

**SALES CONFIRMATION**  
**Texas**  
**Fixed Price RTC**



This Sales Confirmation is entered on 3/7/2019 ("Confirmation Effective Date"), by and between ENGIE Resources LLC ("ENGIE") and Hopkins County ("Customer") (hereinafter collectively referred to as the "Parties") regarding the purchase and sale of electric energy and related services pursuant to and subject to the Master Electric Energy Sales Agreement dated 3/27/2013 by and between the Parties (the "Master Agreement"). Terms not defined herein shall have the meaning given in the Master Agreement.

**Transaction Term:** This Sales Confirmation shall be effective on the Confirmation Effective Date and service shall commence at the Contract Price on the Utility Transfer Date immediately on or following the Start Date. Service shall remain in effect at the Contract Price through the Utility Transfer Date immediately on or following the End Date, but in no event later than the end of the Billing Cycle including such date. Customer's options for service beyond the Utility Transfer Date immediately following the End Date include: i) executing an agreement with ENGIE for new terms and conditions of service, ii) transferring to another competitive supplier or iii) providing a written request to ENGIE to transfer Customer's accounts to the default service provider. In the event Customer does not timely exercise an option, service by ENGIE may continue hereunder following the End Date (the "Post-Term Period"). Customer acknowledges that ENGIE may disconnect service pursuant to the Substantive Rules of the Public Utility Commission of Texas. For service during the Post-Term Period, Customer shall pay an amount equal to the applicable real time index price as posted by the ISO for the relevant delivery point, plus a per kWh Post-Term Charge as defined herein, plus all non-utility charges, including ancillary services, installed (or unforced) capacity, network integrated transmission, losses, and all other ISO charges or administrative fees incurred in connection with delivery of energy. Taxes and Utility Related Charges are additional and are separately listed in the Customer invoice.

**Full Swing Transaction:** Customer's electricity consumption is variable and is not subject to a maximum or minimum usage limit.

**Contract Price:** Customer shall pay ENGIE the applicable Contract Price as specified in Attachment A, Exhibit 1 per kWh of electric energy consumed in a Billing Cycle.

Except to the extent that a charge is separately listed as an obligation in this Sales Confirmation (e.g. Congestion, Transmission) this Contract Price may include a broker fee and includes non-utility charges including energy, ancillary services, congestion, losses (including distribution and transmission losses (if applicable) incurred in connection with the delivery of energy to the meter at the Facilities/Accounts identified in Attachment A), and other ISO charges or administrative fees incurred in connection with delivery of energy to the delivery point specified in Attachment A, Exhibit 1.

**Hub to Load Zone Congestion Included.** The Contract Price for this product includes the congestion cost for the delivery of electricity from the ERCOT Hub to the Competitive Load Zone in which Customer's facility(ies) are located.

**ERCOT's Contingency Reserve Service.** The Contract Price does not include costs associated with ERCOT's Contingency Reserve Service (ECRS) as implemented by NPRR No. 863 on February 13, 2019. When effective, such costs will be charged to Customer by ENGIE in a commercially reasonable method. As of the date of this Sales Confirmation, the tentative effective date is January 1, 2022.

**Taxes and Utility Related Charges:** Taxes and Utility Related Charges are separately listed in the Customer bill and are not included in any other charge identified in this Sales Confirmation.

**Facilities, Accounts and Quantities:** See Attachment A.

**Miscellaneous:**

**ORDC Charges Included.** The Contract Price for this product includes Operating Reserve Demand Curve charges.

**Regulation Waiver.** To the extent permitted by law, Customer hereby waives the Customer Protection Rules as specified in the Public Utility Commission of Texas Substantive Rules Section 25.471 et seq.

**Applicability of Prompt Payment Act:** This agreement is subject to the terms of the Prompt Payment Act for those entities that are a "governmental entity" under the Texas Government Code, Chapter 2251 PPA.

**Payment Terms:** Net 30 days.

**IDR Meter Authorization:** Customer shall, during the term of this Sales Confirmation, promptly provide all necessary authorizations to ENGIE in order to allow ENGIE to receive interval meter data (IDR) from Customer's facility(ies) listed on Attachment A. At its sole cost, ENGIE or its representative shall have the right to access or install telemetry from Customer's facility(ies) listed on Attachment A in order to track and evaluate Customer's usage on a regular basis for the purpose of load forecasting.

