



City of League City  
200 W WALKER ST  
LEAGUE CITY, TX 77573-3836

## TXU ENERGY WELCOMES YOU TO A NEW LEVEL OF SERVICE

April 11, 2016

Dear Sir or Madam,

**Thank you for choosing TXU Energy as your retail electric provider.** Your decision ensures that you will receive outstanding customer service, excellent value for your dollar, and the security and stability of TXU Energy, the #1 choice for electric service in Texas.

Enclosed for your files is a copy of your new fully executed TXU Energy agreement. At this time, I would like to explain the roles of two other key team members that will be involved in the ongoing support of your account.

- **Account Manager (AM)** – Your dedicated AM provides ongoing support, data analysis, historical reporting, and assistance with complex contract and/or service issues.
- **Account Service Manager (ASM)** – Your ASM is your dedicated day-to-day contact. He or she will be your primary contact for most of your questions, including billing and/or service questions.

Your ASM will contact you shortly to introduce him/herself, address any questions that you may have, and provide you with additional information about the benefits of being a TXU Energy customer.

I personally want to welcome you to the TXU Energy family and thank you for your business. Our team looks forward to working with you and your organization.

Sincerely,

*Emily Sohlden*

Sales Executive  
TXU Energy

Enclosures

**KEY CONTACT NUMBER**  
**ASM main #: 866-898-3465**

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

TXU Energy Retail Electric Company LLC  
Irving, TX United States

Certificate Number:  
2016-35861

Date Filed:  
04/06/2016

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of League City

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

LC16-199  
Electricity

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Wooten, Bob	Houston, TX United States		X
TFS Energy Solutions LLC	Houston, TX United States		X
Texas Competitive Electric Holdings Company	Dallas, TX United States	X	
Kirby, Carrie	Dallas, TX United States	X	
Hudson, Scott	Irving, TX United States	X	
Keglevic, Paul	Dallas, TX United States	X	
Burke, James	Irving, TX United States	X	

5 Check only if there is NO Interested Party. ☐

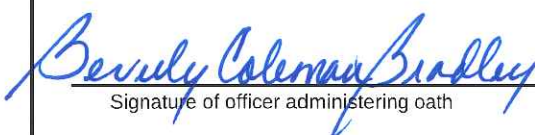
### 6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Gabriel R. Castro, this the 7th day of April, 2016, to certify which, witness my hand and seal of office.

  
Signature of officer administering oath

Beverly Coleman Bradley  
Printed name of officer administering oath

Notary  
Title of officer administering oath

TXU Energy Retail Company LLC  
REP Certification No. 10004  
6555 Sierra Drive 3-S-24  
Irving, TX 75039



DATE: April 1, 2016  
SELLER: TXU Energy Retail Company LLC  
BUYER: City of League City  
200 W WALKER ST  
LEAGUE CITY, TX 77573-3836  
QUOTE NUMBER: 0065174360

#### ESI ID REGISTRATION ACKNOWLEDGEMENT

By signing this acknowledgement, Buyer represents and warrants that all information referenced and shown in Exhibits A and A-1 to the subject Transaction Confirmation for the Supply of Electricity ("Transaction Confirmation") is correct, to the best of its knowledge, for all of the ESI IDs and Premises listed in such Exhibits A and A-1 and contracted under such Transaction Confirmation. Buyer further represents and warrants that each and every ESI ID and Premise listed in such Exhibit A primarily serves Buyer's commercial non-residential purposes, and that all information listed therein (including the Monthly Contract Usage Quantities) 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.

AGREED AND ACCEPTED BY:

Signature: \_\_\_\_\_

Printed Name: Mark Rohr

Title: City Manager

Date: April 1, 2016





### Transaction Confirmation for Supply of Electricity

Quote Number:	0065174360			Product:	Fixed Price Hub MAC		
Business Partner #:	0026231181						
Buyer:	City of League City 200 W WALKER ST LEAGUE CITY, TX 77573-3836			Seller:	TXU Energy Retail Company LLC REP Certification No. 10004 6555 Sierra Drive 3-S-24 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: November 1, 2017		Primary Term End Date: October 31, 2022

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>\$0.03837 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 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>*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: Unlimited*</p> <p>*See Section IV. Special Provisions titled "Material Adverse Change"</p>
	iii. Under Usage	<p>Under Usage Tolerance: Unlimited*</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 Party Fee	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.



III. BILLING	Payment Terms: Net 30 days from the date of the invoice via CHECK
IV. SPECIAL PROVISIONS	<p data-bbox="391 279 727 306">INITIAL SECURITY: Not Applicable.</p> <p data-bbox="391 327 695 354"><b>MATERIAL ADVERSE CHANGE</b></p> <p data-bbox="391 354 1469 520">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%, then upon the second 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 second 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 data-bbox="472 569 613 596"><b>Excess Usage</b></p> <p data-bbox="472 596 1469 905">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 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 data-bbox="472 926 760 953">Excess Usage Tolerance: 25 %</p> <p data-bbox="472 974 1469 1115">*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 data-bbox="472 1163 602 1190"><b>Under Usage</b></p> <p data-bbox="472 1190 1469 1409">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 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 data-bbox="472 1430 748 1457">Under Usage Tolerance: 25 %</p> <p data-bbox="391 1478 781 1505"><b>TXU ENERGY GREENBACK PROGRAM</b></p> <p data-bbox="391 1505 1469 1715">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 \$28,000.00 in rebates for qualifying energy efficiency work performed and completed at Buyer's Premises <b>after execution of this Transaction Confirmation</b>. Documentation for all such work must be submitted to Seller by December 31, 2017 (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 data-bbox="391 1736 797 1764"><b>ADDITION AND REMOVAL OF PREMISES</b></p> <p data-bbox="391 1764 1365 1791">Sections 5.1 and 5.2 of the Base Contract shall be replaced with the following provisions for this Agreement:</p> <p data-bbox="391 1812 1469 1900">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</p>



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.

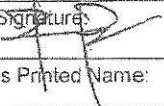
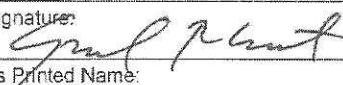
#### **BLEND AND EXTEND**

Both Parties will work in good faith during the Agreement Term to reasonably accommodate and assist Buyer with the management of its electricity needs at the Premises. For example, if Buyer desires to blend and extend the Agreement Term (i.e., blending the existing price, on a prospective basis, with a new market based price for a time period extending the term of the existing Agreement), both Parties will work in good faith to mutually agree upon the terms and conditions that are economically viable to both Parties. However, notwithstanding the previous language, nothing contained herein shall be construed as to deny or diminish the economic benefit of the Agreement to either Party, and neither Party shall be under any obligation whatsoever to agree to a modification that would have such result.

#### **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: 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: Mark Rohr	Officer's Printed Name: Gabriel R. Castro
Title: City Manager	Title: Vice President
Date: April 1, 2016	Date: 4/7/16



# Exhibit A – Point of Delivery Listing



Legal Name: City of League City  
 Estimated Load Factor: 29.24  
 Total Contract kWh: 136,739,750  
 Primary Term: 60

Quote: 0065174360  
 Price Type: Fixed

TDSP	Delivery Voltage	ESI ID	ESI ID Address	Congestion Zone	Meter Cycle	Meter Cycle Start	Meter Cycle End	Profile	IDR or Non-IDR	Standing Charge	ESI Peak kW
TNM P	Secondary	10400513304950001	2091 1/2 SOUTH SHORE BLV ROADWAY LEAGUE CITY TX 77573-0000	HOUSTON	10	November 13, 2017	November 13, 2022	BUSNODE M	NON-IDR	0	1
TNM P	Secondary	10400513306990001	2202 1/2 FM 518 RD E LEAGUE CITY TX 77573-2720	HOUSTON	10	November 13, 2017	November 13, 2022	BUSNODE M	NON-IDR	0	2
TNM P	Secondary	10400513336360001	1901 1/2 E MAIN ROADWAY LEAGUE CITY TX 77573	HOUSTON	13	November 16, 2017	November 16, 2022	BUSNODE M	NON-IDR	0	1
TNM P	Secondary	10400513340990001	1502 1/2 FM 646 LEAGUE CITY TX 77573	HOUSTON	13	November 16, 2017	November 16, 2022	BUSLOLF	NON-IDR	0	49
TNM P	Secondary	10400513342000001	839 CONSTELLATION BLV LEAGUE CITY TX 77573	HOUSTON	10	November 13, 2017	November 13, 2022	BUSMEDL F	NON-IDR	0	7
TNM P	Secondary	10400513349130001	9500 HPS W/P UNIT 9500W STRTLT LEAGUE CITY TX 77573-0000	HOUSTON	08	November 9, 2017	November 8, 2022	NMLIGHT	NON-IDR	0	82
TNM P	Secondary	10400513354750001	22000 HPS O/P 1 UNIT 22000W STRTLT LEAGUE CITY TX 77573-0000	HOUSTON	08	November 9, 2017	November 8, 2022	NMLIGHT	NON-IDR	0	0
TNM P	Secondary	10400513358350001	611 1/2 W MAIN ROADWAY LEAGUE CITY TX 77573	HOUSTON	13	November 16, 2017	November 16, 2022	BUSNODE M	NON-IDR	0	1
TNM P	Secondary	10400513359600001	9500 HPS W/P UG UNIT 9500W STRTLT LEAGUE CITY TX 77573-0000	HOUSTON	08	November 9, 2017	November 8, 2022	NMLIGHT	NON-IDR	0	0
TNM P	Secondary	10400513380560001	380 1/2 AMBER LN LEAGUE CITY TX 77573-1804	HOUSTON	07	November 8, 2017	November 7, 2022	BUSLOLF	NON-IDR	0	6
TNM P	Secondary	10400513397830001	2203 1/2 SHORE POINTE DR LEAGUE CITY TX 77573-6629	HOUSTON	10	November 13, 2017	November 13, 2022	BUSNODE M	NON-IDR	0	0
TNM P	Secondary	10400513423220001	22000 HPS W/P UNIT 22000W STRTLT LEAGUE CITY TX 77573-0000	HOUSTON	08	November 9, 2017	November 8, 2022	NMLIGHT	NON-IDR	0	34
TNM P	Secondary	10400513455670001	22000 HPS O/P UNIT 22000W STRTLT LEAGUE CITY TX 77573-0000	HOUSTON	08	November 9, 2017	November 8, 2022	NMLIGHT	NON-IDR	0	0
TNM P	Secondary	10400513455670002	114 22000 HPS W/P LEAGUE CITY TX 77573	HOUSTON	08	November 9, 2017	November 8, 2022	NMLIGHT	NON-IDR	0	0
TNM P	Secondary	10400513465530001	5123 1/2 CANDLEWOOD DR LEAGUE CITY TX 77573-3192	HOUSTON	07	November 8, 2017	November 7, 2022	BUSMEDL F	NON-IDR	0	32

