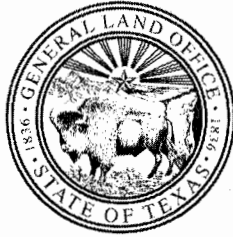


TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

June 30, 2005

Frank Sahart  
City Manager  
City of Taylor  
400 Porter St.  
Taylor, Texas 76574

RE: Contract 05-542E

Dear Mr. Sahart:

For your files, enclosed please find one fully executed Electric Sales Agreement for the above contract number with the Texas General Land Office.

If you have any questions, please do not hesitate to contact me at 512-463-5327 or via electronic mail at [brenda.rivera@glo.state.tx.us](mailto:brenda.rivera@glo.state.tx.us).

Sincerely,

*Deborah A. Cantu*  
*for Brenda Rivera*  
Brenda Rivera  
Contract Administrator

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495

Post Office Box 12873 • Austin, Texas 78711-2873

512-463-5001 • 800-998-4GLO

[www.glo.state.tx.us](http://www.glo.state.tx.us)

**TEXAS GENERAL LAND OFFICE  
ELECTRIC SALES AGREEMENT**

**CUSTOMER:** City of Taylor  
400 Porter St.  
Taylor, Texas 76574

Tel: 512-352-3677  
Fax: 512-352-8255  
E-mail:

**SELLER Texas General Land Office**  
Stephen F. Austin Building  
1700 North Congress Avenue  
Austin, Texas 78701-1495

Tel: 512-463-1871  
Fax: 512-475-1543  
E-mail: [brenda.rivera@glo.state.tx.us](mailto:brenda.rivera@glo.state.tx.us)

The Electric Sales Agreement, the General Terms And Conditions and all attachments thereof constitute the entire "Agreement" between the parties with respect to the subject matter covered therein and supersedes all prior communications, representations or agreements, verbal or written. No party has made any representations or promised to do any act not contained in this Agreement. Except as expressly provided for herein, this Agreement cannot be modified or amended except in writing signed by both parties.

When used with initial capitalization, whether in the singular or the plural, such capitalized terms used in the Agreement will have the meanings set forth in the Electric Sales Agreement, General Terms and Conditions or attachments thereto.

**CUSTOMER LOCATIONS:** Customer Locations served pursuant to this Agreement are set out on Appendix A, attached hereto.

**POWER SALES:** Customer agrees to purchase and Seller agrees to sell all of Customer's electricity requirements for the Customer Locations during the Term stated below.



**TERM:** This Agreement will not be effective until the date it is signed by the Texas Land Commissioner or his designee (the "Effective Date"). The term will commence on the Switch Date, or, if a switch is not required, on the first meter read on or after July 1, 2005 and will expire, unless earlier terminated, on the first meter read date after June 30, 2008 for each Customer Location ("Term"). The Parties agree and acknowledge that the Term may commence prior to the Effective Date and in that event will have the same effect as if it commenced after the Effective Date. This Agreement may be terminated at any time prior to expiration of the Term in the circumstances specified in, and subject to the terms and conditions in the Default and State Funding provisions of the General Terms and Conditions. If Customer is not switched to a new REP effective upon the end of the Term, then Seller may either, (i) continue to schedule Energy, or cause Energy to be scheduled hereunder at new charges and upon such revised terms and conditions as may be specified by Seller in a written notice delivered to Customer prior to the end of the



Term to take effect as specified therein, or, (ii) to the extent allowed by Law, switch Customer to POLR service.

CONTRACT CHARGE: For all power deliveries under this contract during the Term, Customer agrees to pay Seller the Contract Charge described in Appendix B.