**"Rate Ready" Accounts.** For account(s) in which the applicable utility uses a "rate ready" billing system, the Contract Price during the Post-Term Period shall be a monthly variable rate set by ENGIE plus a post-term charge and any applicable non-utility related charges, ISO charges or administrative fees. Taxes and Utility Related Charges are separately listed in an invoice. Customer may terminate post-term service at any time without liability.

**ON-SITE CUSTOMER GENERATION:** The Contract Price is conditioned on Customer's representation that, except for emergency back-up generation used when the local utility is not capable of delivering electricity, Customer does not operate on-site generation or thermal storage facilities. If Customer does operate on-site generation or thermal storage, ENGIE shall calculate in a commercially reasonable manner the present value of any economic loss resulting from the reduced load caused by such operation, and such loss shall be due from the Customer.

**Government/Public Entity Payment Terms and Indemnity Waiver.** This Agreement may be subject to state mandated payment term requirements for government/public entities; Customer shall provide a written verification of the applicability of such provision(s) to ENGIE to receive such extended terms at an additional cost to be determined by ENGIE. To the extent prohibited by state law or other statute, the Indemnification provision set forth in Section 2.9 of the Master Agreement shall be inapplicable.

**Independent System Operator (ISO)** means the system operator that controls or governs the transmission and distribution system or any successor thereto for the location where the facility(ies) are physically located.

**"Utility Related Charges"** means tariff based charges or surcharges assessed by a local utility arising from or related to, including but not limited to, (i) transmission and distribution of energy (including network transmission); (ii) stranded costs or transition costs and any other similar types of charges associated with the opening of the applicable state's electric market to competition; (iii) system reliability, rate recovery, future payback of under-collections, amortization, of above market purchases or energy load repurchases, public purpose programs and all similar items.

**"Post-Term Charge"** means the \$/kWh charge of electric energy consumed as specified on the Attachment A. ENGIE may, at its discretion, charge an additional fee of up to \$0.0030/kWh of electric energy consumed if the number of accounts specified on the Attachment A exceeds 100.

**Facility/Account Deletions Prior to End Date:** The Parties intend that each of the Facilities listed on Attachment A will be continuously served by ENGIE through the End Date shown on Attachment A. However, should Customer close a Facility or otherwise discontinue electric service prior to the End Date, then ENGIE shall calculate in a commercially reasonable manner, the present value of any economic gain or loss it incurred thereby. Any gain or loss that ENGIE reasonably concludes is material shall be due to

Customer (if a gain) or due from Customer (if a loss). Customer shall provide notice of any Facility closure to ENGIE as soon as practicable.

**Billing Contact Information:** All invoices to Customer for service under this Sales Confirmation shall be provided to the person and address specified in the chart following the signature block of this Sales Confirmation.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Sales Confirmation effective as of the Effective Date. This Sales Confirmation will not become effective as to either Party unless and until executed by both Parties.

SIGNATURES	
Customer: HOPKINS COUNTY	ENGIE Resources LLC
Signature: <i>S Walker</i>	Signature:
Print Name: <i>Shannah Walker</i>	Print Name:
Print Title: <i>County Auditor</i>	Print Title:
Date: <i>8-8-2019</i>	Date:
Customer: Please also sign the Attachment A. This Sales Confirmation will not be effective unless and until both documents (this Sales Confirmation and the Attachment A) are signed and returned to ENGIE.	

	BUSINESS NAME CONTACT NAME	* BILLING CONTACT	ENGIE Resources CONTACT	CUSTOMER PAYMENTS
NAME: ATTN:	<del>Shannah Hewie</del> <i>WALKER</i>	<del>Melissa Beck</del> <i>Shannah Walker</i>	ENGIE Resources	<u>Wire payments to:</u> Mellon Bank
STREET ADDRESS:	118 CHURCH ST	118 CHURCH ST	1990 Post Oak Blvd.	<u>Account Title:</u> ENGIE Resources
CITY, STATE, ZIP:	SULPHUR SPRINGS, TX, 75483	SULPHUR SPRINGS, TX, 75483	Houston, TX 77056	<u>Account No.</u> 8-086-282
PHONE #:	903-438-4011	<del>903-438-4012</del> <i>903-438-4010</i>	1-888-232-6206	<u>ABA Number:</u> 031000037
FAX #:			(713) 636-0927	<u>For payment by check, please send to:</u> ENGIE Resources P.O. Box 9001025 Louisville, KY 40290-1025
EMAIL:	shannah@hopkinscountytx.org	shannah@hopkinscountytx.org	custserv@na.engie.com	

\*Required Information

**First Amendment to  
Retail Electric Provider's Supply Agreement**

This First Amendment (the "Amendment") is to the retail electric provider's supply agreement ("Agreement"), entitled "**MASTER ELECTRIC ENERGY SALES AGREEMENT**," including the accompanying forms of "**SALES CONFIRMATION**" and the Attachment A thereto, by and between ENGIE Resources LLC ("Seller") and HOPKINS COUNTY ("Buyer"), and is entered into effective as of the effective date of the Agreement.