TNM P	Secondary	10400513482760001	22000 HPS OIP UNIT 2200W STRTLT LEAGUE CITY TX 77573-0000	HOUSTON	08	November 9, 2017	November 8, 2022	NMLIGHT	NON-IDR	0	0
TNM P	Secondary	10400513488770001	2101 1/2 BARRINGTON POINTE DR LEAGUE CITY TX 77573-3953	HOUSTON	10	November 13, 2017	November 13, 2022	BUSMEDL F	NON-IDR	0	2
TNM P	Secondary	10400513489300001	8150 MV UG OIP 1 UNIT 8150W STRTLT LEAGUE CITY TX 77573-0000	HOUSTON	08	November 9, 2017	November 8, 2022	NMLIGHT	NON-IDR	0	73
TNM P	Secondary	10400513499060001	1400 1/2 W LEAGUE CITY PKWAY LEAGUE CITY TX 77573-8316	HOUSTON	13	November 16, 2017	November 16, 2022	BUSLOLF	NON-IDR	0	0
TNM P	Secondary	10400513499070001	331 1/2 CALDER DR LEAGUE CITY TX 77573- 3662	HOUSTON	13	November 16, 2017	November 16, 2022	BUSNODE M	NON-IDR	0	0
TNM P	Secondary	10400513509900001	9500 HPS UG OIP1 UNIT 9500W STRTLT LEAGUE CITY TX 77573-0000	HOUSTON	08	November 9, 2017	November 8, 2022	NMLIGHT	NON-IDR	0	680
TNM P	Secondary	10400513514160001	9500 HPS OIP 1 UNIT 9500W STRTLT LEAGUE CITY TX 77573-0000	HOUSTON	08	November 9, 2017	November 8, 2022	NMLIGHT	NON-IDR	0	0
TNM P	Secondary	10400513514160002	806 9500 HPS OIP 1 LEAGUE CITY TX 77573- 0000	HOUSTON	08	November 9, 2017	November 8, 2022	NMLIGHT	NON-IDR	0	0
TNM P	Secondary	10400513521850001	3575 FM 518 RD E LEAGUE CITY TX 77573- 9324	HOUSTON	06	November 7, 2017	November 6, 2022	BUSMEDL F	NON-IDR	0	22
TNM P	Secondary	10400513541770001	3100W HPS UG OIP1 LEAGUE CITY TX 77573	HOUSTON	07	November 8, 2017	November 7, 2022	NMLIGHT	NON-IDR	0	0
TNM P	Secondary	10400513541770002	3100W HPS UG OIP1 LEAGUE CITY TX 77573	HOUSTON	07	November 8, 2017	November 7, 2022	NMLIGHT	NON-IDR	0	0
TNM P	Secondary	10400513541770003	3100W HPS UG OIP1 LEAGUE CITY TX 77573	HOUSTON	07	November 8, 2017	November 7, 2022	NMLIGHT	NON-IDR	0	0
TNM P	Secondary	10400513590460002	9500 HPS OIP UNIT 9500W STRTLT LEAGUE CITY TX 77573-0000	HOUSTON	08	November 9, 2017	November 8, 2022	NMLIGHT	NON-IDR	0	0
TNM P	Secondary	10400513719470001	175 N BAY AREA BLVD LEAGUE CITY TX 77573- 1783	HOUSTON	07	November 8, 2017	November 7, 2022	BUSMEDL F	NON-IDR	0	24
TNM P	Secondary	10400513720160001	5701 ORANGE BLOSSOM CT LEAGUE CITY TX 77573-3781	HOUSTON	07	November 8, 2017	November 7, 2022	BUSLOLF	NON-IDR	0	23
TNM P	Secondary	10400513776230001	721 E MAIN ST LEAGUE CITY TX 77573-2455	HOUSTON	13	November 16, 2017	November 16, 2022	BUSMEDL F	NON-IDR	0	13
TNM P	Secondary	10400513794820001	821 N KANSAS AVE LEAGUE CITY TX 77573- 2362	HOUSTON	10	November 13, 2017	November 13, 2022	BUSMEDL F	NON-IDR	0	49
TNM P	Secondary	10400513794820002	821 N KANSAS AVE LEAGUE CITY TX 77573- 2362	HOUSTON	10	November 13, 2017	November 13, 2022	NMLIGHT	NON-IDR	0	0
TNM P	Secondary	10400513817510001	5551 1/2 FM 646 UNIT LIFT DICKINSON TX 77539-0000	HOUSTON	18	November 27, 2017	November 27, 2022	BUSLOLF	NON-IDR	0	106
TNM P	Secondary	10400513826560001	201 1/2 GULF FWY S LEAGUE CITY TX 77573- 3523	HOUSTON	07	November 8, 2017	November 7, 2022	NMLIGHT	NON-IDR	0	0
TNM P	Secondary	10400513873470001	3613 DOVE MEADOWS DR DICKINSON TX 77539-4005	HOUSTON	18	November 27, 2017	November 27, 2022	BUSMEDL F	NON-IDR	0	7



