



June 11, 2021

Belmond-Klemme Community School District

RE: Discount Plan Agreement between Symmetry Energy Solutions, LLC, formerly CenterPoint Energy Services, Inc., ("Symmetry") and Belmond-Klemme Community School District ("Customer") dated June 11, 2021 ("Effective Date")

Dear Customer:

Symmetry Energy Solutions, LLC ("Symmetry or SES") and Customer are certain parties to a Natural Sales Contract and related transaction confirmation(s), in which Symmetry sells and delivers natural gas to Customer (collectively, the "Gas Sales Contract"). As of the date of the Discount Plan Agreement, Symmetry and Customer desire to enter into a one-time financial arrangement which shall result in a full payment of the Symmetry February 2021 invoice ("February 2021 Invoice") by Customer. Collectively SES and Customer are referred to as the "Parties" and separately as a "Party".

Now, therefore, in consideration of the representations, covenants and agreements contained in the Discount Plan Agreement, Symmetry and Customer hereby agree as follows:

1. For the February 2021 Invoice, Symmetry agrees to provide a one-time credit to Customer in the amount of \$1,309.57 ("February 2021 Credit"). As of the Effective Date, Customer acknowledges and accepts the February 2021 Credit has been applied and Symmetry accepts the balance is paid in full ("Amount Due") by Customer.
2. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, notwithstanding any choice-of-law or conflicts-of-law rules to the contrary. Any dispute related to this Agreement shall be resolved exclusively in the court of Harris County, Texas, and all Parties consent to the jurisdiction of such courts.
3. Symmetry expressly reserves all of its rights, powers, privileges, and/or remedies that Symmetry has and/or to which Symmetry is entitled, now existing or hereafter arising, including under our contract, applicable law, or otherwise with respect to payments due and owing to Symmetry. Neither this Agreement, nor any failure or delay by Symmetry in exercising (in whole or in part) any right, power, privilege, and/or remedy will be deemed to constitute a waiver or forbearance of any such right, power, privilege, and/or remedy.
4. The Discount Plan Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them relating to the subject matter of this Discount Plan Agreement. No waiver or forbearance of any provision of this Agreement shall be held to be a waiver or forbearance or require a waiver or forbearance in the future. Any portion of this Discount Plan Agreement which may be deemed unenforceable or illegal shall not affect the enforceability or legality of its remaining terms and conditions. This Discount Plan Agreement shall not be construed as creating any third-party beneficiaries hereof.

5. This Discount Plan Agreement and any amendment or modification hereof may be executed simultaneously in two or more counterparts, each of which shall be deemed in original, but all of which taken together shall constitute one and the same instrument. The Discount Plan Agreement may be transmitted by facsimile or email, and it is the intent of the Parties that the facsimile machine or received via email shall be considered an original signature.

Please indicate your acceptance and acknowledgement of the Discount Plan Agreement by executing in the space provided below and return the fully executed version to the undersigned.

Sincerely,

Symmetry Energy Solutions, LLC



Name: John Williamson

Title: Chief Financial Officer

Accepted and agreed to this 11th day of June, 2021

Belmond-Klemme Community School District

By: _____

Name: _____

Title: _____

Date: _____