



May 30, 2019

Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

Attention: Ms. Kimberly D. Bose, Secretary

Re: Non-Conforming Agreement Filing;
Colorado Interstate Gas Company, L.L.C.;
Docket No. RP19-

Commissioners:

Colorado Interstate Gas Company, L.L.C. ("CIG") hereby tenders for filing and acceptance by the Federal Energy Regulatory Commission ("Commission" or "FERC") the tariff records listed in Attachment A. Proposed with an effective date of July 1, 2019, the tariff records update CIG's FERC Gas Tariff, Second Revised Volume No. 1 ("Tariff") to include a new non-conforming Rate Schedule TF-1 transportation service agreement ("TSA"). This TSA is submitted for the Commission's review and acceptance and for inclusion in CIG's Tariff.

Reason for Filing

CIG has executed TSA No. 214677-TF1CIG with Black Hills Northwest Wyoming Gas Utility Company, LLC ("Black Hills") to provide firm Rate Schedule TF-1 transportation service.¹ This new agreement includes non-conforming provisions, which deviate from CIG's Rate Schedule TF-1 Form of Service Agreement ("*Pro Forma*") and is therefore submitted for the Commission's review and acceptance.

Description of TSA

Black Hills TSA No. 214677-TF1CIG ("Black Hills TSA") will provide firm transportation service on CIG's mainline system with a primary receipt point at Dover and a primary delivery point at the new Silvertip Meter Station.² Additionally, specified points of receipt and delivery are identified in the TSA as secondary points.

¹ Black Hills submitted the winning bid for expansion capacity that was offered in a binding open season posted on August 6, 2018.

² As identified in the fill-in-the-blank construction provision in paragraph 5 (iii) of the Black Hills TSA, CIG will construct the new Silvertip Meter Station to be located in Park County, Wyoming using its blanket certificate authority.

The TSA has a ten year term beginning on the later of the in-service date of the Silvertip Meter Station or July 1, 2019 (i.e., the Commencement Date). The TSA includes a maximum delivery quantity (“MDQ”) of 15,000 Dth per day through the term of the contract. A discounted reservation rate of \$5.6575 per Dth per month will apply to transportation service between the primary and secondary points of receipt and delivery identified in the TSA.

Non-Conforming Provisions

The Black Hills TSA contains non-conforming provisions that are not provided for in the *Pro Forma*. As described below, the non-conforming TSA provisions address the recovery of carbon tax and greenhouse gas costs and creditworthiness.

Recovery for Carbon Tax and Greenhouse Gas Costs

Paragraph 7, Rates and Surcharges, contains a non-conforming provision allowing for the possibility that the Commission may permit the recovery of costs incurred in connection with mitigating greenhouse gas emissions. In the event the Commission permits the recovery of such costs only through the recourse rate applicable to the various Rate Schedules, then Black Hills agrees to pay CIG for any Greenhouse Gas Emissions Costs through an adjustment of its discounted reservation rate.³ In the absence of this provision, the discounted rate applicable to this TSA could prevent CIG from recovering the Greenhouse Gas Emissions Costs from Black Hills. The Commission has previously accepted similar greenhouse gas contract provisions.⁴

Creditworthiness

CIG and Black Hills have agreed to creditworthiness provisions in Paragraph 13 of the TSA. Paragraph 13 provides that during the term of the TSA, Black Hills must satisfy the creditworthiness requirements of CIG’s Tariff.⁵ The parties have also included a provision that provides that Black Hills will demonstrate creditworthiness equal to two years of anticipated charges for the

³ “Greenhouse Gas Emissions Costs” may include: (i) any carbon emissions tax or other greenhouse gas assessment charges imposed on CIG; (ii) the cost of any greenhouse gas mitigation efforts; and/or (iii) costs incurred under a voluntary program of greenhouse gas mitigation.

⁴ See *Colorado Interstate Company, L.L.C.*, unpublished letter order issued in Docket No. RP15-576-000 dated March 19, 2015, *El Paso Natural Gas Company, L.L.C.*, unpublished letter order issued in Docket No. RP17-1069-000 dated October 27, 2017, and *Wyoming Interstate Company, L.L.C.* unpublished letter order issued in Docket No. RP18-235-000, dated December 28, 2017.

