USD 261
HAYSVILLE SCHOOLS

1745 W. Grand Ave.
Haysville, Kansas 67060
Office: (316) 554-2200
Fax: (316) 554-2230

TO: Haysville Board of Education

FR: Dr. Clint Schutte, Associate Superintendent for Business & Finance

DA: September 20, 2021

RE: KJUMP Natural Gas Settlement

In February of 2021, the cold weather led to natural gas supply and demand imbalances. Many regional natural gas trading hubs also reached very high spot prices. In mid-February, 105 of the 178 natural gas pricing points reached recent high prices, according to Natural Gas Intelligence (NGI) data. Haysville USD 261 received a KJUMP invoice for natural gas deliveries of $113,991.79, followed by an invoice for utility fees of $137,176.76. Bring Haysville USD 261 total natural gas charges for the unusual weather to $251,168.55.

The Board of education voted to join the group negotiations with KJUMP, represented by KASB and Smithyman & Zakoura law firm. The cost of joining the group was $1,400. The belief was that the cost of gas exceeded what is statutorily allowed. Therefore, the negotiation's goal was to seek relief from the high natural gas price.

In August, the negotiations team reached a settlement with CenterPoint Energy, formally known a Symmetry. This settlement netted a savings for Haysville USD 261 of **$52,088.33**. The following outlines the impact the unusual weather had on our natural gas cost.

Original Invoice: $113,991.79
Utilities Fee: $137,176.76
Total February Charges: $251,168.55
Natural Gas Charges: $104,176.76
Discounted Gas Charges: **$52,088.33**
New Invoice: $199,080.17
Amount Paid: $173,732.50
Amount Due: $25,347.67

To accept the settlement, we ask for a resolution authorizing the acceptance of the Confidential Settlement Agreement and Release.

If you have any questions, don't hesitate to get in touch with me.

attach:

Symmetry Energy Solutions, LLC
1111 Louisiana St. B-241
Houston, TX 77002-5228
symmetryenergy.com

KJUMP
Invoice for Natural Gas Deliveries

Haysville USD #261
Attn: Accounts Payable
1745 W. Grand
Haysville, KS 67060

Customer ID:	60213
Invoice Number:	11612924
Invoice Date:	9/3/2021
Due Date:	**09/15/2021**

Volume History

Period	MMBtu	Period	MMBtu	Period	MMBtu
Jan 21	4,291.00	Sep 20	158.00	May 20	857.00
Dec 20	3,201.00	Aug 20	38.00	Apr 20	586.00
Nov 20	1,891.00	Jul 20	70.00	Mar 20	2,017.00
Oct 20	720.00	Jun 20	234.00	Feb 20	3,995.00

Delivery Period:	**Feb-21**
Volume(MMBtu)	0.000
Total Current Charges:	$(28,448.29)
Prior Balance:	$53,795.96
Late Fee:	$0.00
Total Amount Due:	**$25,347.67**

ONLINE

Manage your account at
https://symmetryenergy.com/portal

CONTACT US

For Billing Inquires
Kyle Bennett at 918-477-3469
kyle.bennett@symmetryenergy.com

General Inquiries
Sales Support at 800-495-9880
Sales.Support@SymmetryEnergy.com

PAYMENT OPTIONS

Online Bill Pay
Please visit https://symmetryenergy.com/portal

Wire & ACH Payments
Please use the remittance stub information, Name, Invoice Number, and Customer ID.

Electronic (Wire/ACH/myCES) payment preferred. Please include information below with payment to ensure timely posting to customer account. Payment remittance information can be emailed to ar@symmetryenergy.com

Send Wire/ACH To:
ABA# 111000614 for ACH
ABA# 021000021 for WIRE
JP Morgan Chase Bank, Houston, Texas
Account# 100080578
Beneficiary: Symmetry Energy Solutions, LLC

Mail all other remittances to:
Symmetry Energy Solutions, LLC
Chase Lockbox
P.O. Box 301149
Dallas, TX 75303-1149

Customer ID:	60213
Delivery Period:	Feb-21
Invoice Number:	11612924
Invoice Date:	9/3/2021
Current Charges:	$(28,448.29)
Prior Balance:	$53,795.96
Late Fee:	$0.00
Total Amount Due:	**$25,347.67**
Due Date:	**09/15/2021**

Late fees will be assessed if payment is received after the due date as stated in the contract.

