



NATURAL GAS SALES AGREEMENT

DATE: October 7, 2020

SELLER:

Rainbow Gas Company
919 S 7th St, Ste 405
Bismarck, ND 58504

BUYER:

Yellowstone County
PO Box 35003
Billings, MT 59107

Buyer and Seller have agreed as to the following terms and conditions for the sale of natural gas to Yellowstone County's MetraPark Facility and Yellowstone County Detention Facility in Billings, Montana.

VOLUME: Buyer shall take and Seller shall exert its best efforts to deliver hereunder 100% of Buyer's daily natural gas requirements at its location in Billings, Montana.

TERM: This is a one-year Agreement beginning November 1, 2020 and ending October 31, 2021.

POINT OF DELIVERY: The point of delivery will be at the interconnection between the WBI Energy Transmission, Inc. (WBI) and Montana Dakota Utilities (MDU) Company in Billings, Montana.

PRICE: The price of the gas commodity November 1, 2020 through March 31, 2021 is a fixed price of \$2.55/MMBtu and April 1, 2021 through October 31, 2021 is at the Inside FERC Gas Market Report's Colorado Interstate Gas (CIG) Index minus \$0.25/MMBtu.

TRANSPORTATION: In addition to the price of the gas as determined under this agreement, the Buyer agrees to pay WBI's alternate Firm Transportation (FT) rate plus fuel in % on WBI's pipeline at the time gas is delivered, which currently is \$0.35707 and 2.256% fuel per MMBtu.

OTHER PROVISIONS: Rainbow Gas agrees to handle the nominating and balancing of your gas on MDU at no additional charge and as a part of our service.

PAYMENT: Seller shall, from the information provided by Transporter(s), calculate a statement showing the amount of payment due Seller by Buyer for each month and provide Buyer a copy of same on or before the (15th) fifteenth day of the month following the month in which deliveries were made. Buyer shall pay for gas delivered and purchased hereunder within (15) days after Buyer's receipt of Seller's statement or by the 25th, whichever is later.

CONDITION OF SALE:

1. This Agreement may not be assigned without prior written consent of the other party.
2. If either party is rendered unable by force majeure to carry out its obligations as described hereunder, other than the obligation to make money payments when due, then the party's obligations affected by the force majeure shall be suspended during, but no longer than the continuance thereof. The term "force majeure" shall mean as here employed an act of God, fire, storm, explosion, failure of third party transporters to deliver or accept gas, failure of gas supply and any other cause not reasonably within the control of the party claiming suspension.
3. Advise any disagreement with any provision of this Agreement prior to initial delivery of gas or we will consider this Agreement binding as to all terms and conditions as set forth herein.
4. In the event transportation rates increase or decrease on WBI, these rates will be passed on to the Buyer at what they actually are.
5. The parties agree that the laws of the State of Montana shall govern this contract, and that venue shall be in the Thirteenth Judicial District Court, Yellowstone County, Montana. In the event of litigation, the prevailing party shall be entitled to reimbursement of Court costs and reasonable Attorney fees by the non-prevailing party.
6. The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provisions. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under the contract.

By their signatures, as they appear below, Buyer and Seller hereby accept and agree to the terms and conditions of this Agreement.

SELLER:

RAINBOW GAS COMPANY

By: 
 Jolene Erdman
 Its: President

Date: October 7, 2020

BUYER:

YELLOWSTONE COUNTY

By: _____

Its: _____

Date: _____