

AGENCY AGREEMENT
FOR PUBLIC SERVICE COMPANY OF COLORADO
GAS TRANSPORTATION SERVICE
(FOR USE WHEN AGENT HAS EXECUTED SERVICE AGREEMENT)

The undersigned, by and on behalf of Confluence Communities, LLC (Receiving Party), having a mailing address of 430 Indiana St, Golden, CO 80401 hereby designates Tiger Natural Gas, Inc. (Shipper), having a mailing address of 1157 Century Dr, Suite #230, Louisville, CO 80027, 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 (Transporter), as specified below, for the transportation of Natural Gas supplies from Transporter's Receipt Point(s) to Receiving Party at the following Delivery Point(s):

Basecamp	1630 8 th St, Golden, CO 80401
Premise #304877324	
West 8th	1410 8 th St, Golden, CO 80401
Premise #304362424	
West 8th	1410 8 th St, Golden, CO 80401
Premise #304362425	
Timberline	5705 Simms St, Arvada, CO 80002
Premise #304734974	
Timberline	5706 Taber St, Arvada, CO 80002
Premise #304741419	
Timberline	5705 Simms St, Arvada, CO 80002
Premise #304725019	
Timberline	5705 Simms St, Arvada, CO 80002
Premise #304729859	
Timberline	5705 Simms St, Arvada, CO 80002
Premise #304730099	
Timberline	5705 Simms St, Arvada, CO 80002
Premise #304733616	
Timberline	5705 Simms St, Arvada, CO 80002
Premise #304735401	
Timberline	5705 Simms St, Arvada, CO 80002
Premise #304740776	
Timberline	5705 Simms St, Arvada, CO 80002
Premise #304741785	
Timberline	5705 Simms St, Arvada, CO 80002
Premise #304741821	

Timberline	5705 Simms St, Arvada, CO 80002
Premise #304751703	
Timberline	5705 Simms St, Arvada, CO 80002
Premise #304753753	
Timberline	5705 Simms St, Arvada, CO 80002
Premise #304753892	
Timberline	5705 Simms St, Arvada, CO 80002
Premise #304753979	
Timberline	5705 Simms St, Arvada, CO 80002
Premise #304754042	
Timberline	5705 Simms St, Arvada, CO 80002
Premise #304765018	
Corporate Office	430 Indiana St, Golden, CO 80401
Premise #303881529	
GW	16500 S Golden Rd, Golden, CO 80401
Premise #301856731	

Receiving Party authorizes Shipper to act on its behalf in managing gas transportation on Transporter's System, including, but not limited to, contracting for Gas Transportation Service provided by Transporter, approving, installing, and maintaining communications lines or any associated equipment for Gas Transportation Service; arranging for the delivery of Gas quantities to Transporter'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 Transporter, and paying all applicable charges for Gas Transportation Service provided by Transporter to Receiving Party at the above Delivery Point(s), including, but not limited to, any charges for Imbalance cashouts or any natural gas sold by Transporter consistent with Transporter's Gas tariff. Receiving Party represents and warrants that it has not entered into a Gas Transportation Service Agreement (Service Agreement) with Transporter for deliveries to the above Delivery Point(s), but instead is hereby designating Shipper to enter into such agreement with Transporter for that purpose on its behalf.

Shipper and Receiving Party acknowledge that all service provided by Transporter is for the benefit of Receiving Party and that nothing prohibits the Transporter from directly contacting the Receiving Party if needed. Receiving Party and Shipper are subject to the Transporter's Gas tariff, and other tariff obligations or agreements with Transporter. In the event that Shipper or Receiving Party fails to make timely payment for service provided by Transporter, or otherwise is in default under the provisions of Transporter's Gas tariff, this Agency Agreement may be revoked by Transporter and all service

provided shall be subject to suspension or termination in accordance with Transporter 's Gas tariff. If such suspension or termination of service is as a result of Shipper's failure to make payment, Receiving Party shall not be entitled to continued service, regardless of whether Receiving Party has made payment to Shipper, until Transporter receives full and complete payment. Shipper and Receiving Party shall be jointly and severally liable for all of Receiving Party's payments due and owing Transporter for all services provided.

Shipper shall nominate to Transporter, 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 Transporter's Gas tariff on file and in effect from time to time with the Commission. Shipper authorizes personnel from its organization to make binding nominations for this purpose.

If Receiving Party provides Transporter with a subsequent Agency Agreement covering the same Delivery Point(s), this Agreement will be deemed terminated and will no longer be honored by Transporter.

All obligations of Shipper and Receiving Party to Transporter with respect to Gas Transportation Service provided by Transporter shall survive termination of this Agency Agreement.

This Agency Agreement shall become effective as of April 30, 2024 and shall continue until terminated in accordance with the Transporter's Gas tariff.

Each individual signing this Agency Agreement on behalf of Receiving Party and Shipper represents and warrants that he or she possesses the requisite authority to bind Receiving Party or Shipper to this Agreement, and agrees to indemnify and hold harmless Transporter from any claim that such authority did not exist.

This Agency Agreement is made and entered into this 30th day of April 2024.

SIGNED:

Tiffany Sweeney

(Receiving Party)

Tiffany Sweeney

(print name)

Title: VP of Property Managemen

Date: 04/30/2024

(Shipper)

Brian Davisson
(print name)

Title: Director-Rocky Mountain Region

Date: April 30, 2024

FORM OF AGENCY AGREEMENT
BLACK HILLS GAS DISTRIBUTION, LLC
DISTRIBUTION TRANSPORTATION SERVICE

The undersigned, by and on behalf of Confluence Companies (Shipper), having a mailing address of
115 & 215 S Wilcox St, Castle Rock, CO 80104, hereby designates

Tiger Natural Gas, Inc. (Agent), having a mailing address of
1157 Century Dr, Suite #230, Louisville CO 80027, as its Agent, with full authority to act on its behalf in managing gas transportation on Black Hills Gas Distribution, LLC (Company), as specified below, for the transportation of gas supplies from Company's Receipt Points to the Primary Delivery Point(s) as shown in the Service Agreement(s).

