NEXTera ENERGY SERVICES

Gexa ENERGY™ a subsidiary of NextEra Resources

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (as it may be amended from time to time, the "Agreement") is made as of this _16_ day of February, 2017 (the "Effective Date"), by and between M & L Service Providers, LLC (the "Consultant"), and the following affiliates of NextEra Energy Services, LLC, a Delaware limited liability company (not a Party to this Agreement):

Texas:

Texas: Gexa Energy, LP;

US North:

Connecticut: NextEra Energy Services Connecticut, LLC;
District of Columbia: NextEra Energy Services District of Columbia, LLC;
Delaware: NextEra Energy Services Delaware, LLC;
Illinois: NextEra Energy Services Illinois, LLC;
Maine: NextEra Energy Services Maine, LLC;
Maryland: NextEra Energy Services Maryland, LLC;
Massachusetts: NextEra Energy Services Massachusetts, LLC;
New Hampshire: NextEra Energy Services New Hampshire, LLC;
New Jersey: NextEra Energy Services New Jersey, LLC;
New York: NextEra Energy Services New York, LLC;
Ohio: NextEra Energy Services Ohio, LLC;
Pennsylvania: NextEra Energy Services Pennsylvania, LLC; and
Rhode Island: NextEra Energy Services Rhode Island, LLC.

Each of such affiliates has as its principal place of business the following address: 20455 SH 249 -- Suite 200, Houston, Texas 77070. The affiliates are collectively referred to herein as the "Company". The Consultant and Company are herein referred to as a "Party" or collectively as the "Parties").

WHEREAS, the Company is licensed to provide retail electricity services in each jurisdiction in which it operates.

WHEREAS, Company desires Consultant to market and promote Company's retail electricity services to potential customers in the jurisdictions where the Company is licensed to provide such services.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration which is hereby expressly acknowledged, the Parties agree as follows:

ARTICLE I
TERM

1.1 Term of Agreement. Except as otherwise set forth herein, this Agreement shall be effective for a primary term of one (1) year commencing on the Effective Date, and shall continue month to month thereafter unless and until terminated by either Party at the end of the primary term or any month thereafter on thirty (30) days prior written notice to the other Party.

ARTICLE II
CONFIDENTIALITY

2.1 Confidentiality. Each Party agrees to keep confidential and not to use or to disclose to any third party at any time except as expressly authorized in writing by the other Party or as required by law, any secrets or confidential technology, proprietary information, customer or client lists, price lists, or trade secrets of the other Party received in connection with the performance of this Agreement that should reasonably have been understood by the recipient, because of legends or other markings, the circumstances of disclosure or the nature of the information itself, to be proprietary or confidential to such disclosing Party; provided, that nothing herein shall prevent disclosure to such Party's officers, directors, employees and

representatives who need to know such information in connection with performance of this Agreement and have agreed to keep such information confidential in accordance with this Agreement; provided, further that no information shall be subject to the obligations of confidentiality set forth herein which (i) is or becomes public other than as a result of disclosure by the recipient, (ii) was known to the recipient prior to disclosure in connection herewith, (iii) becomes available to the recipient on a non-confidential basis from a source not known to be bound by confidentiality obligations with respect thereto, or (iv) is independently developed by the recipient.

2.2 No Public Disclosure. Consultant shall not make any public disclosures regarding the marketing services it performs hereunder without the express prior approval of Company. Consultant shall refrain from discussing with or in any way disclosing to others any information, knowledge, or data of a confidential or proprietary nature obtained in providing the services hereunder, without the prior written consent of the Company.

ARTICLE III
NON-EXCLUSIVITY

3.1 Non-Exclusivity. Nothing contained herein shall prevent Company from using other consultants of any nature to also market and promote Company's electric service and/or to procure electric service business. Nothing contained herein shall prevent Consultant from marketing and promoting the electric service provided by other suppliers or representing other electric customers.

ARTICLE IV
DUTIES

4.1 Duties. Consultant shall provide marketing services on a timely basis and shall at all times act in a professional and workmanlike manner. The marketing services shall include, but not be limited to, referring customers to the Company, providing pricing and terms to customers, administering contracts and associated documents, and returning executed documents to the Company.

4.2 Independent Contractor. Consultant agrees to perform the marketing services as an independent contractor and not as a subcontractor, agent or employee of the Company, its parent, subsidiaries or affiliates. Consultant is not granted any right or authority or responsibility expressed, implied or apparent on behalf of or in the name of the Company to bind or act on behalf of the Company.

