

NATURAL GAS SALES AGREEMENT

CenterPoint Energy – Texas

BUYER:

Buyer's Initials: [REDACTED]

Brazoria County

Full Legal Name of Entity

Federal Tax ID or SSN

DUNS # (if applicable)

Contact Name: Susan Serrano

Email: sserano@brazoriacountytx.gov

Phone: _____

Fax: N/A

3602 CR 45

Service Address

Angleton, TX 77515

City, State and Zip

Same as above

Billing Address, City, State & Zip

TERM:

Number of Months: 48

Estimated Start Date: 11/1/2025

This Agreement shall commence on the date of first gas deliveries
And continue until the end of the term as noted herein.

ADDITIONAL BUYER INFORMATION:

Account No.(s): 5002650562

Type of Business: County Facility Established: _____

Estimated Annual MMBtu Use: 8,500 MMBtu

Sales Tax Exempt: Yes If yes, provide certificate

SELLER:

Seller's Initials: _____

Pro Energy Partners, LLC.

14800 St. Mary's Lane, Suite 250

Houston, TX 77079

Tel (888) 477-5506 or (832) 300-0146

Fax (832) 300-0016

www.proenergypartners.com

Administrative Contact: Customer Care

Email: **CustomerCare@proenergypartners.com**

PRICING:

INDEX-RELATED PRICE (Load Following): The price to be paid by Buyer to seller shall vary each month and shall be equal to the monthly settlement price of natural gas as indicated by Inside FERC's *Gas Market Report* for HSC (Houston Ship Channel) plus \$0.52; plus 0.5% upstream pipeline fuel per MMBtu.

In addition to the above noted gas commodity rate, Seller shall invoice Buyer for all applicable transportation and pass-through charges and applicable taxes.

NOTICE OF PRICING OPTIONS: At any time during the term of this Agreement and while receiving service under a variable price Buyer may request a fixed price for any number of months or for the remainder of this Agreement

TERMS AND CONDITIONS

- NATURAL GAS SALES AGREEMENT:** This Agreement is contingent upon the execution of all intrastate and interstate transportation agreements required for this business transaction. This Agreement and its obligations herein are subject to credit approval of Buyer prior to initial delivery of natural gas and throughout the term of this Agreement. This Agreement sets forth the entire Agreement between Buyer and Seller.
- SALES:** Seller agrees to sell and Buyer agrees to purchase one hundred percent (100%) of Buyer's natural gas requirements. Seller agrees not to switch to another gas supplier for the purchase of any gas during the term of this Agreement.
- REGULATORY & MARKET EVENTS:** Buyer and Seller agree that the purchase and sale of natural gas is and shall remain subject to any existing or future changes made by the applicable utility company, upstream pipelines, monthly market elements or associated pipeline company. Further, this Agreement is subject to any and all existing and future valid laws, orders, directives, rules and regulations of the regulatory bodies having jurisdiction over the parties and this transaction. In the event a Regulatory Event causes Seller to directly or indirectly incur any capital, operating, commodity or other costs relating to the provision of services contemplated herein above those existing prior to the date of the Regulatory Event, then Seller shall be permitted to pass through such costs to Buyer.
- CREDIT:** Buyer shall provide to Seller adequate credit assurance both before and during the term of this Agreement. Adequate assurance shall mean sufficient security in the form, amount and for the term reasonably acceptable to Seller, including, but not limited to, a prepayment, deposit, letter of credit, a guaranty of payment from a third party, or some other security approved by Seller. If adequate credit assurance is not established within forty-eight (48) hours of Seller's request, Seller shall have the right to terminate the Agreement or suspend sales and deliveries without liability. Buyer shall reimburse Seller for any collection fees incurred with regard to outstanding and/or unpaid invoices. At any time during the term of this Agreement, Buyer authorizes Seller to check Buyer's credit history.
- EARLY TERMINATION:** In the event Buyer terminates this Agreement for any reason prior to its expiration date, Buyer shall remain liable for the cost of natural gas that would have otherwise been delivered for Buyer's account. This amount shall be referred to as the "Settlement Amount" and shall be the sum of (i) any remaining amounts due under this Agreement pursuant to paragraph 6; and (ii) an amount representing the then current replacement value of this Agreement together with, but without duplication, all losses and costs incurred by Seller as a result of maintaining, terminating, obtaining or re-establishing any hedge or financial positions applicable to this Agreement.

