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September 19, 2019

**VIA E-MAIL & UPS DELIVERY**

Ms. Rosemary Chiavetta, Secretary ([rchiavetta@pa.gov](mailto:rchiavetta@pa.gov))  
Pennsylvania Public Utility Commission  
400 North Street, Keystone Building  
Harrisburg, PA 17120

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SEP 19 2019

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

***RE: Docket No. A2019-3011913 – Summer Energy Midwest, LLC's Application for an Electric Generation Supplier License***

Dear Secretary Chiavetta:

On July 2, 2019, Summer Energy Midwest, LLC ("Summer Energy") submitted its application to the Commission for an electric generation supplier license. In a letter dated August 6, 2019, which was received by my office on August 13, 2019, the Commission requested that we supplement three of the items included with Summer Energy's July 2nd application. Specifically, the Commission's letter requested that we provide (1) LLC formation documents, (2) documents showing the financial commitment that Summer Energy's parent company is providing to Summer Energy, and (3) a revised tax certification statement with Summer Energy's revenue identification number from the Pennsylvania Department of Revenue.

On the first item, Summer Energy provided as Attachment A to its July 2nd application various corporate filings including Summer Energy's certificate of good standing from the Ohio Secretary of State (as Ohio is the state in which Summer Energy is organized), Summer Energy's foreign registration statement filed with the Pennsylvania Department of State, and Summer Energy's trade/fictitious name form filed with the Pennsylvania Department of State. With this letter, Summer Energy is supplementing those documents by providing its operating agreement.

On the second item, as Summer Energy explained in its July 2nd application, in May 2018, two of Summer Energy's affiliates, Summer Energy, LLC and Summer Energy Northeast, LLC (collectively, "Summer affiliates"), entered into a 36-month agreement with EDF Energy Services, LLC ("EDF Energy") and EDF Trading North America, LLC ("EDF Trading") (collectively, "EDF") that became effective as of April 2018 and terminates in April 2021. Under the agreement, EDF provides all of the power necessary for the Summer affiliates' customers. Specifically, the agreement states that EDF provides the Summer affiliates with a full requirements product, the price of which includes all costs of energy, capacity, and ancillary services for the Summer

Ms. Rosemary Chiavetta  
September 19, 2019  
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affiliates to serve their customers, and EDF provides the Summer affiliates with certain credit facilities to assist the Summer affiliates in the purchase of their electric power and associated service requirements.

On June 19, 2019, the Summer affiliates and EDF amended their arrangement by entering into an Amended and Restated Energy Services Agreement ("Amended Agreement"), a copy of which was provided as Attachment E to Summer Energy's July 2nd application. Among other items, the Amended Agreement added Summer Energy as a party to the arrangement and removed EDF Energy as a party to the arrangement. Further, as part of the Amended Agreement transaction, Summer Energy's parent company, Summer Energy Holdings, Inc. provided EDF Trading with an Amended and Restated Guaranty ("Guaranty"), a copy of which is included with this letter. The Guaranty states that Summer Energy Holdings, Inc. absolutely, unconditionally, and irrevocably guarantees that all of Summer Energy's payments to EDF Trading will be made promptly and, if not, they become the responsibility of Summer Energy Holdings, Inc. As such, the Guaranty provides strong assurances to the Commission and Pennsylvania customers that EDF Trading will make all the power purchases necessary for Summer Energy to meet its commitments to those Pennsylvania customers who decide to enroll with it.

On the third item, Summer Energy has submitted Form PA-100 to the Pennsylvania Department of Revenue. Once the Department processes that form and issues Summer Energy its revenue identification number, we will supplement this response by providing you with a revised tax certification statement containing that number.

We have also enclosed a verification covering the supplemental information described above and enclosed herein.

If you have any questions, please do not hesitate to contact me or my colleagues Chris Skey and Anne McKeon at (312) 715-5000.

Very truly yours,

QUARLES & BRADY LLP

A handwritten signature in black ink, appearing to read 'Adam Margolin', is written over the typed name. The signature is fluid and cursive, with a long horizontal stroke extending to the left.

