

**Amendment to Contract for
Annual Supply of Natural Gas
City of Lincoln/Lancaster County/Lincoln-Lancaster County Public Building
Commission
Bid 13-239
City of Lincoln
(Service Termination at a City Location)**

This Amendment is hereby entered into by and between Continuum Retail Energy Services, LLC, P.O. Box 873112, Kansas City, MO 64187-3112 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending a Contract dated October 10, 2013, under Resolution No. A-87597, (the "Contract"), for Annual Supply of Natural Gas, Bid No. 13-239, which is made a part hereof by this reference.

WHEREAS, the City of Lincoln is terminating service at the following facility effective March 1, 2015:
NBM 517844 City of Lincoln Public Works (Meter #9899311063)
901 No. 6th Street
Lincoln, NE 68508

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City Resolution No. A-87597, and stated herein the parties agree as follows:

- 1) The parties agree to terminate service at the following facility effective March 1, 2015:
NBM 517844 City of Lincoln Public Works (Meter #9899311063)
901 No. 6th Street
Lincoln, NE 68508
- 2) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment upon completion of signatures on:

Vendor Signature Page
City of Lincoln Signature Page

Vendor Signature Page

Amendment to Contract for
Annual Supply of Natural Gas
City of Lincoln/Lancaster County/Lincoln-Lancaster County Public Building Commission
Bid 13-239
City of Lincoln
(Service Termination at a City Location)

Supplier, please sign and date within 10 days of receipt.
You must return an original copy of the document.

Mail to: City/County Purchasing
Attn: Deb Winkler
440 So. 8th St., Ste. 200
Lincoln, NE 68508

Company Name:	CONTINUUM RETAIL ENERGY SERVICES LLC
By: (Please Sign)	
By: (Please Print)	RICHARD PEMBERTON
Title:	DIRECTOR, MIDWEST, C&I CENTRAL REGION
Company Address:	1323 EAST 71st STREET, Suite 300
Company Phone & Fax:	Tulsa, OK / ph: 918-492-2840 Fx 918-492-3075
E-Mail Address:	RPEMBERTON@CONTINUUMES.COM
Date:	3/25/15
Contact Person for Orders or Service:	Michelle Kluver
Phone Number:	402-260-1442

City of Lincoln Signature Page

Amendment to Contract for
Annual Supply of Natural Gas
City of Lincoln/Lancaster County/Lincoln-Lancaster County Public Building Commission
Bid 13-239
City of Lincoln
(Service Termination at a City Location)

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Meier

City Clerk



CITY OF LINCOLN, NEBRASKA

Miki Exposito

Director, Public Works & Utilities

Approved by Directorial Order No. 12834

dated 4/3/15

Amendment
Annual Supply of Natural Gas 13-239
City of Lincoln/Lancaster County/ Lincoln-Lancaster County Public Building
Commission

This Amendment is hereby entered into by and between Continuum Energy, 1323 East 71st Street, Suite 300, Tulsa, OK 74136 (hereinafter "Contractor") and the City of Lincoln, Lancaster County and Lincoln-Lancaster County Public Building Commission (hereinafter "Owners"), for the purpose of amending the Agreement C-13-0471, dated September 19, 2013, and Resolution A-87597, dated October 10, 2013, (the "Agreement"), for Annual Supply of Natural Gas, which is made a part of this amendment by this reference.

WHEREAS, The City of Lincoln, in accordance with the current contract terms will hedge the supply of Natural Gas at the cost listed and in the amounts listed in Attachment A, B, C and D effective January 1, 2015 through March 31, 2015.

WHEREAS, The City of Lincoln agrees to an increase in the adder for the Ashland Water Department account from .25 to .38 per MMBTU.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Agreement, under City Resolution A-87597 and County Contract C-13-0471, and stated herein the parties agree as follows:

- 1) The City of Lincoln, in accordance with the current contract terms will hedge the supply of Natural Gas at the cost listed and in the amounts listed in Attachment A, B, C and D effective January 1, 2015 through March 31, 2015.
- 2) The City of Lincoln agrees to an increase in the adder for the Ashland Water Department account from .25 to .38 per MMBTU.
- 3) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

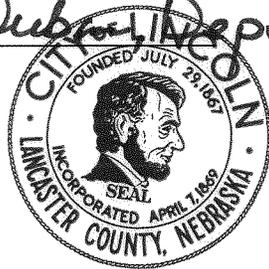
City of Lincoln Signature Page

AMENDMENT
Annual Supply of Natural Gas
City of Lincoln/Lancaster County/Lincoln-Lancaster County Public Building
Commission

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Gandy L. Dubois, Deputy
City Clerk



CITY OF LINCOLN, NEBRASKA

Miki Exposito

Director, Public Works & Utilities

Approved by Directorial Order No. _____

12662

dated _____

March 10, 2015

Supplier, please fill out the following information and mail back to our office; a faxed copy is not acceptable.

