

PUBLIC UTILITIES VENDOR AGREEMENT
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM

The purpose of the Comprehensive Energy Assistance Program ("CEAP") funded from the Low-Income Home Energy Assistance Program ("LIHEAP") grant is to maintain an energy supply to heat and cool the residences of eligible low-income clients.

The Energy Services provider ("Vendor"), agrees to honor the purpose of the CEAP grant and to accept pledges of payment from CEAP agencies only for certified customers to whom Vendor continues to provide energy services. The Energy Assistance Provider ("Agency"), agrees to make payments only for eligible low-income clients.

This vendor agreement is by and between:

Webb County, A political subdivision of the State of Texas for the Community Action Agency and
Energy Assistance Provider (Agency)

CHAMPION ENERGY SERVICES, LLC
(Vendor)

Vendor and Agency agree to assist customers in the following counties: WEBB COUNTY

This agreement shall be effective from the 1st day of JAN 2024 for a period not to exceed two years from the effective date. Either party may terminate this agreement by written notice. Such written notice of termination shall not affect any obligation by either party incurred prior to the receipt of such notice. Notice shall be sent via certified mail with return receipt requested.

CHAMPION ENERGY SERVICES,LLC
(Vendor Name)

PO Box 4190 Houston Texas 77210-4190
(Vendor Mailing Address)

WEBB COUNTY C/O Webb County CAA.
(Agency Name)

520 Reynolds,2nd Floor, Laredo,Texas 78040
(Agency Mailing Address)

The Agency named above represents and warrants to Vendor that it is a subrecipient of the Texas Department of Housing and Community Affairs (“TDHCA”) and as such is authorized and has received funding from the TDHCA to provide bill payment assistance service for eligible low-income households.

The Vendor named above represents and warrants that it will apply any payments received from Agency to the account of the customer that the Agency has determined to be eligible under the CEAP guidelines and such is a “Certified Customer”.

Vendor will, with reference to a Certified Customer:

- Extend the CEAP applicant’s energy service for up to five business days while the Agency determines whether the CEAP applicant is eligible pursuant to the CEAP guidelines.
- Upon accepting pledge from Agency for Certified Customer, continue or restore energy service to Certified Customer with no increases in charges, service charges or other charges affecting the total cost of the bill, except as allowed by the stated tariff cost registered with the Public Utility Commission “PUC” and/or Texas Railroad Commission.
- In the event the full past due balance is not paid by the Agency, the Certified Customer must pay the remaining balance on or before the disconnect date stated in the customer’s Disconnect Notice required by PUC regulations in order to avoid disconnection or be eligible for reconnection. Nothing in this agreement requires the Vendor to reconnect the customer upon receipt of a pledge that does not cover the full past due balance or if the customer has already been disconnected by the time the pledge is received by the Vendor.
- Invoice the Certified Customer in accordance with Vendor’s normal billing practices.
- Upon verbal or written request from Agency, provide at no cost to the Agency the Certified Customer’s billing and usage history for previous twelve months, or available history plus monthly estimates if less than twelve months of billing history and usage is available. Vendor will transmit such billing history via electronic mail or facsimile as soon as possible, but no later than forty-eight hours following the request.
- Work with Agency and Certified Customer to explore the feasibility of offering flexible payment arrangements that may include, without limitation, waiving security deposits, reconnect fees, application fees, and all other fees whenever possible.
- Not discriminate against Certified Customer in price or services, including the availability of deferred payment plans, level or average payment plans, discount, budget, advance payment or other credit plans.
- Not refuse to provide energy service or otherwise discriminate in the marketing and provision of energy service to any Certified Customer because of race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, financial status, location

of customer in an economically distressed geographic area, or qualification for low-income or energy-efficiency services.

- Allow Agency forty-five days from the date of the pledge to forward payment to the Vendor. Vendor agrees not to consider the portion of the Certified Customer's account to be paid by the Agency delinquent if said payment is received within the above mentioned forty-five day period, and Vendor is provided with a verbal or signed pledge from the Agency within forty-five days of identifying a Certified Customer.
- Not interrupt service if Certified Customer is eligible under PUC regulations, or other state agency regulations (as applicable), and enters into an agreement with the Vendor concerning how the Certified Customer will pay the balance owed Vendor and the Certified Customer is meeting the obligation under such agreement.
- If the Agency has paid for an initial deposit or similar refundable instrument, upon the termination of service to the Certified Customer, the Vendor shall return funds including interest (after any balance owed) to the Agency in accordance with PUC regulations or 10 Texas Administrative Code §6.312(f) (as applicable).

