

(Local Currency—Single Jurisdiction)

# ISDA<sup>®</sup>

International Swap Dealers Association, Inc.

## MASTER AGREEMENT

dated as of November 1, 2007

30304

Shell Energy North America (US), L.P. and City of Long Beach

have entered and/or anticipate entering into one or more transactions (each a "Transaction") that are or will be governed by this Master Agreement, which includes the schedule (the "Schedule"), and the documents and other confirming evidence (each a "Confirmation") exchanged between the parties confirming those Transactions.

Accordingly, the parties agree as follows: —

### 1. Interpretation

- (a) **Definitions.** The terms defined in Section 12 and in the Schedule will have the meanings therein specified for the purpose of this Master Agreement.
- (b) **Inconsistency.** In the event of any inconsistency between the provisions of the Schedule and the other provisions of this Master Agreement, the Schedule will prevail. In the event of any inconsistency between the provisions of any Confirmation and this Master Agreement (including the Schedule), such Confirmation will prevail for the purpose of the relevant Transaction.
- (c) **Single Agreement.** All Transactions are entered into in reliance on the fact that this Master Agreement and all Confirmations form a single agreement between the parties (collectively referred to as this "Agreement"), and the parties would not otherwise enter into any Transactions.

### 2. Obligations

#### (a) General Conditions.

- (i) Each party will make each payment or delivery specified in each Confirmation to be made by it, subject to the other provisions of this Agreement.
- (ii) Payments under this Agreement will be made on the due date for value on that date in the place of the account specified in the relevant Confirmation or otherwise pursuant to this Agreement, in freely transferable funds and in the manner customary for payments in the required currency. Where settlement is by delivery (that is, other than by payment), such delivery will be made for receipt on the due date in the manner customary for the relevant obligation unless otherwise specified in the relevant Confirmation or elsewhere in this Agreement.
- (iii) Each obligation of each party under Section 2(a)(i) is subject to (1) the condition precedent that no Event of Default or Potential Event of Default with respect to the other party has occurred and is continuing, (2) the condition precedent that no Early Termination Date in respect of the relevant Transaction has occurred or been effectively designated and (3) each other applicable condition precedent specified in this Agreement.

(b) **Change of Account.** Either party may change its account for receiving a payment or delivery by giving notice to the other party at least five Local Business Days prior to the scheduled date for the payment or delivery to which such change applies unless such other party gives timely notice of a reasonable objection to such change.

(c) **Netting.** If on any date amounts would otherwise be payable: —

(i) in the same currency; and

(ii) in respect of the same Transaction,

by each party to the other, then, on such date, each party's obligation to make payment of any such amount will be automatically satisfied and discharged and, if the aggregate amount that would otherwise have been payable by one party exceeds the aggregate amount that would otherwise have been payable by the other party, replaced by an obligation upon the party by whom the larger aggregate amount would have been payable to pay to the other party the excess of the larger aggregate amount over the smaller aggregate amount.

The parties may elect in respect of two or more Transactions that a net amount will be determined in respect of all amounts payable on the same date in the same currency in respect of such Transactions, regardless of whether such amounts are payable in respect of the same Transaction. The election may be made in the Schedule or a Confirmation by specifying that subparagraph (ii) above will not apply to the Transactions identified as being subject to the election, together with the starting date (in which case subparagraph (ii) above will not, or will cease to, apply to such Transactions from such date). This election may be made separately for different groups of Transactions and will apply separately to each pairing of branches or offices through which the parties make and receive payments or deliveries.

(d) **Default Interest; Other Amounts.** Prior to the occurrence or effective designation of an Early Termination Date in respect of the relevant Transaction, a party that defaults in the performance of any payment obligation will, to the extent permitted by law and subject to Section 6(c), be required to pay interest (before as well as after judgment) on the overdue amount to the other party on demand in the same currency as such overdue amount, for the period from (and including) the original due date for payment to (but excluding) the date of actual payment, at the Default Rate. Such interest will be calculated on the basis of daily compounding and the actual number of days elapsed. If, prior to the occurrence or effective designation of an Early Termination Date in respect of the relevant Transaction, a party defaults in the performance of any obligation required to be settled by delivery, it will compensate the other party on demand if and to the extent provided for in the relevant Confirmation or elsewhere in this Agreement.

### 3. Representations

Each party represents to the other party (which representations will be deemed to be repeated by each party on each date on which a Transaction is entered into) that:—

(a) **Basic Representations**

(i) **Status.** It is duly organised and validly existing under the laws of the jurisdiction of its organisation or incorporation and, if relevant under such laws, in good standing;

(ii) **Powers.** It has the power to execute this Agreement and any other documentation relating to this Agreement to which it is a party, to deliver this Agreement and any other documentation relating to this Agreement that it is required by this Agreement to deliver and to perform its obligations under this Agreement and any obligations it has under any Credit Support Document to which it is a party and has taken all necessary action to authorise such execution, delivery and performance;

(iii) **No Violation or Conflict.** Such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;

(iv) **Consents.** All governmental and other consents that are required to have been obtained by it with respect to this Agreement or any Credit Support Document to which it is a party have been obtained and are in full force and effect and all conditions of any such consents have been complied with; and

(v) **Obligations Binding.** Its obligations under this Agreement and any Credit Support Document to which it is a party constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)).

(b) **Absence of Certain Events.** No Event of Default or Potential Event of Default or, to its knowledge, Termination Event with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement or any Credit Support Document to which it is a party.

(c) **Absence of Litigation.** There is not pending or, to its knowledge, threatened against it or any of its Affiliates any action, suit or proceeding at law or in equity or before any court, tribunal, governmental body, agency or official or any arbitrator that is likely to affect the legality, validity or enforceability against it of this Agreement or any Credit Support Document to which it is a party or its ability to perform its obligations under this Agreement or such Credit Support Document.

(d) **Accuracy of Specified information.** All applicable information that is furnished in writing by or on behalf of it to the other party and is identified for the purpose of this Section 3(d) in the Schedule is, as of the date of the information, true, accurate and complete in every material respect.

#### 4. Agreements

Each party agrees with the other that, so long as either party has or may have any obligation under this Agreement or under any Credit Support Document to which it is a party:—

(a) **Furnish Specified Information.** It will deliver to the other party any forms, documents or certificates specified in the Schedule or any Confirmation by the date specified in the Schedule or such Confirmation or, if none is specified, as soon as reasonably practicable.

(b) **Maintain Authorisations.** It will use all reasonable efforts to maintain in full force and effect all consents of any governmental or other authority that are required to be obtained by it with respect to this Agreement or any Credit Support Document to which it is a party and will use all reasonable efforts to obtain any that may become necessary in the future.

(c) **Comply with Laws.** It will comply in all material respects with all applicable laws and orders to which it may be subject if failure so to comply would materially impair its ability to perform its obligations under this Agreement or any Credit Support Document to which it is a party.

#### 5. Events of Default and Termination Events

(a) **Events of Default.** The occurrence at any time with respect to a party or, if applicable, any Credit Support Provider of such party or any Specified Entity of such party of any of the following events constitutes an event of default (an "Event of Default") with respect to such party:—

(i) **Failure to Pay or Deliver.** Failure by the party to make, when due, any payment under this Agreement or delivery under Section 2(a)(i) or 2(d) required to be made by it if such failure is not remedied on or before the third Local Business Day after notice of such failure is given to the party;

(ii) **Breach of Agreement.** Failure by the party to comply with or perform any agreement or obligation (other than an obligation to make any payment under this Agreement or delivery under Section 2(a)(i) or 2(d) or to give notice of a Termination Event) to be complied with or performed

by the party in accordance with this Agreement if such failure is not remedied on or before the thirtieth day after notice of such failure is given to the party;

(iii) ***Credit Support Default.***

(1) Failure by the party or any Credit Support Provider of such party to comply with or perform any agreement or obligation to be complied with or performed by it in accordance with any Credit Support Document if such failure is continuing after any applicable grace period has elapsed;

(2) the expiration or termination of such Credit Support Document or the failing or ceasing of such Credit Support Document to be in full force and effect for the purpose of this Agreement (in either case other than in accordance with its terms) prior to the satisfaction of all obligations of such party under each Transaction to which such Credit Support Document relates without the written consent of the other party; or

(3) the party or such Credit Support Provider disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, such Credit Support Document;

(iv) ***Misrepresentation.*** A representation made or repeated or deemed to have been made or repeated by the party or any Credit Support Provider of such party in this Agreement or any Credit Support Document proves to have been incorrect or misleading in any material respect when made or repeated or deemed to have been made or repeated;

(v) ***Default under Specified Transaction.*** The party, any Credit Support Provider of such party or any applicable Specified Entity of such party (1) defaults under a Specified Transaction and, after giving effect to any applicable notice requirement or grace period, there occurs a liquidation of, an acceleration of obligations under, or an early termination of, that Specified Transaction, (2) defaults, after giving effect to any applicable notice requirement or grace period, in making any payment or delivery due on the last payment, delivery or exchange date of, or any payment on early termination of, a Specified Transaction (or such default continues for at least three Local Business Days if there is no applicable notice requirement or grace period) or (3) disaffirms, disclaims, repudiates or rejects, in whole or in part, a Specified Transaction (or such action is taken by any person or entity appointed or empowered to operate it or act on its behalf);

(vi) ***Cross Default.*** If "Cross Default" is specified in the Schedule as applying to the party, the occurrence or existence of (1) a default, event of default or other similar condition or event (however described) in respect of such party, any Credit Support Provider of such party or any applicable Specified Entity of such party under one or more agreements or instruments relating to Specified Indebtedness of any of them (individually or collectively) in an aggregate amount of not less than the applicable Threshold Amount (as specified in the Schedule) which has resulted in such Specified Indebtedness becoming, or becoming capable at such time of being declared, due and payable under such agreements or instruments, before it would otherwise have been due and payable or (2) a default by such party, such Credit Support Provider or such Specified Entity (individually or collectively) in making one or more payments on the due date thereof in an aggregate amount of not less than the applicable Threshold Amount under such agreements or instruments (after giving effect to any applicable notice requirement or grace period);

(vii) ***Bankruptcy.*** The party, any Credit Support Provider of such party or any applicable Specified Entity of such party:—

(1) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (2) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (3) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (4) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its

winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (A) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (B) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof; (5) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (6) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (7) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter; (8) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (1) to (7) (inclusive); or (9) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts; or

(viii) **Merger Without Assumption.** The party or any Credit Support Provider of such party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer:—

- (1) the resulting, surviving or transferee entity fails to assume all the obligations of such party or such Credit Support Provider under this Agreement or any Credit Support Document to which it or its predecessor was a party by operation of law or pursuant to an agreement reasonably satisfactory to the other party to this Agreement; or
- (2) the benefits of any Credit Support Document fail to extend (without the consent of the other party) to the performance by such resulting, surviving or transferee entity of its obligations under this Agreement.

(b) **Termination Events.** The occurrence at any time with respect to a party or, if applicable, any Credit Support Provider of such party or any Specified Entity of such party of any event specified below constitutes an Illegality if the event is specified in (i) below, and, if specified to be applicable, a Credit Event Upon Merger if the event is specified pursuant to (ii) below or an Additional Termination Event if the event is specified pursuant to (iii) below:—

(i) **Illegality.** Due to the adoption of, or any change in, any applicable law after the date on which a Transaction is entered into, or due to the promulgation of, or any change in, the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law after such date, it becomes unlawful (other than as a result of a breach by the party of Section 4(b)) for such party (which will be the Affected Party):—

- (1) to perform any absolute or contingent obligation to make a payment or delivery or to receive a payment or delivery in respect of such Transaction or to comply with any other material provision of this Agreement relating to such Transaction; or
- (2) to perform, or for any Credit Support Provider of such party to perform, any contingent or other obligation which the party (or such Credit Support Provider) has under any Credit Support Document relating to such Transaction;

(ii) **Credit Event Upon Merger.** If “Credit Event Upon Merger” is specified in the Schedule as applying to the party, such party (“X”), any Credit Support Provider of X or any applicable Specified Entity of X consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets to, another entity and such action does not constitute an event described in Section 5(a)(viii) but the creditworthiness of the resulting, surviving or transferee entity is materially weaker than that of X, such Credit Support Provider or such Specified Entity, as the case may be, immediately prior to such action (and, in such event, X or its successor or transferee, as appropriate, will be the Affected Party); or

(iii) **Additional Termination Event.** If any "Additional Termination Event" is specified in the Schedule or any Confirmation as applying, the occurrence of such event (and, in such event, the Affected Party or Affected Parties shall be as specified for such Additional Termination Event in the Schedule or such Confirmation).

(c) **Event of Default and Illegality.** If an event or circumstance which would otherwise constitute or give rise to an Event of Default also constitutes an Illegality, it will be treated as an Illegality and will not constitute an Event of Default.

## 6. Early Termination

(a) **Right to Terminate Following Event of Default.** If at any time an Event of Default with respect to a party (the "Defaulting Party") has occurred and is then continuing, the other party (the "Non-defaulting Party") may, by not more than 20 days notice to the Defaulting Party specifying the relevant Event of Default, designate a day not earlier than the day such notice is effective as an Early Termination Date in respect of all outstanding Transactions. If, however, "Automatic Early Termination" is specified in the Schedule as applying to a party, then an Early Termination Date in respect of all outstanding Transactions will occur immediately upon the occurrence with respect to such party of an Event of Default specified in Section 5(a)(vii)(1), (3), (5), (6) or, to the extent analogous thereto, (8), and as of the time immediately preceding the institution of the relevant proceeding or the presentation of the relevant petition upon the occurrence with respect to such party of an Event of Default specified in Section 5(a)(vii)(4) or, to the extent analogous thereto, (8).

(b) **Right to Terminate Following Termination Event.**

(i) **Notice.** If a Termination Event occurs, an Affected Party will, promptly upon becoming aware of it, notify the other party, specifying the nature of that Termination Event and each Affected Transaction and will also give such other information about that Termination Event as the other party may reasonably require.

(ii) **Two Affected Parties.** If an Illegality under Section 5(b)(i)(1) occurs and there are two Affected Parties, each party will use all reasonable efforts to reach agreement within 30 days after notice thereof is given under Section 6(b)(i) on action to avoid that Termination Event.

(iii) **Right to Terminate.** If: —

(1) an agreement under Section 6(b)(ii) has not been effected with respect to all Affected Transactions within 30 days after an Affected Party gives notice under Section 6(b)(i); or

(2) an Illegality other than that referred to in Section 6(b)(ii), a Credit Event Upon Merger or an Additional Termination Event occurs,

either party in the case of an Illegality, any Affected Party in the case of an Additional Termination Event if there is more than one Affected Party, or the party which is not the Affected Party in the case of a Credit Event Upon Merger or an Additional Termination Event if there is only one Affected Party may, by not more than 20 days notice to the other party and provided that the relevant Termination Event is then continuing, designate a day not earlier than the day such notice is effective as an Early Termination Date in respect of all Affected Transactions.

(c) **Effect of Designation.**

(i) If notice designating an Early Termination Date is given under Section 6(a) or (b), the Early Termination Date will occur on the date so designated, whether or not the relevant Event of Default or Termination Event is then continuing.

(ii) Upon the occurrence or effective designation of an Early Termination Date, no further payments or deliveries under Section 2(a)(i) or 2(d) in respect of the Terminated Transactions will be required to be made, but without prejudice to the other provisions of this Agreement. The amount, if any, payable in respect of an Early Termination Date shall be determined pursuant to Section 6(e).

(d) **Calculations.**

(i) **Statement.** On or as soon as reasonably practicable following the occurrence of an Early Termination Date, each party will make the calculations on its part, if any, contemplated by Section 6(e) and will provide to the other party a statement (1) showing, in reasonable detail, such calculations (including all relevant quotations and specifying any amount payable under Section 6(e)) and (2) giving details of the relevant account to which any amount payable to it is to be paid. In the absence of written confirmation from the source of a quotation obtained in determining a Market Quotation, the records of the party obtaining such quotation will be conclusive evidence of the existence and accuracy of such quotation.

(ii) **Payment Date.** An amount calculated as being due in respect of any Early Termination Date under Section 6(e) will be payable on the day that notice of the amount payable is effective (in the case of an Early Termination Date which is designated or occurs as a result of an Event of Default) and on the day which is two Local Business Days after the day on which notice of the amount payable is effective (in the case of an Early Termination Date which is designated as a result of a Termination Event). Such amount will be paid together with (to the extent permitted under applicable law) interest thereon (before as well as after judgment), from (and including) the relevant Early Termination Date to (but excluding) the date such amount is paid, at the Applicable Rate. Such interest will be calculated on the basis of daily compounding and the actual number of days elapsed.

