

INDEMNITY ESCROW AGREEMENT

THIS INDEMNITY ESCROW AGREEMENT (this “**Agreement**”), dated as of October 1, 2019 (the “**Effective Date**”), is made and entered into between the Texas Municipal Power Agency (“**TMPA**”), a municipal corporation and political subdivision of the State of Texas established pursuant to the provisions of Chapter 163 of the Texas Utilities Code, the City of Bryan, the City of Denton, the City of Garland, and the City of Greenville, Texas each of which cities is a municipal corporation of the State of Texas and a home rule city (herein collectively “**Participating Public Entities**” or “**Cities**” or individually “**Participating Public Entity**” or “**City**”) and UMB Bank, n.a., a national banking association, as escrow agent (the “**Escrow Agent**”).

RECITALS

A. TMPA and the Cities have entered into a Joint Operating Agreement to address operations of the TMPA in matters other than the purchase of Power and Energy and to provide for the mutual rights and responsibilities of the Parties as to the operations of the Agency, including asset management, decommissioning, environmental remediation, indemnities, and the winding up of affairs of the Agency upon dissolution, as necessary and appropriate and consistent with Tex. Util. Code Chapter 163, Subchapter C-1 (“**Joint Operating Agreement**”);

B. The Joint Operating Agreement provides for the TMPA to establish an indemnity escrow to provide for self-insurance and cover its indemnity and defense obligations to the Cities and Participating Public Entities under Section 6.3 of the Joint Operating Agreement;

C. The Joint Operating Agreement provides for the creation of an Indemnity Escrow Agreement to fund TMPA’s indemnity obligations under Section 6.3 of the Joint Operating Agreement.

AGREEMENT

In consideration of the foregoing Recitals, the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Cities, TMPA and the Escrow Agent agree as follows.

ARTICLE 1. DEFINITIONS

1.1 Defined Terms. Capitalized terms not otherwise defined in this Agreement shall have the meanings given to them as follows:

“**Agreement**” shall mean this Indemnity Escrow Agreement and the schedule referred to herein and attached hereto.

“**Dispute Period**” shall have the meaning given such term in **Section 3.1.2**

“Disputed Indemnity Claim” shall have the meaning given such term in **Section 3.1.2**

“Effective Date” shall have the meaning given such term in the Preamble to this Agreement.

“Escrow Account” shall have the meaning given such term in **Section 2.2**.

“Escrow Agent” shall have the meaning given such term in the Preamble to this Agreement.

“Final Order” shall have the meaning given such term in **Section 3.1.4**.

“Indemnity Claim” shall mean a claim by TMPA for reimbursement of insurance premiums as permitted by Sections 6.4, 6.5 and 6.6 of the Joint Operating Agreement, defense costs arising from TMPA’s obligations under 6.3.1 of the Joint Operating Agreement, or indemnification costs arising from its obligations under 6.3.1 of the Joint Operating Agreement, or, any claims, liabilities, costs, losses, damages, expenses (including reasonable attorney and expert fees) asserted by any private persons or government authorities, and/or penalties or fines imposed by government authorities, both state and federal, in any legal or regulatory action or proceeding brought by any such private persons or government authority against any one or all of the past, present and future Participating Public Entities or Participating Public Entity Indemnitees for any and all environmental damage or environmental claim of any kind arising in any way from the operations of the Agency alleged to have caused damage to the Agency property, surrounding property owned by unaffiliated third parties, ground water, soil, air, or any other environmental injury of any kind, along with injury to or the death of any person.

“Joint Notice” shall mean a writing directed to the Escrow Agent signed by all of the Participating Public Entities or their duly authorized representatives.

“Joint Operating Agreement” shall have the meaning given such term in the Recitals to this Agreement.

“Laws” means any and all laws (including all statutory enactments and common law), ordinances, constitutions, regulations, treaties, rules, codes, standards, requirements, policies, guidelines, protocols, judgments, awards, decisions, directives, consent decrees, injunctions (whether temporary, preliminary or permanent), rulings, writs or orders adopted, enacted, implemented, promulgated, issued, entered or deemed applicable by or under the authority of any Governmental Authority and any interpretations thereof by any Governmental Authority.

“Participating Public Entity” shall mean each City.