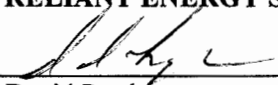
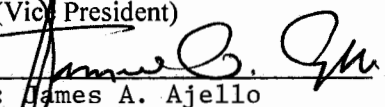
**THE PERSON SIGNING THIS AGREEMENT ON BEHALF OF THE CUSTOMER CERTIFIES THAT HE OR SHE IS AUTHORIZED TO LEGALLY OBLIGATE THE CUSTOMER.**

<b>TEXAS GENERAL LAND OFFICE</b>		<b>CITY OF TAYLOR</b>	
<b>SELLER</b>		<b>CUSTOMER:</b>	
By: <u></u>		By: <u></u>	
Title: Deputy Land Commissioner/ Chief Clerk		Title: <u>City Manager</u>	
Date: <u>6/29/05</u>		Date: <u>5/11/05</u>	

SA AM  
DIV PLS  
GC WFW

**THE PERSON SIGNING THIS AGREEMENT ON BEHALF OF SOLUTIONS CERTIFIES THAT HE OR SHE IS AUTHORIZED TO LEGALLY OBLIGATE SOLUTIONS.** Solutions, an Assumed name of Reliant Energy Retail Services, LLC, is a signatory to this Agreement for purposes of acknowledging its obligations to accept assignment as provided in the General Terms and Conditions.

**SOLUTIONS:  
RELIANT ENERGY RETAIL SERVICES, LLC  
D/B/A RELIANT ENERGY SOLUTIONS**

By:   
Name: David Roylance  
Title: Vice President, Energy Marketing  
(Vice President)  
By:   
Name: James A. Ajello  
Title: VP, Energy Marketing





**GENERAL TERMS AND CONDITIONS FOR  
TEXAS GENERAL LAND OFFICE ELECTRIC SALES AGREEMENT**

**Definitions:**

"Costs" means, with respect to a Party, brokerage fees, commissions and other similar transaction costs and expenses reasonably incurred by such Party either in terminating any arrangement pursuant to which it has hedged its obligations or entering into new arrangements which replace this Agreement and attorneys' fees, if any, incurred in connection with enforcing its rights under this Agreement.

"Default Service" means the bundled electric service provided by POLR to Customer if Customer fails to obtain energy from a REP, including Solutions.

"Electric Sales Agreement" means the Electric Sales Agreement component of this Agreement.

"ERCOT" means the Electric Reliability Council of Texas.

"Force Majeure" means any event or circumstance which, in the exercise of due diligence, is beyond the reasonable control of the Party claiming excuse, and which partially or entirely prevents that Party's performance of its obligations, and includes acts of God; strikes, lockouts or other industrial disturbances or labor disputes; acts of public enemy, terrorism, wars, blockades, insurrections, civil disturbances and riots, and epidemics; landslides, lightning, earthquakes, fires, storms, hurricanes and threats of hurricanes, floods and washouts; arrests, orders, requests, directives, restraints and requirements of the government and governmental agencies, either federal or state, civil and military (but excluding, with respect to obligations of Seller, any such directive, restraint or requirement imposed by Seller); failure of necessary transmission or distribution Customer Locations that prevents the delivery of electricity hereunder; failure of the TDSP to deliver electricity, demonstrable outages of computer control equipment and/or databases and telecommunication equipment necessary for transmission or receipt of electronic control signals but only to the extent such outage prevents the delivery of electricity; reductions or interruptions in service as a result of emergency conditions which are necessary to protect generating or transmission Customer Locations or the reliability of transmission Customer Locations, and other causes of a similar nature not reasonably within the control of the Party claiming suspension.

"kilowatt hour" (kWh) means one thousand watts of electric energy or electricity used in one hour.

"Losses" means, with respect to a Party, an amount equal to the present value of the economic loss (exclusive of Costs), if any, to such Party resulting from the termination of this Agreement determined as provided in clauses (b) and (c) of "Remedies Upon an Event of Default" in the General Terms and Conditions.

"Party" means either Seller or Customer.

"Parties" means Seller and Customer.



"POLR" or "Provider of Last Resort" means any Retail Electric Provider designated under PURA that are required to offer electricity to any requesting customer in its territory

"PUC" means the Public Utility Commission of Texas.

"PUC Tariff" means the tariff for the TDSP filed pursuant to PUC Subst. Rules Sect. 25.431 and approved by the PUC on May 18, 2001 or a successor tariff thereto.

"PURA" means the Texas Public Utility Regulatory Act, as amended.

"REP" or "Retail Electric Provider" means a seller of electricity that is permitted to lawfully sell and schedule delivery, or cause to be scheduled for delivery, of electricity to electric customers located in the State of Texas under PURA after the Choice Date.

