

AMENDMENT TO CHANGE NAME

THIS AMENDMENT (this "Amendment") by and between the Oklahoma Department of Corrections and CASE-OKLA ENERGY LLC, (formerly known as Case Energy Partners, LLC) as of the 3 day of May, 2018.

1. Case Energy Partners, LLC, by an amendment to its certificate of Limited Liability Corporation, dated the 27th day of April, 2018, has changed its corporate name to CASE-OKLA ENERGY LLC.
 - a. This amendment accomplishes a change of corporate name only and all rights and obligations of the Oklahoma Department of Corrections and CASE-OKLA ENERGY LLC under the contract are unaffected by this change.
 - b. Documentary evidence of this change of corporate name has been filed with the Secretary of State of the State of Oklahoma.
2. IN CONSIDERATION OF THESE FACTS, THE PARTIES AGREE THAT:
 - a. The contract is amended by substituting the name "Case Energy Partners, LLC" for the name "CASE-OKLA ENERGY LLC" wherever it appears in the contract.
 - b. Each party has executed this Agreement as of the day and year first above written.

For the

Oklahoma Department of Corrections



Joe Allbaugh, Director

Oklahoma Department of Corrections

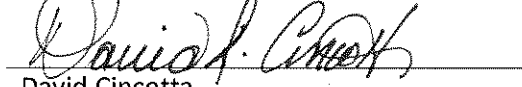
CASE-OKLA ENERGY LLC



Charles M. Mätter, Partner

CASE-OKLA ENERGY LLC

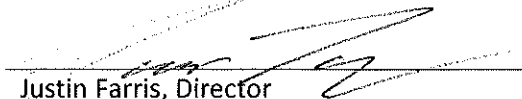
APPROVED AS TO FORM:



David Cincotta

General Counsel

APPROVED AS TO CONTENT:



Justin Farris, Director

Oklahoma Correctional Industries

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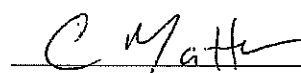
Oklahoma Department of Corrections



Joe Allbaugh, Director

Oklahoma Department of Corrections

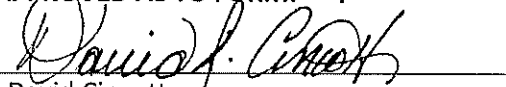
CASE-OKLA ENERGY LLC



Charles M. Mätter, Partner

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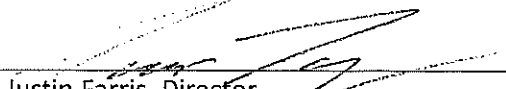
APPROVED AS TO FORM:



David Cincotta

General Counsel

APPROVED AS TO CONTENT:



Justin Farris, Director

Oklahoma Correctional Industries

CORRECTIONS INDUSTRIES CONTRACT

This Contract is entered into by and is between the **Oklahoma Department of Corrections**, ("DOC" or the "Department") and **Case Energy Partners, LLC**. ("Contractor"). This Contract is authorized by the Oklahoma Corrections Act of 1967, found at 57 O.S. §§ 501 et seq., and 57 O.S. §§ 545 and 549.

Now, therefore, for, and in consideration of the mutual promises, covenants, conditions, and terms as hereinafter set forth, the parties mutually agree as follows:

1. GENERAL TERMS AND CONDITIONS

- a. This Contract shall be in effect for a period beginning on the date the Contract is executed and end on June 30, 2023, unless terminated pursuant to this terms of the Contract or pursuant to a an agreement in writing to modify or amend the terms of this Contract.
- b. DOC agrees to provide space at the **James Crabtree Correctional Center**, in Helena, Oklahoma, to Contractor to be called the Case Energy Partners site, which is located within the security boundaries of the correctional center.
- c. DOC agrees to provide Independent heating / air conditioning with its own controls for use by the Contractor.
- d. DOC agrees to provide work stations and chairs to the Contractor and provide for repair of such office furniture.
- e. DOC agrees to provide a secured closet for storage of Contractor's tools and a keyed storage closet for supplies.
- f. DOC agrees to provide access by Contractor, its duly authorized agents, business invitees, and employees to the private prison industry location, subject to the security requirements of the center.
- g. DOC agrees to provide electricity, water, and gas utilities, and the mechanical systems using such utilities, including maintenance thereof, at no expense to Contractor.

- h. DOC agrees to provide for disposal of waste materials, trash hauling, and ground maintenance at no expense to Contractor.
- i. DOC agrees to provide training and orientation to the Contractor, its agents, and employees, regarding security procedures, including the security procedures for a tool control and inventory system that meets the Department's security requirements.
- j. DOC agrees to refer qualified inmates for assignment to Contractor for a job assignment in accordance with procedures specified in OP-060107, Systems of Incarceration and OP-030103, inmate Job and Program Assignments.
- k. Contractor agrees to be responsible for all costs associated with the operating of his business and not relating to the facilities as discussed in Section 1-i, including any cost associated with office supplies and reproduction services essential for daily business needs.
- l. Contractor agrees to operate a telemarketing business whose purpose is selling products and services to the small business market and customers. The Contractor shall provide training in performing this business. These services will not include the manufacturing of any tangible product. There will be a minimum of 10 inmates, working 40 hour full pay periods at JCCC.
- m. Contractor agrees to provide and maintain a telephone system and connectivity services at its expense.
- n. Contractor agrees to maintain the working area in a clean, neat, and orderly appearance.
- o. Contractor agrees to not make any improvements, alterations, or renovations to the site without prior written approval of the OCI PIECP Coordinator and OCI Director. All costs and allocation of the costs of such improvements, alterations, or renovations shall be as mutually agreed by the parties, in writing.
- p. Contractor agrees to comply with all federal and state laws and Department policies and regulations otherwise applicable, for offender labor and complying with the security procedures of the center.

