



April 29, 2026

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

Attention: Ms. Debbie-Anne A. Reese, Secretary

Re: Non-Conforming Agreement Update;  
Wyoming Interstate Company, L.L.C.;  
Docket No. RP26-

Commissioners:

Wyoming Interstate Company, L.L.C. ("WIC") hereby tenders for filing and acceptance by the Federal Energy Regulatory Commission ("Commission") the tariff records listed below for inclusion in Part VII of WIC's FERC Gas Tariff, Third Revised Volume No. 2 ("Tariff").

Section 15.0	Black Hills Service Company #213585-FDBSWIC	Version 3.0.0
Section 15.1	BHSC #213585-FDBSWIC Exh A	Version 3.0.0
Section 15.2	BHSC #213585-FDBSWIC Exh B	Version 3.0.0

Proposed with an effective date of June 1, 2026, these tariff records update WIC's Tariff to reflect an amendment to an existing Rate Schedule Firm Daily Balancing Service ("FDBS") agreement executed between WIC and Black Hills Service Company, LLC ("Black Hills").

## **Background**

On December 5, 2017, WIC proposed to incorporate an agreement executed with Cheyenne Light, Fuel and Power Company ("CFLP") (i.e., Agreement No. 213585-FDBSWIC) into its Tariff. This agreement included a negotiated rate as well as certain non-conforming provisions that deviated from the Form of Service Agreement applicable to Rate Schedule FDBS ("Pro Forma") as shown in WIC's Tariff. The Commission issued an order accepting WIC's filing on December 28, 2017 ("December Order").<sup>1</sup>

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<sup>1</sup> *Wyoming Interstate Co.*, Docket No. RP18-235-000 (Dec. 28, 2017) (unpublished letter order).

On May 31, 2019, WIC filed an amendment to the CLFP agreement to reflect the inclusion of additional capacity, modification to or additions of certain non-conforming provisions and negotiated rates applicable to specified time periods. The Commission accepted WIC's filing on June 25, 2019 ("June Order").<sup>2</sup> Subsequent to the June Order, the CLFP agreement was assigned to Black Hills and, accordingly, the transfer was reflected in the Tariff.<sup>3</sup>

### **Reason for Filing**

Recently, WIC and Black Hills agreed to amend Agreement No. 213585-FDBSWIC to include additional capacity, extend the term of service, remove certain non-conforming provisions and modify the applicable fixed negotiated rate ("Amendment"). Therefore, pursuant to Section 154.112(b) of the Commission's regulations and the Commission's policy statement regarding negotiated rates,<sup>4</sup> WIC is submitting the Black Hills Amendment for the Commission's review and acceptance.

### **Description of Amendment**

With the Amendment, WIC and Black Hills agreed to remove all but one of the non-conforming provisions previously reviewed and accepted by the Commission. The only remaining non-conforming provision in the Amendment pertains to carbon emissions costs and may be found in footnote 1a of Exhibit B. As the provision included in the Amendment remains unaltered since the Commission's previous review and acceptance with the December Order,<sup>5</sup> it is not described in detail with this instant filing.

### *Negotiated Rate*

Section 4.15 of the General Terms and Conditions allows WIC and a shipper to agree to a service rate that varies from the minimum-to-maximum range provided on the Tariff's Statement of Rates. Pursuant to that provision, WIC and Black Hills have agreed to a fixed negotiated rate for the Amendment submitted herein. As shown on Exhibit B of the Amendment, the capacity is subject to a fixed negotiated monthly reservation rate of \$7.9083 per dth.

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<sup>2</sup> *Wyoming Interstate Co.*, Docket No. RP19-1279-000 (June 25, 2019) (unpublished letter order).

<sup>3</sup> *Wyoming Interstate Co.*, Docket No. RP20-74-000 (Nov. 5, 2019) (unpublished letter order) (Approving petition for waivers to effectuate the assignment and permanent release of the associated capacity of a number of agreements including Agreement No. 213585-FDBSWIC).

<sup>4</sup> *Statement of Policy on Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Transportation Services of Natural Gas Pipelines*, 74 FERC ¶ 61,076 (1996); *Natural Gas Pipeline Negotiated Rate Policies and Practices*, 104 FERC ¶ 61,134 (2003) ("Policy Statement").

