



April 10, 2019

Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20046

Attention: Ms. Kimberly D. Bose, Secretary

Re: Non-Conforming Transportation Service Agreements;
Colorado Interstate Gas Company, L.L.C.;
Docket No. RP19-

Commissioners:

Colorado Interstate Gas Company, L.L.C. ("CIG") tenders for filing and acceptance by the Federal Energy Regulatory Commission ("Commission") the tariff records listed in the attached Appendix A to its FERC Gas Tariff, Second Revised Volume No. 1 ("Tariff"). These tariff records reflect the assignment of three Rate Schedule FT transportation service agreements ("TSAs") from Black Hills Utility Holdings, Inc. ("BHUH" or "Black Hills") to Black Hills Service Company ("BHSC")¹ pursuant to the Commission's approval of a waiver of certain tariff provisions and Commission regulations. Proposed with an effective date of April 1, 2019, the TSAs are submitted for the Commission's review and acceptance.

Background

On November 20, 2018 in Docket No. RP19-307-000, BHUH and BHSC jointly requested temporary limited waiver of certain tariff provisions and Commission regulations necessary to facilitate the assignment and permanent release of certain long-term firm natural gas transportation agreements. Among these agreements were ten TSAs between CIG and BHUH, which included three non-conforming TSAs currently on file with the Commission. On December 20, 2018, the Commission issued an order granting the requested waivers to be used for the limited purpose of consummating the transfer of capacity from BHUH to BHSC.²

In the last week of March, CIG collaborated with BHUH and BHSC to facilitate the capacity transfer and on April 1, 2019 was able to finalize the assignment of this capacity and new replacement TSAs were executed. Therefore, CIG is submitting for the Commission's review and acceptance three non-conforming TSAs between BHSC and related tariff records. The TSAs have been updated to remove fill in the blank provisions related to outdated

¹ CIG's Tariff provides for assignment of TSAs in General Terms and Conditions, Section 4.19.

² See 165 FERC ¶ 61,254.

construction and anticipated in service dates. CIG has also updated the TSAs to reflect its Rate Schedule TF-1 Form of Service Agreement (“*Pro Forma*”). As described below, the replacement TSAs do not contain any new negotiated rates or non-conforming provisions that have not already been reviewed and accepted by the Commission. CIG notes that these replacement contracts have received new contract numbers.

Description of Filing

CIG is submitting in this filing, pursuant to Subpart C of Part 154 of the Commission's Regulations³, the following TSAs for the Commission's review and acceptance: (i) a maximum rate, non-conforming TSA, (ii) a discounted rate, non-conforming TSA and (iii) a non-conforming, negotiated rate TSA. In addition to marked and clean versions of the related tariff records, CIG is submitting Appendix B, which contains executed copies of the TSAs and Appendix C which shows the TSAs marked against the *Pro Forma*.

*BHSC TSA No. 215686-TF1CIG (replaces BHUH TSA No. 33599000)*⁴

BHSC TSA No. 215686-TF1CIG is a non-conforming, maximum rate TSA with a primary receipt point of Bowie and a primary delivery point of Black Wolf. The maximum delivery quantity (“MDQ”) is 47,000 Dth per day. The TSA terminates on October 31, 2021.

CIG and BHSC have removed non-conforming provisions associated with the construction of facilities, the term of transportation service, partial month service, conditions to transporter's obligations, pressure conditions and a Spruce Hill Gas Quality Control surcharge as they are no longer applicable (i.e., certain conditions and milestone dates have been realized).

TSA 215686-TF1CIG retained a non-conforming creditworthiness provision that is identical to the provision previously reviewed and accepted by the Commission in TSA No. 33599000. No other changes have been made.

*BHSC TSA No. 215680-TF1CIG (replaces BHUH TSA No. 33629000)*⁵

BHSC TSA No. 215680-TF1CIG is a non-conforming, discounted rate TSA with a primary receipt point of Spruce Hill Blending and primary delivery points of Castle Rock and Spruce Hill High. The discounted rate is \$0.7604 per

³ 18 C.F.R. §§ 154.101 - 154.603 (2018).

⁴ TSA No. 33599000 was previously reviewed and accepted in Docket No. CP10-486-000, see Colorado Interstate Gas Company, 134 FERC ¶ 61,198 (2011) and in Docket Nos. RP11-2507-000 and No. RP12-489-000. See the unpublished letter orders issued on September 27, 2011 and on March 15, 2012, respectively.

⁵ TSA No 33629000 was previously reviewed and accepted in Docket No. CP10-486-000 and in Docket No. RP11-2507-000. See Colorado Interstate Gas Company, 134 FERC ¶ 61,198 (2011) and the unpublished letter order issued on September 27, 2011.

Dth per month. The MDQ is 50,000 Dth per day. The TSA terminates on September 30, 2026.

CIG and BHSC have removed non-conforming provisions associated with the construction of facilities, the term of transportation service, partial month service and conditions to transporter's obligations as they are no longer applicable (i.e., certain conditions and milestone dates have been realized).

TSA No. 215680-TF1CIG retained a non-conforming creditworthiness provision and a non-conforming note related to pressure conditions at Spruce Hill High that are identical to the provision previously reviewed and accepted by the Commission in TSA No. 33629000. No other changes have been made.

BHSC TSA No. 215683-TF1CIG (replaces BHUH TSA No. 33640000)⁶

BHSC TSA No. 215683-TF1CIG is a non-conforming, negotiated rate TSA with a primary receipt point of Purgatoire and a primary delivery point of Black Wolf. The TSA provides that the negotiated rate of \$16.0656 per month will apply to all secondary points of receipt and delivery. The MDQ is 13,000 Dth per day. The TSA terminates on October 31, 2021.

BHUH TSA No. 336640 included an MDQ alignment provision that allows a reduction to MDQ if a high-pressure expansion on CIG's Line Nos. 5C and 212A takes place and Black Hills is a participant in such an expansion. Should Black Hills participate in such an expansion, any reduction in MDQ must keep CIG economically neutral. TSA No. 215683-TF1CIG has retained this provision which has been previously reviewed and accepted by the Commission in TSA No. 33640000.

The negotiated rate provision included on Exhibit B, note 1(a) in TSA No. 215683-TF1CIG is identical to the original provision previously reviewed and accepted by the Commission in TSA No. 33640000.⁷

Tariff Sections

Section 154.112(b) (2018) of the Commission's regulations requires that agreements with non-conforming provisions be referenced in the pipeline's FERC Gas Tariff. Additionally, the Commission's Policy Statement requires pipelines, when implementing a negotiated rate TSA, to file either the agreement or a Statement of Rates provision identifying the transaction. Accordingly, CIG is submitting the following tariff records:

⁶ TSA No. 33640000 was reviewed and accepted in Docket No. RP12-334-000. See unpublished letter order issued on February 23, 2012.

⁷ Exhibit B, note 1(a) describes a negotiated rate of \$16.0656 per month, applicable to both primary and secondary points.

Part I: Overview, Table of Contents updates the list of non-conforming agreements to remove references to the BHUH TSAs and add the BHSC TSAs.

Part VII: Non-Conforming Agreements, Title Page and Sections 3, 4 and 5 are updated to remove the BHUH TSAs and to add the BHSC TSAs to the Tariff.

Procedural Matters

Inasmuch as this filing is fully described in this transmittal letter, the statement of the nature, the reasons and the basis for the instant tariff filing required by Section 154.7(a)(6) of the Commission's regulations is omitted. In accordance with the applicable provisions of the Commission's regulations,⁸ CIG is submitting an eTariff XML filing package, which includes the

- a) a transmittal letter;
- b) Appendix A, a list of the updated tariff records;
- c) Appendix B, containing the executed copies of the TSAs;
- d) Appendix C, containing the marked copies of the TSAs containing changes from the *Pro Forma*; and
- e) clean and marked versions of the tariff sections in PDF format.

CIG respectfully requests the Commission accept the tendered tariff provisions for filing and permit them to become effective on April 1, 2019. As such, CIG requests the Commission grant a waiver of the notice requirements found in 18 C.F.R. § 154.207 (2018) of the Commission's regulations.⁹ With respect to any tariff provisions the Commission allows to go into effect without change, CIG hereby moves to place the tendered tariff records into effect at the end of the suspension period, if any, specified by the Commission.

Additionally, pursuant to Section 154.7(a) (6) of the Commission's regulations, CIG respectfully requests that the Commission grant all necessary waivers in order to effectuate this filing.

Correspondence and communications concerning this filing should be directed to:

Mr. Francisco Tarin
Director, Regulatory
Colorado Interstate Gas Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944
Telephone: (719) 667-7517
CIGRegulatoryAffairs@kindermorgan.com

Mr. Mark A. Minich
Assistant General Counsel
Colorado Interstate Gas Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944
Telephone: (719) 520-4416
CIGLegalFERC@kindermorgan.com

⁸ 18 C.F.R. § 154.101 – 154.603 (2018).

⁹ See, e.g., *Gulfstream Natural Gas System, L.L.C.*, 105 FERC ¶ 61,164 at P 11 (2003).

These persons have been designated for service in accordance with Rule 203 of the Commission's Rules of Practice and Procedure.

The undersigned hereby certifies that he has read this filing and knows (i) the contents of such filing and the attachments; (ii) that the contents as stated in the filing and in the attachments are true to the best of his knowledge and belief; and (iii) that he possesses full power and authority to sign this filing.

Respectfully submitted,

COLORADO INTERSTATE GAS COMPANY,
L.L.C.

By _____ /s/ _____
Francisco Tarin
Director
Regulatory

Enclosures

Certificate of Service

I hereby certify that I have this day caused a copy of the foregoing document to be served upon all shippers on CIG's system and interested state regulatory commissions, in accordance with the requirements of Sections 154.208 and 385.2010 of the Commission's Rules of Practice and Procedures.

Dated at Colorado Springs, Colorado as of this 10th day of April, 2019.

/s/

Francisco Tarin

Post Office Box 1087
Colorado Springs, CO 80944
(719) 667-7517

COLORADO INTERSTATE GAS COMPANY, L.L.C.
Non-Conforming Agreements Update Filing

Second Revised Volume No. 1

Part I: Overview

Section 1 Table of Contents Version 30.0.0

Part VII: Non-Conforming Agreements

Title Page Version 18.0.0

Section 3.0 Black Hills Services Company LLC #215686-TF1CIG Version 3.0.0

Section 3.1 Black Hills Services Company LLC #215686-TF1CIG Exh A Version 3.0.0

Section 3.2 Black Hills Services Company LLC #215686-TF1CIG Exh B Version 3.0.0

Section 4.0 Black Hills Services Company LLC #215680-TF1CIG Version 3.0.0

Section 4.1 Black Hills Services Company LLC #215680-TF1CIG Exh A Version 3.0.0

Section 4.2 Black Hills Services Company LLC #215680-TF1CIG Exh B Version 3.0.0

Section 5.0 Black Hills Services Company LLC #215683-TF1CIG Version 1.0.0

Section 5.1 Black Hills Services Company LLC #215683-TF1CIG Exh A Version 1.0.0

Section 5.2 Black Hills Services Company LLC #215683-TF1CIG Exh B Version 1.0.0

Appendix B

FIRM TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE TF-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

BLACK HILLS SERVICE COMPANY, LLC
(Shipper)

DATED: March 26, 2019

Transportation Service Agreement
Rate Schedule TF-1

Dated: March 26, 2019

The Parties identified below, in consideration of their mutual promises, agree as follows:

- 1. **Transporter:** COLORADO INTERSTATE GAS COMPANY, L.L.C.
- 2. **Shipper:** BLACK HILLS SERVICE COMPANY, LLC
- 3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
- 4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
- 5. **Transportation Service:** Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.
- 6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
- 7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.
- 8. **Negotiated Rate:** Yes _____ No X
- 9. **Maximum Delivery Quantity (MDQ):**

MDQ (Dth/day)	Effective
47,000	April 1, 2019 - October 31, 2021

- 10. **Term of Firm Transportation Service:** Beginning: April 1, 2019
Ending: October 31, 2021

11. **Notices, Statements, and Bills:**

To Shipper:

Invoices:

BLACK HILLS SERVICE COMPANY, LLC
P.O. Box 1400
Rapid City, SD 57709-1400
Attn: Anita Hansen

All Notices:

BLACK HILLS SERVICE COMPANY, LLC
P.O. Box 1400
Rapid City, SD 57709-1400
Attn: Diane Brendle; Contract Administrator

To Transporter:

See "Points of Contact" in the Tariff.

12. **Effect on Prior Agreement(s):** None, however, this capacity was obtained through a permanent release of capacity by Black Hills Utility Holdings, Inc., Transporter Agreement No. 33599000G-TF1CIG, per FERC order Docket No. RP19-307-000.
13. **Municipality Limited Liability:** N/A.
14. **Creditworthiness.** Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:

- (a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's"), then Shipper shall satisfy its creditworthiness obligations by making a demonstration to Transporter that: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's or Shipper's long-term issuer rating is at least A- by S&P or A3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this Section 14(a); and (iii) the sum of twelve (12) months of anticipated charges under this Agreement and all other transportation agreements that Shipper has with Transporter as of the date of this Agreement is less than ten percent (10%) of Shipper's Tangible Net Worth. For purposes of this Section 14, "Tangible Net Worth" shall mean total assets – (liabilities + intangible assets).

If at any time during the term of this Agreement Shipper's S&P or Moody's rating falls below the levels described above, or Shipper becomes unrated or otherwise fails to satisfy the requirements of this Section 14(a), then for the time period that Shipper's ratings are below that level or Shipper is unrated or is otherwise unable to satisfy the requirements of this Section 14(a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in Section 14(b) below. If Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this Section 14(a).

- (b) If at the time of the execution of this Agreement or at any time thereafter during the term of this Agreement, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in Section 14(a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement acceptable to Transporter, equal to two (2) months of the historical and ongoing charges under this Agreement (currently \$629,806) and two (2) years of the incremental charges under this Agreement (estimated to be \$5,252,342) and issued by another person or entity which satisfies the creditworthiness standards set forth in Section

14(a); or (ii) an irrevocable letter of credit acceptable to Transporter equal to two (2) months of the historical and ongoing charges under this Agreement (currently \$629,806) and two (2) years of the incremental charges under this Agreement (estimated to be \$5,252,342); or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.

(c) Upon request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, as set forth above, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.

(d) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within thirty (30) days of the change in ratings or conditions requiring the new demonstration of creditworthiness.

(e) Notwithstanding any statement to the contrary set forth elsewhere in this Section 14, Shipper shall at no time during the term of this Agreement be required to provide a guaranty or letter of credit in an amount exceeding the remaining anticipated charges under this Agreement.

15. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

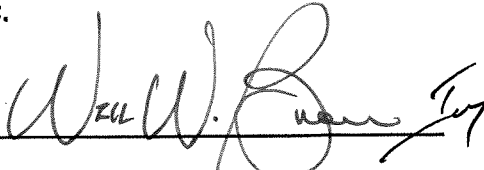
IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

SHIPPER:

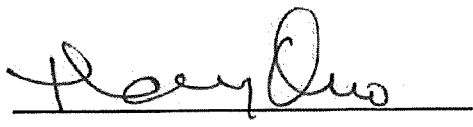
**COLORADO INTERSTATE GAS COMPANY,
L.L.C.**

BLACK HILLS SERVICE COMPANY, LLC



Will W. Brown

VP



Harry Ono

Director, Gas Supply Services

Accepted and agreed to this

Accepted and agreed to this

28TH day of March, 2019.

28 day of March, 2019.

EXHIBIT A
to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-1
between

COLORADO INTERSTATE GAS COMPANY, L.L.C.
and
BLACK HILLS SERVICE COMPANY, LLC
(Shipper)

DATED: March 26, 2019

Shipper's Maximum Delivery Quantity (MDQ): (See ¶9)
Effective Dates: (See ¶9)

<i>Primary Point(s) of Receipt (1)</i>	<i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i>	<i>Minimum Receipt Pressure (p.s.i.g.) (4)</i>	<i>Maximum Receipt Pressure (p.s.i.g.) (4)</i>
800104 WIC/CIG (BOW) BOWIE	47,000	Sufficient Pressure to Enter Transporter's Facilities	1000

<i>Primary Point(s) of Delivery (1)</i>	<i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i>	<i>Minimum Delivery Pressure (p.s.i.g.) (4)</i>	<i>Maximum Delivery Pressure (p.s.i.g.) (4)</i>
892315 BLK HILL/CIG (BWF) BLACK WOLF	47,000	400	1440

Notes:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties, shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's Fuel Reimbursement percentage. Shipper shall be responsible for providing such Fuel Reimbursement at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this transportation service agreement.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff.

EXHIBIT B
to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-1
between

COLORADO INTERSTATE GAS COMPANY, L.L.C.
and
BLACK HILLS SERVICE COMPANY, LLC
(Shipper)

DATED: March 26, 2019

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rates</i>	<i>Fuel Reimbursement (4)</i>	<i>Surcharges</i>
As listed on Exhibit A	As listed on Exhibit A	(See ¶9)	(1)	(1)	(1)	(2)	(3)

<i>Primary and Secondary Point(s) of Receipt</i>	<i>Primary and Secondary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (4)</i>	<i>Commodity Rate (4)</i>	<i>Fuel Reimbursement (4)</i>	<i>Surcharges</i>
All	All	(See ¶9)	(1)	(1)	(2)	(3)

Notes

(1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule TF-1 or other superseding Rate Schedules, as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on the High Plains or North Raton Lateral facilities shall be subject, as applicable, to the appropriate High Plains and/or North Raton Lateral incremental reservation and commodity rates. Reservation rate(s) shall be payable regardless of quantities transported.

