

JOINT OPERATING AGREEMENT
BETWEEN
TEXAS MUNICIPAL POWER AGENCY
AND
CITY OF BRYAN, TEXAS
CITY OF DENTON, TEXAS
CITY OF GARLAND, TEXAS
CITY OF GREENVILLE, TEXAS

Effective: September 1, 2016

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AS OF SEPTEMBER 30, 2015

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AND

CITY OF BRYAN, TEXAS

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CITY OF GREENVILLE, TEXAS

This Joint Operating Agreement (“Agreement”) is made and entered into between the Texas Municipal Power Agency (“the Agency” or “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, and 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 “Cities” or individually “City”).

WITNESSETH:

WHEREAS, in 1975, in recognition that each City desired an economical, reliable source of Power and Energy to meet the growing demands of its customers, the Cities enacted concurrent ordinances, as defined by Tex. Util. Code 163.051 and its predecessors, creating the Agency for the purpose of generation, transmission and sale or exchange of electric energy to the Cities, and

WHEREAS, subsequent to the creation of the Agency, the Agency designed, constructed and operates the Gibbons Creek Steam Electric Station in Grimes County, acquired property and other assets in connection with its operations, and each City has purchased Power and Energy from the Agency, financed various assets of the Agency through the purchase of Power and Energy and the issuance of bonds payable from revenues of the City’s electric operations, and holds interests in Agency assets in the event of its dissolution; and,

WHEREAS, pursuant to S.B. 776, enacted by the 84th Texas Legislature, the Cities, being all of the existing Participating Public Entities in the Agency, have elected governance for the Agency under Tex. Util. Code Section 163, Subchapter C-1, by adoption of concurrent ordinances; and

WHEREAS, the Agency and each Participating Public Entity have determined that further contractual agreements between and among the Agency and each Participating Public Entity to address operations of the Agency 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, are necessary and appropriate and consistent with S.B. 776,

Now, THEREFORE, in consideration of the mutual covenants herein contained, the Agency and each Participating Public Entity, intending to be legally bound, agree as follows:

ARTICLE 1. TERM, DEFINITIONS, RELATION TO AND ORDER OF PRECEDENCE WITH REGARD TO OTHER CONTRACTUAL COMMITMENTS.

SECTION 1.1. TERM OF AGREEMENT. This Agreement shall become effective on September 1, 2016, after the adoption by each Participating Public Entity of an ordinance authorizing the execution of this Agreement, the adoption of this Agreement by the affirmative vote of a majority of the TMPA Board, and the execution of this Agreement by all Parties. Unless earlier terminated in accordance with the terms contained herein for termination, this Contract shall remain in effect until such time as the Agency shall have been dissolved.

SECTION 1.2. DEFINITIONS. As used herein:

(a) “Act” shall mean Chapter 166, Acts of the 63rd Legislature, Regular Session, 1973, as amended by Chapter 143, Acts of the 64th Legislature, Regular Session, 1975, as amended by Chapter 85, Acts of the 65th Legislature, Regular Session, 1977, and as further amended by Chapter 1162, Acts of the 84th Legislature, Regular Session, 2015, now codified in Chapter 163 of the Texas Utility Code, and all laws amendatory thereof or supplemental thereto.

(b) “Agency” shall mean the Texas Municipal Power Agency as created and established (pursuant to the Act) and concurrent ordinances adopted by the governing bodies of the Cities, or its successor.

(c) “Annual System Costs” are as defined in the Power Sales Contract. Effective September 1, 2018, this term excludes all costs (including capital costs, depreciation, debt service, operations and maintenance, and administrative costs, and all taxes, assessments or other governmental charges) associated with the Transmission System, as herein defined.

(d) “Annual Budgets” shall mean, with respect to a fiscal year, the budgets of the Agency prepared in accordance with Section 2.6 of this Agreement.

(e) “Approval” when referring to an approval required by this Agreement of a City or Participating Public Entity shall mean approval in such manner as is determined appropriate by each such City or Participating Public Entity, in its individual discretion, unless approval by a concurrent ordinance is expressly required, in which instance “approval” shall require adoption of a concurrent ordinance by each City or Participating Public Entity whose approval is required.

(f) “Bonds” shall mean all bonds issued by the Agency pursuant to a Bond Resolution, as defined herein.

(g) “Bond Resolution” shall mean the following resolutions of the Agency adopted prior to the Effective Date of this Agreement authorizing an issue of Bonds or subordinated indebtedness: (i) the “Texas Municipal Power Agency Refunding Revenue Bonds, Series 1993,” (ii) the “Texas Municipal Power Agency Subordinate Lien Revenue Refunding Bonds, Series 2008,” (iii) “Texas Municipal Power Agency Junior Subordinate Lien Revenue Refunding Bonds, Series 2013,” (iv) the “Texas Municipal Power Agency Commercial Paper Notes, Series 2005,” (v) the “Texas Municipal Power Agency Subordinate Lien Revenue/Transmission Revenue Converting Security Refunding Bonds, Series 2010,” and (vi) any commercial paper notes issued prior to the date of this Agreement to refund all or a portion of the commercial paper notes referenced in clause (iv), and any resolution adopted after the Effective Date of this Agreement pursuant to which Transmission Debt as defined herein may be issued.

(h) “City” shall mean each of the following: the City of Bryan, Texas, the City of Denton, Texas, the City of Garland, Texas, or the City of Greenville, Texas, being the public entities that originally created the Agency; and “Cities” shall mean all four Cities, collectively. Each City is also a “Participating Public Entity” as defined herein unless and until such City is removed from the Agency under Section 163.076 of the Act.

(i) “Debt” shall mean any form of debt of the Agency whether bonds, notes, commercial paper or obligations of any kind for borrowed money, and includes “New Debt” as defined herein.

(j) “Effective Date” of this Agreement shall mean September 1, 2016.

(k) “New Debt” shall mean any form of debt of the Agency whether bonds, notes, commercial paper or obligations of any kind for borrowed money, incurred by the Agency from and after September 1, 2016.

(l) “Power Sales Contract” shall mean those identical contracts titled “Power Sales Contract Between Texas Municipal Power Agency and City of Bryan, Texas, City of Denton Texas, City of Garland, Texas and City of Greenville, Texas” dated September 1, 1976, as amended.

(m) “Participating Public Entity” shall mean each City, unless and until such City is removed from the Agency under Section 163.076 of the Act, and any public entity added to the Agency as provided in the Act.

(n) “Party” shall mean the Agency or a City and “Parties” shall refer to the Agency and the Cities collectively.

(o) “Series 2010 Bond Resolution” shall mean Resolution No. 2010-6-2 adopted by the TMPA Board on June 24, 2010.

(p) “Super Majority Vote” shall have the following meaning: (i) When the Agency or a business category shall have eight board members, for a Super Majority Vote, six members of the TMPA Board shall constitute a quorum, and a Super Majority Vote shall require the affirmative vote of at least six (6) members of the TMPA Board with at least one (1) member of the TMPA Board appointed by each Participating Public Entity voting in favor of such action.

(ii) When the Agency or a business category shall have fewer than eight board members, for a Super Majority Vote, one-half of the TMPA Board plus one additional board member shall constitute a quorum, and a Super Majority Vote shall require the affirmative vote of at least one-half of all members of the TMPA Board plus one additional TMPA Board member with at least one (1) member of the TMPA Board appointed by each Participating Public Entity voting in favor of such action.

(q) “System” shall mean all properties owned by the Agency, but, after September 1, 2018, shall exclude the Transmission System.

(r) “System Debt” shall have the same meaning as in the Power Sales Contract and includes bonds, commercial paper notes and other obligations for borrowed money (but not capitalized leases or other agreements that are payable thereunder as an Operating and Maintenance Expense), which are secured by payments made by the Cities hereunder and in existence as of the date of execution of this Agreement. However, as used herein, from and after September 1, 2018, “System Debt” does not include Transmission Debt.

(s) “TMPA Board” shall mean the Board of Directors of the Agency, or, for any business category, the Board of Directors for the business category. The TMPA Board for any business category shall consist of the board members appointed by the Participating Public Entities participating in that business category.

(t) “Transmission Debt” shall have the same meaning as the term “Transmission Debt” as stated in the Series 2010 Bond Resolution.

(u) “Transmission Facilities” shall mean all electric transmission facilities wherever located and acquired and/or constructed and owned by the Agency, including, without limitation, such facilities owned in fee simple in their entirety or in an indivisible ownership interest or other ownership interest.

(v) “Transmission Revenues” shall have the same meaning as “Transmission Gross Revenues” as defined in the Series 2010 Bond Resolution.

(x) “Transmission System” shall mean the Agency's ownership and contractual rights and all other interests in all Transmission Facilities owned or operated by or on behalf of the Agency from time to time, and the operation thereof.

SECTION 1.3. SCOPE OF THIS AGREEMENT. This Agreement is intended to provide terms of agreement for (1) Agency operations outside the scope of the Power Sales Contract, (2) matters relating to decommissioning of the power plant at such time as it may be removed from service, (3) disposition of Agency assets, and (4) matters relating to dissolution of the Agency, at such time as it may be dissolved. This Agreement is not intended to require a Participating Public Entity to hold an election in order to exercise any right or to carry out any obligation under this Agreement.

SECTION 1.4. RELATION TO AND ORDER OF PRECEDENCE WITH REGARD TO OTHER CONTRACTUAL COMMITMENTS. This Agreement shall not amend, modify, supersede or replace the Power Sales Contract, or the Global Compromise and Settlement

Agreement dated December 17, 2009, entered into by the Agency and each City, or any existing written agreement of the Agency and one or more of the Cities. To the extent possible, this Agreement should be interpreted as consistent with such prior written agreements and *in pari materia* therewith. Additionally, this Agreement shall not amend, modify, supersede or replace any right or obligation as between the Agency and its Bondholders under any Bond Resolution adopted prior to the effective date of this Agreement.

ARTICLE II. OPERATIONS OF THE AGENCY.

SECTION 2.1. ORGANIZATION OF AGENCY FUNCTIONS. The operations of Agency shall be organized into three business categories: (1) Generation – consisting of the operation and management of the Gibbons Creek Steam Electric plant and sales of the power produced by the plant to the Participating Public Entities, (2) Mining – consisting of the operation and management of real property associated with the Agency’s lignite mining property, and (3) Transmission – consisting of the operation and management of Transmission Facilities.

SECTION 2.2. IDENTIFICATION OF TMPA ASSETS BY BUSINESS FUNCTION.

2.2.1. IDENTIFICATION OF ASSETS. As of the Effective Date of this Agreement, each and every asset of the Agency comprising the Agency’s three business categories, Generation, Mining and Transmission, and the Agency’s administrative assets shall be identified on one of the attached schedules, as follows:

Schedule A: Generation Business assets.

Schedule B: Mining Business assets.

Schedule C: Transmission Business assets.

Schedule D: Administrative assets.

2.2.2. ADMINISTRATIVE ASSETS. Assets associated with administrative and general functions are identified on Schedule D and allocated between Generation, Mining and Transmission as shown on Schedule D.

2.2.3. AFTER-ACQUIRED ASSETS; ANNUAL UPDATE TO ASSET SCHEDULES. Assets acquired after the effective date of this Agreement shall be identified at the time of acquisition as either Generation Business assets, Mining Business assets, Transmission Business assets. Administrative assets acquired after the Effective Date of this Agreement shall be allocated to Generation Business, Mining Business or Transmission Business as of the date of acquisition and listed on the associated schedule for the business category to which the asset has been allocated. Schedules A, B and C shall be updated periodically as assets are acquired, retired, sold or transferred, or upon allocation of Administrative assets to the Generation, Mining or Transmission Business, with such updates to occur at least annually. In the event a Participating Public Entity shall object to the identification of an asset to a business category, the dispute resolution procedures of Section 8.10 shall apply.

SECTION 2.3. BUDGETING; BOOKS AND RECORDS OF THE AGENCY. The Agency shall budget its operations by business category and shall prepare an annual budget for each business category. The annual budget for each business category shall be approved by a majority vote of the TMPA Board. The Agency shall cause its books of account to be organized in a manner consistent with the three business categories and associated assets identified in Section 2.2.1 and Schedules A-D. All such records shall be current, accurate, complete, and maintained in accordance with generally accepted accounting principles or other accounting principles as may be required by law.

SECTION 2.4. PARTICIPATING PUBLIC ENTITIES' INTEREST IN AGENCY ASSETS.

2.4.1. GENERAL RULE. Under the Power Sales Contract and annual budget and rate resolutions of the TMPA Board, payments by each Participating Public Entity to the Agency have provided all funds necessary for the acquisition of all assets and payment of all costs of operation of the Agency. The Power Sales Contract provides that, upon termination of the Power Sales Contract and dissolution of the Agency, each Participating Public Entity has an interest in the assets of the Agency in proportion to the amount that each Participating Public Entity has paid into the Agency. This Section 2.4 states how the proportional interest of each Participating Public Entity will be determined and may be changed in the instances stated in this Section.

2.4.2. FORMULAS FOR DETERMINING EACH PARTICIPATING PUBLIC ENTITY'S INTEREST IN AGENCY ASSETS. The following formulas shall be used to determine each Participating Public Entity's proportional interest in the Agency assets, except to the extent otherwise expressly provided in this Agreement. The formulas shall apply to determine each Participating Public Entity's proportional share in the net proceeds of the sale or other disposition of Agency assets after (i) payment of debts of the Agency and (ii) provision for reserve funds, escrows, retentions, insurance or indemnities as provided in this Agreement in Articles III - VI. The General Formula provided in this Section shall apply, unless a formula specified in Section 2.4.3 shall apply, to determine each Participating Public Entity's residual interest in the net proceeds of the sale or other disposition of any Agency assets, or upon dissolution of the Agency, as follows:

$$\begin{aligned} \text{General Formula} = & \text{Amount paid to TMPA by Participating Public} \\ & \text{Entity from Inception Date to the fiscal year end preceding the} \\ & \text{date of sale or other disposition of the asset} \\ & \div \\ & \text{Amounts paid to TMPA by all Participating Public Entities from} \\ & \text{Inception Date to the fiscal year end preceding the date of sale or} \\ & \text{other disposition of asset} \end{aligned}$$

For purposes of this Article II, "Inception Date" shall mean September 1, 1976, the effective date of the initial Power Sales Contract between TMPA and each Participating Public Entity. The proportional shares of the Participating Public Entities in Agency assets according to the General formula as of the end of the Agency's September 30, 2015 fiscal year are as shown on Schedule E.

2.4.3. CHANGES IN A PARTICIPATING PUBLIC ENTITY’S INTEREST IN AGENCY ASSETS.

2.4.3.1. RECREATION OF THE AGENCY BY DELETION OF A PARTICIPATING PUBLIC ENTITY. Each Participating Public Entity and the Agency recognize that, pursuant to Section 163.076 of the Act and the concurrent ordinances by which the Cities created the Agency, each Participating Public Entity reserved the right to its governing body to join with the other Participating Public Entities to provide for the re-creation of the Agency by the addition and deletion, either or both, of a Participating Public Entity, as defined in said Act, so long as there is no impairment of any existing obligations of the Agency. In the event that the Agency is re-created by the deletion of a Participating Public Entity, the deleted entity’s percentage share in Agency assets shall thereafter be determined by the formula provided in Section 2.4.3.2. No Participating Public Entity that is deleted from the Agency may sell its interest in Agency assets except to the extent such sale is approved in the ordinances that re-create the Agency.

2.4.3.2. CHANGE IN PROPORTIONAL SHARE IN AGENCY ASSETS DUE TO DELETION OF A PARTICIPATING PUBLIC ENTITY PURSUANT TO SECTION 163.076 OF THE ACT. In the event the Agency is recreated pursuant to Section 163.076 of the Act by the deletion of a Participating Public Entity, the deleted Participating Public Entity’s proportional interest as stated in Section 2.4.2 shall change, as follows:

$$\begin{aligned} \text{Formula} = & \text{Amount paid to TMPA by Participating Public Entity from Inception Date to} \\ & \text{the fiscal year end preceding the date of deletion} \\ & \div \\ & \text{Amounts paid to TMPA by all Participating Public Entities from Inception} \\ & \text{Date to the fiscal year end preceding the date of sale or other disposition of} \\ & \text{asset} \end{aligned}$$

2.4.3.3. CHANGE IN PROPORTIONAL SHARE IN AGENCY ASSETS DUE TO ADDITION OF A PARTICIPATING PUBLIC ENTITY PURSUANT TO SECTION 163.076 OF THE ACT. A Participating Public Entity added to the Agency pursuant to Section 163.076 of the Act after the effective date of this Agreement (“newly added Participating Public Entity”) shall be included in the calculation of the percentage share of the assets of the Agency, to the extent of the payments to the Agency made by the newly added Participating Public Entity, according to the following formula:

$$\begin{aligned} \text{Formula} = & \text{Amount paid to TMPA by newly added Participating Public Entity from initial} \\ & \text{payment to the fiscal year end preceding the date of sale or other disposition} \\ & \text{of asset} \\ & \div \\ & \text{Amounts paid to TMPA by all Participating Public Entities from Inception} \\ & \text{Date to the fiscal year end preceding the date of sale or other disposition of} \\ & \text{asset} \end{aligned}$$

2.4.3.4. MODIFICATION OF FORMULA IN THE EVENT A PARTICIPATING PUBLIC ENTITY EXITS A BUSINESS CATEGORY BUT THE AGENCY IS NOT RECREATED TO DELETE THE PARTICIPATING PUBLIC ENTITY FROM THE

AGENCY. In the event a Participating Public Entity exits one business category of the Agency (for example, Generation), but continues to participate in other business categories of the Agency, the Agency shall calculate such Participating Public Entity's proportional interest in assets of the business category from which the Participating Public Entity has exited as of the date of exit. The Agency shall also record the total amounts paid into the Agency by business category as of the Participating Public Entity's date of exit. Thereafter, as to the assets in the business category from which the Participating Public Entity has exited, such exiting Participating Public Entity shall not share in any increase in the numerator in the formula for the exited business category. To the extent such Participating Public Entity pays into the Agency amounts related to other business categories, the Participating Public Entity shall share in the increase in the formula for those business categories in proportion to the amounts paid into the Agency by all Participating Public Entities in those business categories.

2.4.3.5. EXCEPTION AS TO TRANSMISSION ASSETS. The Parties agree that, due to the differences in the manner in which the Transmission Business has been funded, the formulas in Sections 2.4.1, 2.4.2 and 2.4.3.1-2.4.3.4 do not apply to determine the Participating Public Entities proportional interest in Transmission Assets. The applicable formulas for determining each Participating Public Entity's proportional interest in Transmission Assets are stated in Article IV.

SECTION 2.5. ANNUAL CALCULATION OF PROPORTIONAL SHARES. Annually, the TMPA Board shall direct the TMPA Staff to calculate the total payments made to TMPA, each Participating Public Entity's annual sum of payments to TMPA, and to do so by business category in the event any Participating Public Entity withdraws from the Agency or a business category. For each Fiscal Year, the Staff shall update the proportional share calculations, showing the proportional interest of each Participating Public Entity, each deleted Participating Public Entity, and any newly added Participating Public Entity, on an annual basis, by business category. The calculation and supporting information shall be submitted to the TMPA Board for review and approval on an annual basis. In the event a Participating Public Entity shall object to the proportional share calculation, the dispute resolution procedures of Section 8.10 shall apply.

SECTION 2.6. ANNUAL BUDGET, RECOVERY OF COSTS OF AGENCY OPERATIONS INCURRED PURSUANT TO THIS AGREEMENT; LIMITATIONS ON NEW DEBT.

2.6.1. BUDGETING AND COST RECOVERY.

2.6.1.1. FOR THE PERIOD FROM THE EFFECTIVE DATE AND ENDING SEPTEMBER 30, 2018. For the period effective October 1, 2016, and annually thereafter to September 30, 2018, the TMPA Board shall adopt annual budgets, by business category. For periods prior to September 30, 2018, such Annual Budgets shall be for informational purposes. Recovery of the costs of Agency operations for this period shall be through the (i) Annual System Costs under the Power Sales Contract of the Agency and (ii) Transmission Revenues. From the Effective Date through September 30, 2018, funds otherwise available to be returned to the Cities under Section 7(a)(3) of the Power Sales Contract shall be applied to the following uses: (i) first, to fund the Decommissioning Reserve Account up to the cap for that account as stated in Section 5.5, and (ii) then, to fund the Indemnity Reserve Account up to the cap for that account as stated in Section 6.5. Any net proceeds remaining after the obligations

described in (i)-(ii) shall be apportioned to each Participating Public Entity based on the following percentages: Bryan - 21.7%; Denton - 21.3%; Garland - 47%; Greenville - 10%.

2.6.1.2. FOR PERIODS COMMENCING FROM AND AFTER OCTOBER 1, 2018. For the fiscal year commencing October 1, 2018, and annually thereafter, the TMPA Board shall adopt annual budgets, by business category, and adopt charges for the recovery of the costs of operations by business category, according to the specific requirements in Articles III, IV, and V, respectively.

2.6.1.3. CHARGES IN THE EVENT A NEW PUBLIC ENTITY IS ADDED TO THE AGENCY OR A PARTICIPATING PUBLIC ENTITY IS REMOVED FROM THE AGENCY UNDER SECTION 163.076, TX. UTIL. CODE. In the event that the Agency is re-created by the deletion of a Participating Public Entity, the deleted entity shall remain bound by this Agreement for its proportionate share of obligations incurred prior to its deletion. In the event the Agency is re-created by the deletion of an existing Participating Public Entity or addition of a new Participating Public Entity, the concurrent ordinances by which such action is taken shall address the obligation of such deleted or added Participating Public Entity as to charges thereafter assessed for each business category.

2.6.2. ADDITIONAL TERMS REGARDING BUDGETING IN ALL PERIODS. In addition to the provisions of Section 2.6.1, the following terms shall apply:

2.6.2.1. ADMINISTRATIVE COSTS. Administrative costs which cannot be directly assigned to a business category shall be allocated to each business category as a part of the annual budget process or at the time budgeted (if incurred by budget amendment). Such allocations shall be substantially in accordance with the Transmission Cost of Service Rate Filing Package Instructions for Non-Investor Owned Transmission Service Providers (or its equivalent) published by the Public Utility Commission of Texas.

2.6.2.2. WORKING CAPITAL. In setting the annual budget for each business category, the TMPA Board shall include working capital levels sufficient to sustain the operation and capital needs of each business category.

2.6.2.3. BUDGET AMENDMENTS. The terms of this Section shall not prevent the TMPA Board from approving such budget amendments as may be necessary, or from billing for such amended costs immediately, so long as the amendments meet the otherwise applicable approval requirements of this section.

2.6.2.4. LIMITATIONS ON BUDGET INCREASES. To the extent the budget, for a business category, together with any amendment, would require the issuance of New Debt by the Agency (other than Transmission Debt), or cause the annual budget or charges to the Participating Public Entities, excluding fuel and debt service on Transmission Debt, to increase by more than 20% compared to the previous year's budget or charges, excluding fuel and debt service on Transmission Debt, Approval of all Participating Public Entities in that business category shall be required.

2.6.2.5. LIMITATIONS ON DEBT. From and after September 1, 2016, the Agency shall not incur any form of Debt other than Transmission Debt, whether bonds, notes,

a new commercial paper program or increase in an existing commercial paper program, or obligation for borrowed money of any kind, unless such Debt is: (1) attributed to a single business category, (2) approved by a Super Majority Vote of the TMPA Board and by concurrent ordinances of each Participating Public Entity in the business category to which the debt is attributed, and (3) secured solely by assets or revenues or operations of the business category to which it is attributed. From and after September 1, 2016, the Agency shall not incur any form of Transmission Debt, whether bonds, notes, commercial paper or obligations of any kind, unless: (1) prior notice of at least 60 days has been given to each Participating Public Entity in the Transmission Business category of the proposed issuance of such Transmission Debt, which notice shall include the principal terms on which such Debt is proposed to be issued, and (2) such proposed Transmission Debt is: (i) after September 1, 2018, payable solely from Transmission Revenues, and (ii) approved by a Super Majority Vote of the TMPA Board . The restrictions in this Section relating to Debt shall not apply to mine reclamation bonds or to banking agreements, including letters of credit, associated with such bonds. For clarification, Approval of the Participating Public Entities shall not be required for (i) the issuance by TMPA of Transmission Debt or (ii) the issuance by TMPA of commercial paper notes or a commercial paper program established prior to September 1, 2016, that is: (a) payable in full on or before September 1, 2018 or (b) by its terms, to be converted to Transmission Debt on or before October 1, 2018.

2.6.2.6. LIMITATIONS ON OTHER NEW LONG-TERM OR SIGNIFICANT OBLIGATIONS. In addition to the limitations on incurrence of Debt provided in Section 2.6.2.5, from and after September 1, 2016, the Agency shall not incur any other form of long-term obligation unless such obligation is: (1) attributed to a single business category, (2) approved by a Super Majority Vote of the TMPA Board and by concurrent ordinances of each Participating Public Entity in the business category to which the obligation is attributed, and (3) secured solely by assets and/or revenues of the business category to which it is attributed. For purposes of this paragraph 2.6.2.6, “long-term or significant obligation” shall mean any contract or other form of obligation (i) having a term in excess of twenty-four (24) months unless the contract may be cancelled by the Agency for convenience without penalty at any time after the giving of notice and the expiration of a contractual notice period not to exceed one hundred twenty (120) days, or (ii) in an amount in excess of ten million (\$10,000,000.00) dollars. The restrictions in this Section relating to long-term or significant obligations shall not apply to mine reclamation bonds and to banking agreements, including letters of credit, associated with such bonds.

SECTION 2.7. NATURE OF PARTICIPATING PUBLIC ENTITY OBLIGATIONS; RATE COVENANT. Each Participating Public Entity hereby binds itself to pay such costs as may be properly assessed by the Agency for recovery of the cost of the services undertaken by the Agency pursuant to this Agreement. Each Participating Public Entity shall establish, maintain and collect rates and charges for the electric service of its electric system which shall produce revenues at least sufficient, together with other revenues available to such electric system and available electric system reserves, to enable it to pay to the Agency, when due, all amounts payable by such Participating Public Entity under this Agreement. A Participating Public Entity’s payment obligations under this Agreement shall constitute an operating expense of its electric system, and are payable exclusively from such revenues.

SECTION 2.8. REPORTS. The Agency will prepare and issue the following reports for each business category (Generation, Transmission, Mining) for each fiscal year: (i) financial and operating statement relating to Generation, Transmission, and Mining; (ii) status of construction

for any facility under construction; and (iii) analysis of operations relating to each of the three business categories of the Agency. Each business category report shall be made available to the Participating Public Entities in that business category. Within one hundred and twenty (120) days of the close of each fiscal year, the Agency shall cause an audited report of financial operations for the prior fiscal year for each business category to be sent to each Participating Public Entity in that business category. Such reports shall have been audited annually by an independent certified public accountant.

SECTION 2.9. RECORDS AND ACCOUNTS. The Agency will keep accurate records and accounts relating to each business category in accordance with applicable accounting standards [uniform system of accounts] including depreciation.

SECTION 2.10. ACCESS. Each Participating Public Entity, for any business category in which the Participating Public Entity participates, shall at all times have reasonable access to examine any and all books and records of the Agency for that business category and to examine any facility of the Agency in that business category.

SECTION 2.11 DECISION TO EXIT A BUSINESS CATEGORY.

2.11.1. LIMITATIONS ON EXITING A BUSINESS CATEGORY. A Participating Public Entity intending to exit a business category other than the Generation Business category shall do so by giving notice to the Agency and all Participating Public Entities in writing at least one hundred eighty (180) days in advance of the effective date of the exit. No Participating Public Entity may exit the Generation Business unless it has elected to terminate its Power Sales Contract in the manner and with the notice as required in Section 5.1 of this Agreement and no such exit from the Generation Business may become effective in advance of the date of termination of the exiting Participating Public Entity's Power Sales Contract with TMPA. No Participating Public Entity may exit the Mining Business prior to October 1, 2018, or before the reclamation obligations of TMPA are completed and the Mining Business assets are released from reclamation bonding. No Participating Public Entity may exit the Transmission Business on a date to be effective prior to October 1, 2018.

2.11.2. BOARD PARTICIPATION. Effective on the date of exit, the exiting Participating Public Entity agrees to recuse itself from participating in any deliberation or voting of the TMPA Board in matters regarding the exited business category, and agrees that the TMPA Board may amend its bylaws to provide (i) that the Agency board members appointed by the exiting entity shall recuse themselves and not participate in TMPA matters regarding that business category and (ii) for separate boards for one or more business categories.

2.11.3. OBLIGATIONS OF EXITING ENTITY. Prior to the effective date of exit, the exiting Participating Public Entity shall pay all sums due the Agency with respect to the exited business category for periods prior to the date of exit. From and after the date of exit, the exiting Participating Public Entity shall have no responsibility for any Debt incurred in that business category after the date of exit, but to the extent that any debt instrument shall be secured by revenues or other assets of a Participating Public Entity, the exiting Participating Public Entity shall retain responsibility for its proportional share of such debt attributable to the exited business category, incurred before, arising before, or attributable to operations in that business category before the date of exit. The exiting Participating Public Entity's obligation (if any) with regard to

annual operating costs incurred in the exited business category after its exit of that business category and its percentage share of the net proceeds of any sale of assets in the exited business category shall be determined in the manner set forth in Article III, IV or V for the exited business category.

2.11.4. **SALE OF INTEREST PROHIBITED.** An exiting Participating Public Entity may not sell its interest in assets of a business category upon exiting a business category but will continue to hold its proportional interest in Agency assets, in the proportion defined in Section 2.4 of this Agreement, until such assets are disposed of by the Agency in the manner provided by this Agreement.

SECTION 2.12. SALES OF ASSETS. When a sale of assets is undertaken, the Agency shall use its best efforts to market and dispose of such assets upon the terms and conditions that maximize the asset's market value. Except as permitted in Section 3.2.3, no individual contract for the sale of an asset having a value in excess of \$10,000,000.00, or successive contracts in a twelve-month period for the sale of assets in any one business category which together have a value in excess of \$10,000,000.00, shall be undertaken except upon prior Approval of all Participating Public Entities. Further, no contract for the sale of an asset having a value less than \$10,000,000.00, shall be undertaken except upon compliance with all other terms of Articles III, IV and V as applicable to the category of the asset to be sold. Additionally, the Agency covenants and agrees that in the event properties of the System which were acquired with funds received from the sale of Bonds are sold, the proceeds from the sale of such properties shall be applied in accordance with the provisions of the applicable Bond Resolution unless and until such Bonds have been paid. The Agency shall apply any remaining proceeds from the sale of properties in accordance with this Agreement.

ARTICLE III. AGREEMENT REGARDING MINING OPERATION AND DISPOSITION OF MINING ASSETS.

SECTION 3.1. IDENTIFICATION OF MINING LANDS. The properties and assets shown on Schedule B shall comprise the "Mining Assets." Mining Assets shall include all mineral and other property interests associated with the real properties identified on Schedule B.

SECTION 3.2. OPERATION, RECLAMATION AND DISPOSITION OF MINING ASSETS.

3.2.1. **BUDGETING AND OPERATIONS.** From and after October 1, 2018, charges for recoupment of such costs as are included in the Annual Budget for the Mining Business category shall be assessed to each Participating Public Entity according to the following percentages: Bryan - 21.7%; Denton - 21.3%; Garland - 47%, Greenville - 10%, unless a different schedule of charges shall be adopted by the unanimous approval of all of the Participating Public Entities in the Mining Business category. In the event a Participating Public Entity exits the Mining Business as permitted under Section 2.11.1, it shall remain responsible for the same percentage share of costs incurred after its exit as set forth above, such that the same percentages shall apply to each exited and remaining Participating Public Entity for any costs of the Mining Business category until all Mining Assets are sold.

3.2.2. RECLAMATION. The Agency’s mine reclamation plan is attached as Schedule G. The Agency shall proceed to obtain the release of properties from reclamation bonding and do all things necessary to complete the mining reclamation plan as expeditiously as is commercially reasonable.

3.2.3. SALE OF MINING ASSETS. Upon completion of mine reclamation, as described in Section 3.2.2, the Agency may sell Mining Assets, either piecemeal or in the aggregate, on such terms as may be agreed by the TMPA Board. All net funds received from the sale of the Mining Assets after payment of any costs of reclamation shall be placed into a MINING RESERVE ACCOUNT to be held by the Agency, with the proceeds to be used for the following purposes, in the priority stated:

- (1) First priority – for the payment of any System Debt, including any commercial paper attributable to the System;
- (2) Second – for the payment of New Debt, if any, incurred in the Mining Business;
- (3) Third - to the Decommissioning Reserve Account described in Section 5.5, as necessary to establish an account balance in the amount stated in Section 5.5, or such other amount as determined by the unanimous Approval of all Participating Public Entities;
- (4) Fourth - to the funding of the Indemnity Reserve Account described in Section 6.5, as necessary to establish an account balance as stated in Section 6.5, or such other amount as determined by the unanimous Approval of all Participating Public Entities;
- (5) Fifth – the remaining proceeds shall be distributed to the Participating Public Entities according to the applicable formula set forth in Section 2.4.

ARTICLE IV. AGREEMENT REGARDING TRANSMISSION OPERATIONS AND DISPOSITION OF TRANSMISSION ASSETS.

SECTION 4.1. TRANSMISSION ASSETS. The property and assets shown on Schedule C, together with any future additions to Transmission Assets acquired, constructed, or under construction, after the effective date of this Agreement, comprise the “Transmission Assets.” These assets consist of geographically-located transmission lines and substations, together with the associated property interests identified in Section 4.5, owned, used, or under construction, by TMPA to provide transmission service within ERCOT pursuant to Chapter 35 of the Texas Utility Code.

