

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

20-600 **4-3**

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative
Telephone Number

William L. Gilbert

909-580-6150

Contractor
Contractor Representative
Telephone Number
Contract Term

Pacific Summit Energy, LLC

Todd Robinson

(949) 221-8000

June 3, 2015 through January 31,
2022

Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center

\$3,446,248

\$492,480

\$3,938,728

8450

Briefly describe the general nature of the contract:

Amendment No. 3 to Contract No. 20-600 with Pacific Summit Energy LLC for the Sale and Purchase of Natural Gas, extending the term for six months from August 1, 2021 to January 31, 2022, for a total contract period of June 3, 2015 through January 31, 2022, and increasing the contract amount by \$492,480, from \$3,446,248 to \$3,938,728.

FOR COUNTY USE ONLY

Approved as to Legal Form

Charles Phan, Deputy County Counsel

Date 7/16/2021

Reviewed for Contract Compliance

Date

Reviewed/Approved by Department

William L. Gilbert, Director

Date

7/16/21



TRANSACTION CONFIRMATION FOR IMMEDIATE DELIVERY - PhysicalFixed

Seller:

PACIFIC SUMMIT ENERGY LLC
2010 Main Street, Suite 1200
Irvine, CA 92614
Phone: 949-777-3232
Fax: 281-681-7896
Email: gasconfirmations@pacificsummitenergy.com
Attention: Gas Confirmations

Buyer:

San Bernardino County on behalf of Arrowhead Regional
Medical Center
400 N. Pepper Ave.
Colton, CA 92324
Phone: 909-580-0036
Fax:
Email: eric.arnott@amc.sbcounty.gov
Attention: Eric Arnott

The purpose of this letter is to confirm the terms and conditions of the Transaction entered into between us on the Trade Date specified below (the "Transaction"). This letter supplements, forms part of, is subject to and constitutes a "Confirmation" under the NAESB Master Agreement dated as of 06/03/2015, as amended and supplemented from time to time (the "Agreement"). All provisions contained in the Agreement govern this Confirmation except as expressly modified below. The terms of the particular Transaction to which this Confirmation relates are as follows:

Notional Quantity per Calculation Period:

Start Date	End date	Qty
08/01/2021	08/31/2021	11750
09/01/2021	09/30/2021	11000
10/01/2021	10/31/2021	11750
11/01/2021	11/30/2021	13800
12/01/2021	12/31/2021	15250
01/01/2022	01/31/2022	15250

Calculation Period(s):

Monthly

Commodity:

Natural Gas

Commodity Unit:

MMBtu

Trade Date:

07/02/2021

Effective Date:

08/01/2021

Termination Date:

01/31/2022

Payment Date(s):**Location:**

SoCal CG Area

Point:

SoCal Usage

Fixed Price:

6.84 USD/MMBtu

a. For usage of designated quantity rate above, the price shall be \$ 6.84USD per MMBtu.

b. The price stated in this Exhibit "A" excludes Backbone Transportation Service (BTS) charges imposed by SoCal Gas. In addition to the price stated in this Exhibit "A", Buyer shall reimburse PSE for all applicable BTS fees, including BTS In-kind Energy Charges (fuel), imposed by SoCal Gas, that may change from time to time. Refer to the rate schedule in SoCal Tariffs section G-BTS.

c. Buyer's incremental volumes used which are in excess of the Designated Quantity above shall be priced at a mutually agreed upon price between the Buyer and Seller. In the absence of a mutually agreed upon price for such incremental gas deliveries on the day of the delivery of such incremental volumes, the price shall be the Gas Daily "Daily Price Survey" "Common High".

d. Buyer's per day surplus volumes resulting from the usage that is less than the Designated Quantity above shall be priced and disposed of at a price that is mutually agreed upon between Buyer and Seller. In the absence of a mutually agreed upon price for disposing of surplus volumes on the day of the disposal of the surplus volumes, the price shall be Gas Daily "Daily Price Survey" "Common Low".

e. Buyer's cashed out will be calculated based off the average of the last 5 days of the month without pipeline OFO's.

Fixed Price Provisions:

Notwithstanding anything to the contrary in this Contract (including, without limitation, anything in Section 11 of this Contract), in the event (i) a transaction has a Firm performance obligation, and (ii) Seller is unable to sell and deliver the Contract Quantity for such transaction as a result of an event of Force Majeure or Buyer is unable to purchase and receive the Contract Quantity for such transaction as a result of an event of Force Majeure, and (iii) the Delivery Period for such transaction is at least one calendar month, and (iv) the Contract Price is a Fixed Price (as defined below), then (a) if the FOM Price (as defined below) is above the Fixed Price, Seller shall pay Buyer for each MMBtu of gas not delivered and/or received the difference between the FOM Price and the Fixed Price, or (b) if the FOM Price is below the Fixed Price, Buyer shall pay Seller for each MMBtu of gas not delivered and/or received the difference between the Fixed Price and the FOM Price. "Fixed Price" means, a Contract Price for a transaction that is expressed as a flat dollar amount (Fixed Price includes prices that were converted from index-based price to a flat dollar amount upon the mutual agreement of the parties or as a result of a party exercising a price option that resulted in a maximum price or minimum price). "FOM Price" means the price per MMBtu, stated in the same currency as the transaction subject to such Force Majeure event, for the first of the month delivery, as published in the first issue of a publication commonly-accepted by the natural gas industry (selected by the Seller in a reasonable manner) for the calendar month of such Force Majeure event for the geographic location closest in proximity to the Delivery Point(s) for the relevant Day adjusted for the basis differential between the Delivery Point(s) and such published geographic location determined by the Seller in a commercially reasonable manner.

Each party will be deemed to represent to the other party each time a transaction is entered into that: (a) it is acting for its own account, and it has made its own independent decision to enter that transaction and as to whether that transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisors as it is deemed necessary; (b) it is not relying on any communication (written or oral) of the other party as investment advice or recommendation to enter into that transaction; it being understood that information and explanations related to the terms and conditions of a transaction shall not be considered investment advice or a recommendation to enter into that transaction; (c) no communication (written or oral) received from either party shall be deemed to be an assurance or guarantee as to the expected results of that transaction; (d) it is capable of assessing the

merits and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of that transaction; (e) it is capable of assuming, and assumes the risk of that transaction; and (f) the other party is not acting as a fiduciary for, or an advisor to, it in respect of that transaction.

This Transaction Confirmation may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Transaction Confirmation. The parties shall be entitled to sign and transmit an electronic signature of this Transaction Confirmation (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Transaction Confirmation upon request.

If this Confirmation correctly sets forth the terms of the Transaction that we have entered into, please promptly confirm in a reply to us by signing below and sending this Confirmation (or a copy hereof) to us (or notifying us of any bona fide error that would require revision in order to accurately reflect our agreement on the Transaction) **by email to gasconfirmations@pacificsummitenergy.com within two (2) Business Days after your receipt** of this Confirmation. If you fail to so reply within such time period, the terms hereof will constitute binding and conclusive evidence of the Transaction. We look forward to receiving your prompt reply.

PACIFIC SUMMIT ENERGY LLC

By: 

Name: Chang Lee
Title: SVP - Middle and Back Office
Date: 07/02/2021

Deal No: 4289232

San Bernardino County on behalf of Arrowhead Regional Medical Center

By: 

Name: **Curt Hagman**
Title: **Chairman, Board of Supervisors**
Date: **JUL 27 2021**

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD
LYNNA MONELL
Clerk of the Board of Supervisors
of the County of San Bernardino

By: 

