

1. Preamble

AGREEMENT FOR “PIGGYBACK” PURCHASE

Contract Ref. #24-1083-PB Power Brokering-Solid Waste

This Agreement (“Agreement”) is entered into on January 1, 2025 (“Effective Date”), by and between Pinellas County, a subdivision of the State of Florida whose primary address is 315 Court Street, Clearwater, Florida 33756 (“County”) and Rainbow Energy Marketing Corporation whose primary address is 101 East Town Place, Ste 200, St. Augustine, FL 32092 (“Contractor”) (jointly, the “Parties”).

WHEREAS, the County is authorized to procure goods and services based on the contract terms and pricing received by other governmental competitive solicitation processes which are made available to local public procurement units; and

WHEREAS, following a competitive procurement process, Lee County, Florida entered into an Agreement for Non-firm Power Purchase, Sale and Marketing per contract 061521R-C-24 and Invitation to Negotiate No. ITN200430ANB, effective June 25, 2021 (the “LEE COUNTY AGREEMENT”); and

WHEREAS, the County has elected to utilize resulting contract terms and pricing of the cooperative procurement or solicitation as reflected in the LEE COUNTY AGREEMENT; and

WHEREAS, Contractor represents that it has the experience and expertise to provide the Goods and Services as set forth in this Agreement.

NOW THEREFORE, the Parties agree as follows:

- A. **Documents Comprising Agreement.** The Agreement consists of this document including **Appendix A** and **Appendix B**, attached hereto, and the LEE COUNTY AGREEMENT. All terms and conditions of the LEE COUNTY AGREEMENT, including Appendices, are incorporated herein as if set forth in full, except as modified herein. If there is a conflict between this document and the LEE COUNTY AGREEMENT, this document will prevail.
- B. **Term.** The initial term of this Agreement is effective from the Effective Date through June 25, 2026. The parties may extend this agreement in conjunction with any extensions made to the LEE COUNTY AGREEMENT by a mutually agreed upon written amendment to this Agreement. If the parties desire to extend past the expiration date of the LEE COUNTY AGREEMENT, the parties may do so by entering into a mutually agreed upon written amendment to this Agreement. The Agreement will not automatically renew.
- C. **Compensation.** Payment and pricing terms for the initial and renewal terms are subject to the cost or fee schedule in Section 3 (“Fees for Marketing Services”) of the LEE COUNTY AGREEMENT.
- D. **Modifications to the LEE COUNTY Agreement.**
 - 1. **The County as the Contracting Party.**
 - a. All references within the LEE COUNTY AGREEMENT to LEE COUNTY, FLORIDA will be interpreted as pertaining to the County. It is understood that wherever the words “LEE COUNTY,” or other references to LEE COUNTY, FLORIDA that appear in the LEE COUNTY AGREEMENT, shall be read as “Pinellas County.” Any term in the LEE COUNTY AGREEMENT that is applicable in law or fact solely to LEE COUNTY, FLORIDA that cannot be reasonably applied to the County is severed from the Agreement, with no effect on the remaining terms.
 - b. All references within the LEE COUNTY AGREEMENT that reference “Florida Power & Light Company” will be interpreted as pertaining to Duke Energy Florida. It is understood

that wherever the words “Florida Power & Light Company” or “FPL”, they shall be read as “Duke Energy Florida” or “DEF”.

2. Paragraph 2 of Page 1 is replaced in its entirety with “WHEREAS, Pinellas County owns a renewable energy facility, located at 3095 114th Avenue North, St. Petersburg, FL, in which municipal solid waste materials are combusted to generate steam that is converted to electricity (“Facility”); and,”
3. **Section 1 (Definitions)** is revised to add the following definition:
“DEF” – means Duke Energy Florida
4. **Section 1 (Definitions).** “Point of Intersection” definition is revised and replaced as follows:
“Point of Intersection” – means the Pinellas substation where the Facility is interconnected with the transmission system of DEF
5. **Section 8 (Term)** is revised to clarify that, as between the County and Contractor, the “Effective Date” is the date listed above. Should the LEE COUNTY AGREEMENT terminate before the end of the term of the Agreement between the County and Contractor, all applicable terms of the conditions of the LEE COUNTY AGREEMENT incorporated herein will remain in full force and effect.
6. **Section 24(A) (Operating Representatives) and Section 24(B) (Business Representatives)** is revised to substitute the following Pinellas County contact information:

