

## BASE CONTRACT FOR SUPPLY OF ELECTRICITY

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 **CELINA INDEPENDENT SCHOOL DISTRICT**, 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 of the applicable Transaction Confirmation.

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

"**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.

"**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. Subject to the other terms and conditions herein, in the event that during the Agreement Term Seller ever should fail to deliver sufficient quantities of electricity to the TDSP for delivery to Buyer, or fail to schedule the delivery of electricity to Buyer by the TDSP, Buyer and Seller recognize that (i) the TDSP, per the TDSP's Tariff responsibilities, nevertheless is obligated to deliver sufficient electricity to satisfy Buyer's needs and (ii) Seller shall settle with ERCOT, at no additional cost or expense to Buyer, with respect to the purchase of electricity to cover any such failure. 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.

3.1 If at any time prior to the end of an Agreement Term (i) Seller, in its commercially reasonable opinion, determines that there has been a material adverse change in Buyer's or Buyer's parent's credit status or financial condition, (ii) Buyer becomes more than twenty (20) days in arrears in paying its bills under the Agreement (provided the unpaid amount is not a de minimis amount), or (iii) during any one hundred-twenty (120) day period of the Agreement Term Buyer becomes more than ten (10) days in arrears (provided the unpaid amount is not a de minimis amount) more than one (1) time, Seller may demand in writing Security from Buyer if it has not done so before, or an increase in the existing Security under the Agreement, in an amount and form reasonably acceptable to Seller under such Agreement up to a total amount equal to three (3) months of Buyer's payments under the Agreement and to the extent permitted by law.

3.2 (a) In addition, if at any time prior to the end of an Agreement Term Seller, in its commercially reasonable opinion, determines both that (A) there has been a material adverse change in Buyer's or Buyer's parent's credit status or financial condition and (B) Seller's Exposure (as defined below) exceeds twenty percent (20%) of the Threshold ("Threshold" being defined as the then remaining total revenue Seller is to obtain under the Agreement), then Seller may demand that Buyer submit to Seller one of the following (at Buyer's option as to which one), all in form and substance reasonably acceptable to Seller: (i) a cash deposit to Seller by Buyer, (ii) a guaranty from a credit support provider that is creditworthy, as determined in Seller's reasonable discretion, or (iii) a standby irrevocable letter of credit, from a financial institution reasonably acceptable to Seller. The amount of Performance Assurance from Buyer shall be equal to the lesser of (a) the amount by which Seller's Exposure exceeds twenty percent (20%) of the Threshold, or (b) three (3) months of Buyer's payments under the Agreement. (Items (i), (ii), and (iii) are collectively referred to as "Performance Assurance" from Buyer). "Seller's Exposure" means, for any date for which Seller's Exposure is calculated, an amount equal to the termination payment that would be payable from Buyer to Seller under the Agreement pursuant to Article 6.2 (a) of this Base Contract.

(b) Buyer shall provide to Seller any Security and/or Performance Assurance demanded pursuant to this Article III within five (5) business days of a request therefore. Seller shall return the Security, and accrued interest if a cash deposit was provided, to Buyer upon the earlier of (i) Seller's reasonable determination that such security is no longer necessary, or (ii) after the end of the Agreement Term after payment in full by Buyer of all amounts owed under the Agreement. Furthermore, in the event that Seller demanded Performance Assurance from Buyer due to Seller's Exposure exceeding twenty percent (20%) of the Threshold, Seller shall return the Performance Assurance, and accrued interest if a cash deposit was provided, to Buyer upon the earlier of (i) the end of the Agreement Term, (ii) whenever Seller's Exposure falls below twenty percent (20%) of the Threshold for any continuous ninety (90) calendar day period after receipt of the Performance Assurance, or (iii) whenever Buyer's or Buyer's parent's, whichever is applicable, credit status or financial condition has returned to the same or better status or condition that existed as of the date the Agreement was fully executed by Buyer.

3.3 All Security and/or Performance Assurance provided hereunder in the form of a cash deposit shall earn interest (until the deposit is returned) at a rate equal to the lesser of (a) 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 (b) the highest rate allowed by law.