Shipper authorizes Agent to act on its behalf in managing gas transportation on Company's system, arranging for the delivery of gas quantities to Company's Receipt Point(s) for Shipper including submitting all nominations therefor, managing gas transportation Imbalances incurred on behalf of Shipper, receiving invoices from Company and paying all applicable charges for distribution transportation service provided by Company to Shipper at the above Premise(s). For areas where Rocky Mountain Natural Gas LLC is the upstream provider, Shipper also authorizes Agent to hold upstream transportation services and storage capacity, as applicable, through a limited-term Partial Assignment of the upstream capacity whereby Agent will be the Shipper on the upstream Rocky Mountain Natural Gas LLC pipeline.

Agent and Shipper acknowledge that all service provided by Company is for the benefit of Shipper. Shipper and its Agent acting on its behalf shall be subject to the Rate Schedules and General Terms and Conditions of the Company's Schedule of Rates for Natural Gas Service. In the event that Agent or Shipper fails to make timely payment for service provided by Company, or otherwise is in default under the provisions of Company's Schedule of Rates for Natural Gas Service, this Agency Agreement may be revoked by Company and all service provided shall be subject to termination in accordance with Company's Schedule of Rates for Natural Gas Service. If such termination of service is a result of Agent's failure to make payment, Shipper shall not be entitled to continued service, regardless of whether Shipper has made payment to Agent until Company receives full and complete payment or satisfactory payment arrangements between Shipper and Company have been made as determined by Company. Shipper shall be solely liable for all payments due and owing to Company for all services provided by Company.

Black Hills Gas Distribution, LLC shall provide consent to this Agency Agreement as is indicated by the signature(s) below.

As of the effective date specified below, Agent shall be authorized, in the following manner, to act on Shipper's behalf in managing Company's gas transportation services.

This Agency Agreement shall become effective on June 1, 2025, and shall end on _____, 20____. The minimum term of this Agency Agreement shall be a term of 30 days ("Minimum Term"). This Agency Agreement must start on the first day of a calendar month and must end on the last day of a calendar month. If no end date is specified herein, then upon expiration of the Minimum Term, this Agency Agreement shall automatically renew for successive 30 day periods (each, a "Renewal Term"), unless either party provides the other party with at least thirty (30) days written notice of its intent not to renew.

This Agency Agreement is made and entered into this
30th day of April, 2024.

FORM OF AGENCY AGREEMENT
BLACK HILLS GAS DISTRIBUTION, LLC
DISTRIBUTION TRANSPORTATION SERVICE

Each individual signing this Agreement on behalf of Shipper and Agent represents and warrants that he or she is an officer of the Shipper or Agent, as applicable, or otherwise possesses the requisite authority to do so and thereby bind the Shipper or Agent, as applicable, to this Agreement, and agrees to indemnify and hold harmless Company from any claim that such authority did not exist.

_____ (Shipper)	_____ (Agent)
Tiffany Sweeney	
(print name)	(print name)
Title: VP of Property Man	Title: _____

CONSENTED TO BY:

Black Hills Gas Distribution, LLC
600 12th Street, Suite 300
Golden, CO 80401

By: _____

Title: _____



NATURAL GAS PURCHASE AGREEMENT

1. **Nature of Service:** Seller, Tiger, Inc., agrees to sell and Buyer (Customer of Record), Confluence Companies-West 8th 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 1 year 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 LDC shrinkage.
4. **Price:** The sale price shall be ATTACHED ON 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. Oral transactions shall be considered legally binding.
5. **Delivery Point:** The point of delivery shall be XCEL Energy Citygate. 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 Citygate. Title to all gas shall pass from Seller to Buyer at this 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. **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. Early termination damages may apply.
8. **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.
9. **Assignment:** Buyer may not assign this contract without Seller's written consent, and such consent shall not be unreasonably withheld or delayed.
10. **Governing Laws:** This contract shall be governed by the laws of the State of Oklahoma.
11. **Taxes:** The price shall include taxes imposed prior to the delivery point. All other taxes, tariffs, laws, orders, rules, and fees shall be passed through to Buyer. Seller may supply an appropriate city, state or federal certificate of tax-exemption.
12. **Credit:** Credit information must be submitted by Buyer to Seller upon request by Seller. Seller, in its sole judgment, shall make a determination if Buyer meets credit acceptability. If Seller has reasonable grounds for insecurity regarding creditworthiness, Seller may demand adequate assurance for gas deliveries in the form and amount reasonably acceptable by Seller.
13. **Event of Default:** Event of default shall mean (a) the failure of either Buyer or its guarantor to make any payment required by the due date and the failure is not remedied within ten (10) days of receipt of written demand for cure; or (b) the failure of Buyer to provide satisfactory credit assurance within ten (10) days of said demand. Upon the occurrence of an Event of Default, the non-defaulting party may; (a) suspend future natural gas deliveries; (b) terminate and liquidate any agreements between Buyer and Seller; (c) determine a settlement amount by calculating gains, losses, and costs (including reasonable attorney's fees) incurred as the result of the liquidation and collections of monies owed to the other party. The settlement amount due the non-defaulting party will be due within five (5) days of the receipt of written notice.
14. **Regulatory Compliance:** This agreement is subject to all tariffs, orders, rules, taxes and regulations issued, approved by or on file with duly constituted governmental authorities having jurisdiction ("Laws"). Any changes in Laws that affect the cost may be passed through to Buyer.
15. **Operation Flow Orders:** During periods of OFO's, critical days or gas constraints, Buyer may be required to limit usage to the average daily base load volume, additional gas may be bought/sold at market price.

☐ By checking this box you agree to receive emails, phone calls, and text messages in regards to your account with Tiger Natural Gas. Message and data rates may apply.

16. Notices: Written notices, confirmations, billing statements or other correspondence relating to this Agreement shall go to:

Seller: TIGER, INC.

7812 E. 108th St S. Suite C.

TULSA, OK 74133

(888) 875-6122

bdavisson@tigernaturalgas.com

Buyer Name: Confluence Companies-West 8th

Facility Address: 1410 8th Street

City, State, Zip, County: Golden, CO 80401

Contact Phone: (303) 643-5784

Contact Email: tlyons@confluenceco.com

Seller: *Wire Transfer or ACH Numbers (if applicable):*

BANK: BANK OF OKLAHOMA

ABA: 103900036

ACCT: 208357351

Attention: Terry Lyons

Billing Address: 430 Indiana St

City, State Zip: Golden, CO 80401

County: _____

Other Details: For Credit to the Account of Tiger, Inc.

