


Master Purchase Order

DO NOT INVOICE TO THIS ADDRESS		 DENVER <small>THE MILE HIGH CITY</small>	Master Purchase Order No. 0366A0110	
City & County of Denver			Date: October 28, 2010	Revision No.
Purchasing Division			Payment Terms	Net 30
201 West Colfax Avenue, Dept. 304			Freight Terms	DESTINATION
Denver, CO 80202			Ship Via	
United States			Buyer:	Kenton Janzen
Phone: 720-913-8100 Fax: 720-913-8101			Phone:	303-342-2183

Vendor: Asgard Energy, LLC Phone: 303-864-1919 Fax: 303-379-1968

Asgard Energy, LLC
 3773 Cherry Creek Dr #655
 Denver, CO 80209
 Attn: Mike Gregory

Ship To: See Exhibits
 Bill To: Various Locations

802101

1. **Goods/Services:**
 Asgard Energy, a LLC, ("Vendor") shall provide the goods, and any services related thereto, identified and described on attached **Exhibit A**, to the City and County of Denver, a Colorado municipal corporation (the "City"), all in accordance with the terms and conditions of this Master Purchase Order.
2. **Ordering:**
 The City shall purchase one or more of the goods/services by issuing a written purchase order(s) or similar appropriate written document ("Order"), each of which will be deemed incorporated into this Agreement for purposes of such Order only.
3. **Pricing:**
 The pricing/rates for the goods/services are contained on **Exhibit A** and shall be held firm for the term of this Master Purchase Order. Locked pricing may be obtained by mutual agreement.
4. **Extension or Renewal:**
 The effective period of this Master Purchase Order shall be from January 1, 2011 to and including December 31, 2011. It is also a specific provision of this Master Purchase Order that the City and the vendor may mutually agree to renew and continue the contract or agreement consummated under this Master Purchase Order for additional periods of one year at the same prices, terms and conditions. However, no more than two (2) yearly extensions shall be made to the original Master Purchase Order.
5. **Non-Exclusive:**
 This Master Purchase Order is non-exclusive. City does not guarantee any minimum purchase other than as provided herein.
6. **Inspection and Acceptance:**
 City may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. Vendor shall bear the cost of any inspection/testing that reveal goods/services that are defective or do not meet specifications. City's failure to accept or reject goods/services shall not relieve Vendor from its responsibility for such goods/services that are defective or do not meet specifications nor impose liability on City for such goods/services. If any part of the goods/services are not acceptable to City, City may, in addition to any other rights it may have at law or in equity: (1) make a warranty claim; (2) repair and/or replace the goods or substitute other services at Vendor's expense; or (3) reject and return the goods at Vendor's cost and/or reject the services at Vendor's expense for full credit. Any rejected goods/services are not to be replaced without written authorization from City, and any such replacement shall be on the same terms and conditions contained in this Master Purchase Order. Vendor shall perform all services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services.
7. **Shipping, Taxes and Other Credits and Charges:**
 All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with Vendor's name, the Master Purchase Order number, and contain a delivery or packing slip. Vendor shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees. Vendor shall notify City in writing of any price decreases immediately, and City shall receive the benefit thereof on all unshipped items. Vendor shall comply with any additional delivery terms specified herein. Vendor shall be responsible for the cleanup and reporting of any contamination (environmental or otherwise) or spillage resulting from the delivery and/or unloading of goods within twenty-four (24) hours of the contamination or spillage or sooner if required by law. Vendor shall procure all permits and licenses; pay all charges, taxes and fees; and give all notices necessary and incidental to the fulfillment of this Master Purchase Order and all cost thereof have been included in the prices contained herein. City shall not be liable for the payment of taxes, late charges or penalties of any nature, except as required by D.R.M.C. § 20-107, et seq. The price of all goods/services shall reflect all applicable tax exemptions.

