

**AMENDED AND RESTATED
TEXAS ENERGY EFFICIENCY MARKET AGREEMENT**

BY AND BETWEEN

[]

AND

ONCOR ELECTRIC DELIVERY COMPANY LLC

DATED _____, 20__

ARTICLE 1: EFFECTIVE DATE

The effective date of this Amended and Restated Texas Energy Efficiency Market Agreement ("Agreement") is _____, 20__ ("Effective Date").

ARTICLE 2: PARTIES

- A. COMPANY
ONCOR ELECTRIC DELIVERY COMPANY LLC, a Delaware limited liability company
- B. PARTICIPANT
The entity or individual listed on the signature page hereto.

ARTICLE 3: PURPOSE

The purpose of this Agreement is to define the general terms and conditions that will apply in the event COMPANY selects PARTICIPANT to perform services or participate in a project (any such tasks, "TEEM Projects") as part of COMPANY's Texas Energy Efficiency Market Program ("TEEM Program"). The specific terms of any TEEM Projects will be set forth in a separate Program Addendum created pursuant to Article 5 of this Agreement ("Program Addendum").

COMPANY, by execution of this Agreement, does not in any way agree that PARTICIPANT is a qualified service provider eligible to participate in the TEEM Program and execution of this Agreement does not in any way obligate COMPANY to allow PARTICIPANT to participate in the TEEM Program in any capacity. Execution of this Agreement by PARTICIPANT does not obligate PARTICIPANT to apply to or actually participate in the TEEM Program.

This Agreement amends, restates and supersedes any and all other Texas Energy Efficiency Market Agreement(s) entered into by the parties, and any such prior Texas Energy Efficiency Market Agreement between the parties shall have no further force and effect.

ARTICLE 4: DEFINITIONS

- A. COMPANY Group
The term "COMPANY Group" means COMPANY, its majority investor, Energy Future Holdings Corp., and all subsidiaries and affiliates of Energy Future Holdings Corp., and all officers, directors, equity holders, associates, related firms and entities, employees, servants and agents of both COMPANY and each such subsidiary or affiliate.
- B. PARTICIPANT Group
The term "PARTICIPANT Group" means PARTICIPANT, all subcontractors of any tier employed by PARTICIPANT, and all affiliated or related firms and entities, officers, directors, partners, limited partners, equity holders, associates, employees, servants and agents of each.

ARTICLE 5: PROGRAM ADDENDUM

COMPANY may, from time to time, approve TEEM Projects to be completed by PARTICIPANT as part of the TEEM Program. Such TEEM Projects shall be described in a Program Addendum that shall include, to the extent applicable:

- (i) Identification of any specific programs, projects and/or services within the TEEM Program that will constitute the TEEM Projects;

- (ii) Any applicable TEEM Program manuals, scopes of work or other documents that govern the TEEM Projects;
- (iii) Any project assumptions, including, but not limited to, obligations of COMPANY to provide any resources, information, access, intellectual property, decisions, facilities and services or to perform any actions in connection with or in support of the TEEM Projects beyond those provided in this Agreement or any applicable TEEM Program Manual; and
- (iv) Any other information or agreements deemed relevant by the parties.

Each Program Addendum shall be executed by both parties. Each Program Addendum shall reference this Agreement and is incorporated by reference into, and shall be deemed a part of, this Agreement. PARTICIPANT will perform the TEEM Projects contemplated by each Program Addendum. Nothing in this Agreement shall constitute a commitment of either party to enter into any particular Program Addendum. Further, COMPANY reserves the right to obtain services or work similar to the TEEM Projects from any other participant in the TEEM Program, in COMPANY's sole discretion.

ARTICLE 6: TERM OF AGREEMENT

This Agreement will be in full force and effect from its Effective Date until terminated pursuant to this Agreement; provided, however, that (i) all provisions of this Agreement shall remain in full force and effect with respect to any Program Addendum entered into before the termination of this Agreement, and (ii) the provisions contained in the paragraphs entitled "Confidential and Proprietary Information," "Ownership," "Warranty," "Intellectual Property" and "Indemnification" will survive such termination.

