

NATURAL GAS

SUPPLY CONTRACT

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GAS SUPPLY CONTRACT BETWEEN THE CITY OF CORPUS CHRISTI, TEXAS
AND NEXTERA ENERGY POWER MARKETING, LLC
GAS SUPPLY CONTRACT NO. _____

THIS CONTRACT is entered into by and between NextEra Energy Power Marketing, LLC, hereinafter referred to as "Seller," and the CITY OF CORPUS CHRISTI, TEXAS, a municipality, hereinafter referred to as "Buyer."

ARTICLE I
DEFINITIONS

Except as otherwise specified, the following terms as used in this Contract shall be construed to have the following scopes and meanings:

1. *Day* means the period from nine o'clock (9:00) a.m. CST to the next nine o'clock (9:00) a.m. CST.
2. *Month* means a period of one (1) calendar month commencing at nine o'clock (9:00) a.m. local time on the first day of any calendar month and ending at nine o'clock (9:00) a.m. local time on the first day of the next succeeding calendar month.
3. *Year* means a period of three hundred sixty-five (365) consecutive days provided, however, that any such period which contains the date of February 29 shall consist of three hundred sixty-six (366) consecutive days.
4. *Psia* means pounds per square inch, absolute.
5. *Gas* means natural gas that meets the quality standards contained in this Contract, including those under Article VI, "Quality."
6. *Cubic Foot of Gas* means the volume of dry gas contained in one (1) cubic foot of space at a standard pressure base of fourteen and seventy-three hundredths (14.73) psia and a standard temperature base of sixty (60) degrees Fahrenheit, hereinafter referred to as "F."
7. *MCF* means one thousand (1,000) cubic feet.
8. *British Thermal Unit or BTU* means one (1) the measurement unit of the quantity of heat required to raise the temperature of one (1) avoirdupois pound of pure water from fifty-nine and five-tenths (59.5) degrees F to sixty and five-tenths (60.5) degrees F at a constant pressure of fourteen and seventy-three hundredths (14.73) psia.
9. *MMBTU* means one million (1,000,000) BTUs.
10. *Gross Heating Value* means the number of BTUs produced by the complete combustion at constant pressure of one cubic foot of gas saturated with water vapor, at a constant pressure of fourteen and seventy-three hundredths (14.73) psia and under standard gravitational force (acceleration 32.175 feet per second per second) with air of the same temperature and pressure as the

gas, when the products of combustion are cooled to the initial temperature of the gas and air and when the water formed by such combustion is condensed to the liquid state. The Gross Heating Value of gas delivered under this Contract shall be corrected from the conditions of testing to those of the actual conditions, expressed in BTU per cubic foot and reported at a pressure base of fourteen and seventy-three hundredths (14.73) psia; however, if the gas as delivered contains seven (7) pounds of water or less per one million (1,000,000) cubic feet, such gas shall be deemed to be dry.

11. MAOP means the maximum allowable operating pressure of the City's system as shown in Exhibit "A."
12. *Mineral interest gas* means that royalty share of gas owned by Buyer from wells producing, or will in the future produce, on City of Corpus Christi property or on non-City property of which Buyer has a legal right to take in kind, and which Buyer, in its sole discretion, receives directly into Buyer's distribution system.
13. *Effective Date* means the first day of July, 2016.
14. *Points of Delivery* means the delivery points described on Exhibit "A."

ARTICLE II QUANTITY & PRICE

1. Subject to the terms and conditions of this Contract, commencing with the effective date and continuing throughout the Term of this Contract, Seller agrees to deliver and sell and Buyer agrees to accept and purchase one hundred (100) percent of Buyer's total daily gas requirement for resale within the operation of Buyer's distribution system (the "Total Daily Gas Requirement"), a list of delivery points is attached and incorporated with this Contract as Exhibit "A" and a map of which is attached and incorporated with this Contract as Exhibit "B", as such distribution system exists and may be reduced, enlarged, or extended from time to time; provided, however, that as Buyer, the City retains the right to accept "mineral interest gas" or royalty gas, from production facilities producing natural gas on City properties from wells in which the City owns a mineral interest or royalty.
2. The "Contract Price" for gas delivered into the Buyer's gas distribution system for the Term shall be comprised of four components:
 - a. For all gas not priced at a Fixed Price, gas shall be priced on a daily index price, which price shall be comprised of the daily Houston Ship Channel/Daily Midpoint price as published in Platts Gas Daily Report in the table titled "Daily Price Survey (\$/MMBTU)," section "East Texas," row "Houston Ship Channel" and column "Midpoint," and

- referred to as the "Daily HSC Index," plus a fixed adder (the "Adder") of \$0.41 per MMBtu, inclusive of fuel and L&U, for each day of the Term (the "Index Price").
- b. Seller shall give Buyer the right to fix the price for up to 5,000 MMBtu per day (the "Fixed Quantity") on a year to year basis at any time during the Term starting on the date of contract execution. The fixed price will be established using the then current price of Henry Hub natural gas futures contracts and adding a basis differential to reflect the difference in price between Henry Hub and Houston Ship Channel prices and adding any additional costs required consistent with Seller's pricing methodology for transactions with similar risk parameters (the "Fixed Price"). The parties shall agree to such Fixed Price and Fixed Quantity in a separately negotiated, mutually agreed upon and executed confirmation in a form substantially similar to Exhibit E, which shall be considered a firm obligation for both parties. In compliance with Exhibit D, in the event that the Total Daily Gas Requirement is less than the agreed Fixed Quantity, Seller will use commercially reasonable efforts to dispose into the market the difference in volume between the Total Daily Gas Requirement and the Fixed Quantity with the proceeds from these sales credited or debited to Buyer as applicable.
 - c. A reservation fee of \$0.0275 per MMBtu based on a capacity reservation of 60,000 MMBtu per day (or \$1,650 per day) (the "Daily Reservation Fee").
 - d. For the Padre Island System, there is no incremental charge for service directly to the Padre Island System as defined in Exhibits A & B via third party provider prior to September 1, 2016. Beginning September 1, 2016, Seller will pass through any actual incremental costs incurred from third party provider until such time as the connection between the Corpus Christi System as defined in Exhibits A & B and the Padre Island System is completed, where actual incremental costs is defined as the difference between the Index Price calculated in paragraph II.2.a. and the actual cost of gas delivered to the Padre Island System. Seller shall send documentation to Buyer sufficient to show Buyer the actual cost of gas delivered to the Padre Island System in a commercially reasonable form.
3. If at any time the HSC Index should cease to be published or otherwise becomes unavailable or not calculable, Buyer and Seller shall meet as soon as practicable not to exceed three (3) calendar days to determine and agree upon a comparable "Substitute Index." The Substitute Index shall be implemented retroactively as of the first day in which the HSC Index became unavailable.
 4. Buyer and Seller agree to consider alternative pricing options, and the