<sup>5</sup> *Wyoming Interstate Co.*, Docket No. RP18-235-000 (Dec. 28, 2017) (unpublished letter order).

## **Tariff Provisions**

WIC is submitting the following tariff records pursuant to Section 154.112(b) (2025) and Part 154, Subpart C of the Commission's regulations.<sup>6</sup>

Part VII, Sections 15.0 through 15.2 are updated to display the Black Hills Amendment. Additionally, WIC has included a marked version of the executed Amendment<sup>7</sup> in accordance with the Commission's regulations to indicate changes from the Pro Forma found in WIC's Tariff.

## **Procedural Matters**

In accordance with the applicable provisions of Part 154 of the Commission's regulations,<sup>8</sup> WIC is submitting an eTariff XML filing package, which includes the following:

- a) a transmittal letter;
- b) Appendix A, a marked version of the Amendment;
- c) Appendix B, a copy of the executed Amendment; and
- d) clean and marked versions of each tariff record in PDF format.

WIC respectfully requests the Commission accept the tendered tariff records for filing and permit them to become effective June 1, 2026, which is not less than 30 days nor more than 60 days following the date of this filing. With respect to any tariff record the Commission allows to go into effect without change, WIC hereby moves to place the tendered tariff records in to effect at the end of any minimal suspension period established by the Commission.

Correspondence and communications concerning this filing should be directed to:

Ms. Shelly L. Busby  
Director, Regulatory  
Wyoming Interstate Company, L.L.C.  
Post Office Box 1087  
Colorado Springs, CO 80944  
Telephone: (719) 520-4657  
WICRegulatoryAffairs@kindermorgan.com

Mr. David R. Cain  
Assistant General Counsel  
Wyoming Interstate Company, L.L.C.  
Post Office Box 1087  
Colorado Springs, CO 80944  
Telephone: (719) 520-4534  
David\_Cain@kindermorgan.com

These persons have been designated for service in accordance with Rule 203 of the Commission's Rules of Practice and Procedure (18 C.F.R. § 385.203 (2025)).

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<sup>6</sup> See 18 C.F.R. §§ 154.201 – 154.210 (2025) (Subpart C).

<sup>7</sup> See Appendix A.

<sup>8</sup> 18 C.F.R. §§ 154.1 – 154.603 (2025).

The undersigned hereby certifies that she 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 her knowledge and belief; and (iii) that she possesses full power and authority to sign this filing.

Respectfully submitted,

WYOMING INTERSTATE COMPANY, L.L.C.

By \_\_\_\_\_ /s/  
Shelly L. Busby  
Director, Regulatory

Enclosures



## **Appendix A**

FIRM DAILY BALANCING SERVICE AGREEMENT  
RATE SCHEDULE FDBS

between

**WYOMING INTERSTATE COMPANY, L.L.C.**

and

**BLACK HILLS SERVICE COMPANY, LLC**

(Shipper)

DATED: March 23, 2026

**Firm Daily Balancing Service Agreement**  
Rate Schedule FDBS

Dated: March 23, 2026

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

1. **Transporter: WYOMING INTERSTATE COMPANY, L.L.C.**
2. **Shipper: BLACK HILLS SERVICE COMPANY, LLC**
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 2, as the same may be amended or superseded from time to time ("the 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. **Firm Daily Balancing Service:** Firm service that provides for the daily balancing of flow variations between the daily scheduled quantities and the daily flowing gas quantities at the Qualified Point(s) of Delivery set forth on Exhibit A.
6. **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 4.14 of the General Terms and Conditions of the Tariff.
7. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
8. **Negotiated Rate:** Yes  No
9. **Maximum Balancing Amount ("MBA"):**

MBA (Dth)	Effective
43,050	June 1, 2026 through November 30, 2034
10. **Term of Firm Daily Balancing Service:** Beginning: February 1, 2018  
Ending: November 30, 2034

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.10 of the General Terms and Conditions of the Tariff.

