

Colorado P.U.C. Number 4  
Supersedes Colorado P.U.C. Number 3 in its entirety

Colorado Gas Tariff

For

Natural Gas Service

Available

In The Entire Territory Served

By

Rocky Mountain Natural Gas LLC  
d/b/a Black Hills Energy

7060 Alegre Street  
Fountain, CO 80817

<https://www.blackhillsenergy.com/rates/transportation-customer-rates>

Customer Service: 800-232-1850

Filed with the

Colorado Public Utilities Commission

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### KEY SYMBOLS INDICATING REVISIONS TO TARIFF SHEETS

- R - to signify reduction in rate, charge or fee
- I - to signify increase in rate, charge or fee
- C - to signify changed regulation
- T - to signify a change in text but no change in regulation or rate
- N - to signify new rate or regulation
- D - to signify location where discontinued rate or regulation appeared
- M - material moved from or to another part of the tariff

As an alternative to the above symbols, change may be reflected in legislative format (additions underlined, deletions stricken through).

### PARAGRAPH NUMBERING SEQUENCE

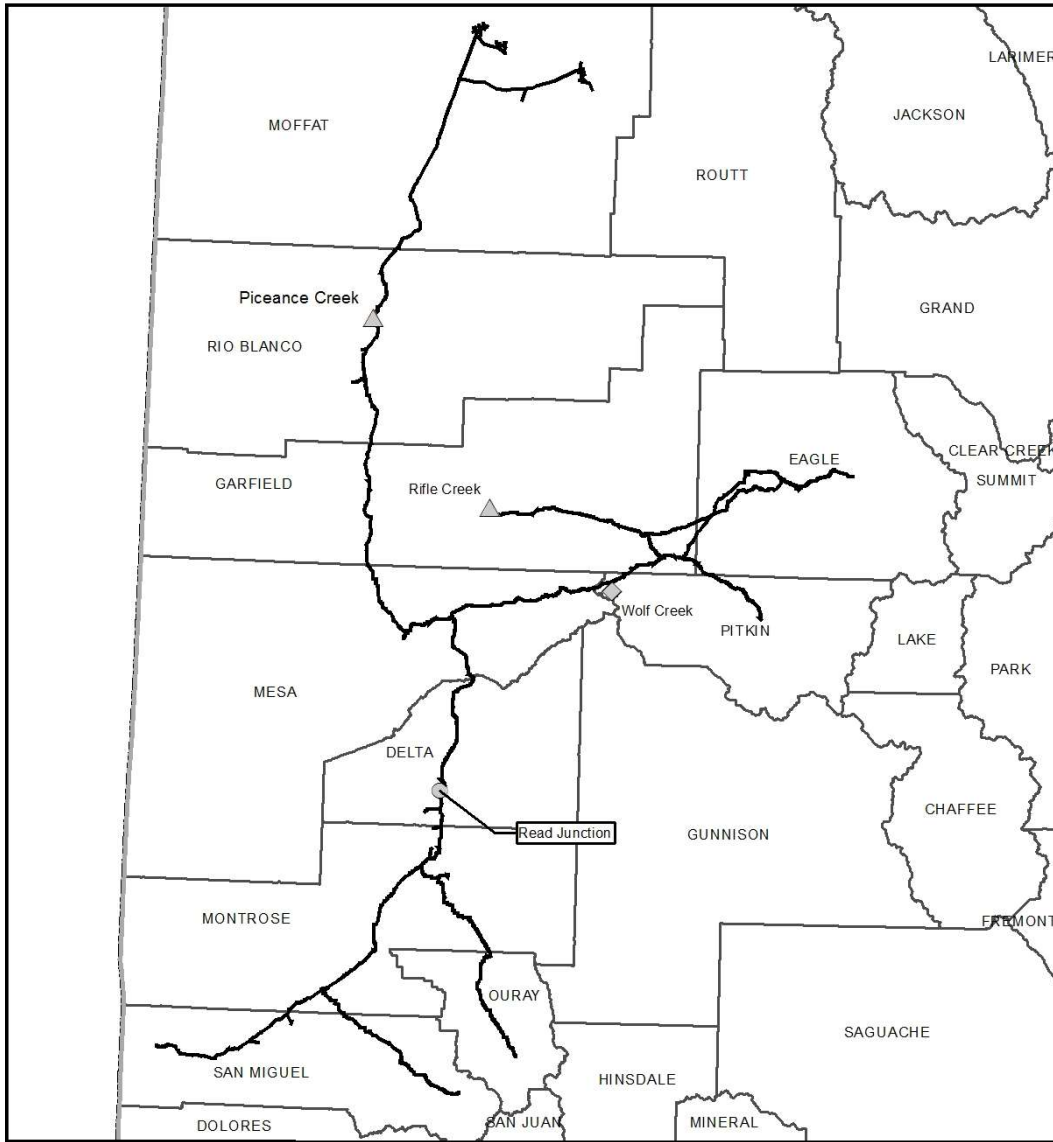
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## GLOSSARY OF ACRONYMS

ADIQ - Available Daily Injection Quantity  
ADWQ - Available Daily Withdrawal Quantity  
ATC - Average Thermal Content of Gas in Storage  
BTU - British Thermal Unit  
Colorado PUC - Colorado Public Utilities Commission  
Dth - Dekatherm  
EBB - Electronic Bulletin Board  
EFM - Electronic Flow Measurement  
FL&U - Fuel, Lost, and Unaccounted-For Gas  
FTS - Firm Transportation Service  
GT&C - General Terms and Conditions  
ITS - Interruptible Transportation Service  
MAC - Maximum Available Storage Capacity  
MDDQ - Maximum Daily Delivery Quantity  
Mcf - Thousand Cubic Feet  
MCS - Market Center Services  
MCT - Mountain Clock Time  
MMBtu - One Million Btus  
MDIQ - Maximum Daily Injection Quantity  
MDRQ - Maximum Daily Receipt Quantity  
MDTQ - Maximum Daily Transportation Quantity  
MDWQ - Maximum Daily Withdrawal Quantity  
NNS - No-Notice Storage  
OBA - Operational Balancing Agreement  
p.s.i.a. - Pounds per Square Inch Absolute  
p.s.i.g. - Pounds per Square Inch Gauge  
RAM - Revenue Adjustment Mechanism  
SSIR - System Safety and Integrity Rider  
TTT - Title Tracking Transfer

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### TERRITORY (SYSTEM MAP)



**Legend**

- ▲ Processing Plant
- ◆ Storage Field
- Read Junction
- RMNG Transmission Pipeline



STATEMENT OF RATES

<u>Rate Schedule</u>	<u>Type of Service</u>	<u>Type of Charge</u>	<u>Total Rate</u>	<u>Maximum Rate /5</u>	<u>Minimum Rate</u>
FTS	Firm Transportation	<u>Reservation Charge /1</u>			
		Seasonal Rate Option			
		Winter (Oct – Mar)	\$37.2859	\$38.0809	\$0.00
		Summer (Apr – Sept)	\$11.8986	\$12.6936	\$0.00
		Standard Rate Option	\$24.5923	\$25.3873	\$0.00
		(Per Dth of MDTQ per Monthly Billing Period)			
		<u>Usage Charge /2</u>	\$0.1038	\$0.1038	\$0.1038
		(Per Dth delivered per Monthly Billing Period)			
		<u>Authorized Overruns</u>	\$0.9384	\$0.9384	\$0.1038
		(Per Dth delivered per Monthly Billing Period)			
		<u>Unauthorized Overruns /3</u>	\$0.9384	\$0.9384	
		(Per Dth in excess of Tolerance delivered per Monthly Billing Period)			
ITS	Interruptible Transportation	<u>Usage Charge /4</u>	\$0.9384	\$0.9384	\$0.1038
		(Per Dth delivered per Monthly Billing Period)			
		<u>Unauthorized Overruns /3</u>	\$0.9384	\$0.9384	
		(Per Dth in excess of Tolerance delivered per Monthly Billing Period)			

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Note: The footnotes are on Tariff Sheet No. 9A.



STATEMENT OF RATES  
(Continued)

<u>Rate Schedule</u>	<u>Type of Service</u>	<u>Type of Charge</u>	<u>Total Rate</u>	<u>Maximum Rate /6</u>	<u>Minimum Rate</u>
NNS	No-Notice Storage	<u>Reservation Charge/1</u> Seasonal Rate Option			
		Winter (Oct – Mar)	\$30.9380	\$37.6358	\$37.6358
		Summer (Apr – Sept)	\$5.8475	\$12.5453	\$12.5453
		Standard Rate Option	\$18.3927	\$25.0905	\$25.0905
		(Per Dth of MDWQ per Monthly Billing Period)			
		<u>Injection Charge</u> (Per Dth injected per Monthly Billing Period)		\$0.00	\$0.00
		<u>Withdrawal Charge</u> (Per Dth withdrawn per Monthly Billing Period)		\$0.00	\$0.00
APAL	Interruptible Automatic Park and Loan	<u>APAL Charge</u> (Per Dth of Imbalance Quantity per day)		\$0.8249	\$0.8249
MCS	Interruptible Market Center Services	<u>MCS Charge</u> (Per Dth of Parked or Loan Quantity)		\$0.8249	\$0.00 /7
		<u>MCS Charge</u> (Per Dth of Unparked or Loan Payback Quantity)		\$0.8249	\$0.00 /7
		<u>MCS Charge</u> (Per Dth Per Day of Accumulated Daily Park or Loan Quantity)		\$0.8249	\$0.00 /7
		<u>MCS Charge</u> (Per Dth of Title Tracking Transfer and/or Wheeling Quantity)		\$0.8249	\$0.00 /7

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Fuel/Loss Reimbursement Quantity  
The Company shall be entitled to retain a percentage of all  
Therms of Gas received for transportation. The percentage  
shall be 0.71%.

### STATEMENT OF RATES

(Continued)

Notes:

- /1 Billed Reservation Charge shall include the following charges and credits, as applicable:
- | <u>Charge</u> | <u>Rate</u> | <u>Reference</u>                               |
|---------------|-------------|--|
| RAM-FTS       | (\$0.7950)  | Section 22 of the General Terms and Conditions |
| RAM-NNS       | (\$6.6978)  | Section 22 of the General Terms and Conditions |
| SSIR          | \$0.00      | Section 24 of the General Terms and Conditions |
- /2 South of Read Junction Charge may be added as described in Section 4.3 of the Firm Transportation Service Rate Schedule. Charge equal to (1) the difference between the allocated south of Read Junction delivery quantities and the quantity scheduled and confirmed from TransColorado-Olathe, multiplied by (2) the higher of the posted mid-point Gas Daily price for that Gas Day at El Paso-San Juan, CIG Rockies, or Northwest Pipeline (South of Green River) as published by *Platts' Gas Daily* for the "Spot Gas Prices Delivered to Pipelines" for that Gas Day, in addition to other charges, as applicable.
- /3 Unauthorized Overrun charge is applied by the method specified in Section 4.2(g) of the Firm Transportation Service Rate Schedule or Section 4.2(c) of the Interruptible Transportation Service Rate Schedule in addition to the maximum Rate Schedule FTS Authorized Overrun Charge.
- /4 FTS and ITS Maximum Rates include GRSA of 0.00% referenced in Section 25.1 of the General Terms and Conditions.
- /5 NNS Maximum Rates include GRSA of 0.00% referenced in Section 25.1 of the General Terms and Conditions.
- /6 APAL charges will be calculated pursuant to the procedure specified in Section 4.2(a) of Rate Schedule APAL.
- /7 The total MCS Transaction will be at or above \$0.0100 per Dth.

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STATEMENT OF RATES  
(Continued)

[RESERVED FOR FUTURE USE]

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## FIRM TRANSPORTATION SERVICE

### RATE SCHEDULE FTS

1. AVAILABILITY. This Rate Schedule is available for transportation of Gas through Transporter's facilities on a Firm basis for any Shipper, when:

1.1 The Shipper has requested to have Gas transported under this Rate Schedule to an On-System or Off-System Delivery Point(s) or Shipper has been allocated On-System Capacity in accordance with the provisions of the tariff of Black Hills Colorado Gas, Inc., or its successor. Other than in association with the limited-term Partial Assignment addressed in this Rate Schedule, the Shipper shall submit a Transportation Service Request Form as set forth in this Tariff.

1.2 The Shipper and Transporter have executed an FTS Service Agreement in the form set forth in this Tariff under this Rate Schedule, or have executed a related limited-term Partial Assignment as provided for in Section 3.2 of this Rate Schedule.

1.3 AVAILABLE CAPACITY. Transporter has determined, through the use of its engineering analysis, that it will have available sufficient uncommitted Capacity to provide the Firm service requested by the Shipper without the addition by Transporter of new facilities or the expansion of the Capacity of Transporter's pipeline system, unless the Transporter has provided for the addition of facilities under a FTS Service Agreement or otherwise has waived this requirement in a not unduly discriminatory manner, or the Shipper has executed a Facilities Installation Agreement. In addition to the available mainline Capacity between Receipt and Delivery Points, Transporter shall determine that the contracted quantity specified at a Primary Receipt Point(s) or Primary Delivery Point(s) shall not exceed the available Firm Capacity at those points. Notwithstanding the foregoing, Firm Transportation Service to Delivery Points into the Black Hills Colorado Gas, Inc. system shall be available only to Black Hills Colorado Gas Inc. and transportation for the benefit of Black Hills Colorado Gas Inc. End-Users shall be subject to limited-term Partial Assignment pursuant to the terms of this Tariff and  
to the tariff of Black Hills Colorado Gas, Inc.

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- 1.4 Shipper has met the creditworthiness requirements specified in Section 4, Creditworthiness, Related Deposits, and Other Credit Assurances, of the GT&C of this Tariff.
- 1.5 By executing the FTS Service Agreement, or limited-term Partial Assignment thereof, Shipper certifies that (1) Shipper has title to, or a current contractual right to acquire such title to, the Gas to be transported by Transporter; (2) Shipper has, or will have, entered into all arrangements necessary for the commitment of Deliveries to Transporter; (3) Shipper has, or will have, entered into all arrangements necessary for the Delivery of Gas from Transporter and (4) any On-System Contract Assignee who has been assigned an FTS Service Agreement for a limited term pursuant to Section 3.2 of this Rate Schedule has a downstream transportation contract on the connected Black Hills Colorado Gas, Inc. system prior to and contemporaneously with the commencement of service.
- 1.6 The minimum term for On-System Rate Schedule FTS Service Agreement(s) is one (1) year. The minimum term for Off-System Rate Schedule FTS Service Agreement(s) is one (1) month.

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## 2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This Rate Schedule shall apply to the Firm transportation of Gas on the Transporter's system as defined in Section 2 of the GT&C of this Tariff. Such Transportation Service shall include forward-haul, back-haul and/or Transportation Service accomplished by means of exchange or displacement and shall include Transportation Service to On-System Delivery Points and/or to Off-System Delivery Points.

- a. With respect to Service Agreements providing for Transportation Service to On-System Delivery Points, no service to secondary Delivery Points may be nominated and scheduled for service. With respect to Service Agreements providing for Transportation Service to On-System Delivery Point(s), only service to the Primary Delivery Points as set forth in the Service Agreement may be Nominated and scheduled. For On-system Delivery Point(s) south of Read Junction on Transporter's pipeline system, unless otherwise posted on Transporter's EBB, for the period of December 1 through February 28 of each 12 month period, service only from Primary Receipt Point(s) may be nominated and scheduled.
- 2.2 The FTS Service Agreement shall state one or more MDRQ and MDDQ, and an MDTQ as those service entitlements are defined in the definitions contained at Section 2, Definitions and Interpretive Matters, of the GT&C of this Tariff.
- 2.3 Transporter shall receive from the Shipper, or for the account of the Shipper, at Receipt Points on the Transporter's system, for transportation under this Rate Schedule, daily quantities of Gas tendered for the account of the Shipper up to the Shipper's MDTQ, plus the Fuel, Lost and Unaccounted-for Gas ("FL&U") Reimbursement Quantity and other in-kind allowable deductions, as specified in the FTS Service Agreement between the Shipper and Transporter. Provided that Transporter shall in no circumstances be obligated to receive for the account of the Shipper quantities of Gas in excess of the Shipper's MDTQ, plus the FL&U Reimbursement Quantity and other allowable in-kind deductions:
- a. Subject to the Scheduling Principles provided for at Section 17 of the GT&C of this Tariff, including the use of available Secondary Receipt Points when permitted under this Rate Schedule, Transporter shall Receive from the Shipper, or for the account of the Shipper, daily quantities of Gas up to the MDRQ plus the FL&U Reimbursement Quantity and other in-kind allowable deductions at each Primary Receipt Point(s) specified in the Firm Transportation Service Agreement and/or at available Secondary Receipt Points.

- 2.4 Upon Receipt of Gas from the Shipper, or for the Shipper's account, Transporter shall, after a deduction for the FL&U Reimbursement Quantity and other in-kind allowable deductions, transport and Deliver for the account of the Shipper to an On-System or Off-System Delivery Point(s) the net quantities Received up to the Shipper's MDTQ daily quantities, as specified in the FTS Service Agreement between the Shipper and Transporter. Provided that Transporter shall in no circumstances be obligated to deliver for the account of the Shipper quantities of Gas in excess of the Shipper's MDTQ:
- a. Subject to the Scheduling Principles provided for at Section 17 of the GT&C of this Tariff, including the use of available Secondary Delivery Points when permitted under this Rate Schedule, and subject to the operational and service limitations of Deliveries to On-System or Off-System Delivery Points provided for in Section 30, Operational Controls, of the GT&C of this Tariff, Transporter shall Deliver to the Shipper, or for the account of the Shipper, the net daily quantities of Gas so Received up to the MDDQ for Shipper at each Primary Delivery Point(s) specified in the Firm Transportation Service Agreement and/or at available Secondary Delivery Points.
- 2.5 AUTHORIZED OVERRUN SERVICE. Pursuant to this Rate Schedule, if on any Day that sufficient uncommitted Capacity on Transporter's system is available, the Shipper desires to transport Gas exceeding the Shipper's MDTQ applicable to a Delivery Point(s) or, in the aggregate at all Delivery Point(s), in excess of the Shipper's MDTQ, the Shipper may schedule such quantities pursuant to the Scheduling Principles provided for in Section 17 of the GT&C of this Tariff and Transporter may Confirm and Receive and Deliver such Confirmed Authorized Overrun Quantities. Authorized Overrun Service is interruptible and shall be billed at the rate(s) applicable to such service.



- 2.6 UNAUTHORIZED OVERRUN SERVICE. Pursuant to this Rate Schedule, if on any Day the Shipper takes quantities in excess of (a) a daily quantity of Gas which was Nominated and Confirmed and which exceeds the MDDQ applicable at a Delivery Point(s), or (b) the level to which Deliveries have been curtailed for the Day, or (c) the aggregate of its MDTQ plus any Authorized Overrun Quantities for the Day, such quantities shall be considered Unauthorized Overrun Service and shall be billed at the rate(s) applicable to such service.
- 2.7 Notwithstanding the charges for Authorized and Unauthorized Overrun Service provided for in Section 4.2 (f) and (g) of this Rate Schedule, Transporter shall have the right to reduce Receipts or Deliveries of Gas in excess of the MDTQ at any time in its reasonable discretion and judgment, as necessary to protect its system and operations, including the continuation of service to other Shippers. During periods when applicable Operational Flow Orders are in effect, any overruns are subject to the provisions of Section 30, Operational Controls, of the GT&C of this Tariff.
- 2.8 RATES OF FLOW. Unless otherwise agreed, at each Point of Receipt, each Party shall use commercially reasonable efforts to tender or cause to be tendered Gas at ratable hourly rates. Unless otherwise agreed, at each Point of Delivery, each Party shall use commercially reasonable efforts to tender or cause to be tendered Gas at the hourly rates of flow as specified below. Shipper shall also use commercially reasonable efforts to tender or cause to be tendered Gas at daily rates of flow such that the net Receipt Quantities (Receipt Quantities after a deduction for the FL&U Reimbursement Quantity and other allowable in-kind deductions) and the Delivery Quantities are Balanced each Day.
- a. At each On-System Point of Delivery as listed in the Informational Postings section of Transporter's Electronic Bulletin Board ("EBB"), quantities tendered or caused to be tendered for Shipper's account shall be ratable as nearly as possible but in no event shall exceed 155% of 1/24th of Scheduled Quantities at such Point, subject to the conditions of Section (b) below.