Adam Margolin

Enclosures

cc: Mr. Stephen Jakab

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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**OPERATING AGREEMENT**

**OF**

**SUMMER ENERGY MIDWEST, LLC**

THIS OPERATING AGREEMENT (this "Agreement") of Summer Energy Midwest, LLC (the "Company"), is made and entered into effective as of May 1, 2019 by the Company and Summer Energy Holdings, Inc., a Nevada corporation, as the sole member of the Company (the "Member").

***THE AGREEMENT***

1. Formation. The Company was formed and organized under Ohio law on December 16, 2013 by filing Articles of Organization (the "Articles"). The Manager shall, when required, file such amendments to or restatements of the Articles, in such public offices in the State of Ohio or elsewhere as the Manager deems advisable to give effect to the provisions of this Agreement and the Articles, and to preserve the character of the Company as a limited liability company.

2. Name; Place of Business; Statutory Office and Agent. The Company shall be conducted under the name of "Summer Energy Midwest, LLC," or such other name as the Manager shall hereafter designate. The principal office and place of business of the Company shall be located at 5847 San Felipe Street, #3700, Houston, Texas 77057. The statutory agent for service of process at the statutory office of the Company shall be Incorp Services Inc. The statutory office of the Company shall be located at 9435 Waterstone Blvd., Suite 140, Cincinnati, Ohio 45249.

3. Purpose. The purpose of the Company is to engage in any lawful activity and exercise all powers necessary to or reasonably connected with the Company's purpose that may be legally exercised by limited liability companies under the laws of Ohio.

4. Statutory Compliance. The Company shall exist under and be governed by, and this Agreement shall be construed in accordance with, the applicable laws of the State of Ohio, specifically the Ohio Revised Code (the "ORC"). The Manager shall execute and file such documents and instruments as may be necessary or appropriate with respect to the conduct of business by the Company.

5. Title to Company Property. All property shall be owned by the Company and, insofar as permitted by applicable law, the Member shall have no ownership interest in the property. Except as otherwise provided by law, an ownership interest in the Company shall be personal property for all purposes.

6. Management of the Company.

6.1. Management and Authority. The business and affairs of the Company shall be managed by its Manager. Except as otherwise provided by applicable law and this Agreement, the Manager shall have sole, exclusive, full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business.

6.2. Number and Tenure of Managers. The Company shall have one (1) Manager. The initial person serving as Manager appointed pursuant to this Section 6.2 is set forth on Exhibit A. The number of Managers shall be fixed from time to time by the Member, but in no instance shall there be less than one Manager. The Manager shall serve at the discretion of the Member and shall be appointed and removed by the Member from time to time and at any time. If more than one person is serving as Manager, then all matters will be decided by simple majority vote. References to "Manager" in this Agreement shall refer to those persons who are serving as Managers if so appointed by the Member.

6.3. Officers. The Manager may appoint one or more individuals as officers of the Company as the Manager deems necessary or desirable to carry on the business of the Company and may delegate to such officers such power and authority as the Manager deems advisable. An officer is not required to be a Member of the Company. Any individual may hold two or more offices of the Company. Each officer shall hold office until his or her successor is designated by the Manager or until his or her earlier death, resignation, or removal. Any officer may resign at any time upon written notice to the Manager. Any officer may be removed by the Manager at any time, with or without cause. A vacancy in any office occurring because of death, resignation, removal, or otherwise may, but need not, be filled by the Manager. The initial persons serving as officers of the Company appointed pursuant to this Section 6.3 shall be those persons set forth on Exhibit A.

6.4. Duties of Manager.

6.4.1. The Manager shall take all actions necessary or appropriate (i) for the continuation of the Company's valid existence as a limited liability company under the laws of the State of Ohio and of each other jurisdiction in which such existence is necessary to protect the limited liability of the Member or to enable the Company to conduct the business in which it is engaged, and (ii) for the accomplishment of the Company's purposes.