#### **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. 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).

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 Except as may be prohibited by law, Seller, in its sole discretion, may (as a result of PUCT rules that forbid a REP from switching a customer to the POLR), upon 10 calendar days prior written notice to Buyer, direct the TDSP to disconnect electric service to the Premise(s) under an Agreement (i) upon expiration or termination of such Agreement for any reason, if Buyer has not executed a replacement agreement with Seller or switched to another electricity provider for the applicable Premise(s), or (ii) at any time thereafter, until Buyer either executes a replacement agreement with Seller or switches to another electricity provider for the applicable Premise(s). In any event, if Seller is ever determined to have been Buyer's electricity supplier for a period after the expiration or termination of an Agreement, then Seller may charge Buyer, as the Contract Price for Power utilized at such Premise(s) during such period, a price per kWh equivalent to Seller's then current "standard list price offer," and the other terms governing such sale shall be identical to those applicable to sales that occurred prior to the termination/expiration of the Agreement.

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), so long as Seller is also adjusting the Contract Price of similarly situated customers of Seller. 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 consume electricity from emergency generation during power outages at the Premise(s) and for purposes of testing such emergency generation.

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.

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. 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 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 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 or subleases (unless Buyer retains responsibility as Buyer under the Agreement for such leased or subleased premises), or 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) 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 (g) the failure of Buyer to timely pay security and/or Performance Assurance to Seller as may be required hereunder; or (h) Seller's failure to provide a monthly invoice to Buyer within sixty (60) days of receiving all necessary information when such failure is not cured within (30) calendar days following written notice of such failure. 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, (i) 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, and (ii) within 30 calendar days following such termination, Buyer shall 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 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 (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.

(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 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 current market cost of a kWh, minus the Contract Price. The current market cost in this instance shall mean the per kWh price Buyer would have to pay if entering into a commercially competitive contract with another REP for the same quantities and ESI IDs, and the remaining term after the early termination date through the end of the Agreement Term. The price offered by the POLR, or any REP's standard list price offer (or other similar pricing), shall not be used to calculate the Buyer's damages.

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.

**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 ability to effectuate delivery of power to the applicable ERCOT Hub, resulting in Buyer failing to receive electricity at its Premise(s). 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, or (d) Seller's inability to procure electricity at a price less than the Contract Price for reasons other than an event of Force Majeure or (e) failure of Seller's supplier's generation for reasons other than an event of Force Majeure that affects Seller's ability to effectuate delivery of power to the applicable ERCOT HUB.

#### **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 **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.**

**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.

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.

10.5 TXU hereby verifies that it does not boycott Israel and it will not boycott Israel during the term of this Agreement. For purposes of this verification "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TXU hereby verifies that at the time of execution of this Agreement, it does not appear on any of the lists prepared and maintained Sections 806.051, 807.051 or 2252.153 of the Texas Government Code.

#### **XI. RESPONSIBILITY.**

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 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 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.

#### **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 which has an equal or better credit rating as

Seller, and agrees to be bound by the terms and conditions of the Agreement, 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. 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.

**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 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.

**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. Seller hereby represents and warrants to Buyer as follows: (x) Seller's execution and delivery of an Agreement does not, and the performance by Seller of its obligations thereunder will not, violate any contract or agreement to which Seller is a party or pursuant to which its assets are bound, (y) Seller is a properly licensed REP with the PUCT; and (z) each Agreement is a valid and binding obligation of Seller, enforceable against it in accordance with its terms. Buyer hereby further represents and warrants to Seller that (a) Buyer is authorized by statute or the constitution to enter into each Agreement, and (b) the Agreement has been properly approved and executed. 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.

**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. THE PARTIES RECOGNIZE THAT THE AGREEMENTS ARE PERFORMABLE IN PART IN DALLAS COUNTY.

12.14 **Dispute Resolution.** 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]

12.15 **Contract Execution; Counterparts; Original Documents.** Each Party agrees that each Agreement, as well as any amendments thereto, may be executed in multiple counterparts and 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. 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.

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.

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 to the extent provided by Texas law.

The Parties have signed this Base Contract for Supply of Electricity document, acknowledging their agreement to its provisions as of August 16, 2018.