- q. Contractor agrees to be solely responsible for any and all loss or damages to its private or business personal property arising from natural acts, and may purchase adequate insurance coverage for such natural disasters, if so desired.
- r. Contractor, along with its agents, employees, and business invitees expressly agree and hereby consent to reasonable vehicle and personal searches upon entering and leaving the correctional center by Department personnel. Any violations of applicable state law shall subject such violator to criminal prosecution or exclusion or both.
- s. Contractor agrees to comply with all applicable laws concerning marketing its product in a non-discriminatory manner.
- t. Contractor agrees that all computer equipment and electronic devices are subject to search and seizure by OEMS. Ensuring that use of equipment and devices is in accordance with DOC policy.
- u. All private personal property of Contractor, its agents, and employees, and all personal business property, equipment, tools, fixtures, inventory, materials, vehicles, and supplies shall be at the sole risk of Contractor, and neither the Department nor the State of Oklahoma, or any agents or employees, thereof, shall be liable for damage or loss to both private or business property of Contractor, its agents, or employees, nor shall the Department and the State of Oklahoma be liable for any damages or losses arising out of any acts, omissions, or other occurrences of inmates, whether or not employed by Contractor.
- v. Nothing herein contained shall be construed as creating a leasehold estate or other property interest in the working site located within the center.
- w. The Contractor shall have the ability to discuss an inmate's performance with DOC personnel; however Contractor shall not be deemed an employer or joint employer of any inmates, and all personnel decisions relating to inmate (including firing, disciplining, earning, and granting leave, layoffs, etc.,) shall remain with the Department.
- x. The Contractor shall provide job descriptions, responsibilities, minimum job qualifications, and a current copy of its written personnel policies to the OCI PIECP Coordinator. The Contractor shall provide work orientation, job

training, and instruction for the inmates assigned to Contractor for a job assignment.

- y. The Contractor agrees to work shifts of no longer than eight working hours. The normal working hours shall be between 0800 and 1700 hours, Monday through Friday, excluding approved holidays. Weekend or night shifts are not prohibited by this Contract but may be utilized under the terms and conditions of this Contract. Any additional shifts required shall be approved by the Department and the warden of the correctional facility and any security costs will be mutually agreed upon and reimbursed by the Contractor to the Department on a monthly basis.
- z. This Contract shall not be altered, changed, or amended except by a written agreement executed by the requisite parties hereto.

b. COMPENSATION AND BENEFITS

- a. The Contractor agrees to pay the Oklahoma Correctional Industries a sum of \$7.25 per hour for each hour worked by each inmate assigned to Contractor for a job assignment. OCI will submit to the Contractor a monthly payroll showing inmate hours worked and total pay.
- b. All invoices shall be made payable to the Oklahoma Correctional Industries. All checks shall be sent or delivered to the business manager of Oklahoma Correctional Industries not later than 10 (ten) working days after the end of each month. All applicable withholdings shall be made and accounted for by the Department and properly accredited in the assigned inmate's name and account of customer.
- c. Agree to pay 1.5% per month of any outstanding amount accruing the first day payment is overdue, plus cost of collections, including attorney's fees and cost of all past due amounts.
- d. Any benefits, other than those listed above, shall be at the sole discretion and cost of Contractor and shall be subject to the terms and conditions of this Contract. The Department shall be trustee for any benefits provided to assigned inmates.
- e. Newly hired inmates will be placed on a probation/training status for eight (8) weeks. The labor rate will be charged to Case Energy Partners, LLC, at the amount of \$3.65 per hour. At the conclusion of the eight-week

probation/training period, the inmate will be moved to full status or terminated for lack of performance.

c. LIABILITY LIMITS

- a. The Contractor, its agents or employees, pursuant to this Contract shall not be deemed employees of the Department of Corrections or the State of Oklahoma, nor as agents thereof, in any manner whatsoever. The Contractor, its agents or employees, shall not hold themselves out nor claim, demand, or apply for any right, defense or privilege applicable to an agent, employee, or officer of the Department of Corrections or the State of Oklahoma, including but not limited to worker's compensation, unemployment insurance benefits, social security benefits, retirement benefits, or the Governmental Torts Claim Act, 51 O.S. sec. 151 et seq.
- b. The parties agree that the Governmental Tort Claims Act, 51 O.S. sec. 151 et seq. is applicable. Nothing herein shall be construed as a waiver of the sovereign immunity defense for the State of Oklahoma or the Department of Corrections.
- c. Each party agrees not to seek any punitive damages against each other and each party agrees to be responsible for its own attorney's fees, except as indicated elsewhere in this Contract.
- d. Contractor agrees to protect, defend, indemnify, and hold harmless the State of Oklahoma, the Department, their agents or employees from any liability or claims arising out of or relating to products produced or services rendered under this Contract. The Contractor agrees that the Department and its agents or employees are not a guarantor of the products produced or the services rendered, nor for the work performed by any inmate or the employees of Contractor.