pricing method may be changed by mutual agreement, as evidenced by a written amendment executed by both parties to this Contract.

ARTICLE III POINTS OF DELIVERY AND PRESSURE

1. The Points of Delivery for all gas to be sold and purchased under this Contract shall be at the outlet of Seller's (or Seller's designee's) existing metering and pressure regulating facilities identified in Exhibit "A," which is attached to and made a part of this Contract and which may be amended from time to time as Points of Delivery are added or deleted.
2. The gas delivered under Points of Delivery (Exhibit "A") of this Contract shall be measured through facilities which will be maintained by Seller (or Seller's designee).

ARTICLE IV MEASUREMENT

The measurement provisions for Points of Delivery shall be as follows:

- a. Unit of Volume -- The unit of volume for measurement of gas sold and purchased shall be one (1) cubic foot of gas as provided by Sections 91.051 through 91.062 of the Texas Natural Resources Code.
- b. Basis -- All measurement facilities under this Contract shall be operated under the standards approved by the American National Standards Institute of June 28, 1977 and prescribed in the Gas Measurement Committee of the American Gas Association, referred to in this Contract as AGA, Report Number 3/American Petroleum Institute Manual of Petroleum Measurement Standards, Chapter 14.3 (AGA Report No. 3/API 14.3), as it is now and from time to time may be revised, amended, or supplemented. Where measurement is by other than orifice meters, determination of the necessary factors for proper volume shall be as mutually agreed in writing by the parties.
- c. Atmospheric pressure -- The atmospheric pressure applicable at all points of delivery shall be determined in accordance with AGA Report No. 3/API 14.3 as it is now and from time to time may be revised, amended or supplemented.
- d. Ideal Gas Laws -- Measurement under this Contract shall be corrected for deviation from Ideal Gas Laws, and corrections shall be determined in accordance with AGA Report No. 3/API 14.3 as it is now and from time to time may be revised, amended or supplemented.
- e. Where a displacement meter is used, the square of the orifice meter super compressibility factor shall be applied, except as

- may otherwise be agreed in writing by the parties.
- f. Determination of Flowing Temperature -- The temperature of gas flowing through the measuring facilities under this Contract shall be determined by means of the continuous use of a recording thermometer or by such other method as the parties hereto may agree in writing. The arithmetic average temperature of the gas recorded each day, during periods of flow only, shall be used in computing the quantity of gas delivered for that day.
 - g. Determination of Specific Gravity -- The specific gravity of gas flowing through the measuring facilities under this Contract shall be determined by use of a continuously recording gravitometer. The arithmetic average specific gravity recorded each day, during periods of flow only, shall be used in computing the gas volume for that day. In the event a recording gravitometer is not installed, the specific gravity of the gas under this Contract shall be determined at approximately 30-day intervals or at such other intervals as may be mutually agreed upon in writing by the parties hereto, by means which are approved by the AGA as set forth in its Gas Measurement Manual or by fractional analysis by the use of a spot or continuous sample taken at the Point of Delivery.
 - h. Fractional analysis will be on a real gas basis in accordance with ANSI/ASTM D3588-79, as it is now and from time to time may be revised, amended or supplemented. Specific gravities so determined will be used in calculating gas volumes under this Contract for the month in which the test is made and all succeeding months until that month in which a new sample is taken.
 - i. Determination of Gross Heating Value -- The Gross Heating Value of the gas shall be determined by means of a recording calorimeter, employing the Thomas principle of calorimetry, proportional to flow continuous sample, or such other method mutually agreed upon in writing by the parties hereto. The arithmetic average of the hourly Gross Heating Value recorded each day, during periods of flow only, shall be considered as the heat content of the gas during such day. If a recording calorimeter is not available, the Gross Heating Value shall be determined at 30-day intervals or at such other intervals as may be mutually agreed upon in writing by the parties hereto, by the use of spot or continuous samples taken at the points of delivery. Gross Heating Value of a sample to be obtained either by calorimeter or chromatographic analysis using values of physical constants for the gas compounds, and the procedure for determining the Gross Heating Value of the gas shall be on a real gas basis in

accordance with ANSI/ASTM 03588-79, as it is now and from time to time may be revised, amended, or supplemented. The Gross Heating Value of gas so determined shall be considered for all purposes to be the Gross Heating Value of the gas for the month in which the sample is taken and all succeeding months until that month in which a new sample is taken.

