

## BASE CONTRACT FOR SUPPLY OF ELECTRICITY



[Note: Gray highlighting indicates sections impacted by governmental addendum.]

This Base Contract for the Supply of Electricity ("**Base Contract**") (including any addendums thereto), together with any Transaction Confirmation for Supply of Electricity ("**Transaction Confirmation**") (including any attachments thereto, such as Exhibits A and A-1) as may be hereafter agreed to (each such combination of this Base Contract and a single Transaction Confirmation, collectively, an "**Agreement**"), is entered into by and between **TXU ENERGY RETAIL COMPANY LLC**, a Texas limited liability company ("**Seller**"), and **WEBB COUNTY**, a Texas political subdivision ("**Buyer**"), and shall constitute the agreement for the supply of electricity to each TDSP Point of Delivery of Buyer set forth in Exhibit "A" of the applicable Transaction Confirmation. A condition precedent for the effectiveness of an Agreement shall be the execution of (i) this Base Contract and (ii) a separate Transaction Confirmation, including Exhibits A and A-1. Seller and Buyer may hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

### I. DEFINITIONS

"**Agreement Term**" means the time period during which an Agreement is effective as specified in Article I ("Term") of the applicable Transaction Confirmation.

"**Charges**" means the amount due to Seller under a Transaction Confirmation.

"**Contract Price**" has the meaning set forth in a Transaction Confirmation.

"**ERCOT**" means the Electric Reliability Council of Texas, Inc.

"**ESI ID**" means an Electric Service Identifier designation for a particular TDSP Point of Delivery.

"**POLR**" means the provider of last resort as designated by the PUCT.

"**Power**" means all of Buyer's non-residential electricity requirements for each of the Premise(s).

"**Premise**" means individually, and "**Premises**" means collectively, each parcel of real property and improvements identified on Exhibit A to the applicable Transaction Confirmation.

"**PUCT**" means the Public Utility Commission of Texas.

"**REP**" means a retail electric provider that is certified by the PUCT.

"**Seller Point of Delivery**" means the point where Seller's suppliers' conductors are connected to the applicable TDSP's conductors.

"**TDSP**" means a transmission and/or distribution provider under the jurisdiction of the PUCT that owns and maintains a transmission or distribution system for the delivery of energy.

"**TDSP Point of Delivery**" means the point where the applicable TDSP's conductors are connected to Buyer's conductors at or near Buyer's Premise(s).

**II. SUBJECT MATTER AND QUANTITY.** During an Agreement Term, Seller shall sell to Buyer and Buyer shall purchase from Seller all of Buyer's Power for the Premise(s) listed in Exhibit A to the applicable Transaction Confirmation. Seller shall cause delivery of the Power to the applicable Seller Point(s) of Delivery and Buyer shall receive the Power at the ESI ID(s) at the applicable TDSP Point(s) of Delivery. Buyer shall use the Power only at the listed Premise(s). A Premise may have one or more TDSP Points of Delivery.

**III. SECURITY AND CREDIT REQUIREMENTS.** If applicable, on or before the date stated in the section entitled "Initial Security" of Article IV ("Special Provisions") of the applicable Transaction Confirmation, Buyer shall provide the amount of security, if any, stated in Article IV of such Transaction Confirmation(s). Additionally, if at any time prior to the end of an Agreement Term Seller determines in good faith that there has been a material adverse change in Buyer's or Buyer's Parent's credit status or financial condition and/or in electricity market conditions and/or Buyer fails to pay all Charges when due, Seller may demand security (or additional security if initial security was previously provided) from Buyer in an amount and form reasonably acceptable to Seller under such Agreement. Buyer shall provide security to Seller within five business days of such request. Seller shall return the security, less any amounts owed by Buyer under such Agreement, when Seller reasonably determines that such security is no longer necessary.

### IV. CALCULATION AND PAYMENT OF CHARGES.

4.1 Seller will invoice Buyer for the Charges listed in the applicable Transaction Confirmation for Power delivered to the Premise(s) during each monthly billing cycle of the Agreement Term. Buyer shall pay Seller the Charges identified on each invoice on or before the end of the time period listed in Article III ("Billing") of the applicable Transaction Confirmation. Buyer shall notify Seller in writing on or before the due date if Buyer is withholding payment of any disputed portion of the Charges and shall include a list of specific reasons for the dispute; provided, however, that the undisputed portions of the Charges shall remain due and payable on the due date. If Buyer gives such notice of dispute, the Parties shall pursue diligent, good faith efforts to resolve the dispute during the thirty (30) calendar days following Seller's receipt of the notice. Any amount found payable (including interest) shall be paid within fifteen calendar days of the dispute being resolved. If the Parties are unable to resolve the dispute during the thirty (30) day period and it is subsequently determined that Buyer should pay Seller all or part of the disputed amount, Seller may require that Buyer pay interest on such past due amount from the date such payment was originally due until the same is paid. All past due amounts that are not subject to a bona fide dispute being pursued in compliance with this Section 4.1, and disputed amounts that have been determined to be due and owing by Buyer in compliance with this Section 4.1 but which have not yet been paid, shall accrue interest at a rate equal to the lesser of (i) three percent (3%) above the "Prime Rate" as published from time to time in the Wall Street Journal under "Money Rates" or an appropriate substitute should such rate cease to be published, or (ii) the highest rate allowed by law, from the date the payment was originally due until paid (including accrued interest). All past due amounts that are subject to a bona fide dispute shall accrue interest at a rate equal to the lesser of (i) the One Year Treasury Constant Maturity index published by the Federal Reserve Board as of the first auction date after January 1 of the applicable year or (ii) the highest rate allowed by law.

4.2 (a) Seller reserves the right to allocate measured consumption to the applicable calendar month for any ESI IDs not installed with an interval data recorder ("**IDR**"), or for IDRs for which IDR information was not received by Seller in a usable format. (b) If, for whatever reason, the proper meter readings are not communicated to Seller by the TDSP in time for Seller to prepare the invoice for the Charges for a monthly billing cycle, Seller shall have the right to invoice Buyer for a reasonable estimate of the quantity of the electricity consumed, and Buyer shall pay the Charges for the estimated amounts subject to any adjustments which may be necessary following the reading. (c) It is recognized by the Parties hereto that ERCOT has established time periods for disputing and/or correcting certain matters related to the settlement of energy



charges. Therefore, notwithstanding any other provisions of an Agreement, in the event of a dispute and/or possible correction, relating to an Agreement, which would involve a settlement with ERCOT that is barred by ERCOT (an "ERCOT Barred Issue"), then, to the extent that adjustment or settlement of such matter via the ERCOT energy settlement process cannot occur as a result of it being an ERCOT Barred Issue, the subject statement, invoice, notice or other matter that is at issue under such Agreement may not be adjusted, but only with respect to such ERCOT Barred Issue.

4.3 If upon expiration or termination of an Agreement for any reason Buyer fails either to switch to another REP or execute a replacement agreement with Seller, or if Seller is ever determined to have been Buyer's electricity provider for Premises covered under an Agreement after the expiration or termination of the Agreement, then, until Buyer either executes a replacement agreement with Seller or switches to another REP for such Premises, (a) Seller may charge Buyer, as the Contract Price for Power utilized at such Premises, a price per kWh equivalent to (i) for the first thirty (30) days of holdover, the real time settlement point price for such Power plus \$5.00 per MWh, plus all ERCOT or other charges incurred by Seller to provide Power to Buyer's Premises, and (ii) for all time periods after the first (30) days of holdover, Seller's then current "standard list price offer," and (b) the other terms governing such sales shall be identical to those applicable to sales that occurred prior to the termination/expiration of the Agreement. Provided, further, however, in the event that after such termination or expiration Buyer should fail to make payment due to Seller, or provide security (pursuant to Article III ("Security and Credit Requirements") hereof), after notice and opportunity to pay/provide, Seller may (as a result of PUCT rules that do not allow a REP to switch a customer to the POLR) disconnect or order the TDSP to disconnect electric service to the Premise(s) covered under such Agreement, except as may be prohibited by law; however, Seller shall not have the right to order the TDSP to disconnect electric service for the non-payment of amounts that are subject to a bona fide dispute, provided that Buyer pays in full all amounts not in dispute.

4.4 (a) If (i) Buyer changes any TDSP Point of Delivery for a Premise to a delivery service voltage level that is different than the voltage level in place for such TDSP Point of Delivery at the time the Agreement covering such Premise became effective, (ii) Buyer changes the existing electric meter at any TDSP Point(s) of Delivery for a Premise to a different size/capacity than the size/capacity in place at the time the Agreement covering such Premise became effective, (iii) Buyer causes the ERCOT Deemed Load Profile Type for any of its Premise(s) to change, or (iv) Seller's cost to serve Buyer under an Agreement is otherwise increased as a result of judicial, governmental, quasi-governmental (e.g., ERCOT) or regulatory action (including, but not limited to, actions with regard to congestion zones, nodal congestion, carbon cap/tax/trade/remediation, renewable energy sources or standards, etc.), then Seller may adjust the Contract Price under the affected Agreements in order to reflect the increased cost to Seller of serving Buyer thereunder as a result of any such change(s). Seller shall provide Buyer with written notice of the adjustment to the Contract Price pursuant to this Section 4.4, along with a written explanation of the change that includes the effective date of the adjustment and the circumstances giving rise to the increased cost to Seller. Provided, however, in the event that Seller ever does so adjust the Contract Price under an Agreement pursuant to this Section 4.4, Buyer shall have the right, within thirty (30) calendar days after Seller's notice of such increase in the Contract Price, to terminate such Agreement upon thirty (30) calendar days prior written notice to Seller; provided further, however, in the event that Seller should sustain a loss in liquidating the remaining Power quantities under the Agreement as a result of Buyer exercising such right to terminate the Agreement, Buyer agrees to reimburse Seller the amount equal to the product of (I) the remaining quantities of electricity reflected on Exhibit A-1 after such termination multiplied by (II) the Contract Price minus the then current market value as reasonably determined by Seller. Such amount shall be due and payable on or before the date of Buyer's termination.

(b) During an Agreement Term, Buyer shall not consume electricity at any Premise(s) from any source (including self-generation) except for Power sold by Seller under an Agreement; however, Buyer may (i) self-generate, via renewable generation, up to 2% of Buyer's total aggregate monthly consumption of Power at its Premises, (ii) consume electricity from emergency generation during power outages at the Premise(s) and for purposes of testing such emergency generation, and (iii) self-generate in response to grid reliability programs managed or administered by ERCOT, Seller, or Buyer's Transmission & Distribution Service Provider. The foregoing shall not be construed to relieve Buyer from its obligation to purchase monthly contract quantities as otherwise provided in this Agreement.

## V. ADDITION AND REMOVAL OF PREMISES.

5.1 Buyer shall be entitled to add one or more Premise(s) (and associated electricity quantities as reasonably determined by Seller) to an existing Agreement by submitting a written request to add the Premise(s) on Seller's then current standard form for such a request and by agreeing to pay Seller an additional lump sum amount under such existing Agreement, the positive amount, if any, calculated as follows: the sum of (i) the product of (A) the kWh amount of electricity attributable to the additional Premise(s) for the remainder of the Agreement Term as reasonably determined by Seller (the "**Premise Addition Quantities**") multiplied by (B) the then current market based price of a kWh as reasonably determined by Seller minus the Contract Price under such existing Agreement plus (ii) Seller's reasonable costs incurred to perform the addition (such sum, the "**Premise Addition Payment**"). In such event, the additional Premise(s) and associated electricity quantities shall be added to the Agreement and thereafter shall be subject to the Charges, monthly usage tolerances, and other terms of such existing Agreement for the balance of the Agreement Term. Buyer shall pay Seller's invoice for each Premise Addition Payment on or before the end of the time period listed in Article III ("Billing") of the applicable Transaction Confirmation. In the alternative, Buyer shall have the option to enter into a new separate Agreement with Seller covering the additional Premise(s) at Seller's then-current market based prices. Buyer also shall have the right to contract for such additional Premise(s) with another REP, in lieu of adding the Premise(s) to an existing Agreement with Seller or covering the Premise(s) under a new Agreement with Seller.