- b. At each Off-System Point of Delivery as listed in the Informational Postings section of Transporter’s EBB, quantities tendered or caused to be tendered for Shipper’s account each hour over the Gas Day shall not exceed 1/24<sup>th</sup> of Scheduled Quantities at such Point and shall be ratable over the Gas Day at such Point.
- c. When requested by Transporter, Shipper shall specify and provide to Transporter the Shipper’s requested and expected hourly flow pattern pursuant to the procedure specified in Section 29, Operations by Transporter and Shippers and Imbalance Management, of the GT&C of this Tariff.

2.9 RELATED SERVICE ENTITLEMENTS.

- a. Shipper with primary Delivery Point(s) to On-System locations, as such Points are listed in the Informational Postings section of Transporter’s EBB, will have related service entitlements.
- b. For Black Hills Colorado Gas, Inc. as Shipper, upon execution of the Rate Schedule FTS Service Agreement as required in Section 1.2 of this Rate Schedule, Black Hills Colorado Gas, Inc. shall also execute a Rate Schedule APAL Service Agreement, a Rate Schedule NNS Service Agreement to provide for Imbalance Management as described in Section 29.5 of the GT&C of this Tariff, and a Rate Schedule MCS Master Service Agreement for the purpose of managing prior period adjustments as required in Section 5.1(a) of this Rate Schedule as well as any other MCS Transaction Requests. Such related Service Agreement(s) will have a term coterminous with the Rate Schedule FTS Service Agreement. The related Rate Schedule NNS service entitlements will be determined in association with the Primary Delivery Point(s) entitlement(s) to the applicable On-System Delivery Point(s) as such Point(s) are listed in the Informational Postings section of Transporter’s EBB.

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2.9 RELATED SERVICE ENTITLEMENTS (Cont.).

(1) For Black Hills Colorado Gas, Inc. as Shipper, the Rate Schedule FTS, APAL and/or NNS service entitlement(s) will be listed in the Appendix(s) or Exhibit(s) to the applicable Service Agreement(s). In the Black Hills Colorado Gas, Inc. Rate Schedule FTS and Rate Schedule NNS Service Agreement(s), the Appendix(s) or Exhibit(s) will list the contract entitlements existing before any limited-term Partial Assignment. Transporter will make available to Black Hills Colorado Gas, Inc. by administrative back-office process a notice of the adjusted contract entitlements to be used by Black Hills Colorado Gas, Inc. for nominations, scheduling, invoicing and payment following the limited-term Partial Assignment processes.

c. For a holder of the limited-term Partial Assignment as Shipper, the On-System Contract Assignee executing the limited-term Partial Assignment, as provided for in Section 3.2 of this Rate Schedule and as provided for in the tariff of Black Hills Colorado Gas, Inc., shall be deemed to have executed a Rate Schedule FTS Service Agreement, a Rate Schedule APAL Service Agreement, a Rate Schedule MCS Master Service Agreement to satisfy Section 5.1(a) of this Rate Schedule and, where applicable, a Rate Schedule NNS Service Agreement. The Rate Schedule APAL service, the Rate Schedule MCS Master Service Agreement and, as applicable, the Rate Schedule NNS service will provide for Imbalance Management as described in this Rate Schedule and in Section 29.5 of the GT&C of this Tariff. The related Rate Schedule NNS service entitlements will be determined in association with the Primary Delivery Point(s) entitlement(s) to the applicable On-System Delivery Point(s) as such Point(s) are listed in the Informational Postings section of Transporter's EBB.

(1) For a holder of the limited-term Partial Assignment as Shipper, the Rate Schedule FTS, APAL and/or NNS service entitlement(s) will be listed in the Attachment 1 to the applicable limited-term Partial Assignment.

d. Shippers receiving service under this Rate Schedule with Primary Delivery Point(s) to Off-System Delivery Point(s), as such Points are listed in the Informational Posting section of the Transporter's EBB, shall not be permitted to hold any related Rate Schedule NNS or Rate Schedule APAL Service Agreements.

2.10 Service under this Rate Schedule shall be provided on a not unduly discriminatory basis.

2.11 Contract Quantities (MDDQ, MDRQ, MDTQ) shall be stated in both Mcf and Dth on the FTS Service Agreement or the executed limited-term Partial Assignment thereof, as applicable. The Dth contract quantity shall be adjusted if the average thermal content of the Gas on the system changes such that, in Transporter's sole operational judgment, an adjustment is required so that the system is not adversely impacted. Such adjustment shall be made in accordance with the provisions of Section 14 of the GT&C of this Tariff.

2.12 Service under this Rate Schedule is subject to the provisions of this Rate Schedule, the GT&C of this Tariff, the terms of the Shipper's executed FTS Service Agreement with Transporter or the executed limited-term Partial Assignment thereof, as applicable, and any applicable Gas transportation rules of the Colorado PUC promulgated at 4 Code of Colorado Regulations 723-4. Transporter shall not be required to perform service under this Rate Schedule on behalf of any Shipper that fails to comply with any and all of said provisions.

### 3. ASSIGNMENT PROVISIONS

- 3.1 The FTS Service Agreement shall be binding upon and inure to the benefit of any successor(s), substantially as an entirety, to either Transporter or Shipper by merger, consolidation or acquisition. Either Transporter or Shipper may assign or pledge its FTS Service Agreement rights and obligations under the provisions of any mortgage, deed or trust, indenture or other instrument as security for indebtedness; otherwise, neither Transporter nor Shipper shall assign any of its right, title and interest without first having obtained formal written consent of the other(s). Such consent shall not be unreasonably withheld.
- 3.2 Specific Limited-Term Partial Assignment in Support of Black Hills Colorado Gas, Inc., End-Use Transportation Service Program.
- a. Shipper(s) may take a limited-term Partial Assignment of firm transportation service under Rate Schedule FTS and related service under Rate Schedule APAL and, as applicable, Rate Schedule NNS as a direct Black Hills Colorado Gas, Inc., End-User or for the benefit of one or more Black Hills Colorado Gas, Inc., End-User(s) under the Black Hills Colorado Gas, Inc. End-Use Transportation Service Program. Such Shippers shall contract with Transporter through the limited-term Partial Assignment process for the single or aggregated service entitlements.

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- b. Transporter shall allow a limited-term Partial Assignment of specified contract entitlements from Black Hills Colorado Gas, Inc. to an On-System Contract Assignee. The Shipper and Black Hills Colorado Gas, Inc., with the consent of Transporter, shall execute the limited-term Partial Assignment. The Black Hills Colorado Gas, Inc. End-User(s) benefiting from the limited-term Partial Assignment shall be listed in the assignment Exhibit(s). The terms of the assignment between Black Hills Colorado Gas, Inc. and the On-System Contract Assignee are governed by the Colorado PUC approved Tariff of Black Hills Colorado Gas, Inc. Transporter shall receive from Black Hills Colorado Gas, Inc. a copy of the executed limited-term Partial Assignment. The On-System Contract Assignee executing the limited-term Partial Assignment shall be deemed to have executed as Shipper on Transporter's system a Rate Schedule FTS Service Agreement, a Rate Schedule APAL Service Agreement, a Rate Schedule MCS Master Service Agreement and, where applicable, a Rate Schedule NNS Service Agreement as provided for in Section 2.9 of this Rate Schedule. Transporter will make available to Black Hills Colorado Gas, Inc. by administrative back-office business process a notice of the adjusted contract entitlements to be used by Black Hills Colorado Gas, Inc. for nominations, scheduling, invoicing and payment following the limited-term Partial Assignment(s).
- c. The On-System Contract Assignee as Shipper on Transporter's system will not be allowed to permanently re-designate a Primary Receipt Point or a Primary Delivery Point during the period of the limited-term Partial Assignment, although the Shipper shall be allowed to use Secondary Receipt Points as available and pursuant to the Scheduling Principles detailed in Section 17 of the GT&C of this Tariff.

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- d. At the termination of the executed limited-term Partial Assignment, the limited-term Partial Assignment contract quantities shall be returned to Black Hills Colorado Gas, Inc. and the notice which informed Black Hills Colorado Gas, Inc. of the adjusted contract entitlements for nominations, scheduling, invoicing and payment as provided in Section 3.2(b) herein will be voided such that the revised Black Hills Colorado Gas, Inc. contract quantities reflect the contract quantities prior to the assignment.
- e. Transporter shall provide to Black Hills Colorado Gas, Inc. and to the On-System Contract Assignee as Shipper on Transporter's system an administrative contract number to include in the Exhibit Attachment(s) to the limited-term Partial Assignment. Such administrative contract number shall be used by the On-System Contract Assignee as Shipper for nominations, scheduling, invoicing and payment for Rate Schedule FTS and the related service entitlements under Rate Schedule APAL and, where applicable, Rate Schedule NNS. During the term of the executed limited-term Partial Assignment, the On-System Contract Assignee shall comply with all provisions of this Tariff, and the Colorado PUC regulations as required in Section 2.12 of this Rate Schedule.

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#### 4. RATES AND CHARGES FOR SERVICE

4.1 APPLICABLE BASIC RATES. The applicable basic rates, including surcharges, for service under this Rate Schedule are set forth on the Statement of Rates in this Tariff, as revised from time to time.

a. MAXIMUM AND MINIMUM RATES. Where a maximum rate and a minimum rate have been established with respect to an applicable basic rate, the Company shall charge the Shipper a rate that is no higher than the maximum rate and no lower than the minimum rate so established. The Company shall charge the maximum rate unless otherwise agreed to in writing with the Shipper. Any discounts from the applicable maximum rate shall be granted on a not unduly discriminatory basis.

b. Shipper may elect to prepay its anticipated charges for service at any time.

4.2 MONTHLY BILL. Commencing with the first Monthly Billing Period in which the Shipper's FTS Service Agreement for service under this Rate Schedule is effective, or the On-System Contract Assignee's executed limited-term Partial Assignment is effective, and each Monthly Billing Period thereafter during the term of the Service Agreement or of the executed limited-term Partial Assignment, Transporter shall charge and the Shipper shall pay Transporter the sum of the following amounts:

a. RESERVATION CHARGE. The monthly reservation charge shall be determined by multiplying (1) the applicable maximum rate(s) for Rate Schedule FTS set forth on the Statement of Rates in this Tariff as revised from time to time, or the discounted reservation rate if such has been granted in reference to the FTS Service Agreement; and (2) the contract MDTQ for the applicable month.



- b. REVENUE ADJUSTMENT MECHANISM CREDIT. The monthly Revenue Adjustment Mechanism credit (RAM-FTS Credit) shall apply to Service Agreements providing for On-System Firm Transportation Service and shall be determined in accordance with Section 22 of the GT&C of this Tariff.
- c. RESERVED FOR FUTURE USE

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d. **USAGE CHARGE.** The monthly usage charge shall be determined by multiplying (1) the applicable maximum rate for Rate Schedule FTS set forth on the Statement of Rates in this Tariff, as revised from time to time, and (2) the quantity of Gas in Dth Delivered by the Company hereunder during the Monthly Billing Period to the Shipper or for the Shipper's account at any Delivery Point, less any quantities of Gas taken which are deemed as Authorized Overrun Quantities or Unauthorized Overrun Quantities pursuant to Section 2.5 and 2.6, respectively, of this Rate Schedule which will be billed under the provisions of Section 4.2(f) and (g), respectively, of this Rate Schedule.

e. **SYSTEM SAFETY AND INTEGRITY RIDER CHARGE, GENERAL RATE SCHEDULE ADJUSTMENT AND OTHER SURCHARGES.**

(1) With respect to Service Agreements providing for On-System Transportation Service, the monthly reservation charge assessed pursuant to Sections 4.2(a) of this Rate Schedule shall be adjusted to reflect recovery of the SSIR rate for Rate Schedule FTS set forth on the Statement of Rates in this Tariff, as revised from time to time. The components and derivation of the SSIR charge are addressed in Section 24, System Safety and Integrity Rider, of the GT&C of this Tariff.

(2) **GENERAL RATE SCHEDULE ADJUSTMENT.** With respect to Service Agreements providing On-System and Off-System Transportation Service, the monthly Reservation Charge and Usage Charge assessed pursuant to Sections 4.2(a) and 4.2(d) of this Rate Schedule shall be adjusted to reflect recovery of the GRSA for Rate Schedule FTS set forth in the Statement of Rates in this Tariff, as revised from time to time. The percentage adjustment of the GRSA is addressed in Section 25.1 of the GT&C of this Tariff.

- f. **AUTHORIZED OVERRUN CHARGES.** The monthly Authorized Overrun Quantity Charge shall be determined by multiplying (1) the applicable maximum authorized overrun rate for Rate Schedule FTS as stated on the Statement of Rates in this Tariff, as revised from time to time, or the discounted authorized overrun rate if such has been granted in reference to the FTS Service Agreement, and (2) the total quantity of Daily Authorized Overrun Gas Delivered by the Transporter hereunder during the Monthly Billing Period to the Shipper or for the Shipper's account at the applicable Delivery Point(s).
- g. **UNAUTHORIZED OVERRUN CHARGE.** This charge shall have both a penalty component and a service component. This charge shall be charged to Shipper with respect to Gas quantities specified in Section 2.6 of this Rate Schedule. All Unauthorized Overrun Quantities shall be subject to a service charge within the rate band established for the Authorized Overrun Quantity Charge as agreed to by the Transporter in writing on a not unduly discriminatory basis. Quantities of Daily Unauthorized Overrun Gas taken during the Monthly Billing Period that are less than the tolerance, or for which the required notice has not been given under Section 4.2(g)(1) of this Rate Schedule, shall be subject to the service charge. In addition to the service charge, unless waived by the Transporter on a not unduly discriminatory basis for a specified period for all shippers or by specific geographic segments of the pipeline, and subject to the limitation in Section 4.2(g)(1) of this Rate Schedule, quantities of Unauthorized Overrun Gas taken on any Day in excess of the quantities specified in Section 2.6 of this Rate Schedule ("the tolerance") shall be subject to an additional penalty charge equal to the applicable Rate Schedule FTS Unauthorized Overrun penalty rate for that Day set forth on the Statement of Rates of this Tariff, as revised from time to time. The monthly Unauthorized Overrun charge shall be the summation of the service charge and the penalty charges incurred for Daily Unauthorized Overrun service.

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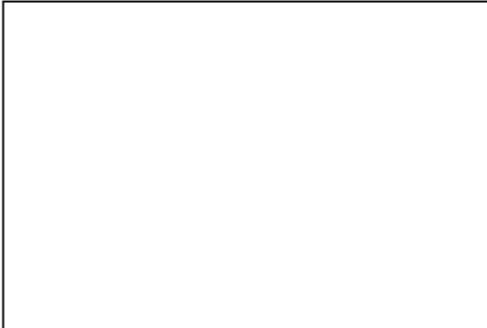
- (1) For those Shippers whose Deliveries are not measured by electronic measurement equipment, Transporter may only assess an Unauthorized Overrun Charge on Unauthorized Overrun Quantities received and/or delivered after the expiration of notice period provided by Transporter to the Shipper that the charge shall be assessed. The required notice period for such Shippers is twenty-four (24) hours; provided that Transporter may designate a shorter notice period if, in its sole and reasonable operational judgment, such is deemed necessary to protect its system.
- (2) During periods when applicable Operational Flow Orders are in effect, any overruns shall be subject to the provisions of Section 30, Operational Controls, of the GT&C of this Tariff. The penalty provided in such Operational Controls section shall be in addition to the Unauthorized Overrun charges herein.

4.3 SOUTH OF READ JUNCTION CHARGE: As necessary to ensure the operations of the system, unless waived or otherwise posted in the Informational Postings section on Transporter’s EBB, on any day between December 1 through February 28, inclusive, each On-System Shipper with a Primary Delivery Point south of Read Junction and a Primary Receipt Point at the TransColorado-Olathe Point must tender sufficient receipt quantities at TransColorado-Olathe Receipt Point to satisfy the final allocated delivery quantities at all On-System Delivery Points south of Read Junction. It is anticipated that such allocated quantities will be available within three (3) Business Days following date of physical flow. If a Shipper fails to adequately tender such receipt quantities, the Shipper shall be subject to a charge equal to (1) the difference between the allocated south of Read Junction delivery quantities and the quantity scheduled and confirmed from TransColorado-Olathe, multiplied by (2) the higher of the posted mid-point Gas Daily price for that Gas Day at El Paso-San Juan, CIG Rockies, or Northwest Pipeline (South of Green River) as published by *Platts’ Gas Daily* for the “Spot Gas Prices Delivered to Pipelines” for that Gas Day, in addition to other charges, as applicable. Additionally, Transporter may post in the Informational Postings section on Transporter’s EBB for any Day in the months of November, March and April that the Shipper must tender sufficient receipt quantities at the TransColorado-Olathe Receipt Point or the Shipper shall be subject to charge described in this Section 4.3.

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4.4 LATE PAYMENT CHARGES. Any amounts billed to a Shipper that are not paid timely shall be subject to the late payment charges described in Section 6.10 of the GT&C of this Tariff.

4.5 THIRD PARTY CHARGES. Shipper may, on a not unduly discriminatory basis, be required to pay to Transporter, if applicable, any charges for Third Party Capacity acquired by Transporter in accordance with Section 20 of the GT&C of this Tariff. In no event shall such charges for Third Party Capacity billed to Shipper exceed the amount incurred and paid by Transporter for the applicable Third Party Capacity or service.



- 4.6 OTHER RATES, CHARGES AND FEES. Transporter shall add to the Shipper's monthly bill any other rates, charges, fees or assessments that the Transporter is authorized to charge the Shipper under this Tariff, including reimbursement of any banking fees related to insufficient payment of bills.
- 4.7 FORCE MAJEURE AND BILLING. In the event of a force majeure occurrence as defined in Section 27, Limitations on Obligations, of the GT&C of this Tariff, the Shipper shall not be relieved of its obligations to make payment of amounts then due or which become due hereunder.
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- 4.9 SEASONAL RATE OPTION. On-System Shipper or On-System Assignee may elect to be charged the Reservation Charge under the Seasonal Rate Option wherein a higher Reservation Charge, as set forth on the Statement of Rates, shall be applied to the contract MDTQ for the months of October through March and a lower Reservation Charge, as set forth on the Statement of Rates, shall be applied to the contract MDTQ for the months of April through September. Such election shall be effective June 1 of each year and shall not be altered until the following June 1 of each year.

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## 5. IMBALANCE MANAGEMENT

5.1 In order to facilitate Imbalance Management, Shippers under this Rate Schedule with Primary Delivery Point entitlements to an On-System Delivery Point(s), as such Point(s) will be posted in the Informational Posting section of Transporter's EBB, shall be required to (a) hold a Rate Schedule APAL Service Agreement, (b) hold a Rate Schedule NNS Service Agreement to the extent such service is available at the Delivery Point(s) specified in the Shipper's Rate Schedule FTS Service Agreement or in the limited-term Partial Assignment, and (c) hold a Rate Schedule MCS Master Service Agreement. Section 2.9 (Related Service Entitlements) and Section 3.2 (Limited-Term Partial Assignment) of this Rate Schedule describes the agreement execution process. The Imbalance quantity shall equal the difference between the allocated net quantities Received at all of the Shipper's Receipt Point(s) and the allocated Delivery Quantities Delivered to the Shipper's Delivery Point(s) ("Imbalance Quantities"). Any Imbalance Quantity on the On-System Shipper's Rate Schedule FTS Agreement shall be transferred first to the Rate Schedule NNS service (if available), then to the Rate Schedule APAL service.