ARTICLE V
INDEMNIFICATION

5.1 Indemnification. Each Party agrees to hold harmless, defend, and indemnify the other from any and all losses, claims, demands, liability, costs, or expenses, including but not limited to, reasonable costs of litigation and attorney's fees, which arise out of any act or omission of the indemnifying Party in connection with or arising from the obligations contained in this Agreement.

ARTICLE VI
COMPLIANCE WITH ALL LAWS

6.1 Compliance. Each Party to this Agreement shall comply with all laws relating to its separate business operations. Without limitation of the foregoing, Consultant represents and warrants to Company that Consultant has, and shall at all times maintain during the term of this Agreement, all permits, licenses, authorizations and approval necessary for Consultant to perform this Agreement.

ARTICLE VII
INDEPENDENT PARTIES

7.1 Independent Parties. Nothing contained herein shall be construed as establishing a joint venture or partnership between the Parties. Each Party to this Agreement shall have no control over the other Parties manner or method in which it performs its services, except as expressly provided herein.

ARTICLE VIII
BUSINESS STANDARDS AND TAXES

8.1 Business Standards. Each Party in performing its obligations under this Agreement shall establish and maintain appropriate business standards, procedures, and controls, including those necessary to avoid any real or apparent impropriety or adverse impact on the interest of the other. Any use of the Company's name or logo must be approved in writing by the Company.

8.2 Taxes. Consultant shall be solely responsible for the payment, wherever payable, of all taxes incurred by Consultant in connection with its performance of the marketing services, including, but not limited to, (a) all withholding, social security and other taxes of Consultant's employees, if any, and (b) all taxes with respect to Consultant's compensation hereunder.

ARTICLE IX
COMPENSATION

9.1 Compensation. The Company will pay Consultant a fee for marketing services as set forth below for each customer represented by Consultant that successfully executes the Company's form of Business Electricity Authorization and Terms of Service (the "BEA") for electricity service with the Company. It is the responsibility of Consultant to use the most current form of BEA as of the customer's BEA execution date; provided that "BEA" shall also refer herein to such different form of electricity supply agreement prescribed by the customer and which the Company is willing to enter into. For each fee agreed to by the Company and Consultant (including with respect to any renewal of a BEA or subsequent BEA), the Company shall complete and provide to Consultant a document substantially in the form set forth in Exhibit A hereto, which form may be subject to change by the Company from time to time as ("Confirmation of Fee"). The Confirmation of Fee does not require execution by the Parties. If Consultant fails to dispute any Confirmation of Fee in writing or via email to the Company within fifteen (15) business days after the Confirmation has been received by Consultant, such Confirmation of Fee shall be deemed to correctly reflect the Parties' agreement, absent manifest error. The Parties agree not to contest any such Confirmation of Fee based on the statute of frauds or any law requiring agreements to be in writing. The Term set forth in the Confirmation of Fee is the period of the fixed term for electricity supply under the applicable customer agreement. No fee is payable to Consultant for electricity supply continuing on a month-to-month basis after expiration of the fixed term. Any conflict or inconsistency between this Agreement and a Confirmation of Fee shall be governed by the Confirmation of Fee.

The fee shall be paid with respect to each payment of customer's bill for electricity services within thirty (30) days after such payment of customer's bill for electricity service has been received by the Company. Company reserves the right to refuse to provide service to any customer for any reason including but not limited to credit standards. The Company and Consultant may agree, from time to time, to alternative fee payment structures; provided that such alternative fee payment structures will be in writing and executed by the Company and Consultant and attached to this Agreement as an Addendum. The Company shall not owe Consultant any fee with respect to any amount of a customer's bill for electricity services where such amount is not received by the Company for any reason, including, without limitation, termination of the BEA or electricity services with such customer for any reason.

9.2 Renewal of BEA – Customer Not Represented By Consultant. Any fee payable to Consultant for any customer shall cease, and the Company shall no longer be obligated to pay such fee to Consultant under this Agreement, if such customer (a) renews the existing BEA or executes a new BEA with Company upon or after termination of the existing BEA, and (b) elects not to use Consultant to procure electric service in connection with such renewal of the BEA or execution of a new BEA.

9.3 Renewal of BEA – Customer Represented By Consultant. In the event that the initial term of a customer's BEA is due to expire, the Company may contact the customer directly within the sixty (60) day period immediately prior to the expiration date of the initial term of the BEA. At that time, the Company may (a) notify customer that the initial term of the current BEA is about to expire, (b) obtain updated customer contact information and (c) advise customer to contact Consultant to obtain contract renewal pricing. If such customer has not renewed its BEA with the Company through Consultant as its representative on or before the fifteenth (15th) day immediately prior to the expiration of the initial term of the customer's BEA or made other mutually acceptable arrangements with the Company in writing, the Company may renew said customer with notice to Consultant and in the event of such renewal, the Company shall owe Consultant no fees with regard to such customer.