ARTICLE V

MEASURING EQUIPMENT AND TESTING PROVISIONS

1. The measuring equipment and testing provisions for points of delivery shall be as follows:
 - a. Access -- The parties hereto shall at all reasonable times have access to the premises of each other insofar as such premises are connected with any matter or thing covered hereby, for inspection, operation, installation, removal, repair and testing of equipment, but the operation of measuring equipment and changing of charts shall be done only by the employees or agents of the owner of such equipment.
 - b. Testing and Repair of Equipment -- Seller (or Seller's designee) and Buyer shall keep their respective measuring equipment, pressure regulators and overpressure protective equipment, including chromatographs, accurate and in repair. Monthly tests will be required on measuring equipment. Buyer and Seller (or Seller's designee) agree to provide each other sufficient advance notice of the time of such tests so that Buyer or Seller (or Seller's designee) may conveniently have its representative present. In the event measuring equipment is found to be inaccurate, it will be adjusted to register accurately. In the event either party or Seller's designee desires a special test of any measuring equipment, the parties shall cooperate to secure prompt verification of the accuracy of such equipment. If upon any test, the percentage of inaccuracy of the measuring equipment is found to be in excess of one (1) percent, registrations thereof shall be corrected for a period extending back to the time such inaccuracy occurred if such time is ascertainable, and if not ascertainable, then back one-half (1/2) of the time elapsed since the last date of calibration not to exceed fifteen (15) days.
 - c. Correction for Inaccurate Measurement -- If for any reason any measuring equipment is out of service or out of repair so that the quantity of gas delivered through such equipment cannot be ascertained or computed from the readings thereof, the quantity of gas so delivered during the period such equipment is out of service or out of repair shall be estimated and agreed upon by the parties hereto based upon the best available data, using the

first of the following methods which is feasible:

- (1) By using the registration of any check measuring equipment registering accurately;
 - (2) By correcting the error if the percentage of error is ascertainable by calibration, test or mathematical calculation; or
 - (3) By estimating the quantity of gas delivered under this Contract based on quantities delivered during preceding periods under similar conditions when the respective measuring equipment was registering accurately.
- d. Inspection of Charts and Records -- The charts and records from the measuring equipment shall remain the property of the owner thereof and same shall be retained for a period of not less than five (5) years. At any time within such period, upon request, each party or Seller's designee will submit records and charts from the measuring equipment, together with calculations therefrom, for inspection and verification by the other party or Seller's designee. Such records and charts shall be returned to the party providing same within thirty (30) days after receipt.
 - e. Installation of Check Meters -- Buyer may, at its option, install a check meter for checking the metering equipment at the Points of Delivery; same shall be so installed as not to interfere with the operation of metering facilities of Seller or Seller's designee.
2. Seller must provide filters, chromatographs and moisture detectors for the Corpus Christi System and the Annaville/Calallen System.

ARTICLE VI QUALITY

1. The quality provisions for Points of Delivery shall conform to the following specifications:
 - a. Oxygen -- The oxygen content must not exceed two tenths (0.2%) percent by volume.
 - b. Hydrogen Sulfide/Mercaptan -- Neither the hydrogen sulfide nor the mercaptan content shall exceed one-half (1/2) grain per one hundred (100) cubic feet.
 - c. Sulfur -- The total sulfur content must not exceed five (5) grains per one hundred (100) cubic feet.
 - d. Carbon Dioxide -- The carbon dioxide content must not exceed two (2) percent by volume.
 - e. Total Inerts -- Not more than four (4) percent by volume including carbon dioxide and nitrogen.
 - f. Liquids -- The gas shall be free of water and hydrocarbons in liquid form at the temperature and pressure at which the gas is delivered and shall have been dehydrated prior to being delivered by any method other than the use of calcium chloride as

a desiccant for removal of water present therein in a vapor state and shall in no event contain water vapor in excess of seven (7) pounds per one million (1,000,000) cubic feet. Seller shall be responsible for collection and disposal of any liquids that may accumulate.

- g. Dust, Gums, and Solid Matter -- The gas shall be free of dust, gums, and other solid matter.
 - h. Gross Heating Value -- The gas delivered shall have a Gross Heating Value of not less than nine hundred fifty (950) BTUs per cubic foot.
 - i. Temperature -- The gas shall have a temperature of not less than forty (40) degrees F and not more than one hundred twenty (120) degrees F.
- 2. Any gas delivered by Seller to Buyer under this Contract which is accepted by Buyer without protest within five (5) days of delivery, shall be deemed to have met all of the quality specifications under the Contract. If at any time gas tendered under this Contract fails to conform to any of the quality specifications set forth above, Buyer shall notify Seller and Buyer may, at its sole option, and in addition to pursuing any other legal or equitable remedies available, refuse to accept delivery pending correction of the deficiency by Seller. If Seller has not corrected any failure to meet quality specifications within fifteen (15) days after receiving notice from Buyer of such failure, then Buyer has the right to terminate this Contract after said fifteen (15) day period and Seller shall be obligated to pay Buyer for any reasonable damages and expenses incurred by the Buyer. It is expressly agreed that such damages may include direct damages and expenses incurred by the Buyer as well as any direct damage to Buyer's gas distribution system pipelines or facilities incurred by the City resulting from Seller's failure to comply with the Contract's quality specifications.
 - 3. Buyer will not accept delivery of gas under this Contract at a Gross Heating Value of less than nine hundred fifty (950) BTU per cubic foot.
 - 4. Seller agrees that the gas delivered to Buyer during the Term may not contain any odorant which is not first approved in writing by Buyer. After the odorant to be used is approved by Buyer, it may not be changed by Seller without the written consent of Buyer. Such consent may not be withheld unreasonably. As of February 2016, the Buyer is using the odorant Spotleak@1007 or Sentinel S-20. The use of this odorant, or its equivalent, by Seller is approved by Buyer.

ARTICLE VII

INVOICING, PAYMENT, AND AUDIT

- 1. Invoice -- On or before the tenth (10th) day of each month, Seller shall send to Buyer via email(s) as designated by Buyer, an

invoice reflecting the quantity of gas delivered to and purchased by Buyer during the preceding calendar month, which shall not be less than the Fixed Quantity, if applicable.

2. Payment – Thirty (30) days after receipt of invoice, Buyer shall pay to Seller the amount due pursuant to this Contract for deliveries during the preceding calendar month. Payment shall be the sum of the daily Index Price multiplied by the difference between the Total Daily Gas Requirement and the Fixed Quantity; plus the sum of the daily Fixed Quantity Payment as defined in and based on the payment structure in Exhibit D; plus the sum of the Daily Reservation Fees for the month; plus beginning September 1, 2016 the difference between the Index Price and the actual cost of gas delivered to the Padre Island System as defined in Exhibits A & B multiplied by the actual volumes delivered to the Padre Island System. Provided, however, if the Buyer pays to Seller the amount due by the fifteenth (15) day after receipt of invoice, then Buyer shall receive a credit in the next month's invoice equal to \$0.01 multiplied by the MMBtus reflected in the corresponding delivery month's invoice.