(e) **Payments on Early Termination.** If an Early Termination Date occurs, the following provisions shall apply based on the parties' election in the Schedule of a payment measure, either "Market Quotation" or "Loss", and a payment method, either the "First Method" or the "Second Method". If the parties fail to designate a payment measure or payment method in the Schedule, it will be deemed that "Market Quotation" or the "Second Method", as the case may be, shall apply. The amount, if any, payable in respect of an Early Termination Date and determined pursuant to this Section will be subject to any Set-off.

(i) **Events of Default.** If the Early Termination Date results from an Event of Default:—

(1) **First Method and Market Quotation.** If the First Method and Market Quotation apply, the Defaulting Party will pay to the Non-defaulting Party the excess, if a positive number, of (A) the sum of the Settlement Amount (determined by the Non-defaulting Party) in respect of the Terminated Transactions and the Unpaid Amounts owing to the Non-defaulting Party over (B) the Unpaid Amounts owing to the Defaulting Party.

(2) **First Method and Loss.** If the First Method and Loss apply, the Defaulting Party will pay to the Non-defaulting Party, if a positive number, the Non-defaulting Party's Loss in respect of this Agreement.

(3) **Second Method and Market Quotation.** If the Second Method and Market Quotation apply, an amount will be payable equal to (A) the sum of the Settlement Amount (determined by the Non-defaulting Party) in respect of the Terminated Transactions and the Unpaid Amounts owing to the Non-defaulting Party less (B) the Unpaid Amounts owing to the Defaulting Party. If that amount is a positive number, the Defaulting Party will pay it to the Non-defaulting Party; if it is a negative number, the Non-defaulting Party will pay the absolute value of that amount to the Defaulting Party.

(4) **Second Method and Loss.** If the Second Method and Loss apply, an amount will be payable equal to the Non-defaulting Party's Loss in respect of this Agreement. If that amount is a positive number, the Defaulting Party will pay it to the Non-defaulting Party; if it is a negative

number, the Non-defaulting Party will pay the absolute value of that amount to the Defaulting Party.

(ii) **Termination Events.** If the Early Termination Date results from a Termination Event:—

(1) **One Affected Party.** If there is one Affected Party, the amount payable will be determined in accordance with Section 6(e)(i)(3), if Market Quotation applies, or Section 6(e)(i)(4), if Loss applies, except that, in either case, references to the Defaulting Party and to the Non-defaulting Party will be deemed to be references to the Affected Party and the party which is not the Affected Party, respectively, and, if Loss applies and fewer than all the Transactions are being terminated, Loss shall be calculated in respect of all Terminated Transactions.

(2) **Two Affected Parties.** If there are two Affected Parties:—

(A) if Market Quotation applies, each party will determine a Settlement Amount in respect of the Terminated Transactions, and an amount will be payable equal to (I) the sum of (a) one-half of the difference between the Settlement Amount of the party with the higher Settlement Amount ("X") and the Settlement Amount of the party with the lower Settlement Amount ("Y") and (b) the Unpaid Amounts owing to X less (II) the Unpaid Amounts owing to Y; and

(B) if Loss applies, each party will determine its Loss in respect of this Agreement (or, if fewer than all the Transactions are being terminated, in respect of all Terminated Transactions) and an amount will be payable equal to one-half of the difference between the Loss of the party with the higher Loss ("X") and the Loss of the party with the lower Loss ("Y").

If the amount payable is a positive number, Y will pay it to X; if it is a negative number, X will pay the absolute value of that amount to Y.

(iii) **Adjustment for Bankruptcy.** In circumstances where an Early Termination Date occurs because "Automatic Early Termination" applies in respect of a party, the amount determined under this Section 6(e) will be subject to such adjustments as are appropriate and permitted by law to reflect any payments or deliveries made by one party to the other under this Agreement (and retained by such other party) during the period from the relevant Early Termination Date to the date for payment determined under Section 6(d)(ii).

(iv) **Pre-Estimate.** The parties agree that if Market Quotation applies an amount recoverable under this Section 6(e) is a reasonable pre-estimate of loss and not a penalty. Such amount is payable for the loss of bargain and the loss of protection against future risks and except as otherwise provided in this Agreement neither party will be entitled to recover any additional damages as a consequence of such losses.

## 7. Transfer

Neither this Agreement nor any interest or obligation in or under this Agreement may be transferred (whether by way of security or otherwise) by either party without the prior written consent of the other party, except that:—

(a) a party may make such a transfer of this Agreement pursuant to a consolidation amalgamation with, or merger with or into, or transfer of all or substantially all its assets to, another entity (but without prejudice to any other right or remedy under this Agreement); and

(b) a party may make such a transfer of all or any part of its interest in any amount payable to it from a Defaulting Party under Section 6(e).

Any purported transfer that is not in compliance with this Section will be void



## 8. Miscellaneous

- (a) **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communication and prior writings with respect thereto.
- (b) **Amendments.** No amendment, modification or waiver in respect of this Agreement will be effective unless in writing (including a writing evidenced by a facsimile transmission) and executed by each of the parties or confirmed by an exchange of telexes or electronic messages on an electronic messaging system.
- (c) **Survival of Obligations.** Without prejudice to Sections 2(a)(iii) and 6(c)(ii), the obligations of the parties under this Agreement will survive the termination of any Transaction.
- (d) **Remedies Cumulative.** Except as provided in this Agreement, the rights, powers, remedies and privileges provided in this Agreement are cumulative and not exclusive of any rights, powers, remedies and privileges provided by law.
- (e) **Counterparts and Confirmations.**
- (i) This Agreement (and each amendment, modification and waiver in respect of it) may be executed and delivered in counterparts (including by facsimile transmission), each of which will be deemed an original.
  - (ii) The parties intend that they are legally bound by the terms of each Transaction from the moment they agree to those terms (whether orally or otherwise). A Confirmation shall be entered into as soon as practicable and may be executed and delivered in counterparts (including by facsimile transmission) or be created by an exchange of telexes or by an exchange of electronic messages on an electronic messaging system, which in each case will be sufficient for all purposes to evidence a binding supplement to this Agreement. The parties will specify therein or through another effective means that any such counterpart, telex or electronic message constitutes a Confirmation.
- (f) **No Waiver of Rights.** A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.
- (g) **Headings.** The headings used in this Agreement are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Agreement.

## 9. Expenses

A Defaulting Party will, on demand, indemnify and hold harmless the other party for and against all reasonable out-of-pocket expenses, including legal fees, incurred by such other party by reason of the enforcement and protection of its rights under this Agreement or any Credit Support Document to which the Defaulting Party is a party or by reason of the early termination of any Transaction, including, but not limited to, costs of collection.

## 10. Notices

- (a) **Effectiveness.** Any notice or other communication in respect of this Agreement may be given in any manner set forth below (except that a notice or other communication under Section 5 or 6 may not be given by facsimile transmission or electronic messaging system) to the address or number or in accordance with the electronic messaging system details provided (see the Schedule) and will be deemed effective as indicated:—
- (i) if in writing and delivered in person or by courier, on the date it is delivered;
  - (ii) if sent by telex, on the date the recipient's answerback is received;

(iii) if sent by facsimile transmission, on the date that transmission is received by a responsible employee of the recipient in legible form (it being agreed that the burden of proving receipt will be on the sender and will not be met by a transmission report generated by the sender's facsimile machine);

(iv) if sent by certified or registered mail (airmail, if overseas) or the equivalent (return receipt requested), on the date that mail is delivered or its delivery is attempted; or

(v) if sent by electronic messaging system, on the date that electronic message is received,

unless the date of that delivery (or attempted delivery) or that receipt, as applicable, is not a Local Business Day or that communication is delivered (or attempted) or received, as applicable, after the close of business on a Local Business Day, in which case that communication shall be deemed given and effective on the first following day that is a Local Business Day.

(b) **Change of Addresses.** Either party may by notice to the other change the address, telex or facsimile number or electronic messaging system details at which notices or other communications are to be given to it.

## 11. Governing Law and Jurisdiction

(a) **Governing Law.** This Agreement will be governed by and construed in accordance with the law specified in the Schedule.

(b) **Jurisdiction.** With respect to any suit, action or proceedings relating to this Agreement ("Proceedings"), each party irrevocably: —

(i) submits to the jurisdiction of the English courts, if this Agreement is expressed to be governed by English law, or to the non-exclusive jurisdiction of the courts of the State of New York and the United States District Court located in the Borough of Manhattan in New York City, if this Agreement is expressed to be governed by the laws of the State of New York; and

(ii) waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over such party.

Nothing in this Agreement precludes either party from bringing Proceedings in any other jurisdiction (outside, if this Agreement is expressed to be governed by English law, the Contracting States, as defined in Section 1(3) of the Civil Jurisdiction and Judgments Act 1982 or any modification, extension or re-enactment thereof for the time being in force) nor will the bringing of Proceedings in any one or more jurisdictions preclude the bringing of Proceedings in any other jurisdiction.

(c) **Waiver of Immunities.** Each party irrevocably waives, to the fullest extent permitted by applicable law, with respect to itself and its revenues and assets (irrespective of their use or intended use), all immunity on the grounds of sovereignty or other similar grounds from (i) suit, (ii) jurisdiction of any court, (iii) relief by way of injunction, order for specific performance or for recovery of property, (iv) attachment of its assets (whether before or after judgment) and (v) execution or enforcement of any judgment to which it or its revenues or assets might otherwise be entitled in any Proceedings in the courts of any jurisdiction and irrevocably agrees, to the extent permitted by applicable law, that it will not claim any such immunity in any Proceedings.

## 12. Definitions

As used in this Agreement:—

"**Additional Termination Event**" has the meaning specified in Section 5(b).

"**Affected Party**" has the meaning specified in Section 5(b).

**“Affected Transactions”** means (a) with respect to any Termination Event consisting of an Illegality, all Transactions affected by the occurrence of such Termination Event and (b) with respect to any other Termination Event, all Transactions.

**“Affiliate”** means, subject to the Schedule, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, “control” of any entity or person means ownership of a majority of the voting power of the entity or person.

**“Applicable Rate”** means:—

(a) in respect of obligations payable or deliverable (or which would have been but for Section 2(a)(iii)) by a Defaulting Party, the Default Rate;

(b) in respect of an obligation to pay an amount under Section 6(e) of either party from and after the date (determined in accordance with Section 6(d)(ii)) on which that amount is payable, the Default Rate;

(c) in respect of all other obligations payable or deliverable (or which would have been but for Section 2(a)(iii)) by a Non-defaulting Party, the Non-default Rate; and

(d) in all other cases, the Termination Rate.

**“consent”** includes a consent, approval, action, authorisation, exemption, notice, filing, registration or exchange control consent.

**“Credit Event Upon Merger”** has the meaning specified in Section 5(b).

**“Credit Support Document”** means any agreement or instrument that is specified as such in this Agreement.

**“Credit Support Provider”** has the meaning specified in the Schedule.

**“Default Rate”** means a rate per annum equal to the cost (without proof or evidence of any actual cost) to the relevant payee (as certified by it) if it were to fund or of funding the relevant amount plus 1% per annum.

**“Defaulting Party”** has the meaning specified in Section 6(a).

**“Early Termination Date”** means the date determined in accordance with Section 6(a) or 6(b)(iii).

**“Event of Default”** has the meaning specified in Section 5(a) and, if applicable, in the Schedule.

**“Illegality”** has the meaning specified in Section 5(b).

**“law”** includes any treaty, law, rule or regulation and **“lawful”** and **“unlawful”** will be construed accordingly.

**“Local Business Day”** means, subject to the Schedule, a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) (a) in relation to any obligation under Section 2(a)(i), in the place(s) specified in the relevant Confirmation or, if not so specified, as otherwise agreed by the parties in writing or determined pursuant to provisions contained, or incorporated by reference, in this Agreement, (b) in relation to any other payment, in the place where the relevant account is located, (c) in relation to any notice or other communication, including notice contemplated under Section 5(a)(i), in the city specified in the address for notice provided by the recipient and, in the case of a notice contemplated by Section 2(b), in the place where the relevant new account is to be located and (d) in relation to Section 5(a)(v)(2), in the relevant locations for performance with respect to such Specified Transaction.

**“Loss”** means, with respect to this Agreement or one or more Terminated Transactions, as the case may be, and a party, an amount that party reasonably determines in good faith to be its total losses and costs (or gain, in which case expressed as a negative number) in connection with this Agreement or that Terminated Transaction or group of Terminated Transactions, as the case may be, including any loss of bargain, cost of funding or, at the election of such party but without duplication, loss or cost incurred as a result of its terminating, liquidating, obtaining or reestablishing any hedge or related trading position (or any gain

resulting from any of them). Loss includes losses and costs (or gains) in respect of any payment or delivery required to have been made (assuming satisfaction of each applicable condition precedent) on or before the relevant Early Termination Date and not made, except, so as to avoid duplication, if Section 6(e)(i)(1) or (3) or 6(e)(ii)(2)(A) applies. Loss does not include a party's legal fees and out-of-pocket expenses referred to under Section 9. A party will determine its Loss as of the relevant Early Termination Date, or, if that is not reasonably practicable, as of the earliest date thereafter as is reasonably practicable. A party may (but need not) determine its Loss by reference to quotations of relevant rates or prices from one or more leading dealers in the relevant markets.

**"Market Quotation"** means, with respect to one or more Terminated Transactions and a party making the determination, an amount determined on the basis of quotations from Reference Market-makers. Each quotation will be for an amount, if any, that would be paid to such party (expressed as a negative number) or by such party (expressed as a positive number) in consideration of an agreement between such party (taking into account any existing Credit Support Document with respect to the obligations of such party) and the quoting Reference Market-maker to enter into a transaction (the "Replacement Transaction") that would have the effect of preserving for such party the economic equivalent of any payment or delivery (whether the underlying obligation was absolute or contingent and assuming the satisfaction of each applicable condition precedent) by the parties under Section 2(a)(i) in respect of such Terminated Transaction or group of Terminated Transactions that would, but for the occurrence of the relevant Early Termination Date, have been required after that date. For this purpose, Unpaid Amounts in respect of the Terminated Transaction or group of Terminated Transactions are to be excluded but, without limitation, any payment or delivery that would, but for the relevant Early Termination Date, have been required (assuming satisfaction of each applicable condition precedent) after that Early Termination Date is to be included. The Replacement Transaction would be subject to such documentation as such party and the Reference Market-maker may, in good faith, agree. The party making the determination (or its agent) will request each Reference Market-maker to provide its quotation to the extent reasonably practicable as of the same day and time (without regard to different time zones) on or as soon as reasonably practicable after the relevant Early Termination Date. The day and time as of which those quotations are to be obtained will be selected in good faith by the party obliged to make a determination under Section 6(e), and, if each party is so obliged, after consultation with the other. If more than three quotations are provided, the Market Quotation will be the arithmetic mean of the quotations, without regard to the quotations having the highest and lowest values. If exactly three such quotations are provided, the Market Quotation will be the quotation remaining after disregarding the highest and lowest quotations. For this purpose, if more than one quotation has the same highest value or lowest value, then one of such quotations shall be disregarded. If fewer than three quotations are provided, it will be deemed that the Market Quotation in respect of such Terminated Transaction or group of Terminated Transactions cannot be determined.

**"Non-default Rate"** means a rate per annum equal to the cost (without proof or evidence of any actual cost) to the Non-defaulting Party (as certified by it) if it were to fund the relevant amount.

**"Non-defaulting Party"** has the meaning specified in Section 6(a).

**"Potential Event of Default"** means any event which, with the giving of notice or the lapse of time or both, would constitute an Event of Default.

**"Reference Market-makers"** means four leading dealers in the relevant market selected by the party determining a Market Quotation in good faith (a) from among dealers of the highest credit standing which satisfy all the criteria that such party applies generally at the time in deciding whether to offer or to make an extension of credit and (b) to the extent practicable, from among such dealers having an office in the same city.

**"Scheduled Payment Date"** means a date on which a payment or delivery is to be made under Section 2(a)(i) with respect to a Transaction.

**"Set-off"** means set-off, offset, combination of accounts, right of retention or withholding or similar right or requirement to which the payer of an amount under Section 6 is entitled or subject (whether arising under

this Agreement, another contract, applicable law or otherwise) that is exercised by, or imposed on, such payer.

**"Settlement Amount"** means, with respect to a party and any Early Termination Date, the sum of:—

(a) the Market Quotations (whether positive or negative) for each Terminated Transaction or group of Terminated Transactions for which a Market Quotation is determined; and

(b) such party's Loss (whether positive or negative and without reference to any Unpaid Amounts) for each Terminated Transaction or group of Terminated Transactions for which a Market Quotation cannot be determined or would not (in the reasonable belief of the party making the determination) produce a commercially reasonable result.