Company Name:	CONTINUUM ENERGY
By: (Please Sign)	<i>Richard Pemberton</i>
By: (Please Print)	RICHARD PEMBERTON
Title:	DIRECTOR, Midwest, C+I Central Region
Company Address:	1323 EAST 71st STREET, Suite 300
Company Phone & Fax:	Tulsa, OK / 918-492-2840 ph / 918-492-3075 fx
E-Mail Address:	RPEMBERTON@CONTINUUMES.COM
Date:	2-23-2015

11686
11-216
C - 14 - 0366
RECEIVED

JUL 18 2014

LANCASTER COUNTY
CLERK

Amendment
Annual Supply of Natural Gas
City of Lincoln/Lancaster County/ Lincoln-Lancaster County Public Building Commission

This Amendment is hereby entered into by and between Continuum Energy, 1323 East 71st Street, Suite 300, Tulsa, OK 74136 (hereinafter "Contractor") and the City of Lincoln, Lancaster County and Lincoln-Lancaster County Public Building Commission (hereinafter "Owners"), for the purpose of amending the Agreement C-13-0471, dated September 19, 2013, and Resolution A-87597, dated October 10, 2013, (the "Agreement"), for Annual Supply of Natural Gas, which is made a part of this amendment by this reference.

WHEREAS, Seminole Retail Energy Services, 303 E. 17th Avenue, Denver, CO 80203 has hereby legally changed it's name and will be furthermore referred to as Continuum Energy, 1323 East 71st Street, Suite 300, Tulsa, OK 74136.

WHEREAS, effective January 1, 2014, Swing Pricing terms as shown in Exhibit C in the Agreement shall be changed from:
100% of the production months highest weekly average for GDD NNG Ventura plus \$0.07.
90% of the lowest weekly average for GDD NNG Ventura flat on any gas sold back.

To Read As Follows:

Gas Daily daily midpoint (average) price for Northern Natural Gas - Ventura (GDDNNGVENT) plus \$1.12.

Gas Daily daily midpoint (average) price for Northern Natural Gas - Ventura (GDDNNGVENT) flat on any gas sold back.

WHEREAS, effective January 1, 2014, Continuum Energy, previously known as Seminole Retail Energy, will credit all of the Owners accounts for the difference in pricing using the new Swing Pricing terms.

WHEREAS, The parties acknowledge and agree in respect to volumes used in excess of contracted volumes, commodity cost of gas shall be Seller's weighted average cost of gas (WACOG) plus the price increment per MMBtu, plus all applicable charges and costs . In respect to volumes used that are less than the contracted volumes, Seller shall credit Buyer the weighted average cost of gas (WACOG) flat per MMBTU."

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Agreement, under City Resolution A-87597 and County Contract C-13-0471, and stated herein the parties agree as follows:

- 1) Seminole Retail Energy Services, 303 E. 17th Avenue, Denver, CO 80203 has hereby changed it's name and address and will be furthermore referred to as Continuum Energy, 1323 East 71st Street, Suite 300, Tulsa, OK 74136.
- 2) Effective January 1, 2014, Swing Pricing terms as shown in Exhibit C in the Agreement shall be changed from:
100% of the production months highest weekly average for GDD NNG Ventura plus \$0.07.
90% of the lowest weekly average for GDD NNG Ventura flat on any gas sold back.
To Read As Follows:
Gas Daily daily midpoint (average) price for Northern Natural Gas - Ventura (GDDNNGVENT) plus \$1.12.
Gas Daily daily midpoint (average) price for Northern Natural Gas - Ventura (GDDNNGVENT) flat on any gas sold back.
- 3) Effective January 1, 2014, Continuum Energy, previously known as Seminole Retail Energy, will credit all of the Owners accounts for the difference in pricing using the new Swing Pricing terms.
- 4) The parties acknowledge and agree in respect to volumes used in excess of contracted volumes, commodity cost of gas shall be Seller's weighted average cost of gas (WACOG) plus the price increment per MMBtu, plus all applicable charges and costs . In respect to volumes used that are less than the contracted volumes, Seller shall credit Buyer the weighted average cost of gas (WACOG) flat per MMBTU."
- 5) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Lancaster County Board of Commissioners Signatures