In consideration of the mutual promises and agreements contained in this Amendment, the parties hereby agree as follows:

Notwithstanding anything to the contrary in the Agreement (including any attachments, exhibits, or addendums thereto and any Sales Confirmations related thereto), Seller agrees with Buyer that the following numbered provisions shall supersede and control to the extent necessary any provisions in the Agreement inconsistent with the terms of this Amendment:

1. Pricing. Pricing shall not include any standing, meter, or customer charge, and shall instead be comprised solely of (1) a separately stated amount for the commodity component (in cents per kilo-Watt hour or dollars per mega-Watt hour), (2) separately specified "pass-through" items, such as transmission or distribution service provider charges or credits, (3) separately stated fees for the recovery of the costs to Seller of the Texas PUC assessment and Texas gross receipts tax (but not sales taxes), if applicable, (4) the cost for the fee earned by the coordination consultant under contract with the H-GAC Energy Purchasing Corporation in accordance the contracted rate schedule with said consultant, which shall either be included in the commodity component or separately stated, and (5) the separately stated H-GAC Energy Purchasing Corporation Aggregation Fee of \$0.00045 per kilo-Watt hour (which is separate and apart from the fee earned by the coordination consultant included in the commodity component). All charges in the nature of pass-through items shall be made with no mark up by Seller to Buyer. The parties recognize and agree that Buyer, as a political subdivision of the State of Texas, represents and warrants that it is exempt from sales taxes and shall not be charged therefor; Seller shall provide a certificate of exemption form to Buyer at the time it offers the Agreement and this Amendment to Buyer and request Buyer to complete and return such form to the Seller within a reasonable period of time. Seller agrees it will only impose a charge for any over- and under- usage of energy relative to a benchmark or prior historical consumption if the Buyer chooses one of the options offered for usage variance at a lower-priced commodity component, for a specified percentage plus and minus a specified benchmark of consumption, as set forth in the Sales Confirmation.

2. Change in law. In the event that (i) there is a change in administrative regulation, tariff, or any fees or costs imposed by the applicable ISO or by a Governmental Authority, or a change in application or binding interpretation thereof ("Change in Law"), and (ii) such Change in Law results in a material increase in fees, costs or other third party charges being incurred relating to the provision of services contemplated herein ("Financial Effect"), then ENGIE may notify Customer in writing ("Change in Law Notice") of such Change in Law and Financial Effect, and propose an adjustment ("Adjustment") to the Contract Price under the Agreement. Within fifteen (15) days of receipt of such Change in Law Notice, Customer shall either accept such Adjustment or send notice of its decision to terminate the Agreement ("Change in Law Notice of Termination"). If Customer Party does not deliver to ENGIE a Change in Law Notice of Termination within such fifteen day period, such Adjustment shall take effect and ENGIE shall implement such Adjustment thirty (30) days after the Change in Law Notice was sent to Customer, or the day on which such Financial Effect impacts Customer if such effective date is beyond thirty days after the Change in Law Notice was sent. If Customer provides ENGIE with a Change in Law Notice of Termination, then ENGIE shall liquidate and terminate any and all Sales Confirmations hereunder after such Change in Law Notice of Termination is received (including, if implemented, the application of the Financial Effect up until such date) and on the day on which a meter can be read and transferred to another provider, and cause, with Customer's cooperation, the switch of service of the Facilities to the default service provider or to another provider selected by Customer. ENGIE shall calculate Settlement Amounts and a Termination Payment using the calculation process generally set forth in Section 2.7, and payment shall be made according to the provisions therein, provided that use of such terms and

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conditions in these circumstances shall not be interpreted to mean that either Party is in default or that an Event of Default has occurred. In the event such a Change in Law renders performance under the Agreement illegal, the Parties shall meet as soon as practicable to attempt to renegotiate the Agreement to comply with such change, and if the Parties are unable to amend the Agreement, the Parties' obligations hereunder shall terminate upon the earlier of the date the change in law becomes effective or on the date Customer commences service with a retail energy provider in lieu of ENGIE.