⁵ See General Terms and Conditions, Section 4.14 of CIG’s Tariff.

transportation capacity. The additional creditworthiness requirement is necessary to provide CIG greater financial security given that CIG will undertake construction of a new delivery meter station in order to provide the requested transportation service. Although this language is non-conforming, CIG believes this provision is a not unduly discriminatory acceptable deviation and respectfully requests the Commission accept this non-conforming provision.⁶

Description of Filing

This filing includes the transmittal letter and marked and clean versions of the proposed tariff records. Attachment A of this filing contains a list of all of the proposed tariff records. Attachment B contains an executed copy of the TSA. CIG is also including a marked version of the TSA reflecting the changes made from the *Pro Forma* in Attachment C.

Tariff Sections

Section 154.112(b) of the Commission's regulations requires that agreements with non-conforming provisions be referenced in the pipeline's FERC Gas Tariff. Accordingly, CIG is submitting the following tariff records:

Part I, Section 1 and Part VII, Title Page now list the new non-conforming TSA with Black Hills.

Part VII, Sections 16.0 through 16.2 add TSA No. 214677-TF1CIG to CIG's Tariff.⁷

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) (2018) of the Commission's regulations is omitted. In accordance with the applicable provisions of the Commission's regulations, CIG is submitting an eTariff XML filing package, which includes the following:

a) a transmittal letter;

⁶ The Commission has previously approved similar creditworthiness provisions associated with the construction of new facilities. See *Colorado Interstate Gas Company, L.L.C.*, unpublished letter order issued in Docket No. RP18-1125-000 dated September 27, 2018 and *El Paso Natural Gas Company, L.L.C.*, unpublished letter order issued in Docket No. RP13-169-000 dated November 30, 2012.

⁷ Subsequent to the execution of the Black Hills TSA, CIG assigned a point identification number ("PIN") to the Silvertip Meter Station. CIG has included the PIN in the tariff records submitted herein.

- b) Attachment A, a list of the submitted tariff records;
- c) Attachment B, an executed copy of the aforementioned TSA;
- d) Attachment C, a marked version of the TSA reflecting changes from the *Pro Forma*; and
- e) clean and marked versions of the tariff records in PDF format.

CIG respectfully requests the Commission accept the tendered tariff records for filing and permit them to become effective on July 1, 2019 which is not less than 30 days following the date of this filing. With respect to any tariff provisions the Commission allows to go into effect without change, CIG hereby moves to place the tendered tariff provisions into effect at the end of the suspension period, if any, specified by the Commission.

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

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

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

Second Revised Volume No. 1

Part I: Overview

Section 1 Table of Contents Version 31.0.0

Part VII: Non-Conforming Agreement

Title Page Version 19.0.0

Section 16 Black Hills NW Wyoming Gas Utility Co. LLC #214677 Version 0.0.0

Section 16.1 Black Hills NW Wyoming Gas Utility Co. LLC #214677 Exh A Version 0.0.0

Section 16.2 Black Hills NW Wyoming Gas Utility Co. LLC #214677 Exh B Version 0.0.0

Attachment B

FIRM TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE TF-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

BLACK HILLS NORTHWEST WYOMING GAS UTILITY COMPANY, LLC
(Shipper)

DATED: August 15, 2018

Transportation Service Agreement
Rate Schedule TF-1

Dated: August 15, 2018

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 NORTHWEST WYOMING GAS UTILITY 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.

The parties recognize that Transporter must construct additional facilities in order to provide Transportation Service for Shipper under this Agreement. Parties agree that on in-service date the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits, and other authorizations for the additional facilities in a form and substance satisfactory to Transporter in its sole discretion; and
 - (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the additional facilities.
 - (iii) Construction of a new delivery meter station ("Silvertip" Meter Station) to connect with Black Hills Shoshone Pipeline, LLC in Park County, WY (the "Project Facilities")
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.

