



® Inc.

NATURAL GAS PURCHASE AGREEMENT

1. **Nature of Service:** Seller, Tiger, Inc., agrees to sell and Barcelona Rino LLC, agrees to purchase and receive natural gas to serve 100% of the gas requirements for location indicated in the form of guaranteed supply on a Firm basis.
2. **Term:** Term of this Agreement shall commence and become effective the date of this contract or date of first gas deliveries available thereafter for 36 months, with yearly renewals thereafter unless canceled by either party upon 60 days written notice prior to yearly renewal.
3. **Quantity:** Seller shall deliver or cause to be delivered to Buyer all natural gas requirements each month during the term including applicable Local Distribution Company ("LDC") shrinkage.
4. **Price:** The sale price shall be per ATTACHED EXHIBIT A.
5. **Delivery Point:** The point of delivery shall be ATTACHED EXHIBIT A. Tiger shall be responsible to purchase and pay for the firm transportation and all other cost associated with the transportation rates for delivery to the LDC. Title to all gas shall pass from Seller to Buyer at the delivery point.
6. **Quantity and Measurement:** All gas shall be measured in accordance with currently acceptable industry standards and shall meet the quality and BTU specification of the transporting pipelines.
7. **Warranty of Title:** Seller warrants its title and right to sell all natural gas delivered here under and warrants that such gas shall be free and clear from liens and adverse claims and is in conformity with all valid laws, order, rules and regulations of duly constituted authorities having jurisdiction.
8. **Billing and Payment:** On or before the fifteenth (15th) of the month following each month of deliveries, Seller shall render to Buyer an invoice relating the total amount of gas sold hereunder during the preceding calendar month. Within fifteen days (15) of receipt of said invoice, Buyer shall render payment to Seller for the total amount of gas nominated (purchased) hereunder during the preceding calendar month. Interest shall be charged on the unpaid balance at the rate of 1.5% per month (18% annualized rate) from the due date until past due balance is received. If Buyer fails to pay thirty (30) days after payment is due, Seller, in addition to any other remedy it may have hereunder, may suspend further delivery of gas until such amount is paid in full.
9. **Force Majeure:** Neither party hereto shall be liable for any failure or performance due to causes beyond its reasonable control, the occurrence of which could not have been prevented by the exercise of due diligence, such as acts of God, acts of the other party, acts of civil or military authority, fires, strikes, floods, epidemics, war or riot.
10. **Assignment:** This contract may not be assigned without the written consent of both parties. Such consent shall not be unreasonably withheld or delayed. If customer sells property, and new owners don't take assignment, then current owner can give 30 days notice prior to the first of the month to cancel the contract without penalty.
11. **Governing Laws:** This contract shall be governed by the laws of the State of Colorado.
12. **Taxes:** The price shall include taxes imposed prior to the delivery point. All other taxes shall be passed through to Buyer unless Seller is supplied an appropriate city, state or federal certificate of tax-exemption.
13. **Liability:** Seller, TIGER, shall be liable for furnishing all gas requirements for Buyer on a firm basis (as outlined above), along with providing nomination data. During periods of gas system constraints, Buyer may be required to purchase/sell additional gas over their Maximum Daily Quantity ("MDQ") or baseload amount at then current market price and pass through to Buyer based on "Special Conditions" pricing below.
14. **Notices:** Written notices, confirmations, billing statements or other correspondence relating to this Agreement shall go to:

SELLER: TIGER, INC.
1422 E. 71st St. Suite J.
TULSA, OK 74136

BUYER Name: Barcelona Rino LLC

Facility Address: 2900 Larimer St
City, State, Zip: Denver, CO 80205

SELLER: Wire Transfer or ACH Numbers (if applicable):

BUYER PAYMENTS: Barcelona Rino LLC

BANK: BANK OF OKLAHOMA
ABA: 103900036
ACCT: 208357351
Other Details: For Credit to the Account of Tiger, Inc.