6.4.2. The Manager shall devote to the Company such time as may be necessary for the proper performance of all duties of such Manager under this Agreement, but no Manager shall be required to devote full time to the performance of such duties and may have other business interests or engage in other business activities. Neither the Company nor the Member shall have any right, by virtue of this Agreement, to share or participate in other investments or activities of any Manager. No Manager shall incur liability to the Company or to the Member as a result of engaging in any other business or venture.

6.5. Compensation. Compensation of the Manager shall be fixed from time to time by the Member, absent which Manager shall serve without compensation.

6.6. Resignation. Any Manager may resign at any time by giving written notice to the Member. The resignation of a Manager shall take effect 30 days after receipt of such notice unless sooner accepted by the Member or at such later time as shall be specified in such notice, and, unless otherwise specified in such notice, the acceptance of such resignation shall not be necessary to make it effective.

6.7. Vacancies. Any vacancy occurring for any reason in the number of Managers, including by reason of an increase in the number of Managers, shall be filled by the Member. A Manager appointed to fill a vacancy shall hold office until a successor shall be appointed and shall qualify, or until such Manager's earlier death, removal or resignation.

6.8. Meetings, Action Without a Meeting. In the event that more than one person is serving as a manager, then meetings of the Managers may be called by a majority of Managers on no less than 24 hours notice. Managers may meet at any place within or without the State of Ohio as set forth in the notice of the meeting. Managers may act without a meeting by consent in writing signed by Managers who collectively comprise a majority of Managers.

6.9. Liability of the Manager.

6.9.1. The Manager shall not be liable to the Company, in damages or otherwise, for any error of judgment, for any mistake of fact or of law, or for any other act or thing which the Manager may do or refrain from doing in connection with the business and affairs of the Company, except with respect to intentional misconduct or knowing violation of law, and to the extent required by this Agreement, the ORC or other applicable law.

6.9.2. The failure of the Company or the Manager to observe any formalities relating to the management or operation of the Company's business or affairs shall not be grounds for imposing personal liability on the Member.

7. Indemnification of the Member, Manager and Officer(s).

7.1. Generally.

7.1.1. The Company, its receiver or its trustee shall indemnify, save harmless, and pay all judgments and claims against the Member, Manager or officer relating to any liability or damage incurred by reason of any act performed or omitted to be performed by such Member, Manager or officer in connection with the business of the Company, including attorneys' fees incurred by the Member, Manager or officer in connection with the defense of any action based on any such act or omission, which attorneys' fees may be paid as incurred, including all such liabilities under federal and state securities laws (including the Securities Act of 1933, as amended) as permitted by the ORC and other applicable law.

7.1.2. The Company shall indemnify, save harmless, and pay all expenses, costs, or liabilities of the Member, Manager and officer(s) who for the benefit of the Company makes any deposit, acquires any option, or makes any other similar payment or assumes any obligation in connection with any property proposed to be acquired by the Company and who suffers any financial loss as the result of such action.

7.2. Insurance. The Company may purchase and maintain insurance on behalf of any one or more indemnitees under Section 7.1 and such other persons as the Manager shall determine against any liability which may be asserted against or expense which may be incurred by such person in connection with the Company's activities, whether or not the Company would have the power to indemnify such person against such liability or expense under the provisions of this Agreement. The Company may enter into indemnity contracts with indemnitees and adopt written procedures pursuant to which arrangements are made for the advancement of expenses and the funding of obligations under this Section 7.2 and containing such other procedures regarding indemnification as are appropriate.

7.3. Indemnification of Employees and Agents. The Company may indemnify and advance expenses under this Section 7 to an employee or agent of the Company who is not a Member or Manager to the same extent and subject to the same conditions that it may indemnify and advance expenses to a Member or Manager.

8. Rights and Obligations of the Member.

8.1. Limitation on Member's Liabilities.

8.1.1. The Member's liability shall be limited as set forth in this Agreement, the ORC and other applicable law. The Member shall not be bound by, or be personally liable for, the expenses, liabilities or obligations of the Company beyond the amount contributed by the Member to the capital of the Company, except as provided by Section 1705.23 of the ORC.