3. Interest rate on late or delayed payments. Each party shall pay the other party interest on any late or delayed payments at a rate of one percent above the "Prime Rate" as published, on the first day of July of the preceding fiscal year of Buyer that does not fall on a Saturday or Sunday, in The Wall Street Journal under "Money Rates," from time to time, or an appropriate substitute should such rate cease to be published, or the highest rate allowed by law, whichever is the lesser. Other than interest as provided herein, there shall be no late fees, late payment penalties, or any other charges or penalties for late or delayed payments. Any early payment discount in the Agreement, however, shall not be negated by the foregoing sentence.

4. Payment due date. Unless a shorter period is otherwise expressly agreed to by Buyer, all amounts invoiced by Seller to Buyer under the Agreement shall be due and payable by Buyer to Seller within thirty (30) days from the date Buyer receives the invoice (if the invoice is provided by Seller via E-mail to the E-mail address of the Buyer set forth in the Agreement, which shall be deemed received upon transmittal unless notified of a delivery error), unless the governing body of the Buyer meets only once a month or less frequently in which event the due and payable date shall be forty-five (45) days from the date Buyer receives the invoice (if the invoice is provided by Seller via E-mail to the E-mail address of the Buyer set forth in the Agreement, which shall be deemed received upon transmittal unless notified of a delivery error). If the Buyer requests in writing to Seller that the invoice be provided by Seller via United States mail, the Buyer shall also agree in writing that the due date shall be measured from the date of the invoice.

5. Disputed amounts. If Buyer in good faith disputes the amount of any invoice or any part thereof within 21 days after the date Buyer receives the invoice, it shall be entitled to pay only the undisputed amount and provide written notice of the reasons for the dispute. Resolution of disputed amounts and the resulting payment of any amounts determined to be owed shall be in accordance with the Agreement but as amended by this Amendment regarding interest payment and interest rate.

6. Performance or credit assurance. Unless Buyer has an unsatisfactory credit report from a reputable outside credit reporting service, or Buyer is late in making payment to Seller more than two (2) times in a six (6) month period, no deposit or other form of credit or performance assurance will be required by Seller from Buyer. In no event will the amount of the deposit or other form of performance assurance be for more than two (2) times the highest monthly bill during the preceding twelve (12) month period. All deposits or other form of performance assurance will be returned within ten (10) days of the date payment is made on the last invoice by Buyer under the Agreement, less any unpaid amounts owed by Buyer. In the event of any valid request by Seller for a deposit or other form of performance assurance, Buyer shall have five (5) business days in which to provide same to Seller, and Buyer shall have the right to provide either a cash deposit or a letter of credit from a nationally chartered bank in an amount equal to the performance assurance amount. Seller shall have no right to insist upon any particular type or form of performance assurance.

7. Disconnection of Service. Seller agrees that, prior to any temporary or permanent disconnection of the physical service to Buyer, Seller shall provide advance notification not only to Buyer but also to provide a copy of such notification to H-GAC Energy Purchasing Corporation and/or its coordination consultant. Seller further agrees that it will comply with the regulations of the Public Utility Commission of Texas and the Protocols of the Electric Reliability Council of Texas regarding disconnection of physical service to Buyer for non-payment to the extent that Buyer is a health care facility or otherwise operates critical infrastructure.

8. Requirements service. To the extent that Buyer operates facilities for which it maintains emergency generators, use of such generators in a local utility distribution company outage or force majeure situation or for required testing purposes for limited periods is allowed.

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9. Audit rights and bill adjustments. The period in which either party may challenge any billed amount shall not be less than twenty-four (24) months from the date of the invoice, provided, however, that to the extent Buyer is a health care facility or otherwise subject to information disclosure requirements under the laws regarding Medicare, said period of time shall be not less than forty-eight (48) months. The period of time in which adjusted or corrected invoices may be issued by Seller shall not exceed twenty-four (24) months. Each party shall have the right to request and examine the records of the other party in connection with the verification of the accuracy of invoices, charges, notices, or other matters related to the Agreement.

10. Periods in which to cure events of default. The period of time in which to cure a failure to pay shall be the longer of the period specified in the Agreement or ten (10) business days from the receipt of written notice of a failure to make timely payment of an amount due by one party to the other. The period of time in which to cure a material breach other than failure to pay shall be the longer of the period specified in the Agreement or ten (10) business days from the receipt of written notice of a material breach other than failure to pay..