TNM P	Secondary	10400513886660001	800 N WISCONSIN AVE LEAGUE CITY TX 77573	HOUSTON	10	November 13, 2017	November 13, 2022	NMFLIGHT	NON-IDR	0	0
TNM P	Secondary	10400513886660003	800 N WISCONSIN AVE LEAGUE CITY TX 77573	HOUSTON	10	November 13, 2017	November 13, 2022	NMFLIGHT	NON-IDR	0	0
TNM P	Secondary	10400513886660004	800 N WISCONSIN AVE LEAGUE CITY TX 77573	HOUSTON	10	November 13, 2017	November 13, 2022	NMFLIGHT	NON-IDR	0	0
TNM P	Secondary	10400513888290001	911 N KANSAS AVE LEAGUE CITY TX 77573	HOUSTON	10	November 13, 2017	November 13, 2022	BUSLOLF	NON-IDR	0	80
TNM P	Secondary	10400513918510001	3852 FM 518 RD E LEAGUE CITY TX 77573- 0723	HOUSTON	06	November 7, 2017	November 6, 2022	BUSNODE M	NON-IDR	0	0
TNM P	Secondary	10400513937370001	500 1/2 PEAR ST UNIT LIFT LEAGUE CITY TX 77573- 0000	HOUSTON	06	November 7, 2017	November 6, 2022	BUSLOLF	NON-IDR	0	20
TNM P	Secondary	10400513944690001	402 BENT CREEK LN LEAGUE CITY TX 77573	HOUSTON	07	November 8, 2017	November 7, 2022	BUSLOLF	NON-IDR	0	9
TNM P	Secondary	10400513954730001	821 E MAIN TRAFLET LEAGUE CITY TX 77573- 0000	HOUSTON	13	November 16, 2017	November 16, 2022	NMFLAT	NON-IDR	0	0
TNM P	Secondary	10400513963140001	2998 1/2 S GULF FWY ROADWAY LEAGUE CITY TX 77573	HOUSTON	13	November 16, 2017	November 16, 2022	BUSNODE M	NON-IDR	0	4
TNM P	Secondary	10400513985400001	2661 1/2 WOODCOCK LEAGUE CITY TX 77573- 0000	HOUSTON	06	November 7, 2017	November 6, 2022	BUSNODE M	NON-IDR	0	19
TNM P	Secondary	10400514035470001	151 N EGRET BAY BLVD LEAGUE CITY TX 77573- 2667	HOUSTON	10	November 13, 2017	November 13, 2022	BUSNODE M	NON-IDR	0	0
TNM P	Secondary	10400514045130001	2998 1/2 W MAIN ST LEAGUE CITY TX 77573	HOUSTON	07	November 8, 2017	November 7, 2022	BUSLOLF	NON-IDR	0	156
TNM P	Secondary	10400514053620001	2150 1/2 BAY AREA BLV *UNIT LIFT LEAGUE CITY TX 77573-0000	HOUSTON	09	November 10, 2017	November 9, 2022	BUSLOLF	NON-IDR	0	30
TNM P	Secondary	10400514054540001	902 1/2 A FM 270 TFLTFL LEAGUE CITY TX 77573	HOUSTON	13	November 16, 2017	November 16, 2022	BUSNODE M	NON-IDR	0	0
TNM P	Secondary	10400514104670001	815 1/2 CENTERPOINTE UNIT LIFT LEAGUE CITY TX 77573-0000	HOUSTON	13	November 16, 2017	November 16, 2022	BUSLOLF	NON-IDR	0	9
TNM P	Secondary	10400514109100001	3401 1/2 E HWY 96 ROADWAY LEAGUE CITY TX 77573	HOUSTON	06	November 7, 2017	November 6, 2022	BUSNODE M	NON-IDR	0	1
TNM P	Secondary	10400514109110001	2251 1/2 E HWY 96 ROADWAY LEAGUE CITY TX 77573	HOUSTON	06	November 7, 2017	November 6, 2022	BUSNODE M	NON-IDR	0	1
TNM P	Secondary	10400514110000001	1251 1/2 E HWY 96 ROADWAY LEAGUE CITY TX 77573	HOUSTON	13	November 16, 2017	November 16, 2022	BUSNODE M	NON-IDR	0	1
TNM P	Secondary	10400514112420001	3191 1/2 MARINA BAY DR ROADWAY LEAGUE CITY TX 77573-0000	HOUSTON	10	November 13, 2017	November 13, 2022	BUSNODE M	NON-IDR	0	1
TNM P	Secondary	10400514122900001	101 1/2 E HWY 96 ROADWAY LEAGUE CITY TX 77573- 5421	HOUSTON	06	November 7, 2017	November 6, 2022	BUSNODE M	NON-IDR	0	1
TNM P	Secondary	10400514123120001	505 1/2 HIGHWAY 3 N LEAGUE CITY TX 77573- 2133	HOUSTON	13	November 16, 2017	November 16, 2022	BUSHILF	NON-IDR	0	1



TNM P	Secondary	10400514125410001	1860 1/2 S GULF FWY ROADWAY LEAGUE CITY TX 77573-5137	HOUSTON	13	November 16, 2017	November 16, 2022	BUSNODE M	NON-IDR	0	1
TNM P	Secondary	10400514127000001	2625 1/2 FM 646 ROADWAY LEAGUE CITY TX 77573- 0000	HOUSTON	17	November 22, 2017	November 22, 2022	BUSNODE M	NON-IDR	0	1
TNM P	Secondary	10400514127920001	308 1/2 LIGHTHOUSE BLVD LEAGUE CITY TX 77573	HOUSTON	10	November 13, 2017	November 13, 2022	BUSNODE M	NON-IDR	0	0
TNM P	Secondary	10400514157790001	2102 1/2 W FM 646 RD LEAGUE CITY TX 77573	HOUSTON	17	November 22, 2017	November 22, 2022	BUSLOLF M	NON-IDR	0	12
TNM P	Secondary	10400514169710001	2627 1/2 QUIVIRA TRCE LEAGUE CITY TX 77573- 7280	HOUSTON	10	November 13, 2017	November 13, 2022	BUSLOLF M	NON-IDR	0	6
TNM P	Secondary	10400514178280001	6500 1/2 S SHORE BLVD LEAGUE CITY TX 77573- 3296	HOUSTON	06	November 7, 2017	November 6, 2022	BUSLOLF M	NON-IDR	0	48
TNM P	Secondary	10400514178290001	5401 1/2 BRITTANY BAY LEAGUE CITY TX 77573- 0080	HOUSTON	09	November 10, 2017	November 9, 2022	BUSLOLF M	NON-IDR	0	32
TNM P		10400514228790001	100 RAILROAD AVE LEAGUE CITY TX 77573- 0000	HOUSTON	10	November 13, 2017	November 13, 2022	BUSLOLF M	NON-IDR	0	10
TNM P	Secondary	10400514255590001	3250 1/2 CROSS COLONY DR UNIT LIFT S DICKINSON TX 77539-0000	HOUSTON	18	November 27, 2017	November 27, 2022	BUSLOLF M	NON-IDR	0	17
TNM P	Secondary	10400514256770001	2898 BAY CREEK DR BLDG FIRE DICKINSON TX 77539-0000	HOUSTON	17	November 22, 2017	November 22, 2022	BUSMEDL F	NON-IDR	0	33
TNM P	Secondary	10400514260320001	500 W WALKER ST LEAGUE CITY TX 77573- 3840	HOUSTON	13	November 16, 2017	November 16, 2022	BUSHILF M	NON-IDR	0	72
TNM P	Secondary	10400514260450001	2501 1/2 BRITTANY LAKES DR LEAGUE CITY TX 77573-6215	HOUSTON	07	November 8, 2017	November 7, 2022	BUSLOLF M	NON-IDR	0	25
TNM P	Secondary	10400514280150001	2120 HOBBS RD LEAGUE CITY TX 77573-5103	HOUSTON	07	November 8, 2017	November 7, 2022	BUSMEDL F	NON-IDR	0	62
TNM P	Secondary	10400514283130001	4350 1/2 FM 646 ROADWAY DICKINSON TX 77539-0000	HOUSTON	18	November 27, 2017	November 27, 2022	BUSNODE M	NON-IDR	0	1
TNM P	Secondary	10400514297310001	309 1/2 BRANDY RIDGE LN DICKINSON TX 77539-4357	HOUSTON	18	November 27, 2017	November 27, 2022	BUSLOLF M	NON-IDR	0	9
TNM P	Secondary	10400514306130001	5975 1/2 FM 518 ROADWAY LEAGUE CITY TX 77573	HOUSTON	09	November 10, 2017	November 9, 2022	BUSNODE M	NON-IDR	0	1
TNM P	Secondary	10400514318080001	260 S EGGRET BAY BLVD LEAGUE CITY TX 77573- 2582	HOUSTON	13	November 16, 2017	November 16, 2022	BUSMEDL F	NON-IDR	0	44
TNM P	Secondary	10400514319590001	6060 SOUTH SHORE BLV LEAGUE CITY TX 77573- 0000	HOUSTON	06	November 7, 2017	November 6, 2022	BUSMEDL F	NON-IDR	0	26
TNM P	Secondary	10400514321800001	2822 1/2 CROSS COLONY DR DICKINSON TX 77539- 0000	HOUSTON	17	November 22, 2017	November 22, 2022	BUSLOLF M	NON-IDR	0	7
TNM P	Secondary	10400514327170001	1398 1/2 FM 646 TFL TFL LEAGUE CITY TX 77573- 0000	HOUSTON	13	November 16, 2017	November 16, 2022	BUSNODE M	NON-IDR	0	0
TNM P	Secondary	10400514335490001	6997 CALDER UNIT LIFTST LFTSTA LEAGUE CITY TX 77573-0000	WEST	17	November 22, 2017	November 22, 2022	BUSLOLF M	NON-IDR	0	27