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- a. For prior period adjustments related to a production month where the normal monthly closing cycle has been completed for an On-System Shipper, any imbalance resulting from a prior period adjustment will be transferred to a zero rate Rate Schedule MCS transaction request. The On-System Shipper must resolve any Parked or Loaned quantities on the zero rate Rate Schedule MCS transaction request within 60 days from the first day in the month the prior period adjustment is recorded. In the event the On-System Shipper has not resolved the prior period adjustment-related Rate Schedule MCS transaction request quantities by a transfer into or out of the Shipper's Rate Schedule NNS account, the quantities will be cashed-out using the Imbalance Management resolution prior-period pricing provisions of Section 29.5(e) of the GT&C of this Tariff.



5.2 For all On-System Shippers, in the event Transporter and Shipper are unable to resolve the Imbalance Quantities arising under the Rate Schedule FTS Service Agreement through the transfer and resolution of such quantities onto the Rate Schedule NNS and/or Rate Schedule APAL Service Agreements, the Imbalance Management resolution provisions of Section 29.5 of the GT&C shall apply.

6. FUEL, LOST AND UNACCOUNTED-FOR GAS (“FL&U”) REIMBURSEMENT QUANTITY

6.1 Transporter shall be entitled to retain Gas from each Shipper hereunder equal to the FL&U Reimbursement Quantity as specified in this Tariff. Unless otherwise agreed to in writing, Shipper shall pay the applicable FL&U Reimbursement Quantity specified on the Statement of Rates of this Tariff. The FL&U Reimbursement Quantity shall be stated as a percentage of Gas Received by Transporter at the Receipt Point(s), excluding Gas quantities withdrawn from storage. Title to the FL&U Reimbursement Quantity shall rest in Transporter upon Receipt at the Receipt Point(s) at no cost and free and clear of all adverse claims.

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- 6.2 Transporter may recalculate and re-determine its FL&U Reimbursement Quantity at least once annually using the prior twelve months of available data based on actual experience, as adjusted for reasonable changes. Such redetermination shall be filed with the Colorado PUC in accordance with its Rules of Practice and Procedure promulgated at 4 Code of Colorado Regulations 723-1.
- 6.3 Transporter shall be entitled to make additional in-kind deductions of Gas received from a Shipper as allowed by this Tariff.
7. COMMINGLING OF GAS. Transporter shall have the unqualified right to commingle the Shipper's Gas with other Gas in the Company's pipeline system.
8. DELEGATION. By a contract ("Agency Agreement"), a Shipper may delegate to any third party ("Agent") responsibility for receiving invoices, notices, and confirmations, submitting Nominations, and/or performing other administrative duties required by the FTS Service Agreement, subject to Section 29.6, Agency Agreements, of the GT&C of this Tariff.
9. GENERAL TERMS AND CONDITIONS. The applicable General Terms and Conditions ("GT&C") of this Tariff are hereby incorporated in and made a part of this Rate Schedule. To the extent that said GT&C are inconsistent with the provisions of this Rate Schedule, the provisions of this Rate Schedule shall govern.

INTERRUPTIBLE TRANSPORTATION SERVICE  
RATE SCHEDULE ITS

1. AVAILABILITY. This Rate Schedule is available for transportation of Gas through Transporter's facilities on an Interruptible basis for specified Shippers, when:
  - 1.1 The Shipper has requested to have Gas transported under this Rate Schedule. Shipper shall submit a Transportation Service Request Form as set forth in this Tariff.
  - 1.2 The Shipper and Transporter have executed an ITS Service Agreement in the form set forth in this Tariff under this Rate Schedule within sixty (60) days of being tendered to the Shipper by Transporter, following Transporter's acceptance of the terms of the Shipper's request for service, as proposed by the Shipper or as modified by mutual agreement of the Shipper and Transporter.
  - 1.3 AVAILABLE CAPACITY. Transporter has determined, through the use of its engineering analysis, that it will have available sufficient uncommitted Capacity to provide the Interruptible service requested by the Shipper without the addition by Transporter of new facilities or the expansion of the Capacity of Transporter's pipeline system, unless the Transporter has waived this requirement in a not unduly discriminatory manner, or the Shipper has executed a Facilities Installation Agreement.
  - 1.4 Shipper has met the creditworthiness requirements specified in Section 4, Creditworthiness, Related Deposits, and Other Credit Assurances, of the GT&C of this Tariff. For purposes of credit requirements, the ITS Service Agreement will list a maximum credit quantity and Transporter may limit Shipper's ability to schedule Gas if the maximum credit quantity has been exceeded. Transporter may require the Shipper to provide a service deposit or other form of performance assurance to Transporter as provided in Section 4, Creditworthiness, Related Deposits, and Other Credit Assurances, of the GT&C of this Tariff.

- 1.5 By executing the ITS Service Agreement, Shipper certifies that (1) Shipper has title to, or a current contractual right to acquire such title to, the Gas to be transported by Transporter; (2) Shipper has, or will have, entered into all arrangements necessary for the commitment of Deliveries to and from Transporter; and (3) Shipper shall not use such service where an interruption may adversely impact the requirements of human-needs end-use customers.
- 1.6 Transporter delivers Gas to Shipper, or for Shipper's Account, at a Point that is not an On-System Delivery Point, which On-System Points are listed on the Informational Postings section of Transporter's EBB.
- 1.7 Service under this Rate Schedule shall be made on an as-available basis, with priority of quantities scheduled pursuant to Section 17, Scheduling Principles, of the GT&C of this Tariff.

## 2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This Rate Schedule shall apply to the Interruptible transportation of Gas on Transporter's system as defined in Section 2 of the GT&C of this Tariff. Such Transportation Service shall include forward-haul, back-haul and/or Transportation Service accomplished by means of exchange or displacement to Off-System Delivery Points.
- 2.2 Service under this Rate Schedule shall be provided to the Shipper only to the extent that Capacity is available after Transporter has provided service (1) to Shippers under Firm Rate Schedules and (2) to those Shippers served under this Rate Schedule that have a higher scheduling priority as defined in Section 17, Scheduling Principles, of the GT&C of this Tariff, and, when applicable, Section 27, Limitations on Obligations, of the GT&C of this Tariff. The Shipper shall have no MDRQ, MDDQ or MDTQ under the ITS Service Agreement and all Receipt Points and Off-System Delivery Points are available for scheduling of Interruptible ~~Transportation Service, provided,~~ however, that Transporter may limit quantities to be scheduled based on the maximum credit quantity.

- 2.3 On any Day that sufficient uncommitted Capacity is available, Transporter shall receive from the Shipper, or for the account of the Shipper, at Receipt Points on Transporter's system, for transportation under this Rate Schedule, daily quantities of Gas tendered for the account of the Shipper, plus the FL&U Gas Reimbursement Quantity and other allowable in-kind deductions, as specified in the ITS Service Agreement between the Shipper and Transporter.
- 2.4 Upon Receipt of Gas from the Shipper, or for the Shipper's account, Transporter shall, after a deduction for the FL&U Reimbursement Quantity and other allowable in-kind deductions, transport and Deliver for the account of the Shippers to an Off-System Delivery Point(s) the net quantities Received, as specified in the ITS Service Agreement between the Shipper and Transporter.
- 2.5 UNAUTHORIZED OVERRUN SERVICE. Pursuant to this Rate Schedule, if on any Day the Shipper takes quantities in excess of (a) a daily quantity of Gas which was Nominated and Confirmed at a Delivery Point(s), or (b) the level to which Deliveries have been curtailed for the Day, such quantities shall be considered Unauthorized Overrun Service and shall be billed at the rate(s) applicable to such service.
- 2.6 RATES OF FLOW. Unless otherwise agreed, at each Receipt Point(s) and/or Delivery Point(s), each Party shall use commercially reasonable efforts to tender, or cause to be tendered, Gas at reasonably uniform hourly and Daily rates of flow, and Shipper shall use commercially reasonable efforts to cause net Receipts (after deduction for FL&U Reimbursement Quantities and other allowable in-kind deductions) to equal deliveries.
- a. At each Delivery Point(s), and unless otherwise agreed in writing, quantities for Shipper's account shall not exceed in any hour 1/24th of Scheduled Quantities at such point.

- 2.7 Service under this Rate Schedule is Interruptible and is subject to immediate Interruption by Transporter without notice, except as otherwise provided in this Tariff. Whenever circumstances permit, Transporter shall give the Shipper advance notice of Interruption of the service provided hereunder via Transporter's EBB, telephone, facsimile, e-mail or as otherwise agreed, and the Transporter shall take all actions necessary and within the Transporter's control to effectuate the Interruption of service (e.g., notify upstream and downstream Transporting Pipelines that Transporter shall not Confirm the transportation of the Shipper's Gas, etc.).
- 2.8 Service under this Rate Schedule shall be provided on a not unduly discriminatory basis.
- 2.9 Service under this Rate Schedule is subject to the provisions of this Rate Schedule, the GT&C of this Tariff, the terms of the Shipper's executed ITS Service Agreement with Transporter, and any applicable Gas transportation rules of the Colorado PUC promulgated at 4 Code of Colorado Regulations 723-4. Transporter shall not be required to perform service under this Rate Schedule on behalf of any Shipper that fails to comply with any and all of said provisions.
- 2.10 ASSIGNMENT PROVISIONS. The Rate Schedule ITS Service Agreement shall be binding upon and inure to the benefit of any successor(s), substantially as an entirety, to either Transporter or Shipper by merger, consolidation or acquisition. Either Transporter or Shipper may assign or pledge its Rate Schedule ITS Service Agreement rights and obligations under the provisions of any mortgage, deed or trust, indenture or other instrument as security for indebtedness; otherwise, neither Transporter nor Shipper shall assign any of its right, title and interest without first having obtained formal written consent of the other(s). Such consent shall not be unreasonably withheld.

3. **TERM OF ITS SERVICE AGREEMENT.** The minimum term for Rate Schedule ITS Service Agreements is one (1) month.

4. **RATES AND CHARGES FOR SERVICE**

4.1 **APPLICABLE BASIC RATES.** The applicable basic rates, including surcharges, for service under this Rate Schedule are set forth on the Statement of Rates in this Tariff, as revised from time to time.

Footnote: Moved from Sheet No. 35.

- a. **MAXIMUM AND MINIMUM RATES.** Where a maximum rate and a minimum rate have been established with respect to an applicable basic rate, the Company shall charge the Shipper a rate that is no higher than the maximum rate and no lower than the minimum rate so established. The Company shall charge the maximum rate unless otherwise agreed to in writing with the Shipper. Any discounts from the applicable maximum rate shall be granted on a not unduly discriminatory basis.
  - b. Shipper may elect to prepay its anticipated charges for service at any time.
- 4.2 **MONTHLY BILL.** Commencing with the first Monthly Billing Period in which the Shipper's ITS Service Agreement for service under this Rate Schedule is effective, and each Monthly Billing Period thereafter during the term of the Service Agreement, Transporter shall charge and the Shipper shall pay Transporter the sum of the following amounts:
- a. **USAGE CHARGE.** The monthly usage charge shall be determined by multiplying (1) the maximum rate for Rate Schedule ITS set forth on the Statement of Rates in this Tariff, as revised from time to time, or the discounted usage rate if such has been granted in reference to the ITS Service Agreement, and (2) the quantity of Gas in Dth Delivered by the Company hereunder during the Monthly Billing Period to the Shipper or for the Shipper's account at any Delivery Point, less any quantities of Gas taken which are deemed as Unauthorized Overrun Quantities pursuant to Section 2.5 of this Rate Schedule which will be billed under the provisions of Section 2 (c) of this Rate Schedule.

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b. RESERVED FOR FUTURE USE

c. UNAUTHORIZED OVERRUN CHARGE. This charge shall have both a penalty component and a service component. This charge shall be charged to Shipper with respect to Gas quantities specified in Section 2.5 of this Rate Schedule. All Unauthorized Overrun Quantities shall be subject to a service charge within the rate band established for the Rate Schedule FTS Authorized Overrun Charge as agreed to by Transporter in writing on a not unduly discriminatory basis. Quantities of Daily Unauthorized Overrun Gas taken during the Monthly Billing Period that are less than the tolerance, or for which the required notice has not been given under Section 4.2(c)(1) of this Rate Schedule, shall be subject to the service charge. In addition to the service charge, unless waived by the Transporter on a not unduly discriminatory basis for a specified period for all shippers or by specific geographic segments of the pipeline, and subject to the limitation in Section 4.2(c)(1) of this Rate Schedule, quantities of Unauthorized Overrun Gas taken on any Day in excess of five percent (5%) over the quantities specified in Section 2.5 of this Rate Schedule (“the tolerance”) shall be subject to an additional penalty charge equal to the applicable Rate Schedule ITS Unauthorized Overrun penalty rate for that Day set forth on the Statement of Rates of this Tariff, as revised from time to time. The monthly Unauthorized Overrun charge shall be the summation of the service charge and the penalty charges incurred for Daily Unauthorized Overrun service.



(1) For those Shippers whose Deliveries are not measured by electronic measurement equipment, Transporter may only assess an Unauthorized Overrun Charge on Unauthorized Overrun quantities received and/or delivered after the expiration of the notice period provided by Transporter to the Shipper that the charge will be assessed. The required notice period for such Shippers is twenty-four (24) hours; provided that Transporter may designate a shorter notice period if, in its sole and reasonable operational judgment, such is deemed necessary to protect its system.

(2) During periods when applicable Operational Flow Orders are in effect, any overruns shall be subject to the provisions of Section 30, Operational Controls, of the GT&C of this Tariff. The penalty provided in such Operational Controls section shall be in addition to the Unauthorized Overrun charges herein.

d. GENERAL RATE SCHEDULE ADJUSTMENT. With respect to Service Agreements providing Interruptible Transportation Service, the Usage Charge assessed pursuant to Sections 4.2(a) of this Rate Schedule shall be adjusted to reflect recovery of the GRSA for Rate Schedule ITS set forth in the Statement of Rates in this Tariff, as revised from time to time. The percentage adjustment of the GRSA is addressed in Section 25.1 of the GT&C of this Tariff.

4.3 LATE PAYMENT CHARGES. Any amounts billed to a Shipper that are not paid timely shall be subject to the late payment charges described in Section 6.10 of the GT&C of this Tariff.

4.4 THIRD PARTY CHARGES. Shipper may, on a not unduly discriminatory basis, be required to pay Transporter, if applicable, any charges incurred by Transporter from a third party in providing service to Shipper under this Rate Schedule. In no event shall such charges billed to Shipper exceed the amount incurred and paid by Transporter for the applicable service.

4.5 OTHER RATES, CHARGES AND FEES.

Transporter shall add to the Shipper's monthly bill any other rates, charges, fees or assessments that the Transporter is authorized to charge the Shipper under this Tariff, including reimbursement of any banking fees related to insufficient payment of bills.

4.6 FORCE MAJEURE AND BILLING. In the event of a force majeure occurrence as defined in Section 27, Limitations on Obligations, of the GT&C of this Tariff, the Shipper shall not be relieved of its obligations to make payment of amounts then due or which become due hereunder.

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4.8 IMBALANCE MANAGEMENT. In the event Transporter and Shipper are unable to resolve the Imbalance Quantities arising under the Rate Schedule ITS Service Agreement, the Imbalance Management resolution provisions of Section 29.5 of the GT&C of this Tariff shall apply.

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5. FUEL, LOST AND UNACCOUNTED-FOR GAS (“FL&U”) REIMBURSEMENT QUANTITY

5.1 Transporter shall be entitled to retain Gas from each Shipper hereunder equal to the FL&U Reimbursement Quantity as specified in this Tariff. Unless otherwise agreed to in writing, Shipper shall pay the applicable FL&U Reimbursement Quantity specified on the Statement of Rates of this Tariff. The FL&U Reimbursement Quantity will be stated as a percentage of Gas received by Transporter at the Receipt Point(s). Title to the FL&U Reimbursement Quantity shall rest in Transporter upon receipt at the Receipt Point(s) at no cost and free and clear of all adverse claims.

5.2 Transporter shall recalculate and re-determine its FL&U Reimbursement Quantity at least once annually using the prior twelve months of available data based on actual experience, as adjusted for reasonable changes. Such redetermination shall be filed with the Colorado PUC in accordance with its Rules of Practice and Procedure promulgated at 4 Code of Colorado Regulations 723-1.

5.3 Transporter shall be entitled to make additional in-kind deductions of Gas received from a Shipper as allowed by this Tariff.

6. COMMINGLING OF GAS. Transporter shall have the unqualified right to commingle the Shipper’s Gas with other Gas in the Company’s pipeline system.

7. DELEGATION. By a contract (“Agency Agreement”), a Shipper may delegate to any third party (“Agent”) responsibility for submitting and receiving invoices, notices, and confirmations, submitting Nominations and/or performing other administrative duties required by this ITS Service Agreement, subject to Section 29.6, Agency Agreements, of the GT&C of this Tariff.

8. GENERAL TERMS AND CONDITIONS. The applicable General Terms and Conditions (“GT&C”) of this Tariff are hereby incorporated in and made a part of this Rate Schedule. To the extent that said GT&C are inconsistent with the provisions of this Rate Schedule, the provisions of this Rate Schedule shall govern.

RATE SCHEDULE NNS

FIRM NO NOTICE STORAGE SERVICE

1. AVAILABILITY.

1.1 This Rate Schedule is available to and required of On-System Shippers that have executed a Rate Schedule FTS Service Agreement or a related limited-term Partial Assignment which lists one or more On-System Primary Delivery Point(s) specified on the Informational Postings section of Transporter's EBB as requiring a Rate Schedule NNS Service Agreement. Service under this Rate Schedule will be provided by Transporter on a Firm basis, when:

- a. The Shipper is an On-System Shipper under a Rate Schedule FTS Service Agreement and is required to maintain a Rate Schedule NNS Service Agreement, or Shipper has been allocated Firm storage Capacity and Firm injection and Firm withdrawal rights in accordance with the provisions of the tariff of Black Hills Colorado Gas, Inc. or its successor.
- b. After considering the retained storage requirements necessary to operate Transporter's system, Transporter has determined that it has available uncommitted storage Capacity to provide the service allocated to or requested by the Shipper, without detriment to any other Firm service commitments.
- c. Shipper has executed a Rate Schedule NNS Service Agreement in the form of Service Agreement contained in this Tariff or has executed a related limited-term Partial Assignment thereof. The Shipper under the related limited-term Partial Assignment will be deemed to have executed a Rate Schedule NNS Service Agreement under this Tariff. Section 3.2 of Rate Schedule FTS in this Tariff describes the execution process for the related limited-term Partial Assignment.

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- d. Shipper has met the creditworthiness requirements specified in Section 4, Creditworthiness, Related Deposits, and Other Credit Assurances, of the GT&C of this Tariff.
- e. Service under this Rate Schedule is not available to Balance or otherwise support Off-System Rate Schedule FTS activity.
- f. Shipper holds Rate Schedule FTS Service Agreement or a related limited-term Partial Assignment sufficient to allow the Firm injection of storage Gas and the Firm withdrawal of storage Gas. The term of the Rate Schedule FTS Service Agreement(s) must be coterminous with the term of the Rate Schedule NNS Service Agreement. The Transporter will provide to the Shipper the associated and related administrative contract number for both the Rate Schedule FTS service and the Rate Schedule NNS service to be used in Transporter's back-office business processes including nominations, scheduling, invoicing and payment.

## 2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule NNS shall apply to Firm Storage Service rendered by Transporter to Shipper under a Rate Schedule NNS Service Agreement and shall consist of defined storage rights including (1) a Maximum Available Storage Capacity (“MAC”) to store Shipper’s Gas in Place working inventory; (2) a Maximum Daily Withdrawal Quantity (“MDWQ”); (3) a Maximum Daily Injection Quantity (“MDIQ”); (4) a maximum Available Daily Withdrawal Quantity (“ADWQ”) that is available on a variable scale between the MDWQ and zero at specified inventory Gas In Place levels as defined by the Storage Reservoir Inventory Performance Limits Chart provided on Transporter’s EBB; and (5) a maximum Available Daily Injection Quantity (“ADIQ”) that is available on a variable scale between the MDIQ and zero at specified inventory Gas in Place levels as defined by the Storage Reservoir Inventory Performance Limit Chart provided on Transporter’s EBB. The Shipper’s daily storage rights are dependent upon the amount of Gas In Place working inventory held for the Shipper’s account in storage by Transporter and it shall be the Shipper’s responsibility to maintain an amount of Shipper’s Gas In Place working inventory level sufficient to satisfy the Shipper’s needs. Shipper shall hold Transporter harmless and shall indemnify Transporter for costs or damages which may directly or indirectly arise out of or which relate to Shipper’s failure to maintain a sufficient quantity of Gas In Place in storage inventory to satisfy its needs.