"Seller" shall mean the Texas General Land Office, acting through its representative, Reliant Energy Retail Services, LLC, a Delaware limited liability company, d/b/a Reliant Energy Solutions ("Solutions") and is sometimes referred to herein as "we" "us" and "our."

"Switch Date" means the date that all actions have been taken by the TDSP, and/or ERCOT for Seller to sell and schedule delivery, or cause delivery to be scheduled, of Energy to Customer with respect to each Customer Location and for Customer to purchase and receive, or cause to be received, such Energy from Seller for such Customer Locations, including, fully switching Customer to Seller by ERCOT.

"Transmission and Distribution Service Provider" or "TDSP" means the entities and any successors thereto transmitting or distributing Energy on behalf of Seller or Customer to a Customer Location, including, transmission and distribution utilities, municipally owned utilities, and electric cooperatives whose distribution systems are currently interconnected with Customer Locations.

**Scope:** Subject to the provisions of this Agreement and any applicable PUC Tariffs, we agree to sell and you agree to purchase your electricity requirements for the Customer Locations during the term of this Agreement. You hereby authorize Seller to (i) obtain your electricity usage data, payment and credit history from TDSP, (ii) make nominations to enable us to deliver your electricity, (iii) execute required documents on your behalf necessary to commence service under this Agreement and (iv) perform such other tasks as are necessary to provide your electricity pursuant to this Agreement.

**Payment:** Seller agrees to directly bill Customer on a monthly basis for its electric service in accordance with the Agreement, utilizing the TDSP's billing cycle. As soon as practicable after the end of each billing cycle, Seller agrees to render to Customer a statement setting forth the total number of kWh (rounded to the nearest whole kWh) delivered to Customer during the most recently completed billing cycle.

Payment will be due within thirty (30) days of Seller's statement in accordance with payment instructions set forth in such statement.

If Customer should fail to remit the full amount payable when due, interest of one percent (1%) per month of the outstanding balance will be assessed.





If Customer, in good faith, disputes any amount on any statement, Customer will pay to Seller the greater of (a) the undisputed amount, and (b) the amount of the prior month's statement, which latter amount may not exceed the total amount of the current disputed invoice. Seller promptly will provide supporting documentation and such other information as Customer may reasonably request for purposes of verifying the disputed amount. Any disputed and withheld amounts, if determined to have been billed properly, will be paid by Customer to Seller promptly together with interest from the original due date at the rate of one percent per month. Any amounts improperly billed and collected from Customer will be credited to Customer against its next bill, together with interest at the rate of one percent per month.

**Metering:** Metering of electricity consumed by Customer must be performed by the TDSP pursuant to the TDSP's Tariff.

**Contract Performance; Representations:** Except for the payment of money due hereunder, the Parties' performance of their respective obligations in this Agreement will be excused for Force Majeure events that prevent such Party's performance. The Party experiencing difficulty due to a Force Majeure event must promptly notify the other Party, attempt to cure the Force Majeure event with all due diligence and exercise reasonable efforts to mitigate or limit the adverse effects of such Force Majeure event.

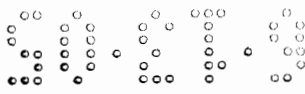
You represent that all information supplied to us is correct and that you are (i) validly existing, (ii) financially able to continue in business, (iii) unaware of any situation which would alter your financial abilities and have not filed, planned to file or have had filed any bankruptcy proceeding and (iv) authorized to enter into this Agreement.

Any portion of this Agreement that may be deemed to be unenforceable or illegal will not affect the enforceability or legality of the remaining terms and conditions.

Seller represents that the electricity being sold to you will have been delivered to the TDSP in accordance with applicable law. **The foregoing is in lieu of all warranties, expressed or implied, in fact or by law with respect to the electricity delivered hereunder, including but not limited to any warranty as to the merchantability of the electricity or the fitness of the electricity for any particular use or purpose.**

THIS DOCUMENT REPRESENTS THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THIS AGREEMENT MUST BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS EXCLUDING ANY CONFLICT OF LAW RULES THAT WOULD REQUIRE REFERENCE TO THE LAWS OF ANOTHER JURISDICTION. VENUE OF ANY SUIT BROUGHT FOR BREACH OF THIS AGREEMENT IS FIXED IN ANY COURT OF COMPETENT JURISDICTION IN TRAVIS COUNTY, TEXAS; PROVIDED, HOWEVER, THE FOREGOING MAY NOT BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY SELLER.

