

DAVID A. PORTZ PC
3000 Bissonnet St. Suite 8306
Houston, TX 77005

Office 713-533-0075
Cell 713-417-9116
david.portz@portzpc.com

February 1, 2017

Via e-mail to Larry.Collister@cityofdenton.com

Mr. Larry Collister
Deputy City Attorney
City Attorney's Office
City of Denton
215 E. McKinney
Denton, TX 76201

Re: Engagement Letter between City of Denton, Texas ("City") and David A. Portz PC ("PPC") dated as of February 28, 2017 (the "Effective Date")

Dear Larry:

This letter describes the basis on which my professional corporation will provide legal services on the matters described below, in continuation of our existing relationship relating to same.

1. Scope of Engagement, Fees, PPC Activities outside Engagement. PPC and Client are entering this services agreement to engage PPC to provide legal counsel to Client on (i) examination, analysis and assistance in negotiation of EEI and NAESB energy commodity Master Agreement documentation with certain designated prospective counterparties of Client, and examination, analysis, assistance in negotiation and preparation of other pertinent documentation related to creation of such commercial relationships, e.g., counterparty credit support documentation or netting arrangements, (ii) examination, analysis and assistance in the negotiation of ISDA Master Agreement documentation with certain designated prospective counterparties of Client, and examination, analysis, assistance in negotiation and preparation of other pertinent documentation related to creation of such commercial relationships, e.g., counterparty credit support documentation and/or Dodd Frank Act ("DFA") contracting and documentation requirements, (iii) assistance with City's preparation for and implementation of DFA-oriented regulatory compliance measures, and (iv) such financial and physical commodities market-related contracting, transactions, matters and issues as Client and Firm may from time to time jointly determine, following requisite conflicts-checking and task definition. We have agreed as to the subject matter of the legal services described in this letter that PPC shall bill the time of David Portz to Client at the rate of \$440.00 per hour for his services. Services hereunder shall be limited such that (i) aggregate fees billed shall not exceed Client's budgeted amount of \$75,000.00 in relation to this agreement, and (ii) aggregate costs billed pursuant to Paragraph 2 below shall not exceed \$10,000.00. This agreement covers PPC's provision of services until June 30,

2018 or the full disbursement hereunder of the above referenced budgeted fees amount, whichever shall earlier occur.

2. Costs: In addition to fees for services, PPC invoices will include allowable, reasonable charges for documented disbursements, including parking, travel (transportation, lodging and meals when pertinent to business travel outside the Houston Texas inner loop area connected with representation of Client), computerized legal research, postage, messenger, courier and third party photocopying services, telephone charges, filing fees, etc. Time spent traveling in connection with Client matters will to the extent practicable be utilized to review and make progress on Client matters subject to this engagement, to maximize the value derived by Client from compensation of PPC for that time.

3. Billings: PPC will render monthly statements of the professional services performed under the engagement, together with an itemization of the expenses incurred for Client's account in connection with such matter. PPC monthly statements will be prepared and e-mailed on or before the 10th day of the month following the month in which services are rendered. Payment is due on or before the end of the month in which such invoice was delivered, assuming all pertinent information is provided on the statement. PPC reserves the right to collect interest at a rate of 3% per annum on any amounts remaining unpaid on a delivered invoice beyond such invoice's due date, as well as to accelerate all unpaid monthly invoiced amounts to a single payment immediately due and owing. On assurances of timely satisfaction by Client of PPC conforming invoices, no retainer amount was specified in relation to this engagement.

4. Task Organization Matters: PPC will strive to meet the timing requirements Client indicates with respect to any projects assigned. PPC is sensitive to the need to be efficient and economical in providing legal services to Client. To that end, PPC will coordinate with you on its delivery of legal services and strive to work closely with Client staff as may be necessary or appropriate to adhere to Client's internal controls and enhance efficiencies. Where PPC is requested by senior commercial or credit representatives of Client to undertake legal services on Client's behalf, PPC shall take up such tasks sensitive to the time constraints communicated but strive to promptly coordinate with you or other pertinent Client legal group members to assure such matters are appropriate to this engagement.

5. Document retention: Unless agreed otherwise, stored PPC materials will be scheduled for disposal following the passage of two years. PPC will take appropriate measures to maintain such materials confidential.

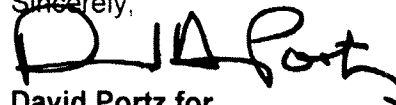
6. Communication with City. PPC recognizes, understands and acknowledges that, as outside legal counsel to the City, PPC is an extension of the City's Legal Department. As such, the City Attorney's office will be the main point of contact with PPC and that communications with the City's electric department, to the extent possible, also include one or more members from the City's Legal Department. Further, the City's Legal Department will receive copies of any and all communication not primarily directed to it. Consistent with my ethical and professional standards, PPC will endeavor to adhere to the Legal Department's directions.

I look forward to continuing work with you, Larry, and serving the City's electric utility, Denton Municipal Electric. Please cause a copy of this letter to be countersigned on behalf of Client and returned to me at your soonest convenience.

David A. Portz PC
2-1-17 Engagement Letter – City of Denton

This agreement when executed will be effective as of the Effective Date.

Sincerely,



David Portz for
David A. Portz PC

Approved and Agreed:

City of Denton, a Texas home-rule municipal corporation

By: _____
Name: _____
Title: _____

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

By: _____

APPROVED AS TO LEGAL FORM:
AARON LEAL, INTERIM CITY ATTORNEY

By:  _____