SECTION 4.2. APPLICATION OF PROCEEDS FROM ANNUAL OPERATIONS OF THE TRANSMISSION BUSINESS. Effective September 2, 2018, all net proceeds from the annual operations of the Transmission Business category (after payment of the annual costs of the Transmission System and debt service on Transmission Debt) shall be used: (i) first, to fund the Decommissioning Reserve Account up to the cap for that account as stated in Section 5.5, and (ii) then, to the Indemnity Reserve Account up to the cap for that account as stated in Section 6.5. Any net proceeds remaining after the obligations described in (i)-(ii) shall be apportioned to each Participating Public Entity based on the following percentages: Bryan - 21.7%; Denton - 21.3%;

Garland - 47%; Greenville - 10%. In the event that Transmission Revenues are insufficient to pay the annual costs of the Transmission Business category, then each Participating Public Entity having an interest in Transmission Assets shall fund the shortfall in the percentages stated above. From and after September 2, 2018, in the event that a Participating Public Entity exits the Transmission Business category, the percentage of net proceeds from the annual operations of the Transmission Business category held by the exiting entity shall be apportioned among the remaining Participating Public Entities in proportion to the percentages stated above for apportionment of net proceeds effective September 2, 2018.

SECTION 4.3. PARTICIPATING PUBLIC ENTITIES INTEREST IN TRANSMISSION ASSETS. Each Participating Public Entity's proportional interest in Transmission Assets and in the net proceeds from the sale of any Transmission asset is its fixed percentage as set forth on Schedule E, which percentage shall apply unless and until the Agency is recreated under Section 163.076. In the event the Agency is recreated under Section 163.076 by the addition or deletion of a Participating Public Entity, Schedule C shall be updated to the effective date of such ordinances and the Schedule E percentages shall be applied to determine each existing Participating Public Entity's proportional interest in Transmission Assets shown on Schedule C as of the effective date of the concurrent ordinances. The concurrent ordinances recreating the Agency shall state the proportional interests of all Participating Public Entities in Transmission Assets acquired from and after the effective date of such ordinances.

SECTION 4.4. TERMS OF DISPOSITION OF TRANSMISSION ASSETS.

4.4.1. TERMS OF DISPOSITION. The Agency shall own and operate the Transmission Assets until disposed of in the manner provided in this Section. Any disposition of Transmission Assets shall conform to the following terms:

(1) Participating Public Entity's Interest in Transmission Assets. Each Participating Public Entity shall be accorded a proportional interest in Transmission Assets equal to the Participating Public Entity's percentage interest as specified on Schedule E.

(2) Transfer of Ownership of Transmission Assets to the Participating Public Entities. The TPA Board shall approve a transfer of ownership of Transmission Assets from the Agency to the Participating Public Entities at such time as a majority of the governing bodies of the Participating Public Entities in the Transmission Business category shall determine and agree that it is in their best interests to transfer ownership of Transmission Assets. Upon such Approval, the Parties agree that each Transmission Asset shall be transferred to a Participating Public Entity pursuant to the procedures stated in Paragraph (3) of this Section. Pending such a transfer, all or a portion of the Transmission Assets may be sold to a third party if such a sale is Approved by all of the Participating Public Entities. The Participating Public Entities further agree that, if there is Transmission Debt outstanding, the disposition of such assets shall occur at a single time, and not piecemeal. Any transfer of Transmission Assets to a Participating Public Entity shall occur in a manner consistent with any Bond Resolution authorizing Transmission Debt and only upon payment or defeasance of all Transmission Debt as may be required by the Bond Resolution.

(3) Procedure for Transfer of Ownership of Transmission Assets to the Participating Public Entities.

(i) Determination of Total Transmission Asset Dollar Value and the Value of each Transmission Asset. The value of each Transmission Asset shown on Schedule C shall be set in the manner described herein and the sum of such values shall be the “Total Transmission Asset Dollar Value” as used herein. Each Transmission Asset in service shall be valued at its net book value and each Transmission Asset under construction shall be valued at its recorded construction work in progress (“CWIP”) as of the effective date of the transfer. In the event of any disagreement as to the value of a Transmission Asset, the affected Participating Public Entities agree to submit the dispute to an independent third party whose valuation shall be binding.

(ii) Participating Public Entity’s Transmission Asset Interest. Each Participating Public Entity’s Transmission Asset Interest shall be determined by applying its percentage ownership interest as set forth on Schedule E to the Total Transmission Asset Dollar Value.

(iii) Transfer of specific Transmission Assets. Upon approval of the transfer of ownership of Transmission Assets to the Participating Public Entities as specified in 4.4.1(2), each Participating Public Entity shall be initially assigned specific Transmission Assets in its geographic region from the list of Transmission Assets shown in Schedule C. Differences between a Participating Public Entity’s Transmission Asset Interest and the sum of the values of the Transmission Assets initially assigned to the Participating Public Entity shall be trued-up among the Participating Public Entities until each Participating Public Entity’s Transmission Asset Interest is reached. A Participating Public Entity for whom the sum of the values of its initial geographically-assigned Transmission Assets exceeds its Transmission Asset Interest shall prioritize its initially-assigned Transmission Assets for selection by those Participating Public Entities whose sum of the values of their initially-assigned Transmission Assets is less than their Transmission Asset Interest. If, for more than one Participating Public Entity, the sum of the values of its initially-assigned Transmission Assets is less than its Transmission Asset Interest, the order of selecting Transmission Assets from Participating Public Entities the sum of whose initially-assigned value of Transmission Assets exceeds their Transmission Asset Interest shall be in the order beginning with the Participating Public Entity having the greatest difference in value between its initially-assigned Transmission Assets and its Transmission Asset Interest, and ending with the Participating Public Entity having the least such difference. The Participating Public Entity order of selection will adjust as selections are made. Consideration shall be given during the selection process to minimize any operational issues. If a dispute in the disposition process arises, an independent third party may be employed to assist. Any remaining dispute shall be subject to the dispute resolution procedures set forth in Section 8.10 of this Agreement.

(4) Certificates of Convenience and Necessity. Once the specific Transmission Assets to be distributed to each Participating Public Entity have been identified pursuant to this Section, each acquiring Participating Public Entity shall be responsible for obtaining or amending its certificate of convenience and necessity (CCN) as required to own and operate the Transmission Assets to be transferred to it. No Party to this Agreement shall oppose another Participating Public Entity’s CCN application for approval of the transfer of the asset from the Agency to the Participating Public Entity.

(5) Payment or defeasance of Transmission Debt. Payment or defeasance of Transmission Debt shall be accomplished in the following manner: Transmission Debt outstanding as of the date of disposition of Transmission Assets shall be allocated to each Participating Public

Entity based on its percentage interest in Transmission Assets set forth on Schedule E. A Participating Public Entity shall pay to the Agency at the date of disposition of the Transmission Assets the amount equal to the Transmission Debt allocated to it for the sole purpose of the Agency paying off outstanding Transmission Debt.

(6) Transfers prior to final disposition. Nothing herein shall prohibit a transfer of a Transmission Asset or portion thereof to a Participating Public Entity pursuant to the TMPA Transmission Asset Ownership Policy. In the event that any Transmission Asset, or portion thereof, is transferred to a Participating Public Entity pursuant to such policy after the Effective Date of this Agreement, but prior to the transfer of ownership of Transmission Assets described in Paragraph (3) above, the following shall occur in the process in subsection (3)(iii) above: (i) the value of the asset at the date of transfer shall be included in the Total Transmission Asset Dollar Value and (ii) the value of the asset at the date of transfer of that asset shall be attributed to the receiving Participating Public Entity for purposes of determining the value of the Transmission Assets initially geographically-assigned to the receiving Participating Public Entity.

(7) Transfers after final disposition. Nothing in this Agreement shall preclude a Participating Public Entity from selling or purchasing another Participating Public Entity's Transmission Assets after transfer of ownership from the Agency to the Participating Public Entity.

(8) Transfers of transmission projects under construction. For any transfer involving a transmission project under construction, the Agency and the Participating Public Entity acquiring the Project shall enter into such other agreements and assignments as are necessary to effect the transfer.

SECTION 4.5. EASEMENTS, RIGHTS-OF-WAY, AND ACCESS. Any sale or disposition of Transmission Assets shall include the sale or disposition of associated easements, rights-of-way, or other rights of access as are associated with each Transmission Asset currently held by TMPA. To the extent such rights-of-way, easements or rights of access lie within or cross real property constituting Generation Assets, the fee title to the underlying property shall be retained by and remain a part of the Generation Assets. To the extent that the Agency has located, or will in the future locate, Transmission Assets in the easements, rights-of-way, or other properties of a Participating Public Entity pursuant to Section 29 of the Power Sales Contract, such license or right to use the property of the Participating Public Entity shall continue in effect under this Joint Operating Agreement for as long as such Transmission Assets are owned by the Agency and shall transfer to a Participating Public Entity upon distribution or sale of such assets to the Participating Public Entity. In the event a Transmission Asset is sold to a third party, the Participating Public Entity shall use its best efforts to enter into a new agreement with the third party as to the easements, rights-of-way or other license providing a right of use of such property on which a Transmission Asset may be located.

SECTION 4.6. PROCEEDS FROM THE SALE OF TRANSMISSION ASSETS. In the event any Transmission Assets are sold to a third party, all net funds received from the sale of Transmission Assets shall be placed into the TRANSMISSION RESERVE ACCOUNT to be held by the Agency, with proceeds to be used for the following purposes, in the priority stated:

(1) First priority – for payment of Transmission Debt, and New Debt, if any, attributable to the Transmission Business;

(2) Second – to the Decommissioning Reserve Account described in Section 5.5, as necessary to establish an account balance in the amount stated in Section 5.5, or such other amount as determined by the unanimous Approval of all Participating Public Entities;

(3) Third – to the funding of the Indemnity Reserve Account described in Section 6.5, as necessary to establish an account balance as stated in Section 6.5, or such other amount as determined by the unanimous Approval of all Participating Public Entities;

(4) Fourth –to the extent funds remain after the obligations described in (1) - (4), such funds shall be distributed to the Participating Public Entities according to the applicable percentages set forth on Schedule E.

ARTICLE V. POWER SALES CONTRACT TERM, DECOMMISSIONING, DISPOSITION OF GENERATION ASSETS, AND MATTERS RELATING TO DISSOLUTION OF THE AGENCY.

SECTION 5.1. MATTERS RELATING TO TERM OF POWER SALES CONTRACTS.

5.1.1. ELECTION TO EXTEND TERM OF POWER SALES CONTRACTS. As of the Effective Date of this Agreement, each Participating Public Entity and the Agency are parties to Power Sales Contracts by which each Participating Public Entity, as a purchaser of power and energy, may elect to extend the term of its contract beyond September 1, 2018, the otherwise effective date of termination of the contract. Such elections are to be made by September 30, 2016, under the existing Power Sales Contracts. TMPA shall cease production of power and energy effective September 1, 2018, unless (i) on or before September 30, 2016, all Participating Public Entities have elected to continue their Power Sales Contracts, or (ii) on or before September 1, 2018, an agreement is reached by which the Participating Public Entities that have elected to extend their Power Sales Contract, and/or any newly added Participating Public Entity, contract for one hundred percent (100%) of the output of the plant.

5.1.2. ELECTION TO TERMINATE POWER SALES CONTRACT AFTER SEPTEMBER 1, 2018. Each Participating Public Entity that elects to extend its Power Sales Contract beyond September 1, 2018, shall have the right thereafter to elect to terminate its Power Sales Contract upon such notice as is required by this Section. The Participating Public Entity shall effect the termination of its Power Sales Contract by providing notice to the Agency and each other Participating Public Entity of its decision to terminate its Power Sales Contract. Such notice shall be given at least twenty-four months prior to the date of termination. On the date of termination stated in the notice, which may not precede September 1, 2018, the Participating Public Entity's Power Sales Contract shall terminate and all obligations of TMPA to provide power and energy to such Participating Public Entity shall terminate. Additionally, on the termination date, the Power Sales Contracts between TMPA and all other Participating Public Entities shall terminate and TMPA shall cease production of power and energy unless an agreement has been reached by which the remaining Participating Public Entities and any newly added Participating Public Entity elect to contract for one hundred percent (100%) of the output of the plant.

SECTION 5.2. EFFECT OF ELECTION TO EXTEND THE POWER SALES CONTRACTS.

5.2.1. If, pursuant to Section 5.1.1 above, one or more Participating Public Entities and/or newly added Participating Public Entity elect to extend the term of their Power Sales Contracts beyond September 1, 2018 and such Participating Public Entities collectively contract for 100% of the output of the plant, then: (i) Generation Assets shall continue to be used for the generation of power and energy for the term of the extended Power Sales Contracts; (ii) the Agency's provision of power and energy under the Power Sales Contracts shall be governed by such contracts, and (iii) from and after September 1, 2018, until the Power Sales Contracts terminate, all of the costs incurred in the Generation Business category shall be included in the annual budget for the Generation Business category and recouped from the Participating Public Entities having a power sales contract with the Agency through their Power Sales Contracts.

5.2.2. If a Participating Public Entity elects to terminate its Power Sales Contract with TMPA ("Exiting Participating Public Entity"), but other Participating Public Entities contract for 100% of the output of the plant and continue their Power Sales Contract with TMPA as provided for in Section 5.1.2, then:

(1) Such Exiting Participating Public Entity shall be deemed to have exited the Generation Business and such Exiting Participating Public Entity's proportional interest in Generation Assets shall be reduced by the proportionate amount of payments made by the entities that purchase power from the Gibbons Creek plant after the date of termination of the Exiting Participating Public Entity's Power Sales Contract in the manner described in the formula in Section 2.4.3.4. As described, the Exiting Participating Public Entity's numerator remains constant, but the denominator increases by the amount of payments to TMPA for power and energy made by the remaining Participating Public Entities in the Generation Business from and after the date the Exiting Participating Public Entity's Power Sales Contract terminates.

(2) The exiting Participating Public Entity agrees to recuse itself from participating in any deliberation or voting of the TMPA Board in matters regarding the Generation Business, and agrees that the TMPA Board may amend its bylaws to provide that the exiting Participating Public Entity's board members shall recuse themselves and not participate in TMPA Board matters regarding the Generation Business.

(3) The exiting Participating Public Entity shall share in any insufficiency of the Decommissioning Reserve Account as provided in Section 5.5.2.

SECTION 5.3. DECOMMISSIONING PLAN.

5.3.1. ADOPTION OF DECOMMISSIONING PLAN. Within 12 months of the adoption of this Agreement, the TMPA Board shall adopt a plan for the decommissioning of the Gibbons Creek plant. Such plan shall address (i) the timetable for filing of and obtaining all necessary approvals to cease generation; (ii) the demolition of the physical plant; (iii) environmental remediation of the plant site and all related structures, including the reservoir, landfills, and ash ponds, in compliance with and addressing the Standard of Operation set forth in Section 5.3.2; (iv) sales of all salvageable materials; and (v) options as to the sale, future use and/or management of the plant site and all remaining Generation Assets identified in Schedule A. The

Decommissioning Plan shall be updated periodically as determined by the TMPA Board to be appropriate. The initial Decommissioning Plan and all updates to the Plan shall be made available to each Participating Public Entity.

5.3.2. MINIMUM STANDARDS FOR ENVIRONMENTAL REMEDIATION.

5.3.2.1. STANDARDS. The Decommissioning Plan for environmental remediation shall require compliance with the following standards for environmental remediation:

(A) Unauthorized Releases. The Agency shall operate the Generation Assets in such a manner that hazardous substances, solid wastes, and/or coal combustion residuals will not contaminate, or be released, leaked or spilled on or into, or discharged to the environment, to the extent prohibited by state or federal law other than as permitted by the most stringent of any applicable standards.

(B) Notification and Reporting. The Agency shall be responsible for fulfilling all notification and reporting requirements established by applicable law related to any unauthorized release of hazardous substances, solid wastes, coal combustion residuals or chemicals into the environment from or in connection with its operation and management of the Agency's Generation Assets.

(C) Assessment Required. The Agency shall conduct an assessment of the generation operations to determine whether any environmental remediation is required. The Agency shall be responsible for any remediation required by applicable law.

(D) Cleanup and Costs. The Agency shall remediate any material release of hazardous substances, coal combustion residuals, or chemicals by the Agency to the extent required by applicable law making use of any restrictions or other use limitations consistent with the then current use of the relevant property.

(E) Residuals Management. The Agency shall manage and dispose of any hazardous substances, solid wastes, coal combustion residuals or other chemicals in accordance with applicable law.

(F) Acceptable Disposal Site Information. The Agency shall keep and maintain such logs, records, manifests, bills of lading or other documents as are required to be kept or maintained under applicable law pertaining to the transport and/or disposal of any hazardous substances, solid wastes, coal combustion residuals or chemicals, together with all weights and measures data and information relating to residuals quantities generated and disposed of hereunder.

(G) Definitions. For purposes of this section, (i) "hazardous substances" shall mean any hazardous waste, hazardous product, contaminant, toxic substance, deleterious substance, dangerous good, pollutant, waste, reportable substance, and any other substance, in respect of which the storage, manufacture, handling, disposal, treatment, generation, use, transport, remediation or release into or presence in the environment is prohibited, controlled or regulated under applicable law pertaining to the environment or otherwise, or is capable of causing harm to human health or other the environment, including "hazardous substances" as defined under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601, et

seq., and applicable regulations, as amended from time to time (“CERCLA”), and “hazardous waste” as defined under the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., and applicable regulations promulgated thereunder, as amended from time to time; (ii) “coal combustion residuals” shall have the meaning assigned by 40 C.F.R. Part 257, as amended from time to time, and (iii) “solid waste” shall have the meaning assigned by applicable state or federal environmental laws.

5.3.2.2. DISPOSAL OF WASTEWATER. The Agency shall manage all wastewater produced at the generation site and in accordance with applicable law.

5.3.3. SUBMISSION OF NOTICE TO ERCOT APPROVAL OF CESSATION OF PRODUCTION OF POWER. Upon termination of the Power Sales Contract, TMPA shall submit such notices as may be required by ERCOT in connection with cessation of production of power and energy.

SECTION 5.4. PROCEEDS FROM THE SALE OR DISPOSITION OF GENERATION ASSETS. The properties identified on Schedule A shall be referred to as the “Generation Assets.” The net funds from the sale or other disposition of Generation Assets shall be placed into the Generation Reserve Account to be held by the Agency, with income and principal of such account to be used for the following purposes, in the priority stated:

- (1) First – to the payment of all System Debt, including any commercial paper attributable to the System;
- (2) Second – for the payment of New Debt, if any, incurred in the Generation Business;
- (3) Third – to the Decommissioning Reserve Account described in Section 5.5, as necessary to establish an account balance in the amount stated in Section 5.5, or such other amount as determined by the unanimous Approval of all Participating Public Entities;
- (4) Fourth – to the funding of the Indemnity Reserve Account described in Section 6.5, as necessary to establish an account balance as stated in Section 6.5, or such other amount as determined by the unanimous Approval of all Participating Public Entities;
- (5) Fifth – the remaining proceeds shall be distributed to the Participating Public Entities according to the applicable formula set forth in Section 2.4.

SECTION 5.5. DECOMMISSIONING RESERVE ACCOUNT. A Decommissioning Reserve Account is to be established and held in escrow in the name of TMPA pursuant to a Decommissioning Escrow Agreement substantially in the form attached hereto as Schedule F. As provided in in Sections 3.2.3, 4.2, 4.6 and 5.4 of this Agreement, as net funds become available for application to the Decommissioning Reserve Account, such funds shall be applied to this account as necessary to establish a maximum account balance of Thirty Million (\$30,000,000.00) dollars, or such other amount as determined by a Super-Majority Vote of the TMPA Board for the Generation Business. Funds in the account shall be applied to the purposes specified in 5.5.3.

5.5.1. DECOMMISSIONING RESERVE ACCOUNT BALANCE. In setting the account balance, to the extent the fair market value of the Mining Assets held by TMPA exceeds

any remaining System Debt or New Debt in the Mining Business, such net fair market value shall be added to the cash funds held in the account, such that the account balance is the sum of the net fair market value of the Mining Assets plus the cash funds in the account. The fair market value of the Mining Assets shall be established by a third party appraisal, to be conducted within one-hundred eighty (180) days of the adoption of this Agreement. Subsequent appraisals shall be conducted no less frequently than every third year, or upon request of a majority of the TMPA Board for the Generation Business.

5.5.2. **INSUFFICIENCY OF FUND BALANCE OR CASH.** In the event that the Decommissioning Reserve Account has insufficient funds or cash to meet the obligations of the account (“shortfall”), each Participating Public Entity having an interest in the assets of the Generation Business, including both those Participating Public Entities that may have exited the Generation Business or have been deleted from the Agency but that hold an interest in Generation Assets under Section 2.4, shall contribute to the Decommissioning Reserve Account such funds as are necessary to meet current obligations and shall bear a share of the shortfall in the same percentage as its interest in Generation Assets under Section 2.4. In the event that the Agency is recreated to add a new Participating Public Entity to the Generation Business, terms of agreement regarding decommissioning funding shall be addressed in the agreements adopted at the time of entry.

5.5.3. **PURPOSES OF THE DECOMMISSIONING RESERVE ACCOUNT.** Funds in the Decommissioning Reserve Account shall be used for costs of decommissioning Generation Business assets according to the approved Decommissioning Plan, costs of environmental remediation in furtherance of the Decommissioning Plan as set out in Section 5.3 above, and the costs of funding such general liability and environmental insurance as may be required of the Agency or as the Agency shall determine appropriate under Section 6.1(e) with respect to its decommissioning activities, including any self-insured retention for any residual environmental liability associated with the operation of the Gibbons Creek power plant as provided in Section 6.1(e). Any amounts remaining in the escrow account after these designated purposes are satisfied shall be disbursed to the Participating Public Entities according to the applicable formula in Section 2.4 of this Agreement upon the written notice of the Agency and the Participating Public Entities as provided in Sections 3.2.2 or 3.3.2 of the Decommissioning Escrow Agreement.

5.5.4. **QUALIFICATIONS FOR ESCROW AGENT AND RELATED TERMS.** The Decommissioning Reserve Account Escrow Agent shall meet the terms of qualification substantially in the form set forth in Schedule F to this Agreement.

5.5.5. **DISTRIBUTION OF EXCESS FUNDS IN DECOMMISSIONING RESERVE ACCOUNT.** In the event the TMPA Board determines the Decommissioning Reserve Account has funds in excess of costs identified in Section 5.4, then the excess shall be applied to the purposes and in the order stated in Section 5.4.

5.5.6. **DISSOLUTION OF DECOMMISSIONING RESERVE ACCOUNT.** The Decommissioning Reserve Account is to be held until Decommissioning Completion pursuant to Section 3.2 of the Decommissioning Escrow Agreement, or a Disposition Event pursuant to Section 3.3 of the Decommissioning Escrow Agreement and thereafter disbursed in accordance with Section 5.5 above and the Decommissioning Escrow Agreement.

ARTICLE VI. INSURANCE AND INDEMNITIES.

SECTION 6.1. INSURANCE RELATED TO OVERALL OPERATIONS OF THE AGENCY. The Agency shall maintain, or cause to be maintained in force for the benefit of the Agency, such insurance with respect to its operations as shall be reasonably available and as is usually carried by municipal electric utilities constructing, owning and operating mining, generating and transmission facilities including such environmental insurance as may be required of the Agency or as the Agency shall determine appropriate with respect to the operations of the Agency including any self-insured retention. In addition:

(a) The Agency may establish and create a special fund for the purpose of providing a self-insurance fund. Amounts to be deposited in or credited to such fund in any fiscal year shall be accounted for as operating and maintenance expenses and allocated among the business categories. Any claims against the self-insurance fund shall be charged to the associated business category from which the claim arose. The balance of said fund must at all times meet or exceed any self-insured retention or deductible imposed upon TMPA in order to trigger the applicable insuring agreement's indemnity and/or defense obligations.

(b) The Agency shall maintain, or cause to be maintained, in force, insurance in such amounts and against such risks as required by any Bond Resolution.

(c) The Agency will secure and maintain adequate fidelity insurance or bonds on all officers and employees handling or responsible for funds of the Agency.

(d) In the event the Agency obtains insurance as permitted by this Section, the annual premium and retention shall be accounted for as operating and maintenance expenses and allocated among the business categories. Any claims against the retention shall be charged to the associated business category from which the claim arose.

(e) Upon cessation of the Generation Business, costs of such insurance as is provided for in (a) – (c) above with respect to the Agency's decommissioning activities, together with costs incurred in the satisfaction of any costs of any residual environmental liability associated with the prior operation of the Gibbons Creek power plant, including the costs of insurance coverage for such purposes, shall be funded from the Decommissioning Reserve Account.

SECTION 6.2. LIMITATION OF REMEDIES, LIABILITY AND DAMAGES. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR ANY SUCH DAMAGE. THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY HEREIN PROVIDED, THE

OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. SUBJECT TO THE RIGHT OF INDEMNIFICATION UNDER ARTICLE VI, UNLESS EXPRESSLY HEREIN PROVIDED, NO PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES IS **WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OR STRICT LIABILITY OF ANY PARTY, WHETHER SUCH NEGLIGENCE OR STRICT LIABILITY IS SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.** TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, OR TO BE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE ESTIMATED HARM OR LOSS.

SECTION 6.3. AGENCY'S INDEMNIFICATION OF PARTICIPATING PUBLIC ENTITIES.

6.3.1. INDEMNITY. THE AGENCY SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND 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, UTILITY DIRECTORS, UTILITY COMPANIES OR ENTITIES, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, INVITEES, REPRESENTATIVES AND PERMITTED ASSIGNS ("PARTICIPATING PUBLIC ENTITY'S INDEMNITEES") FROM AND AGAINST ANY AND ALL 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 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 (COLLECTIVELY AND INDIVIDUALLY "DAMAGES"), **WHETHER OR NOT SUCH DAMAGES ARE DIRECTLY CAUSED BY THE NEGLIGENCE, MISCONDUCT, OR STRICT LIABILITY OF THE AGENCY OR THE PAST, PRESENT AND FUTURE PARTICIPATING PUBLIC ENTITY OR PARTICIPATING PUBLIC ENTITIES AGAINST WHICH ANY SUCH CLAIMS ARE MADE OR THE OPERATIONS OF THE AGENCY AND ANY SUBSEQUENT REMEDIATION OR COMPLIANCE EFFORTS.** THIS FULL AND UNQUALIFIED

INDEMNITY SHALL EXTEND TO INCLUDE AS INDEMNITEES, EACH PAST, PRESENT AND FUTURE PARTICIPATING PUBLIC ENTITY AND ITS RESPECTIVE PAST, PRESENT AND FUTURE COUNCIL MEMBERS, APPOINTEES TO THE TMPA BOARD, UTILITY DIRECTORS, UTILITY COMPANIES OR ENTITIES, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS OR INVITEES.

6.3.2. INSURANCE. The Agency's indemnity obligations under this Section shall not be limited by any coverage exclusions or other provisions in any policy of required insurance or other insurance maintained by the Agency which is intended to respond to such events. Notwithstanding the foregoing, the Participating Public Entities' right to indemnification pursuant to this Section shall be reduced by all insurance, settlement proceeds or third-party indemnification proceeds actually received by the Participating Public Entity. This Section may be relied upon by the current or former Participating Public Entities and may be enforced directly by any of them against the Agency in the same manner and for the same purpose as if pursuant to a contractual indemnity directly between them and the Agency.

SECTION 6.4. INSURANCE RELATED TO THE AGENCY'S INDEMNIFICATION OF PARTICIPATING PUBLIC ENTITIES. The indemnity obligation assumed by the Agency pursuant to Section 6.3 shall be funded and satisfied from funds held in the Indemnity Reserve Account or, upon the Approval of all Participating Public Entities, by an insurance policy providing full coverage for all such governmental, regulatory and private claims identifying each past, present and future Participating Public Entity as an Additional Insured with all rights and benefits due under such insurance policy. If the indemnity obligation assumed by the Agency is funded by insurance, the Agency may have a retention of liability under the policy which shall not exceed \$1,000,000 provided that the balance in the Indemnity Reserve Account exceeds the amount of the retention. Any such insurance policy shall have aggregate and per claim/occurrence policy limits of no less than \$5,000,000. The insurance coverage permitted by this Section may be implemented at such time as directed by the Participating Public Entities and shall remain in effect for a period not less than five years after the agency completes all environmental remediation associated with Generation Assets. Upon cessation of Generation, the annual premium associated with the insurance requirements permitted herein and any associated self-insurance retention may be funded through the Indemnity Reserve Account as provided in Section 6.6. In the event the Indemnity Reserve Account has a shortfall in funds necessary to cover the self-insured retention, then the shortfall shall be apportioned among the current and former Participating Public Entities in the proportion that each Participating Public Entity holds an interest in Generation Assets.

SECTION 6.5. INDEMNITY RESERVE ACCOUNT. As funds become available from the disposition of Agency assets as provided in Articles III, IV, and V, and in furtherance of the indemnity and insurance required by Section 6.3 of this Agreement, the Agency shall place such funds in an "Indemnity Reserve Account" established pursuant to an Indemnity Escrow Agreement attached hereto as Schedule H. As provided in this Agreement, funds shall be applied to this account to establish an account balance of Five Million (\$5,000,000.00) Dollars or such other amount as may be agreed upon by the unanimous Approval of all Participating Public Entities. The parties to this Agreement agree and acknowledge that funds held in the Indemnity Reserve Account shall be disbursed according to the terms of Schedule H, and that any amounts remaining in the escrow account after these designated purposes are satisfied shall be disbursed to the Participating Public Entities according to the applicable formula in Section 2.4 of this Agreement

upon the written notice of the Participating Public Entities as provided Section 3.2 of the Indemnity Escrow Agreement.

SECTION 6.6. PURPOSES OF THE INDEMNITY RESERVE ACCOUNT. Funds in the Indemnity Reserve Account shall be used solely to fund the Agency's indemnification obligations under Section 6.3, including the costs of insurance as described in Section 6.4 and any claims, demands, suits, losses, liabilities, damages, obligations, payments, costs or expenses (including, without limitation, the cost and expense of any action, suit, proceeding, assessment, judgment, settlement or compromise relating thereto and reasonable attorneys' fees and reasonable disbursements in connection therewith) relating to, resulting from or arising out the indemnification obligations under Section 6.3 of this Agreement. The account may be used to pay the premiums for insurance requirements specified in Section 6.3, and for the self-insured retention associated with such insurance.

SECTION 6.7. QUALIFICATIONS FOR ESCROW AGENT AND RELATED TERMS. The Indemnity Reserve Account Escrow Agent shall meet the terms of qualification substantially in the form set forth in Schedule H to the Agreement.

ARTICLE VII. OTHER MATTERS.

SECTION 7.1. JOINDER REQUIRED FOR ANY NEW PARTICIPATING PUBLIC ENTITY. The Parties agree that the concurrent ordinances adding a new entity as a Participating Public Entity in the Agency shall require that such Participating Public Entity join into and be bound by the terms of this Agreement. Such joinder shall be evidenced by concurrent ordinance of the governing body of the Participating Public Entity adopting the terms of and agreeing to be bound by this Agreement, together with such other action as may be required by law to ensure enforceability.

SECTION 7.2. MODIFICATION. This Agreement may be modified only upon the mutual consent of all Parties, in writing.

SECTION 7.3. TERMINATION. This Agreement shall be terminated:

- (i) upon the mutual consent of all Parties, in writing; or
- (ii) upon dissolution of the Agency and the winding up of its affairs.

Notwithstanding any other provision of this Agreement, this Section and the following Sections hereof will survive the expiration or any earlier termination of this Agreement.

SECTION 7.4. SURVIVAL. Sections 3.2.3, 4.5, 4.6, 5.4, 5.5 and 6.2 through 6.7 shall survive termination of this Agreement.

ARTICLE VIII. MISCELLANEOUS PROVISIONS.

SECTION 8.1. AGENCY'S CONTRACTUAL AUTHORITY. The Agency may contract with one or more Participating Public Entities to carry out one or more of the responsibilities of the Agency under this Agreement.

SECTION 8.2. COVENANTS OF THE AGENCY.

8.2.1. BEST EFFORTS REQUIRED. The Agency shall use its best efforts to provide the services and undertake the actions required by this Agreement. The Agency covenants and agrees that it will operate, maintain and manage the Agency or cause the same to be operated, maintained and managed in an efficient and economical manner, consistent with prudent business practices.

8.2.2. ENFORCEMENT. The Agency shall diligently enforce and take all reasonable steps, actions and proceedings necessary for the enforcement of all terms, covenants and provisions of this Agreement.

SECTION 8.3. COMPLIANCE WITH APPLICABLE LAW. The Agency shall exercise its rights and powers hereunder in a manner that is consistent with applicable law, including provisions of federal tax law relating to its Debt.

SECTION 8.4. REMEDIES IN THE EVENT OF DEFAULT.

(1) If any Participating Public Entity fails or defaults in meeting the terms, conditions and covenants of this Agreement and such default continues for a period of fifteen (15) days, the Agency shall give notice (in the manner contemplated by Section 8.12 of this Agreement) to the Participating Public Entity. The defaulting Participating Public Entity shall, from the date of the mailing of such notice, have a period of thirty (30) days to cure the default.

(2) If any Participating Public Entity fails to make any payment (hereinafter called a default in payment) to the Agency that is required to be made under the provisions of this Agreement, and such default in payment continues for a period of fifteen (15) days, the Agency shall give notice to the Participating Public Entity. The defaulting Participating Public Entity shall, from the date of the mailing of such notice, have a period of thirty (30) days to pay the full amount then due to the Agency, together with interest thereon, as hereinafter provided.

(3) If the Participating Public Entity does not cure its default within such period of thirty (30) days, then, so long as such Participating Public Entity remains in default, and in addition to any other rights which the Agency has under this Agreement and at law and in equity, the Agency may charge to and collect from such Participating Public Entity each calendar month interest on the amount then due, until paid in full. Termination of service hereunder shall not reduce or change the obligation of the defaulting Participating Public Entity under the other provisions of this Agreement.