**Liabilities:** Seller acknowledges the importance to Customer of a consistent supply of electricity to its Customer Locations, and Seller will employ all resources reasonably available to it on a commercial basis to provide a consistent supply of electricity, subject to the other terms and conditions of this Agreement. Notwithstanding, Customer acknowledges that Seller exercises no independent control over TDSP's Customer Locations necessary for delivery of electricity, and Customer recognizes that Seller will have no liability or responsibility for service interruptions, fluctuations, termination or deterioration in the generation of electricity or its transmission or deterioration of service caused by any factor beyond Seller's control, including but not limited to failure of the TDSP's transmission and/or distribution system that delivers electricity to Customer.





non-defaulting Party's aggregate Losses and Costs exceed its aggregate gains, the defaulting Party must, within 30 Business Days of receipt of such notice, pay (as liquidated damages for default hereunder and not as a penalty) the net amount (the "Termination Payment") to the non-defaulting Party, which amount will bear interest at the rate of one percent per month from the Termination Date until, but excluding, the date paid. If the non-defaulting Party's aggregate gains exceed its aggregate Losses and Costs, if any, resulting from the termination of this Agreement, the amount of the Termination Payment will be zero. If the defaulting Party disagrees with the calculation of the Termination Payment, the issue must be submitted to mediation in accordance with the procedures set forth in these General Terms and Conditions, and the resulting Termination Payment will be due and payable within 3 Business Days after the resolution of the dispute.

**Assignment to Solutions:** Notwithstanding anything to the contrary in this Agreement, if, subsequent to the date of this Agreement, Seller (1) is prohibited by law from selling electricity to Customer, or (2) is in Default under this Agreement, Seller, Customer and ("Solutions") agree that Solutions will sell electricity directly to Customer at the same Contract Price and upon the terms and conditions contained in Solutions' then standard contract for electricity sales, for the remainder of the Term of this Agreement. In this event, Customer will have incurred no actual damages.

**Representations of GLO:** GLO represents as part of this Agreement that, (1) the services specified above are necessary and essential and are properly within the statutory functions and programs of GLO, (2) the proposed arrangements serve the interest of efficient and economical administration of GLO, and (3) the services, supplies or materials contracted for are not required by TX. CONST. Art. XVI, § 21 to be supplied under contract to the lowest responsible bidder.

GLO further represents that it has authority to enter into this Agreement by virtue of the authority granted in TEX. NAT. RES. CODE §52.133 and TEX. UTIL. CODE § 35.101 *et seq.*, and that it has reviewed and approved this Agreement pursuant to § 31.401, TEX. NAT. RES. CODE and 31 TEX. ADMIN. CODE § 8.1 *et seq.*

**Confidentiality:** This Agreement and its terms are confidential except to the extent disclosure is necessary for its implementation or disclosure is otherwise required by law.

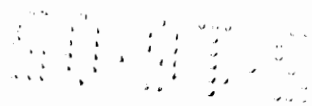
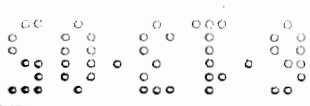
**Notices:** Notices and invoices under this Agreement must be hand delivered or transmitted by the U. S. Mail to the addresses contained in the Electric Sales Agreement.

**Miscellaneous:** At the request of Seller, Customer agrees to cooperate in obtaining from TDSP and supplying to Seller the following information: (a) recent and past electric usage including energy and demand, (b) meter readings and data, (c) types of service including rate schedule/tariff, and (d) responses to questions.

Seller will have the right to use Customer's name in customer lists, and any other such literature but may not disclose any details of this Agreement.

Customer agrees to obtain and maintain any approvals or authorizations Customer may need.