7. TERMINATION

- a. In the event the Oklahoma Legislature fails to appropriate funds or the Governor vetoes funds appropriated which effectively prohibits the Department from fulfilling its obligations under this Contract, this Contract shall terminate within sixty (60) days thereof.

- b. Either party may terminate this Contract for any reason by providing one hundred-twenty (120) days written notification to the other party by certified mail, return receipt requested. The notification period shall begin to run upon the date the return receipt is signed.
- c. In the event the safety and welfare of Contractor, its agents, or employees is jeopardized for reasons relating to the security of the Correctional Center, the Contract shall be suspended for an agreed upon period of time. In the event of any destruction of the building occupied because of natural acts or security disturbances the Contract may be suspended for an agreed upon period of time not to exceed 30 days from the date safety and welfare is deemed to not be in jeopardy. In the event of any destruction of the building occupied because of natural acts or security disturbances, the Contract may be suspended or terminated at the option of the Department if no suitable facility can be substituted within 45 days of such destruction or security disturbance.

8. BREACH, DEFAULT, AND DISPUTES

- a. Either party may terminate this Contract for the failure of the other party to perform as per the terms and conditions contained herein. Any damages shall be as authorized by law in a court of competent jurisdiction, except attorney's fees and related legal costs, which shall be borne by each party separately. Any mitigating circumstances shall be considered by both parties in determining failure to perform.
- b. In the event a bona fide dispute or a conflict of interest arises between the parties which cannot be resolved through reasonable diligence, either party may request mediation under the Oklahoma Dispute Resolution Act, 12 O.S. sec. 1801 et seq., as amended. Such request shall be agreed to by the other party. The parties agree that this process shall be binding and shall bar any legal action in a judicial or quasi-judicial tribunal. All costs relating to this process shall be borne separately by each party. Any dispute shall not affect the performance requirements and duties of this Contract. It shall remain in full force and effect unless otherwise terminated.
- c. In the event the Contractor fails to comply with the discrimination clause stated in OP030101 or causes actions that jeopardize the security interests of the Department, the Department may terminate or suspend this Contract until such compliance is gained or cure tendered.

9. RECORDS, DOCUMENTS, ACCOUNTS, AND REPORTS

The Contractor is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, which is later.

10. GOVERNING LAW AND SEVERABILITY

- a. If any provision, clause, or paragraph of this Contract or any document incorporated by reference shall be determined invalid by court of competent jurisdiction, such determination shall not affect the other provisions, clauses, or paragraphs of this Contract which are not affected by the determination. The provisions, clauses, or paragraphs, and any documents incorporated by reference are declared severable.
- b. This Contract shall be governed by the laws of the State of Oklahoma. Venue for any cause of action to enforce any provision of this Contract or breach of this Contract shall be in Oklahoma County District Court.

11. RULES AND REGULATIONS

This Contract contains all the terms and conditions agreed upon between the parties.

12. NOTICES

All notices, correspondence, inquiries, and concerns relating to this Contract shall be sent to:

Justin Farris, OCI Director
Oklahoma Correctional Industries
3402 Martin Luther King, Blvd.
Oklahoma City, OK 73111-4219

Charles M. Mätter
Case Energy Partners, LLC
4849 Greenville Ave. 1265
Dallas, TX 75206

All notices shall be sent by certified mail, return receipt requested. Email may be used where feasible with hard original copy to follow.

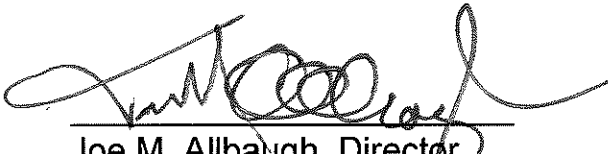
13. EXECUTION

This Contract may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. This Contract may be delivered by e-mail.


14. DATE OF EXECUTION

This contract is deemed executed on the latest date signed by parties below.

15. SIGNATURES


Joe M. Allbaugh, Director
Department of Corrections

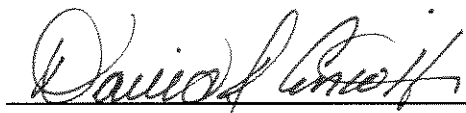
Date: April 24, 2018


Charles M. Mätter, Managing Partner
Case Energy Partners, LLC

Date: May 1, 2018

Approved by a vote of the Board of Corrections on this 24th day of April, 2018.

APPROVED AS TO FORM:


David A. Cincotta
General Counsel
Department of Corrections