



April 29, 2021

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

Attention: Ms. Kimberly D. Bose, Secretary

Re: Negotiated Rate, Non-Conforming Agreement Filing;
Colorado Interstate Gas Company, L.L.C.;
Docket No. RP21-

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 June 1, 2021, the tariff records update CIG's FERC Gas Tariff, Second Revised Volume No. 1 ("Tariff") to reflect a new negotiated rate, non-conforming Rate Schedule TF-1 transportation service agreement ("TSA") and certain administrative housekeeping updates.

Reason for Filing

CIG recently executed TSA No. 217671-TF1CIG with Black Hills Service Company ("BHSC") to provide firm Rate Schedule TF-1 transportation service. This new agreement includes a negotiated rate and a non-conforming provision which deviates from CIG's Rate Schedule TF-1 Form of Service Agreement ("*Pro Forma*") and is therefore submitted for the Commission's review and acceptance.¹

Description of TSA

BHSC TSA No. 217671-TF1CIG ("BHSC TSA") will provide firm transportation service on CIG's mainline system with a primary receipt point at the existing Dover meter station (PIN 800212) and a delivery point at the new Elkhart meter station (PIN 55010) located in Morton County, Kansas. Additionally, specified points of receipt and delivery are identified as secondary points. The

¹ See *Colorado Interstate Gas Company, L.L.C.*, 75 FERC ¶ 61,090 (1996) where the Commission approved CIG's request to implement negotiated rate authority pursuant to the Commission's Policy Statement in Docket No. RM95-6-000 and RM96-7-000 ("Policy Statement"). The Policy Statement requires pipelines, when implementing a negotiated rate contract, to file either the contract or a Statement of Negotiated Rates sheet or record identifying the transaction.

BHSC TSA begins on the later of the in-service date of certain facilities described in the agreement or June 1, 2021 (i.e., the Commencement Date).² The BHSC TSA terminates ten years following the Commencement Date. The BHSC TSA includes a maximum delivery quantity of 1,200 Dth per day through the term of the contract. The BHSC TSA contains a negotiated rate and a non-conforming creditworthiness provision, which are described below.³

Non-Conforming Provision

Creditworthiness

Paragraph 14 in the BHSC TSA stipulates creditworthiness requirements necessary to ensure continued financial support of the construction project.⁴ The TSA's creditworthiness provision requires BHSC to demonstrate that: (i) its senior unsecured debt securities are rated at least BBB- by Standard and Poor's Corporation or Baa3 by Moody's Investor Service⁵ and (ii) BHSC is not under review for a possible ratings downgrade to a level below that set forth in the BHSC TSA.

If at any time during the term of the TSA BHSC's credit rating fails to qualify under the conditions set forth above, then for the time period BHSC's ratings are below these levels, BHSC will provide and maintain at its option: (i) an irrevocable, unconditional guarantee of its obligations under the TSA reasonably acceptable to CIG and issued by another person or entity which satisfies the creditworthiness standards set forth above; or (ii) an irrevocable letter of credit acceptable to CIG equal to the lesser of two years, or the period of time remaining under the term of the TSA, of the anticipated charges under the TSA; or (iii) such other credit arrangements which are mutually agreeable to CIG and BHSC and which are accepted by CIG on a non-discriminatory basis.⁶

² CIG anticipates an in-service date no later than June 1, 2021.

³ CIG has made minor clarifying additions related to the construction of new facilities in paragraph 5 of the BHSC TSA. These minor changes, which are not included in CIG's Rate Schedule TF-1 *Pro Forma*, are shown in Attachment C included herein.

⁴ This creditworthiness provision is similar to provisions filed by CIG and accepted by the Commission in Docket Nos. RP13-1389-000, RP14-371-000 and RP15-576-000. See, e.g., *Colorado Interstate Gas Co.*, Docket No. RP15-576-000 (March 19, 2015) (unpublished letter order).

⁵ In the event BHSC is rated differently by multiple agencies, the lowest rating shall be used to determine creditworthiness.

⁶ Additionally, to the extent BHSC's creditworthiness is not publicly available, BHSC shall promptly provide evidence of creditworthiness to CIG which may be shared with its lenders or creditors or a rating agency that is maintaining a rating of CIG's debt securities. Also, if BHSC requires any change to the manner in which it demonstrates creditworthiness, BHSC must make that demonstration within fifteen business days of the change requiring the new demonstration of creditworthiness.

CIG is highlighting this creditworthiness provision for the Commission's review given that it is non-conforming (since it is not specifically provided for in CIG's *Pro Forma*) and necessary to support the construction and operation of the Elkhart meter station.

Negotiated Rate

GT&C Section 4.17 of CIG's Tariff allows CIG and a shipper to agree to a transportation rate that varies from the minimum-to-maximum range provided on the Tariff's Statement of Rates. CIG and BHSC have agreed to a negotiated rate that applies to the reservation rate, which is described in Exhibit B. CIG requests the Commission accept the following negotiated rate provisions as provided for in CIG's Tariff.

As detailed in Exhibit B, footnote 1a, the BHSC TSA provides for a negotiated reservation rate of \$9.0095 per Dth per month. This negotiated rate will be applicable to transportation service provided at primary points throughout the term of the agreement.⁷ Additionally, footnote 1a provides that the applicable negotiated reservation rate will apply to certain secondary receipt and delivery point combinations for the full term of the BHSC TSA. As displayed on the proposed tariff records, the secondary receipt points include Dover (PIN 800212) and the secondary delivery points include Elkhart (PIN 55010) and Finney (PIN 892251).

Housekeeping Matters

In addition to the tariff records associated with above described negotiated rate, non-conforming BHSC TSA, CIG is proposing to remove tariff records associated with four terminated TSAs currently included in the Tariff.⁸ CIG is proposing tariff records in this filing to effect this administrative update.

⁷ Footnote 1a includes a clarifying statement that the negotiated reservation rate shall not be subject to CIG's applicable minimum or maximum rates. This statement, which is not contemplated in CIG's Rate Schedule TF-1 *Pro Forma*, is shown in Attachment C included herein.

⁸ CIG proposes removal of TSA No. 33615000 with Pioneer Natural Gas Resources USA, Inc. and TSA Nos. 215940-TF1CIG, 215942-TF1CIG and 215945-TF1CIG with Extraction Oil & Gas, Inc.

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 amended TSA. CIG is also including a marked version of the BHSC 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, Overview and Part VII: Non-Conforming have been updated to update the section lists to reference the new BHSC TSA and also to remove references to the terminated TSAs described herein.

Part VII, Non-Conforming - Sections 2.0 through 2.2 are modified to reflect the new BHSC TSA No. 217671-TF1CIG⁹ and to remove the terminated TSA with Pioneer Natural Gas Resources USA, Inc.

Part VII, Non-Conforming - Sections 19.0 through 19.2, 20.0 through 20.2 and 21.0 through 21.2 are modified to remove three terminated TSAs with Extraction Oil and Gas Company, Inc.

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) (2020) 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;
- b) Attachment A, a list of the submitted tariff records;
- c) Attachment B, an executed copy of the aforementioned BHSC TSA;

⁹ CIG routinely assigns a unique point identification number ("PIN") to each receipt and delivery point. A PIN related to the new Elkhart meter station was not available prior to the execution of the BHSC TSA and was indicated as "to be determined" on the executed BHSC TSA. CIG has since assigned a PIN to the new Elkhart delivery point. CIG has included this PIN number on the marked and clean tariff records submitted herein.