(2) Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

(3) **Surcharges, if applicable:**
All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in Part II: Statement of Rates in the Tariff; as such surcharges may be changed from time to time.

Gas Quality Control Surcharge:

The Gas Quality Control reservation rate and commodity rate shall be assessed pursuant to Section 33.1 of the General Terms and Conditions of the Tariff. Reservation rate(s) shall be payable regardless of quantities transported.

ACA:

The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions of the Tariff.

(4) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.

Agreement No. 215680-TF1CIG

FIRM TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE TF-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

BLACK HILLS SERVICE COMPANY, LLC
(Shipper)

DATED: March 26, 2019

Transportation Service Agreement
Rate Schedule TF-1

Dated: March 26, 2019

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter:** COLORADO INTERSTATE GAS COMPANY, L.L.C.
2. **Shipper:** BLACK HILLS SERVICE COMPANY, LLC
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.
6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.
8. **Negotiated Rate:** Yes _____ No X
9. **Maximum Delivery Quantity (MDQ):**

MDQ (Dth/day)	Effective
50,000	April 1, 2019 - September 30, 2026
10. **Term of Firm Transportation Service:** Beginning: April 1, 2019
Ending: September 30, 2026

11. **Notices, Statements, and Bills:**

To Shipper:

Invoices:

BLACK HILLS SERVICE COMPANY, LLC
P.O. Box 1400
Rapid City, SD 57709-1400
Attn: Anita Hansen

All Notices:

BLACK HILLS SERVICE COMPANY, LLC
P.O. Box 1400
Rapid City, SD 57709-1400
Attn: Diane Brendle; Contract Administrator

To Transporter:

See "Points of Contact" in the Tariff.

12. **Effect on Prior Agreement(s):** None, however, this capacity was obtained through a permanent release of capacity by Black Hills Utility Holdings, Inc., Transporter Agreement No. 33629000A-TF1CIG, per FERC order Docket No. RP19-307-000.

13. **Municipality Limited Liability:** N/A

14. **Creditworthiness.** Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:

- (a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's"), then Shipper shall satisfy its creditworthiness obligations by making a demonstration to Transporter that: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's or Shipper's long-term issuer rating is at least A- by S&P or A3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this Section 14(a); and (iii) the sum of twelve (12) months of anticipated charges under this Agreement and all other transportation agreements that Shipper has with Transporter as of the date of this Agreement is less than ten percent (10%) of Shipper's Tangible Net Worth. For purposes of this Section 14, "Tangible Net Worth" shall mean total assets – (liabilities + intangible assets).

If at any time during the term of this Agreement Shipper's S&P or Moody's rating falls below the levels described above, or Shipper becomes unrated or otherwise fails to satisfy the requirements of this Section 14(a), then for the time period that Shipper's ratings are below that level or Shipper is unrated or is otherwise unable to satisfy the requirements of this Section 14(a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in Section 14(b) below. If Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this Section 14(a).

- (b) If at the time of the execution of this Agreement or at any time thereafter during the term of this Agreement, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in Section 14(a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement acceptable to Transporter, equal to two (2) years of the anticipated charges under this Agreement and issued by another person or entity which satisfies the creditworthiness standards set forth in Section 14(a); or (ii) an irrevocable letter of credit acceptable to Transporter equal to two (2) years of the anticipated charges under this Agreement; or (iii) such other credit arrangements which are mutually agreed to by

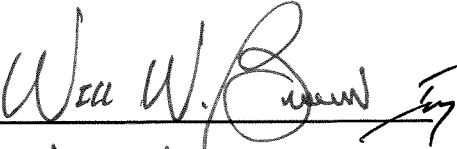
Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.

- (c) Upon request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, as set forth above, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.
 - (d) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within thirty (30) days of the change in ratings or conditions requiring the new demonstration of creditworthiness.
 - (e) Notwithstanding any statement to the contrary set forth elsewhere in this Section 14, Shipper shall at no time during the term of this Agreement be required to provide a guaranty or letter of credit in an amount exceeding the remaining anticipated charges under this Agreement.
15. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

**COLORADO INTERSTATE GAS COMPANY,
L.L.C.**



 Will W Brown

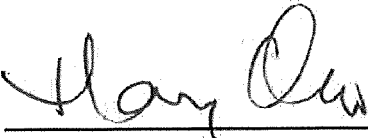
 VP

Accepted and agreed to this

28 day of MARCH, 2019.

SHIPPER:

BLACK HILLS SERVICE COMPANY, LLC



 Harry Ono

 Director, Gas Supply Services

Accepted and agreed to this

27 day of March, 2019.

EXHIBIT A
to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-1
between

COLORADO INTERSTATE GAS COMPANY, L.L.C.
and
BLACK HILLS SERVICE COMPANY, LLC
(Shipper)

DATED: March 26, 2019

Shipper's Maximum Delivery Quantity (MDQ): (See ¶9)
Effective Dates: (See ¶9)

<i>Primary Point(s) of Receipt (1)</i>	<i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i>	<i>Minimum Receipt Pressure (p.s.i.g.) (4)</i>	<i>Maximum Receipt Pressure (p.s.i.g.) (4)</i>
800677 CIG/CIG (SHB) SPRUCE HILL BLENDING	50,000	Sufficient Pressure to Enter Transporter's Facilities	820
<i>Primary Point(s) of Delivery (1)</i>	<i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i>	<i>Minimum Delivery Pressure (p.s.i.g.) (4)</i>	<i>Maximum Delivery Pressure (p.s.i.g.) (4)</i>
BLK HILL/CIG (CRK) CASTLE ROCK AREA Aggregate Group 800169 (5)			
Bayou Gulch (CRK)	416	60	820
Black Forest (CRK)	928	150	250
Castle Rock (CRK)	4,192	400	820
Colorado Centre (CRK)	96	60	614
Fountain (CRK)	1,072	60	600
Franktown (CRK)	1,120	Transporter's Line Pressure	150
Monument/Palmer Lake (CRK)	976	150	250
Spruce Hill (CRK)	5,264	Transporter's Line Pressure	820
Widefield (CRK)	1,936	Transporter's Line Pressure	150
TOTAL BLK HILL/CIG (CRK) CASTLE ROCK AREA Aggregate Group 800169	16,000		
800680 BLK HILL/CIG (SHH) SPRUCE HILL HIGH	34,000	600	820

Notes:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties, shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's Fuel Reimbursement percentage. Shipper shall be responsible for providing such Fuel Reimbursement at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this transportation service agreement.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff and, for deliveries to Spruce Hill High (SHH), as defined below.

Spruce Hill High Flow (MMcf/d)	Spruce Hill High Delivery Pressure (psig)
Flow < 2.0	250
2.0 < Flow < 5.5	275
5.5 < Flow < 8.0	300
8.0 < Flow < 10.5	325
10.5 < Flow < 12.5	350
12.5 < Flow < 14.5	375
14.5 < Flow < 15.5	400
15.5 < Flow < 17.0	425
17.0 < Flow < 19.0	450
19.0 < Flow < 21.0	475
21.0 < Flow < 23.0	500
23.0 < Flow < 25.0	550
25.0 < Flow < 31.0	600

- (5) Aggregate Group Designations are provided pursuant to Section 5.5 of the General Terms and Conditions of the Tariff.

EXHIBIT B
to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-1
between

COLORADO INTERSTATE GAS COMPANY, L.L.C.
and
BLACK HILLS SERVICE COMPANY, LLC
(Shipper)

DATED: March 26, 2019

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rates</i>	<i>Fuel Reimbursement (4)</i>	<i>Surcharges</i>
As listed on Exhibit A	As listed on Exhibit A	(See ¶9)	(1a)	(1)	(1)	(2)	(3)

<i>Primary and Secondary Point(s) of Receipt</i>	<i>Primary and Secondary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (4)</i>	<i>Commodity Rate (4)</i>	<i>Fuel Reimbursement (4)</i>	<i>Surcharges</i>
All	All	(See ¶9)	(1)	(1)	(2)	(3)

Notes

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule TF-1 or other superseding Rate Schedules, as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on the High Plains or North Raton Lateral facilities shall be subject, as applicable, to the appropriate High Plains and/or North Raton Lateral incremental reservation and commodity rates. Reservation rate(s) shall be payable regardless of quantities transported.
- (1a) As provided in Section 4.16 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following discount rate(s) \$0.7604 per Dth per month, which shall be payable regardless of quantities transported. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.
- (2) Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- (3) **Surcharges, if applicable:**
All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in Part II: Statement of Rates in the Tariff; as such surcharges may be changed from time to time.

Gas Quality Control Surcharge:
The Gas Quality Control reservation rate and commodity rate shall be assessed pursuant to Section 33.1 of the General Terms and Conditions of the Tariff. Reservation rate(s) shall be payable regardless of quantities transported.

ACA:
The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions of the Tariff.
- (4) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.

FIRM TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE TF-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

BLACK HILLS SERVICE COMPANY, LLC
(Shipper)

DATED: March 26, 2019

Transportation Service Agreement

Rate Schedule TF-1

Dated: March 26, 2019

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter:** COLORADO INTERSTATE GAS COMPANY, L.L.C.
2. **Shipper:** BLACK HILLS SERVICE COMPANY, LLC
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.
6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.
8. **Negotiated Rate:** Yes No
9. **Maximum Delivery Quantity (MDQ):**

MDQ (Dth/day)	Effective
13,000	April 1, 2019 - October 31, 2021

10. **Term of Firm Transportation Service:** Beginning: April 1, 2019
Ending: October 31, 2021

If Shipper participates in an expansion of the Transporter's 5C/212A, high-pressure system from the Cheyenne Hub to the south, then Shipper may reduce the above MDQ, provided that any such MDQ reduction keeps Transporter economically neutral, in Transporter's sole discretion. In the case where the MDQ is reduced by 13,000 Dth/day or more, this Agreement shall terminate.

11. **Notices, Statements, and Bills:**

To Shipper:

Invoices:

BLACK HILLS SERVICE COMPANY, LLC
P.O. Box 1400
Rapid City, SD 57709-1400
Attn: Anita Hansen

All Notices:

BLACK HILLS SERVICE COMPANY, LLC
P.O. Box 1400
Rapid City, SD 57709-1400
Attn: Diane Brendle; Contract Administrator

To Transporter:

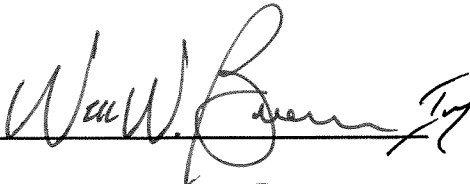
See "Points of Contact" in the Tariff.

- 12. **Effect on Prior Agreement(s):** None, however, this capacity was obtained through a permanent release of capacity by Black Hills Utility Holdings, Inc., Transporter Agreement No. 33640000-TF1CIG, per FERC order Docket No. RP19-307-000.
- 13. **Municipality Limited Liability:** N/A.
- 14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

COLORADO INTERSTATE GAS COMPANY,
L.L.C.



 Will W Brown

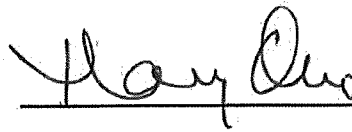
 VP

Accepted and agreed to this

28th day of March, 2019.

SHIPPER:

BLACK HILLS SERVICE COMPANY, LLC



 Harry Ono

 Director, Gas Supply Services

Accepted and agreed to this

28 day of March, 2019.

EXHIBIT A
to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-1
between

COLORADO INTERSTATE GAS COMPANY, L.L.C.
and
BLACK HILLS SERVICE COMPANY, LLC
(Shipper)

DATED: March 26, 2019

Shipper's Maximum Delivery Quantity (MDQ): (See ¶9)

Effective Dates: (See ¶9)

<i>Primary Point(s) of Receipt (1)</i>	<i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i>	<i>Minimum Receipt Pressure (p.s.i.g.) (4)</i>	<i>Maximum Receipt Pressure (p.s.i.g.) (4)</i>
800556 TIMBERCR/CIG (PGT) PURGATOIRE	13,000	Sufficient Pressure to Enter Transporter's Facilities	1308

<i>Primary Point(s) of Delivery (1)</i>	<i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i>	<i>Minimum Delivery Pressure (p.s.i.g.) (4)</i>	<i>Maximum Delivery Pressure (p.s.i.g.) (4)</i>
892315 BLK HILL/CIG (BWF) BLACK WOLF	13,000	400	1440

Notes:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties, shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's Fuel Reimbursement percentage. Shipper shall be responsible for providing such Fuel Reimbursement at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this transportation service agreement.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff.

EXHIBIT B
to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-1
between

COLORADO INTERSTATE GAS COMPANY, L.L.C.
and
BLACK HILLS SERVICE COMPANY, LLC
(Shipper)

DATED: March 26, 2019

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rates</i>	<i>Fuel Reimbursement (4)</i>	<i>Surcharges</i>
As listed on Exhibit A	As listed on Exhibit A	(See ¶9)	(1a)	(1)	(1)	(2)	(3)

<i>Primary and Secondary Point(s) of Receipt</i>	<i>Primary and Secondary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (4)</i>	<i>Commodity Rate (4)</i>	<i>Fuel Reimbursement (4)</i>	<i>Surcharges</i>
All	All	(See ¶9)	(1a)	(1)	(2)	(3)

Notes

(1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule TF-1 or other superseding Rate Schedules, as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on the High Plains or North Raton Lateral facilities shall be subject, as applicable, to the appropriate High Plains and/or North Raton Lateral incremental reservation and commodity rates. Reservation rate(s) shall be payable regardless of quantities transported.

(1a) The Parties agree that the following rate will be \$16.0656 per month.

(2) Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

(3) Surcharges, if applicable:

All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in Part II: Statement of Rates in the Tariff; as such surcharges may be changed from time to time.

Gas Quality Control Surcharge:

The Gas Quality Control reservation rate and commodity rate shall be assessed pursuant to Section 33.1 of the General Terms and Conditions of the Tariff. Reservation rate(s) shall be payable regardless of quantities transported.

ACA:

The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions of the Tariff.

(4) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.

Appendix C

FIRM TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE TF-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

BLACK HILLS SERVICE COMPANY, LLC
(Shipper)

DATED: March 26, 2019

Transportation Service Agreement

Rate Schedule TF-1

Dated: March 26, 2019

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter:** COLORADO INTERSTATE GAS COMPANY, L.L.C.
2. **Shipper:** BLACK HILLS SERVICE COMPANY, LLC
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.
6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.
8. **Negotiated Rate:** Yes _____ No X
9. **Maximum Delivery Quantity (MDQ):**

MDQ (Dth/day)	Effective
47,000	April 1, 2019 - October 31, 2021

10. **Term of Firm Transportation Service:** Beginning: April 1, 2019
Ending: October 31, 2021

11. **Notices, Statements, and Bills:**

To Shipper:

Invoices:

BLACK HILLS SERVICE COMPANY, LLC
P.O. Box 1400
Rapid City, SD 57709-1400
Attn: Anita Hansen

All Notices:

BLACK HILLS SERVICE COMPANY, LLC
P.O. Box 1400
Rapid City, SD 57709-1400
Attn: Diane Brendle; Contract Administrator

To Transporter:

See "Points of Contact" in the Tariff.

12. **Effect on Prior Agreement(s):** None, however, this capacity was obtained through a permanent release of capacity by Black Hills Utility Holdings, Inc., Transporter Agreement No. 33599000G-TF1CIG, per FERC order Docket No. RP19-307-000.
13. **Municipality Limited Liability:** N/A.

14. **Creditworthiness.** Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:

(a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's"), then Shipper shall satisfy its creditworthiness obligations by making a demonstration to Transporter that: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's or Shipper's long-term issuer rating is at least A- by S&P or A3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this Section 14(a); and (iii) the sum of twelve (12) months of anticipated charges under this Agreement and all other transportation agreements that Shipper has with Transporter as of the date of this Agreement is less than ten percent (10%) of Shipper's Tangible Net Worth. For purposes of this Section 14, "Tangible Net Worth" shall mean total assets – (liabilities + intangible assets).

If at any time during the term of this Agreement Shipper's S&P or Moody's rating falls below the levels described above, or Shipper becomes unrated or otherwise fails to satisfy the requirements of this Section 14(a), then for the time period that Shipper's ratings are below that level or Shipper is unrated or is otherwise unable to satisfy the requirements of this Section 14(a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in Section 14(b) below. If Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this Section 14(a).