The remittance shall be via ACH transfer:

Pay: Bank of America, N.A.

For the Account of: NextEra Energy Power Marketing, LLC

Account No.: 3751227650

Fed. ABA No.: 1110-0001-2.

If Buyer in good faith disagrees with the amount of any invoice, Buyer shall notify Seller of such disagreement so that it may be resolved before the date for payment of such invoice. If Buyer fails to give such notice of disagreement, or if Buyer and Seller do not resolve such disagreement before the due date, the amount of the invoice not in dispute shall be paid by Buyer on the due date. Such payment shall be subject to adjustment without penalties upon final resolution of the disagreement.

3. Adjustment of Errors -- In the event an error is discovered in any invoice or payment hereunder, such error shall be adjusted within ninety (90) days of the determination thereof; provided, however, that claim therefore shall have been made within two (2) years from the date of such invoice or payment.
4. Audit -- Each party hereto shall have, at its expense, the right at all reasonable times to examine the books and records of the other party pertaining to the performance of the Contract to the extent necessary to verify accuracy of any invoice, charge, computation, or demand made under or pursuant to this Contract. Each party agrees to keep records and books of account in accordance with generally

accepted accounting principles and practices in the industry. Any invoice shall be final as to both parties unless questioned within two (2) years after payment of such invoice.

ARTICLE VIII

TERM

Subject to the provisions of this Contract, this contract shall be effective and continue in full force from the date of the termination of the Gas Supply Purchase Contract entered into as of July 1, 2011 between Seller and Buyer until 9:00 a.m., CST, on July 31, 2021 (the "Term").

ARTICLE IX

FORCE MAJEURE

1. Definition of Force Majeure -- The term "force majeure" as employed herein shall mean acts of God, strikes, lock outs, or other industrial disturbances, acts of public enemy, sabotage, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, high water, washouts, or other natural disasters, threat of physical harm or damage resulting in the evacuation or shutdown of facilities necessary for the production, delivery, receipt or storage of gas, arrests and restraints of governments and people, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, the necessity for testing or for making repairs or alterations to machinery or lines of pipe, partial or entire failure of wells, processing, storage or transportation facilities, or gasification and gas manufacturing facilities, the orders of any court, regulatory body or government authority or agency having jurisdiction, or the refusal or withdrawal of any necessary order, certificate or permit by any court, regulatory body or governmental authority or agency having jurisdiction, operational flow orders or implementation of system management plans or any other acts or omissions (including failure to take or deliver gas) of a transporter of Gas for either Buyer or Seller not caused by any acts or omissions of Buyer or Seller, and any other causes, whether of the kind herein enumerated or otherwise, not within the control of the party claiming suspension of Contract obligations and which, by the exercise of due diligence, such party or its subcontractor is unable to overcome. Nothing contained herein, however, shall be construed to require either party to settle a strike against its will.
2. Effect of Force Majeure -- In the event either Seller or Buyer is rendered unable by force majeure to itself or a necessary third party to wholly or in part carry out its obligations under the provisions of this Contract, it is agreed that the party so affected shall give notice within seventy-two

(72) hours to the other party, and the obligations of the party affected by such force majeure, other than the obligation to make payments hereunder, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause shall so far as possible be remedied with all reasonable dispatch.

ARTICLE X SUCCESSORS AND ASSIGNS

No assignment of this Contract or any of the rights or obligations under this Contract, whether by purchase, merger, consolidation, or otherwise, shall be made unless there first shall have been obtained the written consent to the assignment of the non-assigning party. Such consent may not be withheld unreasonably. Seller or Buyer may pledge or assign its respective right, title, and interest in, to and under this Contract to a trustee or trustees, individual, or corporate, as security for bonds or other obligations or securities without the necessity of such trustee(s) becoming in any respect obligated to perform the obligations of the assignor under this Contract. This Contract is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and shall not inure to the benefit of any other person or entity whomsoever, it being the intention of the parties hereto that no third person shall be deemed a third party beneficiary of this Contract or otherwise have any rights hereunder.

ARTICLE XI WARRANTY OF TITLE

SELLER WARRANTS THE TITLE TO ALL GAS DELIVERED UNDER THIS CONTRACT. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, SELLER HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE XII INDEMNITY AND LIMITATION OF LIABILITY

TO THE EXTENT ALLOWED BY TEXAS LAW, SELLER, ITS OFFICERS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, AND LICENSEES (FOR THE PURPOSES OF THIS ARTICLE CALLED "SELLER") HEREBY FULLY INDEMNIFIES, SAVES AND HOLDS HARMLESS THE CITY OF CORPUS CHRISTI, ITS OFFICERS, EMPLOYEES, AGENTS, LICENSEES, AND INVITEES ("INDEMNITEES") AGAINST ANY AND ALL LIABILITY, DAMAGE, LOSS ,CLAIMS, DEMANDS, AND ACTIONS OF ANY NATURE WHATSOEVER ON ACCOUNT OF PERSONAL INJURY (INCLUDING, WITHOUT LIMITATION ON THE FOREGOING, WORKERS' COMPENSATION AND DEATH CLAIMS), OR PROPERTY LOSS OR DAMAGE OF ANY KIND

WHATSOEVER, WHICH ARISES OUT OF OR IS IN ANY MANNER CONNECTED WITH, OR IS CLAIMED TO ARISE OUT OF OR BE IN ANY MANNER CONNECTED WITH SELLER'S INTENTIONAL OR NEGLIGENT ACTS IN ITS RESPECTIVE CONTROL WITH REGARD TO THE DELIVERY OF GAS. SELLER MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL THOSE CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO INDEMNITEES AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COST AND EXPENSES OF ANY KIND ARISING FROM ANY OF SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, OR ACTIONS.

