



5637 N. Classen Blvd. • Oklahoma City, OK 73118  
(405) 842-9200 • (405) 842-9213 Fax

Via Email: [nhighsmith@welchwildcats.net](mailto:nhighsmith@welchwildcats.net)

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

April 1, 2021

Welch Public Schools  
Attn: Nick Highsmith

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

Thank you for choosing Clearwater Enterprises, L.L.C. as your natural gas supplier. We would like to renew our services and offer you an Amendment to extend the term of your Agreement. In lieu of your contract automatically extending per the existing Exhibit A, we would like to offer an extension through June 30, 2022.

Enclosed is one (1) unexecuted original of the above referenced Amendment which covers July 1, 2021 through June 30, 2022. Should you require duplicate originals to be sent via mail, please let me know and I will send originals to you.

Please return one partially executed original to the undersigned by April 15, 2021. Once fully executed, we will provide you with a copy for your files. If we do not receive a signed amendment by June 30, 2021, your contract will automatically extend per the provisions of the existing Exhibit A.

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@clearwaterenterprises.net](mailto:rfort@clearwaterenterprises.net)

**AMENDMENT**

This Amendment is made and entered into as of April 1, 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:

- Exhibit A is hereby deleted in its entirety and the attached Exhibit A-1 is substituted therefore. All references in the Agreement to Exhibit A shall be amended to reference Exhibit A-1.
- Schedule 1 is hereby deleted in its entirety and the attached Schedule 2 is substituted therefore. All references in the Agreement to Schedule 1 shall be amended to reference Schedule 2.

This Amendment is effective April 1, 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.**

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

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

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 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.**

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

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**SCHEDULE 2 to TRANSACTION CONFIRMATION**

**Facility Listing and Estimated Monthly Usage**

| <u>Facility(ies)</u>                    |                        |            |            |            |                      |            |            |                                      |            |            |            |            |                      |
|---|------------------------|------------|------------|------------|----------------------|------------|------------|--------------------------------------|------------|------------|------------|------------|----------------------|
| <b>ONG Contract #</b>                   | <b>Account Name</b>    |            |            |            | <b>ONG Account #</b> |            |            | <b>Address</b>                       |            |            |            |            |                      |
| <u>Estimated Monthly Usage (MMBtus)</u> |                        |            |            |            |                      |            |            |                                      |            |            |            |            |                      |
| <b>4922</b>                             | <b>WELCH PS SCHOOL</b> |            |            |            | <b>211171794</b>     |            |            | <b>602 S Curtis; Welch, OK 74369</b> |            |            |            |            |                      |
|   | <b>Jan</b>             | <b>Feb</b> | <b>Mar</b> | <b>Apr</b> | <b>May</b>           | <b>Jun</b> | <b>Jul</b> | <b>Aug</b>                           | <b>Sep</b> | <b>Oct</b> | <b>Nov</b> | <b>Dec</b> | <b>Annual Volume</b> |
|   | 404                    | 475        | 242        | 151        | 11                   | 4          | 4          | 11                                   | 17         | 94         | 277        | 399        | 2089                 |

Estimated Monthly Usage is for informational purposes and based on historical consumption as represented by Buyer's Local Distribution Company or upon information supplied by Buyer.