

DEFERRED PAYMENT PLAN AGREEMENT

This Deferred Payment Plan Agreement (“**DPPA**”) is between Reliant Energy Retail Services, LLC (“**Reliant**”) and Harris County Sports & Convention Corporation (“**Customer**”) and is effective as of the date signed by both Reliant and Customer. Reliant and Customer are parties to an Electric Energy Sales Agreement dated March 5, 2002 (“**Agreement**”), which expires on the first meter read after December 31, 2022 (“**Termination Date**”). Capitalized Terms not defined herein have the meanings set forth in the Agreement.

1. In connection with Customer’s energy consumption in February 2021 during winter storm Uri, Reliant has issued invoices containing pass-through charges for distribution line losses, transmission line losses, and unaccounted for energy (collectively, “**Adjusted Metered Load**”) in the total amount of \$285,018.11 (“**Outstanding Uri Charges**”). Because energy prices during Uri reached unprecedented highs, Adjusted Metered Load charges were significantly higher than Customer’s typical charges. To assist Customer with payment of the Outstanding Uri Charges, Reliant and Customer have agreed that Customer will pay Reliant the full Outstanding Uri Charges in monthly installments, interest free (except as provided in Section 4, below) under the Deferred Payment Plan described below.

2. Customer agrees and acknowledges that it will pay Reliant the Outstanding Uri Charges.

3. Customer agrees to pay the following:

a. \$23,751.51 (“**DPP Monthly Obligation**”) per month for 12 months (“**Payment Plan Term**”) in addition to all current charges owed (“**Post Uri Charges**”), such that the sum of all DPP Monthly Obligation payments over the Payment Plan Term will equal the Outstanding Uri Charges (“**Payment Plan**”).

b. Reliant will include the DPP Monthly Obligation as a line item on each monthly invoice beginning with the first Meter Read Date on or after September 1, 2021 and for the next 12 months.

Reliant accepts payment of the DPP Monthly Obligation for the Payment Plan Term in full satisfaction of Customer’s obligation to pay the Outstanding Uri Charges. Upon payment of Customer’s full payment obligations under this DPPA as well as all Post Uri Charges for the 12 month term of this DPPA, Customer will be released and forever discharged from any liability for the Outstanding Uri Charges.

4. If Customer does not timely pay Reliant any DPP Monthly Obligations or Post Uri Charges for the 12 month term of this DPPA, then, Reliant must send Customer written notice of such untimely payment to the attention of Debra Smith at NRG Stadium, South Lobby, One NRG Park Houston, TX 77054 and email a copy of the notice to rwalsh@nrgpark.com, and if Customer does not pay Reliant the untimely DPP Monthly Obligations within seven days of receipt of such notice, Customer will be in default under this DPPA and will be responsible for payment of the unpaid portion of the Outstanding Uri Charges plus Interest calculated at the Interest Rate from the due date of the missed payment or payments, until the date Reliant receives those payments. Customer’s default under this DPPA will be deemed a breach of the Agreement, entitling Reliant to all available contractual remedies, including recovery of all costs and fees and reasonable attorney’s fees incurred in collecting amounts owed by Customer, as well as any fees charged to Reliant for insufficient funds of Customer.

5. If during the Payment Plan Term the Electric Reliability Council of Texas, the Public Utility Commission of Texas, any other governmental entity with such authority, or a Court or agency by applicable judicial or administrative order, retroactively makes any changes to pass-through charges for distribution line losses, transmission line losses, and unaccounted for energy, applicable Real-Time Settlement Point Price Zonal, Day Ahead Settlement Point Prices, Nodal Congestion Charges, Line Loss Charges, Adjusted Metered Load charges, or Ancillary Service Charges for the days February 11, 2021 through February 19, 2021 (“**Retroactive Adjustment**”), then, to the extent applicable to Customer’s Agreement, then Reliant will calculate the revised Outstanding Uri Charges (“**Revised Obligation**”), subtract Customer’s cumulative payments under the Payment Plan from the Revised Obligation, and divide the result by the remaining months in the Payment Plan to calculate Customer’s new DPP Monthly Obligation. Reliant will notify Customer of the new DPP Monthly Obligation and Customer will thereafter pay that amount in accordance with Section 3. If the Revised Obligation calculation yields an amount owed to Customer (“**Credit**”), Reliant will pay Customer the Credit in one lump sum no later than sixty (60) days after such changes are implemented. If Reliant does not timely pay Customer the Credit, then Reliant will be in default under this DPPA and will be responsible for payment of the Credit plus Interest calculated at the Interest Rate from the due date of the missed payment, until Customer receives the full Credit amount. Reliant’s default under this DPPA will be deemed a breach of the Agreement, entitling Customer to all available contractual remedies, including recovery of all costs and fees and reasonable attorney’s fees incurred in collecting amounts owed to Customer.

6. Reliant and Customer shall remain entitled to the rights, remedies and benefits provided for them in the Agreement, and the obligations of Customer and Reliant, except as expressly modified herein, remain in full force and effect, and shall not be released, impaired, diminished or in any other way modified or amended as a result of the execution and delivery of this DPPA.

RELIANT ENERGY RETAIL SERVICES, LLC

By: 

Name: Scott Hart _____

Title: Vice President / General Manager _____

Date: 5 October 2021

HARRIS COUNTY SPORTS & CONVENTION CORPORATION

By: _____

Name: _____

Title: _____

Date: _____