Symmetry Energy Solutions, LLC
1111 Louisiana St. B-241
Houston, TX 77002-5228
symmetryenergy.com

Account Detail for Feb-21

Haysville Middle School-S12479 **KGS** **Account:**

Service Address: 900 W Grand, Haysville, KS 67060-1219

PRIOR PERIOD ADJUSTMENTS

OTHER CHARGES

Description	MMBtu	Price	Amount
Reversal - 10046644-Discount Plan Agreement			$23,640.09
Revision - 10046644-Discount Plan Agreement			$(52,088.38)
			$(28,448.29)
		Account Total:	**$(28,448.29)**

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EXECUTION COPY

On behalf of **HAYSVILLE USD**,

By: _____
Name: Paige Crum
Title: Board of Education President

By: _____
Name: Jeff Hersh
Title: Superintendent of Schools

September 20, 2021
Date

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EXECUTION COPY

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

THIS CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE ("Agreement") is made and entered into as of this 1st day of September, 2021 (the "Effective Date"), by and between **SYMMETRY ENERGY SOLUTIONS, LLC**, a Delaware limited liability company ("Symmetry"), **KANSAS JOINT UTILITY MANAGEMENT PROGRAM** ("KJUMP"), and KJUMP Participating Schools. Symmetry, KJUMP, and Participating Schools are collectively referred to as the "Participating Schools." Symmetry and KJUMP are collectively referred to as "The Parties."

RECITALS

A. The Parties are parties to a contract pursuant to which KJUMP buys natural gas from Symmetry. The contract entered into by the Parties pursuant to an Energy Services Agreement dated August 16, 1999 and Natural Gas Sales Contract dated June 6, 2002, as amended by the Natural Gas Sales Agreement dated March 2, 2006, which consists of various transaction confirmations dated in May and June 2019 ("Transaction Confirmations") (collectively, the "Contract"). The Contract is attached hereto as Exhibit C.

B. Symmetry billed the Participating Schools in the amount of $8,400,066.73 for Natural Gas Sales ("NGS") and "related charges," and sent invoices to individual Participating Schools (the "February 2021 Invoices"). The NGS portion of the February 2021 Invoices is $7,162,363.98. Symmetry confirms that no penalty charges from local distribution companies or any other entity are included in the "related charges."

C. The Participating Schools have paid Symmetry $3,526,308.05 with respect to the February 2021 Invoices, leaving an unpaid amount of $4,873,758.68 (the "Balance"), which KJUMP and the Participating Schools dispute they owe under the Contract.

D. Symmetry and KJUMP, for itself and on behalf of all its Participating Schools, enter into this Agreement to resolve fully and finally all claims that KJUMP or the Participating Schools may have against Symmetry related to the February 2021 Invoices or Symmetry's sale of natural gas and natural gas services provided in February 2021. This Agreement is intended to forever discharge and extinguish all claims and causes of action that the Parties have against each other relating to the February 2021 Invoices or Symmetry's sale of natural gas in February 2021.

E. The Parties acknowledge that this Agreement constitutes a settlement of the dispute and is not an admission of liability of any signatory.

NOW THEREFORE, for and in consideration of the above Recitals, which are not mere Recitals and which are a material part hereof, and in consideration of the mutual promises set forth below, the Parties agree as follows:

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1. **Settlement Payment.** In consideration of the Release set forth in Section 2, Symmetry will (a) agree, subject to the adjustment referenced below, to discount the amount billed for NGS in the February 2021 Invoices by a material amount equal to $3,581,181.99, and (b) accordingly accept payment of $1,983,194.25 (the "Settlement Payment") from (140) Participating Schools that have a balance due as full payment of the Balance, and (c) on or before October 15, 2021, issue credits to (42) Participating Schools who have already paid more than their share of the settlement payment in the amount of $690,617.56, subject to the adjustment referenced below (the "Settlement Credit"). Symmetry is willing to make this accommodation, and offer this significant discount, in recognition of the educational status of the Participating Schools, their role in the community, the length of the Parties' relationship and the distinct nature of the KJUMP Contract. This Agreement is contingent on Symmetry's receipt of at least 75% of the Settlement Payment ($1,487,395.68) by September 22, 2021. Should such amount not be received by Symmetry on or before such deadline, this Agreement is null and void as to KJUMP and all Participating Schools. Any amount of the Settlement Payment not received by September 30, 2021 will be deducted (pro-rata) from the Settlement Credit to be paid to Participating Schools. Any Participating School that fails to remit its outstanding settlement obligation to Symmetry by September 30, 2021, as reflected in revised invoices that Symmetry shall issue pursuant to this Section, shall forfeit all rights under this Agreement, and agrees to full payment of its pre-discount individual past due balance.

February 2021 Invoice Amount (total of NGS and applicable other utility charges)	$8,400,066.73
NGS Discount	− $3,581,181.99
Balance after NGS Discount	$4,818,884.74

Amount received (as of August 12, 2021)	− **$3,526,308.05**
Balance Due	**$1,292,576.69**
Settlement Payment	**$1,983,194.25**
Settlement Credit (Unadjusted)	**-$690,617.56**

2. **Release.** In consideration of the discount set forth in Section 1 above, the sufficiency of which is hereby acknowledged, KJUMP, each of the Participating Schools, and each of their respective agents, successors, assigns, heirs, executors and administrators, (hereinafter collectively referred to as "Releasors") hereby fully release and forever discharge Symmetry and all subsidiary and affiliated companies of Symmetry, and all of their respective directors, officers, employees, agents, successors, assigns, heirs, executors and administrators, insurers, co-insurers, reinsurers, insurance brokers, and all other related persons or entities, past, present, and future (hereinafter collectively referred to as "Releasees") from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, warranties, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law or equity, that any

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Releasor has, possesses, and asserts, or that any Releasor may have, possess or assert, at any point in time, against any of the Releasees arising out of or relating to the February 2021 Invoices or Symmetry's sale of natural gas to KJUMP in February 2021. This release shall cover and include, but shall not be limited to, any claims asserted on behalf of one or more putative classes in the putative class action complaints described in Section 3 below or in any other related or similar class action suit, including but not limited to tort claims, equitable claims, claims for breach of contract, breach of warranty, breach of the duty of good faith and fair dealing, breach of statutory duties, actual or constructive fraud, misrepresentation, omission, fraudulent inducement, statutory or consumer misrepresentation, omission or fraud, unfair business or trade practices, any right to recovery or relief in, through or as a result of a parens patriae action, a private-attorney-general action or other governmental action or investigation, restitution, rescission, compensatory and punitive damages, statutory damages, injunctive or declaratory relief, public injunction, any right to relief pursuant to a public injunction, attorneys' fees, interests, costs, penalties and any other claims, whether known or unknown, suspected or unsuspected, contingent or matured, direct or indirect, under federal, state, provincial or local law, rules or regulations. It is the intent of the Releasors that this Agreement irrevocably bars any claims of any kind or manner that can or may be asserted by Releasors against the Releasees arising out of or relating to the February 2021 Invoices or Symmetry's sale of natural gas or natural gas services provided to KJUMP in February 2021. This release is immediately effective upon full execution of this Settlement Agreement by the Parties.