(b) If at the time of the execution of this Agreement or at any time thereafter during the term of this Agreement, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in Section 14(a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement acceptable to Transporter, equal to two (2) months of the historical and ongoing charges under this Agreement (currently \$629,806) and two (2) years of the incremental charges under this Agreement (estimated to be \$5,252,342) and issued by another person or entity which satisfies the creditworthiness standards set forth in Section

14(a); or (ii) an irrevocable letter of credit acceptable to Transporter equal to two (2) months of the historical and ongoing charges under this Agreement (currently \$629,806) and two (2) years of the incremental charges under this Agreement (estimated to be \$5,252,342); or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.

(c) Upon request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, as set forth above, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.

(d) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within thirty (30) days of the change in ratings or conditions requiring the new demonstration of creditworthiness.

(e) Notwithstanding any statement to the contrary set forth elsewhere in this Section 14, Shipper shall at no time during the term of this Agreement be required to provide a guaranty or letter of credit in an amount exceeding the remaining anticipated charges under this Agreement.

15. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

SHIPPER:

**COLORADO INTERSTATE GAS COMPANY,
L.L.C.**

BLACK HILLS SERVICE COMPANY, LLC

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2019.

_____ day of _____, 2019.

EXHIBIT A
to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-1
between

COLORADO INTERSTATE GAS COMPANY, L.L.C.
and
BLACK HILLS SERVICE COMPANY, LLC
(Shipper)

DATED: March 26, 2019

Shipper's Maximum Delivery Quantity (MDQ): (See ¶9)
Effective Dates: (See ¶9)

<i>Primary Point(s) of Receipt (1)</i>	<i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i>	<i>Minimum Receipt Pressure (p.s.i.g.) (4)</i>	<i>Maximum Receipt Pressure (p.s.i.g.) (4)</i>
800104 WIC/CIG (BOW) BOWIE	47,000	Sufficient Pressure to Enter Transporter's Facilities	1000

<i>Primary Point(s) of Delivery (1)</i>	<i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i>	<i>Minimum Delivery Pressure (p.s.i.g.) (4)</i>	<i>Maximum Delivery Pressure (p.s.i.g.) (4)</i>
892315 BLK HILL/CIG (BWF) BLACK WOLF	47,000	400	1440

Notes:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties, shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's Fuel Reimbursement percentage. Shipper shall be responsible for providing such Fuel Reimbursement at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this transportation service agreement.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff.

EXHIBIT B
to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-1
between

COLORADO INTERSTATE GAS COMPANY, L.L.C.
and
BLACK HILLS SERVICE COMPANY, LLC
(Shipper)

DATED: March 26, 2019

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rates</i>	<i>Fuel Reimbursement (4)</i>	<i>Surcharges</i>
As listed on Exhibit A	As listed on Exhibit A	(See ¶9)	(1)	(1)	(1)	(2)	(3)

<i>Primary and Secondary Point(s) of Receipt</i>	<i>Primary and Secondary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (4)</i>	<i>Commodity Rate (4)</i>	<i>Fuel Reimbursement (4)</i>	<i>Surcharges</i>
All	All	(See ¶9)	(1)	(1)	(2)	(3)

Notes:

(1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule TF-1 or other superseding Rate Schedules, as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on the High Plains or North Raton Lateral facilities shall be subject, as applicable, to the appropriate High Plains and/or North Raton Lateral incremental reservation and commodity rates. Reservation rate(s) shall be payable regardless of quantities transported.

(2) Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

(3) **Surcharges, if applicable:**

All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in Part II: Statement of Rates in the Tariff; as such surcharges may be changed from time to time.

Gas Quality Control Surcharge:

The Gas Quality Control reservation rate and commodity rate shall be assessed pursuant to Section 33.1 of the General Terms and Conditions of the Tariff. Reservation rate(s) shall be payable regardless of quantities transported.

ACA:

The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions of the Tariff.

(4) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.

FIRM TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE TF-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

BLACK HILLS SERVICE COMPANY, LLC
(Shipper)

DATED: March 26, 2019

Transportation Service Agreement

Rate Schedule TF-1

Dated: March 26, 2019

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter:** COLORADO INTERSTATE GAS COMPANY, L.L.C.
2. **Shipper:** BLACK HILLS SERVICE COMPANY, LLC
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.
6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.
8. **Negotiated Rate:** Yes _____ No X
9. **Maximum Delivery Quantity (MDQ):**

MDQ (Dth/day)	Effective
50,000	April 1, 2019 - September 30, 2026

10. **Term of Firm Transportation Service:** Beginning: April 1, 2019
Ending: September 30, 2026

11. **Notices, Statements, and Bills:**

To Shipper:

Invoices:

BLACK HILLS SERVICE COMPANY, LLC
P.O. Box 1400
Rapid City, SD 57709-1400
Attn: Anita Hansen

All Notices:

BLACK HILLS SERVICE COMPANY, LLC
P.O. Box 1400
Rapid City, SD 57709-1400
Attn: Diane Brendle; Contract Administrator

To Transporter:

See "Points of Contact" in the Tariff.

12. **Effect on Prior Agreement(s):** None, however, this capacity was obtained through a permanent release of capacity by Black Hills Utility Holdings, Inc., Transporter Agreement No. 33629000A-TF1CIG, per FERC order Docket No. RP19-307-000.

13. **Municipality Limited Liability:** N/A

14. **Creditworthiness.** Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:

(a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's"), then Shipper shall satisfy its creditworthiness obligations by making a demonstration to Transporter that: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's or Shipper's long-term issuer rating is at least A- by S&P or A3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this Section 14(a); and (iii) the sum of twelve (12) months of anticipated charges under this Agreement and all other transportation agreements that Shipper has with Transporter as of the date of this Agreement is less than ten percent (10%) of Shipper's Tangible Net Worth. For purposes of this Section 14, "Tangible Net Worth" shall mean total assets – (liabilities + intangible assets).

If at any time during the term of this Agreement Shipper's S&P or Moody's rating falls below the levels described above, or Shipper becomes unrated or otherwise fails to satisfy the requirements of this Section 14(a), then for the time period that Shipper's ratings are below that level or Shipper is unrated or is otherwise unable to satisfy the requirements of this Section 14(a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in Section 14(b) below. If Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this Section 14(a).

(b) If at the time of the execution of this Agreement or at any time thereafter during the term of this Agreement, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in Section 14(a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement acceptable to Transporter, equal to two (2) years of the anticipated charges under this Agreement and issued by another person or entity which satisfies the creditworthiness standards set forth in Section 14(a); or (ii) an irrevocable letter of credit acceptable to Transporter equal to two (2) years of the anticipated charges under this Agreement; or (iii) such other credit arrangements which are mutually agreed to by

Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.

(c) Upon request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, as set forth above, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.

(d) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within thirty (30) days of the change in ratings or conditions requiring the new demonstration of creditworthiness.

(e) Notwithstanding any statement to the contrary set forth elsewhere in this Section 14, Shipper shall at no time during the term of this Agreement be required to provide a guaranty or letter of credit in an amount exceeding the remaining anticipated charges under this Agreement.

15. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

SHIPPER:

**COLORADO INTERSTATE GAS COMPANY,
L.L.C.**

BLACK HILLS SERVICE COMPANY, LLC

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2019.

_____ day of _____, 2019.

EXHIBIT A
to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-1
between

COLORADO INTERSTATE GAS COMPANY, L.L.C.
and
BLACK HILLS SERVICE COMPANY, LLC
(Shipper)

DATED: March 26, 2019

Shipper's Maximum Delivery Quantity (MDQ): (See ¶9)
Effective Dates: (See ¶9)

<i>Primary Point(s) of Receipt (1)</i>	<i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i>	<i>Minimum Receipt Pressure (p.s.i.g.) (4)</i>	<i>Maximum Receipt Pressure (p.s.i.g.) (4)</i>
800677 CIG/CIG (SHB) SPRUCE HILL BLENDING	50,000	Sufficient Pressure to Enter Transporter's Facilities	820

<i>Primary Point(s) of Delivery (1)</i>	<i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i>	<i>Minimum Delivery Pressure (p.s.i.g.) (4)</i>	<i>Maximum Delivery Pressure (p.s.i.g.) (4)</i>
BLK HILL/CIG (CRK) CASTLE ROCK AREA Aggregate Group 800169 (5)			
Bayou Gulch (CRK)	416	60	820
Black Forest (CRK)	928	150	250
Castle Rock (CRK)	4,192	400	820
Colorado Centre (CRK)	96	60	614
Fountain (CRK)	1,072	60	600
Franktown (CRK)	1,120	Transporter's Line Pressure	150
Monument/Palmer Lake (CRK)	976	150	250
Spruce Hill (CRK)	5,264	Transporter's Line Pressure	820
Widfield (CRK)	1,936	Transporter's Line Pressure	150
TOTAL BLK HILL/CIG (CRK) CASTLE ROCK AREA Aggregate Group 800169	16,000		

800680 BLK HILL/CIG (SHH) SPRUCE HILL HIGH	34,000	600	820
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Notes:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties, shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's Fuel Reimbursement percentage. Shipper shall be responsible for providing such Fuel Reimbursement at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this transportation service agreement.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff and, for deliveries to Spruce Hill High (SHH), as defined below.

<u>Spruce Hill High Flow (MMcf/d)</u>	<u>Spruce Hill High Delivery Pressure (psig)</u>
<u>Flow < 2.0</u>	<u>250</u>
<u>2.0 < Flow < 5.5</u>	<u>275</u>
<u>5.5 < Flow < 8.0</u>	<u>300</u>
<u>8.0 < Flow < 10.5</u>	<u>325</u>
<u>10.5 < Flow < 12.5</u>	<u>350</u>
<u>12.5 < Flow < 14.5</u>	<u>375</u>
<u>14.5 < Flow < 15.5</u>	<u>400</u>
<u>15.5 < Flow < 17.0</u>	<u>425</u>
<u>17.0 < Flow < 19.0</u>	<u>450</u>
<u>19.0 < Flow < 21.0</u>	<u>475</u>
<u>21.0 < Flow < 23.0</u>	<u>500</u>
<u>23.0 < Flow < 25.0</u>	<u>550</u>
<u>25.0 < Flow < 31.0</u>	<u>600</u>

- (5) Aggregate Group Designations are provided pursuant to Section 5.5 of the General Terms and Conditions of the Tariff.

EXHIBIT B
to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-1
between

COLORADO INTERSTATE GAS COMPANY, L.L.C.
and
BLACK HILLS SERVICE COMPANY, LLC
(Shipper)

DATED: March 26, 2019

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rates</i>	<i>Fuel Reimbursement (4)</i>	<i>Surcharges</i>
As listed on Exhibit A	As listed on Exhibit A	(See ¶9)	(1a)	(1)	(1)	(2)	(3)

<i>Primary and Secondary Point(s) of Receipt</i>	<i>Primary and Secondary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (4)</i>	<i>Commodity Rate (4)</i>	<i>Fuel Reimbursement (4)</i>	<i>Surcharges</i>
All	All	(See ¶9)	(1)	(1)	(2)	(3)

Notes:

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule TF-1 or other superseding Rate Schedules, as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on the High Plains or North Raton Lateral facilities shall be subject, as applicable, to the appropriate High Plains and/or North Raton Lateral incremental reservation and commodity rates. Reservation rate(s) shall be payable regardless of quantities transported.
- (1a) As provided in Section 4.16 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following discount rate(s) \$0.7604 per Dth per month, which shall be payable regardless of quantities transported. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.
- (2) Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- (3) **Surcharges, if applicable:**
All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in Part II: Statement of Rates in the Tariff; as such surcharges may be changed from time to time.

Gas Quality Control Surcharge:
The Gas Quality Control reservation rate and commodity rate shall be assessed pursuant to Section 33.1 of the General Terms and Conditions of the Tariff. Reservation rate(s) shall be payable regardless of quantities transported.
- ACA:**
The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions of the Tariff.
- (4) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.

FIRM TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE TF-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

BLACK HILLS SERVICE COMPANY, LLC
(Shipper)

DATED: March 26, 2019

Transportation Service Agreement

Rate Schedule TF-1

Dated: March 26, 2019

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter:** COLORADO INTERSTATE GAS COMPANY, L.L.C.
2. **Shipper:** BLACK HILLS SERVICE COMPANY, LLC
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.
6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.
8. **Negotiated Rate:** Yes No
9. **Maximum Delivery Quantity (MDQ):**

MDQ (Dth/day)	Effective
13,000	April 1, 2019 - October 31, 2021

10. **Term of Firm Transportation Service:** Beginning: April 1, 2019
Ending: October 31, 2021

If Shipper participates in an expansion of the Transporter's 5C/212A, high-pressure system from the Cheyenne Hub to the south, then Shipper may reduce the above MDQ, provided that any such MDQ reduction keeps Transporter economically neutral, in Transporter's sole discretion. In the case where the MDQ is reduced by 13,000 Dth/day or more, this Agreement shall terminate.

11. **Notices, Statements, and Bills:**

To Shipper:

Invoices:

BLACK HILLS SERVICE COMPANY, LLC
P.O. Box 1400
Rapid City, SD 57709-1400
Attn: Anita Hansen

All Notices:

BLACK HILLS SERVICE COMPANY, LLC
P.O. Box 1400
Rapid City, SD 57709-1400
Attn: Diane Brendle; Contract Administrator

To Transporter:

See "Points of Contact" in the Tariff.

- 12. **Effect on Prior Agreement(s):** None, however, this capacity was obtained through a permanent release of capacity by Black Hills Utility Holdings, Inc., Transporter Agreement No. 33640000-TF1CIG, per FERC order Docket No. RP19-307-000.
- 13. **Municipality Limited Liability:** N/A.
- 14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

**COLORADO INTERSTATE GAS COMPANY,
L.L.C.**

Accepted and agreed to this

_____ day of _____, 2019.

SHIPPER:

BLACK HILLS SERVICE COMPANY, LLC

Accepted and agreed to this

_____ day of _____, 2019.

EXHIBIT A
to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-1
between

COLORADO INTERSTATE GAS COMPANY, L.L.C.
and
BLACK HILLS SERVICE COMPANY, LLC
(Shipper)

DATED: March 26, 2019

Shipper's Maximum Delivery Quantity (MDQ): (See ¶9)
Effective Dates: (See ¶9)

<i>Primary Point(s) of Receipt (1)</i>	<i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i>	<i>Minimum Receipt Pressure (p.s.i.g.) (4)</i>	<i>Maximum Receipt Pressure (p.s.i.g.) (4)</i>
800556 TIMBERCR/CIG (PGT) PURGATOIRE	13,000	Sufficient Pressure to Enter Transporter's Facilities	1308

<i>Primary Point(s) of Delivery (1)</i>	<i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i>	<i>Minimum Delivery Pressure (p.s.i.g.) (4)</i>	<i>Maximum Delivery Pressure (p.s.i.g.) (4)</i>
892315 BLK HILL/CIG (BWF) BLACK WOLF	13,000	400	1440

Notes:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties, shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's Fuel Reimbursement percentage. Shipper shall be responsible for providing such Fuel Reimbursement at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this transportation service agreement.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff.

EXHIBIT B
to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-1
between

COLORADO INTERSTATE GAS COMPANY, L.L.C.
and
BLACK HILLS SERVICE COMPANY, LLC
(Shipper)

DATED: March 26, 2019

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rates</i>	<i>Fuel Reimbursement (4)</i>	<i>Surcharges</i>
As listed on Exhibit A	As listed on Exhibit A	(See ¶9)	(1a)	(1)	(1)	(2)	(3)

<i>Primary and Secondary Point(s) of Receipt</i>	<i>Primary and Secondary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (4)</i>	<i>Commodity Rate (4)</i>	<i>Fuel Reimbursement (4)</i>	<i>Surcharges</i>
All	All	(See ¶9)	(1a)	(1)	(2)	(3)

Notes:

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule TF-1 or other superseding Rate Schedules, as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on the High Plains or North Raton Lateral facilities shall be subject, as applicable, to the appropriate High Plains and/or North Raton Lateral incremental reservation and commodity rates. Reservation rate(s) shall be payable regardless of quantities transported.
- (1a) ~~As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to that the following negotiated rate(s) will be \$16.0656 per month which shall be payable regardless of quantities transported.~~
- (2) Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- (3) **Surcharges, if applicable:**
All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in Part II: Statement of Rates in the Tariff; as such surcharges may be changed from time to time.

Gas Quality Control Surcharge:
The Gas Quality Control reservation rate and commodity rate shall be assessed pursuant to Section 33.1 of the General Terms and Conditions of the Tariff. Reservation rate(s) shall be payable regardless of quantities transported.

ACA:
The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions of the Tariff.
- (4) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.