TNM P	Secondary	10400514344020001	1812 1/2 W FM 646 RD LEAGUE CITY TX 77573	HOUSTON	17	November 22, 2017	November 22, 2022	BUSNODE M	NON-IDR	0	1
TNM P	Secondary	10400514355340001	2697 1/2 MARINA BAY DR LEAGUE CITY TX 77573- 2759	HOUSTON	10	November 13, 2017	November 13, 2022	BUSNODE M	NON-IDR	0	1
TNM P	Secondary	10400514358140001	1720 1/2 W MAIN ROADWAY LEAGUE CITY TX 77573	HOUSTON	13	November 16, 2017	November 16, 2022	BUSNODE M	NON-IDR	0	2
TNM P	Secondary	10400514358430001	4122 BRITTANY BAY LEAGUE CITY TX 77573	HOUSTON	09	November 10, 2017	November 9, 2022	BUSLOLF	NON-IDR	0	13
TNM P	Secondary	10400514360530001	2798 1/2 JUSTIN LEAGUE CITY TX 77573-0000	HOUSTON	06	November 7, 2017	November 6, 2022	BUSLOLF	NON-IDR	0	28
TNM P	Secondary	10400514364410001	1151 1/2 BIG LEAGUE DREAMS PKWY LEAGUE CITY TX 77573-4966	HOUSTON	13	November 16, 2017	November 16, 2022	BUSLOLF	NON-IDR	0	91
TNM P	Secondary	10400514366020001	2800 1/2 CALDER DR LEAGUE CITY TX 77573- 6774	HOUSTON	13	November 16, 2017	November 16, 2022	BUSLOLF	NON-IDR	0	14
TNM P	Secondary	104005143629430001	701 N WISCONSIN AVE LEAGUE CITY TX 77573	HOUSTON	10	November 13, 2017	November 13, 2022	BUSIDRRQ	NON-IDR	0	884
TNM P	Secondary	10400514374090001	2800 1/2 S HWY 3 ROADWAY LEAGUE CITY TX 77573- 0000	HOUSTON	13	November 16, 2017	November 16, 2022	BUSNODE M	NON-IDR	0	1
TNM P	Secondary	10400514381880001	1504 1/2 WESLEY DR TFL TFL LT LEAGUE CITY TX 77573	HOUSTON	13	November 16, 2017	November 16, 2022	BUSNODE M	NON-IDR	0	0
TNM P	Secondary	10400514548920001	2551 1/2 HEWITT ST LEAGUE CITY TX 77573- 7901	HOUSTON	13	November 16, 2017	November 16, 2022	BUSLOLF	NON-IDR	0	76
TNM P	Secondary	10400514554050001	7605 1/2 SOUTH SHORE BLV LEAGUE CITY TX 77573	HOUSTON	06	November 7, 2017	November 6, 2022	BUSLOLF	NON-IDR	0	62
TNM P	Secondary	10400514574620001	1505 DICKINSON AVE LEAGUE CITY TX 77573- 5443	HOUSTON	13	November 16, 2017	November 16, 2022	BUSLOLF	NON-IDR	0	34
TNM P	Secondary	10400514585580001	2816 1/2 FM 646 ROADWAY LEAGUE CITY TX 77573- 0000	HOUSTON	06	November 7, 2017	November 6, 2022	BUSNODE M	NON-IDR	0	1
TNM P	Secondary	10400514596460001	2111 1/2 HEWITT ST LEAGUE CITY TX 77573- 7511	HOUSTON	13	November 16, 2017	November 16, 2022	BUSLOLF	NON-IDR	0	6
TNM P	Secondary	10400514599040001	2321 1/2 ISLA VISTA PUMP LEAGUE CITY TX 77573- 0000	HOUSTON	06	November 7, 2017	November 6, 2022	BUSLOLF	NON-IDR	0	32
TNM P	Secondary	10400514605820001	4000 1/2 W MAIN ROADWAY LEAGUE CITY TX 77573	HOUSTON	07	November 8, 2017	November 7, 2022	BUSNODE M	NON-IDR	0	1
TNM P	Secondary	10400514614900001	3000 1/2 E HWY 96 ROADWAY LEAGUE CITY TX 77573-0000	HOUSTON	06	November 7, 2017	November 6, 2022	BUSNODE M	NON-IDR	0	1
TNM P	Secondary	10400514614910001	1104 1/2 W HWY 96 ROADWAY LEAGUE CITY TX 77573-0000	HOUSTON	13	November 16, 2017	November 16, 2022	BUSNODE M	NON-IDR	0	1
TNM P	Secondary	10400514615600001	108 1/2 PERKINS AVE LEAGUE CITY TX 77573- 2174	HOUSTON	13	November 16, 2017	November 16, 2022	BUSNODE M	NON-IDR	0	0
TNM P	Secondary	10400514615850001	2281 1/2 W WALKER ST LEAGUE CITY TX 77573	HOUSTON	13	November 16, 2017	November 16, 2022	BUSLOLF	NON-IDR	0	4
TNM P	Secondary	10400514657120001	412 1/2 E MAIN ROADWAY LEAGUE CITY TX 77573	HOUSTON	10	November 13, 2017	November 13, 2022	BUSNODE M	NON-IDR	0	1



TNM P	Secondary	10400514661560001	824 1/2 E MAIN ST ROADWAY LEAGUE CITY TX 77573-0000	HOUSTON	10	November 13, 2017	November 13, 2022	BUSNODE M	NON-IDR	0	1
TNM P	Secondary	10400514661570001	1001 1/2 W MAIN ROADWAY LEAGUE CITY TX 77573- 2021	HOUSTON	13	November 16, 2017	November 16, 2022	BUSNODE M	NON-IDR	0	1
TNM P	Secondary	10400514661580001	1401 1/2 FM 846 ROADWAY LEAGUE CITY TX 77573	HOUSTON	06	November 7, 2017	November 6, 2022	BUSNODE M	NON-IDR	0	1
TNM P	Secondary	10400514663510001	524 N WISCONSIN AVE LEAGUE CITY TX 77573	HOUSTON	10	November 13, 2017	November 13, 2022	BUSNODE M	NON-IDR	0	0
TNM P	Secondary	10400514680470001	3575 1/2 E FM 518 TRAFLET LEAGUE CITY TX 77573	HOUSTON	06	November 7, 2017	November 6, 2022	BUSNODE M	NON-IDR	0	1
TNM P	Secondary	10400514682130001	6660 1/2 HAWKINS HILL LN DICKINSON TX 77539-8486	HOUSTON	17	November 22, 2017	November 22, 2022	BUSLOLF	NON-IDR	0	14
TNM P	Secondary	10400514697770001	103 1/2 FM 1266 TRAFLET LEAGUE CITY TX 77573	HOUSTON	06	November 7, 2017	November 6, 2022	BUSNODE M	NON-IDR	0	1
TNM P	Secondary	10400514697800001	3498 1/2 FM 518 TRAFLET LEAGUE CITY TX 77573	HOUSTON	10	November 13, 2017	November 13, 2022	BUSNODE M	NON-IDR	0	1
TNM P	Secondary	10400514697810001	3398 1/2 FM 518 LEAGUE CITY TX 77573-0000	HOUSTON	10	November 13, 2017	November 13, 2022	BUSNODE M	NON-IDR	0	1
TNM P	Secondary	10400514697820001	3100 1/2 FM 518 TRAFLET LEAGUE CITY TX 77573- 9315	HOUSTON	10	November 13, 2017	November 13, 2022	BUSNODE M	NON-IDR	0	1
TNM P	Secondary	10400514697830001	2902 1/2 FM 518 TRAFLET LEAGUE CITY TX 77573	HOUSTON	10	November 13, 2017	November 13, 2022	BUSNODE M	NON-IDR	0	1
TNM P	Secondary	10400514697840001	2702 1/2 FM 518 TRAFLET LEAGUE CITY TX 77573	HOUSTON	10	November 13, 2017	November 13, 2022	BUSNODE M	NON-IDR	0	1
TNM P	Secondary	10400514697860001	2478 1/2 FM 518 TRAFLET LEAGUE CITY TX 77573	HOUSTON	10	November 13, 2017	November 13, 2022	BUSNODE M	NON-IDR	0	1
TNM P	Secondary	10400514707650001	3800 1/2 FM 518 TRAFLET LEAGUE CITY TX 77573- 0723	HOUSTON	10	November 13, 2017	November 13, 2022	BUSNODE M	NON-IDR	0	1
TNM P	Secondary	10400514718310001	2398 COLONIAL CT S LEAGUE CITY TX 77573- 5015	HOUSTON	07	November 8, 2017	November 7, 2022	BUSNODE M	NON-IDR	0	0
TNM P	Secondary	10400514722420001	2011 1/2 MAR BELLA PKWY TRAFLET LEAGUE CITY TX 77573-0000	HOUSTON	06	November 7, 2017	November 6, 2022	BUSNODE M	NON-IDR	0	1
TNM P	Secondary	10400514746570001	4902 1/2 Main St Signal League City TX 77573	HOUSTON	07	November 8, 2017	November 7, 2022	BUSNODE M	NON-IDR	0	1
TNM P	Secondary	10400514750860001	349 1/2 GULF FWY S LEAGUE CITY TX 77573- 3525	HOUSTON	07	November 8, 2017	November 7, 2022	BUSMEDL F	NON-IDR	0	7
TNM P	Secondary	10400514763240001	904 SATSUMA ST LEAGUE CITY TX 77573-2340	HOUSTON	10	November 13, 2017	November 13, 2022	BUSHILF	NON-IDR	0	523
TNM P	Secondary	10400514768130001	2108 1/2 S GULF FWY TRAFLET LEAGUE CITY TX 77573-0000	HOUSTON	13	November 16, 2017	November 16, 2022	BUSHILF	NON-IDR	0	2
REL	Secondary	1008901001900724730 113	2010 W BAY AREA BLVD FRIENDSWOOD TX 77546- 2644	HOUSTON	20	November 14, 2017	November 14, 2022	BUSLOLF	NON-IDR	0	0
REL	Secondary	1008901006615312750 100	210 ADMIRALTY WAY KEMAH TX 77565-0000	HOUSTON	06	November 23, 2017	November 27, 2022	BUSLOLF	NON-IDR	0	7
REL	Secondary	1008901006615320005 100	780 WATERFORD WAY KEMAH TX 77565-0000	HOUSTON	06	November 23, 2017	November 27, 2022	BUSMEDL F	NON-IDR	0	5
REL	Secondary	1008901006615320475 100	790 WATERFORD WAY KEMAH TX 77565-0000	HOUSTON	06	November 23, 2017	November 27, 2022	BUSLOLF	NON-IDR	0	12