- d) Attachment C, a marked version of the BHSC 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 June 1, 2021, which is the anticipated in service date of the new Elkhart meter station. 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.

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

Ms. Julia Forrester-Sellers
Assistant General Counsel
Colorado Interstate Gas Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944
Telephone: (719) 520-4513
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

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 29th day of April, 2021.

/s/
Francisco Tarin

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

COLORADO INTERSTATE GAS COMPANY, L.L.C
Negotiated Rate Non-Conforming Transportation Service Agreement Filing
RP21-____

Second Revised Volume No. 1

Part I: Overview

Section 1	Table of Contents	Version 38.0.0
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Part VII: Non-Conforming Agreements

Title Page		Version 26.0.0
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Section 2	Black Hills Service Company, LLC #217671-TF1CIG	Version 5.0.0
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Section 2.1	Black Hills Service Company, LLC #217671-TF1CIG Exh A	Version 5.0.0
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Section 2.2	Black Hills Service Company, LLC #217671-TF1CIG Exh B	Version 5.0.0
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Section 19	Reserved	Version 1.0.0
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Section 19.1	Reserved	Version 1.0.0
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Section 19.2	Reserved	Version 1.0.0
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Section 20	Reserved	Version 1.0.0
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Section 20.1	Reserved	Version 1.0.0
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Section 20.2	Reserved	Version 1.0.0
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Section 21	Reserved	Version 1.0.0
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Section 21.1	Reserved	Version 1.0.0
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Section 21.2	Reserved	Version 1.0.0
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Attachment 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: October 26, 2020

Transportation Service Agreement

Rate Schedule TF-1

Dated: October 26, 2020

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.

The Parties recognize that Transporter must construct additional facilities in order to provide Transportation Service for Shipper under this Agreement. Parties agree that on the in-service of the additional facilities (the "In-Service Date") the following provisions will no longer apply. Transporter's obligations under this Agreement are subject to the following conditions:

- (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 required for the construction and operation of the additional facilities, in a form and substance satisfactory to Transporter, in its sole discretion.
 - (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 Elkhart delivery meter station ("Elkhart") to connect with the facilities of Black Hills Gas Distribution, LLC within Morton County, KS (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.
8. **Negotiated Rate:** Yes X No

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

MDQ (Dth/day)	Effective
1,200	See ¶10

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

Beginning: The later of the In-Service Date of the Project Facilities; or (ii) June 1, 2021 ("Commencement Date")

Ending: Ten (10) years from 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 SERVICE COMPANY, LLC
P.O. Box 1400
Rapid City, SD 57709-1400
Attn: Gas Accounting

All Notices:

BLACK HILLS SERVICE COMPANY, LLC
2287 College Road
Council Bluffs, IA 51503
Attn: Contract Administrator

To Transporter:

See "Points of Contact" in the Tariff.

12. **Effect on Prior Agreement(s):** N/A.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") (hereinafter referred to as a "Rated Shipper"), then the Rated Shipper shall be deemed creditworthy by Transporter if: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 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 paragraph 15(a).

If at any time during the term of this Agreement, a Rated Shipper's S&P or Moody's rating falls below the levels described above, or a Rated Shipper becomes unrated or otherwise fails to satisfy the requirements of this paragraph 15(a), then for the time period that the Rated Shipper's ratings are below that level or a Rated Shipper is unrated or is otherwise unable to satisfy the requirements of this paragraph 15(a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in paragraph 15(b) below. If a Rated Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, the Rated Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this paragraph 15(a).

- (b) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph 15(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, reasonably acceptable to Transporter, and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph 15(a); or (ii) an irrevocable letter of credit from a bank reasonably acceptable to Transporter, and equal to the lesser of two (2) Years, or the period of time remaining in the term, 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) To the extent evidence of Shipper's creditworthiness is not publicly available, upon reasonable request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, 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 fifteen (15) Business Days of the change in ratings or conditions requiring the new demonstration of creditworthiness.


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.

Agreement No. 217671-TF1CIG

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.**

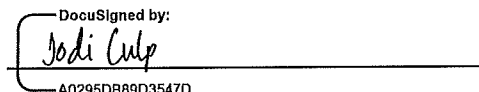

GREGORY W. RUBEN
VP BUSINESS DEVELOPMENT

Accepted and agreed to this

5th day of November, 2020.

SHIPPER:

BLACK HILLS SERVICE COMPANY, LLC


A0295DB89D3547D...
Jodi Culp
VP, Gas Supply & Transportation Svcs

Accepted and agreed to this

5th day of November, 2020.

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: October 26, 2020

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>
800212 WIC/CIG (DOV) DOVER METER STATION W	1,200	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 ELKHART DELIVERY METER	1,200	Transporter's Line Pressure at this Location	761

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: October 26, 2020

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (4)(1)</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 (1) (4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rates</i>	<i>Fuel Reimbursement (4)</i>	<i>Surcharges</i>
800212 DOVER	TBD ELKHART 892251 FINNEY STATION	(See ¶9)	(1a)	(1)	(1)	(2)	(3)
Any Receipt and Delivery Point combinations that do not pair a Primary or Secondary Receipt Point listed immediately above with a Primary or Secondary Delivery Point listed immediately above in this Exhibit B.		(See ¶9)	(1)	(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 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s) of \$9.0095 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum Rate Schedule TF-1 reservation rate and 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.

EXHIBIT B CONT'D

- (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 SERVICE COMPANY, LLC
(Shipper)

DATED: October 26, 2020

Transportation Service Agreement

Rate Schedule TF-1

Dated: October 26, 2020

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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.

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

- (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 required for the construction and operation of the additional facilities, in a form and substance satisfactory to Transporter, in its sole discretion.
 - (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 Elkhart delivery meter station ("Elkhart") to connect with the facilities of Black Hills Gas Distribution, LLC within Morton County, KS (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.
8. **Negotiated Rate:** Yes X No

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

MDQ (Dth/day)	Effective
1,200	See ¶10

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

Beginning: The later of the In-Service Date of the Project Facilities; or (ii) June 1, 2021 ("Commencement Date")

Ending: Ten (10) years from 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 SERVICE COMPANY, LLC
P.O. Box 1400
Rapid City, SD 57709-1400
Attn: Gas Accounting

All Notices:

BLACK HILLS SERVICE COMPANY, LLC
2287 College Road
Council Bluffs, IA 51503
Attn: Contract Administrator

To Transporter:

See "Points of Contact" in the Tariff.

12. **Effect on Prior Agreement(s):** N/A.

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") (hereinafter referred to as a "Rated Shipper"), then the Rated Shipper shall be deemed creditworthy by Transporter if: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 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 paragraph 15(a).

If at any time during the term of this Agreement, a Rated Shipper's S&P or Moody's rating falls below the levels described above, or a Rated Shipper becomes unrated or otherwise fails to satisfy the requirements of this paragraph 15(a), then for the time period that the Rated Shipper's ratings are below that level or a Rated Shipper is unrated or is otherwise unable to satisfy the requirements of this paragraph 15(a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in paragraph 15(b) below. If a Rated Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, the Rated Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this paragraph 15(a).

- (b) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph 15(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, reasonably acceptable to Transporter, and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph 15(a); or (ii) an irrevocable letter of credit from a bank reasonably acceptable to Transporter, and equal to the lesser of two (2) Years, or the period of time remaining in the term, 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) To the extent evidence of Shipper's creditworthiness is not publicly available, upon reasonable request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, 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 fifteen (15) Business Days of the change in ratings or conditions requiring the new demonstration of creditworthiness.