9.4 Customer Dispute. In the event a customer disputes or contests service as a result of, arising out of or in connection with any action of Consultant or its agents or employees, including any purported misrepresentation by Consultant, the Company shall, in addition to all other legal rights and remedies, have the right to offset against any fee(s) owed to Consultant, any damages, costs, penalties, fines or expenses which may be incurred by Company associated with such customer dispute.

9.5 Failure of Customer to Pay Company. If a customer fails to pay its first or any subsequent bill, and the Company has paid any fee(s) for such customer's account attributable to the unpaid bill(s), Company shall, in addition to all other legal rights and remedies, have the right to offset against any fee(s) owed to Consultant the amount of paid fees attributable to such bill(s) that the customer failed to pay Company. No fee shall be due or paid to Consultant for any customer that is no longer using the services of the Company for any reason including a customer with an outstanding delinquent balance due Company for which the Company must initiate any type of collection proceeding (regardless whether the proceeding is through internal Company collection efforts or through third party efforts). Consultant shall not be entitled to any fee(s) on any monies collected as a result of such collection efforts. Further, if a customer terminates its energy service with the Company and pays the Company all or any part of the early termination fee, settlement amount or liquidated damages, as applicable, Consultant shall not be entitled to receive any fee on such damages.

9.6 Result of Termination. If Consultant breaches any term of this Agreement, the Company shall provide notice to the Consultant of such breach and Consultant shall have five (5) days to cure such breach to the satisfaction of the Company. If Consultant fails to do so, the Company shall have the right to terminate this Agreement immediately. Upon such termination and in addition to any rights that the Company has under this Agreement, at law or in equity, any and all fee(s) due hereunder shall no longer be paid to Consultant by the Company.

ARTICLE X
MISCELLANEOUS PROVISIONS

10.1 Additional Assurances. The provisions of this Agreement shall be self-operative and shall not require further agreement by the Parties except as may be specifically provided to the contrary in this Agreement; provided, however, at the request of Company, Consultant shall execute such additional instruments and take such additional acts as Company may deem necessary to effectuate this Agreement.

10.2 Consents, Approvals, and Discretion. Except as expressly provided to the contrary in this Agreement, whenever any consent or approval is required to be given by either Party under this Agreement, or either Party must or may exercise discretion, the Parties agree that such consent or approval shall not be unreasonably withheld or delayed and such discretion shall be reasonably exercised.

10.3 Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and the State of Texas, County of Harris shall be the venue for any litigation, special proceeding, or other proceeding as between the Parties that may be brought, or arise out of, in connection with or by reason of this Agreement. With regard to any suit, action or proceeding relating to this Agreement, each Party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect thereof.

10.4 Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective legal representatives, successors, and assigns; provided, however, that Consultant may not assign this Agreement or any or all of his rights or obligations hereunder without prior written consent of Company, which consent shall not be unreasonably withheld or delayed.

10.5 Waiver of Breach. The waiver by Company or Consultant of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver by Company or Consultant of any subsequent breach of the same or other provision hereof.

10.6 Notice. Any notice or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered to the receiving Party by prepaid registered mail, courier service or facsimile at the address or facsimile number set forth below (or to such other address and number as a Party may designate). Notice delivered by prepaid registered mail shall be deemed to have been received at the end of the third business day after the date of mailing, or such earlier time as is confirmed by the receiving Party, except that when there is a strike affecting delivery of mail, all notices shall be delivered by courier or by facsimile. Notice delivered by courier shall be deemed to have been received on the business day after it was sent or such earlier time as is confirmed by the receiving Party. Notice

sent by facsimile shall be deemed to have been received at the close of the business day on which it was transmitted (or, if transmitted after the close of business, then on the next business day) or such earlier time as is confirmed by the receiving Party.

If to Consultant:

Consultant Name:	M & L Service Providers, LLC__
Street Address:	134 Leonard Street__
City, State and Zip:	Lakewood, NJ 08701__
Attention:	Moishe Ungarischer__
Office Phone:	732-440-7545__
Cell Phone:	732-552-4915__
Fax:	__
E-mail:	moishe@diamondnrg.com_

If to Company:

Gexa Energy or NextEra Energy Services
20455 SH 249
Suite 200
Houston, Texas 77070
Attention: Contract Administration
Fax: 866-620-4392

10.7 Severability. In the event any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason and in any respect, such invalidity, illegality, or unenforceability thereof shall not affect the remainder of this Agreement, which shall be, in full force and effect, enforceable in accordance with its terms.