5.2 Buyer may remove one or more, but not all, Premise(s) (and associated electricity quantities as reasonably determined by Seller) from an Agreement only if Buyer either (a) sells or leases such Premise(s) or (b) closes such Premise(s) for the remainder of the Agreement Term. Buyer shall provide Seller with thirty calendar days prior written notice (specifying each applicable Premise and the date of removal) if it intends to remove one or more Premise(s) from an Agreement. Unless Buyer sells or leases a removed Premise, as of the date of removal, to a purchaser or lessee who (x) first executes a new contract with Seller upon the same terms as Buyer's contract and (y) is creditworthy as determined by Seller in Seller's reasonable discretion, Buyer shall pay to Seller in respect of each such removed Premise the positive amount, if any, as follows: the product of (i) the kWh amount of electricity attributable to such Premise for the remainder of the Agreement Term as reasonably determined by Seller (the "**Premise Liquidated Quantities**") multiplied by (ii) the Contract Price under such Agreement minus ninety-five percent (95.0%) of the then-current market value of a kWh as reasonably determined by Seller (such product, the "**Premise**



**Liquidation Payment**"). Buyer shall pay Seller's invoice for each Premise Liquidation Payment on or before the end of the time period listed in Article III ("Billing") of the applicable Transaction Confirmation.

#### **VI. REMEDIES UPON TERMINATION.**

6.1 A "**Material Breach**" of an Agreement means: (a) the failure of either Party to make any payment due to the other Party pursuant to the terms of such Agreement when such failure is not cured within 10 calendar days following written notice of such failure describing the breach in reasonable detail; (b) the failure of a Party to comply with any other material term of such Agreement when such failure is not cured within 30 calendar days following written notice of such failure describing the breach in reasonable detail; (c) a Party becomes or declares that it is bankrupt, or becomes or declares that it is the subject of any proceedings, or takes any action whatsoever, relating to its bankruptcy or liquidation, or is not generally paying its debts as they become due; (d) Buyer enters into another electricity supply agreement, with another party, that covers any Premise(s) during a time when such Premise(s) is covered by such Agreement; (e) Buyer sells, leases, closes or otherwise conveys or assigns any of the Premise(s) under such Agreement, except as allowed under Article IV ("Special Provisions") of the applicable Transaction Confirmation, or Article V ("Addition and Removal of Premises") or Section 12.2 ("Assignment") hereof; (f) Buyer's total monthly usage ever decreases to a de minimis amount or fails to exceed a de minimis amount for reasons other than Force Majeure or Seller's breach; (g) any representation of a Party hereunder is not true and correct in all material respects as of the date an Agreement is entered into; or (h) the failure of Buyer to timely pay security to Seller as may be required hereunder. In the event of a Material Breach of an Agreement by either Party, the non-breaching Party may, in its sole discretion, and without prejudice to any other rights under such Agreement, at law or in equity, immediately terminate the Agreement.

6.2 (a) If Seller terminates an Agreement due to a Material Breach by Buyer, Buyer shall, within thirty (30) calendar days of Seller's invoice following such termination, pay Seller, in addition to all reasonable direct costs and expenses incurred by Seller as a result of such Material Breach and termination and all amounts Buyer owes Seller under the Agreement with respect to time periods prior to the termination, the positive amount, if any, calculated as follows as of the date of termination: the sum of (A) the product of (I) the remaining quantities of electricity for the remainder of the Agreement Term as reflected on Exhibit A-1 thereto (the "**Remaining Quantities**") multiplied by (II) the Contract Price under such Agreement minus the then-current market value of a kWh as reasonably determined by Seller plus (B) the value of any term extension option rights, if any, that Seller may have under the Agreement. In addition, if the termination was pursuant to Section 6.1(a) or (h) above (after the requisite notice and opportunity to cure), Seller may (as a result of PUCT rules that forbid a REP from switching a customer to the POLR) direct the TDSP to disconnect electric service to the Premise(s) covered thereunder, except as may be prohibited by law; however, Seller shall not have the right to direct the TDSP to disconnect electric service (i) for the non-payment of amounts that are subject to a bona fide dispute, (ii) prior to termination of the applicable Agreement, or (iii) for a termination of the applicable Agreement due to a Material Breach other than non-payment or failure to provide security.

(b) If Buyer terminates an Agreement due to a Material Breach by Seller, (i) Buyer shall have the right to select any other REP as its electricity provider, and (ii) within thirty (30) calendar days following such termination, Seller shall pay or credit Buyer, in addition to all reasonable direct costs and expenses incurred by Buyer as a result of such Material Breach and termination, the positive amount, if any, calculated as follows: the product of (A) the Remaining Quantities multiplied by (B) the sum of (I) the lesser of (1) the then current market value of a kWh as reasonably determined by Seller, (2) the price offered by the POLR, or (3) any REP's standard list price offer (or equivalent or similar pricing), minus (II) the Contract Price.

**VII. FORCE MAJEURE.** If either Party is unable to perform its obligations, in whole or in part, due to an event of Force Majeure as defined herein, then the obligations of the claiming Party (other than the obligations to pay any amounts arising prior to the Force Majeure event) shall be suspended, for the duration of such Force Majeure event, to the extent made necessary by such Force Majeure event. The term "**Force Majeure**" shall mean any act or event that is beyond the claiming Party's control (and which could not be reasonably anticipated and prevented through the use of reasonable measures), including, without limitation, the failure of the TDSP to receive, transport or deliver, or otherwise perform, unless due to the failure of the Party claiming Force Majeure to perform such Party's obligations hereunder, and an event of Force Majeure that affects Seller's suppliers. The Party suffering the event of Force Majeure shall give written notice of such event of Force Majeure in reasonably full particulars to the other Party, as soon as reasonably possible, and shall take all reasonable measures to reduce as much as practicable the duration of such Force Majeure event. Force Majeure shall not include (a) the opportunity for Seller to sell the electricity to be sold under the Agreement to another party at a higher price than that set forth in the Agreement, (b) the opportunity for Buyer to purchase electricity for its Premise(s) from another party at a lower price than that set forth in the Agreement, or (c) the inability of either Party to pay its obligations under the Agreement or any other of its obligations or debts as they become due.

#### **VIII. WARRANTIES AND LIMITATIONS OF LIABILITIES.**

8.1 SELLER HEREBY WARRANTS TO BUYER THAT AT THE TIME OF DELIVERY OF ELECTRICITY HEREUNDER IT WILL HAVE GOOD TITLE AND/OR THE RIGHT TO SELL SUCH ELECTRICITY, AND THAT SUCH ELECTRICITY WILL BE FREE AND CLEAR OF ALL LIENS AND ADVERSE CLAIMS. TITLE WILL PASS TO BUYER AT THE TDSP POINT OF DELIVERY. **EXCEPT AS PROVIDED FOR IN THE FIRST SENTENCE OF THIS SECTION 8.1, SELLER EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES, WHETHER WRITTEN OR VERBAL, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND BUYER WAIVES ALL SUCH WARRANTIES.**

**8.2 UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY OF A PARTY TO THE OTHER PARTY UNDER AN AGREEMENT WILL BE LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT OR OTHERWISE IN CONNECTION WITH THE AGREEMENT. THE LIMITATIONS IMPOSED IN THIS PARAGRAPH ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE OF THE DAMAGES, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE; PROVIDED NO SUCH LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM THE WILLFUL AND INTENTIONAL MISCONDUCT OF ANY PARTY, OR TO DAMAGES COVERED BY ANY INDEMNIFICATION HEREUNDER.**



**IX. NOTICES.** All notices required or permitted under an Agreement shall be in writing and shall be deemed to be delivered (a) when (i) deposited in the United States mail (first class as to all notices other than disconnection, termination and/or material breach notices, and registered or certified as to all disconnection, termination and/or material breach notices), postage prepaid or (ii) deposited with an overnight delivery service, prepaid, to Buyer's address or Seller's address as shown in the applicable Transaction Confirmation, or to such address as either Party may from time to time designate as its address for notices hereunder, or (b) in the case of hand delivery, when delivered to a representative of either Party by or on behalf of the other Party.

#### **X. APPLICABLE LAW AND REGULATIONS**

10.1 The applicable Tariff(s) for Retail Delivery Service of the appropriate TDSP(s) serving Buyer's Premise(s) is incorporated herein to the same extent as if fully set forth herein.

10.2 All Agreements are subject to, and both Parties agree to obey and comply with, all applicable laws, regulations, rules and orders. However, notwithstanding the foregoing, both Parties agree that, to the fullest extent allowed by law, (a) it is their intention to agree to terms and conditions different from those set forth in the PUCT's "Customer Protection Rules for Retail Electric Service" as amended, or as may be amended in the future (the "**Customer Rules**"), currently beginning with Section 25.471 of the PUCT's Substantive Rules Applicable to Electric Service Providers; (b) in the event that there is any conflict between the terms contained in an Agreement and the Customer Rules, the Agreement shall control; and (c) each Party has expressly acknowledged that certain terms and conditions addressed in the Customer Rules may not be provided for or referred to in an Agreement, and, in such event, it is the intent of the Parties that such terms and conditions are not applicable to the Parties.

10.3 In the event a judicial, governmental, regulatory, or quasi-governmental decision or order, a new law or regulation, or a change in law or regulation (i) renders illegal or unenforceable the pricing (or components thereof) under an Agreement, or (ii) materially and directly adversely affects a Party's ability to perform its material obligations under an Agreement to the extent that the performance of such obligations would be illegal or unenforceable, then (except as to those events covered by Section 4.4 (a) hereof) the Party that is adversely affected shall have the right to notify the other Party, within forty-five (45) calendar days after becoming aware of such detrimental change. Upon any such notification, the Parties shall use commercially reasonable efforts to negotiate a modification of the Agreement so as to mitigate the impact of the event. If, after thirty (30) calendar days beyond the date of notice, the Parties have been unable to negotiate a mutually satisfactory modification to the terms of the Agreement, the adversely affected Party shall have the right to terminate the Agreement upon ten (10) calendar days prior written notice to the other Party, given within sixty (60) calendar days after the date of the original notice hereunder. In the event of such a termination, the Parties agree to settle as follows: (a) if Seller is the terminating Party, then if the then current market value per kWh (as reasonably determined by Seller) of the Remaining Quantities (as defined in Section 6.2(a) above) is greater than the Contract Price, Seller shall pay to Buyer the product of (i) the Remaining Quantities multiplied by (ii) such market value minus the Contract Price; (b) if Buyer is the terminating Party, then if the Contract Price is more than the then current market value per kWh (as reasonably determined by Seller) of the Remaining Quantities, then Buyer shall pay to Seller the product of (i) the Remaining Quantities multiplied by (ii) the Contract Price minus such market value; provided, however, if the detrimental change results in both Parties being an adversely affected Party entitled to terminate the Agreement pursuant to this Section 10.3, then in the event of a termination under this Section 10.3, there shall be no settlement payment from one Party to the other with regard to the remaining unused Power quantities.