3. **Notice of Class Action Litigation**. Symmetry has made KJUMP and the Participating Schools aware through Exhibits A and B to this Agreement of two putative class action complaints filed in Texas, related to Symmetry's sale of natural gas: (i) Certified Roses Inc., et al. v. Symmetry Energy Solutions, LLC, Case No. 2:21-cv-133 (E.D. Tex., filed Apr. 15, 2021) (the "Certified Roses Action") and (ii) Quasar TMC Morgan, Ltd., et al. v. Symmetry Energy Solutions, LLC, Case No. 2021-27527 (filed May 7, 2021) (the "Quasar Action") (collectively, the "Lawsuits"). KJUMP and the Participating Schools, acknowledge receipt of Exhibits A and B to this Agreement, namely the two Notices of Class Action Litigation Related to Symmetry's Sale of Natural Gas in February 2021, providing additional information and details regarding the Lawsuits, the claims brought and the relief sought, and ways to learn more about the Lawsuits. By entering into this Agreement, KJUMP and the Participating Schools, are waiving the right to participate in the Lawsuits or any other class or consolidated proceeding, known or unknown, against Symmetry for any alleged harms caused by or related to Symmetry's sale of natural gas or natural gas services provided in February 2021. KJUMP and theParticipating Schools, are aware that they are waiving the right to seek the relief sought in the Lawsuits or any other form of monetary damages or judicial relief by entering into this Agreement. KJUMP and the Participating Schoolsacknowledge that persons who choose to join the Lawsuits may receive more, less, or different relief than that provided to KJUMP and the Participating Schools under the terms of this Agreement. With knowledge of the foregoing, KJUMP and the Participating Schools, have chosen the benefits of this Agreement over any benefits that might be available through participation in the Lawsuits.

4. **Waiver of Class Action Participation**. KJUMP, on its own behalf and on behalf of the Participating Schools, hereby waives any right to participate in any class action lawsuit relating to the February 2021 Invoices or Symmetry's sale of natural gas in February 2021, including the Lawsuits described in Section 3 above. In addition, if a class is certified in any such

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lawsuit, including the Lawsuits described in Section 3 above, relating to the February 2021 Invoices or Symmetry's sale of natural gas or natural gas services provided in February 2021 and KJUMP and the Participating Schools are included within the scope of the class, KJUMP and the Participating Schools, agrees to opt out of that class within the time allotted to do so.

5. **Confidentiality**. The terms of this Agreement shall be treated as confidential to the fullest extent possible consistent with given the legal obligations of the Parties. Nothing in this confidentiality provision shall prohibit or limit the Parties from disclosing the terms of this Settlement Agreement to necessary employees charged with negotiating, implementing, and enforcing this Agreement; their accountants and attorneys; their officers and directors; the boards of each Participating School; and as otherwise required by law, including any applicable open records or freedom of information statutes. The Parties may also disclose to any third parties, courts or tribunals the fact that Symmetry and KJUMP have entered into an agreement to resolve all issues between them related to the February 2021 Invoices and Symmetry's sale of natural gas or natural gas services provided in February 2021. Symmetry may also disclose the content and terms of this Settlement Agreement to the extent necessary to the defense or settlement of the Certified Roses Action, Quasar Action or any other class action or consolidated or representative proceeding related to Symmetry's sale of natural gas in February 2021, and to any government entities, agencies, or regulatory authorities. This provision is a material term and is essential consideration for entering into this Settlement Agreement. Disclosure of information pertaining to this Settlement Agreement, except where provided for under the specific conditions described herein, shall be considered a material breach of this Settlement Agreement. KJUMP and each Participating School acknowledges that compliance with this Confidentiality section is material to Symmetry entering into this Settlement Agreement, and each Participating School further agrees that it will be obligated to repay the discount from the February 2021 Invoices set forth in Section 1 if any such Participating School breaches the obligations set forth in this Section.

6. **Indemnification.** KJUMP and each Participating School agrees that indemnification of any applicable penalties related to Symmetry's sale of natural gas in February 2021 shall be governed by Section 6 of the General Terms and Conditions. A copy of the Contract is attached hereto as Exhibit C.

7. **Utility Fees.** KJUMP and the Participating Schools agree and acknowledge that the Transport Pass-Through Fee on the February 2021 Invoices are fees that are charged and calculated by the utility and are consolidated on Symmetry's invoices to KJUMP every month in the normal course of business, that Symmetry did not calculate the Transport Pass-Through Fees on the February 2021 Invoices, and that such fees are not penalties as set forth in Section 6 of this Agreement and Section 6 of the Contract.