Recovery for Carbon Tax and Greenhouse Gas Costs: Subject at all times to FERC's approval of the particular costs, cost recovery mechanism(s) and manner of recovery in question, CIG shall be entitled to recovery of Greenhouse Gas Emissions Costs incurred by CIG attributable to natural gas transported for Shipper. As used herein "Greenhouse Gas Emissions Costs" means (i) the cost

of any carbon emissions tax or other greenhouse gas assessment that is imposed on CIG, (ii) the cost of any greenhouse gas mitigation efforts, including the costs of credits and offsets, that CIG incurs to comply with any greenhouse gas laws, rules or regulations, and/or (iii) costs incurred under a voluntary program of greenhouse gas mitigation. If (i) CIG is unsuccessful in having the FERC-approved Greenhouse Gas Emissions Costs incurred by it recovered through a FERC-approved surcharge applicable to all shippers, and (ii) such amounts are recoverable only through CIG's FERC-approved recourse rates, then Shipper will agree to modify its negotiated reservation rate under the FTSA by the amount of CIG's maximum reservation rate under Rate Schedule TF-1 that is attributable to such costs.

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

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

| MDQ (Dth/day) | Effective |
|------------------|-----------|
| 15,000 | See ¶10 |

10. **Term of Firm Transportation Service:**

Beginning: The later of the In-Service Date of the Project Facilities; or July 1, 2019 (the "Commencement Date")
 Ending: Ten (10) years following the Commencement Date.

A contractual right of first refusal shall apply to this agreement, pursuant to Section 4.9 of the General Terms and Conditions of the Tariff.

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

To Shipper:

Invoices:

BLACK HILLS NORTHWEST WYOMING GAS UTILITY COMPANY, LLC
 PO Box 1400
 Rapid City, SD 57709-1400
 Attn: Gas Accounting

All Notices:

BLACK HILLS NORTHWEST WYOMING GAS UTILITY COMPANY, LLC
 1102 E. 1st Street
 Papillion, NE 68046
 Attn: Harry Ono

To Transporter:

See "Points of Contact" in the Tariff.

12. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall supersede and cancel the following agreement between the Parties: The Transportation Precedent Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 214187-PACIG, dated May 14, 2018.

13. **Creditworthiness:** Shipper shall maintain sufficient evidence of satisfaction of creditworthiness throughout the term of this Agreement, as follows:

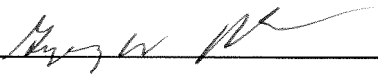
- (a) Shipper must satisfy the creditworthiness requirements of CIG's Tariff.
- (b) Demonstrate creditworthiness equal to two (2) years of anticipated charges.

- 14. **Municipality Limited Liability:** N/A.
- 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.**



GREGORY W RUBEN

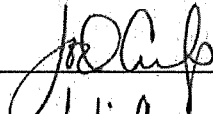
Vice President

Accepted and agreed to this

5th day of November, 2018.

SHIPPER:

**BLACK HILLS NORTHWEST WYOMING
GAS UTILITY COMPANY, LLC**



Jodi Culp

VP-Gas Asset Optimization

Accepted and agreed to this

29th day of October, 2018.

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

COLORADO INTERSTATE GAS COMPANY, L.L.C.
and
BLACK HILLS NORTHWEST WYOMING GAS UTILITY COMPANY, LLC
(Shipper)

DATED: August 15, 2018

Shipper's Maximum Delivery Quantity (MDQ): (See ¶9)
Effective Dates: (See ¶10)

| <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> |
|--|---|---|--|
| 800212 (DOV) Dover | 15,000 | 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> |
|---|--|---|---|
| TBD Silvertip Meter Station | 15,000 | Transporter's Line Pressure At this Location | 1100 |

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 NORTHWEST WYOMING GAS UTILITY COMPANY, LLC
(Shipper)
DATED: August 15, 2018

| <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 ¶10) | (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> |
|---|---|------------------------|-----------------------------|---------------------------|-------------------------------|-------------------|
| 800212 (DOV) Dover 827250 (MTS) Meeteetsee 891706 (CLS) Carlson 800493 (NHP) Northern Headstation Pool 800104 (BOW) Bowie | TBD Silvertip Meter Station 897040 (COD) Cody | (See ¶10) | (1a) | (1) | (2) | (3) |
| All | All | (See ¶10) | (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) \$5.6575 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.

EXHIBIT B CONT'D

(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.

Attachment C

FIRM TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE TF-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

BLACK HILLS NORTHWEST WYOMING GAS UTILITY COMPANY, LLC
(Shipper)

DATED: August 15, 2018

Transportation Service Agreement

Rate Schedule TF-1

Dated: August 15, 2018

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 NORTHWEST WYOMING GAS UTILITY 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.