(4) If the Agency fails or defaults in meeting the terms, conditions and covenants of this Agreement, and such default continues for a period of 15 days after a Participating Public Entity

has given the Agency notice of such default in the manner contemplated in this section, then the Parties shall proceed in accordance with Section 8.10.

SECTION 8.5. INTEREST. In the event that a Participating Public Entity fails to make any payment at the time herein specified, interest on such delinquent amount shall accrue at the rate of ten percent (10%) per annum, or if less, the maximum amount allowed by law, from the date such payment becomes due until paid in full, and the Agency may institute a proceeding for a mandatory injunction requiring the payment of the amount due and interest thereon, such action to be instituted in a court of competent jurisdiction.

SECTION 8.6. DUE DATES. Payments required to be made by a Participating Public Entity under the terms of this Agreement shall be due and payable within thirty (30) days following the date the Agency renders the bill, and the Participating Public Entity shall have no right of setoff, recoupment or counterclaim against any payment required to be made hereunder. Should a dispute arise as between any party to this Agreement, each Party shall nevertheless be obligated pay such amounts as may not be in dispute pending the resolution of such dispute, provided a Party may elect to pay any disputed amount. If the Party elects not to pay the amount in dispute and the dispute is resolved against such Party, the amount ultimately found to be due plus interest at 10% per annum, or, if less, the maximum amount allowed by law (calculated from the date the same was originally due) shall be paid by the Party within 15 days of the resolution of the controversy. Attorneys' fees shall be assessed as court costs.

SECTION 8.7. ASSIGNMENT RIGHTS OF A PARTY. Neither the Agency nor a Participating Public Entity may assign any of its rights under this Agreement to another entity unless such assignment is approved by all Parties to this Agreement. Such approval shall not be unreasonably withheld.

SECTION 8.8. FORCE MAJEURE. If for any reason of "force majeure" any of the Parties hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Agreement, other than the obligation of a Participating Public Entity to make the payments required under the terms of this Agreement, then if such Party shall give notice and the full particulars of such reasons in writing to the other Party within a reasonable time after the occurrence of the event or cause relied on; the obligation of the Party giving such notice, so far as it is affected by such "force majeure," shall be suspended during the continuance of the inability then claimed, but for no longer period, and such Party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders or actions of any kind of the Government of the United States or of the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, restraints of government and people, civil disturbances, explosions, breakage or accident to dams, machinery, pipelines, or canals or other structures or machinery, on account of any other cause not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any "force majeure" shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing parties when such settlement is unfavorable to it in the judgment of the Party having the difficulty.

SECTION 8.9. GOVERNMENTAL RULES, REGULATIONS AND LAWS. The Agreement shall be subject to all valid rules, regulations and laws applicable thereto, as promulgated by the United States of America, the State of Texas, or any other governmental body or agency having lawful jurisdiction or any authorized representative or agency of any of them.

SECTION 8.10. GOVERNING LAW AND DISPUTE RESOLUTION. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. With the exception solely for a claim seeking equitable relief, any dispute, need of interpretation, claim, counterclaim, demand, cause of action, or other controversy arising out of or relating to this Agreement or the relationship established by this Agreement, any provision hereof, the alleged breach thereof, or in any way relating to the subject matter of this Agreement, involving the Parties and/or their respective representatives (for purposes of this Section 8.10 only, collectively, the "Claims"), even though some or all of such Claims allegedly are extra-contractual in nature, whether such Claims sound in contract, tort, or otherwise, at law, under state or federal law, whether provided by statute or the common law, for damage, shall be resolved by binding arbitration before a panel of three arbitrators in accordance with this Section 8.10. Arbitration shall be conducted in accordance with the rules of arbitration of the Texas General Arbitration Act, Tex. Civ. Prac. & Rem. Code Sec. 171.001 et seq. and, to the extent an issue is not addressed by the Texas arbitration law, by the Comprehensive Arbitration Rules & Procedures promulgated by Judicial Arbitration and Mediation Services ("JAMS") as the same may be in effect from time to time to the extent not in conflict with this Section 8.10 and shall be subject to the Texas General Arbitration Act. The Parties shall request a list of twelve neutrals from JAMS and each party shall be entitled to exercise one strike from the list and report such strike to JAMS. If a party fails to timely exercise its strike, the party shall forfeit its strike. Upon receiving the list of neutrals from JAMS after the exercise of strikes, each Party shall designate its preferred candidates for serving as neutrals in order of priority, and the three neutrals receiving the highest aggregate priority score shall be designated as the appointed neutrals for the dispute. The Chair shall be the neutral receiving the highest aggregate priority score. In the event of a tie, the neutral who has served the longest tenure as a state or federal judge (or if no such person is available the person who has served as Chair of the most arbitrations where an award was rendered following hearing on the merits) shall be selected as a member of the panel or Chair as the case may be. In exercising its strikes or prioritization, a party shall have twenty-four hours (exclusive of hours falling on Saturday, Sunday or federal holidays) to exercise its strikes or provide its priority scoring to JAMS. If a Party fails to designate its prioritization of neutrals within the time specified, the appointment shall be based upon the highest aggregate priority score from those designations that are provided in a timely fashion. Each Party shall pay its pro rata share of the expenses incurred by the appointed arbitrators.

In the event that JAMS is unable to provide a list of twelve neutrals, the parties shall request a list of twelve neutrals from the American Arbitration Association and shall use the procedures provided in the prior paragraph except that to the extent an issue is not addressed by the Texas arbitration law, by the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association as the same may be in effect from time to time to the extent not in conflict with this Section 8.10 and shall be subject to the Texas General Arbitration Act.

The validity, construction, and interpretation of the arbitration provisions of this Agreement and all procedural aspects of the arbitration conducted pursuant hereto, shall be decided by the

arbitrator. In deciding the substance of the Parties' Claims and defenses, the arbitrator shall refer to the governing law. Only damages allowed pursuant to this Agreement may be awarded and, without limitation of the foregoing, the arbitrator shall have no authority to award damages contravening in any way the limitation of liability agreed to by the Parties pursuant to this Agreement. The arbitration shall take place in Waco, Texas. It is understood and agreed that judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. It is agreed that the arbitrator shall not have the authority to make rulings of law other than rulings as to the interpretation of this Agreement.

SECTION 8.11. WAIVER OF JURY TRIAL. Each Party expressly waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any proceedings relating to this Agreement or any dispute between the Parties arising in connection with any aspect of this Agreement, and acknowledges that this waiver is a material inducement to the other Parties' entering into this Agreement. However, if the Parties in dispute unanimously agree to submission of their dispute to a court of law as an alternative to arbitration, it is agreed that such Parties may have a non-jury bench trial in respect of any proceedings relating to this Agreement or any such dispute.

SECTION 8.12. NOTICES. Any notice, request, demand, statement or bill provided for in this Agreement shall be in writing and shall be considered to have been duly delivered when sent by registered or certified mail, or by nationally recognized courier service, addressed as follows, unless another address has been designated, in writing, by the Party entitled to receive same:

Texas Municipal Power Agency
12824 FM 244
Anderson, Texas 77830
936-873-1123
Attention: General Manager

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

With copy to:

General Manager
Bryan Texas Utilities
205 E. 28th Street
Bryan, TX 77803

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

With copy to:

General Manager
Denton Municipal Electric
1659 Spencer Road
Denton, Texas 76205

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

With copy to:

General Manager and CEO
Garland Power & Light
217 N. 5th Street
Garland, Texas 75040

Deputy General Manager and COO
Garland Power & Light
217 N. 5th Street
Garland, Texas 75040

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

With Copy to:

General Manager
GEUS
6000 Joe Ramsey Blvd.
Greenville, Texas 75402

SECTION 8.13. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall constitute an original but both or all of which, when taken together, shall constitute but one instrument. This Agreement may be delivered by the exchange of signed signature pages by facsimile transmission or by attaching a pdf copy to an email, and

any printed or copied version of any signature page so delivered shall have the same force and effect as an originally signed version of such signature page.

SECTION 8.14. GENERAL.

8.14.1. GOVERNING LAW.

(i) This Agreement and all rights and obligations of the Parties hereunder are subject to all applicable State and Federal laws and all applicable duly promulgated orders and regulations and duly authorized actions taken by the executive, legislative or judicial branches of government, or any of their respective agencies, city councils, public utility boards, departments, authorities or other instrumentalities having jurisdiction.

(ii) This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and shall be exclusively enforced in accordance with the laws of the State of Texas. It is agreed that the provisions and obligations of this Agreement are performable in Waco, McLennan County, Texas. Venue shall lie for any lawsuit dealing with this Agreement in the appropriate state district courts in and for McLennan County, Texas.

(iii) Should a Party or Parties to this Agreement commence an arbitration or, by unanimous agreement between the disputing Parties, the allowed limited legal proceedings against another Party or Parties to enforce the terms and provisions of this Agreement, the Party or Parties who do not prevail in the proceeding(s) shall pay a reasonable amount of attorney's fees and expenses (including, but not limited to expert witness fees and deposition expenses) incurred by the prevailing Party or Parties.

8.14.2. RELATIONSHIP OF THE PARTIES. Nothing in this Agreement is intended to create a partnership, joint venture or other joint legal entity making any Party jointly or severally liable for the acts of the other Party. Each Party shall be solely liable for the payment of all wages, taxes, and other costs related to the employment of persons by that Party to perform under this Agreement, including all federal, state, and local income, social security, payroll and employment taxes and statutorily mandated workers' compensation coverage. None of the persons employed by any Party shall be considered employees of any other Party for any purpose; nor shall any Party represent to any person that such persons are or shall become employees of any other Party.

8.14.3. ENTIRE AGREEMENT. This Agreement, including all schedules made part hereof, is the Parties' complete and exclusive statement of the terms of the Agreement and the matters contemplated herein. Except as expressly provided in Section 1.4, all prior written and oral understandings, offers or other communications of every kind pertaining to the subject matter of this Agreement are hereby superseded. It is understood and agreed that this Agreement contains the entire Agreement between the Parties and, except as expressly provided in Section 1.4, supersedes any and all prior agreements, arrangements or understandings between the Parties relating to the subject matter. This Agreement cannot be changed or terminated orally and no written modification of this Agreement shall be effective unless executed and signed by all Parties.

8.14.4. WAIVER. Delay by any Party in enforcing its rights under this Agreement shall not be deemed a waiver of such rights. The failure of a Party to this Agreement to insist, on

any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

8.14.5. SEVERABILITY/MATERIAL ADVERSE CHANGE. If the federal government or the State of Texas adopts, enacts, or otherwise imposes a new law, rule or regulation which either makes a Party's performance under this Agreement unlawful or makes this Agreement unenforceable, and such governmental action does not constitute a force majeure event under Section 8.8 of this Agreement, (i) the remainder of the terms, conditions, covenants restrictions and other provisions of this Agreement shall remain in full force and effect unless such an interpretation would materially alter the rights and privileges of any Party hereto; and (ii) the Parties shall negotiate in good faith to amend the terms of this Agreement and to determine the appropriate changes, if any, so that any Party affected by such change in law or regulation is able to lawfully perform the entirety of its obligations without materially adversely affecting the financial benefit hereunder to any other Party.

8.14.6. HEADINGS AND CAPTIONS. Section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. Whenever used herein the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

8.14.7. NO THIRD-PARTY BENEFICIARIES. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein undertaken and assumed are solely for the use and benefit of the Parties, their successors-in-interest and, where permitted, their assigns.

8.14.8. ACKNOWLEDGMENT OF THE PURPOSES OF THE AGREEMENT AND APPLICATION OF TEX. LOCAL GOVT. CODE CHAPTER 271. The Participating Public Entities acknowledge and agree that this Agreement is a contract entered into by them in their proprietary capacities for the provision of public utility services, namely the acquisition of power and energy and associated transmission services by the Participating Public Entities to be supplied to their respective municipal utilities through TMPA, a joint powers agency created by them. Each of the Parties acknowledge and agree that the execution and performance of this Agreement is within its authority and authorized by Chapter 163, Subchapter C-1, of the Public Utilities Code. The Parties further acknowledge and agree that this Agreement is (i) a contract for the sale of goods and services between TMPA and the Participating Public Entities, within the definition of "contract subject to this subchapter" as defined in Tex. Local Govt. Code § 271.151(2)(A), and (ii) entered into by each of the Parties with the further acknowledgment that all terms hereof are intended be enforceable as between the Parties.

8.14.9. CONSTRUCTION OF AGREEMENT. The Parties acknowledge and agree that this Agreement has been negotiated at arm's length and has been drafted and negotiated by all Parties and their respective legal counsel from the date of the inception of negotiations until the execution of this final Agreement by the Parties' authorized representatives. Accordingly, the Parties agree that none of them may be properly deemed to be the author of this Agreement, and

further agree that no Party shall be presumptively entitled to have any provision of this Agreement construed against the other. The Parties acknowledge and agree that this Agreement shall be interpreted in accordance with Texas law governing the construction of contracts negotiated on an arm's length basis between sophisticated parties, with each represented by legal counsel.

This Agreement shall become effective as of September 1, 2016, upon execution by the Agency and each Participating Public Entity, all by the proper officer duly authorized by the Agency and each Participating Public Entity to execute this Agreement for an on behalf of the executing Party.

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: _____

SCHEDULE A – GENERATION ASSETS

SCHEDULE B – MINING ASSETS

SCHEDULE C – TRANSMISSION ASSETS

SCHEDULE D – ADMINISTRATIVE ASSETS AND ALLOCATIONS

SCHEDULE E – PROPORTIONAL SHARES OF EACH PARTICIPATING PUBLIC ENTITY
AS OF SEPTEMBER 30, 2015

SCHEDULE F – DECOMMISSIONING ESCROW AGREEMENT

SCHEDULE G – MINE RECLAMATION PLAN

SCHEDULE H – INDEMNITY ESCROW AGREEMENT

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Texas Municipal Power Agency

Power Production Assets Detail Schedule as of 9/30/2015

Asset ID	Asset Description	Place in Service Date	Cost Basis	LTD Depreciation Amount	Net Book Value
310005005-1	PLANT & LAKE LAND/LAND RIGHTS	12/1/1993	238,794	0	238,794
310005005-2	PLANT & LAKE LAND/LAND RIGHTS	12/1/1993	392,948	0	392,948
310005005-3	PLANT & LAKE LAND/LAND RIGHTS	12/1/1993	152,158	0	152,158
E105000-6	Rail Spur Land	9/30/2012	6,681,408	0	6,681,408
			7,465,309	0	7,465,309
311001005-1	BOILER STRUCTURE	10/1/1983	18,889,751	14,558,281	4,331,470
311001005-8	Passenger Elevator Door Assembly Replace	11/30/2012	11,550	11,550	0
311001010-3	TURBINE BUILDING	10/1/1983	217,511	217,511	0
311001010-5	SWITCHYARD CABLE REPLACEMENT	10/31/2007	848,068	848,068	0
311001010-6	FIRE PROTECTION UPGRADES	4/18/2008	378,997	378,997	0
311001010-7	MAIN CONTROL ROOM REFURBISHMENT	4/7/2008	125,920	125,920	0
311001010-8	HVAC Upgrade	10/31/2013	99,236	99,236	0
311001015-2	AUXILIARY CONTROL BUILDING	10/1/1983	4,398	4,398	0
311010005-2	FGD BUILDING & STRUCTURES	10/1/1983	7,611	7,611	0
311010010-1	PLANT BUILDING UPGRADE	6/30/2000	140,937	140,937	0
311010010-3	Coal Conveyor Fire Protection	9/30/2010	95,437	95,437	0
311010010-4	FY09 FACILITY RENEWAL - ROOFING	2/28/2011	113,633	113,633	0
311010010-5	HVAC Upgrade	10/31/2013	231,552	231,552	0
311010050-3	PLANT PAINTING PROJECT-PHASE III	6/19/2000	73,655	73,655	0
311010055-1	GAS STORAGE BUILDING	10/1/1983	10,913	10,913	0
311010055-2	OTHER MINOR BLDG & STRUCTURES	10/1/1983	153,697	153,697	0
311010055-4	OTHER MINOR BLDG & STRUCTURES	10/1/1983	3,372	3,372	0
311010055-5	OTHER MINOR BLDG & STRUCTURES	10/1/1983	2,005	2,005	0
311010055-6	OTHER MINOR BLDG & STRUCTURES	10/1/1983	134,076	134,076	0
311010060-1	FY09 FACILITY RENEWAL - HVAC	2/28/2011	24,552	24,552	0
311020005-5	DREDGE & PIPING	8/31/1995	487	487	0
311020010-2	SLUDGE COLLECTION POND	8/31/1995	22,431	22,431	0
311020010-3	Leachate Control-Site F Landfill	10/31/2004	47,017	47,017	0
311020020-5	PLANT RESEV. SPILLWAY GATE REPAIR	5/31/1998	24,252	24,252	0
311020020-7	LAKE, DAM & WEIR WORK	6/27/2003	139,421	139,421	0
311020025-2	316b Compliance Project	9/30/2011	61,955	61,955	0
311020025-3	Traveling Water Screens Refurbishment	12/31/2012	631,948	631,948	0
311020045-2	SITE A LANDFILL CLOSURE	9/30/1998	39,341	39,341	0
311020045-3	SITE "F" LANDFILL CELL	11/30/2004	123,361	123,361	0
311030005-1	Stormwater Runoff Control Project	4/19/2004	277,616	277,616	0
311030020-2	Plant Road & Culvert Repair	9/30/2008	148,743	148,743	0
311030025-5	RAILROADS	10/1/1983	98,260	98,260	0
311030026-1	RAIL SPUR - ENGINEERING COSTS	5/29/2007	1,916,252	1,916,252	0
311030030-1	SEWER LIFT STATION UPGRADE	9/1/2008	153,713	153,713	0
311030030-2	Sewage Treatment Upgrade	3/31/2009	26,276	26,276	0
311030035-10	Facility Renewals - FY 11	8/31/2012	113,797	113,797	0
311030035-4	UPDATE EARLY WARNING SYSTEM LOGGER	11/30/2004	14,129	14,129	0
311030035-5	NERC Security Requirements Project	12/12/2005	97,426	97,426	0
311030035-6	FACILITY RENEWAL PROJECT-FY06	1/31/2008	175,115	175,115	0
311030035-7	FACILITY RENEWALS PROJECT-FY07	1/31/2008	90,821	90,821	0
311030035-8	FACILITY RENEWALS PROJECT-FY10	4/30/2010	99,832	99,832	0
311030035-9	FY 08 FACILITY RENEWAL PROJECT	9/30/2010	94,403	94,403	0
311030030-3	Sanitary sewer system	4/30/2011	2,283	568	1,715
311001005-5	BOILER STRUCTURE	10/1/1983	1,857	1,136	721
311010005-4	Scrubber Refurbishment	9/30/2013	15,235	1,931	13,304
311010050-1	PIPE RACK	10/1/1983	2,507	1,932	575
311010045-1	ALTIMORE WAREHOUSE	10/1/1983	5,431	4,185	1,245
311030022-2	SITE F LANDFILL DEVELOPMENT	9/30/1997	6,859	4,210	2,649
311010045-3	ALTIMORE WAREHOUSE	10/1/1983	8,751	4,871	3,880
311010025-2	PLANT STORAGE WAREHOUSE # 6 & 8	10/1/1983	12,478	6,946	5,532
311020020-6	SPILLWAY PLATFORM	10/1/1983	12,698	7,278	5,419
311030035-1	MISC SITE AND IMPROVEMENTS	10/1/1983	12,124	8,183	3,940
311010050-2	PLANT PAINTING PROJECT-PHASE III	10/1/1983	15,485	8,619	6,866
311030005-2	Stormwater Runoff Control Project	4/19/2004	22,586	9,801	12,785
311050015-3	Scrubber Refurbishment	9/30/2013	78,307	9,924	68,383
311001010-4	TURBINE BUILDING	10/1/1983	55,304	30,784	24,520
311010030-1	PLANT STORAGE WAREHOUSE # 10 & 11	10/1/1983	42,501	32,755	9,745
311020035-2	RECIRCULATION CANAL	10/1/1983	48,839	32,967	15,873
311020020-4	PLANT RESEV. SPILLWAY GATE REPAIR	5/31/1998	69,107	40,507	28,600
311010055-3	PLANT PAINTING PROJECT-PHASE II	6/30/1999	75,816	42,553	33,263
311010050-4	PLANT PAINTING PROJECT-PHASE III	6/19/2000	79,536	42,738	36,798
311001005-4	BOILER STRUCTURE	10/1/1983	83,229	51,638	31,591
311020020-3	EARTHEN DAM & SPILLWAY	10/1/1983	77,393	52,241	25,153
311030040-1	COAL YARD LIGHTING	10/1/1983	99,841	57,228	42,613
311020005-2	ASH DETENTION PONDS	10/1/1983	102,228	68,472	33,755
311001005-7	Boiler Structure (elevators)	4/30/2011	276,105	68,723	207,382
311030022-1	SITE F LANDFILL DEVELOPMENT	9/30/1997	117,939	69,979	47,961
311020005-3	ASH DETENTION PONDS	10/1/1983	107,797	70,588	37,209
311020005-4	ASH DETENTION PONDS	10/1/1983	126,342	81,683	44,659
311030015-1	PAVED SURFACES OTHER THAN ROADS	10/1/1983	136,014	91,810	44,204
311020020-2	EARTHEN DAM & SPILLWAY	10/1/1983	137,469	92,967	44,502
311001010-2	TURBINE BUILDING	10/1/1983	147,802	97,798	50,004
311030025-4	RAIL TRACK & R.O.W. IMPROVEMENTS	10/1/1983	213,678	122,478	91,201
311010010-2	PLANT BUILDING UPGRADE	6/30/2000	229,701	123,427	106,274

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311030025-3	RAILROADS	10/1/1983	251,239	153,719	97,520
311030025-2	RAILROADS	10/1/1983	245,915	165,994	79,922
311001005-6	BOILER STRUCTURE	10/1/1983	364,205	202,728	161,478
311020015-2	PLANT COLLECTION POND	10/1/1983	334,069	215,983	118,086
311010045-2	ALTIMORE WAREHOUSE	10/1/1983	415,386	274,854	140,531
311050005-1	SUMP 22 AND DISCHARGE LINE	10/1/1983	380,831	293,506	87,326
311050015-2	Other sumps and discharge lines	4/30/2011	1,382,786	344,179	1,038,607
311020045-1	SITE A LANDFILL CLOSURE	9/30/1998	620,978	356,894	264,084
311010025-1	PLANT STORAGE WAREHOUSE # 6 & 7	10/1/1983	468,033	360,712	107,321
311001005-2	BOILER STRUCTURE	10/1/1983	559,250	370,047	189,203
311050010-1	SUMP 25 AND DISCHARGE LINE	10/1/1983	526,632	405,873	120,758
311050005-2	SUMP 22 AND DISCHARGE LINE	10/1/1983	776,196	497,032	279,164
311001005-3	BOILER STRUCTURE	10/1/1983	809,677	502,353	307,324
311020010-1	SLUDGE COLLECTION POND	10/1/1983	1,070,133	824,748	245,384
311030035-3	SITE F LANDFILL	10/1/1983	1,397,008	829,028	567,979
311010035-1	BREAKER BUILDING	10/1/1983	1,156,084	890,991	265,093
311030035-2	MISC SITE AND IMPROVEMENTS	10/1/1983	1,589,132	1,040,605	548,527
311050015-1	OTHER SUMPS & DISCHARGE LINES	10/1/1983	1,624,587	1,252,065	372,522
311020015-1	PLANT COLLECTION POND	10/1/1983	1,691,276	1,303,462	387,814
311010005-1	FGD BUILDING & STRUCTURES	10/1/1983	1,917,581	1,477,874	439,706
311020040-1	PLANT DISCHARGE STRUCTURE	10/1/1983	1,992,086	1,535,295	456,791
311020035-1	RECIRCULATION CANAL	10/1/1983	2,231,446	1,719,769	511,676
311030020-1	ROADS	10/1/1983	3,181,500	2,083,329	1,098,171
311010005-3	FGD building & structure (dewatering)	4/30/2011	8,770,072	2,182,891	6,587,180
311001015-1	AUXILIARY CONTROL BUILDING	10/1/1983	3,213,605	2,476,716	736,888
311020030-1	RIVER INTAKE STRUCTURE & LINE	10/1/1983	3,372,578	2,599,237	773,341
311020005-1	ASH DETENTION PONDS	10/1/1983	4,416,640	3,403,892	1,012,747
311030025-1	RAILROADS	10/1/1983	4,482,305	3,452,186	1,030,119
311020025-1	PLANT INTAKE STRUCTURE	10/1/1983	6,184,412	4,766,310	1,418,102
311001010-1	TURBINE BUILDING	10/1/1983	14,729,843	11,352,250	3,377,592
311020020-1	EARTHEN DAM & SPILLWAY	10/1/1983	22,635,053	17,444,775	5,190,278
			121,177,245	87,752,218	33,425,027
312001005-1	WATERWALLS	10/1/1983	7,738,604	5,964,122	1,774,482
312001005-3	WATERWALLS	10/1/1983	664,565	664,565	0
312001005-4	PULVERIZER DISCHARGE VALVE & ASSEMB	10/1/1983	523	523	0
312001005-5	BOILER WATERWALL TUBE REPLACEMENT	6/30/2000	425,845	425,845	0
312001005-6	PULVERIZER JOURNAL HEAD REPLACEMENT	11/27/2006	525,620	525,620	0
312001005-7	BOILER WATERWALL & INSULATION REPL	9/30/2008	958,536	958,536	0
312001005-7	BOILER WATERWALL TUBE & INSULATION REPL	5/31/2011	704,305	704,305	0
312001005-7	Boiler Waterwall & Insulation Replacemen	9/30/2011	1,564,509	1,564,509	0
312001005-8	Air Heater Basket Replacement	7/31/2011	2,109,015	2,109,015	0
312001005-9	Boiler Component Replacement	8/31/2013	223,707	223,707	0
312001010-2	MAIN BOILER DRUM	10/1/1983	429,630	429,630	0
312001010-3	Drum level indication & controls repl	2/28/2014	99,331	99,331	0
312001020-2	REPL BOILER ECONOMIZER SECTION	8/24/2004	2,885,613	2,885,613	0
312001025-6	BOILER ATTACHMENTS	10/1/1983	345,050	345,050	0
312001025-7	Boiler Component Replacement	8/31/2013	418,548	418,548	0
312001030-2	BOILER PENTHOUSE REFRACTORY	6/30/2000	227,508	227,508	0
312001030-4	Boiler Component Replacement	8/31/2013	14,433	14,433	0
312001040-4	SOOT BLOWER EQUIPMENT	10/1/1983	460	460	0
312001040-5	Intelligent Soot Blowing System	5/30/2006	159,169	159,169	0
312001040-6	Boiler Component Replacement	8/31/2013	64,947	64,947	0
312001045-2	BOILER WATER CIR. PUMP/MOTOR STACK/REWIND	5/31/2010	617,057	617,057	0
312001045-4	CWS Piping Refurbishment	6/30/2013	131,564	131,564	0
312001055-10	Pulverizer Feeder Control Replacement	8/31/2012	378,832	378,832	0
312001055-3	PULVERIZER	10/2/1983	220,206	220,206	0
312001055-5	PULVERIZER	10/2/1983	52,792	52,792	0
312001055-6	PULVERIZER	10/2/1983	219,158	219,158	0
312001055-9	Pulverizer Spring Conversion	10/31/2004	444,183	444,183	0
312001060-7	Boiler Oxygen Monitor Replacement	6/30/2008	89,978	89,978	0
312001065-2	FUEL PIPE ELBOW REPLACEMENT	10/2/1983	571,646	571,646	0
312001065-3	COAL PIPING	10/2/1983	61,550	61,550	0
312001999-1	BOILER OPTIMIZATION FOR PRB CONVERS.	5/31/2000	256,416	256,416	0
312001999-2	Online Performance & Advanced Control	9/30/2008	256,658	256,658	0
312001999-2	ONLINE PERFORMANCE & ADVANCED CONTROL SY	9/30/2009	286,072	286,072	0
312001999-2	Online Performance & Advanced Control Sy	9/30/2010	279,393	279,393	0
312005005-2	AIR HEATER BASKET REPLACEMENT	10/1/1983	265,308	265,308	0
312005005-4	AIR HEATER BASKET REPLACEMENT	6/30/2000	843,212	843,212	0
312005005-5	REPLACE & WASH AIR HEATER BASKETS	6/30/2000	547,565	547,565	0
312010005-2	Precipitator Refurbishment	10/31/2004	576,898	576,898	0
312010005-3	Precipitator Refurbishment Project	9/25/2006	170,755	170,755	0
312010005-4	Precipitator Structure and Elect Refurb	2/7/2013	413,104	413,104	0
312010010-4	PLANT PAINTING PROJECT-PHASE III	6/19/2000	196,412	196,412	0
312010010-6	Boiler Feed Pump Turbine Bucket Repl	9/30/2010	850,440	850,440	0
312015005-3	Scrubber Engineering Study	9/20/2005	85,000	85,000	0
312020005-3	Stack Elevator Replacement	1/31/2014	275,838	275,838	0
312020005-4	Stack Lighting Replacement	2/28/2014	150,229	150,229	0
312020015-2	DUCT REPLACEMENT/PRIMARY AIR FORCE	10/1/1983	68,377	68,377	0
312020020-2	AIR FAN MOTOR	10/1/1983	136,897	136,897	0

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312020020-3	DUCT REPLACEMENT/PRIMARY AIR FORCE	10/1/1983	339,138	339,138	0
312020025-2	INSULATED DUCTWORK	10/1/1983	1,573,084	1,573,084	0
312020025-3	INSULATED DUCTWORK	10/1/1983	468,666	468,666	0
312020025-4	SCRUBBER RENEWAL DUCT STACKUP	10/1/1983	865,638	865,638	0
312020025-6	SCRUBBER RENEWAL PROJECT	10/1/1983	7,882	7,882	0
312020025-8	GAS DUCT TO AIR HEATER REFURBISHMENT	4/9/2008	1,030,319	1,030,319	0
312020025-8	BOILER BACKPASS DUCT REFURBISHMENT	9/30/2009	165,265	165,265	0
312020025-8	Boiler Backpass Duct Refurbishment	8/31/2010	1,880	1,880	0
312020025-9	Hot & Cold Air Duct Refurbishment	3/7/2009	761,630	761,630	0
312025001-3	COAL RAILCAR DUMPER & EQUIPMENT	9/30/1996	250	250	0
312025010-2	BELT SCALES FOR CONVEYORS 8 & 24	9/30/2008	212,998	212,998	0
312025012-3	PLANT PAINTING PROJECT-PHASE III	10/1/1983	24,552	24,552	0
312025014-4	PLANT PAINTING PROJECT-PHASE III	10/1/1983	49,103	49,103	0
312025034-2	LIGNITE CONVEYOR #9A	10/1/1983	63,881	63,881	0
312025034-3	LIGNITE CONVEYOR #9A	10/1/1983	698	698	0
312025034-4	LIGNITE CONVEYOR #9A	10/1/1983	80,891	80,891	0
312025034-5	PLANT PAINTING PROJECT-PHASE III	10/1/1983	14,731	14,731	0
312025036-2	LIGNITE CONVEYOR #10 A3	10/1/1983	10	10	0
312025038-2	LIGNITE CONVEYOR #11 A1	10/1/1983	17,809	17,809	0
312030010-2	PLANT PAINTING PROJECT-PHASE III	10/1/1983	132,578	132,578	0
312035005-2	SLUDGE FILTRATION SYSTEM	10/1/1983	132,300	132,300	0
312035010-3	FLY ASH TRANFER EQUIPMENT	10/1/1983	296,519	296,519	0
312040010-4	'B' FLY ASH BLOWER CONTROLS BETTERMENT	12/31/2003	22,908	22,908	0
312040010-5	REPL TWO FLYASH BLOWER CONTROL PANELS	8/24/2004	47,016	47,016	0
312040010-6	REPL "B" FLY ASH BLOWER MOTOR	8/24/2004	74,892	74,892	0
312040015-2	HYDROBIN REFURBISHMENT	6/30/2000	229,323	229,323	0
312040030-2	PYRITES SYSTEM	10/1/1983	39,566	39,566	0
312040045-2	REPL OF AWS & SWS PIPING	6/30/2000	104,224	104,224	0
312040045-3	ASH WATER SUPPLY PUMP COMPLEX	10/1/1983	94,515	94,515	0
312040050-2	OTHER ASH WATER PIPING	10/1/1983	68,404	68,404	0
312040050-3	REPL AWS & SWS PIPING	12/31/2003	6,690	6,690	0
312045005-4	BOILER HIGH ENERGY HANGER/PIPING INSPEC.	9/30/2007	850,771	850,771	0
312045010-2	REHEAT PIPING	10/1/1983	247,605	247,605	0
312045015-3	Phase I Plant Underground Piping Replace	7/31/2011	918,115	918,115	0
312050005-3	BOILER AREA DRIP, DRAIN & VENTS	10/1/1983	51,122	51,122	0
312055005-4	Burner Management Upgrade	6/30/2010	1,412,460	1,412,460	0
312060005-2	ULTRA FILTRATION WATER TREATMENT	5/29/2007	272,492	272,492	0
312060010-3	DEMINEALIZER WATER SYSTEM	10/1/1983	49,796	49,796	0
312060010-4	DEMINEALIZER WATER SYSTEM	10/1/1983	197,608	197,608	0
312065005-2	FEEDWATER HEATERS	10/1/1983	41,478	41,478	0
312065005-3	FEEDWATER HEATERS	10/1/1983	597,951	597,951	0
312065010-2	DEAERATOR UPGRADE	10/1/1983	214,814	214,814	0
312065015-3	A&B BFPT/BFP Heat Exchangers	9/30/2011	206,933	206,933	0
312065015-4	Boiler Feed Pump Restoration	12/31/2012	790,433	790,433	0
312080005-1	FUEL GAS SUPPLY FIRING ADDITION	3/31/1996	3,256,149	3,256,149	0
312080005-2	FUEL GAS SUPPLY FIRING ADDITION	3/31/1996	966	966	0
312001025-3	BOILER ATTACHMENTS	10/1/1983	25	16	8
312015080-2	Scrubber Refurbishment	9/30/2013	2,465	342	2,123
312020025-5	SCRUBBER RENEWAL PROJECT	10/1/1983	718	439	279
312015015-5	Scrubber Refurbishment	9/30/2013	4,844	614	4,230
312015010-4	Scrubber Refurbishment	9/30/2013	8,270	1,048	7,222
312025006-2	SECONDARY CRUSHER BLDG & EQUIP	10/1/1983	1,395	1,395	0
312001075-4	POWER SUPPLY STUDY	10/1/1983	2,745	1,611	1,134
312001055-8	PULVERIZER	10/2/1983	3,529	1,648	1,881
312015040-3	Scrubber Refurbishment	9/30/2013	16,397	2,078	14,319
312045005-3	CRITICAL STEAM PIPING EVALUATION	10/1/1983	4,397	2,690	1,707
312070005-2	FUEL OIL STORAGE TANK	10/1/1983	7,008	4,348	2,660
312025016-2	LIGNITE DUST CONTROL SYSTEM	10/1/1983	4,774	4,774	0
31201045	Circulating Water Pump Motor Replacement	5/6/2015	202,409	4,891	197,518
312015085-1	Scrubber Purge Chemical System	4/30/2011	32,071	7,983	24,088
312001040-2	SUPERHEATER ADDITION	10/1/1983	14,100	8,367	5,733
312025034-6	PLANT PAINTING PROJECT-PHASE III	7/31/2000	15,907	9,489	6,419
312025014-3	JUNCTION TRIPPER 1 & 2	10/1/1983	20,776	11,524	9,252
312020010-2	INDUCED DRAFT FAN	3/31/1996	22,523	11,698	10,825
312020005-5	Scrubber Refurbishment	9/30/2013	101,259	12,833	88,426
312025012-5	PLANT PAINTING PROJECT-PHASE III	7/31/2000	26,512	15,814	10,698
312045015-2	AUXILIARY STEAM PIPING	10/1/1983	26,770	17,307	9,463
312055005-3	BOILER BACKPASS INSTRUMENTATION	10/1/1983	30,474	17,467	13,007
312035010-2	FLY ASH TRANFER EQUIPMENT	10/1/1983	42,835	28,691	14,144
312025014-6	PLANT PAINTING PROJECT-PHASE III	7/31/2000	53,024	31,628	21,396
312010010-3	PRECIPITATOR	10/1/1983	60,746	33,813	26,933
312050005-2	BOILER AREA DRIP, DRAIN & VENTS	10/1/1983	55,840	34,645	21,195
312040030-3	PYRITES SYSTEM MODIFICATIONS	10/1/1983	72,744	41,696	31,048
312025014-2	REWORK TRIPPER DRAINS	9/28/1998	78,910	45,352	33,558
312015030-3	SPRAY PUMPS & DRIVES	10/1/1983	52,122	45,495	6,627
312015005-5	Scrubber Refurbishment	9/30/2013	395,480	50,119	345,361
312035015-2	LIGNITE DUST CONTROL SYSTEM	10/1/1983	76,580	50,583	25,997
312025042-2	BOILER BIN SILOS	10/1/1983	58,214	58,214	0
312001055-4	PULVERIZER STEAM INERTING SYSTEM	10/1/1983	119,934	68,745	51,189
312001075-2	BOILER PLANT MISC ITEMS	10/1/1983	111,619	73,727	37,892
312040010-3	PREC. HOPPER HEATER MODIFICATIONS	10/1/1983	137,851	79,014	58,836