City's Federal Registration No. is 84-6000580 and its State Registration No. is 98-02890. Vendor shall pay all sales and use taxes levied by City on any tangible personal property built into the goods/services. Vendor shall obtain a Certificate of Exemption from the State of Colorado Department of Revenue prior to the purchase of any materials to be built into the goods/services and provide a copy of the Certificate to City prior to final payment.

8. Risk of Loss:

Vendor shall bear the risk of loss, injury or destruction of goods prior to delivery to City. Loss, injury or destruction shall not release Vendor from any obligation hereunder.

9. Invoice:

Each invoice shall include: (i) the Master Purchase Order number; (ii) individual itemization of the goods/services; (iii) per unit price, extended and totaled; (iv) quantity ordered, back ordered and shipped; (v) an invoice number and date; (vi) ordering department's name and "ship to" address; and (vii) agreed upon payment terms set forth herein.

10. Payment:

Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et-seq. after City accepts the goods/services. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for aggregate payments under this Master Purchase Order in excess of \$10 Million per year. The Vendor acknowledges that any goods/services provided beyond those specifically described in **Exhibit A** are performed at Contractor's risk and without authorization from the City. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Master Purchase Order, encumbered by the City after receipt of Vendor's invoice and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Master Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Master Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may setoff against any payments due to Vendor any claims and/or credits it may have against Vendor under this Master Purchase Order.

11. Amendments/Changes:

Only the Manager of General Services or his delegate is authorized to change or amend this Master Purchase Order by a formal written change order. Any change or amendment that would cause the aggregate payable under this Master Purchase Order to exceed the amount appropriated and encumbered for this Master Purchase Order is expressly prohibited and of no effect. Vendor shall verify that the amount appropriated and encumbered is sufficient to cover any increase in cost due to changes or amendments. Goods/services provided without such verification are provided at Vendor's risk. The Vendor has no authority to bind City on any contractual matters.

12. Warranty:

Vendor warrants and guarantees to City that all goods furnished under this Master Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used. For any goods furnished under this Master Purchase Order which become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Vendor shall either, at City's election and to City's satisfaction, remedy any and all defects or replace the defective goods at no expense to City within seven (7) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. Vendor shall be fully responsible for any and all warranty work, regardless of third party warranty coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.

13. Indemnification/Limitation of Liability:

Vendor shall indemnify and hold harmless City (including but not limited to its employees, elected and appointed officials, agents and representatives) against any and all losses (including without limitation, loss of use and costs of cover), liability, damage, claims, demands, actions and/or proceedings and all costs and expenses connected therewith (including without limitation attorneys' fees) that arise out of or relate to any claim of infringement of patent, trademark, copyright, trade secret or other intellectual property right related to this Master Purchase Order or that are caused by or the result of any act or omission of Vendor, its agents, suppliers, employees, or representatives. Vendor's obligation shall not apply to any liability or damages which result solely from the negligence of City. City shall not be liable for any consequential, incidental, indirect, special, reliance, or punitive damages or for any lost profits or revenues, regardless of the legal theory under which such liability is asserted. In no event shall City's aggregate liability exceed the agreed upon cost for those goods/services that have been accepted by City under this Master Purchase Order. Notwithstanding anything contained in this Master Purchase Order to the contrary, City in no way limits or waives the rights, immunities and protections provided by C.R.S. § 24-10-101, et seq.

14. Termination:

City may terminate this Master Purchase Order, in whole or in part, at any time and for any reason immediately upon written notice to Vendor. In the event of such a termination, City's sole liability shall be limited to payment of the amount due for the goods/services accepted by City. Vendor acknowledges the risks inherent in this termination for convenience and expressly accepts them. Termination by City shall not constitute a waiver of any claims City may have against Vendor.

15. Interference:

Vendor shall notify the Director of Purchasing immediately of any condition that may interfere with the performance of Vendor's obligations under this Master Purchase Order and confirm such notification in writing within twenty-four (24) hours. City's failure to respond to any such notice shall in no way act as a waiver of any rights or remedies City may possess.