The parties recognize that Transporter must construct additional facilities in order to provide Transportation Service for Shipper under this Agreement. Parties agree that on in-service date the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits, and other authorizations for the additional facilities in a form and substance satisfactory to Transporter in its sole discretion; and
 - (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the additional facilities.
 - (iii) Construction of a new delivery meter station ("Silvertip" Meter Station) to connect with Black Hills Shoshone Pipeline, LLC in Park County, WY (the "Project Facilities")
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.

Recovery for Carbon Tax and Greenhouse Gas Costs: Subject at all times to FERC's approval of the particular costs, cost recovery mechanism(s) and manner of recovery in question, CIG shall be entitled to recovery of Greenhouse Gas Emissions Costs incurred by CIG attributable to natural gas transported for Shipper. As used herein "Greenhouse Gas Emissions Costs" means (i) the cost

of any carbon emissions tax or other greenhouse gas assessment that is imposed on CIG, (ii) the cost of any greenhouse gas mitigation efforts, including the costs of credits and offsets, that CIG incurs to comply with any greenhouse gas laws, rules or regulations, and/or (iii) costs incurred under a voluntary program of greenhouse gas mitigation. If (i) CIG is unsuccessful in having the FERC-approved Greenhouse Gas Emissions Costs incurred by it recovered through a FERC-approved surcharge applicable to all shippers, and (ii) such amounts are recoverable only through CIG's FERC-approved recourse rates, then Shipper will agree to modify its negotiated reservation rate under the FTSA by the amount of CIG's maximum reservation rate under Rate Schedule TF-1 that is attributable to such costs.

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

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

| MDQ (Dth/day) | Effective |
|------------------|-----------|
| 15,000 | See ¶10 |

10. **Term of Firm Transportation Service:**

Beginning: The later of the In-Service Date of the Project Facilities; or July 1, 2019 (the "Commencement Date")
 Ending: Ten (10) years following the Commencement Date.

A contractual right of first refusal shall apply to this agreement, pursuant to Section 4.9 of the General Terms and Conditions of the Tariff.

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

To Shipper:

Invoices:

BLACK HILLS NORTHWEST WYOMING GAS UTILITY COMPANY, LLC
 PO Box 1400
 Rapid City, SD 57709-1400
 Attn: Gas Accounting

All Notices:

BLACK HILLS NORTHWEST WYOMING GAS UTILITY COMPANY, LLC
 1102 E. 1st Street
 Papillion, NE 68046
 Attn: Harry Ono

To Transporter:

See "Points of Contact" in the Tariff.

12. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall supersede and cancel the following agreement between the Parties: The Transportation Precedent Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 214187-PACIG, dated May 14, 2018.

13. **Creditworthiness:** Shipper shall maintain sufficient evidence of satisfaction of creditworthiness throughout the term of this Agreement, as follows:

- (a) Shipper must satisfy the creditworthiness requirements of CIG's Tariff.
- (b) Demonstrate creditworthiness equal to two (2) years of anticipated charges.

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

145. **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 NORTHWEST WYOMING
GAS UTILITY COMPANY, LLC**

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2018.

_____ day of _____, 2018.

EXHIBIT A

to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-1
 between

COLORADO INTERSTATE GAS COMPANY, L.L.C.
 and
BLACK HILLS NORTHWEST WYOMING GAS UTILITY COMPANY, LLC
 (Shipper)

DATED: August 15, 2018

Shipper's Maximum Delivery Quantity (MDQ): (See ¶9)
 Effective Dates: (See ¶10)

| <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> |
|--|---|---|--|
| 800212 (DOV) Dover | 15,000 | 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> |
|---|--|---|---|
| TBD Silvertip Meter Station | 15,000 | Transporter's Line Pressure At this Location | 1100 |

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.

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FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-1
between
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(Shipper)
DATED: August 15, 2018

| <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 ¶10) | (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> |
|---|--|------------------------|-----------------------------|---------------------------|-------------------------------|-------------------|
| 800212 (DOV) Dover 827250 (MTS) Meeteetsee 891706 (CLS) Carlson 800493 (NHP) Northern Headstation Pool 800104 (BOW) Bowie | 50473 Silvertip Meter Station 897040 (COD) Cody | (See ¶10) | (1a) | (1) | (2) | (3) |
| All | All | (See ¶10) | (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) \$5.6575 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.