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312020035-1	STEAM HEATING COIL AIR PREHEATER	10/1/1983	79,486	79,486	0
312015005-2	SCRUBBER CIVIL/STRUCTURAL	10/1/1983	92,231	81,830	10,402
312030010-3	PLANT PAINTING PROJECT-PHASE III	7/31/2000	143,165	85,396	57,769
312060010-2	DEMINERALIZER WATER SYSTEM	10/1/1983	135,167	86,553	48,614
312040045-1	ASH WATER SUPPLY PUMP COMPLEX	10/1/1983	117,960	90,874	27,085
312005005-3	AIR HEATER BASKET SUPPORT REPL.	10/1/1983	155,426	92,235	63,191
312001060-2	FUEL BURNER ASSEMBLY	10/1/1983	186,676	93,009	93,668
312025002-2	DUST COLLECTION GROUNDING	9/28/1998	168,022	96,567	71,455
312001050-2	GRAVIMETRIC FEEDERS	10/1/1983	153,161	101,344	51,817
312025004-3	PRIMARY BREAKER FEED MODIFICATION	10/1/1983	135,127	104,410	30,717
312001045-3	BOILER WATER CIRC. PUMP (CAPITAL SPARE)	10/29/2010	408,480	105,158	303,322
312055015-2	SCRUBBER CONTROL AND PANELS	10/1/1983	111,315	111,315	0
312020025-7	SCRUBBER ISOLATION & LAYUP	10/1/1983	194,395	111,425	82,970
312010010-5	PLANT PAINTING PROJECT-PHASE III	6/19/2000	212,096	113,967	98,129
312010010-2	PRECIPITATOR	10/1/1983	171,489	114,864	56,625
312020025-10	Insulated Duct work	4/30/2011	469,579	116,879	352,699
312001070-1	NITROGEN PURGE SYSTEM	10/1/1983	153,858	118,578	35,280
312001075-3	POWER SUPPLY STUDY	10/1/1983	203,163	124,304	78,859
312001030-3	BOILER REFRACTORY & INSULATION	10/1/1983	273,329	127,655	145,674
312015045-2	LIMESTONE ADDITIVE SYSTEM	10/1/1983	137,380	137,380	0
312001025-4	CRITICAL STEAM PIPING EVALUATION	10/1/1983	228,897	140,049	88,848
312001055-2	PULVERIZER	3/31/1996	250,864	154,436	96,427
312040010-2	FLY ASH PNEUMATIC REMOVAL	10/1/1983	231,369	156,175	75,194
312015020-2	SECONDARY REACTION TANK & MIXERS	10/1/1983	183,946	160,056	23,890
312001065-1	COAL PIPING	10/1/1983	199,524	160,226	39,298
312055015-3	SCRUBBER CONTROL AND PANELS	10/1/1983	161,473	161,473	0
312001065-5	COAL PIPING	10/1/1983	348,746	162,877	185,869
312045005-2	MAIN STEAM PIPING	10/1/1983	253,333	167,627	85,707
312020010-3	Purchase of Spare ID Fan Motor	7/31/2010	649,800	168,490	481,311
312040035-1	BOTTOM ASH PUMPS	10/1/1983	227,912	175,652	52,261
312025036-1	LIGNITE CONVEYOR #10 A2	10/1/1983	189,505	189,505	0
312040020-1	ECONOMIZER ASH COLLECTION	10/1/1983	191,713	191,713	0
312015035-1	LIMESTONE DAY BIN & ASSOC. EQUIPMENT	10/1/1983	219,480	194,480	25,000
312055030-1	STEAM SAMPLING PIPING	10/1/1983	257,276	198,282	58,994
312015015-2	PRIMARY REACTION TANK AND MIXERS	10/1/1983	223,912	198,659	25,252
312065010-1	DEAERATOR & STORAGE TANK	10/1/1983	258,198	198,992	59,206
312015075-1	Gypsum Stackout system	4/30/2011	872,829	217,249	655,579
312001005-2	WATERWALLS	10/1/1983	346,356	218,202	128,154
312065015-2	BOILER FEEDWATER MODIFICATIONS	10/1/1983	436,297	250,080	186,217
312055020-1	FGD CONTROL AND PANELS	10/1/1983	334,542	257,831	76,711
312040030-1	PYRITES SYSTEM	10/1/1983	337,362	260,004	77,358
312055005-2	BOILER COMBUSTION CONTROL SYSTEM	10/1/1983	438,485	272,052	166,433
312025004-2	LIGNITE DUST CONTROL SYSTEM	10/1/1983	274,601	274,601	0
312001055-7	PULVERIZER	10/2/1983	556,299	277,167	279,131
312070005-1	FUEL OIL STORAGE TANK	10/1/1983	364,402	280,844	83,558
312025016-1	SILO-RECLAIM TRANSFER HOUSE	10/1/1983	296,141	296,141	0
312055015-1	SCRUBBER CONTROL AND PANELS	10/1/1983	338,920	318,920	20,000
312025008-2	LIGNITE DUST CONTROL SYSTEM	10/1/1983	323,181	323,181	0
312060015-1	BOILER CHEMICAL FEED EQUIPMENT	10/1/1983	420,708	324,239	96,469
312025040-1	LIGNITE CONVEYOR #11 A2	10/1/1983	326,873	326,873	0
312001060-6	FUEL BURNER ASSEMBLY	12/31/2003	745,042	328,545	416,497
312025038-1	LIGNITE CONVEYOR #11 A1	10/1/1983	343,358	343,358	0
312030005-2	Limestone unloading facility	4/30/2011	1,380,805	343,686	1,037,120
312070010-1	FUEL OIL PUMPS & PIPING	10/1/1983	462,283	356,280	106,003
312025006-4	LIGNITE DUST CONTROL SYSTEM	10/1/1983	360,027	360,027	0
312001040-3	WATERWALL DESLAGGERS	10/1/1983	649,120	372,067	277,053
312030015-2	Limestone Conveyor L4	4/30/2011	1,521,566	378,721	1,142,844
312001025-2	BOILER ATTACHMENTS	10/1/1983	623,145	414,886	208,259
312025030-1	LIGNITE CONVEYOR #7	10/1/1983	429,393	429,393	0
312015070-1	Reclaim water system	4/30/2011	1,736,710	432,271	1,304,439
312035010-1	FLY ASH TRANSFER EQUIPMENT	10/1/1983	569,061	438,574	130,487
312015045-3	LIMESTONE ADDITIVE SYSTEM	10/1/1983	473,020	473,020	0
312025006-3	SECONDARY CRUSHER BLDG & EQUIP	10/1/1983	485,582	485,582	0
312040055-1	PRB FLY ASH HANDLING SYSTEM	9/30/1996	810,632	497,233	313,399
312015020-1	SECONDARY REACTION TANK & MIXERS	10/1/1983	589,269	544,227	45,042
312020030-1	NON-INSULATED DUCTWORK	10/1/1983	711,235	548,147	163,088
312055025-1	MISC PANELS & INDICATORS	10/1/1983	740,565	570,751	169,814
312045015-1	AUXILIARY STEAM PIPING	10/1/1983	748,422	576,807	171,615
312025010-1	RECLAIM EQUIPMENT	10/1/1983	593,436	593,436	0
312001060-5	FUEL BURNER ASSEMBLY	10/1/1983	1,358,649	630,768	727,881
312015020-3	Secondary reaction tank & mixers	4/30/2011	2,656,808	661,286	1,995,522
312030010-4	Limestone storage bldg (L2&L3)	4/30/2011	2,728,717	679,184	2,049,533
312015045-1	LIMESTONE ADDITIVE SYSTEM	10/1/1983	680,189	680,189	0
312010010-1	PRECIPITATOR	10/1/1983	893,663	688,744	204,919
312060010-1	DEMINERALIZER WATER SYSTEM	10/1/1983	943,753	727,348	216,405
312040040-1	ASH PIPING	10/1/1983	739,307	739,307	0
312015080-1	Scrubber Purge Treatment system	4/30/2011	3,029,672	754,092	2,275,579
312025032-1	LIGNITE CONVEYOR #8A	10/1/1983	756,056	756,056	0
312025012-2	LIGNITE DUST CONTROL SYSTEM	10/1/1983	766,147	766,147	0
312015045-4	Limestone additive systems	4/30/2011	3,316,358	825,449	2,490,909
312055010-1	LIGNITE & LIME CONTROL AND PANELS	10/1/1983	894,138	864,138	30,000

Texas Municipal Power Agency

Power Production Assets Detail Schedule as of 9/30/2015

Asset ID	Asset Description	Place in Service Date	Cost Basis	LTD Depreciation Amount	Net Book Value
312015015-3	PRIMARY REACTION TANK AND MIXERS	10/1/1983	1,009,329	878,242	131,088
312001060-4	FUEL BURNER ASSEMBLY	10/1/1983	1,895,876	883,348	1,012,528
312015055-1	OTHER SCRUBBER PIPING	10/1/1983	892,144	892,144	0
312045020-1	EXTRACTION STEAM PIPING	10/1/1983	1,164,729	897,653	267,076
312030015-1	LIMESTONE CONVEYOR L4	10/1/1983	1,014,656	939,656	75,000
312001010-1	MAIN BOILER DRUM	10/1/1983	1,220,466	940,610	279,856
312025014-1	JUNCTION/TRIPPER 1 A	10/1/1983	962,104	962,104	0
312001030-1	BOILER REFRACTORY & INSULATION	10/1/1983	1,277,141	984,091	293,050
312015030-2	SPRAY PUMPS & DRIVES	10/1/1983	1,136,605	1,013,955	122,650
312035015-1	MIXERS & STACKOUTS	10/1/1983	1,322,631	1,019,348	303,283
312020015-1	FORCED DRAFT FAN	10/1/1983	1,334,866	1,028,778	306,088
312025001-2	COAL RAILCAR DUMPER & EQUIPMENT	9/30/1996	1,841,756	1,058,510	783,247
312025034-1	LIGNITE CONVEYOR	10/1/1983	1,082,831	1,082,831	0
312035025-1	SURGE THICKENER & ASSOC. EQUIPMENT	10/1/1983	1,445,151	1,113,774	331,377
312001015-1	LOWER DRUM & HEADERS	10/1/1983	1,500,532	1,156,456	344,076
312015025-1	STACK GAS REHEATER	10/1/1983	1,218,770	1,168,770	50,000
312040015-1	BOTTOM ASH HYDROBINS	10/1/1983	1,533,796	1,182,092	351,704
312065020-1	FEEDWATER PIPING	10/1/1983	1,542,146	1,188,528	353,618
312015015-1	PRIMARY REACTION TANK AND MIXERS	10/1/1983	1,320,910	1,219,947	100,963
312015005-4	Scrubber civil/structural	4/30/2011	5,029,327	1,251,811	3,777,516
312065005-1	FEEDWATER HEATERS	10/1/1983	1,646,305	1,268,803	377,502
312015010-2	SPRAY TOWER ABSORBER	10/1/1983	1,461,767	1,271,919	189,849
312060005-1	WATER PRETREATMENT SYSTEM	10/1/1983	1,653,868	1,274,632	379,236
312020020-1	PRIMARY AIR FAN	10/1/1983	1,674,007	1,290,153	383,854
312040025-1	BOTTOM ASH HOPPER AND GRINDER	10/1/1983	1,759,769	1,354,148	405,621
312001060-3	FUEL BURNER ASSEMBLY	10/1/1983	2,905,335	1,354,803	1,550,532
312020005-2	Stack (stack liner)	4/30/2011	5,531,350	1,376,766	4,154,584
312001065-4	COAL PIPING	10/1/1983	2,877,336	1,433,589	1,443,747
312001060-1	FUEL BURNER ASSEMBLY	10/1/1983	1,881,719	1,448,108	433,611
312015040-1	LIMESTONE BALL MILL & CLASSIF.	10/1/1983	1,558,272	1,538,272	20,000
312015065-1	SPRAY WATER PIPING	10/1/1983	1,608,871	1,608,871	0
312035005-1	SLUDGE FILTRATION SYSTEM	10/1/1983	2,111,778	1,627,541	484,236
312020030-2	Non-Insulated ductwork	4/30/2011	8,888,654	1,632,370	7,256,284
312025042-1	BOILER BIN SILOS	10/1/1983	1,689,956	1,689,956	0
312001025-5	SUPERHEATER ADDITION	10/1/1983	2,928,881	1,738,090	1,190,791
312030010-1	LIMESTONE STORAGE BUILDING	10/1/1983	1,781,800	1,781,800	0
312001035-1	CASING	10/1/1983	2,356,742	1,816,335	540,407
312015030-4	Spray pumps & drivers	4/30/2011	7,510,781	1,869,451	5,641,330
312015030-1	SPRAY PUMPS & DRIVES	10/1/1983	2,092,233	1,932,314	159,919
312020010-1	INDUCED DRAFT FAN	10/1/1983	2,507,748	1,932,715	575,033
312025012-1	TRANSFER TOWER	10/1/1983	1,952,729	1,952,729	0
312015015-4	Primary reaction tanks & mixers	4/30/2011	8,273,701	2,059,344	6,214,358
312015025-2	STACK GAS REHEATER	10/1/1983	2,494,582	2,170,595	323,986
312025004-1	PRIMARY BREAKER BLDG & EQUIPMENT	10/1/1983	2,181,655	2,181,655	0
312001050-1	GRAVIMETRIC FEEDERS	10/1/1983	2,665,954	2,207,471	458,483
312015040-2	Limestone Ball Mill & Classifier	4/30/2011	9,129,880	2,272,449	6,857,431
312025006-1	SECONDARY CRUSHER BLDG & EQUIP	10/1/1983	2,283,610	2,283,610	0
312050005-1	BOILER AREA DRIP, DRAIN & VENTS	10/1/1983	3,042,246	2,344,651	697,595
312045010-1	REHEAT PIPING	10/1/1983	3,049,486	2,350,231	699,255
312045005-1	MAIN STEAM PIPING	10/1/1983	3,133,082	2,414,658	718,424
312001045-1	BOILER WATER CIRC. PUMPS & PIPING	10/1/1983	3,141,999	2,421,530	720,469
312065015-1	BOILER FEED PUMPS & ACCESSORIES	10/1/1983	3,189,650	2,458,255	731,395
312040050-1	OTHER ASH WATER PIPING	10/1/1983	3,472,050	2,675,900	796,150
312015005-1	SCRUBBER CIVIL/STRUCTURAL	10/1/1983	2,961,566	2,735,200	226,365
312020005-1	STACK	10/1/1983	3,642,354	2,807,153	835,201
312001040-1	SOOT BLOWER EQUIPMENT	10/1/1983	3,612,903	2,827,248	785,655
312001020-1	ECONOMIZER	10/1/1983	4,276,207	3,295,661	980,546
312025002-1	TRUCK RECLAIM HOPPER EQUIPMENT	10/1/1983	3,396,319	3,396,319	0
312040005-1	FLY ASH SILOS	10/1/1983	4,528,303	3,489,951	1,038,352
312005005-1	REGENERATIVE AIR PREHEATER	10/1/1983	5,202,152	4,009,285	1,192,867
312015010-3	Spray tower absorber	4/30/2011	16,523,628	4,112,770	12,410,858
312055005-1	BOILER COMBUSTION CONTROL SYSTEM	10/1/1983	5,545,748	4,274,093	1,271,655
312020025-1	INSULATED DUCTWORK	10/1/1983	5,547,556	4,275,486	1,272,069
312040010-1	FLY ASH PNEUMATIC REMOVAL	10/1/1983	5,790,625	4,467,227	1,323,398
312030005-1	LIMESTONE UNLOADING FACILITY	10/1/1983	6,162,434	6,087,434	75,000
312025008-1	LIGNITE SILO & EQUIPMENT	10/1/1983	7,069,771	7,069,771	0
312001055-1	PULVERIZER	10/1/1983	11,440,398	9,472,844	1,967,555
312001025-1	BOILER ATTACHMENTS	10/1/1983	13,944,746	10,747,178	3,197,568
312025001-1	COAL RAILCAR DUMPER & EQUIPMENT	9/30/1996	20,617,542	12,646,581	7,970,962
312010005-1	PRECIPITATOR FIELD	10/1/1983	16,588,171	12,784,459	3,803,712
312001075-1	BOILER PLANT MISC ITEMS	10/1/1983	22,853,850	17,613,401	5,240,449
312015010-1	SPRAY TOWER ABSORBER	10/1/1983	19,991,954	18,463,898	1,528,057
310010005-1	FUEL GAS SUPPLY FIRING ADDITION	3/31/1996	86,482	86,482	0
CWIP	Rate-Funded CWIP		58,355	0	58,355
CWIP	Rate-Funded CWIP (Renewals and Replacements)	9/30/2015	8,114,492	8,114,492	0
R&R	Renewals and Replacements (Adjustment)	9/30/2015	0	-3,056,196	3,056,196
P13008	CEMS Replacement Project	9/1/2015	556,423	3,032	553,391
P13009	Mercury Control	9/1/2015	543,848	2,964	540,884
P14002	Ignitor and BMS Upgrade	9/1/2015	1,552,980	8,463	1,544,516
			416,879,721	290,707,706	126,172,015

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Asset ID	Asset Description	Place in Service Date	Cost Basis	LTD Depreciation Amount	Net Book Value
314001005-1	STOP VALVE	10/1/1983	609,509	469,747	139,762
314001010-2	TURBINE CONTROLS REPL	9/30/2009	1,088,172	1,088,172	0
314001010-2	Turbine Controls Replacement	9/30/2010	72,377	72,377	0
314001020-3	TURBINE UPGRADE PROJECT	10/1/1983	5,896,495	5,896,495	0
314001020-5	HP/IP Turbine Inner Shell Repair	11/8/2011	3,431,258	3,431,258	0
314001025-2	TURBINE PARTS-HP/IP	11/30/2004	716,256	716,256	0
314001025-3	LP Turbine Replacement	8/31/2008	63,000	63,000	0
314010015-2	GENERATOR EXCITATION UPGRADE	11/27/2006	281,183	281,183	0
314010015-2	GENERATOR EXCITATION UPGRADE	5/29/2007	10	10	0
314010015-3	ALTERREX RETAINING RING REPLACEMENT	7/31/2010	405,542	405,542	0
314010020-2	UNIT/GENERATOR PROTECTIVE RELAYING UPGRA	9/30/2009	97,277	97,277	0
314020005-2	Condenser Tube Evaluation	4/19/2004	27,845	27,845	0
314020005-3	MAIN CONDENSER RETUBE	4/11/2008	2,008,941	2,008,941	0
314020005-4	Condenser Leak Detectors	5/31/2009	59,489	59,489	0
314030005-3	WATER ISOLATION SKID	10/1/1983	9,276	9,276	0
314030005-4	"B" CWS PUMP MOTOR REPLACEMENT	6/27/2003	120,042	120,042	0
314040005-2	Condensate Pump Syst.-Suction Pipe Upgr	5/15/2006	160,996	160,996	0
314060005-2	VIBRATION MONITORING SYSTEM- PHASE 2 & 3	10/31/2007	949,392	949,392	0
314060010-2	ELECTRO-HYDRA CONT. (ECH)	10/1/1983	84,597	84,597	0
314060010-3	ELECTRO-HYDRA CONT. (ECH)	10/1/1983	98,721	98,721	0
314060010-4	ELECTRO-HYDRA CONT. (ECH)	10/1/1983	89	89	0
314010030-2	PLANT PAINTING PROJECT-PHASE I	10/1/1983	909	564	345
314001025-4	LP Turbine Replacement	9/30/2011	9,017	1,636	7,380
314001040-2	PLANT PAINTING PROJECT-PHASE I	10/1/1983	3,937	2,442	1,494
314001020-4	TURBINE UPGRADE PROJECT	10/1/1983	4,800	2,751	2,049
314010005-2	GENERATOR STATOR	10/1/1983	14,973	9,413	5,560
314050005-1	BOILER WATER STEAM ANALYSIS EQUIP	10/1/1983	25,137	19,373	5,764
314020015-2	Condensate Pump Replacement	9/30/2010	178,441	45,337	133,104
314020015-1	CONDENSER HOTWELL AIR EVACU. SYST.	10/1/1983	70,219	54,118	16,101
314001025-3	LP TURBINE REPLACEMENT	9/30/2009	331,873	82,661	249,211
314030015-1	CIRCULATING WATER VACUUM	10/1/1983	126,705	97,651	29,054
314020010-2	CONDENSER LESS TUBES	10/1/1983	192,449	119,402	73,047
314030010-1	CIRCULATING WATER PIPING	10/1/1983	156,980	120,984	35,996
314030005-2	CIRCULATION WATER SYST. IMPROVEMTS	10/1/1983	213,576	144,437	69,139
314040005-1	CONDENSATE PUMPS	10/1/1983	201,597	155,370	46,227
314001035-1	STEAM SEAL SYSTEM	10/1/1983	248,602	191,597	57,005
314010025-1	STATOR COOLING SYSTEM	10/1/1983	251,009	193,452	57,557
314001015-1	COMBINED REHEAT VALVE	10/1/1983	401,892	309,737	92,155
314010030-1	HYDROGEN COOLING EQUIPMENT	10/1/1983	426,980	329,072	97,908
314020015-2	CONDENSATE PUMP REPL	9/30/2009	1,207,051	349,526	857,526
314020005-1	TUBE BUNDLE CONDENSER	10/1/1983	498,654	384,311	114,343
314040010-1	COND STORAGE TANKS & INTER. PIPING	10/1/1983	579,259	446,433	132,826
314010010-2	GENERATOR FIELD	10/1/1983	826,630	519,667	306,963
314001040-1	LUBE OIL SYSTEM	10/1/1983	692,016	533,335	158,681
314060010-1	ELECTRO-HYDRA CONT. (ECH)	10/1/1983	705,974	544,093	161,882
314040015-1	CONDENSATE PIPING	10/1/1983	732,791	564,760	168,031
314001030-1	INTERGRAL PIPING & VALVES	10/1/1983	869,613	670,209	199,404
314010020-1	GENERATOR ACCESSORIES	10/1/1983	918,715	708,051	210,664
314001010-1	TURBINE CONTROL VALVE	10/1/1983	982,715	757,376	225,339
314010010-1	GENERATOR FIELD	10/1/1983	1,131,192	871,807	259,385
314060005-1	TURBINE CONTROL & PANELS	10/1/1983	1,180,502	909,810	270,692
314001020-2	TURBINE UPGRADE PROJECT	10/1/1983	1,584,824	940,484	644,339
314010015-1	GENERATOR EXCITER SYSTEM	10/1/1983	1,401,604	1,080,213	321,391
314001045-1	TURBINE PEDESTAL & FOUNDATION	10/1/1983	1,613,972	1,243,884	370,088
314030005-1	CIRCULATING WATER PUMPS	10/1/1983	1,645,971	1,268,546	377,426
314020010-1	CONDENSER LESS TUBES	10/1/1983	2,280,589	1,757,644	522,945
314070005-1	T/G PLANT DRIP, DRAIN & VALVES	10/1/1983	2,300,910	1,773,305	527,605
314001025-3	LP Turbine Replacement	4/11/2008	6,891,784	1,994,366	4,897,418
314010005-1	GENERATOR STATOR	10/1/1983	2,872,447	2,213,787	658,660
314001020-1	HP/IP ROTOR	10/1/1983	4,331,144	3,338,001	993,143
314001025-1	LP TURBINE	10/1/1983	4,410,629	3,399,260	1,011,369
314001050-1	TURBINE GENERATOR MISC ITEMS	10/1/1983	4,677,759	3,605,136	1,072,623
E105000-1	WESTINGHOUSE TRANSFORMER	9/30/2002	1,286,485	599,023	687,463
E105000-2	BBC TRANSFORMER	9/30/2002	2,100,277	977,946	1,122,331
E105000-3	GENERATOR	9/30/2002	7,387,657	3,439,893	3,947,763
E105000-5	LP Turbine - Spare	4/11/2008	1,000,000	289,387	710,613
			75,150,727	53,100,956	22,049,771
315001005-1	ISOPHASE BUS	10/1/1983	664,708	512,289	152,419
315015010-2	480 VOLT SWITCH GEAR	10/1/1983	80,707	80,707	0
315025005-1	DCS SYSTEM Y2K UPGRADE	8/30/2001	89,543	89,543	0
315025005-2	DISTRIBUTIVE CONTROL SYSTEM UPGRADE	11/30/2004	1,365,450	1,365,450	0
315025005-3	BREAKER CONTROLS-ENGINEERING STUDY	5/26/2005	46,840	46,840	0
315025005-4	SOC-3 BREAKER CONTROL SWITCH REPL	11/7/2005	183,814	183,814	0
315025005-4	SOC-3 BREAKER CONTROL SWITCH REPL	5/29/2007	923	923	0
315025005-5	Coal Fired Simulator System	9/30/2007	132,500	132,500	0
315035005-2	MAIN STEP UP TRANFORMER	8/31/2001	2,182,174	2,182,174	0
315045005-1	Emergency Diesel Generator Controls	1/16/2007	156,000	156,000	0
315045010-1	EMERGENCY LIGHTING SYSTEM	10/1/1983	54,332	54,332	0

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315045010-2	MAIN PLANT INVERTER REPLACEMENT	5/31/2011	106,678	106,678	0
315055015-2	TG TO SWITCHYARD CABLES	5/26/2005	24,212	24,212	0
315055015-3	REPL OF POWER CONTR CABLES TO INTAKE	11/7/2005	223,109	223,109	0
315035010-3	RESERVE AUX TRANSFORMER(CAP. SPARE)	1/31/2010	2,591	721	1,871
315035025-1	MISC TRANSFORMERS	10/1/1983	1,356	1,045	311
315035005-1	MAIN STEP UP TRANFORMER	10/1/1983	7,741	4,117	3,624
315065010-2	DUCT BANKS	10/1/1983	21,667	13,874	7,793
315035020-2	7200 v-480 v transformer	4/30/2011	212,190	52,815	159,375
315015015-2	480 volt motor control ceneters & switch	4/30/2011	514,236	127,994	386,241
315035010-2	RESERVE AUX. TRANSFORMER(CAP. SPARE)	9/30/2009	928,891	268,979	659,912
315085010-1	CATHODIC PROTECTION	10/1/1983	407,977	314,427	93,550
315085015-1	ACCESSORY ELECTRIC MIS. I	10/1/1983	469,698	361,995	107,703
315085005-1	ELECTRICAL GROUNDING	10/1/1983	557,371	429,564	127,807
315035015-1	MAIN AUXILIARY TRANSFORMER	10/1/1983	561,310	432,600	128,710
315025005-6	Process computer	4/30/2011	1,742,255	433,651	1,308,604
315015010-3	780 volt switchgear	4/30/2011	2,661,818	488,834	2,172,985
315035020-1	7200 V-480V TRANSFORMER	10/1/1983	680,448	524,420	156,028
315035010-1	RESERVE AUXILIARY TRANSFORMER	10/1/1983	690,807	532,403	158,404
315015015-1	480 VOLT MOTOR CONT CENTER	10/1/1983	1,180,534	909,835	270,700
315015010-1	480 VOLT SWITCH GEAR	10/1/1983	2,388,697	1,840,962	547,735
315075005-1	ACC. ELECTRICAL FREEZE PROOFING	10/1/1983	2,770,968	2,135,578	635,390
315065015-1	CABLE TRAYS	10/1/1983	3,080,295	2,373,975	706,320
315015005-1	7200 VOLT SWITCHGEAR & MOTOR	10/1/1983	3,353,279	2,584,363	768,916
315065010-1	DUCT BANKS	10/1/1983	4,135,746	3,187,409	948,337
315055010-1	LOW VOLTAGE POWER CABLE	10/1/1983	5,261,266	4,054,844	1,206,422
315055015-1	CONTROL & INSTRUMENT CABLE	10/1/1983	5,261,266	4,054,844	1,206,422
315065005-1	CONDUIT	10/1/1983	8,888,627	6,850,441	2,038,186
315055005-1	HIGH VOLTAGE POWER CABLE	10/1/1983	9,396,026	7,241,492	2,154,534
			60,488,052	44,379,753	16,108,299
316010005-1	AUX. COOLING WATER PUMP	10/1/1983	286,827	221,057	65,770
316010010-2	AUX. COOLING WATER PIPING	10/1/1983	200,000	200,000	0
316010010-3	SERVICE & SEAL WATER SUPPLY UPGRADE	6/27/2003	99,979	99,979	0
316010010-4	ACW PIPING & VALVE BETTERMENT	12/31/2003	68,632	68,632	0
316010015-2	SERVICE WATER PUMP	10/1/1983	50,841	50,841	0
316010020-2	REPL AWS & SWS PIPING	6/30/2000	64,842	64,842	0
316010020-3	SERVICE WATER PIPING	10/1/1983	72,811	72,811	0
316010020-4	Phase II Plant Underground Piping	9/30/2011	701,449	701,449	0
316020005-1	FIRE WATER ISOLATION VALVES	12/31/2003	78,835	78,835	0
316020015-1	ELECTRIC DRIVEN & BOOSTER FIRE PUMP CONT	7/3/2008	57,220	57,220	0
316020015-2	Fire Panel Replacement	5/31/2008	398	398	0
316020020-2	Booster Fire Pump System Upgrade	8/25/2005	68,490	68,490	0
316020999-1	Plant Fire Protection Electrical System	8/29/2005	330,570	330,570	0
316020999-2	Fire Protection System Upgrade	8/29/2005	32,575	32,575	0
316030005-3	"B" & "D" SERVICE AIR COMPRESSOR REPL	9/30/2009	263,840	263,840	0
316030005-3	"B" & "D" Service Air Compressor Repl	11/30/2009	13,020	13,020	0
316030015-2	AIR PIPING	10/1/1983	36,082	36,082	0
316050005-4	AIR QUALITY INSTRUMENTS	10/1/1983	14,062	14,062	0
316050005-5	AIR QUALITY INSTRUMENTS	10/1/1983	766	766	0
316050005-6	AIR QUALITY INSTRUMENTS	10/1/1983	3,280	3,280	0
316070005-10	PURCH. OF 2 RIDING MOWERS	2/29/2000	8,977	8,977	0
316070005-12	CATERPILLAR D 10 N DOZER	1/31/2002	650,000	650,000	0
316070005-13	2003 ALTEC/FRTLINER BUCKET TRUCK	2/27/2003	98,701	98,701	0
316070005-14	Purchase of Forklift for 5C	9/15/2005	25,448	25,448	0
316070005-15	PURCHASE FORKLIFT FOR 5C	6/29/2006	26,075	26,075	0
316070005-16	6" GORMAN TRASH PUMP FOR OPERATIONS	6/29/2006	25,996	25,996	0
316070005-17	DAEWOOD D100 FORKLIFT-21,500 LB	2/22/2007	83,462	83,462	0
316070005-18	Purchase of new bucket/boom truck	6/12/2007	259,763	259,763	0
316070005-2	CHERRY PICKER	10/1/1983	68,750	68,750	0
316070005-21	Purchase Bobcat for Operations Crew	6/30/2009	18,933	18,933	0
316070005-22	Purchase Forklift for Warehouse	6/30/2009	22,931	22,931	0
316070005-23	Purchase Bobcat for Fuel & Yard	6/30/2009	17,736	17,736	0
316070005-25	Purchase new forklift for warehouse	12/31/2010	26,564	26,564	0
316070005-3	MYERS SEWER CLEANER	10/1/1983	24,857	24,857	0
316070005-5	SERVICE RHINO ROTARY CUTTER	10/1/1983	6,625	6,625	0
316070005-6	PURCHASE OF DOZER	10/1/1983	477,127	477,127	0
316070005-8	PARTIAL COST OF BACKHOE/LOADER	5/15/1997	11,350	11,350	0
316080020-001	PURCHASE BOAT, MOTOR & TRAILER FOR 5B	2/28/2005	11,000	11,000	0
316050005-3	AIR QUALITY EMISSION MONITORING	10/1/1983	425	254	171
316030015-4	Scrubber Refurbishment	9/30/2013	24,232	3,071	21,161
316050005-8	Scrubber Refurbishment	9/30/2013	51,365	6,509	44,855
316010015-4	Scrubber Refurbishment	9/30/2013	57,180	7,246	49,933
316050010-2	SPILLWAY PLATFORM & ENV.	10/1/1983	37,178	21,310	15,868
316070005-7	PARTIAL COST OF BACKHOE/LOADER	10/1/1983	36,000	21,591	14,409
316070005-4	FUEL & YARD EQUIPMENT	10/1/1983	68,310	23,236	45,075
316080005-1	PLANT LOCKERS, BINS, RACKS	10/1/1983	34,171	26,335	7,836
316090015-2	PULVERIZER BRIDGE & HOIST	10/1/1983	87,161	57,075	30,086
316010015-1	SERVICE WATER PUMP	10/1/1983	92,275	71,116	21,159
316030010-1	COMPRESSED AIR ACCESSORY	10/1/1983	99,558	76,729	22,829
316030015-3	Air piping (Instrument Air-Service Air)	4/30/2011	322,810	80,348	242,462