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:

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

Accepted and agreed to this

_____ day of _____, 2020.

SHIPPER:

BLACK HILLS SERVICE COMPANY, LLC

Accepted and agreed to this

_____ day of _____, 2020.

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: October 26, 2020

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>
800212 WIC/CIG (DOV) DOVER METER STATION W	1,200	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>
55010 ELKHART DELIVERY METER	1,200	Transporter's Line Pressure at this Location	761

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: October 26, 2020

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (4)(1)</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 (1) (4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rates</i>	<i>Fuel Reimbursement (4)</i>	<i>Surcharges</i>
800212 DOVER	55010 ELKHART 892251 FINNEY STATION	(See ¶9)	(1a)	(1)	(1)	(2)	(3)
Any Receipt and Delivery Point combinations that do not pair a Primary or Secondary Receipt Point listed immediately above with a Primary or Secondary Delivery Point listed immediately above in this Exhibit B.		(See ¶9)	(1)	(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 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s) of \$9.0095 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum Rate Schedule TF-1 reservation rate and 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.

EXHIBIT B CONT'D

- (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.

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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 #214677-TF1CIG
Black Hills Service Company LLC #215680-TF1CIG
Black Hills Service Company LLC #215686-TF1CIG
Black Hills Service Company LLC #215683-TF1CIG
Black Hills Service Company LLC #217671-TF1CIG
Colorado Springs Utilities #33247000
Colorado Springs Utilities #216641-TIHPCIG
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
~~Extraction Oil & Gas Inc. #215940-TF1CIG~~
~~Extraction Oil & Gas Inc. #215942-TF1CIG~~
~~Extraction Oil & Gas Inc. #215945-TFHPCIG~~
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
Rocky Mountain Midstream LLC #214627-TFHPCIG
Rocky Mountain Midstream LLC #216137-TF1CIG
Rocky Mountain Midstream LLC #216430-TF1CIG

NON-CONFORMING AGREEMENTS

List of Non-Conforming Agreements

Section 1	Concord Energy LLC #214093-TF1CIG
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Section 22	Colorado Springs Utilities #216641-TIHPCIG

~~Agreement No. 33615000 TF1CIG~~

~~FIRM TRANSPORTATION SERVICE AGREEMENT~~

~~RATE SCHEDULE TF-1~~

~~between~~

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

~~and~~

~~PIONEER NATURAL RESOURCES USA, INC.~~

~~DATED: March 17, 2016~~

~~Agreement No. 33615000 TF1CIG~~

~~TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE TF-1
DATED: March 17, 2016~~

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

- ~~1. **Transporter:** COLORADO INTERSTATE GAS COMPANY, L.L.C.~~
- ~~2. **Shipper:** PIONEER NATURAL RESOURCES USA, 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 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 firm 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 Agreement:** No~~

~~Agreement No. 33615000-TF1CIG~~

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

MDQ	Effective
(Dth/Day)	October 1, 2016 - November 30, 2020
100,000	

~~10. Term of Agreement:~~

~~Beginning: December 1, 2010.~~

~~Ending: November 30, 2020.~~

~~11. Right of First Refusal:~~

~~Raton Basin to Transporter's Bowie (BOW) Point of Delivery: Shipper shall have a contractual right of first refusal at the end of the initial term of this Agreement, and any extension thereof, to be applicable to Shipper's MDQ of 100,000 Dth per day from Transporter's Wet Canyon (WET), Maxwell (WET) and Picketwire (PKW) Points of Receipt to Transporter's Bowie (BOW) Point of Delivery in effect at that time and exercisable in accordance with the notice provisions included in the Tariff then in effect at Shipper's initial rate set forth in this Agreement.~~

~~Bowie (BOW) Receipt Point to Topaz Ridge (TPZ) Delivery Point: Subject to (i) Transporter's ability to exercise a right of first refusal, at terms reasonably acceptable to Transporter, on the WIC capacity from Bowie (BOW) to Threemile (TML), and (ii) Transporter using reasonable commercial efforts to cause WIC to exercise a right of first refusal, at terms reasonably acceptable to Transporter, on the Overthrust capacity from Threemile (TML) to Topaz Ridge (TPZ), Shipper shall have a contractual right of first refusal at the end of the initial term of this Agreement, and any extension thereof, to be applicable to Shipper's MDQ of 75,600 Dth per day from Bowie (BOW) to Topaz Ridge (TPZ), as in effect at that time and exercisable in accordance with the notice provisions included in the Tariff then in effect. At Shipper's request, Transporter will use its commercially reasonable efforts to extend the capacity held on WIC and Overthrust in conformity to Shipper's exercise of a right of first refusal hereunder, and at Shipper's request, Transporter shall exercise any right of first refusal it has pursuant to capacity held on behalf of Shipper hereunder on WIC consistent with Shipper's exercise of its ROFR hereunder.~~

~~12. Notices, Statements, and Bills:~~

~~To Shipper:~~

~~Invoices for Transportation:~~

~~Pioneer Natural Resources USA, Inc.
5205 N. O'Connor Blvd., Suite 200
Irving, TX 75039-3707
Attn: Darren Brown~~

~~Agreement No. 33615000-TF1CIG~~

~~All Notices:~~

~~Pioneer Natural Resources USA, Inc.
5205 N. O'Connor Blvd., Suite 200
Irving, TX 75039-3707
Attn: Darren Brown~~

~~To Transporter:~~

~~See Payments, Notices, Nominations and Points of Contact sheets in the Tariff.~~

- ~~13. Effect on prior Agreement: When this Agreement becomes effective, it shall supersede and cancel the following agreement between the Parties: The Firm Transportation Service Agreement between Transporter and Shipper dated July 1, 2011, referred to as Transporter's Contract No. 33615000B.~~
- ~~14. Adjustment to Rate Schedule TF-1 and/or General Terms and Conditions: N/A.~~
- ~~15. Incorporation by Reference: This Agreement in all respects shall be subject to the provisions of Rate Schedule TF-1 and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time (and as they may be amended pursuant to Section 14 of the Agreement).~~
- ~~16. Most Favored Nation Rights: Pursuant to this "Most Favored Nations" provision, Shipper's total rates for service (i) on the North Raton Lateral for Zone 1, (ii) on the North Raton Lateral for Zone 2, and/or (iii) from Transporter's Wet Canyon (WET), Maxwell (WET) and Picketwire (PKW) Points of Receipt to Topaz Ridge (TPZ), all as further described on Exhibit B, Note 1, shall not be greater than the lowest negotiated or discounted rate to which Transporter contractually commits with any other shipper for a term equal to or shorter than the term of Shipper's service agreement, excluding rates applicable to (a) short-term transactions (fewer than 12 consecutive months); and (b) seasonal transactions. For purposes of this provision the term "rates" shall include the Reservation Charge, the Commodity Charge and all reservation and commodity surcharges. Rates for services using capacity release, discounts granted to secondary points or rates resulting from the exercise of a ROFR will not trigger any rights or obligations under this Section 16. If the provisions of this Section 16 are triggered, the then-existing rate under this Agreement shall be reduced to the same level as such other negotiated or discounted rates, for the applicable term of the triggering rate in the service agreement with the other shipper. Shipper's Most Favored Nations rate protections shall commence on December 1, 2010, and expire at the end of the initial term of this Agreement (regardless whether Shipper exercises any term extension rates it may have).~~
- ~~17. Creditworthiness: Shipper shall maintain sufficient evidence of satisfaction of creditworthiness throughout the term of this Agreement, as follows:~~
- ~~(a) a demonstration that: (i) Shipper's senior unsecured debt securities are rated at least BBB- by Standard & Poor's Corporation ("S&P") or Baa3 by Moody's Investor Service ("Moody's") or Shipper's long-term issuer rating is at least A- by S&P or A3 by Moody's (in the event~~