The Agency will:

- Obtain written permission for Agency to request and have access to customer information, including confidential or personal account information, credit and payment history, from customers seeking Agency's assistance. Social Security numbers are not required for the CEAP program and may not be disclosed to Agency.
- Provide to Vendor, at Vendor's request, customer's written permission for Agency's access to customer information as stated above.
- Not provide pledges on behalf of a Certified Customer to Vendor without having adequate funds to pay such pledge.
- Pay pledges within forty-five days of making pledge to Vendor.
- Determine if a customer is a Certified Customer within five days of contacting Vendor.
- Provide Vendor a list of names, telephone numbers and e-mail addresses of Agency staff designated to make pledges on behalf of the Agency and Certified Clients, if requested from Vendor.

The terms of any confidential transaction under this agreement or any other information exchanged by the Agency and Vendor relating to any transaction shall not be disclosed to any person not employed or retained by the Agency or Vendor, their affiliates, or brokers, except to the extent disclosure is 1) required by law; 2) necessary to disclose to the other party in connection with a dispute between the parties; 3) otherwise permitted by written consent of the other party; 4) required by guarantors to be disclosed; 5)

information which must be disclosed to a third party to transmit energy; 6) to meet reliability council, regulatory, administrative, judicial, governmental, or regulated commodity exchange requirements where necessary; or 7) information which was or is hereafter in the public domain (except by breach of this Agreement).



DocuSigned by:

Michael Sullivan

November 15, 2023

20E327209E96465...
Authorized Vendor Signature Date

Michael Sullivan President and CEO

Typed Name of Authorized Signature Title

877-653-5090

Vendor (Area Code) Telephone Number

info@championenergyservices.com

Vendor Email Address

Authorized Agency Signature Date

Tano E. Tijerina

Webb County Judge

Typed Name of Authorized Signature Title

956-523-4600

Agency (Area Code) Telephone Number


Certificate Of Completion

Envelope Id: F1504B5DD0644571944CF4FCCDB5E1DA	Status: Completed
Subject: Complete with DocuSign: CHAMPION VA 2024.pdf	
Source Envelope:	
Document Pages: 4	Signatures: 1
Certificate Pages: 5	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Disabled	Joshua Christopher
Time Zone: (UTC-06:00) Central Time (US & Canada)	717 Texas Ave.
	Houston, TX 77002
	Joshua.Christopher@calpine.com
	IP Address: 4.49.79.26

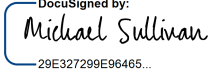
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Status: Original	Holder: Joshua Christopher	Location: DocuSign
11/15/2023 8:57:22 AM	Joshua.Christopher@calpine.com	

Signer Events

Signer Events	Signature	Timestamp
Joshua Christopher joshua.christopher@calpine.com Counsel II Champion Energy Services, LLC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 4.49.79.26	Sent: 11/15/2023 9:04:40 AM Viewed: 11/15/2023 9:04:48 AM Signed: 11/15/2023 9:04:51 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Michael Sullivan Michael.Sullivan@champion.energy President Champion Energy Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 172.59.231.35 Signed using mobile	Sent: 11/15/2023 9:04:40 AM Viewed: 11/15/2023 9:05:58 AM Signed: 11/15/2023 9:06:09 AM
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Electronic Record and Signature Disclosure:
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ID: c6e3f585-b204-4f4e-a6e4-9df37b27f73b

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/15/2023 9:04:41 AM
Certified Delivered	Security Checked	11/15/2023 9:05:58 AM
Signing Complete	Security Checked	11/15/2023 9:06:09 AM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	11/15/2023 9:06:09 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Calpine Corporation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: gus.dahu@calpine.com

To advise Calpine Corporation of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at gus.dahu@calpine.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request paper copies from Calpine Corporation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to gus.dahu@calpine.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to gus.dahu@calpine.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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Acknowledging your access and consent to receive and sign documents electronically

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- Until or unless you notify Calpine Corporation as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Calpine Corporation during the course of your relationship with Calpine Corporation.