

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, APPROVING A POWER PURCHASE AGREEMENT BETWEEN THE CITY AND PETERBILT MOTORS COMPANY, A DIVISION OF PACCAR INC.; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Denton (the “City”) owns and operates an electric utility which provides electric energy and related services to all customers within Denton Municipal Electric’s (“DME”) Public Utilities Commission of Texas (“PUCT”) certificated jurisdiction; and

WHEREAS, the City and Peterbilt Motors Company have agreed to terms and conditions for the City’s provision of electric energy and are set forth in a power purchase agreement (“PPA”) which is attached as Exhibit “A” and incorporated herein for all purposes; and

WHEREAS, the City Council finds the unredacted PPA should be sealed and exempted from public disclosure, as permitted by the provisions of §552.133 of the Texas Government Code, as a document that is reasonably related to a competitive electric matter, the disclosure of which would provide an advantage to the competitors or prospective competitors of the City’s municipal electric operation (“Competitive Information”); and

WHEREAS, the City Council finds that it is in the public interest that it exercises its right under the Texas Government Code to lawfully safeguard and keep the PPA sealed, as it contains Competitive Information; and

WHEREAS, the City Council finds that it is in the public interest that a copy of the PPA, redacted of Competitive Information, be made available to the public; and

WHEREAS, the City Council further finds that the PPA is in the best interest of DME’s customers; NOW, THEREFOR,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The recitations contained in the preamble of this ordinance are incorporated herein by reference as findings of the City Council.

SECTION 2. The City Council approves and authorizes the City Manager, or designee, and City Secretary, or designee, to execute, attest and deliver, respectively, the PPA, attached as Exhibit “A”, with Peterbilt Motors Company

SECTION 3. A copy of the PPA, redacted of Competitive Information, attached Exhibit “A”, shall be available to the public for inspection and copying. Absent lawful order, the original PPA shall not be available for public inspection or copying and will be sealed as provided for in Section 5.

SECTION 4. The City Council approves and authorizes the City Manager, or designee, to take such additional actions as the City Manager, or designee, determines to be necessary and advisable to continue to effectuate the purpose, terms, and conditions of the PPA.

SECTION 5. Immediately following the execution, attestation, and delivery of the PPA, the City Secretary is directed to seal and maintain the PPA in their custody and control, as documents excepted from public disclosure under the provisions of Texas Government Code, Section 552.133 unless otherwise lawfully ordered to disclose said documents.

SECTION 6. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____, seconded by _____, and was passed and approved by the following vote [____ - ____]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: *Marcella Lunn*

POWER PURCHASE AGREEMENT

This Power Purchase Agreement (“Agreement”) is between the City of Denton, a Texas home-rule municipal corporation, acting by and through Denton Municipal Electric (“City” or “DME”), and Peterbilt Motors Company, a division of PACCAR Inc (“Peterbilt”) (each, a “Party” and together, the “Parties”).

Recitals

Whereas, the City owns an electric utility with a legislatively created franchise to provide electric power to all customers within the City’s electric utility franchise territory;

Whereas, Peterbilt maintains electric service accounts and facilities located within the City’s electric utility franchise territory and purchases electric service from the City pursuant to City ordinances and the City’s Schedule of Rates for Electric Service; and

Whereas, the Parties desire to enter into this Agreement under which the City will provide electric service to [REDACTED] in support of Peterbilt’s continued operations and economic development activities within the City of Denton, subject to City policies, applicable law, and the terms described herein; and

Now, therefore, for and in consideration of the recitals set forth above, the covenants, terms, conditions and releases herein contained, the receipt and sufficiency of which are acknowledged, the Parties warrant, represent and agree to the following terms:

Agreement

Section 1- definitions

“*Base Rate*” means the rates contained within the City’s Schedule of Rates for Electric Service that do not include the Energy Cost Adjustment (“ECA”) or Transmission Cost Recovery Factor (“TCRF”).

“*Business Day*” means a day on which the City is open for business as prescribed by the City’s annual holiday calendar; and a Business Day shall begin at 8:00 a.m. and close at 5:00 p.m. local time for each Party’s principal place of business.

“*Delivery Point(s)*” means the point(s) where electricity leaves City-owned lines and/or apparatus and enters Peterbilt-owned lines and/or apparatus.

“*Effective Date*” means October 1, 2026.