~~Agreement No. 33615000-TF1CIG~~

~~Shipper is rated differently by multiple agencies, the lowest rating shall be used); and (ii) Shipper is not under review for possible~~

~~downgrade by S&P and/or Moody's; and (iii) a sum of 12 months of anticipated charges under this Agreement is less than 10% of Shipper's tangible net worth; or~~

~~(b) a demonstration that the sum of 60 months of anticipated charges is less than 10% of Shipper's tangible net worth, and a demonstration that the Shipper's credit and financial history and outlook are acceptable to Transporter. Such determination shall be based upon Transporter's evaluation of: (i) Shipper's financial statements and auditors notes, annual report to shareholders, and annual report to regulators; (ii) trend analysis of financial ratios; (iii) bank and trade references or other information obtained that is relevant to Shipper's current and future financial strength and its ability to pay its obligations in a timely manner; (iv) Shipper's payment history to Transporter for services provided to Shipper; (v) whether Shipper is subject to any proceedings under any laws pertaining to bankruptcy, insolvency, liquidation, or debt reduction procedures and (vi) whether Shipper is subject to any recently filed substantial litigation either against Shipper or affecting Shipper's business prospects.~~

~~(c) As an alternative Shipper may satisfy its creditworthiness obligation by providing and maintaining, at its option: (i) an irrevocable letter of credit acceptable to Transporter; or (ii) a deposit in advance; or (iii) an irrevocable, unconditional guarantee acceptable to Transporter issued by another person or entity which satisfies the creditworthiness standards set forth in this section. Such letter of credit, deposit, or guarantee shall be equal to one year of the anticipated charges.~~

~~IN WITNESS WHEREOF, the Parties have executed this Agreement.~~

~~TRANSPORTER: SHIPPER:
COLORADO INTERSTATE GAS COMPANY, L.L.C. PIONEER NATURAL RESOURCES USA, INC.~~

By _____ By _____
Will W. Brown
Vice President
(Print or type name)

(Print or type title)

Agreement No. 217671-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: October 26, 2020

Agreement No. 217671-TF1CIG

Transportation Service Agreement

Rate Schedule TF-1

Dated: October 26, 2020

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.

The Parties recognize that Transporter must construct additional facilities in order to provide Transportation Service for Shipper under this Agreement. Parties agree that on the in-service of the additional facilities (the "In-Service Date") the following provisions will no longer apply. Transporter's obligations under this Agreement are subject to the following conditions:

 - (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 required for the construction and operation of the additional facilities, in a form and substance satisfactory to Transporter, in its sole discretion.
 - (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 Elkhart delivery meter station ("Elkhart") to connect with the facilities of Black Hills Gas Distribution, LLC within Morton County, KS (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.
8. **Negotiated Rate:** Yes ☒ No ☐

Agreement No. 217671-TF1CIG

9. Maximum Delivery Quantity (MDQ):

<u>MDQ</u> <u>(Dth/day)</u>	<u>Effective</u>
<u>1,200</u>	<u>See ¶10</u>

10. Term of Firm Transportation Service:

Beginning: The later of the In-Service Date of the Project Facilities; or (ii) June 1, 2021 ("Commencement Date")

Ending: Ten (10) years from 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 SERVICE COMPANY, LLC
P.O. Box 1400
Rapid City, SD 57709-1400
Attn: Gas Accounting

All Notices:

BLACK HILLS SERVICE COMPANY, LLC
2287 College Road
Council Bluffs, IA 51503
Attn: Contract Administrator

To Transporter:

See "Points of Contact" in the Tariff.

12. Effect on Prior Agreement(s): N/A.

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") (hereinafter referred to as a "Rated Shipper"), then the Rated Shipper shall be deemed creditworthy by Transporter if: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 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 paragraph 15(a).

Agreement No. 217671-TF1CIG

If at any time during the term of this Agreement, a Rated Shipper's S&P or Moody's rating falls below the levels described above, or a Rated Shipper becomes unrated or otherwise fails to satisfy the requirements of this paragraph 15(a), then for the time period that the Rated Shipper's ratings are below that level or a Rated Shipper is unrated or is otherwise unable to satisfy the requirements of this paragraph 15(a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in paragraph 15(b) below. If a Rated Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, the Rated Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this paragraph 15(a).

- (b) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph 15(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, reasonably acceptable to Transporter, and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph 15(a); or (ii) an irrevocable letter of credit from a bank reasonably acceptable to Transporter, and equal to the lesser of two (2) Years, or the period of time remaining in the term, 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) To the extent evidence of Shipper's creditworthiness is not publicly available, upon reasonable request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, 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 fifteen (15) Business Days of the change in ratings or conditions requiring the new demonstration of creditworthiness.

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

4

Accepted and agreed to this

Accepted and agreed to this

6

7 8

day of , 2020.

day of , 2020

~~Agreement No. 33615000 TF1CIG~~

~~EXHIBIT "A"~~

~~TO~~

~~TRANSPORTATION SERVICE AGREEMENT
 RATE SCHEDULE TF-1
 Between~~

~~COLORADO INTERSTATE GAS COMPANY, L.L.C. (Transporter)~~

~~and~~

~~PIONEER NATURAL RESOURCES USA, INC. (Shipper)~~

~~DATED: March 17, 2016~~

~~Shipper's Maximum Delivery Quantity ("MDQ"): See Section 9 of the Agreement.~~

Primary Point(s) of Receipt (Note 1)	Effective Dates	Primary Point(s) of Receipt Quantity (Dth per Day) (Note 2)	Minimum Receipt Pressure p.s.i.g.	Maximum Receipt Pressure p.s.i.g.
800771 PNR USA/CIG (WET) Wet Canyon Aggregate				
Wet Canyon (WET)	See \$9	40,000	Sufficient pressure to enter Transporter's Facilities	1,308
Maxwell (WET)	See \$9	25,000	Sufficient pressure to enter Transporter's Facilities	1,308
800771 PNR USA/CIG (WET) TOTAL Wet Canyon Aggregate (WET)		65,000		
800564 PNR USA/CIG (PKW) Picketwire	See \$9	35,000	Sufficient pressure to enter Transporter's Facilities	1,308
Primary Point(s) of Delivery (Note 1)	Effective Dates	Primary Point(s) of Delivery Quantity (Dth per Day) (Note 3)	Minimum Delivery Pressure p.s.i.g.	Maximum Delivery Pressure p.s.i.g.
800104 WIC/CIG (BOW) Bowie	See \$9	24,400	920	1440
941002 OTPL/RUBY (TPZ) Topaz Ridge	See \$9	75,600	Overthrust's Line Pressure	MAOP of Overthrust's Facilities

~~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.~~

Agreement No. 217671-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: October 26, 2020

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>
<u>800212 WIC/CIG (DOV) DOVER METER</u>	<u>1,200</u>	<u>Sufficient Pressure to Enter</u>	<u>1000</u>
<u>STATION W</u>		<u>Transporter's Facilities</u>	
<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>55010 ELKHART DELIVERY METER</u>	<u>1,200</u>	<u>Transporter's Line Pressure at this Location</u>	<u>761</u>