City of Lincoln

Executed this 22 day of July, 2014

Executed this 31st day of July, 2014

[Signature]

[Signature]

[Signature]

Finance Director

11686

[Signature]

Approved by Directorial Order No. 11686

[Signature]

[Signature]

Lincoln-Lancaster County Public Building Commission

[Signature]

Executed this 10 day of June, 2014

Deputy County Attorney

[Signature]
Chairperson

[Signature]
City Of Lincoln Attorney

[Signature]
Public Building Commission Attorney

Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

Company Name: (PLEASE PRINT)	CONTINUUM RETAIL ENERGY SERVICES LLC
By: (PLEASE PRINT)	RICHARD D. PEMBERTON
By: (PLEASE SIGN)	<u>[Signature]</u>
Title:	DIRECTOR
Company Address: (PLEASE PRINT)	1323 EAST 71ST STREET SUITE 300
Company Phone & Fax: (PLEASE PRINT)	918-492-2840 TULSA, OK 74136
E-Mail Address: (PLEASE PRINT)	RPEMBERTON@CONTINUUMES.COM
Contact Person for: "Orders or Service"	JUL 17 2014
and Phone Number: (Please Print)	

**Amendment to Agreement
Annual Supply of Natural Gas**

RECEIVED
C-13-0564
NOV 06 2013
LANCASTER COUNTY
CLERK

This Amendment is hereby entered into on this 12 day of November, 2013, by and between **Seminole Energy Services LLC, 303 17th Avenue, Suite 850, Denver, CO 80203** (hereinafter "Contractor") and **Lancaster County, Nebraska** (hereinafter "**County**"), for the purpose of amending the Agreement dated October 15, 2013 under County Contract No. C-13-0471, (the "Agreement"), for **The Annual Supply of Natural Gas, Bid No. 13-239**, which is made a part hereof by this reference.

WHEREAS, the parties wish to amend the Agreement to reflect a fixed hedge price of \$5.03/MMBTu for 33% of the winter gas load (November 1, 2013 - April 1, 2014) as shown in Attachment A, at the Lancaster County Engineer Shop and the Lancaster County Engineer Office.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Agreement, under County Contract C-13-0471, and as shown in Attachment A, and stated herein the parties agree as follows:

- 1) A fixed hedge price of \$5.03/MMBTu for 33% of the winter gas load (November 1, 2013 - April 1, 2014) at the Lancaster County Engineer Shop and the Lancaster County Engineer Office.
- 2) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

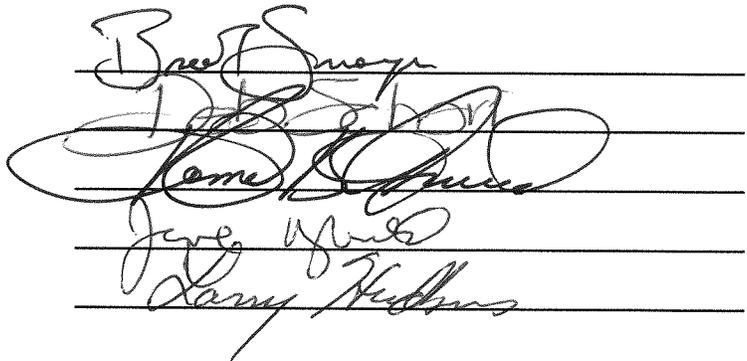
IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Lancaster County Board of Commissioners Signatures

Executed this 12 day of November, 2013

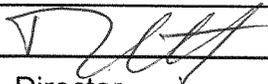
Approved as to form
this 12 day of Nov, 2013


Deputy County Attorney
For Lancaster County Attorney



Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

Dated OCT 30 2013

Company Name: (PLEASE PRINT)	Seminole Retail Energy Services, LLC
By: (PLEASE PRINT)	Don Krattenmaker
By: (PLEASE SIGN)	
Title:	Director
Company Address: (PLEASE PRINT)	303 E. 17th Ave., Ste 850, Denver, CO 80203
Company Phone & Fax: (PLEASE PRINT)	303-457-4194 Fax: 303-457-2690
E-Mail Address: (PLEASE PRINT)	dkrattenmaker@seminoleenergy.com

**Amendment to Agreement
Annual Supply of Natural Gas**

This Amendment is hereby entered into on this ____ day of _____, 2013, by and between **Seminole Energy Services LLC, 303 17th Avenue, Suite 850, Denver, CO 80203** (hereinafter "Contractor") and **The City of Lincoln, Nebraska** (hereinafter "City"), for the purpose of amending the Agreement dated October 15, 2013 under City Resolution A-87597, (the "Agreement"), for **The Annual Supply of Natural Gas, Bid No. 13-239**, which is made a part hereof by this reference.