8.1.2. The Member or any affiliate of the Member may transact business freely with the Company and no transaction with the Company by the Member or any affiliate of the Member shall be void or voidable solely because the Member or any affiliate has an interest, direct or indirect, in the transaction.

8.2. Voting Rights. Except as otherwise specifically set forth in this Agreement, the Member shall have only the voting rights set forth in the ORC.

8.3. Action by Member Without a Meeting. Any action required or permitted to be taken by the Member may be taken with or without a meeting.

8.4. Transfers. The Member is free to sell, assign, convey, pledge or otherwise transfer or encumber its interest in the Company without restriction.

8.5. Withdrawal and Expulsion.

8.5.1. The Member shall not have the right to withdraw from the Company.

8.5.2. The Member may not be expelled from the Company.

8.5.3. If the Member is dissolved or terminated, the powers of the Member may be exercised by its successor or personal representative.

9. Capital Contributions.

9.1. Capital Contributions. The Member's capital contribution shall be set forth on the books and records of the Company. The Member may, but is not required to, contribute such other amounts or property as it may from time to time deem necessary or appropriate.

9.2. Loans. The Member may lend money to the Company as approved by the Member. If the Member lends money to the Company, the amount of any such loan is not an increase in the Member's capital contribution. The amount of any such loan shall be a debt due from the Company to the Member, at such rates and on such terms as may be determined reasonable by the Manager.

10. Distributions. All distributions by the Company shall be made at the discretion of the Manager.

11. Books and Records.

11.1. Availability. At all times during the existence of the Company, the Manager shall keep or cause to be kept complete and accurate books and records appropriate and adequate for the Company's business as required by the ORC. Such books and records, whether financial, operational or otherwise and including a copy of this Agreement and any amendments, shall at all times be maintained at the principal place of business of the Company and made available for examination by the Member as provided in Section 1705.22 of the ORC.

11.2. Tax Returns. The Manager shall cause an accountant to prepare all tax returns which the Company is required to file, if any, and shall file with the appropriate taxing authorities all such returns in a manner required for the Company to be in compliance with any law governing the timely filing of such returns.

11.3. Depositories. The Manager shall maintain or cause to be maintained one or more accounts for the Company in such depositories as the Manager shall select. All receipts of the Company from whatever source received (but no funds not belonging to the Company) shall be deposited to such accounts, and all expenses of the Company shall be paid from such accounts.

12. Dissolution.

12.1. Events Causing Dissolution. The Company shall be dissolved and its affairs wound up upon the earlier to occur of the following:

12.1.1. at such time as the Member determines that the Company should be dissolved; or

12.1.2. upon the entry of a judicial decree ordering winding up and termination under Sections 1705.43 and .47 of the ORC.

12.2. Liquidation of Property and Application of Proceeds.

12.2.1. Winding Up. Upon the dissolution of the Company, the Manager shall wind up the Company's affairs in accordance with the ORC. In winding up the affairs of the

Company, the Manager is authorized to take any and all actions contemplated by the ORC as permissible, including, without limitation:

- 12.2.1.1. prosecuting and defending suits, whether civil, criminal, or administrative;
- 12.2.1.2. settling and closing the Company's business;
- 12.2.1.3. liquidating and reducing to cash the property as promptly as is consistent with obtaining its fair value;
- 12.2.1.4. discharging or making reasonable provision for the Company's liabilities; and
- 12.2.1.5. distributing the proceeds of liquidation and any undisposed property.

12.2.2. Distribution of Proceeds. Upon the winding up of the Company, the Manager shall distribute the proceeds and undisposed property as follows:

12.2.2.1. to creditors, including the Member if the Member is a creditor (to the extent and in the order of priority provided by law) in satisfaction of liabilities of the Company, whether by payment or the making of reasonable provisions for payment thereof; and

12.2.2.2. thereafter, to the Member.

### 13. Miscellaneous.

13.1. Amendment. This Agreement may only be amended by the Member in writing.

13.2. Severability. In the event of the invalidity of any provision of this Agreement, such provision is deemed stricken from this Agreement, which will continue in full force and effect as if the offending provision were never a part of this Agreement.