EXHIBIT B CONT'D

(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 13 | Anadarko Energy Services Company #213526-TFHPCIG |
| Section 14 | DCP Midstream Marketing, LLC #213517-TF1CIG |
| Section 15 | Southwest Energy, L.P. #214483-TF1CIG |
| Section 16 | Black Hills Northwest Wyoming Gas Utility Company, LLC #214677-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 Northwest Wyoming Gas Utility Company, LLC #214677-TF1CIG
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

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| Section 1 | Concord Energy LLC #214093-TF1CIG |
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| Section 16 | Black Hills Northwest Wyoming Gas Utility Company, LLC #214677-TF1CIG |

FIRM TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE TF-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

BLACK HILLS NORTHWEST WYOMING GAS UTILITY COMPANY, LLC
(Shipper)

DATED: August 15, 2018

Transportation Service Agreement

Rate Schedule TF-1

Dated: August 15, 2018

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 NORTHWEST WYOMING GAS UTILITY 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.

The parties recognize that Transporter must construct additional facilities in order to provide Transportation Service for Shipper under this Agreement. Parties agree that on in-service date the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits, and other authorizations for the additional facilities in a form and substance satisfactory to Transporter in its sole discretion; and
 - (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the additional facilities.
 - (iii) Construction of a new delivery meter station ("Silvertip" Meter Station) to connect with Black Hills Shoshone Pipeline, LLC in Park County, WY (the "Project Facilities")
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.

Recovery for Carbon Tax and Greenhouse Gas Costs: Subject at all times to FERC's approval of the particular costs, cost recovery mechanism(s) and manner of recovery in question, CIG shall be entitled to recovery of Greenhouse Gas Emissions Costs incurred by CIG attributable to natural gas transported for Shipper. As used herein "Greenhouse Gas Emissions Costs" means (i) the cost of any carbon emissions tax or other greenhouse gas assessment that is imposed on CIG, (ii) the cost of any greenhouse gas mitigation efforts, including the costs of credits and offsets, that CIG incurs to comply with any greenhouse gas laws, rules or regulations, and/or (iii) costs incurred under a voluntary program of greenhouse gas mitigation. If (i) CIG is unsuccessful in having the FERC-approved Greenhouse Gas Emissions Costs incurred by it recovered through a FERC-approved surcharge applicable to all shippers, and (ii) such amounts are recoverable only through CIG's FERC-approved recourse rates, then Shipper will agree to modify its negotiated reservation rate under the FTSA by the amount of CIG's maximum reservation rate under Rate Schedule TF-1 that is attributable to such costs.

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

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

| MDQ (Dth/day) | Effective |
|------------------|-----------|
| 15,000 | See ¶10 |

10. **Term of Firm Transportation Service:**

Beginning: The later of the In-Service Date of the Project Facilities; or
July 1, 2019 (the "Commencement Date")

Ending: Ten (10) years following the Commencement Date.

A contractual right of first refusal shall apply to this agreement, pursuant to Section 4.9 of the General Terms and Conditions of the Tariff.

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

To Shipper:

Invoices:

BLACK HILLS NORTHWEST WYOMING GAS UTILITY COMPANY, LLC
PO Box 1400
Rapid City, SD 57709-1400
Attn: Gas Accounting

All Notices:

BLACK HILLS NORTHWEST WYOMING GAS UTILITY COMPANY, LLC
1102 E. 1st Street
Papillion, NE 68046
Attn: Harry Ono

To Transporter:

See "Points of Contact" in the Tariff.

12. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall supersede and cancel the following agreement between the Parties: The Transportation Precedent Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 214187-PACIG, dated May 14, 2018.
13. **Creditworthiness:** Shipper shall maintain sufficient evidence of satisfaction of creditworthiness throughout the term of this Agreement, as follows:
 - (a) Shipper must satisfy the creditworthiness requirements of CIG's Tariff.
 - (b) Demonstrate creditworthiness equal to two (2) years of anticipated charges.
14. **Municipality Limited Liability:** N/A.
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 NORTHWEST WYOMING
GAS UTILITY COMPANY, LLC**

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2018.

