



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

Via Email: ugordon@stillwaterschools.com

If no email, Via Fax: 405-533-6311

April 1, 2024

Stillwater Public Schools

Attn: Uwe Gordon

Re: Amendment to Gas Sales Agreement (Contract #20099)

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-2, we would like to offer an extension through June 30, 2025. This letter shall serve as the required forty-five (45) day notice that we will not extend the existing Exhibit A-2 past June 30, 2024.

Enclosed is one (1) unexecuted original of the above referenced Amendment which covers July 1, 2024 through June 30, 2025. 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 June 30, 2024. Once fully executed, we will provide you with a copy for your files. If we do not receive a signed Amendment by June 30, 2024, we will operate under the provisions of the attached Amendment as of July 1, 2024.

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 July 1, 2024 by and between **Clearwater Enterprises, L.L.C.** ("Seller") and **Stillwater Public Schools** ("Buyer").

WITNESSETH:

WHEREAS, Seller and Buyer made and entered into that certain Gas Sales Agreement dated July 1, 2020 (the "Agreement"), Contract #20099; 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-2 is hereby replaced in its entirety and the attached Exhibit A-3 is substituted therefore. All references in the Agreement to Exhibit A-2 shall be amended to reference Exhibit A-3.
- Schedule 3 is hereby replaced in its entirety and the attached Schedule 4 is substituted therefore. All references in the Agreement to Schedule 3 shall be amended to reference Schedule 4.

This Amendment is effective July 1, 2024. 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
Stillwater Public Schools

By: _____
 Name: Maria Olivares
 Title: Vice President - Commodity
Operations and Contracts
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____



EXHIBIT A-3
TRANSACTION CONFIRMATION

Clearwater Enterprises, L.L.C. ("Seller") and **Stillwater 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, 2024 through June 30, 2025 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 4 attached hereto

Quantity: Full Facility Requirements, the monthly quantity of which is estimated on Schedule 4 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 \$0.30/MMBtu to Seller's cost. 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.

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

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
Stillwater Public Schools

By: _____
Name: Maria Olivares
 Vice President - Commodity
Title: Operations and Contracts
Date: _____

By: _____
Name: _____
Title: _____
Date: _____



SCHEDULE 4 to TRANSACTION CONFIRMATION

Facility Listing and Estimated Monthly Usage

Facility(ies)														
ONG Contract #	Current ONG Regional Receipt Location	Account Name				ONG Account #			Address					
Estimated Monthly Usage (MMBtus)														
1101	OGT-OKC	STILLWATER PS HIGH SCHOOL				211507543			1224 N Husband St; Stillwater, OK 74075-3613					
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Volume
		1405	1366	703	213	87	22	22	30	32	128	608	1104	5720
1367	OGT-OKC	STILLWATER PS MIDDLE SCHOOL				210503914			2200 S Sangre Rd; Stillwater, OK 74074-2143					
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Volume
		506	478	217	87	45	28	26	42	46	59	179	334	2047
1370	OGT-OKC	STILLWATER PS JUNIOR HIGH				211506325			1900 N Skyline St; Stillwater, OK 74075-3101					
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Volume
		398	364	163	69	34	15	14	26	31	48	132	285	1579
3714	OGT-OKC	STILLWATER PS SKYLINE ELEMENTARY				210184276			1414 1/2 E Sunrise Dr; Stillwater, OK 74075-6924					
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Volume
		518	465	285	139	52	52	9	72	56	166	348	505	2667
7865	OGT-OKC	STILLWATER PS HIGHLAND PARK ELEMENTARY				213116894			400 S Drury Rd; Stillwater, OK 74074					
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Volume
		116	103	56	34	20	4	2	13	16	23	44	81	512
8067	OGT-OKC	STILLWATER PUBLIC SCHOOLS				213156385			5021 N Perkins Rd; Stillwater, OK 74075-1706					
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Volume
		460	442	285	133	31	5	2	3	3	52	245	410	2071

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.