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

**To Shipper:**

**Invoices:**

BLACK HILLS SERVICE COMPANY, LLC  
PO Box 2006  
Council Bluffs, IA 51502  
Attn: Gas Accounting

**All Notices:**

BLACK HILLS SERVICE COMPANY, LLC  
PO Box 2006  
Council Bluffs, IA 51502  
Attn: Gas Accounting

**To Transporter:**

See "Points of Contact" in this Tariff.

- 12. **Effect on Prior Agreement(s):** This agreement will amend the following agreement between the Parties with the changes to be effective on June 1, 2026: The Firm Daily Balancing Service Agreement between Transporter and Shipper (formerly known as Cheyenne Light, Fuel and Power Company), referred to as Transporter's Agreement No. 213585-FDBSWIC, last amended on May 1, 2019.
- 13. **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 hereto 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:**

**WYOMING INTERSTATE COMPANY, L.L.C.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Accepted and agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, 2026

**Shipper:**

**BLACK HILLS SERVICE COMPANY, LLC**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Accepted and agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, 2026

**EXHIBIT A**  
to  
**FIRM DAILY BALANCING SERVICE AGREEMENT**  
**RATE SCHEDULE FDBS**

between  
**WYOMING INTERSTATE COMPANY, L.L.C.**  
and  
**BLACK HILLS SERVICE COMPANY, LLC**  
(Shipper)

Dated: March 23, 2026

Shipper's Maximum Balancing Amount ("MBA"): (See ¶19.)  
Effective Dates: (See ¶19)

<i>Primary Point(s) of Delivery (1)</i>	<i>Aggregate Group Quantity</i>	<i>Maximum Delivery Pressure (p.s.i.g.) (3)</i>
<b>49778 BHWYGAS/WIC (OJK) OTTO-JACK DELIVERY AGGREGATE GROUP (2)</b>	43,050 Dth	
49167 BHWYGAS/WIC HAPPY JACK DELIVERY		850
49168 BHWYGAS/WIC OTTO ROAD DELIVERY		850

Notes:

- (1) Information regarding 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) Aggregate Group designations are provided pursuant to Section 2.6 of Rate Schedule FDBS.
- (3) Pressure conditions shall be in accordance with Section 5.5 of the General Terms and Conditions of the Tariff.

**EXHIBIT B**  
to  
**FIRM DAILY BALANCING SERVICE AGREEMENT**  
**RATE SCHEDULE FDBS**

between  
**WYOMING INTERSTATE COMPANY, L.L.C.**  
and  
**BLACK HILLS SERVICE COMPANY, LLC**  
(Shipper)

Dated: March 23, 2026

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<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (1)</i>	<i>Commodity Rate (1)</i>	<i>Surcharges (2)</i>
As listed on Exhibit A	See ¶9	(1a)		

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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 FDBS or other superseding Rate Schedules, as such rates may be changed from time to time. Reservation rate(s) shall be payable regardless of quantities Banked or Drawn.
  
- (1a) As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$7.9083 per Dth per Month, which shall be payable regardless of quantities Banked or Drawn. If, during the term of this Agreement, FERC approves the recovery by Transporter of the cost of any carbon emissions tax or other greenhouse gas assessment that is incurred by Transporter, but that recovery is only permitted through Transporter's FERC-approved recourse rates, then the negotiated fixed monthly reservation rate applicable to Shipper will be increased by the amount of Transporter's maximum reservation rate under Rate Schedule FDBS that is attributable to such costs.
  
- (2) **Surcharges, If Applicable:**  
  
All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in the Statement of Rates in the Tariff, as such surcharges may be changed from time to time.

## **Appendix B**

FIRM DAILY BALANCING SERVICE AGREEMENT  
RATE SCHEDULE FDBS

between

**WYOMING INTERSTATE COMPANY, L.L.C.**

and

**BLACK HILLS SERVICE COMPANY, LLC**

(Shipper)

DATED: March 23, 2026

**Firm Daily Balancing Service Agreement  
Rate Schedule FDBS**

Dated: March 23, 2026

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1. **Transporter: WYOMING INTERSTATE COMPANY, L.L.C.**
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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. **Firm Daily Balancing Service:** Firm service that provides for the daily balancing of flow variations between the daily scheduled quantities and the daily flowing gas quantities at the Qualified Point(s) of Delivery set forth on Exhibit A.
6. **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 4.14 of the General Terms and Conditions of the Tariff.
7. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
8. **Negotiated Rate:** Yes X No
9. **Maximum Balancing Amount ("MBA"):**

<b>MBA (Dth)</b>	<b>Effective</b>
43,050	June 1, 2026 through November 30, 2034
10. **Term of Firm Daily Balancing Service:** Beginning: February 1, 2018  
Ending: November 30, 2034

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.10 of the General Terms and Conditions of the Tariff.