Texas Municipal Power Agency

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316070005-1	1992 FORD SUPERSUCKER 5G TAG#6157 V#9440	10/1/1983	120,560	81,532	39,028
316070005-24	Purchase Mobile Hydraulic Crane	9/30/2010	250,209	84,758	165,451
316030005-2	AIR COMPRESSOR	10/1/1983	130,906	86,799	44,107
316050010-1	WATER QUALITY INSTRUMENTS & EQUIP	10/1/1983	113,737	87,656	26,080
316090015-1	OTHER OVERHEAD BRIDGE CRANES	10/1/1983	143,043	110,243	32,800
316070005-20	Purchase 18 ton crane/picker	8/31/2008	234,769	112,156	122,613
316050005-7	Air quality instruments & Equip (CEMS)	4/30/2011	589,116	146,632	442,483
316010025-1	SERVICE WATER WELLS	10/1/1983	235,155	181,233	53,922
316040005-1	PLANT INTAKE CHEMICAL FEED CLOR	10/1/1983	267,444	206,118	61,326
316090010-1	TURBINE BRIDGE CRANE	10/1/1983	496,221	382,436	113,785
316095005-1	PLANT LAB & TESTING EQUIPMENT	10/1/1983	631,245	486,499	144,746
316020020-1	FIRE PROTECTION FOR PRB	10/1/1983	893,093	511,909	381,183
316050005-2	AIR QUALITY EMISSION MONITORING	10/1/1983	847,102	518,292	328,809
316050005-1	AIR QUALITY INSTRUMENTS	10/1/1983	687,006	529,473	157,532
316090020-1	OTHER LIFTING DEVICES	10/1/1983	695,283	535,853	159,430
316030015-1	AIR PIPING	10/1/1983	736,830	567,873	168,957
316010020-1	SERVICE WATER PIPING	10/1/1983	750,016	577,926	172,090
316010015-3	Service water pumps	4/30/2011	2,332,023	580,446	1,751,577
316030005-1	AIR COMPRESSOR	10/1/1983	823,199	634,437	188,762
316070005-19	Caterpillar D10T Dozer for Coal Yard	2/29/2008	985,000	754,726	230,274
316070005-11	FUEL & YARD EQUIPMENT	10/1/1983	1,029,794	793,637	236,158
316010010-1	AUX. COOLING WATER PIPING	10/1/1983	1,432,600	1,104,101	328,499
			19,643,827	13,712,601	5,931,226
Totals			700,804,880	489,653,234	211,151,646

Texas Municipal Power Agency

Mine Assets Detail Schedule as of 9/30/2015

Asset ID	Asset Description	Place in Service Date	Cost Basis	LTD Depreciation Amount	Net Book Value
309010005-1	FEE SIMPLE LAND-MINE	10/1/1983	666,380	0	666,380
309010005-2	FEE SIMPLE LAND-MINE	10/1/1983	232	0	232
309010005-3	FEE SIMPLE LAND-MINE	10/1/1983	1,706,050	0	1,706,050
309010005-4	FEE SIMPLE LAND-MINE	10/1/1983	3,824,106	0	3,824,106
309010005-5	FEE SIMPLE LAND-MINE	7/12/1996	85,742	0	85,742
309010005-5	FEE SIMPLE LAND-MINE	7/12/1996	14,378,797	0	14,378,797
309010005-6	FEE SIMPLE LAND-MINE	7/12/1996	1,951	0	1,951
309020010-3	LEACHATE TRANSFER SYSTEM	6/30/2007	142,560	142,560	0
309020010-2	FLOOD CONTROL STRUCTURES	10/1/1983	370,174	370,174	0
309020005-1	MINE SITE PREP. & MISC ROADS	10/1/1983	491,650	491,650	0
309040005-1	REMAINING VALUE-MINE EQUIPMENT	10/1/1983	2,704,462	2,704,462	0
309020010-1	FLOOD CONTROL STRUCTURES	10/1/1983	11,983,116	10,983,116	1,000,000
309030070-1	HAUL ROADS-MINE	10/1/1983	16,275,966	15,275,966	1,000,000
			52,631,184	29,967,928	22,663,256
Mine Write Down			0	7,473,695	-7,473,695
Totals			52,631,184	37,441,623	15,189,561

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Asset ID	Asset Description	Place in Service Date	Cost Basis	LTD Depreciation Amount	Net Book Value	Asset Facility Net Book Value	Asset Facility
Location: Bryan							
353010022-1	BRYAN DANSBY SUB. CIRCUIT BREAKERS	10/1/1983	455,031	366,923	88,108		
353010023-1	BRYAN DANSBY SUB INSTRUMENTATION	10/1/1983	211,392	170,460	40,932		
353010023-2	CCVT & PT REPLACEMENT FY08 PLAN	9/30/2009	223,289	43,345	179,943		
353010024-1	BRYAN DANSBY SUB SWITCHING APPART.	10/1/1983	53,744	43,338	10,407		
353010025-1	BRYAN DANSBY SUB TRANSFORMERS	10/1/1983	1,040,838	839,299	201,539		
353010026-1	BRYAN DANSBY SUB STRUCTURES	10/1/1983	597,119	481,498	115,621		
353010027-1	BRYAN DANSBY SUB GROUNDING SYST	10/1/1983	17,914	14,446	3,469		
353010028-1	BRYAN DANSBY SUB CONTROL HOUSE	10/1/1983	275,137	221,862	53,275		
353010029-1	BRYAN DANSBY SUB MISC EQUIPMENT	10/1/1983	71,658	57,783	13,875		
			2,946,123	2,238,953	707,170	\$	707,170 Bryan Dansby Sub
353010033-1	BRYAN EAST SUB INSTRUMENTATION	10/1/1983	57,335	46,233	11,102		
353010033-2	CCVT & PT REPLACEMENT - FY08	9/30/2012	50,686	3,903	46,783		
353010034-1	BRYAN EAST SUB SWITCHING APPAR.	10/1/1983	77,219	62,267	14,952		
353010036-1	BRYAN EAST SUB STRUCTURES	10/1/1983	530,880	428,085	102,795		
353010037-1	BRYAN EAST SUB GROUNDING SYST	10/1/1983	19,305	15,567	3,738		
353010039-1	BRYAN EAST SUB MISC EQUIPMENT	10/1/1983	74,719	60,250	14,470		
353010032.2	BREA Sub Cir. Breakers/Switches <345kV	7/15/2015	216,143	1,361	214,782		
353010033	Bryan East Sub (1) Relay Panel	10/15/2014	195,017	4,872	190,145		
353010033.4	BREA Sub Relay Panel Modifications	10/3/2014	164,523	4,110	160,412		
353010145-4*	West Denton Sub. Purch. autotransformer	10/1/2006	1,450,000	397,098	1,052,902		
			2,835,827	1,023,747	1,812,081	\$	1,812,081 Bryan East Sub
350010006-1	GIBBONS CREEK - DANSBY TRANS LAND	10/1/1983	972,094	0	972,094		
354010101-1	LATT STL STRUCT-GIBBONS/DANSBY	10/1/1983	700,196	564,616	135,580		
355010101-1	TUBE STL STRUCT-GIBBONS/DANSBY	10/1/1983	2,623,749	2,115,709	508,041		
356010101-1	CONDUCTORS/HDWE GIBBONS-DANSBY	10/1/1983	1,906,702	1,537,504	369,197		
			6,202,741	4,217,829	1,984,912	\$	1,984,912 Gibbons Creek - Bryan Dansby
350010008-1	GIBBONS CREEK EAST TRANS LAND	10/1/1983	3,564,051	0	3,564,051		
355010011-1	TUBE STL STRUCT-GIBBONS CR. EAST	10/1/1983	2,627,591	2,118,806	508,784		
355010012-1	PRESTRESSED CONCRT STRUCT-GC EAST	10/1/1983	303,374	244,631	58,743		
356010011-3	TUBE STL STR-MCCREE CENTERVILLE	10/1/1983	572,112	461,333	110,779		
356010011.4	GCSW - BREA Static OPGW	10/3/2014	568,651	14,207	554,444		
			7,635,778	2,838,977	4,796,801	\$	4,796,801 Gibbons Creek - Bryan East
356010101-2	GIBBONS CREEK-KEITH SWITCH	10/1/2006	1,665,275	507,490	1,157,785		
			1,665,275	507,490	1,157,785	\$	1,157,785 Gibbons Creek - Keith Switch
350010030-1	GIBBONS CREEK-SINGLETON TRANS LAND	10/1/1983	399,784	0	399,784		
354010341-1	LATT STL STRUCT-GIBBONS CR SINGLETON	10/1/1983	2,929,323	2,362,159	567,164		
354010341-1	GC-SINGLETON TRANS LINE RELOCATION	9/30/2009	2,720,115	528,035	2,192,080		
356010341-1	CONDUCTORS/HDWE GC SINGELTON TAP	10/1/1983	2,183,974	1,761,081	422,893		
356010341-2	Gibbons Creek Substation Upgrade	6/10/2011	634,038	68,698	565,339		
			8,867,233	4,719,973	4,147,260	\$	4,147,260 Gibbons Creek - Singleton Tap
350010014-1	GIBBONS CREEK-TWIN OAK TRANS LAND	10/1/1983	2,598,319	0	2,598,319		
354010181-1	LATT STL STRUCT-GIBBONS-TWIN OAK	10/1/1983	3,672,544	2,961,424	711,120		
354010181-2	345 kV Line LIDAR project	5/31/2008	167,190	167,190	0		
356010181-1	CONDUCTORS/HDWE GIBBONS-TWIN OAK	10/1/1983	12,294,598	9,913,976	2,380,621		
			18,732,651	13,042,590	5,690,061	\$	5,690,061 Gibbons Creek - Twin Oak
				Gibbons Creek to Jack Creek 55%	\$	3,129,533	Gibbons Creek - Jack Creek
				Jack Creek to Twin Oak 45%	\$	2,560,527	Jack Creek - Twin Oak
350010054-1	GIBBONS CREEK SUB LAND	10/1/1983	11,408	0	11,408		
352010005-1	MEGA WAREHOUSE	10/1/1983	304,334	245,405	58,929		
353010145-5	GCSSE Autotransformer	10/1/2006	2,986,150	817,790	2,168,360		
353010161-1	GIBBONS CR SUB CIR. BRK. > OR = 345KV	10/1/1983	554,637	447,197	107,440		
353010161-2	GIBBONS CR SUB CIR. BRK. > OR = 345KV	10/1/1983	81,490	81,490	0		
353010161-3	GIBBONS CR SUB CIR. BRK. > OR = 345KV	10/1/1983	192,059	192,059	0		
353010161-4	GIBBONS CR SUB CIR. BRK. > OR = 345KV	10/1/1983	142,312	142,312	0		
353010161-5	METERING CT UPGRADE & ADDITIONS	11/27/2006	3,037	3,037	0		
353010162-1	GIBBONS CR SUB CIR BRK <345KV	10/1/1983	469,320	378,445	90,875		
353010162-2	Install Reactor Breakers at Gibbons Subs	10/31/2004	125,940	125,940	0		
353010162-3	Replace w/ 9 138kV gas breakers	9/30/2014	1,135,069	30,688	1,104,381		
353010163-1	GIBBONS CR SUB INSTRUMENTATION	10/1/1983	999,978	806,351	193,627		
353010163-2	GIBBONS CR SUB INSTRUMENTATION	10/1/1983	46,375	46,375	0		
353010163-3	RETROFIT FAULT RECORDERS	4/30/2005	6,710	6,710	0		
353010163-4	PURCHASE RELAY TEST EQUIPMENT	2/15/2007	54,005	54,005	0		
353010163-5	NODAL MARKET COMPLIANCE	8/11/2008	89,723	89,723	0		
353010163-5	NODAL MARKET COMPLIANCE	9/30/2009	6,162	6,162	0		

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Asset ID	Asset Description	Place in Service Date	Cost Basis	LTD Depreciation Amount	Net Book Value	Asset Facility Net Book Value	Asset Facility
353010163-6	NODAL MARKET COMPLIANCE	9/30/2011	364	38	326		
353010163-7	CCVT & PT REPLACEMENT - FY07	9/30/2012	236,157	18,185	217,973		
353010164-1	GIBBONS CR SUB SWITCHING APPAR	10/1/1983	347,758	280,421	67,337		
353010164-2	GIBBONS CREEK SUB-BREAKER ADDITION	5/24/2007	1,807,149	506,906	1,300,243		
353010164-3	Gibbons Creek breakers for Autotransform	2/28/2010	1,050,335	185,562	864,772		
353010165-1	GIBBONS CR SUB TRANSFORMERS	10/1/1983	2,727,933	2,178,827	549,106		
353010165-1	Installation costs - spare transformer	7/31/2012	212,733	17,284	195,449		
353010165-2	GIBBON CREEK SWITCHYARD AUTOTRANSFORMER	10/30/2003	2,904,115	1,115,914	1,788,201		
353010165-3	Upgrade of SMIT Autotransformer	8/25/2005	112,759	112,759	0		
353010165-3	Upgrade SMIT Autotransformer	8/25/2005	42,191	14,103	28,088		
353010165-4	HOG CREEK - BACKUP POWER SOURCE	9/30/2009	469,494	91,139	378,355		
353010165-4	HOG CREEK - BACKUP POWER SOURCE	9/30/2011	3,392	353	3,039		
353010165-5	138/69 kV AUTOTRANSFORMER	9/30/2009	1,979,354	384,237	1,595,117		
353010165-5	138/69 kV AUTOTRANSFORMER	9/30/2011	69,623	7,247	62,376		
353010166-1	GIBBONS CR SUB STRUCTURES	10/1/1983	2,135,352	1,721,880	413,471		
353010166-2	Gibbons Creek Dirt work and fencing	5/31/2008	63,276	63,276	0		
353010166-3	Gibbons Creek Substation Upgrade	6/10/2011	59,490	6,446	53,044		
353010167-1	GIBBONS CR SUB GROUNDING SYSTEMS	10/1/1983	869,394	701,052	168,342		
353010168-1	GIBBONS CR SUB CONTROL HOUSE	10/1/1983	631,454	509,185	122,269		
353010168-2	GIBBONS CR SUB CONTROL HOUSE	10/1/1983	70,369	70,369	0		
353010168-3	GCSW CARRIER RELAY UPGRADE-O'BRIEN LINE	9/30/2009	180,547	180,547	0		
353010168-4	Gibbons Creek Substation Upgrade	6/10/2011	3,538,581	383,407	3,155,174		
353010168-4	Gibbons Creek Substation Upgrade	3/31/2012	844,170	75,634	768,536		
353010169-1	GIBBONS CR SUB MISC EQUIPMENT	10/1/1983	855,606	689,943	165,663		
353010169-2	PURCHASE & INSTALL INFRARED CAMERA	12/31/2006	33,019	33,019	0		
353010169-3	Gibbons Creek Sub: Replace 22 kV reactor	1/31/2007	171,195	49,765	121,430		
353010169-4	Relay Coordination Study - South System	7/31/2008	125,537	125,537	0		
353010169-5	NORTH SYSTEM RELAY STUDY & SOFTWARE	9/30/2011	195,796	20,381	175,414		
353010169-6	Gibbons Creek Substation roads/trails	6/10/2011	636,008	68,912	567,096		
353010169-6	Gibbons Creek Substation Upgrade	6/10/2011	2,729,413	295,733	2,433,680		
353010161.6	GCSW Sub Cir Brk/Switches > or= 345kV	7/15/2015	4,516,931	28,443	4,488,488		
353010168.5	GCSW Sub Relay Panel	10/3/2014	55,459	1,386	54,074		
353010169.7	GCSW Sub Misc Equipment	7/15/2015	221,051	1,392	219,659		
			37,104,715	13,412,971	23,691,744	\$	23,691,744
							Gibbons Creek Sub
353010072-2	REPL 12 kV BREAKERS & RELAYING-HOG CREEK	4/24/2007	94,190	94,190	0		
T14002	Hog Creek Replacement Transformer (FERC 106)		452,171	929	451,242		
			546,361	95,119	451,242	\$	451,242
							Hog Creek Sub
350010049-1	Jack Creek Substation Land	8/31/2010	161,811	0	161,811		
353010070-1	JACK CREEK SUBSTATION	3/31/2008	12,970,967	3,298,800	9,672,168		
353010070-2	Jack Creek Sub - New substation	9/30/2012	334,516	26,569	307,947		
			13,467,294	3,325,369	10,141,925	\$	10,141,925
							Jack Creek Sub
350010038-1	TWIN OAK-LAKE CREEK/JEWETT LAND	10/1/1983	102,239	0	102,239		
354010381-1	LATT STL STRUCT-TWIN OAK/LAKE CR JEW.	10/1/1983	159,278	128,437	30,841		
356010381-1	CONDUCT/HDWE TWIN OAK-LK CR JEWETT	10/1/1983	142,010	114,513	27,498		
			403,528	242,950	160,578	\$	160,578
							Twin Oak - Lake Creek/Jewett
	Miscellaneous		1,288,076	856,976	431,100		
			1,288,076	856,976	431,100	\$	431,100
							Miscellaneous
	Sub-Total		101,695,602	46,522,943	55,172,659		
Location: Denton							
353010269-1	DENTON AIRPORT	10/1/1983	173,132	139,608	33,524		
			173,132	139,608	33,524	\$	33,524
							Denton Airport Sub
350010048-1	DENTON ARCO SUBSTATION LAND	10/1/1983	196,948	0	196,948		
353010102-1	DENTON ARCO SUB CIR. BRK. <345KV	10/1/1983	253,742	204,610	49,132		
353010102-2	Denton Arco - repl 3 138kV breakers	7/31/2008	399,671	399,671	0		
353010103-1	DENTON ARCO SUB INSTRUMENTATION	10/1/1983	137,214	110,645	26,569		
353010103-2	CCVT & PT REPLACEMENT - FY08	9/30/2012	50,686	3,903	46,783		
353010104-1	DENTON ARCO SUB SWITCHING APPAR.	10/1/1983	42,219	34,044	8,175		
353010105-1	DENTON ARCO SUB TRANSFORMERS	10/1/1983	633,298	510,672	122,627		
353010106-1	DENTON ARCO SUB STRUCTURES	10/1/1983	358,869	289,381	69,488		
353010107-1	DENTON ARCO SUB GROUNDING SYSTEMS	10/1/1983	10,555	8,512	2,044		
353010108-1	DENTON ARCO SUB CONTROL HOUSE	10/1/1983	168,880	136,179	32,700		
353010108-2	DENTON ARCO SUB CONTROL HOUSE	10/1/1983	17,627	17,627	0		
353010109-1	DENTON ARCO SUB MISC EQUIPMENT	10/1/1983	42,219	34,044	8,175		
			2,311,929	1,749,287	562,642	\$	562,642
							Denton Arco Sub

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350010004-1	DENTON STEAM-CORINTH TRANS LAND	10/1/1983	1,760	0	1,760		
355010091-1	TUBULAR STEEL STRUCTURE	10/1/1983	93,243	75,189	18,055		
356010091-1	CONDUCTORS/HDWE DENTON STM-CORINTH	10/1/1983	98,975	79,810	19,165		
			193,979	154,999	38,980	\$ 38,980	Denton Steam - Corinth
353010082-1	DENTON STM PLNT SUB CIR. BRK. <345KV	10/1/1983	632,074	509,685	122,389		
353010083-1	DENTON STM PLNT SUB INSTRUMENTATION	10/1/1983	36,871	29,731	7,139		
353010083-2	CCVT & PT REPLACEMENT - FY08	9/30/2012	50,686	3,903	46,783		
353010084-1	DENTON STM PLNT SUB SWITCHING APPAR.	10/1/1983	92,704	74,754	17,950		
353010085-1	DENTON STM PLNT SUB TRANSFORMERS	10/1/1983	1,415,845	1,141,693	274,152		
353010086-1	DENTON STM PLNT SUB STRUCTURES	10/1/1983	802,733	647,299	155,434		
353010087-1	DENTON STM PLNT SUB GROUNDING SYST	10/1/1983	23,598	19,028	4,569		
353010088-1	DENTON STM PLNT SUB CONTROL HOUSE	10/1/1983	379,244	305,811	73,434		
353010089-1	DENTON STM PLNT SUB MISC EQUIPMENT	10/1/1983	75,204	60,640	14,564		
353010089.2	Denton Steam Sub Misc Equip line switch	9/1/2014	42,723	1,155	41,567		
			3,551,682	2,793,699	757,984	\$ 757,984	Denton Steam Sub
350010012-1	DENTON STEAM PLANT-ARCO TRANS LAND	10/1/1983	171,142	0	171,142		
355010161-1	TUBE STL STRUCT-DENTON STEAM PL/ARCO	10/1/1983	829,051	668,521	160,530		
356010161-1	CONDUCTORS/HDWE DENTON STM-ARCO	10/1/1983	347,035	279,838	67,197		
			1,347,228	948,359	398,869	\$ 398,869	Denton Steam - Arco
350010018-1	NORTH DENTON-ARCO TRANS LAND	10/1/1983	1,039,524	0	1,039,524		
355010061-1	TUBE STL STRUCT-N DENTON-ARCO	10/1/1983	927,912	748,239	179,673		
356010061-1	CONDUCTORS/HDWE N DENTON-ARCO	10/1/1983	376,772	303,817	72,955		
			2,344,208	1,052,056	1,292,152	\$ 1,292,152	North Denton - Arco
350010050-1	NORTH DENTON SUB LAND	10/1/1983	11,398	0	11,398		
353010122-1	NORTH DENTON SUB CIR. BRK <345KV	10/1/1983	334,998	270,138	64,860		
353010122-3	N DENTON SUB: REPLACE 3 138 BREAKERS	12/31/2006	239,752	239,752	0		
353010122-4	NORTH DENTON SUB-BEPC INTERCONNECTS	4/24/2007	444,699	124,629	320,069		
353010122-5	NORTH DENTON SUB-DME TRANSF INTERCONNECT	4/24/2007	218,799	61,320	157,480		
353010122-6	North Denton Sub: Replace 138 kV breaker	1/5/2008	108,482	108,482	0		
353010123-1	NORTH DENTON SUB INSTRUMENTATION	10/1/1983	227,663	183,581	44,083		
353010124-1	NORTH DENTON SUB SWITCHING APPAR.	10/1/1983	79,682	64,253	15,429		
353010125-1	NORTH DENTON SUB TRANSFORMERS	10/1/1983	1,202,062	969,305	232,757		
353010126-1	NORTH DENTON SUB STRUCTURES	10/1/1983	744,050	599,978	144,072		
353010127-1	NORTH DENTON SUB GROUNDING SYST	10/1/1983	20,034	16,155	3,879		
353010128-1	NORTH DENTON SUB CONTROL HOUSE	10/1/1983	321,005	258,849	62,157		
353010128-2	NORTH DENTON SUB CONTROL HOUSE	10/1/1983	36,641	36,641	0		
353010128-3	Power Line Equipment Upgrade-5 locations	7/31/2008	21,738	21,738	0		
353010128-4	Denton Relay Panel Replacements	9/30/2012	953	73	879		
353010128-4	Denton Relay Panel Rplacements	9/30/2012	169,810	13,076	156,735		
353010129-1	NORTH DENTON SUB MISC EQUIPMENT	10/1/1983	79,682	64,253	15,429		
			4,261,448	3,032,222	1,229,226	\$ 1,229,226	North Denton Sub
350010040-1	WEST CAROLTON-ROANOKE TRANS LAND	10/1/1983	3,691,881	0	3,691,881		
354010401-1	LATT STL STRUCT-WEST CAROLTON-ROAN.	10/1/1983	3,206,231	2,585,404	620,827		
356010401-1	CONDUCTORS/HDWE W CAROLTON-ROAN.	10/1/1983	2,248,331	1,812,983	435,348		
			9,146,443	4,398,387	4,748,056	\$ 4,748,056	Roanoke - Carolton
350010022-1	ROANOKE-WEST DENTON TRANS LAND	10/1/1983	1,495,040	0	1,495,040		
350010022-2	Roanoke Tap to W Denton Right of Way	12/1/2010	11,000	0	11,000		
354010241-1	LATT STL STRUCT-WEST DENTON/ROANOKE	10/1/1983	1,600,771	1,290,812	309,960		
354010241-2	Roanoke to W Denton Lattice Steel Struct	12/1/2010	1,104,519	133,434	971,085		
355010621-1	Roanoke to W Denton Tubular Steel Struct	12/1/2010	494,256	59,710	434,546		
356010241-1	CONDUCTORS/HDWE W DENTON-ROANOKE	10/1/1983	1,646,404	1,327,608	318,796		
356010241-2	Roanoke to W Denton Conductor Hardware	12/1/2010	3,692,310	446,059	3,246,250		
			10,044,300	3,257,623	6,786,677	\$ 6,786,677	Roanoke - West Denton
350010036-1	WEST DENTON-DENTON STEAM LAND	10/1/1983	839,364	0	839,364		
355010321-1	TUBE STL STR-WEST DENTON-DENTON STM	10/1/1983	1,339,689	1,080,276	259,412		
355010321-2	Denton West to Denton Steam poles	5/18/2013	2,089,132	126,263	1,962,869		
356010321-1	CONDUCTORS/HDWE W DENTON-DENT STM	10/1/1983	235,782	190,123	45,660		
356010321-2	West Denton to Denton Steam PJ# T12001	9/30/2012	664,043	51,133	612,910		
356010321-3	Denton West to Denton Steam conductors	5/18/2013	520,696	31,470	489,226		
356010064.1	West Denton - Fort Worth Line Conductors	9/1/2014	687,804	18,596	669,208		
356010065.1	Fort Worth - Teasley line Conductors	9/1/2014	682,388	18,449	663,939		
			7,058,897	1,516,309	5,542,587	\$ 5,542,587	West Denton - Denton Steam

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350010020-1	WEST DENTON-NORTH DENTON LAND	10/1/1983	856,151	0	856,151		
355010071-1	TUBE STL STRUCT-N DENTON/WEST DENT	10/1/1983	1,258,659	1,014,930	243,729		
355010071-2	WEST DENTON-REROUTE 138 kV LINE	9/30/2009	734,501	142,583	591,918		
355010071-3	West Denton Reroute 138 kV line exits	2/28/2010	2,719	480	2,238		
355010071-4	West Denton Re-Route 138 kV Line Exits	2/28/2010	16,427	2,325	14,102		
355010071-5	Denton West to Denton North poles	5/18/2013	4,588,057	277,293	4,310,764		
356010071-2	West Denton to North Denton - PJ# T12001	9/30/2012	531,048	40,892	490,156		
356010071-3	Denton West to Denton North conductors	5/18/2013	941,303	56,891	884,412		
356010062.1	Jim Christal-North Denton line Conductor	9/1/2014	1,099,963	29,739	1,070,224		
356010063.1	West Denton-Jim Christal line Conductors	9/1/2014	565,104	15,278	549,826		
			10,593,931	1,580,411	9,013,520	\$	9,013,520 West Denton - North Denton
350010052-1	WEST DENTON SUB LAND	10/1/1983	5,557	0	5,557		
353010141-1	WEST DENTON SUB CIR. BRK. > OR = 345KV	10/1/1983	1,334,496	1,076,095	258,400		
353010141-2	W DENTON 345 TERMINAL FOR JACKSBORO LINE	12/31/2006	100,000	100,000	0		
353010141-3	WEST DENTON SUB- 345 EXPANSION	6/28/2007	3,604,364	998,604	2,605,760		
353010141-3	West Denton Sub: 345 kV Expansion	5/31/2008	662,835	162,456	500,379		
353010142-1	WEST DENTON SUB CIR. BRK <345KV	10/1/1983	717,291	578,401	138,890		
353010143-1	WEST DENTON SUB INSTRUMENTATION	10/1/1983	250,217	201,767	48,450		
353010143-2	WEST DENTON SUB INSTRUMENTATION	10/1/1983	243,747	243,747	0		
353010143-3	CCVT & PT REPLACEMENT - WEST DENTON	9/30/2013	5,465	284	5,181		
353010144-1	WEST DENTON SUB SWITCHING APPAR.	10/1/1983	779,012	628,170	150,841		
353010145-2	WEST DENTON TRANSFORMER #1	10/1/2004	397,765	129,754	268,012		
353010145-3	WEST DENTON TRANSFORMER #2	10/1/2004	2,511,639	819,312	1,692,327		
353010146-1	WEST DENTON SUB STRUCTURES	10/1/1983	750,653	605,303	145,350		
353010147-1	WEST DENTON SUB GROUNDING SYST	10/1/1983	20,017	16,141	3,876		
353010148-1	WEST DENTON SUB CONTROL HOUSE	10/1/1983	333,624	269,024	64,600		
353010148-2	WEST DENTON SUB CONTROL HOUSE	10/1/1983	21,620	21,620	0		
353010148-3	WEST DENTON SUB: 138 kV EXPANSION	9/30/2009	968,284	187,965	780,319		
353010148-3	WEST DENTON SUB 138 kV EXPANSION	9/30/2011	5,196	541	4,655		
353010148-4	West Denton Sub 138 kV Expansion	2/28/2010	19,075	3,370	15,705		
353010148-5	Denton Relay Panel Replacements	9/30/2012	953	73	879		
353010148-5	Denton Relay Panel Replacements	9/30/2012	169,810	13,076	156,735		
353010149-1	WEST DENTON SUB MISC EQUIPMENT	10/1/1983	110,096	88,778	21,318		
353010149-2	NERC SUBSTATION SECURITY	4/10/2007	34,775	34,775	0		
			13,046,493	6,179,258	6,867,235	\$	6,867,235 West Denton Sub
	Miscellaneous		877,002	583,482	293,520		
			877,002	583,482	293,520	\$	293,520 Miscellaneous
	Sub-Total		64,950,671	27,385,701	37,564,970		
Location: Garland							
350010028-1	BEN DAVIS-APOLLO, OLINGER LAND	10/1/1983	1,239	0	1,239		
355010301-1	TUBE STL STR-BEN DAVIS-APOLLO OLINGER	10/1/1983	169,693	136,835	32,858		
356010301-1	CONDUCT/HDW BEN DAVIS-APOLLO OLING	10/1/1983	161,163	129,957	31,206		
			332,095	266,792	65,303	\$	65,303 Ben Davis - Apollo Olinger
350010024-1	BEN-DAVIS MCCREE TRANSMISSION LAND	10/1/1983	2,712,544	0	2,712,544		
353010421-1	BEN DAVIS-MCCREE 138 LINE REROUTE	3/31/2007	403,720	115,758	287,962		
355010421-1	TUBE STL STR-BEN DAVIS-MCCREE	10/1/1983	3,756,688	3,029,275	727,413		
355010421-2	TUBE STL STR-BEN DAVIS-MCCREE	3/31/2002	168,089	71,869	96,220		
355010421-3	TUBE STL STR-BEN DAVIS-MCCREE	3/31/2002	32,586	13,933	18,653		
356010421-1	CONDUCTORS/HDW BEN DAVIS/MCCREE	10/1/1983	940,042	758,020	182,022		
356010421-2	CONDUCTORS/HDW BEN DAVIS/MCCREE	3/31/2002	759,335	328,324	431,011		
356010421-3	CONDUCTORS/HDW BEN DAVIS/MCCREE	3/31/2002	32,586	13,933	18,653		
			8,805,591	4,331,112	4,474,479	\$	4,474,479 Ben Davis - McCree
350010034-1	BEN-DAVIS OLINGER TRANS LAND	10/1/1983	16,229	0	16,229		
355010261-1	TUBE STL STR-BEN DAVIS/OLINGER	10/1/1983	92,371	74,485	17,886		
356010261-1	CONDUCTORS/HDW BEN DAVIS-OLINGER	10/1/1983	32,670	26,344	6,326		
			141,270	100,829	40,441	\$	40,441 Ben Davis - Olinger
350010026-1	BEN-DAVIS WYNN JOYCE TRANS LAND	10/1/1983	34,498	0	34,498		
355010281-1	TUBE STL STR-BEN DAV/WYNN/JOYCE/OLG	10/1/1983	856,226	690,433	165,792		
356010281-1	CONDUCTORS/HDW BEN DAVIS-WYNN JYC	10/1/1983	57,525	46,386	11,139		
			948,248	736,819	211,429	\$	211,429 Ben Davis - Wynn Joyce