WHEREAS, the parties wish to amend the Agreement to reflect a fixed hedge price of \$5.03/MMBtu for 33% of the winter gas load (November 1, 2013 - April 1, 2014) as shown on Attachment A, at the following locations:

- Wastewater Treatment Plant - Theresa Street Facility
- Wastewater Treatment Plant - NE Facility
- City Libraries - Gere, Anderson, Bennet Martin
- Municipal Service Center - 901 and 949 West Bond (Meters 158021 & 668042)
- StarTran - All Three Buildings

WHEREAS, the parties wish to amend the Agreement to reflect a fixed hedge price of \$4.17/MMBtu for 50% of the gas load (November 1, 2013 - January 1, 2014) as shown on Attachment A, at the Ashland Water Treatment Facility.

WHEREAS, the parties wish to amend the Agreement to reflect a fixed hedge price of \$4.26/MMBtu for 33% of the gas load (January 2, 2014 - April 1, 2014) as shown on Attachment A, at the Ashland Water Treatment Facility.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Agreement, under City Resolution A-87597, and as shown in Attachment A, and stated herein, the parties agree as follows:

- 1) A fixed hedge price of \$5.03/MMBtu for 33% of the winter gas load (November 1, 2013 - April 1, 2014) at the following locations: Wastewater Treatment Plant - Theresa Street Facility, Wastewater Treatment Plant - NE Facility, City Libraries - Gere, Anderson, Bennet Martin, Municipal Service Center - 901 and 949 West Bond (Meters 158021 & 668042), StarTran - All Three Buildings.
- 2) A fixed hedge price of \$4.17/MMBtu for 50% of the gas load (November 1, 2013 - January 1, 2014) at the Ashland Water Treatment Facility.
- 3) A fixed hedge price of \$4.26/MMBtu for 33% of the gas load (January 2, 2014 - April 1, 2014) at the Ashland Water Treatment Facility.
- 2) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

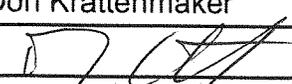
Official City Use Only

Dated this 6th day
of November 2013



Finance Director

Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

Company Name: (PLEASE PRINT)	Seminole Retail Energy Services, LLC
By: (PLEASE PRINT)	Don Krattenmaker
By: (PLEASE SIGN)	
Title:	Director
Company Address: (PLEASE PRINT)	303 E. 17th Ave., Ste 850, Denver, CO 80203
Company Phone & Fax: (PLEASE PRINT)	303-457-4194 Fax: 303-457-2690
E-Mail Address: (PLEASE PRINT)	dkrattenmaker@seminoleenergy.com
Dated:	10/30/2013

**NATURAL GAS TRANSACTION CONFIRMATION**

For Immediate Delivery - dated October 28, 2013

This Transaction Confirmation is subject to the Natural Gas Sales Agreement, Bid 13-239, Annual Supply of Natural Gas, dated November 1, 2013 By and Between City of Lincoln, Nebraska, Lancaster County, Lincoln-Lancaster Public Building Commission (Buyer) necessary to accommodate the terms of this Transaction and Seminole Retail Energy Services, LLC (Seller) and any contractual modifications Confirmation. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt.

Contracted Trigger price: Fixed at \$5.03 per MMBtu, plus plus Transporter's full rate approved firm transportation rates and balancing, including Black Hills Energy-NNG fuel loss plus any applicable sales taxes and local franchise fees for volumes delivered to meter

		Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Total Vol
City Libraries #130-43685							
Gere	NGM614842	55	100	137	129	150	571
Anderson	BHE110288	12	32	32	34	9	119
Bennett Martin	NGM670926	18	86	91	86	98	379
Public Works Municipal Center #130-43696							
Service Center	BHE158021	184	276	413	445	479	1797
Office	668042	42	94	98	85	104	423
Engineering #130-43666							
Engineer	ILA037768	22	23	20	23	16	104
County Shop	595047	23	53	50	61	30	217
Public Building Commission #130-43697							
Comm. Mental Health	NGM614210	62	93	104	100	85	444
Juvenile Detention	NGM745812	244	284	303	296	253	1380
Old City Hall	NGM658196	44	99	87	101	59	390
Trabert Hall	761585	77	218	222	230	145	892
Hall of Justice	NGM668762	0	0	0	0	0	0
Startran #130-43691							
STARTRAN	NGM614214	7	26	31	29	11	104
STARTRAN	NGM19259	52	122	117	130	61	482
STARTRAN	NGM725252	1	26	34	33	13	107
Wastewater #130-43692							
City of Lincoln - Wastewater	BHE129015	149	303	749	898	836	2935
Wastewater 70th #170-46820							
City of Lincoln - Wastewater 70th	BHE112897	124	248	281	244	127	1024

