

## GAS DISTRIBUTION SYSTEM EXTENSION CONTRACT

This Agreement, made and entered into as of this 5<sup>th</sup> day of August 2013 by and between Black Hills Energy, hereinafter called "Company" and Bliss Sports called "Applicant".

Whereas, Applicant desires Company to extend Company's natural gas distribution system and Company is willing to do so subject to the terms and conditions set forth herein.

Now, therefore, in consideration of the above premises and the mutual covenants contained herein, the parties agree as follows:

1. Company will with all reasonable expedition (but subject to such delays such as may be caused by adverse weather or material shortages); extend its gas distribution system facilities into the following described area:

### **Rock Chalk Park**

2. Applicant, at the time Applicant signs this Agreement, will contribute to Company, the total estimated cost of such Extension, which is:

a) Non refundable Portion	\$ 39,750.00
b) Refundable Portion	\$ 0.00
Total Contribution	\$ 39,750.00 ✓

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***3. Applicant agrees to assume full responsibility, liability and expense associated with the displacement and re-installment of all erosion control devices disturbed to install Company's distribution system herein.***

4. Applicant agrees that this contribution is made without right of claim for repayment, except that for each natural gas consumer obtained by Company on said Extension within the first five (5) years following the date of this calendar quarter following commencement of gas service to such consumer(s), the sum of \$0.00 for each such consumer(s); provided, however, the aggregate of all such refunds shall not exceed the total Refundable Portion of the contribution made by Applicant, toward such Extension as set forth in Paragraph 2b, above. To qualify for such refund, each consumer obtaining service must use natural gas for space heating and water heating.

5. It is expressly understood and agreed that Applicant shall not be entitled, under any circumstances, to any refund whatever for any consumer obtained by Company on any other extensions connected with or to said Extension described above.

6. This Agreement will continue in effect until the earlier of (i) five (5) years from the date of this Agreement; or (ii) the date the aggregate of all refunds made by Company to Applicant hereunder equal to Refundable Portion set forth in Paragraph 2b, above. In no event shall Company be obligated to pay any refunds whatsoever to Applicant after the expiration of five (5) years from the date hereof.

7. If the refunds, as provided for in Paragraph 2 above, are not sufficient to repay the total Refundable Portion contributed by Applicant, the remainder of the total Refundable Portion shall, upon expiration of this Agreement, immediately vest unconditionally in Company, and thereafter Applicant shall have no right to claim or demand of any character whatsoever, against Company or against said Extension, nor shall Applicant acquire any right, title or interest of any character, vested or otherwise, in said Extension and appurtenances, or in the use, operation or maintenance thereof, all of which are exclusively reserved to and vested in Company.

8. This Agreement is made and entered into subject to all present and future policies, tariffs, rules and regulations, and orders issued by the Company, and/or regulatory authorities with jurisdiction. However, if during the term of this Agreement, any such policies, tariffs, rules and regulations or orders require denial of the new gas service, herein described, to any of the new gas consumers referred to in Paragraph 3 above, Company will refund the then unrefunded balance of Applicant's Refundable Portion made pursuant to this Agreement.

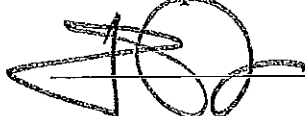
9. Entire Agreement; Binding Effect; Assignment; Amendment. This Agreement, together with all applicable tariffs, rules and regulations, contains the entire agreement of the parties with respect to the subject matter hereof, and shall extend to and be binding upon the parties and their successors and assigns. Applicant may not assign this Agreement without the prior written consent of Company. No amendment or ~~modification of this Agreement shall be deemed effective unless or until executed in~~ writing by both parties.

10. This Agreement shall be governed by the laws of Kansas.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

**"Applicant"**  
**Bliss Sports**

By: \_\_\_\_\_



Title: \_\_\_\_\_

**"Company"**  
**Black Hills Energy**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Tax ID #: 46-0619723