

AMENDMENT

This Amendment is made and entered into as of December 15, 2021 by and between **Clearwater Enterprises, L.L.C.** ("Seller") and **Muskogee County Jail** ("Buyer").

WITNESSETH:

WHEREAS, Seller and Buyer made and entered into that certain Gas Sales Agreement dated March 1, 2020 (the "Agreement"), Contract #20194; 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.
- Section 7 shall be amended by adding the following after the first sentence: Seller's obligations hereunder are conditioned upon the Local Distribution Company's approval or authorization of Seller to act as Buyer's agent or supplier for deliveries of gas to Buyer's applicable Facility site via the Local Distribution Company's facilities.

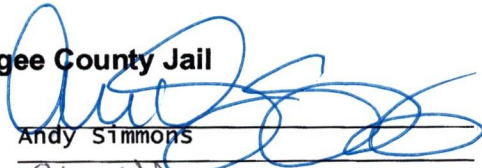
This Amendment is effective December 15, 2021. Except as expressly amended hereby, all terms, conditions, and provisions of the Agreement, as amended, shall remain in full force and effect.

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.

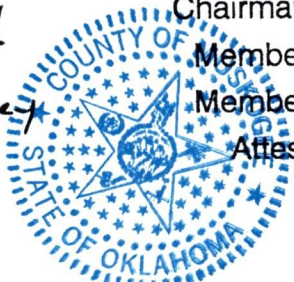
By: _____
 Name: Jenny Thompson
 Title: Chief Operating Officer
 Date: _____

Buyer
Muskogee County Jail

By: 
 Name: Andy Simmons
 Title: Sheriff
 Date: 1/24/2022

← SIGN
HERE

Sing Edward
 District Attorney



24 day of Jan 2022

Chairman George's Boy

Member Karl A. [unclear]

Member _____

Affest St. [unclear] for Polly Irving
 County Clerk

**EXHIBIT A-1
TRANSACTION CONFIRMATION**

Clearwater Enterprises, L.L.C. ("Seller") and **Muskogee County Jail** ("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 March 1, 2020 between Buyer and Seller ("Agreement"):

Term: March 1, 2022 through February 28, 2023 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 \$0.40/MMBtu to Seller's cost plus a monthly administrative fee of \$50.00/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.

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.

By: _____
Name: Jenny Thompson
Title: Chief Operating Officer
Date: _____

Buyer
Muskogee County Jail

By: [Signature]
Name: Andy Simmons
Title: Sheriff
Date: 1/24/2022

← SIGN HERE

Sy Edward
District Attorney



24 day of Jan 2022

Chairman: [Signature]
Member: [Signature]
Member: _____
Attest: [Signature] Polly Irving
County Clerk

SCHEDULE 2 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)														
4138	OGT-R900 SYST	MUSKOGEE COUNTY JAIL				210449576			120 S 3rd St; Muskogee, OK 74401					
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Volume
		444	454	304	216	196	176	168	160	153	247	341	491	3350

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.



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

Via Email: asimmons@muskogeeso.org

If no email, Via Fax: 918-687-9658

December 15, 2021

Muskogee County Jail
Attn: Andy Simmons / Carrie Waltman

Re: Amendment to Gas Sales Agreement (Contract #20194)

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 February 28, 2023. This letter shall serve as the required forty-five (45) day notice that we will not extend the existing Exhibit A past February 28, 2022.

Enclosed is one (1) unexecuted original of the above referenced Amendment which covers March 1, 2022 through February 28, 2023. 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 December 31, 2021. Once fully executed, we will provide you with a copy for your files. If we do not receive a signed Amendment by February 28, 2022, we will operate under the provisions of the attached Amendment as of March 1, 2022.

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