13.3. Applicable Law. Notwithstanding the place where this Agreement may be executed by any of the parties, the parties expressly agree that all the terms and provisions of this Agreement are construed under and governed by the laws of the State of Ohio.

13.4. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to matters set forth in this Agreement and supersedes any prior understanding or agreement, oral or written, with respect to such matters.

13.5. Captions. Captions and headings contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or prescribe the scope of this Agreement or the intent of any provision.

13.6. Person and Gender. The masculine gender includes the feminine and neuter genders and the singular includes the plural.

13.7. Benefits and Burdens. The terms and provisions of this Agreement are binding upon, and inure to the benefit of, the successors, assigns, personal representatives, estates, heirs and legatees of the Member.

**IN WITNESS WHEREOF**, the Member and the Company have executed this Agreement as of the date first above written.

**MEMBER:**

Summer Energy Holdings, Inc.

By: Jaleea George  
Name: Jaleea George  
Title: Chief Financial Officer

**THE COMPANY:**

Summer Energy Midwest, LLC

By: Neil Leibman  
Name: Neil Leibman  
Title: Manager

**EXHIBIT A**

**Manager:** Neil Leibman

**Officers:**

**Chief Executive Officer**

**President**

**Chief Financial Officer, Secretary**

**Neil Leibman**

**Angela Hanley**

**Jaleea George**

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**SEP 19 2019**

**PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU**

**AMENDED AND RESTATED GUARANTY**

THIS AMENDED AND RESTATED GUARANTY (as amended, restated, supplemented or otherwise modified from time to time, this "Guaranty"), dated as of June 19, 2019, by **Summer Energy Holdings, Inc.**, a Nevada corporation (the "Guarantor"), as guarantor, in favor of **EDF Trading North America, LLC**, a Delaware limited liability company (the "Counterparty").

1. Guaranty. In connection with (i) that certain ISDA Master Agreement, dated as of May 1, 2018 and Schedule thereto and Credit Support Annex thereto, among Summer Energy Northeast, LLC, a Texas limited liability company and a wholly-owned subsidiary of the Guarantor ("Summer NE"), Summer Energy, LLC, a Texas limited liability company and a wholly-owned subsidiary of the Guarantor ("Summer"), Summer Energy Midwest, LLC, an Ohio limited liability company and a wholly-owned subsidiary of the Guarantor ("Summer Midwest", and, collectively with Summer and Summer NE, the "Obligors", and each, an "Obligor"), and the Counterparty (as amended, restated, supplemented or otherwise modified from time to time, the "ISDA Agreement"), and (ii) that certain Energy Services Agreement, dated as of May 1, 2018, among the Counterparty and the Obligors (as amended, restated, supplemented or otherwise modified from time to time, the "Facility Agreement"), the Guarantor hereby unconditionally and irrevocably guaranties to the Counterparty and its successors and assigns the prompt payment when due, subject to any applicable grace period under each of the ISDA Agreement and the Facility Agreement, of all present and future obligations and liabilities of all kinds of each Obligor to the Counterparty arising out of each of the ISDA Agreement, the Facility Agreement, any Credit Support Document (as defined in the ISDA Agreement) and any and all other agreements, instruments, and documents described or referenced in such agreements or delivered in connection therewith, of each Obligor in respect thereof (collectively, the "Obligations"). Capitalized terms used and not otherwise defined herein have the respective meanings provided for them in the ISDA Agreement.

2. Absolute Guaranty. The Guarantor's obligations hereunder shall not be affected by the genuineness, validity or enforceability of the Obligations or any instrument evidencing any Obligations, or by the existence, validity, enforceability, perfection, or extent of any collateral therefor or by any other circumstance relating to the Obligations which might vary the risk of the Guarantor or otherwise constitute a defense to this Guaranty. Further, the Guarantor shall not be discharged, nor shall its liability be affected, by any other circumstance that might otherwise constitute a legal or equitable discharge or defense of a guarantor. The Counterparty makes no representation or warranty in respect of any such circumstance and has no duty or responsibility whatsoever to the Guarantor in respect of the management and maintenance of the Obligations or any collateral therefor. The Counterparty shall not be obligated to file any claim relating to the Obligations in the event that either Obligor becomes subject to a bankruptcy, reorganization or similar proceeding, and the failure of the Counterparty so to file shall not affect the Guarantor's obligations hereunder. This Guaranty constitutes a guaranty of payment when due and not of collection. In the event that any payment by either Obligor or the Guarantor in respect of any Obligations is rescinded or must otherwise be returned for any reason whatsoever, the Guarantor shall remain liable hereunder in respect of such Obligations as if such payment had not been made.