REL	Secondary	1008901006615366055	506 SEMINOLE DR KEMAH TX 77565-2131	HOUSTON	06		November 23, 2017	November 27, 2022	BUSLOLF	NON-IDR	0	39
REL	Secondary	1008901006900162150	116312 FM 518 RD KEMAH TX 77565	HOUSTON	06		November 23, 2017	November 27, 2022	BUSHILF	NON-IDR	0	1
REL	Secondary	1008901006900749450	2304 W NASA RD 1 WEBSTER TX 77598-6211	HOUSTON	20		November 14, 2017	November 14, 2022	BUSMEDL F	NON-IDR	0	32
REL	Secondary	1008901013530611807	18530 HIGHWAY 3 WEBSTER TX 77598-5408	HOUSTON	20		November 14, 2017	November 14, 2022	BUSLOLF	NON-IDR	0	11
REL	Secondary	1008901020900237720	822212 FM 517 E RD DICKINSON TX 77539	HOUSTON	09		November 30, 2017	October 30, 2022	BUSMEDL F	NON-IDR	0	1
REL	Secondary	1008901022900662800	16530 HIGHWAY 3 WEBSTER TX 77598-5408	HOUSTON	20		November 14, 2017	November 14, 2022	BUSLOLF	NON-IDR	0	26
REL	Secondary	10089010238028934300	511 HARBORSIDE WAY KEMAH TX 77565-2252	HOUSTON	06		November 23, 2017	November 27, 2022	BUSMEDL F	NON-IDR	0	0
REL	Secondary	1008901023804735770	210 COMPASS ROSE DR KEMAH TX 77565-2289	HOUSTON	06		November 23, 2017	November 27, 2022	BUSMEDL F	NON-IDR	0	2
REL	Secondary	1008901023811076790	72612 HARBORSIDE WAY KEMAH TX 77565-0000	HOUSTON	06		November 23, 2017	November 27, 2022	BUSHILF	NON-IDR	0	2
REL	Secondary	1008901023811076830	144012 FM 2094 RD KEMAH TX 77565-2207	HOUSTON	06		November 23, 2017	November 27, 2022	BUSMEDL F	NON-IDR	0	1
REL	Secondary	100890102381113000	143012 FM 2094 RD KEMAH TX 77565-2207	HOUSTON	06		November 23, 2017	November 27, 2022	BUSHILF	NON-IDR	0	1
REL	Secondary	1008901023814366960	490 MARINERS DR KEMAH TX 77565-2261	HOUSTON	06		November 23, 2017	November 27, 2022	BUSMEDL F	NON-IDR	0	4
REL	Secondary	1008901023814367010	810 MARINERS DR KEMAH TX 77565-2248	HOUSTON	06		November 23, 2017	November 27, 2022	BUSMEDL F	NON-IDR	0	2
REL	Secondary	1008901023814780560	342012 MARY LN DICKINSON TX 77539-9240	HOUSTON	09		November 30, 2017	October 30, 2022	BUSLOLF	NON-IDR	0	4
REL	Secondary	1008901023815754600	1116 HICKORY TER FRIENDSWOOD TX 77546	HOUSTON	20		November 14, 2017	November 14, 2022	BUSLOLF	NON-IDR	0	37
REL	Secondary	1008901023900704920	4200 GRISSOM RD WEBSTER TX 77598	HOUSTON	20		November 14, 2017	November 14, 2022	BUSMEDL F	NON-IDR	0	238
REL	Secondary	1008901023900870450	18530 HIGHWAY 3 WEBSTER TX 77598-5408	HOUSTON	20		November 14, 2017	November 14, 2022	BUSMEDL F	NON-IDR	0	544
REL	Secondary	100890107678220EMA	STREETLIGHT PINEHURST TX 77002	HOUSTON	33		November 8, 2017	November 7, 2022	NMLIGHT	NON-IDR	0	0
REL	Secondary	100890107678220LHA0	STREET LIGHT TYPE LHA HOUSTON TX 77002	HOUSTON	33		November 8, 2017	November 7, 2022	NMLIGHT	NON-IDR	0	0
REL	Secondary	100890107678220LHE0	STREETLIGHT HOUSTON TX 77002	HOUSTON	21		November 15, 2017	November 15, 2022	NMLIGHT	NON-IDR	0	48
REL	Secondary	100890107678220PHA	STREETLIGHT TOMBALL TX 77002	HOUSTON	33		November 8, 2017	November 7, 2022	NMLIGHT	NON-IDR	0	0
REL	Secondary	100890107678220SHA	STREET LIGHT TYPE SHA HOUSTON TX 77002	HOUSTON	33		November 8, 2017	November 7, 2022	NMLIGHT	NON-IDR	0	0
REL	Secondary	10089010779210LHE8	STREETLIGHT HOUSTON TX 77002	HOUSTON	37		November 14, 2017	November 13, 2022	NMLIGHT	NON-IDR	0	0
TNMP	Secondary	10400511622470001	901 1/2 FM 1266 ROADWAY LEAGUE CITY TX 77573	HOUSTON	06		November 7, 2017	November 6, 2022	BUSNODE M	NON-IDR	0	1
TNMP	Secondary	10400511626850001	307 WINDWARD DR LEAGUE CITY TX 77573-9219	HOUSTON	06		November 7, 2017	November 6, 2022	BUSLOLF	NON-IDR	0	58
TNMP	Secondary	10400511628930001	1599 ENTERPRISE AVE LEAGUE CITY TX 77573	HOUSTON	10		November 13, 2017	November 13, 2022	BUSLOLF	NON-IDR	0	4



TNM P	Secondary	10400511628950001	600 W WALKER ST LEAGUE CITY TX 77573- 3840	HOUSTON	13	November 16, 2017	November 16, 2022	BUSHILF	NON-IDR	0	58
TNM P	Secondary	10400511628950002	600 W WALKER ST LEAGUE CITY TX 77573- 3840	HOUSTON	13	November 16, 2017	November 16, 2022	NMLIGHT	NON-IDR	0	0
TNM P	Secondary	10400511628950003	600 W WALKER ST LEAGUE CITY TX 77573- 3840	HOUSTON	13	November 16, 2017	November 16, 2022	NMLIGHT	NON-IDR	0	0
TNM P	Secondary	10400511628950004	600 W WALKER ST LEAGUE CITY TX 77573- 3840	HOUSTON	13	November 16, 2017	November 16, 2022	NMLIGHT	NON-IDR	0	0
TNM P	Secondary	10400511628950001	1700 1/2 CLAIBORNE DR LEAGUE CITY TX 77573- 1922	HOUSTON	07	November 8, 2017	November 7, 2022	BUSLOLF	NON-IDR	0	66
TNM P	Secondary	10400511628970001	300 N PARK AVE LEAGUE CITY TX 77573-0000	HOUSTON	10	November 13, 2017	November 13, 2022	BUSLOLF	NON-IDR	0	58
TNM P		10400511628980001	2935 CALDER DR LEAGUE CITY TX 77573-6767	HOUSTON	13	November 16, 2017	November 16, 2022	BUSLOLF	NON-IDR	0	8
TNM P	Secondary	10400511628980002	2935 CALDER DR LEAGUE CITY TX 77573-6767	HOUSTON	13	November 16, 2017	November 16, 2022	NMLIGHT	NON-IDR	0	0
TNM P	Secondary	10400511629010001	624 ALABAMA AVE LEAGUE CITY TX 77573- 2620	HOUSTON	13	November 16, 2017	November 16, 2022	BUSLOLF	NON-IDR	0	240
TNM P	Secondary	10400511629020001	2227 1/2 FM 2094 UNIT 5683 LEAGUE CITY TX 77573-0000	HOUSTON	10	November 13, 2017	November 13, 2022	BUSLOLF	NON-IDR	0	6
TNM P	Secondary	10400511629040001	08150 MV/W/P UNIT 8150W STIRTLT LEAGUE CITY TX 77573-0000	HOUSTON	13	November 16, 2017	November 16, 2022	NMLIGHT	NON-IDR	0	59
TNM P	Secondary	10400511629060001	700 W WALKER UNIT WELL LEAGUE CITY TX 77573- 0000	HOUSTON	13	November 16, 2017	November 16, 2022	BUSMEDL F	NON-IDR	0	104
TNM P	Secondary	10400511629070001	402 W WALKER ST LEAGUE CITY TX 77573- 3838	HOUSTON	13	November 16, 2017	November 16, 2022	BUSLOLF	NON-IDR	0	92
TNM P	Secondary	10400511629080001	300 W WALKER ST LEAGUE CITY TX 77573- 3837	HOUSTON	13	November 16, 2017	November 16, 2022	BUSMEDL F	NON-IDR	0	106
TNM P	Secondary	10400511629090001	21500 MV O/P UNIT 21500W STIRTLT LEAGUE CITY TX 77573-0000	HOUSTON	13	November 16, 2017	November 16, 2022	NMLIGHT	NON-IDR	0	0
TNM P	Secondary	10400511629100001	100 1/2 N HWY 3 ROADWAY LEAGUE CITY TX 77573- 3753	HOUSTON	13	November 16, 2017	November 16, 2022	BUSNODE M	NON-IDR	0	1
TNM P	Secondary	10400511629120001	1500 HIGHWAY 3 S LEAGUE CITY TX 77573- 5420	HOUSTON	06	November 7, 2017	November 6, 2022	BUSLOLF	NON-IDR	0	13
TNM P	Secondary	10400511629140001	500 E MAIN ST LEAGUE CITY TX 77573-2460	HOUSTON	10	November 13, 2017	November 13, 2022	BUSMEDL F	NON-IDR	0	15
TNM P	Secondary	10400511629160001	1610 1/2 W MAIN ST LEAGUE CITY TX 77573- 2010	HOUSTON	13	November 16, 2017	November 16, 2022	BUSLOLF	NON-IDR	0	7
TNM P	Secondary	10400511629170001	2819 WOOD HOLLOW DR UNIT WELL LEAGUE CITY TX 77573-0000	HOUSTON	06	November 7, 2017	November 6, 2022	BUSMEDL F	NON-IDR	0	86