- a. Shipper’s Rate Schedule NNS Service Agreement rights as detailed in the Rate Schedule NNS Service Agreement shall be stated in both Mcf at 14.73 p.s.i.a. and Dth. Transporter shall have the right to adjust the Dth storage rights quantity if there is a material change, in Transporter’s sole and reasonable operational judgment, in the average thermal content of Gas in storage (“ATC”) or the heating value of Gas on the pipeline system, as provided for in the Section 14 of the GT&C of this Tariff.

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- 2.2 Unless otherwise posted on Transporter's EBB, due to operational limitations, in Transporter's sole and reasonable judgment, no nominated withdrawal will be allowed during approximately the months of May through September of each year and load-following withdrawals will be limited during these same periods to quantities made available by offsetting injections associated with other Shippers or with the Transporter's retained storage.
- 2.3 Shipper may exercise its withdrawals from storage and may exercise its injections into storage by one of two alternative Tariff processes; the nominations and scheduling process established in Section 18 of the GT&C of this Tariff or the no notice service process established in this Rate Schedule. If the Shipper uses the scheduling procedures set forth in Section 18 of the GT&C of this Tariff, Shipper shall Nominate Gas to and from the storage injection and withdrawal location point and/or, alternatively, Transporter shall make Deliveries to and from storage on a no-notice basis sufficient to clear prior day Rate Schedule APAL accumulated quantities or to balance the Receipts and Deliveries of Shipper's Rate Schedule FTS On-System activity.
- a. If a nomination to the storage injection or withdrawal point is made and the Nomination is confirmed, such nominated quantity shall be assumed the first Gas injected or withdrawn from the Shipper's storage account for the Gas Day. The next Gas assumed to be injected or withdrawn from the Shipper's storage account shall be the clearing of prior Days' Parked or Loaned quantities on the Shipper's Rate Schedule APAL Service Agreement. The next Gas assumed to be injected or withdrawn from the Shipper's storage account shall be the Imbalance Quantities for the current Gas Day, subject to the storage entitlements of each Shipper. If storage injection or withdrawal nominations and confirmations are made, the net injections or net withdrawals of the combined net scheduled quantities and no-notice quantities shall be used to invoice the usage commodity injection or withdrawal charge as provided in Section 4.2 of this Rate Schedule.

- b. Each Day, No-Notice injection shall be made by Transporter for Shipper's account up to the ADIQ level to clear all or any part of the prior Day's Rate Schedule APAL accumulated Parked quantities and/or the sum of the allocated daily amount of Shipper's Receipts, net of FL&U, that exceed the sum of the allocated daily amount of Shipper's Deliveries (Imbalance Quantities - Pack) in total for Shipper's FTS Service Agreement, so long as the Shipper's MAC has not been exceeded. The Shipper's Gas in Place inventory account shall be adjusted to reflect such injection. If the ADIQ or MAC has been exceeded, then the APAL accumulated quantities and/or the Imbalance Quantities not injected on a no-notice basis pursuant to this Section of the Rate Schedule shall be accounted-for under the Shipper's Rate Schedule APAL service.
  
- c. Notwithstanding the provisions of Section 2.2 of this Rate Schedule, each Day, No-Notice withdrawal shall be made by Transporter for Shipper's account up to the ADWQ level to clear all or any part of the prior Day's Rate Schedule APAL accumulated Loaned quantities and/or the sum of the allocated daily amount of Shipper's Receipts that exceed the sum of the allocated daily amount of Shipper's Deliveries (Imbalance Quantities - Draft) in total for Shipper's Rate Schedule FTS transportation services, so long as the Gas in Place remains equal to or above zero. At no time shall Shipper be allowed to have a negative Gas in Place balance. If the ADWQ has been exceeded, then the Imbalance Quantities not withdrawn on a no-notice basis pursuant to this section shall be accounted-for under the Shipper's Rate Schedule APAL service.



- d. If a nominated and confirmed scheduled quantity cannot be accommodated due to an after-the-fact change in the Shipper's storage limits relative to MAC, ADIQ and ADWQ following the final allocation of Gas quantities (generally available in three (3) Business Days), the scheduled quantity shall be tested against any load-following no notice activity to determine if any overrun activity relative to the Shipper's MAC, ADIQ and ADWQ has occurred. If such an overrun(s) has occurred, the nominated quantity shall be reduced or offset by clearing the excess quantity to the Rate Schedule APAL account to eliminate the overrun(s).

2.4 ADWQ Limits, ADIQ Limits and Compliance with Storage Reservoir Inventory Performance Limit Chart

- a. The Storage Reservoir Inventory Performance Limit Chart is shown on the Transporter's EBB. The supporting tables are stated in Section 2.4(b) below. The Storage Reservoir Inventory Performance Limit Chart details the required Gas in Place working Gas inventory limits at various points in time for each Shipper.
- b. The Storage inventory requirements are provided below. The maximum inventory plan and the minimum inventory plan define the upper and lower range in which the Rate Schedule NNS must operate over the twelve month period and over the injection and withdrawal seasons:



(1) Each individual Shipper's ADIQ and ADWQ shall be determined by the ratio of the Shipper's MAC as defined in the Shipper's Rate Schedule NNS Service Agreement stated as a percentage of the 1,060,000 Dth total MAC for all Shippers under this Rate Schedule. To determine the individual Shipper's ADIQ and ADWQ within the Inventory plan, Shipper shall multiply such computed Shipper specific percentage by the ADIQ and ADWQ at the various Gas in Place levels for all Shippers as described herein.

(2) Inventory Plan, including ADIQ and ADWQ

For the period December 1 through December 15, inclusive, each Shipper must achieve and maintain a minimum required Gas in Place equal to that Shipper's proportionate percentage share of 559,590 Dth. This minimum Gas in Place for each Shipper shall be a whole number and shall be computed by (1) by dividing Shipper's MAC by 1,060,000 Dth and (2) multiplying that computed percentage by 559,590 Dth.

For the period December 16 through the end of February, inclusive, each Shipper must achieve and maintain a minimum required Gas in Place equal to that Shipper's proportionate percentage share of 69,000 Dth.

For the period May 1 through May 15, inclusive, of each year, each Shipper must have reduced and maintained its Gas in Place to equal a level no greater than 10% of Shipper's MAC but in no event less than zero.

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Failure by the Shipper to comply with the terms and conditions of this Section 2.4(b)(2) may result in Transporter issuing a Shipper specific OFO, as defined in Section 30.3(e) of the GT&C of this Tariff.

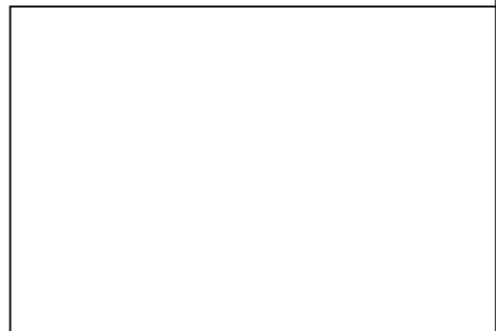
ADWQ FORMULA: The Shipper's ADWQ shall equal Shipper's MDWQ, subject to having sufficient Gas in Place to allow such withdrawals.

ADIQ FORMULA: Subject to the storage limitations described herein, the ADIQ shall vary as Gas in Place varies as follows:

Gas in Place (GIP) as a % of MAC	Shipper Percentage (SP)	Total ADIQ	Shipper ADIQ
≤ 60%	Shipper MAC/1,060,000	11,730	11,730*SP
> 60% and ≤ 75%	Shipper MAC/1,060,000	8,800	8,800*SP
> 75% and ≤ 88%	Shipper MAC/1,060,000	5,865	5,865*SP
> 88% and ≤ 100%	Shipper MAC/1,060,000	2,930	2,930*SP

- c. The ADIQ formula details the change in available firm injection quantity at various levels of working Gas inventory. The Shipper's ability to inject gas into storage shall be changed pursuant to the ADIQ formula detailed herein depending on the Shipper's Gas in Place.

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d. Shipper shall not exceed the Storage Reservoir Inventory Performance Limit Plan as provided in Section 2.4.b of this Rate Schedule. If the Shipper exceeds the limits, Transporter shall seek Shipper's immediate cooperation to bring Shipper's Gas in Place working Gas storage inventory into compliance with the limit(s), if necessary.

(1) If Shipper's minimum required Gas in Place referenced in Section 2.4.b(2) is not met or maintained, the Shipper's ADWQ shall be automatically reduced by the percentage indicated in the table below until such time as the Shipper's minimum required Gas in Place meets the required inventory level.

Shipper Inventory Level % of MAC	Shipper ADWQ Ratchet
Greater than or equal to 10%	100%
Less than 10%	0%

(2) Shippers with restricted ADWQ may be required to obtain additional supply from alternate receipt points as designated by Transporter under the circumstances set forth in Section 30.3 of the General Terms and Conditions of this Tariff.

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- e. If Transporter determines, in its sole and reasonable judgment, that it is able to offer a higher end of period level for a given annual storage cycle, as specified in Section 2.4(b)(2)(above), then Transporter may post the more flexible operating condition on its EBB and may specify the higher end of Withdrawal Period Gas in Place level the Shipper may maintain at the end of said Withdrawal Period. By December 1 of each year, Shipper shall have injected sufficient Gas such that Shipper's Gas in Place working Gas storage inventory is at a level no less than 65.0% of the Shipper's MAC ("required end of Injection Period Gas in Place").
- f. Periodically, as primarily influenced by semi-annual bottom-hole shut-in tests, Transporter may evaluate its storage reservoir to determine if, in its sole and reasonable judgment, the MAC, MDIQ, MDWQ contract entitlements, and/or the Storage Reservoir Inventory Performance Limits Plan may be changed. If so required as a result of ongoing storage field operating performance, Transporter may reduce any of such contract entitlements at any one time by no greater than 10%, unless a force majeure event requires additional change in contract rights.

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- 2.5 Subject to operational limitations, including operational restrictions described in Section 2.2 of this Rate Schedule, Shipper may withdraw during the Injection Period and may inject during the Withdrawal Period if the storage inventory limits and the Shipper's contract entitlements so allow.
- 2.6 At the end of the Shipper's firm NNS Service Agreement term, Shipper must have withdrawn 100% of all Gas in Place and the Shipper must operate within the Inventory Limits and the ADWQ and ADIQ charts to allow such withdrawals by the contract termination date. If Shipper has not withdrawn or otherwise transferred such quantities at the end of the term of the Rate Schedule NNS Service Agreement, the Gas in Place may be transferred to Transporter's Retained Storage Account at a mutually agreeable price if Transporter's Retained Storage Account so allows or may be withdrawn by Transporter and retained by Transporter as its sole property at no cost and free and clear of any and all adverse claims.
- 2.7 **AUTHORIZED AND UNAUTHORIZED OVERRUN SERVICE PROHIBITED.** Neither authorized nor unauthorized overrun service shall be available under this Rate Schedule. Shipper may use Rate Schedule MCS to meet its service requirements.

2.8 TRANSFER OF GAS IN PLACE. A Shipper may sell Gas in Place to Transporter at any time if Transporter has need of the Gas in Place to support system operations as provided in Section 31, Operational Purchases and/or Sales, of the GT&C of this Tariff. After request and upon approval of Transporter, Shipper may transfer NNS Gas in Place to a MCS Park Transaction Request or from a MCS Loan Transaction Request to NNS Gas in Place, providing for gas to be Parked or Loaned at Transporter's Storage injection or withdrawal MCS points. Shipper may also sell and transfer Gas in Place at any time to any other Rate Schedule NNS Shippers, on a prospective basis, pursuant to their Rate Schedule NNS Service Agreement and to this Rate Schedule, provided that:

- a. The selling Shipper has title to the Gas in Place.
- b. The selling Shipper has all necessary authority to sell the Gas in Place.
- c. The sale of the Gas in Place to the purchasing Shipper will not cause the purchasing Shipper to exceed the Storage Maximum Reservoir Inventory Limit of the purchasing Shipper's MAC.
- d. Both the Selling Shipper and the Purchasing Shipper submit a notification by written or electronic means of the proposed transfer in place to Transporter in accordance with the normal nomination deadlines, with such notification reciting compliance with this Section 2.8 of Rate Schedule NNS and providing the effective date, the quantity of Gas to be transferred in place, the name of the counterparty and the counterparty's NNS Service Agreement number. Upon receipt of such notification, Transporter shall confirm the Gas in Place of both parties is sufficient to honor the Transfer in Place and that the transfer does not adversely impact system operations.

### ASSIGNMENT PROVISIONS

- 3.1 The Rate Schedule NNS Service Agreement shall be binding upon and inure to the benefit of any successor(s), substantially as an entirety, to either Transporter or Shipper by merger, consolidation or acquisition. Either Transporter or Shipper may assign or pledge its Rate Schedule NNS Service Agreement rights and obligations under the provisions of any mortgage, deed or trust, indenture or other instrument as security for indebtedness; otherwise, neither Transporter nor Shipper shall assign any of its right, title and interest without first having obtained formal written consent of the other(s). Such consent shall not be unreasonably withheld.
- 3.2 Specific Limited-Term Partial Assignment in Support of the Black Hills Colorado Gas, Inc. End-Use Transportation Service Program.
- a. Transporter shall allow a limited-term Partial Assignment of specified contract entitlements from Black Hills Colorado Gas, Inc. to an On-System Contract Assignee. The terms of the assignment between Black Hills Colorado Gas, Inc. and the On-System Contract Assignee are governed by the Colorado PUC approved tariff of Black Hills Colorado Gas, Inc. The provisions and requirements associated with the related limited-term Partial Assignment for this Rate Schedule NNS are described in Section 3.2 of Rate Schedule FTS.

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4. STORAGE SERVICE CHARGE.

4.1 APPLICABLE BASIC RATES. The applicable basic rates for service under this Rate Schedule NNS are set forth on the Statement of Rates in this Tariff as revised from time to time.

- a. Rate Schedule NNS is not discountable.
- b. Shipper may elect to prepay its anticipated charges for service at any time.

4.2 MONTHLY BILL. Commencing with the first Monthly Billing Period in which the Shipper's NNS Service Agreement for service under this Rate Schedule is effective, and each Monthly Billing Period thereafter during the term of the Service Agreement, Transporter shall charge to Shipper and the Shipper shall pay to Transporter the sum of the following amounts:

- a. FIRM STORAGE RESERVATION CHARGE. Each Month, Shipper shall be charged an amount obtained by multiplying the applicable Firm Storage Reservation Charge as set forth in Rate Schedule NNS by the Shipper's MDWQ as set forth in the NNS Service Agreement.
- b. USAGE CHARGE. Each Month, Shipper shall pay the following usage charges, as appropriate:
  - (1) Quantity Injection Charge – The Quantity Injection Charge shall be equal to (1) the amount of the daily net injection quantities, multiplied by (2) the Injection Usage Rate set forth in the Rate Schedule NNS Service Agreement.
  - (2) Quantity Withdrawal Charge – The Quantity Withdrawal Charge shall be equal to (1) the amount of the daily net withdrawal quantities, multiplied by (2) the Withdrawal Usage Rate set forth in the Rate Schedule NNS Service Agreement.

c. REVENUE ADJUSTMENT MECHANISM CREDIT. The monthly Revenue Adjustment Mechanism credit (RAM-NNS Credit) shall apply to Service Agreements providing for No Notice Storage Service and shall be determined in accordance with Section 22 of the GT&C of this Tariff.

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- 4.3 OTHER RATES, CHARGES and FEES. Transporter shall add to the Shipper's monthly bill any other rates, charges, fees or assessments that the Transporter is authorized to charge the Shipper under this Tariff, including reimbursement of any banking fees related to insufficient payment of bills.
- 4.4 FORCE MAJEURE AND BILLING. In the event of a force majeure occurrence as defined in Section 27, Limitations on Obligations, of the GT&C of this Tariff, the Shipper shall not be relieved of its obligations to make payment of amounts then due or which become due hereunder.
- 4.5 SEASONAL RATE OPTION. On-System Shipper or On-System Assignee may elect to be charged the Firm Storage Reservation Charge under the Seasonal Rate Option wherein a higher Firm Storage Reservation Charge, as set forth on the Statement of Rates, shall be applied to the contract MDTQ for the months of October through March and a lower Firm Storage Reservation Charge, as set forth on the Statement of Rates, shall be applied to the contract MDTQ for the months of April through September. Such election shall be the same as the election made for Firm Transportation Service and shall be effective June 1 of each year and shall not be altered until the following June 1 of each year.
5. COMMINGLING OF GAS. Transporter shall have the unqualified right to commingle the Shipper's gas with other gas in the Transporter's storage field.
6. DELEGATION. By a contract ("Agency Agreement") a Shipper may delegate to any third party ("Agent") responsibility for receiving invoices, notices, and confirmations, submitting nominations and/or performing other administrative duties required by the NNS Service Agreement, subject to Section 29.6, Agency Agreements, of the GT&C of this Tariff.
7. GENERAL TERMS AND CONDITIONS. The applicable General Terms and Conditions ("GT&C") of this Tariff, except as modified in the Agreement, are hereby incorporated in and made a part of this Rate Schedule. To the extent that said ~~GT&C are inconsistent with the~~ provisions of this Rate Schedule, the provisions of this Rate Schedule shall govern.

## RATE SCHEDULE APAL

### INTERRUPTIBLE AUTOMATIC PARK AND LOAN LOAD-FOLLOWING SERVICE

#### 1. AVAILABILITY

1.1 This Rate Schedule is available to and required of an On-System Shipper that has executed a Rate Schedule FTS Service Agreement or a related limited-term Partial Assignment thereof. The service provides for the Interruptible Automatic Park and Loan service on a load-following basis, subject to available operational flexibility and Capacity, when Shipper requires Rate Schedule APAL Service to Balance its On-System Rate Schedule FTS Receipts of Gas and Deliveries of Gas, and when:

- a. Transporter has the operational flexibility to provide the Interruptible Rate Schedule APAL Service without detriment or disadvantage to system operational needs and to its Shippers using other Tariff services.
- b. Shipper has completed, executed and submitted to Transporter a Rate Schedule APAL Service Agreement (“APAL Service Agreement”) using the form of Service Agreement contained in this Tariff or Shipper has been deemed to have executed a Rate Schedule APAL Service Agreement by execution of a related limited-term Partial Assignment. Section 3.2 of Rate Schedule FTS describes the execution process for the related limited-term Partial Assignment.
- c. Shipper has met the creditworthiness conditions specified in Section 4, Creditworthiness, Related Deposits, and Other Credit Assurances, of the GT&C of this Tariff. To determine needed credit coverage, the highest monthly accumulated net daily Imbalance Quantities transferred to a Rate Schedule APAL account for the Shipper times twelve times the latest average annual cash out price shall be used, if available, or Transporter may otherwise establish a commercially reasonable credit limit. Transporter may immediately invoice Shipper to Cash Out any Rate Schedule APAL quantities which exceed the credit limit.

## 2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule APAL shall apply to the Automatic Park and Loan Service rendered by the Transporter to Shipper on an Interruptible basis subject to the limitations set forth in the Rate Schedule APAL Service Agreement, this Rate Schedule APAL and the GT&C of this Tariff.