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

**To Shipper:**

**Invoices:**

BLACK HILLS SERVICE COMPANY, LLC  
PO Box 2006  
Council Bluffs, IA 51502  
Attn: Gas Accounting

**All Notices:**

BLACK HILLS SERVICE COMPANY, LLC  
PO Box 2006  
Council Bluffs, IA 51502  
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**To Transporter:**

See "Points of Contact" in this Tariff.

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- 13. **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 hereto 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:**

**WYOMING INTERSTATE COMPANY, L.L.C.**

*Daniel J. Tygret*  
\_\_\_\_\_

DANIEL J TYGRET  
\_\_\_\_\_  
DIRECTOR-COMMERCIAL  
\_\_\_\_\_

Accepted and agreed to this  
4/28/2026  
\_\_\_\_\_ day of \_\_\_\_\_, 2026

**Shipper:**

**BLACK HILLS SERVICE COMPANY, LLC**

Signed by:  
*Jodi Culp*  
\_\_\_\_\_

Jodi Culp  
\_\_\_\_\_  
VP of Gas Supply & Transportati onServi ces  
\_\_\_\_\_

Accepted and agreed to this  
23.00 day of April \_\_\_\_\_, 2026

**EXHIBIT A**  
to  
**FIRM DAILY BALANCING SERVICE AGREEMENT**  
**RATE SCHEDULE FDBS**

between  
**WYOMING INTERSTATE COMPANY, L.L.C.**  
and  
**BLACK HILLS SERVICE COMPANY, LLC**  
(Shipper)

Dated: March 23, 2026

Shipper's Maximum Balancing Amount ("MBA"): (See ¶19.)  
Effective Dates: (See ¶19)

<i>Primary Point(s) of Delivery (1)</i>	<i>Aggregate Group Quantity</i>	<i>Maximum Delivery Pressure (p.s.i.g.) (3)</i>
<b>49778 BHWYGAS/MIC (OJK) OTTO-JACK DELIVERY AGGREGATE GROUP (2)</b>	43,050 Dth	
49167 BHWYGAS/MIC HAPPY JACK DELIVERY		850
49168 BHWYGAS/MIC OTTO ROAD DELIVERY		850

Notes:

- (1) Information regarding 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) Aggregate Group designations are provided pursuant to Section 2.6 of Rate Schedule FDBS.
- (3) Pressure conditions shall be in accordance with Section 5.5 of the General Terms and Conditions of the Tariff.

**EXHIBIT B**  
to  
**FIRM DAILY BALANCING SERVICE AGREEMENT**  
**RATE SCHEDULE FDBS**

between  
**WYOMING INTERSTATE COMPANY, L.L.C.**  
and  
**BLACK HILLS SERVICE COMPANY, LLC**  
(Shipper)

Dated: March 23, 2026

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<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (1)</i>	<i>Commodity Rate (1)</i>	<i>Surcharges (2)</i>
As listed on Exhibit A	See ¶9	(1a)		

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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 FDBS or other superseding Rate Schedules, as such rates may be changed from time to time. Reservation rate(s) shall be payable regardless of quantities Banked or Drawn.
  
- (1a) As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$7.9083 per Dth per Month, which shall be payable regardless of quantities Banked or Drawn. If, during the term of this Agreement, FERC approves the recovery by Transporter of the cost of any carbon emissions tax or other greenhouse gas assessment that is incurred by Transporter, but that recovery is only permitted through Transporter's FERC-approved recourse rates, then the negotiated fixed monthly reservation rate applicable to Shipper will be increased by the amount of Transporter's maximum reservation rate under Rate Schedule FDBS that is attributable to such costs.
  
- (2) **Surcharges, If Applicable:**  
  
All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in the Statement of Rates in the Tariff, as such surcharges may be changed from time to time.

