

ENERGY TRANSACTION CONFIRMATION

FIXED PRICE

From: Reliant Energy Retail Services, LLC ("Reliant")
Phone: 682-559-5472
Fax: 832-584-2010
Email: Lsoto@reliant.com

To: Texas Juvenile Justice Department ("Customer")
Attn: William Walk
Phone Number: 512-490-7265
Fax Number: 512-490-7252
Email: William.walk@tjjd.texas.gov

Terms: This Energy Transaction Confirmation (this "**Confirmation**") is being provided pursuant to the Agreement identified below in effect between Customer and Reliant and is subject to all of the provisions of that Agreement. All capitalized terms used but not defined in this Confirmation have the meanings set forth in the Agreement.

Agreement: Electric Energy Sales Agreement dated **May 16, 2016**; Reliant Reference Number: **1-QNPWB2**.

Transaction Type: Energy Transaction

Initial Term: Beginning on the Confirmation Date stated above and continuing until the first Meter Read Date after **May 31, 2026**.

Delivery Term: Beginning on the first Meter Read Date on or after the Commencement Date shown on **Exhibit D**, and ending the last day of the Term, as further described in the definition of Delivery Term in **Exhibit A** to the Agreement.

Contract Price: **\$0.03920** per kWh for each Customer Location.

Exhibit C: The attached **Exhibit C** applies to this Energy Transaction.


Exhibit D: The attached **Exhibit D** applies to this Energy Transaction.

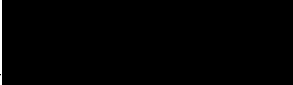
Special Provisions:

1. This agreement is contingent upon approval by the Texas Juvenile Justice Department's Governing Board at its June 2021 meeting.
2. This Confirmation must be executed by Customer and Reliant. Please execute in the space below and return to Reliant at the facsimile number provided above. This Confirmation is effective only when Reliant receives and executes this Confirmation. After execution, Reliant will return to Customer by facsimile a fully executed copy of this Confirmation. If Reliant does not execute this Confirmation, Reliant will notify Customer, and this Confirmation will have no effect.

RELIANT ENERGY RETAIL SERVICES, LLC

TEXAS JUVENILE JUSTICE DEPARTMENT

By: 
Name: Robert J. Gaudette
Title: Vice President

By:  5/27/21
Name: Camille Cain
Title: Executive Director

NAA



EXHIBIT B: NOTICES AND PAYMENTS

RELIANT

NOTICES & CORRESPONDENCE:

Reliant Energy Retail Services, LLC
910 Louisiana Street
Houston, Texas 77002
Attn: Reliant Contract Management

P.O. Box 3412
Houston, Texas 77253-3412
Attn: Reliant Contract Management

Facsimile No: (832) 584-2010

With a copy to:
Vice President, Sales and Marketing

Email Request (**Section 6.9**): Email your Customer Care specialist or [Solutions @
reliant.com](mailto:Solutions@reliant.com)

Reliant's Customer Care Number: (888) 315-1558

BILLING & ACCOUNTING MATTERS:

Reliant Energy Retail Services, LLC
P.O. Box 1532
Houston, Texas 77251-1532
Attn: Invoicing

Telephone: (888) 275-6859

PAYMENTS:

Payment by Wire/ACH to
Bank of New York Mellon (or Mellon Bank NA)
Transit Routing # 043000261
Account Name: Reliant Energy Retail Services,
LLC
Acct. # 119-2420

Overnight Payment Option:
Reliant Energy Retail Services, LLC
Dept – 0954
1501 North Plano Rd.
Richardson, Texas 75081

Regular Payment Option:
Reliant Energy Retail Services, LLC
Dept. 0954
P.O. Box 120954
Dallas, Texas 75312-0954

CUSTOMER

NOTICES & CORRESPONDENCE

TEXAS JUVENILE JUSTICE DEPARTMENT
11209 METRIC BLVD STE H
AUSTIN, TX 78758-4183

Attention: William Walk
Telephone No.: (512) 490-7265
Facsimile No.: (512) 490-7252
E-Mail Address: william.walk@tjjd.texas.gov

PAYMENTS

Bank: _____
ABA Routing # _____
Account # _____

**EXHIBIT C
FIXED PRICE**

Unbundled TDSP – Unbundled Nodal – No Settlement

This Fixed Price Product sets a fixed Contract Price per kWh of Actual Consumption for the Initial Term. In addition, certain charges will be passed through to Customer.

CONTRACT CHARGES

The "**Contract Price**" is the fixed amount per kWh of Actual Consumption set out on the applicable Confirmation.