Pinellas County Operating Representatives:

Bill Embree

Operations Manager, Solid Waste Department

3095 114th Avenue, St. Petersburg, FL

Office: 727-464-7546

Email: bembree@pinellas.gov

And:

Paul Sacco

Director, Solid Waste Department

3095 114th Avenue, St. Petersburg, FL

Office: 727-464-7514

Email: psacco@pinellas.gov

REMC Business Representative:

Joe Wolfe, Executive Vice President

918 East Divide Avenue

Bismarck, ND 58501

O: 701-222-2290

j.wolfe@rainbowenergy.com

7. **Insurance.** The Contractor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed in **Appendix A**, attached hereto. The Contractor shall obtain and maintain and require any subcontractor(s) to obtain and maintain, at all times during its performance of the Agreement in the amounts set forth in the noted exhibit. For Agreements with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for 2 years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of VIII or better.
8. **Section 13 (Choice of Law)** is revised to state that this Agreement and any and all purchases made hereunder shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of forum non-conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.
9. **Section 14 (Arbitration)** is intentionally omitted from the Agreement.
10. **Section 16 (Insurance)** is intentionally omitted from the Agreement.
11. **Section 21 (Confidentiality)** is intentionally omitted from the Agreement.
12. **Appendix A** and any references to Appendix A are intentionally omitted from this Agreement.
13. **Appendix B** and any references to Appendix B are intentionally omitted from this Agreement.

2. Payment & Fiscal Obligations

A. Fiscal Non-Funding

1. The Agreement is not a general obligation of the COUNTY. It is understood that neither this Agreement nor any representation by any COUNTY employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability will be incurred by the COUNTY, or any department, beyond the monies budgeted and available for this purpose. In the event that sufficient budgeted funds are not available for a new fiscal period, COUNTY will notify the CONTRACTOR of such occurrence and the Agreement will terminate on the last day of the then-current fiscal period without penalty or expense to the COUNTY.

B. Invoices

1. Invoices (if applicable) must be submitted to the billing address indicated below, or electronically as permitted by the COUNTY. Any invoiced payments will be made in accordance with the Local Government Prompt Payment Act, Florida Statutes § 218.70 et seq. The COUNTY will notify the CONTRACTOR in writing of a change in the billing address. Any invoices must reference a valid contract or purchase order number and must include reasonable detail and supporting documentation, as necessary, for a proper pre-audit and post-audit thereof, to comply with Florida Statutes. When the Agreement is terminated, all amounts due will be pro-rated.
2. Invoices (if applicable) must be submitted to:
 - a. Clerk of the Circuit Court and Comptroller
 - b. Attn: Finance Division / Accounts Payable
 - c. PO Box 2438
 - d. Clearwater, Florida 33757
 - e. Phone: 727-464-8300
 - f. Email: ClerkFinanceDivisionFixedAssets@mypinellasclerk.org
3. The CONTRACTOR will provide the COUNTY with a completed IRS Form W-9 upon execution of the Agreement.

C. Refunds

1. The CONTRACTOR will, without delay, provide a full refund to the COUNTY of any payments made, upon failure to timely and completely provide the Services for which the payments were made. At the end of the initial term, pricing may be adjusted based on mutual agreement of the Parties.

D. Taxes

1. The COUNTY is immune from taxation. The Florida State Sales Tax Exemption Number for Pinellas County is 85-8013287050C-7, and the Federal Excise Tax Exemption Number is 59-6000800. The COUNTY will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon CONTRACTOR or CONTRACTOR's assets, or upon the COUNTY in connection with the Agreement. Payments to County are subject to applicable Florida taxes, which will be the sole responsibility of CONTRACTOR.