**CELINA INDEPENDENT SCHOOL DISTRICT**

**TXU ENERGY RETAIL COMPANY LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

"Buyer"

By: \_\_\_\_\_  
Name: Gabriel R. Castro  
Title: Vice President

"Seller"

## Transaction Confirmation for Supply of Electricity



Quote Number:	S0183403	Product:	Fixed Price Hub Unlimited Swing
Business Partner #:	0020123845		
Buyer:	Celina Independent School District 205 S COLORADO ST CELINA, TX 75009-6441	Seller:	TXU Energy Retail Company LLC REP Certification No. 10004 6555 Sierra Drive 1-W-1 Irving, Texas 75039 Attn: Retail Contract Administration
Phone:	(972) 382-2751	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> January 1, 2020	<b>Primary Term End Date:</b> May 31, 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")	<p>\$0.0387638 per kWh</p> <p>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, 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 to the applicable ERCOT Hub, but will exclude settlement charges for Congestion to the applicable ERCOT Load Zone (i.e., excludes the difference between the applicable ERCOT Hub price and the applicable ERCOT Load Zone price for each fifteen (15) minute interval/block of time contained in the applicable contract billing month) which will be passed through to Buyer without markup by Seller* pursuant to "(v) Other Charges" below.</p> <p>.....</p> <p><b>*Buyer should be aware that the Hub to Load Zone settlement differential per interval potentially could be very volatile, with effectively no cap or limitation on how high such interval costs can go. Market and other conditions potentially could result in significant increases in such costs for extended periods of time for which Buyer nevertheless will remain responsible for paying. Seller has not provided and is not providing under this transaction any risk management or hedges in conjunction with the costs associated with this Hub to Load Zone settlement differential.</b></p> <p>The Aggregator/Third Party Fee listed below is also included as a part of this All kWh Charge.</p>
	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 The Interlocal Purchasing System ("TIPS"), of which Buyer is a member, which payment is made pursuant to The Vendor Agreement (TIPS RFP 170603 Retail Electric Power) between Seller and TIPS facilitating the concluding of this transaction between Buyer and Seller.
<b>III. BILLING</b>	<b>Payment Terms:</b> Net 30 days from the date of the invoice via CHECK	



<b>IV. SPECIAL PROVISIONS</b>	<p><b>INITIAL SECURITY:</b> Not Applicable</p> <p><b>SECURITY AND CREDIT REQUIREMENTS</b> Section III. Security and Credit Requirements of the Base Contract shall be intentionally deleted with respect to this Agreement for the term of this Agreement.</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 \$2,300.00 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 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.</p> <p><b>REPRESENTATIONS</b> Seller represents that this Agreement, pursuant to the award to TXU Energy as a result of the TIPS RFP 170603 Retail Electric Power, complies with the terms and conditions contained in a separate agreement between Seller and TIPS.</p> <p><b>EXECUTION</b> 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.</p>
<b>V. BASE CONTRACT</b>	<p>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 &amp; A-1 and other attachments, as applicable, are incorporated herein by reference.</p>

Buyer Legal Name: Celina Independent School District, 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:	Officer's Printed Name: Gabriel R. Castro
Title:	Title: Vice President
Date:	Date:

# Exhibit A – Point of Delivery Listing



**Legal Name:** Celina Independent School District

**Quote:** S0183403

TDSP	ESI ID	ESI ID Address	Congestion Zone	Meter Cycle	Special Start Date	Special End Date	Profile	Meter Type	Standing Charge	ESI Peak KW
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720004764499	550 S UTAH ST CELINA TX 75009-6493	North	13			BUSLOLF	NIDR	\$0.00	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720007524909	205 S COLORADO ST CELINA TX 75009-6441	North	15			BUSNODEM	AMSR	\$0.00	6
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720001386227	503 E PECAN ST BLDG C CELINA TX 75009-6292	North	15			BUSLOLF	AMSM	\$0.00	85
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720001386289	706 E PECAN ST CELINA TX 75009-6110	North	15			BUSLOLF	AMSM	\$0.00	190
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720001397449	205 S COLORADO ST POLE CELINA TX 75009-6441	North	15			BUSLOLF	AMSM	\$0.00	82
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720001386351	503 E PECAN ST CELINA TX 75009-6292	North	15			BUSNODEM	AMSR	\$0.00	1
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720001388335	507 E MALONE ST CELINA TX 75009-6281	North	15			BUSLOLF	AMSM	\$0.00	160
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720001399402	ELM S OF MIDDLE SCH CELINA TX 75009	North	15			BUSNODEM	AMSR	\$0.00	2
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720004575205	706 E PECAN ST GRDL CELINA TX 75009-6195	North	15			NMLIGHT	UNMT	\$0.00	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720004701096	701 E PECAN ST GRDL 1 CELINA TX 75009-6256	North	15			NMLIGHT	UNMT	\$0.00	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720004701127	701 E PECAN ST GRDL 1 CELINA TX 75009-6256	North	15			NMLIGHT	UNMT	\$0.00	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720004728097	710 E PECAN ST GRDL 1 CELINA TX 75009-6195	North	21			NMLIGHT	UNMT	\$0.00	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720006006498	710 E PECAN ST GRDL CELINA TX 75009-6195	North	21			NMLIGHT	NIDR	\$0.00	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720006224583	710 E PECAN ST BLDG B CELINA TX 75009-6195	North	15			BUSLOLF	AMSR	\$0.00	15
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720006367214	706 E PECAN ST CELINA TX 75009-6195	North	15			BUSNODEM	AMSR	\$0.00	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720006425122	00000 PECAN CELINA TX 75009-0000	North	15			BUSNODEM	AMSR	\$0.00	11
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720006626901	501 E PECAN ST CELINA TX 75009-6292	North	15			BUSMEDLF	AMSR	\$0.00	11

ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720006734641	710 E PECAN ST BLDG PTBL CELINA TX 75009-6195	North	15			BUSNODEM	AMSM	\$0.00	13
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720006782598	550 S UTAH ST CELINA TX 75009-6493	North	15			BUSMEDLF	AMSM	\$0.00	255
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720006910039	710 E PECAN ST BLDG AG CELINA TX 75009-6195	North	15			BUSMEDLF	AMSM	\$0.00	18
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720007255612	701 E PECAN ST BLDG 4 CELINA TX 75009-6256	North	15			BUSNODEM	AMSR	\$0.00	2
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720007266539	710 E PECAN ST CELINA TX 75009-6195	North	15			BUSLOLF	AMSM	\$0.00	180
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720007524971	205 S COLORADO ST CELINA TX 75009-6441	North	15			BUSNODEM	AMSR	\$0.00	3
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720007691177	503 E PECAN ST STE D CELINA TX 75009-6292	North	15			BUSLOLF	AMSM	\$0.00	67
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720007922050	FOOTBALL FLD CELINA TX 75009-0000	North	15			BUSNODEM	AMSM	\$0.00	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720008325561	200 S LOUISIANA ST STE 130 CELINA TX 75009-6450	North	15			BUSNODEM	AMSR	\$0.00	6
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720008325592	200 S LOUISIANA ST STE 140 CELINA TX 75009-6450	North	15			BUSNODEM	AMSR	\$0.00	10
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720008335714	701 E PECAN ST BLDG MTR CELINA TX 75009-6256	North	15			BUSIDRRQ	IDR	\$0.00	289
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720008921490	126 N PRESTON RD CELINA TX 75009-0000	North	15			BUSNODEM	AMSR	\$0.00	2

Total Number of Points of Delivery = 29

Total Peak kW = 1,408

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:** Celina Independent School District

**Quote:** S0183403

**Total Contract kWh:** 12,037,055

Period*	Contract Quantities (kWh)
1/1/2020	96,352
2/1/2020	154,256
3/1/2020	143,249
4/1/2020	150,393
5/1/2020	248,328
6/1/2020	293,460
7/1/2020	330,843
8/1/2020	353,798
9/1/2020	305,811
10/1/2020	248,324
11/1/2020	183,614
12/1/2020	186,203
1/1/2021	186,515
2/1/2021	154,256
3/1/2021	143,249
4/1/2021	150,393
5/1/2021	248,328
6/1/2021	293,460
7/1/2021	330,843
8/1/2021	353,798
9/1/2021	305,811
10/1/2021	248,324
11/1/2021	183,614
12/1/2021	186,203
1/1/2022	186,515
2/1/2022	154,256
3/1/2022	143,249
4/1/2022	150,393
5/1/2022	248,328
6/1/2022	293,460
7/1/2022	330,843
8/1/2022	353,798
9/1/2022	305,811
10/1/2022	248,324
11/1/2022	183,614
12/1/2022	186,203
1/1/2023	186,515
2/1/2023	154,256
3/1/2023	143,249
4/1/2023	150,393
5/1/2023	248,328
6/1/2023	293,460
7/1/2023	330,843

8/1/2023	353,798
9/1/2023	305,811
10/1/2023	248,324
11/1/2023	183,614
12/1/2023	186,203
1/1/2024	186,515
2/1/2024	154,256
3/1/2024	143,249
4/1/2024	150,393
5/1/2024	248,328
6/1/2024	105,301

Total Number of Periods = 54

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