**"Specified Entity"** has the meaning specified in the Schedule.

**"Specified Indebtedness"** means, subject to the Schedule, any obligation (whether present or future, contingent or otherwise, as principal or surety or otherwise) in respect of borrowed money.

**"Specified Transaction"** means, subject to the Schedule, (a) any transaction (including an agreement with respect thereto) now existing or hereafter entered into between one party to this Agreement (or any Credit Support Provider of such party or any applicable Specified Entity of such party) and the other party to this Agreement (or any Credit Support Provider of such other party or any applicable Specified Entity of such other party) which is a rate swap transaction, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transaction (including any option with respect to any of these transactions), (b) any combination of these transactions and (c) any other transaction identified as a Specified Transaction in this Agreement or the relevant confirmation.

**"Terminated Transactions"** means with respect to any Early Termination Date (a) if resulting from a Termination Event, all Affected Transactions and (b) if resulting from an Event of Default, all Transactions (in either case) in effect immediately before the effectiveness of the notice designating that Early Termination Date (or, if "Automatic Early Termination" applies, immediately before that Early Termination Date).

**"Termination Event"** means an Illegality or, if specified to be applicable, a Credit Event Upon Merger or an Additional Termination Event.

**"Termination Rate"** means a rate per annum equal to the arithmetic mean of the cost (without proof or evidence of any actual cost) to each party (as certified by such party) if it were to fund or of funding such amounts.

**"Unpaid Amounts"** owing to any party means, with respect to an Early Termination Date, the aggregate of (a) in respect of all Terminated Transactions, the amounts that became payable (or that would have become payable but for Section 2(a)(iii)) to such party under Section 2(a)(i) on or prior to such Early Termination Date and which remain unpaid as at such Early Termination Date and (b) in respect of each Terminated Transaction, for each obligation under Section 2(a)(i) which was (or would have been but for Section 2(a)(iii)) required to be settled by delivery to such party on or prior to such Early Termination Date and which has not been so settled as at such Early Termination Date, an amount equal to the fair market value of that which was (or would have been) required to be delivered as of the originally scheduled date for delivery, in each case together with (to the extent permitted under applicable law) interest, in the currency of such amounts, from (and including) the date such amounts or obligations were or would have been required to have been paid or performed to (but excluding) such Early Termination Date, at the Applicable Rate. Such amounts of interest will be calculated on the basis of daily compounding and the actual number of days elapsed. The fair market value of any obligation referred to in clause (b) above shall be reasonably determined

by the party obliged to make the determination under Section 6(e) or, if each party is so obliged, it shall be the average of the fair market values reasonably determined by both parties.

IN WITNESS WHEREOF the parties have executed this document on the respective dates specified below with effect from the date specified on the first page of this document.

Shell Energy North America (US), L.P. City of Long Beach  
(Name of Party) (Name of Party)

By: *Mark Gill*  
Name: MARK GILL  
Title: VICE PRESIDENT-CREDIT  
Date: 10/4/07



EXECUTED PURSUANT  
TO SECTION 501 OF  
THE CITY CHARTER  
ASSISTANT  
By: *Christine J. Shipper*  
Name: Patrick H. West  
Title: City Manager  
Date: 10/11/07

APPROVED AS TO FORM  
10/11/2007  
ROBERT E. SHANNON, City Attorney  
By: *[Signature]*  
DEPUTY CITY ATTORNEY

**(Local Currency – Single Jurisdiction)**

**U.S. MUNICIPAL COUNTERPARTY SCHEDULE**

**to the**

**MASTER AGREEMENT  
dated as of November 1, 2007  
between**

**SHELL ENERGY NORTH AMERICA (US), L.P.,  
a limited partnership organized under  
the laws of the State of Delaware  
("Party A"),  
and**

**CITY OF LONG BEACH,  
a municipality organized under  
the laws of the State of California  
("Party B").**

**Part 1. Termination Provisions.**

- (a) **"Specified Entity"** means in relation to Party A for the purpose of:

Section 5(a)(v), Not Applicable  
Section 5(a)(vi), Not Applicable  
Section 5(a)(vii), Not Applicable  
Section 5(b)(iv), Not Applicable

and in relation to Party B for the purpose of:

Section 5(a)(v), Affiliates  
Section 5(a)(vi), Affiliates  
Section 5(a)(vii), Affiliates  
Section 5(b)(iv), Affiliates

- (b) **"Specified Transaction"** will have the meaning specified in Section 14 of the Agreement.

- (c) (i) Section 5(a)(vi) is hereby amended by deleting in the seventh line thereof the words ", or becoming capable at such time of being declared,".

- (ii) The **"Cross Default"** provisions of Section 5(a)(vi) as amended will apply to Party A and to Party B.

If such provisions apply:

**"Specified Indebtedness"** will have the meaning specified in Section 12, except that such term shall not include accounts payable incurred in the ordinary course of business.

**"Threshold Amount"** means, with respect to Party A, US \$50 million and, with respect to Party B (and Party B's Credit Support Provider, if any), US \$50 million.

(d) The **"Credit Event Upon Merger"** provisions of Section 5(b)(ii) will apply to Party A and Party B; provided, however, the phrase "materially weaker" shall be deemed to mean (i) the Credit Rating (as defined in Part 4(o) hereof) of the resulting, surviving or transferee entity is less than BBB- by S & P or Baa3 by Moody's (as defined in Part 4(o) hereof), or (ii) in the event the resulting, surviving or transferee entity is not rated by at least one of the foregoing rating agencies, the Internal Policies (as defined in Part 4(o) hereof) in effect at the time of the party which is not the Affected Party, would lead such non-Affected Party, solely as a result of a change in the nature, character, identity or condition of the Affected Party from its state (as a party to the Agreement) prior to such consolidation, amalgamation, merger or transfer, to decline to make an extension of credit to, or enter into a Transaction with, the resulting, surviving or transferee entity.

(e) The **"Automatic Early Termination"** provision of Section 6(a) will not apply to Party A and Party B.

(f) **Payments on Early Termination.** For the purpose of Section 6(e) of this Agreement:

(i) Either Market Quotation or Loss will apply, at the election of the Non-defaulting Party or non-Affected Party, and Market Quotation will apply if there are two Affected Parties.

(ii) The Second Method will apply.

(g) **Additional Termination Events.** The occurrence of a Credit Event with respect to either party shall be an Additional Termination Event. As used herein, "Credit Event" shall mean that (i) the relevant party, or its Credit Support Provider, as applicable, is assigned a Credit Rating below Baa3 by Moody's or below BBB- by S & P, or (ii) the relevant party, or its Credit Support Provider, as applicable, shall cease to be rated by at least one of the foregoing rating agencies. Upon the occurrence of a Credit Event, the party subject to the Credit Event shall be the Affected Party.

(h) **Events of Default.**

(i) **Bankruptcy.** Section 5(a)(vii) is hereby amended as follows:

(1) by adding in Clause (1) thereof (third line) after the word "merger" and before the closed parenthetical the words "or, in the case of Party A, reconstitution, reformation, incorporation, or a Permitted Partnership Event" (as defined in Part 4(o) hereof); and adding in Clause (5) thereof (fourteenth line) after the word "merger" and before the closed parenthetical the words "or, in the case of Party A, reconstitution, reformation, incorporation, or a Permitted Partnership Event".

(2) by deleting Clause (6) thereof and amending it to read in its entirety as follows:

"(6)(A) seeks or becomes subject to the appointment of an administrator, provisional



liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets or (B) in the case of a Government Entity, any Credit Support Provider of such Government Entity or any applicable Specified Entity of such Government Entity, (I) there shall be appointed or designated with respect to it, an entity such as an organization, board, commission, authority, agency or body to monitor, review, oversee, recommend or declare a financial emergency or similar state of financial distress with respect to it or (II) there shall be declared or introduced or proposed for consideration by it or by any legislative or regulatory body with competent jurisdiction over it, the existence of a state of financial emergency or similar state of financial distress in respect of it;”.

(ii) **Merger Without Assumption.** Section 5(a)(viii) of this Agreement is hereby amended to read in its entirety as follows:

“(viii) **Merger Without Assumption.** The party or any Credit Support Provider of such party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets to, or reorganizes, incorporates, reincorporates, or reconstitutes into or as, another entity (or, without limiting the foregoing, if such party is a Government Entity, an entity such as an organization, board, commission, authority, agency or body succeeds to the principal functions of, or powers and duties granted to, such party or any Credit Support Provider of such party) and, at the time of such consolidation, amalgamation, merger, transfer, reorganization, incorporation, reincorporation, or reconstitution or succession:

(1) the resulting, reorganized, reincorporated, reconstituted, surviving, transferee or successor entity (the “Resulting Entity”) fails to assume all the obligations of such party or such Credit Support Provider under this Agreement or any Credit Support Document to which it or its predecessor was a party by operation of law or pursuant to an agreement reasonably satisfactory to the other party to this Agreement; or

(2) the benefits of any Credit Support Document fail to extend (without the consent of the other party) to the performance by such Resulting Entity of its obligations under this Agreement.”

(i) **Termination Events.** Section 5(b)(ii) of this Agreement is hereby amended to read in its entirety as follows:

“(ii) **Credit Event Upon Merger.** If “Credit Event Upon Merger” is specified in the Schedule as applying to the party, such party (“X”), any Credit Support Provider of X or any applicable Specified Entity of X consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets to, or reorganizes, incorporates, reincorporates, or reconstitutes into or as, another entity (or, without limiting the foregoing, with respect to Party B only, an entity such as an organization, board, commission, authority, agency or body succeeds to the principal functions of, or powers and duties granted to, X, any Credit Support Provider of X or any Specified Entity of X) and such action does not constitute an event described in Section 5(a)(viii) but the creditworthiness of the Resulting Entity is materially weaker than that of X, such Credit Support Provider or such Specified Entity, as the case may be, immediately prior to such

action (and, in such event, X or the Resulting Entity, as appropriate, will be the Affected party); or”.

(j) Without limiting the applicability of any other provision of the U.S. Bankruptcy Code as amended (the "Bankruptcy Code") (including without limitation Sections 362, 546, 556, and 560 thereof and the applicable definitions in Section 101 thereof), the parties acknowledge and agree that all Transactions entered into hereunder will constitute "forward contracts" or "swap agreements" as defined in Section 101 of the Bankruptcy Code, that the rights of the parties under Section 6 of this Agreement will constitute contractual rights to liquidate Transactions, that any margin or collateral provided under any margin, collateral, security, or similar agreement related hereto will constitute a "margin payment" as defined in Section 101 of the Bankruptcy Code, and that the parties are entitled to the rights under, and protections afforded by, Sections 362, 546, 556, and 560 of the Bankruptcy Code.

**Part 2. Agreement to Deliver Documents.**

For the purpose of Section 4(a), each party agrees to deliver the following documents, as applicable:

<u>Party to deliver</u>	<u>Form/document/Certificate</u>	<u>Date to be delivered</u>	<u>Covered by Section 3(d)</u>
Party A and Party B	Most recently prepared annual financial statements of the Party and its Credit Support Provider, if any, certified by independent public accountants and prepared in accordance with generally accepted accounting principles	As soon as available after request by the other Party	Yes
Party A	Certified resolutions authorizing this Agreement and the Transactions contemplated hereby	At execution of this Agreement	Yes
Party B	Certified copies of the council letter and minute order from the excerpt of meeting minutes evidencing the necessary authorization of this Agreement	At execution of this Agreement	Yes

<b><u>Party to deliver</u></b>	<b><u>Form/document/ Certificate</u></b>	<b><u>Date to be delivered</u></b>	<b><u>Covered by Section 3(d)</u></b>
Party B	Certified copies of the council letter and minute order from the excerpt of meeting minutes evidencing the necessary authorization of any Transaction to be entered into hereunder	Prior to the entering into of such Transaction	Yes
Party A	Certified incumbency certificate or other evidence of authority and specimen signatures with respect to signatories executing this Agreement or any Credit Support Document	At execution of this Agreement	Yes
Party A and Party B	Most recently prepared quarterly financial statements of the Party and its Credit Support Provider, if any, prepared in accordance with generally accepted accounting principles	As soon as available after request by the other Party	Yes
Party A and Party B	Duly executed copy of the Credit Support Document[s] specified in Part 3(c) of this Schedule	At execution of this Agreement	Yes
Party B	An opinion of counsel for Party B, in form and substance reasonably satisfactory to Party A, regarding the validity, binding effect and enforceability of this Agreement against Party B in respect of all relevant organizational, constitutional or other governing documents of Party B and applicable law	At execution of this Agreement	No

**Part 3. Miscellaneous.**

- (a) **Addresses for Notices.** For the purpose of Section 10(a):

**Address for notices or communications to Party A:-**

Address: Shell Energy North America (US), L.P.  
909 Fannin, Plaza Level 1  
Houston, Texas 77010

Attention: Energy Administration

Telex No.: N/A

Facsimile No.: 713-230-7580 Telephone No.: 713-767-5400

Electronic Messaging System Details: None.

With a copy of notices or communications pursuant to Sections 5 or 6 to:

Address: Shell Energy North America (US), L.P.  
909 Fannin, Plaza Level 1  
Houston, Texas 77010  
Attention: General Counsel  
Telex No.: N/A  
Facsimile No.: 713-767-5699 Telephone No.: 713-767-5400  
Electronic Messaging System Details: None.

With a copy of notices, demands or communications pursuant to the Credit Support Annex to:

Address: Shell Energy North America (US), L.P.  
909 Fannin, Plaza Level 1  
Houston, Texas 77010  
Attention: Vice President – Corp. Finance  
Telex No.: N/A  
Facsimile No.: 713-230-7925 Telephone No.: 713-767-5400  
Electronic Messaging System Details: None.

**Address for notices or communications to Party B:-**

Address: City of Long Beach, Gas & Oil Department  
2400 E. Spring Street, Long Beach, CA 90806  
Attention: Business Operations Manager  
Telex No.: N/A Answerback: N/A  
Facsimile No.: (562) 570-2008 Telephone No.: (562) 570-2002  
Electronic Messaging System Details: None

(b) **Calculation Agent.** The Calculation Agent is Party A, unless otherwise specified in a Confirmation in relation to the relevant Transaction.

(c) **Credit Support Document.** Each of the following is a Credit Support Document, and is incorporated by reference in, and constitutes part of, this Agreement and each Confirmation (unless provided otherwise in a Confirmation) as if set forth in full in this Agreement or such Confirmation:

(i) ISDA Credit Support Annex, of even date herewith, between Party A and Party B.

(d) **Credit Support Provider.**

(i) Credit Support Provider means in relation to Party A: Not Applicable

(ii) Credit Support Provider means in relation to Party B: Not Applicable

(e) **Governing Law.** This Agreement and each Confirmation will be governed by, and construed and enforced in accordance with, the substantive law of the State of New York (without reference to its choice of law doctrine, other than Section 5-1401 of the New York General Obligations Law).

(f) **Netting of Payments.** The limitation set forth in Section 2(c)(ii) will not apply to any Transactions.

(g) **"Affiliate"** will have the meaning specified in Section 12 of this Agreement; provided, however, with respect to Party A, the term "Affiliate" will have the meaning specified in Section 12 of this Agreement for purposes of Part 4(n) of this Schedule, and in all other instances it shall mean Party A's Subsidiaries (as such term is defined in Part 4(o) hereof).

(h) **"Government Entity"** means Party B and any public utility district or other similar political subdivision thereof.

(i) **"Bonds"** means [insert description of any bonds issued by Party B].

#### **Part 4. Other Provisions.**

(a) **Obligations.** Section 2(a)(iii) of this Agreement is hereby amended to read in its entirety as follows: -

"(iii) Each obligation of each party under Section 2(a)(i) is subject to (1) the condition precedent that no Event of Default, Potential Event of Default or Incipient Illegality with respect to the other party has occurred and is continuing, (2) the condition precedent that no Early Termination Date in respect of the relevant Transaction has occurred or been effectively designated and (3) each other applicable condition precedent specified in this Agreement.

(b) **Representations.**

(i) The introductory clause of Section 3 of this Agreement is hereby amended to read in its entirety as follows:

"Each party represents to the other party (which representations will be deemed to be repeated by each party on each date on which a Transaction is entered into and, in the case of the representations in Section 3(a) and (e), at all times until termination of this Agreement) that: "

(ii) Section 3(a)(ii) of this Agreement is hereby amended to read in its entirety as follows:

"(ii) **Powers.** It has the power to execute this Agreement and any other documentation relating to this Agreement to which it is a party, to deliver this Agreement and any other documentation relating to this Agreement that it is required by this Agreement to deliver and to perform its obligations under this Agreement and any obligations it has under any Credit Support Document to which it is a party and has taken all necessary action and made all necessary determinations and findings to authorize such execution, delivery and performance;".