11. Force majeure. An event of force majeure shall not include: a failure of the Seller to procure a sufficient supply of energy or to schedule the energy; financial distress; inability to make a profit or avoid financial loss; financial inability to perform; loss of markets or suppliers; changes in market prices of fuel or energy; or the economic effect of any change in law.

12. Confidentiality. It is recognized by the parties that Buyer is subject to the Public Information Act, and that the Agreement as amended is subject thereto, including any applicable disclosure exemptions therein.

13. Non-appropriation. Buyer intends to make all required contract payments for the full term of this Agreement, however, Buyer and Seller agree that if Buyer's governing body is not able to appropriate sufficient funds and has no other legally available funds to continue the purchase of electricity covered by the Agreement, Buyer may terminate without penalty this Agreement at the end of Buyer's fiscal year affected thereby, by giving written notice to Seller to that effect, and as of Buyer's termination date, Seller shall have no further duty to supply electricity to Buyer. Buyer agrees to notify Seller in writing of such non-appropriation at the earliest practicable time subsequent to the failure to appropriate. Buyer shall not be relieved of its obligation to pay amounts due for energy already supplied or for any outstanding invoice due prior to Buyer's termination date.

14. Representations and warranties. Section 2.10 is revised to provide with regard to a claim of immunity with respect to its contractual obligations the following, which shall control in lieu thereof: "Customer further represents and warrants with respect to its contractual obligations specified herein, to the extent allowed by law and subject to any applicable requirements Customer will not claim immunity on the grounds of sovereignty or similar grounds with respect to itself or its revenues or assets from (a) suit; (b) jurisdiction of court; (c) relief by way of injunction; (d) attachment of assets; or (e) execution or enforcement of any judgment.

15. Indemnity and liability. To the extent allowed by law, each party shall indemnify the other and be subject to limitations of liability in accordance with the provisions of the Agreement; provided, however, that to the extent that any indemnity or liability limitation provisions in the Agreement are not bilateral, that is, they apply only to one party rather than both, then they shall be construed to apply to both equally to the extent that the circumstances so permit.

16. Secondary Term. If at the expiration of the Agreement the Buyer has not executed a new electric supply agreement with Seller or with another retail electric provider, the term of the Agreement shall be extended for service continuing beyond the expiration date, subject to termination upon thirty (30) days prior written notice by Buyer or Seller, and subject to adjusted pricing in which the amount for the commodity component shall be the Real Time Market Price as defined in the Sales Confirmation to the Agreement plus the Post-Term Charge of \$0.018 per kWh of electric energy consumed.

17. Dispute Resolution. The right to a jury trial is not waived.

18. Delivery Point. The delivery point shall be the point where the applicable distribution service provider's conductors are connected to Buyer's conductors at or near Buyer's premise(s) as more specifically identified in the Attachment A to the Agreement. As between Seller and Buyer, title associated with the electric energy purchased

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and sold under the Supply Agreement shall pass from Seller to Buyer at Buyer's meter (the applicable distribution service provider's conductors connected to Buyer's conductors at or near Buyer's premises). Notwithstanding the foregoing, the parties agree and acknowledge that the liability and risk of loss associated with the electric energy to be delivered pursuant to the Supply Agreement while physically on the applicable transmission and distribution provider's ("TDSP") system shall be determined in accordance with the applicable TDSP tariff.


19. Metered Facility Additions and Deletions. Buyer may add to or delete from the Agreement one or more metered facilities in accordance with the provisions set forth in the Sales Confirmation to the Agreement if such option is selected by the Buyer.


All other terms and conditions of the Agreement not expressly modified in this Amendment shall remain in full force and effect.

This Amendment is binding on and inures to the benefit of the parties and their respective successors and permitted assigns, shall be governed by the laws of the State of Texas without reference to its conflicts of law provisions, and may be executed in duplicate originals (each of which shall constitute and be an original).

The persons executing this Amendment represent and warrant that they are duly authorized to execute this amendment on behalf of the party they represent and thereby bind that party to this Amendment.