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. 33615000 TF1CIG~~

~~EXHIBIT "B"~~

~~to~~

~~TRANSPORTATION SERVICE AGREEMENT
 RATE SCHEDULE TF-1~~

~~between~~

~~COLORADO INTERSTATE GAS COMPANY, L.L.C. (Transporter)~~

~~and~~

~~PIONEER NATURAL RESOURCES USA, INC. (Shipper)~~

~~DATED: March 17, 2016~~

Primary Point(s) Of Receipt	Primary Point(s) Of Delivery	R₁ Reservation Rate	Commodity Rate	Term of Rate	Fuel Reimbursement	Surcharges
Wet Canyon (WET), Maxwell (WET) & Picketwire (PKW)	Bowie (BOW)	(Note 1)	Recourse Rate	See \$9	(Note 5)	(Note 6)

Wet Canyon (WET), Maxwell (WET) & Picketwire (PKW)	Topaz Ridge (TPZ)	(Note 1) (Note 2)	Recourse Rate	See \$9	(Note 2) (Note 5)	(Note 2) (Note 6)
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Secondary Point(s) Of Receipt	Secondary Point(s) Of Delivery	R₁ Reservation Rate	Commodity Rate	Term Of Rate	Fuel Reimbursement	Surcharges
All Picketwire Lateral Points of Receipt & all Points of Receipt on Transporter's Lines 5-c and 212	Arrowhead (AHD) Baker (BKP) Beaver (BEA) Bowie (BOW) Dover (DOV) Dumas (DUM) Forgan (FOR) Lodgepole (LPM) Ponderosa (PON) Red Cloud (RCD) Tomahawk (TOM) (Note 3)	(Note 1)	Recourse Rate	\$10	(Note 5)	(Note 6)

All

All

~~(Note 2)~~
~~(Note 4)~~

Recourse
Rate

~~§10~~

~~(Note 2)~~
~~(Note 5)~~

~~(Note 2)~~
~~(Note 6)~~

~~Agreement No. 33615000-TF1CIG~~

~~EXHIBIT "B"~~

~~(Cont.)~~

~~NOTES: (1) The rates for service hereunder shall include the following: (i) for service on the North Raton Lateral for Zone 1, Shipper's reservation rate shall be the lesser of the maximum recourse rate or \$12.7350, but not less than the minimum rate for service as described under Transporter's Rate Schedule TF 1, North Raton Lateral Incremental Rates, Zone 1; (ii) for service on the North Raton Lateral for Zone 2, Shipper's reservation rate shall be the lesser of the maximum recourse rate or \$2.9169, but not less than the minimum rate for service as described under Transporter's Rate Schedule TF 1, North Raton Lateral Incremental Rates, Zone 2; (iii) for service from North Raton Lateral, Zone 2, to Transporter's Arrowhead (AHD), Bowie (BOW), Dover (DOV), Lodgepole (LPM), Ponderosa (PON), Red Cloud (RCD) and Tomahawk (TOM) Points of Delivery, Shipper's reservation rate shall be \$2.22, subject to the maximum and minimum rates for service as described under Transporter's Rate Schedule TF-1 Reservation Rate; and (iv) for service from North Raton Lateral, Zone 2, to Transporter's Baker PEPL (BKP), Beaver (BEA), Dumas (DUM), Forgan (FOR), Points of Delivery, Shipper's reservation rate shall be \$3.74, subject to the maximum and minimum rates for service as described under Transporter's Rate Schedule TF-1 Reservation Rate.~~

~~(2) In accordance with Section 4.3(b) of the Tariff, Shipper shall pay Transporter, in addition to any applicable rates and charges assessed pursuant to this Agreement and the Tariff, the rates and charges Transporter is obligated to pay third parties for off-system capacity including (i) Wyoming Interstate Company, L.L.C. (WIC) capacity from Bowie (BOW) to Threemile (TML) (not to exceed WIC's maximum recourse rates and charges) and (ii) WIC capacity on Overthrust from Threemile (TML) to Topaz Ridge (TPZ), as applicable, (not to exceed Overthrust's maximum recourse rates and charges). Such rates and charges may include, but are not limited to, daily reservation and commodity charges and applicable surcharges, fuel and power charges or retention, compression fees, balancing or storage fees, measurement fees, processing fees and/or facility charges that are assessed by the third party. Such charges shall be set forth as separate items on the monthly invoices rendered to Shipper.~~

~~(3) The Bowie (BOW) Point of Delivery is a Secondary Point of Delivery only to the extent that deliveries at that point exceed the Primary Point of Delivery Quantity of 24,400 Dth per Day as specified in Exhibit A.~~

~~(4) Unless otherwise agreed by the Parties in writing, the rates for service hereunder 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.~~

~~(5) 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.~~

~~Agreement No. 33615000 TF1CIG~~

EXHIBIT "B"
(Cont.)

~~(6) Surcharges, If Applicable:
All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in of 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 Tariff.~~

~~ACA:
The ACA Surcharge shall be assessed pursuant to Section 17.2 of the Tariff.~~

Agreement No. 217671-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: October 26, 2020

<u>Primary Point(s) of Receipt</u>	<u>Primary Point(s) of Delivery</u>	<u>Effective Dates</u>	<u>Reservation Rate (4)(1)</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>(1a)</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 (1) (4)</u>	<u>Commodity Rate (4)</u>	<u>Authorized Overrun Rates</u>	<u>Fuel Reimbursement (4)</u>	<u>Surcharges</u>
<u>800212 DOVER</u>	<u>55010 ELKHART 892251 FINNEY STATION</u>	<u>(See ¶19)</u>	<u>(1a)</u>	<u>(1)</u>	<u>(1)</u>	<u>(2)</u>	<u>(3)</u>
<u>Any Receipt and Delivery Point combinations that do not pair a Primary or Secondary Receipt Point listed immediately above with a Primary or Secondary Delivery Point listed immediately above in this Exhibit B.</u>		<u>(See ¶19)</u>	<u>(1)</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.
- (1a) As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s) of \$9.0095 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum Rate Schedule TF-1 reservation rate and 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.

Agreement No. 217671-TF1CIG

EXHIBIT B (Continued)

(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.

Reserved

~~Agreement No. 215940-TF1CIG~~

~~FIRM TRANSPORTATION SERVICE AGREEMENT~~

~~RATE SCHEDULE TF-1~~

~~between~~

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

~~and~~

~~EXTRACTION OIL & GAS INC.~~

~~-(Shipper)~~

~~DATED: July 31, 2019~~

~~Agreement No. 215940-TF1CIG
Transportation Service Agreement
Rate Schedule TF-4
Dated: July 31, 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:** EXTRACTION OIL & GAS INC.~~

~~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 by Transporter of all necessary regulatory approvals, permits and other authorizations for the additional facilities in form and substance satisfactory to Transporter in its sole discretion.~~
- ~~(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 receipt meter station to connect Transporter's Line No. 5C north of a proposed new interconnection with Transporter's High Plains Lateral at milepost 29 in Weld County, Colorado (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.~~

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

~~Agreement No. 215940-TF1CIG~~

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

MDQ (Dth/day)	Effective
83,000	See ¶10

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

~~Beginning: The later of the in-service date of the Project Facilities or October 1, 2019 (the "Commencement Date").~~

~~Ending: Fifty-Nine (59) Months 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:**~~

~~EXTRACTION OIL & GAS INC.
370 17th St. STE 5300
Denver, CO 80202
Attn: Accounts Payable~~

~~**All Notices:**~~

~~EXTRACTION OIL & GAS INC.
370 17th St. STE 5300
Denver, CO 80202
Attn: Contract Administration~~

~~**To Transporter:**~~

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

~~**Effect on Prior Agreement(s):** N/A.~~

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

~~**Creditworthiness.** Shipper shall demonstrate and maintain creditworthiness equal to one (1) year of anticipated charges for the transportation capacity throughout the term of this Agreement. Transporter will assess the creditworthiness of Shipper in the manner described in Section 4.14 of the General Terms and Conditions of the Tariff.~~

~~Agreement No. 215940-TF1CIG~~

~~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, EXTRACTION OIL & GAS INC.**
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.~~

Reserved

Agreement No. 215940-TF1CIG

EXHIBIT A

to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-1
between

COLORADO INTERSTATE GAS COMPANY, L.L.C.
and
EXTRACTION OIL & GAS INC.
(Shipper)

DATED: July 31, 2019

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>
53893 HIGH FIVE	83,000	Sufficient Pressure To Enter	1440
		Transporter's Facilities	

<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>
54079 DUCK CREEK	83,000	Transporter's Line Pressure	MAOP of Transporter's
		at this Location	Facilities at this Point

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.