CLEAN TARIFF SECTIONS

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Section 10.1	Imbalances
Section 10.2	Imbalance Adjustments
Section 10.3	Operational Balancing Agreement
Section 10.4	Determination of Deliveries
Section 10.5	Cash-Out
Section 11	System Operational Parameters
Section 11.1	Monthly Operating Plan
Section 11.2	Critical Operating Procedures
Section 11.3	Operational Flow Orders
Section 11.4	Corrective Action by Transporter
Section 11.5	Force Majeure
Section 11.6	Alterations and Repairs
Section 12	Billing and Payment
Section 13	Fuel and L&U
Section 14	Penalties
Section 15	Revenue Sharing Mechanism
Section 16	Reservation Charge Credit
Section 17	Annual Charge Adjustment Surcharge
Section 18	Waivers
Section 19	Descriptive Heading
Section 20	Electronic Bulletin Board
Section 21	Affiliate-Related Information
Section 22	Peak Off-Peak Rates
Section 23	Docket No. RP16-1022 Settlement Provisions
Section 24	Taxes
Section 25	Indemnification/Liability
Section 26	Complaint Procedures
Section 27	Warranty
Section 28	Operational Purchases and Sales
Section 29	Curtailed (NGA Policy of 1978)
Section 30	Specified Delivery Points
Section 31	Electric Power Costs (EPC)
Section 32	Compliance with 18 CFR, Section 284.12
Section 33	Miscellaneous Surcharges

Part V – Form of Service Agreements

(Explanation of Agreement Tariff Sections)

Section 1	Rate Schedule TF-1
Section 2	Rate Schedule TF-4
Section 3	Rate Schedule TF-HP
Section 4	Rate Schedule NNT-1
Section 5	Rate Schedule NNT-2
Section 6	Rate Schedule TSB-Y
Section 7	Rate Schedule TSB-T
Section 8	Rate Schedule FS-1
Section 9	Rate Schedule FS-Y
Section 10	Rate Schedule FS-T
Section 11	Rate Schedule TI-1
Section 12	Rate Schedule TI-HP
Section 13	Rate Schedule PAL-1
Section 14	Rate Schedule APAL-1
Section 15	Rate Schedule IS
Section 16	Rate Schedule IS-Y
Section 17	Rate Schedule IS-T
Section 18	Rate Schedule SS-1
Section 19	Rate Schedule SS-HP
Section 20	Rate Schedule HSP-1
Section 21	Rate Schedule HUB-1
Section 22	Rate Schedule CS-1
Section 23	Rate Schedule PAL-HP

Part VI – Illustrations

Section 1	NNT and Firm Reservoir Integrity Limit
Section 2	CIG Available Daily Injection
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Section 4	Young Available Daily Injection
Section 5	Young Available Daily Withdrawal
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Section 7	Totem Daily Injection Quantity
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Section 9	Totem Reservoir Integrity Limit
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Part VII – Non-Conforming Agreements

Section 1	Concord Energy LLC #214093-TF1CIG
Section 2	Pioneer Natural Gas Resources USA, Inc. #33615000
Section 3	Black Hills Service Company LLC #215686-TF1CIG
Section 4	Black Hills Service Company LLC #215680-TF1CIG
Section 5	Black Hills Service Company LLC #215683-TF1CIG
Section 6	Colorado Springs Utilities #33247000
Section 7	Public Service Company of Colorado #31050000-NNT1CIG
Section 8	Noble Energy, Inc. #33179000-TF1CIG
Section 9	DCP Midstream Marketing, LLC #33674000A
Section 10	Anadarko Energy Services Company #33666000-TFHPCIG
Section 11	DCP Midstream Marketing, LLC # 33761000
Section 12	Anadarko Energy Services Company #213006-TF1CIG
Section 13	Anadarko Energy Services Company #213526-TFHPCIG
Section 14	DCP Midstream Marketing, LLC #213517-TF1CIG
Section 15	Southwest Energy, L.P. #214483-TF1CIG

List of Non-Conforming Agreements:

Anadarko Energy Services Company #213006-TF1CIG
Anadarko Energy Services Company #213526-TFHPCIG
Anadarko Energy Services Company #33666000-TFHPCIG
Black Hills Service Company LLC #215680-TF1CIG
Black Hills Service Company LLC #215686-TF1CIG
Black Hills Service Company LLC #215683-TF1CIG
Colorado Springs Utilities #33247000
Concord Energy LLC #214093-TF1CIG
DCP Midstream Marketing, LLC TF-HP Agreement #33674000A
DCP Midstream Marketing, LLC TF-HP Agreement #33761000
DCP Midstream Marketing, LLC TF-1 Agreement #213517-TF1CIG
Noble Energy, Inc. TF-1 Agreement #33179000-TF1CIG
Pioneer Natural Gas Resources USA, Inc. TF-1 Agreement #33615000B
Public Service Company of Colorado NNT-1 Agreement #31050000-NNT1CIG
Southwest Energy, L.P. TF-1 Agreement #214483-TF1CIG

NON-CONFORMING AGREEMENTS

List of Non-Conforming Agreements

- Section 1 Concord Energy LLC #214093-TF1CIG
- Section 2 Pioneer Natural Gas Resources USA, Inc. #33615000-TF1CIG
- Section 3 Black Hills Service Company LLC #215686-TF1CIG
- Section 4 Black Hills Service Company LLC #215680-TF1CIG
- Section 5 Black Hills Service Company LLC #215683-TF1CIG
- Section 6 Colorado Springs Utilities #33247000
- Section 7 Public Service Company of Colorado #31050000-NNT1CIG
- Section 8 Noble Energy, Inc. #33179000-TF1CIG
- Section 9 DCP Midstream Marketing, LLC #33674000A
- Section 10 Anadarko Energy Services Company #33666000-TFHPCIG
- Section 11 DCP Midstream Marketing, LLC #33761000
- Section 12 Anadarko Energy Services Company #213006-TF1CIG
- Section 13 Anadarko Energy Services Company #213526-TFHPCIG
- Section 14 DCP Midstream Marketing, LLC #213517-TF1CIG
- Section 15 Southwest Energy, L.P. #214483-TF1CIG

FIRM TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE TF-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

BLACK HILLS SERVICE COMPANY, LLC
(Shipper)

DATED: March 26, 2019

Transportation Service Agreement
Rate Schedule TF-1

Dated: March 26, 2019

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter: COLORADO INTERSTATE GAS COMPANY, L.L.C.**
2. **Shipper: BLACK HILLS SERVICE COMPANY, LLC**
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.
6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.
8. **Negotiated Rate:** Yes _____ No X
9. **Maximum Delivery Quantity (MDQ):**

MDQ (Dth/day)	Effective
47,000	April 1, 2019 - October 31, 2021

10. **Term of Firm Transportation Service:** Beginning: April 1, 2019
Ending: October 31, 2021

11. **Notices, Statements, and Bills:**

To Shipper:

Invoices:

BLACK HILLS SERVICE COMPANY, LLC
P.O. Box 1400
Rapid City, SD 57709-1400
Attn: Anita Hansen

All Notices:

BLACK HILLS SERVICE COMPANY, LLC
P.O. Box 1400
Rapid City, SD 57709-1400
Attn: Diane Brendle; Contract Administrator

To Transporter:

See "Points of Contact" in the Tariff.

12. **Effect on Prior Agreement(s):** None, however, this capacity was obtained through a permanent release of capacity by Black Hills Utility Holdings, Inc., Transporter Agreement No. 33599000G-TF1CIG, per FERC order Docket No. RP19-307-000.

13. **Municipality Limited Liability:** N/A.

14. **Creditworthiness.** Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:

(a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's"), then Shipper shall satisfy its creditworthiness obligations by making a demonstration to Transporter that: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's or Shipper's long-term issuer rating is at least A- by S&P or A3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this Section 14(a); and (iii) the sum of twelve (12) months of anticipated charges under this Agreement and all other transportation agreements that Shipper has with Transporter as of the date of this Agreement is less than ten percent (10%) of Shipper's Tangible Net Worth. For purposes of this Section 14, "Tangible Net Worth" shall mean total assets – (liabilities + intangible assets).

If at any time during the term of this Agreement Shipper's S&P or Moody's rating falls below the levels described above, or Shipper becomes unrated or otherwise fails to satisfy the requirements of this Section 14(a), then for the time period that Shipper's ratings are below that level or Shipper is unrated or is otherwise unable to satisfy the requirements of this Section 14(a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in Section 14(b) below. If Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this Section 14(a).

(b) If at the time of the execution of this Agreement or at any time thereafter during the term of this Agreement, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in Section 14(a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this

Agreement No. 215686-TF1CIG

Agreement acceptable to Transporter, equal to two (2) months of the historical and ongoing charges under this Agreement (currently \$629,806) and two (2) years of the incremental charges under this Agreement (estimated to be \$5,252,342) and issued by another person or entity which satisfies the creditworthiness standards set forth in Section 14(a); or (ii) an irrevocable letter of credit acceptable to Transporter equal to two (2) months of the historical and ongoing charges under this Agreement (currently \$629,806) and two (2) years of the incremental charges under this Agreement (estimated to be \$5,252,342); or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.

- (c) Upon request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, as set forth above, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.
- (d) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within thirty (30) days of the change in ratings or conditions requiring the new demonstration of creditworthiness.
- (e) Notwithstanding any statement to the contrary set forth elsewhere in this Section 14, Shipper shall at no time during the term of this Agreement be required to provide a guaranty or letter of credit in an amount exceeding the remaining anticipated charges under this Agreement.

15. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

SHIPPER:

**COLORADO INTERSTATE GAS COMPANY,
L.L.C.**

BLACK HILLS SERVICE COMPANY, LLC

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2019.

_____ day of _____, 2019.

EXHIBIT A
 to
 FIRM TRANSPORTATION SERVICE AGREEMENT
 RATE SCHEDULE TF-1
 between
COLORADO INTERSTATE GAS COMPANY, L.L.C.
 and
BLACK HILLS SERVICE COMPANY, LLC
 (Shipper)

DATED: March 26, 2019

Shipper's Maximum Delivery Quantity (MDQ): (See ¶19)
 Effective Dates: (See ¶19)

<i>Primary Point(s) of Receipt (1)</i>	<i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i>	<i>Minimum Receipt Pressure (p.s.i.g.) (4)</i>	<i>Maximum Receipt Pressure (p.s.i.g.) (4)</i>
800104 WIC/CIG (BOW) BOWIE	47,000	Sufficient Pressure to Enter Transporter's Facilities	1000

<i>Primary Point(s) of Delivery (1)</i>	<i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i>	<i>Minimum Delivery Pressure (p.s.i.g.) (4)</i>	<i>Maximum Delivery Pressure (p.s.i.g.) (4)</i>
892315 BLK HILL/CIG (BWF) BLACK WOLF	47,000	400	1440

Notes:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties, shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's Fuel Reimbursement percentage. Shipper shall be responsible for providing such Fuel Reimbursement at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this transportation service agreement.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff.

EXHIBIT B
 to
 FIRM TRANSPORTATION SERVICE AGREEMENT
 RATE SCHEDULE TF-1
 between
COLORADO INTERSTATE GAS COMPANY, L.L.C.
 and
BLACK HILLS SERVICE COMPANY, LLC
 (Shipper)

DATED: March 26, 2019

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rates</i>	<i>Fuel Reimbursement (4)</i>	<i>Surcharges</i>
As listed on Exhibit A	As listed on Exhibit A	(See ¶9)	(1)	(1)	(1)	(2)	(3)

<i>Primary and Secondary Point(s) of Receipt</i>	<i>Primary and Secondary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (4)</i>	<i>Commodity Rate (4)</i>	<i>Fuel Reimbursement (4)</i>	<i>Surcharges</i>
All	All	(See ¶9)	(1)	(1)	(2)	(3)

Notes:

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule TF-1 or other superseding Rate Schedules, as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on the High Plains or North Raton Lateral facilities shall be subject, as applicable, to the appropriate High Plains and/or North Raton Lateral incremental reservation and commodity rates. Reservation rate(s) shall be payable regardless of quantities transported.
- (2) Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- (3) **Surcharges, if applicable:**
 All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in Part II: Statement of Rates in the Tariff; as such surcharges may be changed from time to time.
Gas Quality Control Surcharge:
 The Gas Quality Control reservation rate and commodity rate shall be assessed pursuant to Section 33.1 of the General Terms and Conditions of the Tariff. Reservation rate(s) shall be payable regardless of quantities transported.
ACA:
 The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions of the Tariff.
- (4) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.

FIRM TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE TF-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

BLACK HILLS SERVICE COMPANY, LLC
(Shipper)

DATED: March 26, 2019

Transportation Service Agreement
Rate Schedule TF-1

Dated: March 26, 2019

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter: COLORADO INTERSTATE GAS COMPANY, L.L.C.**
2. **Shipper: BLACK HILLS SERVICE COMPANY, LLC**
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.
6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.
8. **Negotiated Rate:** Yes _____ No X
9. **Maximum Delivery Quantity (MDQ):**

MDQ (Dth/day)	Effective
50,000	April 1, 2019 - September 30, 2026

10. **Term of Firm Transportation Service:** Beginning: April 1, 2019
Ending: September 30, 2026

Agreement No. 215680-TF1CIG

11. **Notices, Statements, and Bills:**

To Shipper:

Invoices:

BLACK HILLS SERVICE COMPANY, LLC
P.O. Box 1400
Rapid City, SD 57709-1400
Attn: Anita Hansen

All Notices:

BLACK HILLS SERVICE COMPANY, LLC
P.O. Box 1400
Rapid City, SD 57709-1400
Attn: Diane Brendle; Contract Administrator

To Transporter:

See "Points of Contact" in the Tariff.

12. **Effect on Prior Agreement(s):** None, however, this capacity was obtained through a permanent release of capacity by Black Hills Utility Holdings, Inc., Transporter Agreement No. 33629000A-TF1CIG, per FERC order Docket No. RP19-307-000.
13. **Municipality Limited Liability:** N/A
14. **Creditworthiness.** Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:

- (a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's"), then Shipper shall satisfy its creditworthiness obligations by making a demonstration to Transporter that: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's or Shipper's long-term issuer rating is at least A- by S&P or A3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this Section 14(a); and (iii) the sum of twelve (12) months of anticipated charges under this Agreement and all other transportation agreements that Shipper has with Transporter as of the date of this Agreement is less than ten percent (10%) of Shipper's Tangible Net Worth. For purposes of this Section 14, "Tangible Net Worth" shall mean total assets – (liabilities + intangible assets).

If at any time during the term of this Agreement Shipper's S&P or Moody's rating falls below the levels described above, or Shipper becomes unrated or otherwise fails to satisfy the requirements of this Section 14(a), then for the time period that Shipper's ratings are below that level or Shipper is unrated or is otherwise unable to satisfy the requirements of this Section 14(a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in Section 14(b) below. If Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this Section 14(a).

Agreement No. 215680-TF1CIG

- (b) If at the time of the execution of this Agreement or at any time thereafter during the term of this Agreement, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in Section 14(a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement acceptable to Transporter, equal to two (2) years of the anticipated charges under this Agreement and issued by another person or entity which satisfies the creditworthiness standards set forth in Section 14(a); or (ii) an irrevocable letter of credit acceptable to Transporter equal to two (2) years of the anticipated charges under this Agreement; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.
 - (c) Upon request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, as set forth above, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.
 - (d) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within thirty (30) days of the change in ratings or conditions requiring the new demonstration of creditworthiness.
 - (e) Notwithstanding any statement to the contrary set forth elsewhere in this Section 14, Shipper shall at no time during the term of this Agreement be required to provide a guaranty or letter of credit in an amount exceeding the remaining anticipated charges under this Agreement.
15. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

SHIPPER:

**COLORADO INTERSTATE GAS COMPANY,
L.L.C.**

BLACK HILLS SERVICE COMPANY, LLC

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2019.

_____ day of _____, 2019.

EXHIBIT A
 to
 FIRM TRANSPORTATION SERVICE AGREEMENT
 RATE SCHEDULE TF-1
 between
COLORADO INTERSTATE GAS COMPANY, L.L.C.
 and
BLACK HILLS SERVICE COMPANY, LLC
 (Shipper)

DATED: March 26, 2019

Shipper's Maximum Delivery Quantity (MDQ): (See ¶19)
 Effective Dates: (See ¶9)

<i>Primary Point(s) of Receipt (1)</i>	<i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i>	<i>Minimum Receipt Pressure (p.s.i.g.) (4)</i>	<i>Maximum Receipt Pressure (p.s.i.g.) (4)</i>
800677 CIG/CIG (SHB) SPRUCE HILL BLENDING	50,000	Sufficient Pressure to Enter Transporter's Facilities	820

<i>Primary Point(s) of Delivery (1)</i>	<i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i>	<i>Minimum Delivery Pressure (p.s.i.g.) (4)</i>	<i>Maximum Delivery Pressure (p.s.i.g.) (4)</i>
BLK HILL/CIG (CRK) CASTLE ROCK AREA Aggregate Group 800169 (5)			
Bayou Gulch (CRK)	416	60	820
Black Forest (CRK)	928	150	250
Castle Rock (CRK)	4,192	400	820
Colorado Centre (CRK)	96	60	614
Fountain (CRK)	1,072	60	600
Franktown (CRK)	1,120	Transporter's Line Pressure	150
Monument/Palmer Lake (CRK)	976	150	250
Spruce Hill (CRK)	5,264	Transporter's Line Pressure	820
Widefield (CRK)	1,936	Transporter's Line Pressure	150
TOTAL BLK HILL/CIG (CRK) CASTLE ROCK AREA Aggregate Group 800169	16,000		
800680 BLK HILL/CIG (SHH) SPRUCE HILL HIGH	34,000	600	820

Ex. A-1

Agreement No. 215680-TF1CIG

Notes:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties, shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's Fuel Reimbursement percentage. Shipper shall be responsible for providing such Fuel Reimbursement at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this transportation service agreement.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff and, for deliveries to Spruce Hill High (SHH), as defined below.