POWER PURCHASE AGREEMENT

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“*Facilities*” means above-ground and underground distribution lines, transmission lines, equipment, and infrastructure of the City located on Peterbilt property and necessary to deliver electric service.

“*Force Majeure*” means an event or circumstance preventing a Party from performing its obligations under this Agreement, that is not within the reasonable control of or the result of negligence of the claiming Party, and which the claiming Party, by the exercise of due diligence, is unable to overcome or avoid. Force Majeure may include, without limitation: strike or labor stoppage, riot, fire, flood, tornados, invasion, civil commotion, insurrection, embargo, sabotage, epidemics, except for the COVID-19 epidemic, explosions, acts of terrorism, orders of courts or governmental authorities, acts of God, acts or omissions of a transmission or distribution utility, and material changes in law; provided that such events were not in effect at the time of execution.

“*Good Utility Practice*” has the meaning ascribed thereto in the Public Utility Commission of Texas Substantive Rule 25.5(56), as amended, or its successor.

“*Law*” means any law, rule, regulation, order, writ, judgment, decree, or other legal or regulatory determination by a court, regulatory agency, regional transmission organization, or governmental authority of competent jurisdiction.

“*Power*” means energy expressed in megawatt-hours (MWh) and/or capacity expressed in kilovolt-ampere (kVA) or megawatts (MW), as applicable. Energy supplied shall be three-phase, sixty-hertz electric energy delivered at the nominal voltage of the Delivery Point(s).

“*Price*” means total monthly charges calculated and billed, including Base Rates and applicable riders, adjustments, and fees (e.g., ECA,TCRF, late fees, and other tariffed charges).

“*Schedule of Rates for Electric Service*” means the City’s electric rate tariff provided within the City’s ordinances.

[REDACTED]

Section 2- Prior Agreements

There is no current power purchase agreement in effect between the Parties prior to this Agreement;

[REDACTED]

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Section 3- Term Of Agreement; Early Termination

3.1 Term. The term of this Agreement shall begin on the Effective Date and continue through September 30, 2029, unless earlier terminated pursuant to this Agreement (the “Term”).

3.2 Early Termination. Either Party may terminate this Agreement by providing written notice to the other Party at least ninety (90) days prior to October 1 of any year during the Term. If proper notice is provided, this Agreement will terminate effective September 30 of that year.

Section 4- Provision Of Electric Service

4.1 Obligations. Subject to this Agreement, the City shall sell and deliver, or cause to be delivered, and Peterbilt shall purchase and receive, or cause to be received, at the Delivery Point(s), Peterbilt’s electric Power requirements for [REDACTED]. The City shall provide continuous and reliable deliveries of electric Power and shall not interrupt or curtail deliveries except as permitted by the City’s Schedule of Rates for Electric Service, Force Majeure, Good Utility Practice, or pursuant to orders or directives of ERCOT, the Public Utility Commission of Texas (“PUCT”), or the Texas Legislature.

4.2 Title and Risk of Loss. Title to and risk of loss for electric Power transfers from the City to Peterbilt at the Delivery Point(s). The City warrants delivery free and clear of liens or claims arising prior to the Delivery Point(s).

4.3 Condition of Equipment. Peterbilt represents that its electrical facilities comply with applicable codes and standards.

4.4 Grant of Access. When necessary, Peterbilt shall provide the City with reasonable rights of access to Facilities located on Peterbilt property. Upon notice to Peterbilt, the City may enter Peterbilt premises for temporary construction or to effect repairs to Facilities.

Section 5- Price And Delivery Points

5.1 Basis of Rates. Changes to Rates. Monthly charges will be calculated using the City’s effective Schedule of Rates for Electric Service applicable to Peterbilt’s rate class and service characteristics (including Base Rates and applicable riders and adjustments such as ECA, RCA, and TCRF as such terms are defined in such schedule). Any changes to rates or riders or new rates or riders adopted by the City will apply to Peterbilt on a prospective basis pursuant to City ordinance.

[REDACTED]

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[REDACTED]

5.3 Delivery Points. [REDACTED]

5.4 EGR Ineligibility. Peterbilt shall not be eligible to participate in the City’s Economic Growth Rider (“EGR”) at any time during the Term. This restriction applies to all qualifying expansions, load additions, or new facilities associated with Peterbilt during the Term.