Email invoices to: tiffany@confluenceco.com

This Agreement was executed on the 30th day of April, 2024

SELLER: TIGER, INC.

BUYER: Confluence Companies-West 8th

Seller's Signature: _____ Buyer's Signature: Tiffany Sweeney

Printed Name: Johnathan Burris Printed Name: Tiffany Sweeney

Official Title: EVP Official Title: VP of Property Management

V 1 January 16, 2023

Marketer: Brian Davisson

TRANSACTION CONFIRMATION

EXHIBIT A
FOR IMMEDIATE DELIVERYDate: April 30, 2024

Transaction Confirmation #: 1

This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated April 30, 2024. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.

SELLER:

TIGER, INC.
P.O. BOX 702437
TULSA, OK 74170
Attn: Brian Davisson
Phone: 303-665-8561
Fax: 918 491-6659
Email: bdavisson@Tigernaturalgas.com
Transporter: XCEL Energy

BUYER:

Confluence Companies-West 8th
1410 8th Street
Golden, CO 80401
Attn: Terry Lyons
Phone: (303) 643-5784
Fax:
Buyers Email: tlyons@confluenceco.com

Contract Price: I.F.-CIG plus \$1.5000 per Dth plus all transport costs, plus all upstream charges, including but not limited to fuel loss, service and facility charges, firming capacity charges, market premium and/or applicable sales taxes and/or franchise fees.

*Subject to Refresh

Delivery Period: Begin: Date of First Flows

End: 36 Months After Date of First Flows

Delivery Point(s): XCEL Energy

Special Conditions:

Volume: Monthly volume nominations will be based on historical usage unless otherwise noted from Buyer to Seller.

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
240	220	240	220	220	220	120	120	140	140	170	190

Over/Under Pricing: When buyer exceeds the monthly volumes specified above, any additional gas used will be priced at GD Midpoint CIG + \$ 1.50 per Dths. When buyer burns less than the monthly volumes specified above, any volumes below amount will be priced at GD Midpoint CIG - \$ 0.00 per Dths. Sellbacks cannot exceed the weighted average contract price charged in a delivery period.

Operation Flow Orders: During periods of OFO's, critical days or gas constraints, Buyer may be required to limit usage to the average daily base load volume, additional gas may be bought/sold at market price. Including but not limited to PSCO TF Back-up supply rate and any associated overrun penalties.

Cancellation & Renewal: Either Party may cancel this Transaction Confirmation with at least a 60-day written notice prior to "Delivery Period End." If notice is not given the Transaction Confirmation will renew automatically for 1 year and the default rate shall be I.F.-CIG plus \$ 1.5 per Dths, plus all transport costs, plus all upstream charges, including but not limited to fuel loss, service and facility charges, firming capacity charges, market premium and/or applicable sales taxes and/or franchise fees.

Seller: TIGER, INC.

By: _____

Title: EVP

Date:

Buyer: Confluence Companies-West 8th

By: Tiffany Sweeney

Title: VP of Property Managemen

Date: 04/30/2024

EXHIBIT B

Account Number	Site	Meter	Address	City	State	Zip
304362425			1410 8th Street	Golden	CO	80401
304362424			1410 8th Street	Golden	CO	80401



® Inc.

NATURAL GAS PURCHASE AGREEMENT

1. **Nature of Service:** Seller, Tiger, Inc., agrees to sell and Buyer (Customer of Record), Confluence Companies-Corporate Office 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 1 year 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 LDC shrinkage.
4. **Price:** The sale price shall be ATTACHED ON 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. Oral transactions shall be considered legally binding.
5. **Delivery Point:** The point of delivery shall be XCEL Energy Citygate. 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 Citygate. Title to all gas shall pass from Seller to Buyer at this 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. **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. Early termination damages may apply.
8. **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.
9. **Assignment:** Buyer may not assign this contract without Seller's written consent, and such consent shall not be unreasonably withheld or delayed.
10. **Governing Laws:** This contract shall be governed by the laws of the State of Oklahoma.
11. **Taxes:** The price shall include taxes imposed prior to the delivery point. All other taxes, tariffs, laws, orders, rules, and fees shall be passed through to Buyer. Seller may supply an appropriate city, state or federal certificate of tax-exemption.
12. **Credit:** Credit information must be submitted by Buyer to Seller upon request by Seller. Seller, in its sole judgment, shall make a determination if Buyer meets credit acceptability. If Seller has reasonable grounds for insecurity regarding creditworthiness, Seller may demand adequate assurance for gas deliveries in the form and amount reasonably acceptable by Seller.
13. **Event of Default:** Event of default shall mean (a) the failure of either Buyer or its guarantor to make any payment required by the due date and the failure is not remedied within ten (10) days of receipt of written demand for cure; or (b) the failure of Buyer to provide satisfactory credit assurance within ten (10) days of said demand. Upon the occurrence of an Event of Default, the non-defaulting party may; (a) suspend future natural gas deliveries; (b) terminate and liquidate any agreements between Buyer and Seller; (c) determine a settlement amount by calculating gains, losses, and costs (including reasonable attorney's fees) incurred as the result of the liquidation and collections of monies owed to the other party. The settlement amount due the non-defaulting party will be due within five (5) days of the receipt of written notice.
14. **Regulatory Compliance:** This agreement is subject to all tariffs, orders, rules, taxes and regulations issued, approved by or on file with duly constituted governmental authorities having jurisdiction ("Laws"). Any changes in Laws that affect the cost may be passed through to Buyer.
15. **Operation Flow Orders:** During periods of OFO's, critical days or gas constraints, Buyer may be required to limit usage to the average daily base load volume, additional gas may be bought/sold at market price.

☐ By checking this box you agree to receive emails, phone calls, and text messages in regards to your account with Tiger Natural Gas. Message and data rates may apply.

16. Notices: Written notices, confirmations, billing statements or other correspondence relating to this Agreement shall go to:

Seller: TIGER, INC.