8. **KJUMP's Right to Independent Advice**. KJUMP and the Participating Schools acknowledge that the decision whether or not to enter into this Agreement is entirely voluntary on the part of KJUMP and the Participating Schools. KJUMP andthe Participating Schools further acknowledge that Symmetry has informed KJUMP and the Participating Schools that it cannot give KJUMP or any of the Participating Schools legal advice. Symmetry has also informed KJUMP and the Participating Schools of their right to consult with legal counsel, and KJUMP and the Participating Schools acknowledge that they have had adequate time to do so before executing this Agreement.

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9. Taxes. KJUMP and the Participating Schools agrees that all tax liability which may result from the payment of money as set forth herein rests with KJUMP and the Participating Schools alone. KJUMP and the Participating Schools expressly acknowledge that they have had the opportunity to consult, if they so desire, with a tax adviser of their choosing prior to the signing of this Settlement Agreement.

10. Governing Law and Dispute Resolution. This Agreement is to be construed and governed by the laws of the State of Kansas, exclusive of its choice of law rules. In the event of any dispute or claim arising from or relating to this Agreement or the breach thereof, the Parties shall use their best efforts to settle the dispute or claim. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of sixty (60) days, then, upon notice by either Party to the other, all disputes or claims, including as to arbitrability, shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. As the procedure for arbitration, Symmetry shall first propose to KJUMP three potential arbitrators from AAA within fifteen (15) days' notification of a dispute. If KJUMP rejects all of Symmetry's proposed arbitrators, KJUMP may propose within fifteen (15) days of being notified of Symmetry's choices three (3) additional potential arbitrators. Symmetry shall then have fifteen (15) days to accept or reject KJUMP's proposed arbitrator choices. If the Parties cannot agree on an arbitrator following this procedure, AAA will select the arbitrator. The substantially prevailing party in such arbitration shall be entitled to an award of attorney's fees and costs. The arbitration venue shall be seated in Kansas City, Kansas. The judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

11. No Admission of Liability or Wrongdoing. The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by any Party of liability to the other. Nothing contained herein shall constitute an adjudication or finding on the merits as to any obligation or liability of any Party.

12. Warranties of the Parties. Each Party represents and warrants to the other that it now possesses, and that it has not assigned to any other person or entity, the claims against the other Party that it is releasing herein. Each Party also represents and warrants that its representative who signs this Settlement Agreement is duly authorized to bind it (and, in the case of KJUMP, to bind each of the Participating Schools) to the terms of this Settlement Agreement.

13. Binding Effect. All of the obligations, terms, provisions, and releases set forth in this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

14. Amendment. This Agreement may not be waived, changed, amended, modified, or otherwise altered except in writing executed by the Party against which such amendment, modification, alteration, or waiver is sought to be enforced.

15. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and all prior discussions, negotiations, and communications concerning the subject matter hereof are deemed merged herein.

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16. **Section Headings.** Section headings are used herein for convenience of reference only and shall not affect the meaning of any provision of the Settlement Agreement.

17. **Severability.** If any part of this Agreement is determined to be unenforceable under any law whatsoever, the remaining parts of the Agreement shall be given full effect. The Parties agree that if any portion of the Agreement or the Agreement in whole are found unenforceable under any law whatsoever, the Parties will execute and deliver such additional documents as may be convenient or necessary for the purpose of effectuating settlement and release of claims as set forth above.

18. **Counterpart Execution.** This Agreement may be executed in counterparts and facsimile or electronic signatures shall have the same force and effect as original signatures.

19. **Public Statement.** At Symmetry's option, KJUMP agrees to make a public statement regarding the resolution of the Participating Schools', or most of the Participating Schools', disputes with Symmetry, acknowledging Symmetry's good faith efforts and significant accommodation of the Schools' interests, the distinct nature of the KJUMP Contract, and any other matters reasonably requested by Symmetry.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates specified below.

SYMMETRY ENERGY SOLUTIONS, LLC

DocuSigned by:

By: Brian Harrison Date: 8/16/2021

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Printed Name: Brian Harrison

Title: VP, Sales & Origination