- a. Rate Schedule APAL service is subject to Interruption at any time and such Interruptions may be in effect for extended periods of time. Interruptions may include decreasing, temporarily suspending or discontinuing the Receipt or Delivery of Rate Schedule APAL Gas if Transporter, in Transporter's sole and reasonable judgment, determines that such action is necessary to maintain system integrity or when a higher priority service so requires. Upon the determination that the Rate Schedule APAL service cannot be supported due to operational reasons, Transporter shall post in the Informational Notices section on Transporter's EBB no later than the timely cycle nomination deadline to be effective the next Gas Day. Transporter shall post a related notice when the Rate Schedule APAL service shall be reinstated.

b. APAL Park or Loan quantities shall result from the difference between allocated Receipt and Delivery Quantities (“Imbalance Quantities”; as defined in Section 2.38 of the GT&C of this Tariff) applicable to the Shipper’s Rate Schedule FTS and NNS Service Agreement(s), provided however, that imbalance quantities that result from prior period adjustments shall be resolved as provided for in Section 5.1(i) of Rate Schedule FTS. Generally, Imbalance Quantities for the production month shall be determined in three (3) Business Days as a result of the expected Gas allocation business processes. The related Rate Schedule FTS and/or NNS Service Agreement, if available to a Shipper, shall be used to first balance and resolve any APAL quantities from a previous Gas Day and then to balance quantities for the current Gas Day before the use of the Rate Schedule APAL service shall be permitted. If the allocated Receipts exceed allocated Deliveries (“Imbalance Quantities - Pack”), the Imbalance Quantities will be Parked on the System. If the allocated Deliveries exceed allocated Receipts (“Imbalance Quantities - Draft”) the Imbalance Quantities will be Loaned on the system. The Imbalance Quantities for each Day following allocation under all Shipper Transportation Service Agreements shall be accumulated and netted and shall be transferred from the FTS Service Agreement to the NNS Service Agreement, if applicable, then to the APAL account (unless APAL has been suspended as set forth below) and will be balanced as one quantity each Day at the Park Point and/or Loan Point designated for the period. The individual accumulated daily Park or Loan balance from the prior Gas Day shall be cleared each Day first through the current Gas Day Rate Schedule FTS activity and next through the Rate Schedule NNS storage account if it is available, and if not so cleared shall be accumulated over the Month into a net accumulated Park or Loan position under the Rate Schedule APAL Service Agreement.

(1) The Shipper, after first providing adequate documentation, may request waiver of Rate Schedule APAL charges (1) when the allocation of quantities for the production month occurs, which is expected to occur three (3) Business Days following the date of physical flow, but before the production month is closed on or about the twelfth Business Day of the month and (2) where such later allocated quantities result in material Rate Schedule APAL charges outside of the Shipper's control and caused by the allocation process. Transporter will consider such waiver and if Transporter grants such a waiver, the waiver will be granted in a not unduly discriminatory manner.

2.2 APAL service hereunder is only available at Transporter's designated APAL Park Points or Loan Points.

2.3 Park and Loan Services available under this Rate Schedule include:

- a. Park Service – Park Service shall consist of the daily allocation and quantification of a net Imbalance Quantity(s) due Shipper from Transporter under an On-System Rate Schedule FTS Service Agreement(s), the transfer of such quantity(s) to the Rate Schedule APAL Service Agreement, the Park of such quantity(s) to the designated Park Point, the holding of such quantity(s) for Shipper’s account, and the Un-parking of the Parked quantity(s) to Shipper by Transporter from the designated Park Point. Quantities Parked may also be resolved by the transfer procedures or Cash Out procedures as provided in Section 29.5, Imbalance Management, of the GT&C of this Tariff.
- b. Loan Service – Loan Service shall consist of the daily allocation and quantification of a net Imbalance Quantity(s) due Transporter from Shipper under an On-System Rate Schedule FTS Service Agreement(s), the transfer of such quantity(s) to the Rate Schedule APAL Service Agreement, the Loan of such quantity(s) to the designated Loan Point, the holding of such quantity(s) for Shipper’s account, and Shipper’s Payback of the Loaned quantity(s) to Transporter from the designated Loan Point. Quantities Loaned may also be resolved by transfer procedures or the Cash Out procedures as provided in Section 29.5, Imbalance Management, of the GT&C of this Tariff.

- 2.4 Service rendered under an APAL Service Agreement under this Rate Schedule shall be provided for a minimum one (1) year term. The term shall be provided in the Agreement executed between Transporter and Shipper and must be coterminous with the longest term of a currently-effective On-System Rate Schedule FTS Service Agreement executed by Shipper.
- 2.5 In the event that Park Quantities have not been returned to the Shipper or Loan Quantities have not been returned to Transporter at the termination date of the Rate Schedule APAL Service Agreement, Transporter and Shipper may mutually agree to an extended time frame and/or modified terms to resolve the Park or Loan Quantities, provided however such resolution shall be transferred to and accomplished through a Rate Schedule MCS Master Service Agreement and Transaction Request. By executing a new MCS Transaction Request to permit the transfer of Rate Schedule APAL quantities, Shipper shall use such Transaction Request to payback Loan Quantities or Transporter to return such Park Quantities.
- a. In the event any Parked Quantity has not been redelivered to Shipper by the Transaction Request termination date and no mutually agreed extension or transfer has occurred, the Parked Quantity shall become the property of the Transporter at no cost to Transporter free and clear of any and all adverse claims.
- b. In the event any Loan Quantity has not been redelivered to Transporter by the Transaction Request termination date and no mutually agreed extension or transfer has occurred, the Loan Quantity shall be cashed out at the highest Cash Out price (using the Cash Out indices defined in Section 29.5 of the GT&C of this Tariff) of the following and shall be invoiced at the next billing cycle.



- (1) The Daily Cash Out Index Price on the date(s) the Loan occurred.
- (2) The Daily Cash Out Index Price on the termination date of the Rate Schedule APAL Transaction Request.
- (3) The Daily Cash Out Index Price on the date Transporter made replacement purchases for the Loan amount.
- (4) The average Daily Cash Out Index Price for the Month in which the Loan occurred.
- (5) The average Daily Cash Out Index Price for the Month in which the Rate Schedule APAL Agreement terminated.

### 3. ASSIGNMENT PROVISIONS

3.1 The Rate Schedule APAL Service Agreement shall be binding upon and inure to the benefit of any successor(s), substantially as an entirety, to either Transporter or Shipper by merger, consolidation or acquisition. Either Transporter or Shipper may assign or pledge its Rate Schedule APAL Service Agreement rights and obligations under the provisions of any mortgage, deed or trust, indenture or other instrument as security for indebtedness; otherwise, neither Transporter nor Shipper shall assign any of its right, title and interest without first having obtained formal written consent of the other(s). Such consent shall not be unreasonably withheld.

3.2 Specific limited-term Partial Assignment in Support of the Black Hills Colorado Gas, Inc. End-Use Transportation Service Program.

a. Transporter shall allow a limited-term Partial Assignment of specified contract entitlements from Black Hills Gas Distribution, LLC to an “On-System Contract Assignee”. The terms of the assignment between Black Hills Colorado Gas, Inc. and the On-System Contract Assignee are governed by the Colorado PUC approved Tariff

of Black Hills Colorado Gas, Inc. The provisions and requirements associated with the related limited-term Partial Assignment for service under Rate Schedule APAL are described in Section 3.2 of Rate Schedule FTS.

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#### 4. AUTOMATIC PARK AND LOAN SERVICE CHARGES

4.1 APPLICABLE BASIC RATES. The applicable basic rates, including surcharges, for services under this Rate Schedule are set forth on the Statement of Rates in this Tariff, as revised from time to time.

a. Rate Schedule APAL is not discountable.

b. Shipper may elect to pre-pay its anticipated charges for service at any time.

4.2 The minimum daily service charge shall not be zero, unless Transporter has waived one or more of the daily charges, including as required by Section 4.5 of this Rate Schedule. The maximum daily service charge shall be determined by operating conditions and by tiers.

a. Unless a Critical Condition Alert has been issued, a system OFO has been issued or unless a Shipper specific OFO has been issued, to the extent the end-of-day accumulated Park or Loan Quantity, as determined after allocations, is less than or equal to 10% of the total daily allocated deliveries under all of the Shipper's FTS Service Agreement(s) for such Gas Day, 10% of the Rate Schedule APAL rate as stated on the Statement of Rates tariff sheet shall be multiplied by and applied to the accumulated end-of-day net Rate Schedule APAL quantity.

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- b. Unless a Critical Condition Alert has been issued, a system OFO has been issued or unless a Shipper specific OFO has been issued, to the extent the end-of-day accumulated Park or Loan Quantity, as determined after allocations, is greater than 10% of the total daily allocated deliveries under all of the Shipper's FTS Service Agreement(s) for such Gas Day, the charge shall be equal to the sum of two charge tiers as follows: (Tier 1) 10% of the Rate Schedule APAL rate as stated on the Statement of Rates tariff sheet shall be multiplied by and applied to the end-of-day accumulated Park or Loan quantity equal to 10% of the total daily allocated deliveries under all of the Shipper's FTS Service Agreement(s) for such Gas Day and (Tier 2) 100% of the Rate Schedule APAL rate as stated on the Statement of Rates tariff sheet shall be multiplied by and applied to the accumulated end-of-day net Rate Schedule APAL quantity above the quantities charged in Tier 1 above.
- c. If a Critical Condition Alert has been issued, if a system OFO has been issued or if a Shipper specific OFO has been issued, to the extent the end-of-day accumulated Park or Loan Quantity, as determined after allocations, is less than or equal to 10% of the total daily allocated deliveries under all of the Shipper's FTS Service Agreement(s) for such Gas Day, 100% of the Rate Schedule APAL rate as stated on the Statement of Rates tariff sheet shall be multiplied by and applied to the accumulated end-of-day net Rate Schedule APAL quantity.

d. If a Critical Condition Alert has been issued, if a system OFO has been issued or if a Shipper specific OFO has been issued, to the extent the end-of-day accumulated Park or Loan Quantity, as determined after allocations, is greater than 10% of the total daily allocated deliveries under all of the Shipper's FTS Service Agreement(s) for such Gas Day, 150% of the Rate Schedule APAL rate as stated on the Statement of Rates tariff sheet shall be multiplied by and applied to the accumulated end-of-day net Rate Schedule APAL quantity, unless Transporter has posted a specific APAL OFO requirement, in which case the Rate Schedule APAL daily Park and/or Loan allocated quantities for each Shipper for such Gas Day shall be cashed out at the highest (for Loans) or lowest (for Parks) of the mid-point Gas Daily index price for that Gas Day using the price at the CIG-Rockies location, the NW-Southwest of Green River location or the El Paso-San Juan pricing location.

4.3 Any surcharges that may be applicable to this Rate Schedule shall be noted on the Statement of Rates Tariff sheet(s).

- 4.4 **OVERRUN CHARGES.** No Authorized or Unauthorized Overrun charges are applicable to this Rate Schedule.
- 4.5 **DAILY CHARGE UNDER SPECIAL CIRCUMSTANCES.** (i) If on any Day Transporter has suspended the availability of the Rate Schedule APAL service, the daily charge on the total accumulated Park or Loan Quantity for that Day shall be \$0.000, unless otherwise agreed. (ii) If on any Day, Transporter has issued a Critical Day Notice where Transporter declares a low line pack condition, the daily charge on the accumulated Park Quantity, if any, for that day shall be zero unless Transporter has posted or e-mailed a notice that Rate Schedule APAL rate waivers shall not be applicable during the critical event. (iii) If on any Day Transporter has issued a Critical Day Notice where Transporter declares a high line pack condition, the daily charge on the accumulated Loan Quantity, if any, for that day shall be zero unless Transporter has posted or e-mailed a notice that Rate Schedule APAL rate waivers shall not be applicable during the critical event.
- 4.6 **OTHER RATES, CHARGES and FEES.** Transporter shall add to the Shipper's monthly bill any other rates, charges, fees or assessments that the Transporter is authorized to charge the Shipper under this Tariff, including reimbursement of any banking fees related to insufficient payment of bills.

4.7 FORCE MAJEURE AND BILLING. In the event of a force majeure occurrence as defined in Section 27, Limitations on Obligations, of the GT&C of this Tariff, the Shipper shall not be relieved of its obligations to make payment of amounts then due or which become due hereunder.

5. BALANCING AND RESOLUTION OF RATE SCHEDULE APAL QUANTITIES

5.1 Shippers are expected to balance and match their Rate Schedule FTS and NNS Receipts and Deliveries as nearly as possible each Day and to further take action to cause any APAL balance to approach zero at the end of each calendar month. Shipper and Transporter shall take the listed actions to facilitate such monthly clearing of APAL balances.

- a. Transporter shall provide each Rate Schedule APAL Shipper with daily and accumulated Rate Schedule APAL balances following allocation of Receipt and Delivery Points, determination of Imbalance Quantities and transfer of such quantities to the Rate Schedule APAL Service Agreement.
- b. Each Day that allocated quantities become available to Shippers (generally three (3) Business Days after flow), Transporter shall determine whether the cumulative Rate Schedule APAL balance for each Shipper can be cleared against that Shipper's Rate Schedule FTS Imbalance Quantity, if any, or cleared into that Shipper's Rate Schedule NNS Service Agreement, if available, and each day Transporter shall make such clearing transfers for the Shipper's account if possible so long as the Shipper's MAC, ADIQ or ADWQ has not been exceeded on any Day as also addressed in Rate Schedule NNS.

- c. In the event Shipper has been unable to reduce (move towards a zero position) accumulated Rate Schedule APAL Park or Loan quantities from the end of one calendar month to the end of the next calendar month, the Shipper must resolve the unchanged Rate Schedule APAL Park or Loan quantity by one of two alternative means. For purposes of this provision, Park Quantities and Loan Quantities will be reviewed independently. For example, a change from an end-of-month Park position to an end-of-month Loan position (or vice versa) will be considered a reduction in Rate Schedule APAL quantities. If the Shipper does not indicate to Transporter which of the two alternative means has been selected, the Shipper will be deemed to have requested the second alternative means of resolving the unchanged Park or Loan Quantity. The two alternative means are (1) the Shipper may transfer of the end of month unchanged accumulated quantities to a maximum rate, Rate Schedule MCS Service Agreement (the Shipper also must complete a related specific Rate Schedule MCS Transaction Request) and such transfer must take place on or after the ninth (9<sup>th</sup>) Business Day when such end of month Rate Schedule APAL quantities are available. Transporter shall honor the Shipper's request if the circumstances permit; provided that Transporter has not required Shipper to cash-out or otherwise resolve such quantities as addressed in Section 30, Operational Controls, of the GT&C of this Tariff; or (2) The Shipper may request that Transporter Cash-Out the unchanged Rate Schedule Park or Loan quantity. If the Shipper requests such Cash-Out of the unchanged Park or Loan quantity, the Cash-out will occur on the twelfth (12<sup>th</sup>) business day and the following Cash-Out prices will apply:

- (1) For Unchanged Park Quantities: Using the average first of month price, computed by averaging the first of month price from Inside FERC's Gas Market Report relative to the CIG Rockies, NW Rockies, El Paso San Juan and Questar Rockies locations, the lowest of two monthly prices will be selected and 75% of the lowest of those two monthly prices will be used in the Cash-Out process. The two months compared will be the month the APAL Park quantity was unchanged and the month the Cash-Out occurred.
  - (2) For Unchanged Loan Quantities: Using the average first of month price, computed by averaging the first of month price from Inside FERC's Gas Market Report relative to the CIG Rockies, NW Rockies, El Paso San Juan and Questar Rockies locations, the highest of two monthly prices will be selected and 125% of the highest of those two monthly price will be used in the Cash-Out process. The two months compared will be the month the APAL Loan quantity was unchanged and the month the Cash-Out occurred.
- d. If a nominated and confirmed scheduled quantity cannot be accommodated due to an after-the-fact change in the Shipper's storage limits relative to MAC, ADIQ and ADWQ following the final allocation of Gas quantities (generally available in three (3) Business Days), the scheduled quantity shall be measured against any load-following no-notice activity to determine if any overrun activity relative to the Shipper's MAC, ADIQ and ADWQ has occurred. If such an overrun(s) has occurred, the nominated quantity shall be reduced or offset by clearing the excess quantity to the Rate Schedule APAL account to eliminate the overrun(s).



6. SCHEDULING AND INTERRUPTION OF RATE SCHEDULE APAL SERVICE

6.1 Shipper shall not be required to nominate Rate Schedule APAL service under this Rate Schedule in accordance with the nomination procedures of the GT&C. Rate Schedule APAL Service shall be a load following service whereby Park and Loan quantities shall be automatically recorded for the Shipper's account as described in this Rate Schedule so long as Transporter has not suspended the availability of the Rate Schedule APAL service.

6.2 If Rate Schedule APAL service is to be interrupted in a Critical Operating Condition on one or more segments of the pipeline, Transporter shall post on its EBB the particulars related to the interruption, including areas impacted by such interruption. If the Rate Schedule APAL service is interrupted in whole or in part such that the Imbalance Quantities on the Shipper's Rate Schedule FTS or NNS Service Agreement(s) may not be transferred to the Rate Schedule APAL account(s), the Imbalance Quantities on the Shipper's Rate Schedule FTS Service Agreements shall be resolved through the Imbalance Management provisions of the GT&C of this Tariff.

7. COMMINGLING OF GAS. Transporter shall have the unqualified right to commingle the Shipper's gas with other Gas on the Transporter's system.

8. DELEGATION. By a contract ("Agency Agreement") a Shipper may delegate to any third party ("Agent") the responsibility for receiving invoices and, notices and confirmations, and/or performing other administrative duties required by the Rate Schedule APAL Service Agreement, subject to the conditions outlined in Section 29.6, Agency Agreement, of the GT&C of this Tariff.

9. GENERAL TERMS AND CONDITIONS. The applicable General Terms and Conditions ("GT&C") of this Tariff are hereby incorporated and made part of this Rate Schedule. To the extent that said GT&C are inconsistent with the provisions of this Rate Schedule, the provisions of this Rate Schedule shall govern.

RATE SCHEDULE MCS

INTERRUPTIBLE MARKET CENTER SERVICES

1. AVAILABILITY

1.1 This Rate Schedule is available to any Shipper and provides for Interruptible Gas Parking, Gas Loaning, Gas Wheeling and Title Tracking Transfer (“TTT”) Services at and/or between a Park Point and Loan Point, subject to available operational flexibility and Capacity, when Shipper desires Parking, Loaning, Wheeling and/or TTT Service, and when:

- a. Shipper has requested service under this Rate Schedule by submitting to the Company a Request for Service using the form set forth in this Tariff.
- b. Transporter has the operational flexibility to provide the Interruptible Rate Schedule MCS Service without detriment or disadvantage to system operational needs and to its Shippers using other Tariff services.
- c. Shipper has completed, executed and submitted to Transporter a Rate Schedule MCS Master Service Agreement (“MCS Master Agreement”) using the form of Service Agreement contained in this Tariff.
- d. Shipper has completed, executed and submitted to Transporter a Rate Schedule MCS Transaction Request (“MCS Transaction Request” or “Transaction Request”) in the form included in this Tariff which request, upon acceptance by Transporter, is attached as an exhibit attachment to the Rate Schedule MCS Master Agreement. Park Transaction Requests must be entered into separately from Loan Transaction Requests. No single Transaction Request may provide for both Park activity and Loan activity.

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- e. Shipper has met the creditworthiness conditions specified in Section 4, Creditworthiness, Related Deposits, and Other Credit Assurances, of the GT&C of this Tariff for the financial obligations of the Transaction Request quantities, including the completion of a Credit Application in the form included in this Tariff. For purposes of credit requirements, the Rate Schedule MCS Master Agreement shall list a Maximum Credit quantity and Transporter may limit Shipper's ability to schedule Parked Gas or Loaned Gas if the maximum credit quantity has been exceeded. Transporter may require the Shipper to provide a service deposit or other credit assurance to Transporter as provided in Section 4, Creditworthiness and Service Deposits, of the GT&C of this Tariff.
- f. After request and upon approval of Transporter, Shipper may transfer Rate Schedule APAL quantities, Rate Schedule FTS Imbalance Quantities (for Off-System Shippers or for On-System Shippers in the event that Rate Schedule APAL has been suspended) or Rate Schedule NNS excess Gas In Place quantities (including as may be required by an Operational Flow Order) to a Rate Schedule MCS Transaction Request. As provided for in Section 5.1(a) of Rate Schedule FTS, Imbalance Quantities resulting from prior period adjustments will be transferred to a zero rate Rate Schedule MCS transaction request.
- g. After request and upon approval of Transporter, Shipper may transfer NNS Gas in Place to a MCS Park Transaction Request or from a MCS Loan Transaction Request to NNS Gas in Place, providing for gas to be Parked or Loaned at Transporter's Storage injection or withdrawal MCS points.