**Dispute Resolution:** If a dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within 14 days of the written notification, Seller may require the issue(s) be submitted to non-binding mediation. In that event, Seller must notify Customer and furnish Customer with the names of three mediators acceptable to Seller. Within 10 days of such notice, Customer must select a mediator from



# ELECTRIC SALES AGREEMENT

## APPENDIX A

### List of Customer Locations by Electric Service Identifier (ESI ID)

	CUSTOMER LOCATION NAME	CUSTOMER LOCATION ADDRESS	CITY	ST	ZIP	TDSP	ESID	COMMENCEMENT DATE
1	City of Taylor	NEW WATER TOWER LT	TAYLOR	TX	76574	ONC	10443720004070027	7/1/2005
2	City of Taylor	1101 E 4TH	TAYLOR	TX	76574	ONC	10443720004085744	7/1/2005
3	City of Taylor	ST LT 4TH/UNDERPASS	TAYLOR	TX	76574	ONC	10443720004105832	7/1/2005
4	City of Taylor	CITY HALL	TAYLOR	TX	76574	ONC	10443720004108498	7/1/2005
5	City of Taylor	ST LT 4TH/PORTER	TAYLOR	TX	76574	ONC	10443720004108529	7/1/2005
6	City of Taylor	MAINT OFFICE	TAYLOR	TX	76574	ONC	10443720004109149	7/1/2005
7	City of Taylor	WATER WKS SHOP	TAYLOR	TX	76574	ONC	10443720004109180	7/1/2005
8	City of Taylor	WATER WKS PLANT TAY	TAYLOR	TX	76574	ONC	10443720004110637	7/1/2005
9	City of Taylor	ST LT 8TH/MAIN	TAYLOR	TX	76574	ONC	10443720004111350	7/1/2005
10	City of Taylor	MOODY MUESUEM	TAYLOR	TX	76574	ONC	10443720004119937	7/1/2005
11	City of Taylor	WATER TOWER LT/W 12TH	TAYLOR	TX	76574	ONC	10443720004123192	7/1/2005
12	City of Taylor	SCOUT HUT	TAYLOR	TX	76574	ONC	10443720004130012	7/1/2005
13	City of Taylor	BOY SCOUT HUT	TAYLOR	TX	76574	ONC	10443720004130043	7/1/2005
14	City of Taylor	1206 SYCAMORE B	TAYLOR	TX	76574	ONC	10443720004130074	7/1/2005
15	City of Taylor	400 OTIS ST	TAYLOR	TX	76574	ONC	10443720004145977	7/1/2005
16	City of Taylor	RESTROOMS TEN CT	TAYLOR	TX	76574	ONC	10443720004153696	7/1/2005
17	City of Taylor	411 W LAKE DR	TAYLOR	TX	76574	ONC	10443720004153727	7/1/2005
18	City of Taylor	511 W LAKE DR	TAYLOR	TX	76574	ONC	10443720004153758	7/1/2005
19	City of Taylor	511 W LAKE DR	TAYLOR	TX	76574	ONC	10443720004153820	7/1/2005
20	City of Taylor	MURPHY FIELD	TAYLOR	TX	76574	ONC	10443720004153851	7/1/2005
21	City of Taylor	PAVILION	TAYLOR	TX	76574	ONC	10443720004153975	7/1/2005
22	City of Taylor	WATER WKS PMP 2	TAYLOR	TX	76574	ONC	10443720004160547	7/1/2005
23	City of Taylor	1424 N MAIN ST	TAYLOR	TX	76574	ONC	10443720004160888	7/1/2005
24	City of Taylor	SPORTSMAN STAND	TAYLOR	TX	76574	ONC	10443720004163368	7/1/2005
25	City of Taylor	LITTLE LEAGUE	TAYLOR	TX	76574	ONC	10443720004163461	7/1/2005
26	City of Taylor	412 N MAIN ST	TAYLOR	TX	76574	ONC	10443720004166468	7/1/2005
27	City of Taylor	ROBINSON FIELD/2	TAYLOR	TX	76574	ONC	10443720004172761	7/1/2005
28	City of Taylor	903 E WALNUT ST	TAYLOR	TX	76574	ONC	10443720004172885	7/1/2005
29	City of Taylor	ROBINSON BALL PARK	TAYLOR	TX	76574	ONC	10443720004173970	7/1/2005
30	City of Taylor	ROBINSON POOL	TAYLOR	TX	76574	ONC	10443720004176760	7/1/2005
31	City of Taylor	701 E 4TH ST	TAYLOR	TX	76574	ONC	10443720004178186	7/1/2005
32	City of Taylor	MULE BARN/4TH	TAYLOR	TX	76574	ONC	10443720004178217	7/1/2005
33	City of Taylor	WATER WKS WELL 4	TAYLOR	TX	76574	ONC	10443720004179271	7/1/2005
34	City of Taylor	SEWERLIFT/NEW MOTEL	TAYLOR	TX	76574	ONC	10443720004187951	7/1/2005