Section 6- Metering

6.1 Measurement. Charges are calculated using metering equipment owned, installed, and read by the City. The City will provide measurement data monthly in the invoice. Meter services will be performed by the City in accordance with the applicable tariff and Good Utility Practice.

6.2 Meter Testing. The City will test its meters in accordance with American National Standards Institute (ANSI) schedules and standards. Upon Peterbilt’s notice, the City will perform additional accuracy tests at Peterbilt’s expense within a reasonable time. Following any test, the City will promptly advise Peterbilt of test details and results.

6.3 Invoice Adjustment for Inaccuracy. If a meter is determined to be outside ANSI accuracy standards, proper corrections will be made and charges adjusted accordingly following City ordinances and regulations.

Section 7- Billing

7.1 Invoicing. Within fifteen (15) Business Days after the end of each month, the City shall deliver an invoice reflecting amounts due for Power delivered in the prior month, with calculations provided in the manner detailed in the City’s Schedule of Rates for Electric Service. Peterbilt’s payment is due on the fifteenth (15th) day following receipt of each invoice.

7.2 Late Payments. Late payments will be assessed a late payment charge and interest on past-due balances as provided in the City’s Schedule of Rates for Electric Service.

7.3 Disputed Amounts. Either Party may, in good faith, dispute any invoice. The undisputed portion must be paid when due; the disputing Party shall notify the other Party in writing with the basis and supporting calculations. Payment of the disputed amount is not required until resolution. Upon resolution, any required payment plus interest from (and including) the original due date to (but excluding) the paid date will be included in the next invoice.

Section 8- Events Of Default And Remedies

8.1 Events of Default include:

- (a) Failure to Pay. Failure to make any due payment (other than amounts disputed in good faith) not remedied within five (5) Business Days after written notice.
- (b) Material Breach. Material breach of this Agreement not remedied within thirty (30) days after written notice; provided that if the breach is not reasonably capable of being remedied within thirty days but efforts have commenced and are continuing, the remedy period shall extend to ninety (90) days.

8.2 Remedies. Upon an Event of Default, the non-defaulting Party may:

- (a) Terminate this Agreement upon notice, with an early termination date not later than twenty (20) days after effective notice; and/or
- (b) Exercise remedies available at law or in equity, including recovery of damages and amounts accrued, subject to the limitations herein. Each Party shall use commercially reasonable efforts to mitigate damages.

Section 9- Change In Law

If a material change in law occurs affecting [REDACTED] for electricity, the City's bond covenants, or requiring the City to opt into ERCOT retail competition (or if the City elects retail competition), then to the extent permitted, the provisions of this Agreement will control and such change shall not otherwise alter the Price terms herein. If any change renders this Agreement illegal or unenforceable, the Parties will promptly and in good faith negotiate the minimal changes necessary to comply with law while preserving the benefits, burdens, and obligations of each Party.

Section 10- Force Majeure

In the event that either of the Parties should be delayed in or prevented from performing or carrying out any of the agreements, covenants, and obligations under this Agreement by reason of Force Majeure, then, during the pendency of such Force Majeure but for no longer period, the obligations of the Party affected by the event shall be suspended to the extent required. Neither Party shall be liable to the other Party for, or on account of, any loss, damage, injury, or expense resulting from

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POWER PURCHASE AGREEMENT

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or arising out of any such delay or prevention from performing; provided, however, the pendency of such Force Majeure will be of no greater scope and of no longer duration than is reasonably required by the Force Majeure, and the Party suffering such delay or prevention shall use its commercially reasonable efforts to provide the other Party with written notice within such period as is commercially reasonable under the circumstances after the occurrence of such event and shall take all commercially reasonable efforts to mitigate the effects of such event of Force Majeure and to remove the cause(s) thereof. Neither Party shall be required by the foregoing provisions to settle a strike affecting it except when, according to its best judgment, such a settlement seems advisable.

Section 11- Limitations And Warranties

11.1 Limitation of Peterbilt Liability. Except as provided herein, Peterbilt's sole liability and the City's sole remedy under this Agreement are for Peterbilt to timely pay and the City to collect amounts charged for Power delivered and services rendered, or obligations arising under Section 4. In no event shall Peterbilt be liable for consequential, incidental, punitive, exemplary, or indirect damages, lost profits, or business interruption damages, whether in contract, tort, statute, or otherwise, except to the extent caused by Peterbilt's gross negligence or willful misconduct.