#### **XI. INDEMNIFICATION.**

11.1 As between the Parties, Buyer assumes full responsibility for electric energy on Buyer's side (downstream) of the TDSP Point of Delivery, and agrees to and shall indemnify, defend, and hold harmless Seller, its parent company and all of its affiliates (except any which may be the TDSP serving Buyer's Premise(s)), and all of their respective officers, directors, shareholders, associates, employees, servants, and agents (hereinafter collectively referred to as "**Seller Group**"), from and against all claims, losses, expenses, damages, demands, judgments, causes of action, and suits of any kind (hereinafter collectively referred to as "**Claims**"), including Claims for personal injury, death, or damages to property, occurring on Buyer's side of the TDSP Point of Delivery, arising out of or related to electric power and energy and/or Buyer's performance under an Agreement.

11.2 As between the Parties, Seller assumes full responsibility for electric energy on Seller's side (upstream) of the Seller Point of Delivery, and agrees to and shall indemnify, defend, and hold harmless Buyer, its parent company and all of its affiliates, and all of their respective officers, directors, shareholders, associates, employees, servants, and agents (hereinafter collectively referred to as "**Buyer Group**"), from and against all Claims, including Claims for personal injury, death, or damages to property occurring on Seller's side of the Seller Point of Delivery, arising out of or related to electric power and energy and/or Seller's performance under an Agreement.

#### **XII. MISCELLANEOUS.**

12.1 **UCC. THE PARTIES AGREE THAT THE PROVISIONS OF ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE (AS CONTAINED IN THE TEXAS BUSINESS AND COMMERCE CODE) SHALL APPLY TO ALL AGREEMENTS HEREUNDER, IRRESPECTIVE OF WHETHER SUCH TRANSACTIONS ARE DEEMED TO BE A SALE OF GOODS OR THE PROVIDING OF A SERVICE; HOWEVER, IN THE EVENT OF A CONFLICT, THE TERMS AND PROVISIONS OF AN AGREEMENT SHALL CONTROL OVER THOSE CONTAINED IN THE UCC. NOTWITHSTANDING THE FOREGOING, THE PARTIES ACKNOWLEDGE AND AGREE THAT ALL IMPLIED RIGHTS RELATING TO FINANCIAL ASSURANCES ARISING FROM SECTION 2-609 OF THE UNIFORM COMMERCIAL CODE (AS CONTAINED IN THE TEXAS BUSINESS AND COMMERCE CODE) OR APPLICABLE CASE LAW APPLYING SIMILAR DOCTRINES, ARE HEREBY WAIVED.**

12.2 **Assignment.** Neither Party may assign an Agreement in whole or in part without first obtaining the other Party's prior written consent, which consent shall not be unreasonably withheld; provided that (a) Seller may, without obtaining Buyer's prior consent, assign an Agreement to any REP that has received all necessary ERCOT and PUCT approvals/certifications and (b) Seller will not withhold its consent if Buyer makes assignment to a party who in Seller's reasonable opinion is creditworthy. Any assignment of an Agreement by Buyer must be in conjunction with a conveyance of legal title (fee or leasehold, as the case may be) to all of the Premises to a single entity. Each Agreement shall inure to and be binding upon the Parties hereto, and their respective successors and assigns; provided that, if a Party makes an assignment of an Agreement in accordance herewith, the other Party hereby agrees that the assigning party is released from its future obligations under the Agreement.



**12.3 Entirety of Agreement.** The Parties each acknowledge that they are relying on their own judgment and it is their intention that each Agreement (i) shall contain all terms, conditions, and protections in any way related to, or arising out of, the sale and purchase of the electricity, and (ii) supersedes, and the Parties hereby expressly disclaim any reliance upon, all prior discussions and agreements between the Parties hereto, whether written or oral, as to the subject Premise(s). Both Parties have agreed to the wording of each Agreement and any ambiguities therein shall not be interpreted to the detriment of either Party merely by the fact that such Party is the author of the Agreement. An Agreement may not be modified or amended except in writing, duly executed by the Parties hereto.

**12.4 Waiver of Rights.** A waiver by either Party of any breach of an Agreement, or the failure of either Party to enforce any of the terms and provisions of an Agreement, will not in any way affect, limit or waive that Party's right to subsequently enforce and compel strict compliance with the same or other terms or provisions of the Agreement.

**12.5 Third Party Beneficiary/Rights.** Nothing in an Agreement shall create, or be construed as creating, any express or implied benefits or rights in any person or entity other than the Parties.

**12.6 Survival.** No termination or cancellation of an Agreement, and/or this Base Contract, will relieve either Party of any obligations under an Agreement that by their nature survive such termination or cancellation, including, but not limited to, all warranties, obligations to pay for Power consumed, obligations for any breaches of contract, and obligations of indemnity.

**12.7 Confidentiality.** Seller and Buyer agree to keep all terms and provisions of each Agreement confidential and not to disclose the terms of the same to any third parties without the prior written consent of the other Party; provided, however, each Party shall have the right to make such disclosures, if any, to governmental agencies and to its own agents, attorneys, auditors, accountants and shareholders as may be reasonably necessary. If disclosure is sought through process of a court, or a state or federal regulatory agency, the Party from whom the disclosure is sought shall resist disclosure through all reasonable means and shall immediately notify the other Party to allow it the opportunity to participate in such proceedings.

**12.8 Forward Contract.** Each Agreement constitutes a "forward contract" as defined in Section 101(25) of the U.S. Bankruptcy Code ("**Bankruptcy Code**"). The Parties agree that (a) Seller is a "forward contract merchant" as defined in Section 101(26) of the Bankruptcy Code, (b) the termination rights of the Parties will constitute contractual rights to liquidate transactions, (c) any payment related hereto will constitute a "settlement payment" as defined in Section 101 (51A) of the Bankruptcy Code, and (d) Sections 362, 546, 553, 556, 560, 561 and 562 of the Bankruptcy Code shall apply to the Parties.

**12.9 Representations and Warranties.** Buyer hereby represents and warrants to Seller as follows: (a) Buyer is legally authorized to change the REP for all of the Premises, (b) Buyer's execution and delivery of an Agreement does not, and the performance by Buyer of its obligations thereunder will not, violate any contract or agreement to which Buyer is a party or pursuant to which its assets are bound, and (c) each Agreement is a valid and binding obligation of Buyer, enforceable against it in accordance with its terms. Upon execution of each Agreement, Buyer authorizes Seller to become Buyer's REP for the Agreement Term as to the Premise(s) covered by such Agreement and to act as Buyer's agent for the sole purpose of effecting any such change in REP, if necessary. If any of Buyer's representations or warranties hereinabove are untrue when made or fail to be true at all times during the Agreement Term, Buyer shall indemnify, defend, and hold Seller harmless from and against any third party claims (and related costs and expenses) arising out of or relating thereto.

**12.10 Further Assurances.** Buyer and Seller agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party, which are not inconsistent with the provisions of an Agreement and which do not involve the assumption of obligations other than those provided for in the Agreement, in order to give full effect to the Agreement and to carry out the intent of the Agreement.

**12.11 Headings.** The headings included throughout this Base Contract are inserted solely for convenience and reference purposes only and shall not be construed or considered in interpreting any terms or provisions of an Agreement.

**12.12 Severability.** If any provision in an Agreement is determined to be invalid, void, or unenforceable by any governmental authority having jurisdiction, then such determination will not invalidate, void, or make unenforceable any other provision or covenant in the Agreement.

**12.13 Applicable Law.** ALL AGREEMENTS SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAWS PRINCIPLES WHICH OTHERWISE MIGHT BE APPLICABLE.

**12.14 Dispute Resolution.** PURSUANT TO THE FEDERAL ARBITRATION ACT, THE PARTIES HEREBY AGREE THAT ANY CONTROVERSY, CLAIM OR ALLEGED BREACH, INCLUDING BUT NOT LIMITED TO TORTS AND STATUTORY CLAIMS, ARISING OUT OF OR RELATED TO AN AGREEMENT OR THE NEGOTIATION OF AN AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION CONDUCTED UNDER THE AMERICAN ARBITRATION ASSOCIATION ("AAA") COMMERCIAL ARBITRATION RULES. DEMAND FOR ARBITRATION MUST BE MADE NO LATER THAN THE TIME THAT SUCH ACTION WOULD BE PERMITTED UNDER THE APPLICABLE TEXAS STATUTE OF LIMITATION. ANY DISPUTES REGARDING THE TIMELINESS OF THE DEMAND FOR ARBITRATION SHALL BE DECIDED BY THE ARBITRATOR(S). JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF IN ORDER TO OBTAIN COMPLIANCE THEREWITH. ANY CASE IN WHICH ANY CLAIM, OR COMBINATION OF CLAIMS, EXCEEDS \$500,000 WILL BE DECIDED BY THE MAJORITY OF A PANEL OF THREE (3) NEUTRAL ARBITRATORS. IN RENDERING THE AWARD, THE ARBITRATOR(S) WILL DETERMINE THE RIGHTS AND OBLIGATIONS OF THE PARTIES ACCORDING TO THE LAWS OF THE STATE OF TEXAS (WITHOUT REGARD TO ANY CONFLICT OF LAW PRINCIPLES). ANY DISCOVERY IN ADVANCE OF THE ARBITRATION HEARINGS SHALL BE CONDUCTED CONSISTENT WITH THE DISCOVERY PERMITTED UNDER THE FEDERAL RULES OF CIVIL PROCEDURE; PROVIDED, HOWEVER, EACH PARTY SHALL BE ENTITLED TO: NO MORE THAN 5 DEPOSITIONS OF NO MORE THAN 5 HOURS EACH PER SIDE, NO MORE THAN 1 WRITTEN SET OF NO MORE THAN THIRTY (30) INTERROGATORIES, AND NO MORE THAN FIFTY (50) REQUESTS FOR PRODUCTION, UNLESS THE MAJORITY OF THE ARBITRATORS GRANT THE PARTIES THE RIGHT TO ADDITIONAL DISCOVERY. THE ARBITRATION PROCEEDINGS AND HEARINGS WILL BE CONDUCTED IN DALLAS, TEXAS OR AT SUCH OTHER PLACE AS MAY BE SELECTED BY MUTUAL AGREEMENT. EACH PARTY SHALL BEAR ITS OWN COSTS AND EXPENSES (INCLUDING ATTORNEY FEES), AS WELL AS AN EQUAL SHARE OF THE ARBITRATORS' FEES AND



**ADMINISTRATIVE FEES OF ARBITRATION. NO PARTY OR ARBITRATOR(S) MAY DISCLOSE THE EXISTENCE, CONTENT OR RESULTS OF ANY ARBITRATION HEREUNDER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES.**

**12.15 Contract Execution; Counterparts; Original Documents.** Each Party agrees that each Agreement, as well as any amendments thereto, may be executed by written or electronic signature and may be delivered in multiple counterparts by facsimile or other electronic transfer of an originally signed document, each of which will be as binding on the Party or Parties as an original document. Each Party understands and agrees that such facsimiles or other electronic transmissions shall be deemed to constitute the original of such documents, and that any objections that they do not constitute the "best evidence" of the documents, or that they do not comply with the "Statute of Frauds," as well as any other similar objections to the validity or admissibility of the document, are hereby expressly waived by the Parties.

**12.16 Telephonic Recording of Transactions.** Buyer and Seller agree that they may enter into a Transaction Confirmation, or any price conversion (if applicable) thereunder, through their oral or written agreement. Buyer and Seller hereby consent to the creation of an audio tape or other electromagnetic recording (each, a "Recording") of all telephone conversations between the Parties. Buyer and Seller agree that Recordings shall be retained in confidence, secured from improper access, and may be introduced in any proceeding relating to such transaction hereunder as evidence of the terms of such transaction. Buyer and Seller agree and hereby waive any further notice of Recordings. Without limiting the foregoing, Buyer and Seller 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. Seller will provide Buyer written terms for each such transaction confirmed via a Recording. Buyer agrees to promptly review such written terms and notify Seller of disagreement therewith. If there is a conflict between the terms as quoted and agreed upon in the Recording and such written terms, the Recording shall control.