TO THE EXTENT ALLOWED BY TEXAS LAW AND SUBJECT TO COMPLIANCE WITH APPLICABLE TEXAS CONSTITUTIONAL REQUIREMENTS, THE CITY HEREBY FULLY INDEMNIFIES, SAVES AND HOLDS HARMLESS SELLER, ITS OFFICERS, EMPLOYEES, AGENTS, LICENSEES, AND INVITEES ("SELLER GROUP") AGAINST ANY AND ALL CLAIMS, FOR PERSONAL INJURY (INCLUDING WORKERS' COMPENSATION AND DEATH CLAIMS) OR PROPERTY LOSS OR DAMAGE OF ANY KIND WHATSOEVER, WHICH ARISE OUT OF OR ARE IN ANY MANNER CONNECTED WITH, OR ARE CLAIMED TO ARISE OUT OF OR BE IN ANY MANNER CONNECTED WITH, THE CITY'S INTENTIONAL OR NEGLIGENT ACTS IN ITS RESPECTIVE CONTROL WITH REGARD TO THE RECEIPT OF GAS BY THE CITY. THE CITY MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL SUCH CLAIMS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO SELLER, AND PAY ALL CHARGES FOR ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING FROM ANY OF SAID CLAIMS.

THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURE 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, 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. UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR LOSS OF PROFIT OR REVENUES, OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES.

ARTICLE XIII

TRANSFER OF TITLE TO AND POSSESSION OF GAS

1. As between Buyer and Seller, Seller shall be deemed in control and possession of the gas sold and purchased under this Contract and responsible for any damage or injury caused thereby until the same shall have been delivered to Buyer at the Points of Delivery in accordance with terms of this Contract.
2. As between Buyer and Seller, Buyer shall be in control and possession of the gas sold and purchased under this Contract and responsible for any damage or injury caused thereby after the same shall have been delivered to Buyer at the Points of Delivery in accordance with terms of this Contract.

ARTICLE XIV REGULATORY BODIES

1. This Contract is subject to all valid orders, rules and regulations of any State, federal or other regulatory body having jurisdiction over the purchase, sale or use of the gas sold, and the parties agree to comply with such orders, rules, and regulations. Should either of the parties, by law or regulation, be ordered or required to do any act inconsistent with the provisions of this Contract, this Contract shall be deemed to be modified to conform with such law or regulation.
2. Each of the parties understands that, should the Texas Railroad Commission, or other governmental regulatory body, require approval for the sale and purchase of gas under this Contract, then, each of the parties will make any necessary applications or filings and will submit any records or data to the regulatory body so that requisite regulatory authorization may be granted.
3. If any order, rule or regulation of any State, federal or other regulatory body significantly alters the relative benefits and burdens of the parties under this Contract, Buyer and Seller shall revise this Contract to restore the balance of risks, rewards, and costs originally set forth in this Contract; provided, however, if the parties cannot mutually agree to revise the Contract, the matter may be submitted to either a dispute resolution process in accordance with the provisions herein or as otherwise agreed to by the parties.

ARTICLE XV CONTRACT ADMINISTRATOR

The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Contract including deductions for non-performance and authorizations for payment. All of Seller's notices or communications regarding this Contract must be directed to Bill Mahaffey, Director of Gas Operations, 2726 Holly Road, Corpus Christi, TX 78415.

ARTICLE XVI

INDEPENDENT CONTRACTOR

Seller will perform the services hereunder as an independent contractor and will furnish services in its own manner and method, and under no circumstances or conditions may any agent, servant, or employee of Seller be considered as an employee of the City.

ARTICLE XVII INSURANCE

1. Insurance requirements are attached to and incorporated with this Contract as Exhibit "C", and may be revised annually by the Contract Administrator upon 30 days written notice to Seller. Notwithstanding the aforementioned, any such revision shall be subject to the following: (i) Seller's prior written consent, not to be unreasonably withheld, delayed or conditioned; (ii) that the requested insurance is both reasonably and commercially available; and (iii) that any incremental insurance-related costs resulting from the City's request would be assumed and paid by the City."
2. Before activities can begin under this Contract, Seller's insurance company must deliver a Certificate of Insurance as proof of the required insurance coverage to the Contract Administrator.
3. Additionally, the Certificate must state that the City will be given at least 30 days notice of cancellation or intent not to renew any of the policies.
4. The City must be named as an additional insured in each applicable policy identified in Exhibit "C", Section II(D). The City Attorney must be given copies of all certificates of insurance within 15 days of the Contract Administrator's written request to Seller.

ARTICLE XVIII CERTIFICATE OF INTERESTED PARTIES

Seller agrees to comply with Texas Government Code section 2252.908 and complete Form 1295 Certificate of Interested Parties as part of this contract, if required. For more information, please review the information on the Texas Ethics Commission website at <https://www.ethics.state.tx.us>.

ARTICLE XIX CONFLICT OF INTEREST

Seller agrees to comply with Chapter 176 of the Texas Local Government Code and file Form CIQ with the City Secretary's Office, if required. For more information and to determine if you need to file a Form CIQ, please review the

information on the City Secretary's website at <http://www.cctexas.com/government/city-secretary/conflict-disclosure/index>.

ARTICLE XX SUBCONTRACTORS

Seller may use subcontractors and affiliates of Seller in connection with the work performed under this Contract. When using subcontractors and affiliates of Seller, however, Seller must obtain prior written approval from the Contract Administrator, which shall not be unreasonably withheld. In using subcontractors, Seller is responsible for all their acts and omissions to the same extent as if the subcontractor or affiliate and its employees were employees of Seller. All requirements set forth as part of this Contract are applicable to all subcontractors and affiliates and their employees to the same extent as if the Seller and its employees had performed the services.

ARTICLE XXI FISCAL YEAR

All parties recognize that the continuation of any Contract after the close of any fiscal year of the City, which fiscal year ends on September 30 annually, is subject to appropriations and budget approval providing for such Contract item as an expenditure in that budget. The City does not represent that the budget item will be actually adopted, that determination being within the sole discretion of the City Council at the time of adoption of each budget.