(iii) Section 3(b) of this Agreement is hereby amended to read in its entirety as follows:

“(b) **Absence of Certain Events.** No Event of Default or Potential Event of Default or, to its knowledge, Incipient Illegality (in the case of a Government Entity) or Termination Event with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement or any Credit Support Document to which it is a party.”

- (iv) Section 3 of this Agreement is hereby amended by adding the following subsection “(e)” thereto, which subsection shall only apply to the Government Entity:

(e) **Non-Speculation.** This Agreement has been, and each Transaction hereunder will be (and, if applicable, has been), entered into for purposes of managing its borrowings or investments, or managing the risk associated with an asset or liability owned or incurred or reasonably likely to be owned or incurred by it, and not for purposes of speculation.”

- (v) Section 3 of this Agreement is hereby amended by adding the following subsections thereto:

(f) **No Immunity.** It is not entitled to claim and will not claim immunity on the grounds of sovereignty or other similar grounds with respect to itself or its revenues or assets (irrespective of their use or intended use) from (i) suit, (ii) jurisdiction of any court, (iii) relief by way or injunction, order for specified performance or for recovery of property, (iv) attachment of its assets (whether before or after judgment) or (v) execution or enforcement of any judgment to which it or its revenues or assets might otherwise be made subject to in any Proceedings (as defined in Section 11(b)) in the courts of any jurisdiction and no such immunity (whether or not claimed) may be attributed to such party or its revenues or assets.”

(g) **No Agency.** It is entering into this Agreement and each Transaction for its own account, as principal, and not as agent or in any other capacity, fiduciary or otherwise.

(h) **Eligible Contract Participant.** It is an "eligible contract participant" as such term is defined in Section 1a(12) of the Commodity Exchange Act, as amended (the “Act”).

(i) **Electronic Trading Facility.** With respect to any Transaction entered into by means of an electronic trading facility, it is an “eligible commercial entity”, as defined in Section 1a(11) of the Act, it is acting as a principal in such Transaction, and such Transaction is in an “exempt commodity”, as defined in Section 1a(14) of the Act

(j) **Line of Business.** It has entered into this Agreement (including each Transaction evidenced hereby) in connection with the conduct of its business or to manage the risk associated with an asset or liability owned or incurred or reasonably likely to be owned or incurred by it in the conduct of its business.

(k) **No Reliance.** In connection with the negotiation of, the entering into, and the confirming of the execution of, this Agreement, any Credit Support Document to which it is a party, and each Transaction: (i) the other party is not acting as a fiduciary or financial or investment advisor for it; (ii) it is not relying upon any representations (whether written or oral) of the other party other than the representations expressly set forth in this Agreement and in such Credit Support Document; (iii) it has consulted with its own legal, regulatory, tax, business, investment, financial, and accounting advisors to the extent it has deemed necessary, and it has made its own investment, hedging, and trading decisions based upon its own judgment and upon any advice from such advisors as it has deemed necessary and not upon any view expressed by the other party; (iv) it has not been given by the other party (directly or indirectly through any other person) any advice, counsel, assurance, guarantee, or representation whatsoever as to the expected or projected success, profitability, return, performance, result, effect, consequence, or benefit (either legal, regulatory, tax, financial, accounting, or otherwise) of this Agreement, such Credit Support Document, or such Transaction; (v) its decisions have been the result of arm's length negotiations between the parties; and (vi) it is entering into this Agreement, such Credit Support Document, and such Transaction with a full understanding of all of the risks hereof and thereof (economic and otherwise), and it is capable of assuming and willing to assume (financially and otherwise) those risks.

(l) **Governmental Entity Representations.** With respect to Party B, for itself and any entity included within the definition of Governmental Entity, Party B represents and warrants to Party A continuing throughout the term of this Agreement, with respect to this Agreement and each Transaction, as follows: (i) all acts necessary to the valid execution, delivery and performance of this Agreement, including without limitation, competitive bidding, public notice, election, referendum, prior appropriation or other required procedures has or will be taken and performed as required under the Act and the Governmental Entity's ordinances, bylaws or other regulations, (ii) all persons making up the governing body of Governmental Entity are the duly elected or appointed incumbents in their positions and hold such positions in good standing in accordance with the Act and other applicable law, (iii) entry into and performance of this Agreement by the Governmental Entity are for a proper public purpose within the meaning of the Act and all other relevant constitutional, organic or other governing documents and applicable law, (iv) the term of this Agreement does not extend beyond any applicable limitation imposed by the Act or other relevant constitutional, organic or other governing documents and applicable law, (v) the Government Entity's obligations to make payments hereunder and such payments are (a) obligations of the gas utility owned and operated by Party B, (b) operating and maintenance expenses of the utility system as provided in Section 1501 of the Act, or (c) except for obligations described in Section 1501 of the Act, not subject to any prior claim under any bond ordinances or indentures to which it is a party, the Act and all other relevant constitutional, organic or other governing documents and applicable law and are available without limitation or deduction to satisfy all Governmental Entity obligations

hereunder and under each Transaction, , and (vi) obligations to make payments hereunder do not constitute any kind of indebtedness of Governmental Entity or create any kind of lien on, or security interest in, any property or revenues of Governmental Entity which, in either case, is proscribed by any provision of the Act or any other relevant constitutional, organic or other governing documents and applicable law, any order or judgment of any court or other agency of government applicable to it or its assets, or any contractual restriction binding on or affecting it or any of its assets.

(c) **Agreements.**

- (i) The introductory clause of Section 4 of this Agreement is hereby amended to read in its entirety as follows:

“Each party agrees with the other (or, in the case of Section 4(d) and (e), the Government Entity agrees with the other party) that, so long as either party has or may have any obligation under this Agreement or under any Credit Support Document to which it is a party: ”.

- (ii) Section 4 of this Agreement is hereby amended by adding the following subsection “(d)” thereto:

(d) ***Notice of Incipient Illegality.*** If an Incipient Illegality occurs, the Government Entity will, promptly upon becoming aware of it, notify the other party, specifying the nature of that Incipient Illegality and will also give such other information about that Incipient Illegality as the other party may reasonably require.”

(d) **Jurisdiction.**

- (i) Section 11(b) of this Agreement is hereby amended to read in its entirety as follows:

“(b) ***Jurisdiction.***

- (i) With respect to any suit, action or proceedings relating to this Agreement (‘Proceedings’), each party irrevocably:

(x) submits, to the fullest extent permitted by applicable law, to the non-exclusive jurisdiction of each of the courts of the State of New York, the United States District Court located in the Borough of Manhattan in New York City, the courts of the state in which the Government Entity or the other party’s principal executive offices are located and the United States District Court with jurisdiction over the location of the Government Entity or the other party’s principal executive offices; and



(y) waives, to the fullest extent permitted by applicable law, (1) any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, (2) any claim that such Proceedings have been brought in an inconvenient forum and (3) the right to object, with respect so such Proceedings, that such court does not have any jurisdiction over such party.

(ii) Nothing in this Agreement precludes either party from bringing Proceedings in any other jurisdiction nor will the bringing of Proceedings in any one or more jurisdictions preclude the bringing of Proceedings in any other jurisdiction.”

(iii) The provisions of Section 11(b) shall be subject to the following:

**WAIVER OF JURY TRIAL.** EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY CREDIT SUPPORT DOCUMENT. EACH PARTY (1) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY OR ANY CREDIT SUPPORT PROVIDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF SUCH A SUIT, ACTION OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER AND (2) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND PROVIDE FOR ANY CREDIT SUPPORT DOCUMENT, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

(e) **Accuracy of Specified Information.** Section 3(d) is hereby amended by adding in the third line thereof after the word "respect" and before the period the words "or, in the case of audited or unaudited financial statements or balance sheets, a fair presentation of the financial condition of the relevant person".

(f) **Reference Market-makers.** The definition of "**Reference Market-makers**" in Section 12 is hereby amended by adding in the fourth line thereof after the word "credit" the words "or to enter into transactions similar in nature to Transactions".

(g) **Definitions.** This Agreement, each Confirmation and each Transaction are subject to the 2000 ISDA Definitions, as amended, and any other definitions specified in the relevant Confirmation for such Transaction (collectively, the "2000 Definitions"), each as published by the International Swaps and Derivatives Association, Inc. ("ISDA"), and will be governed in all respects by the 2000 Definitions (except that any references to "Swap Transactions" in the 2000 Definitions will be deemed to be references to "Transactions"). The 2000 Definitions are incorporated by reference in, and made part of, this Agreement and each relevant Confirmation as if set forth in full in this Agreement and such Confirmation. In the event of any inconsistency between the 2000 Definitions and any other definitions incorporated into a Confirmation, the definitions incorporated in the Confirmation will prevail for the

purpose of the relevant Transaction. In the event of any inconsistency between the provisions of this Agreement and the 2000 Definitions, this Agreement will prevail. In the event of any inconsistency between the provisions of any Confirmation, this Agreement and the applicable 2000 Definitions, such Confirmation will prevail for the purpose of the relevant Transaction.

**(h) Procedures for Entering into Transactions.**

(i) Section 8(e)(ii) is hereby amended by deleting “(whether orally or otherwise”) and replacing it with “(whether directly or indirectly via brokers or other intermediaries, orally, in writing, through an electronic marketplace, or otherwise)”.

(ii) For each Transaction entered into hereunder, Party A shall promptly after the date the parties reach agreement on the terms of a Transaction as contemplated by the first sentence of Section 8(e)(ii), send to Party B a Confirmation via facsimile transmission. Party B agrees to respond to such Confirmation within three (3) Local Business Days after receipt thereof by Party B either confirming agreement thereto or requesting a correction for any error(s) contained therein. Failure by Party B to respond within such period shall not affect the validity or enforceability of such Transaction and shall be deemed to be an affirmation of the terms contained in such Confirmation, absent manifest error on the Confirmation. The Parties agree that any exchange of facsimile transmissions shall constitute a Confirmation for all purposes hereunder.

**(i) Set-off and Terminated Transactions.**

(i) Upon the designation or deemed designation of an Early Termination Date, in addition to and not in limitation of any other right or remedy (including any right to setoff, counterclaim, or otherwise withhold payment) under applicable law, the Non-defaulting Party or the non-Affected Party (in either case, "X") may, at its option and in its discretion, setoff any amounts payable by X (or any of X's Affiliates) to the Defaulting Party or Affected Party (in either case, "Y") under this Agreement or otherwise, against any amounts payable by Y to X (or any of X's Affiliates) under this Agreement or otherwise (irrespective of currency, place of payment or booking office of obligation). The obligations of Y and X under this Agreement in respect of such amounts shall be deemed satisfied and discharged to the extent of any such setoff. To the extent necessary, X may convert the amounts subject to the setoff into the Termination Currency at the applicable prevailing exchange rate. X will give Y notice of any setoff effected under this section as soon as practicable after the setoff is effected provided that failure to give such notice shall not affect the validity of the setoff.

(ii) Nothing herein shall be effective to create a charge or other security interest. This setoff provision shall be without prejudice and in addition to any right of setoff, combination of accounts, lien or other right to which any party is at any time otherwise entitled (whether by operation of law, contract or otherwise). If an obligation is unascertained, X may in good faith estimate that obligation and set-off in respect of the estimate, subject to the relevant party accounting to the other when the obligation is ascertained.

(iii) Notwithstanding any provision to the contrary contained in the Agreement, X shall not be required to pay to Y any amount under Section 6(e) until X receives confirmation satisfactory to it in its reasonable discretion that all other obligations of any kind whatsoever (whether pursuant to Specified Indebtedness as defined herein or otherwise) of Y to make any

payments to X (or any of X's Affiliates) under this Agreement or otherwise, which are due and payable as of the Early Termination Date hereof, have been fully and finally performed.

(j) **Absence of Litigation.** Section 3(c) of this Agreement is hereby amended by adding in the second line thereof, after the word "governmental", the words "or regulatory".

(k) **Recording of Conversations.** Each party to this Agreement acknowledges and agrees to the tape or electronic recording of conversations between the parties to this Agreement whether by one or both of the parties, and that any such recordings may be submitted in evidence in any action or proceeding relating to this Agreement or any Transaction.

(l) **Default Rate, Highest Lawful Rate.** The definition of "Default Rate" set forth in Section 12 of the Agreement is hereby deleted in its entirety and replaced with the following definition:

**"Default Rate"** means a per annum rate of interest equal to two percent (2%) over the prime lending rate as may from time to time be published in The Wall Street Journal under "Money Rates".

Notwithstanding any provision to the contrary contained in this Agreement, in no event shall the Default Rate, Non-default Rate or Termination Rate exceed the Highest Lawful Rate (as defined in Part 4(o) hereof).

(m) **LIMITATION OF LIABILITY.** NO PARTY SHALL BE REQUIRED TO PAY OR BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES (WHETHER OR NOT ARISING FROM ITS NEGLIGENCE) TO ANY OTHER PARTY; PROVIDED, HOWEVER, THAT NOTHING IN THIS PROVISION SHALL AFFECT THE ENFORCEABILITY OF SECTION 6(e) OF THIS AGREEMENT. IF AND TO THE EXTENT ANY PAYMENT REQUIRED TO BE MADE PURSUANT TO THIS AGREEMENT IS DEEMED TO CONSTITUTE LIQUIDATED DAMAGES, THE PARTIES ACKNOWLEDGE AND AGREE THAT SUCH DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE AND THAT SUCH PAYMENT IS INTENDED TO BE A REASONABLE APPROXIMATION OF THE AMOUNT OF SUCH DAMAGES AND NOT A PENALTY.

(n) **Transfers.** Section 7 is hereby amended by (1) adding in the third line thereof after the word "party" the words "which consent shall not be unreasonably withheld or delayed" and (2) adding the following after subsection (b) as a new paragraph:

(c) Notwithstanding the foregoing, either party may transfer its rights, obligations and interests (including rights to payments) hereunder, in whole but not in part, to any Affiliate of such party provided that (i) the transferee is an entity formed or organized under state law within the United States, and (ii) the obligations of the transferee hereunder are first guaranteed by such party, or its Credit Support Provider, if any, in accordance with a guarantee agreement (and any other applicable documentation) in form and substance satisfactory to the other party. The right of each party to transfer its rights and obligations pursuant to this provision is subject to the additional conditions that such transfer shall not give rise to a Potential Event of Default, an Event of Default or Termination Event with respect to any transferee, party, or Specified Entity.

(o) **Additional Definitions.** Section 12 of the Agreement is hereby amended to add the following definitions in their appropriate alphabetical order:

(i) **"Act"** shall mean the City Charter of the City of Long Beach, the City of Long Beach Municipal Code, and other applicable local, state and federal law.

(ii) **"Credit Rating"** shall mean, on any date of determination, (x) with respect to Party A, its issuer rating by the specified rating agency, and (y) with respect to Party B, [insert description of issue rating of Bonds or other credit rating] by the specified rating agency.

(iii) **"Highest Lawful Rate"** shall mean, with respect to each party, the maximum non-usurious interest rate, if any, that at any time or from time to time may be contracted for, taken, reserved, charged or received on the subject indebtedness under the law applicable to such party which is presently in effect or, to the extent allowed by law, may hereafter be in effect and which allows a higher maximum non-usurious interest rate than applicable law presently allows.

(iv) **"Incipient Illegality"** shall mean (a) the enactment by any legislative body with competent jurisdiction over a Governmental Entity of legislation which, if adopted as law, would render unlawful (i) the performance by a Governmental Entity of any absolute or contingent obligation to make a payment or delivery or to receive a payment or delivery in respect of a Transaction or the compliance by a Governmental Entity with any other material provision of this Agreement relating to such Transaction or (ii) the performance by a Governmental Entity of any contingent or other obligation which such Governmental Entity has under any Credit Support Document relating to such Transaction, (b) any assertion in any proceeding, forum or action by a Governmental Entity, in respect of such Governmental Entity or any Governmental Entity located or organized under the laws of the state in which such Governmental Entity is located to the effect that performance under this Agreement or similar agreements is unlawful or (c) the occurrence with respect to a Governmental Entity of any event that constitutes an Illegality."

(v) **"Internal Policies"** shall mean a party's (1) internal credit limits applicable to individual entities, (2) other limits on doing business with entities domiciled in certain jurisdictions or engaging in certain activities, or (3) internal restrictions on doing business with entities with whom such party has had prior adverse business relations.

(vi) **"Moody's"** shall mean Moody's Investors Service, Inc., or its successor.