**12.17 Termination of Base Contract.** Either Party may terminate this Base Contract at any time by providing at least 30 days prior written notice to the other Party; provided, however, in no event shall any such termination take effect until the termination or expiration of all Agreements hereunder.

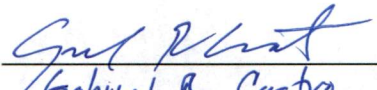
**12.18 Prior Base Contract(s).** This Base Contract for Supply of Electricity shall supersede and replace any Base Contract for Supply of Electricity between the parties dated prior to the date of this Agreement.

The Parties have signed this Base Contract for Supply of Electricity document, acknowledging their agreement to its provisions as of February 20, 2019.

**WEBB COUNTY**

**TXU ENERGY RETAIL COMPANY LLC**

By:   
Name: Tadeo E. Tijerina  
Title: Webb County Judge  
"Buyer"

By:   
Name: Gabriel R. Castro  
Title: Vice President  
"Seller"

Passed and approved by the Webb  
County Commissioners Court on  
February 11, 2019; item no. 1.



**GOVERNMENTAL ADDENDUM TO THE  
BASE CONTRACT FOR SUPPLY OF ELECTRICITY ("BASE CONTRACT")**



- I. The following new definitions are hereby added to Section I of the Base Contract, to be inserted in alphabetical order, as applicable:

"Code" means the following:

For local governmental entities, Texas Local Government Code, Title 8, Chapter 271, Subchapter I, Sections 271.151 through 271.160, and any amendments thereto; and

For state governmental entities, Texas Government Code, Title 10, Chapter 2260, and any amendments thereto.

"Covered Contract" means the following:

For local governmental entities, a "Contract subject to this subchapter," as such phrase is defined in Section 271.151(2) of the Code; and

For state entities, a "Contract," as such phrase is defined in Section 2260.001(1) of the Code.

- II. Section 4.1 of the Base Contract shall be deleted in its entirety and replaced with the following:

Seller will invoice Buyer for the Charges listed in the applicable Transaction Confirmation for Power delivered to the Premise(s) during each monthly billing cycle of the Agreement Term. Following receipt of such invoice, Buyer shall pay Seller the Charges identified on each invoice on or before the end of the time period listed in Article III ("Billing") of the applicable Transaction Confirmation. Buyer shall notify Seller in writing on or before the due date if Buyer is withholding payment of any disputed portion of the Charges and shall include a list of specific reasons for the dispute; provided, however, that the undisputed portions of the Charges shall remain due and payable on the due date. If Buyer gives such notice of dispute, the Parties shall pursue diligent, good faith efforts to resolve the dispute during the thirty (30) calendar days following Seller's receipt of the notice. Any amount found payable (including interest) shall be paid within fifteen calendar days of the dispute being resolved. If the Parties are unable to resolve the dispute during the thirty (30) day period and it is subsequently determined that Buyer should pay Seller all or part of the disputed amount, Seller may require that Buyer pay interest on such past due amount from the date such payment was originally due until the same is paid. All past due amounts shall accrue interest at a rate equal to the lesser of (i) one percent (1%) above the "Prime Rate" as published on the first business day of July of Buyer's preceding fiscal year that does not fall on a Saturday or Sunday in the Wall Street Journal under "Money Rates" or an appropriate substitute should such rate cease to be published, or (ii) the highest rate allowed by law, from the date the payment was originally due until paid (including accrued interest).

- III. The following Section 4.5 shall be added to Article IV of the Base Contract:

4.5 If Buyer notifies Seller in writing of a justifiable concern regarding the accuracy of an invoice, Seller will make the records in its possession that are reasonably necessary to verify the accuracy of the bill available to Buyer during normal business hours. It is understood and agreed that such information and records provided under this Section 4.5 constitute Seller's proprietary and confidential information, the release of which could hinder or harm Seller's competitive position; therefore, such information and records are not intended to be subject to disclosure under the Texas Public Information Act (TPIA) and shall not be released by Buyer, unless (a) otherwise determined by the Texas Attorney General or a court of competent jurisdiction; or (b) prior written approval is obtained from Seller. In the event that Buyer receives a request pursuant to the TPIA that encompasses information or records provided by Seller under this Section 4.5, Buyer shall notify Seller of such request within ten (10) days of receipt. Nothing in this section will require Buyer to pursue a legal challenge in any court to seek to overturn a ruling by the Texas Attorney General's Office or a court requiring disclosure pursuant to the provisions of the TPIA or another provision of law, but Buyer shall (i) cooperate and assist Seller if Seller pursues such a challenge and (ii) make no disclosure until, if, and when Seller's challenge is finally denied. All information and records provided hereunder constitute Seller's property and such information, records, and copies thereof, as well as all notes taken therefrom, shall be returned to Seller promptly after the resolution of the concerns regarding the accuracy of the invoice.

- IV. The following Section 4.6 shall be added to Article IV of the Base Contract:

4.6 Buyer represents and warrants that as a political subdivision or agency of the State of Texas, it is exempt from state sales taxes pursuant to Section 151.309 of the Texas Tax Code. Seller may request a certificate of exemption from Buyer, and Buyer shall provide such certificate within a reasonable period of time. Thereafter, Seller, to the extent that it is not required to collect or pay such taxes, will not flow through the costs of such taxes hereunder to Buyer.

- V. The following Sections 6.3 and 6.4 shall be added to Article VI of the Base Contract

6.3 The Parties agree that if (i) Buyer is unable to allot or appropriate sufficient funds for Buyer's fiscal year(s) that follow the initial fiscal year of an Agreement Term to continue the purchase of the total quantity of electricity covered by the Agreement, and (ii) otherwise has no legally available funds for the purchase of electricity, Buyer may terminate the Agreement at the end



of Buyer's then current fiscal year by (a) giving Seller ninety (90) calendar days written notice to Seller and (b) enclosing therewith a sworn statement that the foregoing conditions exist. In this sole event, Buyer shall not be obligated to make contract payments under the Agreement beyond the end of the then current fiscal year. Notwithstanding the foregoing, Buyer covenants and represents to Seller that upon the execution of each Agreement (a) Buyer has budgeted and has available sufficient funds to comply with its obligations under the Agreement for the current fiscal year, (b) there are no circumstances presently affecting Buyer that could reasonably be expected to adversely affect its ability to budget funds for the payment of all sums due under the Agreement, (c) Buyer believes that funds can be obtained in amounts sufficient to make all contract payments during the full Agreement Term and intends to make all required contract payments for the full Agreement Term, (d) Buyer covenants that it will do all things within its power to obtain, maintain and properly request and pursue funds from which contract payments may be made, specifically, including in its annual budget requests amounts sufficient to make contract payments for the full Agreement Term, (e) Buyer will not give priority in the appropriation of funds for the acquisition or use of additional energy services, (f) if any funds are appropriated for electricity costs, such funds shall be applied first to the cost of electricity to be provided pursuant to the Agreement and that any such funds shall not be used to pay for electric power from any other electric power provider for the accounts covered in the Agreement, and (g) Buyer agrees to notify Seller in writing of such non-appropriation at the earliest practicable time subsequent to the failure to appropriate. As of the termination date of an Agreement under this Section 6.3, Seller shall have no further duty to supply electricity to Buyer under such Agreement and Buyer shall move service for Buyer's Premises to another REP or the POLR on the date of termination for non-appropriation.

6.4 If Buyer uses its inherent powers as a governmental entity under the provisions of Articles VII, X, or in any other manner to circumvent the intent or terms and provisions of the Agreement, Buyer shall be responsible for contract damages caused by such action.

VI. Section 8.2 of the Base Contract shall be deleted in its entirety and replaced with the following:

**ANY LIABILITY UNDER AN AGREEMENT WILL BE LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT OR OTHERWISE IN CONNECTION WITH AN AGREEMENT. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE. ANY PAYMENT TO WHICH SELLER IS ENTITLED UNDER AN AGREEMENT SHALL CONSTITUTE A BALANCE DUE AND OWED UNDER THE AGREEMENT.**

VII. Article X of the Base Contract is hereby amended for local and state governmental entities to add a new Section 10.4 to read in its entirety as follows:

10.4 The Parties hereby acknowledge and agree that each Agreement is a Covered Contract subject to all provisions of the Code (unless preempted by other applicable law), that Buyer is either a local governmental entity or a unit of state government, each as defined in the Code, with the authority to enter into each Agreement, and that each Agreement will be properly approved and executed. By signing and entering into this Contract, Seller verifies that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

VIII. Article XI of the Base Contract shall be retitled "Responsibility" and Sections 11.1 and 11.2 thereof shall be deleted in their entirety and replaced with the following:

11.1 As between the Parties, Buyer assumes full responsibility for electric energy on Buyer's side (downstream) of the TDSP Point of Delivery, and agrees to the full extent allowed by law, to and shall hold harmless Seller, its parent company and all of its affiliates (except any which may be the TDSP serving Buyer's Premise(s)), and all of their respective officers, directors, shareholders, associates, employees, servants, and agents (collectively referred to as "Seller Group"), from and against all claims, losses, expenses, damages, demands, judgments, causes of action, and suits of any kind (collectively referred to "Claims"), including Claims for personal injury, death, or damages to property, occurring on Buyer's side of the TDSP Point of Delivery, arising out of or related to the electric power and energy and/or Buyer's performance under an Agreement.

11.2 As between the Parties, Seller assumes full responsibility for electric energy on Seller's side (upstream) of the Seller Point of Delivery, and agrees to and shall hold harmless Buyer, its officials, associates, employees, servants, and agents (collectively referred to as "Buyer Group"), from and against all Claims, including Claims for personal injury, death, or damages to property occurring on Seller's side of the Seller Point of Delivery, arising out of or related to the electric power and energy and/or Seller's performance under an Agreement.

IX. The following shall be added to the end of Section 12.4 of the Base Contract:

Except to the extent necessary to enforce Seller's rights under an Agreement and to the extent allowed by law, including but not limited to the Code, nothing in the Agreement shall constitute or be interpreted to constitute a waiver of Buyer's statutory and common-law immunity defenses, including sovereign and/or governmental immunity and qualified and/or official immunity; it being intended that such immunities shall in all respects be preserved except as otherwise provided herein.

X. Sections 12.6 and 12.7 of the Base Contract shall be deleted in their entirety and replaced with the following:



12.6 **Survival.** No termination or cancellation of an Agreement will relieve either Party of any obligations under the Agreement that by their nature survive such termination or cancellation, including, but not limited to, all warranties, obligations to hold harmless, obligations to pay for electricity taken, and obligations for any breaches of contract.