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Asset ID	Asset Description	Place in Service Date	Cost Basis	LTD Depreciation Amount	Net Book Value	Asset Facility Net Book Value	Asset Facility
353010091-1	GARL/BEN DAVIS SUB CIR. BRK >345KV	10/1/1983	2,802,787	2,260,079	542,708		
353010091-2	GARL/BEN DAVIS SUB CIR. BRK >345KV	3/31/2002	714,633	308,995	405,638		
353010091-3	GARL/BEN DAVIS SUB CIR. BRK >345KV	3/31/2002	32,586	13,933	18,653		
353010092-1	GARL/BEN DAVIS SUB CIR. BRK <345KV	10/1/1983	1,121,422	904,279	217,143		
353010092-2	BEN DAVIS BREAKERS	9/30/2008	1,407,673	327,595	1,080,077		
353010092-2	BEN DAVIS BREAKERS	9/30/2009	863,634	167,651	695,983		
353010-092-2	BEN DAVIS BREAKERS	11/15/2010	906,736	111,403	795,334		
353010093-1	GARL/BEN DAVIS SUB INSTRUMENTATION	10/1/1983	508,816	410,293	98,523		
353010093-10	BEN DAVIS SUB: REPL LINE RELAY	9/30/2009	332,308	332,308	0		
353010093-2	GARL/BEN DAVIS SUB INSTRUMENTATION	10/1/1983	93,012	59,489	33,523		
353010093-3	GARL/BEN DAVIS SUB INSTRUMENTATION	3/31/2002	146,370	62,583	83,787		
353010093-4	GARL/BEN DAVIS SUB INSTRUMENTATION	3/31/2002	32,586	13,933	18,653		
353010093-5	GARL/BEN DAVIS SUB INSTRUMENTATION	10/1/1983	375,231	375,231	0		
353010093-6	GARL/BEN DAVIS SUB INSTRUMENTATION	10/1/1983	54,245	54,245	0		
3530100936-5	BEN DAVIS SUB: 345 EXPANSION	3/31/2007	2,462,268	704,307	1,757,961		
353010093-7	RETROFIT FAULT RECORDERS	4/30/2005	6,710	6,710	0		
353010093-9	CCVT & PT REPLACEMENT	9/30/2008	148,311	34,176	114,135		
353010094-1	GARL/BEN DAVIS SUB SWITCHING APPAR	10/1/1983	193,196	155,788	37,409		
353010094-2	GARL/BEN DAVIS SUB SWITCHING APPAR	3/31/2002	530,416	229,343	301,073		
353010094-3	GARL/BEN DAVIS SUB SWITCHING APPAR	3/31/2002	32,586	13,933	18,653		
353010095-1	GARL/BEN DAVIS SUB TRANSFORMERS	10/1/1983	2,890,707	2,330,975	559,732		
353010095-2	GARL/BEN DAVIS SUB TRANSFORMERS	3/31/2002	21,824	9,331	12,493		
353010095-3	GARL/BEN DAVIS SUB TRANSFORMERS	3/31/2002	32,586	13,933	18,653		
353010095-4	Garland Transformer	9/30/2006	2,420,863	2,420,863	0		
353010095-4	Garland Transformer	5/29/2007	417	417	0		
353010096-1	GARL/BEN DAVIS SUB STRUCTURES	10/1/1983	1,709,920	1,378,826	331,094		
353010096-2	GARL/BEN DAVIS SUB STRUCTURES	3/31/2002	429,728	185,807	243,921		
353010096-3	GARL/BEN DAVIS SUB STRUCTURES	3/31/2002	32,586	13,933	18,653		
353010096-4	BEN DAVIS CAPACITOR RELAYING	12/31/2006	58,086	17,044	41,041		
353010097-1	GARL/BEN DAVIS SUB GROUNDING SYST	10/1/1983	115,509	93,142	22,366		
353010097-2	GARL/BEN DAVIS SUB GROUNDING SYST	3/31/2002	78,728	33,662	45,066		
353010097-3	GARL/BEN DAVIS SUB GROUNDING SYST	3/31/2002	32,586	13,933	18,653		
353010098-1	GARL/BEN DAVIS SUB CONTROL HOUSE	10/1/1983	740,451	597,076	143,375		
353010098-2	GARL/BEN DAVIS SUB CONTROL HOUSE	3/31/2002	205,988	88,074	117,914		
353010098-3	GARL/BEN DAVIS SUB CONTROL HOUSE	3/31/2002	32,586	13,933	18,653		
353010099-1	GARL/BEN DAVIS SUB MISC EQUIPMENT	10/1/1983	211,311	170,394	40,916		
353010099-2	GARL/BEN DAVIS SUB MISC EQUIPMENT	3/31/2002	4,351	1,860	2,491		
353010099-3	GARL/BEN DAVIS SUB MISC EQUIPMENT	3/31/2002	32,586	13,933	18,653		
353010099-4	NERC SUBSTATION SECURITY	4/10/2007	34,775	34,775	0		
			21,851,115	13,978,185	7,872,930	\$	7,872,930 Ben Davis Sub
353010289-1	MCCREE SUB - INSTALL CAPACITORS	6/1/2007	312,997	86,717	226,280		
353010289-1	McCree - Install Capacitors	5/31/2008	75,067	18,398	56,669		
353010401-1	MCCREE/CENTV SUB CIR BRK >345KV	3/31/2002	819,942	354,529	465,413		
353010401-2	MCCREE/CENTV SUB CIR BRK >345KV	3/31/2002	32,586	13,933	18,653		
353010402-1	MCCREE/CENTV SUB CIR BRK <345KV	3/31/2002	86,457	36,966	49,491		
353010402-2	MCCREE/CENTV SUB CIR BRK <345KV	3/31/2002	32,586	13,933	18,653		
353010403-1	MCCREE/CENTV SUB INSTRUMENTATION	3/31/2002	247,164	106,870	140,294		
353010403-2	MCCREE/CENTV SUB INSTRUMENTATION	3/31/2002	32,586	13,933	18,653		
353010404-1	MCCREE/CENTV SUB SWITCHING APPAR	3/31/2002	728,142	314,837	413,305		
353010404-2	MCCREE/CENTV SUB SWITCHING APPAR	3/31/2002	32,586	13,933	18,653		
353010405-1	MCCREE/CENTV SUB TRANSFORMERS	3/31/2002	2,369,290	1,024,442	1,344,848		
353010405-2	MCCREE/CENTV SUB TRANSFORMERS	3/31/2002	32,586	13,933	18,653		
353010406-1	MCCREE/CENTV SUB STRUCTURES	3/31/2002	710,978	307,415	403,563		
353010406-2	MCCREE/CENTV SUB STRUCTURES	3/31/2002	32,586	13,933	18,653		
353010407-1	MCCREE/CENTV SUB GROUNDING SYST	3/31/2002	136,074	58,181	77,893		
353010407-2	MCCREE/CENTV SUB GROUNDING SYST	3/31/2002	32,586	13,933	18,653		
353010408-1	MCCREE/CENTV SUB CONTROL HOUSE	3/31/2002	781,045	337,711	443,334		
353010408-2	MCCREE/CENTV SUB CONTROL HOUSE	3/31/2002	32,586	13,933	18,653		
353010409-1	MCCREE/CENTV SUB MISC EQUIPMENT	3/31/2002	95,349	40,768	54,581		
353010409-2	MCCREE/CENTV SUB MISC EQUIPMENT	3/31/2002	32,586	13,933	18,654		
353010409-3	McCree Centerville-Rate Funded	9/20/2005	125,089	125,089	0		
353010409-4	NERC SUBSTATION SECURITY	4/10/2007	33,596	33,596	0		
			6,814,466	2,970,914	3,843,552	\$	3,843,552 McCree Sub
355010521-1	TUBE STL STR-MCCREE CENTERVILLE	3/31/2002	1,836,497	794,071	1,042,426		
355010521-2	TUBE STL STR-MCCREE CENTERVILLE	3/31/2002	32,586	13,933	18,653		
356010521-1	CONDUCT/HDWE MCCREE/CENTERVILLE	3/31/2002	664,740	287,423	377,317		
356010521-2	CONDUCT/HDWE MCCREE/CENTERVILLE	3/31/2002	32,586	13,933	18,653		
			2,566,410	1,109,359	1,457,050	\$	1,457,050 McCree - Centerville

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Asset ID	Asset Description	Place in Service Date	Cost Basis	LTD Depreciation Amount	Net Book Value	Asset Facility Net Book Value	Asset Facility
353010042-1	GARL/OLING SUB CIR.BREAKERS <345KV	10/1/1983	86,069	69,404	16,666		
353010043-1	GARL/OLING SUB INSTRUMENTATION	10/1/1983	19,673	15,864	3,809		
353010044-1	GARL/OLING SUB SWITCHING APPAR.	10/1/1983	29,510	23,796	5,714		
353010046-1	GARLAND/OLINGER SUB STRUCTURES	10/1/1983	68,855	55,523	13,333		
353010048-1	GARL/OLING SUB CONTROL HOUSE	10/1/1983	22,132	17,846	4,285		
353010049-1	GARL/OLING SUB MISC EQUIPMENT	10/1/1983	4,918	3,966	952		
353010069-2	OLINGER 138 kV BREAKER 8050 REPLACEMENT	9/30/2009	184,422	35,800	148,622		
353010069-2	OLINGER 138 kV BREAKER REPLACEMENT	9/30/2011	4,058	422	3,635		
			419,637	222,621	197,016	\$	197,016 Olinger Sub
350010016-1	BEN DAVIS-ROYSE/ROYSE ALLEN LAND	10/1/1983	788,384	0	788,384		
354010030-1	BEN DAVIS-ROYSE 138 kV UPGRADE	11/20/2006	2,556,604	768,523	1,788,081		
354010030-1	Ben Davis-Royse 138 kV line rebuild	5/31/2008	2,838	706	2,132		
354010030-1	BEN DAVIS-ROYSE 138 kV LINE REBUILD	3/31/2010	187	33	154		
354010031-1	LATT STL STRUCT-BEN DAV/ROYSE/R ALLEN	10/1/1983	3,164,329	2,604,918	559,411		
355010031-1	TUBE STL STRUCT-BEN DAVIS/ROYSE/R ALN	10/1/1983	628,395	506,718	121,677		
356010030-1	BEN DAVIS-ROYSE 138 kV UPGRADE	11/20/2006	2,556,604	768,523	1,788,081		
356010031-1	CONDUCTORS/HDWE BEN DAVIS/ROYSE/AL	10/1/1983	1,229,358	991,293	238,065		
			10,926,699	5,640,713	5,285,986	\$	5,285,986 Royse/Allen - Ben Davis
356010031-2	BEN DAVIS-ROYSE 345 kV UPGRADE	6/8/2007	420,335	116,456	303,879		
356010031-2	Ben Davis-Royse 345 line-upgrade capacit	5/31/2008	4,131,786	1,012,671	3,119,116		
			4,552,121	1,129,126	3,422,995	\$	3,422,995 Royse - Ben Davis
	Miscellaneous		632,282	420,667	211,616		
			632,282	420,667	211,616	\$	211,616 Miscellaneous
	Sub-Total		57,989,934	30,907,137	27,082,797		
Location: Greenville							
353010040-1	CAP ROCK PRUITT SUB	11/30/2006	1,701,122	511,362	1,189,760		
353010040-2	CAP ROCK SUBSTATION	5/1/2008	140,791	35,322	105,469		
353010040-3	CAP ROCK - NEW SUBSTATION	9/30/2009	219,218	43,107	176,111		
353010040-3	CAP ROCK-NEW SUBSTATION	9/30/2011	5,925	617	5,307		
			2,067,056	590,410	1,476,647	\$	1,476,647 Cap Rock Pruitt Sub
350010044-1	GREENVILLE INTERCHANGE SUB LAND	10/1/1983	50,848	0	50,848		
353010062-2	Breaker Installation at Greenville Subst	10/31/2004	210,041	210,041	0		
353010063-1	GREENVILLE INTERCHANGE SUB INSTRUMT	10/1/1983	52,819	42,592	10,227		
353010063-2	CCVT & PT REPLACEMENT FY08	9/30/2012	50,686	3,903	46,783		
353010064-1	GREENVILLE SUB SWITCHING APPAR.	10/1/1983	78,158	63,024	15,134		
353010065-1	GREENVILLE SUB TRANSFORMERS	10/1/1983	1,670,049	1,346,675	323,374		
353010066-1	GREENVILLE SUB STRUCTURES	10/1/1983	449,411	362,391	87,020		
353010067-1	GREENVILLE SUB GROUNDING SYSTEMS	10/1/1983	19,539	15,756	3,783		
353010068-1	GREENVILLE SUB CONTROL HOUSE	10/1/1983	312,633	252,098	60,536		
353010069-1	GREENVILLE SUB MISC EQUIPMENT	10/1/1983	78,158	63,024	15,134		
353010062.3	GNIN Sub Cir Brk/Switch <345kv	6/11/2015	486,026	4,059	481,967		
353010063	GreenvilleInterchange (10) Relay Panels	6/11/2015	960,472	8,020	952,452		
			4,418,841	2,371,583	2,047,259	\$	2,047,259 Greenville Steam Sub
350010032-1	OLINGER-GREENVILLE DIESEL TRANS LAND	10/1/1983	177,841	0	177,841		
			177,841	0	177,841	\$	177,841 Olinger - Greenville Diesel
350010002-1	OLINGER-GREENVILLE TRANSMISSION LAND	10/1/1983	442,272	0	442,272		
350010002-2	138kV Olinger-Greenville Reconstr Land	5/31/2013	137,129	0	137,129		
353010022-2	Greenville-Olinger Replace H Frames	5/31/2008	376,780	92,346	284,434		
354010021-1	LATTICE STEEL STRUCT-OLINGER/GREENV	10/1/1983	561,592	452,850	108,742		
354010021-2	138kV Olinger-Greenville Reconstr Poles	5/31/2013	10,023,269	621,309	9,401,960		
354010022-1	WOOD H-FRAME STRUCT.-OLINGER/GREEN	10/1/1983	86,711	69,921	16,790		
356010021-1	CONDUCTORS/HDWE OLINGER-GREENVILLE	10/1/1983	991,245	799,309	191,936		
356010021-3	138kV Olinger-Greenville Reconstruction	5/31/2013	3,816,882	236,596	3,580,287		
			16,435,880	2,272,331	14,163,549	\$	14,163,549
				Olinger - Pruitt Cap Rock 12.8%	\$	1,812,934	Olinger - Pruitt Cap Rock
				Pruitt Cap Rock - Greenville Steam 87.2%	\$	12,350,615	Cap Rock Pruitt - Greenville Steam
356010021-2	FIBER OPTIC INSTALL -GREENVILLE PRUITT	6/18/2007	69,913	19,370	50,543		
356010021-2	Greenville-Pruitt line	5/31/2008	33,641	9,299	24,342		
			103,554	28,669	74,886	\$	74,886 Cap Rock Pruitt - Greenville Steam

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Asset ID	Asset Description	Place in Service Date	Cost Basis	LTD Depreciation Amount	Net Book Value	Asset Facility Net Book Value	Asset Facility
350010010-1	ROYSE-GREENVILLE TRANS LAND	10/1/1983	234,178	0	234,178		
355010221-1	TUBE STL STR-ROYSE-GREENV STEAM DIES	10/1/1983	2,941,805	2,372,179	569,626		
355010221-2	Greenville Line Reroute - Poles	6/30/2014	519,295	17,310	501,985		
356010221-1	CONDUCTORS/HDWE ROYSE-GREEN DIES.	10/1/1983	1,370,305	1,104,971	265,334		
356010221-2	Greenville Line Reroute-Wire	6/30/2014	95,810	3,194	92,617		
			5,161,393	3,497,653	1,663,740	\$	1,663,740
				Royse - Shelby 86%		\$	1,430,817
				Shelby - Greenville Steam 14%		\$	232,924
T13006	Greenville to Shelby Line (FERC 106)		1,131,592	9,456	1,122,136		
			1,131,592	9,456	1,122,136	\$	1,122,136
350010051-1	Shelby Substation - land	8/31/2010	737,100	0	737,100		
350010051-2	Shelby Substation - Easements	8/31/2010	553,436	0	553,436		
353010071-1	SHELBY SUBSTATION & 138 LINE	8/25/2008	12,405,034	2,932,097	9,472,936		
353010071-1	Shelby Substation & 138 kV line	9/30/2011	851,205	86,868	764,337		
353010071.1	Shelby Sub Equipment	9/1/2014	40,662	1,099	39,563		
353010145-4*	West Denton Sub: Purch. autotransformer	10/1/2006	1,450,000	397,098	1,052,902		
			16,037,436	3,417,163	12,620,273	\$	12,620,273
355010223.1	Nevada-Shelby Tubular Steel Structures	9/1/2014	319,884	8,648	311,235		
356010223.1	Nevada-Shelby Conductors and Hardware	9/1/2014	798,233	21,581	776,652		
			1,118,117	30,230	1,087,887	\$	1,087,887
356010222.1	Royse-Nevada Conductors and Hardware	9/1/2014	70,274	1,900	68,374		
			70,274	1,900	68,374	\$	68,374
	Miscellaneous		811,850	540,136	271,714		
			811,850	540,136	271,714	\$	271,714
Sub-Total			47,533,835	12,759,529	34,774,306		
Total			272,170,042	117,575,309	154,594,733		

Texas Municipal Power Agency

Transmission Assets Detail Schedule as of 9/30/2015

Asset ID	Asset Description	Place in Service Date	Cost Basis	LTD Depreciation Amount	Net Book Value
Miscellaneous:					
350010046-1	MISC SMALL SUBSTATIONS LAND	10/1/1983	11,247	0	11,247
350020006-3	CRANE (FERC 353)	10/1/1986	108,121	90,807	17,314
353010072-1	MISC SMALL SUBST. CIR. BREAK. <345KV	10/1/1983	316,252	255,016	61,236
353010073-1	MISC SMALL SUB INSTRUMENTATION	10/1/1983	85,203	68,705	16,498
353010074-1	MISC SMALL SUB SWITCHING APPAR.	10/1/1983	31,519	25,416	6,103
353010075-1	MISC SMALL SUB TRANSFORMERS	10/1/1983	673,489	543,081	130,409
353010076-1	MISC SMALL SUB STRUCTURES	10/1/1983	181,236	146,143	35,093
353010077-1	MISC SMALL SUB GROUNDING SYSTEMS	10/1/1983	7,880	6,354	1,526
353010078-1	MISC SMALL SUB CONTROL HOUSE	10/1/1983	126,077	101,665	24,413
353010078-2	CONTROL HOUSE	10/1/1983	15,105	15,105	0
353010079-1	MISC SMALL SUB MISC EQUIPMENT	10/1/1983	31,519	25,416	6,103
353010309-1	SUBSTATION MISC EQUIP	10/1/1983	981,715	791,624	190,091
353010329-1	GENERAL SUBSTATION EQUIPMENT	11/1/1992	82,972	82,972	0
356010621-1	TRANSMISSION LIFE ASSESSMENT STUDY	6/30/2003	96,359	37,840	58,520
T11002	Engineering Studies and Assessments (FERC 106)	9/1/2012	398,934	30,567	368,368
	Renewals and Replacements	9/30/2015	461,580	180,550	281,030
			3,609,210	2,401,260	1,207,950
Allocation to Location:					
	Bryan		1,288,076	856,976	431,100
	Denton		877,002	583,482	293,520
	Garland		632,282	420,667	211,616
	Greenville		811,850	540,136	271,714
			3,609,210	2,401,260	1,207,950
Allocation %:					
			NBV	%	
	Bryan		54,741,559	36%	
	Denton		37,271,450	24%	
	Garland		26,871,182	18%	
	Greenville		34,502,592	22%	
			153,386,782	100%	

Texas Municipal Power Agency

General Plant Assets Detail Schedule as of 9/30/2015

Asset ID	Asset Description	Place in Service Date	Cost Basis	LTD Depreciation Amount	Net Book Value
389010005-1	FEE SIMPLE LAND-PLANT & LAKE	10/1/1983	22,582,901	0	22,582,901
			22,582,901	0	22,582,901
390010020-1	BOAT RAMP	10/1/1983	3,611	2,783	828
390010025-29	MAIN OFFICE BUILDING	10/1/1983	3,227,525	3,227,525	0
390010025-30	PAVED SURFACES OTHER THAN ROADS	10/1/1983	59,912	59,912	0
390010025-31	PAVED SURFACES OTHER THAN ROADS	10/1/1983	85,635	85,635	0
390010025-32	PAVED SURFACES OTHER THAN ROADS	10/1/1983	1,011	1,011	0
390010025-33	MISC SITE & IMPROVEMENTS	10/1/1983	46,408	46,408	0
390010025-34	MISC SITE & IMPROVEMENTS	10/1/1983	28,792	28,792	0
390010025-37	ENVIRONMENTAL COMPLIANCE PROJECT	10/1/1983	108,396	108,396	0
390010025-39	TMPA FACILITY RENEWAL PROJECT	11/7/2005	78,424	78,424	0
390010025-40	POWER PRODUCTION BUILDING REMODEL	11/7/2005	283,925	283,925	0
390010025-41	FY08 Facility Renewals project - HVAC	11/30/2007	22,436	22,436	0
390010025-5	WHSE #1 FOR ELECTRICAL PARTS	10/1/1983	27,580	27,580	0
390010030-1	Gibbons Creek Park Facility Upgrade	10/31/2004	198,373	198,373	0
390010025-7	PLANT SITE WHSE & OFFICE COMPLEX	10/1/1983	109	68	42
390010025-28	DOMESTIC WATER SUPPLY SYSTEM	10/1/1983	3,256	2,097	1,159
390010025-2	MAINTENANCE BUILDING	10/1/1983	9,009	5,589	3,419
390010025-36	ENVIRONMENTAL COMPLIANCE PROJECT	10/1/1983	10,743	6,158	4,585
390010025-38	PLANT STORAGE WHSE #4 & 5	10/1/1983	15,405	8,575	6,830
390010025-26	MISC SITE & IMPROVEMENTS	10/1/1983	40,841	13,892	26,949
390010025-6	PLANT SITE WHSE & OFFICE COMPLEX	10/1/1983	41,254	14,033	27,222
390010025-8	PLANT SITE WHSE & OFFICE COMPLEX	10/1/1983	27,688	15,412	12,276
390010025-24	OTHER MINOR BLDG & STRUCTURES	10/1/1983	77,533	26,373	51,160
390010025-3	MAINTENANCE BUILDING	10/1/1983	55,076	30,657	24,419
390010025-25	ROADS	10/1/1983	90,912	30,923	59,988
390010025-12	LAND & TRAINING BUILDING FOUNDATION	10/1/1983	54,044	41,652	12,392
390010025-21	DOMESTIC WATER SUPPLY SYSTEM	10/1/1983	148,218	99,277	48,941
390010025-22	PAVED SURFACES OTHER THAN ROADS	10/1/1983	192,777	127,558	65,220
390010025-14	BRIDGE	10/1/1983	181,541	139,913	41,628
390010025-35	RESURFACING OF AGENCY ROADS	5/31/1998	248,118	145,318	102,800
390010025-27	DOMESTIC WATER SUPPLY SYSTEM	10/1/1983	399,807	257,997	141,810
390010025-15	PAVED SURFACES OTHER THAN ROADS	10/1/1983	467,295	360,143	107,152
390010025-17	SANITARY SEWER SYSTEM	10/1/1983	473,148	364,654	108,494
390010025-10	OTHER MINOR BLDG & STRUCTURES	10/1/1983	1,172,561	448,509	724,053
390010025-9	PLANT STORAGE WHSE #4 & 5	10/1/1983	620,825	478,468	142,357
390010025-20	DOMESTIC WATER SUPPLY SYSTEM	10/1/1983	690,469	532,142	158,326
390010025-23	BRIDGE	10/1/1983	1,236,834	809,911	426,923
390010025-11	MAIN OFFICE BUILDING	10/1/1983	2,277,947	1,755,607	522,339
390010025-4	PLANT SITE WHSE & OFFICE COMPLEX	10/1/1983	2,440,204	1,880,659	559,545
390010025-1	MAINTENANCE BUILDING	10/1/1983	4,994,574	3,849,305	1,145,269
390010025-19	YARD LIGHTING SYSTEM	10/1/1983	5,790,533	4,462,748	1,327,785
390010025-13	SITE DRAINAGE SYSTEM	10/1/1983	5,980,290	4,608,993	1,371,296
390010025-16	ROADS	10/1/1983	7,844,221	6,045,520	1,798,701
390010025-18	MISC SITE & IMPROVEMENTS	10/1/1983	15,289,528	11,783,599	3,505,930
			55,046,789	42,516,951	12,529,838
391010005-1	OFFICE FURNITURE	10/1/1983	191,604	147,668	43,937
391010005-2	OFFICE FURNITURE	10/1/1983	69,857	69,857	0
391010005-4	OFFICE FURNITURE	9/30/1997	273,628	273,628	0
391010005-5	CANON COPIER-ACCOUNTING DEPT	2/29/2000	8,450	8,450	0
391010005-6	CANON COPIER MODEL 6545	4/30/2001	6,300	6,300	0
391010005-7	PURCHASE OF PRINTER/SCANNER	6/30/2001	33,645	33,645	0
391010005-8	CANON COLOR COPIER	3/24/2004	16,796	16,796	0
391010010-10	DRAFTING EQUIPMENT	10/1/1983	26,505	26,505	0
391010010-11	MICROFILM EQUIPMENT	10/1/1983	33,686	33,686	0
391010010-13	PORTABLE FAULT RECORDER	10/1/1983	14,500	14,500	0
391010010-18	PURCHASE OF PRINTER	10/1/1983	6,425	6,425	0
391010010-19	Financial Software Upgrade- Great Plains	4/19/2004	316,843	316,843	0
391010010-2	COMPUTER EQUIPMENT	10/1/1983	7,097	7,097	0
391010010-20	Maintenance Software Betterment Project	5/31/2008	799,886	799,886	0
391010010-21	IT ASSET UPGRADES	9/30/2009	904,084	904,084	0
391010010-21	IT ASSET UPGRADES	3/31/2010	16,081	16,081	0
391010010-22	Purchase new document management system	9/30/2010	74,757	74,757	0
391010010-22	DOCUMENT MANAGEMENT SYSTEM	2/28/2011	93,755	93,755	0
391010010-23	Document Management Project	9/30/2011	6,497	6,497	0
391010010-3	MICRO COMPUTER	10/1/1983	10,868	10,868	0
391010010-4	COMPUTER EQUIPMENT	10/1/1983	20,045	20,045	0
391010010-5	35MM SLIDE EQUIPMENT	10/1/1983	5,726	5,726	0
391010010-6	COMPUTER EQUIPMENT	10/1/1983	504,437	504,437	0
391010010-7	UNITIZATION PROJECT	10/1/1983	30,887	30,887	0
391010010-8	COMPUTER EQUIPMENT	10/1/1983	12,540	12,540	0
391010010-9	COMPUTER EQUIPMENT	10/1/1983	5,162	5,162	0
391010005-3	OFFICE FURNITURE	10/1/1983	16,492	5,610	10,882
391010015-4	DCS PROJECT	9/30/1998	34,182	23,415	10,767
391010010-22	Software associated with Doc. Imaging sy	9/30/2010	76,617	76,617	0
391010015-2	PROCESS COMPUTER	10/1/1983	79,242	79,242	0
391010010-12	COMPUTER EQUIPMENT	10/1/1983	364,978	124,146	240,831

Texas Municipal Power Agency

General Plant Assets Detail Schedule as of 9/30/2015

Asset ID	Asset Description	Place in Service Date	Cost Basis	LTD Depreciation Amount	Net Book Value
391010015-1	PROCESS COMPUTER	10/1/1983	507,918	507,918	0
391010010-1	COMPUTER EQUIPMENT	10/1/1983	1,447,154	553,541	893,612
391010015-3	DEVELOPMENT OF DCS SYSTEM	10/1/1983	5,230,913	4,041,843	1,189,070
			11,247,559	8,858,459	2,389,100
392010005-041	PURCHASE NEW TRUCK FOR 4B	2/28/2005	17,773	17,773	0
392010005-2	1993 GMC DUALLY -5C TAG #8253 V#4020	10/1/1983	14,410	14,410	0
392010005-20	1992 FORD DIGGER TRUCK 4D-TAG#8501	8/20/1998	22,500	22,500	0
392010005-22	1999 DODGE TRUCK -5C - TAG #8511 V#8320	9/30/1999	19,903	19,903	0
392010005-23	1999 DODGE TRUCK-4B TAG#8512 V#6757	9/30/1999	20,342	20,342	0
392010005-28	2002 DODGE TRUCK - 5C - TAG #8557 V#3300	1/31/2002	25,736	25,736	0
392010005-29	2002 DODGE TRUCK-4D -TAG #8556 V#3307	1/31/2002	19,829	19,829	0
392010005-30	2002 DODGE TRUCK 5G-TAG#8562 V#9993	3/31/2002	13,517	13,517	0
392010005-31	2002 CHEVY TRUCK-4D - TAG #8561 V#1508	6/27/2002	19,791	19,791	0
392010005-32	2002 CHEVY TRUCK -3C TAG #8560 V#3239	6/27/2002	16,984	16,984	0
392010005-33	2002 CHEVY TRUCK-5H-TAG #8563 V#8179	7/31/2002	25,675	25,675	0
392010005-34	2002 FORD TRUCK -4D TAG #8564 V#6477	9/30/2002	18,194	18,194	0
392010005-35	2003 CHEVY TRUCK-5C-TAG#8572 V#3511	2/27/2003	14,198	14,198	0
392010005-36	2004 CHEVY TRUCK -V#4675, TAG#8589	11/18/2003	12,209	12,209	0
392010005-37	2004 CHEVY TRUCK-5F TAG#8583 V#6088	11/18/2003	15,001	15,001	0
392010005-38	2004 FORD TRUCK- V#8456, TAG#8587	2/29/2004	16,653	16,653	0
392010005-39	2004 FORD TRUCK - V#4675, TAG#8589	2/29/2004	24,153	24,153	0
392010005-40	2004 FORD TRUCK - LIC#861-689 TAG#8588	3/24/2004	16,587	16,587	0
392010005-42	2005 FORD TRUCK FOR 4D - V#7398	2/28/2005	24,451	24,451	0
392010005-43	2005 CHEVY TRUCK FOR 5F - V#4521	2/28/2005	15,001	15,001	0
392010005-44	2005 FORD TRUCK FOR 3C - V#1461	2/28/2005	14,694	14,694	0
392010005-44	2005 FORD TRUCK FOR 4D - V#2779	2/28/2005	21,438	21,438	0
392010005-45	ADDITIONAL COST ON 6D TRUCK	5/31/2005	349	349	0
392010005-46	ADDITIONAL COSTS ON 4D TRUCK	5/31/2005	830	830	0
392010005-47	2006 FORD FOR 5I - V#2280	6/29/2006	14,840	14,840	0
392010005-48	2006 CHEVY TRUCK FOR 5C-V#7200	6/29/2006	12,604	12,604	0
392010005-49	2006 CHEVY TRUCK FOR 4D - V#3861	6/29/2006	19,145	19,145	0
392010005-51	2006 FORD TRUCK FOR 4D - V#6737	6/29/2006	17,741	17,741	0
392010005-52	2007 FORD FOR 5F - V#4200	4/30/2007	18,670	18,670	0
392010005-53	2007 FORD FOR 5C - V#2443	4/30/2007	22,508	22,508	0
392010005-54	PURCHASE NEW 3/4 TON CHEVY FOR 4D	4/30/2007	19,743	19,743	0
392010005-55	2007 CHEVY TRUCK FOR 4D - V#7014	4/30/2007	19,743	19,743	0
392010005-56	PURCH. NEW POOL VEHICLE-CHEVY SURBURBAN	4/30/2007	29,015	29,015	0
392010005-57	PURCHASE NEW 1/2 TON TRUCK FOR 3D	4/30/2007	15,699	15,699	0
392010005-58	2007 CHEVY TRUCK FOR 4D - V#4555	4/30/2007	16,644	16,644	0
392010005-59	2006 FORD TRUCK FOR 4D- LIC#106-329	4/30/2007	22,849	22,849	0
392010005-6	1994 CHEVY TRUCK 5C -TAG #8707 V#4953	10/1/1983	17,260	17,260	0
392010005-60	Purchase truck for transmission crew	6/30/2009	29,622	29,622	0
392010005-61	Purchase truck for transmission crew	6/30/2009	20,051	20,051	0
392010005-62	Purchase truck for transmission crew	6/30/2009	20,051	20,051	0
392010005-63	Purchase truck for transmission crew	6/30/2009	24,552	24,552	0
392010005-64	Purchase truck for transmission crew	6/30/2009	23,048	23,048	0
392010005-65	Purchase Gator for Operations	6/30/2009	9,830	9,830	0
392010005-66	Purchase Gator for Operations	6/30/2009	6,160	6,160	0
392010005-67	Purchase truck for Safety Dept.	6/30/2009	28,190	28,190	0
392010005-68	Purchase truck for Land/Reclamation	6/30/2009	23,475	23,475	0
392010005-69	Purchase suburban for Safety Dept.	12/31/2010	29,864	29,864	0
392010005-70	Purchase 2010 Chevy Tahoe-General Servic	12/31/2010	30,081	30,081	0
392010005-71	Purchase new truck for transmission dept	9/30/2012	25,202	25,202	0
392010005-72	Purchase new truck for transmission dept	9/30/2012	22,639	22,639	0
392010005-73	Purchase new truck for transmission dept	9/30/2012	22,639	22,639	0
392010005-74	Purchase new truck for transmission dept	9/30/2012	22,289	22,289	0
392010005-75	Purchased new truck for transmission dep	9/30/2014	23,462	23,462	0
392010005-76	Purchased new truck for transmission dep	9/30/2014	23,462	23,462	0
392010005-8	1977 IHC BUCKET TR 4D -TAG #8133 V#D1327	6/30/1995	91,000	91,000	0
392010015-2	4 WHEELER FOR LAKE USE	9/30/2002	6,036	6,036	0
392010015-3	Purch. of 2 4-wheelers for transmission	9/15/2005	9,878	9,878	0
392010020-1	JOHN DEER 6X4 UTILITY VEHICLE	9/16/2003	7,680	7,680	0
392010020-2	JOHN DEERE GATOR - 5F	2/29/2004	7,680	7,680	0
392010020-3	JOHN DEERE GATOR - 3C	2/29/2004	6,375	6,375	0
392010020-4	John Deere Gator	9/15/2005	6,166	6,166	0
350020010-1	POLE TRAILER	10/1/1986	10,967	9,211	1,756
350020004-1	TRANSMISSION ROLLING STOCK	10/1/1986	34,346	28,846	5,500
350020004-2	TRACTOR FOR TRANSMISSION DEPT	10/1/1986	14,450	14,450	0
350020012-1	GAS RECLAIMING UNIT/TRAILER	4/30/2002	3,500	3,500	0
392010005-11	1985 GMC FIRETRUCK-5F TAG #4276 V#2058	7/8/1985	15,000	15,000	0
392010005-13	1987 FORD DUMPTRUCK -5G TAG #4330 V#5606	12/1/1986	23,845	23,845	0
			1,278,219	1,270,963	7,256
394010005-1	DIESEL PUMP & ACCESSORIES	10/1/1983	135,263	104,247	31,016
394010005-10	PORTABLE GAS WELDING RIG	10/1/1983	7,934	7,934	0
394010005-11	BATTERY GROUND FAULT LOCATOR	10/1/1983	7,501	7,501	0
394010005-12	SURVEY EQUIPMENT	10/1/1983	8,358	8,358	0
394010005-15	HYDROLASER REPLACEMENT	10/1/1983	70,111	70,111	0

