

**FIRST AMENDMENT TO MATERIALS AGREEMENT
02579 NBU CHLORINE AND SULFUR DIOXIDE**

This **FIRST AMENDMENT TO MATERIALS AGREEMENT** (the “Amendment”) is made and entered into by and between **NEW BRAUNFELS UTILITIES**, a Texas municipally owned utility (“NBU”), and **DPC INDUSTRIES, INC., DBA DIXIE PETRO-CHEM, INC.**, a Delaware Corporation authorized to transact business in the State of Texas (the “Supplier”) (collectively, “the Parties”).

RECITALS

WHEREAS, the Parties entered into the Materials Agreement dated December 16, 2020 (the “Original Agreement”), for purchase of liquid chlorine and liquid sulfur dioxide (the “Utility Products”) from the Supplier;

WHEREAS, the Supplier has and will continue to provide the Utility Products outlined in the Agreement for good and valuable consideration;

WHEREAS, the Parties agree that due to unprecedented demand and supply chain issues the market price for liquid chlorine has increased as much as 18%;

WHEREAS, the Agreement requires NBU and the Supplier to agree in writing to amend or modify the Agreement; and

WHEREAS, the Parties desire to amend the Agreement to modify the certain unit prices and not to exceed compensation amounts as stated in Exhibit B to the Agreement.

NOW THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

Section 1. Amendment to Exhibit B. Exhibit B to the Agreement is hereby deleted and replaced in its entirety by Exhibit B to this Amendment as of the effective date of this Amendment.

Section 2. Remaining Terms. Except as stated herein, all other terms and conditions of the Agreement remain in full force and effect.

Section 3. Entire Agreement. This Amendment, together with the Agreement, sets forth the entire understanding of NBU and the Professional and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter hereof.

Section 4. Binding Effect. This Amendment will extend to and be binding upon NBU and the Professional and their respective successors and permitted assigns.

Section 5. Severability. If any term or provision of this Amendment is held to be invalid, illegal, or unenforceable in any respect under applicable law, the legality, validity or enforceability of the remaining terms or provisions of this Amendment shall not be affected thereby, and this Amendment shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 6. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Texas.

(The remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the Parties hereto, upon lawful approval and authority, have executed this Amendment on this the ____ day of _____, 20____.

NBU:

NEW BRAUNFELS UTILITIES,
a Texas municipally owned utility

By: _____
Name: Ian Taylor
Title: CEO

THE SUPPLIER:

DPC INDUSTRIES, INC.
DBA DIXIE PETRO-CHEM, INC.,
a Delaware corporation authorized to
transact business in the State of Texas

By: _____
Name: _____
Title: _____

Exhibit B

NBU shall pay the Supplier for Utility Products not to exceed \$222,417.00 per year and not to exceed \$1,112,085.00 for the duration of this Agreement.

Item No.	Description	Unit	Estimated Quantity	Unit Cost	Extended Cost
1	Liquid Chlorine (1-ton container)	EA	183	\$929.00	\$170,007.00
2	Liquid Chlorine (150lb cylinder)	EA	24	\$123.75	\$2,970.00
3	Liquid Sulfur Dioxide (1-ton container)	EA	60	\$824.00	\$49,440.00
			TOTAL PRICE		\$222,417.00

The prices for Utility Products shall remain fixed until December 30, 2022. Sixty (60) days prior January 1, 2023, and then sixty (60) days prior to the automatic renewal of this Agreement, the Supplier will be permitted to propose pricing adjustments with the written approval of NBU; however, any price adjustment approved by NBU shall be included in the calculation of the not to exceed amounts specified in this Exhibit. The Supplier will make every reasonable effort to tie future Utility Product(s) increases or decreases to generally acceptable metals, oil, labor, and other indices.