10.8 Liability Limitation. **Liability shall be limited to direct, actual damages. In no event shall either Party be liable to the other Party, whether in contract, tort or otherwise for payment of special, indirect, incidental, consequential or similar damages or lost profits.** The liability of each Company affiliate shall be limited to activities solely in the state appearing next to such affiliate's name in the preamble of this Agreement.

10.9 Divisions and Headings. The division of this Agreement into Articles and Sections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Agreement.

10.10 Entire Agreement/Amendment. This Agreement supersedes all previous contracts, and constitutes the entire agreement of whatsoever kind or nature existing between or among the Parties respecting the subject matter and no Party shall be entitled to benefits other than those specified herein. As between or among the Parties, no oral statements or prior written material not specifically incorporated herein shall be of any force and effect. The Parties specifically acknowledge that, in entering into and executing this Agreement, each is relying solely upon the representations and agreements contained in this Agreement and no others. All prior representations or agreements, whether written or oral, not expressly incorporated herein, are superseded and no changes in or additions to this Agreement (except for a Confirmation of Fee) shall be recognized unless and until made in writing and signed by all Parties hereto.

10.11 Exhibit. Exhibit A is attached hereto and incorporated by reference into this Agreement.

10.12 Counterparts. This Agreement may be signed in counterparts, by either an original signature or signature transmitted by facsimile transmission or other similar process, each of which may be deemed an original and all of which together constitute one and the same agreement.

10.13 Survival. Notwithstanding any provision to the contrary contained in this Agreement, the obligations and rights of the Parties under (a) Section 2.1 shall survive expiration or sooner termination of this Agreement for a period of one (1) year after such date of expiration or sooner termination, and (b) Sections 5.1 and 10.8 shall survive expiration or sooner termination of this Agreement for a period of five (5) years after such date of expiration or sooner termination. Any other provisions that contain ongoing obligations of one or more of the Parties subsequent to the termination of the Agreement, including any remedies to enforce those obligations, shall survive expiration or sooner termination of this Agreement, and

continue in full force and effect, binding the Party to which the provisions relate for so long as there remain continuing obligations of that Party under this Agreement. Any claims or causes of action which arise prior to expiration or sooner termination of this Agreement shall survive the termination of this Agreement, and shall continue in full force and effect until the time when all possible applicable statutes of limitations periods have expired.

IN WITNESS WHEREOF, the Parties hereto have caused this Independent Contractor Agreement to be executed as of the Effective Date.

Consultant: M & L Service Providers,LLC

Signature: _____
Print name: Moisie Ungarischer
Title: Owner

Company:
Gexa Energy, LP by Gexa Energy GP, LLC, its General Partner
NextEra Energy Services Connecticut, LLC
NextEra Energy Services District of Columbia, LLC
NextEra Energy Services Delaware, LLC
NextEra Energy Services Illinois, LLC
NextEra Energy Services Maine, LLC
NextEra Energy Services Maryland, LLC
NextEra Energy Services Massachusetts, LLC
NextEra Energy Services New Hampshire, LLC
NextEra Energy Services New Jersey, LLC
NextEra Energy Services New York, LLC
NextEra Energy Services Ohio, LLC
NextEra Energy Services Pennsylvania, LLC
NextEra Energy Services Rhode Island, LLC

Each by its authorized representative:

Signature: _____
Print name: Evan Steiner
Title: VP, Sales

CONSULTANT: PLEASE FAX EXECUTED AGREEMENT TO GEXA ENERGY CONTRACTS ADMINISTRATION AT: 866-620-4392

Exhibit A
to Independent Contractor Agreement
See attached Confirmation of Fee

Confirmation of Fee

Date of Confirmation: _

Company: NextEra Energy Services [insert applicable state] or Gexa Energy (Texas only)

Consultant: __

Pursuant to Section 9.1 of the Agreement, the Company and Consultant agree to the following fee for the following transaction:

1. Customer Name: ___
   Product Type:_ __
   Term: _ _ months
   Estimated average usage: kWh per month
   Estimated Service Commencement Date: __
   Effective Date of Customer's Executed Contract : __

2. Consultant's Fee: $0. per kWh.

This Confirmation of Fee does not require execution by the Parties. As required under the Independent Contractor Agreement, if Consultant fails to dispute any Confirmation of Fee in writing or via email to the Company within fifteen (15) business days after this Confirmation of Fee has been received by Consultant, such Confirmation of Fee shall be deemed to correctly reflect the Parties' agreement, absent manifest error. The Parties agree not to contest any such Confirmation of Fee based on the statute of frauds or any law requiring agreements to be in writing.