The Contract Price includes:

1. Energy charges,
2. Ancillary Service Charges,
3. ERCOT fees,
4. Applicable aggregator and broker fees collected from Customer and paid to Customer's aggregator or broker (if any), and
5. Line losses and UFE charges.

In addition, Customer will pay the following pass through charges listed as separate line items on the Reliant Invoice:

1. Discretionary Service Fees,
2. Competition Charges,
3. Nodal Congestion Charges,
4. Taxes,
5. Transmission and Distribution Charges,
6. Any additional charges that are expressly authorized in this Agreement.

MATERIAL CHANGE

(a) A **Material Change** occurs if for any two consecutive billing periods Customer's Actual Consumption for each billing period is less than 75% of the Benchmark Quantity or is more than 125% of the Benchmark Quantity. If a Material Change occurs then Reliant may at any time notify Customer in writing (the "**Notification Letter**") of adjusted Benchmark Quantities and an adjusted Contract Price that reflects the incremental effect of the difference between the unadjusted and the adjusted Benchmark Quantities and these adjustments will be effective as of the next Meter Read Date.

(b) If Customer anticipates any change in operations at any Customer Location(s), including Customer's plans for new construction, facility replacement or equipment modification, planned closures, applications for new construction permits, or new environmental limits that is likely to cause a Material Change, then Customer must notify Reliant promptly, but no later than 60 days before that anticipated change in operations (a "**Notice of Material Change**"). If Reliant receives a Notice of Material Change:

- (i) Reliant may at any time, notify Customer in writing (the "**Notification Letter**") of adjusted Benchmark Quantities and an adjusted Contract Price that reflects the incremental effect of the difference between the unadjusted and the adjusted Benchmark Quantities.
- (ii) Customer may accept the adjusted quantity and price by signing the Notification Letter and returning it to Reliant within 5 Business Days of the Notification Letter date. Once accepted, the adjusted Benchmark Quantities and adjusted Contract Price will be effective on the first Meter Read Date after the expiration of that 5 Business Day notice period. If Customer does not sign and return the Notification Letter within the 5 Business Day notice period, then the Benchmark Quantities and Contract Price will not be adjusted, and Reliant may terminate the Energy Transaction and Energy Transaction Confirmation as of a specified termination date upon at least 5 Business Days' Notice to Customer.
- (iii) If Reliant terminates the Energy Transaction and Energy Transaction Confirmation, Reliant will calculate a Termination payment by determining Reliant's Losses and Gains. If Reliant realizes a Gain, Reliant will pay Customer the amount of the Gain. If Reliant realizes a Loss, Customer will pay Reliant the amount of the Loss. If

all Customer Locations are not switched to a new Energy supplier effective upon the termination date specified in the Notice to Customer, then Reliant will have the rights specified in the Term provision of the Agreement.

Any election by Reliant not to exercise its rights under this Section will not preclude Reliant's exercise of those rights at a later date.

DEFINITIONS

As used herein, the terms "**Day-Ahead**", "**Hub**", "**Load Zone**", "**Real-Time**", "**RUC Make-Whole Uplift Charge**," and "**Settlement Point Price**" have the meaning set forth in the ERCOT Nodal Protocols.

"**Actual Consumption**" means the Energy measured or reported by the TDSP or estimated by Reliant for the Customer Location for a month for scalar meters and for each hour for IDR meters.

"**Ancillary Service Charges**" means, for each Customer Location, all charges assessed by ERCOT for services necessary to maintain reliable operation of the transmission system in order to support the transmission of Energy from the source of generation to the points of demand.

"**Competition Charges**" means, for each Customer Location, any or all of the following charges: competition transition charges; transition charges as defined in the PURA; excess mitigation credits; and/or substantially similar charges associated with, or resulting from, the opening of the electric market in the State of Texas to REPs, including the recovery of stranded costs as defined by the PURA and increases in transmission and distribution rates charged by the TDSP that result from, or are otherwise attributable to, the redirection of depreciation expenses.

"**Discretionary Service Fees**" means all non-routine deposits, connection fees, metering charges, installation costs for equipment to maintain a Power Factor of not less than 95% lagging at each Customer Location meter, assessments by the TDSP regarding any Power Factor at any Customer Location meter, or any similar amounts that are assessed by and payable to the TDSP related to the purchase and installation of meters and associated equipment and the Customer's use of that equipment to establish or maintain electric service at a Customer Location or to maintain TDSP system requirements, or other charges for equipment or services requested by Customer or required by the TDSP.