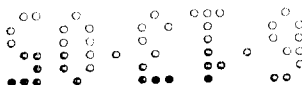
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 GLO NonISD Total Power  
 City of Taylor 5/10/05  
 1-31ANUA

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	CUSTOMER LOCATION NAME	CUSTOMER LOCATION ADDRESS	CITY	ST	ZIP	TDSP	ESID	COMMENCEMENT DATE
35	City of Taylor	TAYLOR AIRPORT	TAYLOR	TX	76574	ONC	10443720004188044	7/1/2005
36	City of Taylor	AIRPORT LITES	TAYLOR	TX	76574	ONC	10443720004188075	7/1/2005
37	City of Taylor	AIRPORT RD	TAYLOR	TX	76574	ONC	10443720004188106	7/1/2005
38	City of Taylor	ST LT 103 E 3RD	TAYLOR	TX	76574	ONC	10443720004219943	7/1/2005
39	City of Taylor	401 PORTER ST	TAYLOR	TX	76574	ONC	10443720004220315	7/1/2005
40	City of Taylor	400 N MAIN ST	TAYLOR	TX	76574	ONC	10443720004220377	7/1/2005
41	City of Taylor	ST LT MAIN/5TH	TAYLOR	TX	76574	ONC	10443720004220501	7/1/2005
42	City of Taylor	109 W 5TH ST	TAYLOR	TX	76574	ONC	10443720004220780	7/1/2005
43	City of Taylor	ST LT 3RD/TALBOT	TAYLOR	TX	76574	ONC	10443720004221369	7/1/2005
44	City of Taylor	ST LT 303 N MAIN	TAYLOR	TX	76574	ONC	10443720004222020	7/1/2005
45	City of Taylor	TRF LT 2ND/TALBOT	TAYLOR	TX	76574	ONC	10443720004222764	7/1/2005
46	City of Taylor	PUMP/OLD COUPLAND RD	TAYLOR	TX	76574	ONC	104437200042228003	7/1/2005
47	City of Taylor	1204 E WALNUT	TAYLOR	TX	76574	ONC	10443720004231227	7/1/2005
48	City of Taylor	STREET LIGHTS	TAYLOR	TX	76574	ONC	10443720004416054	7/1/2005
49	City of Taylor	STREET LIGHTS	TAYLOR	TX	76574	ONC	10443720004416085	7/1/2005
50	City of Taylor	STREET LIGHTS	TAYLOR	TX	76574	ONC	10443720004416116	7/1/2005
51	City of Taylor	STREET LIGHTS	TAYLOR	TX	76574	ONC	10443720004416147	7/1/2005
52	City of Taylor	STREET LIGHTS	TAYLOR	TX	76574	ONC	10443720004416178	7/1/2005
53	City of Taylor	RESTROOMS TEN CT	TAYLOR	TX	76574	ONC	10443720004912517	7/1/2005
54	City of Taylor	DAVIS/N LYNN/CONCESS BALLPK	TAYLOR	TX	76574	ONC	10443720005016212	7/1/2005
55	City of Taylor	DAVIS/N LYNN/CONCESS BALLPK	TAYLOR	TX	76574	ONC	10443720005016243	7/1/2005
56	City of Taylor	412 N MAIN ST	TAYLOR	TX	76574	ONC	10443720005109181	7/1/2005
57	City of Taylor	MAINT OFFICE	TAYLOR	TX	76574	ONC	10443720005133268	7/1/2005
58	City of Taylor	NEW WATER PLANT TRF 9157464	TAYLOR	TX	76574	ONC	10443720005165570	7/1/2005
59	City of Taylor	400 OTIS ST	TAYLOR	TX	76574	ONC	10443720005216379	7/1/2005
60	City of Taylor	STREET LIGHTS	TAYLOR	TX	76574	ONC	10443720006001141	7/1/2005
61	City of Taylor	FLASHER/MALLARD & PAULA	TAYLOR	TX	76574	ONC	10443720006192101	7/1/2005
62	City of Taylor	FLASHER/MALLARD & DONNA	TAYLOR	TX	76574	ONC	10443720006192163	7/1/2005
63	City of Taylor	NEW DISPOSAL PLANT	TAYLOR	TX	76574	ONC	10443720006221954	7/1/2005
64	City of Taylor	DAVIS/N LYNN/CONCESS BALLPK	TAYLOR	TX	76574	ONC	10443720006314241	7/1/2005
65	City of Taylor	HANGERS AT AIRPORT	TAYLOR	TX	76574	ONC	10443720006381387	7/1/2005
66	City of Taylor	BALL FIELD/MALLARD LN	TAYLOR	TX	76574	ONC	10443720006475100	7/1/2005
67	City of Taylor	N MAIN/WELCOME SIGN	TAYLOR	TX	76574	ONC	10443720006475193	7/1/2005
68	City of Taylor	2007 W 2ND ST	TAYLOR	TX	76574	ONC	10443720006478200	7/1/2005
69	City of Taylor	1101 E 4TH	TAYLOR	TX	76574	ONC	10443720006586860	7/1/2005
70	City of Taylor	GL/4TH & VERNON	TAYLOR	TX	76574	ONC	10443720006621234	7/1/2005
71	City of Taylor	GL/N BURKETT	TAYLOR	TX	76574	ONC	10443720006621296	7/1/2005
72	City of Taylor	309 THREADGILL ST	TAYLOR	TX	76574	ONC	10443720006678124	7/1/2005
73	City of Taylor	HERTIAGE SQ	TAYLOR	TX	76574	ONC	10443720006975037	7/1/2005
74	City of Taylor	SPORTSMAN	TAYLOR	TX	76574	ONC	10443720008333581	7/1/2005