7812 E. 108th St S. Suite C.

TULSA, OK 74133

(888) 875-6122

bdavisson@tigernaturalgas.com

Buyer Name: Confluence Companies-Corporate Office

Facility Address: 430 Indiana St

City, State, Zip, County: Golden, CO 80401

Contact Phone: (303) 643-5784

Contact Email: tlyons@confluenceco.com

Seller: *Wire Transfer or ACH Numbers (if applicable):*

BANK: BANK OF OKLAHOMA

ABA: 103900036

ACCT: 208357351

Attention: Terry Lyons

Billing Address: 430 Indiana St

City, State Zip: Golden, CO 80401

County: _____

Other Details: For Credit to the Account of Tiger, Inc.

Email invoices to: tiffany@confluenceco.com

This Agreement was executed on the 30th day of April, 2024

SELLER: TIGER, INC.

BUYER: Confluence Companies-Corporate Office

Seller's Signature: _____ Buyer's Signature: Tiffany Sweeney

Printed Name: Johnathan Burris Printed Name: Tiffany Sweeney

Official Title: EVP Official Title: 04/30/2024

V 1 January 16, 2023

Marketer: Brian Davisson

TRANSACTION CONFIRMATION

EXHIBIT A
FOR IMMEDIATE DELIVERYDate: April 30, 2024

Transaction Confirmation #: 1

This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated April 30, 2024. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.

SELLER:

TIGER, INC.
P.O. BOX 702437
TULSA, OK 74170
Attn: Brian Davisson
Phone: 303-665-8561
Fax: 918 491-6659
Email: bdavisson@Tigernaturalgas.com
Transporter: XCEL Energy

BUYER:

Confluence Companies-Corporate Office
430 Indiana St
Golden, CO 80401
Attn: Terry Lyons
Phone: (303) 643-5784
Fax:
Buyers Email: tlyons@confluenceco.com

Contract Price: I.F.-CIG plus \$1.5000 per Dth plus all transport costs, plus all upstream charges, including but not limited to fuel loss, service and facility charges, firming capacity charges, market premium and/or applicable sales taxes and/or franchise fees.

*Subject to Refresh

Delivery Period: Begin: Date of First Flows

End: 36 Months After Date of First Flows

Delivery Point(s): XCEL Energy

Special Conditions:

Volume: Monthly volume nominations will be based on historical usage unless otherwise noted from Buyer to Seller.

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
60	50	60	50	50	50	30	30	30	30	40	40

Over/Under Pricing: When buyer exceeds the monthly volumes specified above, any additional gas used will be priced at GD Midpoint CIG + \$ 1.50 per Dths. When buyer burns less than the monthly volumes specified above, any volumes below amount will be priced at GD Midpoint CIG - \$ 0.00 per Dths. Sellbacks cannot exceed the weighted average contract price charged in a delivery period.

Operation Flow Orders: During periods of OFO's, critical days or gas constraints, Buyer may be required to limit usage to the average daily base load volume, additional gas may be bought/sold at market price. Including but not limited to PSCO TF Back-up supply rate and any associated overrun penalties.

Cancellation & Renewal: Either Party may cancel this Transaction Confirmation with at least a 60-day written notice prior to "Delivery Period End." If notice is not given the Transaction Confirmation will renew automatically for 1 year and the default rate shall be I.F.-CIG plus \$ 1.5 per Dths, plus all transport costs, plus all upstream charges, including but not limited to fuel loss, service and facility charges, firming capacity charges, market premium and/or applicable sales taxes and/or franchise fees.

Seller: TIGER, INC.

By: _____

Title: EVP

Date:

Buyer: Confluence Companies-Corporate Office

By: Tiffany Sweeney

Title: VP of Property Management

Date: 04/30/2024

EXHIBIT B

Account Number	Site	Meter	Address	City	State	Zip
303881529	Corporate Office		430 Indiana St	Golden	CO	80401



® Inc.

NATURAL GAS PURCHASE AGREEMENT

1. **Nature of Service:** Seller, Tiger, Inc., agrees to sell and Buyer (Customer of Record), Confluence Companies-Basecamp 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 1 year 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 LDC shrinkage.
4. **Price:** The sale price shall be ATTACHED ON 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. Oral transactions shall be considered legally binding.
5. **Delivery Point:** The point of delivery shall be XCEL Energy Citygate. 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 Citygate. Title to all gas shall pass from Seller to Buyer at this 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. **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. Early termination damages may apply.
8. **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.
9. **Assignment:** Buyer may not assign this contract without Seller's written consent, and such consent shall not be unreasonably withheld or delayed.
10. **Governing Laws:** This contract shall be governed by the laws of the State of Oklahoma.
11. **Taxes:** The price shall include taxes imposed prior to the delivery point. All other taxes, tariffs, laws, orders, rules, and fees shall be passed through to Buyer. Seller may supply an appropriate city, state or federal certificate of tax-exemption.
12. **Credit:** Credit information must be submitted by Buyer to Seller upon request by Seller. Seller, in its sole judgment, shall make a determination if Buyer meets credit acceptability. If Seller has reasonable grounds for insecurity regarding creditworthiness, Seller may demand adequate assurance for gas deliveries in the form and amount reasonably acceptable by Seller.
13. **Event of Default:** Event of default shall mean (a) the failure of either Buyer or its guarantor to make any payment required by the due date and the failure is not remedied within ten (10) days of receipt of written demand for cure; or (b) the failure of Buyer to provide satisfactory credit assurance within ten (10) days of said demand. Upon the occurrence of an Event of Default, the non-defaulting party may; (a) suspend future natural gas deliveries; (b) terminate and liquidate any agreements between Buyer and Seller; (c) determine a settlement amount by calculating gains, losses, and costs (including reasonable attorney's fees) incurred as the result of the liquidation and collections of monies owed to the other party. The settlement amount due the non-defaulting party will be due within five (5) days of the receipt of written notice.
14. **Regulatory Compliance:** This agreement is subject to all tariffs, orders, rules, taxes and regulations issued, approved by or on file with duly constituted governmental authorities having jurisdiction ("Laws"). Any changes in Laws that affect the cost may be passed through to Buyer.
15. **Operation Flow Orders:** During periods of OFO's, critical days or gas constraints, Buyer may be required to limit usage to the average daily base load volume, additional gas may be bought/sold at market price.