E. Travel Expenses

1. No travel or per diem reimbursement expenses will be paid unless expressly authorized in the Agreement and approved by the COUNTY in writing in advance. All bills for any authorized travel expenses will be submitted and paid in accordance with the rates and procedures specified in Section 112.061, Florida Statutes, and in compliance with the COUNTY's policy for travel expenses.

F. CONFIDENTIAL RECORDS, PUBLIC RECORDS & AUDIT

1. Audit

The COUNTY reserves the right to conduct an audit of the CONTRACTOR's records related to this Agreement and any Products or Services provided hereunder, pursuant to Pinellas County Code, Chapter 2. The CONTRACTOR must retain any such records for five (5) years following Contract completion and must provide the COUNTY or their authorized representatives complete access to such records for audit purposes during the term of the Agreement and for five (5) years following Agreement completion. This provision does not entitle COUNTY to audit any records that are not related to the Agreement.

2. Confidential Records & Information

Each party will maintain as confidential any Confidential Records & Information, to the extent authorized by Federal and Florida law. Access to Confidential Records & Information will be limited by the Parties to only those employees or agents that must have access to comply with the terms of the Agreement.

3. Cooperation with the Inspector General

CONTRACTOR will fully cooperate with the Pinellas County Clerk of the Circuit Court's Inspector General in any investigation, audit, inspection, review, or hearing initiated by the Inspector General on behalf of the COUNTY that is associated with the administration or performance of the Agreement, including but not limited to providing timely access to records, authorizing interviews of CONTRACTOR agents or employees, and responding to requests for information. CONTRACTOR will include and enforce this requirement in any subcontractor agreement.

4. Public Records

CONTRACTOR acknowledges that information and data it manages in relation to the Agreement may be public records in accordance with Chapter 119, Florida Statutes. CONTRACTOR agrees that prior to providing Services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws and regulations, including but not limited to Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the CONTRACTOR agrees to charge the COUNTY, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida

Statutes, and County policy for locating and producing public records during the term of this Agreement. A CONTRACTOR who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10. Upon request from the COUNTY's custodian of public records, CONTRACTOR will provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. CONTRACTOR will ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY. Upon completion of the contract, the CONTRACTOR will transfer to the COUNTY, at no cost, all public records in possession of the CONTRACTOR, or will keep and maintain public records as required by law. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR will destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ADMINISTRATIVE SERVICES, AT

(727) 464-3341,

clerkinfo@mypinellasclerk.org

ATTN: PUBLIC RECORDS LIASON

315 COURT STREET, 4TH FLOOR, ROOM 400, CLEARWATER, FL 33756

The Parties acknowledge and agree that the statements and provisions in this Section are required by Florida Statutes to be included in certain contracts. The inclusion of these provisions will not be construed to imply that the CONTRACTOR has been delegated any governmental decision-making authority, governmental responsibility, or governmental function, or that CONTRACTOR is acting on behalf of the COUNTY as provided under section 119.011(2), Florida Statutes. As stated above, CONTRACTOR may contact the COUNTY with questions regarding the application of the Public Records Law; however, CONTRACTOR is advised to seek independent legal counsel as to its legal obligations. The COUNTY cannot provide CONTRACTOR advice regarding its legal rights or obligations.

5. Right to Ownership

All work created, originated and/or prepared by CONTRACTOR in performing Services including documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") will be COUNTY's property when completed and accepted, if acceptance is required in this Agreement, and the COUNTY has made payment of the sums due therefore. The ideas, concepts, know. how or techniques developed during the course of this Agreement by the CONTRACTOR or jointly by CONTRACTOR and the COUNTY may be used by the COUNTY without obligation of notice or accounting to the CONTRACTOR. Any data,

information or other materials furnished by the COUNTY for use by CONTRACTOR under this Agreement will remain the sole property of the COUNTY.