_____ day of _____, 2018.

Agreement No. 214677-TF1CIG

EXHIBIT A

to
 FIRM TRANSPORTATION SERVICE AGREEMENT
 RATE SCHEDULE TF-1
 between

COLORADO INTERSTATE GAS COMPANY, L.L.C.
 and
BLACK HILLS NORTHWEST WYOMING GAS UTILITY COMPANY, LLC
 (Shipper)

DATED: August 15, 2018

Shipper's Maximum Delivery Quantity (MDQ): (See ¶9)
 Effective Dates: (See ¶10)

| <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> |
|--|---|---|--|
| 800212 (DOV) Dover | 15,000 | 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> |
|---|--|---|---|
| 50473 Silvertip Meter Station | 15,000 | Transporter's Line Pressure At this Location | 1100 |

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. 214677-TF1CIG

EXHIBIT B
 to
 FIRM TRANSPORTATION SERVICE AGREEMENT
 RATE SCHEDULE TF-1
 between
COLORADO INTERSTATE GAS COMPANY, L.L.C.
 and
BLACK HILLS NORTHWEST WYOMING GAS UTILITY COMPANY, LLC
 (Shipper)
 DATED: August 15, 2018

| <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 ¶10) | (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> |
|--|---|------------------------|-----------------------------|---------------------------|-------------------------------|-------------------|
| 800212 (DOV) Dover 827250 (MTS) Meeteetsee | 50473 Silvertip Meter Station | (See ¶10) | (1a) | (1) | (2) | (3) |
| 891706 (CLS) Carlson 800493 (NHP) Northern Headstation Pool 800104 (BOW) Bowie | 897040 (COD) Cody | | | | | |
| All | All | (See ¶10) | (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) \$5.6575 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.

Ex. B-1

Agreement No. 214677-TF1CIG

EXHIBIT B CONT'D

- (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-2

MARKED TARIFF SECTIONS

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- Section 5 NNT-2 No-Notice Transportation and Storage Service
- Section 6 TSB-Y Young Transportation-Storage Balancing Service
- Section 7 TSB-T Totem Transportation-Storage Balancing Service
- Section 8 FS-1 Firm Storage Service
- Section 9 FS-Y Firm Young Storage Service
- Section 10 FS-T Firm Totem Storage Service
- Section 11 TI-1 Transportation Service - Interruptible
- Section 12 TI-HP High Plains Transportation Service - Interruptible
- Section 13 PAL-1 Parking and Lending Service - Interruptible
- Section 14 APAL-1 Automatic Interruptible Parking and Lending Service
- Section 15 IS-1 Storage Service - Interruptible
- Section 16 IS-Y Interruptible Young Storage Service
- Section 17 IS-T Interruptible Totem Storage Service
- Section 18 SS-1 Swing Service - Interruptible
- Section 19 SS-HP High Plains Swing Service – Interruptible

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| Section 21 | HUB-1 | Cheyenne Station HUB Service |
| Section 22 | CS-1 | Cheyenne Firm Compression Service |
| Section 23 | S-1 | General Unbundled Sales Service |
| Section 24 | PAL-HP | High Plains Parking and Lending Service – Interruptible |

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| 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 |
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| 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 |
| Section 16 | <u>Black Hills Northwest Wyoming Gas Utility Company, LLC #214677-TF1CIG</u> |

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 Northwest Wyoming Gas Utility Company, LLC #214677-TF1CIG
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
- Section 16 Black Hills Northwest Wyoming Gas Utility Company, LLC #214677-TF1CIG

Agreement No. 214677-TF1CIG

FIRM TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE TF-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

BLACK HILLS NORTHWEST WYOMING GAS UTILITY COMPANY, LLC
(Shipper)

DATED: August 15, 2018

Agreement No. 214677-TF1CIG

Transportation Service Agreement

Rate Schedule TF-1

Dated: August 15, 2018

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 NORTHWEST WYOMING GAS UTILITY 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.

The parties recognize that Transporter must construct additional facilities in order to provide Transportation Service for Shipper under this Agreement. Parties agree that on in-service date the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits, and other authorizations for the additional facilities in a form and substance satisfactory to Transporter in its sole discretion; and
 - (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the additional facilities.
 - (iii) Construction of a new delivery meter station ("Silvertip" Meter Station) to connect with Black Hills Shoshone Pipeline, LLC in Park County, WY (the "Project Facilities")
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.