ARTICLE XXII WAIVER

No waiver of any breach of any term or condition of this Contract waives any subsequent breach of this Contract.

ARTICLE XXIII COMPLIANCE WITH LAWS

This Contract is subject to all applicable federal and State laws. All duties of the parties will be performed in Nueces County, Texas. The applicable law for any legal disputes arising out of this Contract is the law of the State of Texas.

ARTICLE XXIV VENUE

The venue for any disputes under this Contract is the United States District Court for the Southern District of Texas – Corpus Christi Division Located in Nueces County, Texas, and if such court refuses jurisdiction, then the appropriate district, county, or justice court in and for Nueces County, Texas.

ARTICLE XXV AMENDMENTS

This Contract may be amended only by written agreement signed by duly authorized representatives of both parties to this Contract.

ARTICLE XXVI TERMINATION

1. Either party may terminate this Contract for the other parties' failure to perform the services specified in this Contract. Failure to keep all insurance policies in force for the entire term of this Contract is grounds for termination by City.
2. The terminating party must give the other party twenty (20) business days written notice of the breach and set out a reasonable opportunity to cure.
3. If the breaching party has not cured within the cure period, the other party may terminate this Contract immediately after the cure period. Such date is an "Early Termination Date".

As of the Early Termination Date, the non-defaulting party shall determine, in good faith and in a commercially reasonable manner, the amount owed (whether or not then due) with respect to, the "Net Settlement Amount," which is the sum of (i) the quantity of gas which was not part of the Fixed Quantity delivered and received between the parties on and before the Early Termination Date for which payment has not yet been made by the City under this Contract multiplied by the Index Price, plus all other applicable charges; plus (ii) the Replacement Value; plus (iii) the Fixed Price Termination Value. Neither party shall be liable for any delivery or receipt obligations after the Early Termination Date, except for the Fixed Price Termination Value.

The "Replacement Value" shall be the Non-Delivered Gas Quantity multiplied by the Adder, plus the Daily Reservation Fee times the days remaining in the Term.

The "Non-Delivered Gas Quantity" is the total estimated daily gas requirement for resale within the operation of City's distribution system for the remainder of the Term, minus the Fixed Quantity.

The "Fixed Price Termination Value" means the difference (if any) between the Fixed Price and the Market Price multiplied by the Fixed Quantity for the remainder of the Term, plus all of Seller's out of pocket costs to market and sell the Fixed Quantity.

“Market Price” means the price for gas in a similar transaction at the Delivery Point determined by the non-defaulting party in a commercially reasonable manner.

Notice shall be given by the non-defaulting party to the defaulting party of the Net Settlement Amount due to Seller from Buyer (the “Notice”). The Notice shall include a written statement explaining in reasonable detail the calculation of the Net Settlement Amount. The Net Settlement Amount as well as any applicable set-offs between the parties as allowed by law, shall be paid by the close of business on the second Business Day following such Notice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the Net Settlement Amount as adjusted by setoffs, shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under “Money Rates” by The Wall Street Journal, plus two percent per annum; or (ii) the Texas maximum applicable lawful interest rate for municipalities.

Notwithstanding any other provision of this Contract, if Buyer fails to pay Seller any amounts due under the Contract on a timely basis, Seller shall have the right to (a) suspend performance under the Contract until such delinquent amounts plus accrued interest calculated at a rate equal to the lower of (i) the then-effective prime rate of interest published under “Money Rates” by The Wall Street Journal, plus two percent per annum; or (ii) the Texas maximum applicable lawful interest rate for municipalities, have been paid or (b) exercise any remedy available at law or in equity to enforce payment of such amount plus interest, provided, however, that if the City, in good faith, disputes the amount of any such billing or part thereof and pays such amounts as it concedes to be correct, no suspension shall be permitted.

ARTICLE XXVII NOTICE

Notice must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand delivered or on the third day after deposit if sent certified mail. Notice shall be sent as follows:

If to Buyer:

City of Corpus Christi
Attn: Bill Mahaffey
Director of Gas Operations
2726 Holly Road
Corpus Christi, TX 78415

If to Seller:

NextEra Energy Power Marketing, LLC
Attn: John Ragan
VP Midstream Operations
601 Travis Street, Suite 1900
Houston, TX 77002

Telephone: (361) 826-1801
Facsimile: (361) 826-1889
Email: BillM@cctexas.com

(561) 304-5343
(713) 225-1464
John.Ragan@nexteraenergy.com

AGREED TO BY:

BUYER: CITY OF CORPUS CHRISTI

SELLER: NextEra Energy Power
Marketing, LLC

City Manager

Date:_____

Date:_____

Attest:

Rebecca Huerta
City Secretary

Approved as to form: This ____ day of _____, 2016
Miles Risley
City Attorney

By: _____
Lisa Aguilar
Assistant City Attorney

EXHIBITS:

Exhibit A	List of Points of Delivery
Exhibit B	Map of Delivery Points
Exhibit C	Insurance Requirements
Exhibit D	Fixed Price Addendum
Exhibit E	Fixed Price Confirmation

EXHIBIT "A"

POINTS OF DELIVERY (EXISTING AND POSSIBLE)

