Customer Information

4/27/2026

Customer Name	Brown County
Channel Partner	Harris County Department of Education
ESIID Count	14
Payment Term	Net 30
Credit Status	Approved
Start Date	5/1/2026

TXU energy

Pricing Summary - Load Zone

	Term 1	Term 2	Term 3	Term 4	Term 5	Term 6	Term 7	Term 8	Term 9	Term 10
Term(months):	12	24	36	48	60					
End Date:	4/30/2027	4/30/2028	4/30/2029	4/30/2030	4/30/2031					
Commodity Charge:	$ 0.0582624	$ 0.0596035	$ 0.0606386	$ 0.0615536	$ 0.0624509					
Pricing Location:	ZONE	ZONE	ZONE	ZONE	ZONE					
Swing Bandwidth:	MAC	MAC	MAC	MAC	MAC					
Total Contract kWh:	1,429,417	2,855,154	4,280,388	5,706,335	7,132,879					
Greenback Dollars:	$0.00	$500.00	$500.00	$1,000.00	$1,000.00					
Add/Delete:	10%	10%	10%	10%	10%					
Channel Partner Fee:	$0.45	$0.45	$0.45	$0.45	$0.45					

(Exhibit #3)

May 11, 2026

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TXU energy

Transaction Confirmation for Supply of Electricity

Quote Number:	S0937258		Product:	Fixed Price Load Zone MAC	
Business Partner #:	0020106225				
Buyer:	Brown County 800 FM 3254 BROWNWOOD, TX 76801-9007		Seller:	TXU Energy Retail Company LLC REP Certification No. 10004 6555 Sierra Drive 1-W-1 Irving, Texas 75039 Attn: Retail Contract Administration	
Phone:	325-646-0328	Fax:	Phone:	866-576-6745	Fax: 972-556-6108

I. TERM

Primary Term: The Primary Term for each Premise will begin on the first meter read, and end on the first regularly scheduled meter read, for each Premise occurring on or after the dates listed below in compliance with the Base Contract for Supply of Electricity.

Primary Term Start Date: May 12, 2026	**Primary Term End Date**: April 30, 2031

II. CHARGES

Amount (Monthly Charges will be the total of the items listed in this Article II.)

i. All kWh Charge (the per kWh "Contract Price")

$0.0664164 per kWh

The All kWh Charge includes charges for the commodity (including the price impact, if any, resulting from the implementation of the Operating Reserve Demand Curve ("ORDC")), Energy (shaped), Ancillary Services, Qualified Scheduling Entity Charges, Renewable Energy Credit Charges, Reliability Must Run ("RMR"), Must-Run Alternative ("MRA"), Reliability Unit Commitment ("RUC"), Line Losses (TDSP), Market Clearing Price for Capacity, ERCOT Administration Fee/ISO Fees, and 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. For the avoidance of doubt, the charges for MRA and RMR are as of the execution date of this Agreement. It will also include the settlement charges for Congestion to the applicable ERCOT Load Zone.

ii. Excess Usage

Excess Usage Tolerance:
*See Section IV. Special Provisions titled "Material Adverse Change"

iii. Under Usage

Under Usage Tolerance:
*See Section IV. Special Provisions titled "Material Adverse Change"

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 Harris County Department of Education/Choice Partners ("HCDE/CP"), of which Buyer is a member, which payment is made pursuant to that certain Contract (Request for Proposals #25/028TC) between Seller and HCDE/CP facilitating the concluding of this transaction between Buyer and Seller.

III. BILLING

Payment Terms: Net 30 days from the date of the invoice via Check

IV. SPECIAL PROVISIONS

INITIAL SECURITY:
An initial cash deposit in the amount of $0.00 is required within ten (10) days from the issuance date of the invoice for the deposit. Once received, the cash deposit may be replaced by a surety bond, or an irrevocable letter of credit either of which shall be (i) in a form reasonably acceptable to Seller, (ii) from an institution reasonably acceptable to Seller, and (iii) in the same dollar amount as the cash deposit. The security shall remain in effect until at least two (2) months after the Primary Term End Date.