Attention: Jody Sommers
Billing Address: 20 Kethcum St
City, State Zip: Westport, CT 06880
Email invoices to: jsommers@barcelonawinebar.com

Executed this 24th day of February, 2022

SELLER: TIGER, INC.

BUYER: Barcelona Rino LLC

Seller's Signature _____

Buyer's Signature Jody Sommers

Printed Name _____


Printed Name Jody Sommers

Official Title: _____

Official Title CFO

TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY

EXHIBIT A

	Date: October 17, 2019 Transaction Confirmation # 1																										
This Transaction Confirmation is subject to the Natural Gas Purchase agreement between Seller and Buyer dated October 17, 2019. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of Receipt.																											
SELLER: Tiger, Inc. 4770 Baseline Rd., Suite 390 Boulder, CO 80303 Attn: Anthony L. Cianflone e-mail: anthonyc.tiger@yahoo.com Phone: (303) 665-8561 Fax: (303) 665-8428	BUYER: Barcelona Rino LLC 2900 Larimer St, Denver, CO 80205 Attn: Jody Sommers Email: jsommers@barcelonawinebar.com Phone: (203) 682-0528 Fax: () -																										
Contract Price: Tier One: Fixed Price: \$4.40 per Dth (April 1, 2022 – March 31, 2025) Tier Two: Index Price: Gas Market Report – Colorado Interstate Gas + \$.99 per Dth plus all transport costs on Public Service and the upstream transporter including fuel loss, service and facility charges, firming capacity charges, transport charges and/or applicable sales taxes and/or franchise fees.																											
Delivery Period: Begin: April 1, 2022 End: March 31, 2025 and year-to-year thereafter at the Tier Two price unless cancelled with at least 60 days written notice from one party to the other.																											
Performance Obligation and Contract Quantity: Firm (Fixed Quantity): Baseload Volume per Month in Dths: <table style="width: 100%; margin-top: 10px;"> <thead> <tr> <th style="text-align: left;"><u>Month</u></th> <th style="text-align: left;"><u>Volume</u></th> </tr> </thead> <tbody> <tr><td>January</td><td>150</td></tr> <tr><td>February</td><td>150</td></tr> <tr><td>March</td><td>150</td></tr> <tr><td>April</td><td>115</td></tr> <tr><td>May</td><td>110</td></tr> <tr><td>June</td><td>100</td></tr> <tr><td>July</td><td>100</td></tr> <tr><td>August</td><td>90</td></tr> <tr><td>September</td><td>85</td></tr> <tr><td>October</td><td>100</td></tr> <tr><td>November</td><td>120</td></tr> <tr><td>December</td><td>140</td></tr> </tbody> </table>		<u>Month</u>	<u>Volume</u>	January	150	February	150	March	150	April	115	May	110	June	100	July	100	August	90	September	85	October	100	November	120	December	140
<u>Month</u>	<u>Volume</u>																										
January	150																										
February	150																										
March	150																										
April	115																										
May	110																										
June	100																										
July	100																										
August	90																										
September	85																										
October	100																										
November	120																										
December	140																										
Delivery Point(s): Into Public Service Company of Colorado for Ultimate delivery to the facility(ies) Meter #																											
Special Conditions: When Buyer exceeds its baseload volume on a monthly basis, any additional gas used above that amount at the city-gate will be priced daily at daily midpoint – Cheyenne Hub plus \$.99 per Dth. During an Operational Flow Order ("OFO") if Buyer exceeds or under burns its average daily baseload volume the additional gas will be priced at market rates. When Buyer's metered volumes are less than the baseload volume on a monthly basis, any shortfall gas not used below that amount at the city-gate will be credited to the Buyer at the following months – CIG Index flat.																											
Seller: <u>TIGER, INC.</u> By: _____ Title: _____ Date: _____	Buyer: Barcelona Rino LLC By: <u>Jody Sommers</u> Title: <u>CFO</u> Date: <u>02/24/2022</u>																										