“Participating Public Entity’s Indemnitee” shall mean each past, present and future Participating Public Entity, collectively and individually, and its respective past, present and future council members, appointees to the TMPA Board of Directors, utility directors, utility companies or entities, employees, agents, contractors, subcontractors, invitees, representatives and permitted assigns, as defined in Section 6.3 of the Joint Operating Agreement.

“Party” means any of TMPA, the Participating Public Entities, or the Escrow Agent and **“Parties”** means the Participating Public Entities, TMPA and the Escrow Agent, collectively.

“**Person**” means any individual, corporation, partnership, limited liability company, association, joint stock company, trust, unincorporated organization, joint venture, Home Rule Municipal Corporation, Governmental Authority or other entity with legal constitution under applicable Law.

“**PUCT**” shall mean the Public Utility Commission of Texas or any successor thereto.

“**Submission Notice**” shall have the meaning given such term in **Section 3.1.1**.

“**TMPA**” shall have the meaning given such term in the Preamble to this Agreement.

- 1.2 Construction.** All article, section, subsection, paragraph, clause, schedule and exhibit references herein are to this Agreement unless otherwise specified. All schedules attached to this Agreement constitute a part of this Agreement and are incorporated herein. Unless the context of this Agreement clearly requires otherwise, (i) the singular shall include the plural and the plural shall include the singular wherever and as often as may be appropriate; (ii) the words “includes” or “including” shall mean “including without limitation;” and (iii) the words “hereof,” “herein,” “hereunder,” and similar terms in this Agreement shall refer to this Agreement as a whole and not any particular section or article in which such words appear.

ARTICLE 2. ESCROW ACCOUNT

- 2.1 Appointment of Escrow Agent.** The Parties hereby jointly appoint the Escrow Agent to act as escrow agent in accordance with the express terms and conditions set forth herein, and the Escrow Agent hereby accepts such appointment.
- 2.2 Establishment of Escrow Account.** The Escrow Agent hereby agrees to establish and maintain an account (the “**Escrow Account**”) to hold all monies deposited with the Escrow Agent pursuant to this Agreement and all interest, dividends and other distributions and payments earned thereon or received by the Escrow Agent with respect thereto from time to time.
- 2.3 Deposits into Escrow Account.**
- 2.3.1 TMPA shall pay to the Escrow Agent for deposit into the Escrow Account the amounts identified in Section 6.5 of the Joint Operating Agreement.
- 2.3.2 TMPA shall pay any amounts required by Section 6.5 of the Joint Operating Agreement to the Escrow Agent via wire transfer of immediately available funds to the Escrow Account no less than five (5) days after those funds are: (i) received from the sale of Mining Assets, or (ii) as those funds are received from the sale or operation of Transmission or Generation Assets and required to be placed in the Indemnity Escrow, as described in Sections 3.2.3(4), 4.2, 4.6(3) and 5.4(4) of the Joint Operating Agreement. Upon receipt of any funds from TMPA for deposit into the Escrow Account, the obligations of the Parties hereunder shall commence.

- 2.4 Investment of Amounts Held in Escrow Account.** All amounts held in the Escrow Account from time to time shall be invested as directed in writing from time to time by TMPA or, if TMPA has not made any direction, in the Fidelity Investments Money Market Fund Government Portfolio Class 1. TMPA agrees to direct all investments consistent with TMPA's Investment Policy adopted under the Public Funds Investment Act. The parties hereto acknowledge that the Escrow Agent does not have a duty nor will it undertake any duty to provide investment advice and may rely conclusively upon the written investment direction of TMPA. The Escrow Agent shall liquidate any investments in the Escrow Account as necessary to provide funds in order to make any payments required by this Agreement. Annually, and quarterly, the Escrow Agent shall report to TMPA and the Participating Public Entities, the balances in the Account, the investments held by the Account, any claims against the account for the period, and all interest, dividends, income and/or losses associated with the Escrow Account. Income, if any, resulting from the investment of the funds in the Escrow Account shall be retained in the Escrow Account by the Escrow Agent and shall be considered, for all purposes of this Agreement, to be part of the funds in the Escrow Account