**Clean Tariff Section(s)**

FIRM DAILY BALANCING SERVICE AGREEMENT  
RATE SCHEDULE FDBS

between

**WYOMING INTERSTATE COMPANY, L.L.C.**

and

**BLACK HILLS SERVICE COMPANY, LLC**  
(Shipper)

DATED: March 23, 2026

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DATED: March 23, 2026

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6. **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 4.14 of the General Terms and Conditions of the Tariff.
7. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
8. **Negotiated Rate:** Yes X No
9. **Maximum Balancing Amount ("MBA"):**

MBA (Dth)	Effective
43,050	June 1, 2026 through November 30, 2034

10. **Term of Firm Daily Balancing Service:** Beginning: February 1, 2018  
Ending: November 30, 2034

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.10 of the General Terms and Conditions of the Tariff.

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

**To Shipper:**

**Invoices:**

BLACK HILLS SERVICE COMPANY, LLC  
PO Box 2006  
Council Bluffs, IA 51502  
Attn: Gas Accounting

**All Notices:**

BLACK HILLS SERVICE COMPANY, LLC  
PO Box 2006  
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**To Transporter:**

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**IN WITNESS WHEREOF**, the parties hereto 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:**

**WYOMING INTERSTATE COMPANY, L.L.C.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Accepted and agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, 2026

**Shipper:**

**BLACK HILLS SERVICE COMPANY, LLC**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Accepted and agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, 2026

Agreement No. 213585-FDDBSWIC

**EXHIBIT A**  
to  
FIRM DAILY BALANCING SERVICE AGREEMENT  
RATE SCHEDULE FDDBS

between  
**WYOMING INTERSTATE COMPANY, L.L.C.**  
and  
**BLACK HILLS SERVICE COMPANY, LLC**  
(Shipper)

Dated: March 23, 2026

Shipper's Maximum Balancing Amount ("MBA"): (See ¶19.)  
Effective Dates: (See ¶19)

<i>Primary Point(s) of Delivery (1)</i>	<i>Aggregate Group Quantity</i>	<i>Maximum Delivery Pressure (p.s.i.g.) (3)</i>
<b>49778 BHWYGAS/WIC (OJK) OTTO-JACK DELIVERY AGGREGATE GROUP (2)</b>	43,050 Dth	
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49168 BHWYGAS/WIC OTTO ROAD DELIVERY		850

Notes:

- (1) Information regarding 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) Aggregate Group designations are provided pursuant to Section 2.6 of Rate Schedule FDDBS.
- (3) Pressure conditions shall be in accordance with Section 5.5 of the General Terms and Conditions of the Tariff.

Ex. A-1

Agreement No. 213585-FDBSWIC

**EXHIBIT B**  
to  
FIRM DAILY BALANCING SERVICE AGREEMENT  
RATE SCHEDULE FDBS

between  
**WYOMING INTERSTATE COMPANY, L.L.C.**  
and  
**BLACK HILLS SERVICE COMPANY, LLC**  
(Shipper)

Dated: March 23, 2026

---

<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (1)</i>	<i>Commodity Rate (1)</i>	<i>Surcharges (2)</i>
As listed on Exhibit A	See ¶9	(1a)		

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Notes:

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- (2) **Surcharges, If Applicable:**
- All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in the Statement of Rates in the Tariff, as such surcharges may be changed from time to time.

Ex. B-1

**Marked Tariff Section(s)**

FIRM DAILY BALANCING SERVICE AGREEMENT  
RATE SCHEDULE FDBS

between

**WYOMING INTERSTATE COMPANY, L.L.C.**

and

**BLACK HILLS SERVICE COMPANY, LLC**  
(Shipper)

DATED: ~~May 1, 2019~~ March 23, 2026

**Firm Daily Balancing Service Agreement**  
Rate Schedule FDBS

DATED: ~~May 1, 2019~~ March 23, 2026

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

1. **Transporter: WYOMING INTERSTATE COMPANY, L.L.C.**
2. **Shipper: BLACK HILLS SERVICE COMPANY, LLC**
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 2, as the same may be amended or superseded from time to time ("the 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. **Firm Daily Balancing Service:** Firm service that provides for the daily balancing of flow variations between the daily scheduled quantities and the daily flowing gas quantities at the Qualified Point(s) of Delivery set forth on Exhibit A.