**AGENCY AGREEMENT
FOR PUBLIC SERVICE COMPANY OF COLORADO
GAS TRANSPORTATION SERVICES
(FOR USE WITH MASTER AGREEMENTS)**

The undersigned, by and on behalf of Barceloan Rino (Receiving Party), having a mailing address of 20 Kethcum St, Westport, CT 06880, hereby designates Tiger Natural Gas, Inc. (Agent Shipper), having a mailing address of 4770 Baseline Rd., Suite 390, Boulder, CO 80303, as its agent, with full authority to act on its behalf in obtaining and managing gas transportation service provided by Public Service Company of Colorado (Company), as specified below, for the transportation of gas supplies from Company's Receipt Points to Receiving Party at the following Delivery Point(s):

Barceloa Rino	2900 Larimer St, Denver, CO 80205	Meter #
---------------	-----------------------------------	---------

Receiving Party authorizes Agent Shipper to act on its behalf in contracting for gas transportation services provided by Company, arranging for the delivery of gas quantities to Company's Receipt Point(s) for Receiving Party including submitting all nominations therefore, managing gas transportation imbalances incurred on behalf of Receiving Party, receiving invoices from Company and paying all applicable charges for gas transportation service provided by Company to Receiving Party at the above Delivery Point(s). Receiving Party represents and warrants that it has not entered into a gas transportation service agreement with Company for deliveries to the above Delivery Point(s), but instead is hereby designating Agent Shipper to enter into such agreement with Company for that purpose on its behalf.

Agent Shipper and Receiving Party acknowledge that all service provided by Company is for the benefit of Receiving Party, and in the event that Agent Shipper or Receiving Party fails to make timely payment for service provided by Company, or otherwise is in default under the provision's of Company's Gas Transportation Tariff, this Agency Agreement may be revoked by Company and all service provided shall be subject to termination in accordance with Company's Gas Transportation Tariff. If such termination of service is as a result of Agent Shipper's failure to make payment, Receiving Party shall not be entitled to continued service, regardless of whether Receiving Party has made payment to Agent Shipper, until Company receives full and complete payment. Agent Shipper and Receiving Party shall be jointly and severally liable for all payments due and owing Company for all services provided.

As of the date in Section 9 below, Agent Shipper shall be authorized, in the following manner, to act on Receiving Party's behalf in obtaining and managing Company's gas transportation services.

- 1.) Agent Shipper shall be authorized to negotiate and execute gas transportation service agreement(s) with Company for the delivery of gas from various Receipt Points to the Delivery Point(s) specified above on behalf of Receiving Party. Receiving Party acknowledges and agrees that such agreement may be a Master Agreement, as defined in the Gas Transportation Tariff, that may include additional delivery points to other Receiving Parties that similarly have designated Agent Shipper as their agent.
- 2.) Receiving Party acknowledges and agrees that, in order for Agent Shipper to carry out its responsibilities hereunder, Agent Shipper shall have access to daily transportation quantities for all Delivery Points specified above. In addition, Agent Shipper shall be authorized to obtain from Company information pertaining to Receiving Party's historical

natural gas utilization at the Delivery Point(s) specified above.

- 3.) Agent Shipper shall nominate to Company, on Receiving Party's behalf for each of the Delivery Point(s) specified above, and otherwise schedule gas to meet Receiving Party's daily volume requirements and to resolve any and all gas transportation imbalances in accordance with the Company's Gas Transportation Terms and Conditions on file and in effect from time to time with the Commission. Agent Shipper authorizes the following personnel from its organization to make binding nominations for this purpose.