☐ By checking this box you agree to receive emails, phone calls, and text messages in regards to your account with Tiger Natural Gas. Message and data rates may apply.

16. Notices: Written notices, confirmations, billing statements or other correspondence relating to this Agreement shall go to:

Seller: TIGER, INC.

7812 E. 108th St S. Suite C.

TULSA, OK 74133

(888) 875-6122

bdavisson@tigernaturalgas.com

Buyer Name: Confluence Companies-Basecamp

Facility Address: 1630 8th St

City, State, Zip, County: Golden, CO 80401

Contact Phone: (303) 643-5784

Contact Email: tlyons@confluenceco.com

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

BANK: BANK OF OKLAHOMA

ABA: 103900036

ACCT: 208357351

Attention: Terry Lyons

Billing Address: 430 Indiana St

City, State Zip: Golden, CO 80401

County: _____

Other Details: For Credit to the Account of Tiger, Inc.

Email invoices to: tiffany@confluenceco.com

This Agreement was executed on the 30th day of April, 2024

SELLER: TIGER, INC.

BUYER: Confluence Companies-Basecamp

Seller's Signature: _____ Buyer's Signature: Tiffany Sweeney

Printed Name: Johnathan Burris Printed Name: Tiffany Sweeney

Official Title: EVP Official Title: VP of Property Management

V 1 January 16, 2023

Marketer: Brian Davisson

TRANSACTION CONFIRMATION

EXHIBIT A
FOR IMMEDIATE DELIVERYDate: April 30, 2024

Transaction Confirmation #: 1

This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated April 30, 2024. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.

SELLER:

TIGER, INC.
P.O. BOX 702437
TULSA, OK 74170
Attn: Brian Davisson
Phone: 303-665-8561
Fax: 918 491-6659
Email: bdavisson@Tigernaturalgas.com
Transporter: XCEL Energy

BUYER:

Confluence Companies-Basecamp
1630 8th St
Golden, CO 80401
Attn: Terry Lyons
Phone: (303) 643-5784
Fax:
Buyers Email: tlyons@confluenceco.com

Contract Price: I.F.-CIG plus \$1.5000 per Dth plus all transport costs, plus all upstream charges, including but not limited to fuel loss, service and facility charges, firming capacity charges, market premium and/or applicable sales taxes and/or franchise fees.

Delivery Period: Begin: Date of First Flows

End: 36 Months After Date of First Flows

Delivery Point(s): XCEL Energy**Special Conditions:**

Volume: Monthly volume nominations will be based on historical usage unless otherwise noted from Buyer to Seller.

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
200	200	200	200	200	200	100	100	120	120	140	200

Over/Under Pricing: When buyer exceeds the monthly volumes specified above, any additional gas used will be priced at GD Midpoint CIG + \$ 1.50 per Dths. When buyer burns less than the monthly volumes specified above, any volumes below amount will be priced at GD Midpoint CIG - \$ 0.00 per Dths. Sellbacks cannot exceed the weighted average contract price charged in a delivery period.

Operation Flow Orders: During periods of OFO's, critical days or gas constraints, Buyer may be required to limit usage to the average daily base load volume, additional gas may be bought/sold at market price. Including but not limited to PSCO TF Back-up supply rate and any associated overrun penalties.

Cancellation & Renewal: Either Party may cancel this Transaction Confirmation with at least a 60-day written notice prior to "Delivery Period End." If notice is not given the Transaction Confirmation will renew automatically for 1 year and the default rate shall be I.F.-CIG plus \$ 1.5 per Dths, plus all transport costs, plus all upstream charges, including but not limited to fuel loss, service and facility charges, firming capacity charges, market premium and/or applicable sales taxes and/or franchise fees.

Seller: TIGER, INC.**By:** _____**Title:** EVP**Date:****Buyer:** Confluence Companies-Basecamp**By:** Tiffany Sweeney**Title:** VP of Property Management**Date:** 04/30/2024

EXHIBIT B

Account Number	Site	Meter	Address	City	State	Zip
304877324	Basecamp		1630 8th St	Golden	CO	80401



NATURAL GAS PURCHASE AGREEMENT

1. **Nature of Service:** Seller, Tiger, Inc., agrees to sell and Buyer (Customer of Record), Confluence Companies-Timberline 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 1 year 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 LDC shrinkage.
4. **Price:** The sale price shall be ATTACHED ON 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. Oral transactions shall be considered legally binding.
5. **Delivery Point:** The point of delivery shall be XCEL Energy Citygate. 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 Citygate. Title to all gas shall pass from Seller to Buyer at this 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. **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. Early termination damages may apply.
8. **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.
9. **Assignment:** Buyer may not assign this contract without Seller's written consent, and such consent shall not be unreasonably withheld or delayed.
10. **Governing Laws:** This contract shall be governed by the laws of the State of Oklahoma.
11. **Taxes:** The price shall include taxes imposed prior to the delivery point. All other taxes, tariffs, laws, orders, rules, and fees shall be passed through to Buyer. Seller may supply an appropriate city, state or federal certificate of tax-exemption.
12. **Credit:** Credit information must be submitted by Buyer to Seller upon request by Seller. Seller, in its sole judgment, shall make a determination if Buyer meets credit acceptability. If Seller has reasonable grounds for insecurity regarding creditworthiness, Seller may demand adequate assurance for gas deliveries in the form and amount reasonably acceptable by Seller.
13. **Event of Default:** Event of default shall mean (a) the failure of either Buyer or its guarantor to make any payment required by the due date and the failure is not remedied within ten (10) days of receipt of written demand for cure; or (b) the failure of Buyer to provide satisfactory credit assurance within ten (10) days of said demand. Upon the occurrence of an Event of Default, the non-defaulting party may; (a) suspend future natural gas deliveries; (b) terminate and liquidate any agreements between Buyer and Seller; (c) determine a settlement amount by calculating gains, losses, and costs (including reasonable attorney's fees) incurred as the result of the liquidation and collections of monies owed to the other party. The settlement amount due the non-defaulting party will be due within five (5) days of the receipt of written notice.
14. **Regulatory Compliance:** This agreement is subject to all tariffs, orders, rules, taxes and regulations issued, approved by or on file with duly constituted governmental authorities having jurisdiction ("Laws"). Any changes in Laws that affect the cost may be passed through to Buyer.
15. **Operation Flow Orders:** During periods of OFO's, critical days or gas constraints, Buyer may be required to limit usage to the average daily base load volume, additional gas may be bought/sold at market price.