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GLO NonISD Total Power  
City of Taylor 5/10/05  
1-31ANUA



	CUSTOMER LOCATION NAME	CUSTOMER LOCATION ADDRESS	CITY	ST	ZIP	TDSP	ESID	COMMENCEMENT DATE
75	City of Taylor	700 WELCH	TAYLOR	TX	76574	ONC	10443720008378686	7/1/2005
76	City of Taylor	205 AIRPORT	TAYLOR	TX	76574	ONC	10443720008479932	7/1/2005
77	City of Taylor	500 S MAIN ST	TAYLOR	TX	76574	ONC	10443720008546334	7/1/2005
78	City of Taylor	207 AIRPORT RD	TAYLOR	TX	76574	ONC	10443720008616239	7/1/2005
79	City of Taylor	1600 SYCAMORE ST	TAYLOR	TX	76574	ONC	10443720008972491	7/1/2005
80	City of Taylor	405 EDMOND ST	TAYLOR	TX	76574	ONC	10443720009072683	7/1/2005
81	City of Taylor	705 CARLOS PARKER BLVD	TAYLOR	TX	76574	ONC	10443720009679663	7/1/2005

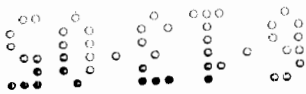
**Benchmark Quantities for each Customer Location**