16. Venue, Choice of Law and Disputes:

Venue for all legal actions shall lie in the District Court in and for City and County of Denver, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Revised Municipal Code, rules, regulations, Executive Orders, and fiscal rules of City. All disputes shall be resolved by administrative hearing, pursuant to the procedure established by D.R.M.C. § 56-106. Director of Purchasing shall render the final determination.

17. Assignment/No Third Party Beneficiary:

Vendor shall not assign or subcontract any of its rights or obligations under this Master Purchase Order without the written consent of City. In the event City permits an assignment or subcontract, Vendor shall continue to be liable under this Master Purchase Order and any permitted assignee or subcontractor shall be bound by the terms and conditions contained herein. This Master Purchase Order is intended solely for the benefit of City and Vendor with no third party beneficiaries.

18. Notice:

Notices shall be made by Vendor to the Director of Purchasing and by City to Vendor at the addresses provided herein, in writing sent registered, return receipt requested.

19. Compliance With Laws:

Vendor shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules, regulations and executive orders related to its performance under this Master Purchase Order. City may immediately terminate this Master Purchase Order, in whole or in part, if Vendor or an employee is convicted, plead nolo contendere, or admits culpability to a criminal offense of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature.

20. Insurance:

Vendor shall secure, before delivery of any goods/services, the following insurance covering all operations, goods and services provided to City. Vendor shall keep the required insurance coverage in force at all times during the term of the Master Purchase Order, or any extension thereof, during any warranty period, and for three (3) years after termination of this Master Purchase Order. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as "A"VIII or better. Each policy shall contain a valid provision stating "Should any of the above-described policies be canceled or should any coverage be reduced before the expiration date thereof, the issuing company shall send written notice to the Denver Risk Administrator, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202 by certified mail, return receipt requested. Such written notice shall be sent thirty (30) days prior to such cancellation or reduction unless due to non-payment of premiums for which notice shall be sent ten (10) days prior." If any policy is in excess of a deductible or self-insured retention, City must be notified by Vendor. Vendor shall be responsible for the payment of any deductible or self-insured retention. City reserves the right to require Vendor to provide a bond, at no cost to City, in the amount of the deductible or self-insured retention to guarantee payment of claims. The insurance coverages specified in this Master Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. Vendor shall provide a copy of this Master Purchase Order to its insurance agent or broker and have its agent or broker provide proof of Vendor's required insurance on www.Ins-Cert.com and link the information to City. City reserves the right to require Vendor to provide a certificate of insurance, a policy, or other proof of insurance as required by City's Risk Administrator in his sole discretion. Vendor's insurer shall name City as an additional insured and waive subrogation rights against City. All sub-consultants, subcontractors, independent contractors, suppliers or other entities providing goods/services hereunder shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Vendor. Vendor shall include all such entities as insureds under its policies or shall ensure that they all maintain the required coverages. Vendor shall provide proof of insurance for all such entities upon request by City. For Worker's Compensation Insurance, Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor expressly represents to City, as a material representation upon which City is relying, that none of the Vendor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Master Purchase Order, and that any such rejections previously effected, have been revoked. Vendor shall maintain general liability coverage with limits of \$1,000,000 for each occurrence claim, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations for each occurrence, and \$2,000,000 policy aggregate. Vendor shall maintain auto coverage with limits of \$1,000,000 for bodily injury per person, \$1,000,000 for bodily injury for each accident, and \$1,000,000 for property damage applicable to all vehicles operating on City property and elsewhere. For general liability coverage, the policy must provide the following: (i) unlimited defense costs in excess of policy limits; (ii) contractual liability covering the indemnification provisions of this Master Purchase Order; (iii) severability of interests provision; (iv) waiver of exclusion for lawsuits by one insured against another; (v) provision that coverage is primary; (vi) provision that coverage is non-contributory with other coverage or self-insurance provided by City; and (vii) if the policy is a claims-made policy, then the retroactive date must be on or before the first date when any goods or services were provided to City.

21. Severability:

If any provision of this Master Purchase Order, except for the provisions requiring appropriation and encumbering of funds and limiting the total amount payable by City, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected if the intent of City and Vendor can be fulfilled.