12.7 **Confidentiality.** Seller acknowledges that Buyer is a governmental body that is subject to the TPIA, which requires Buyer to release upon request any information that is defined as public absent a ruling from the Texas Attorney General's Office. Subject to the TPIA or any other court order, rule or regulation requiring disclosure, Buyer agrees to keep all terms and provisions of each Agreement, and any information and records in Buyer's possession that are provided under each Agreement, confidential and not to disclose the terms of the same to any third parties without the prior written consent of Seller. It is understood and agreed that the foregoing constitutes proprietary and confidential information of Seller, the release of which could hinder or harm Seller's competitive position, and therefore is not intended to be subject to disclosure under the TPIA and shall not be released by Buyer, unless (a) determined otherwise by the Texas Attorney General or a court of competent jurisdiction; or (b) prior written approval is obtained from Seller. In the event that Buyer receives a request pursuant to the TPIA that encompasses the foregoing information, Buyer shall notify Seller of such request within ten (10) days of receipt. Nothing in this section will require Buyer to pursue a legal challenge in any court to seek to overturn a ruling by the Texas Attorney General's Office or a court requiring disclosure pursuant to the provisions of the TPIA or another provision of law, but Buyer shall (i) cooperate and assist Seller if Seller pursues such a challenge and (ii) make no disclosure until, if, and when Seller's challenge has been finally denied.

XI. The last sentence of Section 12.9 of the Base Contract shall be deleted and replaced with the following:

Buyer hereby further represents and warrants to Seller that (a) Buyer is authorized by statute or the constitution to enter into each Agreement, (b) the Agreement has been properly approved and executed, and (c) Buyer's governing body meets more frequently than once per month and will continue to do so throughout each Agreement Term. If any of Buyer's representations or warranties are untrue when made or fail to be true at all times during an Agreement Term, Buyer shall bear full responsibility for all resulting costs and damages.

XII. Section 12.14 of the Base Contract shall be deleted in its entirety and replaced with the following:

For state governmental entities: Unless preempted by other applicable law, the dispute resolution process provided for in the Code shall be used by Buyer and Seller to resolve any dispute arising under an Agreement. The dispute resolution process provided for in the Code shall be used, as further described herein, to attempt to resolve a claim for breach of contract asserted by the Seller under the Agreement. If Seller's claim for breach of Contract cannot be resolved by the Parties in the ordinary course of business, it shall be submitted to the negotiation process provided in the Code. To initiate the process, Seller shall submit written notice, as required by subchapter B of the Code, to Buyer in accordance with the notice provisions in the Agreement. Compliance by Seller with the Code is a condition precedent to the filing of a contested case proceeding under the Code.

The contested case process provided in the Code is Seller's sole and exclusive process for seeking a remedy for an alleged breach of an Agreement by Buyer if the Parties are unable to resolve their disputes in the ordinary course of business. Compliance with the contested case process provided in the Code is a condition precedent to seeking consent to sue from the Legislature under Chapter 107, Civil Practices and Remedies Code. Neither the execution of an Agreement by Buyer nor any other conduct of any representative of Buyer relating to the Contract shall be considered a waiver of sovereign immunity to suit.

For local and county governmental entities: [Intentionally Deleted]

XIII. The following shall be added to the end of Section 12.16 of the Base Contract:

It is understood and agreed that each Recording constitutes proprietary and confidential information of Seller, the release of which could hinder or harm Seller's competitive position. In the event that any Recording is subject to a request for information under the TPIA, such Recording shall be subject to the same confidentiality requirements set forth in Section 12.7 of this Base Contract.

XIV. A new Section 12.19 of the Base Contract is hereby added to read in its entirety as follows:

12.19 **Attorneys' Fees.** In any litigation to enforce the terms of an Agreement, the prevailing party is entitled to recover its reasonable and necessary attorneys' fees from the non-prevailing party.

[End of Addendum]





### Transaction Confirmation for Supply of Electricity

Quote Number:	S0220221	Product:	Fixed Price Load Zone Unlimited Swing
Business Partner #:	0020306002		
Buyer:	WEBB COUNTY Attn: Webb County Purchasing Department 1110 Washington Street, Ste. 101 Laredo, Texas 78040	Seller:	TXU Energy Retail Company LLC REP Certification No. 10004 6555 Sierra Drive 1-W-1 Irving, Texas 75039 Attn: Retail Contract Administration
Phone:	(956) 523-4600	Fax:	
		Phone:	(866) 576-6745
		Fax:	(972) 556-6108

<b>I. Term</b>	<b>Primary Term:</b> The Primary Term for each Premise will begin on the first meter read, and end on the first regularly scheduled meter read, for each Premise occurring on or after the dates listed below in compliance with the Base Contract for Supply of Electricity.		
	<b>Primary Term Start Date:</b> March 1, 2019	<b>Primary Term End Date:</b> September 30, 2024	

II. Charges	Charge Type	Amount (Monthly Charges will be the total of the items listed in this Article II.)
	i. All kWh Charge (the per kWh "Contract Price")	\$0.0427700 per kWh  The All kWh Charge includes charges for the commodity (including the price impact, if any, resulting from the implementation of the Operating Reserve Demand Curve ("ORDC")), Energy (shaped), Ancillary Services, Qualified Scheduling Entity Charges, Renewable Energy Credit Charges, Reliability Must Run ("RMR"), Reliability Unit Commitment ("RUC"), Line Losses (TDSP), Market Clearing Price for Capacity, ERCOT Administration Fee/ISO Fees, and Unaccounted for Energy ("UFE") as defined and specified in the ERCOT Protocols and the applicable TDSP's Tariff in effect as of the date of this Agreement. It will also include the settlement charges for Congestion to the applicable ERCOT Load Zone.
	ii. Excess Usage	Not Applicable
	iii. Under Usage	Not Applicable
	iv. Standing Charge	The sum of the Monthly Standing Charges for all ESI IDs as listed in Exhibit A.
	v. Other Charges	<b>Varies by ESI ID throughout the Term.</b> All charges, other than those listed above or below, imposed upon Seller or Buyer by the TDSP or another Party that are allowed or required by the PUCT, ERCOT, or any other governmental or regulatory authority, on or with respect to the acquisition, sale, delivery, and purchase of the Power.
	vi. Taxes	<b>Varies by ESI ID throughout the Term.</b> All taxes imposed by any governmental or regulatory authority on the acquisition, sale, delivery, and purchase of the Power. Includes, but is not limited to, Seller's Texas Gross Receipts Tax and Public Utility Commission Assessment on the acquisition, sales, delivery, or purchase of the Power.
	vii. Aggregator/Third Party Fee	The pricing under this Agreement reflects a payment to MARCO A ARREDONDO INC in connection with its efforts to facilitate Buyer and Seller entering into this Agreement.

<b>III. BILLING</b>	<b>Payment Terms:</b> Net 30 days from the date of the invoice via CHECK
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<b>IV. SPECIAL PROVISIONS</b>	<p><b>INITIAL SECURITY:</b> An initial cash deposit in the amount of \$0.00 is required within sixteen (16) days from the issuance date of the invoice for the deposit. Once received, the cash deposit may be replaced by a surety bond, or an irrevocable letter of credit either of which shall be (i) in a form reasonably acceptable to Seller, (ii) from an institution reasonably acceptable to Seller, and (iii) in the same dollar amount as the cash deposit. The security shall remain in effect until at least two (2) months after the Primary Term End Date.</p> <p><b>TXU ENERGY GREENBACK PROGRAM</b> As a result of executing this Transaction Confirmation for the Supply of Electricity (Transaction Confirmation), Buyer is eligible to participate in Seller's Greenback Program and receive up to a total of \$13,000.00 in rebates for qualifying energy efficiency work performed and completed at Buyer's Premises <b>after execution of this Transaction Confirmation</b>. Funds will be available starting on the Primary Term Start Date and documentation for all such work must be submitted to Seller within one year of this date (i.e., Buyer must provide all appropriate documentation to Seller, in the form of invoices and/or contracts for all completed qualifying energy efficiency work, on or before such date or the remaining unpaid rebates will expire at that time). Seller shall have the right to audit Buyer's facilities to</p>
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verify any energy efficiency work submitted for the payment of rebates. The foregoing shall not be construed to relieve Buyer from its obligation to purchase monthly contract quantities as otherwise provided in this Agreement.

#### **ADDITION AND REMOVAL OF PREMISES**

*Sections 5.1 and 5.2 of the Base Contract shall be replaced with the following provisions with respect to this Agreement for the term of this Agreement:*

5.1 (a) Buyer shall have the limited right to add ESI IDs to, or delete some but not all ESI IDs from, this Agreement. The addition and deletion of ESI IDs will be done without modifying the aggregated quantities of electricity set forth on Exhibit A-1, until the cumulative total quantities of electricity attributable to all such additional and/or deleted ESI ID(s) equal ten percent (10%) of the aggregated quantities originally listed on Exhibit A-1 for the Primary Term of the Agreement (the "Add/Delete Tolerance Range"). Buyer may make a request to add ESI IDs once per business day as a single combined addition request, and Buyer may make a request to delete ESI IDs once per business day as a single combined deletion request. In either such event, in order to initiate either the addition or the deletion of ESI IDs from this Agreement, Buyer shall submit its request to Seller with as much prior notice as is practicable, using Seller's then current form for such request, Seller shall reasonably determine the quantities of electricity that are applicable to each added or deleted ESI ID, and Seller will examine all requests in order to determine whether the request(s) is within the Add/Delete Tolerance Range. There shall not be any "netting" of additions and deletions; each request to either add or delete shall be a separate request. Exhibit A shall be deemed modified to reflect the addition and/or deletion of such ESI IDs. Buyer's sending of a request to Seller to add or delete ESI IDs shall be considered Buyer's authorization to charge the cost of the request, as provided below, once Buyer has reached the Add/Delete Tolerance Range as the result of ESI ID additions and/or deletions.

(b) Once Buyer has reached the Add/Delete Tolerance Range as the result of ESI ID additions and/or deletions, with regard to (i) any future ESI ID addition(s) and (ii) if applicable, any portion of the addition request that caused Buyer to exceed the Add/Delete Tolerance Range, Seller shall have the right to charge Buyer up to the total cost of such request, i.e., the positive amount, if any, calculated as follows: [(the kWh amount of the quantities of electricity attributable to the ESI ID addition request, the "ESI ID Additional Quantities") multiplied by (the then current market based pricing per kWh as reasonably determined by Seller, minus the contract price per kWh according to the Agreement)] (the "ESI ID Addition Payment"). Upon being invoiced by Seller, Buyer shall pay such amount to Seller within twenty (20) calendar days. Exhibits A and A-1 shall be deemed modified to reflect the addition of such ESI IDs and associated electricity quantities. Any ESI IDs and associated ESI ID Additional Quantities added hereunder to this Agreement shall be subject thereafter to the contract pricing, monthly contract usage tolerances and other provisions of this Agreement.

(c) Once Buyer has reached the Add/Delete Tolerance Range as the result of ESI ID additions and/or deletions, then with regard to (i) any future ESI ID deletion(s) and (ii) if applicable, any portion of the deletion request that caused Buyer to exceed the Add/Delete Tolerance Range:

(1) In the event a new owner or lessee of a Premise (i) is willing to sign a new Agreement with Seller for such Premise using Seller's then standard form of contract with the same pricing as this Agreement, (ii) is deemed creditworthy in Seller's reasonable opinion, and (iii) the new owner or lessee and Seller can legally enter into such Agreement in accordance with the rules and regulations of the PUCT, then, provided that such new Agreement is fully executed between the new owner or lessee and Seller, the Premise (and the associated ESI IDs and electricity quantities) will be deleted from this Agreement and Buyer will not owe any compensation to Seller with respect to such deletion (a "Premise Buyout"); otherwise,

(2) Seller shall have the right to charge Buyer up to the total cost of such request, i.e., the positive amount, if any, calculated as follows: [(the kWh amount of the quantities of electricity attributable to the ESI ID deletion request, the "ESI ID Liquidated Quantities") multiplied by (the Contract Price per kWh that Buyer would have paid for the ESI ID Liquidated Quantities through the end of the Agreement Term according to this Agreement, minus ninety-five percent (95.0%) of the then current market value as reasonably determined by Seller)] (the "ESI ID Liquidation Payment"). Upon being invoiced by Seller, Buyer shall pay the amount of the ESI ID Liquidation Payment to Seller within twenty (20) calendar days.