## 2. APPLICABILITY AND CHARACTER OF SERVICES

2.1 This Rate Schedule shall apply to Parking, Loaning, Wheeling and TTT service rendered by the Transporter to Shipper on an Interruptible basis subject to the limitations set forth in the Rate Schedule MCS Master Agreement, the MCS Transaction Request, this MCS Rate Schedule and the GT&C of this Tariff.

- a. Parking, Loaning and Wheeling Services are subject to Interruption at any time and such Interruptions may be in effect for extended periods of time. Interruptions may include decreasing, temporarily suspending or discontinuing the Receipt or Delivery of Rate Schedule MCS Gas if Transporter, in Transporter's sole and reasonable judgment, determines that such action is necessary to maintain system integrity or when a higher priority service so requires.
- b. The Rate Schedule MCS Master Agreement shall state a total quantity that may be Parked or Loaned at any one time under the sum total of all Rate Schedule MCS Transaction Requests.
- c. Each Rate Schedule MCS Transaction Request shall state a maximum and minimum Daily Park Quantity or a maximum and minimum Daily Loan Quantity associated with such request, the maximum and minimum Total Accumulated Park Quantity or Total Accumulated Loan Quantity, the maximum and minimum daily Unpark Quantity or Loan Redelivery Quantity, the term, timing and duration of the Park or Loan, the Park Point or the Loan Point and the Unpark Point or the Loan Redelivery Point and the rate(s) for each request.

Footnote: Section C above was moved to this Tariff Sheet from Tariff Sheet No. 73.

- 2.2 All Park Points or Loan Points eligible for Rate Schedule MCS Service shall be listed in the Informational Postings section of Transporter’s EBB.
- 2.3 Parking, Loaning, Wheeling and TTT Services available under this Rate Schedule include:
- a. Parking Service – Parking Service shall consist of (1) the Receipt of Gas by Transporter (when Nominated by a Shipper) at a Park Point, the holding of the Parked Quantity for the Shipper’s account for a specified period of time and (2) the Un-parking (when Nominated by Shipper) of the Parked Quantities to Shipper by Transporter at the original Park Point, including treating the un-parking as a nominated delivery at the Park Point. Requests to Unpark Parked Quantities at a point other than the original Park Point shall be treated as Wheeling and must be negotiated simultaneously with the Park transaction.
  - b. Loaning Service – Loaning Service shall consist of, the advancement of Gas by Transporter (when Nominated by a Shipper) at a Loan Point, for the Shipper’s account for a specified period of time and, the Loan Payback or Loan Redelivery (when Nominated by Shipper) of the Loan Quantity(s) to Transporter by Shipper at the original Loan Point, including treating the Loan Payback or Loan Redelivery as a nominated receipt at the Loan Point. Requests to Redeliver Loaned Quantities at a point other than the original Loan Point shall be treated as Wheeling and must be negotiated simultaneously with the Loan transaction.

Footnote: Section C above was moved to Tariff Sheet No. 72.

- c. Wheeling Service – Wheeling Service shall allow the Unparked or Loan Redelivery Quantity to occur at a system location other than the original Park Point or Loan Point, by exchange or displacement and subject to operational flexibility, as detailed in the Transaction Request. The Wheeling Service must be agreed to at the time of the initial request and any later request to use a system location other than the original Park Point or Loan Point shall be considered Transportation and must be accomplished by Nomination and scheduling under a Rate Schedule FTS or ITS Service Agreement.
  - d. TTT Service – TTT Service shall consist of the transfer of Parked or Loaned Quantities between Rate Schedule MCS Shippers from one Shipper’s MCS Transaction Request account to another Shipper’s Rate Schedule MCS Transaction Request account, prior to the time the quantities are Unparked or Redelivered.
- 2.4 Service rendered under a Rate Schedule MCS Transaction Request under this Rate Schedule shall be provided for a minimum one (1) Day term.
- a. The Rate Schedule MCS Master Agreement term shall be set forth in the Rate Schedule MCS Master Agreement.
  - b. The term of each MCS Transaction shall also be set forth in each Rate Schedule MCS Transaction Request.
- 2.5 In the event that Park Quantities have not been returned to the Shipper or Loan Quantities have not been returned to Transporter at the termination date of the Rate Schedule MCS Transaction Request, Transporter and Shipper may mutually agree to an extended time frame and/or modified terms including the rate(s), by amending the existing MCS Transaction Request or by executing a new Rate Schedule MCS Transaction Request to permit Shipper to payback or Transporter to return such quantities.

- a. In the event any Parked Quantity has not been redelivered to Shipper by the Transaction Request termination date and no mutually agreed extension as described in Section 2.5 above has occurred, the Parked Quantity shall become the property of the Transporter at no cost to Transporter free and clear of any and all adverse claims.
- b. In the event any Loan Quantity has not been redelivered to Transporter by the Transaction Request termination date and no mutually agreed extension as described in Section 2.5 above has occurred, the Loan Quantity shall be cashed out at the highest of the following and shall be invoiced at the next billing cycle. The locations included in the Daily Cash Out Index are defined in Section 29.5, Imbalance Management, of the GT&C of this Tariff.

- (1) The Daily Cash Out Index Price on the date(s) the Loan occurred.
- (2) The Daily Cash Out Index Price on the termination date of the Rate Schedule MCS Transaction Request.
- (3) The Daily Cash Out Index Price on the date Transporter made replacement purchases for the Loan amount.
- (4) The average Daily Cash Out Index Price for the Month in which the Loan occurred.
- (5) The average Daily Cash Out Index Price for the Month in which the Rate Schedule MCS Transaction Request terminated.

### 3. MARKET CENTER SERVICES CHARGES

- 3.1 APPLICABLE BASIC RATES - The applicable basic rates, including surcharges, for services under this Rate Schedule are set forth on the Statement of Rates of this Tariff, as revised from time to time.

- a. The rate(s) may be discounted between the stated maximum and minimum rate(s) on a not unduly discriminatory basis. Any discounted rate(s) shall be at or above the minimum rate(s) and at or below the maximum rate(s) and shall be stated in the Rate Schedule MCS Transaction Request and effective upon acceptance by Transporter.
  - b. Shipper may elect to prepay the anticipated charges for service under this Rate Schedule at any time.
- 3.2 The maximum daily service charge may have up to four rate components. Each component may be discounted to zero but the sum of the four components for any Day shall not be less than the minimum rate. The daily charges may include:
- a. A Daily Charge for the amount Parked or Loaned on that Day.
  - b. A Daily Charge for the amount Unparked or Loan Payback or Redelivery on that Day.
  - c. A Daily Charge for the Accumulated Total Park Quantity or Accumulated Total Loan Quantity as determined at the end of each Gas Day at each Park Point or Loan Point for Shipper's account. Separate quantities resulting from separate Parking Transaction Requests and Loan Transaction Requests shall not be netted in determining this charge.
  - d. A Daily Charge for the amount transferred by TTT or exchanged or displaced by Wheeling on that Day.
- 3.3 Surcharges that may be applicable to this Rate Schedule are set forth on the Statement of Rates of this Tariff.
- 3.4 FL&U shall not be assessed with respect to service rendered under this Rate Schedule.



3.5 Shipper shall not redeliver more than the quantity Loaned and shall not unpark more than the quantity Parked under the Rate Schedule MCS Transaction Request. In the event Shipper fails to adhere to any of the terms described in the MCS Transaction Request, Shipper shall be charged up to the maximum allowable rate for the service and quantity outside the parameters set forth in the MCS Transaction Request. Shipper may request to amend its MCS Transaction; such request shall be accepted at the sole and reasonable discretion of Transporter in a not unduly discriminatory manner.

3.6 If on any Day Transporter cannot accept a nomination for an Unpark Quantity or a Loan Redelivery Quantity, the daily charge on the Total Accumulated Park Quantity or Total Accumulated Loan Quantity for that Day shall be \$0.000, unless otherwise agreed. Further, the term of the Rate Schedule MCS Transaction Request may be extended Day-for-Day by the number of Days for which such Unpark Nominations or Loan Redelivery Nominations were not accepted, if such extension has been mutually agreed.

#### 4. SCHEDULING OF MCS SERVICES.

4.1 Shipper shall nominate Rate Schedule MCS service under this Rate Schedule in accordance with the Nomination procedures set forth in Section 18, Nomination and Scheduling Procedures, of the GT&C of this Tariff. Rate Schedule MCS service shall be the last quantities scheduled on the system and shall be scheduled in priority by total revenue over the term of the Rate Schedule MCS Transaction Request.

4.2 Transporter may, but is not required to, post on its EBB, by nine (9) a.m., MCT, the amount of available Parking or Loan Rate Schedule MCS quantities. If Transaction Requests for the Day exceed the amount of posted Rate Schedule MCS availability, the requests shall be filled and scheduled proportionally in accordance with Section 17, Scheduling Principles of the GT&C of this Tariff.

5. COMMINGLING OF GAS. Transporter shall have the unqualified right to commingle the Shipper's gas with other gas in the Transporter's system and storage field.

6. DELEGATION. Shipper may delegate to any third party agent the responsibility for managing Shipper's service under the MCS Service Agreement through the execution of Transporter's form of Agency Agreement included in this Tariff.

7. ASSIGNMENT PROVISIONS

7.1 The Rate Schedule MCS Service Agreement shall be binding upon and inure to the benefit of any successor(s), substantially as an entirety, to either Transporter or Shipper by merger, consolidation or acquisition. Either Transporter or Shipper may assign or pledge its Rate Schedule MCS Service Agreement rights and obligations under the provisions of any mortgage, deed or trust, indenture or other instrument as security for indebtedness; otherwise, neither Transporter nor Shipper shall assign any of its right, title and interest without first having obtained formal written consent of the other(s). Such consent shall not be unreasonably withheld.

8. GENERAL TERMS AND CONDITIONS. The applicable General Terms and Conditions ("GT&C") of this Tariff, except as modified in the Agreement, are hereby incorporated in and made a part of this Rate Schedule. To the extent that said GT&C are inconsistent with the provisions of this Rate Schedule, the provisions of this Rate Schedule shall govern.

## GENERAL TERMS AND CONDITIONS

1. **APPLICABILITY.** The following General Terms and Conditions (“GT&C”) set forth the rules and regulations under which Gas service is supplied and govern all Rate Schedules for service provided by the Company (“Transporter”). These GT&C are subject to termination, change or modification in whole or in part at any time as allowed by the rules of the Colorado PUC or as required by law.
2. **DEFINITIONS AND INTERPRETIVE MATTERS.** The following terms shall have the meanings defined below:
  - 2.1 “Accumulated Balances” means the sum of Daily Park or Loan quantities.
  - 2.2 “Agent” or “Agency” means a person or Party that has agency authority to act for a Shipper by performing administrative duties such as receiving invoices, paying invoices, receiving notices and confirmations, nominating, scheduling, or other administrative duties required by the provisions of this Tariff.
  - 2.3 “Authorized Overrun Quantity” means the following: A Shipper’s total Firm activity under a Transportation Service Agreement is limited to the Shipper’s MDTQ under such Agreement. In total, Shipper may nominate and tender and Transporter may confirm and receive quantities which exceed the Shipper’s MDTQ. Such Confirmed quantities which exceed Shipper’s MDTQ shall be considered as Authorized Overrun Quantities and shall be transported on an Interruptible basis.
  - 2.4 “Available Daily Injection Quantity” or “ADIQ” means the quantity determined by the percentage of Maximum Daily Injection Quantity (“MDIQ”) available for injection by Shipper on any Day and that Transporter may be required to inject into storage on a Firm basis. ADIQ is a function of Shipper’s percent of Maximum Available Storage Capacity (“MAC”) and Gas in Place currently in storage on that Day expressed as a whole number.
  - 2.5 “Available Daily Withdrawal Quantity” or “ADWQ” means the quantity determined by the percentage of Maximum Daily Withdrawal Quantity (“MDWQ”) available to Shipper on any Day and that Transporter may be required to withdraw from storage on a Firm basis. ADWQ is a function of Shipper’s percent of Maximum Available Storage Capacity (“MAC”) and Gas in Place currently in storage on that Day expressed as a whole number.

- 2.6 “Average Thermal Content of Gas in Storage” or “ATC” means the number determined by dividing the Dth by the volume in Mcf injected in the Transporter’s storage field, excluding cushion Gas, at the point in time the calculation is performed. The ATC shall be assumed to be 1,060 Btus per cubic foot for purposes of assigning MAC, MDIQ and MDWQ in the storage Service Agreement.
- 2.7 “Balance” and “Balancing” means a Shipper’s obligation to cause its Deliveries of Gas to equal its net Receipts, with due consideration given to the FL&U Reimbursement Quantity(s) and other allowable in-kind deductions.
- 2.8 “British Thermal Unit” or “Btu” means the amount of energy or heat required to increase the temperature of one (1) pound of water one (1) degree Fahrenheit at fifty-nine (59) degrees Fahrenheit.
- 2.9 “Bump” or “Bumping” means the reduction of a previously scheduled and confirmed Interruptible Transportation Quantity to permit Transporter to schedule and confirm a Firm Transportation Nomination which has a higher priority and which was submitted as an evening, Intra-Day 1 or Intra-Day 2 Cycle Nomination. In the event that a rate discount is granted that affects previously scheduled quantities, “Bumping” also shall mean the reduction of a Firm Transportation Quantity previously scheduled and confirmed to permit Transporter to schedule and confirm an Intra-Day Nomination that has a higher priority, including a higher priority due to a higher rate level as described in Section 17, Scheduling Principles, of the GT&C of this Tariff.
- 2.10 “Business Day” means Monday, Tuesday, Wednesday, Thursday and Friday, excluding Federal Bank Holidays.
- 2.11 “Capacity” means the quantity and/or volume of Gas which Transporter’s facilities, or any particular segment thereof, can accommodate as determined by the Company in its reasonable judgment, based on then-current operating conditions.
- 2.12 “Cash Out Index Price” means the price as provided in Section 29.5, Imbalance Management, of these GT&C, at which Imbalance Quantities will be resolved by cashing out such quantities.

- 2.13 “Colorado PUC” or “Colorado Public Utilities Commission” means the Public Utilities Commission of the State of Colorado and any other governmental body or bodies succeeding to, lawfully exercising, or superseding, any powers of said commission.
- 2.14 “Company” means Rocky Mountain Natural Gas LLC d/b/a Black Hills Energy. Additionally, the term “Transporter” is used interchangeably with “Company” throughout this Tariff.
- 2.15 “Company-Used Gas” means the quantity of Gas used by Transporter as Fuel (to fuel compressor stations, dehydration equipment, Gas shrinkage through processing plants and Fuel used in any other system facilities) and for other purposes in its Gas operations. Additionally, the term “Fuel” is used interchangeably with “Company-Used Gas” throughout this Tariff.
- 2.16 “Confirmation” means the verification of the Confirmed Quantity by the Confirming Parties.
- 2.17 “Confirmed Nomination” or “Confirmed Quantity” means the final result of the Confirmation process and is the quantity of Gas stated in Dth, which has been determined as authorized to flow on a specified Gas Day at a specified Receipt Point or Delivery Point on behalf of a Shipper or Shippers. More specifically, the Confirmed Nomination or Confirmed Quantity is that quantity of Gas which Transporter has scheduled prior to the Day of Gas flow for Nominations other than Intra-Day Nominations, or on the Day of Gas flow for Intra-Day Nominations, to be (1) Delivered to the Shipper on a particular Day at a specified Delivery Point(s) or (2) transported for a Shipper on a particular Day from a specified Receipt Point(s) to a specified Delivery Point(s).
- 2.18 “Critical Notices” means those notices posted on Transporter’s EBB which provide information with respect to conditions on Transporter’s system that affect Shipper requirements, scheduling or adversely affect scheduled Gas flow.
- 2.19 “Critical Operating Condition” means that Day or Days for which Transporter has posted a Critical Notice(s) on its EBB.

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- 2.20 “Cubic Foot of Gas” means, for the purpose of determining Gas volumes, the amount of Gas necessary to fill one cubic foot of space when the Gas temperature is at, or corrected to, sixty (60) degrees Fahrenheit, and the Gas pressure is either (1) the usual prevailing pressure at the meter, or (2) corrected to 14.73 p.s.i.a.
- 2.21 “Curtailment” means the reduction in Gas quantities Received from and/or Delivered to a Shipper(s) due to an Imbalance between the quantity of Gas Shipper was confirmed to give to Transporter at the Receipt Point and in the quantity of Gas Transporter was confirmed to Deliver to Shipper at the Delivery Point(s), or due to operational constraints affecting the Capacity of Transporter’s system, including the third-party Capacity of a Interconnecting Pipeline.
- 2.22 “Customer” means a Shipper.
- 2.23 “Day” means a period of twenty-four (24) consecutive hours beginning and ending at eight o’clock (8:00) a.m., Mountain Clock Time (“MCT”).
- 2.24 “Deliver”, “Delivered”, or “Delivery” means the tender of a quantity of Gas by Transporter to Shipper or for a Shipper’s account or to a third party for Shipper’s account under an Agreement.
- 2.25 “Delivery Quantity” means the quantity, expressed in Dth, of Gas Delivered by Transporter at the Delivery Point(s) for the account of Shipper.
- 2.26 “Delivery Point(s)” has the same meaning as “Point of Delivery” defined herein below.
- 2.27 “Discounted Rate Agreement(s)” means a letter or form defining the discounted rate(s) for service and the associated term of such discounted rate(s) which rate(s) and term has been agreed to by the Shipper and the Transporter under a Rate Schedule in this Tariff and which letter or form will be appended to the applicable Service Agreement(s).

- 2.28 “Dth” or “Dekatherm” means the quantity of heat energy which is equivalent to 1,000,000 British Thermal Units (MMBtu). One Dth of Gas shall mean the quantity of Gas which contains one Dth of heat energy, and will be reported on a dry MMBtu or Dth basis. Dth is the standard quantity unit for Nominations, Confirmation and Scheduled quantities in this Tariff and with most interconnecting Party(s). As used in this Tariff, related Service Agreements, statement and invoices, MMBtu and Dth are synonymous.
- 2.29 “EBB” or “Electronic Bulletin Board” means the Company web site which displays and provides certain of Transporter’s data, including notices, Receipt and Delivery Point listings and point catalogs, and this Tariff, to Shippers and Interconnecting Party(s).
- 2.30 “EFM” or “Electronic Flow Measurement” means equipment installed on a meter, allowing electronic communication to capture measurement data.
- 2.31 “End-User” means the party who ultimately consumes the Gas.
- 2.32 “Firm” means service that is subject to Curtailment as provided for in this Tariff, but that is not subject to Interruption as provided for in this Tariff.
- 2.33 “Fuel” has the same meaning as “Company-Used Gas” in this Tariff.
- 2.34 “Fuel, Lost, and Unaccounted-For Gas Reimbursement Quantity” or “FL&U Reimbursement Quantity” means that quantity of Gas deducted from the quantities received from a Shipper which quantity is retained by Transporter as compensation and reimbursement for Company-Used Gas consumed in system operations and for Lost and Unaccounted-for Gas. The Fuel component of this quantity is defined in Sections 2.15 and 2.33 of these GT&C. The Lost and Unaccounted-for Gas component of this quantity is the difference between the sum of all input quantities of Gas Received into Transporter’s system and the sum of all output quantities of Gas Delivered from Transporter’s system, which difference shall exclude Company-Used Gas and shall include, but not be limited to, Gas vented and lost as a result of an event of force majeure.
- 2.35 “Gas” or “Natural Gas” means any mixture of combustible hydrocarbons or of hydrocarbons and non-combustible Gas, in a gaseous state, consisting essentially of methane.