☐ By checking this box you agree to receive emails, phone calls, and text messages in regards to your account with Tiger Natural Gas. Message and data rates may apply.

16. Notices: Written notices, confirmations, billing statements or other correspondence relating to this Agreement shall go to:

Seller: TIGER, INC.

7812 E. 108th St S. Suite C.

TULSA, OK 74133

(888) 875-6122

bdavisson@tigernaturalgas.com

Buyer Name: Confluence Companies-Timberline

Facility Address: 5705 Simms Street

City, State, Zip, County: Arvada, CO 80002

Contact Phone: (303) 643-5784

Contact Email: tlyons@confluenceco.com

Seller: *Wire Transfer or ACH Numbers (if applicable):*

BANK: BANK OF OKLAHOMA

ABA: 103900036

ACCT: 208357351

Attention: Terry Lyons

Billing Address: 430 Indiana St

City, State Zip: Golden, CO 80401

County: _____

Other Details: For Credit to the Account of Tiger, Inc.

Email invoices to: tiffany@confluenceco.com

This Agreement was executed on the 30th day of April, 2024

SELLER: TIGER, INC.

BUYER: Confluence Companies-Timberline

Tiffany Sweeney

Seller's Signature: _____ Buyer's Signature: _____

Printed Name: Johnathan Burris Printed Name: Tiffany Sweeney

Official Title: EVP Official Title: VP of Property Management

V 1 January 16, 2023

Marketer: Brian Davisson

TRANSACTION CONFIRMATION

EXHIBIT A
FOR IMMEDIATE DELIVERYDate: April 30, 2024

Transaction Confirmation #: 1

This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated April 30, 2024. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.

SELLER:

TIGER, INC.
P.O. BOX 702437
TULSA, OK 74170
Attn: Brian Davisson
Phone: 303-665-8561
Fax: 918 491-6659
Email: bdavisson@Tigernaturalgas.com
Transporter: XCEL Energy

BUYER:

Confluence Companies-Timberline
5705 Simms Street
Arvada, CO 80002
Attn: Terry Lyons
Phone: (303) 643-5784
Fax:
Buyers Email: tlyons@confluenceco.com

Contract Price: I.F.-CIG plus \$1.5000 per Dth plus all transport costs, plus all upstream charges, including but not limited to fuel loss, service and facility charges, firming capacity charges, market premium and/or applicable sales taxes and/or franchise fees.

Delivery Period: Begin: Date of First Flows

End: 36 Months After Date of First Flows

Delivery Point(s): XCEL Energy**Special Conditions:**

Volume: Monthly volume nominations will be based on historical usage unless otherwise noted from Buyer to Seller.

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1210	1120	1210	1120	1120	1120	610	610	680	680	810	880

Over/Under Pricing: When buyer exceeds the monthly volumes specified above, any additional gas used will be priced at GD Midpoint CIG + \$ 1.50 per Dths. When buyer burns less than the monthly volumes specified above, any volumes below amount will be priced at GD Midpoint CIG - \$ 0.00 per Dths. Sellbacks cannot exceed the weighted average contract price charged in a delivery period.

Operation Flow Orders: During periods of OFO's, critical days or gas constraints, Buyer may be required to limit usage to the average daily base load volume, additional gas may be bought/sold at market price. Including but not limited to PSCO TF Back-up supply rate and any associated overrun penalties.

Cancellation & Renewal: Either Party may cancel this Transaction Confirmation with at least a 60-day written notice prior to "Delivery Period End." If notice is not given the Transaction Confirmation will renew automatically for 1 year and the default rate shall be I.F.-CIG plus \$ 1.5 per Dths, plus all transport costs, plus all upstream charges, including but not limited to fuel loss, service and facility charges, firming capacity charges, market premium and/or applicable sales taxes and/or franchise fees.

Seller: TIGER, INC.**By:** _____**Title:** EVP**Date:****Buyer:** Confluence Companies-Timberline**By:** Tiffany Sweeney**Title:** VP of Property Management**Date:** 04/30/2024

EXHIBIT B

Account Number	Site	Meter	Address	City	State	Zip
304725019			5705 Simms Street	Arvada	CO	80002
304753892			5705 Simms Street	Arvada	CO	80002
304729859			5705 Simms Street	Arvada	CO	80002
304751703			5705 Simms Street	Arvada	CO	80002
304730099			5705 Simms Street	Arvada	CO	80002
304733616			5705 Simms Street	Arvada	CO	80002
304741785			5705 Simms Street	Arvada	CO	80002
304765018			5705 Simms Street	Arvada	CO	80002
304753753			5705 Simms Street	Arvada	CO	80002
304753979			5705 Simms Street	Arvada	CO	80002
304740776			5705 Simms Street	Arvada	CO	80002
304741419			5706 Taber St	Arvada	CO	80002
304735401			5705 Simms Street	Arvada	CO	80002
304741821			5705 Simms Street	Arvada	CO	80002
304734974			5705 Simms St Unit Clubhouse	Arvada	CO	80002
304754042			5705 Simms Street	Arvada	CO	80002



® Inc.