**ENGIE RESOURCES LLC**  
Seller

By:   
Name: Graham Leith  
Title: Vice President of Sales  
Date: \_\_\_\_\_

HOPKINS COUNTY  
Buyer  
By:   
Name: Shannah Walker  
Title: County Auditor  
Date: 3-8-19

Customer: HOPKINS COUNTY  
 Effective Date: 03/07/2019  
 Agreement #: 1-1I75HM,1  
 PR #: 1-EHEN7P,7

ATTACHMENT A: AGREEMENT SUMMARY INFORMATION

Product Code: FP01  
 Product: Fixed Price RTC

Exhibit 1: Facilities and Accounts

#	Facility Name Service Address	City, State, Zip	County	Utility	Delivery Point	Account Number	Rate Schedule	Start Date	End Date
1	01200 HOUSTON ST GRDL	SULPHUR SPRINGS, TX 75482-5482	HOPKIN S	ONCOR	North Load Zone	10443720004758811	ERCOT_NM	04/01/2019	03/31/2023
2	1200 HOUSTON ST SIGN	SULPHUR SPRINGS, TX 75482-5482	HOPKIN S	ONCOR	North Load Zone	10443720006170613	ERCOT_BUS	04/01/2019	03/31/2023
3	01200 HOUSTON ST OFC	SULPHUR SPRINGS, TX 75482-5482	HOPKIN S	ONCOR	North Load Zone	10443720004758873	ERCOT_BUS	04/01/2019	03/31/2023
4	412 ROSEMONT ST STOR	SULPHUR SPRINGS, TX 75482-5482	HOPKIN S	ONCOR	North Load Zone	10443720004684752	ERCOT_BUS	04/01/2019	03/31/2023
5	1200 HOUSTON ST GRDL 100W	SULPHUR SPRINGS, TX 75482-5482	HOPKIN S	ONCOR	North Load Zone	10443720004952072	ERCOT_NM	04/01/2019	03/31/2023
6	416 JACKSON ST N UNIT 2651	SULPHUR SPRINGS, TX 75482-5482	HOPKIN S	ONCOR	North Load Zone	10443720007445891	ERCOT_BUS	04/01/2019	03/31/2023
7	298 ROSEMONT ST BLDG JAIL	SULPHUR SPRINGS, TX 75482-5482	HOPKIN S	ONCOR	North Load Zone	10443720000903472	ERCOT_BUS	04/01/2019	03/31/2023
8	140 JEFFERSON ST E	SULPHUR SPRINGS, TX 75482-5482	HOPKIN S	ONCOR	North Load Zone	10443720004700686	ERCOT_BUS	04/01/2019	03/31/2023
9	615 CR 3564 GRDL	SULPHUR SPRINGS, TX 75482-5482	HOPKIN S	ONCOR	North Load Zone	10443720004993395	ERCOT_NM	04/01/2019	03/31/2023
10	PRECINCT 2 GRDL	COMO, TX 75431-5431	HOPKIN S	ONCOR	North Load Zone	10443720005196432	ERCOT_NM	04/01/2019	03/31/2023
11	12080 E TEXAS HIGHWAY 11	COMO, TX 75431-5431	HOPKIN S	ONCOR	North Load Zone	10443720009467618	ERCOT_BUS	04/01/2019	03/31/2023
12	498 COUNTY ROAD 3502	SULPHUR SPRINGS, TX 75482-5482	HOPKIN S	ONCOR	North Load Zone	10443720008512701	ERCOT_BUS	04/01/2019	03/31/2023
13	00000 @1200 HOUSTON- CIVIC CENTER	SULPHUR SPRINGS, TX 75482-5482	HOPKIN S	ONCOR	North Load Zone	10443720004758656	ERCOT_BUS	04/01/2019	03/31/2023
14	128 JEFFERSON ST E	SULPHUR SPRINGS, TX 75482-5482	HOPKIN S	ONCOR	North Load Zone	10443720004680598	ERCOT_BUS	04/01/2019	03/31/2023
15	180 HOUSTON ST E	SULPHUR SPRINGS, TX 75482-5482	HOPKIN S	ONCOR	North Load Zone	10443720004684907	ERCOT_BUS	04/01/2019	03/31/2023
16	00128 JEFFERSON GRDL 2	SULPHUR SPRINGS, TX 75482-5482	HOPKIN S	ONCOR	North Load Zone	10443720005040546	ERCOT_NM	04/01/2019	03/31/2023
17	416 JACKSON ST N GRDL	SULPHUR SPRINGS, TX 75482-5482	HOPKIN S	ONCOR	North Load Zone	10443720005088844	ERCOT_NM	04/01/2019	03/31/2023
18	1200 HOUSTON ST BLDG	SULPHUR SPRINGS, TX 75482-5482	HOPKIN S	ONCOR	North Load Zone	10443720006106691	ERCOT_BUS	04/01/2019	03/31/2023
19	416 JACKSON ST N PARK	SULPHUR SPRINGS, TX 75482-5482	HOPKIN S	ONCOR	North Load Zone	10443720006491184	ERCOT_BUS	04/01/2019	03/31/2023
20	1200 HOUSTON ST TRLR PAD	SULPHUR SPRINGS, TX 75482-5482	HOPKIN S	ONCOR	North Load Zone	10443720007701462	ERCOT_BUS	04/01/2019	03/31/2023
21	298 ROSEMONT ST STLG	SULPHUR SPRINGS, TX 75482-5482	HOPKIN S	ONCOR	North Load Zone	10443720000468303	ERCOT_BUS	04/01/2019	03/31/2023