22. Survival:

All terms and conditions of this Master Purchase Order which by their nature must survive termination/expiration shall so survive. Without limiting the foregoing, Vendor's insurance, warranty and indemnity obligations shall survive for the relevant warranty or statutes of limitation period plus the time necessary to fully resolve any claims, matters or actions begun within that period. Bonds shall survive as long as any warranty period.

23. No Construction Against Drafting Party:

No provision of this Master Purchase Order shall be construed against the drafter.

24. Status of Vendor/Ownership of Work Product:

Vendor is an independent contractor retained on a contractual basis to perform services for a limited period of time as described in Section 9.1.1E(x) of the Charter of City. Vendor and its employees are not employees or officers of City under Chapter 18 of the D.R.M.C. for any purpose whatsoever. All goods, deliverables, hardware, software, plans, drawings, reports, submittals and all other documents or things furnished to City by Vendor shall become and are the property of City, without restriction.

25. Records and Audits:

Vendor shall maintain for three (3) years after final payment hereunder, all pertinent books, documents, papers and records of Vendor involving transactions related to this Master Purchase Order, and City shall have the right to inspect and copy the same.

26. Remedies/Waiver:

No remedy specified herein shall limit any other rights and remedies of City at law or in equity. No waiver of any breach shall be construed as a waiver of any other breach.

27. No Discrimination in Employment:

Vendor shall not refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and Vendor shall insert the foregoing provision in any subcontracts hereunder.

28. Use, Possession or Sale of Alcohol or Drugs:

Vendor shall cooperate and comply with the provisions of Executive Order 94. Violation may result in City terminating this Master Purchase Order or barring Vendor from City facilities or from participating in City operations.

29. Conflict of Interest:

No employee of City shall have any personal or beneficial interest in the goods/services described in this Master Purchase Order; and Vendor shall not hire or contract for services any employee or officer of City which would be in violation of City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

30. Prohibition of Employment of Illegal Immigrants to Perform Work Under This Master Purchase Order:

This Master Purchase Order is subject to Article 17.5 of Title 8, Colorado Revised Statutes, as now existing or hereafter amended, (the "Certification Statute"). Compliance by the Contractor and its subcontractors with the Certification Statute is expressly made a contractual condition of this Master Purchase Order. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Master Purchase Order. The Contractor shall not enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien or that fails to certify to the Contractor that it does not knowingly employ or contract with an illegal alien to perform work under this Master Purchase Order. The Contractor represents, warrants, and agrees that: (a) It has verified or attempted to verify that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the U.S. Social Security Administration and U.S. Department of Homeland Security ("Basic Pilot Program" or "BPP"), as defined in § 8-17.5-101(1), C.R.S., or that if it is not accepted into the BPP prior to entering into this Master Purchase Order, it shall apply to participate in the BPP every three months until either it is accepted into the BPP or it has completed its obligations under this Master Purchase Order, whichever occurs first; (b) It will not use the BPP to undertake pre-employment screening of job applicants while performing its obligations under this Master Purchase Order; (c) If it obtains actual knowledge that a subcontractor performing work under this Master Purchase Order knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three days, and terminate such subcontractor if within three days after such notice the subcontractor does not stop employing or contracting with the illegal alien, unless during such three day period the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien; (d) It shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S. If the Contractor fails to comply with any provision of this Section 35, the City may terminate this Master Purchase Order for breach and the Contractor shall be liable for actual and consequential damages to the City. Contractor shall certify the above by signing the certification attached to this Master Purchase Order.

This Master Purchase Order is acknowledged and agreed to by:

Vendor Name: ARGARD ENERGY
(Company Name)

By: [Signature]
(Authorized Signature)

Print Name: JIM BOJKE

Title: MANAGING DIRECTOR

Date: 11-11-10

City & County of Denver, Purchasing Division

By: [Signature]

Print Name: Keiston Janzen

Title: Senior Buyer

Date: 11/15/10

EXHIBIT "A"

Vendor: Asgard Energy, LLC
Title: Transport Natural Gas
Master Purchase Order No.: 0366A0110

It is recommended that you use your Master Purchase Order No. 0366A0110, in all future correspondence, billing, invoicing or other communications.