Spruce Hill High Flow (MMcf/d)	Spruce Hill High Delivery Pressure (psig)
Flow < 2.0	250
2.0 < Flow < 5.5	275
5.5 < Flow < 8.0	300
8.0 < Flow < 10.5	325
10.5 < Flow < 12.5	350
12.5 < Flow < 14.5	375
14.5 < Flow < 15.5	400
15.5 < Flow < 17.0	425
17.0 < Flow < 19.0	450
19.0 < Flow < 21.0	475
21.0 < Flow < 23.0	500
23.0 < Flow < 25.0	550
25.0 < Flow < 31.0	600

- (5) Aggregate Group Designations are provided pursuant to Section 5.5 of the General Terms and Conditions of the Tariff.

Agreement No. 215680-TF1CIG

EXHIBIT B
 to
 FIRM TRANSPORTATION SERVICE AGREEMENT
 RATE SCHEDULE TF-1
 between

COLORADO INTERSTATE GAS COMPANY, L.L.C.
 and
BLACK HILLS SERVICE COMPANY, LLC
 (Shipper)

DATED: March 26, 2019

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rates</i>	<i>Fuel Reimbursement (4)</i>	<i>Surcharges</i>
As listed on Exhibit A	As listed on Exhibit A	(See ¶9)	(1a)	(1)	(1)	(2)	(3)

<i>Primary and Secondary Point(s) of Receipt</i>	<i>Primary and Secondary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (4)</i>	<i>Commodity Rate (4)</i>	<i>Fuel Reimbursement (4)</i>	<i>Surcharges</i>
All	All	(See ¶9)	(1)	(1)	(2)	(3)

Notes:

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule TF-1 or other superseding Rate Schedules, as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on the High Plains or North Raton Lateral facilities shall be subject, as applicable, to the appropriate High Plains and/or North Raton Lateral incremental reservation and commodity rates. Reservation rate(s) shall be payable regardless of quantities transported.
- (1a) As provided in Section 4.16 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following discount rate(s) \$0.7604 per Dth per month, which shall be payable regardless of quantities transported. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.
- (2) Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- (3) **Surcharges, if applicable:**
 All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in Part II: Statement of Rates in the Tariff; as such surcharges may be changed from time to time.

Gas Quality Control Surcharge:

The Gas Quality Control reservation rate and commodity rate shall be assessed pursuant to Section 33.1 of the General Terms and Conditions of the Tariff. Reservation rate(s) shall be payable regardless of quantities transported.

ACA:

The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions of the Tariff.

- (4) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.

Exh. B-1

Agreement No. 215683-TF1CIG

FIRM TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE TF-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

BLACK HILLS SERVICE COMPANY, LLC
(Shipper)

DATED: March 26, 2019

Transportation Service Agreement

Rate Schedule TF-1

Dated: March 26, 2019

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter: COLORADO INTERSTATE GAS COMPANY, L.L.C.**
2. **Shipper: BLACK HILLS SERVICE COMPANY, LLC**
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.
6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.
8. **Negotiated Rate:** Yes No
9. **Maximum Delivery Quantity (MDQ):**

MDQ (Dth/day)	Effective
13,000	April 1, 2019 - October 31, 2021

10. **Term of Firm Transportation Service:** Beginning: April 1, 2019
Ending: October 31, 2021

If Shipper participates in an expansion of the Transporter's 5C/212A, high-pressure system from the Cheyenne Hub to the south, then Shipper may reduce the above MDQ, provided that any such MDQ reduction keeps Transporter economically neutral, in Transporter's sole discretion. In the case where the MDQ is reduced by 13,000 Dth/day or more, this Agreement shall terminate.

Agreement No. 215683-TF1CIG

11. **Notices, Statements, and Bills:**

To Shipper:

Invoices:

BLACK HILLS SERVICE COMPANY, LLC
P.O. Box 1400
Rapid City, SD 57709-1400
Attn: Anita Hansen

All Notices:

BLACK HILLS SERVICE COMPANY, LLC
P.O. Box 1400
Rapid City, SD 57709-1400
Attn: Diane Brendle; Contract Administrator

To Transporter:

See "Points of Contact" in the Tariff.

- 12. **Effect on Prior Agreement(s):** None, however, this capacity was obtained through a permanent release of capacity by Black Hills Utility Holdings, Inc., Transporter Agreement No. 33640000-TF1CIG, per FERC order Docket No. RP19-307-000.
- 13. **Municipality Limited Liability:** N/A.
- 14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

**COLORADO INTERSTATE GAS COMPANY,
L.L.C.**

Accepted and agreed to this

_____ day of _____, 2019.

SHIPPER:

BLACK HILLS SERVICE COMPANY, LLC

Accepted and agreed to this

_____ day of _____, 2019.

Agreement No. 215683-TF1CIG

EXHIBIT A
 to
 FIRM TRANSPORTATION SERVICE AGREEMENT
 RATE SCHEDULE TF-1
 between

COLORADO INTERSTATE GAS COMPANY, L.L.C.
 and
BLACK HILLS SERVICE COMPANY, LLC
 (Shipper)

DATED: March 26, 2019

Shipper's Maximum Delivery Quantity (MDQ): (See ¶9)
 Effective Dates: (See ¶9)

<i>Primary Point(s) of Receipt (1)</i>	<i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i>	<i>Minimum Receipt Pressure (p.s.i.g.) (4)</i>	<i>Maximum Receipt Pressure (p.s.i.g.) (4)</i>
800556 TIMBERCR/CIG (PGT) PURGATOIRE	13,000	Sufficient Pressure to Enter Transporter's Facilities	1308

<i>Primary Point(s) of Delivery (1)</i>	<i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i>	<i>Minimum Delivery Pressure (p.s.i.g.) (4)</i>	<i>Maximum Delivery Pressure (p.s.i.g.) (4)</i>
892315 BLK HILL/CIG (BWF) BLACK WOLF	13,000	400	1440

Notes:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties, shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's Fuel Reimbursement percentage. Shipper shall be responsible for providing such Fuel Reimbursement at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this transportation service agreement.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff.

Ex. A-1

Agreement No. 215683-TF1CIG

EXHIBIT B
 to
 FIRM TRANSPORTATION SERVICE AGREEMENT
 RATE SCHEDULE TF-1
 between
COLORADO INTERSTATE GAS COMPANY, L.L.C.
 and
BLACK HILLS SERVICE COMPANY, LLC
 (Shipper)

DATED: March 26, 2019

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rates</i>	<i>Fuel Reimbursement (4)</i>	<i>Surcharges</i>
As listed on Exhibit A	As listed on Exhibit A	(See ¶9)	(1a)	(1)	(1)	(2)	(3)

<i>Primary and Secondary Point(s) of Receipt</i>	<i>Primary and Secondary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (4)</i>	<i>Commodity Rate (4)</i>	<i>Fuel Reimbursement (4)</i>	<i>Surcharges</i>
All	All	(See ¶9)	(1a)	(1)	(2)	(3)

Notes:

(1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule TF-1 or other superseding Rate Schedules, as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on the High Plains or North Raton Lateral facilities shall be subject, as applicable, to the appropriate High Plains and/or North Raton Lateral incremental reservation and commodity rates. Reservation rate(s) shall be payable regardless of quantities transported.

(1a) The Parties agree that the following rate will be \$16.0656 per month.

(2) Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

(3) **Surcharges, if applicable:**

All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in Part II: Statement of Rates in the Tariff; as such surcharges may be changed from time to time.

Gas Quality Control Surcharge:

The Gas Quality Control reservation rate and commodity rate shall be assessed pursuant to Section 33.1 of the General Terms and Conditions of the Tariff. Reservation rate(s) shall be payable regardless of quantities transported.

ACA:

The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions of the Tariff.

(4) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.

Ex. B-1

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List of Non-Conforming Agreements:

Anadarko Energy Services Company #213006-TF1CIG
Anadarko Energy Services Company #213526-TFHPCIG
Anadarko Energy Services Company #33666000-TFHPCIG
Black Hills ~~Service Company LLC Utility Holdings, Inc. TF-1 Agreement #215680-TF1CIG33629000A~~
Black Hills ~~Service Company LLC Utility Holdings, Inc. TF-1 Agreement #215686-TF1CIG33599000F~~
Black Hills ~~Service Company LLC Utility Holdings, Inc. #215683-TF1CIG33640000~~
Colorado Springs Utilities #33247000
Concord Energy LLC #214093-TF1CIG
DCP Midstream Marketing, LLC TF-HP Agreement #33674000A
DCP Midstream Marketing, LLC TF-HP Agreement #33761000
DCP Midstream Marketing, LLC TF-1 Agreement #213517-TF1CIG
Noble Energy, Inc. TF-1 Agreement #33179000-TF1CIG
Pioneer Natural Gas Resources USA, Inc. TF-1 Agreement #33615000B
Public Service Company of Colorado NNT-1 Agreement #31050000-NNT1CIG
Southwest Energy, L.P. TF-1 Agreement #214483-TF1CIG

NON-CONFORMING AGREEMENTS

List of Non-Conforming Agreements

Section 1	Concord Energy LLC #214093-TF1CIG
Section 2	Pioneer Natural Gas Resources USA, Inc. #33615000-TF1CIG
Section 3	Black Hills Service Company LLC Utility Holdings, Inc. #215686-TF1CIG33599000
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Section 6	Colorado Springs Utilities #33247000
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Section 10	Anadarko Energy Services Company #33666000-TFHPCIG
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Section 13	Anadarko Energy Services Company #213526-TFHPCIG
Section 14	DCP Midstream Marketing, LLC #213517-TF1CIG
Section 15	Southwest Energy, L.P. #214483-TF1CIG

~~Agreement No. 33599000~~

~~Firm Transportation Service Agreement
Rate Schedule TF-1~~

~~between~~

~~Colorado Interstate Gas Company, L.L.C.~~

~~and~~

~~Black Hills Utility Holdings, Inc.
(Shipper)~~

~~Dated: November 1, 2011~~

Agreement No. 33599000

~~Transportation Service Agreement
Rate Schedule TF-1~~

~~Dated: November 1, 2011~~

~~The Parties identified below, in consideration of their mutual promises, agree as follows:~~

- ~~1. Transporter: COLORADO INTERSTATE GAS COMPANY, L.L.C.~~
- ~~2. Shipper: Black Hills Utility Holdings, Inc.~~
- ~~3. Applicable Tariff: Transporter's FERC Gas Tariff, First Revised Volume No. 1, as the same may be amended or superseded from time to time ("the Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.~~
- ~~4. Changes in Rates and Terms: Transporter shall have the right to propose to the Federal Energy Regulatory Commission ("FERC") changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.~~
- ~~5. Transportation Service: Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.~~
- ~~6. Construction of Facilities: The parties agree and acknowledge that Transporter must construct additional facilities in order to provide Transportation Service for Shipper under this Agreement including, but not limited to, an air blending facility and related appurtenances capable of producing a minimum of 50,000 Dth per day of blended natural gas and air, near Transporter's Spruce Hill High Delivery Point Interconnect located in Douglas County, Colorado ("New Facilities").~~
- ~~7. Points of Receipt and Delivery: Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.~~
- ~~8. Rates and Surcharges: As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.~~
- ~~9. Negotiated Rate: Yes _____ No X~~
- ~~10. Maximum Delivery Quantity (MDQ):~~

MDQ (Dth/day)	Effective
31,000	<u>Beginning:</u> The day on which the New Facilities are placed into service ("In-Service Date")
	<u>Ending:</u> On the later of (i) the date on which Transporter is operationally capable of accommodating an Hourly Entitlement Enhancement Nomination, or "HEEN", from Bowie (BOW) to Black Wolf (BWF) or (ii) December 31, 2011, ("Restructure Date") but not later than the fifteenth (15th) year anniversary of the first day of the month following the In-Service Date.

47,000

~~Beginning: On the day following the Restructure Date~~

~~Ending: Nine (9) years and ten (10) months from the Restructure Date~~

~~11. Term of Firm Transportation Service: This Agreement shall be effective as of the date first above written. Shipper's right to transport natural gas under this Agreement shall commence on the In-Service Date and terminate as follows:~~

~~(a) If the Restructure Date does not occur on or before the fifteenth (15th) year anniversary of the first day of the month following the In-Service Date, then this Agreement shall expire on the fifteenth (15th) year anniversary of the first day of the month following the In-Service Date.~~

~~(b) If the Restructure Date occurs on or before the fifteenth (15th) year anniversary of the first day of the month following the month in which the In-Service Date occurs, then this Agreement shall terminate nine years and ten months from the Restructure Date.~~

~~Shipper's obligation to pay the Reservation Charges set forth in this Agreement shall commence on the In-Service Date and shall continue for the term of this Agreement; provided that if the In-Service Date occurs on any day other than the first day of a calendar month the provisions of Section 12 of this Agreement (relating to Partial Month Service) shall apply to the Reservation Charge payment obligations of Shipper in that first partial month and Shipper's obligation for payment of the full Reservation Charge shall commence on the first day of the following month.~~

~~12. Partial Month Service (following In-Service Date). During any partial month immediately following the In-Service Date, Shipper shall have the rights to use the capacity up to Shipper's MDQ at a discounted Reservation Rate which results in a total payment requirement that is equal to the number of Dth that are transported for Shipper in the partial month multiplied by the 100% load factor equivalent of the Reservation Rate set forth on Exhibit B to this Agreement. Transporter shall use commercially reasonable efforts to keep Shipper informed of the anticipated In-Service Date.~~

~~13. Conditions to Transporter's Obligations. Transporter's obligations under this Agreement are subject to:~~

~~(a) Transporter's receipt and acceptance of a FERC Certificate, and all other necessary permits and authorizations to construct, place into service, own and operate the New Facilities; provided, however, Transporter shall have no obligation to commence construction of the New Facilities if the FERC Certificate, any order of the FERC, or any other permit or authorization imposes any conditions or requirements that make such construction and operation uneconomic or otherwise unacceptable to Transporter in its sole discretion.~~

~~(b) Approval by FERC of Transporter's new Spruce Hill Gas Quality Control Charge (SH-GQC) for the New Facilities.~~

~~(c) Transporter's successful completion of all construction of the New Facilities and placing the New Facilities in service, unless the construction of the New Facilities is not completed due to the gross negligence or willful misconduct of Transporter.~~

~~(d) Satisfaction by Shipper of its obligations set forth in this Agreement.~~

~~If the requirements of this Section 13 are not fully satisfied, in Transporter's sole discretion, then Transporter may terminate this Agreement, without liability of any kind to Shipper, by giving sixty (60) days' advance written notice of such termination; provided, however, that if the relevant requirements of this Section 13 are met, or waived by Transporter, after Transporter provides the 60-day advance written notice described above but before the 60-day period set in motion by such notice has completely run, then such notice shall be deemed null and void. Upon the In-Service Date of the New Facilities, the provisions of this Section 13 shall no longer apply.~~

~~14. Creditworthiness.— Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:~~

~~(a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's"), then Shipper shall satisfy its creditworthiness obligations by making a demonstration to Transporter that: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's or Shipper's long term issuer rating is at least A- by S&P or A3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this Section 14(a); and (iii) the sum of twelve (12) months of anticipated charges under this Agreement and all other transportation agreements that Shipper has with Transporter as of the date of this Agreement is less than ten percent (10%) of Shipper's Tangible Net Worth. For purposes of this Section 14, "Tangible Net Worth" shall mean total assets — (liabilities + intangible assets).~~

~~If at any time during the term of this Agreement Shipper's S&P or Moody's rating falls below the levels described above, or Shipper becomes unrated or otherwise fails to satisfy the requirements of this Section 14(a), then for the time period that Shipper's ratings are below that level or Shipper is unrated or is otherwise unable to satisfy the requirements of this Section 14(a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in Section 14(b) below. If Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this Section 14(a).~~

~~(b) If at the time of the execution of this Agreement or at any time thereafter during the term of this Agreement, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in Section 14(a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement acceptable to Transporter, equal to two (2) months of the historical and ongoing charges under this Agreement (currently \$629,806) and two (2) years of the incremental charges under this Agreement (estimated to be \$5,252,342) and issued by another person or entity which satisfies the creditworthiness standards set forth in Section 14(a); or (ii) an irrevocable letter of credit acceptable to Transporter equal to two (2) months of the historical and ongoing charges under this Agreement (currently \$629,806) and two (2) years of the incremental charges under this Agreement (estimated to be \$5,252,342); or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.~~

~~(c) Upon request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, as set forth above, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.~~

~~(d) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within thirty (30) days of the change in ratings or conditions requiring the new demonstration of creditworthiness.~~

~~(e) Notwithstanding any statement to the contrary set forth elsewhere in this Section 14, Shipper shall at no time during the term of this Agreement be required to provide a guaranty or letter of credit in an amount exceeding the remaining anticipated charges under this Agreement.~~

~~15. Notices, Statements, and Bills:~~

~~To Shipper:~~

~~Invoices:~~

~~_____ Black Hills Utility Holdings, Inc.
_____ 1102 E. 1st St.
_____ Papillion, NE 68046
_____ Attn: Kent Kopetzky~~

~~All Notices:~~

~~_____ Black Hills Utility Holdings, Inc.
_____ 1102 E. 1st St.
_____ Papillion, NE 68046
_____ Attn: Kent Kopetzky~~

~~To Transporter:~~

~~See "Points of Contact" in the Tariff.~~

~~16. Effect on prior Agreement: When this Agreement becomes effective, it shall amend and restate the following agreement between the Parties: The Firm Transportation Service Agreement between Transporter and Shipper dated May 1, 2011, referred to as Transporter's Agreement No. 33599000F.~~

~~This Agreement is expressly subject to the conditions set forth in Section 13 herein ("Conditions Precedent"). At such time as these Conditions Precedent are fulfilled, the agreement between the parties hereto, dated August 1, 2008, as amended and restated on June 1, 2010, and designated as Contract No. 33599000E, shall be deemed simultaneously superseded and replaced by this Agreement. In the event the Conditions Precedent are not satisfied, for any reason whatsoever, then this Agreement shall be terminated immediately and deemed void ab initio, and Transporter shall continue to provide Shipper service under Contract No. 33599000D. If at any time following the effective date of this Agreement, it is modified by FERC in a manner that is detrimentally unique to this Agreement and is unacceptable to either party, the parties shall (a) enter into a new agreement that places them in the same economic positions as if FERC had not modified this Agreement; and (b) obtain FERC's approval or acceptance of the new agreement as of the earliest reasonable effective date.~~

~~17. Application of Tariff Provision: N/A.~~

~~18. Incorporation by Reference: This Agreement in all respects shall be subject to the provisions of the Tariff (as it may be amended pursuant to Section 18 of the Agreement).~~

~~IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.~~

Transporter: _____ Shipper: _____

~~COLORADO INTERSTATE GAS COMPANY, L.L.C. BLACK HILLS UTILITY HOLDINGS INC.~~

By: _____ By: _____

Thomas L. Price
Vice President of Marketing Name: _____

Title: _____

Accepted and agreed to this _____ day of _____, 2011. Accepted and agreed to this _____ day of _____, 2011.