Contracted Trigger price: Fixed at \$4.17 per MMBtu, plus plus Transporter's full rate approved firm transportation rates and balancing, including Black Hills Energy-NNG fuel loss plus any applicable sales taxes and local franchise fees for volumes delivered to meter

Lincoln Water System #170-46363							
Lincoln Water System	NGM798862	155	472	0	0	0	627

Contracted Trigger price: Fixed at \$4.26 per MMBtu, plus plus Transporter's full rate approved firm transportation rates and balancing, including Black Hills Energy-NNG fuel loss plus any applicable sales taxes and local franchise fees for volumes delivered to meter

Lincoln Water System #170-46363							
Lincoln Water System	NGM798862	0	0	688	1376	1640	3704

Above quantities are fixed and all volume variances will be priced per Natural Gas Sales Agreement, unless stated below. In the event that the hedged volumes exceed the First of the Month contracted volumes, the hedged volumes will become the new First of the Month contractual volumes. Above Pricing is for commodity only, exclusive of transport and fuel, unless otherwise stated in Base Contract or below.

Seller

Seminole Retail Energy Services, LLC

By: Don Kraemhuber

Title: Director

Date:

OCT 30 2013

Buyer

City of Lincoln, Nebraska

By:

Title:

Date:

Amendment to Agreement Annual Supply of Natural Gas

This Amendment is hereby entered into on this ____ day of _____, 2013, by and between **Seminole Energy Services LLC, 303 17th Avenue, Suite 850, Denver, CO 80203** (hereinafter "Contractor") and **The City of Lincoln/Lancaster County Public Building Commission** (hereinafter "**Commission**"), for the purpose of amending the Agreement dated October 15, 2013, (the "Agreement"), for **The Annual Supply of Natural Gas, Bid No. 13-239**, which is made a part hereof by this reference.

WHEREAS, the parties wish to amend the Agreement to reflect a fixed hedge price of \$5.03/MMBTu for 33% of the winter gas load (November 1, 2013 - April 1, 2014) as shown in Attachment A, at the following locations:

- Community Mental Health Center
- Youth Services Center (Juvenile Detention)
- Old City Hall
- Trabert Hall

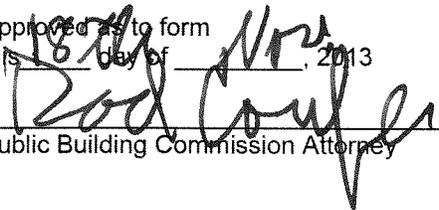
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Agreement, under County Contract C-13-0471, and as shown in Attachment A, and stated herein the parties agree as follows:

- 1) A fixed hedge price of \$5.03/MMBTu for 33% of the winter gas load (November 1, 2013 - April 1, 2014) at the following locations: Community Mental Health Center, Youth Services Center (Juvenile Detention), Old City Hall, Trabert Hall.
- 2) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

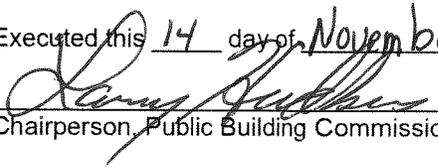
The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Approved as to form
this 18th day of Nov, 2013

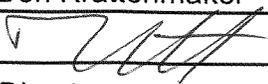

Public Building Commission Attorney

Executed this 14 day of November, 2013


Chairperson, Public Building Commission

Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

Dated OCT 30 2013

Company Name: (PLEASE PRINT)	Seminole Retail Energy Services, LLC
By: (PLEASE PRINT)	Don Krattenmaker
By: (PLEASE SIGN)	
Title:	Director
Company Address: (PLEASE PRINT)	303 E. 17th Ave., Ste 850, Denver, CO 80203
Company Phone & Fax: (PLEASE PRINT)	303-457-4194 Fax: 303-457-2690
E-Mail Address: (PLEASE PRINT)	dkrattenmaker@seminoleenergy.com



NATURAL GAS TRANSACTION CONFIRMATION

For Immediate Delivery - dated October 28, 2013

This Transaction Confirmation is subject to the Natural Gas Sales Agreement, Bid 13-239, Annual Supply of Natural Gas, dated November 1, 2013 By and Between City of Lincoln, Nebraska, Lancaster County, Lincoln-Lancaster Public Building Commission (Buyer) necessary to accommodate the terms of this Transaction and Seminole Retail Energy Services, LLC (Seller) and any contractual modifications Confirmation. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt.