TNIM P	Secondary	10400511629190001	3029 1/2 KEVA GLEN DR LEAGUE CITY TX 77573- 9310	HOUSTON	06	November 7, 2017	November 6, 2022	BUSLOLF	NON-IDR	0	73
TNIM P	Secondary	10400511629200001	2690 CALDER DR LEAGUE CITY TX 77573-6710	HOUSTON	13	November 16, 2017	November 16, 2022	BUSMEDL F	NON-IDR	0	275
TNIM P	Secondary	10400511629230001	217 MEADOW/PARKWAY UNIT SEWER LEAGUE CITY TX 77573-4349	HOUSTON	06	November 7, 2017	November 6, 2022	BUSLOLF	NON-IDR	0	30
TNIM P	Secondary	10400511629240001	5684 W MAIN ST LEAGUE CITY TX 77573	HOUSTON	09	November 10, 2017	November 9, 2022	BUSLOLF	NON-IDR	0	19
TNIM P	Secondary	10400511629250002	309 S ILLINOIS AVE LEAGUE CITY TX 77573- 4005	HOUSTON	13	November 16, 2017	November 16, 2022	NMILIGHT	NON-IDR	0	0
TNIM P	Secondary	10400511629260001	1401 TURNER ST LEAGUE CITY TX 77573-6761	HOUSTON	13	November 16, 2017	November 16, 2022	BUSNODE M	NON-IDR	0	0
TNIM P	Secondary	10400511629280001	2415 CALDER DR LEAGUE CITY TX 77573-6705	HOUSTON	13	November 16, 2017	November 16, 2022	BUSNODE M	NON-IDR	0	0
TNIM P	Secondary	10400511629290001	21500 MW O/P 2 UNIT 21500W STRTLT LEAGUE CITY TX 77573-0000	HOUSTON	13	November 16, 2017	November 16, 2022	NMILIGHT	NON-IDR	0	0
TNIM P	Secondary	10400511629310001	101 1/2 E WALKER ROADWAY LEAGUE CITY TX 77573-3859	HOUSTON	13	November 16, 2017	November 16, 2022	BUSNODE M	NON-IDR	0	1
TNIM P	Secondary	10400511629420001	2651 MARINA BAY DR LEAGUE CITY TX 77573- 2759	HOUSTON	10	November 13, 2017	November 13, 2022	BUSLOLF	NON-IDR	0	144
TNIM P	Secondary	10400511629440001	4700 MASTERS DR LEAGUE CITY TX 77573- 5807	HOUSTON	10	November 13, 2017	November 13, 2022	BUSMEDL F	NON-IDR	0	12
TNIM P	Secondary	10400511629450001	2742 MASTERS DR LEAGUE CITY TX 77573- 4403	HOUSTON	10	November 13, 2017	November 13, 2022	BUSLOLF	NON-IDR	0	20
TNIM P	Secondary	10400511629460001	2600 MASTERS DR LEAGUE CITY TX 77573	HOUSTON	10	November 13, 2017	November 13, 2022	BUSLOLF	NON-IDR	0	28
TNIM P	Secondary	10400511629480001	2600 FM 518 RD E LEAGUE CITY TX 77573- 4834	HOUSTON	10	November 13, 2017	November 13, 2022	BUSMEDL F	NON-IDR	0	231
TNIM P	Secondary	10400511629490001	1220 BUTLER RD LEAGUE CITY TX 77573-0000	HOUSTON	13	November 16, 2017	November 16, 2022	BUSLOLF	NON-IDR	0	125
TNIM P	Secondary	10400511629510001	100 WESLEY DR LEAGUE CITY TX 77573-3634	HOUSTON	13	November 16, 2017	November 16, 2022	BUSNODE M	NON-IDR	0	0
TNIM P	Secondary	10400511629520001	450 LANDING BLVD LEAGUE CITY TX 77573- 3468	HOUSTON	07	November 8, 2017	November 7, 2022	BUSNODE M	NON-IDR	0	6
TNIM P	Secondary	10400511629530001	2850 FM 518 RD E LEAGUE CITY TX 77573- 4338	HOUSTON	10	November 13, 2017	November 13, 2022	BUSLOLF	NON-IDR	0	87
TNIM P	Secondary	10400511629540001	1002 COUNTRYSIDE IV CT UNIT LIFT LEAGUE CITY TX 77539-0000	HOUSTON	09	November 10, 2017	November 9, 2022	BUSLOLF	NON-IDR	0	39
TNIM P	Secondary	10400511629550001	499 DAVIS RD LEAGUE CITY TX 77573	HOUSTON	10	November 13, 2017	November 13, 2022	BUSMEDL F	NON-IDR	0	19
TNIM P	Secondary	10400511629560001	793 DAVIS RD LEAGUE CITY TX 77573-2883	HOUSTON	10	November 13, 2017	November 13, 2022	BUSMEDL F	NON-IDR	0	17
TNIM P	Secondary	10400511629570001	2050 DICKINSON AVE LEAGUE CITY TX 77573	HOUSTON	06	November 7, 2017	November 6, 2022	BUSLOLF	NON-IDR	0	49
TNIM P	Secondary	10400511629590001	238 WESLEY DR LEAGUE CITY TX 77573	HOUSTON	13	November 16, 2017	November 16, 2022	BUSLOLF	NON-IDR	0	17

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TNM P	Secondary	10400511629600001	307 S ILLINOIS AVE LEAGUE CITY TX 77573- 4005	HOUSTON	13	November 16, 2017	November 16, 2022	BUSNODE M	NON-IDR	0	0
TNM P	Secondary	10400511640200001	22000 HP'S OJP 1 UNIT 21500W STRTLT LEAGUE CITY TX 77573-0000	HOUSTON	08	November 9, 2017	November 8, 2022	NMLIGHT	NON-IDR	0	30
TNM P	Secondary	10400511652820001	652 N EGRET BAY BLVD LEAGUE CITY TX 77573- 2676	HOUSTON	13	November 16, 2017	November 16, 2022	BUSNODE M	NON-IDR	0	0
TNM P	Secondary	10400514768770001	1698 1/2 LEAGUE CITY PKWY TRAFLT LEAGUE CITY TX 77573	HOUSTON	06	November 7, 2017	November 6, 2022	BUSNODE M	NON-IDR	0	1
TNM P	Secondary	10400514768830001	1990 1/2 N GULF FWY LEAGUE CITY TX 77573- 0000	HOUSTON	13	November 16, 2017	November 16, 2022	BUSNODE M	NON-IDR	0	4
TNM P	Secondary	10400514769530001	510 1/2 LIGHHOUSE LEAGUE CITY TX 77573- 0000	HOUSTON	10	November 13, 2017	November 13, 2022	BUSLOLF	NON-IDR	0	2
TNM P	Secondary	10400514769930001	2114 1/2 S GULF FWY ROADWY LEAGUE CITY TX 77573-0000	HOUSTON	13	November 16, 2017	November 16, 2022	BUSMEDL F	NON-IDR	0	11
TNM P	Secondary	10400514845080001	2289 1/2 W FM 848 UNIT TRAF L TRAFLT LEAGUE CITY TX 77573-0000	HOUSTON	17	November 22, 2017	November 22, 2022	BUSNODE M	NON-IDR	0	0
TNM P	Secondary	10400514911980001	3796 1/2 E LEAGUE CITY PKWY UNIT TRAFLT TRAFLT LEAGUE CITY TX 77573-0000	HOUSTON	06	November 7, 2017	November 6, 2022	BUSNODE M	NON-IDR	0	0
TNM P	Secondary	10400514965990001	3820 1/2 W MAIN TRAFLT LEAGUE CITY TX 77573- 0000	HOUSTON	07	November 8, 2017	November 7, 2022	BUSNODE M	NON-IDR	0	0
TNM P	Secondary	10400514989310001	203 1/2 PARK AVE SECLT LEAGUE CITY TX 77573- 0000	HOUSTON	13	November 16, 2017	November 16, 2022	BUSNODE M	NON-IDR	0	0
TNM P	Secondary	10400514989320001	297 1/2 PARK AVE SECLT LEAGUE CITY TX 77573- 0000	HOUSTON	13	November 16, 2017	November 16, 2022	BUSNODE M	NON-IDR	0	0
TNM P	Secondary	10400514985490001	149 1/2 PARK AVE LEAGUE CITY TX 77573- 2445	HOUSTON	13	November 16, 2017	November 16, 2022	BUSNODE M	NON-IDR	0	0
TNM P	Secondary	10400515322890001	1551 MAPLE LEAF DR LEAGUE CITY TX 77573- 0000	HOUSTON	09	November 10, 2017	November 9, 2022	BUSMEDL F	NON-IDR	0	341
TNM P	Secondary	10400515322700001	1553 MAPLE LEAF DR LEAGUE CITY TX 77573- 0000	HOUSTON	09	November 10, 2017	November 9, 2022	BUSMEDL F	NON-IDR	0	228
TNM P	Secondary	10400515429510001	2105 DICKINSON AVE LEAGUE CITY TX 77573- 0000	HOUSTON	06	November 7, 2017	November 6, 2022	BUSMEDL F	NON-IDR	0	202
TNM P	Secondary	10400515635690001	2107 DICKINSON AVE LEAGUE CITY TX 77573- 0000	HOUSTON	06	November 7, 2017	November 6, 2022	BUSLOLF	NON-IDR	0	220
TNM P	Secondary	10400515634690001	460 W WALKER ST POOL LEAGUE CITY TX 77573- 0000	HOUSTON	13	November 16, 2017	November 16, 2022	BUSHILF	NON-IDR	0	25
TNM P	Secondary	10400515633320001	555 W WALKER ST LEAGUE CITY TX 77573- 3853	HOUSTON	13	November 16, 2017	November 16, 2022	BUSHILF	NON-IDR	0	465