Agreement No. 215686-TF1CIG

FIRM TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE TF-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

BLACK HILLS SERVICE COMPANY, LLC

(Shipper)

DATED: March 26, 2019

Agreement No. 215686-TF1CIG

Transportation Service Agreement

Rate Schedule TF-1

Dated: March 26, 2019

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter: COLORADO INTERSTATE GAS COMPANY, L.L.C.**
2. **Shipper: BLACK HILLS SERVICE COMPANY, LLC**
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.
6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.
8. **Negotiated Rate:** Yes _____ No
9. **Maximum Delivery Quantity (MDQ):**

MDQ
(Dth/day)

Effective

47,000

April 1, 2019 - October 31, 2021

10. **Term of Firm Transportation Service:** Beginning: April 1, 2019
Ending: October 31, 2021

Agreement No. 215686-TF1CIG

11. Notices, Statements, and Bills:

To Shipper:

Invoices:

BLACK HILLS SERVICE COMPANY, LLC
P.O. Box 1400
Rapid City, SD 57709-1400
Attn: Anita Hansen

All Notices:

BLACK HILLS SERVICE COMPANY, LLC
P.O. Box 1400
Rapid City, SD 57709-1400
Attn: Diane Brendle; Contract Administrator

To Transporter:

See "Points of Contact" in the Tariff.

12. Effect on Prior Agreement(s): None, however, this capacity was obtained through a permanent release of capacity by Black Hills Utility Holdings, Inc., Transporter Agreement No. 33599000G-TF1CIG, per FERC order Docket No. RP19-307-000.

13. Municipality Limited Liability: N/A.

14. Creditworthiness. Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:

(a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's"), then Shipper shall satisfy its creditworthiness obligations by making a demonstration to Transporter that: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's or Shipper's long-term issuer rating is at least A- by S&P or A3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this Section 14(a); and (iii) the sum of twelve (12) months of anticipated charges under this Agreement and all other transportation agreements that Shipper has with Transporter as of the date of this Agreement is less than ten percent (10%) of Shipper's Tangible Net Worth. For purposes of this Section 14, "Tangible Net Worth" shall mean total assets – (liabilities + intangible assets).

If at any time during the term of this Agreement Shipper's S&P or Moody's rating falls below the levels described above, or Shipper becomes unrated or otherwise fails to satisfy the requirements of this Section 14(a), then for the time period that Shipper's ratings are below that level or Shipper is unrated or is otherwise unable to satisfy the requirements of this Section 14(a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in Section 14(b) below. If Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this Section 14(a).

(b) If at the time of the execution of this Agreement or at any time thereafter during the term of this Agreement, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in Section 14(a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this

Agreement No. 215686-TF1CIG

Agreement acceptable to Transporter, equal to two (2) months of the historical and ongoing charges under this Agreement (currently \$629,806) and two (2) years of the incremental charges under this Agreement (estimated to be \$5,252,342) and issued by another person or entity which satisfies the creditworthiness standards set forth in Section 14(a); or (ii) an irrevocable letter of credit acceptable to Transporter equal to two (2) months of the historical and ongoing charges under this Agreement (currently \$629,806) and two (2) years of the incremental charges under this Agreement (estimated to be \$5,252,342); or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.

(c) Upon request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, as set forth above, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.

(d) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within thirty (30) days of the change in ratings or conditions requiring the new demonstration of creditworthiness.

(e) Notwithstanding any statement to the contrary set forth elsewhere in this Section 14, Shipper shall at no time during the term of this Agreement be required to provide a guaranty or letter of credit in an amount exceeding the remaining anticipated charges under this Agreement.

15. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER: _____ SHIPPER: _____
COLORADO INTERSTATE GAS COMPANY, _____ BLACK HILLS SERVICE COMPANY, LLC
L.L.C. _____

1 _____ 2 _____
3 _____ 4 _____

Accepted and agreed to this _____ Accepted and agreed to this _____
5 _____ 6 _____ 7 8 _____
_____ day of _____, 2019. _____ day of _____, 2019.

Agreement No. 33599000

Exhibit A
 to
 Firm Transportation Service Agreement
 Rate Schedule TF-1
 between
Colorado Interstate Gas Company, L.L.C.
 and
Black Hills Utility Holdings, Inc.
 -(Shipper)

Dated: November 1, 2011

Shipper's Maximum Delivery Quantity (MDQ): (See ¶ 10)

<i>Primary Point(s) of Receipt (1)</i>	<i>Effective Dates</i>	<i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i>	<i>Minimum Receipt Pressure (p.s.i.g.) (4)</i>	<i>Maximum Receipt Pressure (p.s.i.g.) (4)</i>
Bowie (BOW)	See ¶ 10	31,000	Sufficient pressure to enter Transporter's Facilities	1,000
Bowie (BOW)	See ¶ 10	47,000	Sufficient pressure to enter Transporter's Facilities	1,000

<i>Primary Point(s) of Delivery (1)</i>	<i>Effective Dates</i>	<i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i>	<i>Minimum Delivery Pressure (p.s.i.g.) (4)</i>	<i>Maximum Delivery Pressure (p.s.i.g.) (4)</i>
Spruce Hill High (SHH)	In-Service Date through the Restructure Date but not later than the fifteenth (15 th) year anniversary of the first day of the month following the In-Service Date	31,000	600	820
Black Wolf (BWF)	Restructure Date through nine (9) years and ten (10) months after the Restructure Date	47,000	400	1,440

NOTES:

(1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties, shall be posted on Transporter's Electronic Bulletin Board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.

Exhibit A
 (Cont.)

- ~~(2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's Fuel Reimbursement percentage. Shipper shall be responsible for providing such Fuel Reimbursement at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this Transportation Service Agreement.~~
- ~~(3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.~~
- ~~(4) Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff and, for deliveries to Spruce Hill High (SHH), as defined below.~~

Spruce Hill High Flow (MMcf/d)	Spruce Hill High Delivery Pressure (psig)
Flow < 2.0	250
2.0 < Flow < 5.5	275
5.5 < Flow < 8.0	300
8.0 < Flow < 10.5	325
10.5 < Flow < 12.5	350
12.5 < Flow < 14.5	375
14.5 < Flow < 15.5	400
15.5 < Flow < 17.0	425
17.0 < Flow < 19.0	450
19.0 < Flow < 21.0	475
21.0 < Flow < 23.0	500
23.0 < Flow < 25.0	550
25.0 < Flow < 31.0	600

Agreement No. 215686-TF1CIG

EXHIBIT A
 to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-1
 between
COLORADO INTERSTATE GAS COMPANY, L.L.C.
 and
BLACK HILLS SERVICE COMPANY, LLC
 (Shipper)

DATED: March 26, 2019

Shipper's Maximum Delivery Quantity (MDQ): (See ¶19)
 Effective Dates: (See ¶19)

<i>Primary Point(s) of Receipt (1)</i>	<i>Primary Point(s) of Receipt Quantity</i>	<i>Minimum Receipt Pressure</i>	<i>Maximum Receipt Pressure</i>
--	---	---------------------------------	---------------------------------

	<i>(Dth per Day) (2)</i>	<i>(p.s.i.g.) (4)</i>	<i>(p.s.i.g.) (4)</i>
800104 WIC/CIG (BOW) BOWIE	47,000	Sufficient Pressure to Enter Transporter's Facilities	1000

<i>Primary Point(s) of Delivery (1)</i>	<i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i>	<i>Minimum Delivery Pressure (p.s.i.g.) (4)</i>	<i>Maximum Delivery Pressure (p.s.i.g.) (4)</i>
892315 BLK HILL/CIG (BWF) BLACK WOLF	47,000	400	1440

Notes:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties, shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's Fuel Reimbursement percentage. Shipper shall be responsible for providing such Fuel Reimbursement at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this transportation service agreement.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff.

Exh A-1

Exhibit B
 to
 Firm Transportation Service Agreement
 Rate Schedule TF-1
 between
Colorado Interstate Gas Company, L.L.C.
 and
Black Hills Utility Holdings, Inc.
 -(Shipper)

Dated: ~~November 1, 2011~~

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>R₁ Reservation Rate</i>	<i>Commodity Rate</i>	<i>Authorized Overrun Rates</i>	<i>Fuel Reimbursement</i>	<i>Surcharges</i>
Bowie (BOW)	Spruce Hill High (SHH)	In-Service Date through the Restructure Date	(1)-(5)	(1)-(5)	(1)	(2)	(3)-(4)
Bowie (BOW)	Black Wolf (BWF)	Restructure Date through the fifteenth (15th) year anniversary of the first day of the month following the In-Service Date	(1)	(1)	(1)	(2)	(3)

<i>Secondary Point(s) of Receipt</i>	<i>Secondary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>R₁ Reservation Rate</i>	<i>Commodity Rate</i>	<i>Fuel Reimbursement</i>	<i>Surcharges</i>
All	All	In-Service Date through the Restructure Date	(1)	(1)	(2)	(3)-(4)
All	All	Restructure Date through the fifteenth (15th) year anniversary of the first day of the month following the In-Service Date	(1)	(1)	(2)	(3)

Exhibit B
(Cont.)

NOTES:

~~(1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule TF-1 or other superseding Rate Schedules; as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on the High Plains or North Raton Lateral facilities shall be subject, as applicable, to the appropriate High Plains and/or North Raton Lateral incremental Reservation and Commodity Rates.~~

~~(2) Fuel Reimbursement shall be as stated on Transporter's Statement of Rates for Transportation and Storage Natural Gas in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties. Quantities scheduled by Transporter from/to Primary and/or Secondary or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's EBB and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.~~

~~(3) **Surcharges, If Applicable:**~~

~~All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in the Statement of Rates for Transportation and Storage Natural Gas in the Tariff; as such surcharges may be changed from time to time.~~

~~**Gas Quality Control Surcharge:**~~

~~The Gas Quality Control Reservation Rate and commodity rate shall be assessed pursuant to Section 17.4 of the General Terms and Conditions of the Tariff.~~

~~**ACA:**~~

~~The ACA Surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions of the Tariff.~~

~~(4) **Spruce Hill Gas Quality Control Surcharge:**~~

~~In addition to the transportation rates payable under (1) above, anticipated costs for the New Facilities will be recovered through Transporter's Spruce Hill Gas Quality Control Surcharge (SH-GQC) which will be in the form of a monthly Reservation Charge rate estimated to be \$7.0596 and a Commodity rate estimated to be \$0.0012/Dth, based on estimated capital costs of \$16.75 million. In the event Transporter's actual capital costs are greater than or less than Transporter's filed capital costs, as set forth in Transporter's application for a FERC Certificate of Public Convenience and Necessity ("Certificate Application"), by more than ten percent (10%), then Transporter shall file with the FERC to amend its Certificate Application, prior to the In-Service Date, to adjust Transporter's Spruce Hill Gas Quality Control Surcharge (SH-GQC) based on Transporter's actual capital costs. Shipper shall support Transporter's filing to amend its Certificate Application consistent with this paragraph.~~

~~(5) **Partial Month Service (following In-Service Date).** During any partial month immediately following the In-Service Date, Shipper shall have the rights to use the capacity up to Shipper's MDQ at a discounted Reservation Rate which results in a total payment requirement that is equal to the number of Dth that are transported for Shipper in the partial month multiplied by the 100% load factor equivalent of the Reservation Rate set forth on Exhibit B to this Agreement. Transporter shall use commercially reasonable efforts to keep Shipper informed of the anticipated In-Service Date. (See ¶12)~~

Agreement No. 215686-TF1CIG

EXHIBIT B
to
FIRM TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE TF-1
between

COLORADO INTERSTATE GAS COMPANY, L.L.C.
and
BLACK HILLS SERVICE COMPANY, LLC
(Shipper)

DATED: March 26, 2019

<u>Primary Point(s) of Receipt</u>	<u>Primary Point(s) of Delivery</u>	<u>Effective Dates</u>	<u>Reservation Rate (4)</u>	<u>Commodity Rate (4)</u>	<u>Authorized Overrun Rates</u>	<u>Fuel Reimbursement (4)</u>	<u>Surcharges</u>
<u>As listed on Exhibit A</u>	<u>As listed on Exhibit A</u>	<u>(See ¶19)</u>	<u>(1)</u>	<u>(1)</u>	<u>(1)</u>	<u>(2)</u>	<u>(3)</u>

<u>Primary and Secondary Point(s) of Receipt</u>	<u>Primary and Secondary Point(s) of Delivery</u>	<u>Effective Dates</u>	<u>Reservation Rate (4)</u>	<u>Commodity Rate (4)</u>	<u>Fuel Reimbursement (4)</u>	<u>Surcharges</u>
<u>All</u>	<u>All</u>	<u>(See ¶19)</u>	<u>(1)</u>	<u>(1)</u>	<u>(2)</u>	<u>(3)</u>

Notes:

(1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule TF-1 or other superseding Rate Schedules, as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on the High Plains or North Raton Lateral facilities shall be subject, as applicable, to the appropriate High Plains and/or North Raton Lateral incremental reservation and commodity rates. Reservation rate(s) shall be payable regardless of quantities transported.

(2) Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

(3) **Surcharges, if applicable:**

All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in Part II: Statement of Rates in the Tariff; as such surcharges may be changed from time to time.

Gas Quality Control Surcharge:

The Gas Quality Control reservation rate and commodity rate shall be assessed pursuant to Section 33.1 of the General Terms and Conditions of the Tariff. Reservation rate(s) shall be payable regardless of quantities transported.

ACA:

The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions of the Tariff.

(4) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.