ARTICLE 3. DISBURSEMENTS

3.1 Disbursement for Indemnity Funds.

- 3.1.1 Notice Required for Indemnity Claim. TMPA, a Participating Public Entity or Participating Public Entity Indemnatee who is obligated to pay an Indemnity Claim shall give notice to all Participating Public Entities and the Escrow Agent of an Indemnity Claim (a "**Submission Notice**"). TMPA may give notice to the Escrow Agent for the cost of insurance premiums as permitted by Sections 6.4, 6.5 and 6.6 of the Joint Operating Agreement ("**Insurance Premium Submission Notice**").
- 3.1.2 Objection. Any Participating Public Entity may dispute an Indemnity Claim or Insurance Premium Submission Notice by giving notice of such dispute to the Escrow Agent, the Participating Public Entities and TMPA within thirty (30) days (the "**Dispute Period**") after receipt of a Submission Notice or Insurance Premium Submission Notice with respect to such Indemnity Claim specifying the amount of such Indemnity Claim or Insurance Premium Submission Notice being disputed by the Party (the "**Disputed Indemnity Claim**").
- 3.1.3 Payment. Following the Dispute Period, and no later than fifteen (15) days after the end of the Dispute Period, the Escrow Agent shall pay to the Party filing a Submission Notice the amount of the Indemnity Claim less the Disputed Indemnity Claim to the extent that amounts are then available in the Escrow Account; and
- 3.1.4 Effect of Objection and Resolution. The Escrow Agent shall not distribute the Disputed Indemnity Claim until the Escrow Agent receives (a) a final non-appealable award of an Arbitrator or final non-appealable order of a court of competent jurisdiction (a "**Final Order**") together with a certificate of the presenting Party certifying that such award or order constitute a Final Order (upon which the Escrow Agent may conclusively rely), or (b)

a Joint Notice, in each case specifying the portion, if any, of the Disputed Indemnity Claim to which the Party filing the Indemnity Claim is entitled, whereupon the Escrow Agent shall distribute to the Party filing the Indemnity Claim the amount of the Disputed Indemnity Claim to which it is entitled pursuant to the Final Order or Joint Notice to the extent that amounts are then available in the Escrow Account and the remaining Disputed Indemnity Claim which is the subject of such Final Order or Joint Notice shall cease to be a Disputed Indemnity Claim with the same effect as if such Disputed Indemnity Claim had never been submitted.

- 3.2 Disbursement in Accordance with Joint Notice.** As permitted by Section 6.5 of the Joint Operating Agreement, the Escrow Agent shall distribute all or a portion of the amount then held in the Escrow Account in accordance with a Joint Notice received by the Escrow Agent.
- 3.3 Payment of Disbursements.** The Escrow Agent shall make all payments to the Party entitled to disbursements under this Agreement via wire transfer of immediately available funds to an account or accounts designated in writing by the Party, no less than five (5) days prior to the due date of such payment; **provided**, if the Party entitled to disbursements under this Agreement has not timely provided such account designation the Escrow Agent shall make such payment as soon as practicable after receiving such account designation (but not earlier than the original due date of such payment).
- 3.4 Disbursements only from Escrow Account.** Notwithstanding anything in this Agreement to the contrary, the Escrow Agent shall be only required to make, from time-to-time, disbursements of the Escrow Account according to the terms set forth herein to the extent of the Escrow Account.
- 3.5 Disputes.** In the event any dispute that may arise under this Agreement with respect to disbursement of all or a portion of the amounts in the Escrow Account, the duties of the Escrow Agent hereunder, any other questions arising under this Agreement or in the event adverse claims and demands are made in connection with the funds in the Escrow Account, the Escrow Agent shall be entitled to refuse to comply with any demand or claim and to refuse to disburse the disputed funds or take any other action as long as such disagreement or question shall continue, and in so refusing to make any delivery of funds in the Escrow Account, the Escrow Agent shall not be or become liable to the undersigned or to any person named in such instructions, and the Escrow Agent shall be entitled to refuse and refrain to act until: (a) the rights of the adverse claimants shall have been fully and finally adjudicated by a Final Order, or (b) all differences shall have been adjusted by agreement and the Escrow Agent shall have been notified thereof in writing by a Joint Notice. The Escrow Agent shall be under no duty to institute or defend any proceeding relating to any such dispute and none of the costs and expenses of any such proceeding shall be borne by the Escrow Agent, but to the extent the Escrow Agent incurs fees or expenses in connection therewith, such fees and expenses may be paid from readily available funds in the Escrow Account.