(vii) **"Permitted Partnership Event"** shall mean any reconstitution or reformation of, withdrawal of a partner from, death of a partner of, or admission of a partner to any of such entities, in each case after giving effect to which (a) such entity continues to be a partnership organized under the laws of the United States, (b) such entity continues to conduct substantially the same business in which it was engaged immediately prior thereto, (c) no Event of Default or Additional Event of Default shall have occurred hereunder, and (d) the creditworthiness of such entity is not materially weaker than it was immediately prior to such action.

(viii) **"Resulting Entity"** shall have the meaning set forth in Part 1(h)(ii) of this Schedule.

(ix) **"S&P"** shall mean Standard & Poor's Rating Services.

[(x) **"Special Fund"** shall mean a fund or account of the Governmental Entity out of which amounts shall be paid to satisfy all of the Governmental Entity's obligations under this Agreement.]

(xi) **"Subsidiary"** shall mean, with respect to any entity, (A) any corporation of which more than 50% of the outstanding capital stock having ordinary voting power to elect a majority of the board of directors of such corporation is at the time directly or indirectly owned by such entity or by any Subsidiary of such entity, (B) any partnership of which such entity or any Subsidiary of such entity is a general partner, or (C) any limited liability company in which such entity or any Subsidiary of such entity is a member or manager and with an aggregate interest of more than 50%.

(p) **Additional Provisions.**

(i) Section 6(d)(i) of this Agreement is amended by changing the word "conclusive" in the seventh line to read "prima facie".

(ii) Section 6(e)(iv) of this Agreement is amended by deleting the word "additional" in the fourth line and inserting after the word "damages" in the fourth line the words: "other than those recoverable under section 6(e)".

(q) **Existing Transactions.** To the extent that Party A and Party B have entered into swaps, options or other financial derivative transactions ("Existing Transactions") prior to the execution of this Agreement, they hereby agree that such Existing Transactions shall for all purposes be deemed to be Transactions hereunder and shall be subject to all of the terms of this Agreement. The provisions of this Agreement shall amend and supersede any conflicting provisions set forth in any confirmation or other agreements governing the Existing Transactions.

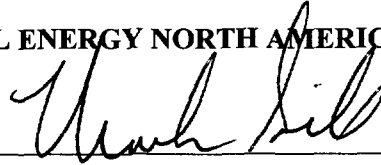
(r) **Termination of the Agreement.** Unless an event described in Section 5 has occurred and is continuing or an Early Termination Date has occurred or been deemed to have occurred, each of the parties hereto may terminate the Agreement at any time by at least thirty days' prior written notice to the other party, provided that such termination will not affect any outstanding Transaction and the provisions of this Agreement will continue to apply until all the obligations of the parties under this Agreement have been performed fully.

**Part 5. Commodity Transactions.**

The 1993 ISDA Commodity Derivatives Definitions, as supplemented by the 2000 Supplement, (the "1993 Definitions") are hereby incorporated by reference with respect to any "Transactions", as defined in the 1993 Definitions, in commodities, except as otherwise specifically provided in the relevant Confirmation. In the event that there is any inconsistency between the 2000 Definitions and the 1993 Definitions, the 1993 Definitions will prevail with respect to any Transaction in commodities. The Confirmation for each such Transaction shall be substantially in the form of either (a) one of the Exhibits to the 1993 Definitions or, (b) in such other form as the parties may agree.


IN WITNESS WHEREOF, the parties have executed this document on the respective dates specified below with effect from the date specified on the first page of this document.

SHELL ENERGY NORTH AMERICA (US), L.P.

By: 

Name: **MARK GILL**  
Title: **VICE PRESIDENT-CREDIT**  
Date: **10/4/07**

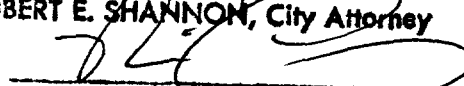


CITY OF LONG BEACH  
BY   
Name: **PATRICK H WEST**  
Title: **CITY MANAGER**  
Date: **10/11/07**

ASSISTANT TO SECTION 501 OF THE CITY CHARTER.

APPROVED AS TO FORM

10/11/2007  
ROBERT E. SHANNON, City Attorney

By   
DEPUTY CITY ATTORNEY

# ISDA®

International Swaps and Derivatives Association, Inc.

## CREDIT SUPPORT ANNEX

to the Schedule to the

.....

dated as of November 1, 2007

between

Shell Energy North America (US), L.P. and City of Long Beach  
.....

("Party A")

("Party B")

This Annex supplements, forms part of, and is subject to, the above-referenced Agreement, is part of its Schedule and is a Credit Support Document under this Agreement with respect to each party.

Accordingly, the parties agree as follows:—

### Paragraph 1. Interpretation

(a) *Definitions and Inconsistency.* Capitalized terms not otherwise defined herein or elsewhere in this Agreement have the meanings specified pursuant to Paragraph 12, and all references in this Annex to Paragraphs are to Paragraphs of this Annex. In the event of any inconsistency between this Annex and the other provisions of this Schedule, this Annex will prevail, and in the event of any inconsistency between Paragraph 13 and the other provisions of this Annex, Paragraph 13 will prevail.

(b) *Secured Party and Pledgor.* All references in this Annex to the "Secured Party" will be to either party when acting in that capacity and all corresponding references to the "Pledgor" will be to the other party when acting in that capacity; *provided, however,* that if Other Posted Support is held by a party to this Annex, all references herein to that party as the Secured Party with respect to that Other Posted Support will be to that party as the beneficiary thereof and will not subject that support or that party as the beneficiary thereof to provisions of law generally relating to security interests and secured parties.

### Paragraph 2. Security Interest

Each party, as the Pledgor, hereby pledges to the other party, as the Secured Party, as security for its Obligations, and grants to the Secured Party a first priority continuing security interest in, lien on and right of Set-off against all Posted Collateral Transferred to or received by the Secured Party hereunder. Upon the Transfer by the Secured Party to the Pledgor of Posted Collateral, the security interest and lien granted hereunder on that Posted Collateral will be released immediately and, to the extent possible, without any further action by either party.

**Paragraph 3. Credit Support Obligations**

(a) **Delivery Amount.** Subject to Paragraphs 4 and 5, upon a demand made by the Secured Party on or promptly following a Valuation Date, if the Delivery Amount for that Valuation Date equals or exceeds the Pledgor's Minimum Transfer Amount, then the Pledgor will Transfer to the Secured Party Eligible Credit Support having a Value as of the date of Transfer at least equal to the applicable Delivery Amount (rounded pursuant to Paragraph 13). Unless otherwise specified in Paragraph 13, the "**Delivery Amount**" applicable to the Pledgor for any Valuation Date will equal the amount by which:

(i) the Credit Support Amount

exceeds

(ii) the Value as of that Valuation Date of all Posted Credit Support held by the Secured Party.

(b) **Return Amount.** Subject to Paragraphs 4 and 5, upon a demand made by the Pledgor on or promptly following a Valuation Date, if the Return Amount for that Valuation Date equals or exceeds the Secured Party's Minimum Transfer Amount, then the Secured Party will Transfer to the Pledgor Posted Credit Support specified by the Pledgor in that demand having a Value as of the date of Transfer as close as practicable to the applicable Return Amount (rounded pursuant to Paragraph 13). Unless otherwise specified in Paragraph 13, the "**Return Amount**" applicable to the Secured Party for any Valuation Date will equal the amount by which:

(i) the Value as of that Valuation Date of all Posted Credit Support held by the Secured Party

exceeds

(ii) the Credit Support Amount.

"**Credit Support Amount**" means, unless otherwise specified in Paragraph 13, for any Valuation Date (i) the Secured Party's Exposure for that Valuation Date plus (ii) the aggregate of all Independent Amounts applicable to the Pledgor, if any, minus (iii) all Independent Amounts applicable to the Secured Party, if any, minus (iv) the Pledgor's Threshold; *provided, however*, that the Credit Support Amount will be deemed to be zero whenever the calculation of Credit Support Amount yields a number less than zero.

**Paragraph 4. Conditions Precedent, Transfer Timing, Calculations and Substitutions**

(a) **Conditions Precedent.** Each Transfer obligation of the Pledgor under Paragraphs 3 and 5 and of the Secured Party under Paragraphs 3, 4(d)(ii), 5 and 6(d) is subject to the conditions precedent that:

(i) no Event of Default, Potential Event of Default or Specified Condition has occurred and is continuing with respect to the other party; and

(ii) no Early Termination Date for which any unsatisfied payment obligations exist has occurred or been designated as the result of an Event of Default or Specified Condition with respect to the other party.

(b) **Transfer Timing.** Subject to Paragraphs 4(a) and 5 and unless otherwise specified, if a demand for the Transfer of Eligible Credit Support or Posted Credit Support is made by the Notification Time, then the relevant Transfer will be made not later than the close of business on the next Local Business Day; if a demand is made after the Notification Time, then the relevant Transfer will be made not later than the close of business on the second Local Business Day thereafter.

(c) **Calculations.** All calculations of Value and Exposure for purposes of Paragraphs 3 and 6(d) will be made by the Valuation Agent as of the Valuation Time. The Valuation Agent will notify each party (or the other party, if the Valuation Agent is a party) of its calculations not later than the Notification Time on the Local Business Day following the applicable Valuation Date (or in the case of Paragraph 6(d), following the date of calculation).



(d) *Substitutions.*

(i) Unless otherwise specified in Paragraph 13, upon notice to the Secured Party specifying the items of Posted Credit Support to be exchanged, the Pledgor may, on any Local Business Day, Transfer to the Secured Party substitute Eligible Credit Support (the "Substitute Credit Support"); and

(ii) subject to Paragraph 4(a), the Secured Party will Transfer to the Pledgor the items of Posted Credit Support specified by the Pledgor in its notice not later than the Local Business Day following the date on which the Secured Party receives the Substitute Credit Support, unless otherwise specified in Paragraph 13 (the "Substitution Date"); *provided* that the Secured Party will only be obligated to Transfer Posted Credit Support with a Value as of the date of Transfer of that Posted Credit Support equal to the Value as of that date of the Substitute Credit Support.

**Paragraph 5. Dispute Resolution**

If a party (a "Disputing Party") disputes (I) the Valuation Agent's calculation of a Delivery Amount or a Return Amount or (II) the Value of any Transfer of Eligible Credit Support or Posted Credit Support, then (1) the Disputing Party will notify the other party and the Valuation Agent (if the Valuation Agent is not the other party) not later than the close of business on the Local Business Day following (X) the date that the demand is made under Paragraph 3 in the case of (I) above or (Y) the date of Transfer in the case of (II) above, (2) subject to Paragraph 4(a), the appropriate party will Transfer the undisputed amount to the other party not later than the close of business on the Local Business Day following (X) the date that the demand is made under Paragraph 3 in the case of (I) above or (Y) the date of Transfer in the case of (II) above, (3) the parties will consult with each other in an attempt to resolve the dispute and (4) if they fail to resolve the dispute by the Resolution Time, then:

(i) In the case of a dispute involving a Delivery Amount or Return Amount, unless otherwise specified in Paragraph 13, the Valuation Agent will recalculate the Exposure and the Value as of the Recalculation Date by:

(A) utilizing any calculations of Exposure for the Transactions (or Swap Transactions) that the parties have agreed are not in dispute;

(B) calculating the Exposure for the Transactions (or Swap Transactions) in dispute by seeking four actual quotations at mid-market from Reference Market-makers for purposes of calculating Market Quotation, and taking the arithmetic average of those obtained; *provided* that if four quotations are not available for a particular Transaction (or Swap Transaction), then fewer than four quotations may be used for that Transaction (or Swap Transaction); and if no quotations are available for a particular Transaction (or Swap Transaction), then the Valuation Agent's original calculations will be used for that Transaction (or Swap Transaction); and

(C) utilizing the procedures specified in Paragraph 13 for calculating the Value, if disputed, of Posted Credit Support.

(ii) In the case of a dispute involving the Value of any Transfer of Eligible Credit Support or Posted Credit Support, the Valuation Agent will recalculate the Value as of the date of Transfer pursuant to Paragraph 13.

Following a recalculation pursuant to this Paragraph, the Valuation Agent will notify each party (or the other party, if the Valuation Agent is a party) not later than the Notification Time on the Local Business Day following the Resolution Time. The appropriate party will, upon demand following that notice by the Valuation Agent or a resolution pursuant to (3) above and subject to Paragraphs 4(a) and 4(b), make the appropriate Transfer.

**Paragraph 6. Holding and Using Posted Collateral**

(a) **Care of Posted Collateral.** Without limiting the Secured Party's rights under Paragraph 6(c), the Secured Party will exercise reasonable care to assure the safe custody of all Posted Collateral to the extent required by applicable law, and in any event the Secured Party will be deemed to have exercised reasonable care if it exercises at least the same degree of care as it would exercise with respect to its own property. Except as specified in the preceding sentence, the Secured Party will have no duty with respect to Posted Collateral, including, without limitation, any duty to collect any Distributions, or enforce or preserve any rights pertaining thereto.

(b) **Eligibility to Hold Posted Collateral; Custodians.**

(i) **General.** Subject to the satisfaction of any conditions specified in Paragraph 13 for holding Posted Collateral, the Secured Party will be entitled to hold Posted Collateral or to appoint an agent (a "Custodian") to hold Posted Collateral for the Secured Party. Upon notice by the Secured Party to the Pledgor of the appointment of a Custodian, the Pledgor's obligations to make any Transfer will be discharged by making the Transfer to that Custodian. The holding of Posted Collateral by a Custodian will be deemed to be the holding of that Posted Collateral by the Secured Party for which the Custodian is acting.

(ii) **Failure to Satisfy Conditions.** If the Secured Party or its Custodian fails to satisfy any conditions for holding Posted Collateral, then upon a demand made by the Pledgor, the Secured Party will, not later than five Local Business Days after the demand, Transfer or cause its Custodian to Transfer all Posted Collateral held by it to a Custodian that satisfies those conditions or to the Secured Party if it satisfies those conditions.

(iii) **Liability.** The Secured Party will be liable for the acts or omissions of its Custodian to the same extent that the Secured Party would be liable hereunder for its own acts or omissions.

(c) **Use of Posted Collateral.** Unless otherwise specified in Paragraph 13 and without limiting the rights and obligations of the parties under Paragraphs 3, 4(d)(ii), 5, 6(d) and 8, if the Secured Party is not a Defaulting Party or an Affected Party with respect to a Specified Condition and no Early Termination Date has occurred or been designated as the result of an Event of Default or Specified Condition with respect to the Secured Party, then the Secured Party will, notwithstanding Section 9-207 of the New York Uniform Commercial Code, have the right to:

(i) sell, pledge, rehypothecate, assign, invest, use, commingle or otherwise dispose of, or otherwise use in its business any Posted Collateral it holds, free from any claim or right of any nature whatsoever of the Pledgor, including any equity or right of redemption by the Pledgor; and

(ii) register any Posted Collateral in the name of the Secured Party, its Custodian or a nominee for either.

For purposes of the obligation to Transfer Eligible Credit Support or Posted Credit Support pursuant to Paragraphs 3 and 5 and any rights or remedies authorized under this Agreement, the Secured Party will be deemed to continue to hold all Posted Collateral and to receive Distributions made thereon, regardless of whether the Secured Party has exercised any rights with respect to any Posted Collateral pursuant to (i) or (ii) above.

(d) **Distributions and Interest Amount.**

(i) **Distributions.** Subject to Paragraph 4(a), if the Secured Party receives or is deemed to receive Distributions on a Local Business Day, it will Transfer to the Pledgor not later than the following Local Business Day any Distributions it receives or is deemed to receive to the extent that a Delivery Amount would not be created or increased by that Transfer, as calculated by the Valuation Agent (and the date of calculation will be deemed to be a Valuation Date for this purpose).

(ii) **Interest Amount.** Unless otherwise specified in Paragraph 13 and subject to Paragraph 4(a), in lieu of any interest, dividends or other amounts paid or deemed to have been paid with respect to Posted Collateral in the form of Cash (all of which may be retained by the Secured Party), the Secured Party will Transfer to the Pledgor at the times specified in Paragraph 13 the Interest Amount to the extent that a Delivery Amount would not be created or increased by that Transfer, as calculated by the Valuation Agent (and the date of calculation will be deemed to be a Valuation Date for this purpose). The Interest Amount or portion thereof not Transferred pursuant to this Paragraph will constitute Posted Collateral in the form of Cash and will be subject to the security interest granted under Paragraph 2.

#### **Paragraph 7. Events of Default**

For purposes of Section 5(a)(iii)(1) of this Agreement, an Event of Default will exist with respect to a party if:

- (i) that party fails (or fails to cause its Custodian) to make, when due, any Transfer of Eligible Collateral, Posted Collateral or the Interest Amount, as applicable, required to be made by it and that failure continues for two Local Business Days after notice of that failure is given to that party;
- (ii) that party fails to comply with any restriction or prohibition specified in this Annex with respect to any of the rights specified in Paragraph 6(c) and that failure continues for five Local Business Days after notice of that failure is given to that party; or
- (iii) that party fails to comply with or perform any agreement or obligation other than those specified in Paragraphs 7(i) and 7(ii) and that failure continues for 30 days after notice of that failure is given to that party.