3. Consents, Waivers and Renewals. The Guarantor agrees that the Counterparty may at any time and from time to time, either before or after the maturity thereof, without notice to or further consent of the Guarantor, extend the time of payment of, exchange or surrender any collateral for, or renew any of the Obligations, and may also make any agreement with either Obligor or with any other party to or person liable on any of the Obligations, or interested therein, for the extension, renewal, payment, compromise, discharge or release thereof, in whole or in part, or for any modification of the terms thereof or of any agreement between the Counterparty and either Obligor or any such other party or person, without in any way impairing or affecting this Guaranty. The Guarantor agrees that the Counterparty may resort to the Guarantor for payment of any of the Obligations, whether or not the Counterparty shall have resorted to any collateral security, or shall have proceeded against any other obligor principally or secondarily obligated with respect to any of the Obligations.

4. Expenses. The Guarantor agrees to pay on demand all out-of-pocket expenses, including without limitation the reasonable fees and disbursements of Counterparty's counsel, in any way relating to the enforcement or protection of the rights of the Counterparty hereunder; *provided*, that the Guarantor shall not be liable for any expenses of the Counterparty if no payment under this Guaranty is due.

5. Subrogation. The Guarantor shall not exercise any rights which it may acquire by way of subrogation in consequence of its payment of any of the Obligations until all the Obligations shall have been indefeasibly paid in full. If any amount shall be paid to the Guarantor in violation of the preceding sentence, such amount shall be held in trust for the benefit of the Counterparty and shall forthwith be paid to the Counterparty to be credited and applied to the Obligations, whether matured or unmatured. Subject to the foregoing, upon payment of all the Obligations, the Guarantor shall be subrogated to the rights of the Counterparty against either Obligor, and the Counterparty agrees to take at the Guarantor's expense such steps as the Guarantor may reasonably request to implement such subrogation.

6. Continuing Guaranty. This Guaranty is absolute and unconditional and shall remain in full force and effect and be binding upon the Guarantor, its successors and assigns until all the Obligations have been satisfied in full. If any of the present or future Obligations are guaranteed by persons, partnerships or corporations in addition to the Guarantor, the death, release or discharge, in whole or in part, or the bankruptcy, liquidation or dissolution of one or more of them shall not discharge or affect the liabilities of the Guarantor under this Guaranty.

7. No Waiver; Cumulative Rights. No failure on the part of the Counterparty to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Counterparty of any right, remedy or power hereunder preclude any other or future exercise of any right, remedy or power. Each and every right, remedy and power hereby granted to the Counterparty or allowed it by law or other agreement shall be cumulative and not exclusive of any other, and may be exercised by the Counterparty from time to time.

8. Waiver of Notice. The undersigned waives notice of the acceptance of this Guaranty, presentment to or demand of payment from anyone whomsoever liable upon any of the Obligations, presentment, promptness, diligence, order, notice of nonpayment by either Obligor, demand, notice of dishonor, protest, notice of any sale of collateral security and all other notices whatsoever.

9. Representations and Warranties.

- (a) The Guarantor is a Nevada corporation duly organized, validly existing and in good standing under the laws of Nevada and has full corporate power to execute, deliver and perform this Guaranty.
- (b) The execution, delivery and performance of this Guaranty have been and remain duly authorized by all necessary corporate action and do not contravene any provision of the Guarantor's articles of incorporation or by-laws, as amended to date, or any law, regulation, rule, decree, order, judgment or contractual restriction binding on the Guarantor or its assets.
- (c) All consents, licenses, clearances, authorizations and approvals of, and registrations and declarations with, any governmental authority or regulatory body necessary for the due execution, delivery and performance of this Guaranty have been obtained and remain in full force and effect and all conditions thereof have been duly complied with, and no other action by, and no notice to or filing with, any governmental authority or regulatory body is required in connection with the execution, delivery or performance of this Guaranty.
- (d) This Guaranty constitutes the legal, valid and binding obligation of the Guarantor enforceable against the Guarantor in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles.

