



Control Number: 37919



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**IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER A31250T****AMOUNT:** \$500,000.00**EXPIRATION DATE:** SEPTEMBER 9, 2012

**ISSUING BANK:** COMPASS BANK, REFERRED TO BELOW AS "WE" OR "US"  
24 GREENWAY PLAZA, SUITE 1601  
HOUSTON, TX 77046  
ATTN: INTERNATIONAL TRADE SERVICES

**REP:** SMARTCOM ENERGY SERVICES LLC  
7324 SW FREEWAY, ARENA PLACE 2, SUITE 1715  
REP CERTIFICATE NUMBER 10184  
HOUSTON, TEXAS 77074

**APPLICANT:** SMARTCOM ENERGY SERVICES LLC  
7324 SW FREEWAY, ARENA PLACE 2, SUITE 1715  
HOUSTON, TEXAS 77074

**BENEFICIARY:** PUBLIC UTILITY COMMISSION OF TEXAS, REFERRED TO  
BELOW AS "YOU" OR "BENEFICIARY"  
1701 N. CONGRESS AVENUE  
PO BOX 13326  
AUSTIN, TEXAS 78711-3326  
AUTHORIZED REPRESENTATIVE: EXECUTIVE DIRECTOR OR  
ANOTHER PERSON AUTHORIZED BY THE EXECUTIVE  
DIRECTOR IN WRITING OR AUTHORIZED BY  
COMMISSION RULE.

WE HEREBY ESTABLISH IN THE FAVOR OF THE PUBLIC UTILITY COMMISSION OF TEXAS, EFFECTIVE IMMEDIATELY, OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. A31250T ("LETTER OF CREDIT") FOR THE ACCOUNT OF APPLICANT IN THE AMOUNT OF \$500,000.00.

FUNDS UNDER THIS LETTER OF CREDIT ARE AVAILABLE FOR PAYMENT TO YOU UPON PRESENTATION TO US OF AN ORIGINAL OR PHOTOCOPY OF THIS LETTER OF CREDIT AND ANY EFFECTIVE AMENDMENT TO THIS LETTER OF CREDIT, AND YOUR WRITTEN DEMAND FOR PAYMENT, SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE BENEFICIARY, MARKED "DRAWN UNDER COMPASS BANK LETTER OF CREDIT NO. A31250T" AND CONTAINING THE TEXT "WE HEREBY CERTIFY TO YOU THAT \$\_\_\_\_\_ IS DUE AND OWING TO US BY REP, UNDER AND IN ACCORDANCE WITH PUBLIC UTILITY COMMISSION OF TEXAS RULES." SUCH PRESENTATION MAY BE MADE (I) IN PERSON AT COMPASS BANK, (II) BY FIRST CLASS CERTIFIED AND REGISTERED U.S. MAIL, OR (III) BY OVERNIGHT MAIL.

FUNDS MAY BE DRAWN BY YOU UNDER THIS LETTER OF CREDIT, IN ONE OR MORE DRAWINGS, IN AMOUNTS NOT EXCEEDING IN THE AGGREGATE THE AMOUNT SPECIFIED ABOVE.

UPON YOUR PRESENTATION TO US IN CONFORMITY WITH THE FOREGOING, WE WILL, NOT LATER THAN THE CLOSE OF BUSINESS ON THE THIRD BANKING DAY AFTER SUCH PRESENTATION, BUT WITHOUT ANY OTHER DELAY WHATSOEVER, IRREVOCABLY AND WITHOUT RESERVE OR CONDITION ISSUE PAYMENT INSTRUCTIONS TO THE FEDERAL RESERVE WIRE TRANSFER SYSTEM IN PROPER FORM TO TRANSFER THE FULL AMOUNT DEMANDED BY YOU TO THE ACCOUNT AT THE BANK DESIGNATED BY YOU IN THE DEMAND. THE TRANSFERRED FUNDS WILL BE IMMEDIATELY AVAILABLE TO YOU IN THE ACCOUNT WE ARE DIRECTED TO PAY. WE AGREE THAT IF, ON THE EXPIRATION DATE OF THIS LETTER OF CREDIT, THE OFFICE OF THE ISSUING BANK SPECIFIED ABOVE IS NOT OPEN FOR BUSINESS, THIS LETTER OF CREDIT WILL BE DULY HONORED IF THE

DEMAND IS PRESENTED BY YOU WITHIN ONE (1) FULL BANKING DAY AFTER SUCH OFFICE IS REOPENED FOR BUSINESS.