Description of the goods, and services related thereto, being purchased and pricing:

A.1 CONTRACT REQUIREMENTS

The contractor shall be required to meet all local, state and federal regulations regarding the supply of natural gas. The contractor shall meet the specific natural gas quality and heat content requirements of the local distributor (Xcel Energy).

The contractor shall be obligated to deliver the gas required by the City. The City will purchase the quantities of gas it requires. There shall be no "take or pay" provisions.

In addition, at any time the City may elect to lock in a fixed price for part or all of the City's natural gas needs. Upon such request, which may be made and accepted via telephone (or other method agreed to by the Parties), the Seller/Contractor shall provide a fixed price for the volume and term requested based upon the then prevailing market conditions. Only the Manager, or his express designee, may bind the City.

The contractor shall provide written authorization which shall allow the City to review all Xcel data relevant to City accounts. The contractor shall provide a signed document authorizing Xcel to honor City inquiries for any and all information relevant to natural gas transportation to City facilities. There shall be no charge to the City for this authorization or for any exercise of it.

The City will execute documentation to notify Xcel Energy that Contractor is the City's shipper.

If the City is caused to involuntarily leave transport gas by actions or inactions of the supplier, the supplier shall be wholly responsible for the difference in charges the City would pay and those contained in the master purchase order for the period (up to one year) the City would be required to remain off transport, even if the period exceeds the normal term of this contract.

The Contractor shall provide any and all documentation demonstrating any reserved capacity they have rights to on Xcel and CIG lines. Contractor shall indicate and guarantee the highest priority to the City facilities of this capacity compared to contractors other customers. Contractor shall further guarantee that the City will have highest priority to contractor's gas reserves.

The Contractor shall supply a sequence of interconnecting pipelines from origin and descriptions of levels of service (firm/interruptible) or any reserved capacities.

The Contractor is advised that the City, when it is necessary to keep stock fresh, reserves the right to burn backup fuel in lieu of natural gas.

Contractor will be required to perform usage analyses or statistical reporting to demonstrate, for example, comparisons to tariff gas, peak day accuracy, firming accuracy or capacity availability. Additional analyses for

the City contract, such as a savings analysis regarding transport gas versus tariff gas will be required to provide a full and complete understanding of the transport natural gas activity within the City.

Contractor may be required to assist the City in negotiations and relations with Xcel, CIG, suppliers and/or other entities to ensure the smooth, reliable, and cost effective delivery of transport natural gas to City facilities.

The contractor shall “hold” the contract with Xcel Energy on the City’s behalf.

The Contractor shall be responsible for installing and maintaining any necessary fixtures and/or facilities, including meters, up to the point of delivery. Delivery will be at the City Gate. Installation, maintenance, and payment for any required telephone lines will be the City’s responsibility. Contractor will notify the City, immediately, when telephone line installation or repair is needed.

Contractor shall be responsible for the delivery of all quantities of gas actually required by the City. Contractor shall be solely responsible for any charges, penalties and fees (including unauthorized overrun) resulting from their failure to properly administer, nominate, balance or deliver all of the gas required by the City. Should the City, for any reason, be required to purchase gas from any other source, including Xcel Energy sales gas, the Contractor shall be responsible for any penalties and the difference between the actual purchase price and the master purchase order price.

Because the Contractor is wholly responsible for the provisioning of all of the gas the City actually requires, the City will not contract for any Firm Backup Supply.

The Contractor agrees to bear all risk of loss, injury or destruction of goods and materials ordered as a result of this contract which occur prior to delivery to the City and County of Denver, by Xcel Energy or another delivery agent, and such loss, injury or destruction shall not release the Contractor from any obligation hereunder.