Customer: HOPKINS COUNTY  
 Effective Date: 03/07/2019  
 Agreement #: 1-1175HM,1  
 PR #: 1-EHEN7P,7

**ATTACHMENT A: AGREEMENT SUMMARY INFORMATION**

Product Code: FP01  
 Product: Fixed Price RTC

**Exhibit 1: Facilities and Accounts**

#	Facility Name Service Address	City, State, Zip	County	Utility	Delivery Point	Account Number	Rate Schedule	Start Date	End Date
22	615 CR 3564 BARN COUNTY	SULPHUR SPRINGS, TX 75482-5482	HOPKIN S	ONCOR	North Load Zone	10443720004537843	ERCOT_BUS	04/01/2019	03/31/2023
23	203 FARM ROAD 2653	COMMERCE, TX 75428-5428	HUNT	ONCOR	North Load Zone	10443720004950050	ERCOT_BUS	04/01/2019	03/31/2023
24	00128 JEFFERSON GRDL 1	SULPHUR SPRINGS, TX 75482-5482	HOPKIN S	ONCOR	North Load Zone	10443720005040577	ERCOT_NM	04/01/2019	03/31/2023
25	1200 HOUSTON ST UNIT ARENA	SULPHUR SPRINGS, TX 75482-5482	HOPKIN S	ONCOR	North Load Zone	10443720007384921	ERCOT_BUS	04/01/2019	03/31/2023
26	3024 COUNTY ROAD 2307	SULPHUR SPRINGS, TX 75482-5482	HOPKIN S	ONCOR	North Load Zone	10443720007569240	ERCOT_BUS	04/01/2019	03/31/2023
27	298 ROSEMONT ST POLE	SULPHUR SPRINGS, TX 75482-5482	HOPKIN S	ONCOR	North Load Zone	10443720007893841	ERCOT_BUS	04/01/2019	03/31/2023
28	118 MAIN ST BLDG MAIN	SULPHUR SPRINGS, TX 75482-5482	HOPKIN S	ONCOR	North Load Zone	10443720004702980	ERCOT_BUS	04/01/2019	03/31/2023
29	228 W HINNANT ST	SULPHUR SPRINGS, TX 75482-5482	HOPKIN S	ONCOR	North Load Zone	10443720004780232	ERCOT_BUS	04/01/2019	03/31/2023
30	1200 HOUSTON ST SIDE E	SULPHUR SPRINGS, TX 75482-5482	HOPKIN S	ONCOR	North Load Zone	10443720006575442	ERCOT_BUS	04/01/2019	03/31/2023
31	118 MAIN ST SHOP	SULPHUR SPRINGS, TX 75482-5482	HOPKIN S	ONCOR	North Load Zone	10443720006611650	ERCOT_BUS	04/01/2019	03/31/2023
32	1200 HOUSTON ST UNIT E	SULPHUR SPRINGS, TX 75482-5482	HOPKIN S	ONCOR	North Load Zone	10443720008294027	ERCOT_BUS	04/01/2019	03/31/2023
33	00217 LINDA DR	SULPHUR SPRINGS, TX 75482-5482	HOPKIN S	ONCOR	North Load Zone	10443720004695850	ERCOT_BUS	04/01/2019	03/31/2023
34	416 JACKSON ST N PARK AMUSE	SULPHUR SPRINGS, TX 75482-5482	HOPKIN S	ONCOR	North Load Zone	10443720004718821	ERCOT_BUS	04/01/2019	03/31/2023
35	203 FARM ROAD 2653 GRDL 1	COMMERCE, TX 75428-5428	HUNT	ONCOR	North Load Zone	10443720005053504	ERCOT_NM	04/01/2019	03/31/2023
36	01200 HOUSTON ST	SULPHUR SPRINGS, TX 75482-5482	HOPKIN S	ONCOR	North Load Zone	10443720006019829	ERCOT_BUS	04/01/2019	03/31/2023
37	499 COUNTY ROAD 3502 BARN	SULPHUR SPRINGS, TX 75482-5482	HOPKIN S	ONCOR	North Load Zone	10443720000667416	ERCOT_BUS	04/01/2019	03/31/2023
38	@JEFFERSON	SULPHUR SPRINGS, TX 75482-5482	HOPKIN S	ONCOR	North Load Zone	10443720004700624	ERCOT_BUS	04/01/2019	03/31/2023
39	01286 TEXAS ST	SULPHUR SPRINGS, TX 75482-5482	HOPKIN S	ONCOR	North Load Zone	10443720007413441	ERCOT_BUS	04/01/2019	03/31/2023
40	233 COLLEGE ST STE A	SULPHUR SPRINGS, TX 75482-5482	HOPKIN S	ONCOR	North Load Zone	10443720008613978	ERCOT_BUS	04/01/2019	03/31/2023