10. Assignment. Neither the Guarantor nor the Counterparty may assign its rights or interests or delegate its obligations hereunder to any other person without the prior written consent of the Guarantor or the Counterparty, as the case may be; provided, however, that the Counterparty may assign its rights, interests and obligations hereunder to an assignee or transferee to which it has transferred its interests and obligations under the ISDA Agreement pursuant to Section 6(b) or Section 7 thereof.

11. Governing Law and Jurisdiction. (a) **THIS GUARANTY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WITHIN SUCH STATE, WITHOUT REFERENCE TO CHOICE OF LAW DOCTRINE.**

(b) With respect to any suit, action or proceedings relating to this Guaranty ("Proceedings"), the Guarantor irrevocably:

(i) submits to the non-exclusive jurisdiction of the courts of the State of New York and the United States District Court located in the Borough of Manhattan in New York City; and

(ii) waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over Guarantor.

Nothing in this Guaranty precludes Counterparty from bringing Proceedings in any other jurisdiction nor will the bringing of Proceedings in any one or more jurisdictions preclude the bringing of Proceedings in any other jurisdiction.

(c) The Guarantor irrevocably consents to service of process given in the manner provided for notices in Section 13 of this Guaranty. Nothing in this Guaranty will affect the right of the Counterparty to serve process in any other manner permitted by law.

12. Taxes. Any and all payments by the Guarantor hereunder shall be made without deduction or withholding for any taxes, except as required by applicable law. If any applicable law requires the deduction or withholding of any tax from any such payment, then the Guarantor shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant governmental authority in accordance with applicable law, and the sum paid by Guarantor to Counterparty shall be increased as necessary so that after such deduction or withholding has been made Counterparty receives an amount equal to the sum it would have received had no such deduction or withholding been made.

13. Notices. Any notice or other communication to Guarantor in respect of this Guaranty may be given in any manner set forth below to the address or number or in accordance with the electronic messaging system details provided below and will be deemed effective as indicated:

(i) if in writing and delivered in person or by courier, on the date it is delivered;

(ii) if sent by facsimile transmission, on the date that transmission is received by a responsible employee of the recipient in legible form (it being agreed that the burden of proving receipt will be on the sender and will not be met by a transmission report generated by the sender's facsimile machine);

(iii) if sent by certified or registered mail (airmail, if overseas) or the equivalent (return receipt requested), on the date that mail is delivered or its delivery is attempted; or

(iv) if sent by electronic messaging system, on the date that electronic message is received,

unless the date of that delivery (or attempted delivery) or that receipt, as applicable, is not a business day or that communication is delivered (or attempted) or received, as applicable, after

the close of business of Guarantor on a business day, in which case that communication shall be deemed given and effective on the first following day that is a business day.

For purposes of this Guaranty, notices to the Guarantor shall be sent to:

Summer Energy Holdings, Inc.  
5847 San Felipe Street #33700  
Houston, Texas 77057  
Telephone: 713-375-2793  
Facsimile: 713-481-8470  
Attn: Chief Financial Officer

With a copy to:

Kirton McConkie PC  
Attn: Alexander N. Pearson  
50 E. South Temple, Suite 400  
Salt Lake City, UT 84111  
Telephone: 801-328-3600  
Facsimile: 801-212-2006  
E-mail: [apearson@kmclaw.com](mailto:apearson@kmclaw.com)

14. Effect of Amendment and Restatement. This Amended and Restated Guaranty amends, restates and supersedes the Guaranty, dated as of May 1, 2018, entered by the Guarantor in favor of the Counterparty (the "Original Guaranty") and does not extinguish any "Obligations" (as defined under the Original Guaranty) for the payment of money under the Original Guaranty, which "Obligations" shall remain in full force and effect except as modified by this Guaranty.