The City reserves the right to purchase Transport Natural Gas which is required on an emergency basis from any source whatsoever and if the City's needs cannot be provided immediately by the Contractor.

A.2 RELATED DUTIES AND ADDITIONAL SPECIFICATIONS

Nominating, balancing and administration – The contractor shall be responsible for all administrative functions necessary to successfully deliver appropriate quantities of gas into the Xcel distribution system for use by City facilities. The contractor shall be wholly liable for all penalties, charges and costs (including unauthorized overruns) attributable to inaccurate or untimely nominating, balancing or delivery of gas.

Restricted Delivery Day and Interruption Notifications – Upon proper notice, the City can and will shift its interruptible facilities to alternate fuels to accommodate restricted situations. **For any interruption or restricted delivery day notification, vendor shall call each facility and provide complete instructions for the times and dates to begin and end the interruption.** Emergency contact call-out with telephone numbers and contact personnel will be distributed to the successful contractor. A sample is located in “Attachment 4”. The contractor shall provide a copy of its “call out” log to the Utilities Division as soon as practical but no later than twenty-four (24) hours after a call-out is made.

Under mutually agreeable conditions, the City is willing to interrupt gas supply and go to back up fuel during non-restricted situations. The decision to go to back up fuel will be made separately for each facility.

Contractor shall produce accurate monthly billings that include all of the charges associated with the transport of natural gas to City facilities. This billing will also include those components for which the City has financial responsibility (loss, transport, service and facility, and firm capacity).

In addition, contractor will be required to provide to the City billing information in *two formats*:

- (a) First, on company letterhead in the form of an invoice provided in PDF format.
- (b) Second, as an electronic file, in Excel 2003 format.
- (c) Note: These billing formats are required for each of the City agencies participating in the MPO.
- (d) Each agency will receive copies of their own bills (both PDF and electronic). Utilities Division will receive only their own PDF, but will receive electronic copies of all other agency's bills in a single electronic spreadsheet.

For the invoice on company letterhead presented in PDF format, separate invoices will be submitted for interruptible and firm service. Each invoice shall contain the following information:

- 1) Whether the invoice is for interruptible or firm service.
- 2) DTh's of natural gas consumed per facility.
- 3) DTh's of natural gas backup supply and capacity per facility, if applicable.
- 4) Invoice number and date.
- 5) Signature of Contractor.
- 6) Costs for all components necessary for transport natural gas (loss, transport, service, facilities and firm capacity).
- 7) PDQ for each firm location.

A.3 EMERGENCY PURCHASES:

The City and County of Denver reserves the right to purchase Transport Natural Gas which is required on an emergency basis from any source whatsoever **AND** if the City's needs cannot be provided immediately by the contractor.

A.4 EMERGENCY 24-HOUR SERVICES:

Emergency twenty-four (24) hour service is to be provided by contractor at no additional cost. The name and phone number of the individual(s) to contact for emergency service shall be furnished to the City:

This service requires a live telephone answering service with the capability of immediately contacting operating personnel at all times. Recorded telephone answering service is not acceptable.

A.5 PRICING

Winter months: January, February, March, November, December

Summer months: April through October

1. Summer (April through October) Firm and Interruptible Unit Price
First of the month CIG Index as published in Gas Daily plus \$.17 per Dekatherm

2. Winter (November through March) Firm and Interruptible Unit Price
First of the month CIG Index as published in Gas Daily plus \$.265 per Dekatherm

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A.7 ATTACHMENT 2: INTERRUPTIBLE TRANSPORT NATURAL GAS CALL OUT
-- Updated 9-13-10--