07/01/2005-07/31/2005	340,421	kWh
08/01/2005-08/31/2005	342,896	kWh
09/01/2005-09/30/2005	315,733	kWh
10/01/2005-10/31/2005	300,050	kWh
11/01/2005-11/30/2005	290,279	kWh
12/01/2005-12/31/2005	296,497	kWh
01/01/2006-01/31/2006	290,244	kWh
02/01/2006-02/28/2006	277,486	kWh
03/01/2006-03/31/2006	292,245	kWh
04/01/2006-04/30/2006	298,267	kWh
05/01/2006-05/31/2006	320,063	kWh
06/01/2006-06/30/2006	336,885	kWh
07/01/2006-07/31/2006	340,421	kWh
08/01/2006-08/31/2006	342,896	kWh
09/01/2006-09/30/2006	315,733	kWh
10/01/2006-10/31/2006	300,050	kWh
11/01/2006-11/30/2006	290,279	kWh
12/01/2006-12/31/2006	296,497	kWh
01/01/2007-01/31/2007	290,244	kWh
02/01/2007-02/28/2007	277,486	kWh
03/01/2007-03/31/2007	292,245	kWh
04/01/2007-04/30/2007	298,267	kWh
05/01/2007-05/31/2007	320,063	kWh
06/01/2007-06/30/2007	336,885	kWh
07/01/2007-07/31/2007	340,421	kWh
08/01/2007-08/31/2007	342,896	kWh



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09/01/2007-09/30/2007	315,733	kWh
10/01/2007-10/31/2007	300,050	kWh
11/01/2007-11/30/2007	290,279	kWh
12/01/2007-12/31/2007	296,497	kWh
01/01/2008-01/31/2008	290,244	kWh
02/01/2008-02/29/2008	287,396	kWh
03/01/2008-03/31/2008	292,245	kWh
04/01/2008-04/30/2008	298,267	kWh
05/01/2008-05/31/2008	320,063	kWh
06/01/2008-06/30/2008	336,885	kWh





## ELECTRIC SALES AGREEMENT

### APPENDIX B Contract Charge

#### Total Power 2.0 – Model 20 Bundled

#### SELLER INVOICE

Seller shall invoice each of Customer Locations on a monthly basis. Invoices shall consist of the following components:

1. Contract Charge; plus
2. Discretionary Service Fees (if any); plus
3. Competition Charges (whether positive or negative); plus
4. Broker Fees; and
5. Other charges expressly authorized in this Agreement.

The "**Contract Charge**" is the amount in \$US, determined by calculating the product of the Actual Consumption at the Customer Location and the Contract Price.

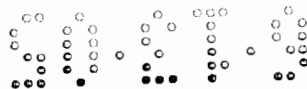
The "**Contract Price**" equals \$0.09250 per kWh consumed at the Customer Location and includes energy charges, capacity, fuel, Transmission and Distribution Charges (including all monthly recurring charges for lighting accounts), Ancillary Charges, and ISO fees; provided, there is no Material Change. Notwithstanding the foregoing, during the Term GLO may make adjustments (increases or decreases) to the Contract Price per kWh to reflect any changes in Transmission and Distribution Charges that have been authorized and implemented after the Effective Date, with such adjustments to be made no more than one time per calendar year with respect to each TDSP serving Customer Locations and to take effect prospectively as of the next meter read date following the date of adjustment.

Customer covenants that it shall promptly notify Seller of any event or circumstance that is likely to cause a significant change to the load at any Customer Location(s) (a "**Notice of Load Change**"), including Customer's plans for new construction, Customer Location replacement or equipment modification, planned closures, applications for new construction permits, or new environmental limits.

In the event of a Material Change or the receipt by Seller of a Notice of Load Change, Seller and Customer will enter into good faith negotiations to amend the Benchmark Quantity and Contract Price of this Agreement to reflect the incremental effect of the Material Change or the incremental effect of the event or circumstance identified in the Notice of Load Change. If the Parties agree, then Customer's Benchmark Quantity and Contract Price shall be adjusted in accordance with that agreement, and all other terms and conditions of this Agreement shall remain in place and continue to apply to the remaining Customer Locations. If the Parties are unable to agree within 90 days after the occurrence or determination of an event of Material Change or the receipt by Seller of a Notice of Load Change, the matter shall be submitted for Dispute Resolution in accordance with the terms and procedures set forth in this Agreement.

#### ADDITIONAL CAPITALIZED TERMS:

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





**"Ancillary 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 in respect of 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 such 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.

**"Material Change"** means for any two consecutive months: Customer's metered consumption for each month is less than 75% of the Benchmark Quantity specified in Appendix A or is greater than 125% of the Benchmark Quantity specified in Appendix A.

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