ARTICLE 7: FINANCIAL INCENTIVES AND PAYMENT

Financial incentives or other compensation available in connection with PARTICIPANT's performance of authorized TEEM Projects and COMPANY'S payment for such TEEM Projects shall be in accordance with TEEM Program policies as set forth in the applicable TEEM Program manual for such TEEM Projects or as otherwise referenced in the Program Addendum for such TEEM Projects.

ARTICLE 8: TAXES

To the extent required by law, PARTICIPANT will comply with all federal, state, or municipal laws, rules and regulations regarding taxes and the payment of taxes, until all of its TEEM Projects have been completed, including, without limitation, social security, state unemployment insurance, gross receipts taxes, withholding taxes, and income tax. PARTICIPANT will furnish, upon request by COMPANY, satisfactory evidence of its compliance.

ARTICLE 9: POLICY MANUALS AND OTHER DOCUMENTATION

Any TEEM Program manual and/or scope of work referenced in a Program Addendum, written approvals by Company and any documentation required to be completed by or applicable to PARTICIPANT pursuant to such TEEM Program manual, scope of work or Program Addendum, including any applications required to be completed by PARTICIPANT in order to participate in any TEEM Projects, shall be incorporated by reference into, and shall be deemed a part of, this Agreement. In the event the terms of any such documentation conflict with this Agreement, the terms of this Agreement will control.

ARTICLE 10: INDEPENDENT CONTRACTOR RELATIONSHIP

PARTICIPANT will act as and be deemed to be an independent contractor. Neither PARTICIPANT nor any of its employees will act as, nor be deemed to be, an agent or employee of COMPANY. Subject to TEEM Program guidelines, PARTICIPANT will have the sole right to control and directly supervise the method, manner and details of performance of the TEEM Projects.

ARTICLE 11: CONFIDENTIAL AND PROPRIETARY INFORMATION

PARTICIPANT acknowledges and agrees that the TEEM Projects may relate to matters that are highly confidential and proprietary to COMPANY. Without the written consent of COMPANY, PARTICIPANT will not divulge to any third party, including any affiliate of COMPANY, any information obtained from or through COMPANY that relates to the technical or business activities of COMPANY or COMPANY Group (including, without limitation, information pertaining to any customer of COMPANY or COMPANY Group), that is labeled or otherwise marked as confidential or proprietary or is otherwise developed by PARTICIPANT in connection with its performance of the TEEM Projects, unless: (1) the information is known to PARTICIPANT prior to obtaining it from COMPANY; (2) the information is, at the time of disclosure by PARTICIPANT, then in the public domain; (3) the information is obtained by PARTICIPANT from a third party who did not receive it directly or indirectly from COMPANY and who has no obligation of secrecy with respect to that information; or (4) disclosure is, as advised by Participant's legal counsel, required by law or regulation; provided, however, that to the extent permitted by applicable law or regulation, you shall provide COMPANY with prompt written notice of any such requirement so that Company may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this agreement.

If so requested by COMPANY, PARTICIPANT further agrees to require its employees, agents or subcontractors to execute a nondisclosure agreement prior to performing any TEEM Projects under this Agreement.

ARTICLE 12: RECORDS AND RIGHT TO AUDIT

PARTICIPANT shall maintain its books in accordance with generally acceptable accounting principles and all other records related to its performance under this Agreement. For four (4) years or, in the case of a government entity subject to a law or regulation regarding records retention, the time period required by such records retention law or regulation, following payment of the final incentives/compensation for TEEM Projects, COMPANY will have the right to examine, reproduce and audit these books and records, at any reasonable time, to the extent COMPANY deems necessary to verify the accuracy and reasonableness of invoices, PARTICIPANT's performance of any TEEM Projects or PARTICIPANT's compliance with this Agreement. In the event a COMPANY audit discloses a discrepancy between invoices and the books and records, PARTICIPANT agrees to promptly refund any overpayment by COMPANY.

