

HIGH PRESSURE GAS APPLICANT FUNDED AGREEMENT

This High Pressure Gas Applicant Funded Agreement (this or the "Agreement") is made August 25, 2025 ("Effective Date") by and between the company entity listed herein below (whether one or more, each is referred to as "Company" herein) and Applicant Name ("Applicant") whose address is 645 Holbrook Street. Applicant is a corporation of the State of CO. "Party" or "Parties" refers to Company and/or Applicant, either individually or collectively, depending on the context in which the terms are used for the relocation & modification of the 4" high pressure gas asset, located at East County Line Rd & Austin Rd intersection. The following listed companies are each a legal entity authorized to contract individually or collectively as Company under this Agreement:

Public Service Company of Colorado, a Colorado Corporation, d/b/a Xcel Energy

I. STATEMENT OF WORK

In order to accommodate the proposed scope of work located at **Error! Reference source not found.** (the "Project") by Applicant, at the sole expense of the Applicant, Company shall furnish or cause to be furnished, all equipment, labor, and materials necessary to complete the high pressure gas asset project generally shown in Exhibit A. This work is referred to as the "Project." All equipment and facilities installed or constructed in connection with the Project shall be sole property of Company.

II. COMPENSATION

Applicant shall compensate Company for all costs of the Project, including, but not limited to, the cost of designing & engineering the Project, the cost of labor, materials, loss of revenue, administrative costs, including legal and right of way costs, and any other losses which may be suffered by Company to the extent that those losses are a direct or proximate result of the work specified herein, and not the result of Company's gross negligence. The Estimated Cost of the Project is \$742,409.11. The Estimated Cost shall be paid to Company before commencement of the Project. Necessary changes in the scope of the Project may result in a difference between the estimate and the actual cost of the Project. Any increase in cost from the Estimated Cost shall be subject to appropriation by Applicant.

Company shall account for costs, using Company's method of estimating costs of jobs as approved by the Colorado Public Utilities Commission (PUC). Upon completion of the Project, Company shall provide a "Statement of Charges" to Applicant. If the total cost of the Project is less than the Estimated Cost for the Project, the balance shall be returned to Applicant on or before one hundred twenty (120) days following completion of the Project.

If the total cost of the Project exceeds the Estimated Cost for the Project, Applicant agrees to compensate Company for the Project costs in excess of the Estimated Cost. Full payment by Applicant for the Project shall be made within sixty (60) days of receipt of the final "Statement of Charges." The remainder of actual costs incurred by Xcel Energy, shall be due within 60 days from the date the bill is mailed by the Company after project completion. If the Applicant does not make payment in full within that time, the unpaid balance shall bear interest at the rate of one and one half (1.5%) per month.

In the event Applicant abandons its plan for the Project, for any reason whatsoever, this agreement shall terminate. Upon termination, Applicant shall reimburse Company for any and all expenses incurred by Company pursuant to this agreement, including site cleanup and any necessary restoration of Company's facilities and right-of-way. Company shall provide a "Statement of Charges" to Applicant of costs incurred

due to the termination. In the event of termination, the same provisions for reconciliation of the Project costs as outlined above shall apply if the total cost is less than or exceeds the estimated amount for the Project.

III. PERFORMANCE OF WORK

In consideration of the compensation referred to above, Company and Applicant mutually agree to the following:

Project work shall include restoration of Company's facilities and right-of-way in a safe and efficient manner as site conditions permit, giving due regard to soil and weather conditions, and other matters affecting the Project work which are beyond the reasonable control of Company.

Company and the Applicant shall coordinate the work in order to avoid conflict with any other contractors who may be working in the immediate area that will interfere with or delay the progress of the Project.

Applicant agrees and understands that if Company has constructed natural gas gathering, storage, transmission, distribution, or related facilities within or adjacent to the Project, Applicant has been fully advised by Company that such natural gas facilities may now transport and may continue to transport natural gas at significant pressures. Applicant shall advise all of its employees, agents, contractors, and other persons who enter upon the Project area, of the existence and nature of such natural gas facilities and the danger and risk involved. Applicant has been fully advised by Company that the natural gas facilities of Company, if located on the Project area, may be subject to cathodic protection by rectifier and related anode beds. Company shall not be liable for stray current or interfering signals induced in the Project area as a result of the operating of Company's cathodic protection system.