NATURAL GAS PURCHASE AGREEMENT

1. **Nature of Service:** Seller, Tiger, Inc., agrees to sell and Buyer (Customer of Record), Confluence Companies-GW 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 1 year 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 LDC shrinkage.
4. **Price:** The sale price shall be ATTACHED ON 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. Oral transactions shall be considered legally binding.
5. **Delivery Point:** The point of delivery shall be XCEL Energy Citygate. 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 Citygate. Title to all gas shall pass from Seller to Buyer at this 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. **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. Early termination damages may apply.
8. **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.
9. **Assignment:** Buyer may not assign this contract without Seller's written consent, and such consent shall not be unreasonably withheld or delayed.
10. **Governing Laws:** This contract shall be governed by the laws of the State of Oklahoma.
11. **Taxes:** The price shall include taxes imposed prior to the delivery point. All other taxes, tariffs, laws, orders, rules, and fees shall be passed through to Buyer. Seller may supply an appropriate city, state or federal certificate of tax-exemption.
12. **Credit:** Credit information must be submitted by Buyer to Seller upon request by Seller. Seller, in its sole judgment, shall make a determination if Buyer meets credit acceptability. If Seller has reasonable grounds for insecurity regarding creditworthiness, Seller may demand adequate assurance for gas deliveries in the form and amount reasonably acceptable by Seller.
13. **Event of Default:** Event of default shall mean (a) the failure of either Buyer or its guarantor to make any payment required by the due date and the failure is not remedied within ten (10) days of receipt of written demand for cure; or (b) the failure of Buyer to provide satisfactory credit assurance within ten (10) days of said demand. Upon the occurrence of an Event of Default, the non-defaulting party may; (a) suspend future natural gas deliveries; (b) terminate and liquidate any agreements between Buyer and Seller; (c) determine a settlement amount by calculating gains, losses, and costs (including reasonable attorney's fees) incurred as the result of the liquidation and collections of monies owed to the other party. The settlement amount due the non-defaulting party will be due within five (5) days of the receipt of written notice.
14. **Regulatory Compliance:** This agreement is subject to all tariffs, orders, rules, taxes and regulations issued, approved by or on file with duly constituted governmental authorities having jurisdiction ("Laws"). Any changes in Laws that affect the cost may be passed through to Buyer.
15. **Operation Flow Orders:** During periods of OFO's, critical days or gas constraints, Buyer may be required to limit usage to the average daily base load volume, additional gas may be bought/sold at market price.

☐ By checking this box you agree to receive emails, phone calls, and text messages in regards to your account with Tiger Natural Gas. Message and data rates may apply.

16. Notices: Written notices, confirmations, billing statements or other correspondence relating to this Agreement shall go to:

Seller: TIGER, INC.

7812 E. 108th St S. Suite C.

TULSA, OK 74133

(888) 875-6122

bdavisson@tigernaturalgas.com

Buyer Name: Confluence Companies-GW

Facility Address: 16500 S Golden Rd

City, State, Zip, County: Golden, CO 80401

Contact Phone: (303) 643-5784

Contact Email: tlyons@confluenceco.com

Seller: *Wire Transfer or ACH Numbers (if applicable):*

BANK: BANK OF OKLAHOMA

ABA: 103900036

ACCT: 208357351

Attention: Terry Lyons

Billing Address: 430 Indiana St

City, State Zip: Golden, CO 80401

County: _____

Other Details: For Credit to the Account of Tiger, Inc.

Email invoices to: tiffany@confluenceco.com

This Agreement was executed on the 30th day of April, 2024

SELLER: TIGER, INC.

BUYER: Confluence Companies-GW

Tiffany Sweeney

Seller's Signature: _____ Buyer's Signature: _____

Printed Name: Johnathan Burris Printed Name: Tiffany Sweeney

Official Title: EVP Official Title: VP of Property Managemen

V 1 January 16, 2023

Marketer: Brian Davisson

TRANSACTION CONFIRMATION

EXHIBIT A
FOR IMMEDIATE DELIVERYDate: April 30, 2024

Transaction Confirmation #: 1

This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated April 30, 2024. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.

SELLER:

TIGER, INC.
P.O. BOX 702437
TULSA, OK 74170
Attn: Brian Davisson
Phone: 303-665-8561
Fax: 918 491-6659
Email: bdavisson@Tigernaturalgas.com
Transporter: XCEL Energy

BUYER:

Confluence Companies-GW
16500 S Golden Rd
Golden, CO 80401
Attn: Terry Lyons
Phone: (303) 643-5784
Fax:
Buyers Email: tlyons@confluenceco.com

Contract Price: I.F.-CIG plus \$1.5000 per Dth plus all transport costs, plus all upstream charges, including but not limited to fuel loss, service and facility charges, firming capacity charges, market premium and/or applicable sales taxes and/or franchise fees.

Delivery Period: Begin: Date of First Flows

End: 36 Months After Date of First Flows

Delivery Point(s): XCEL Energy**Special Conditions:**

Volume: Monthly volume nominations will be based on historical usage unless otherwise noted from Buyer to Seller.

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
400	400	400	400	400	400	200	200	230	230	260	300

Over/Under Pricing: When buyer exceeds the monthly volumes specified above, any additional gas used will be priced at GD Midpoint CIG + \$ 1.50 per Dths. When buyer burns less than the monthly volumes specified above, any volumes below amount will be priced at GD Midpoint CIG - \$ 0.00 per Dths. Sellbacks cannot exceed the weighted average contract price charged in a delivery period.

Operation Flow Orders: During periods of OFO's, critical days or gas constraints, Buyer may be required to limit usage to the average daily base load volume, additional gas may be bought/sold at market price. Including but not limited to PSCO TF Back-up supply rate and any associated overrun penalties.

Cancellation & Renewal: Either Party may cancel this Transaction Confirmation with at least a 60-day written notice prior to "Delivery Period End." If notice is not given the Transaction Confirmation will renew automatically for 1 year and the default rate shall be I.F.-CIG plus \$ 1.5 per Dths, plus all transport costs, plus all upstream charges, including but not limited to fuel loss, service and facility charges, firming capacity charges, market premium and/or applicable sales taxes and/or franchise fees.

Seller: TIGER, INC.**By:** _____**Title:** EVP**Date:****Buyer:** Confluence Companies-GW**By:** Tiffany Sweeney**Title:** VP of Property Managemen**Date:** 04/30/2024

EXHIBIT B

Account Number	Site	Meter	Address	City	State	Zip
301856731	GW		16500 S Golden Rd	Golden	CO	80401



® Inc.