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TNM P	Secondary	10400515940090001	2004 1/2 W LEAGUE CITY PKWY LEAGUE CITY TX 77573-5139	HOUSTON	07	November 8, 2017	November 7, 2022	BUSNODE M	NON-IDR	0	0
TNM P	Secondary	10400515967090001	2228 1/2 FOXGLOVE ST LEAGUE CITY TX 77573- 2252	HOUSTON	10	November 13, 2017	November 13, 2022	BUSNODE M	NON-IDR	0	0
TNM P	Secondary	10400516066990001	1819 1/2 JAG HOLLOW UNIT TRAF L TRAF L LEAGUE CITY TX 77573- 0000	HOUSTON	13	November 16, 2017	November 16, 2022	BUSNODE M	NON-IDR	0	0
TNM P	Primary	10400513781940001	1251 W LEAGUE CITY PKWY LEAGUE CITY TX 77573-6439	HOUSTON	13	November 16, 2017	November 16, 2022	BUSIDRRQ	NON-IDR	0	838
TNM P	Secondary	10400516079360001	1702 1/2 E LEAGUE CITY PKWY LEAGUE CITY TX 77573-2576	HOUSTON	06	November 7, 2017	November 6, 2022	BUSNODE M	NON-IDR	0	0
TNM P	Secondary	10400516106890001	122 1/2 MAPLE LEAF ST LEAGUE CITY TX 77573- 1654	HOUSTON	09	November 10, 2017	November 9, 2022	BUSNODE M	NON-IDR	0	1
TNM P	Secondary	10400516108390001	1002 1/2 E LEAGUE CITY PKWY UNIT TRAF L LEAGUE CITY TX 77573- 0000	HOUSTON	06	November 7, 2017	November 6, 2022	BUSNODE M	NON-IDR	0	0
TNM P	Secondary	10400516160890001	2600 1/2 FM 518 RD E LEAGUE CITY TX 77573- 4334	HOUSTON	10	November 13, 2017	November 13, 2022	BUSMEDL F	NON-IDR	0	24
TNM P	Secondary	10400516388020001	5929 W MAIN ST LEAGUE CITY TX 77573-1681	HOUSTON	07	November 8, 2017	November 7, 2022	BUSMEDL F	NON-IDR	0	140
TNM P	Secondary	10400516501790001	1580 1/2 ENTERPRISE AVE LEAGUE CITY TX 77573- 0000	HOUSTON	10	November 13, 2017	November 13, 2022	BUSNODE M	NON-IDR	0	0
TNM P	Secondary	10400516615420001	2800 FM 518 RD E LEAGUE CITY TX 77573- 4338	HOUSTON	10	November 13, 2017	November 13, 2022	BUSMEDL F	NON-IDR	0	230
TNM P	Secondary	10400516719230001	455 N BAY AREA BLVD UNIT LIFT S LEAGUE CITY TX 77573-0000	NORTH	10	November 13, 2017	November 13, 2022	BUSNODE M	NON-IDR	0	0
TNM P	Secondary	1040051654850001	1220 CORYELL ST LEAGUE CITY TX 77573- 2518	HOUSTON	13	November 16, 2017	November 16, 2022	BUSLOLF	NON-IDR	0	68
TNM P	Secondary	1040051654900001	1220 CORYELL GARAGE LEAGUE CITY TX 77573- 2518	HOUSTON	13	November 16, 2017	November 16, 2022	BUSLOLF	NON-IDR	0	23
TNM P	Secondary	1040051655940001	601 2ND ST LEAGUE CITY TX 77573-2475	HOUSTON	10	November 13, 2017	November 13, 2022	BUSLOLF	NON-IDR	0	48
TNM P	Secondary	1040051655940002	601 2ND ST LEAGUE CITY TX 77573-2475	HOUSTON	10	November 13, 2017	November 13, 2022	NMLIGHT	NON-IDR	0	0
TNM P	Secondary	1040051656920001	512 2ND ST LEAGUE CITY TX 77573-2484	HOUSTON	10	November 13, 2017	November 13, 2022	BUSLOLF	NON-IDR	0	28
TNM P	Secondary	1040051657520001	901 N KANSAS AVE UNIT 1311 LEAGUE CITY TX 77573-0000	HOUSTON	10	November 13, 2017	November 13, 2022	BUSLOLF	NON-IDR	0	22
TNM P	Secondary	1040051657520002	901 N KANSAS AVE LEAGUE CITY TX 77573- 5443	HOUSTON	10	November 13, 2017	November 13, 2022	NMLIGHT	NON-IDR	0	0
TNM P	Secondary	1040051666470001	1535 DICKINSON AVE LEAGUE CITY TX 77573- 5443	HOUSTON	13	November 16, 2017	November 16, 2022	BUSMEDL F	NON-IDR	0	71