Contracted Trigger price: Fixed at \$5.03 per MMBtu, plus plus Transporter's full rate approved firm transportation rates and balancing, including Black Hills Energy-NNG fuel loss plus any applicable sales taxes and local franchise fees for volumes delivered to meter

City Libraries #130-43685		Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Total Vol
Gere	NGM614842	55	100	137	129	150	571
Anderson	BHE110288	12	32	32	34	9	119
Bennett Martin	NGM670926	18	86	91	86	98	379
Public Works Municiple Center #130-43696							
Service Center	BHE158021	184	276	413	445	479	1797
Office	668042	42	94	98	85	104	423
Engineering #130-43666							
Engineer	ILA037768	22	23	20	23	16	104
County Shop	595047	23	53	50	61	30	217
Public Building Commission #130-43697							
Comm. Mental Health	NGM614210	62	93	104	100	85	444
Juvenile Detention	NGM745812	244	284	303	296	253	1380
Old City Hall	NGM658196	44	99	87	101	59	390
Trabert Hall	761585	77	218	222	230	145	892
Hall of Justice	NGM668762	0	0	0	0	0	0
Startran #130-43691							
STARTRAN	NGM614214	7	26	31	29	11	104
STARTRAN	NGM19259	52	122	117	130	61	482
STARTRAN	NGM725252	1	26	34	33	13	107
Wastewater #130-43692							
City of Lincoln - Wastewater	BHE129015	149	303	749	898	836	2935
Wastewater 70th #170-46820							
City of Lincoln - Wastewater 70th	BHE112897	124	248	281	244	127	1024

Contracted Trigger price: Fixed at \$4.17 per MMBtu, plus plus Transporter's full rate approved firm transportation rates and balancing, including Black Hills Energy-NNG fuel loss plus any applicable sales taxes and local franchise fees for volumes delivered to meter

Lincoln Water System #170-46363

Lincoln Water System	NGM798862	155	472	0	0	0	627
----------------------	-----------	-----	-----	---	---	---	-----

Contracted Trigger price: Fixed at \$4.26 per MMBtu, plus plus Transporter's full rate approved firm transportation rates and balancing, including Black Hills Energy-NNG fuel loss plus any applicable sales taxes and local franchise fees for volumes delivered to meter

Lincoln Water System #170-46363

Lincoln Water System	NGM798862	0	0	688	1376	1640	3704
----------------------	-----------	---	---	-----	------	------	------

Above quantities are fixed and all volume variances will be priced per Natural Gas Sales Agreement, unless stated below. In the event that the hedged volumes exceed the First of the Month contracted volumes, the hedged volumes will become the new First of the Month contractual volumes. Above Pricing is for commodity only, exclusive of transport and fuel, unless otherwise stated in Base Contract or below.

Seller

Seminole Retail Energy Services, LLC

By: Don Krautemacher

Title: Director

Date:

OCT 30 2013

Buyer

City of Lincoln, Nebraska

By:

Title:

Date:

CONTRACT DOCUMENTS

**CITY OF LINCOLN, NEBRASKA,
LANCASTER COUNTY,
LINCOLN-LANCASTER COUNTY
PUBLIC BUILDING COMMISSION**

**Annual Supply of Natural Gas
Bid No. 13-239**

**Seminole Energy Services LLC
P.O. Box 402
Holdrege, NE 68949-0402
402-432-2896**

**CITY OF LINCOLN,
LANCASTER COUNTY, NEBRASKA and
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____, 2013 by and between Seminole Energy Services, LLC, P.O. Box 402, Holdrege, NE 68949-0402, hereinafter called the Contractor, and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

WHEREAS, the Owners have caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

**Natural Gas Provider - City of Lincoln, Lancaster County and Public Building Commission,
Bid No. 13-239**

and

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owners, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and

WHEREAS, the Owners, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, permits and licenses required for natural gas supply (b) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (c) complete all Work included in and covered by the Owner's award of this Contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal, or part thereof, as follows:

Agreement to Proposal Response and Inclusion of Exhibit A, B and C.