ARTICLE 4. THE ESCROW AGENT

- 4.1 Duties of the Escrow Agent.** The Escrow Agent shall not have any duties or responsibilities under this Agreement other than those specifically set forth herein and shall act only in accordance with

the provisions hereof. The permissive right or power to take any action shall not be construed as a duty to take action under any circumstances. Without limiting the generality of the foregoing, the Escrow Agent shall not have any duty or responsibility: (i) to enforce or cause to be enforced any of the terms and conditions of any other agreements of TMPA or the Participating Public Entities other than this Agreement; (ii) to verify the accuracy or sufficiency of any notice or other document received by it in connection with this Agreement; or (iii) to risk its own funds in the administration of the Escrow Account. The Escrow Agent may rely upon, and shall be protected in acting or refraining from acting upon, any written notice, instruction or request furnished to it hereunder and reasonably believed by it to be genuine and to have been signed or presented by the proper Party or Parties. The Escrow Agent shall not be required to take notice of any default or other fact or event unless specifically notified thereof in the manner provided in this Agreement.

4.2 Liabilities of the Escrow Agent. The Escrow Agent shall not be liable to TMPA, the Cities or any other person or entity for any loss, liability or expense resulting from or arising out of any act or failure to act of the Escrow Agent in connection with this Agreement, other than a loss, liability or expense due to the negligence, gross negligence, or willful misconduct on the part of the Escrow Agent. Without limiting the foregoing, the Escrow Agent shall not be liable for any error of judgment by it in good faith and reasonably believed by it to be authorized or within the rights or powers conferred upon it by this Agreement. The Escrow Agent may consult with counsel of its own choice whenever the Escrow Agent deems appropriate, and shall have full and complete authorization and protection for any action reasonably taken or suffered by it hereunder in good faith in accordance with the advice or opinion of such counsel. In the event that the Escrow Agent shall become involved in any arbitration or litigation relating to the amounts in the Escrow Account, the Escrow Agent is authorized to comply with any decision reached through such arbitration or litigation.

4.3 Indemnification of the Escrow Agent. Each Participating Public Entity and TMPA hereby agree to indemnify the Escrow Agent and hold it harmless from and against any and all claims, liabilities, damages, costs, penalties, losses, actions, suits or proceedings at law or in equity, or any other expenses, fees or charges of any character or nature, which the Escrow Agent may incur or with which it may be threatened, directly or indirectly, arising from or in any way connected with this Agreement or which may result from the Escrow Agent's following of instructions from the Participating Public Entities or TMPA in accordance with this Agreement, and in connection therewith, to indemnify the Escrow Agent against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim, whether or not litigation is instituted, but nothing herein shall be construed to obligate TMPA or the Participating Public Entities to so indemnify the Escrow Agent to the extent that it is determined that the Escrow Agent has acted in a grossly negligent manner or with willful misconduct. The provisions of this **Section 4.3** shall survive the termination of this Agreement.

4.4 Resignation of the Escrow Agent. The Escrow Agent may resign at any time by giving not less than thirty (30) days written notice of such resignation to TMPA and the Participating Public Entities. Thereafter, the Escrow Agent shall have no further obligation hereunder except to hold the Escrow Account as depositary and to continue to pay the interest or other amounts thereon as

provided herein. In such event the Escrow Agent shall not take any action until TMPA and the Participating Public Entities have jointly appointed a successor escrow agent. Upon receipt of written instructions to such effect, the resigning Escrow Agent shall promptly deliver all amounts in the Escrow Account to such successor escrow agent and shall thereafter have no further obligations hereunder. Further, if no such successor Escrow Agent has been designated by such date, the resigning or removed Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor agent; further the resigning or removed Escrow Agent may pay into court all monies and property deposited with Escrow Agent under this Agreement.

4.5 Appointment of Successor Escrow Agent. TMPA and the Participating Public Entities together may terminate the appointment of the Escrow Agent hereunder by giving a joint written notice specifying the date upon which such termination shall take effect. In the event of such termination, TMPA and the Participating Public Entities shall within thirty (30) days of such notice jointly appoint a successor escrow agent, and the Escrow Agent shall deliver all amounts in the Escrow Account to such successor escrow agent.