#### **Paragraph 8. Certain Rights and Remedies**

(a) **Secured Party's Rights and Remedies.** If at any time (1) an Event of Default or Specified Condition with respect to the Pledgor has occurred and is continuing or (2) an Early Termination Date has occurred or been designated as the result of an Event of Default or Specified Condition with respect to the Pledgor, then, unless the Pledgor has paid in full all of its Obligations that are then due, the Secured Party may exercise one or more of the following rights and remedies:

- (i) all rights and remedies available to a secured party under applicable law with respect to Posted Collateral held by the Secured Party;
- (ii) any other rights and remedies available to the Secured Party under the terms of Other Posted Support, if any;
- (iii) the right to Set-off any amounts payable by the Pledgor with respect to any Obligations against any Posted Collateral or the Cash equivalent of any Posted Collateral held by the Secured Party (or any obligation of the Secured Party to Transfer that Posted Collateral); and
- (iv) the right to liquidate any Posted Collateral held by the Secured Party through one or more public or private sales or other dispositions with such notice, if any, as may be required under applicable law, free from any claim or right of any nature whatsoever of the Pledgor, including any equity or right of redemption by the Pledgor (with the Secured Party having the right to purchase any or all of the Posted Collateral to be sold) and to apply the proceeds (or the Cash equivalent thereof) from the liquidation of the Posted Collateral to any amounts payable by the Pledgor with respect to any Obligations in that order as the Secured Party may elect.

Each party acknowledges and agrees that Posted Collateral in the form of securities may decline speedily in value and is of a type customarily sold on a recognized market, and, accordingly, the Pledgor is not entitled to prior notice of any sale of that Posted Collateral by the Secured Party, except any notice that is required under applicable law and cannot be waived.

(b) **Pledgor's Rights and Remedies.** If at any time an Early Termination Date has occurred or been designated as the result of an Event of Default or Specified Condition with respect to the Secured Party, then (except in the case of an Early Termination Date relating to less than all Transactions (or Swap Transactions) where the Secured Party has paid in full all of its obligations that are then due under Section 6(e) of this Agreement):

(i) the Pledgor may exercise all rights and remedies available to a pledgor under applicable law with respect to Posted Collateral held by the Secured Party;

(ii) the Pledgor may exercise any other rights and remedies available to the Pledgor under the terms of Other Posted Support, if any;

(iii) the Secured Party will be obligated immediately to Transfer all Posted Collateral and the Interest Amount to the Pledgor; and

(iv) to the extent that Posted Collateral or the Interest Amount is not so Transferred pursuant to (iii) above, the Pledgor may:

(A) Set-off any amounts payable by the Pledgor with respect to any Obligations against any Posted Collateral or the Cash equivalent of any Posted Collateral held by the Secured Party (or any obligation of the Secured Party to Transfer that Posted Collateral); and

(B) to the extent that the Pledgor does not Set-off under (iv)(A) above, withhold payment of any remaining amounts payable by the Pledgor with respect to any Obligations, up to the Value of any remaining Posted Collateral held by the Secured Party, until that Posted Collateral is Transferred to the Pledgor.

(c) **Deficiencies and Excess Proceeds.** The Secured Party will Transfer to the Pledgor any proceeds and Posted Credit Support remaining after liquidation, Set-off and/or application under Paragraphs 8(a) and 8(b) after satisfaction in full of all amounts payable by the Pledgor with respect to any Obligations; the Pledgor in all events will remain liable for any amounts remaining unpaid after any liquidation, Set-off and/or application under Paragraphs 8(a) and 8(b).

(d) **Final Returns.** When no amounts are or thereafter may become payable by the Pledgor with respect to any Obligations (except for any potential liability under Section 2(d) of this Agreement), the Secured Party will Transfer to the Pledgor all Posted Credit Support and the Interest Amount, if any.

#### **Paragraph 9. Representations**

Each party represents to the other party (which representations will be deemed to be repeated as of each date on which it, as the Pledgor, Transfers Eligible Collateral) that:

(i) it has the power to grant a security interest in and lien on any Eligible Collateral it Transfers as the Pledgor and has taken all necessary actions to authorize the granting of that security interest and lien;

(ii) it is the sole owner of or otherwise has the right to Transfer all Eligible Collateral it Transfers to the Secured Party hereunder, free and clear of any security interest, lien, encumbrance or other restrictions other than the security interest and lien granted under Paragraph 2;

(iii) upon the Transfer of any Eligible Collateral to the Secured Party under the terms of this Annex, the Secured Party will have a valid and perfected first priority security interest therein (assuming that any central clearing corporation or any third-party financial intermediary or other entity not within the control of the Pledgor involved in the Transfer of that Eligible Collateral gives the notices and takes the action required of it under applicable law for perfection of that interest); and

(iv) the performance by it of its obligations under this Annex will not result in the creation of any security interest, lien or other encumbrance on any Posted Collateral other than the security interest and lien granted under Paragraph 2.

**Paragraph 10. Expenses**

- (a) *General.* Except as otherwise provided in Paragraphs 10(b) and 10(c), each party will pay its own costs and expenses in connection with performing its obligations under this Annex and neither party will be liable for any costs and expenses incurred by the other party in connection herewith.
- (b) *Posted Credit Support.* The Pledgor will promptly pay when due all taxes, assessments or charges of any nature that are imposed with respect to Posted Credit Support held by the Secured Party upon becoming aware of the same, regardless of whether any portion of that Posted Credit Support is subsequently disposed of under Paragraph 6(c), except for those taxes, assessments and charges that result from the exercise of the Secured Party's rights under Paragraph 6(c).
- (c) *Liquidation/Application of Posted Credit Support.* All reasonable costs and expenses incurred by or on behalf of the Secured Party or the Pledgor in connection with the liquidation and/or application of any Posted Credit Support under Paragraph 8 will be payable, on demand and pursuant to the Expenses Section of this Agreement, by the Defaulting Party or, if there is no Defaulting Party, equally by the parties.

**Paragraph 11. Miscellaneous**

- (a) *Default Interest.* A Secured Party that fails to make, when due, any Transfer of Posted Collateral or the Interest Amount will be obligated to pay the Pledgor (to the extent permitted under applicable law) an amount equal to interest at the Default Rate multiplied by the Value of the items of property that were required to be Transferred, from (and including) the date that Posted Collateral or Interest Amount was required to be Transferred to (but excluding) the date of Transfer of that Posted Collateral or Interest Amount. This interest will be calculated on the basis of daily compounding and the actual number of days elapsed.
- (b) *Further Assurances.* Promptly following a demand made by a party, the other party will execute, deliver, file and record any financing statement, specific assignment or other document and take any other action that may be necessary or desirable and reasonably requested by that party to create, preserve, perfect or validate any security interest or lien granted under Paragraph 2, to enable that party to exercise or enforce its rights under this Annex with respect to Posted Credit Support or an Interest Amount or to effect or document a release of a security interest on Posted Collateral or an Interest Amount.
- (c) *Further Protection.* The Pledgor will promptly give notice to the Secured Party of, and defend against, any suit, action, proceeding or lien that involves Posted Credit Support Transferred by the Pledgor or that could adversely affect the security interest and lien granted by it under Paragraph 2, unless that suit, action, proceeding or lien results from the exercise of the Secured Party's rights under Paragraph 6(c).
- (d) *Good Faith and Commercially Reasonable Manner.* Performance of all obligations under this Annex, including, but not limited to, all calculations, valuations and determinations made by either party, will be made in good faith and in a commercially reasonable manner.
- (e) *Demands and Notices.* All demands and notices made by a party under this Annex will be made as specified in the Notices Section of this Agreement, except as otherwise provided in Paragraph 13.
- (f) *Specifications of Certain Matters.* Anything referred to in this Annex as being specified in Paragraph 13 also may be specified in one or more Confirmations or other documents and this Annex will be construed accordingly.

**Paragraph 12. Definitions**

As used in this Annex:—

“*Cash*” means the lawful currency of the United States of America.

“*Credit Support Amount*” has the meaning specified in Paragraph 3.

“*Custodian*” has the meaning specified in Paragraphs 6(b)(i) and 13.

“*Delivery Amount*” has the meaning specified in Paragraph 3(a).

“*Disputing Party*” has the meaning specified in Paragraph 5.

“*Distributions*” means with respect to Posted Collateral other than Cash, all principal, interest and other payments and distributions of cash or other property with respect thereto, regardless of whether the Secured Party has disposed of that Posted Collateral under Paragraph 6(c). Distributions will not include any item of property acquired by the Secured Party upon any disposition or liquidation of Posted Collateral or, with respect to any Posted Collateral in the form of Cash, any distributions on that collateral, unless otherwise specified herein.

“*Eligible Collateral*” means, with respect to a party, the items, if any, specified as such for that party in Paragraph 13.

“*Eligible Credit Support*” means Eligible Collateral and Other Eligible Support.

“*Exposure*” means for any Valuation Date or other date for which Exposure is calculated and subject to Paragraph 5 in the case of a dispute, the amount, if any, that would be payable to a party that is the Secured Party by the other party (expressed as a positive number) or by a party that is the Secured Party to the other party (expressed as a negative number) pursuant to Section 6(e)(ii)(2)(A) of this Agreement as if all Transactions (or Swap Transactions) were being terminated as of the relevant Valuation Time; *provided* that Market Quotation will be determined by the Valuation Agent using its estimates at mid-market of the amounts that would be paid for Replacement Transactions (as that term is defined in the definition of “Market Quotation”).

“*Independent Amount*” means, with respect to a party, the amount specified as such for that party in Paragraph 13; if no amount is specified, zero.

“*Interest Amount*” means, with respect to an Interest Period, the aggregate sum of the amounts of interest calculated for each day in that Interest Period on the principal amount of Posted Collateral in the form of Cash held by the Secured Party on that day, determined by the Secured Party for each such day as follows:

- (x) the amount of that Cash on that day; multiplied by
- (y) the Interest Rate in effect for that day; divided by
- (z) 360.

“*Interest Period*” means the period from (and including) the last Local Business Day on which an Interest Amount was Transferred (or, if no Interest Amount has yet been Transferred, the Local Business Day on which Posted Collateral in the form of Cash was Transferred to or received by the Secured Party) to (but excluding) the Local Business Day on which the current Interest Amount is to be Transferred.

“*Interest Rate*” means the rate specified in Paragraph 13.

“*Local Business Day*”, unless otherwise specified in Paragraph 13, has the meaning specified in the Definitions Section of this Agreement, except that references to a payment in clause (b) thereof will be deemed to include a Transfer under this Annex.

**"Minimum Transfer Amount"** means, with respect to a party, the amount specified as such for that party in Paragraph 13; if no amount is specified, zero.

**"Notification Time"** has the meaning specified in Paragraph 13.

**"Obligations"** means, with respect to a party, all present and future obligations of that party under this Agreement and any additional obligations specified for that party in Paragraph 13.

**"Other Eligible Support"** means, with respect to a party, the items, if any, specified as such for that party in Paragraph 13.

**"Other Posted Support"** means all Other Eligible Support Transferred to the Secured Party that remains in effect for the benefit of that Secured Party.

**"Pledgor"** means either party, when that party (i) receives a demand for or is required to Transfer Eligible Credit Support under Paragraph 3(a) or (ii) has Transferred Eligible Credit Support under Paragraph 3(a).

**"Posted Collateral"** means all Eligible Collateral, other property, Distributions, and all proceeds thereof that have been Transferred to or received by the Secured Party under this Annex and not Transferred to the Pledgor pursuant to Paragraph 3(b), 4(d)(ii) or 6(d)(i) or released by the Secured Party under Paragraph 8. Any Interest Amount or portion thereof not Transferred pursuant to Paragraph 6(d)(ii) will constitute Posted Collateral in the form of Cash.

**"Posted Credit Support"** means Posted Collateral and Other Posted Support.

**"Recalculation Date"** means the Valuation Date that gives rise to the dispute under Paragraph 5; *provided, however,* that if a subsequent Valuation Date occurs under Paragraph 3 prior to the resolution of the dispute, then the "Recalculation Date" means the most recent Valuation Date under Paragraph 3.

**"Resolution Time"** has the meaning specified in Paragraph 13.

**"Return Amount"** has the meaning specified in Paragraph 3(b).

**"Secured Party"** means either party, when that party (i) makes a demand for or is entitled to receive Eligible Credit Support under Paragraph 3(a) or (ii) holds or is deemed to hold Posted Credit Support.

**"Specified Condition"** means, with respect to a party, any event specified as such for that party in Paragraph 13.

**"Substitute Credit Support"** has the meaning specified in Paragraph 4(d)(i).

**"Substitution Date"** has the meaning specified in Paragraph 4(d)(ii).

**"Threshold"** means, with respect to a party, the amount specified as such for that party in Paragraph 13; if no amount is specified, zero.

**"Transfer"** means, with respect to any Eligible Credit Support, Posted Credit Support or Interest Amount, and in accordance with the instructions of the Secured Party, Pledgor or Custodian, as applicable:

(i) in the case of Cash, payment or delivery by wire transfer into one or more bank accounts specified by the recipient;

(ii) in the case of certificated securities that cannot be paid or delivered by book-entry, payment or delivery in appropriate physical form to the recipient or its account accompanied by any duly executed instruments of transfer, assignments in blank, transfer tax stamps and any other documents necessary to constitute a legally valid transfer to the recipient;

(iii) in the case of securities that can be paid or delivered by book-entry, the giving of written instructions to the relevant depository institution or other entity specified by the recipient, together with a written copy thereof to the recipient, sufficient if complied with to result in a legally effective transfer of the relevant interest to the recipient; and

(iv) in the case of Other Eligible Support or Other Posted Support, as specified in Paragraph 13.

***“Valuation Agent”*** has the meaning specified in Paragraph 13.

***“Valuation Date”*** means each date specified in or otherwise determined pursuant to Paragraph 13.

***“Valuation Percentage”*** means, for any item of Eligible Collateral, the percentage specified in Paragraph 13.

***“Valuation Time”*** has the meaning specified in Paragraph 13.

***“Value”*** means for any Valuation Date or other date for which Value is calculated and subject to Paragraph 5 in the case of a dispute, with respect to:

(i) Eligible Collateral or Posted Collateral that is:

(A) Cash, the amount thereof; and

(B) a security, the bid price obtained by the Valuation Agent multiplied by the applicable Valuation Percentage, if any;

(ii) Posted Collateral that consists of items that are not specified as Eligible Collateral, zero; and

(iii) Other Eligible Support and Other Posted Support, as specified in Paragraph 13.



**CREDIT SUPPORT ANNEX  
TO THE SCHEDULE TO THE  
THE ISDA MASTER AGREEMENT**

**dated as of November 1, 2007  
between**

**SHELL ENERGY NORTH AMERICA (US), L.P., ("Party A").**

**and**

**CITY OF LONG BEACH, CALIFORNIA (Party "B")**

**Paragraph 13. Elections and Variables**

- (a) ***Security Interest for "Obligations"***. The term "**Obligations**" as used in this Annex includes the following additional obligations:  
With respect to Party A: None  
With respect to Party B: None

- (b) ***Credit Support Obligations.***

- (i) ***Delivery Amount, Return Amount and Credit Support Amount:***

(A) "***Delivery Amount***" has the meaning specified in Paragraph 3(a).

(B) "***Return Amount***" has the meaning specified in Paragraph 3(b).

(C) "***Credit Support Amount***" has the meaning specified in Paragraph 3.

- (ii) ***Eligible Collateral.*** The following items will qualify as "***Eligible Collateral***" for the party specified:

	<u>Eligible Collateral</u>	<u>Party A</u>	<u>Party B</u>	<u>Valuation Percentage</u>
(A)	Cash	[X]	[X]	100%
(B)	Other:	N/A	N/A	N/A

- (iii) ***Other Eligible Support.*** The following items will qualify as "***Other Eligible Support***" for the party specified:

<u>Other Eligible Support</u>	<u>Party A</u>	<u>Party B</u>	<u>Valuation Percentage</u>
Letter of Credit (as described in Paragraph 13(j)).	[X]	[X]	100% of the Value of the Other Eligible Support unless (i) a Letter of Credit Default shall apply with respect to such Letter of Credit, or (ii) fifteen or fewer Business Days remain prior to the expiration of such Letter of Credit, in either of which case the Valuation Percentage shall be zero.