In either event, Exhibits A and A-1 shall be deemed modified to reflect the deletion of such ESI IDs and associated electricity quantities.

#### **EXECUTION**

Buyer and Seller each agree that this Transaction Confirmation may be executed by written or electronic signature and may be delivered by facsimile or other electronic transfer in multiple counterparts, each of which will be as binding on the Buyer or Seller as an original document. Buyer and Seller each understand and agree that such facsimiles or other electronic transmissions shall be deemed to constitute the original of such documents, and that any objections that they do not constitute the "best evidence" of the documents, or that they do not comply with the "Statute of Frauds," as well as any other similar objections to the validity or admissibility of the document, are hereby expressly waived by the Buyer and Seller.



<b>V. BASE CONTRACT</b>	Buyer acknowledges that it has previously been furnished with a Base Contract for Supply of Electricity ("Base Contract"), which is an integral part of the Agreement to which this Transaction Confirmation applies. In the event that Buyer has not executed the Base Contract as of the time of Buyer's execution of this Transaction Confirmation, then Buyer's execution of this Transaction Confirmation shall be deemed to be Buyer's ratification, adoption and acceptance of the Base Contract as last provided by Seller. Exhibits A & A-1 and other attachments, as applicable, are incorporated herein by reference.
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Buyer Legal Name: WEBB COUNTY, a Texas political subdivision	Seller Legal Name: TXU Energy Retail Company LLC, a Texas limited liability company
By (Name of General Partner or Agent if applicable): 	
Its General Partner	
Buyer Signature:	Seller Signature: 
Officer's Printed Name: <i>Tawo E. Tijerina</i>	Officer's Printed Name: <i>Gabriel R. Castro</i>
Title: <i>Webb County Judge</i>	Title: <i>Vice President</i>
Date: <i>2/20/2019</i>	Date: <i>4/3/19</i>



## Exhibit A – Point of Delivery Listing



Legal Name: WEBB COUNTY

Quote: S0220221

TDSP	ESI ID	ESI ID Address	Congestion Zone	Meter Cycle	Special Start Date	Special End Date	Profile	Meter Type	Standing Charge	ESI Peak KW
AEP TEXAS CENTRAL COMPANY	10032789400076757	1983 MANGANA HEIN RD UNIT TOWER UNIT TOWER LAREDO TX 78040	South	12			BUSMEDLF	AMSM	\$0.00	7
AEP TEXAS CENTRAL COMPANY	10032789413011272	947 STREETLIGHT- COUNTY UNIT 250HP EL CENIZO TX 78046	South	10			NMLIGHT		\$0.00	0
AEP TEXAS CENTRAL COMPANY	10032789401425658	2500 WASHINGTON ST UNIT DAVIS UNIT DAVIS LAREDO TX 78040	South	09			BUSLOLF	AMSM	\$0.00	85
AEP TEXAS CENTRAL COMPANY	10032789402092070	946 STREETLIGHT UNIT 150HP RIO BRAVO TX 78040	South	11			NMLIGHT		\$0.00	0
AEP TEXAS CENTRAL COMPANY	10032789406157850	947 STREETLIGHT UNIT 250HP OILTON TX 78371	South	19			NMLIGHT		\$0.00	0
AEP TEXAS CENTRAL COMPANY	10032789409756540	23710 FM 1472 LAREDO TX 78045-8461	South	04			BUSHILF	AMSM	\$0.00	2
AEP TEXAS CENTRAL COMPANY	10032789402092071	946 STREETLIGHT UNIT 150HP RIO BRAVO TX 78046	South	11			NMLIGHT		\$0.00	0
AEP TEXAS CENTRAL COMPANY	10032789403375975	947 STREETLIGHT STLG 250HPS MIRANDO CITY TX 78369	South	01			NMLIGHT		\$0.00	0
AEP TEXAS CENTRAL COMPANY	10032789404317995	1100 WASHINGTON ST UNIT ADMN UNIT ADMN LAREDO TX 78040	South	09			BUSHILF	AMSM	\$0.00	412
AEP TEXAS CENTRAL COMPANY	10032789405736836	1885 PATRICIA LN UNIT LIFTS LAREDO TX 78046- 8109	South	11			BUSLOLF	AMSM	\$0.00	23
AEP TEXAS CENTRAL COMPANY	10032789407047040	1802 VICTORIA ST UNIT 3 LAREDO TX 78040-7701	South	09			BUSLOLF	AMSR	\$0.00	9
AEP TEXAS CENTRAL COMPANY	10032789407691931	7210 E SAUNDERS ST UNIT 4 LAREDO TX 78041- 9000	South	19			BUSLOLF	AMSM	\$0.00	8
AEP TEXAS CENTRAL COMPANY	10032789409805561	7210 E SAUNDERS ST UNIT 3 LAREDO TX 78041- 9000	South	19			BUSLOLF	AMSM	\$0.00	12
AEP TEXAS CENTRAL COMPANY	10032789410262551	5700 CASA BLANCA RD LAREDO TX 78041	South	19			BUSNODEM	AMSR	\$0.00	0
AEP TEXAS CENTRAL COMPANY	10032789410899560	3501 EAGLE PASS AVE LAREDO TX 78041-5524	South	08			BUSLOLF	AMSM	\$0.00	21



AEP TEXAS CENTRAL COMPANY	10032789413011273	1 ESPEJO MOLINA RD UNIT SCH F EL CENIZO TX 78046	South	11			NMFLAT		\$0.00	0
AEP TEXAS CENTRAL COMPANY	10032789414510830	1802 VICTORIA ST UNIT 4 LAREDO TX 78040-7701	South	09			BUSLOLF	AMSR	\$0.00	8
AEP TEXAS CENTRAL COMPANY	10032789415588369	901 S MILMO AVE UNIT THSE LAREDO TX 78043- 5244	South	13			BUSMEDLF	AMSM	\$0.00	43
AEP TEXAS CENTRAL COMPANY	10032789416661045	515 MARTHA DR REAR LAREDO TX 78046-7620	South	11			BUSMEDLF	AMSR	\$0.00	5
AEP TEXAS CENTRAL COMPANY	10032789416704160	2 INTERNATIONAL BLVD LAREDO TX 78045	South	05			BUSLOLF	AMSM	\$0.00	40
AEP TEXAS CENTRAL COMPANY	10032789416816683	CASA BLANCA RD ODLT 400MH LAREDO TX 78041	South	19			NMLIGHT		\$0.00	0
AEP TEXAS CENTRAL COMPANY	10032789417548595	1806 MARGARITA LN UNIT L RIO BRAVO TX 78046-7846	South	11			BUSHILF	AMSM	\$0.00	64
AEP TEXAS CENTRAL COMPANY	10032789418293511	831 N MAIN ST CIVIC CENTER MIRANDO CITY TX 78369	South	05			BUSLOLF	AMSM	\$0.00	70
AEP TEXAS CENTRAL COMPANY	10032789418293512	831 N MAIN ST ODLT 400HP MIRANDO CITY TX 78369	South	05			NMLIGHT		\$0.00	0
AEP TEXAS CENTRAL COMPANY	10032789418293513	831 N MAIN ST ODLT 400HP MIRANDO CITY TX 78369	South	05			NMLIGHT		\$0.00	0
AEP TEXAS CENTRAL COMPANY	10032789421876300	7210 E SAUNDERS ST UNIT SHOP LAREDO TX 78041-9000	South	19			BUSLOLF	AMSM	\$0.00	18
AEP TEXAS CENTRAL COMPANY	10032789418431120	102 SIERRA VISTA BLVD LAREDO TX 78046-7761	South	12			BUSLOLF	AMSM	\$0.00	90
AEP TEXAS CENTRAL COMPANY	10032789418507357	1983 MANGANA HEIN RD LAREDO TX 78040	South	12			BUSLOLF	AMSM	\$0.00	32
AEP TEXAS CENTRAL COMPANY	10032789419784535	5401 CISNEROS ST LAREDO TX 78043-4755	South	14			BUSLOLF	AMSM	\$0.00	19
AEP TEXAS CENTRAL COMPANY	10032789420309180	2802 MCDONELL AVE LAREDO TX 78040-2511	South	18			BUSLOLF	AMSR	\$0.00	28
AEP TEXAS CENTRAL COMPANY	10032789420417790	3802 S ZAPATA HWY LAREDO TX 78046-8696	South	13			BUSLOLF	AMSM	\$0.00	80
AEP TEXAS CENTRAL COMPANY	10032789420846161	3510 SANTA ISABEL AVE LAREDO TX 78041	South	08			BUSLOLF	AMSR	\$0.00	23
AEP TEXAS CENTRAL COMPANY	10032789422171251	2518 CEDAR AVE UNIT 1 LAREDO TX 78040-4038	South	18			BUSLOLF	AMSR	\$0.00	17
AEP TEXAS CENTRAL COMPANY	10032789424465172	3900 CASA BLANCA RD LAREDO TX 78041-7642	South	19			BUSLOLF	AMSM	\$0.00	94
AEP TEXAS CENTRAL COMPANY	10032789463162830	5904 WEST DR STE 7 LAREDO TX 78041-6030	South	20			BUSLOLF	AMSR	\$0.00	29
AEP TEXAS CENTRAL COMPANY	10032789426032220	100 E JIM NEAL UNIT LL PK CONCESSION OILTON TX 78371	South	04			BUSLOLF	AMSM	\$0.00	12