[Signature page follows.]

**IN WITNESS WHEREOF**, the Guarantor has executed this Amended and Restated Guaranty as of the date first above written.

**GUARANTOR:**

**SUMMER ENERGY HOLDINGS, INC.**

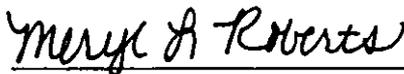
By:   
Name: Jaleea George  
Title: Secretary and Chief Financial Officer

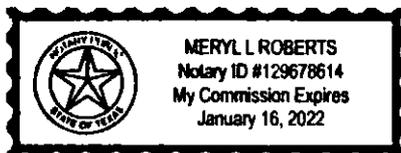
STATE OF TEXAS            )  
  )  
HARRIS COUNTY            )    SS

I, Neil Leibman, hereby state that the facts above set forth are true and correct to the best of my knowledge, information, and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

By:   
Neil Leibman  
Chief Executive Officer & President  
Summer Energy Midwest, LLC

Subscribed and sworn to  
before me this 17<sup>th</sup> day  
of September, 2019.

  
\_\_\_\_\_  
Notary Public



**UPS CampusShip: View/Print Label**

1. **Ensure there are no other shipping or tracking labels attached to your package.** Select the Print button on the print dialog box that appears. Note: If your browser does not support this function select Print from the File menu to print the label.
2. **Fold the printed label at the solid line below.** Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.
3. **GETTING YOUR SHIPMENT TO UPS**  
**Customers with a Daily Pickup**  
 Your driver will pickup your shipment(s) as usual.

**Customers without a Daily Pickup**

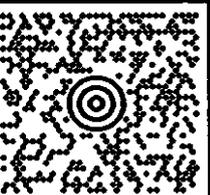
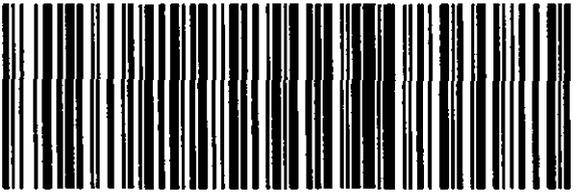
Take your package to any location of The UPS Store®, UPS Access Point(TM) location, UPS Drop Box, UPS Customer Center, Staples® or Authorized Shipping Outlet near you. Items sent via UPS Return Services(SM) (including via Ground) are also accepted at Drop Boxes. To find the location nearest you, please visit the Resources area of CampusShip and select UPS Locations.  
 Schedule a same day or future day Pickup to have a UPS driver pickup all your CampusShip packages.  
 Hand the package to any UPS driver in your area.

UPS Access Point™  
 THE UPS STORE  
 201 W LAKE ST  
 CHICAGO, IL 60606

UPS Access Point™  
 THE UPS STORE  
 301 W GRAND AVE  
 CHICAGO, IL 60654

UPS Access Point™  
 THE UPS STORE  
 27 N WACKER DR  
 CHICAGO, IL 60606

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PATRICIA RICHMOND 312-715-5234 QUARLES & BRADY LLP 300 N. LASALLE STREET CHICAGO IL 60654	<b>0.5 LBS LTR</b>	<b>1 OF 1</b>
<b>SHIP TO:</b> ROSEMARY CHIAVETTA, SECRETARY 717-772-7777 PA PUBLIC UTILITY COMMISSION KEYSTONE BUILDING 400 NORTH STREET <b>HARRISBURG PA 17120-0200</b>		
	<b>PA 171 9-20</b> 	
<b>UPS NEXT DAY AIR</b>		
TRACKING #: 1Z F36 50R NT 9606 5446	<b>1</b> 	
BILLING: P/P ATTENTION UPS DRIVER: SHIPPER RELEASE		
Client matter: 167553.00002 Attorney/Timekeeper Initials: A. Margolin <small>CS 21.8.21. WNTJNV50 15.DA 07/2019</small>		