Customer: HOPKINS COUNTY  
 Effective Date: 03/07/2019  
 Agreement #: 1-1175HM,1  
 PR #: 1-EHEN7P,7

**ATTACHMENT A: AGREEMENT SUMMARY INFORMATION**

Product Code: FP01  
 Product: Fixed Price RTC

**Exhibit 1: Facilities and Accounts**

#	Facility Name Service Address	City, State, Zip	County	Utility	Delivery Point	Account Number	Rate Schedule	Start Date	End Date
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Contract Price (\$/KWh):	0.04616
Post Term Charge (\$/Kwh):	0.009

Customer: HOPKINS COUNTY  
 Effective Date: 03/07/2019  
 Agreement #: 1-1175HM,1  
 PR #: 1-EHEN7P,7

**ATTACHMENT A: AGREEMENT SUMMARY INFORMATION**

**Exhibit 2: Monthly Anticipated Consumption (in MWh)**

Delivery Point: North Load Zone		Year	MWh
Apr	2019	2019	215.90
May	2019	2019	250.04
Jun	2019	2019	285.33
Jul	2019	2019	326.18
Aug	2019	2019	317.10
Sep	2019	2019	303.47
Oct	2019	2019	245.75
Nov	2019	2019	199.97
Dec	2019	2019	206.63
Jan	2020	2020	219.45
Feb	2020	2020	199.63
Mar	2020	2020	210.55
Apr	2020	2020	215.51
May	2020	2020	249.54
Jun	2020	2020	288.82
Jul	2020	2020	327.97
Aug	2020	2020	311.85
Sep	2020	2020	303.17
Oct	2020	2020	245.49
Nov	2020	2020	197.98
Dec	2020	2020	208.78
Jan	2021	2021	219.50
Feb	2021	2021	191.93
Mar	2021	2021	211.57
Apr	2021	2021	215.81
May	2021	2021	249.21
Jun	2021	2021	291.05
Jul	2021	2021	328.18
Aug	2021	2021	312.08
Sep	2021	2021	300.73
Oct	2021	2021	243.93
Nov	2021	2021	198.78

**ATTACHMENT A: AGREEMENT SUMMARY INFORMATION**

Delivery Point: North Load Zone

Customer: HOPKINS COUNTY  
 Effective Date: 03/07/2019  
 Agreement #: 1-1175HM,1  
 PR #: 1-EHEN7P,7

Dec	2021	209.77
Jan	2022	219.10
Feb	2022	191.73
Mar	2022	211.96
Apr	2022	215.38
May	2022	251.49
Jun	2022	291.99
Jul	2022	326.55
Aug	2022	314.15
Sep	2022	297.88
Oct	2022	243.67
Nov	2022	198.04
Dec	2022	210.17
Jan	2023	219.56
Feb	2023	191.63
Mar	2023	212.39

**ACKNOWLEDGMENT:**

Customer has reviewed the Account Numbers on this Attachment A for accuracy and completeness and verifies that the facilities and accounts identified on this Attachment A are owned or under its control.

Signature:

*Shannon Walker*

Print Name

Shannon Walker

Customer, please check this box if your accounts are tax exempt. If tax exempt, please send your tax exemption certificates to [custserv@na.engie.com](mailto:custserv@na.engie.com). We cannot apply the tax exemption until we receive your certificates.