FACILITY	CONTACT	WORK PHONE	CELL PHONE	EMAIL ADDRESS
Denver International Airport	Steve Smith	303-342-4482	303-513-6561	Steve.Smith@FlyDenver.com
Denver International Airport	Brian Moran	303-342-4458	303-218-0956	Brian.Moran@FlyDenver.com
Denver International Airport	Maintenance Control	303-342-2800		
Denver Health	Central Plant	303-436-5854		
Denver Health	Mike Nooner	303-602-7980	303-204-9217	Michael.Nooner@DHHA.org
Denver Health	Jon Clark	303-436-5040	720-290-3081	Jonathan.Clark@DHHA.org
County Jail	Maintenance Shop	720-913-3702	720-913-3703	
County Jail	Vance Wolverton	720-913-3851	720-940-3435	Vance.Wolverton@denvergov.org
County Jail	Ken Ingraham, Maint	720-913-3850	303-435-2977	Ken.Ingraham@denvergov.org
County Jail	Kendra Moskal, Maint	720-913-3701	303-435-2927	Kendra.Moskal@denvergov.org
County Jail	Control Center	720-913-3727	720-913-3730	
Museum of Nature-Science	Gary Ponikiski	303-370-6148	303-880-7993	Gary.Ponikiski@DMNS.org
Museum of Nature-Science	Elaine Harkins	303-370-6340	303-880-1104	Elaine.Harkins@DMNS.org
Museum of Nature-Science	Security	303-370-6343	303-370-6344	SecuritySubpost@DMNS.org
Botanic Gardens	Tom "A.J." Aljinovich	720-865-3603	303-961-3435	AljinovT@BotanicGardens.org
Botanic Gardens	Kevin Wagner, Maint.	720-865-3599	303-435-8865	WagnerK@BotanicGardens.org
Botanic Gardens	Sue Ann Lee	720-865-3606	303-961-4410	LeeS@BotanicGardens.org
Botanic Gardens	Security	303-472-1288	720-865-3730 fax	Security@BotanicGardens.org
Asphalt Plant	Dean Rzeszut	720-865-4117	303-513-6099	Dean.Rzeszut@denvergov.org
Asphalt Plant	Robert Hathorne	720-865-4118	303-403-9502hm	Robert.Hathorne@denvergov.org
Asphalt Plant	Mike Haines	720-865-4118	303-301-5641	
Asphalt Plant	Matt Laumann	720-865-4113	303-513-6054	Matt.Laumann@denvergov.org

Instructions:

1. Notify Tia Heneghan at 720-913-4816 or Dawn Levin at 720-865-7151 immediately when any restriction is announced or if you cannot contact a facility.
2. Contact each facility in the order contacts are listed above, until actual contact is made. A phone message or e-mail alone is not sufficient. Follow up each conversation with an e-mail.

**A.6 ATTACHMENT 1: CITY AND COUNTY OF DENVER, TRANSPORT NATURAL GAS
ACCOUNTS AND METER INFORMATION**

City and County of Denver, 2010 MPO				
Transport Gas Account Information				
Account Number	Load Point	Meter Number	Facility Name	Firm/Int
300672182	67218201	429909	Police Veh Svc Ctr - 35th St	Firm
300672279	67227901	1079331	Scheitler Rec Center	Firm
300672542	67254201	885197	20th St Rec Center	Firm
300672858	67285801	284299	La Familia Rec Center	Firm
300673300	67330001	FC14476	Animal Shelter	Firm
300673375	67337501	885148	Waste Water Mgmt	Firm
300673557	67355701	1107484	County Jail (Firm)	Firm
300674062	67406201	1401256	Montclair Recreation Center	Firm
300674128	67412801	298079	Eastside Health (Firm)	Firm
300674193	67419301	553992	Public Works Decatur	Firm
300674484	67448401	190347	Barnum Rec Center	Firm
300682488	68248801	1454548	City Park Greenhouse	Firm
300685808	68580801	10000127	Montbello Rec Center	Firm
300691855	69185501	10002730	Rude Rec Center	Firm
300893985	89398501	266151	Swansea Rec Center	Firm
301057771	105777101	10002221	ML King Rec Center	Firm
301282834	128283401	1303490	Davis Rec Center	Firm
301369885	136988501	284612	Public Works Roslyn	Firm
301369885	136988502	629671	Public Works Roslyn	Firm
301465404	146540401	L2830	Washington Rec Center	Firm
301498342	149834201	330411	Athmar Rec Center	Firm
301951826	195182601	429646	Glenarm Rec Center	Firm
302092432	209243201	1163555	Coliseum-Barn	Firm
300672773	67277301	10003073	DIA-27500 E 76th Ave	Firm
300673176	67317601	448642	DIA-26900 E 75th Ave	Firm
300804894	80489401	694653	DIA-27150 E 90th Ave	Firm
300805087	80508701	404219	DIA-26750 E 87th Ave	Firm
300805088	80508801	20111292	DIA-27000 E 87th Ave #6	Firm
301106819	110681901	134182	DIA-26600 E 90th Ave	Firm
301260657	126065701	1078796	DIA-26900 E 84th Ave-Terminal	Firm
301408747	140874701	379057	DIA-26400 E 90th Ave	Firm
301710599	171059901	694986	DIA-27330 E 90th Ave	Firm
301710603	171060301	FC23445	DIA-26760 E 90th Ave, Conc B-B	Firm
301710803	171080301	330165	DIA-27050 E 87th Ave #7	Firm