Recovery for Carbon Tax and Greenhouse Gas Costs: Subject at all times to FERC's approval of the particular costs, cost recovery mechanism(s) and manner of recovery in question, CIG shall be entitled to recovery of Greenhouse Gas Emissions Costs incurred by CIG attributable to natural gas transported for Shipper. As used herein "Greenhouse Gas Emissions Costs" means (i) the cost of any carbon emissions tax or other greenhouse gas assessment that is imposed on CIG, (ii) the cost of any greenhouse gas mitigation efforts, including the costs of credits and offsets, that CIG incurs to comply with any greenhouse gas laws, rules or regulations, and/or (iii) costs incurred under a voluntary program of greenhouse gas mitigation. If (i) CIG is unsuccessful in having the FERC-approved Greenhouse Gas Emissions Costs incurred by it recovered through a FERC-approved surcharge applicable to all shippers, and (ii) such amounts are recoverable only through CIG's FERC-approved recourse rates, then Shipper will agree to modify its negotiated reservation rate under the FTSA by the amount of CIG's maximum reservation rate under Rate Schedule TF-1 that is attributable to such costs.

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

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

| <u>MDQ</u> <u>(Dth/day)</u> | <u>Effective</u> |
|--|-------------------------|
| <u>15,000</u> | <u>See ¶10</u> |

10. **Term of Firm Transportation Service:**

Beginning: The later of the In-Service Date of the Project Facilities; or
July 1, 2019 (the "Commencement Date")
Ending: Ten (10) years following the Commencement Date.

A contractual right of first refusal shall apply to this agreement, pursuant to Section 4.9 of the General Terms and Conditions of the Tariff.

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

To Shipper:

Invoices:
BLACK HILLS NORTHWEST WYOMING GAS UTILITY COMPANY, LLC
PO Box 1400
Rapid City, SD 57709-1400
Attn: Gas Accounting

All Notices:
BLACK HILLS NORTHWEST WYOMING GAS UTILITY COMPANY, LLC
1102 E. 1st Street
Papillion, NE 68046
Attn: Harry Ono

To Transporter:

See "Points of Contact" in the Tariff.

12. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall supersede and cancel the following agreement between the Parties: The Transportation Precedent Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 214187-PACIG, dated May 14, 2018.

13. **Creditworthiness:** Shipper shall maintain sufficient evidence of satisfaction of creditworthiness throughout the term of this Agreement, as follows:

- (a) Shipper must satisfy the creditworthiness requirements of CIG's Tariff.
- (b) Demonstrate creditworthiness equal to two (2) years of anticipated charges.

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

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 NORTHWEST WYOMING
GAS UTILITY COMPANY, LLC

1

2

3

4

Accepted and agreed to this

Accepted and agreed to this

5

6

day of , 2018.

7 8

day of , 2018.

Agreement No. 214677-TF1CIG

EXHIBIT A

to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-1
between

COLORADO INTERSTATE GAS COMPANY, L.L.C.
and
BLACK HILLS NORTHWEST WYOMING GAS UTILITY COMPANY, LLC
(Shipper)

DATED: August 15, 2018

Shipper's Maximum Delivery Quantity (MDQ): (See ¶9)
Effective Dates: (See ¶10)

| <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> |
|--|---|--|--|
| 800212 (DOV) Dover | 15,000 | Sufficient Pressure to Enter Transporter's Facilities | 1000 |

| <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> |
|---|--|---|---|
| 50473 Silvertip Meter Station | 15,000 | Transporter's Line Pressure At this Location | 1100 |

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. 214677-TF1CIG

EXHIBIT B
 to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-1
 between
COLORADO INTERSTATE GAS COMPANY, L.L.C.
 and
BLACK HILLS NORTHWEST WYOMING GAS UTILITY COMPANY, LLC
 (Shipper)
 DATED: August 15, 2018

| <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 ¶10) | (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> |
|---|---|------------------------|-----------------------------|---------------------------|-------------------------------|-------------------|
| 800212 (DOV) Dover 827250 (MTS) Meeteetsee 891706 (CLS) Carlson 800493 (NHP) Northern Headstation Pool 800104 (BOW) Bowie | 50473 Silvertip Meter Station 897040 (COD) Cody | (See ¶10) | (1a) | (1) | (2) | (3) |
| All | All | (See ¶10) | (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) \$5.6575 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.

Ex. B-1

Agreement No. 214677-TF1CIG

EXHIBIT B CONT'D

(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-2