4.6 Fees and Expenses of the Escrow Agent. The fees for the ordinary services of the Escrow Agent as set forth on Exhibit A to this Agreement for the services to be rendered by the Escrow Agent hereunder shall be satisfied from amounts held in the Escrow Account without further authorization from the Participating Public Entities or TMPA. Additionally, should the Escrow Agent be required to perform services not contemplated by the express provisions of this Agreement, Escrow Agent is entitled to fees for extraordinary services and reimbursement of any out of pocket and extraordinary costs and expenses, including, but not limited to, reasonable attorneys' fees. The Escrow Agent is hereby authorized to withdraw from the Escrow Account amounts payable to it for such fees and expenses. At any time, to the extent the amounts in the Escrow Account are insufficient to pay the fees and expenses of the Escrow Agent, the Escrow Agent's compensation, costs and expenses shall be paid by TMPA.

4.7 Additional Agreements Relating to the Escrow Agent.

4.7.1 The Escrow Agent shall not be required to give any bond or surety or report to any court despite any statute, custom or rule to the contrary.

4.7.2 The Escrow Agent may execute any of the duties under this Agreement by or through agents or receivers.

4.7.3 The Escrow Agent shall not be required to institute legal proceedings of any kind.

4.7.4 Pursuant to Chapter 2270, Texas Government Code (which, effective on September 1, 2019, is re-numbered as Chapter 2271, Texas Government Code), the Escrow Agent verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not Boycott Israel, and will not Boycott Israel during the term of this Agreement. For purposes of this Subsection, "Boycott Israel" shall have the meaning given such term in Section 808.001, Texas Government Code. Escrow Agent understands "affiliate" for this Subsection to mean an entity that controls, is controlled by, or is under common control

with Escrow Agent and exists to make a profit. The Escrow Agent makes no other representation beyond its due authorization and execution of this Agreement.

- 4.7.5 The Escrow Agent is under no obligation to disburse amounts held in the Escrow Account upon the instructions of any Governmental Authority (other than a court of competent jurisdiction).
- 4.7.6 The Escrow Agent's obligations with respect to the Escrow Account and amounts held therein are governed solely by this Agreement.

ARTICLE 5. MISCELLANEOUS

- 5.1 Termination; Waiver and Amendment.** This Agreement shall terminate (i) upon the written agreement of TMPA and the Participating Public Entities, or (ii) automatically upon the distribution of all amounts in the Escrow Account; **provided, Sections 4.2 and 4.3** shall survive the termination of this Agreement. Any provision of this Agreement may be waived only in writing at any time by the Party that is entitled to the benefits thereof. This Agreement may not be amended or supplemented at any time, except by an instrument in writing signed on behalf of each Party hereto. The waiver by any Party hereto of any breach of a provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
- 5.2 Assignment.** This Agreement shall not be assignable, whether by operation of law or otherwise, by any Party without the prior written consent of the Participating Public Entities and TMPA, and any purported assignment in violation of this provision shall be void *ab initio*.
- 5.3 Notices.** All notices, requests, demands, claims and other communications that are required to be or may be given under this Agreement must be in writing and shall be deemed to have been duly given when received if (i) delivered in person or by courier; (ii) sent by telecopy or facsimile transmission; (iii) sent by recognized overnight delivery service, or (iv) mailed, by registered or certified mail, postage prepaid return receipt requested, to the intended recipient at following addresses:

if to the Participating Public Entities:

City of Bryan
300 S. Texas Avenue
Bryan, Texas 77803-3937
979-209-5100
Attention: City Manager

City of Greenville
2821 Washington St.
Greenville, Texas 75401
903-457-3116
Attention: City Manager

with a copy to:
GEUS
6000 Joe Ramsey Blvd,
Greenville, Texas 75402
Attention: General Manager

City of Denton
215 E. McKinney St.
Denton, Texas 76201-4229
940-349-8307
Attention: City Manager

City of Garland
200 N 5th
Garland, Texas 75040-6314
972-205-2000
Attention: City Manager

if to TMPA:

Texas Municipal Power Agency
12824 FM 244
Anderson, Texas 77830
979-209-5100
Attention: General Manager

if to the Escrow Agent:

UMB Bank, n.a.
5910 North Central Expressway, Suite 1900
Dallas, Texas 75206
Attn: Corporate Trust
Fax: (214) 389-5949

or to such other address as any Party shall have furnished to the other by notice given in accordance with this **Section 5.3**. Such notices shall be effective upon actual receipt at the addresses above. Notices required to be given by the Participating Public Entities shall be effective upon receipt of either (i) a single notice signed by the director of the utility of each Participating Public Entity or (ii) separate notices signed by the director of the utility of each Participating Public Entity.