Reserved

Agreement No. 215940-TF1CIG

EXHIBIT B

to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-1
between

COLORADO INTERSTATE GAS COMPANY, L.L.C.
and
EXTRACTION OIL & GAS INC.
(Shipper)

DATED: July 31, 2019

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (1)(4)</i>	<i>Commodity Rate (1)(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)	(1b)	(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 (1)(4)</i>	<i>Commodity Rate (1)(4)</i>	<i>Fuel Reimbursement (4)</i>	<i>Surcharges</i>
53893-HIGH-FIVE 800490-NEFF LAKE 800272-GILCREST 49945-BOURN 801159-HAMBERT 800421-MEWBOURN 291761-PLATTE VALLEY 49051-PRAIRIE WOLF 49655-PRAIRIE DOG TBD-Future Receipt Points on Transporter's Line No. 5C that become available within one year from the Commencement Date as stated in paragraph 40	800104-BOWIE 900212-DOVER 896002-DULLKNIFE 800245-FLYING HAWK 896018-LITTLE WOLF 896026-OWL CREEK 896021-ROCKPORT 896084-SITTING BULL 800716-THUNDER CHIEF 54079-DUCK CREEK 291661-TOMAHAWK	(See ¶10)	(1a)	(1b)	(2)	(3)

Agreement No. 215940-TF1CIG

EXHIBIT B

to
~~FIRM TRANSPORTATION SERVICE AGREEMENT~~
~~RATE SCHEDULE TF-1~~
between

~~COLORADO INTERSTATE GAS COMPANY, L.L.C.~~
and
~~EXTRACTION OIL & GAS INC.~~
(Shipper)

~~DATED: July 31, 2019~~

<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 (1)(4)</i>	<i>Commodity Rate (1)(4)</i>	<i>Authorized Overrun Rates</i>	<i>Fuel Reimbursement (4)</i>
50575-PIERCE	800104-BOWIE	The in service date of 50575 PIERCE through the end date of this Agreement as specified in 10	(1a)	(1b)	(2)	(3)
	900212-DOVER					
	896002-DULLKNIFE					
	800245-FLYING HAWK					
	896018-LITTLE WOLF					
	896026-OWL CREEK					
	896021-ROCKPORT					
	896084-SITTING BULL					
	800716-THUNDER					
	CHIEF					
800642-ROGGEN WELD	54079-DUCK CREEK	(See ¶10)	(1c)	(1b)	(2)	(3)
	291661-TOMAHAWK					
	800104-BOWIE					
	900212-DOVER					
	896002-DULLKNIFE					
	800245-FLYING HAWK					
	896018-LITTLE WOLF					
	896026-OWL CREEK					
	896021-ROCKPORT					
	896084-SITTING BULL					
All	800716-THUNDER	(See ¶10)	(1)	(1)	(2)	(3)
	CHIEF					
	54079-DUCK CREEK					
	291661-TOMAHAWK					
	800104-BOWIE					
	900212-DOVER					
	896002-DULLKNIFE					
	800245-FLYING HAWK					
	896018-LITTLE WOLF					
	896026-OWL CREEK					

Agreement No. 215940-TF1CIG

EXHIBIT B

to
~~FIRM TRANSPORTATION SERVICE AGREEMENT~~
~~RATE SCHEDULE TF-1~~
between

~~COLORADO INTERSTATE GAS COMPANY, L.L.C.~~
and
~~EXTRACTION OIL & GAS INC.~~
(Shipper)

~~DATED: July 31, 2019~~

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 the following negotiated rate(s) \$3.3458 per Dth per month which shall be payable regardless of quantities transported.~~

~~(1b) As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following negotiated commodity rate(s) \$0.0000.~~

~~(1c) 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) \$0.0300 per Dth per day in addition to the monthly Reservation Rate set forth in Footnote (1a) to be charged only on quantities of gas actually delivered by Transporter to Shipper at these points. 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.~~

Reserved

~~Agreement No. 215942-TF1CIG~~

~~FIRM TRANSPORTATION SERVICE AGREEMENT~~

~~RATE SCHEDULE TF-1~~

~~between~~

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

~~and~~

~~EXTRACTION OIL & GAS INC.~~
~~-(Shipper)~~

~~DATED: May 21, 2019~~

Agreement No. 215942-TF1CIG

Transportation Service Agreement

Rate Schedule TF-1

Dated: May 21, 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: EXTRACTION OIL & GAS INC.~~

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 by Transporter of all necessary regulatory approvals, permits and other authorizations for the additional facilities in form and substance satisfactory to Transporter in its sole discretion.~~
- ~~(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 and installation of (A) a new receipt meter station to connect Transporter's Line No. 5C north of a proposed new interconnection with Transporter's High Plains Lateral at milepost 29 in Weld County, Colorado, and (B) a new twenty-four-inch (24") mainline valve with a backpressure assembly, and appurtenant facilities, on Transporter's Line No. 5C at milepost 29 in Weld County, Colorado (collectively, the "Project Facilities").~~
- ~~(iv) Construction and installation of three new cooler bays including new suction/discharge headers, and other appurtenant facilities, on Transporter's Ft. Lupton Compressor Station ("Ft. Lupton Modifications").~~

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.~~

Agreement No. 215942-TF1CIG

8. ~~8. Negotiated Rate:~~ Yes X No

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

MDQ (Dth/day)	Effective
42,000	See ¶10

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

~~Beginning: The later of October 1, 2019 or the in-service date of the Project Facilities (the "Commencement Date"); provided, however, that if the Ft. Lupton Modifications are not installed and operational by June 30, 2020, then Transporter may terminate this Agreement upon thirty (30) days' notice to Shipper.~~

~~Ending: Five (5) 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. ~~11. Notices, Statements, and Bills:~~

~~To Shipper:~~

~~Invoices:~~

~~EXTRACTION OIL & GAS INC.~~

~~370 17th St. STE 5300~~

~~Denver, CO 80202~~

~~Attn: Accounts Payable~~

~~All Notices:~~

~~EXTRACTION OIL & GAS INC.~~

~~370 17th St. STE 5300~~

~~Denver, CO 80202~~

~~Attn: Contract Administration~~

~~To Transporter:~~

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

~~Effect on Prior Agreement(s): N/A.~~

~~Municipality Limited Liability: N/A.~~

~~**Creditworthiness.** Shipper shall demonstrate and maintain creditworthiness equal to two (2) years of anticipated charges for the transportation capacity throughout the term of this Agreement. Transporter will assess the creditworthiness of Shipper in the manner described in Section 4.14 of the General Terms and Conditions of the Tariff.~~

Agreement No. 215942-TF1CIG

~~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, EXTRACTION OIL & GAS INC.**
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.~~

Reserved

Agreement No. 215942-TF1CIG

EXHIBIT A

to
~~FIRM TRANSPORTATION SERVICE AGREEMENT~~
~~RATE SCHEDULE TF-1~~
between

~~COLORADO INTERSTATE GAS COMPANY, L.L.C.~~
and
~~EXTRACTION OIL & GAS INC.~~
(Shipper)

~~DATED: May 21, 2019~~

~~Shipper's Maximum Delivery Quantity (MDQ): (See ¶19)~~
~~Effective Dates: (See ¶10)~~

Primary Point(s) of Receipt (1)	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)
53893 HIGH FIVE	42,000	Sufficient Pressure To Enter	1440
Transporter's Facilities			
Primary Point(s) of Delivery (1)	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)
54079 DUCK CREEK	42,000	Transporter's Line Pressure at this Location	MAOP of Transporter's Facilities at this Point

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.