TNM P	Secondary	10400511666470002	1535 DICKINSON AVE LEAGUE CITY TX 77573-5443	HOUSTON	13	November 16, 2017	November 16, 2022	NMLIGHT	NON-IDR	0	0
TNM P	Secondary	10400511668270001	1633 WEBSTER ST LEAGUE CITY TX 77573-5885	HOUSTON	13	November 16, 2017	November 16, 2022	BUSOLF	NON-IDR	0	9
TNM P	Secondary	10400511693210001	409 NEWPORT BLVD LEAGUE CITY TX 77573-3559	HOUSTON	07	November 8, 2017	November 7, 2022	BUSMEDL F	NON-IDR	0	4
TNM P	Secondary	10400511722450001	3203 BLUE WING DR DICKINSON TX 77539-4041	HOUSTON	18	November 27, 2017	November 27, 2022	BUSOLF	NON-IDR	0	6
TNM P	Secondary	10400512465570001	2516 JEB STUART CT LEAGUE CITY TX 77573-4801	HOUSTON	07	November 8, 2017	November 7, 2022	BUSOLF	NON-IDR	0	31
TNM P	Secondary	10400512938790001	100 W WALKER ST LEAGUE CITY TX 77573-3835	HOUSTON	13	November 16, 2017	November 16, 2022	BUSMEDL F	NON-IDR	0	176
TNM P	Secondary	10400513212370001	100 ALDERWOOD LEAGUE CITY TX 77539	HOUSTON	09	November 10, 2017	November 9, 2022	BUSOLF	NON-IDR	0	155
TNM P	Secondary	10400513232780001	500 W WALKER ST LEAGUE CITY TX 77573-3839	HOUSTON	13	November 16, 2017	November 16, 2022	BUSMEDL F	NON-IDR	0	112
TNM P	Secondary	10400513243880001	620 W WALKER ST TOWER LEAGUE CITY TX 77573-3840	HOUSTON	13	November 16, 2017	November 16, 2022	BUSHILF	NON-IDR	0	26
TNM P	Secondary	10400513246570001	101 1/2 DAVIS RD LEAGUE CITY TX 77573-2804	HOUSTON	10	November 13, 2017	November 13, 2022	BUSNODE M	NON-IDR	0	1
TNM P	Secondary	10400513246580001	2303 1/2 FM 2094 ROADWAY LEAGUE CITY TX 77573-2740	HOUSTON	10	November 13, 2017	November 13, 2022	BUSNODE M	NON-IDR	0	1
TNM P	Secondary	10400513254900001	8150 MV WIP UNIT 8150W STRTLT LEAGUE CITY TX 77573-0000	HOUSTON	08	November 9, 2017	November 8, 2022	NMLIGHT	NON-IDR	0	0
TNM P	Secondary	10400513254930001	21500 MV WIP UNIT 21500W STRTLT LEAGUE CITY TX 77573-0000	HOUSTON	08	November 9, 2017	November 8, 2022	NMLIGHT	NON-IDR	0	0
TNM P	Secondary	10400513265600001	2015 HARBOUR PARK DR LEAGUE CITY TX 77573	HOUSTON	10	November 13, 2017	November 13, 2022	BUSOLF	NON-IDR	0	32
TNM P	Secondary	10400513274000001	21500 MV O/P UNIT 21500W STRTLT LEAGUE CITY TX 77573-0000	HOUSTON	08	November 9, 2017	November 8, 2022	NMLIGHT	NON-IDR	0	0
TNM P	Secondary	10400513274040001	8150 MV WIP UNIT 8150W STRTLT LEAGUE CITY TX 77573-0000	HOUSTON	08	November 9, 2017	November 8, 2022	NMLIGHT	NON-IDR	0	0
TNM P	Secondary	10400513274350001	1750 1/2 W MAIN ROADWAY LEAGUE CITY TX 77573-3547	HOUSTON	07	November 8, 2017	November 7, 2022	BUSNODE M	NON-IDR	0	1
TNM P	Secondary	10400513274370001	2098 1/2 W MAIN ROADWAY LEAGUE CITY TX 77573	HOUSTON	07	November 8, 2017	November 7, 2022	BUSNODE M	NON-IDR	0	1
TNM P	Secondary	10400513274380001	2630 1/2 W MAIN ROADWAY LEAGUE CITY TX 77573	HOUSTON	07	November 8, 2017	November 7, 2022	BUSNODE M	NON-IDR	0	1
TNM P	Secondary	1040051327910001	22000 HPS O/P 1 UNIT 21500W STRTLT LEAGUE CITY TX 77573-0000	HOUSTON	08	November 9, 2017	November 8, 2022	NMLIGHT	NON-IDR	0	57

Total Number of Points of Delivery = 253

Contracted kW = 10.672

Monthly Standing Charges = 0

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 A4 – Monthly Contract Usage**

Legal Name: City of League City

Estimated Load Factor: 29.24

Total Contract kWh: 136,739,750

Quote: 0065174360

Price Type: Fixed

Period	Usage 1	Usage 2	Usage 3	Usage 4	Total Usage
11/01/2017					1,260,624
12/01/2017					2,141,461
01/01/2018					2,184,066
02/01/2018					2,140,474
03/01/2018					2,214,401
04/01/2018					2,195,929
05/01/2018					2,277,921
06/01/2018					2,380,979
07/01/2018					2,471,986
08/01/2018					2,616,351
09/01/2018					2,354,760
10/01/2018					2,200,963
11/01/2018					2,158,170
12/01/2018					2,141,461
01/01/2019					2,184,066
02/01/2019					2,140,474
03/01/2019					2,214,401
04/01/2019					2,195,929
05/01/2019					2,277,921
06/01/2019					2,380,979
07/01/2019					2,471,986
08/01/2019					2,616,351
09/01/2019					2,354,760
10/01/2019					2,200,963
11/01/2019					2,158,170
12/01/2019					2,141,461
01/01/2020					2,184,066
02/01/2020					2,140,474

03/01/2020					2,214,401
04/01/2020					2,195,929
05/01/2020					2,277,921
06/01/2020					2,380,979
07/01/2020					2,471,986
08/01/2020					2,616,351
09/01/2020					2,354,760
10/01/2020					2,200,963
11/01/2020					2,158,170
12/01/2020					2,141,461
01/01/2021					2,184,066
02/01/2021					2,140,474
03/01/2021					2,214,401
04/01/2021					2,195,929
05/01/2021					2,277,921
06/01/2021					2,380,979
07/01/2021					2,471,986
08/01/2021					2,616,351
09/01/2021					2,354,760
10/01/2021					2,200,963
11/01/2021					2,158,170
12/01/2021					2,141,461
01/01/2022					2,184,066
02/01/2022					2,140,474
03/01/2022					2,214,401
04/01/2022					2,195,929
05/01/2022					2,277,921
06/01/2022					2,380,979
07/01/2022					2,471,986
08/01/2022					2,616,351
09/01/2022					2,354,760
10/01/2022					2,200,954
11/01/2022					950,000

Total Number of Periods = 61





## 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 CITY OF LEAGUE CITY, 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.

"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 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 during 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. 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 the applicable 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 of the applicable Transaction Confirmation. All past due amounts owing by Buyer under an Agreement shall accrue interest from the date the payment was originally due until paid (including accrued interest) at a rate equal to the lesser of (a) 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 (b) 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 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) 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 pricing 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/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 consume electricity from emergency generation during power outages at the Premise(s) and for purposes of testing such emergency generation.

#### 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, closes or otherwise conveys or assigns any of the Premise(s) under such Agreement, except as allowed under Article IV of the applicable Transaction Confirmation, or Article V or Section 12.2 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 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, (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 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 "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 assign an Agreement to any REP without obtaining Buyer's prior consent 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. THE PARTIES RECOGNIZE THAT THE AGREEMENTS ARE PERFORMABLE IN PART IN DALLAS COUNTY.

**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 by facsimile or other electronic transfer in multiple counterparts, 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.

The Parties have signed this Base Contract for Supply of Electricity document, acknowledging their agreement to its provisions as of April 1, 2016.

CITY OF LEAGUE CITY

TXU ENERGY RETAIL COMPANY LLC

By:   
Name: Mark Bohc  
Title: City Manager  
"Buyer"

By:  1W  
Name: Gabriel R. Castro  
Title: Vice President  
"Seller"



ADDENDUM TO THE  
BASE CONTRACT FOR SUPPLY OF ELECTRICITY



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

"Code" means Texas Local Government Code, Title 8, Chapter 271, Subchapter I, Sections 271.151 through 271.160.

"Covered Contract" means a "Contract subject to this subchapter," as such phrase is defined in Section 271.151(2) of the Code.

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

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. Section 4.3 of the Base Contract shall be deleted in its entirety and replaced with the following:

4.3 If, upon expiration or termination of an Agreement for any reason, Buyer fails either to switch to another retail electric provider or execute a replacement agreement with Seller, then, until Buyer either executes a replacement agreement with Seller or switches to another provider for the applicable Premise(s), Seller may charge Buyer, as the Contract Price for Power utilized at such Premises after expiration or termination of the Agreement, a price per kWh equivalent to Seller's then current "standard list price offer." Provided further, however, in the event that after such termination or expiration Buyer should fail to make payment due to Seller or provide security after notice and opportunity to pay/provide, Seller, in its sole discretion and at whatever time chosen by 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) under such Agreement, except as may be prohibited by law; however, Seller shall not have the right to direct the TDSP to disconnect electric service for the non-payment of amounts that are subject to a bona fide dispute.

- IV. The following Section 4.5 shall be added to 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 public information under the Texas Public Information Act and shall not be released by Buyer, unless otherwise determined by the Texas Attorney General or a court of competent jurisdiction. 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 Public Information Statutes, 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.

- V. The following Section 4.6 shall be added to 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.

- VI. Section 6.2(a) of the Base Contract shall be deleted in its entirety and replaced with the following:

6.2(a) If Seller terminates an Agreement due to a Material Breach by Buyer, Buyer shall, within thirty (30) calendar days 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 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. In addition, if the termination was pursuant to Section 6.1(a) or (g) above due to Buyer's Material Breach in failing to make payment due to Seller or provide security 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.

VII. 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.

VIII. 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.

IX. Article X of the Base Contract is hereby amended to add a new Section 10.4 to read in its entirety as follows:

10.4 The Parties hereby acknowledge and agree that this Agreement is a Covered Contract and shall be subject to all provisions of the Code.

X. 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 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.

XI. 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, 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.



XII. 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 public information laws, including Chapter 552 of the Texas Government Code, which requires Buyer to release any information that is defined as or deemed to be public (the "Public Information Statutes"). Subject to any Public Information Statute or related 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 constitute public information under the Texas Public Information Act and shall not be released by Buyer, unless determined otherwise by the Texas Attorney General or a court of competent jurisdiction. 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 Public Information Statutes, 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.

XIII. 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 and, in the event Buyer is a local governmental entity, (b) 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 the Agreement Term, Buyer shall bear full responsibility for all resulting costs and damages.

XIV. The text of Section 12.14 of the Base Contract shall be deleted in its entirety and the following notation added in lieu thereof:

[Intentionally Deleted]

XV. A new Section 12.18 of the Base Contract is hereby added to read in its entirety as follows:

**12.18 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]