	LOCATIONS	NORMAL OPERATING PRESSURE	MAXIMUM ANTICIPATED PRESSURE	MAXIMUM ANTICIPATED FLOW RATE	REMARKS: See exhibit "B", Map of Possible Delivery Points
	CORPUS CHRISTI SYSTEM				
1	BUSH STATION	145	150	1350 MCF/HR	Possible Alternate Delivery Point Location
2	SHELL ROAD STATION	145	150	1350 MCF/HR	Possible Alternate Delivery Point Location
3	KOSAR STATION	145	150	1350 MCF/HR	Possible Alternate Delivery Point Location
4	OLD BROWNSVILLE RD/SARATOGA STATION	145	150	1350 MCF/HR	Possible Alternate Delivery Point Location
5	BEAR LANE STATION	145	150	1350 MCF/HR	Possible Alternate Delivery Point Location
6	OLD BROWNSVILLE RD/WEST POINT STATION	145	150	1350 MCF/HR	Possible Alternate Delivery Point Location
	ANNAVILLE/CALALLEN SYSTEM				
7	GUTH STATION	145	100	200 MCF/HR	Possible Alternate Delivery Point Location
8	TULOSO STATION	145	100	150 MCF/HR	Possible Alternate Delivery Point Location
9	LEOPARD STREET/CLARKWOOD STATION	145	100	200 MCF/HR	Possible Alternate Delivery Point Location
10	RHEW AND LEOPARD STATION	165	200	200 MCF/HR	Existing City of Corpus Christi Delivery Point & ROW
	PADRE ISLAND SYSTEM				
11	PADRE ISLAND SYSTEM	150	150	150 MCF/DAY	Existing Southcross Pipeline Delivery Point- City owned easement, regulation and measurement facilities
					Current construction will interconnect Corpus Christi system with
					Padre Island system. This delivery point will be short term.
	NOTE: Other delivery points can be considered				

Exhibit B

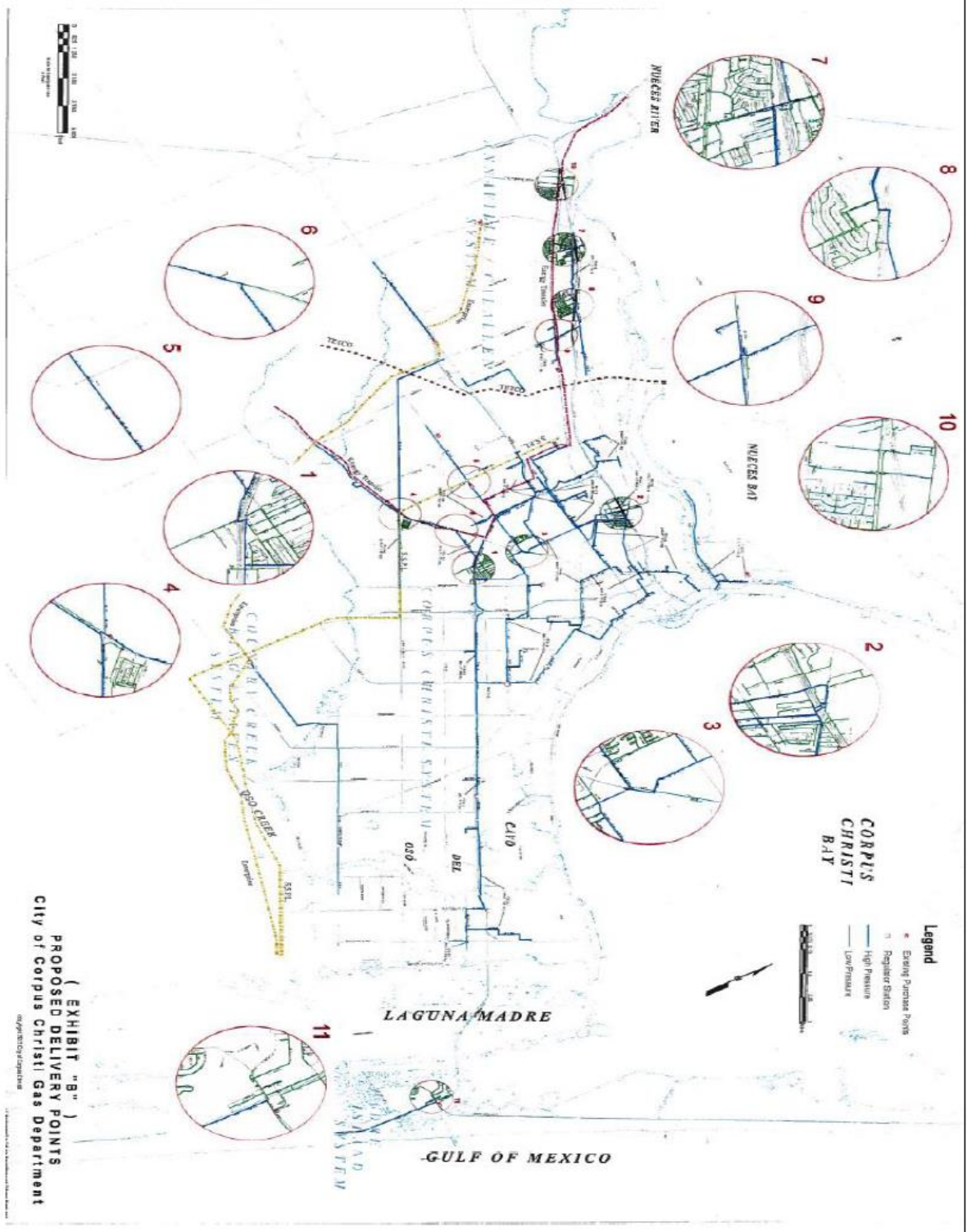


Exhibit C
INSURANCE REQUIREMENTS

I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City, such approval not to be unreasonably withheld. Contractor must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Director of Gas Department, one (1) copy of Certificates of Insurance with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies and a waiver of subrogation is required on all applicable policies. **Endorsements** must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance. Contractor may satisfy the additional insured and waiver of subrogation endorsement requirements by using blanket endorsements.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, or termination required on all certificates and policies.	Bodily Injury and Property Damage Per occurrence - aggregate
Commercial General Liability including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Underground Hazards 7. Explosion & Collapse	\$5,000,000 Per Occurrence (Satisfied with any combination of primary and excess insurance)
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$500,000 Combined Single Limit
WORKERS'S COMPENSATION (All States Endorsement if Company is not domiciled in Texas) Employer's Liability	Statutory and complies with Part II of this Exhibit. \$500,000/\$500,000/\$500,000

In the event of accidents of any kind related to this contract, Contractor must furnish the Risk Manager with copies of all non-privileged accident reports by

the later of either (i) 10 days after Contractor's receipt of such report, or (ii) 10 days after the City's request for such report.