- 5.4 Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding any conflict of law rules that may direct the application of the laws of another jurisdiction. The exclusive venue for the adjudication of any dispute or proceeding arising out of this Agreement or the performance hereof shall be the courts located in McLennan County, Texas, and the Parties hereto consent to and hereby submit to the jurisdiction of any court located in McLennan County, Texas.
- 5.5 Severability.** If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall continue in full force and effect and shall in no way be affected, impaired or invalidated unless such an interpretation would materially alter the rights and privileges of any party or materially alter the terms of the transactions contemplated hereby.
- 5.6 Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement. The parties hereto agree the transactions described herein may be conducted and related documents may be sent, received and stored by electronic means.
- 5.7 No Third Party Beneficiaries.** Neither this Agreement nor any document delivered in connection with this Agreement confers upon any Person not a Party any rights or remedies hereunder.
- 5.8 Entire Agreement.** This Agreement constitutes the entire agreement and supersedes all other prior agreements and understandings, both oral and written, among the Parties with respect to the subject matter hereof. No representation, promise, inducement or statement of intention has been made by any Party which is not embodied in or superseded by this Agreement, and no Party shall be bound by or liable for any alleged representation, promise, inducement or statement of intention not so set forth.
- 5.9 Joint Effort.** The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.
- 5.10 Taxes and Regulatory Compliance.** TMPA shall be treated as the owner of the funds in the Escrow Account for federal and state income tax purposes and will report all income, if any, that is earned on, or derived from, the funds in the Escrow Account as its income, in such proportions, in the taxable year or years in which such income is properly includible and pay any taxes attributable there. Upon request, TMPA and Participating Public Entities agree to provide the Escrow Agent completed Forms W-9 (or Forms W-8, in the case of non-U.S. persons) and other forms and documents that the Escrow Agent may reasonably request (collectively, "Tax Reporting Documentation") at the time of execution of this Agreement and any information reasonably requested by the Escrow Agent to comply with the USA Patriot Act of 2001, as amended from time to time and the Bank Secrecy Act, as amended from time to time. The Parties hereto understand that if such Tax Reporting Documentation is not so certified to the Escrow Agent, the Escrow Agent

may be required by the Internal Revenue Code, as it may be amended from time to time, to withhold a portion of any interest or other income earned on the investment of monies or other property held by the Escrow Agent pursuant to this Escrow Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on its behalf by its officer thereunto duly authorized, all as of the Effective Date.

TEXAS MUNICIPAL POWER AGENCY

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Approved as to form: _____

Counsel for Texas Municipal Power Agency

CITY OF BRYAN, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Approved as to form: _____

Counsel for the City of Bryan, Texas

CITY OF DENTON, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Approved as to form: _____

Counsel for the City of Denton, Texas

CITY OF GARLAND, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

CITY OF GREENVILLE, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

GEUS, acting on behalf of the City of Greenville
pursuant to its Charter

By: _____

Name: _____

Title: Chair of the Board of Trustees of the Electric
Utility Board

Date: _____

Attest: _____

UMB Bank, n. a., as Escrow Agent

By: _____

Name: _____

Title: _____

EXHIBIT A

Fee Schedule

Acceptance Fee: **\$500.00**

Annual Escrow Account Setup/Administration Fee: **\$500.00**

For ordinary administrative services by Escrow Agent – includes daily routine account management; cash transaction processing (including wire and check processing); disbursement of funds in accordance with the agreement; and online access to trust account statements. This fee is payable in advance, with the first installment due at the time of Escrow Agreement funding/execution.

Charges for performing extraordinary or other services not contemplated at the time of the execution of the transaction or not specifically covered elsewhere in this schedule will be determined by appraisal in the amounts commensurate with the service provided. Services not included in this Fee Schedule, but deemed necessary or desirable by you, may be subject to additional charges based on a mutually agreed upon fee schedule. Our proposal is subject in all aspects to review and acceptance of the final financing documents which sets forth our duties and responsibilities.