AEP TEXAS CENTRAL COMPANY	10032789426423011	317 RIVER FRONT ST LAREDO TX 78046-8569	South	13			BUSNODEM	AMSR	\$0.00	0
AEP TEXAS CENTRAL COMPANY	10032789426613588	810 ZARAGOZA ST LAREDO TX 78040-5909	South	10			BUSLOLF	AMSM	\$0.00	41
AEP TEXAS CENTRAL COMPANY	10032789426943371	3519 EAGLE PASS AVE UNIT 2 LAREDO TX 78041-5524	South	08			BUSLOLF	AMSR	\$0.00	7
AEP TEXAS CENTRAL COMPANY	10032789426943372	3519 EAGLE PASS AVE ODLT 400HP LAREDO TX 78041-5524	South	08			NMLIGHT		\$0.00	0
AEP TEXAS CENTRAL COMPANY	10032789427017147	SEN JUDITH ZAFFIRINI RD LAREDO TX 78041	South	19			BUSHILF	AMSM	\$0.00	0
AEP TEXAS CENTRAL COMPANY	10032789454017330	1000 HOUSTON ST LAREDO TX 78040-8017	South	10			BUSHILF	AMSM	\$0.00	47
AEP TEXAS CENTRAL COMPANY	10032789427988098	1600 ORQUIDIA LN LAREDO TX 78046-7914	South	11			BUSLOLF	AMSM	\$0.00	22
AEP TEXAS CENTRAL COMPANY	10032789428399600	99 FM 649 MIRANDO CITY TX 78369	South	05			BUSLOLF	AMSM	\$0.00	10
AEP TEXAS CENTRAL COMPANY	10032789428932180	2400 S JARVIS AVE UNIT D LAREDO TX 78046-6548	South	13			BUSLOLF	AMSM	\$0.00	44
AEP TEXAS CENTRAL COMPANY	10032789430081591	902 VICTORIA ST LAREDO TX 78040-4456	South	10			BUSMEDLF	AMSM	\$0.00	101
AEP TEXAS CENTRAL COMPANY	10032789430319720	2518 CEDAR AVE UNIT 2 LAREDO TX 78040-4038	South	18			BUSLOLF	AMSR	\$0.00	31
AEP TEXAS CENTRAL COMPANY	10032789430532191	HIGHWAY 359 UNIT PARK UNIT PARK OILTON TX 78371	South	04			BUSLOLF	AMSM	\$0.00	4
AEP TEXAS CENTRAL COMPANY	10032789431066610	4800 DAUGHERTY AVE LAREDO TX 78041	South	20			BUSLOLF	AMSM	\$0.00	22
AEP TEXAS CENTRAL COMPANY	10032789431066611	4800 DAUGHERTY AVE ODLT 150HP LAREDO TX 78041	South	20			NMLIGHT		\$0.00	0
AEP TEXAS CENTRAL COMPANY	10032789431434665	3519 CECILIA LN UNIT ORAGE EL CENIZO TX 78046-7994	South	11			BUSLOLF	AMSM	\$0.00	0
AEP TEXAS CENTRAL COMPANY	10032789431823999	1412 ESPEJO MOLINA RD UNIT LIFT UNIT LIFT RIO BRAVO TX 78046	South	11			BUSLOLF	AMSM	\$0.00	9
AEP TEXAS CENTRAL COMPANY	10032789432345449	2 ESPEJO MOLINA RD UNIT 250HP EL CENIZO TX 78046	South	21			NMLIGHT		\$0.00	0
AEP TEXAS CENTRAL COMPANY	10032789432617470	1802 VICTORIA ST UNIT 2 LAREDO TX 78040-7701	South	09			BUSLOLF	AMSR	\$0.00	10
AEP TEXAS CENTRAL COMPANY	10032789432914130	ESPEJO MOLINA RD ST LGT RIO BRAVO TX 78040	South	11			NMLIGHT		\$0.00	0
AEP TEXAS CENTRAL COMPANY	10032789479811135	1310 CONVENT AVE LAREDO TX 78040-4406	South	09			BUSLOLF	AMSM	\$0.00	42
AEP TEXAS CENTRAL COMPANY	10032789432914131	ESPEJO MOLINA RD UNIT UNMTR RIO BRAVO TX 78046	South	11			NMFLAT		\$0.00	0



AEP TEXAS CENTRAL COMPANY	10032789433356490	831 N MAIN ST UNIT REC PRK REC PARK UNIT REC P MIRANDO CITY TX 78369	South	05			BUSLOLF	AMSM	\$0.00	3
AEP TEXAS CENTRAL COMPANY	10032789434625315	452 RANCHO PENITAS RD LAREDO TX 78040	South	01			BUSLOLF	AMSR	\$0.00	6
AEP TEXAS CENTRAL COMPANY	10032789435039660	3899 CASA BLANCA RD LAREDO TX 78041-7628	South	19			NMLIGHT		\$0.00	0
AEP TEXAS CENTRAL COMPANY	10032789436208097	7210 E SAUNDERS ST UNIT FIREDPT UNIT FIRED LAREDO TX 78041- 9000	South	19			BUSLOLF	AMSM	\$0.00	11
AEP TEXAS CENTRAL COMPANY	10032789437197998	4704 NARANJO AVE LAREDO TX 78041	South	20			BUSLOLF	AMSM	\$0.00	70
AEP TEXAS CENTRAL COMPANY	10032789437834695	7268 US 59 N UNIT A LAREDO TX 78043	South	19			BUSMEDLF	AMSM	\$0.00	57
AEP TEXAS CENTRAL COMPANY	10032789438759861	2400 S JARVIS AVE UNIT A LAREDO TX 78046-6548	South	13			BUSLOLF	AMSR	\$0.00	20
AEP TEXAS CENTRAL COMPANY	10032789439656908	8500 E SAUNDERS ST UNIT P & R LAREDO TX 78040	South	21			NMLIGHT		\$0.00	0
AEP TEXAS CENTRAL COMPANY	10032789440468130	CASA BLANCA RD UNIT BARN UNIT BARN LAREDO TX 78041	South	19			BUSLOLF	AMSR	\$0.00	5
AEP TEXAS CENTRAL COMPANY	10032789440468131	CASA BLANCA RD ODLT 400HP LAREDO TX 78041	South	19			NMLIGHT		\$0.00	0
AEP TEXAS CENTRAL COMPANY	10032789441826260	1620 SANTA URSULA AVE LAREDO TX 78040-3801	South	09			BUSLOLF	AMSM	\$0.00	82
AEP TEXAS CENTRAL COMPANY	10032789442592131	2518 CEDAR AVE LAREDO TX 78040-4038	South	18			BUSLOLF	AMSR	\$0.00	12
AEP TEXAS CENTRAL COMPANY	10032789443296761	901 S MILMO AVE LAREDO TX 78043-5244	South	13			BUSLOLF	AMSR	\$0.00	16
AEP TEXAS CENTRAL COMPANY	10032789443376752	7210 E SAUNDERS ST UNIT 2 LAREDO TX 78041- 9000	South	19			BUSMEDLF	AMSM	\$0.00	6
AEP TEXAS CENTRAL COMPANY	10032789445416711	3519 EAGLE PASS AVE UNIT 1 LAREDO TX 78041- 5524	South	08			BUSLOLF	AMSM	\$0.00	17
AEP TEXAS CENTRAL COMPANY	10032789445425508	207 WILSON RD LAREDO TX 78043-9604	South	19			BUSLOLF	AMSM	\$0.00	29
AEP TEXAS CENTRAL COMPANY	10032789448519911	7209 E SAUNDERS ST LAREDO TX 78041-9002	South	19			BUSMEDLF	AMSM	\$0.00	99
AEP TEXAS CENTRAL COMPANY	10032789448767760	5401 CISNEROS ST UNIT 1 LAREDO TX 78043-4755	South	14			BUSLOLF	AMSM	\$0.00	53
AEP TEXAS CENTRAL COMPANY	10032789448767761	5401 CISNEROS ST FL ODL LAREDO TX 78043- 4755	South	14			NMLIGHT		\$0.00	0
AEP TEXAS CENTRAL COMPANY	10032789448767762	5401 CISNEROS ST FL ODL LAREDO TX 78043- 4755	South	14			NMLIGHT		\$0.00	0



AEP TEXAS CENTRAL COMPANY	10032789449824750	CASA BLANCA RD UNIT GOLFC UNIT GOLFC LAREDO TX 78041	South	19			BUSLOLF	AMSM	\$0.00	58
AEP TEXAS CENTRAL COMPANY	10032789451993791	3303 S ARKANSAS AVE LAREDO TX 78046-7381	South	13			BUSLOLF	AMSM	\$0.00	7
AEP TEXAS CENTRAL COMPANY	10032789453167089	4801 S EJIDO AVE LOT 1 LAREDO TX 78046-7759	South	12			BUSLOLF	AMSM	\$0.00	24
AEP TEXAS CENTRAL COMPANY	10032789484245346	1806 MARGARITA LN LAREDO TX 78046-7846	South	11			BUSHILF	AMSM	\$0.00	147
AEP TEXAS CENTRAL COMPANY	10032789455033330	1607 ORQUIDIA LN LAREDO TX 78046	South	11			BUSMEDLF	AMSM	\$0.00	48
AEP TEXAS CENTRAL COMPANY	10032789455342501	1110 VICTORIA ST LAREDO TX 78040-4417	South	10			BUSIDRRQ	NIDR	\$0.00	770
AEP TEXAS CENTRAL COMPANY	10032789456404706	1983 MANGANA HEIN RD STLG LIGHT WEBB COUNTY/LA PRE STLG LIGHT LAREDO TX 78040	South	21			NMLIGHT		\$0.00	0
AEP TEXAS CENTRAL COMPANY	10032789456451039	HIGHWAY 359 UNIT FIREST BRUNI TX 78344	South	06			BUSLOLF	AMSM	\$0.00	19
AEP TEXAS CENTRAL COMPANY	10032789457206355	1017 PASEO DE TIBER LAREDO TX 78046-7680	South	11			BUSHILF	AMSR	\$0.00	1
AEP TEXAS CENTRAL COMPANY	10032789457716481	4704 NARANJO AVE UNIT 1 LAREDO TX 78041	South	20			BUSLOLF	AMSM	\$0.00	16
AEP TEXAS CENTRAL COMPANY	10032789471292252	7210 E SAUNDERS ST OFC OFC LAREDO TX 78041-9000	South	19			BUSLOLF	AMSM	\$0.00	25
AEP TEXAS CENTRAL COMPANY	10032789459553901	1229 PASEO DE DANUBIO LAREDO TX 78046-7692	South	11			BUSLOLF	AMSM	\$0.00	51
AEP TEXAS CENTRAL COMPANY	10032789459794957	4906 S US HIGHWAY 83 LAREDO TX 78040	South	12			BUSLOLF	AMSM	\$0.00	48
AEP TEXAS CENTRAL COMPANY	10032789460256411	515 MARTHA DR ODLT 150HP LAREDO TX 78046-7620	South	11			NMLIGHT		\$0.00	0
AEP TEXAS CENTRAL COMPANY	10032789460533750	831 N MAIN ST ODLT 400HP MIRANDO CITY TX 78369	South	05			NMLIGHT		\$0.00	0
AEP TEXAS CENTRAL COMPANY	10032789460616790	1308 SAN AGUSTIN AVE LAREDO TX 78040-6309	South	09			BUSLOLF	AMSM	\$0.00	23
AEP TEXAS CENTRAL COMPANY	10032789460590082	3899 CASA BLANCA RD UNIT ENTRA LAREDO TX 78041-7628	South	19			BUSNODEM	AMSR	\$0.00	0
AEP TEXAS CENTRAL COMPANY	10032789460809716	303 E 12TH ST BRUNI TX 78344	South	04			BUSLOLF	AMSM	\$0.00	29
AEP TEXAS CENTRAL COMPANY	10032789461817421	2400 S JARVIS AVE UNIT B LAREDO TX 78046-6548	South	13			BUSLOLF	AMSR	\$0.00	32
AEP TEXAS CENTRAL COMPANY	10032789462474940	1204 PASEO DE DANUBIO LIFT STA RIO BRAVO TX 78046	South	11			BUSLOLF	AMSM	\$0.00	11
AEP TEXAS CENTRAL COMPANY	10032789463685042	1232 PASEO DE DANUBIO ODLT 400HP LAREDO TX 78046-7691	South	11			NMLIGHT		\$0.00	0