(iv) **Thresholds.**

(A) "**Independent Amount**" means with respect to Party A: Not Applicable.  
"**Independent Amount**" means with respect to Party B: Not Applicable.

(B) "**Threshold**" means, on any date of determination, the highest of (x) the amount set forth in the following table opposite the highest applicable Credit Rating for such party or such party's Credit Support Provider, as the case may be; or (y) if such party's Credit Support Provider is providing a guaranty as a Credit Support Document to this Agreement, the amount of any dollar limit contained in such guaranty; or (z) zero if on that date an Event of Default or an Additional Termination Event has occurred and is continuing with respect to that party or its Credit Support Provider:

<u>Party's or Credit Support Provider's Credit Rating</u>		<u>Threshold</u>
Moody's	S & P	
A3 or above	A- or above	\$30,000,000
Baa1	BBB+	\$20,000,000
Baa2	BBB	\$10,000,000
Baa3	BBB-	\$5,000,000
Baa3 (Credit Watch)	BBB- (Credit Watch)	\$0
Below Baa3	Below BBB-	\$0

(C) "**Minimum Transfer Amount**" means \$1.

(D) **Rounding.** The Delivery Amount will be rounded up, and the Return Amount will be rounded down, to the nearest integral multiple of \$250,000.

(c) **Valuation and Timing.**

(i) "**Valuation Agent**" means, for purposes of Paragraphs 3 and 5, the party making the demand under Paragraph 3, and for the purposes of Paragraph 6(d), the Secured Party receiving or deemed to receive the Distributions or the Interest Amount, as applicable; provided, however, that in all cases, if an Event of Default, or Potential Event of Default, has occurred and is continuing with respect to the party designated as the Valuation Agent, then, in such case, and for so long as the Event of Default or Potential Event of Default continues, the other party will be the Valuation Agent.

(ii) "**Valuation Date**" means any Local Business Day.

(iii) "**Valuation Time**" means:

the close of business in the city of the Valuation Agent on the Valuation Date or date of calculation, as applicable;

the close of business on the Local Business Day before the Valuation Date or date of calculation, as applicable;

**provided**, that the calculations of Value and Exposure will be made as of approximately the same time on the same date.

(iv) "**Notification Time**" means 1:00 p.m., New York time, on a Local Business Day.

(d) **Conditions Precedent and Secured Party's Rights and Remedies.** The following Termination Event(s) will be a "Specified Condition" for the party specified (that party being the Affected Party if the Termination Event occurs with respect to that party):

<b>Termination Event</b>	<b><u>Party A</u></b>	<b><u>Party B</u></b>
Illegality	Not Applicable	Not Applicable
Tax Event	Not Applicable	Not Applicable
Tax Event Upon Merger	Not Applicable	Not Applicable
Credit Event Upon Merger	Applicable	Applicable
Additional Termination Event(s):	Applicable	Applicable

(e) **Substitution.**

(i) "**Substitution Date**" has the meaning specified in Paragraph 4(d)(ii).

(ii) **Consent.** Inapplicable, which means that no consent of the Secured Party is required for any substitution pursuant to Paragraph 4(d).

(f) **Dispute Resolution.**

(i) "**Resolution Time**" means 1:00 p.m., New York time, on the Local Business Day following the date on which the notice is given that gives rise to a dispute under Paragraph 5.

(ii) **Value.** For the purpose of Paragraphs 5(i)(C) and 5(ii), the Value of Posted Credit Support in the form of Cash will be the face amount thereof.

(iii) **Alternative.** The provisions of Paragraph 5 will apply.

(g) **Holding and Using Posted Collateral.**

(i) **Eligibility to Hold Posted Collateral; Custodians.** Party A and its Custodian will be entitled to hold Posted Collateral pursuant to Paragraph 6(b); **provided** that the following conditions applicable to it are satisfied:

(1) No Event of Default or Additional Termination Event has occurred and is continuing with respect to Party A.

(2) Posted Collateral may be held only in the following jurisdictions: United States of America.

(3) Party A maintains a Credit Rating of at least A3 by Moody's or at least A- by S & P.

(4) The Custodian, if applicable, for Party A is a Qualified Institution and shall hold all Posted Collateral in a Collateral Account (as defined in Paragraph 13(k) hereof).

If the conditions in g(i)(1), (2) and (3) are not satisfied with respect to Party A, then Party A shall be required to hold Posted Collateral with a Custodian.

Initially, the **Custodian** for Party A is not applicable.

Party B and its Custodian will be entitled to hold Posted Collateral pursuant to Paragraph 6(b); **provided** that the following conditions applicable to it are satisfied:

(1) No Event of Default or Additional Termination Event has occurred and is continuing with respect to Party B.

(2) Posted Collateral may be held only in the following jurisdictions: United States of America.

(3) Party B or its Credit Support Provider, as applicable, maintains a Credit Rating of at least A3 by Moody's or at least A- by S & P.

(4) The Custodian, if applicable, for Party B is a Qualified Institution and shall hold all Posted Collateral in a Collateral Account.

If the conditions in g(i)(1), (2) and (3) are not satisfied with respect to Party B, then Party B shall be required to hold Posted Collateral with a Custodian.

Initially, the **Custodian** for Party B is not applicable.

In the event a party eligible to hold Posted Collateral no longer satisfies the conditions set forth in g(i)(1),(2) and (3) (a "Downgrade Event"), it shall be required to deliver (or cause to be delivered), not later than the close of business on the second Local Business Day following such Downgrade Event, all Posted Collateral in its possession or held on its behalf to a Collateral Account in a Qualified Institution.

In the event Posted Collateral is held by a Custodian, the Secured Party may direct the Pledgor to transfer or deliver Eligible Collateral directly into the Secured Party's Collateral Account(s). The Secured Party may move the Collateral Accounts from one Qualified Institution to another upon reasonable notice to the Pledgor. The Secured Party shall have no interest in the Posted Collateral except the security interest, lien and right of Set-off granted in Paragraph 2 until it has acquired some greater interest by exercise of its rights pursuant to Paragraph 8. The Secured Party shall cause statements concerning the Posted Collateral transferred or delivered by the

Pledgor to be sent to the Pledgor on request, which may not be made more frequently than once in each calendar month.

In the event a Qualified Institution holding Posted Collateral for the Secured Party ceases to meet the requirements to be a Qualified Institution, due to a downgrade of its Credit Rating or otherwise, the Secured Party shall transfer the Posted Collateral to another Qualified Institution within ten (10) Local Business Days after it receives notice of such event.

(ii) **Use of Posted Collateral.** The provisions of Paragraph 6(c) will apply to Party A and Party B; provided, however, if a party is required to hold Posted Collateral with a Custodian because conditions g(i)(1), (2) and (3) are not satisfied, then Paragraph 6(c) will not apply to such party.

(h) **Distributions and Interest Amount.**

(i) **Interest Rate.** The "**Interest Rate**" will be at a rate per annum equal to the Federal Funds Rate determined daily as provided in the Definitions for USD - Federal Funds- H.15. Such interest shall be calculated on the basis of the actual number of days elapsed and on the basis of a year of 360 days.

(ii) **Transfer of Interest Amount.** The Transfer of the Interest Amount will be made monthly on the third Local Business Day of the following month and on any Local Business Day that Posted Collateral in the form of Cash is Transferred to the Pledgor pursuant to Paragraph 3(b).

(iii) **Alternative to Interest Amount.** The provisions of Paragraph 6(d)(ii) will apply.

(i) **Additional Representation(s).**

Party A/Party B represents to the other party (which representation(s) will be deemed to be repeated as of each date on which it, as the Pledgor, Transfers Eligible Collateral) that: Not Applicable.

(j) **Other Eligible Support and Other Posted Support.**

(i) "**Value**" with respect to Other Eligible Support and Other Posted Support means the stated amount (undrawn portion) of any Letter of Credit maintained by the Pledgor (or its Credit Support Provider) for the benefit of the Secured Party, multiplied by the applicable Valuation Percentage.

(ii) "**Transfer**" with respect to Other Eligible Support and Other Posted Support means:

(1) For purposes of Paragraph 3(a), delivery of the Letter of Credit by the Pledgor or issuer of the Letter of Credit to the Secured Party at the address of the Secured Party specified in the Notices Section of this Agreement, or delivery of an executed amendment to such Letter of Credit (extending the term or increasing the amount available to the Secured Party thereunder) by the Pledgor or the issuer of the Letter of Credit to the Secured Party at address of the Secured Party specified in the Notices Section of this Agreement; and

(2) For purposes of Paragraph 3(b), by the return of an outstanding Letter of Credit by the Secured Party to the Pledgor, at the address of the Pledgor specified in the Notices Section of this Agreement, or delivery of an executed amendment to the Letter of Credit in form and substance satisfactory to the Pledgor (reducing the amount available to the Secured Party thereunder) by the Pledgor or the issuer of the Letter of Credit to the Secured Party at the Secured Party's address specified in the Notices Section of this Agreement. If a Transfer is to be effected by a reduction in the amount of an outstanding Letter of Credit previously issued for the benefit of the Secured Party, the Secured Party shall not unreasonably withhold its consent to a commensurate reduction in the amount of such Letter of Credit and shall take such action as is reasonably necessary to effectuate such reduction.

(iii) **Letter of Credit Provisions.** Other Eligible Support and Other Posted Support provided in the form of a Letter of Credit (as defined in Paragraph 13(k) hereof) shall be subject to the following provisions:

(1) A Letter of Credit shall provide that a drawing may be made on the Letter of Credit in an amount (up to the face amount for which the Letter of Credit has been issued) that is equal to all amounts that are due and owing from the Pledgor but have not been paid to the Secured Party within the time allowed for such payments under this Agreement (including any related notice or grace period or both). A drawing may be made on the Letter of Credit in this instance upon submission to the bank issuing the Letter of Credit of one or more certificates specifying the amounts due and owing to the Secured Party in accordance with the specific requirements of the Letter of Credit. The Pledgor shall remain liable for any amounts due and owing to the Secured Party and remaining unpaid after the application of the amounts so drawn by the Secured Party.

(2) A Letter of Credit shall also provide that a drawing may be made of the entire, undrawn portion of such Letter of Credit if the Pledgor shall fail to renew or cause the renewal of each outstanding Letter of Credit at least ten (10) Business Days prior to the expiration of the relevant Letter of Credit. A drawing may be made on the Letter of Credit in this instance upon submission to the bank issuing such Letter of Credit of one or more certificates that such failure has occurred in accordance with the specific requirements of the Letter of Credit. The cash proceeds from any such draw on a Letter of Credit shall be held by the Secured Party as Eligible Collateral under this Annex. Notwithstanding the foregoing, the Secured Party shall not be entitled to make such a drawing unless the Delivery Amount applicable to the Pledgor at such time equals or exceeds the Pledgor's Minimum Transfer Amount.

(3) As one method of providing Eligible Credit Support, the Pledgor may increase the amount of an outstanding Letter of Credit or establish one or more additional Letters of Credit.

(4) If a party's Credit Support Provider shall furnish a Letter of Credit hereunder, the amount otherwise required under such Letter of Credit may at the option of such Credit Support Provider be reduced by the amount of any Letter of Credit established by such party (but only for such time as such party's Letter of Credit shall be in effect). In the event a party shall be required to furnish a Letter of Credit hereunder, the amount otherwise required under such Letter of Credit may at the option of such party be reduced by the amount of any Letter of Credit established by such party's Credit Support Provider (but only for such time as such Credit Support Provider's Letter of Credit shall be in effect).

(5) Upon the occurrence of a Letter of Credit Default, the Pledgor agrees to deliver a substitute Letter of Credit or other Eligible Credit Support to the Secured Party in an amount at least equal to that of the Letter of Credit to be replaced on or before the first (1st) Business Day after written demand by the Secured Party (or the fifth (5<sup>th</sup>) Business Day if only clause (i) under the definition of Letter of Credit Default applies).

(6) Notwithstanding Paragraph 10, in all cases, the costs and expenses (including but not limited to the reasonable costs, expenses, and external attorneys' fees of the Secured Party) of establishing, renewing, substituting, canceling, increasing and reducing the amount of (as the case may be) one or more Letters of Credit shall be borne by the Pledgor.

(7) Section 7 (i) of the Credit Support Annex is hereby amended to delete the words "Eligible Collateral, Posted Collateral" and replace them with the words "Eligible Credit Support, Posted Credit Support".

(8) For purposes of Paragraph 8(a)(ii), the Secured Party may draw on any outstanding Letter of Credit (Other Posted Support) in an amount equal to any amounts payable by the Pledgor with respect to any Obligations.

(9) For purposes of Paragraph 8(b)(ii), the Secured Party will be obligated immediately to Transfer any Letter of Credit to the Pledgor. To the extent that the Letter of Credit is not so Transferred to the Pledgor, the Pledgor may do any one or more of the following: (x)(i) Set-off any amounts payable by the Pledgor with respect to any Obligations against any such Letter of Credit held by the Secured Party, and (ii) to the extent its rights to Set-off are not exercised, withhold payment of any remaining amounts payable by the Pledgor with respect to any Obligations, up to the Value of any remaining Posted Collateral and the Value of any Letter of Credit held by the Secured Party, until any such Posted Collateral and such Letter of Credit is Transferred to the Pledgor; and (y) exercise rights and remedies available to the Pledgor under the terms of the Letter of Credit.

(k) **Additional Definitions.** As used in this Annex:

**"Bonds"** means [insert description of any bonds issued by Party B].

**"Collateral Account"** shall mean one or more accounts with a Qualified Institution, each of which accounts may include property of other parties but will bear a title indicating the Pledgor's interest in said account and the Posted Collateral in such account and that all property entered in such Collateral Account was delivered as security.

**"Credit Rating"** shall mean, on any date of determination, (A)(i) with respect to Party A, its issuer rating by the specified rating agency, and (ii) with respect to Party B, [insert description of issue rating of Bonds or other credit rating], and (B) with respect to a financial institution, its long-term senior unsecured debt rating or its deposit rating by the specified rating agency.

**"Letter of Credit"** shall mean an irrevocable, transferable, standby letter of credit maintained for the benefit of the Secured Party that is issued by a Qualified Institution containing the terms set forth in Paragraph 13(j) hereof, and such additional terms as are required by the issuing bank and are satisfactory to the Secured Party.

**"Letter of Credit Default"** shall mean with respect to an outstanding Letter of Credit, the occurrence of any of the following events: (i) the issuer of such Letter of Credit shall fail to maintain Credit Ratings of at least "A-" by S & P and at least "A3" by Moody's; (ii) the issuer of the Letter of Credit shall fail to comply with or perform its obligations under such Letter of Credit, including but not limited to a failure to honor the Secured Party's properly documented request to draw on such Letter of Credit, if such failure shall be continuing after the lapse of any applicable grace period; (iii) the issuer of such Letter of Credit shall disaffirm, disclaim, repudiate or reject, in whole or in part, or challenge the validity of, such Letter of Credit; (iv) such Letter of Credit shall expire or terminate, or shall fail or cease to be in full force and effect at any time during the term of the Agreement; or (v) any event analogous to an event specified in Section 5(a)(vii) of this Agreement shall occur with respect to the issuer of such Letter of Credit; provided, however, that no Letter of Credit Default shall occur in any event with respect to a Letter of Credit after the time such Letter of Credit is required to be canceled or returned to the Pledgor in accordance with the terms of this Annex.

**"Moody's"** shall mean Moody's Investors Service, Inc., or its successor.

**"Qualified Institution"** means the domestic office of a commercial bank or trust company (which is not an Affiliate of either party) (i) organized under the laws of the United States (or any state or a political subdivision thereof), (ii) having assets of at least \$10 billion, and (iii) having Credit Ratings of at least A3 by Moody's and at least A- by S & P.

**"S&P"** shall mean Standard & Poor's Ratings Services (a division of McGraw-Hill, Inc.) or its successor.

(l) ***Demands and Notices.*** All demands, specifications, and notices under this Annex will be made pursuant to the Section 12 ("Notices") of this Agreement.

(m) ***Power of Attorney.*** If the Pledgor fails (a) to execute and deliver to the Secured Party such financing statements, assignments, or other documents or (b) to do such other things relating to the Posted Collateral as the Secured Party may reasonably request in order to protect and maintain its security interest in the Posted Collateral and to protect, preserve, and realize upon the Posted Collateral, then the Secured Party is hereby authorized by the Pledgor (but not required) to complete and execute such financing statements, assignments, and other documents as the Secured Party deems appropriate for such purposes. The Pledgor hereby appoints the Secured Party, during the term of this Agreement, as the Pledgor's agent and attorney-in-fact to complete and execute such financing statements, assignments and other documents and to perform all other acts which the Secured Party may deem appropriate to protect and maintain its security interest in the Posted Collateral and to protect, preserve, and realize upon the Posted Collateral. The power-of-attorney granted herein to the Secured Party is coupled with an interest and is irrevocable during the term of this Agreement.