ARTICLE 13: ASSIGNMENT

PARTICIPANT will not assign any of the rights or responsibilities arising from this Agreement to any individual or entity without first having obtained the written approval of COMPANY.

ARTICLE 14: WARRANTY

PARTICIPANT agrees and warrants that its employees, agents and subcontractors will perform all TEEM Projects in accordance with commercially reasonable high standards, and with a level of care, skill, knowledge and judgment required or reasonably expected of firms or persons performing comparable services, and in strict accordance with this Agreement.

PARTICIPANT warrants further that its employees, agents and subcontractors assigned to perform any part of the TEEM Projects possess the education, experience and skills required for the satisfactory and participant performance of all TEEM Projects.

ARTICLE 15: INDEMNIFICATION

(a) Except as otherwise prohibited by law, PARTICIPANT agrees to and will defend, protect, indemnify and hold harmless COMPANY Group from and against all claims, losses, expenses, attorneys' fees, damages, demands, judgments, causes of action, suits, and liability in tort, contract, or any other basis and of every kind and character whatsoever (collectively, "Claims"), for personal injury or death of any member of PARTICIPANT Group, arising out of or incident to or related in any way to, directly or indirectly, this Agreement, or any TEEM Projects or materials to be performed or supplied thereunder, or to any activities of any member of PARTICIPANT Group while on any premises actually or allegedly owned, controlled, or operated by COMPANY, including, but not limited to, Claims arising out of or resulting from (1) any condition of the premises, (2) separate operations being conducted on the premises, or (3) the imperfection or defective condition, whether latent or patent, of any material or equipment sold, supplied, or furnished by COMPANY; and further, **IT IS THE EXPRESS INTENT OF THE PARTIES THAT, FOR THE PURPOSES OF THIS ARTICLE 15(A), CLAIMS, AND PARTICIPANT'S OBLIGATIONS TO DEFEND, PROTECT, INDEMNIFY, AND HOLD HARMLESS, WILL INCLUDE, BUT NOT BE LIMITED TO, CLAIMS ARISING OUT OF OR RESULTING FROM COMPANY GROUP'S SOLE OR CONCURRENT (1) NEGLIGENCE, (2) STRICT LIABILITY, OR (3) OTHER FAULT OF ANY NATURE.**

(b) Except as otherwise prohibited by law, for all Claims except those for personal injury or death of any member of PARTICIPANT GROUP within the scope of Section 15(a), PARTICIPANT agrees to and will defend, protect, indemnify, and hold harmless COMPANY Group from and against any and all Claims arising out of or incident to or related in any way to, directly or indirectly, this Agreement, or any TEEM Projects or materials to be performed or supplied thereunder, or to any activities of any member of PARTICIPANT Group while on any premises actually or allegedly owned, controlled, or operated by COMPANY, including, but not limited to, Claims arising out of or resulting from (1) any condition of the premises, or (2) separate operations being conducted on the premises, or (3) the imperfection or defective condition, whether latent or patent, of any material or equipment sold, supplied, or furnished by COMPANY; and further, **IT IS THE EXPRESS INTENT OF THE PARTIES THAT, FOR THE PURPOSES OF THIS ARTICLE 15(B), PARTICIPANT'S OBLIGATIONS TO DEFEND, PROTECT, INDEMNIFY, AND HOLD HARMLESS, WILL INCLUDE, BUT NOT BE LIMITED TO, CLAIMS ARISING OUT OF OR RESULTING FROM COMPANY GROUP'S CONCURRENT (1) NEGLIGENCE, (2) STRICT LIABILITY, OR (3) OTHER FAULT OF ANY NATURE.**

(c) Except as otherwise prohibited by law, to the extent necessary to permit COMPANY to enforce any term, clause, or condition of this Agreement, PARTICIPANT agrees that with respect to any Claims brought against COMPANY Group, PARTICIPANT will and does hereby waive as to COMPANY Group any defense it may have by virtue of the workers' compensation laws of any state.