MATERIAL ADVERSE CHANGE:
In the event Buyer's total Power usage under the Agreement for any calendar month during the Agreement Term should ever (i) exceed the Power quantities for such month (as listed in Exhibit A-1) by more than 25%, or (ii) fall short of the Power quantities listed for such month by more than 25%, 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:

Excess Usage:
If Buyer's total consumption of Power for all Premises in a calendar month exceeds the total amount listed in Exhibit A-1 for such month by more than the Excess Usage Tolerance percentage specified below, then Seller may charge Buyer 105% of the then current Market Price (as defined below) as the "Contract Price" for such excess quantities. The "Market Price", for purposes of this Excess Usage paragraph and the Under Usage paragraph below, shall be the weighted average of the Real Time Settlement Point Prices for the applicable load zone(s) in the applicable month; plus all charges associated with Ancillary Services, Qualified Scheduling Entity Charges, Renewable Energy Credit Charges, Reliability Must Run ("RMR"), Must-Run Alternative ("MRA"), 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 for Congestion to the applicable ERCOT Load Zone.

Excess Usage Tolerance: 25%

Under Usage:
Except to the extent caused by a Force Majeure event or Seller's breach, if Buyer's total consumption of Power for all Premises in a calendar month is less than the total amount listed in Exhibit A-1 for such month by more than the Under Usage Tolerance percentage specified below, then, in addition to paying for the Power actually consumed, Buyer agrees to pay Seller for the cost of liquidating the Shortfall Quantity. The "Shortfall Quantity" shall mean [((100% minus the Under Usage Tolerance percentage specified below) multiplied by (the aggregated monthly contract usage quantities listed on Exhibit A-1 for the applicable month)) minus (the aggregated quantities consumed by Buyer during the month)]. The cost of liquidating the Shortfall Quantity shall be the positive amount, if any, calculated as follows: [(the Shortfall Quantity) multiplied by (the Contract Price minus 95% of the then current Market Price for the Shortfall Quantity)].

Under Usage Tolerance: 25%

***Buyer should be aware that the Market Price in the above calculations for Excess Usage and Under Usage quantities potentially could be volatile. Market and other conditions that affect the Market Price potentially could result in significant increases in Buyer's costs in months where Excess or Under Usage has occurred for which Buyer nevertheless will remain responsible for paying. Seller has not provided and is not providing under this transaction any risk management or hedges in conjunction with Buyer's usage outside of the Usage Tolerances identified herein.**

ADDITION AND REMOVAL OF PREMISES:
Sections 5.1 and 5.2 of the Base Contract shall be replaced with the following provisions with respect to this Agreement for the term of this Agreement:

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 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%) 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.

Notwithstanding the above paragraphs, Buyer will owe Seller settlement costs, if any, for RECs and/or EFECs added or removed due to the addition or deletion of one or more Premises as outlined in Sections 5.1 and 5.2 of the Base Contract using the current market price for RECs and/or EFECs. Any settlement costs owed for RECs and/or EFECs will be billed in accordance with Article V of the Base Contract.

TXU ENERGY GREENBACK PROGRAM:
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 $1,000.00 in rebates for qualifying energy efficiency work performed and completed at Buyer's Premises **after execution of this Transaction Confirmation.** Funds will be available starting on the Primary Term Start Date and documentation for all such work must be submitted to Seller within one year of this date (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.

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.

V. BASE CONTRACT

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.

Buyer Legal Name: Brown County 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:	Officer's Printed Name:
Title:	Title:
Date:	Date:

Exhibit A – Point of Delivery Listing

Legal Name: Brown County **Quote:** S0937258

TDSP	ESI ID	ESI ID Address	Congestion Zone	Meter Cycle	Special Start Date	Special End Date	Profile	Meter Type	Standing Charge	ESI Peak KW
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720009960734	1050 W COMMERCE ST DEPT POLIC BROWNWOOD TX 76801-2009	North	14			BUSMEDLF	NIDR	0	312
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720002216252	200 S BROADWAY ST RM 116 STE 116 BROWNWOOD TX 768013136	North	21			BUSLOLF	NIDR	0	220
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720004770567	3606 HIGHWAY 377 S GRDL GRDL BROWNWOOD TX 768015116	North	16			NMLIGHT	NIDR	0	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720004510012	1951 COUNTY ROAD 381 GRDL GRDL BROWNWOOD TX 768023391	North	13			NMLIGHT	NIDR	0	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720002214950	605 FISK AVE BROWNWOOD TX 76801-2840	North	21			BUSLOLF	NIDR	0	20
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720008123937	204 E SPENCER STOR TANK STOR BANGS TX 76823	North	03			BUSNODEM	NIDR	0	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720006240825	1951 COUNTY ROAD 381 SHOP 2 BROWNWOOD TX 76802-3391	North	13			BUSNODEM	NIDR	0	9
AEP TEXAS NORTH COMPANY	10204049708502373	3860 FM 1689 MAY TX 76857-2701	West	11			NMLIGHT	NIDR	0	0
AEP TEXAS NORTH COMPANY	10204049708502372	3860 FM 1689 MAY TX 76857-2701	West	11			BUSNODEM	NIDR	0	12
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720000299631	613 N FISK AVE BROWNWOOD TX 76801-8217	North	21			BUSLOLF	NIDR	0	32
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720002271928	00000 @PCT 4 COMM BANGS TX 76823-0000	North	03			BUSNODEM	NIDR	0	5
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720002399028	3606 HIGHWAY 377 S BROWNWOOD TX 768015116	North	16			BUSNODEM	NIDR	0	7
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720004713837	00204 E SPENCER ST GRDL GRDL BANGS TX 76823	North	03			NMLIGHT	NIDR	0	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720002401136	1600 BURNETT DR BROWNWOOD TX 76801-5932	North	16	May 2026		BUSNODEM	NIDR	0	13

