

EXHIBIT A-1 – Heat Rate

ELECTRIC SUPPLY CONFIRMATION

This Electric Supply Confirmation is entered into this ___ day of _____, 20__ (“Confirmation Effective Date”), by and between _____ (“Supplier”) and _____ (“Customer”) (hereinafter collectively referred to as the “Parties”) regarding the purchase and sale of electric energy and related services pursuant to and subject to _____ Electricity Contract – Terms and Conditions dated _____, 20__ by and between the Parties (the “Master Agreement”). Terms not defined herein shall have the meaning given in the Master Agreement.

Service Term. Supplier shall provide retail electric service during the Service Term, which shall start with the date of the first reading of the meters on each respective ESI ID set forth in Addendum I hereto by the TDSP on or after _____, and shall end for each ESI ID upon the date of the first reading of the respective ESI ID meters by the TDSP on or after _____.

If service continues beyond the Service Term, the ESI IDs will continue to be served on a month-to-month basis where Supplier will charge Customer the Index Market Rate, plus TDSP charges as defined and specified in the ERCOT Protocols and the applicable TDSP’s Tariff in effect as of the date of the Master Agreement incurred in connection with delivery of energy to the delivery points specified in Addendum I hereto for as long as service continues.

Contract Price: Customer shall pay Supplier the Contract Price per kWh of electric energy consumed in each monthly billing cycle of the Service Term. The Contract Price shall be an amount defined as:

Contract Price = [(Natural Gas Index × Heat Rate) + Retail Adder] ÷ 1,000 [expressed in kWh/MWh]

Where Heat Rate is in units of mmBtu/MWh and is as follows:

Heat Rate: _____/MMBtu/MWh

The Retail Adder is in units of \$/MWh and is as follows:

Retail Adder: \$_____/MWh

The Contract Price includes ALL Electricity Related Charges. It does not include Delivery Charges, Discretionary Charges, gross receipt taxes or PUCT assessment taxes, which will be passed through on Customer's invoice with no mark up.

CONVERSION PRICE(S): Buyer may fix the Natural Gas Index as to all or part of the monthly electricity quantities listed on Addendum I, in increments as small as twenty-five percent (25%), by accepting a quote from Supplier for gas supply for each of any of the remaining months in the Supply Term as provided below (each such accepted quote a "Conversion Price"). If multiple months, or parts thereof, are converted at one time, then the weighted average of the Conversion Price for each month will be the "Conversion Price" for such month. Supplier agrees that the quote provided by Supplier will be within one cent (\$0.01) of the then-current NYMEX gas ask price for the volume requested and for the months being fixed for a sufficient amount of energy necessary to supply the electricity in question, using the heat rate conversion factor provided above.

Any election by Customer to lock-in a Conversion Price must be made (a) by telephone on the day that the election is made, on the same telephone call, after being informed of such price quote(s) by Supplier; provided, that Customer shall request all quote(s) by telephone no later than 1:00 pm Eastern Prevailing Time on any day on which the NYMEX is open for trading (b) prior to the Deadline Date as defined below, and (c) on a Recording made in compliance with this provision. Supplier shall use commercially reasonable efforts, subject to market conditions, to promptly obtain such price quote(s) and shall provide such price quote(s) to Customer by telephone, and Customer shall, on the same telephone call, after being informed of such price quote(s), immediately accept or reject such price quote(s). The Parties agree that they may transact upon a Conversion Price based upon their oral or written agreement. The Parties hereby consent to the creation of a tape or other electromagnetic recording (individually, a "Recording" and collectively, the "Recordings") of all telephone conversations between the Parties. The Parties agree that such Recordings shall be retained in confidence, secured from improper access, and may be introduced in any proceeding relating to this Agreement as evidence of the terms of the Conversion Price. The Parties agree and hereby waive any further notice of such Recording. The Parties further waive any objections to the validity or enforceability of such Recordings for the purposes recited above, based upon: (a) whether certain agreements are to be in writing or signed by the party bound thereby; or (b) the admissibility of the terms of a transaction into evidence in any dispute between the Parties under the applicable rules of evidence. Supplier will provide Customer written terms for each such Conversion Price. The Parties agree to promptly review the written terms and notify the other of any discrepancies between the Recording and writing. If there is a conflict between the terms as quoted and agreed upon in the Recording and the written terms, the Recording shall control until the written terms are corrected.

Customer may request that Conversion Prices execute automatically based on applicable NYMEX Gas pricing reaching certain predetermined levels (as specified by Customer). Said pricing levels will be accepted in writing by Supplier (hereinafter the "Limit Order"). Said Limit Order will also include information on the amounts to be locked and the months to be covered by the price locks requested. Limit Orders will stay in effect until the Deadline Date for the months to be covered have passed or until rescinded by Customer via written notice provided to Supplier (effective upon receipt). Upon pricing reaching a Limit Order level, but only if that pricing is

available during the New York Mercantile Exchange Open Outcry hours, Supplier will make commercially reasonable efforts to execute the Limit Order as soon as possible.