ARTICLE 16: WAIVER OF CONSEQUENTIAL DAMAGES

Neither party will be liable to the other in contract, tort, or on any other basis, for any consequential damages of any nature, including, but not limited to, lost profits or revenues, loss of customer goodwill, business interruption costs, overhead costs, costs of capital, or loss of use of money. Consequential

damages also include attorneys' fees, except as otherwise specifically provided for in this Agreement. It is expressly understood that this paragraph will be subjugated to, and will not limit or otherwise affect in any manner, PARTICIPANT's obligations to indemnify and hold harmless COMPANY Group as provided for in the Indemnification and Intellectual Property provisions of this Agreement.

ARTICLE 17: TERMINATION

Subject to the survival of certain provisions as set forth in Article 6 of this Agreement, the parties may terminate this Agreement or any specific TEEM Projects or Program Addendum upon giving written notice to the other party of such termination. The notice of termination will specify the effective date of any termination and the TEEM Projects or any part of the TEEM Projects to be terminated, or alternatively, that this Agreement is terminated in its entirety.

Any termination of this Agreement will result in the termination of Participant's participation in the TEEM Program.

ARTICLE 18: INTELLECTUAL PROPERTY

PARTICIPANT will obtain permission to use any and all intellectual property that may be required in order for PARTICIPANT to perform the TEEM Projects. This permission will include all necessary licenses and governmental approvals.

Except as otherwise prohibited by law, PARTICIPANT will hold harmless and indemnify COMPANY Group and, at COMPANY's option, defend COMPANY Group from and against any and all fines, penalties, losses, liabilities, damages, claims, and costs (including reasonable attorneys' fees and court costs), arising out of or incurred as a result, directly or indirectly, of any alleged or actual infringement or violation of any actual or alleged intellectual property right, including any patent, copyright or trade secret, by intellectual property provided by PARTICIPANT in the performance of TEEM Projects.

In addition, if any claim is brought alleging infringement or the violation of any intellectual property right, PARTICIPANT will avoid any further possible infringement of the intellectual property right in question. PARTICIPANT will seek to resolve the claim in consultation with COMPANY, either by means of alternative arrangements for the TEEM Projects, or by obtaining permission to use the intellectual property in question.

If PARTICIPANT fails to obtain permission for COMPANY to continue to use the intellectual property in question, or fails to provide a suitable replacement with equal or greater functionality, then PARTICIPANT agrees to refund fees paid by COMPANY related to such intellectual property.

ARTICLE 19: DEFAULT AND REMEDIES

PARTICIPANT acknowledges and agrees that under this Agreement and any additional agreements or contracts entered into by the parties the following will constitute an "Event of Default": (a) failure of PARTICIPANT to maintain any necessary permits, licenses or insurance required pursuant to the agreement documents; (b) PARTICIPANT's submission to COMPANY of any false, misleading or inaccurate information or documentation with respect to this Agreement and application for or implementation of PARTICIPANT's performance in the TEEM Program; (c) Modifications to any electronic, hard copy forms or documentation of COMPANY or the Public Utilities Commission of Texas without the prior written consent of COMPANY; (d) failure of either party in a material fashion to perform or observe any of the material terms, conditions or provisions of this Agreement or any other TEEM Program documents or agreements which failure materially adversely affects the other party; or (e)

PARTICIPANT's assignment or subcontracting of all or part of the duties required under this Agreement or any related agreements or Program Addendums without the prior written consent of COMPANY.

Each party acknowledges and agrees that if an Event of Default occurs, the non-defaulting party shall be entitled to exercise any and all remedies provided for by law or in equity, including the right to terminate this Agreement and any Program Addendums.

ARTICLE 20: GOVERNING LAW

This Agreement will be governed by, construed and enforced in accordance with the laws of the State of Texas. The parties agree that the proper venue and jurisdiction for any cause of action relating to the Agreement will be in Tarrant County, Texas, unless such cause of action is within the jurisdiction of the Public Utilities Commission of Texas, in which case proper venue and jurisdiction will be at the Public Utilities Commission of Texas.

ARTICLE 21: NON-WAIVER OF RIGHTS

A waiver by either party of any breach of this Agreement or the failure of either party to enforce any provisions of this Agreement will not in any way affect, limit or waive that party's right to enforce and compel strict compliance as to future activities.