~~The parties recognize that Transporter must construct additional facilities in order to provide Firm Daily Balancing Service for Shipper under this Agreement. Transporter's obligations under this Agreement are subject to:~~

- ~~(i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities. As well as the receipt by Transporter of all other necessary regulatory approvals, permits, and other authorizations for the additional facilities in 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) The construction of facilities including a mainline valve with back pressure assembly on Line 29B of WIC's Medicine Bow Lateral at Spearpoint meter station in Weld County, CO.~~
- ~~(iv) The successful acquisition of the additional Firm Daily Balancing Service capacity by Shipper in an Open Season conducted by Transporter.~~

6. **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 4.14 of the General Terms and Conditions of the Tariff.
7. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

Agreement No. 213585-FDBSWIC

8. **Negotiated Rate:** Yes X No \_\_\_\_

9. **Maximum Balancing Amount ("MBA"):**

<b>MBA (Dth)</b>	<b>Effective</b>
20,000	July 1, 2019 through the day before the Commencement Date (as defined in ¶10)
31,850	Commencement Date through January 31, 2033
<del>1443,0850</del>	<del>February 1, 2033 through the Expiration Date (as defined in ¶10)</del> June 1, 2026 through November 30, 2034

10. **Term of Firm Daily Balancing Service:** Beginning: February 1, 2018  
Ending: ~~Fifteen (15) years following the~~ November 30, 2034  
~~Commencement Date ("Expiration Date")~~

~~For purposes of this Agreement, the Commencement Date shall be the later of August 1, 2019 or the date the additional facilities identified in Paragraph 5 are completed and ready for service.~~

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.10 of the General Terms and Conditions of the Tariff.

Agreement No. 213585-FDBSWIC

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

**To Shipper:**

**Invoices:**

BLACK HILLS SERVICE COMPANY, LLC

PO Box 2006

Council Bluffs, IA 51502

Black Hills Service Company, LLC

P.O. Box 1400

Rapid City, SD 57709-1400

Attn: Gas Accounting

**All Notices:**

BLACK HILLS SERVICE COMPANY, LLC

PO Box 2006

Council Bluffs, IA 51502

Black Hills Service Company, LLC

1102 East 1<sup>st</sup> Street

Papillion, NE 68046

Attn: Gas Accounting Jody Chittenden, Contract Administration

**To Transporter:**

See "Points of Contact" in this Tariff.

12. **Effect on Prior Agreement(s):** This agreement will amend the following agreement between the Parties with the changes to be effective on June 1, 2026: The Firm Daily Balancing Service Agreement between Transporter and Shipper (formerly known as Cheyenne Light, Fuel and Power Company), referred to as Transporter's Agreement No. 213585-FDBSWIC, last amended on May 1, 2019. When this Agreement becomes effective, and the conditions to the obligations of Transporter described in Paragraph 5, above, have been satisfied, it shall amend and restate the following agreement between the Parties: The Firm Daily Balancing Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 213585-FDBSWIC, dated October 23, 2017.

Agreement No. 213585-FDBSWIC

13. **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.

~~14. **Conditions to Obligations of Shipper:** The obligations of Shipper hereunder are subject to Transporter completing the installation of the additional facilities described in Paragraph 5(iii) above on or before December 31, 2019, which condition is solely for the benefit of Shipper and only Shipper shall have the right to waive such condition. Shipper shall enter into good faith negotiations with Transporter to determine any possible remedies prior to exercising its rights under this Paragraph 14.~~

**IN WITNESS WHEREOF**, the parties hereto 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:**

**WYOMING INTERSTATE COMPANY, L.L.C.**

**BLACK HILLS SERVICE COMPANY, LLC**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Accepted and agreed to this

Accepted and agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, ~~2019~~2026.

\_\_\_\_\_ day of \_\_\_\_\_, ~~2019~~2026.