NATURAL GAS PURCHASE AGREEMENT

1. **Nature of Service:** Seller, Tiger, Inc., agrees to sell and Buyer (Customer of Record), Confluence Companies 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 24 months, with 1 year 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 LDC shrinkage.
 4. **Price:** The sale price shall be ATTACHED ON 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. Oral transactions shall be considered legally binding.
 5. **Delivery Point:** The point of delivery shall be Colorado Black Hills Citygate. 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 Citygate. Title to all gas shall pass from Seller to Buyer at this 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. **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. Early termination damages may apply.
 8. **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.
 9. **Assignment:** Buyer may not assign this contract without Seller's written consent, and such consent shall not be unreasonably withheld or delayed.
 10. **Governing Laws:** This contract shall be governed by the laws of the State of Oklahoma.
 11. **Taxes:** The price shall include taxes imposed prior to the delivery point. All other taxes, tariffs, laws, orders, rules, and fees shall be passed through to Buyer. Seller may supply an appropriate city, state or federal certificate of tax-exemption.
 12. **Credit:** Credit information must be submitted by Buyer to Seller upon request by Seller. Seller, in its sole judgment, shall make a determination if Buyer meets credit acceptability. If Seller has reasonable grounds for insecurity regarding creditworthiness, Seller may demand adequate assurance for gas deliveries in the form and amount reasonably acceptable by Seller.
 13. **Event of Default:** Event of default shall mean (a) the failure of either Buyer or its guarantor to make any payment required by the due date and the failure is not remedied within ten (10) days of receipt of written demand for cure; or (b) the failure of Buyer to provide satisfactory credit assurance within ten (10) days of said demand. Upon the occurrence of an Event of Default, the non-defaulting party may; (a) suspend future natural gas deliveries; (b) terminate and liquidate any agreements between Buyer and Seller; (c) determine a settlement amount by calculating gains, losses, and costs (including reasonable attorney's fees) incurred as the result of the liquidation and collections of monies owed to the other party. The settlement amount due the non-defaulting party will be due within five (5) days of the receipt of written notice.
 14. **Regulatory Compliance:** This agreement is subject to all tariffs, orders, rules, taxes and regulations issued, approved by or on file with duly constituted governmental authorities having jurisdiction ("Laws"). Any changes in Laws that affect the cost may be passed through to Buyer.
 15. **Operation Flow Orders:** During periods of OFO's, critical days or gas constraints, Buyer may be required to limit usage to the average daily base load volume, additional gas may be bought/sold at market price.
- ☐ By checking this box you agree to receive emails, phone calls, and text messages in regards to your account with Tiger Natural Gas. Message and data rates may apply.

16. Notices: Written notices, confirmations, billing statements or other correspondence relating to this Agreement shall go to:

Seller: TIGER, INC.

7812 E. 108th St S. Suite C.

TULSA, OK 74133

(888) 875-6122

bdavisson@tigernaturalgas.com

Buyer Name: Confluence Companies

Facility Address: 115 S Wilcox St

City, State, Zip, County: Castle Rock, CO 80104

Contact Phone: (303) 643-5784

Contact Email: tlyons@confluenceco.com

Seller: *Wire Transfer or ACH Numbers (if applicable):*

BANK: BANK OF OKLAHOMA

ABA: 103900036

ACCT: 208357351

Attention: Terry Lyons

Billing Address: 430 Indiana St

City, State Zip: Golden, CO 80401

County: _____

Other Details: For Credit to the Account of Tiger, Inc.

Email invoices to: tiffany@confluenceco.com

This Agreement was executed on the 30th day of April, 2024

SELLER: TIGER, INC.

BUYER: Confluence Companies

Tiffany Sweeney

Seller's Signature: _____ Buyer's Signature: _____

Printed Name: Johnathan Burris Printed Name: Tiffany Sweeney

Official Title: EVP Official Title: VP of Property Management

V 1 January 16, 2023

Marketer: Brian Davisson

TRANSACTION CONFIRMATION

EXHIBIT A
FOR IMMEDIATE DELIVERYDate: April 30, 2024

Transaction Confirmation #: 1

This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated April 30, 2024. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.

SELLER:

TIGER, INC.
P.O. BOX 702437
TULSA, OK 74170
Attn: Brian Davisson
Phone: 303-665-8561
Fax: 918 491-6659
Email: bdavisson@Tignaturalgas.com
Transporter: Colorado Black Hills

BUYER:

Confluence Companies
115 S Wilcox St
Castle Rock, CO 80104
Attn: Terry Lyons
Phone: (303) 643-5784
Fax:
Buyers Email: tlyons@confluenceco.com

Contract Price: I.F.-CIG plus \$1.7630 per Dth plus all transport costs, plus all upstream charges, including but not limited to fuel loss, service and facility charges, firming capacity charges, market premium and/or applicable sales taxes and/or franchise fees.

*Subject to Refresh

Delivery Period: Begin: June 1, 2025

End: May 31, 2027

Delivery Point(s): Colorado Black Hills

Special Conditions:

Volume: Monthly volume nominations will be based on historical usage unless otherwise noted from Buyer to Seller.

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1390	1315	1455	1345	1340	1330	780	600	670	755	1160	1340

Over/Under Pricing: When buyer exceeds the monthly volumes specified above, any additional gas used will be priced at GD Midpoint CIG + \$ 1.50 per Dths. When buyer burns less than the monthly volumes specified above, any volumes below amount will be priced at GD Midpoint CIG - \$ 0.00 per Dths. Sellbacks cannot exceed the weighted average contract price charged in a delivery period.

Operation Flow Orders: During periods of OFO's, critical days or gas constraints, Buyer may be required to limit usage to the average daily base load volume, additional gas may be bought/sold at market price. Including but not limited to PSCO TF Back-up supply rate and any associated overrun penalties.

Cancellation & Renewal: Either Party may cancel this Transaction Confirmation with at least a 60-day written notice prior to "Delivery Period End." If notice is not given the Transaction Confirmation will renew automatically for 1 year and the default rate shall be I.F.-CIG plus \$ 1.5 per Dths, plus all transport costs, plus all upstream charges, including but not limited to fuel loss, service and facility charges, firming capacity charges, market premium and/or applicable sales taxes and/or franchise fees.

Seller: TIGER, INC.

By: _____

Title: EVP

Date:

Buyer: Confluence Companies

By: Tiffany Sweeney

Title: VP of Property Managemen

Date: 04/30/2024

EXHIBIT B

Account Number	Site	Meter	Address	City	State	Zip
5666246973			115 S Wilcox St	Castle Rock	CO	80104
6128664148			215 Wilcox St	Castle Rock	CO	80104