THIS LETTER OF CREDIT SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE YEAR PERIODS FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE UNLESS, AT LEAST 90 DAYS PRIOR TO ANY SUCH DATE, WE SEND THE BENEFICIARY NOTICE AT THE ABOVE STATED ADDRESS BY OVERNIGHT COURIER THAT WE ELECT NOT TO EXTEND THIS LETTER OF CREDIT BEYOND THE INITIAL EXPIRATION DATE OR ANY EXTENDED EXPIRATION DATE THEREOF.

THE STATED AMOUNT OF THIS LETTER OF CREDIT MAY BE INCREASED OR DECREASED, AND THE EXPIRATION DATE OF THIS LETTER OF CREDIT MAY BE EXTENDED (IF THE EXPIRATION DATE HAS NOT BEEN AUTOMATICALLY EXTENDED AS PROVIDED ABOVE), BY AN AMENDMENT TO THIS LETTER OF CREDIT IN THE FORM OF ATTACHMENT A.

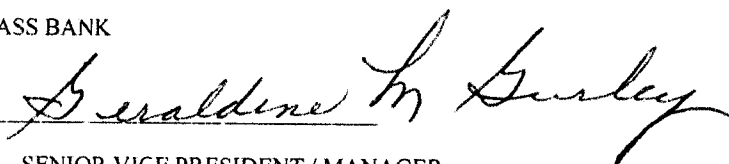
WE HEREBY ENGAGE WITH YOU THAT YOUR DEMANDS FOR PAYMENT IN CONFORMITY WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED AS SET FORTH ABOVE. ALL FEES AND OTHER COSTS ASSOCIATED WITH THE ISSUANCE OF AND ANY DRAWINGS AGAINST THIS LETTER OF CREDIT WILL NOT REDUCE THE AMOUNT PAYABLE UNDER THIS LETTER OF CREDIT. THE AMOUNTS OF ANY ACTUAL DRAWINGS AGAINST THIS LETTER OF CREDIT WILL REDUCE THE BALANCE BY SUCH AMOUNTS.

EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THIS LETTER OF CREDIT IS ISSUED SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998 (ISP98), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590. FOR MATTERS NOT ADDRESSED BY ISP98, THIS LETTER OF CREDIT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

YOURS FAITHFULLY,

COMPASS BANK

BY



TITLE: SENIOR VICE PRESIDENT / MANAGER

DIRECT TELEPHONE NUMBER (713) 499-8640

ATTACHMENT A

**LETTER OF CREDIT AMENDMENT**

**IRREVOCABLE STANDBY LETTER OF CREDIT NO. A31250T**

**ORIGINAL ISSUE DATE: SEPTEMBER 9, 2011**

**AMENDMENT SEQUENCE:** [INSERT 1<sup>ST</sup> AMENDMENT, 2<sup>ND</sup> AMENDMENT, ETC.]

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HOUSTON, TX 77046  
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**BENEFICIARY:** PUBLIC UTILITY COMMISSION OF TEXAS  
1701 N. CONGRESS AVENUE  
PO BOX 13326  
AUSTIN, TEXAS 78711-3326

THE ABOVE REFERENCED IRREVOCABLE STANDBY LETTER OF CREDIT IS HEREBY AMENDED AS FOLLOWS:

\_\_\_\_ THE AMOUNT IS INCREASED/DECREASED FROM \$ \_\_\_\_\_ TO \$ \_\_\_\_\_.  
\_\_\_\_ THE EXPIRATION DATE IS EXTENDED FROM [INSERT CURRENT EFFECTIVE EXPIRATION DATE]  
TO [INSERT DATE NOT LESS THAN ONE YEAR BEYOND CURRENT EFFECTIVE EXPIRATION DATE].

ALL OTHER TERMS AND CONDITIONS OF THE LETTER OF CREDIT REMAIN UNCHANGED.

YOURS FAITHFULLY,

COMPASS BANK

BY \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

DIRECT TELEPHONE NO. \_\_\_\_\_