

TRANSACTION CONFIRMATION  
FOR IMMEDIATE DELIVERY

EXHIBIT A

CENTERPOINT ENERGY SERVICES, INC.

Date: May 16, 2014

Transaction Confirmation #: 3NSB67-301-2

Revised and Restated

This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated February 9, 2012. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.

**SELLER:**

CenterPoint Energy Services, Inc.  
470 N. Kirkwood Rd., Suite 200  
St. Louis, MO 63122  
Attn: Ben Neises  
Phone: (502)-751-7999  
Fax:  
Base Contract No. 3NSB67  
Transporter: \_\_\_\_\_  
Transporter Contract Number: \_\_\_\_\_

**BUYER:**

Lexington-Fayette Urban County Government  
200 E. Main Street  
Lexington, KY 40507  
Attn: Frank Griffith  
Phone: (859)-425-2781  
Fax:  
Base Contract No. 3NSB67  
Transporter: \_\_\_\_\_  
Transporter Contract Number: \_\_\_\_\_

**Contract Price and Volume Commitment (exclusive of applicable taxes):**

The following volumes shall be priced at the NYMEX Settlement plus Price below:

<u>Month</u>	<u>Volume MMBtu</u>	<u>Price/MMBtu</u>
Aug-2014	2,000	\$0.03
Sep-2014	2,300	\$0.03
Oct-2014	2,700	\$0.03
Nov-2014	3,800	\$0.03
Dec-2014	5,800	\$0.03
Jan-2015	6,500	\$0.03
Feb-2015	5,500	\$0.03
Mar-2015	3,400	\$0.03
Apr-2015	3,100	\$0.03
May-2015	2,200	\$0.03
Jun-2015	2,000	\$0.03
Jul-2015	2,000	\$0.03

NYMEX Settlement is defined as the front month natural gas settlement price for the last trading day of the Applicable future month, as published by the New York Mercantile Exchange.

- (1) This Transaction Confirmation shall be in effect for the Initial Period set forth above, and will automatically renew month to month at the effective market price unless either party terminates this Transaction Confirmation by providing the other party with written notice at least thirty (30) days prior to the end of the Initial Period or any Renewal Period, as applicable, or otherwise terminated in accordance with Section 3 of the Agreement.
- (2) Seller agrees to monitor and review all information provided to Seller by Buyer and the utility regarding Buyer's usage of gas. Based on such information, Seller will nominate and make adjustments necessary to deliver the appropriate daily quantities required by Buyer. Buyer shall communicate to Seller any changes in production schedules that would affect the gas consumption. Seller shall be solely responsible for any daily balancing charges assessed to Seller's pool, with the exception of times when the utility or pipeline issue an Operational Flow Order or other restrictions. Daily balancing charges during periods when the Utility or Pipeline issue an Operational Flow Order ("OFO") or other restrictions shall be governed by this Transaction Confirmation.

- (3) If either Party receives an OFO or any other usage or operating instructions or similar notice from the utility requiring action to be taken in connection with the flow and/or consumption of natural gas pursuant to this Transaction Confirmation, such Party will use commercially reasonable efforts to notify the other Party by phone and/or email of such event in a timely manner. Each Party will take all actions required by the OFO within the time prescribed. OFO penalties, if any, that result because of actions or inactions of one party, shall be paid by the non-performing Party. Both Parties agree that OFO's may require one or both Parties to buy or sell natural gas quantities in the then current market conditions, which may be appreciably higher or lower than the original pricing.
- (4) Buyer agrees that any applicable charges assessed by the utility including that defined in the tariff for pooling will be passed through to Buyer.
- (5) On any day that Seller increases Buyer's daily nomination above the Base Load volume, Seller will charge Buyer using the effective market price of gas. On any day that Seller decreases Buyer's daily nomination below the Base Load volume, Seller will credit Buyer using the effective market price of gas.
- (6) Buyer may elect to convert from the Index price to a mutually agreeable fixed price and volume ("the Fixed Price Quantity") subject to the execution of Seller's special provisions language, if applicable, covering fixed price transactions. The Fixed Price Quantity converted by Buyer will be considered Firm and sold to Buyer irrespective of the actual amount of gas consumed.
- (7) Final monthly imbalance quantities in excess of the customer's bank, which are defined as the difference between the total monthly and daily nominated quantities and the actual monthly and daily usage, will be invoiced to Buyer using the applicable Utility Cashout and Balancing price.

**Delivery Period:** Begin: August 1, 2014

End: July 31, 2016

**Performance Obligation and Contract Quantity:** (Select One)

**Firm (Fixed Quantity):**

Up to Buyer's  
Contract Demand on  
Columbia Gas of Kentucky

**Firm (Variable Quantity):**

\_\_\_\_\_ MMBtus/day Minimum  
\_\_\_\_\_ MMBtus/day Maximum  
subject to Section 4.2. at election of  
 Buyer or  Seller

**Interruptible:**

\_\_\_\_\_

**Delivery Point(s):** Columbia Gas of Kentucky

**Seller:** CENTERPOINT ENERGY SERVICES, INC.

By: Blake Baston

Title: Regional Sales Director

Date: 5/16/14

**Buyer:** Lexington-Fayette Urban County Government

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_