Applicant agrees and understands that if Company has constructed electric power generation, transmission, distribution, or related facilities within the Project area, Applicant has been fully advised by Company that such electric facilities may now transmit and may continue to transmit electric current at significant voltages, and that the conductors on electric lines may not be insulated. Applicant shall advise all of its employees, agents, contractors, and other persons who enter the Development of the existence and nature of such electric facilities and the potential danger and risk involved.

As used in this agreement, the term "Claims" means (1) losses, liabilities, and expenses of any sort, including attorneys' fees; (2) fines and penalties; (3) environmental costs, including, but not limited to, investigation, removal, remedial, and restoration costs, and consultant and other fees and expenses; and (4) any and all other costs or expenses.

As used in this agreement, the term "Injury" means (1) death, personal injury, or property damage; (2) loss of profits or other economic injury; (3) disease or actual or threatened health effect; and (4) any consequential or other damages.

To the extent permitted by law, Applicant covenants and agrees to at all times protect, indemnify, hold harmless, and defend Company, its directors, officers, agents, employees, successors, assigns, parents, subsidiaries, and affiliates from and against any and all Claims arising from, alleged to arise from, or related to any Injury allegedly or actually occurring, imposed as a result of, arising from, or related to (1) this agreement; (2) the construction, existence, maintenance, operation, repair, inspection, removal, replacement, or relocation of the electric power generation, transmission, or distribution; natural gas gathering, storage, transmission, or distribution; or any other utility facilities; or (3) Applicant's or any other person's presence at the Project location or within the Existing Easement as a result of or related to this agreement.

Applicant's duty to protect, indemnify, hold harmless, and defend hereunder shall apply to any and all Claims and Injury, including, but not limited to:

Claims asserted by any person or entity, including, but not limited to, employees of Applicant or its contractors, subcontractors, or their employees;

Claims arising or alleged to be arising in any way out of the existence in the Project Area of (1) electric power generation, transmission, distribution, or related facilities; (2) electricity or electromagnetic fields; (3) natural gas gathering, storage, transmission, distribution, or related facilities; (4) asbestos or asbestos containing materials; (5) any Hazardous Materials, regardless of origin; or

Claims arising from, or alleged to be arising in any way from, the acts or omissions of Applicant, its sublessees, invitees, agents, or employees.

This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto as allowed herein.

The Estimated Construction Cost and Construction Payment set forth herein shall be effective for sixty (60) days from the Contract Origination Date. Should Applicant fail to execute and return this Agreement to Company and pay the Construction Payment within those sixty (60) days, Company's offer shall be deemed revoked and Applicant may request that Company re-calculate the Estimated Construction Cost and Construction Payment. (August 25, 2025).

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have read all the Exhibits and Contract Documents referenced herein and executed this Agreement.

Accepted by:

Company

Signature _____

Name _____

Title _____

Date _____

Applicant

Signature _____

Name _____

Title _____

Date _____

Exhibit A:



E County Line Rd and Austin Ave in the Town of Erie Colorado

Project Scope of Work

Open trench and install ~ 220ft of 4" X52 pipe at a depth of 6ft to 8ft below existing grade

Stopples on both ends to tie in (qty2 stopples)

Line is fully integrated assume no bypass needed

Town of Erie to restore/ construct over proposed pipe

Will need to remove approximately ~130 ft of existing 4" pipe and abandon/nitrogen pack ~80ft of existing 4" pipe

Assume Two Mobilizations for the mechanical contractor in order to get 220ft of proposed pipe in prior to finalizing Engineering

First Mob anticipate 1 week of construction to excavate, weld and place 220 ft of pipe in the ground

Second Mobilization expect 2 weeks of construction to excavate tie-in locations, weld stopples, hydrotest, tap/stopples & weld tie-ins, remove/abandon existing pipe and backfill tie-ins, Town of Erie should be responsible for restoration work