11.2 Limitation of City Liability. To the extent allowed by Texas law, City liability for damage or injury, interruption of service, and disclaimer of warranties shall be as set forth in the General Terms and Conditions of the City's Schedule of Rates for Electric Service and applicable Texas and federal law.

Section 12- Audit

Each Party (and its representatives) may, at its expense and during normal working hours, examine the records of the other Party as necessary to verify statements, charges, or computations under this Agreement. If any examination reveals inaccuracies, adjustments and interest (calculated in accordance with the Texas Government Code, Chapter 2251) shall be promptly made; provided no adjustment will be made unless an objection was raised within two (2) years from statement issuance.

Section 13- Confidentiality

To the extent permitted by law, the Parties will maintain the confidentiality of the competitive portions of this Agreement and information acquired in performance relating to the operations of the other Party. This Agreement is intended to be a power purchase agreement and the competitive portions are exempt from public disclosure under Texas Government Code § 552.133(a-1)(1)(C) and (F). Each Party agrees not to divulge such information to third parties without first providing written notice to the other Party and giving a reasonable opportunity to assert rights under the Texas Public Information Act (Chapter 552, Texas Government Code).

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POWER PURCHASE AGREEMENT

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Section 14- Representations And Warranties

Each Party represents and warrants that:

- (a) It has taken all necessary action to authorize execution, delivery, and performance of this Agreement;
- (b) This Agreement is a valid and binding obligation, enforceable per its terms, subject to laws of general application relating to creditors' rights, bankruptcy, insolvency, and debtor relief;
- (c) Execution and delivery and compliance with this Agreement do not violate or conflict with any organizational documents, statute, regulation, judgment, order, decree, injunction, or material agreement; and
- (d) It is the full and sole owner of claims or causes of action arising from or relating to this Agreement.

Section 15- Miscellaneous

15.1 Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and shall completely and fully supersede all prior understandings or agreements, both written and oral. No representations, inducements, promises, or agreements, oral or otherwise, have been relied upon or made by any Party, or anyone on behalf of a Party, that are not fully expressed in this Agreement. The section titles in this Agreement are only for purposes of convenience and do not form a part of this Agreement and will not be taken to qualify, explain or affect any provision thereof.

15.2 Severability. If any article, section, phrase or portion of this Agreement is held to be invalid, illegal or unenforceable for any reason, such article, section, phrase or portion so adjudged will be deemed separate, severable and independent and replaced automatically by a legal, valid and enforceable provision which most nearly accomplishes and reflects the original intention of the Parties. This Agreement, as so modified, shall remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected thereby. If the application of any provision of this Agreement to any Person or circumstance is determined to be void, unlawful or unenforceable, then that provision shall remain valid, lawful, and enforceable as applied to other Persons and circumstances.

15.3 Amendment; Binding Effect. This Agreement shall become effective and binding upon the Parties as of the Effective Date upon the execution and delivery of this Agreement by each of the Parties. This Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by both Parties. This

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POWER PURCHASE AGREEMENT

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Agreement shall inure to the benefit of all and shall be binding upon the Parties and their respective successors and assigns.

15.4 No Waiver. No waiver of any of the terms of this Agreement shall be binding unless in writing and signed by all Parties hereto. No waiver of any terms of this Agreement shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

15.5 Governing Law; Venue. This Agreement shall be governed by and shall be construed, enforced, and performed in accordance with the Laws of the State of Texas, without regard to principles of conflicts of law that would require the application of the laws of any other jurisdiction. Each Party agrees to the exclusive jurisdiction of the federal and state courts in Denton County, Texas as necessary to enforce this Agreement.

15.6 Waiver of Jury Trial. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP BETWEEN THEM BY THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

15.7 Contract Claims Resolution. The dispute resolution process that is provided for in Texas Government Code, Chapter 2260 shall be used by the Parties to resolve any unresolved claim for breach of contract or any other claimed default arising under this Agreement. Pursuant to said Chapter 2260, the submission, processing, and resolution of any claim made by City and/or Peterbilt is governed by the published rules adopted by the Office of the Texas Attorney General, as are currently effective, hereafter enacted, or subsequently amended.

