliberate the deployment, or specific occasions for implementation, of security personnel or devices. The Court returned to open session at 10:35 o'clock A.M. with the following action being taken:

A motion was made by Commissioner Neal and seconded by Commissioner Stevens to contact Guardian Security regarding cameras and signage for Courthouse in the approximate amount of \$20,000.00 from Courthouse Security Fund; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson

Noes: None

The Court discussed compensation for Interim Juvenile Probation Officer. No action was taken at this time.

At this time the Court took a short recess and then returned to the agenda.

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Commercial Electricity Service Agreement between Winkler County and Direct Energy (bid out by TASB) for twenty-nine (29) month period at the rate of \$0.058470 beginning February 01, 2015 through July 01, 2017; which motion became an order of the Court upon the following vote:

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Ayes: Commissioners Stevens, Wolf, Neal and Thompson

Noes: None



| 8/2/2013 |
|-----------|
| Jan-13 |
| 3,413,000 |
| |

| 12 Month Offer | | 1 29 Month Offer | |
|-------------------|------------|-------------------|------------|
| Fixed Energy Cost | \$0.058050 | Fixed Energy Cost | \$0 056970 |
| TASB Fee | \$0.001500 | YASB Fee | \$0.001500 |
| Total | \$0.059550 | Total | \$0.058470 |
| 17 Month Offer | - + | 40 Month Offer | |
| Fixed Energy Cost | \$0.05531D | Fixed Energy Cost | \$0.057680 |
| TASR Fee* | \$9.001500 | TASB Fee | SD 001500 |
| Total | \$0.056810 | Total | \$0.059180 |

Gualded Schenuing Entry Fees ERCOT ISD Fees Invoice Assure Pass-Through Costs Include

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Cemmercial Electricity Service Agreement including all of the Atlachments, Schodules, and Exhibits attached hereit incorporated herein for all purposes (collectively, his "Agreemeet"), is entered into on August 82, 2013, and is more Direct Energy Debusses. LLC ("Cip") and Country of their ("Customer"), DE entil Customer may hereitaffer be ted to individually as a "Party" or collectively as the "Partilet".

SECTION 1. RETAIL ELECTRIC SIA/S AMD SERVICES

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- SECTION 5: LARLY TERRINATION

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5.5 General Risco. EXCC 34 otherwise regards by Applicable (a.e. 3) notice to be provided under the Applicable provided in the

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County of Winkler After Vida Sympson IOCE Whiker St Kermii, TX 79745 Phone: (432) 556-6658 Fax: 4375256855

With a copy to Legal Department 1001 Liberty Avenue Pittsburgh MA 15222 Moviday through Thursday from 7 QQAM to 7:00PM Eastern Time and Friday 7:00AM to 6:00PM Eastern Time

Any notice required to be provided to TASB inter this Agreement as a non-party to this Agreement shall be sent to Texas Abstriction of School Boards for Ido Juri Chemmons P.O. Box 400 Austin, Texas 18767

- 3.1. Definitions in addition in the forms calmed accordance in loss Aprenient when yet all with visual cashing specific regular of specific as such deposition in the forms calmed accordance in loss Aprenient when yet all with specific regular and provide accordance and in the first amended in the first accordance and in the first accordance and extended accordance accordance and extended accordance and extended accordance and extended accordance and extended accordance acc

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DIRECT ENERGY BUSINESS LLC COUNTY OF WINKLER

| By | By | |
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| Frint Name | PrintName | |
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Terms and Conditions of Service Attachment A

A REPRESENTATIONS AND WARRANTIES

1. COLUMNATE Representations and Warranties. As a repression occurrent to ordining you drawly exerved. Outside the content of the content

B: DISCLAIMERS OF WARRANTIES; LIMITATION OF ...ABILITIES

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8.2 Duty to Mitigate. Tash Party agrees, that in time is buty to mitigate damages and cover arts, that it will be

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8. 11. Covering Law. (I) This Appears in that be appeared by and canadod and write require in accordance with the Covering Circural Circur

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| | Α | motion | was | made | by | Com | missioner | Neal | and | seconded | by |
|-------|------|-----------|--------|-----------|--------|--------|-----------|-------|-------|-----------|----|
| Comi | miss | ioner Tho | ompso | n to a | djourr | n the | meeting; | which | motic | on became | an |
| order | of t | the Court | l upon | the follo | owing | g vote | : | | | | |

| Ayes: | Commissioners Stevens, Wolf, Neal and Thompson |
|-------|--|
| Noes: | None |

MINUTES approved the _____day of ____ , 20

COUNTY CLERK

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