Texas Municipal Power Agency

General Plant Assets Detail Schedule as of 9/30/2015

Asset ID	Asset Description	Place in Service Date	Cost Basis	LTD Depreciation Amount	Net Book Value
394010005-16	PULSAR RELAY TEST SET	10/1/1983	48,000	48,000	0
394010005-17	PLANT KITCHEN EQUIPMENT	10/1/1983	4,752	4,752	0
394010005-18	BREAKER TEST SET	10/1/1983	17,760	17,760	0
394010005-8	ELECTRIC MOTOR SURGE TESTER	10/1/1983	12,427	12,427	0
394010005-9	THERMAL IMAGING SYSTEM	10/1/1983	9,500	9,500	0
394010005-20	GAS & DIESEL PUMPS AND TANKS	10/1/1983	16,328	12,584	3,744
394010005-14	TOOLS AND SUPPLIES	10/1/1983	39,100	13,300	25,800
394010005-6	PLANT KITCHEN EQUIPMENT	10/1/1983	21,917	17,043	4,873
394010005-13	SHOP EQUIPMENT	10/1/1983	59,989	40,181	19,808
394010005-2	ELECTRIC MOTOR FIRE PUMP	10/1/1983	135,263	104,247	31,016
394010005-3	MISC PUMPS & FIRE PROTECTION	10/1/1983	135,263	104,247	31,016
394010005-7	MISC PLANT EQUIPMENT	10/1/1983	212,755	163,970	48,785
394010005-19	UNDERGROUND PIPING AND HYDRANT	10/1/1983	1,923,685	1,482,579	441,106
394010005-5	TOOLS AND SUPPLIES	10/1/1983	2,224,247	1,714,221	510,026
394010005-4	SHOP EQUIPMENT	10/1/1983	2,786,576	2,147,607	638,969
			7,876,729	6,090,569	1,786,160
396010005-1	1985 BOOM TRUCK LIC#463-765	10/1/1983	102,972	79,360	23,612
			102,972	79,360	23,612
397010005-2	DENTON STEAM MICROWAVE	10/1/1983	118,308	91,180	27,128
397010005-3	DENTON STEAM MICROWAVE	10/1/1983	53,476	53,476	0
397010015-2	GARLAND-NEWMAN MICROWAVE	10/1/1983	75,639	75,639	0
397010025-2	Microwave line from GC to Atkins	5/21/2007	11,123	11,123	0
397010025-2	MICROWAVE LINE FROM GC TO ATKINS	5/21/2007	22,954	22,954	0
397010070-3	ROLM PHONE SYSTEM	3/27/1997	75,889	75,889	0
397010070-4	REFURBISHMENT OF PLANT GAI-TRONICS SYST.	1/31/2005	148,740	148,740	0
397010070-5	Telephone System Replacement	5/31/2008	103,459	103,459	0
397010070-2	COMMUNICATION SYSTEM	10/1/1983	7,554	2,569	4,985
397010010-1	GARLAND-OLINGER MICROWAVE	10/1/1983	13,557	10,448	3,109
397010030-1	MERIT (HUNT COUNTY) MICROWAVE	10/1/1983	15,071	11,616	3,456
397010040-1	BRYAN-DANSBY MICROWAVE	10/1/1983	28,880	22,257	6,622
397010020-1	GREENVILLE STEAM MICROWAVE	10/1/1983	45,633	35,169	10,464
397010060-1	WACO-BEPC MICROWAVE	10/1/1983	77,725	59,903	17,823
397010045-1	BRYAN-ATKINS MICROWAVE	10/1/1983	128,226	98,824	29,403
397010055-1	LEWISVILLE KXII MICROWAVE	10/1/1983	194,058	149,560	44,498
397010015-1	GARLAND-NEWMAN MICROWAVE	10/1/1983	229,216	176,656	52,560
397010025-1	GCSes MICROWAVE	10/1/1983	462,851	356,718	106,133
397010070-1	COMMUNICATION EQUIPMENT	10/1/1983	641,217	494,184	147,033
			2,453,576	2,000,364	453,212
398010005-1	DIESEL GENERATOR	10/1/1983	424,777	327,374	97,403
398010005-2	MAIN PLANT UPS	10/1/1983	224,381	172,930	51,451
398010005-3	MAIN PLANT UPS	10/1/1983	70,975	47,999	22,976
361010005-1	Transmission System Photography	1/31/2007	34,818	34,818	0
361010005-2	Transmission System Photography	1/31/2007	34,419	10,005	24,414
			789,370	593,126	196,243
399010005-1	ROAD IMPROVEMENTS	10/1/1983	2,601,650	2,005,085	596,565
399010010-1	DRAGLINE FENCING & SECURITY	3/27/1997	84,131	84,131	0
399010015-1	MOWER USED FOR GROUND MAINTENANCE	9/30/2002	7,187	7,187	0
399010015-2	PURCHASE MOWER FOR GENERAL SERVICES	6/29/2006	9,563	9,563	0
399010015-3	PURCHASE NEW MOWER FOR LAKE-3D	4/30/2007	9,292	9,292	0
399010015-4	Purchase mower for Lake use	12/31/2010	12,479	12,479	0
399010015-5	Purchase new mower for lake	9/30/2012	9,996	9,996	0
			2,734,298	2,137,733	596,565
Totals			104,112,412	63,547,525	40,564,887

Texas Municipal Power Agency
General Plant Allocation

	Allocation Method	Percent Mine	Percent Power Production	Percent Transmission	Original Cost		Original Cost		Original Cost		Accumulated Depreciation	Accum Deprec		Accum Deprec		
					Allocation to Original Cost	Allocation to Mine	Allocation to Power Production	Allocation to Transmission	Allocation to Mine	Allocation to Power Production		Allocation to Power Production	Allocation to Transmission			
A389	Land and Land Rights															
	Fee Simple Land-Plant and Lake	Acreage	0.0%	97.6%	2.4%	\$22,582,901	\$0	\$22,040,911	\$541,990	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Subtotal					\$22,582,901	\$0	\$22,040,911	\$541,990	\$0	\$0	\$0	\$0	\$0	\$0	\$0
A390	Structures and Improvements															
	Maintenance Building	Direct Assignment	0.0%	100.0%	0.0%	\$5,342,584	\$0	\$5,342,584	\$0	\$4,169,476	\$0	\$4,169,476	\$0	\$0	\$0	\$0
	Total Plant Site Whse & Office	NTP	4.0%	55.4%	40.6%	\$2,536,837	\$101,473	\$1,405,408	\$1,029,956	\$1,937,752	\$77,510	\$1,073,515	\$786,727	\$0	\$0	\$0
	Plant Storage Warehouse No. 4/5	Direct Assignment	0.0%	100.0%	0.0%	\$636,230	\$0	\$636,230	\$0	\$487,043	\$0	\$487,043	\$0	\$0	\$0	\$0
	Total Other Minor Bldg & Struc	NTP	4.0%	55.4%	40.6%	\$1,250,095	\$50,004	\$692,552	\$507,538	\$474,881	\$18,995	\$263,084	\$192,802	\$0	\$0	\$0
	Main Office Building	NTP	4.0%	55.4%	40.6%	\$5,565,384	\$222,615	\$3,083,223	\$2,259,546	\$5,043,044	\$201,722	\$2,793,847	\$2,047,476	\$0	\$0	\$0
	Land and Training Building	NTP	4.0%	55.4%	40.6%	\$54,044	\$2,162	\$29,940	\$21,942	\$41,652	\$1,666	\$23,075	\$16,911	\$0	\$0	\$0
	Site Drainage System	NTP	6.7%	93.3%	0.0%	\$6,099,429	\$408,662	\$5,690,767	\$0	\$4,723,547	\$316,478	\$4,407,070	\$0	\$0	\$0	\$0
	Total Bridge	NTP	6.7%	93.3%	0.0%	\$1,418,375	\$95,031	\$1,323,344	\$0	\$949,825	\$63,638	\$886,186	\$0	\$0	\$0	\$0
	Total Paved Surf Other Than Rd	NTP	4.0%	55.4%	40.6%	\$746,718	\$29,869	\$413,682	\$303,167	\$574,346	\$22,974	\$318,188	\$233,185	\$0	\$0	\$0
	Total Roads	NTP	4.0%	55.4%	40.6%	\$8,183,250	\$327,330	\$4,533,521	\$3,322,400	\$6,221,761	\$248,870	\$3,446,856	\$2,526,035	\$0	\$0	\$0
	Sanitary Sewer System	NTP	4.0%	55.4%	40.6%	\$473,148	\$18,926	\$262,124	\$192,098	\$364,654	\$14,586	\$202,018	\$148,049	\$0	\$0	\$0
	Total Misc Site and Improvements	NTP	4.0%	55.4%	40.6%	\$15,704,802	\$628,192	\$8,700,460	\$6,376,150	\$12,171,923	\$486,877	\$6,743,246	\$4,941,801	\$0	\$0	\$0
	Yard Lighting System	NTP	4.0%	55.4%	40.6%	\$5,790,533	\$231,621	\$3,207,955	\$2,350,956	\$4,462,748	\$178,510	\$2,472,362	\$1,811,876	\$0	\$0	\$0
	Total Domestic H2O Supply Syst	NTP	4.0%	55.4%	40.6%	\$1,241,750	\$49,670	\$687,930	\$504,151	\$891,514	\$35,661	\$493,899	\$361,955	\$0	\$0	\$0
	Boat Ramp	Direct Assignment	0.0%	100.0%	0.0%	\$3,611	\$0	\$3,611	\$0	\$2,783	\$0	\$2,783	\$0	\$0	\$0	\$0
	Subtotal					\$55,046,789	\$2,165,555	\$36,013,330	\$16,867,903	\$42,516,951	\$1,667,487	\$27,782,648	\$13,066,816	\$0	\$0	\$0
A391	Office Furniture & Equip.															
	Total Process Computer	Direct Assignment	0.0%	100.0%	0.0%	\$5,852,256	\$0	\$5,852,256	\$0	\$4,652,418	\$0	\$4,652,418	\$0	\$0	\$0	\$0
	Total Office Furniture	NTP	4.0%	55.4%	40.6%	\$616,772	\$24,671	\$341,692	\$250,410	\$561,954	\$22,478	\$311,322	\$228,153	\$0	\$0	\$0
	Total Computer Equipment	NTP	4.0%	55.4%	40.6%	\$4,778,531	\$191,141	\$2,647,306	\$1,940,084	\$3,644,087	\$145,763	\$2,018,824	\$1,479,499	\$0	\$0	\$0
	Subtotal					\$11,247,559	\$215,812	\$8,841,254	\$2,190,493	\$8,858,459	\$168,242	\$6,982,565	\$1,707,653	\$0	\$0	\$0
A392	Transportation Equipment															
	1993 GMC DUALLY -5C TAG #8253 V#4020	Direct Assignment	0.0%	100.0%	0.0%	\$14,410	\$0	\$14,410	\$0	\$14,410	\$0	\$14,410	\$0	\$0	\$0	\$0
	1994 CHEVY TRUCK 5C -TAG #8707 V#4953	Direct Assignment	0.0%	100.0%	0.0%	\$17,260	\$0	\$17,260	\$0	\$17,260	\$0	\$17,260	\$0	\$0	\$0	\$0
	1985 GMC FIRETRUCK-5F TAG #4276 V#2058	Direct Assignment	0.0%	100.0%	0.0%	\$15,000	\$0	\$15,000	\$0	\$15,000	\$0	\$15,000	\$0	\$0	\$0	\$0
	POLE TRAILER	Direct Assignment	0.0%	0.0%	100.0%	\$10,967	\$0	\$0	\$10,967	\$9,211	\$0	\$0	\$9,211	\$0	\$0	\$0
	TRACTOR FOR TRANSMISSION DEPT	Direct Assignment	0.0%	0.0%	100.0%	\$14,450	\$0	\$0	\$14,450	\$14,450	\$0	\$0	\$14,450	\$0	\$0	\$0
	TRANSMISSION ROLLING STOCK	Direct Assignment	0.0%	0.0%	100.0%	\$34,346	\$0	\$0	\$34,346	\$28,846	\$0	\$0	\$28,846	\$0	\$0	\$0
	1987 FORD DUMPTRUCK -5G TAG #4330 V#5606	Direct Assignment	0.0%	100.0%	0.0%	\$23,845	\$0	\$23,845	\$0	\$23,845	\$0	\$23,845	\$0	\$0	\$0	\$0
	1977 IHC BUCKET TR 4D -TAG #8133 V#D1327	Direct Assignment	0.0%	0.0%	100.0%	\$91,000	\$0	\$0	\$91,000	\$91,000	\$0	\$0	\$91,000	\$0	\$0	\$0
	1992 FORD DIGGER TRUCK 4D-TAG#8501	Direct Assignment	0.0%	0.0%	100.0%	\$22,500	\$0	\$0	\$22,500	\$22,500	\$0	\$0	\$22,500	\$0	\$0	\$0
	1999 DODGE TRUCK -5C - TAG #8511 V#8320	Direct Assignment	0.0%	100.0%	0.0%	\$19,903	\$0	\$19,903	\$0	\$19,903	\$0	\$19,903	\$0	\$0	\$0	\$0
	1999 DODGE TRUCK-4B TAG#8512 V#6757	Direct Assignment	0.0%	100.0%	0.0%	\$20,342	\$0	\$20,342	\$0	\$20,342	\$0	\$20,342	\$0	\$0	\$0	\$0
	2002 DODGE TRUCK - 5C - TAG #8557 V#3300	Direct Assignment	0.0%	100.0%	0.0%	\$25,736	\$0	\$25,736	\$0	\$25,736	\$0	\$25,736	\$0	\$0	\$0	\$0
	2002 DODGE TRUCK-4D -TAG #8556 V#3307	Direct Assignment	0.0%	0.0%	100.0%	\$19,829	\$0	\$0	\$19,829	\$0	\$0	\$19,829	\$0	\$0	\$0	\$0
	2002 DODGE TRUCK 5G-TAG#8562 V#9993	Direct Assignment	0.0%	100.0%	0.0%	\$13,517	\$0	\$13,517	\$0	\$13,517	\$0	\$13,517	\$0	\$0	\$0	\$0
	GAS RECLAIMING UNITY/TRAILER	Direct Assignment	0.0%	100.0%	0.0%	\$3,500	\$0	\$3,500	\$0	\$3,500	\$0	\$3,500	\$0	\$0	\$0	\$0
	2002 CHEVY TRUCK -3C TAG #8560 V#3239	NTP	4.0%	55.4%	40.6%	\$16,984	\$679	\$9,409	\$6,896	\$16,984	\$679	\$9,409	\$6,896	\$0	\$0	\$0
	2002 CHEVY TRUCK-4D - TAG #8561 V#1508	Direct Assignment	0.0%	0.0%	100.0%	\$19,791	\$0	\$0	\$19,791	\$19,791	\$0	\$0	\$19,791	\$0	\$0	\$0
	2002 CHEVY TRUCK-5H-TAG #8563 V#8179	NTP	4.0%	55.4%	40.6%	\$25,675	\$1,027	\$14,224	\$10,424	\$25,675	\$1,027	\$14,224	\$10,424	\$0	\$0	\$0
	2002 FORD TRUCK -4D TAG #8564 V#6477	Direct Assignment	0.0%	0.0%	100.0%	\$18,194	\$0	\$0	\$18,194	\$18,194	\$0	\$0	\$18,194	\$0	\$0	\$0
	4 WHEELER FOR LAKE USE	Direct Assignment	0.0%	100.0%	0.0%	\$6,036	\$0	\$6,036	\$0	\$6,036	\$0	\$6,036	\$0	\$0	\$0	\$0
	2003 CHEVY TRUCK-5C-TAG#8572 V#3511	Direct Assignment	0.0%	100.0%	0.0%	\$14,198	\$0	\$14,198	\$0	\$14,198	\$0	\$14,198	\$0	\$0	\$0	\$0
	JOHN DEER 6X4 UTILITY VEHICLE	NTP	4.0%	55.4%	40.6%	\$7,680	\$307	\$4,255	\$3,118	\$7,680	\$307	\$4,255	\$3,118	\$0	\$0	\$0
	2004 CHEVY TRUCK 5C-TAG#8582 V#6083	Direct Assignment	0.0%	100.0%	0.0%	\$12,209	\$0	\$12,209	\$0	\$12,209	\$0	\$12,209	\$0	\$0	\$0	\$0
	2004 CHEVY TRUCK-5F TAG#8583 V#6088	Direct Assignment	0.0%	100.0%	0.0%	\$15,001	\$0	\$15,001	\$0	\$15,001	\$0	\$15,001	\$0	\$0	\$0	\$0
	2004 FORD TRUCK- V#4675, TAG#8589	NTP	4.0%	55.4%	40.6%	\$24,153	\$966	\$13,381	\$9,806	\$24,153	\$966	\$13,381	\$9,806	\$0	\$0	\$0
	2004 FORD TRUCK- V#8456, TAG#8587	NTP	4.0%	55.4%	40.6%	\$16,653	\$666	\$9,226	\$6,761	\$16,653	\$666	\$9,226	\$6,761	\$0	\$0	\$0
	JOHN DEERE GATOR - 3C	NTP	4.0%	55.4%	40.6%	\$6,375	\$255	\$3,532	\$2,588	\$6,375	\$255	\$3,532	\$2,588	\$0	\$0	\$0

Texas Municipal Power Agency
General Plant Allocation

	Allocation Method	Percent Mine	Percent Power Production	Percent Transmission	Original Cost		Original Cost		Original Cost		Accum Depreciation	Accum Deprec		Accum Deprec
					Allocation to Original Cost	Allocation to Mine	Allocation to Power Production	Allocation to Transmission	Allocation to Mine	Allocation to Power Production		Allocation to Transmission		
JOHN DEERE GATOR - 5F	Direct Assignment	0.0%	100.0%	0.0%	\$7,680	\$0	\$7,680	\$0	\$7,680	\$0	\$0	\$7,680	\$0	\$0
2004 FORD TRUCK - LIC#861-689 TAG#8588	NTP	4.0%	55.4%	40.6%	\$16,587	\$663	\$9,189	\$6,734	\$16,587	\$663	\$9,189	\$6,734	\$663	\$6,734
2005 CHEVY TRUCK FOR 5F - VH4521	Direct Assignment	0.0%	100.0%	0.0%	\$15,001	\$0	\$15,001	\$0	\$15,001	\$0	\$15,001	\$0	\$0	\$15,001
2005 FORD TRUCK FOR 3C - VH1461	NTP	4.0%	55.4%	40.6%	\$14,694	\$588	\$8,140	\$5,966	\$14,694	\$588	\$8,140	\$5,966	\$588	\$5,966
2005 FORD TRUCK FOR 4D - VH2779	Direct Assignment	0.0%	0.0%	100.0%	\$21,438	\$0	\$0	\$21,438	\$21,438	\$0	\$0	\$21,438	\$0	\$21,438
2005 FORD TRUCK FOR 4D - VH7398	Direct Assignment	0.0%	0.0%	100.0%	\$24,451	\$0	\$0	\$24,451	\$24,451	\$0	\$0	\$24,451	\$0	\$24,451
PURCHASE NEW TRUCK FOR 4B	Direct Assignment	0.0%	100.0%	0.0%	\$17,773	\$0	\$17,773	\$0	\$17,773	\$0	\$17,773	\$0	\$0	\$17,773
ADDITIONAL COST ON 6D TRUCK	Direct Assignment	100.0%	0.0%	0.0%	\$349	\$349	\$0	\$0	\$349	\$349	\$0	\$0	\$0	\$349
ADDITIONAL COSTS ON 4D TRUCK	Direct Assignment	0.0%	0.0%	100.0%	\$830	\$0	\$0	\$830	\$830	\$0	\$0	\$830	\$0	\$830
John Deere Gator	NTP	4.0%	55.4%	40.6%	\$6,166	\$247	\$3,416	\$2,503	\$6,166	\$247	\$3,416	\$2,503	\$247	\$2,503
Purch. of 2 4-wheelers for transmission	Direct Assignment	0.0%	0.0%	100.0%	\$9,878	\$0	\$0	\$9,878	\$9,878	\$0	\$0	\$9,878	\$0	\$9,878
2006 CHEVY TRUCK FOR 4D - VH3861	Direct Assignment	0.0%	0.0%	100.0%	\$19,145	\$0	\$0	\$19,145	\$19,145	\$0	\$0	\$19,145	\$0	\$19,145
2006 CHEVY TRUCK FOR 5C-VH7200	Direct Assignment	0.0%	100.0%	0.0%	\$12,604	\$0	\$12,604	\$0	\$12,604	\$0	\$12,604	\$0	\$0	\$12,604
2006 FORD FOR 5I - VH2280	NTP	4.0%	55.4%	40.6%	\$14,840	\$594	\$8,221	\$6,025	\$14,840	\$594	\$8,221	\$6,025	\$594	\$6,025
2006 FORD TRUCK FOR 4D - VH6737	Direct Assignment	0.0%	0.0%	100.0%	\$17,741	\$0	\$0	\$17,741	\$17,741	\$0	\$0	\$17,741	\$0	\$17,741
2006 FORD TRUCK FOR 4D- LIC#106-329	Direct Assignment	0.0%	0.0%	100.0%	\$22,849	\$0	\$0	\$22,849	\$22,849	\$0	\$0	\$22,849	\$0	\$22,849
2007 CHEVY TRUCK FOR 4D - VH4555	Direct Assignment	0.0%	0.0%	100.0%	\$16,644	\$0	\$0	\$16,644	\$16,644	\$0	\$0	\$16,644	\$0	\$16,644
2007 CHEVY TRUCK FOR 4D - VH7014	Direct Assignment	0.0%	0.0%	100.0%	\$19,743	\$0	\$0	\$19,743	\$19,743	\$0	\$0	\$19,743	\$0	\$19,743
2007 FORD FOR 5C - VH2443	Direct Assignment	0.0%	100.0%	0.0%	\$22,508	\$0	\$22,508	\$0	\$22,508	\$0	\$22,508	\$0	\$0	\$22,508
2007 FORD FOR 5F - VH4200	Direct Assignment	0.0%	100.0%	0.0%	\$18,670	\$0	\$18,670	\$0	\$18,670	\$0	\$18,670	\$0	\$0	\$18,670
PURCH. NEW POOL VEHICLE-CHEVY SURBURBAN	NTP	4.0%	55.4%	40.6%	\$29,015	\$1,161	\$16,074	\$11,780	\$29,015	\$1,161	\$16,074	\$11,780	\$1,161	\$16,074
PURCHASE NEW 1/2 TON TRUCK FOR 3D	Direct Assignment	0.0%	100.0%	0.0%	\$15,699	\$0	\$15,699	\$0	\$15,699	\$0	\$15,699	\$0	\$0	\$15,699
PURCHASE NEW 3/4 TON CHEVY FOR 4D	Direct Assignment	0.0%	0.0%	100.0%	\$19,743	\$0	\$0	\$19,743	\$19,743	\$0	\$0	\$19,743	\$0	\$19,743
Purchase Gator for Operations	Direct Assignment	0.0%	100.0%	0.0%	\$9,830	\$0	\$9,830	\$0	\$9,830	\$0	\$9,830	\$0	\$0	\$9,830
Purchase Gator for Operations	Direct Assignment	0.0%	100.0%	0.0%	\$6,160	\$0	\$6,160	\$0	\$6,160	\$0	\$6,160	\$0	\$0	\$6,160
Purchase truck for Land/Reclamation	Direct Assignment	100.0%	0.0%	0.0%	\$23,475	\$23,475	\$0	\$0	\$23,475	\$23,475	\$0	\$0	\$0	\$23,475
Purchase truck for Safety Dept.	NTP	4.0%	55.4%	40.6%	\$28,190	\$1,128	\$15,617	\$11,445	\$28,190	\$1,128	\$15,617	\$11,445	\$1,128	\$11,445
Purchase truck for transmission crew	Direct Assignment	0.0%	0.0%	100.0%	\$29,622	\$0	\$0	\$29,622	\$29,622	\$0	\$0	\$29,622	\$0	\$29,622
Purchase truck for transmission crew	Direct Assignment	0.0%	0.0%	100.0%	\$20,051	\$0	\$0	\$20,051	\$20,051	\$0	\$0	\$20,051	\$0	\$20,051
Purchase truck for transmission crew	Direct Assignment	0.0%	0.0%	100.0%	\$20,051	\$0	\$0	\$20,051	\$20,051	\$0	\$0	\$20,051	\$0	\$20,051
Purchase truck for transmission crew	Direct Assignment	0.0%	0.0%	100.0%	\$24,552	\$0	\$0	\$24,552	\$24,552	\$0	\$0	\$24,552	\$0	\$24,552
Purchase truck for transmission crew	Direct Assignment	0.0%	0.0%	100.0%	\$23,048	\$0	\$0	\$23,048	\$23,048	\$0	\$0	\$23,048	\$0	\$23,048
Purchase 2010 Chevy Tahoe-General Servic	NTP	4.0%	55.4%	40.6%	\$30,081	\$1,203	\$16,665	\$12,213	\$30,081	\$1,203	\$16,665	\$12,213	\$1,203	\$16,665
Purchase suburban for Safety Dept.	NTP	4.0%	55.4%	40.6%	\$29,864	\$1,195	\$16,545	\$12,125	\$29,864	\$1,195	\$16,545	\$12,125	\$1,195	\$16,545
Purchase new truck for transmission dept	Direct Assignment	0.0%	0.0%	100.0%	\$25,202	\$0	\$0	\$25,202	\$25,202	\$0	\$0	\$25,202	\$0	\$25,202
Purchase new truck for transmission dept	Direct Assignment	0.0%	0.0%	100.0%	\$22,639	\$0	\$0	\$22,639	\$22,639	\$0	\$0	\$22,639	\$0	\$22,639
Purchase new truck for transmission dept	Direct Assignment	0.0%	0.0%	100.0%	\$22,639	\$0	\$0	\$22,639	\$22,639	\$0	\$0	\$22,639	\$0	\$22,639
Purchase new truck for transmission dept	Direct Assignment	0.0%	0.0%	100.0%	\$22,289	\$0	\$0	\$22,289	\$22,289	\$0	\$0	\$22,289	\$0	\$22,289
Purchase new truck for transmission dept	Direct Assignment	0.0%	0.0%	100.0%	\$23,462	\$0	\$0	\$23,462	\$23,462	\$0	\$0	\$23,462	\$0	\$23,462
Purchase new truck for transmission dept	Direct Assignment	0.0%	0.0%	100.0%	\$23,462	\$0	\$0	\$23,462	\$23,462	\$0	\$0	\$23,462	\$0	\$23,462
Subtotal					\$1,278,219	\$34,503	\$474,776	\$768,940	\$1,270,963	\$34,503	\$474,776	\$761,684		
A394 Tools, Shop & Garage Equip.														
Underground Piping and Hydrant	NTP	4.0%	55.4%	40.6%	\$1,923,685	\$76,947	\$1,065,721	\$781,016	\$1,482,579	\$59,303	\$821,349	\$601,927	\$59,303	\$821,349
Diesel Pump and Accessories	NTP	4.0%	55.4%	40.6%	\$135,263	\$5,411	\$74,936	\$54,917	\$104,247	\$4,170	\$57,753	\$42,324	\$4,170	\$57,753
Electric Motor Fire Pump & Acc	NTP	4.0%	55.4%	40.6%	\$135,263	\$5,411	\$74,936	\$54,917	\$104,247	\$4,170	\$57,753	\$42,324	\$4,170	\$57,753
Misc Pumps & Fire Protec Equip	NTP	4.0%	55.4%	40.6%	\$135,263	\$5,411	\$74,936	\$54,917	\$104,247	\$4,170	\$57,753	\$42,324	\$4,170	\$57,753
Total Shop Equipment	NTP	4.0%	55.4%	40.6%	\$2,846,565	\$113,863	\$1,576,997	\$1,155,706	\$2,187,788	\$87,512	\$1,212,034	\$888,242	\$87,512	\$1,212,034
Total Tools and Supplies	NTP	4.0%	55.4%	40.6%	\$2,263,346	\$90,534	\$1,253,894	\$918,919	\$1,727,521	\$69,101	\$957,047	\$701,373	\$69,101	\$957,047
Total Plant Kitchen Equipment	Direct Assignment	0.0%	100.0%	0.0%	\$26,669	\$0	\$26,669	\$0	\$26,669	\$0	\$26,669	\$0	\$0	\$26,669
Gas & Diesel Pumps and Tanks	NTP	4.0%	55.4%	40.6%	\$16,328	\$653	\$9,046	\$6,629	\$12,584	\$503	\$6,971	\$5,109	\$503	\$6,971
Total Misc Plant Equipment	NTP	4.0%	55.4%	40.6%	\$394,346	\$15,774	\$218,468	\$160,104	\$345,561	\$13,822	\$191,441	\$140,298	\$13,822	\$191,441
Subtotal					\$7,876,729	\$314,002	\$4,375,602	\$3,187,124	\$6,090,569	\$242,751	\$3,383,896	\$2,463,922		
A396 Power Operated Equipment														
1985 Boom Truck LIC # 463-765	Direct Assignment	0.0%	0.0%	100.0%	\$102,972	\$0	\$0	\$102,972	\$79,360	\$0	\$0	\$79,360	\$0	\$79,360