A.7 ATTACHMENT 2: INTERRUPTIBLE TRANSPORT NATURAL GAS CALL OUT
-- Updated 9-13-10--

FACILITY	CONTACT	WORK PHONE	CELL PHONE	EMAIL ADDRESS
Denver International Airport	Steve Smith	303-342-4482	303-513-6561	Steve.Smith@FlyDenver.com
Denver International Airport	Brian Moran	303-342-4458	303-218-0956	Brian.Moran@FlyDenver.com
Denver International Airport	Maintenance Control	303-342-2800		
Denver Health	Central Plant	303-436-5854		
Denver Health	Mike Nooner	303-602-7980	303-204-9217	Michael.Nooner@DHHA.org
Denver Health	Jon Clark	303-436-5040	720-290-3081	Jonathan.Clark@DHHA.org
County Jail	Maintenance Shop	720-913-3702	720-913-3703	Vance.Wolverton@denvergov.org
County Jail	Vance Wolverton	720-913-3851	720-940-3435	Ken.Ingraham@denvergov.org
County Jail	Ken Ingraham, Maint	720-913-3850	303-435-2977	Kendra.Moskal@denvergov.org
County Jail	Kendra Moskal, Maint	720-913-3701	303-435-2927	
County Jail	Control Center	720-913-3727	720-913-3730	
Museum of Nature-Science	Gary Ponikiski	303-370-6148	303-880-7993	Gary.Ponikiski@DMNS.org
Museum of Nature-Science	Elaine Harkins	303-370-6340	303-880-1104	Elaine.Harkins@DMNS.org
Museum of Nature-Science	Security	303-370-6343	303-370-6344	SecuritySubpost@DMNS.org
Botanic Gardens	Tom "A.J." Aljinovich	720-865-3603	303-961-3435	AljinovT@BotanicGardens.org
Botanic Gardens	Kevin Wagner, Maint.	720-865-3599	303-435-8865	WagnerK@BotanicGardens.org
Botanic Gardens	Sue Ann Lee	720-865-3606	303-961-4410	LeeS@BotanicGardens.org
Botanic Gardens	Security	303-472-1288	720-865-3730 fax	Security@BotanicGardens.org
Asphalt Plant	Dean Rzeszut	720-865-4117	303-513-6099	Dean.Rzeszut@denvergov.org
Asphalt Plant	Robert Hathorne	720-865-4118	303-403-9502hm	Robert.Hathorne@denvergov.org
Asphalt Plant	Mike Haines	720-865-4118	303-301-5641	
Asphalt Plant	Matt Laumann	720-865-4113	303-513-6054	Matt.Laumann@denvergov.org

Instructions:

1. Notify Tia Heneghan at 720-913-4816 or Dawn Levin at 720-865-7151 immediately when any restriction is announced or if you cannot contact a facility.
2. Contact each facility in the order contacts are listed above, until actual contact is made. A phone message or e-mail alone is not sufficient. Follow up each conversation with an e-mail.