



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

1000 MAIN ST FL 12
HOUSTON, TX 77002-6367
877-504-2491

May 12, 2021

Deal No. 3858401

CITY OF SAN JOSE
200 E SANTA CLARA ST # 14,
SAN JOSE, CA 95113-1903
Fax:

CONFIRMATION AGREEMENT

This confirmation agreement (this "Confirmation" or "Agreement") shall confirm the agreement reached on May 11, 2021, between Shell Energy North America (US), L.P. ("Shell Energy") and CITY OF SAN JOSE ("CounterParty") (herein sometimes referred to as a "Party" and collectively as the "Parties") regarding the sale of electric capacity and/or electric energy under the terms and conditions set forth below.

BUYER: CITY OF SAN JOSE
SELLER: Shell Energy North America (US), L.P.
PRODUCT/FIRMNESS: FIRM

PERIOD OF DELIVERY 06/01/2021 through 06/30/2021
QUANTITY: ■ Mws of energy per hour
PRICE: ■ /Mwhr Fixed
DELIVERY POINT(S): NP 15 EZ Gen Hub
SCHEDULING: Monday thru Saturday, Hours ending 0700 thru 2200 Excluding NERC Holidays

PERIOD OF DELIVERY 06/01/2021 through 06/30/2021
QUANTITY: ■ Mws of energy per hour
PRICE: ■ /Mwhr Fixed
DELIVERY POINT(S): NP 15 EZ Gen Hub
SCHEDULING: NERC Holidays , Hours ending 0100 thru 2400; Monday thru Saturday, Hours ending 0100 thru 0600; Monday thru Saturday, Hours ending 2300 thru 2400; Sunday thru Sunday, Hours ending 0100 thru 2400

TIME ZONE: PPT
TOTAL MWH: ■

SPECIAL CONDITIONS:

Seller and Buyer agree to notify each other as soon as practically possible of any interruption or curtailment affecting this transaction. Buyer should notify Shell Energy at 1-(800) 267-2562.

City of San José Standard Provisions.

(a) Nondiscrimination/Non-Preference. Seller shall not, and shall not cause or allow its subcontractors to, discriminate against or grant preferential treatment to any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity or national origin. This prohibition applies to recruiting, hiring, demotion, layoff, termination, compensation, fringe benefits, advancement, training, apprenticeship and other terms, conditions, or privileges of employment, subcontracting and purchasing. Seller will inform all subcontractors of these obligations. This prohibition is subject to the following conditions: (i) the prohibition is not intended to preclude Seller from providing a reasonable accommodation to a person with a disability; (ii) the City's Compliance Officer may require Seller to file, and cause any Seller's subcontractor to file, reports demonstrating compliance with this section.

(b) Conflict of Interest. Seller represents that it is familiar with the local and state conflict of interest laws, and agrees to comply with those laws in performing this Agreement. Seller certifies that, as of the Effective Date, it was unaware of any facts constituting a conflict of interest or creating an appearance of a conflict of interest. Seller shall avoid all conflicts of interest or appearances of conflicts of interest in performing this Agreement. Seller has the obligation of determining if the manner in which it performs any part of this Agreement results in a conflict of interest or an appearance of a conflict of interest, and shall immediately notify the Buyer in writing if it becomes aware of any facts giving rise to a conflict of interest or the appearance of a conflict of interest. Seller's violation of this subsection (b) is a material breach.

(c) Environmentally Preferable Procurement Policy. Seller shall perform its obligations under this Agreement in conformance with San José City Council Policy 1-19, entitled "Prohibition of City Funding for Purchase of Single serving Bottled Water," and San José City Council Policy 4-6, entitled "Environmentally Preferable Procurement Policy," as those policies may be amended from time to time. The Parties acknowledge and agree that in no event shall a breach of this subsection (c) be a material breach of this Agreement or otherwise give rise to an Event of Default or entitle Seller to terminate this Agreement.

(d) Gifts Prohibited. Seller represents that it is familiar with Chapter 12.08 of the San José Municipal Code, which generally prohibits a City of San José officer or designated employee from accepting any gift. Seller shall not offer any City of San José officer or designated employee any gift prohibited by Chapter 12.08. Seller's violation of this subsection (d) is a material breach.

(e) Disqualification of Former Employees. Seller represents that it is familiar with Chapter 12.10 of the San José Municipal Code, which generally prohibits a former City of San José officer and former designated employee from providing services to the City of San José connected with his/her former duties or official responsibilities. Seller shall not use either directly or indirectly any officer, employee or agent to perform any services if doing so would violate Chapter 12.10.

SUBJECT TO MASTER AGREEMENT EEI DATED: 07/15/2019

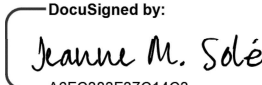
This Confirmation sets forth the terms of the transaction into which the Parties have entered into and shall constitute the entire agreement between the Parties relating to the contemplated purchase and sale of electric energy and/or electric capacity please have this confirmation executed by an authorized representative or officer of your company and return via facsimile to 713-767-5414 or email at SENA-Confirmations-Power@shell.com.


PLEASE SIGN AND RETURN TO SHELL ENERGY NORTH AMERICA (US), L.P.,

**ATTENTION: CONTRACTS NORTH AMERICA, AT FAX NO. 713-767-5414
Or email to SENA-Confirmations-Power@shell.com**

CITY OF SAN JOSE

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

DocuSigned by:

By: _____
Name: Jeanne M. Solé
Title: Deputy Director of Power Resources
Date: 5/14/2021

DocuSigned by:

By: _____
Name: John W. Pillion
Title: Confirmations Team Lead
Date: 5/14/2021

Form approved by City Attorney's Office; Master Agreement dated July 15, 2019

City of San José Contract/Agreement Transmittal Form

Route Order

Attached / Completed

Electronically Signed

- TO: City Attorney
 City Manager
 City Clerk **OR** Return to
 Dept. (circle one)

- Insurance Certificates / Waivers Electronically Signed: Select one
Business Tax Certificate Audit Trail Attached (if applicable)
 Contacted Clerk re: Form 700 Scanned Signature Authorization
 Supplemental Memorandums (if applicable): Select One

Type of Document: New Contract

Type of Contract: Other

REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # 666998-000

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

Address: _____

Phone: _____

Email: _____

Contract Description: Contract ID: 21-112-09

Term Start Date: 5/11/2021 Term End Date: 6/30/2021 Extension: Select one

Method of Procurement: Select one RFB, RFP or RFQ No.: _____ Date Conducted: _____

Agenda Date (if applicable): _____ Agenda Item No.: _____

Resolution No.: _____ Ordinance No.: _____

Original Contract Amount: _____ Amount of Increase/Decrease: _____

Option #: ___ of ___ Option Amount: _____ NTE/Updated Contract Amount: _____

Fund/Appropriation: _____

Form 700 Required (Selection mandatory for processing): Select one Revenue Agreement: Select one

Tax Certificate No.: _____ Expiration Date: _____

Department: Community Energy

Department Contact: angela.sato-anderson@sanjoseca.go Customer (Finance Only): _____

Notes:

Department Director Signature: _____ Date

Office of the City Manager Signature: _____ Date

Pricing information within this Contract is confidential and may not be subject to disclosure under the California Public Records Act, and has been redacted.

Unredacted versions of Power Supply Contracts and Energy Confirmations are with the Community Energy Department. For additional information, contact the Community Energy Department at:

For additional information, contact the Community Energy Department at:

- Email: Invoices@sanjosecleanenergy.org**
- Phone: (408) 535-4898**