- 2.36 “Gas in Place” means the aggregate quantity of working Gas storage inventory that a Shipper has stored in Transporter’s storage field(s).
- 2.37 “Gross Dry Heating Value” means the number of Btus produced by complete combustion, at a constant pressure, of the amount of Gas which would occupy a volume of one (1) cubic foot at a temperature of sixty (60) degrees Fahrenheit on a dry basis and at a pressure of 14.73 p.s.i.a. with air of the same temperature and pressure as the Gas, when the products of combustion are cooled to the initial temperature of the Gas and air, and when the water formed by combustion has condensed to the liquid state.
- 2.38 “Hour” means the sixty (60) minute period beginning at the top of the hour of the Day and ending at the top of the next hour (i.e. hour 1 starts at 8:00 a.m., MCT, and ends at 8:59 a.m., MCT).
- 2.39 “Imbalance” or “Imbalance Quantities” means the difference between the amount of net Gas Received by the Transporter from a Shipper (with due regard given to the FL&U Reimbursement Quantity and other allowable in-kind deductions) or for a Shipper’s account for transportation under this Tariff and the amount of Gas Delivered by Transporter to the Shipper or for the Shipper’s account, as generally determined following the daily and monthly accounting allocation processes.
- 2.40 “Injection Period” means the period commencing May 1 of any year and continuing through November 30 of such year.
- 2.41 “Intra-Day” means any Nominated, Confirmed or Scheduled quantities submitted outside of the Timely cycle.
- 2.42 “Interconnecting Pipeline” or “Interconnecting Party” means the Party or such Party’s designees that is responsible for the operations of a Gas system which interconnects with Transporter’s pipeline system and is responsible for verifying Nominations and/or scheduling Gas flow at such points of interconnection. An Interconnecting Party is also a Confirming Party.

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- 2.43 “Interruptible” means that the Transporter has the right, except as may otherwise be specifically provided for in this Tariff, to stop at any time, in whole or in part, Receipts from or Deliveries of Gas (1) to a Firm service Shipper for Authorized Overrun Quantities or Unauthorized Overrun Quantities; (2) to an Interruptible service Shipper, due to the need to serve a higher priority quantity as defined in Section 17, Scheduling Principles, of these GT&C of this Tariff; and/or (3) for any other reason.
- 2.44 “Interruption” or “Interrupt” means the act of stopping, in whole or in part, Receipts from or Deliveries (1) to a Firm Shipper for Authorized Overrun Quantities or Unauthorized Overrun Quantities; (2) to an Interruptible service Shipper due to the need to serve a higher priority quantity as defined in Section 17, Scheduling Principles, of these GT&C of this Tariff and/or (3) for any other reason.
- 2.45 “Inventory Plan” means the maximum and minimum levels of storage inventory, which may be held in Transporter’s storage field at any given time.
- 2.46 “Loan”, “Loaned”, or “Loaning” means Transporter’s advancement of quantities of Gas to a Shipper from Transporter’s line pack assets at a Loan Point pursuant to Rate Schedule APAL and/or Rate Schedule MCS.
- 2.47 “Loan Payback” or “Loan Redelivery” means the Receipt of Gas to a Shipper’s Loaning account from a Rate Schedule APAL Service Agreement of the Shipper or from the Rate Schedule APAL Service Agreement of another Shipper.
- 2.48 “Loan Point” means a nomination point determined by Transporter at which quantities may be Loaned pursuant to a Rate Schedule APAL or Rate Schedule MCS Agreement. Such points will be posted on Transporter’s EBB under the Non-Critical Notices section.
- 2.49 “Loan Quantity” or “Loaned Quantity” means the quantity of Gas, expressed in Dth per Day, advanced to Shipper from Transporter’s line pack assets at a Loan Point pursuant to Rate Schedule APAL or Rate Schedule MCS.
- 2.50 “Maximum Available Storage Capacity” (“MAC”) means the maximum quantity of cumulative Gas (expressed in Dth) that Transporter is required and able to accept under Rate Schedule NNS for injection into storage at any time.

- 2.51 “Maximum Daily Delivery Quantity” (“MDDQ”) means the maximum quantity of Gas, net of allowable deductions, which the Shipper is entitled to receive from the Transporter at a specific Primary Delivery Point on any Day that service to the Shipper is not Interrupted and Capacity at that Point is not subject to Curtailment; provided, however, that the sum of the Shipper’s MDDQ(s) shall not be in excess of the Shipper’s MDTQ. The MDDQ for a Shipper is specified in the Rate Schedule FTS Service Agreement or in the related limited-term Partial Assignment.
- 2.52 “Maximum Daily Injection Quantity” (“MDIQ”) means the maximum quantity of Gas, net of any storage FL&U Reimbursement Quantity, that a Shipper can inject into Transporter’s storage field(s) on a firm basis. The Maximum Daily Injection Quantity is available only at certain levels of Gas in Place as defined by the NNS Rate Schedule.
- 2.53 “Maximum Daily Receipt Quantity” (“MDRQ”) means the maximum quantity of Gas which the Shipper is entitled to tender to the Transporter at a specified Primary Receipt Point(s) on any Day that service to the Shipper is not Interrupted and Capacity at that Point is not subject to Curtailment; provided however that the sum of the Shipper’s MDRQ shall not be in excess of the Shipper’s MDTQ.
- 2.54 “Maximum Daily Transportation Quantity” (“MDTQ”) means the maximum aggregate quantity of Gas, net of allowable deductions, which the Shipper is entitled to tender to the Company for the account of the Shipper at all Primary Receipt Point(s) on any Day that Capacity at such Points is not subject to Curtailment, the maximum aggregate path capacity which the Shipper is entitled to use to transport Received quantities and the maximum quantity of Gas which the Shipper is entitled to Receive from the Transporter at a specified Primary Delivery Point on any Day that service to the Shipper is not Interrupted and Capacity at that Point is not subject to Curtailment. The MDTQ is the sum of all MDDQ(s) for a Shipper and is specified in the applicable Service Agreement(s) or in the related limited-term Partial Assignment.
- 2.55 “Maximum Daily Withdrawal Quantity” (“MDWQ”) means the maximum quantity of Gas the Shipper can withdraw from Transporter’s storage field(s) on a Firm basis on a Day. The Maximum Daily Withdrawal Quantity is available only at certain levels of Gas in Place in Rate Schedule NNS of this Tariff.
- 2.56 “Mcf” means one thousand (1,000) cubic feet of Gas.
- 2.57 “MCT” means Mountain Clock Time.
- 2.58 “MMBtu” means one million Btus.  
One Dth is equal to one MMBtu.

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- 2.59 “Month” means a period beginning at eight o’clock (8:00) a.m., MCT, on the first Day of the calendar month and ending at the same time on the first Day of the next succeeding calendar month.
- 2.60 “Monthly Billing Period” means a calendar month; provided that the period between any two readings of a Shipper’s meter(s) may not strictly correspond to such calendar month.
- 2.61 “Nomination” or “Nominate” means a request by a Shipper submitted to Transporter for a prospective Transportation or storage transaction under an executed Service Agreement.
- 2.62 “Nominating Party” means a Shipper or Shipper’s Agent authorized to submit Nominations to Transporter pursuant to Shipper’s executed Service Agreement(s).
- 2.63 “Off-System Delivery Point” means a Delivery Point where Gas is being transported by Transporter through its system to an Interconnecting Party. Off-System Delivery Points exclude all Black Hills Colorado Gas, Inc. Delivery Points. Off-System Delivery Points are defined in and listed in the Informational Postings section of Transporter’s EBB.
- 2.64 “On-System Contract Assignee” means a person, firm, corporation or other entity taking delivery of Gas transported on Transporter’s system for further transportation on the Black Hills Gas Distribution, LLC’s distribution system where Black Hills Colorado Gas, Inc. has partially assigned its Service Agreement(s) to the assignee for a limited term. The On-System Contract Assignee shall have executed the limited-term Partial Assignment for the benefit of itself or one or more End-Users under the Black Hills Colorado Gas, Inc. End-Use Transportation Program.
- 2.65 “On-System Delivery Point” means a Delivery Point where Gas is being transported by Transporter through its system to a Black Hills Colorado Gas, Inc. owned and/or operated Delivery Point, except that for the Bachelor Gulch Delivery Point it means a Delivery Point where Gas is being transported by Transporter through its system and the Public Service Company of Colorado system to the Black Hills Colorado Gas, Inc. owned and/or operated Delivery Point. On-System Delivery Point(s) are defined in and listed in the Informational Postings section of Transporter’s EBB.

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- 2.66 “Operational Balancing Agreement” or “OBA” means an agreement executed between Transporter and an Interconnecting Party which specifies the procedures to manage and resolve operating variances at an interconnect.
- 2.67 “Operational Flow Order” or “OFO” is defined in Section 30.3 of the General Terms and Conditions.
- 2.68 “Operator” or “Point Operator” means a Party that controls and is responsible for the operation of a physical Gas facility through which gas flows into or out of Transporter’s system at a Point of Delivery or Receipt on Transporter’s system.
- 2.69 “Overrun Capacity” or “Overrun Quantities” means the use of Capacity on Transporter’s system that is greater than the Shipper’s contract entitlements.
- 2.70 “Park”, “Parked” or “Parking” means acceptance by Transporter of quantities of Gas tendered by Shipper at a Park Point for Delivery pursuant to Rate Schedule APAL or Rate Schedule MCS.
- 2.71 “Park Point” means a nomination point determined by Transporter at which quantities may be Parked pursuant to a Rate Schedule APAL or Rate Schedule MCS Agreement. Such points will be posted on Transporter’s EBB under the Non-Critical Notices section.
- 2.72 “Park Quantity” or “Parked Quantity” means the quantity of Gas, expressed in Dth per Day, tendered by Shipper at a Park Point pursuant to Rate Schedule APAL or Rate Schedule MCS.
- 2.73 “Party” means, depending upon the context, the Transporter, a Shipper, an End-User, a Point Operator and/or an Interconnecting Party.
- 2.74 “Point of Delivery” or “Delivery Point” means the point of connection between the facilities of the Company and facilities of another Party at which the Gas leaves the outlet side of measuring equipment or main of the Company and enters the facilities of the other Party, or an otherwise agreed upon point.
- 2.75 “Point of Delivery Quantity” or “Delivery Point Quantity” means the maximum quantity of Gas, expressed in Dth per Day, which Transporter shall be obligated under a Transportation Service Agreement to Deliver to Shipper, or for Shipper’s account at a Point of Delivery.

- 2.76 “Point of Injection” means that Point where Transporter accepts and injects Gas into Transporter’s storage field for the account of Shipper.
- 2.77 “Point of Receipt” or “Receipt Point” means the Point(s) at which the upstream facilities of a Party are connected with the Company’s facilities and at which the Gas quantities flowing into the Company’s facilities are measured, or an otherwise agreed upon point.
- 2.78 “Point of Receipt Quantity” or “Receipt Point Quantity” means the maximum quantity of Gas, expressed in Dth per Day, which the Shipper is permitted under a Transportation Service Agreement to tender to Transporter at a Point of Receipt.
- 2.79 “Point of Withdrawal” means that point where Transporter withdraws Gas from Transporter’s storage field for the account of the Shipper.
- 2.80 “Point Operator” has the same meaning as “Operator”.
- 2.81 “Primary Capacity” means the transmission system Capacity on and along any portion of the Primary Receipt Point, primary path, or Primary Delivery Point reserved for the Shipper under a Firm Transportation Service Agreement. On any pipeline Segment, primary path capacity is limited by the Primary Point of Receipt quantity upstream of such segment and the Primary Point of Delivery Quantity downstream of such segment, whichever is less.
- 2.82 “Primary Delivery Point” means, with respect to a particular Shipper, a Delivery Point on the Company’s system listed in the Service Agreement executed by the Transporter and the Shipper, or in the related limited-term Partial Assignment.
- 2.83 “Primary Point(s)” means those point(s) of Receipt and Delivery specified in the Firm Transportation Agreement as Point(s) where Shipper is entitled to Firm Service.
- 2.84 “Primary Receipt Point” means, with respect to a particular Shipper, a Receipt Point on the Company’s system listed in the Service Agreement executed by the Transporter and the Shipper, or in the related limited-term Partial Assignment.
- 2.85 “p.s.i.a.” means pounds per square inch absolute.
- 2.86 “p.s.i.g.” means pounds per square inch gauge.
- 2.87 “Quantity” means all quantities expressed in Dth of Gas Received or Delivered by Transporter for the account of the Shipper.

Footnote: Moved from Sheet No. 90.

- 2.88 “Receipt Quantities” means all quantities expressed in Dth of Gas received by Transporter at the Point(s) of Receipt for the account of the Shipper.
- 2.89 “Receive”, “Received”, or “Receipt” means the tender of a quantity of Gas by a Shipper (or by an entity for Shipper’s account) to Transporter for transportation under an Agreement.
- 2.90 “Scheduled Quantity” means the quantity of Gas Transporter has determined it can Transport, based on a Shipper’s nomination, from a specific Point of Receipt to a specific Point of Delivery on a designated Day subject to Transporter’s available transportation system Capacity. Such quantities shall be determined in accordance with Section 17, Scheduling Principles for, and Determination of, Receipts and Deliveries, of the GT&C of this Tariff and are subject to a final Confirmation by Transporter.
- 2.91 “Secondary Capacity” means Capacity other than the primary Capacity under a Firm Transportation Agreement used when Shipper Nominates service at points or paths outside of the Primary Receipt to Delivery Contract Path. The Primary Receipt to Delivery Contract Path means the path through and from a Primary Point of Receipt to and through a Primary Point of Delivery.
- 2.92 “Secondary Delivery Point” means, with respect to a particular Shipper, an available Off-System Delivery Point on the Transporter’s system other than the Primary Delivery Points that are listed in the Service Agreement executed by the Transporter and the Shipper, or in the related limited-term Partial Assignment.
- 2.93 “Secondary Point(s)” means those Point(s) of Receipt and Delivery which are not specified in the Firm Transportation Service Agreement as Primary Points and where Shipper is entitled to Nominate Gas quantities for Receipt or Delivery. The availability of Secondary Points is as defined in the Rate Schedules.
- 2.94 “Secondary Receipt Point” means, with respect to a particular Shipper, an available Receipt Point on the Company’s system other than the Primary Receipt Points that are listed in the Service Agreement executed by the Company and the Shipper, or in the related limited-term Partial Assignment.
- 2.95 “Segment” means a portion of the transmission system between a defined upstream point and a defined downstream point.

Footnote: Moved from paragraph 2.88 to 2.87.

- 2.96 “Service Agreement” or “Agreement” means a written agreement, or limited-term Partial Assignment thereof where applicable, and any exhibits, attachments and/or amendments thereto, for, or related to, Gas service, which is executed by the Company and a Shipper.
- 2.97 “Shipper” means that Party that has executed a Service Agreement or a limited-term Partial Assignment has been executed providing for service under a Rate Schedule included within this Tariff.
- 2.98 “Storage Service” means the acceptance by Transporter of Gas tendered by Shipper at the Point of Injection, the injection of such Gas for storage for Shipper’s account, the inventorying of such Gas in Place in Transporter’s storage field, and the withdrawal of such Gas for Shipper’s account at the Point of Withdrawal.
- 2.99 “Tender” or “Tendered” means making Gas available in accordance with the provisions of this Tariff and Shipper’s Transportation Service Agreement.
- 2.100 “Thermal Content” when applied to any volume of Gas means the aggregate number of Btus contained in such volume. The thermal content is that amount determined by multiplying the Gross Dry Heating Value by the volume of Gas in cubic feet.
- 2.101 “Third Party Charges” means amounts paid to a Party other than Transporter.
- 2.102 “Timely” means any Nominated, Confirmed or Scheduled quantities submitted in the first scheduling cycle of each Day.
- 2.103 “Transportation Service” or “Transportation” means the acceptance by Transporter of Gas tendered by a Shipper to the Company’s pipeline system at a Receipt Point(s), and direct, displacement, backhaul or exchange delivery to the Shipper, or other methods of transportation for the Shipper’s account, at a Delivery Point.
- 2.104 “Transporter” means Rocky Mountain Natural Gas LLC d/b/a Black Hills Energy. Additionally, the term “the Company” is used interchangeably with “Transporter” throughout this Tariff.
- 2.105 “Transporting Pipeline” or “Interconnecting Pipeline” means any interstate or intrastate pipeline delivering transportation Gas to the Primary Receipt Points(s) or taking Gas from the Primary Delivery Points(s) or Secondary Delivery Point(s). A Transporting Pipeline may include facilities owned by the Company, an affiliate of the Company, or an unaffiliated entity.

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2.106 Unauthorized Overrun” means the Transportation of quantities in excess of Shipper’s contract entitlement under a Rate Schedule FTS or ITS Service Agreement that has not been authorized by Transporter as a Confirmed Quantity.

2.107 “Unpark” means the Delivery of Gas from a Shipper’s Parking account to a Service Agreement of the Shipper or to the Service Agreement of another Shipper.

2.108 “Upstream Party” means the Party delivering Gas to Transporter at a Receipt Point as identified by Shipper’s Nomination.

2.109 “Withdrawal Period” means the period commencing on December 1 of any year continuing through April 30 of the following year.

2.110 “Withdrawal Quantity” is that quantity of Gas Delivered from storage by Transporter for Shipper’s account.

### 3. CONDITIONS FOR REFUSAL OR DISCONTINUANCE OF SERVICE

3.1 Transporter may terminate a Service Agreement or otherwise refuse to provide service under this Tariff to a Shipper or applicant for service for any of the following reasons:

a. Subject to the notice requirement set forth below, the Shipper or applicant for service has an outstanding unpaid bill with the Transporter. Transporter may elect to resume Service when the Shipper satisfies any credit requirements imposed by the Transporter, and pays the outstanding bill in full or enters into a satisfactory written payment arrangement. In the event the amount is in dispute, the Transporter may require the Shipper to make a special deposit in the amount of the disputed amount, and service will be rendered promptly. Upon settlement of the dispute, any amount owed the Shipper will be promptly refunded.

(1) Transporter shall provide to Shipper ten (10) Days’ notice after a bill becomes delinquent that service may be discontinued unless full payment is received or unless another payment arrangement has been made. Transporter may discontinue service for unpaid bills at any time after the conclusion of such notice period.

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- b. The Shipper's or applicant's credit history indicates a significant probability that the Shipper or applicant will not pay (1) its bills for service provided by the Transporter, (2) its bills for any penalty charges or fees, and/or (3) any bills for any fees and charges related to Imbalance Quantities or Imbalance Management and the applicant or Shipper has not complied with the performance assurance requirements imposed by Transporter in accordance with Section 4, Creditworthiness, Related Deposits, and Other Credit Assurances, of these GT&C.
- c. The failure by the Shipper or applicant to satisfy Company's credit requirement or to post a deposit as required under Section 4, Creditworthiness, Related Deposits, and Other Credit Assurances, of these GT&C.
- d. The Company determines, in its best judgment, (1) that it does not have adequate facilities to render the service and the Shipper or applicant has declined to make an additional facilities payment as provided in Section 5 of these GT&C, or (2) the requested service is of a character that is likely to adversely affect the existing Firm service of another Shipper.
- e. The existence of a dangerous condition on or about the Shipper's or applicant's facilities, as determined by Transporter.
- f. The Shipper or applicant causes, permits, or benefits from an unauthorized use, interference with, or a diversion of service on or about the Shipper's or applicant's facilities, after documentation and notification to the Shipper or applicant.
- g. The Shipper or applicant causes or permits glycol impurities, or other foreign substances or materials to be included in gas received or transported by Transporter which affects the quality, safety, health, gas composition, or continuity of service to Shipper's other parties, processing facilities, or interconnecting pipelines.
- h. The Shipper or applicant is responsible for a misuse of Gas which causes or may cause an unsatisfactory condition affecting the quality, safety, health or continuity of service to the Shipper or applicant or other parties.
- i. Failure by the Shipper to comply with the terms and conditions of its Service Agreement(s), with any of these GT&C, or with applicable approved Rate Schedules, as amended from time to time.