Exh B-1

~~Agreement No. 33629000A~~

~~Firm Transportation Service Agreement
Rate Schedule TF-1~~

~~between~~

~~Colorado Interstate Gas Company~~

~~and~~

~~Black Hills Utility Holdings, Inc.
(Shipper)~~

~~Dated: June 1, 2010, amended and restated as of May 1, 2011~~

Agreement No. 33629000A

~~Transportation Service Agreement~~

~~Rate Schedule TF-1~~

~~Dated: June 1, 2010, amended and restated as of May 1, 2011~~

~~The Parties identified below, in consideration of their mutual promises, agree as follows:~~

~~1. **Transporter: COLORADO INTERSTATE GAS COMPANY**~~

~~2. **Shipper: BLACK HILLS UTILITY HOLDINGS, INC.**~~

~~3. **Applicable Tariff:** Transporter's FERC Gas Tariff, First Revised Volume No. 1, as the same may be amended or superseded from time to time ("the Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.~~

~~4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the Federal Energy Regulatory Commission ("FERC") changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.~~

~~5. **Transportation Service:** Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.~~

~~6. **Construction of Facilities:** The parties agree and acknowledge that Transporter must construct additional facilities in order to provide Transportation Service for Shipper under this Agreement including, but not limited to, an air blending facility and related appurtenances capable of producing a minimum of 50,000 Dth per day of blended natural gas and air, near Transporter's Spruce Hill High Delivery Point Interconnect located in Douglas County, Colorado ("New Facilities").~~

~~7. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.~~

~~8. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.~~

~~9. **Negotiated Rate:** Yes _____ No X~~

~~10. **Maximum Delivery Quantity (MDQ):**~~

~~MDQ (Dth/day)~~

~~Effective~~

~~Beginning: The day on which the New Facilities are placed into service ("In-Service Date" or "ISD").~~

~~19,000~~

~~Ending: On the later of (i) the date on which Transporter is operationally capable of accommodating an Hourly Entitlement Enhancement Nomination, or "HEEN", from Bowie (BOW) to Black Wolf (BWF) or (ii) December 31, 2011, ("Restructure Date").~~

Agreement No. 33629000A

~~Beginning: On the day following the Restructure Date.~~

50,000

~~Ending: On the fifteenth (15th) year anniversary of the first day of the month following the In-Service Date~~

~~11. **Term of Firm Transportation Service:** This Agreement shall be effective as of the date first above written. Shipper's right to transport natural gas under this Agreement shall commence on the In-Service Date and shall extend through the fifteenth (15th) year anniversary of the first day of the month following the month in which the In-Service Date occurs. Shipper's obligation to pay the Reservation Charges set forth in this Agreement shall commence on the In-Service Date and shall continue for the term of this Agreement; provided that if the In-Service Date occurs on any day other than the first day of a calendar month the provisions of Section 12 of this Agreement (relating to Partial Month Service) shall apply to the Reservation Charge payment obligations of Shipper in that first partial month and Shipper's obligation for payment of the full Reservation Charge shall commence on the first day of the following month. If at any time following the effective date of this Agreement, it is modified by FERC in a manner that is detrimentally unique to this Agreement and is unacceptable to either party, the parties shall (a) enter into a new agreement that places them in the same economic positions as if FERC had not modified this Agreement; and (b) obtain FERC's approval or acceptance of the new agreement as of the earliest reasonable effective date.~~

~~12. **Partial Month Service (following In-Service Date).** During any partial month immediately following the In-Service Date, Shipper shall have the rights to use the capacity up to Shipper's MDQ at a discounted Reservation Rate which results in a total payment requirement that is equal to the number of Dth that are transported for Shipper in the partial month multiplied by the 100% load factor equivalent of the Reservation Rate set forth on Exhibit B to this Agreement. Transporter shall use commercially reasonable efforts to keep Shipper informed of the anticipated In-Service Date.~~

~~13. **Conditions to Transporter's Obligations.** Transporter's obligations under this Agreement are subject to:~~

~~(a) Transporter's receipt and acceptance of a FERC Certificate, and all other necessary permits and authorizations to construct, place into service, own and operate the New Facilities; provided, however, Transporter shall have no obligation to commence construction of the New Facilities if the FERC Certificate, any order of the FERC, or any other permit or authorization imposes any conditions or requirements that make such construction and operation uneconomic or otherwise unacceptable to Transporter in its sole discretion.~~

~~(b) Approval by FERC of Transporter's new Spruce Hill Gas Quality Control Charge (SH-GQC) for the New Facilities.~~

~~(c) Transporter's successful completion of all construction of the New Facilities and placing the New Facilities in service, unless the construction of the New Facilities is not completed due to the gross negligence or willful misconduct of Transporter.~~

~~(d) Satisfaction by Shipper of its obligations set forth in this Agreement.~~

~~If the requirements of this Section 13 are not fully satisfied, in Transporter's sole discretion, then Transporter may terminate this Agreement, without liability of any kind to Shipper, by giving sixty (60) days' advance written notice of such termination; provided, however, that if the relevant requirements of this Section 13 are met, or waived by Transporter, after Transporter provides the 60-day advance written notice described above but before the 60-day period set in motion by such notice has completely run, then such notice shall be deemed null and void. Upon the In-Service Date of the New Facilities, the provisions of this Section 13 shall no longer apply.~~

Agreement No. 33629000A

~~14. **Creditworthiness.** Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:~~

~~(a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's"), then Shipper shall satisfy its creditworthiness obligations by making a demonstration to Transporter that: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's or Shipper's long-term issuer rating is at least A- by S&P or A3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this Section 14(a); and (iii) the sum of twelve (12) months of anticipated charges under this Agreement and all other transportation agreements that Shipper has with Transporter as of the date of this Agreement is less than ten percent (10%) of Shipper's Tangible Net Worth. For purposes of this Section 14, "Tangible Net Worth" shall mean total assets (liabilities + intangible assets).~~

~~If at any time during the term of this Agreement Shipper's S&P or Moody's rating falls below the levels described above, or Shipper becomes unrated or otherwise fails to satisfy the requirements of this Section 14(a), then for the time period that Shipper's ratings are below that level or Shipper is unrated or is otherwise unable to satisfy the requirements of this Section 14(a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in Section 14(b) below. If Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this Section 14(a).~~

~~(b) If at the time of the execution of this Agreement or at any time thereafter during the term of this Agreement, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in Section 14(a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement acceptable to Transporter, equal to two (2) years of the anticipated charges under this Agreement and issued by another person or entity which satisfies the creditworthiness standards set forth in Section 14(a); or (ii) an irrevocable letter of credit acceptable to Transporter equal to two (2) years of the anticipated charges under this Agreement; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.~~

~~(c) Upon request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, as set forth above, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.~~

~~(d) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within thirty (30) days of the change in ratings or conditions requiring the new demonstration of creditworthiness.~~

~~(e) Notwithstanding any statement to the contrary set forth elsewhere in this Section 14, Shipper shall at no time during the term of this Agreement be required to provide a guaranty or letter of credit in an amount exceeding the remaining anticipated charges under this Agreement.~~

Agreement No. 33629000A

~~15. Notices, Statements, and Bills:~~

~~To Shipper:~~

~~Invoices:~~

~~_____ Black Hills Utility Holdings, Inc.
_____ 1815 Capitol Ave.
_____ Omaha, NE 68102
_____ Attn: Kent Kopetzky~~

~~All Notices:~~

~~_____ Black Hills Utility Holdings, Inc.
_____ 1815 Capitol Ave.
_____ Omaha, NE 68102
_____ Attn: Kent Kopetzky~~

~~To Transporter:~~

~~See "Points of Contact" in the Tariff.~~

~~16. Effect on prior Agreement: When this Agreement becomes effective, it shall amend and restate the Firm Transportation Service Agreement between Transporter and Shipper dated June 1, 2010, referred to as Agreement No. 33629000.~~

~~17. Application of Tariff Provision: N/A.~~

~~18. Incorporation by Reference: This Agreement in all respects shall be subject to the provisions of the Tariff (as it may be amended pursuant to Section 17 of the Agreement).~~

~~IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.~~

~~Transporter: _____ Shipper: _____~~

~~COLORADO INTERSTATE GAS COMPANY _____ BLACK HILLS UTILITY HOLDINGS INC. _____~~

~~By: _____ By: _____~~

~~_____ Thomas L. Price _____
_____ Vice President of Marketing _____ Name: _____~~

~~_____ Title: _____~~

~~Accepted and agreed to this _____ Accepted and agreed to this _____
_____ day of _____, 2011. _____ day of _____, 2011.~~

Agreement No. 215680-TF1CIG

FIRM TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE TF-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

BLACK HILLS SERVICE COMPANY, LLC
(Shipper)

DATED: March 26, 2019

Agreement No. 215680-TF1CIG

Transportation Service Agreement

Rate Schedule TF-1

Dated: March 26, 2019

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter: COLORADO INTERSTATE GAS COMPANY, L.L.C.**
2. **Shipper: BLACK HILLS SERVICE COMPANY, LLC**
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.
6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.

8. **Negotiated Rate:** Yes _____ No

9. **Maximum Delivery Quantity (MDQ):**

MDQ
(Dth/day)

Effective

50,000

April 1, 2019 - September 30, 2026

10. **Term of Firm Transportation Service:** Beginning: April 1, 2019
Ending: September 30, 2026

Agreement No. 215680-TF1CIG

11. Notices, Statements, and Bills:

To Shipper:

Invoices:

BLACK HILLS SERVICE COMPANY, LLC
P.O. Box 1400
Rapid City, SD 57709-1400
Attn: Anita Hansen

All Notices:

BLACK HILLS SERVICE COMPANY, LLC
P.O. Box 1400
Rapid City, SD 57709-1400
Attn: Diane Brendle; Contract Administrator

To Transporter:

See "Points of Contact" in the Tariff.

12. Effect on Prior Agreement(s): None, however, this capacity was obtained through a permanent release of capacity by Black Hills Utility Holdings, Inc., Transporter Agreement No. 33629000A-TF1CIG, per FERC order Docket No. RP19-307-000.

13. Municipality Limited Liability: N/A

14. Creditworthiness. Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:

(a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's"), then Shipper shall satisfy its creditworthiness obligations by making a demonstration to Transporter that: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's or Shipper's long-term issuer rating is at least A- by S&P or A3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this Section 14(a); and (iii) the sum of twelve (12) months of anticipated charges under this Agreement and all other transportation agreements that Shipper has with Transporter as of the date of this Agreement is less than ten percent (10%) of Shipper's Tangible Net Worth. For purposes of this Section 14, "Tangible Net Worth" shall mean total assets – (liabilities + intangible assets).

If at any time during the term of this Agreement Shipper's S&P or Moody's rating falls below the levels described above, or Shipper becomes unrated or otherwise fails to satisfy the requirements of this Section 14(a), then for the time period that Shipper's ratings are below that level or Shipper is unrated or is otherwise unable to satisfy the requirements of this Section 14(a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in Section 14(b) below. If Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this Section 14(a).

Agreement No. 215680-TF1CIG

- (b) If at the time of the execution of this Agreement or at any time thereafter during the term of this Agreement, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in Section 14(a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement acceptable to Transporter, equal to two (2) years of the anticipated charges under this Agreement and issued by another person or entity which satisfies the creditworthiness standards set forth in Section 14(a); or (ii) an irrevocable letter of credit acceptable to Transporter equal to two (2) years of the anticipated charges under this Agreement; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.
- (c) Upon request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, as set forth above, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.
- (d) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within thirty (30) days of the change in ratings or conditions requiring the new demonstration of creditworthiness.
- (e) Notwithstanding any statement to the contrary set forth elsewhere in this Section 14, Shipper shall at no time during the term of this Agreement be required to provide a guaranty or letter of credit in an amount exceeding the remaining anticipated charges under this Agreement.

15. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

SHIPPER:

COLORADO INTERSTATE GAS COMPANY,
L.L.C.

BLACK HILLS SERVICE COMPANY, LLC

1

2

3

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Accepted and agreed to this

Accepted and agreed to this

5

6

7 8

day of , 2019.

day of , 2019.

Agreement No. 33629000A

Exhibit A
 to
~~Firm Transportation Service Agreement~~
~~Rate Schedule TF-1~~
 between
Colorado Interstate Gas Company
 and
Black Hills Utility Holdings, Inc.
 -(Shipper)

~~Dated: June 1, 2010, amended and restated as of May 1, 2014~~

Shipper's Maximum Delivery Quantity (MDQ): (See ¶ 10)

Primary Point(s) of Receipt (1)	Effective Dates	Primary Point(s) of Receipt Quantity (Dth per Day) (2)	Minimum Receipt Pressure (p.s.i.g.) (4)	Maximum Receipt Pressure (p.s.i.g.) (4)
Spruce Hill Blending (SHB)	ISD — Restructure Date	19,000	625	820
	Restructure Date — 15 years after ISD	50,000		

Primary Point(s) of Delivery (1)	Effective Dates	Primary Point(s) of Delivery Quantity (Dth per Day) (3)	Minimum Delivery Pressure (p.s.i.g.) (4)	Maximum Delivery Pressure (p.s.i.g.) (4)
Spruce Hill High (SHH)	ISD — Restructure Date	19,000	600	820
	Restructure Date — 15 years after ISD	34,000		

Castle Rock Group (CRK)

Bayou Gulch (CRK)	Restructure Date — 15 years after ISD	416	60	820
Black Forest (CRK)	Restructure Date — 15 years after ISD	928	150	250
Castle Rock (CRK)	Restructure Date — 15 years after ISD	4,192	400	820
Colorado Centre (CRK)	Restructure Date — 15 years after ISD	96	60	614
Fountain (CRK)	Restructure Date — 15 years after ISD	1,072	60	600
Franktown (CRK)	Restructure Date — 15 years after ISD	1,120	Transporter's Line Pressure	150
Monument/Palmer Lake (CRK)	Restructure Date — 15 years after ISD	976	150	250
Spruce Hill (CRK)	Restructure Date — 15 years after ISD	5,264	Transporter's Line Pressure	820
Widefield (CRK)	Restructure Date — 15 years after ISD	1,936	Transporter's Line Pressure	150
TOTAL Castle Rock Group (CRK)		16,000		

Agreement No. 33629000A

Exhibit A
 (Cont.)

NOTES:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties, shall be posted on Transporter's Electronic Bulletin Board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's Fuel Reimbursement percentage. Shipper shall be responsible for providing such Fuel Reimbursement at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this Transportation Service Agreement.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff and, for deliveries to Spruce Hill High (SHH), as defined below.

Spruce Hill High Flow (MMcf/d)	Spruce Hill High Delivery Pressure (psig)
Flow < 2.0	250
2.0 < Flow < 5.5	275
5.5 < Flow < 8.0	300
8.0 < Flow < 10.5	325
10.5 < Flow < 12.5	350
12.5 < Flow < 14.5	375
14.5 < Flow < 15.5	400
15.5 < Flow < 17.0	425
17.0 < Flow < 19.0	450
19.0 < Flow < 21.0	475
21.0 < Flow < 23.0	500
23.0 < Flow < 25.0	550
25.0 < Flow < 31.0	600

Agreement No. 215680-TF1CIG

EXHIBIT A
 to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-1
 between
COLORADO INTERSTATE GAS COMPANY, L.L.C.
 and
BLACK HILLS SERVICE COMPANY, LLC
 (Shipper)

DATED: March 26, 2019

Shipper's Maximum Delivery Quantity (MDQ): (See ¶19)
 Effective Dates: (See ¶19)

<u>Primary Point(s) of Receipt (1)</u>	<u>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</u>	<u>Minimum Receipt Pressure (p.s.i.g.) (4)</u>	<u>Maximum Receipt Pressure (p.s.i.g.) (4)</u>
800677 CIG/CIG (SHB) SPRUCE HILL BLENDING	50,000	Sufficient Pressure to Enter Transporter's Facilities	820

<u>Primary Point(s) of Delivery (1)</u>	<u>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</u>	<u>Minimum Delivery Pressure (p.s.i.g.) (4)</u>	<u>Maximum Delivery Pressure (p.s.i.g.) (4)</u>
<u>BLK HILL/CIG (CRK)</u>			
<u>CASTLE ROCK AREA Aggregate Group 800169 (5)</u>			
<u>Bayou Gulch (CRK)</u>	<u>416</u>	<u>60</u>	<u>820</u>
<u>Black Forest (CRK)</u>	<u>928</u>	<u>150</u>	<u>250</u>
<u>Castle Rock (CRK)</u>	<u>4,192</u>	<u>400</u>	<u>820</u>
<u>Colorado Centre (CRK)</u>	<u>96</u>	<u>60</u>	<u>614</u>
<u>Fountain (CRK)</u>	<u>1,072</u>	<u>60</u>	<u>600</u>
<u>Franktown (CRK)</u>	<u>1,120</u>	<u>Transporter's Line Pressure</u>	<u>150</u>
<u>Monument/Palmer Lake (CRK)</u>	<u>976</u>	<u>150</u>	<u>250</u>
<u>Spruce Hill (CRK)</u>	<u>5,264</u>	<u>Transporter's Line Pressure</u>	<u>820</u>
<u>Widefield (CRK)</u>	<u>1,936</u>	<u>Transporter's Line Pressure</u>	<u>150</u>
<u>TOTAL BLK HILL/CIG (CRK)</u>			
<u>CASTLE ROCK AREA Aggregate Group 800169</u>		<u>16,000</u>	
<hr/>			
<u>800680 BLK HILL/CIG (SHH)</u>			
<u>SPRUCE HILL HIGH</u>	<u>34,000</u>	<u>600</u>	<u>820</u>

Ex. A-1

Agreement No. 215680-TF1CIG

Notes:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties, shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's Fuel Reimbursement percentage. Shipper shall be responsible for providing such Fuel Reimbursement at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this transportation service agreement.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff and, for deliveries to Spruce Hill High (SHH), as defined below.

<u>Spruce Hill High Flow (MMcf/d)</u>	<u>Spruce Hill High Delivery Pressure (psig)</u>
<u>Flow < 2.0</u>	<u>250</u>
<u>2.0 < Flow < 5.5</u>	<u>275</u>
<u>5.5 < Flow < 8.0</u>	<u>300</u>
<u>8.0 < Flow < 10.5</u>	<u>325</u>
<u>10.5 < Flow < 12.5</u>	<u>350</u>
<u>12.5 < Flow < 14.5</u>	<u>375</u>
<u>14.5 < Flow < 15.5</u>	<u>400</u>
<u>15.5 < Flow < 17.0</u>	<u>425</u>
<u>17.0 < Flow < 19.0</u>	<u>450</u>
<u>19.0 < Flow < 21.0</u>	<u>475</u>
<u>21.0 < Flow < 23.0</u>	<u>500</u>
<u>23.0 < Flow < 25.0</u>	<u>550</u>
<u>25.0 < Flow < 31.0</u>	<u>600</u>

- (5) Aggregate Group Designations are provided pursuant to Section 5.5 of the General Terms and Conditions of the Tariff.