Agreement No. 213585-FDDBSWIC

**EXHIBIT A**  
 to  
 FIRM DAILY BALANCING SERVICE AGREEMENT  
 RATE SCHEDULE FDDBS

between  
**WYOMING INTERSTATE COMPANY, L.L.C.**  
 and  
**BLACK HILLS SERVICE COMPANY, LLC**  
 (Shipper)

Dated: ~~May 1, 2019~~ March 23, 2026

Shipper's Maximum Balancing Amount ("MBA"): (See ¶19.)  
 Effective Dates: (See ¶19)

<i>Primary Point(s) of Delivery (1)</i>	<i>Primary Point(s) of Delivery Aggregate Group Quantity (3)</i>	<i>Maximum Delivery Pressure (p.s.i.g.) (43)</i>
<b>49778 CLFPBHWHYGAS/WIC (OJK) OTTO-JACK DELIVERY AGGREGATE GROUP (2)</b>	<u>43,050 Dth</u>	
<b>850</b>		
49167 CLFPBHWHYGAS/WIC HAPPY JACK DELIVERY		
850		
<del>49168 CLFP/WIC OTTO ROAD DELIVERY</del>		<del>850</del>
<del>49168 BHWHYGAS/WIC OTTO ROAD DELIVERY</del>		
<del>850 AGGREGATE GROUP QUANTITY (Dth)</del>		<del>See ¶19</del>

Notes:

- (1) Information regarding 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) Aggregate Group designations are provided pursuant to Section 2.6 of Rate Schedule FDDBS.
- ~~(3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MBA.~~
- (34) Pressure conditions shall be in accordance with Section 5.5 of the General Terms and Conditions of the Tariff.

Agreement No. 213585-FDBSWIC

**EXHIBIT B**  
 to  
**FIRM DAILY BALANCING SERVICE AGREEMENT**  
**RATE SCHEDULE FDBS**

between

**WYOMING INTERSTATE COMPANY, L.L.C.**  
 and

**BLACK HILLS SERVICE COMPANY, LLC**  
 (Shipper)

Dated: ~~May 1, 2019~~ March 23, 2026

<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (1)</i>	<i>Commodity Rate (1)</i>	<i>Surcharges (2)</i>
As listed on Exhibit A	See ¶9	(1a)	(1d)	(2)
As listed on Exhibit A	On that date described in ¶9, when Shipper's MBA increases to 31,850 Dth	(1b)	(1d)	(2)
As listed on Exhibit A	On that date described in See ¶9 when Shipper's MBA decreases to 11,850 Dth	(1ae)	(1d)	(2)

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 FDBS or other superseding Rate Schedules, as such rates may be changed from time to time. Reservation rate(s) shall be payable regardless of quantities Banked or Drawn.

(1a) As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$~~1.67297~~ 1.9083 per Dth per Month, which shall be payable regardless of quantities Banked or Drawn. If, during the term of this Agreement, FERC approves the recovery by Transporter of the cost of any carbon emissions tax or other greenhouse gas assessment that is incurred by Transporter, but that recovery is only permitted through Transporter's FERC-approved recourse rates, then the negotiated fixed monthly reservation rate applicable to Shipper will be increased by the amount of Transporter's maximum reservation rate under Rate Schedule FDBS that is attributable to such costs.

~~(1b) As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$2.4036 per Dth per Month, which shall be payable regardless of quantities Banked or Drawn. If, during the term of this Agreement, FERC approves the recovery by Transporter of the cost of any carbon emissions tax or other greenhouse gas assessment that is incurred by Transporter, but that recovery is only permitted through Transporter's FERC-approved recourse rates,~~

~~then the negotiated fixed monthly reservation rate applicable to Shipper will be increased by the amount of Transporter's maximum reservation rate under Rate Schedule FDBS that is attributable to such costs.~~

~~(1c) As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$3.6369 per Dth per Month, which shall be payable regardless of quantities Banked or Drawn. If, during the term of this Agreement, FERC approves the recovery by Transporter of the cost of any carbon emissions tax or other greenhouse gas assessment that is incurred by Transporter, but that recovery is only permitted through Transporter's FERC-approved recourse rates, then the negotiated fixed monthly reservation rate applicable to Shipper will be increased by the amount of Transporter's maximum reservation rate under Rate Schedule FDBS that is attributable to such costs.~~

~~(1d) As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$0.0000 per Dth.~~

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

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

Ex. B-1