Reserved

Agreement No. 215942-TF1CIG

EXHIBIT B

to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-1
between
COLORADO INTERSTATE GAS COMPANY, L.L.C.
and
EXTRACTION OIL & GAS INC.
(Shipper)

DATED: May 21, 2019

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (1)(4)</i>	<i>Commodity Rate (1)(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)	(1b)	(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 (1)(4)</i>	<i>Commodity Rate (1)(4)</i>	<i>Fuel Reimbursement (4)</i>	<i>Surcharges</i>
53893 HIGH FIVE 800490 NEFF LAKE 800272 GILCREST 49945 BOURN 801159 HAMBERT 800421 MEWBOURN 291761 PLATTE VALLEY 49051 PRAIRIE WOLF 49655 PRAIRIE DOG TBD Future Receipt Points on Transporter's Line No. 5C that become available within one year from the Commencement Date as stated in paragraph 10	800104 BOWIE 900212 DOVER 896002 DULLKNIFE 800245 FLYING HAWK 896018 LITTLE WOLF 896026 OWL CREEK 896021 ROCKPORT 896084 SITTING BULL 800716 THUNDER CHIEF 54079 DUCK CREEK 291661 TOMAHAWK	(See ¶10)	(1a)	(1b)	(2)	(3)

50575 PIERCE	800104 BOWIE 900212 DOVER 896002 DULLKNIFE 800245 FLYING HAWK 896018 LITTLE WOLF 896026 OWL CREEK 896021 ROCKPORT 896084 SITTING BULL 800716 THUNDER CHIEF 54079 DUCK CREEK 291661 TOMAHAWK	The in service date of 50575 PIERCE through the end date of this Agreement as specified in ¶10	(1a)	(1b)	(2)	(3)
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~~Agreement No. 215942-TF1CIG~~
EXHIBIT B
to
~~FIRM TRANSPORTATION SERVICE AGREEMENT~~
~~RATE SCHEDULE TF-1~~
between
COLORADO INTERSTATE GAS COMPANY, L.L.C.
and
EXTRACTION OIL & GAS INC.
(Shipper)

~~DATED: May 21, 2019~~

Primary and Secondary Point(s) of Receipt	Primary and Secondary Point(s) of Delivery	Effective Dates	Reservation Rate (1)(4)	Commodity Rate (1)(4)	Fuel Reimburse- ment (4)	Surcharges
	800104 BOWIE 900212 DOVER 896002 DULLKNIFE 800245 FLYING HAWK 896018 LITTLE WOLF 800642 ROGGEN WELD 896026 OWL CREEK 896021 ROCKPORT 896084 SITTING BULL 800716 THUNDER CHIEF 54079 DUCK CREEK 291661 TOMAHAWK	(See ¶10)	(1c)	(1b)	(2)	(3)
All	All	(See ¶10)	(1)	(1)	(2)	(3)

Notes:

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 the following negotiated rate(s) \$3.5588 per Dth per month which shall be payable regardless of quantities transported.

(1b) — As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following negotiated commodity rate(s) \$0.0000.

(1c) — 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) \$0.0300 per Dth per day in addition to the monthly Reservation Rate set forth in Footnote (1a) to be charged only on quantities of gas actually delivered by Transporter to Shipper at these points. 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.

~~Agreement No. 215942-TF1CIG~~

~~EXHIBIT B~~

~~to~~

~~FIRM TRANSPORTATION SERVICE AGREEMENT~~

~~RATE SCHEDULE TF-1~~

~~between~~

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

~~and~~

~~EXTRACTION OIL & GAS INC.~~

~~(Shipper)~~

~~DATED: May 21, 2019~~

~~(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.~~

Reserved

~~Agreement No. 215945-TFHPGIG~~

~~FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-HP~~

~~between~~

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

~~and~~

~~EXTRACTION OIL & GAS INC.
(Shipper)~~

~~DATED: May 22, 2019~~

~~Agreement No. 215945-TFHPCIG~~

~~Transportation Service Agreement~~

~~Rate Schedule TF-HP~~

~~Dated: May 22, 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: EXTRACTION OIL & GAS INC.~~

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 by Transporter of all necessary regulatory approvals, permits and other authorizations for the additional facilities in form and substance satisfactory to Transporter in its sole discretion.
- (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 and installation of (A) a new receipt meter station to connect Transporter's Line No. 5C north of a proposed new interconnection with Transporter's High Plains Lateral at milepost 29 in Weld County, Colorado, and (B) a new twenty-four-inch (24") mainline valve with a backpressure assembly, and appurtenant facilities, on Transporter's Line No. 5C at milepost 29 in Weld County, Colorado (collectively, the "Project Facilities").
- (iv) Construction and installation of new metering equipment at Transporter's High Five meter station, including two twelve-inch (12) ultrasonic meter, station piping, flow control valve assemblies, and appurtenant facilities ("High Five Meter Station Expansion 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.

~~Agreement No. 215945-TFHPCIG~~

~~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 X No~~

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

MDQ (Dth/day)	Effective
125,000	See ¶10

~~10. **Term of High Plains Firm Transportation Service:**~~

~~Beginning: The later of the of October 1, 2019 or the in-service date of the Project Facilities (the "Commencement Date"); provided, however, that if the High Five Meter Station Expansion Facilities are not installed and operational by June 30, 2020, then Transporter may terminate this Agreement upon thirty (30) days' notice to Shipper.~~

~~Ending: Five (5) 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:**~~

~~_____ EXTRACTION OIL & GAS INC.~~

~~_____ 370 17th St. STE 5300~~

~~_____ Denver, CO 80202~~

~~_____ Attn: Accounts Payable~~

~~**All Notices:**~~

~~_____ EXTRACTION OIL & GAS INC.~~

~~_____ 370 17th St. STE 5300~~

~~_____ Denver, CO 80202~~

~~_____ Attn: Contract Administration~~

~~**To Transporter:**~~

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

~~**Effect on Prior Agreement(s):** N/A.~~

Agreement No. 215945-TFHPCIG

~~**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.~~

~~**Creditworthiness.** Shipper shall demonstrate and maintain creditworthiness equal to one (1) year of anticipated charges for the transportation capacity throughout the term of this Agreement. Transporter will assess the creditworthiness of Shipper in the manner described in Section 4.14 of the General Terms and Conditions of the Tariff.~~

~~**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, EXTRACTION OIL & GAS INC.
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.