G. E-Verify

CONTRACTOR and any subcontractor(s) must register with and use the E-verify system in accordance with Florida Statutes Section 448.095. A contractor and subcontractor may not enter into a contract with the COUNTY unless each party registers with and uses the E-verify system. If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract. If the COUNTY, CONTRACTOR, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statutes Section 448.09(1) will immediately terminate the contract with the person or entity. If the COUNTY has a good faith belief that a Subcontractor knowingly violated this provision, but the CONTRACTOR otherwise complied with this provision, the COUNTY will notify the CONTRACTOR and order that the CONTRACTOR immediately terminate the contract with the Subcontractor. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. CONTRACTOR acknowledges upon termination of this agreement by the COUNTY for violation of this section by CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year. CONTRACTOR acknowledges that CONTRACTOR is liable for any additional costs incurred by the COUNTY as a result of termination of any contract for a violation of this section. CONTRACTOR or Subcontractor will insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. CONTRACTOR will be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set forth in this section.

H. ENTIRETY. This Agreement constitutes the entire agreement between the Parties.

3. Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned officials, who are duly authorized to bind the Parties to the Agreement.

For CONTRACTOR:

Signature 

Print Name & Title Joe Wolfe - Executive Vice President

Date October 24, 2024

For COUNTY:

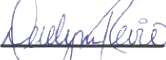
Signature 

Print Name & Title Kathleen Peters, Chair

Date November 19, 2024.



ATTEST: KEN BURKE, CLERK

By: 

APPROVED AS TO FORM

By: Joseph A Morrissey
Office of the County Attorney

Appendix A

The following insurance requirements are included in this agreement:

1. INSURANCE

The Contractor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

Contractor shall provide certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County, a Political Subdivision of the State of Florida shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

A. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the contract period.

I.

If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work, you will be notified by CTrax, the authorized Contractor of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Contractor or their agent prior to the expiration date.

1) The Contractor shall also notify the County within seventy-two (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Contractor from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Contractor of this requirement to provide notice.

2) Should the Contractor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.

B. If subcontracting is allowed under this RFP, the Contractor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the

Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below. All subcontracts between the Contractor and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall:

- 1) Require each subcontractor to be bound to the Contractor to the same extent the Contractor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor.
- 2) Provide for the assignment of the subcontracts from the Contractor to the County at the election of Owner upon termination of the Contract.
- 3) Provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability.
- 4) Provide a waiver of subrogation in favor of the County.
- 5) Assign all warranties directly to the County.
- 6) Identify the County as an intended third-party beneficiary of the subcontract. The Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Exhibit B and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

C. Each insurance policy and/or certificate shall include the following terms and/or conditions:

- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
- 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.

II.

4) All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

1) **Workers' Compensation Insurance** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

Limits

Employers' Liability Limits	Florida Statutory
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

If Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

2) **Commercial General Liability Insurance** including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

3) **Property Insurance** Contractor will be responsible for all damage to its own property, equipment and/or materials.

GUARANTY

THIS GUARANTY is made and entered into, effective this 24th day of October, 2024, by **United Energy Corporation** (the "Guarantor"), in favor of **Pinellas County, a Subdivision of the State of Florida** (the "Guaranteed Party").

WHEREAS, **Rainbow Energy Marketing Corporation** ("Rainbow Energy"), is an affiliate of Guarantor; and Rainbow Energy and the Guaranteed Party have or will become parties to commodity related physical and financial transactions and agreements (collectively, whether one or more, the "Agreement"); and

WHEREAS, as consideration for the benefits that Guarantor will receive as a result of Rainbow Energy executing the Agreement with the Guaranteed Party, Guarantor is willing to guarantee the payment of Rainbow Energy's obligations to Guaranteed Party in accordance with the terms of the Agreement as provided herein;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein set forth, Guarantor hereby agrees as follows:

1. GUARANTY OF PAYMENT

(a) Subject to the terms and conditions set forth in this Guaranty, Guarantor hereby guarantees the prompt payment when due of all present and future amounts owed by Rainbow Energy to Guaranteed Party in accordance with the terms and provisions of the Agreement (hereinafter the "Obligations"), such that, if Rainbow Energy shall fail to pay when due any of the Obligations, Guarantor will itself pay such Obligations, or cause the same to be paid, in each case as if Guarantor were itself the obligor with respect to the Obligations. Guarantor's liability hereunder shall at all times be equal to, and neither less than nor greater than, that of Rainbow Energy under the Agreement, provided that the aggregate amount that Guarantor shall be required to pay under this Guaranty shall not exceed five million dollars (**U.S. \$5,000,000.00**) for all obligations under the Agreement in addition to all reasonable expenses incurred by the Guaranteed Party in enforcing such payment against Guarantor. Guarantor's liability under this Guaranty shall be limited to direct, actual, monetary damages and other payments required under the Agreement and Guarantor shall not be subject to consequential, exemplary, equitable, loss of profits, tort or any other damages.

(b) The obligations of the Guarantor hereunder are in no way conditioned or contingent upon any requirement on the part of the Guaranteed Party to first attempt to enforce, require the payment of, or collect any of the Obligations from or against Rainbow Energy or any other person or to attempt to collect any of the Obligations by any other means.

2. DEMAND FOR PAYMENT

(a) In order to make any demand hereunder for payment by Guarantor of any Obligations that Rainbow Energy has failed to pay when due, Guaranteed Party shall give written notice to Guarantor of the failure by Rainbow Energy to pay such Obligations and demanding that Guarantor pay such Obligations (such notice shall set forth the exact amount of such Obligations to the extent quantifiable at the time of the demand). Subject to the foregoing provisions and to the limitation on Guarantor's maximum aggregate liability hereunder as set forth in Section 1(a), above, repeated and successive demands may be made, and recoveries may be had, by Guaranteed Party hereunder as and when, from time to time, Rainbow Energy shall fail to pay when due any Obligations to be paid by it.

(b) The failure by Guarantor to pay the amount of any Obligations that Guarantor is obligated to pay to Guaranteed Party hereunder within ten (10) days after Guarantor's receipt of a written demand therefore from Guaranteed Party in accordance with the provisions of Subsection a. above shall entitle Guaranteed Party to pursue all rights and remedies available to it by law or in equity or otherwise.

(c) Any Demand, notice, request, instruction, correspondence or other document to be given hereunder by any party to another (herein collectively called "Notice") shall be in writing and delivered personally or by certified mail, postage prepaid and return receipt requested or by overnight courier service, or by facsimile, as follows:

To Guaranteed Party: Pinellas County, a Subdivision of the State of Florida
400 S Fort Harrison Ave
Clearwater, FL 33756

To Guarantor: United Energy Corporation
918 E Divide Ave
Bismarck, ND 58501
Attn: Loren R. Kopseng
Email: credit@unitedenergycorp.com
Telephone: (701) 255-7970

Notice given by personal delivery, mail or overnight courier service shall be effective upon actual receipt. Notice given by facsimile shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next business day after receipt if not received during the recipient's normal business hours. All notice by facsimile shall be confirmed promptly after transmission. Any party may change any address to which Notice is to be given to it by giving notice as provided above of such changes or address.

3. TERMINATION/REINSTATEMENT

This Guaranty shall terminate 90 days after the date the Agreement terminates (the "Termination Date"); provided, however, that this Guaranty shall continue to be effective or shall be reinstated if, and only to the extent that:

a) at any time any payment made with respect to any Obligation is rescinded or must otherwise be returned by the Guaranteed Party upon the insolvency, bankruptcy, reorganization or other similar condition of Rainbow Energy, all as though such payment had not been made; or

(b) any demand for payment made by Guaranteed Party in accordance with Section 2(a) hereof has not been paid, resolved, settled or discharged in full. Amendments to the Agreement in any form shall not terminate this Guaranty; or

(c) any Obligation remains in effect prior to the time the termination is effective.