AEP TEXAS CENTRAL COMPANY	10032789463868925	231 E 12TH ST BRUNI TX 78344	South	04			BUSMEDLF	AMSM	\$0.00	2
AEP TEXAS CENTRAL COMPANY	10032789464070211	935 STREETLIGHT UNIT 400MV OILTON TX 78371	South	19			NMLIGHT		\$0.00	0
AEP TEXAS CENTRAL COMPANY	10032789464070212	HIGHWAY 359 UNIT 150HP OILTON TX 78371	South	19			NMLIGHT		\$0.00	0
AEP TEXAS CENTRAL COMPANY	10032789464070214	HIGHWAY 359 ODLT 400HP OILTON TX 78371	South	04			NMLIGHT		\$0.00	0
AEP TEXAS CENTRAL COMPANY	10032789464532296	1600 ORQUIDIA LN REAR REAR RIO BRAVO TX 78046-7914	South	11			BUSLOLF	AMSM	\$0.00	11
AEP TEXAS CENTRAL COMPANY	10032789464555621	947 STREETLIGHT STLG 250 HPS WEBB COUNTY UNIT 250 H LAREDO TX 78040	South	19			NMLIGHT		\$0.00	0
AEP TEXAS CENTRAL COMPANY	10032789464956675	452 RANCHO PENITAS RD LAREDO TX 78045-8987	South	01			BUSLOLF	AMSM	\$0.00	31
AEP TEXAS CENTRAL COMPANY	10032789465278650	512 NARANJO AVE ODLT 400MV LAREDO TX 78041	South	20			NMLIGHT		\$0.00	0
AEP TEXAS CENTRAL COMPANY	10032789465848031	1313 CHICAGO ST LAREDO TX 78041	South	07			BUSMEDLF	AMSM	\$0.00	39
AEP TEXAS CENTRAL COMPANY	10032789465848032	1313 CHICAGO ST ODLT 1KHPS LAREDO TX 78041	South	07			NMLIGHT		\$0.00	0
AEP TEXAS CENTRAL COMPANY	10032789466669461	932 STREETLIGHT STLG 175MVA UNIT 175MV BRUNI TX 78344	South	19			NMLIGHT		\$0.00	0
AEP TEXAS CENTRAL COMPANY	10032789466669462	946 STREETLIGHT STLG 150HPSA UNIT 150HP BRUNI TX 78344	South	19			NMLIGHT		\$0.00	0
AEP TEXAS CENTRAL COMPANY	10032789467524857	961 CASA BLANCA RD STLG 250MH LAREDO TX 78041	South	01			NMLIGHT		\$0.00	0
AEP TEXAS CENTRAL COMPANY	10032789479376770	7341 E SAUNDERS ST SHERRIF LAREDO TX 78040	South	19			BUSLOLF	AMSR	\$0.00	1
AEP TEXAS CENTRAL COMPANY	10032789468801831	1806 MARGARITA LN UNIT B RIO BRAVO TX 78046-7846	South	11			BUSLOLF	AMSM	\$0.00	13
AEP TEXAS CENTRAL COMPANY	10032789471292253	7210 E SAUNDERS ST LAREDO TX 78041-9000	South	19			NMLIGHT		\$0.00	0
AEP TEXAS CENTRAL COMPANY	10032789473639591	HIGHWAY 359 UNIT MSH BDS BRUNI TX 78344	South	06			BUSLOLF	AMSR	\$0.00	37
AEP TEXAS CENTRAL COMPANY	10032789473639592	BRUNI UNIT FL ODL BRUNI TX 78344	South	06			NMLIGHT		\$0.00	0
AEP TEXAS CENTRAL COMPANY	10032789474558696	5401 CISNEROS ST UNIT IRRIG LAREDO TX 78043-4755	South	14			BUSLOLF	AMSM	\$0.00	0
AEP TEXAS CENTRAL COMPANY	10032789474888736	3802 JIMENEZ UNIT LIFT EL CENIZO TX 78046-8052	South	11			BUSLOLF	AMSM	\$0.00	34
AEP TEXAS CENTRAL COMPANY	10032789476618121	3519 CECILIA LN UNIT COMMC EL CENIZO TX 78046-7994	South	11			BUSLOLF	AMSM	\$0.00	28



AEP TEXAS CENTRAL COMPANY	10032789476618122	3519 CECILIA LN ODLT 250HP EL CENIZO TX 78046-7994	South	20		NMLIGHT		\$0.00	0
AEP TEXAS CENTRAL COMPANY	10032789477702470	515 MARTHA DR ODLT 1KHPS LAREDO TX 78046-7620	South	11		NMLIGHT		\$0.00	0
AEP TEXAS CENTRAL COMPANY	10032789477715671	3549 CECILIA LN UNIT DAYCN EL CENIZO TX 78046-7994	South	11		BUSLOLF	AMSM	\$0.00	16
AEP TEXAS CENTRAL COMPANY	10032789477715672	3549 CECILIA LN ODLT 250HP EL CENIZO TX 78046-7994	South	11		NMLIGHT		\$0.00	0
AEP TEXAS CENTRAL COMPANY	10032789479477918	125 ATLANTA DR LAREDO TX 78045-7127	South	01		BUSLOLF	AMSM	\$0.00	40
AEP TEXAS CENTRAL COMPANY	10032789479676416	515 MARTHA DR UNIT PLANT LAREDO TX 78046- 7620	South	11		BUSHILF	AMSM	\$0.00	212
AEP TEXAS CENTRAL COMPANY	10032789480393826	5010 BOB BULLOCK LOOP # 2 LAREDO TX 78041-8804	South	19		BUSLOLF	AMSM	\$0.00	0
AEP TEXAS CENTRAL COMPANY	10032789481472935	2404 GALVESTON ST LAREDO TX 78043-3069	South	16		BUSLOLF	AMSR	\$0.00	26
AEP TEXAS CENTRAL COMPANY	10032789481931265	513 MARTHA DR UNIT MAIN LAREDO TX 78046- 7620	South	11		BUSLOLF	AMSM	\$0.00	21
AEP TEXAS CENTRAL COMPANY	10032789482890230	1607 ORQUIDIA LN ODLT 400HP RIO BRAVO TX 78046	South	11		NMLIGHT		\$0.00	0
AEP TEXAS CENTRAL COMPANY	10032789484225915	1990 ESPEJO MOLINA RD UNIT LIFT UNIT LIFT RIO BRAVO TX 78046	South	11		BUSLOLF	AMSM	\$0.00	18
AEP TEXAS CENTRAL COMPANY	10032789484772117	3519 CECILIA LN UNIT B&GCL EL CENIZO TX 78046-7994	South	11		BUSLOLF	AMSM	\$0.00	26
AEP TEXAS CENTRAL COMPANY	10032789487962835	3519 CECILIA LN EL CENIZO TX 78046-7994	South	11		BUSHILF	AMSR	\$0.00	0
AEP TEXAS CENTRAL COMPANY	10032789489420239	2001 PINDER AVE LAREDO TX 78040	South	09		BUSLOLF	AMSR	\$0.00	14
AEP TEXAS CENTRAL COMPANY	10032789489659102	4704 NARANJO AVE UNIT 2 LAREDO TX 78041	South	20		BUSLOLF	AMSM	\$0.00	13
AEP TEXAS CENTRAL COMPANY	10032789491974925	520 REYNOLDS ST LAREDO TX 78040-4013	South	18		BUSLOLF	AMSM	\$0.00	59
AEP TEXAS CENTRAL COMPANY	10032789495795381	1000 WASHINGTON ST LAREDO TX 78040-4400	South	10		BUSHILF	AMSM	\$0.00	385
AEP TEXAS CENTRAL COMPANY	10032789496477861	2801 IRELAND ST LAREDO TX 78046	South	13		BUSLOLF	AMSR	\$0.00	26
AEP TEXAS CENTRAL COMPANY	10032789496533495	947 STREETLIGHT STLG 250HPS BRUNI TX 78344	South	01		NMLIGHT		\$0.00	0
AEP TEXAS CENTRAL COMPANY	10032789497917820	610 E DEL MAR BLVD METER LAREDO TX 78041-2420	South	05		BUSLOLF	AMSM	\$0.00	2



AEP TEXAS CENTRAL COMPANY	10032789497917821	610 E DEL MAR BLVD ODLT 400HP LAREDO TX 78041-2420	South	05			NMLIGHT		\$0.00	0
AEP TEXAS CENTRAL COMPANY	10032789498286150	6500 SPRINGFIELD AVE UNIT R LAREDO TX 78041-6710	South	20			BUSLOLF	AMSR	\$0.00	27
AEP TEXAS CENTRAL COMPANY	10032789499274765	7210 E SAUNDERS ST LAREDO TX 78041-9000	South	21			BUSMEDLF	AMSM	\$0.00	25

Total Number of Points of Delivery = 142

Total Peak kW = 4,542

Total Monthly Standing Charges = \$0.00

**ESI ID ACKNOWLEDGEMENT**

Buyer represents and warrants that each and every ESI ID and Premise listed in this Exhibit A primarily serves Buyer's commercial non-residential purposes, and that all information listed therein (including the Monthly Contract Usage Quantities on Exhibit A-1) is accurate and correct. Buyer agrees to bear all responsibility, liability, and associated costs with regard to (i) the foregoing representation and warranty, as well as (ii) any missing ESI IDs not listed in Exhibit A, and/or ESI IDs erroneously listed on Exhibit A.

In the event this Exhibit A contains temporary placeholder ESI ID numbers (typically denoted by "TPH" at the beginning of the ESI ID number) for contracted future Buyer ESI IDs, then (i) Buyer shall give Seller at least thirty (30) days prior written notice of the date that each such ESI ID will be energized as a Buyer ESI ID (i.e., when Buyer will begin utilizing the applicable facility located at Buyer's Premise), (ii) Seller will not be obligated to serve any such ESI ID under the Agreement until, at the earliest, after the expiration of at least thirty (30) days after Buyer's written notice has been given to Seller, and (iii), in any event, Buyer's giving, or failure to give, timely notice to Seller shall not affect Buyer's obligation, under the Agreement, to be responsible for all volumes contracted for under the Agreement as reflected on Exhibit A-1.



## Exhibit A-1 – Monthly Contract Quantities



**Legal Name:** WEBB COUNTY

**Quote:** S0220221

**Total Contract kWh:** 83,895,876

Period*	Contract Quantities (kWh)
3/1/2019	631,104
4/1/2019	1,147,194
5/1/2019	1,342,315
6/1/2019	1,337,864
7/1/2019	1,275,469
8/1/2019	1,300,146
9/1/2019	1,340,385
10/1/2019	1,218,300
11/1/2019	1,180,659
12/1/2019	1,343,363
1/1/2020	1,257,954
2/1/2020	1,156,314
3/1/2020	1,119,117
4/1/2020	1,147,194
5/1/2020	1,342,315
6/1/2020	1,337,864
7/1/2020	1,275,469
8/1/2020	1,300,146
9/1/2020	1,340,385
10/1/2020	1,218,300
11/1/2020	1,180,659
12/1/2020	1,343,363
1/1/2021	1,257,954
2/1/2021	1,156,314
3/1/2021	1,119,117
4/1/2021	1,147,194
5/1/2021	1,342,315
6/1/2021	1,337,864
7/1/2021	1,275,469
8/1/2021	1,300,146
9/1/2021	1,340,385
10/1/2021	1,218,300
11/1/2021	1,180,659
12/1/2021	1,343,363
1/1/2022	1,257,954
2/1/2022	1,156,314
3/1/2022	1,119,117
4/1/2022	1,147,194
5/1/2022	1,342,315
6/1/2022	1,337,864
7/1/2022	1,275,469
8/1/2022	1,300,146
9/1/2022	1,340,385



10/1/2022	1,218,300
11/1/2022	1,180,659
12/1/2022	1,343,363
1/1/2023	1,257,954
2/1/2023	1,156,314
3/1/2023	1,119,117
4/1/2023	1,147,194
5/1/2023	1,342,315
6/1/2023	1,337,864
7/1/2023	1,275,469
8/1/2023	1,300,146
9/1/2023	1,340,385
10/1/2023	1,218,300
11/1/2023	1,180,659
12/1/2023	1,343,363
1/1/2024	1,257,954
2/1/2024	1,156,314
3/1/2024	1,119,117
4/1/2024	1,147,194
5/1/2024	1,342,315
6/1/2024	1,337,864
7/1/2024	1,275,469
8/1/2024	1,300,146
9/1/2024	1,340,385
10/1/2024	425,999

Total Number of Periods = 68

\* The first and/or last period(s) may reflect partial month volumes based on beginning and ending meter read cycles



MARGIE R. IBARRA  
COUNTY CLERK  
FILED

2019 APR 17 AM 9:20

WEBB COUNTY, TEXAS

BY VZ DEPUTY