15.8 Further Assurances. Each Party shall deliver or cause to be delivered to the other Party such instruments, documents, statements, certificates of its officers, accountants, engineers or agents as to matters as may be reasonably requested, and shall make available, upon reasonable request, personnel and records relating to the Party's facilities required to deliver electric power from the City to Peterbilt at Peterbilt's interconnection points with the City to the extent required to carry out the purposes of this Agreement, to fulfill any legal obligation or regulatory reporting requirement, or to ensure the reliability of the City's electric distribution system.

15.9 Further Instruments. The Parties expressly covenant and agree that they will each execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out this Agreement.

15.10 No Rights of Third Parties. This Agreement is intended only for the Parties' benefit and nothing in this Agreement may be construed to create any duty to, or any standard of care concerning, or liability to, any person not a party to this Agreement.

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15.11 Joint Effort. This Agreement has been prepared by the joint efforts of the Parties or the attorneys for the Parties and each Party acknowledges and agrees that the general rule of contract construction providing that the provisions of a contract are to be strictly construed against the drafter of the agreement is hereby waived.

15.12 No Reliance. Neither Party is relying on any promise, undertaking, or understanding not expressly set forth herein.

15.13 No Joint Venture; No Lending of Credit. Nothing herein creates a partnership, joint venture, or other legal entity between the Parties, or a loan or pledge of credit or assets by the State of Texas or the City, as prohibited by the Texas Constitution or otherwise.

15.14 Counterparts. This Agreement may be executed in multiple counterparts, with the same effect as if all Parties hereto had signed the same counterpart. All counterparts shall be construed together and shall constitute one agreement.

15.15 Survival. Provisions expressly or by implication continuing after expiration or termination shall remain in effect, including Sections 5, 9–14, and this Section 15.

15.16 Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party.

15.17 Notices. All notices, requests, statements, or payments shall be made in writing as specified below. Notices required to be in writing shall be delivered by letter, electronic media, facsimile, or another documentary form. Notice shall be deemed to have been received by the close of the day on which it was transmitted or hand delivered (unless transmitted or hand delivered after the close of recipient's business or on a day on which recipient is not open for business, in which case it shall be deemed received at the close of the next day on which recipient is open for business). Notice by overnight mail or overnight courier shall be deemed to have been received one (1) day after it was sent (unless delivered after the close of recipient's business or on a day on which recipient is not open for business, in which case it shall be deemed received on the next day on which recipient is open for business). A Party may change its addresses by providing notice of same in accordance herewith

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If intended for City, to:

Denton Municipal Electric
1659 Spencer Rd
Denton, TX 76205
Fax: (940) 349 7334
Phone: (940) 349 8487
Attn: General Manager

and

City of Denton, Texas
215 East McKinney Street
Denton, TX 76201
Fax: (940) 349 8596
Phone: (940) 349 8560
Attn: City Manager

and

City of Denton
City Attorney
215 East McKinney Street
Denton, TX 76201
Fax: (940) 382-7923
Phone: (940) 349-8333

If intended for Peterbilt

Peterbilt Motors Company
3200 Airport Rd
Denton, TX 76207
Phone: 940-566-7100
Email: [●]
Attn: Plant Manager

and

PACCAR Inc
777 - 106th Ave. N. E
Bellevue, WA 98009
Attn: Director of Indirect Purchasing

15.18 Electronically Transmitted Signatures. Signatures delivered electronically (e.g., .pdf, .jpeg, .tif/.tiff) are deemed original and fully effective for all purposes.

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15.19 Understanding. The Parties represent that they fully understand this Agreement and its terms and, with this understanding, voluntarily enter into this Agreement, as evidenced by signing below.

— — — — — SIGNATURE PAGES FOLLOW — — — — —

POWER PURCHASE AGREEMENT

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CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION

By: _____

Name: _____

Title: City Manager

Date: _____

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

PETERBILT MOTORS COMPANY,

a division of PACCAR Inc

By: _____ E-SIGNED by Jacob Montero
on 2026-04-06 08:07:04 CDT

Name: Jacob Montero

Title: VP and General Manager

Date: April 06, 2026

PACCAR Inc

By: _____ E-SIGNED by Howard Wright
on 2026-04-06 17:00:28 CDT

Name: Howard Wright

Title: Exec Director of Purchasing

Date: April 06, 2026

APPROVED AS TO FORM:

Rafael Virmond _____ E-SIGNED by Rafael Virmond
on 2026-04-03 03:42:44 CDT

[Peterbilt/PACCAR Legal Counsel]

POWER PURCHASE AGREEMENT

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