Texas Municipal Power Agency
General Plant Allocation

	Allocation Method	Percent Mine	Percent Power Production	Percent Transmission	Original Cost Allocation to		Original Cost Allocation to Transmission	Accumulated Depreciation	Accum Deprec Allocation to		Accum Deprec Allocation to Transmission		
					Original Cost	Mine			Power Production	Mine		Power Production	
Subtotal					\$102,972	\$0	\$0	\$102,972	\$79,360	\$0	\$0	\$79,360	
A397	Communication Equipment												
	Total Denton Steam Microwave	Direct Assignment	0.0%	0.0%	100.0%	\$171,784	\$0	\$0	\$171,784	\$144,656	\$0	\$0	\$144,656
	Garland-Olinger Microwave	Direct Assignment	0.0%	0.0%	100.0%	\$13,557	\$0	\$0	\$13,557	\$10,448	\$0	\$0	\$10,448
	Garland-Newman Microwave	Direct Assignment	0.0%	0.0%	100.0%	\$304,855	\$0	\$0	\$304,855	\$252,295	\$0	\$0	\$252,295
	Greenville Steam Microwave	Direct Assignment	0.0%	0.0%	100.0%	\$45,633	\$0	\$0	\$45,633	\$35,169	\$0	\$0	\$35,169
	GCSES Microwave	Direct Assignment	0.0%	0.0%	100.0%	\$462,851	\$0	\$0	\$462,851	\$356,718	\$0	\$0	\$356,718
	Merit (Hunt County) Microwave	Direct Assignment	0.0%	0.0%	100.0%	\$15,071	\$0	\$0	\$15,071	\$11,616	\$0	\$0	\$11,616
	Bryan Dansby Microwave	Direct Assignment	0.0%	0.0%	100.0%	\$28,880	\$0	\$0	\$28,880	\$22,257	\$0	\$0	\$22,257
	Bryan Atkins Microwave	Direct Assignment	0.0%	0.0%	100.0%	\$128,226	\$0	\$0	\$128,226	\$98,824	\$0	\$0	\$98,824
	Lewisville XXII Microwave	Direct Assignment	0.0%	0.0%	100.0%	\$194,058	\$0	\$0	\$194,058	\$149,560	\$0	\$0	\$149,560
	WACO - BEPC Microwave	Direct Assignment	0.0%	0.0%	100.0%	\$77,725	\$0	\$0	\$77,725	\$59,903	\$0	\$0	\$59,903
	Microwave Line from GC to Atkins	Direct Assignment	0.0%	0.0%	100.0%	\$11,123	\$0	\$0	\$11,123	\$11,123	\$0	\$0	\$11,123
	Misc Communication Equipment	NTP	4.0%	55.4%	40.6%	\$999,813	\$39,993	\$553,896	\$405,924	\$847,796	\$33,912	\$469,679	\$344,205
	Subtotal				\$2,453,576	\$39,993	\$553,896	\$1,859,687	\$2,000,364	\$33,912	\$469,679	\$1,496,773	
A398	Misc. Equipment												
	Diesel Generator	NTP	4.0%	55.4%	40.6%	\$424,777	\$16,991	\$235,326	\$172,459	\$327,374	\$13,095	\$181,365	\$132,914
	Total Main Plant UPS	NTP	4.0%	55.4%	40.6%	\$295,356	\$11,814	\$163,627	\$119,915	\$220,929	\$8,837	\$122,395	\$89,697
	Photography	Direct Assignment	0.0%	0.0%	100.0%	\$69,236	\$0	\$0	\$69,236	\$44,823	\$0	\$0	\$44,823
	Subtotal				\$789,370	\$28,805	\$398,954	\$361,611	\$593,126	\$21,932	\$303,760	\$267,434	
A399	Other Tangible Property												
	Road Improvements & dragline fencing & sec	NTP	4.0%	55.4%	40.6%	\$2,685,781	\$107,431	\$1,487,923	\$1,090,427	\$2,089,216	\$83,569	\$1,157,425	\$848,222
	Mowers	NTP	4.0%	55.4%	40.6%	\$48,517	\$1,941	\$26,878	\$19,698	\$48,517	\$1,941	\$26,878	\$19,698
	Subtotal				\$2,734,298	\$109,372	\$1,514,801	\$1,110,125	\$2,137,733	\$85,509	\$1,184,304	\$867,919	
Total General Plant					\$104,112,412	\$2,908,042	\$74,213,525	\$26,990,845	\$63,547,525	\$2,254,336	\$40,581,628	\$20,711,562	

Texas Municipal Power Agency
Amount Paid to the Agency by Member Cities

Fiscal Year	Power Sales	Amounts Paid to Agency By Member Cities				Ratio of Payments				
		Bryan	Denton	Garland	Greenville	Bryan	Denton	Garland	Greenville	Total
1984	\$85,191,000.00	\$17,191,554	\$17,924,151	\$41,794,703	\$8,280,592	20.18%	21.04%	49.06%	9.72%	100.00%
1985	\$187,737,000.00	\$37,885,348	\$39,499,787	\$92,103,769	\$18,248,096	20.18%	21.04%	49.06%	9.72%	100.00%
1986	\$191,180,000.00	\$38,580,146	\$40,224,193	\$93,792,904	\$18,582,757	20.18%	21.04%	49.06%	9.72%	100.00%
1987	\$188,454,000.00	\$36,842,848	\$40,743,630	\$92,530,880	\$18,336,642	19.55%	21.62%	49.10%	9.73%	100.00%
1988	\$190,654,000.00	\$36,586,438	\$41,486,357	\$93,096,337	\$19,484,868	19.19%	21.76%	48.83%	10.22%	100.00%
1989	\$175,652,000.00	\$34,392,712	\$38,327,234	\$84,488,553	\$18,443,500	19.58%	21.82%	48.10%	10.50%	100.00%
1990	\$168,889,000.00	\$33,456,809	\$37,155,622	\$79,901,366	\$18,375,202	19.81%	22.00%	47.31%	10.88%	100.00%
1991	\$168,096,000.00	\$33,102,531	\$36,632,258	\$79,753,773	\$18,607,437	19.69%	21.79%	47.45%	11.07%	100.00%
1992	\$167,464,000.00	\$33,241,574	\$36,138,761	\$79,511,963	\$18,571,702	19.85%	21.58%	47.48%	11.09%	100.00%
1993	\$171,910,000.00	\$35,568,069	\$36,049,571	\$81,313,510	\$18,978,850	20.69%	20.97%	47.30%	11.04%	100.00%
1994	\$174,147,000.00	\$38,312,365	\$38,312,365	\$81,849,115	\$15,673,155	22.00%	22.00%	47.00%	9.00%	100.00%
1995	\$171,898,000.00	\$37,817,507	\$37,817,507	\$80,792,055	\$15,470,930	22.00%	22.00%	47.00%	9.00%	100.00%
1996	\$163,661,000.00	\$35,899,681	\$35,758,679	\$76,920,733	\$15,081,907	21.94%	21.85%	47.00%	9.22%	100.00%
1997	\$158,202,000.00	\$34,329,834	\$33,697,026	\$74,354,940	\$15,820,200	21.70%	21.30%	47.00%	10.00%	100.00%
1998	\$168,103,000.00	\$36,478,351	\$35,805,939	\$79,008,410	\$16,810,300	21.70%	21.30%	47.00%	10.00%	100.00%
1999	\$168,886,000.00	\$36,648,262	\$35,972,718	\$79,376,420	\$16,888,600	21.70%	21.30%	47.00%	10.00%	100.00%
2000	\$165,097,000.00	\$35,826,049	\$35,165,661	\$77,595,590	\$16,509,700	21.70%	21.30%	47.00%	10.00%	100.00%
2001	\$179,943,000.00	\$39,047,631	\$38,327,859	\$84,573,210	\$17,994,300	21.70%	21.30%	47.00%	10.00%	100.00%
2002	\$185,758,000.00	\$40,230,765	\$39,651,078	\$87,302,902	\$18,573,255	21.66%	21.35%	47.00%	10.00%	100.00%
2003	\$194,790,000.00	\$42,404,888	\$41,689,440	\$91,286,470	\$19,409,203	21.77%	21.40%	46.86%	9.96%	100.00%
2004	\$200,208,000.00	\$43,420,423	\$42,845,792	\$93,962,319	\$19,979,465	21.69%	21.40%	46.93%	9.98%	100.00%
2005	\$209,439,000.00	\$45,453,431	\$44,733,031	\$98,344,467	\$20,908,072	21.70%	21.36%	46.96%	9.98%	100.00%
2006	\$217,762,000.00	\$47,334,078	\$46,472,327	\$102,223,519	\$21,732,076	21.74%	21.34%	46.94%	9.98%	100.00%
2007	\$221,824,000.00	\$48,155,447	\$47,417,590	\$104,068,163	\$22,182,800	21.71%	21.38%	46.91%	10.00%	100.00%
2008	\$236,311,000.00	\$51,245,680	\$50,565,371	\$110,901,555	\$23,598,394	21.69%	21.40%	46.93%	9.99%	100.00%
2009	\$197,392,000.00	\$42,591,301	\$42,859,565	\$92,115,984	\$19,825,150	21.58%	21.71%	46.67%	10.04%	100.00%
2010	\$211,684,000.00	\$45,721,786	\$45,649,213	\$99,040,992	\$21,272,009	21.60%	21.56%	46.79%	10.05%	100.00%
2011	\$138,069,000.00	\$29,974,786	\$29,580,070	\$64,673,450	\$13,840,694	21.71%	21.42%	46.84%	10.02%	100.00%
2012	\$112,265,000.00	\$24,371,669	\$23,942,382	\$52,722,458	\$11,228,491	21.71%	21.33%	46.96%	10.00%	100.00%
2013 *	\$219,311,000.00	\$47,665,306	\$46,871,131	\$103,107,975	\$21,666,588	21.73%	21.37%	47.01%	9.88%	100.00%
Total		\$1,139,777,270	\$1,157,316,308	\$2,552,508,486	\$540,374,937					
2014	\$225,769,032.00	\$49,120,056	\$48,184,087	\$106,285,320	\$22,179,569	21.76%	21.34%	47.08%	9.82%	100.00%
2015	\$230,094,555.00	\$50,001,738	\$49,075,365	\$108,084,122	\$22,933,329	21.73%	21.33%	46.97%	9.97%	100.00%
	\$5,845,840,587.00	\$1,238,899,064	\$1,254,575,760	\$2,766,877,928	\$585,487,835					

* Last presented

Total:	Power Sales	PPE Interest
Bryan	\$1,238,899,064	21.19%
Denton	\$1,254,575,760	21.46%
Garland	\$2,766,877,928	47.33%
Greenville	\$585,487,835	10.02%

DECOMMISSIONING ESCROW AGREEMENT

THIS DECOMMISSIONING ESCROW AGREEMENT (this “**Agreement**”), dated as of _____ (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 “**Cities**” or “**Participating Public Entities**” or individually “**City**” or “**Participating Public Entity**”) and _____, a _____, as escrow agent (the “**Escrow Agent**”).

RECITALS

A. TMPA and the Cities are parties to identical Power Sales Contracts and have entered into a Joint Operating Agreement (“**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;

B. The Joint Operating Agreement provides for the TMPA to adopt a plan for the decommissioning of the Gibbons Creek Plant;

C. The Joint Operating Agreement provides for the creation of a Decommissioning Escrow Agreement to pay the costs of decommissioning pursuant to the Decommissioning Plan.

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 Decommissioning Escrow Agreement and the schedule referred to herein and attached hereto.

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

“**Completion Notice**” shall have the meaning given such term in **Section 3.2.1**.

“**Decommissioned Facilities**” shall mean those Facilities of TMPA identified to be decommissioned in the Decommissioning Plan.

“**Decommissioning Amount**” shall mean the amount specified in Section 5.5 of the Joint Operating Agreement.

“**Decommissioning Completion**” shall have the meaning given such term in **Section 3.2.1**.

“**Decommissioning Costs**” shall mean all necessary and reasonable costs incurred by TMPA in decommissioning or removing the Decommissioned Facilities, including all associated environmental remediation, net of any salvage value, in accordance with Section 5.5.3 of the Joint Operating Agreement and the Decommissioning Plan and Good Utility Practice, together with the costs of any insurance, indemnities (other than the Indemnities under Section 6.3 of the Joint Operating Agreement) or associated retention for environmental liabilities incurred after the cessation of the Generation Business, as provided in Section 6.1(e) of the Joint Operating Agreement.

“**Decommissioning Plan**” shall refer to the Decommissioning Plan described in Section 5.3 of the Joint Operating Agreement.

“**Decommissioning Date**” shall mean the date that Decommissioning of the Facilities commences.

“**Decommissioning Completion**” shall have the meaning given such term in **Section 3.2.1**.

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

“**Deemed Decommissioning Date**” shall have the meaning given that term in **Section 3.1.2**.

“**Disposition Event**” shall mean the sale or transfer by TMPA of the Facilities identified in the Decommissioning Plan to a third party.

“**Dispute Period**” shall have the meaning given such term in **Section 3.1.2(ii)**.

“**Disputed Decommissioning Costs**” shall have the meaning given such term in **Section 3.1.2(ii)**.

“**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.

“**Facilities**” shall mean the facilities identified in the Decommissioning Plan.

“**Final Order**” shall have the meaning given such term in **Section 3.1.2(iv)**.

“Good Utility Practice” means any of the practices, methods, and acts engaged in or approved by a significant portion of the electric industry in the State of Texas during the relevant time period, or any of the practices, methods, and acts that, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a commercially reasonable cost consistent with good business practices, reliability, safety, and expedition. Good utility practice is not intended to be limited to the optimum practice, method, or act, to the exclusion of all others, but rather is intended to include acceptable industry practices, methods, and acts generally accepted in the region.

“Joint Notice” shall have the meaning given such term in **Section 3.1.2(iv)**.

“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.

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

“Participating Public Entity” shall mean each City, unless and until such City is removed from the Agency under Section 163.076 of the Texas Utilities Code, and any public entity added to the Agency as provided in Section 163.076.

“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.

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

“Submission Notice” shall have the meaning given such term in **Section 3.1.2(i)**.

“Submitted Decommissioning Costs” shall have the meaning given such term in **Section 3.1.2(i)**.

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(s) 5.5 of the Joint Operating Agreement.
- 2.3.2 TMPA shall pay any amounts required by **Section 2.3.1** to the Escrow Agent via wire transfer of immediately available funds to an account designated in writing by the Escrow Agent 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 the sale or salvage of Generation Assets and required to be placed in the Decommissioning Reserve Account , as described in Sections 3.2.3(3), 4.2, 4.6(2) and 5.4(3) of the Joint Operating Agreement.
- 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 from time to time by TMPA or, if TMPA has not made any direction, in United States treasury securities having a maturity date no later than sixty days (60) after such date; **provided** TMPA shall not be entitled to direct amounts held in the Escrow Account, and the Escrow Agent shall not be obligated to invest amounts held in the Escrow Account, in investment that would reasonably be considered speculative. All investments must be consistent with TMPA’s Investment Policy adopted under the Public Funds Investment Act. 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 Account.

**ARTICLE 3.
DISBURSEMENTS**

3.1 Disbursement for Decommissioning Costs.

3.1.1 TMPA shall give notice to the Participating Public Entities and the Escrow Agent of the occurrence of the Decommissioning Date (a “**Decommissioning Date Notice**”) at least sixty (60) days prior to the Decommissioning Date. If the Participating Public Entities believe the Decommissioning Date has occurred and that TMPA has not timely given a Decommissioning Date Notice, the Participating Public Entities may give a Decommissioning Date Notice to the Escrow Agent and TMPA. The Decommissioning Date shall be deemed to have occurred for purposes of this Agreement if TMPA has given a Decommissioning Date Notice or the Participating Public Entities have given a Decommissioning Date Notice.

3.1.2 From and after the deemed occurrence of the Decommissioning Date pursuant to **Section 3.1.1** (the “**Deemed Decommissioning Date**”), the Escrow Agent shall distribute amounts held in the Escrow Account to or on behalf TMPA for payment of Decommissioning Costs in accordance with the following procedures:

- (i) From and after the Deemed Decommissioning Date, TMPA may from time to time submit one or more notices (each, a “**Submission Notice**”) to the Escrow Agent. The Submission Notice shall specify the amount of Decommissioning Costs for which TMPA is seeking reimbursement or payment (“**Submitted Decommissioning Costs**”) and shall provide each of the Participating Public Entities and the Escrow Agent with reasonable documentation supporting the Submitted Decommissioning Costs;
- (ii) The Participating Public Entities may dispute any Submitted Decommissioning Costs by giving notice of such dispute to the Escrow Agent and TMPA within thirty (30) days after receipt of a Submission Notice with respect to such Submitted Decommissioning Costs (the “**Dispute Period**”) specifying the amount of such Submitted Decommissioning Costs being disputed by the party (the “**Disputed Decommissioning Costs**”);
- (iii) Following the Dispute Period, and no later than fifteen (15) days after the end of the Dispute Period, the Escrow Agent shall pay to TMPA or at TMPA’s direction, a Submitted Decommissioning Costs the amounts that are not Disputed Decommissioning Costs to the extent that amounts are then available in the Escrow Account; and
- (iv) The Escrow Agent shall not distribute the Disputed Decommissioning Costs until the Escrow Agent receives (a) a final non-appealable award of an Arbitrator or a final non-appealable order of a court of competent jurisdiction (a “**Final Order**”), or (b) a writing signed by both the Participating Public Entities and TMPA (a “**Joint Notice**”), in each case specifying the portion, if any, of the Disputed

Decommissioning Costs to which TMPA is entitled, whereupon the Escrow Agent shall distribute to TMPA or at TMPA's direction the amount of Disputed Decommissioning Costs to which it is entitled pursuant to the Final Order or Joint Notice and the remaining Disputed Decommissioning Costs which are the subject of such Final Order or Joint Notice shall cease to be Disputed Decommissioning Costs with the same effect as if such Disputed Decommissioning Costs had never been Submitted Decommissioning Costs.

3.2 Disbursement upon Decommissioning Completion.

- 3.2.1 TMPA shall give notice to the Participating Public Entities and the Escrow Agent of the occurrence of the completion of the decommissioning and removal of all of the Decommissioned Facilities (a "**Completion Notice**") within sixty (60) days after the completion of the decommissioning and removal of the Decommissioned Facilities (the "**Decommissioning Completion**"). If the Participating Public Entities believe the Decommissioning Completion has occurred and that TMPA has not timely given a Completion Notice, the Participating Public Entities may give a Completion Notice to the Escrow Agent and TMPA. The Decommissioning Completion shall be deemed to have occurred for purposes of this Agreement if TMPA has given a Completion Notice or the Participating Public Entities have given a Completion Notice and TMPA has not given notice to the Escrow Agent objecting to the Participating Public Entities' Completion Notice within twenty (20) days after the Participating Public Entities gave the Completion Notice.
- 3.2.2 Within fifteen (15) days after receiving a Completion Notice, or the deemed occurrence of the Decommissioning Completion pursuant to **Section 3.2.1**, the Escrow Agent shall distribute to the Participating Public Entities all remaining amounts held in the Escrow Account in accordance with the provisions of Section 5.5.3 of the Joint Operating Agreement, minus the then outstanding amount of Disputed Decommissioning Costs that have not been distributed to TMPA. Upon receipt by the Escrow Agent after the Deemed Completion Date of a Final Order or Joint Notice specifying the portion, if any, of the Disputed Decommissioning Costs to which TMPA is entitled, the Escrow Agent shall distribute to TMPA the amount of Disputed Decommissioning Costs to which it is entitled pursuant to the Final Order or Joint Notice and shall distribute to the Participating Public Entities in accordance with the provisions of Section 5.5.3 of the Joint Operating Agreement the remaining Disputed Decommissioning Costs which are the subject of such Final Order or Joint Notice.

3.3 Disbursement upon Disposition Event.

- 3.3.1 TMPA shall give notice to the Participating Public Entities and the Escrow Agent of the occurrence of a Disposition Event (a "**Disposition Notice**") within sixty (60) days after the occurrence of a Disposition Event. If the Participating Public Entities believe that a Disposition Event has occurred and that TMPA has not timely given a Disposition Notice, the Participating Public Entities may give a Disposition Notice to the Escrow Agent and TMPA. A Disposition Notice shall be deemed to have occurred for purposes of this Agreement if (i) TMPA has given a Disposition Notice, (ii) the Participating Public Entities

have given a Disposition Notice and TMPA has not given notice to the Escrow Agent objecting to the Participating Public Entities' Disposition Notice within twenty (20) days after the Participating Public Entities gave the Disposition Notice, or (iii) a Final Order holds that a Disposition Event has occurred.

3.3.2 Within fifteen (15) days after the deemed occurrence of a Disposition Event, the Escrow Agent shall distribute to the Participating Public Entities in accordance with the provisions of Section 5.5.3 of the Joint Operating Agreement, or at their direction, all remaining amounts held in the Escrow Account.

3.4 Disbursement in Accordance with Joint Notice. 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.

3.5 Payment of Disbursements. The Escrow Agent shall make all payments to the Cities or TMPA via wire transfer of immediately available funds to an account or accounts designated in writing by the Cities or TMPA, respectively, no less than five (5) days prior to the due date of such payment; **provided**, if the Participating Public Entities or TMPA have 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).

3.6 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.

3.7 Disputes. 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 or any other questions arising under this Agreement, shall be settled either by a Joint Notice or a Final Order. 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 shall be paid from readily available funds in the Escrow Account. Prior to the settlement of any dispute as provided in this section, the Escrow Agent shall retain in its possession, without liability to anyone, any portion of the amounts in the Escrow Account that is the subject of such dispute.

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. 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 Account.

- 4.2 Liabilities of the Escrow Agent.** The Escrow Agent shall not be liable to TMPA, the Participating Public Entities 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 a breach of fiduciary duty, an act outside the scope of authority provided by this Agreement, negligence, the 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 opinion of such counsel.
- 4.3 Indemnification of the Escrow Agent.** The Participating Public Entities 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 breached its fiduciary duties, acted outside the scope of authority provided by this Agreement, acted in negligent manner, 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 depository 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.

- 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 the amounts in the Escrow Account to such successor escrow agent.
- 4.6 Fees and Expenses of the Escrow Agent.** The fees 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.
- 4.7 Additional Agreements Relating to the Escrow Agent.**
- 4.7.1 Unless requested by the Parties or otherwise specifically set forth herein, 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 The Escrow Agent makes no 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 following the Decommissioning Completion, or a Disposition Event; **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 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
936-873-1123
Attention: General Manager

if to the Escrow Agent:

Attn: _____
Fax: (____) _____

With copy to:

Attn: _____
Fax: (____) _____

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.

- 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 on 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.

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: _____

[ESCROW AGENT], as Escrow Agent

By: _____

Name: _____

Title: _____

EXHIBIT A

Fee Schedule

g:\b\bryan\tmpa restructure\operating agreement\escrow agreement\decommissioning escrow -5-10-16 clean.docx

TMPA JOINT OPERATING AGREEMENT
SCHEDULE G – MINE RECLAMATION PLAN
(JKH 03/30/16)

Introduction

The purpose of the Mine Reclamation Plan is to satisfy all applicable regulatory requirements and release the mine area from all mine reclamation obligations so that land that was leased for mining may be returned to its owners and land owned by TMPA can be sold. Mine reclamation obligations are represented by a performance bond held by the principal regulatory authority with jurisdiction over mining – the Railroad Commission of Texas (RCT). The bond is released by the RCT upon demonstrations that regulatory performance standards have been met.

Release of the performance bond is separated into three phases – Phase I (release of 60% of bonding funds) upon a demonstration that post-mining soils have met the standards, Phase II (release of additional 25% of bonding funds) upon a demonstration that permanent vegetation has been adequately re-established, and Phase III (release of remaining 15% of bonding funds) upon a demonstration that groundwater has reached equilibrium. Phase III bond release represents final bond release indicating that the mine permit holder has satisfied all the requirements and the land is no longer encumbered by any reclamation obligations.

It should be noted that the large construction activities of mine reclamation have been completed. These included: shaping of the surface topography; reconstruction of suitable mine soils, filling in, or conversion of, mine pits to end lakes; restoration of creeks and wetland habitats; planting of permanent grasses and trees. The remaining reclamation and bond release work primarily consists of tasks such as: repair of soil erosion; evaluation of vegetation productivity; sampling and analysis of mine soils, surface water, and ground water; correction of mapping discrepancies; and mitigation of acid seeps. All of these activities are documented and submitted for Railroad Commission review and approval as prerequisites to bond release.

Overall status of Mine reclamation

The overall status of mine reclamation as of the end of FY 15 (September 30, 2015) is summarized graphically in Figure 1. Out of an area of 8,825 acres of mine land that was originally under bond, 1,724 acres have been completely released, and an additional 4,507 acres have been submitted for final bond release (more detailed information is provided in Table 1). Final bond release applications have been taking an average of two years to process by the RCT so it is anticipated that the 2015 submittals will be released in 2017.

Figure 1 – Overall Status of Bond Release on Mine Property

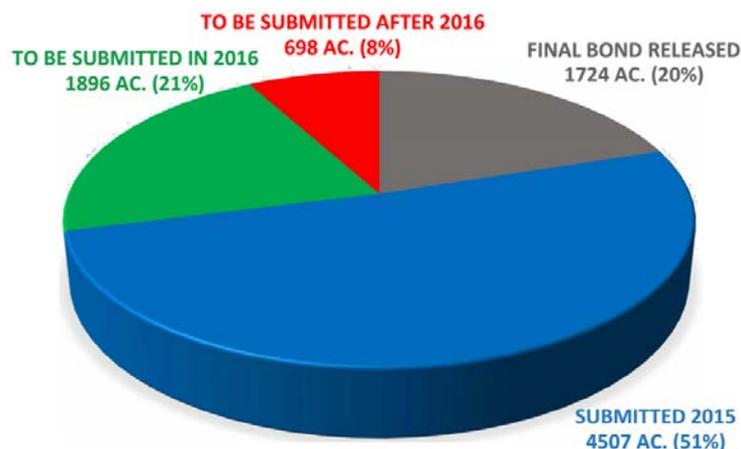


Table 1 – Status and Plan of Final Bond Release

Packet(s)	Area (acres)	% of bonded area	Submittal date for final bond release	Status
Permit 26D				
Mine shop facilities	169	2%	1999	Completed (bond released in 2000)
Moody property	904	10%	09/16/11	Completed (bond released 01/15/13)
Rev. 21 (mapping)	232	3%	12/3/14	Completed (revision approved 12/8/14)
Falco property	111	1%	09/14/12	Completed (bond released 08/25/15)
Rail spur (section in Permit 26D)	138	1%	Projected April 2016	Next priority following bond release on section in Permit 38D (on 10/20/15)
G1 Block	1,243	14%	07/17/15	Bond release inspection held on 08/11/15
B1 Block	1,621	18%	08/14/15	Bond release inspection held on 09/15/15
B2 Block	1,642	19%	09/9/15	Bond release inspection in summer 2016
Remaining areas	506	6%	Projected no later than July 2020	5-year ERP to start in 2016; will apply for Phase I & II in 2016 and final bond release no later than 2020
Sub-Total (Permit 26D)	6,566	74%		
Permit 38D				
Rev. 14 (mapping)	308	3%	07/26/12	Completed (revision approved 07/31/13)
Rail spur	55	1%	10/9/13	Completed (bond released 10/20/15)
A2 and A3 Blocks – Area 1	161	2%	Projected May 2016	5-year ERP started 01/27/06; will apply for Phase I, II, and III in 2016
A2 and A3 Blocks – Area 2	1,254	14%	Projected June 2016	5-year ERP started 06/4/10; will apply for Phase I, II, and III in 2016
A2 and A3 Blocks – Area 3	427	5%	Projected July 2019	5-year ERP started 09/30/13; will apply for Phase I & II bond in 2016 and final bond release in 2018
A2 and A3 Blocks – Area 4	54	1%	Projected no later than July 2020	5-year ERP to start in 2016; will apply for Phase I & II in 2016 and final bond release no later than 2020
Sub-Total (Permit 38D)	2,259	26%		
Total	8,825	100%		

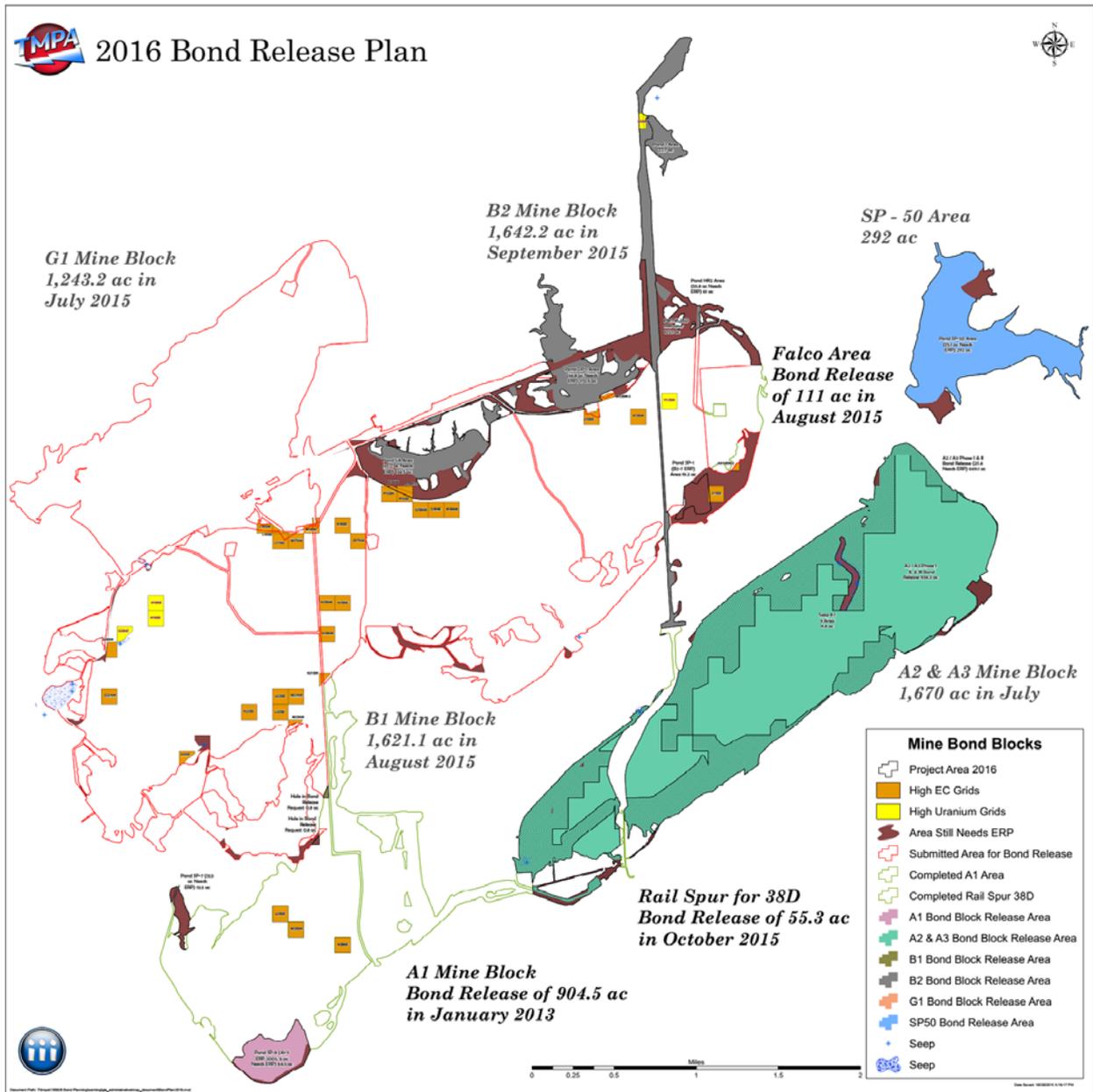
Plan for 2016

The Mine Reclamation Plan for 2016 is to continue submitting bond release applications as laid out in Table 1. These will be primarily in the Permit 38D area as shown in green on the map (Figure 2).

Plan for 2017-2020

The other colors on the map (totaling about 698 acres) relate to specific items for resolution with the RCT on a case-by-case basis, such as: Extended Responsibility Areas (brown and pink areas), specific mine soil grids (orange and yellow squares), Pond SP-50 (blue), and acid seeps (too small to be visible at the scale of the map). Some of these are expected to be resolved in 2016 but some may take longer. They are all expected to be resolved no later than 2020.

Figure 2 – Map of 2016 Bond Release Plan



INDEMNITY ESCROW AGREEMENT

THIS INDEMNITY ESCROW AGREEMENT (this “**Agreement**”), dated as of _____ (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 _____, a _____, as escrow agent (the “**Escrow Agent**”).

RECITALS

A. TMPA and the Cities are parties to identical Power Sales Contracts and 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**.

“Good Utility Practice” means any of the practices, methods, and acts engaged in or approved by a significant portion of the electric industry in the State of Texas during the relevant time period, or any of the practices, methods, and acts that, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a commercially reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act, to the exclusion of all others, but rather is intended to include acceptable industry practices, methods, and acts generally accepted in the region.

“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, unless and until such City is removed from the Agency under Section 163.076 of the Texas Utilities Code, and any public entity added to the Agency as provided in Section 163.076.

“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 Cities, the Participating Public Entities, or the Escrow Agent and **“Parties”** means the Cities, 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 to the Escrow Agent via wire transfer of immediately available funds to an account designated in writing by the Escrow Agent 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.

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 from time to time by TMPA or, if TMPA has not made any direction, in United States treasury securities having a maturity date no later than sixty days (60) after such date; **provided** TMPA shall not be entitled to direct amounts held in the Escrow Account, and the Escrow Agent shall not be obligated to invest amounts held in the Escrow Account, in investment that would reasonably be considered speculative. All investments must be consistent with TMPA's Investment Policy adopted under the Public Funds Investment Act. 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 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 Indemnitee 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 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 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**”), 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.** 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 or any other questions arising under this Agreement, shall be settled either by a Joint Notice or a Final Order. 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 shall be paid from readily available funds in the Escrow Account. Prior to the settlement of any dispute as provided in this section, the Escrow Agent shall retain in its possession, without liability to anyone, any portion of the amounts in the Escrow Account that is the subject of such dispute.

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, breach of fiduciary duty 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 opinion of such counsel.
- 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 breached its fiduciary duties, acted outside the scope of authority provided by this Agreement, 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.

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 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.

4.7 Additional Agreements Relating to the Escrow Agent.

4.7.1 Unless requested by the Participating Public Entities or otherwise specifically set forth herein, 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 The Escrow Agent makes no 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:

Attn: _____
Fax: (____) _____

With copy to:

Attn: _____
Fax: (____) _____

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.

- 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 on 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.

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: _____

[ESCROW AGENT], as Escrow Agent

By: _____

Name: _____

Title: _____

EXHIBIT A

Fee Schedule

g:\b\bryan\tmpa restructure\operating agreement\escrow agreement\indemnity agreement -5-10-16 clean.docx