



ELECTRIC ENERGY SALES AGREEMENT

This Electric Energy Sales Agreement (this "Agreement") between Reliant Energy Retail Services, LLC, a Delaware limited liability company ("Reliant"), and Hidalgo County ("Customer") is effective on this 25th day of November, 2015 (the "Effective Date"). Exhibit A sets forth definitions of capitalized terms not defined in the text.

PART 1: TERM; TRANSITION TERM.

The "Initial Term" of this Agreement commences on the Effective Date and will expire, unless earlier terminated, on the first Meter Read Date after November 30, 2019. If any Customer Location(s) have not been switched to a new REP at the end of the Initial Term, then Reliant may continue to sell electricity ("Energy") to Customer for the Customer Locations, in accordance with this Agreement, and this Agreement will continue in effect for successive one month terms (collectively, the "Transition Term") until all Customer Location(s) are switched to a new REP (the Initial Term and the Transition Term, collectively, the "Term"). The Contract Charge for each month of the Transition Term (the "Transition Charge"), together with any new product terms, will be posted on Reliant's AccountConnectSM website at www.reliant.com (the "Site"). It is the Customer's responsibility to access the Site for each Transition Charge and no other notice will be provided. At any time after the end of the Initial Term, if allowed by Law, Reliant may terminate this Agreement by transferring any remaining Customer Location(s) to the POLR or the appropriate REP. All obligations regarding payment of Taxes, limitations of liability, and waivers survive termination indefinitely, and confidentiality obligations survive termination for the period of the applicable statute of limitations.

PART 2: SALES AND PURCHASES.

- 2.1 **Sales and Purchases.** Reliant will sell to Customer, and Customer will purchase from Reliant, Energy to satisfy all of Customer's Energy Requirements for each Customer Location for the Delivery Term. The Customer Information forms the substantial basis for the calculation of charges for the supply of Energy under this Agreement. To the best of Customer's knowledge, the Customer Information is true and accurate as of the date furnished to Reliant and as of the Effective Date. Customer will take all actions necessary to effectuate this Agreement, including, if requested by Reliant, executing an authorization form permitting Reliant to request changes of the Meter Read Date(s) for one or more Customer Locations. During the Delivery Term, Customer may not (a) have generation that is synchronously connected to the TDSP at any Customer Location, or (b) resell any portion of the Energy purchased from Reliant to any third party.
- 2.2 **Contract Charge.** For all Energy deliveries under this Contract, Customer agrees to pay Reliant the Contract Charge.
- 2.3 **Extension of Initial Term.** If, before the end of the Initial Term, Customer requests an extension of the Initial Term and a new Contract Charge to take effect for the remainder of the Initial Term and the extension period, Reliant may, but is not obligated to, propose an extension period and new Contract Charge, together with other terms as may be then required by Reliant (the "Proposal"). If the Proposal is submitted and satisfactory to Customer, this Agreement may be amended in a writing signed by the Parties implementing the Proposal. The Parties understand that there are no obligations or rights created in favor of any Party with respect to any extension period or new Contract Charge until an amendment is signed by both Parties.
- 2.4 **Delivery of the Energy.** Customer acknowledges that the TDSP owns and controls the electric transmission or distribution wires or equipment, has custody and control of the Energy sold and purchased under this Agreement, and has the responsibility to deliver the Energy to the Customer Locations. Reliant has no liability, obligation, or responsibility for the operations of the TDSP or for the interruption, termination, failure to deliver, or deterioration of the TDSP's transmission or distribution service.
- 2.5 **Billing.** Reliant will render to Customer the Reliant Invoice setting forth all charges and amounts due. Within five Business Days after the Effective Date, Customer will notify Reliant in writing of the address to which Reliant may submit invoices. Reliant's ability to invoice Customer is dependent on the TDSP's and ERCOT's ability to furnish Reliant all necessary information, including the Meter Read Dates for scalar meters and recorded data for interval data meters. Absent that information from the TDSP or ERCOT, Reliant may invoice Customer based on estimated data. After Reliant receives the required information, the estimated Reliant Invoice will be adjusted on a subsequent invoice to reconcile differences between estimated and actual data.