(n) *Other Provisions.* None.

SHELL ENERGY NORTH AMERICA (US), L.P.

By: Mark Gill

Name: MARK GILL  
Title: VICE PRESIDENT-CREDIT  
Date: 10/4/07



CITY OF LONG BEACH

ASSISTANT

By: Christine J. Shippey

Name: Patrick H. West  
Title: City Manager  
Date: 10/11/07

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

APPROVED AS TO FORM

10/11, 2007  
ROBERT E. SHANNON, City Attorney  
By: [Signature]  
DEPUTY CITY ATTORNEY



*Shell Energy North America (US), L.P.*

**CONFIRMATION FOR COMMODITY OPTION TRANSACTION**

Date: November 1, 2007

To: City of Long Beach, California ("Long Beach")  
2400 E. Spring Street  
Long Beach, CA 90806

From: Shell Energy North America (US), L.P.  
("SENA")  
909 Fannin, Plaza Level 1  
Houston, Texas 77010

Attn: Business Operations Manager  
Fax: 562.570.2008

Transaction No. TBD

Dear Sir/Madam:

The purpose of this letter agreement is to confirm the terms and conditions of the transaction entered into between us on the Trade Date specified below ("Transaction"). This letter agreement constitutes a "Confirmation" as referred to in the Agreement specified below.

1. Terms of Transaction: The terms of the Transaction to which this Confirmation relates are as follows:

Trade Date: November 1, 2007  
Type of Transaction: Financial Put Option  
Commodity: Natural Gas  
Buyer: SENA  
Seller: Long Beach  
Automatic Exercise: Applicable

<u>Period Number</u>	<u>Calculation Period</u>	<u>Notional Quantity Per Calculation Period in MMBtu per day</u>	<u>Payment Date</u>	<u>Strike Price USD per MMBtu</u>	<u>Floating Price USD per MMBtu</u>
1	01-Nov-07 31-Mar-09	See Attachment 1	The 5 <sup>th</sup> Business Day of each Month	\$5.50	NGI_SOCAL

NGI\_SOCAL

The "Southern Cal Border Avg" Bidweek Avg. price for delivery during the applicable Calculation Period in the "California " section of the table entitled "Spot Gas Prices" located in the first issue of Natural Gas Intelligence Weekly Gas Price Index published during the applicable Pricing Date(s).

Premium Payment: Zero

For purposes of the calculations of the Floating Price(s), all numbers shall be rounded to four places.

2. Price Calculations: If the Floating Price is less than the Strike Price for any calendar month during a given Calculation Period, the Counterparty shall pay to SENA an amount equal to the product calculated as: the Notional Quantity for such Calculation period multiplied by the amount by which the Floating Price for such calendar month is less than the Strike Price for such Calculation Period multiplied by the number of days in such calendar month. No amounts shall be payable by SENA other than the Premium Payment.

3. Monthly Payments: Payment of amounts owed by Counterparty to SENA for any calendar month during a Calculation Period shall be made no later than the Payment Date occurring in such calendar month, as set forth in the table above.

4. ISDA Master Agreement: This Confirmation supplements, forms a part of, and is subject to, the ISDA Master Agreement (Multicurrency Cross Border) dated as of November 1, 2007 (the "Agreement"), as amended and supplemented from time to time, between you and us. All provisions contained or incorporated by reference in the Agreement shall govern this Confirmation except as expressly modified herein. Defined terms used not otherwise defined in this Confirmation shall have the meaning given to them in the Agreement. Each party represents and warrants to the other: (i) it is duly authorized to enter into this Transaction and to perform its obligations hereunder, and (ii) the person executing this Confirmation is duly authorized to execute and deliver it.

5. Payment Instructions/Notices:

SENA Energy Holding, L.P.

Pay to: Shell Energy North America (US), L.P.  
Citibank, N.A.  
New York, New York  
ABA [REDACTED]  
Account No. [REDACTED]

Address: Shell Energy North America (US), L.P.  
909 Fannin, Plaza Level 1  
Houston, Texas 77010  
Notices: (713) 767-5375 - Phone  
(713) 230-7580 - Facsimile  
Invoices: (713) 230-7824/1937 - Phone  
(713) 265-4824/1937 - Facsimile

Pay to: \_\_\_\_\_  
City of Long Beach, California  
Union Bank  
  
ABA [REDACTED]  
Account No. [REDACTED]

Address: 2400 East Spring Street  
Long Beach, CA 90806  
  
Notices: (562) 570-2001 - Phone  
(562) 570-2008 - Facsimile  
Invoices: (562) 570-2001 - Phone  
(562) 570-2008 - Facsimile

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 sending this Confirmation (or a copy hereof) to us by facsimile transmission within three (3) Business Days after your receipt of this Confirmation (or notifying of any bona fide error that would require revision in order to accurately reflect our agreement of the Transaction). If you fail to so reply within such time period, terms hereof will constitute binding and conclusive evidence of the Transaction. We look forward to receiving your prompt reply.

**PLEASE SIGN AND RETURN TO SHELL ENERGY NORTH AMERICA (US), L.P. ,  
ATTENTION: ENERGY ADMINISTRATION, AT FAX NO. (713) 230-7580.**

Sincerely,

Shell Energy North America (US), L.P.

By: PA Butler  
Name: Patricia Butler  
Title: Contracts Manager  
Date: November 1, 2007

*MB*

City of Long Beach, California

By: Christine J. Shippey  
Name: Patrick H. West  
Title: City Manager  
Date: 10/11/07

APPROVED AS TO FORM  
10/11, 2007  
ROBERT E. SHANNON, City Attorney  
By: [Signature]  
DEPUTY CITY ATTORNEY

ATTACHMENT 1

Notional Quantity per Calculation Period in MMBtu per Month

Month	Volume (MMBtu)
Nov-07	375,000
Dec-07	475,000
Jan-08	375,000
Feb-08	305,000
Mar-08	840,000
Apr-08	803,000
May-08	687,000
Jun-08	618,000
Jul-08	572,000
Aug-08	524,700
Sep-08	528,000
Oct-08	672,000
Nov-08	375,000
Dec-08	475,000
Jan-09	375,000
Feb-09	305,000
Mar-09	840,000



*Shell Energy North America (US), L.P.*

**CONFIRMATION FOR SWAP TRANSACTION**

Date: November 1, 2007

To: City of Long Beach, California  
("Long Beach")  
2400 E. Spring Street  
Long Beach , CA 90806  
Attn: Business Operations Manager  
Fax: 562.570.2008

From: Shell Energy North America (US), L.P.  
("SENA")  
909 Fannin Plaza Level 1  
Houston, TX 77010  
Attn: Contract Administration  
Fax: 713.230.7580

Transaction No. TBD

Dear Sir/Madam:

The purpose of this letter agreement is to confirm the terms and conditions of the transaction entered into between us on the Trade Date specified below (the "Transaction"). This letter agreement constitutes a "Confirmation" as referred to in the Agreement specified below.

1. Terms of Transaction: The terms of the Transaction to which this Confirmation relates are as follows:

Trade Date: November 1, 2007

Type of Transaction: Financial Swap

Commodity: Natural Gas

Period Number	Calculation Period	Notional Quantity Per Calculation Period (MMBTU)	Payment Date	Long Beach Pays USD (Fixed Price)	SENA Pays USD (Floating Price)
1	01-Nov-2007 31-Mar-2009	See Attachment 1	The 5 <sup>th</sup> Business Day of each Month	\$8.20	NGI_SOCAL

NGI\_SOCAL

The "Southern Cal Border Avg" Bidweek Avg. price for delivery during the applicable Calculation Period in the "California " section of the table entitled "Spot Gas Prices" located in the first issue of Natural Gas Intelligence Weekly Gas Price Index published during the applicable Pricing Date(s).

Period Number	Pricing	Date(s)
1	01-Oct-2007	31-Mar-2007

For purposes of the calculations of the Floating Price(s), all numbers shall be rounded to four places.

2. Price Calculations: If the Floating Price is greater than the Fixed Price for each Calculation Period, then SENA pays Long Beach an amount equal to the product of the Notional Quantity per Calculation Period multiplied by the excess of (i) the Floating Price over (ii) the Fixed Price. If the Fixed Price is greater than the Floating Price for each Calculation Period, then Long Beach pays SENA an amount equal to the product of the Notional Quantity per Calculation Period multiplied by the excess of (i) the Fixed Price over (ii) the Floating Price.

3. ISDA Master Agreement: This Confirmation supplements, forms a part of, and is subject to, the ISDA Master Agreement (Multicurrency-Cross Border) dated as of November 1, 2007 (the "Agreement"), as amended and supplemented from time to time, between you and us. All provisions contained or incorporated by reference in the Agreement shall govern this Confirmation except as expressly modified herein. Defined terms used but not otherwise defined in this Confirmation shall have the meaning given to them in the Agreement. Each party represents and warrants to the other that (i) it is duly authorized to enter into this Transaction and to perform its obligations hereunder, and (ii) the person executing this Confirmation is duly authorized to execute and deliver it.

4. Payment Instructions/Notices:

SENA Energy Holding, L.P.

Pay to: Shell Energy North America (US), L.P.  
Citibank, NA  
New York, New York  
ABA [REDACTED]  
Account No. [REDACTED]

Address: Shell Energy North America (US), L.P.  
909 Fannin, Plaza Level 1  
Houston, Texas 77010  
Notices: (713) 767-5375 - Phone  
(713) 230-7580 - Facsimile  
Invoices: (713) 230-7824/1937 - Phone  
(713) 265-4824/1937 - Facsimile

---

Pay to: City of Long Beach  
Union Bank  
None  
ABA [REDACTED]  
Account No. [REDACTED]

Address: 2400 East Spring Street  
Long Beach, CA90806

Notices: (562) 570-2001 - Phone  
(562) 570-2008 - Facsimile

Invoices: (562) 570-2001 - Phone  
(562) 570-2008 - Facsimile

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 by facsimile transmission within three (3) Business Days after your receipt of this Confirmation (or notifying us of any bona fide error that would require revision in order to accurately reflect our agreement of the Transaction). 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.

**PLEASE SIGN AND RETURN TO SHELL ENERGY NORTH AMERICA (US), L.P.  
ATTENTION: ENERGY ADMINISTRATION, AT FAX NO. (713) 230-7580.**

Sincerely,

Shell Energy North America (US), L.P.

By: *PA Butler*

Name: Patricia Butler

Title: Contracts Manager

Date: November 1, 2007

*MB*

City of Long Beach

**EXECUTED PURSUANT  
TO SECTION 301 OF  
ASSISTANT THE CITY CHARTER.**

By: *Christine J. Shipley*

Name: *Patrick H. West*

Title: *City Manager*

Date: *10/11/07*

**APPROVED AS TO FORM**

*10/11/07*  
**ROBERT E. SHANNON, City Attorney**

By: *[Signature]*

**DEPUTY CITY ATTORNEY**



## ATTACHMENT 1

### Notional Quantitiy per Calculation Period in MMBtu per Month

Month	Volume (MMBtu)
Nov-07	375,000
Dec-07	475,000
Jan-08	375,000
Feb-08	305,000
Mar-08	0
Apr-08	0
May-08	0
Jun-08	0
Jul-08	0
Aug-08	0
Sep-08	0
Oct-08	0
Nov-08	375,000
Dec-08	475,000
Jan-09	375,000
Feb-09	305,000
Mar-09	0



*Shell Energy North America (US), L.P.*

**CONFIRMATION FOR COMMODITY OPTION TRANSACTION**

Date: November 1, 2007

To: City of Long Beach, Gas & Oil Department ("Long Beach")  
2400 E. Spring Street  
Long Beach, CA 90806

From: Shell Energy North America (US), L.P.  
("SENA")  
909 Fannin, Plaza Level 1  
Houston, Texas 77010

Attn: Business Operations Manager  
Fax: 562.570.2008

Attn: Contract Administration  
Fax: 713.230.7580

Transaction No.

tbd

Dear Sir/Madam:

The purpose of this letter agreement is to confirm the terms and conditions of the transaction entered into between us on the Trade Date specified below (the "Transaction"). This letter agreement constitutes a "Confirmation" as referred to in the Agreement specified below.

1. Terms of Transaction: The terms of the Transaction to which this Confirmation relates are as follows:

Trade Date: November 1, 2007  
Type of Transaction: Financial Call Option  
Commodity: Natural Gas  
Buyer: Long Beach  
Seller: SENA  
Automatic Exercise: Applicable

<u>Period Number</u>	<u>Calculation Period</u>	<u>Notional Quantity Per Calculation Period in MMBtu per day</u>	<u>Payment Date</u>	<u>Strike Price USD per MMBtu</u>	<u>Floating Price USD per MMBtu</u>
1	01-Nov-07 31-Mar-09	See Attachment 1	The 5 <sup>th</sup> Business Day of each Month	\$10.50	NGI_SOCAL

NGI\_SOCAL

The "Southern Cal Border Avg" Bidweek Avg. price for delivery during the applicable Calculation Period in the "California " section of the table entitled "Spot Gas Prices" located in the first issue of Natural Gas Intelligence Weekly Gas Price Index published during the applicable Pricing Date(s).

Premium Payment: Zero

For purposes of the calculations of the Floating Price(s), all numbers shall be rounded to four places.

2. Price Calculations: If the Floating Price is greater than the Strike Price for any calendar month during a given Calculation Period, then SENA shall pay to Counterparty an amount equal to the product calculated as: the Notional Quantity for such Calculation period, multiplied by the amount by which the Floating Price for such calendar month exceeds the Strike Price for such Calculation Period, multiplied by the number of days in such calendar month. No amounts shall be payable by Counterparty other than the Premium Payment.

3. Monthly Payments: Payment of amounts owed by SENA to Counterparty for any calendar month during a Calculation Period shall be made no later than the Payment Date occurring in such calendar month, as set forth in the table above.

4. ISDA Master Agreement: This Confirmation supplements, forms a part of, and is subject to, the ISDA Master Agreement (Multicurrency-Cross Border) dated as of November 1, 2007 (the "Agreement"), as amended and supplemented from time to time, between you and us. All provisions contained or incorporated by reference in the Agreement shall govern this Confirmation except as expressly modified herein. Defined terms used but not otherwise defined in this Confirmation shall have the meaning given to them in the Agreement. Each party represents and warrants to the other that (i) it is duly authorized to enter into this Transaction and to perform its obligations hereunder, and (ii) the person executing this Confirmation is duly authorized to execute and deliver it.

5. Payment Instructions/Notices:

SENA Energy Holding, L.P.

Pay to: Shell Energy North America (US), L.P.  
Citibank, N.A.  
New York, New York  
ABA [REDACTED]  
Account No. [REDACTED]

Address: Shell Energy North America (US), L.P.  
909 Fannin, Plaza Level 1  
Houston, Texas 77010  
Notices: (713) 767-5375 - Phone  
(713) 230-7580 - Facsimile  
Invoices: (713) 230-7824/1937 - Phone  
(713) 265-4824/1937 - Facsimile

Pay to: \_\_\_\_\_  
City of Long Beach, California  
Union Bank  
ABA [REDACTED]  
Account No. [REDACTED]

Address: 2400 East Spring Street  
Long Beach, CA 90806  
Notices: (562) 570-2001 - Phone  
(562) 570-2008 - Facsimile  
Invoices: (562) 570-2001 - Phone  
(562) 570-2008 - Facsimile

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**PLEASE SIGN AND RETURN TO SHELL ENERGY NORTH AMERICA (US), L.P. ,  
ATTENTION: ENERGY ADMINISTRATION, AT FAX NO. (713) 230-7580.**

Sincerely,

Shell Energy North America (US), L.P.

By: PA Butler  
Name: Patricia L. Butler  
Title: Contracts Manager  
Date: \_\_\_\_\_

MA

City of Long Beach, California **EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.**

By: **ASSISTANT**  
Christine J. Shuppen  
Name: Patrick H. West  
Title: City Manager  
Date: 10/11/07

**APPROVED AS TO FORM**  
10/11, 2007  
**ROBERT E. SHANNON, City Attorney**  
By: [Signature]  
**DEPUTY CITY ATTORNEY**

ATTACHMENT 1

Notional Quantity per calculation period in MMBtu per Month

Month	Volume (MMBtu)
Nov-07	375,000
Dec-07	475,000
Jan-08	375,000
Feb-08	305,000
Mar-08	0
Apr-08	0
May-08	0
Jun-08	0
Jul-08	0
Aug-08	0
Sep-08	0
Oct-08	0
Nov-08	375,000
Dec-08	475,000
Jan-09	375,000
Feb-09	305,000
Mar-09	0