2. The Owners agree to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the Owner:
The Owners will pay for Natural Gas, based on the following pricing options at the outset of the contract term;
Index Pricing: Firm Delivery (12 and 24 months)
First of month (FOM) Index Price:
See Attached Exhibit B for Pinnacle Bank Arena and Ashland Water Treatment Plant;
Prices are plus Transporter's full rate approved firm transportation rates, plus all Black Hills Energy balancing fees plus NNG fuel loss plus any applicable sales taxes and local franchise fees for volumes delivered to meter.
Due to the volatility of this market and fluctuating MDQ's the contract prices shall be reviewed on an annual basis prior to the annual anniversary date and adjusted accordingly if necessary upon mutual agreement by both parties.

Seminole Energy Services assumes all responsibility for the necessary nomination, balancing, and scheduling that is required on the interstate pipeline and distribution system serving City of Lincoln delivery meter locations. Any penalties or overrun costs incurred by relative to deliveries to these meters will be the responsibility of Seminole Energy Services. Seminole Energy Services will coordinate with each department on a regular basis in order to verify quantities and eliminate any imbalances on the part of the Contractor or the Owners.

Swing Pricing: See Attached Exhibit C; Prices are plus Transporter's full rate approved firm transportation rates, plus all Black Hills Energy balancing fees plus NNG fuel loss plus any applicable sales taxes and local franchise fees for volumes delivered to meter.

**The annual estimated expense for the City is \$395,000.00 per year.
The annual estimated expense for the County and Public Building Commission is \$130,000.00**

3. Equal Employment Opportunity: In connection with the carrying out of this project, the Contractor shall not discriminate against any employee, applicant for employment, or any other person because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. E-Verify: In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Assignment: This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the Owners.
6. Termination: This Contract may be terminated by the following:
 - a) Termination for Convenience. Either party may terminate this Contract upon ninety (90) days written notice to the other party for any reason without penalty with the exception of departments who have an amended contract for the supply of gas on a fixed rate.
 - 1) In the event of Termination for Convenience for a fixed price amendment, Contractor will liquidate any and all fixed price quantities for that department and either credit or invoice or credit Owners for such resulting amounts. Such liquidated amounts shall not be considered a penalty.
 - 2) The Owners reserve the right to remove accounts from this contract at any time with a thirty (30) day written notice to the Contractor.

- b) Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
- 1) Refuses or fails to supply the proper labor, materials and equipment necessary for the supply of natural gas.
 - 2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
7. Independent Contractor: It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
8. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County and Lincoln-Lancaster County Building Commission.
9. Contract Term. This Contract shall be effective from November 1, 2013 - October 31, 2017. The term of the Contract shall be a four (4) years with the option to renew for one (1) additional two (2) year term upon mutual written agreement of all parties.
10. Estimated Volume. The total estimated volume for this contract term is 80,000 MMBtu. The parties may mutually agree to a prospective change in the above described volume and a corresponding change in the terms of this transaction including price; any such change shall be evidenced by a fully executed Amendment at least five (5) business days prior to the NYMEX last day settlement for the prospective month(s) in question.
11. Transporting Pipeline. The transporting pipeline for this contract is Black Hills Energy / Northern Natural Gas. The Contractor shall arrange for transportation to the delivery point and Owners shall arrange for subsequent transportation from the delivery point.
12. Quality, Measurement & Heating Value. All natural gas delivered pursuant to this Contract shall be of pipeline quality. Measurement of the volume and the heating value of the natural gas purchased hereunder shall be made at the delivery point in accordance with the delivering pipeline's procedure.