Total Number of Points of Delivery = 14

Total Peak kW = 630

Total Monthly Standing Charges = $0.00

ESI ID ACKNOWLEDGEMENT

Buyer represents and warrants that each and every ESI ID and Premise listed in this Exhibit A primarily serves Buyer's commercial non-residential purposes, and that all information listed therein (including the Monthly Contract Usage Quantities on Exhibit A-1) is accurate and correct. Buyer agrees to bear all responsibility, liability, and associated costs with regard to (i) the foregoing representation and warranty, as well as (ii) any missing ESI IDs not listed in Exhibit A, and/or ESI IDs erroneously listed on Exhibit A.

In the event this Exhibit A contains temporary placeholder ESI ID numbers (typically denoted by "TPH" at the beginning of the ESI ID number) for contracted future Buyer ESI IDs, then (i) Buyer shall give Seller at least thirty (30) days prior written notice of the date that each such ESI ID will be energized as a Buyer ESI ID (i.e., when Buyer will begin utilizing the applicable facility located at Buyer's Premise), (ii) Seller will not be obligated to serve any such ESI ID under the Agreement until, at the earliest, after the expiration of at least thirty (30) days after Buyer's written notice has been given to Seller, and (iii), in any event, Buyer's giving, or failure to give, timely notice to Seller shall not affect Buyer's obligation, under the Agreement, to be responsible for all volumes contracted for under the Agreement as reflected on Exhibit A-1.

Exhibit A-1 – Monthly Contract Quantities

Legal Name: Brown County **Quote:** S0937258

Total Contract kWh: 7,132,879

Period*	Contract Quantities (kWh)
05/01/2026	70,133
06/01/2026	154,950
07/01/2026	163,888
08/01/2026	165,759
09/01/2026	145,891
10/01/2026	123,422
11/01/2026	87,174
12/01/2026	87,107
01/01/2027	84,384
02/01/2027	78,957
03/01/2027	93,900
04/01/2027	109,032
05/01/2027	131,429
06/01/2027	154,950
07/01/2027	163,888
08/01/2027	165,759
09/01/2027	145,891
10/01/2027	123,422
11/01/2027	87,174
12/01/2027	87,107
01/01/2028	84,384
02/01/2028	78,957
03/01/2028	93,900
04/01/2028	109,032
05/01/2028	131,429
06/01/2028	154,950
07/01/2028	163,888
08/01/2028	165,759
09/01/2028	145,891
10/01/2028	123,422
11/01/2028	87,174
12/01/2028	87,107
01/01/2029	84,384
02/01/2029	78,957
03/01/2029	93,900
04/01/2029	109,032
05/01/2029	131,429
06/01/2029	154,950
07/01/2029	163,888
08/01/2029	165,759
09/01/2029	145,891
10/01/2029	123,422
11/01/2029	87,174
12/01/2029	87,107
01/01/2030	84,384

02/01/2030	78,957
03/01/2030	93,900
04/01/2030	109,032
05/01/2030	131,429
06/01/2030	154,950
07/01/2030	163,888
08/01/2030	165,759
09/01/2030	145,891
10/01/2030	123,422
11/01/2030	87,174
12/01/2030	87,107
01/01/2031	84,384
02/01/2031	78,957
03/01/2031	93,900
04/01/2031	109,032
05/01/2031	64,710

Total Number of Periods = 61

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