## Base Contract for Sale and Purchase of Natural Gas

This Base Contract is entered into as of the following date: July 1, 2015. The parties to this Base Contract are the following: TIGER, INC. Seller: Buyer: City of Broken Arrow Address: P.O. Box 702437 Tulsa, OK 74170 Address: P.O. Box 610, Broken Arrow, OK 74012 Duns Number: 78-272-4819 Duns Number: NA U.S. Federal Tax ID Number: 73-1612450 U.S. Federal Tax ID Number: 73-6005109 Notices: Notices: TIGER, INC. Company Name: City of Broken Arrow 1422 East 71st St. Suite J, Tulsa, OK 74136 Attn: Patrick Harrison Attn: Michael Henderson Address: 1700 West Detroit, Broken Arrow, OK 74012 Email: MHenderson@TigerNaturalGas.com Email: PHarrison@BrokenArrowOK.Gov Phone: (918) 551-1203 Fax: 918 491-6659 Phone: (918) 259-8361 \_\_\_ Fax: Confirmations: Confirmations: TIGER, INC. Company Name: City of Broken Arrow 1422 East 71st St. Suite J, Tulsa, OK 74136 Attn: Patrick Harrison Attn: Michael Henderson Address: 1700 West Detroit, Broken Arrow, OK 74012 Email: MHenderson@TigerNaturalGas.com Email: PHarrison@BrokenArrowOK.Gov Phone: (918) 551-1203 Fax: 918 491-6659 Phone: (918) 259-8361 Fax: Invoices and Payments: Invoices and Payments: TIGER, INC. Name on Invoice: City of Broken Arrow Attn: DEPARTMENT 2192 Attn: Lee Zirk TULSA, OK 74182 Address: 485 N. Poplar, Broken Arrow, OK 74012 Phone: 918 491-6998 Fax: 918 491-6659 Email: NRill@BrokenArrowOK.Gov Phone: (918) 259-7000 ext 5323 Fax: Wire Transfer or ACH Numbers (if applicable): BANK: BANK OF OKLAHOMA BANK: NA ABA: 103900036 ABA: NA ACCT: 208357351 ACCT: NA Other Details: For Credit to the Account of Tiger, Inc. Other Details: NA This Base Contract incorporates by reference for all purposes the General Terms and Conditions for Sale and Purchase of Natural Gas published by the North American Energy Standards Board. The parties hereby agree to the following provisions offered in said General Terms and Conditions. In the event the parties fail to check a box, the specified default provision shall apply. Select only one box from each section: Section 1.2 Written (default) Section 7.2 25th Day of Month following Month of delivery (default) Transaction ☐ Oral Payment Date \_\_ Day of Month following Month of delivery Procedure Section 2.5 2 Business Days after receipt (default) Section 7.2 ☑ Check (default) Confirm Deadline ☐ \_\_\_\_ Business Days after receipt Method of Wire transfer Payment Automated Clearinghouse Credit (ACH) Section 2.6 ✓ Seller (default) Section 7.7 Netting applies (default) Confirming Party ☐ Buyer Netting ☐ Netting does not apply Section 3.2 ☑ Cover Standard (default) Section 10.3.1 Early Termination Damages Apply (default) Performance ☐ Spot Price Standard Early Termination ☐ Early Termination Damages Do Not Apply Obligation **Damages** Section 10.3.2 Other Agreement Setoffs Apply (default) Note: The following Spot Price Publication applies to both of the Other Agreement Other Agreement Setoffs Do Not Apply immediately preceding. Setoffs Section 2.26 ☑ Gas Daily absolute high/low (default) Section 14.5 State: Oklahoma County: Tulsa (default) Spot Price Choice Of Law Other: \_ Publication Section 6 Buyer Pays At and After Delivery Point (default) Section 14.10 Confidentiality applies (default) Taxes ☐ Seller Pays Before and At Delivery Point Confidentiality ☐ Confidentiality does not apply Special Provisions: Number of sheets attached: Addendum(s): IN WITNESS WHEREOF, the parties hereto have executed this Base Contract in duplicate. TIGER, INC. City of Broken Arrow (Supplier Namé) (Buyer Name) By: Name: Johnathan Burris Name: \_\_ Title: Vice President, Marketing Title: Date: June 10, 2015

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NAESB Standard 6.3.1

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## TRANSACTION CONFIRMATION FOR IMMEDIATE DELIVERY

(LDC: ONG)



Transaction Confirmation (TC) # 1

This Transaction Confirmation (TC) is subject to the base NAESB agreement on file between Seller and Buyer. The terms and conditions of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the base contract agreement.

Inc.

Seller: TIGER, INC. P.O. Box 702437 Tulsa, OK 74170

Attn: Contract Department-MH

Email: MHenderson@TigerNaturalGas.com Phone: (918) 551-1203 Fax: (918) 491-6659 Buyer: City of Broken Arrow

P.O. Box 610

Broken Arrow, OK 74012 Attn: Patrick Harrison

Email: PHarrison@BrokenArrowOK.Gov Phone: (918) 259-8361 Fax: (

Contract Price: First of the month pricing is Index posting for OGT plus \$0.035 per MMBtu. (see "Special Conditions" below)

Delivery Period: Start: July 1, 2015 End: June 30, 2016

Performance Obligation and Contract Quantity: See "Special Conditions" below

Firm (Fixed Quantity):

Firm (Variable Quantity):

NA MMBtus/day Minimum

interruptible:

Up to NA MMBtus/day

Local Distribution Company (LDC): ONG Delivery Point(s): ONG Citygate

Account #s serviced: 2101570461148390, 2101058441100930, 2101196961100080, 2101570462528380, 2111040191790090, 2111043101790370

NA MMBtus/day

## Special Conditions:

Volume: Monthly nominations are based on the previous year of historical usage unless otherwise noted from Buyer to Seller in writing on or before the 20th day of the prior supply month. (Volumes are listed below in Dth's)

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1,966	2,201	1,634	1,103	441	295	217	240	223	242	425	1,090

Shortage/Surplus: All volumes over/under monthly nominated volumes will be bought/sold & priced at current market rate for that month.

Option to Fix: Buyer retains the option to convert any volumes to a fixed price at any time during the term of this TC. A written Transaction Confirmation shall be executed by both parties to confirm the parties agreed upon terms.

Notice obligations: Buyer agrees to notify Seller of any circumstances that may affect the consumption of natural gas by Buyer or the delivery of natural gas. If Buyer fails to provide adequate information or time to take action to Seller, the Buyer would be responsible to cover any reasonably conservative estimates of the increased or decreased consumption.

Cancelation: Either party may cancel this "TC" with at least a 45 day written notice prior to last supply month of current "Delivery Period".

Renewal: At the expiration of the "Delivery Period", the terms and conditions contained in this "TC" agreement will auto-renew on a month-to-month basis. Monthly volumes will be based on prior year of historical usage and priced at current market rate for that month unless a written notice from Buyer to Seller or Seller to Buyer is received at least 45 days prior to renewal date.

Seller: TIGER, INC.	Buyer: City of Broken Arrow				
By	By:				
Name: Johnathan Burris	Name:				
Title: Vice resident, Marketing	Title:				
Date: <u>June 10, 2015</u>	Date:				