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Contractor will be promptly met. An All States Endorsement shall be required if Contractor is not domiciled in the State of Texas.
- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Contractor shall be required to submit a copy of the replacement Certificate of Insurance to City upon reasonable request at the address provided below within 10 days as requested by the City. Contractor shall pay any costs incurred resulting from providing a copy of any replacement Certificate of Insurance. All notices under this Exhibit shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Manager
P.O. Box 9277
Corpus Christi, TX 78469-9277

- D. **Contractor agrees that, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
 - List the City and its officers, officials, employees, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy and employer's liability policy.
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;

- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide thirty (30) calendar days advance written notice directly to City of any, cancellation, non-renewal, or termination in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within thirty (30) calendar days of a cancellation, non-renewal, or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this contract.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

2015 Insurance Requirements
 Gas Utilities
 Natural Gas Supply Agreement
 11/23/2015 ds Risk Management

Exhibit D
Price Addendum for Fixed Quantity (as defined in the Natural Gas Supply Contract)

Note: For each Fixed Price Option, the “Fixed Quantity Payment” will be calculated as described in that Option.

Fixed Price Option A - All Fixed Price:

The Fixed Price for the Fixed Quantity shall be (i) Fixed HSC Price **plus** (ii) Adder

Fixed Quantity – no more than 5,000 MMBtu per day

Fixed Price Term – TBD

Fixed HSC Price - \$X.XX per MMBtu

Adder - As per contract paragraph III.2.a.

- (A) For any day during the Fixed Price Term where the Total Daily Gas Requirement is **below** the Fixed Quantity, the Buyer shall pay the Seller the *Fixed Quantity Payment*, which shall be: (i) Fixed Price for the Total Daily Gas Requirement **plus or minus** (ii) applicable Usage Shortfall Payment. If the Usage Shortfall Payment is positive, Buyer shall pay Seller the Usage Shortfall Payment and if the Usage Shortfall Payment is negative, Seller shall pay Buyer the absolute value of the Usage Shortfall Payment.

Where,

“Usage Shortfall Payment” shall mean (i) Usage Shortfall **multiplied by** (ii) Net Liquidation Value.

“Usage Shortfall” shall mean (i) Fixed Quantity **minus** (ii) Total Daily Gas Requirement

“Net Liquidation Value” shall mean (i) Fixed HSC Price **minus** (ii) HSC Index

“HSC Index” shall have the meaning as defined in Article II, subsection 2

- (B) For any day during the Fixed Price Term where the Total Daily Gas Requirement is **equal to or above** the Fixed Quantity, the Buyer shall pay the Seller the *Fixed Quantity Payment*, which shall be: (i) Fixed Price for the

Fixed Quantity **plus** (ii) Index Price for the amount of the Total Daily Gas Requirement that exceeds the Fixed Quantity.

Where,

"Index Price" is defined in Article II, subsection 2

Fixed Price Option B – Fixed Henry Hub Price with floating Basis:

The Fixed Price for the Fixed Quantity shall be (i) Fixed Henry Hub Price **plus** (ii) Adder **plus** (iii) Actual Basis

Fixed Quantity – no more than 5,000 MMBtu per day

Fixed Price Term – TBD

Fixed Henry Hub Price - \$X.XX per MMBtu

Adder - As per contract paragraph III.2.a.

Where,

"Actual Basis" shall mean (i) HSC Index **minus** (ii) Daily Henry Hub Index

"Daily Henry Hub Index" shall mean the price per MMBtu posted in *Platts, Gas Daily*, under the headings "Daily Price survey (\$/MMBtu)", in the section "Louisiana/Southeast", in the row "Henry Hub" and in the column titled "Midpoint".

"HSC Index" shall have the meaning as defined in Article II, subsection 2

- (A) For any day during the Fixed Price Term where the Total Daily Gas Requirement is **below** the Fixed Quantity, the Buyer shall pay the Seller the *Fixed Quantity Payment*, which shall be: (i) Fixed Price for the Total Daily Gas Requirement **plus or minus** (ii) applicable Usage Shortfall Payment. If the Usage Shortfall Payment is positive, Buyer shall pay Seller the Usage Shortfall Payment and if the Usage Shortfall Payment is negative, Seller shall pay Buyer the absolute value of the Usage Shortfall Payment.

Where,

"Usage Shortfall Payment" shall mean (i) Usage Shortfall **multiplied by** (ii) Net Liquidation Value.

"Usage Shortfall" shall mean (i) Fixed Quantity **minus** (ii) Total Daily Gas Requirement

"*Net Liquidation Value*" shall mean (i) Fixed Henry Hub Price **minus** (ii) Daily Henry Hub Index

- (B) For any day during the Fixed Price Term where the Total Daily Gas Requirement is **equal to or above** the Fixed Quantity, the Buyer shall pay the Seller the *Fixed Quantity Payment*, which shall be: (i) Fixed Price for the Fixed Quantity **plus** (ii) Index Price for the amount of the Total Daily Gas Requirement that exceeds the Fixed Quantity.

Where,

"*Index Price*" is defined in Article II, subsection 2

Exhibit E
Sample - Fixed Price Confirmation

The parties hereby agree:

Fixed Quantity – _____ MMBtu per day

Fixed Price Term – _____

Fixed Henry Hub Price - \$_____ per MMBtu

Fixed HSC Price - \$_____ per MMBtu

Fixed Price Option Type:

___ Option A (Fixed HSC Price) ___ Option B (Fixed Henry Hub Price)

AGREED TO BY:

BUYER: CITY OF CORPUS CHRISTI

SELLER: NextEra Energy Power Marketing
LLC

City Manager

Date:_____

Date:_____

Attest:

Rebecca Huerta
City Secretary

Approved as to form: This ____ day of _____, 2016

Miles Risley
City Attorney

By: _____
Lisa Aguilar
Assistant City Attorney