4. UNENFORCEABILITY OF OBLIGATIONS AGAINST RAINBOW ENERGY

Nothing herein is intended to deny to Guarantor, and it is expressly agreed that Guarantor shall have and may assert, any and all of the defenses, set-offs, counterclaims and other rights with regard to any Obligations that Rainbow Energy may possess, including without limitation, any defense based upon the payment or satisfaction by Rainbow Energy of such Obligations (or the performance or observance of any terms or provisions of the Agreement out of which such Obligations are alleged to arise), except any defense that Rainbow Energy may possess relating to:

(i) lack of validity or enforceability of the Agreement against Rainbow Energy arising from the defective incorporation of Rainbow Energy,

(ii) Rainbow Energy's lack of qualification to do business in any applicable jurisdiction,

(iii) Rainbow Energy's defective corporate authority to enter into, deliver or perform the Agreement, or

(iv) the insolvency, bankruptcy or reorganization of Rainbow Energy.

5. REPRESENTATIONS AND WARRANTIES OF GUARANTOR

Guarantor hereby represents and warrants that the execution, delivery, and performance of this Guaranty are within the Guarantor's power and authority and have been duly authorized by all necessary proceedings, it is duly organized and validly existing under the laws of the jurisdiction of its formation, no authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over Guarantor is required on the part of the Guarantor for the execution, delivery and performance of this Guaranty and this Guaranty constitutes a valid and legally binding agreement of Guarantor enforceable against it in accordance with its terms.

6. GOVERNING LAW AND VENUE

Agreement and any and all purchases made hereunder shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of forum non-conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

7. SUBROGATION

Guarantor hereby agrees not to assert or enforce any right or contribution, reimbursement, indemnity, subrogation or any other right to payment from Rainbow Energy as a result of the Guarantor's performance of its obligations pursuant to this Guaranty until all Obligations are paid in full.

8. WAIVERS

Guarantor hereby unconditionally waives (a) notice of acceptance of this Guaranty; and (b) presentment and demand concerning the liabilities of Guarantor, except as provided in Section 2 herein.

Except as to applicable statutes of limitation, no delay of Guaranteed Party in the exercise of, or failure to exercise, any rights hereunder shall operate as a waiver of such rights, a waiver of any other rights or a release of Guarantor from any obligations hereunder, nor shall any single or partial exercise by Guaranteed Party of any right, remedy or power hereunder preclude any other or future exercise of any right, remedy or power. Each and every right, remedy and power hereby granted to Guaranteed Party or allowed it by law or other agreement shall be cumulative and not exclusive of any other, and may be exercised by Guaranteed Party from time to time.

Subject to the provisions hereof, Guarantor consents to the renewal, compromise, extension, or other changes in the time of payment of or other changes in the terms of the Obligations, or any part thereof or any changes or modifications to the terms of the Agreement, and Guarantor further agrees that Guaranteed Party, at any time and from time to time without notice to or consent of Guarantor and without impairing or releasing the obligations of Guarantor hereunder, may take or fail to take any action of any kind in respect of any security for any Obligation or liability of Rainbow Energy to Guaranteed Party.

9. MISCELLANEOUS

If any one or more provisions of this Guaranty shall for any reason or to any extent be determined invalid or unenforceable, all other provisions shall, nevertheless, remain in force and effect.

No term or provision of this Guaranty shall be amended, modified, altered, waived or supplemented except in a writing signed by Guarantor and Guaranteed Party.

Neither the Guarantor nor the Guaranteed Party shall assign its rights, interest or obligations hereunder to any other person without the prior written consent of the other party and any purported assignment absent such consent is void.

Nothing in this Guaranty or any other document referred to herein is intended to waive any rights not specifically waived in said documents nor is intended to enlarge or modify the obligations or duties of Guaranteed Party.

IN WITNESS WHEREOF, Guarantor has duly executed this Guaranty on this 24th day of October, 2024.

UNITED ENERGY CORPORATION

By: 
Name: Loren R. Kopseng
Title: CEO 