"**Nodal Congestion**" means the difference(s) between the Real Time Settlement Point Price(s) determined by ERCOT for the Hub(s) and the Real Time Settlement Point Price(s) determined by ERCOT for the Load Zones associated with the Customer Location(s).

"**Nodal Congestion Charges**" means the amount determined by calculating the product of "**Nodal Congestion**" and the "**Actual Consumption**."

"**Power Factor**" means the ratio of kW to kilovolt amperes expressed as a percentage, calculated by dividing kW by kilovolt amperes.

"**Transmission and Distribution Charges**" means, for each Customer Location, all transmission and distribution charges and other cost recovery charges and fees outlined in the TDSP's tariff and billed to Reliant for TDSP's services to deliver Energy to the applicable Customer Location; provided, such charges and fees will not include any Competition Charges.

CUSTOMER'S ACKNOWLEDGMENT

Customer acknowledges that Reliant and its affiliates are in the business of buying and selling power within the ERCOT market for each of their own accounts and that such participation in the foregoing market may affect the calculation of the Settlement Point Prices. Notwithstanding the foregoing, Customer agrees to pay the amounts provided for in this Agreement that may be based upon the Settlement Point Prices, as promulgated by ERCOT. Subject to the Customer's right to dispute a Reliant Invoice as set forth in this Agreement, Customer will not withhold payment for any reason, including, investigatory activities undertaken by ERCOT or PUCT. Nothing in this Agreement restricts Reliant or any of Reliant's affiliates from participating in ERCOT market activities that may affect the Settlement Point Prices.

**EXHIBIT D
FIXED PRICE**

Customer Location Information:

#	CUSTOMER LOCATION NAME	CUSTOMER LOCATION ADDRESS	CITY	ST	ZIP	ESID	COMMENCEMENT DATE
1	Texas Juvenile Justice Department	10165 HARWIN DR #180	HOUSTON	TX	77036	1008901006189091321100	6/1/2021
2	Texas Juvenile Justice Department	116 W BURLESON RD	MART	TX	76664	10176990007520247	6/1/2021
3	Texas Juvenile Justice Department	600 FM 3254	BROWNWOOD	TX	76801	10443720002372926	6/1/2021
4	Texas Juvenile Justice Department	8100 W ELIZABETH LN	FORT WORTH	TX	76116	10443720004773117	6/1/2021
5	Texas Juvenile Justice Department	8100 W ELIZABETH LN GRDL	FORT WORTH	TX	76116	10443720005549319	6/1/2021
6	Texas Juvenile Justice Department	4701 E FM 678	GAINESVILLE	TX	76240	10443720006830138	6/1/2021
7	Texas Juvenile Justice Department	4701 E FM 678 APT 358	GAINESVILLE	TX	76240	10443720007712150	6/1/2021
8	Texas Juvenile Justice Department	4701 E FM 678 APT 371	GAINESVILLE	TX	76240	10443720007712181	6/1/2021
9	Texas Juvenile Justice Department	4701 E FM 678 APT 368	GAINESVILLE	TX	76240	10443720007712212	6/1/2021
10	Texas Juvenile Justice Department	4701 E FM 678 APT 374	GAINESVILLE	TX	76240	10443720007712243	6/1/2021
11	Texas Juvenile Justice Department	4701 E FM 678 APT 378E	GAINESVILLE	TX	76240	10443720007712305	6/1/2021
12	Texas Juvenile Justice Department	4701 E FM 678 APT 378W	GAINESVILLE	TX	76240	10443720007712336	6/1/2021
13	Texas Juvenile Justice Department	4701 E FM 678 APT 379E	GAINESVILLE	TX	76240	10443720007712429	6/1/2021
14	Texas Juvenile Justice Department	4701 E FM 678 APT 379W	GAINESVILLE	TX	76240	10443720007712522	6/1/2021
15	Texas Juvenile Justice Department	1438 N BUSINESS 77	HARLINGEN	TX	78550	10032789489443310	6/1/2021
16	Texas Juvenile Justice Department	1001 HIGH MESA	BROWNWOOD	TX	76801	10443720000391854	6/1/2021
17	Texas Juvenile Justice Department	620 FM 3254	BROWNWOOD	TX	76801	10443720000391823	6/1/2021
18	Texas Juvenile Justice Department	116 W BURLESON RD GATE	MART	TX	76664	10176990007750298	6/1/2021
19	Texas Juvenile Justice Department	611 FM 3254	BROWNWOOD	TX	76801	10443720002372895	6/1/2021