

Amendment No. 2 to CONTRACT NO. 2022-
CONTRACT FOR THE STORAGE AND DELIVERY OF HELIUM
Between

and the
UNITED STATES OF AMERICA

The above identified Contract is amended as set forth below.

Preamble, second paragraph, preceding, "*Purchaser of the Federal Helium System upon Federal conveyance of the Federal Helium System to private ownership,*" insert, "*Real Property*".

All uses of the term "*Purchaser*" within this Contract and Amendment #1 should be replaced with "*Real Property Purchaser*".

Article I, Definitions, succeeding paragraph "1.29", add

"1.30 Bcf – The Term means one billion (1,000,000,000) standard cubic feet.

1.31 Helium Lot #1 – The term means the 1 Bcf of helium in the Federal Helium Reserve sold to a private entity (also, a "Person") in a separate transaction as part of the sale of the Federal Helium System. Helium Lot #1 does not constitute Primary Private Helium.

1.32 Real Property Purchaser's Helium – The term means the 0.8 Bcf of helium purchased during the sale of the Federal Helium System by the Real Property Purchaser. Real Property Purchaser's Helium does not constitute Primary Private Helium.

1.33 Priority Access – The term means the right for Purchaser of Helium Lot #1 and Real Property Purchaser to withdraw helium in times of shortage. Purchaser of Helium Lot #1 has an 11 percent Priority Access right and Real Property Purchaser has 9 percent Priority Access right."

Section 1.3, second paragraph, succeeding, "*Allocation will be calculated as a percentage of the remaining delivery capacity*" insert, "*(minus the 11 percent Priority Access for Helium Lot #1, and the 9 percent Priority Access for Real Property Purchaser's Helium)*"

Section 1.11, succeeding, "*Federal Helium Reserve*", insert "*as defined in 50 U.S.C. §167(3)), less Helium Lot #1;*"

Section 1.17 succeeding, "*Federal Helium Reserve*" insert "*, less Helium Lot #1*"

Section 1.18, succeeding, "*the Helium Reserve*" insert "*, less Helium Lot #1*"

Section 1.24 for purposes of this section all references to "*Purchaser*" should be made plural and refer to Purchaser of Helium Lot #1 and Real Property Purchaser.

Section 2.4 preceding, "*to receive Purchaser's New Helium*" insert "*and Purchaser of Helium Lot #1*".

Section 2.4 (b) second sentence, replace “is” with “of Helium Lot #1 and Real Property Purchaser are”. Add, “collectively” at the end of the second sentence.

Article II, Section 2.8, for purposes of this section all references to “Purchaser” should be made plural and refer to Purchaser of Helium Lot #1 and Real Property Purchaser. All references to “Purchaser’s New Helium” should be made plural.

Article IV, Section 4.1(c) preceding, “Transportation and Storage Fees” add “Prior to the Conveyance.” Succeeding the formula for “ST”, insert (before “Where”)

“After the conveyance, Transportation and Storage Fees. The transportation and storage fees will be calculated at the beginning of the Fiscal Year according to the following formula:

$$TR (\$/Mcf) = \frac{0.8 (B)}{(sf \times S) + A + D}$$

and

$$ST (\$/Mcf) = sf \times TR$$

After the conveyance, the Transportation and Storage Fees will be reduced to 80 percent because Purchaser of Helium Lot #1 and Real Property Purchaser are responsible for the remaining 20 percent.”

ST: delete “prior to the conveyance”.

Section 4.2(a) preceding, “(and not included in the fees identified in paragraph 4.1)”, insert “or Real Property Purchaser”.

Section 4.3(a) preceding “ $\frac{HV}{HV+NV} = HP$ ” add “0.75 x”.

Other than the foregoing modifications, no other term or condition of this Contract is amended hereby.

ACCEPTED AND AGREED:

THE UNITED STATES OF AMERICA

Date: _____

By: _____

Title: Helium Program Manager–Amarillo Field Office

PERSON: _____

Date: _____

By: _____

Title: _____