Reserved

Agreement No. 215945-TFHPCIG

EXHIBIT A
to
TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-HP
between
COLORADO INTERSTATE GAS COMPANY, L.L.C.
and
EXTRACTION OIL & GAS INC.
(Shipper)

DATED: May 22, 2019

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>
— 54092 Davis Lake	— 125,000	Sufficient Pressure to Enter Transporter's Facilities	1440

<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>
— 53893 HIGH FIVE	— 125,000	Transporter's Line Pressure at this Location	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.

Reserved

Agreement No. 215945-TFHPCIG

EXHIBIT B

to
TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-HP
between
COLORADO INTERSTATE GAS COMPANY, L.L.C.
and
EXTRACTION OIL & GAS INC.
(Shipper)

DATED: May 22, 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 Rate</i>	<i>Fuel Reimbursement (4)</i>	<i>Surcharges</i>
As listed on Exhibit A	As listed on Exhibit A	(See ¶10)	(1a)	(1b)	(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>Reservatio n Rate (4)</i>	<i>Commodity Rate (4)</i>	<i>Reimbursemen t (4)</i>	<i>Surcharges</i>
54092 Davis Lake 800360 (LAN) Lancaster 800364 (LAS) LaSalle 47999 Lucerne	53893 HIGH FIVE 800245 (FLY) Flying Hawk Weld	(See ¶10)	(1a)	(1b)	(2)	(3)
50608 Prairie Hound	53893 HIGH FIVE 800245 (FLY) Flying Hawk Weld	(See ¶10)	(1c)	(1b)	(2)	(3)

All	All	(See ¶10)	(1)	(1)	(2)	(3)
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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-HP or other superseding Rate Schedules, as such rates may be changed from time to time. Reservation rates shall be payable regardless of quantities transported. All entitlement or quantities scheduled by Transporter on the CIG mainline or North Raton Lateral facilities shall be subject, as applicable, to the appropriate mainline and/or the North Raton Lateral incremental reservation and commodity rates.

(1a) — As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s) \$1.2167 per Dth per month which shall be payable regardless of quantities transported.

(1b) — As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following negotiated commodity rate(s) \$0.0000.

(1c) — 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) \$0.0275 per Dth per day in addition to the monthly Reservation Rate set forth in Footnote (1a) to be charged only on quantities of gas actually delivered by Transporter to Shipper at these points. 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

Agreement No. 215945-TFHPCIG

EXHIBIT B

to
~~TRANSPORTATION SERVICE AGREEMENT~~
~~RATE SCHEDULE TF-HP~~
between
~~COLORADO INTERSTATE GAS COMPANY, L.L.C.~~
and
~~EXTRACTION OIL & GAS INC.~~
(Shipper)

~~DATED: May 22, 2019~~

~~(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.~~

~~High Plains 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 as set forth in 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 as set forth in 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 pursuant to Section 4.3 of the General Terms and Conditions of the Tariff. If incrementally priced facilities are used on a secondary basis the charge for service should also include the incremental rate.~~

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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 #214677-TF1CIG
Black Hills Service Company LLC #215680-TF1CIG
Black Hills Service Company LLC #215686-TF1CIG
Black Hills Service Company LLC #215683-TF1CIG
Black Hills Service Company LLC #217671-TF1CIG
Colorado Springs Utilities #33247000
Colorado Springs Utilities #216641-TIHPCIG
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
Public Service Company of Colorado NNT-1 Agreement #31050000-NNT1CIG
Rocky Mountain Midstream LLC #214627-TFHPCIG
Rocky Mountain Midstream LLC #216137-TF1CIG
Rocky Mountain Midstream LLC #216430-TF1CIG

NON-CONFORMING AGREEMENTS

List of Non-Conforming Agreements

Section 1	Concord Energy LLC #214093-TF1CIG
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Section 18	Rocky Mountain Midstream LLC #216137-TF1CIG
Section 19	Reserved
Section 20	Reserved
Section 21	Reserved
Section 22	Colorado Springs Utilities #216641-TIHPCIG

FIRM TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE TF-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

BLACK HILLS SERVICE COMPANY, LLC
(Shipper)

DATED: October 26, 2020

Transportation Service Agreement

Rate Schedule TF-1

Dated: October 26, 2020

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.

The Parties recognize that Transporter must construct additional facilities in order to provide Transportation Service for Shipper under this Agreement. Parties agree that on the in-service of the additional facilities (the "In-Service Date") the following provisions will no longer apply. Transporter's obligations under this Agreement are subject to the following conditions:

- (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 required for the construction and operation of the additional facilities, in a form and substance satisfactory to Transporter, in its sole discretion.
 - (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 Elkhart delivery meter station ("Elkhart") to connect with the facilities of Black Hills Gas Distribution, LLC within Morton County, KS (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.
8. **Negotiated Rate:** Yes X No

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

MDQ (Dth/day)	Effective
1,200	See ¶10

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

Beginning: The later of the In-Service Date of the Project Facilities; or (ii) June 1, 2021 ("Commencement Date")

Ending: Ten (10) years from 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 SERVICE COMPANY, LLC
P.O. Box 1400
Rapid City, SD 57709-1400
Attn: Gas Accounting

All Notices:

BLACK HILLS SERVICE COMPANY, LLC
2287 College Road
Council Bluffs, IA 51503
Attn: Contract Administrator

To Transporter:

See "Points of Contact" in the Tariff.

12. **Effect on Prior Agreement(s):** N/A.

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") (hereinafter referred to as a "Rated Shipper"), then the Rated Shipper shall be deemed creditworthy by Transporter if: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 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 paragraph 15(a).

Agreement No. 217671-TF1CIG

If at any time during the term of this Agreement, a Rated Shipper's S&P or Moody's rating falls below the levels described above, or a Rated Shipper becomes unrated or otherwise fails to satisfy the requirements of this paragraph 15(a), then for the time period that the Rated Shipper's ratings are below that level or a Rated Shipper is unrated or is otherwise unable to satisfy the requirements of this paragraph 15(a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in paragraph 15(b) below. If a Rated Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, the Rated Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this paragraph 15(a).

- (b) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph 15(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, reasonably acceptable to Transporter, and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph 15(a); or (ii) an irrevocable letter of credit from a bank reasonably acceptable to Transporter, and equal to the lesser of two (2) Years, or the period of time remaining in the term, 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) To the extent evidence of Shipper's creditworthiness is not publicly available, upon reasonable request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, 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 fifteen (15) Business Days of the change in ratings or conditions requiring the new demonstration of creditworthiness.
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 _____, 2020.

_____ day of _____, 2020

Agreement No. 217671-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: October 26, 2020

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>
800212 WIC/CIG (DOV) DOVER METER STATION W	1,200	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>
55010 ELKHART DELIVERY METER	1,200	Transporter's Line Pressure at this Location	761

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. 217671-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: October 26, 2020

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (4)(1)</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 (1) (4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rates</i>	<i>Fuel Reimbursement (4)</i>	<i>Surcharges</i>
800212 DOVER	55010 ELKHART 892251 FINNEY STATION	(See ¶9)	(1a)	(1)	(1)	(2)	(3)
Any Receipt and Delivery Point combinations that do not pair a Primary or Secondary Receipt Point listed immediately above with a Primary or Secondary Delivery Point listed immediately above in this Exhibit B.		(See ¶9)	(1)	(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 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s) of \$9.0095 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum Rate Schedule TF-1 reservation rate and 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.

EXHIBIT B (Continued)

(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.

Reserved

Reserved

Reserved

Reserved

Reserved

Reserved

Reserved

Reserved

Reserved