



May 8, 2019

CITY OF CHULA VISTA
276 FOURTH AVENUE,
CHULA VISTA, CA 91910
Fax: 1(619) 691-5092

CONFIRMATION AGREEMENT

This Confirmation confirms the agreement reached on May 8, 2019 between CITY OF CHULA VISTA ("CounterParty") and Shell Energy North America (US), L.P. ("Shell Energy") pursuant to and in accordance with the Energy Sales Agreement dated June 15, 2004 ("ESA") between CounterParty and Shell Energy. This confirmation constitutes part of and is subject to all of the terms and provisions of such ESA. Terms used but not defined herein shall have the meanings ascribed to them in the ESA. CounterParty and Shell Energy hereby agree to the sale of Energy by Shell Energy to CounterParty under the terms and conditions as follows:

Buyer's Facilities: 276 4TH AVE, CHULA VISTA, CA 91910
775 BUENA VISTA WAY, CHULA VISTA, CA 91910
361 F ST, CHULA VISTA, CA 91910
389 ORANGE AVE, CHULA VISTA, CA 91910

Contract Quantity: Hourly Quantities (MWhrs) Shown in the Hourly Shape Table

Total Volume: 1,623.46 MWh

Delivery Point: SP 15 EZ Gen Hub

Contract Price: \$ 53.10/Mwhr Fixed

Delivery Term: July 1, 2019 through June 30, 2021

Other: Seller is the sole supplier of Energy for Buyer's facilities supplied under this Confirmation. Buyer may use an excess of 25% over the hourly Contract Quantity or a 25% deficiency below the hourly Contract Quantity at Buyer's facilities supplied under this Confirmation.

HOURLY VOLUME(S):

Table with columns: Dates, 1-24, Total, Days, MWh. Rows represent hourly data from 07/01/2019 to 06/30/2021.

TOTAL MWH : 1,623.46 MWh



Shell Energy North America (US), L.P.

Attn: Commercial Advisor

Phone: 858-320-1500

Fax: 713-767-5414

Deal No.

May 8, 2019

This Confirmation sets forth the terms of the transaction into which the Parties have entered into and shall constitute the entire agreement between the Parties relating to the contemplated purchase and sale of electric energy and/or electric capacity. Please have this confirmation executed by an authorized representative or officer of your company and return via facsimile to (713) 767-5414. If no objection to this Confirmation has been received by Shell Energy by facsimile transmission by 5:00 p.m., Houston, Texas time, one (1) business day after delivery of this Confirmation to the other Party by facsimile, then this Confirmation (i) shall be binding and enforceable against Counterparty and Shell Energy and (ii) shall be the final expression of all the terms hereof, regardless whether executed by the other Party.

CITY OF CHULA VISTA

Shell Energy North America (US), L.P.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____