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**Via Email: JRamsey@welchwildcats.net**

*If no email, Via Fax: 918-788-3734*

December 7, 2021

Welch Public Schools  
Attn: Jeremy Ramsey

Re: Amendment to Gas Sales Agreement (Contract #20108)

We are seeing volatility in trading in the natural gas markets that we have not seen in the past. Over the past several months, we have been monitoring supply and pricing and have been keeping you updated through our bi-weekly newsletter. For the winter strip (Nov 21 thru Mar 22), we are still seeing markets reluctant to trade gas solely for the winter season and the gas that is trading is not priced as it has been historically. Trades for year-long deals are also at an increased price. Historically, we have been able to obtain supply based upon the Inside FERC's Gas Market Report first of the month index posting with minimum adjustment. When your contract with the Exhibit A-1 was proposed and sent, we believed market conditions would settle and allow us to obtain supply as we have in the past, but that does not seem to be the case at this time. We believe that this uncertainty in the marketplace and the volatility in trading will subside and that the pricing for future months will not be at the premiums we are seeing now. We don't want to lock in supply long-term at these index premiums. We would ask you to amend the pricing in your contract as attached. The proposed pricing will allow us to continue to supply your needs without the threat of having to issue a Force Majeure notice based on pricing. This price change would be effective through the end of your current term, June 30, 2022.

Enclosed is one (1) unexecuted original of the above referenced Amendment which covers January 1, 2022 through June 30, 2022.

Please return one partially executed original to the undersigned by December 15, 2021. Once fully executed, we will provide you with a copy for your files. If we do not receive a signed amendment by December 15, 2021, your contract will continue per the provisions of the existing Exhibit A-1 and will be subject to a Force Majeure issuance based on pricing.

We appreciate this opportunity to do business with you. If you have any questions, please contact me at (405) 842-9200 x201.

Sincerely,

*Regina Fort*

Regina Fort  
Vice President of Retail Sales  
rfort@cwegas.com

**AMENDMENT**

This Amendment is made and entered into as of December 7, 2021 by and between **Clearwater Enterprises, L.L.C.** ("Seller") and **Welch Public Schools** ("Buyer").

**WITNESSETH:**

WHEREAS, Seller and Buyer made and entered into that certain Gas Sales Agreement dated July 1, 2020 (the "Agreement"), Contract #20108; and

WHEREAS, Seller and Buyer wish to amend the Agreement in the manner specified below;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein provided, the Parties hereby agree to amend the Agreement in the following respects only:

- Effective January 1, 2022, the Price section of Exhibit A-1 is hereby deleted in its entirety and replaced with the following:

Price: For all gas delivered by Seller the price Buyer shall pay Seller shall be calculated by adding \$0.43/MMBtu to Seller's cost plus a monthly administrative fee of \$100.00/month per Facility. Buyer shall have the option to fix a price for a quantity of gas throughout the term of this Transaction Confirmation at a price which is mutually agreeable to the Parties hereto.

This Amendment is effective December 7, 2021. Except as expressly amended hereby, all terms, conditions, and provisions of the Agreement, as amended, shall remain in full force and effect.

As evidence of the Parties' agreement to the terms and conditions set forth above, this Amendment is hereby executed by an authorized representative of each Party on the dates shown below.

**Seller**  
**Clearwater Enterprises, L.L.C.**

By: \_\_\_\_\_  
 Name: Jenny Thompson  
 Title: Chief Operating Officer  
 Date: \_\_\_\_\_

**Buyer**  
**Welch Public Schools**

By: \_\_\_\_\_  
 Name: Jeremy Ramsey  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_



**EXHIBIT A-1**  
**TRANSACTION CONFIRMATION**

**Clearwater Enterprises, L.L.C. ("Seller") and Welch Public Schools ("Buyer") agree to the purchase and sale of natural gas pursuant to this Transaction Confirmation and the general terms and conditions contained in the Gas Sales Agreement dated July 1, 2020 between Buyer and Seller ("Agreement"):**

**Term:** July 1, 2021 through June 30, 2022 and automatically renewed year to year thereafter unless either Party notifies the other Party in writing at least forty-five (45) days prior to the expiration of the stated term or the then current renewal period that this Transaction Confirmation shall not be renewed, subject to early termination under Sections 11 and 20 of the Agreement.

**Facility:** As listed on Schedule 2 attached hereto

**Quantity:** Full Facility Requirements, the monthly quantity of which is estimated on Schedule 2 attached hereto.

**Nature of Quantity Obligation:** Firm

**Price:** For all gas delivered by Seller the price Buyer shall pay Seller shall be calculated by adding \$0.43/MMBtu to the Inside FERC's Gas Market Report first of the month index posting for Southern Star Central Gas Pipeline Inc plus a monthly administrative fee of \$100.00/month per Facility. Buyer shall have the option to fix a price for a quantity of gas throughout the term of this Agreement at a price which is mutually agreeable to the Parties hereto.

**Delivery Point/Point(s) of Sale:** Oklahoma Natural Gas Company distribution system receipt point for delivery to the Facility listed above.

**Local Distribution Company:** Oklahoma Natural Gas Company

**Transporting Pipeline:** Southern Star Central Gas Pipeline

**EVIDENCE OF AGREEMENT:** This Transaction Confirmation documents an oral agreement previously reached by representatives of the Parties. Therefore, although Clearwater Enterprises, L.L.C. would prefer that this Transaction Confirmation be signed and returned by facsimile transmission, or that written confirmation of this Transaction Confirmation be provided in some other manner, this Transaction Confirmation will be deemed accepted if Clearwater Enterprises, L.L.C. receives no objections within two (2) business days of Clearwater's execution date shown below.

**Seller**  
**Clearwater Enterprises, L.L.C.**  
By: Jenny Thompson  
Name: Jenny Thompson  
Title: Chief Operating Officer  
Date: June 2, 2021

**Buyer**  
**Welch Public Schools**  
By: [Signature]  
Name: Shane Burgess  
Title: President, Board of Education  
Date: 5/10/21

← SIGN HERE

*CURRENT AGREEMENT*