13. Billing and Payment. The billing period shall be the same period as the billing period of the transportation pipeline. Contractor shall bill Owners on the earliest practicable date each month showing the quantity of gas billable for the previous month's bill period and the sum due to Contractor from Owners. Owners shall pay to Contractor the sum shown by each billing, including sales, use, franchise and excise taxes and all other governmental impositions relative to the sale or consumption of natural gas, within thirty (30) days from the billing date. Contractor shall bill each BHE meter according to use and send billing statements to the requested locations according to the Owners request. A complete mailing list with meter locations will be provided to the Contractor by the Owners and/or BHE. If Owners fail to make payment on or before the due date, Contractor at its sole discretion, may terminate this contract and/or suspend deliveries hereunder upon ten (10) days prior notice to Owners. Notification of termination or suspension of delivery shall also be sent to the attention of the City/County Purchasing office.
14. Force Majeure. If either party shall be, wholly or in part, unable to perform any or part of its duties or functions under this Contract because of force majeure, then upon notice by telephone, facsimile or in writing within a reasonable time and in reasonably full detail such duties or functions shall be suspended during such inability but for no longer than reasonably necessary. Neither party shall be liable to the other for any damages caused or occasioned by force majeure. Force Majeure means acts of God, strikes, lockouts, or other industrial disturbances including those involving or affecting parties producing or transporting gas for Contractor. An event of force majeure shall not excuse either party from liquidated damages related to the settlement of any Basis or Fixed Price related quantities.
15. Laws and Regulations. This Contract, each of its provisions, and all supplements, amendments or addenda to it are subject to all valid, applicable federal, state, and local laws and to the orders, rules and regulations of any duly constituted regulatory body or authority, local, state or federal, having jurisdiction. The laws of the State of Nebraska shall govern the interpretation and performance of the Contract. Venue for any action tried hereunder shall be in Lancaster County, Nebraska, whether in federal or state court.
16. Disclaimer. The Parties hereby agree and understand that any reference to NYMEX or OTC price indicators, or any utilization of these exchanges by Contractor is specifically in connection with Contractor's cash market operations, and shall not in any way subject Contractor to the Commodity Exchange Act ("CEA"). Neither Contractor nor any of its employees or affiliates is acting as a Broker, Dealer, or Commodity Trading Advisor, and no such person is registered as a Commodity Trading Advisor. Contractor is specifically not offering to Owner or advising Owners concerning the use of any registered futures contract or standardized instrument for future delivery on any exchange. Contractor also may provide industry information from various sources that includes evaluation and commentary on market prices, industry fundamentals, and other conditions affecting the energy markets. Contractor provides any such material for information purposes only and not to recommend any transaction, course of dealing or strategy with respect to such markets. Contractor in no way warrants or represents the validity or accuracy of any such information. Through providing this information, Seminole in no way acts as a Commodity Trading Advisor, Broker, or Dealer. Owners acknowledge that all decisions related to energy transactions are authorized and executed based upon the Owner's full knowledge and independent action and confirms that Owner is an "eligible contract participant" as defined by the CEA.
17. Title & Possession. Owners shall take title, possession and control of the gas no later than at the Point of Delivery. Contractor shall have responsibility for any gas up to the Point of Delivery, and Owners shall have responsibility for any gas at and from the Point of Delivery. Contractor warrants title to gas is free and clear of all liens and encumbrances.

18. Limitations.

The liability of a party for breaching any provisions of this Agreement for which an express remedy is provided, such express remedy shall be the sole and exclusive remedy. In the event of a breach of any provisions of this Agreement for which no express remedy is provided, Owners and Contractor agree that any liability to each other shall be limited to direct actual damages only. In no event shall either party be liable for consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruptions damages, in tort, contract, under any indemnity provision or otherwise.

19. The Contract Documents comprise the Contract, and consist of the following:

1. Contract Agreement
2. Accepted Proposal
3. Exhibit A
4. Exhibit B
5. Exhibit C
6. Addendums 1, 2 and 3
7. Specifications
8. Instructions to Proposers
9. Insurance Requirements
10. Sales Tax Exemption Form 13 (Excludes Water Dept. Accounts)
11. Notice to Bidders

This Contract Agreement, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the contract as if hereto attached or herein repeated. In the event of conflict, silence or ambiguity in the Contract, the Contract Documents shall be referred to in the prioritized order listed above.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Meier
City Clerk



CITY OF LINCOLN, NEBRASKA

[Signature]
Mayor

Approved by Resolution No. A-87597

dated 10-10-13

LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

Attest:

Rod Couper
Public Building Commission Attorney

Larry Hudkins
Chairperson, Public Building Commission

Dated 10/15/13

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

[Signature]
County Law

The Board of County Commissioners of Lancaster,
Nebraska.

[Signature]
[Signature]
[Signature]
Hudkins Absent
Raybould Absent

Dated 9/24/13

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

Name of Corporation

(Address)

By: _____
Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Seminole Retail Energy Services LLC

Name of Organization

Limited Liability Company

Type of Organization

303 E. 17th Ave, Ste 850, Denver, Co 80202

(Address)

By: **Don Krattenmaker, Director**
~~Member~~

By: _____
~~Member~~



SEP 16 2013

IF AN INDIVIDUAL:

Name

Address

Signature