Agreement No. 33629000A

Exhibit B
 to
~~Firm Transportation Service Agreement~~
~~Rate Schedule TF-1~~
 between
Colorado Interstate Gas Company
 and
Black Hills Utility Holdings, Inc.
 -(Shipper)

~~Dated: June 1, 2010, amended and restated as of May 1, 2014~~

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>R₁ Reservation Rate</i>	<i>Commodity Rate</i>	<i>Authorized Overrun Rates</i>	<i>Fuel Reimbursement</i>	<i>Surcharges</i>
As Listed on Exhibit "A"	As listed on Exhibit "A"	See ¶ 10	(1a)-(5)	(1)-(5)	(1)	(2)	(3)-(4)

<i>Secondary Point(s) of Receipt</i>	<i>Secondary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>R₁ Reservation Rate</i>	<i>Commodity Rate</i>	<i>Fuel Reimbursement</i>	<i>Surcharges</i>
All	All	See ¶ 10	(1)	(1)	(2)	(3)-(4)

NOTES:

(1) ~~Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule TF-1 or other superseding Rate Schedules; as such rates may be changed from time to time.~~

(1a) ~~The Parties agree that the following monthly rate, subject to the minimum and maximum rates, will be \$0.7604.~~

(2) ~~Fuel Reimbursement shall be as stated on Transporter's Statement of Rates for Transportation and Storage Natural Gas in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties. Quantities scheduled by Transporter from/to Primary and/or Secondary or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's EBB and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.~~

(3) **Surcharges, If Applicable:**

All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in the Statement of Rates for Transportation and Storage Natural Gas in the Tariff; as such surcharges may be changed from time to time.

Gas Quality Control Surcharge:

The Gas Quality Control Reservation Rate and commodity rate shall be assessed pursuant to Section 17.4 of the General Terms and Conditions of the Tariff.

Agreement No. 33629000A

Exhibit B

(Cont.)

ACA:

The ACA Surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions of the Tariff.

(4) Spruce Hill Gas Quality Control Surcharge:

In addition to the transportation rates payable under (1) above, anticipated costs for the New Facilities will be recovered through Transporter's Spruce Hill Gas Quality Control Surcharge (SH-GQC) which will be in the form of a monthly Reservation Charge rate estimated to be \$7.0596 and a Commodity rate estimated to be \$0.0012/Dth, based on estimated capital costs of \$16.75 million. In the event Transporter's actual capital costs are greater than or less than Transporter's filed capital costs, as set forth in Transporter's application for a FERC Certificate of Public Convenience and Necessity ("Certificate Application"), by more than ten percent (10%), then Transporter shall file with the FERC to amend its Certificate Application, prior to the In-Service Date, to adjust Transporter's Spruce Hill Gas Quality Control Surcharge (SH-GQC) based on Transporter's actual capital costs. Shipper shall support Transporter's filing to amend its Certificate Application consistent with this paragraph.

(5) Partial Month Service (following In-Service Date). During any partial month immediately following the In-Service Date, Shipper shall have the rights to use the capacity up to Shipper's MDQ at a discounted Reservation Rate which results in a total payment requirement that is equal to the number of Dth that are transported for Shipper in the partial month multiplied by the 100% load factor equivalent of the Reservation Rate set forth on Exhibit B to this Agreement. Transporter shall use commercially reasonable efforts to keep Shipper informed of the anticipated In-Service Date. (See ¶12)

Agreement No. 215680-TF1CIG

EXHIBIT B

to

**FIRM TRANSPORTATION SERVICE AGREEMENT
 RATE SCHEDULE TF-1**

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

BLACK HILLS SERVICE COMPANY, LLC

(Shipper)

DATED: March 26, 2019

<u>Primary Point(s) of Receipt</u>	<u>Primary Point(s) of Delivery</u>	<u>Effective Dates</u>	<u>Reservation Rate (4)</u>	<u>Commodity Rate (4)</u>	<u>Authorized Overrun Rates</u>	<u>Fuel Reimbursement (4)</u>	<u>Surcharges</u>
As listed on Exhibit A	As listed on Exhibit A	(See ¶9)	(1a)	(1)	(1)	(2)	(3)
<u>Primary and Secondary Point(s) of Receipt</u>	<u>Primary and Secondary Point(s) of Delivery</u>	<u>Effective Dates</u>	<u>Reservation Rate (4)</u>	<u>Commodity Rate (4)</u>	<u>Fuel Reimbursement (4)</u>	<u>Surcharges</u>	
All	All	(See ¶9)	(1)	(1)	(2)	(3)	

Notes:

(1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for

service under Rate Schedule TF-1 or other superseding Rate Schedules, as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on the High Plains or North Raton Lateral facilities shall be subject, as applicable, to the appropriate High Plains and/or North Raton Lateral incremental reservation and commodity rates. Reservation rate(s) shall be payable regardless of quantities transported.

(1a) As provided in Section 4.16 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following discount rate(s) \$0.7604 per Dth per month, which shall be payable regardless of quantities transported. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.

(2) Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

(3) Surcharges, if applicable:

All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in Part II: Statement of Rates in the Tariff; as such surcharges may be changed from time to time.

Gas Quality Control Surcharge:

The Gas Quality Control reservation rate and commodity rate shall be assessed pursuant to Section 33.1 of the General Terms and Conditions of the Tariff. Reservation rate(s) shall be payable regardless of quantities transported.

ACA:

The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions of the Tariff.

(4) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.

Exh. B-1

~~Agreement No. 33640000~~

~~Firm Transportation Service Agreement
Rate Schedule TF 1~~

~~between~~

~~Colorado Interstate Gas Company~~

~~and~~

~~Black Hills Utility Holdings, Inc.
(Shipper)~~

~~Dated: May 1, 2011~~

Agreement No. 33640000

Transportation Service Agreement

Rate Schedule TF 1

Dated: ~~May 1, 2011~~

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ~~Transporter: COLORADO INTERSTATE GAS COMPANY~~
2. ~~Shipper: BLACK HILLS UTILITY HOLDINGS, INC.~~
3. ~~Applicable Tariff: Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("the Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.~~
4. ~~Changes in Rates and Terms: Transporter shall have the right to propose to the Federal Energy Regulatory Commission ("FERC") changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.~~
5. ~~Transportation Service: Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.~~
6. ~~Points of Receipt and Delivery: Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.~~
7. ~~Rates and Surcharges: As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.~~
8. ~~Negotiated Rate: Yes No~~
9. ~~Maximum Delivery Quantity (MDQ):~~

MDQ (Dth/day)	Effective
13,000	01/01/12—10/31/21

~~If Shipper participates in an expansion of the Transporter's 5C/212A, high-pressure system from the Cheyenne Hub to the south, then Shipper may reduce the above MDQ, provided that any such MDQ reduction keeps Transporter economically neutral, in Transporter's sole discretion. In the case where the MDQ is reduced by 13,000 Dth/day or more, this Agreement shall terminate.~~

10. ~~Term of Firm Transportation Service: Beginning: January 1, 2012
Ending: October 31, 2021~~

~~Agreement No. 33640000~~

~~11. Notices, Statements, and Bills:~~

~~To Shipper:~~

~~Invoices:~~

~~Black Hills Utility Holdings, Inc.
1815 Capitol Ave.
Omaha, NE 68102
Attn: Kent Kopetzky~~

~~All Notices:~~

~~Black Hills Utility Holdings, Inc.
1815 Capitol Ave.
Omaha, NE 68102
Attn: Kent Kopetzky~~

~~To Transporter:~~

~~See "Points of Contact" in the Tariff.~~

~~12. Effect on prior Agreement: N/A.~~

~~13. Application of Tariff Provision: N/A.~~

~~14. Incorporation by Reference: This Agreement in all respects shall be subject to the provisions of the Tariff (as it may be amended pursuant to Section 13 of the Agreement).~~

~~IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.~~

~~Transporter: _____ Shipper:~~

~~COLORADO INTERSTATE GAS COMPANY _____ BLACK HILLS UTILITY HOLDINGS INC.~~

~~By: _____ By: _____
Thomas L. Price
Vice President of Marketing Name: _____
Title: _____~~

~~Accepted and agreed to this _____ Accepted and agreed to this
_____ day of _____, 2011. _____ day of _____, 2011~~

Agreement No. 215683-TF1CIG

FIRM TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE TF-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

BLACK HILLS SERVICE COMPANY, LLC
(Shipper)

DATED: March 26, 2019

Agreement No. 215683-TF1CIG

Transportation Service Agreement

Rate Schedule TF-1

Dated: March 26, 2019

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter: COLORADO INTERSTATE GAS COMPANY, L.L.C.**
2. **Shipper: BLACK HILLS SERVICE COMPANY, LLC**
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.
6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.
8. **Negotiated Rate:** Yes No
9. **Maximum Delivery Quantity (MDQ):**

MDQ
(Dth/day)

13,000

Effective

April 1, 2019 - October 31, 2021

10. **Term of Firm Transportation Service:** Beginning: April 1, 2019
Ending: October 31, 2021

If Shipper participates in an expansion of the Transporter's 5C/212A, high-pressure system from the Cheyenne Hub to the south, then Shipper may reduce the above MDQ, provided that any such MDQ reduction keeps Transporter economically neutral, in Transporter's sole discretion. In the case where the MDQ is reduced by 13,000 Dth/day or more, this Agreement shall terminate.

Agreement No. 215683-TF1CIG

11. Notices, Statements, and Bills:

To Shipper:

Invoices:

BLACK HILLS SERVICE COMPANY, LLC

P.O. Box 1400

Rapid City, SD 57709-1400

Attn: Anita Hansen

All Notices:

BLACK HILLS SERVICE COMPANY, LLC

P.O. Box 1400

Rapid City, SD 57709-1400

Attn: Diane Brendle; Contract Administrator

To Transporter:

See "Points of Contact" in the Tariff.

12. Effect on Prior Agreement(s): None, however, this capacity was obtained through a permanent release of capacity by Black Hills Utility Holdings, Inc., Transporter Agreement No. 33640000-TF1CIG, per FERC order Docket No. RP19-307-000.

13. Municipality Limited Liability: N/A.

14. Governing Law: Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER: _____

SHIPPER: _____

**COLORADO INTERSTATE GAS COMPANY,
L.L.C.**

BLACK HILLS SERVICE COMPANY, LLC

1 _____ 2 _____

3 _____ 4 _____

Accepted and agreed to this _____

Accepted and agreed to this _____

5 _____ 6 _____
day of _____, 2019.

7 8 _____
day of _____, 2019.

Exhibit A
 to
~~Firm Transportation Service Agreement~~
~~Rate Schedule TF-1~~
 between
Colorado Interstate Gas Company
 and
Black Hills Utility Holdings Inc.
 (Shipper)

~~Dated: May 1, 2011~~

Shipper's Maximum Delivery Quantity (MDQ): (See ¶9)

<i>Primary Point(s) of Receipt (1)</i>	<i>Effective Dates</i>	<i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i>	<i>Minimum Receipt Pressure (p.s.i.g.) (4)</i>	<i>Maximum Receipt Pressure (p.s.i.g.) (4)</i>
Purgatoire (PGT)	See ¶9	13,000	Sufficient pressure to enter Transporter's Facilities	1,308

<i>Primary Point(s) of Delivery (1)</i>	<i>Effective Dates</i>	<i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i>	<i>Minimum Delivery Pressure (p.s.i.g.) (4)</i>	<i>Maximum Delivery Pressure (p.s.i.g.) (4)</i>
Black Wolf (BWF)	See ¶9	13,000	400	1,440

NOTES:

- (1) ~~Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties, shall be posted on Transporter's Electronic Bulletin Board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.~~
- (2) ~~Each Point of Receipt Quantity may be increased by an amount equal to Transporter's Fuel Reimbursement percentage. Shipper shall be responsible for providing such Fuel Reimbursement at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this Transportation Service Agreement.~~
- (3) ~~The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.~~
- (4) ~~Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff.~~

Agreement No. 215683-TF1CIG

EXHIBIT A
 to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-1
 between
COLORADO INTERSTATE GAS COMPANY, L.L.C.

and
BLACK HILLS SERVICE COMPANY, LLC
 (Shipper)

DATED: March 26, 2019

Shipper's Maximum Delivery Quantity (MDQ): (See ¶19)
Effective Dates: (See ¶19)

<u>Primary Point(s) of Receipt (1)</u>	<u>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</u>	<u>Minimum Receipt Pressure (p.s.i.g.) (4)</u>	<u>Maximum Receipt Pressure (p.s.i.g.) (4)</u>
800556 TIMBERCR/CIG (PGT) PURGATOIRE	13,000	Sufficient Pressure to Enter Transporter's Facilities	1308

<u>Primary Point(s) of Delivery (1)</u>	<u>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</u>	<u>Minimum Delivery Pressure (p.s.i.g.) (4)</u>	<u>Maximum Delivery Pressure (p.s.i.g.) (4)</u>
892315 BLK HILL/CIG (BWF) BLACK WOLF	13,000	400	1440

Notes:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties, shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's Fuel Reimbursement percentage. Shipper shall be responsible for providing such Fuel Reimbursement at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this transportation service agreement.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff.

Ex. A-1

Agreement No. 33640000

Exhibit B
 to
~~Firm Transportation Service Agreement~~
~~Rate Schedule TF 1~~
 between
Colorado Interstate Gas Company
 and
Black Hills Utility Holdings Inc.
 -(Shipper)

Dated: ~~May 1, 2011~~

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>R₁ Reservation Rate</i>	<i>Commodity Rate</i>	<i>Authorized Overrun Rates</i>	<i>Fuel Reimbursement</i>	<i>Surcharges</i>
Purgatoire (PGT)	Black Wolf (BWF)	See ¶9	(1a)-(4)	(1)-(4)	(1)	(2)	(3)

<i>Secondary Point(s) of Receipt</i>	<i>Secondary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>R₁ Reservation Rate</i>	<i>Commodity Rate</i>	<i>Fuel Reimbursement</i>	<i>Surcharges</i>
All	All	See ¶9	(1a)-(4)	(1)-(4)	(2)	(3)

NOTES:

(1) ~~Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule TF 1 or other superseding Rate Schedules; as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on the High Plains or North Raton Lateral facilities shall be subject, as applicable, to the appropriate High Plains and/or North Raton Lateral incremental Reservation and Commodity Rates.~~

(1a) ~~The Parties agree that the following rate will be \$16.0656 per month.~~

(2) ~~Fuel Reimbursement shall be as stated on Transporter's Schedule of Surcharges and Fees in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties. Quantities scheduled by Transporter from/to Primary and/or Secondary or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's EBB and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.~~

(3) ~~**Surcharges, If Applicable:**~~

~~All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in the Schedule of Surcharges and Fees in the Tariff; as such surcharges may be changed from time to time.~~

~~**Gas Quality Control Surcharge:**~~

~~The Gas Quality Control Reservation Rate and commodity rate shall be assessed pursuant to Section 17.4 of the General Terms and Conditions of the Tariff.~~

~~**ACA:**~~

~~The ACA Surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions of the Tariff.~~

~~(4) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's EBB and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff. Agreement No. 215683-TF1CIG~~

EXHIBIT B

to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-1
between

COLORADO INTERSTATE GAS COMPANY, L.L.C.
and
BLACK HILLS SERVICE COMPANY, LLC
 (Shipper)

DATED: March 26, 2019

<u>Primary Point(s) of Receipt</u>	<u>Primary Point(s) of Delivery</u>	<u>Effective Dates</u>	<u>Reservation Rate (4)</u>	<u>Commodity Rate (4)</u>	<u>Authorized Overrun Rates</u>	<u>Fuel Reimbursement (4)</u>	<u>Surcharges</u>
As listed on Exhibit A	As listed on Exhibit A	(See ¶9)	(1a)	(1)	(1)	(2)	(3)

<u>Primary and Secondary Point(s) of Receipt</u>	<u>Primary and Secondary Point(s) of Delivery</u>	<u>Effective Dates</u>	<u>Reservation Rate (4)</u>	<u>Commodity Rate (4)</u>	<u>Fuel Reimbursement (4)</u>	<u>Surcharges</u>
All	All	(See ¶9)	(1a)	(1)	(2)	(3)

Notes:

(1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule TF-1 or other superseding Rate Schedules, as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on the High Plains or North Raton Lateral facilities shall be subject, as applicable, to the appropriate High Plains and/or North Raton Lateral incremental reservation and commodity rates. Reservation rate(s) shall be payable regardless of quantities transported.

(1a) The Parties agree that the following rate will be \$16.0656 per month.

(2) Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

(3) Surcharges, if applicable:

All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in Part II: Statement of Rates in the Tariff; as such surcharges may be changed from time to time.

Gas Quality Control Surcharge:

The Gas Quality Control reservation rate and commodity rate shall be assessed pursuant to Section 33.1 of the General Terms and Conditions of the Tariff. Reservation rate(s) shall be payable regardless of quantities transported.

ACA:

The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions of the Tariff.

(4) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.

Ex. B-1