6. **EXPIRATION AND RENEWAL:** No later than 30 days prior to the expiration of this Agreement, both Buyer and Seller agree that this Agreement may be renewed for a 12-month term only by written agreement signed by authorized representatives of each party. Upon renewal Buyer's gas price shall automatically renew according to the variable indexed rate of Inside F.E.R.C. Gas Market Report HSC plus \$0.52 plus all other charges as stated in the Pricing terms above. The renewal term shall be consistent with the signed Exhibit A as required by CenterPoint.
7. **BILLING AND PAYMENT:** Seller shall invoice Buyer for all natural gas, distribution, applicable taxes or any other charges as mandated by CenterPoint Energy. Unless otherwise directed by CenterPoint Energy, Seller will invoice Buyer for all gas volumes consumed by Buyer in accordance with the meter read information received from CenterPoint Energy. Buyer shall remit the amount due in immediately available funds on or before the later of the Payment Date or thirty (30) days after receipt of the invoice by Buyer, provided that if the Payment Date is not a Business Day, payment is due on the next business day following that date. Late payments or partial payment balances will be subject to interest at the maximum percentage allowed by Texas Statutes; currently, 18% per annum. In the event this Agreement is referred to an attorney for collection due to nonpayment, Seller shall be entitled to recover its reasonable attorneys' fees and costs of collection in addition to all other sums due hereunder. Seller charges \$25 for each returned check (or ACHs). Appropriate billing adjustments due to meter read errors will be made during the following months billing period after meter read errors have been corrected and presented to Seller.
8. **DISPUTED AMOUNTS:** If the Invoiced Party, in good faith, disputes the amount of any such invoice or any part thereof Buyer will pay such amount as it concedes to be correct; provided however, if the invoiced party disputes the amount due, it must provide supporting documentation acceptable in industry practice to support the amount paid or disputed, and the Parties will attempt to expeditiously resolve such dispute. Notice of any dispute must be provided in writing within thirty (30) days from the date that such invoice is delivered to Buyer. If notice is received after the thirty (30) days all charges shall be deemed valid.
9. **TITLE:** Seller hereby warrants good title to the gas sold and delivered to the applicable delivery points. The title to such gas shall pass to Buyer at the Delivery Point(s). Unless otherwise indicated the Delivery Point shall be CenterPoint Energy.
10. **TAXES:** Seller shall pay or cause to be paid all royalties and sums relating to the production and transportation of natural gas to the delivery point(s), however, that any increase in applicable taxes or transportation fees relating to the production and transportation of natural gas to the delivery point(s) occurring after the commencement of service hereunder will be paid by Buyer and are levied upon or attributable to the gas purchased and sold hereunder after title has passed from Seller to Buyer, including but not limited to the utility shrinkage, franchise fees, lost and unaccounted for charges, utility users' tax, intrastate transportation tariff charges and surcharges of every kind and nature. Any increase in applicable taxes will be paid by Buyer and reflected in the delivered price as adjusted. Buyer shall be responsible for sales, usage and any other related taxes. Buyer shall be responsible for notifying Seller with regard to any tax exemptions that may apply.
11. **FORCE MAJEURE:** Neither party shall be in any way liable to the other for any inability to fully or partially perform any term of this Agreement (other than Buyer's obligation to pay for gas previously delivered) if such party's inability is caused by or results from directly or indirectly, for any act of God, Federal, State, Municipal, Legislative or Regulatory; fires, floods, storms, earthquakes or other natural occurrences; war, strikes, lockouts or accidents; failure of facilities; failure of any pipeline or utility to accept and/or transport any natural gas; or any similar cause which renders either party unable to perform and which is beyond the reasonable control of the party claiming any such inability. Force Majeure shall not excuse performance if Seller's interstate pipeline transportation is interrupted, unless and to the extent that primary firm transportation service to the same delivery point is interrupted.
12. **EVENTS OF DEFAULT:** Seller shall have the right, at its sole election and upon written notice, to immediately (a) withhold and/or suspend deliveries, or (b) terminate and/or liquidate this Agreement, upon the occurrence of any of the following events (each an "Event of Default"); (i) Buyer fails to pay any amount due to Seller under the Agreement on or before the second business day following Seller's delivery of written notice to Buyer that such payment is past due; (ii) Buyer files or has filed against it a petition for relief under the United States Bankruptcy Code; (iii) Buyer fails to provide the required credit support within two business days as requested by Seller in accordance with Section 4; or (iv) Buyer otherwise fails to comply with the terms of this Agreement. If Seller elects to liquidate this Agreement, Seller shall make a good faith determination of all amounts owing from Buyer under this Agreement for the remainder of the Term, whether or not then due. Promptly following such determination, Seller shall provide an invoice for such amount to Buyer and Buyer shall pay Seller the amounts owed pursuant to this section within ten (10) days of the issuance of Seller's invoice.
13. **LIMITATION OF LIABILITY:** Neither party shall be liable to the other for any indirect, special, consequential, incidental, or punitive damages arising from a breach of this Agreement. The sole and exclusive remedy of the parties in the event of a breach of an obligation to deliver or receive Gas shall be recovery of the following: (1) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the difference between the Agreement quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the Agreement Price from a price reasonable for the delivery or production area; or (2) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in an amount equal to the difference between the Agreement quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the Agreement Price from a price reasonable for the delivery or production area from the Agreement Price. THE FOREGOING LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 13 SHALL NOT APPLY WITH RESPECT TO: (A) DAMAGES OCCASIONED BY THE FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF EITHER PARTY; OR (B) DAMAGES OCCASIONED BY VIOLATION OF LAW.
14. _____
15. **GOVERNING LAW:** The place of execution of this Agreement is Harris County, Texas where it is performable, whole or in part. This Agreement shall be construed according to the laws of the State of Texas excluding any conflict-of-laws principle that may refer such construction to the law of another state.
16. **SEVERABILITY:** If any provision in this Agreement is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision of the Agreement
17. **ASSIGNMENT:** Neither party may assign this Agreement without the prior written consent of the other party, except that Seller, without the consent of Buyer, may assign the Agreement to a controlled subsidiary of that party or a purchaser of all or substantially all of that party's assets used in connection with performing this Agreement, provided the assigning party guarantees the performance of and causes the assignee to assume in writing all obligations of the assignor under this Agreement.
18. **CONFIDENTIALITY:** Both Buyer and Seller shall keep the terms and conditions of this Agreement confidential except as may be required in order to effectuate the transportation and delivery of natural gas to be sold hereunder or to meet the lawful requirements of any regulatory body having jurisdiction. **This Agreement constitutes the entire Agreement between the Parties. Any amendment, change or modification of this Agreement must be in writing and signed by both Parties. This Agreement shall become effective upon execution by both parties by a duly authorized representative of each company.**

BUYER: Brazoria County

SELLER: Pro Energy Partners, LLC

Print name

Jarrett W. Rogers

Print Name

Signature

Signature

Title

President

Title

EFFECTIVE DATE OF AGREEMENT: _____

EFFECTIVE DATE OF AGREEMENT: _____