Deadline Date. The Deadline Date for any price conversions for any calendar month of the Contract Term shall be 10:00 a.m. Houston time on the NYMEX trading day that is three (3) NYMEX trading days before the beginning of that calendar month. If Customer fails to elect to convert any contract quantities prior to any Deadline Date, Supplier shall use the Default Price (NYMEX Settlement Price) for that calendar month as the conversion price for that calendar month for such unconverted contract quantities.

Conversion Term. Each of Customer's requests and subsequent elections to convert must identify (a) the percentage of the monthly electricity quantities which Customer elects to convert to a Conversion Price and (b) the number of months that the conversion will cover (the "Conversion Term"). Each Conversion Term must be for a minimum of 25% of the month's volume for one (1) month. Monthly conversions do not have to be in any particular order.

Add/Deletes. Customer can add and delete ESI IDs at the Contract Price up to the point at which the average monthly contract volumes, net of all additions and deletions, exceeds 103% or is less than 97% of the annual contract volumes at the time of Master Agreement execution. Any ESI ID additions to this Electricity Supply Confirmation that would cause this threshold to be exceeded may be added at the Contract Price at the sole discretion of the Supplier. If, after the 103% threshold is reached, and Supplier will not add one or more ESI IDs at the Contract Price, then Customer and Supplier may agree to another price or Customer may obtain electrical service from another supplier for the new ESI ID(s) at Customer's sole discretion. For any ESI ID deletions to this Electricity Supply Confirmation that would cause this threshold (i.e., below 97% of such monthly contract volumes) to be exceeded in any annual period (a "Deficiency"), Customer shall pay Supplier the excess of the Contract Value over the Current Retail Market Value for such ESI ID, until the customer adds load to be within the 97% threshold in the same annual period, or Supplier shall pay or credit Customer the Current Retail Market Value over the Contract Price multiplied by the Remaining Anticipated Usage for such ESI ID, until the customer adds load to be within the 97% threshold in the same annual period.

Miscellaneous:

Repair Services Authorization. In the event Customer requires repair services to be performed on the electric transmission, distribution and/or metering equipment located at Customer's facility(ies), Supplier hereby authorizes Customer to contact the local transmission and distribution service provider servicing the geographic region where such facility(ies) are physically located to perform such reasonable repair services. Provided, however, Supplier shall invoice Customer, for the actual costs billed to Supplier by the transmission and distribution service provider for the performance of such repair services.

Regulation Waiver. To the extent permitted by law, Customer hereby waives the Customer Protection Rules as specified in the Public Utility Commission of Texas Substantive Rules Section 25.471 et seq.

Billing Contact Information. All invoices to Customer for service under this Sales Confirmation shall be provided to the person and address specified in the chart following the signature block of this Sales Confirmation.

Definitions. For the purpose of this Exhibit, the following definitions will apply:

“Index Market Rate” means the Spot Energy Price.

"Load Zone" has the meaning set forth in the Texas Nodal Protocols approved by PUCT, as of October 1, 2006, as amended.

"Locational Marginal Price Zonal" or "LMPZ" means the ERCOT Real-Time Settlement Point Price of Energy for a fifteen minute ERCOT settlement interval for the Load Zone in which the Customer Location(s) are located. ERCOT's calculation of this price includes the Real-Time Reserve price for On-Line Reserves determined by ERCOT in accordance with its methodology for implementing the Operating Reserve Demand Curve added on June 1, 2014.

"Meter Read Period" means, for each ESI ID location, (i) the period beginning on the first meter read date on or after _____ and ending on the first meter read date occurring in the following calendar month and thereafter (ii) the period beginning as of the prior period ending meter read date and ending on the meter read date occurring in the following calendar month.

“Natural Gas Index” for each month shall mean:

- a. For each month of the Service Term where Buyer has not converted any volumes to a fixed price (as discussed below), the NYMEX Futures “Settle” price (at the Henry Hub) for the NYMEX natural gas futures contract for such calendar month (the “NYMEX Settle Price”) determined on the applicable Deadline Date or the closest business day prior to the applicable Deadline Date if the Deadline Date is not a Business Day (the “Default Price”); or
- b. For each month where Customer has implemented a Conversion Price for some, but not all, of the month's volumes then the Gas Index Price shall be the weighted average of (1) the Conversion Prices for that month, and (2) the Default Price for all volumes that were not converted to a fixed price; or
- c. For each month where Customer has implemented a Conversion Prices for all of the month's volumes, the weighted average of the one or more Conversion Prices (as defined below) for the applicable month.

"Spot Energy Price" means the Average LMPZ plus \$15.00 per MWh.

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IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Sales Confirmation effective as of the Confirmation Effective Date.

SIGNATURES
Supplier
Signature:
Print Name:
Print Title:
Date:

CUSTOMER:

BY _____

BILLING CONTACT(S)	
*Name:	
*Attn:	
*Street Address:	
*City, State, Zip:	
*Phone Number:	
Fax Number:	
Email:	

*Required Information

ATTACHMENT –

Facilities, Accounts and Quantities:

INSERT LIST OF ACCOUNTS, START DATES, END
DATES AND MONTHLY VOLUMES.