<u>Name:</u>	<u>Title:</u>	<u>Phone Number:</u>
<u>Janet Aery</u>	<u>Director-Gas Control Services</u>	<u>(918) 491-6998 Ext. 214</u>
<u>Cheryl Brooks</u>	<u>Gas Control Services</u>	<u>(918) 491-6998 Ext 217</u>

- 4.) Agent Shipper shall be authorized to approve, install and maintain phone lines or any associated equipment necessary for gas transportation service to the Receiving Party.
- 5.) Agent Shipper shall continue to act for Receiving Party in securing gas transportation services for so long as this Agency Agreement and the underlying gas transportation service agreement remains in effect. Gas transportation service may be terminated by either Agent Shipper or Receiving Party in accordance with the Termination provisions of the applicable Rate Schedule in Company's tariff. This Agency Agreement may be terminated by Receiving Party, effective upon the first day of any Month that Receiving Party is to commence receiving gas transportation service under a different Master Agreement or new gas transportation service agreement, by providing written notice to Agent Shipper and Company by the fourth Business Day preceding such effective date. This Agency Agreement may be terminated by Agent Shipper or Receiving Party by providing the other party and Company thirty (30) days' advance written notice to be effective upon the first day of the calendar month immediately following such thirty (30) day notice period. A shorter notice period and/or alternative effective date may be accepted by Company upon mutual agreement of Company, Agent Shipper and Receiving Party. Agent Shipper and Receiving Party acknowledge and agree that this Agency Agreement may also be revoked by Company or the underlying gas transportation service agreement between Company and Agent Shipper may be suspended or terminated by Company in accordance with the terms and conditions of Company's Gas Transportation Tariff. Any termination of gas transportation service shall be in accordance with and subject to the Company Gas Transportation Terms and Conditions on file and in effect with the Colorado Public Utilities Commission. Regardless of termination, Receiving Party shall continue to honor any commitments made by Agent Shipper to Company on its behalf for the period that the agency was in effect. Any imbalances attributable to Receiving Party upon revocation or termination of this Agency Agreement, or suspension or termination of the gas transportation service agreement between Company and Agent Shipper, shall be determined and resolved in accordance with Company's Gas Transportation Tariff.
- 6.) In the event the gas transportation service agreement between Agent Shipper and Company is suspended or terminated during the term of this Agency Agreement any Imbalance incurred by Agent Shipper which remains outstanding and is not resolved by Agent Shipper in accordance with Company's Gas Transportation Tariff shall be allocated on a *pro rata* basis to all Receiving Parties for which Agent Shipper was authorized through an Agency Agreement to aggregate Imbalances, based upon the total usage quantities of such Receiving Parties during the period in which such Imbalance arose. In the event any invoiced amounts due by Agent Shipper for charges, cashouts or penalties incurred as a result of Agent Shipper's responsibilities hereunder remain unpaid, such outstanding

charges and penalties shall be allocated to the Receiving Parties on the same *pro rata* basis as provided herein for allocating Imbalance quantities.

- 7.) Upon execution of said transportation agreement(s) by Agent Shipper for Receiving Party, Receiving Party shall be bound by the terms and conditions thereof as if Receiving Party had signed said agreement(s) directly as to the Delivery Point(s) specified above. After executing gas transportation agreement(s) for Receiving Party, Agent Shipper shall pay all applicable charges incurred for the benefit of Receiving Party in accordance with the Rules and Regulations for Natural Gas Service and the Gas Transportation Terms and Conditions on file and in effect from time to time with the Commission, including any charges for imbalance cashouts or any natural gas sold by Company thereunder.
- 8.) All obligations of Agent Shipper and Receiving Party to Company herein with respect to gas transportation service provided by Company shall survive termination of this Agency Agreement.
- 9.) This Agency Agreement shall become effective as of February 24, 2022.

This Agency Agreement is made and entered into this 24th day of February, 2022.

SIGNED:

Jody Sommers

(Receiving Party)

(Agent Shipper)

Jody Sommers

(print name)

Anthony L. Cianflone

(print name)

Title: CFO

Title: Director Rocky Mountain Operations