ARTICLE 22: SEVERABILITY

In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful or unenforceable provision as possible, and the Agreement, as so modified, will continue to be in full force and effect.

ARTICLE 23: PUBLICITY

Except as required by law or regulation, PARTICIPANT may not release any information relating to this Agreement for publication, advertising or any other purpose without the prior written approval of COMPANY. Each party is expressly prohibited from using the other's name, logo, brand or other intellectual property in any publication, advertising or promotion without Company's prior written approval.

ARTICLE 24: BINDING ON SUCCESSORS AND ASSIGNS

This Agreement will inure to the benefit of and be binding upon the undersigned parties and entities and their respective legal representatives, successors, and assigns.

ARTICLE 25: INSURANCE

PARTICIPANT will, at its sole expense, purchase and maintain, and require its subcontractors to purchase and maintain, during the term of this Agreement, insurance policies with substantial and sound insurers authorized to do business in Texas, having coverages of the types and in the amounts specified in the applicable TEEM Program manual for such TEEM Projects or a specific Program Addendum. The requirements as set forth in the applicable TEEM Program manual for such TEEM Projects or a specific Program Addendum as to types and limits of insurance, as well as COMPANY's approval of insurance

coverage to be maintained by PARTICIPANT are not intended to and will not in any manner limit or qualify the liabilities and obligations assumed by PARTICIPANT under this Agreement. Original notices of cancellation, expiration or modifications of such policies will be delivered to the COMPANY address as set forth in the "Notices" section of this Agreement. The insurance requirements in this Article 25 may be met, at COMPANY's option and in COMPANY's sole discretion, by a self insurance program satisfactory to COMPANY.

ARTICLE 26: NOTICES

All notices from one party to the other will be deemed to have been delivered if hand delivered or sent by facsimile, electronic mail, overnight delivery service or regular United States mail, postage prepaid, to the address set forth on the signature page to this Agreement.

ARTICLE 27: PERMITS AND LICENSES

PARTICIPANT will obtain, prior to the commencement of any TEEM Projects, and provide to COMPANY upon request, all permits, licenses and governmental authorizations, at its sole expense, required for the performance of such TEEM Projects. PARTICIPANT will be solely responsible for maintaining compliance with such permits, licenses and governmental authorizations.

ARTICLE 28: COMPLIANCE WITH LAWS

PARTICIPANT warrants and represents that it is knowledgeable of and will comply with all applicable Federal, State and local laws, rules, decrees, orders, regulations, by-laws, ordinances, codes and regulatory requirements, that may in any manner affect the conduct of the TEEM Projects, including all environmental laws and regulations.

ARTICLE 29: AMENDMENTS

Except as otherwise provided in this Agreement, no changes, modifications, amendments, supplements or any other provisions will be valid unless agreed to in writing and signed by the parties.

ARTICLE 30: ENTIRETY OF AGREEMENT

This Agreement, together with any and all attachments or documents incorporated into it, including pursuant to Article 9 of this Agreement, constitutes the entire Agreement between the parties, and all prior negotiations, undertakings, understanding and agreements between the parties relating to TEEM Projects are merged into this Agreement.

The parties have signed this Agreement acknowledging their agreement to its provisions as of the Effective Date. Each party represents and warrants that its undersigned signatory is duly and properly authorized to execute this Agreement on behalf of such party.

[INSERT PARTICIPANT LEGAL NAME,]

[INSERT PARTICIPANT LEGALENTITY TYPE, EX: "A TEXAS CORPORATION"]

By: _____
Signature

Name: _____

Title: _____

Date: _____

Address for notices:

Email: _____

Attn: _____

ONCOR ELECTRIC DELIVERY COMPANY LLC,
a Delaware limited liability company

By: _____
Signature

Name: _____

Title: _____

Date: _____

Address for notices:

1616 Woodall Rodgers
Suite 5M-018
Dallas, TX 75202
Email: Amanda.townsend2@oncor.com
Attn: Amanda Townsend