

Transaction Confirmation for Supply of Electricity



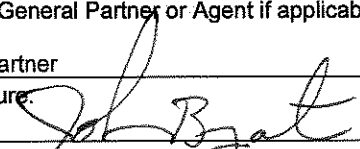
Quote Number:	S0635903	Product:	Fixed Price DMAC Hub
Business Partner #:	0026231181		
Buyer:	City of League City 300 W WALKER ST LEAGUE CITY, TX 77573	Seller:	TXU Energy Retail Company LLC REP Certification No. 10004 6555 Sierra Drive 1-W-1 Irving, Texas 75039 Attn: Retail Contract Administration
Phone:	(281) 554-1370	Fax:	
		Phone:	(866) 576-6745
		Fax:	(972) 556-6108

I. Term	Primary Term: 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.		
	Primary Term Start Date: May 1, 2024	Primary Term End Date: October 31, 2028	

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>\$0.0756121 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>*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.</p>
	ii. Excess Usage	<p>Excess Usage Tolerance:</p> <p>*See Section IV. Special Provisions titled "Material Adverse Change"</p>
	iii. Under Usage	<p>Under Usage Tolerance:</p> <p>*See Section IV. Special Provisions titled "Material Adverse Change"</p>
	iv. Standing Charge	The sum of the Monthly Standing Charges for all ESI IDs as listed in Exhibit A.
	v. Other Charges	Varies by ESI ID throughout the Term. 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	Varies by ESI ID throughout the Term. 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	The pricing under this Agreement reflects a payment to TFS Energy Solutions LLC in connection with its efforts to facilitate Buyer and Seller entering into this Agreement.

	Party Fee	
III. BILLING IV. SPECIAL PROVISIONS	<p>Payment Terms: Net 15 days from the date of the invoice via Check</p> <p>INITIAL SECURITY: An initial cash deposit in the amount of \$0.00 is required within ten (10) 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>MATERIAL ADVERSE CHANGE In the event Buyer's total Power usage under the Agreement for any calendar month during the Agreement Term should ever (i) exceed the Power quantities for such month (as listed in Exhibit A-1) by more than 25%, or (ii) fall short of the Power quantities listed for such month by more than 25% for two consecutive months, then upon the next such occurrence during the Agreement Term (whether over and/or under usage) Seller shall have the right to reset the Excess and Under Usage Tolerances under the Agreement (for such next occurrence month and all future months of the Agreement Term) from "unlimited" to a monthly bandwidth of twenty five percent (25%) above and below the contracted Power quantities listed in Exhibit A-1 for the applicable month. In such event, any Excess or Under Usage will be billed as follows:</p> <p>Excess Usage If Buyer's total consumption of Power for all Premises in a calendar month exceeds the total amount listed in Exhibit A-1 for such month by more than the Excess Usage Tolerance percentage specified below, then Seller may charge Buyer 105% of the then current Market Price (as defined below) as the "Contract Price" for such excess quantities. The "Market Price", for purposes of this Excess Usage paragraph and the Under Usage paragraph below, shall be the weighted average of the Real Time Settlement Point Prices for the applicable hub(s) in the applicable month; plus all charges associated with 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"). 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>Excess Usage Tolerance: 25 %</p> <p>*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.</p> <p>Under Usage Except to the extent caused by a Force Majeure event or Seller's breach, if Buyer's total consumption of Power for all Premises in a calendar month is less than the total amount listed in Exhibit A-1 for such month by more than the Under Usage Tolerance percentage specified below, then, in addition to paying for the Power actually consumed, Buyer agrees to pay Seller for the cost of liquidating the Shortfall Quantity. The "Shortfall Quantity" shall mean [(100% minus the Under Usage Tolerance percentage specified below) multiplied by (the aggregated monthly contract usage quantities listed on Exhibit A-1 for the applicable month)) minus (the aggregated quantities consumed by Buyer during the month)]. The cost of liquidating the Shortfall Quantity shall be the positive amount, if any, calculated as follows: [(the Shortfall Quantity) multiplied by (the Contract Price minus 95% of the then current Market Price for the Shortfall Quantity)].</p> <p>Under Usage Tolerance: 25 %</p> <p>*Buyer should be aware that the Market Price in the above calculations for Excess Usage and Under Usage quantities potentially could be volatile. Market and other conditions that affect the Market Price potentially could result in significant increases in Buyer's costs in months where Excess or Under Usage has occurred 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 Buyer's usage outside of the Usage Tolerances identified herein.</p> <p>REMEDIES UPON TERMINATION Section 6.1 of the Base Contract shall be replaced with the following provisions with respect to this Agreement for the term of this Agreement:</p> <p>6.1 A "Material Breach" of an Agreement means: (a) the failure of either Party to make any payment due to the other</p>	

	<p>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.</p> <p>EXECUTION</p> <p>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>
<p>V. BASE CONTRACT</p>	<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 & A-1 and other attachments, as applicable, are incorporated herein by reference.</p>

Buyer Legal Name: City of League City 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: John Baumgartner	Officer's Printed Name:
Title: City Manager	Title:
Date: 4-30-24	Date:

RE SMK

Exhibit A-1 – Monthly Contract Quantities



Legal Name: City of League City

Quote: S0635903

Total Contract kWh: 3,611,123

Period*	Contract Quantities (kWh)
5/1/2024	35,669
6/1/2024	79,651
7/1/2024	81,862
8/1/2024	87,080
9/1/2024	74,087
10/1/2024	67,205
11/1/2024	54,257
12/1/2024	47,198
1/1/2025	48,617
2/1/2025	50,015
3/1/2025	60,789
4/1/2025	66,303
5/1/2025	71,852
6/1/2025	79,651
7/1/2025	81,862
8/1/2025	87,080
9/1/2025	74,087
10/1/2025	67,205
11/1/2025	54,257
12/1/2025	47,198
1/1/2026	48,617
2/1/2026	50,015
3/1/2026	60,789
4/1/2026	66,303
5/1/2026	71,852
6/1/2026	79,651
7/1/2026	81,862
8/1/2026	87,080
9/1/2026	74,087
10/1/2026	67,205
11/1/2026	54,257
12/1/2026	47,198
1/1/2027	48,617
2/1/2027	50,015
3/1/2027	60,789
4/1/2027	66,303
5/1/2027	71,852
6/1/2027	79,651
7/1/2027	81,862
8/1/2027	87,080
9/1/2027	74,087
10/1/2027	67,205
11/1/2027	54,257

12/1/2027	47,198
1/1/2028	48,617
2/1/2028	50,015
3/1/2028	60,789
4/1/2028	66,303
5/1/2028	71,852
6/1/2028	79,651
7/1/2028	81,862
8/1/2028	87,080
9/1/2028	74,087
10/1/2028	67,205
11/1/2028	29,905

Total Number of Periods = 55

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

Exhibit A – Point of Delivery Listing



Legal Name: City of League City

Quote: S0635903

TDSP	ESI ID	ESI ID Address	Congestion Zone	Meter Cycle	Special Start Date	Special End Date	Profile	Meter Type	Standing Charge	ESI Peak KW
TEXAS-NEW MEXICO POWER CO	10400514343520001	1150 BALL PARK WAY BLDG BAL PK LEAGUE CITY TX 77573-4965	Houston	13			BUSLOLF	NIDR	\$0.00	294

Total Number of Points of Delivery = 1

Total Peak kW = 294

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.