- j. Failure by the Shipper to comply with Operational Flow Orders (including Curtailment orders) issued by the Transporter.
  - k. Obtaining service by subterfuge.
  - l. After notification by the Transporter and during normal working hours (except in an emergency), the Shipper or applicant for service refuses to allow authorized Company personnel to examine, inspect, maintain, repair, upgrade or replace the piping and other equipment relating to Transporter's service; ascertaining connected loads; and in one of the following situations:
    - (1) Transporter is responding to a request for service;
    - (2) Transporter has reasonable knowledge of a safety problem on the premises and has documented that knowledge; or
    - (3) Transporter is obligated under this Tariff to perform a service (such as switching out a meter), or complete an inspection where the service or inspection requires that the Company representative be on the premises.
  - m. Tampering with or destroying Transporter's facilities, in which case Transporter may charge for repairs or replacements or corrections associated with such tampering;
  - n. Any other reason where authority is specifically granted by Colorado statute or rule of the Colorado PUC.
- 3.2 Discontinuance with respect to On-System Transportation Service shall not be during a period which may endanger health because of such factors as weather extremes, although discontinuance may occur at the first date the weather extremes alleviate.
- 3.3 Conditions Not Sufficient for Discontinuance of Service. The following conditions are not to be considered sufficient cause to discontinue service:

- a. Failure to pay for services not governed by this Tariff or otherwise regulated by the Colorado PUC.
  - b. Failure of the Shipper or applicant to pay any or all of a bill which is in dispute, provided that the Shipper or applicant pays that portion of the bill which is not in dispute.
  - c. There is money owed as a result of the Company's meter reading error or billing error and the Shipper enters into and complies with a written payment arrangement.
- 3.4 Transfer or Netting of Account Balances. In the event of discontinuance of service, Transporter may transfer or net any unpaid balance to another account of the Shipper. If a Shipper has an unpaid bill for service provided by Transporter in Colorado, Transporter may transfer the unpaid balance to any successive service account opened by the Shipper for the same or different class of service, and Transporter may discontinue service, after proper notice, for the nonpayment of the transferred amount.

#### 4. CREDITWORTHINESS, RELATED DEPOSITS, AND OTHER CREDIT ASSURANCES

- 4.1 Transporter shall not be required to commence service or to continue to perform service under this Tariff for any Shipper who fails to demonstrate creditworthiness as reasonably determined by Transporter. In order for Transporter to make that determination, Shipper must complete, execute and submit to Transporter the Form of Credit Application included in this Tariff. Transporter's determination of creditworthiness shall be based upon a review of Shipper's financial statements, bank references, trade references, placement on any credit-watch lists, trend analysis of financial ratios, any bankruptcy, insolvency, liquidation or debt reduction proceedings, and such information relating to Shipper's financial status, financial obligations including any recently filed substantial litigation, payment history and other relevant factors as may be necessary to satisfy Transporter that Shipper is creditworthy.
- 4.2 Upon Shipper's request, Transporter shall provide a written explanation of any credit limitation applied to Shipper.

4.3 Transporter may permit another entity, such as a corporate parent or affiliated company of the Shipper, (a) to guarantee the Shipper's obligations in writing using said entity's credit quality factors, (b) to prepay at the entity's election the Shipper's estimated bills for the next six months, (c) to guarantee the Shipper's obligations by issuance of an irrevocable letter of credit, or (d) to guarantee the Shipper's obligations by an acceptable cash deposit.

4.4 REQUIREMENT OF DEPOSIT OR OTHER CREDIT ASSURANCE. In accordance with the authorization granted by the Colorado PUC, Transporter may require any Shipper that fails to provide adequate evidence of creditworthiness to pay to Transporter a cash deposit, or to provide a letter of credit or other agreed upon corporate guarantee. Shipper shall be required to guarantee the payment in an amount equal to six (6) months of estimated average bills applicable to the service provided to Shipper; provided that the Transporter may waive or modify the requirement on a non-discriminatory basis that evidence of creditworthiness be provided where the Shipper's bill payment history with Transporter makes the credit risk acceptable in Transporter's sole judgment. Transporter may require additional credit assurance in association with system expansion projects. A deposit or other credit assurance also will be required if (1) the Shipper has any outstanding but undisputed invoices for past service or (2) the Shipper has had two delinquent or untimely payments in the previous twelve (12) month period. The Company may, either at the time of the request for service, or at any time thereafter upon a minimum of five (5) Days' written notice, request such a deposit or other credit assurance from Shipper. The credit assurances required by this Section are in addition to any credit assurances required from a Shipper in connection with the installation of additional facilities under Section 5, System Access Policy and Additional Facilities Policies and Payments, of these GT&C. To satisfy the required credit assurance in whole or in part, at Transporter's sole election, Shipper may be allowed to provide to Transporter a secured interest in Rate Schedule NNS Gas In Place storage inventory.

4.5 CALCULATION OF AMOUNT OF DEPOSITS OR OTHER CREDIT ASSURANCE. The amount of a required security deposit or other credit assurance shall not exceed the amount of an estimated six (6) months' bill of the Shipper, except for instances associated with new facilities or system expansion, in which case Transporter may require additional credit assurance. For purposes of establishing deposits or other credit assurance and estimating monthly bills, the Transporter shall take into account factors relevant to the Shipper including but not limited to the term of the Service Agreement, the level of contract entitlements under the Service Agreement, the level of volumes transported by Shipper on Transporter's System, past consumption history of the applicable End-User, if any, service history of comparable companies and any applicable provisions of this Tariff and of the rules and regulation of the Colorado PUC. Transporter may estimate anticipated Imbalance Quantities including possible Cash Out of such quantities in estimating such bills. Transporter may estimate Parking and Loaning quantities including an estimate of possible Cash Out requirements related to such Parking and Loaning quantities. Transporter may require an increased deposit or other credit assurance from the Shipper if it is determined subsequent to the original deposit request that the estimate, upon which the original deposit amount was based, for whatever reason, was low.

4.6 REMITTANCE OF DEPOSITS OR OTHER CREDIT ASSURANCE. When it becomes necessary for Transporter to demand a deposit or other credit assurance, or an increased deposit or other increased credit assurance, Transporter may require the Shipper to pay the full cash deposit or other credit assurance prior to service commencing or continuing. Alternatively, Transporter may accept any acceptable credit assurance, including but not limited to a guarantor, a prepayment of estimated bills, a surety bond or letter of credit in lieu of a deposit. Failure to provide the required security deposit or other credit assurance shall subject the Shipper to suspension and/or termination of service.

4.7 DISPOSITION OF CASH DEPOSIT OR OTHER CREDIT ASSURANCE.

- a. Transporter may refund a cash deposit or other credit assurance to a Shipper at any time that the Company determines, in its sole discretion, that the deposit is no longer necessary to provide adequate assurance that the Shipper's bills will be paid.
- b. Upon termination of a Service Agreement, Transporter shall refund the amount of the cash deposit or other credit assurance less the amount of any unpaid bills due Transporter. If the Transporter cannot return the deposit due to a lack of knowledge of the Shipper's whereabouts, the Transporter may retain the cash deposit subject to the escheatment laws of the State of Colorado and any applicable regulations of the Colorado PUC.
- c. Unless otherwise agreed to by the Transporter in writing, cash deposits or other credit assurance shall not be transferable from one Shipper to another Shipper.

4.8 RETAINING REFUNDS. Transporter may retain any required rate or service refunds as partial credit assurance.

5. SYSTEM ACCESS POLICY AND ADDITIONAL FACILITIES POLICIES AND PAYMENTS

5.1 Transporter will provide access to its system in a manner that is not unduly discriminatory.

- 5.2 Transporter will determine the facilities, if any, which are necessary to provide access to its system. The nature, extent, and timing of the addition of required facilities shall be determined in the Company's reasonable discretion, subject to the requirement that the addition of facilities can be reasonably and safely accomplished without adversely impacting the existing Firm service of another Shipper, subject to the conditions set forth in this Section of the GT&C. Except as otherwise provided in this Tariff, or as otherwise agreed to in writing by Transporter and a Shipper, the Company will install, assume ownership of, and provide maintenance for, all facilities added to provide access to its system.
- 5.3 Transporter under no circumstances shall be obligated to add any facilities or to expand the Capacity of its pipeline system in any manner in order to provide service under this Tariff; however, Transporter is willing to add facilities upon request of a Shipper or an applicant for service, subject to full cost reimbursement by said Shipper or applicant for service, whenever such facilities are deemed, in Transporter's reasonable judgment, to be economically, operationally and technically feasible, subject to the following conditions:
- a. Transporter has received acceptable assurances of the financial reliability of the Shipper or the applicant(s) for service requesting the additional facilities. Transporter and Shipper may mutually agree to enter into an agreement to provide for an Aid in Construction to provide, in whole or in part, a measure of financial assurance to Transporter.
  - b. When Transporter agrees with the Shipper(s) or the applicant(s) for service to construct or acquire new facilities, in order to provide service to the Shipper(s) or applicant(s) for service, Transporter shall require Shipper or applicant(s) for service to agree to one or more of the following provisions:
    - (1) To make a facilities reimbursement payment, including, if requested by Transporter, a gross-up for applicable state and federal income tax expense associated with such facilities;

- (2) To pay for the additional facilities in one lump sum payment, or in installment payments as agreed, to be completed no later than the expiration of the initial term of the Service Agreement, as negotiated by the parties;
- (3) To agree to a reimbursement schedule setting forth the terms, rates and conditions for reimbursement for the additional facilities charge, including an obligation to reimburse Transporter, upon demand, for any unauthorized capital charges, under a lump sum or agreed upon amortization schedule, which may remain if the Transporter's service to the Shipper or the applicant(s) for service is terminated prior to the end of the amortization period;
- (4) To agree to a Service Agreement(s) where the Shipper's commitments, including term, contract quantity and charges for service, provide an adequate economic basis for the connection and related facilities or otherwise create commercial opportunities or other benefits for Transporter's operations such that Transporter reasonably determines that it is appropriate for the costs to be borne in Transporter's general system costs for rate making purposes.

5.4 If the Transporter, in its reasonable judgment, agrees in writing that a Shipper(s) or an applicant(s) for service can satisfactorily install, operate and maintain any measuring equipment which the Shipper or the applicant for service desires to install, maintain or operate, pursuant to the specifications set forth in these GT&C, Transporter shall not be obligated to install such measuring equipment and the Shipper or the applicant for service shall be relieved of any obligation to reimburse the Transporter for the costs related thereto.



## 6. BILLING AND PAYMENT

6.1 BILLING PERIOD. Bills will be rendered by Transporter on or about the twelfth (12<sup>th</sup>) Business Day following the conclusion of each Monthly Billing Period. Bills can be made available, at Transporter's election, by posting of the bills on the EBB or by other electronic means, or by regular mail. All bills for service shall be rendered at the applicable maximum Rates shown on the Statement of Rates in this Tariff, unless otherwise agreed in the Service Agreement, or in a Discounted Rate Agreement applicable to the Service Agreement. Bills or invoices shall be due and payable on the due date shown on the bill, which shall be no earlier than ten (10) Days subsequent to the issuance of the bills. Bills not paid within twenty-five (25) Days of said bill issuance date shall be considered delinquent and subject to a late payment charge.

- a. As determined on a not-unduly discriminatory basis, Transporter may issue an out-of-cycle invoice to bill a Shipper at any time during the Month if the Shipper has exceeded the credit assurance limit.

## 6.2 SHIPPER OBLIGATIONS CONCERNING METER READINGS AND OTHER BILLING INFORMATION.

- a. When information necessary for billing purposes is in the control of the Shipper, such information shall be made available to Transporter by the Shipper on or before the eighth (8<sup>th</sup>) Business Day of the Month following the Month which most closely corresponds to the Monthly Billing Period in which the service was provided.
- b. Where Shipper operates the measurement facilities and such facilities include EFM equipment or where a third party tenders Gas for the account of Shipper, Shipper or its Agent shall electronically submit via email, or other acceptable means, to Transporter on or before 8:00 a.m. MCT of each Day the dry Dth and Btu of Gas received by Transporter at the Point(s) of Receipt during the preceding Day.

- c. In the event dry Dth and Btu measured Gas quantities are not available in a timely manner, the interstate pipeline, intrastate pipeline, gatherer, producer, point operator, or other third party in control of measurement at the meter shall provide an estimated quantity on or before the eighth (8<sup>th</sup>) Business Day of the Month following the Month associated with the Billing Period. Such estimated measurement data shall be identified as estimated and actual measurement shall be provided within fifteen (15) days. Transporter may invoice based on the estimated measurement to be supplied by such third party.

### 6.3 ESTIMATED AND/OR PARTIAL BILLS.

- a. Transporter may estimate the Shipper's service quantities for a Monthly Billing Period, and bill accordingly, under estimating procedures established by the Transporter, in any situation where Transporter cannot ascertain, with reasonable certainty, the Shipper's actual service quantities for the Monthly Billing Period. Transporter may use check measurement data, scheduled quantities, or other data sources to estimate service quantities on bills until actual data is available.
- b. When Transporter issues a billing based on estimated usage, it will maintain accurate records concerning such estimates, indicate on the bill that the usage was estimated, and make any appropriate adjustments upon subsequent receipt of actual service quantities that differ from the estimated service quantities underlying the estimated bill. A bill based upon service quantities provided by the Shipper shall not be deemed to be an estimated bill for purposes of this provision.
- c. Transporter may invoice for reservation charges or other fixed charges and fees in circumstances where actual usage data and/or imbalance quantities are not fully available at the billing invoice date due to computer or other data issues and Transporter elects to issue a partial bill in lieu of an estimated bill. In such cases, Transporter will include the charges for estimated or actual usage on a subsequent bill.

6.4 CONTENTS OF BILL. Among other information, the Shipper's bill will show the service type; the contract number; the receipt and/or delivery quantity transported or stored or otherwise served during the Monthly Billing Period for which the bill is rendered, if applicable; Dth billing data, as applicable; the date of the bill; contract entitlements as appropriate and as used for billing; the amount of total tax due, if any; the amount of any additional charges; installment payments, and other utility charges authorized by this Tariff or Colorado PUC rule; and the net amount of the bill. Where necessary information is available, the Shipper's Imbalance Quantity statement will be rendered with the bill or invoice and any Cash Out balance will also be billed in an accompanying invoice. Bills provided to Transportation Service Shippers also will show the unit billing rate for each service charge type as provided for in the Rate Schedules of this Tariff and will display the amount of FL&U reimbursement quantity associated with each rate schedule. As available from Transporter from time to time, the current bill may also report any outstanding balances including balance by invoice number.

6.5 ADJUSTED BILLS.

- a. All adjusted bills shall show adjusted charges due from the Shipper and/or the credit due to the Shipper for amounts paid, or shall show the balance due and payable. A credit may be applied against subsequent billings
- b. UNDER-BILLING. In the event of under-billings not provided for under Section 6.11 of these GT&C and caused by a change in data from an interconnecting pipeline or Operator, the Transporter may charge for the period during which the under-billing occurred, with such period not exceeding the bill adjustment period established in the Tariff of the applicable interconnecting pipeline or Operator, if any, unless otherwise agreed to in writing by Transporter and Shipper. Shipper may agree to pay the under-billing in a lump-sum or over a period equal in length to the period in which the under-billing lasted, and such under-billing shall not be subject to interest.

c. OVER-BILLING. In the event of over-billings not provided for under Section 6.11 of these GT&C and caused by a change in data from an interconnecting pipeline or Operator, Transporter shall refund for the period during which the over-billing occurred, with such period not exceeding the bill adjustment period established in the Tariff of the interconnecting pipeline or Operator, if any, unless otherwise agreed to in writing by Transporter and Shipper. The Shipper may elect to receive the refund as a credit to future billings or as a one-time lump-sum payment and such over-billing shall not be subject to interest.

6.6 PARTIAL PAYMENTS FOR REASONS OTHER THAN DISPUTED BILLS. Unless otherwise agreed-to by Transporter in writing, the Shipper shall remit payment in full, and shall reimburse Transporter for any amount billed. If, despite this requirement, a Shipper makes a partial payment on the bill, the Transporter shall credit the partial payment to the oldest outstanding balance(s) due from Shipper until the payment allocation is exhausted. In the event that Shipper fails to pay undisputed bills in full by the due date, Shipper may be subject to discontinuance of service under Section 3, Conditions for Refusal or Discontinuance of Service, of these GT&C or to a deposit request or additional deposit request or other credit assurances under Section 4, Creditworthiness, Related Deposits, and Other Credit Assurances, of these GT&C.

6.7 DISPUTED BILLS.

a. When the Shipper advises the Transporter prior to the proposed date for discontinuance that all or any part of a bill is in dispute by both e-mail and regular mail, the Shipper shall clearly state why the discontinuance of service is invalid. The Transporter shall record the date, time, and place that the Shipper gave notice of a dispute and postpone discontinuing service until a prompt and full investigation is completed.

- b. Transporter and the Shipper shall attempt to informally resolve the dispute to their mutual satisfaction. The Shipper shall advise the Transporter that a bill is in dispute in any reasonable manner, including but not limited to, mailed written notice, notice in person, notice by telephone, through pre-arranged meetings, formal or informal hearings or on-site visits with Transporter's personnel. In the event the dispute is not informally resolved, the Transporter shall advise the Shipper of the formal and informal procedures available before the Colorado PUC. Discontinuance of service shall occur after any required notice has been given to the Shipper.
- 6.8 ACCESS TO BOOKS. Transporter and the Shipper shall have the right to examine at reasonable times those books, records and charts of the other to the extent necessary to verify the accuracy of any billing statement, charge or computation made under or pursuant to any of the provisions of this Tariff.
- 6.9 BILLS AND FAILURE TO RECEIVE BILLS. Upon request, the Transporter shall advise the Shipper of its approximate billing date each Month. Failure to receive a bill shall not relieve the Shipper of its obligation to make payment as provided in this Tariff.
- 6.10 LATE CHARGES. Should Transporter fail to receive all invoiced amounts when due, Shipper shall pay Transporter a late charge on the unpaid and undisputed balance. Such late charge shall be billed at the stated interest rate approved annually by the Colorado PUC multiplied by the unpaid amount on a bill. Transporter may elect to waive late charges in a manner that is not unduly discriminatory.

6.11 CORRECTIONS. The time period for Shipper to notify Transporter or Transporter to notify Shipper of required corrections to a bill, or to invoice or statement data shall be six (6) months from the date of the initial bill with a three (3) month rebuttal period. Except as provided in Section 6.5 of these GT&C, corrections will be limited to the six (6) production months immediately preceding the last day of the Monthly Billing Period applicable to the contested bill. This limitation does not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact, and this limitation shall not diminish the Party(s) other obligations or contractual rights. If there is a deliberate omission or misrepresentation of fact, there will be no time limit on correction of the bill. If there has been a mutual mistake of fact, no corrections will be made for an invoice error unless the Party gives notice thereof within twelve (12) months after the error was committed.

6.12 PREPAYMENT OF CHARGES. Upon a firm Shipper's election, such Shipper may, at any time, prepay estimated charges under the Agreement(s). If the Shipper elects to prepay such charges and the Agreement is subsequently discontinued or terminated in accordance with the terms of the Agreement and this Tariff, Transporter shall refund to the Shipper any portion of the prepayment which applies to the post-termination period so long as the prepayment has not been applied against any amounts owed to Transporter. Transporter shall submit to Shipper a reconciliation of application of prepayment amounts.

6.13 RETAINING REFUNDS. Transporter may retain any required rate or service refunds to offset any unpaid bills.

## 7. MEASUREMENT

7.1 MEASUREMENT STANDARDS. All meters (including Ultrasonic, orifice, turbine, rotary and diaphragm type) shall be installed in accordance with the following standards, where applicable:

- a. Measurement of Gas by Multipath Ultrasonic Meters – AGA 9;
- b. Orifice Metering of Natural Gas – AGA 3; Parts 1-4;

- c. Orifice Metering of Natural Gas – Natural Gas Applications – AGA 3; Part 3;
  - d. Measurement of Gas by Turbine Meters – AGA 8;
  - e. Compressibility and Super-compressibility for Natural Gas and other Hydrocarbon Gases – AGA 8;
  - f. Table of Physical Constants of Paraffin Hydrocarbons and other Components of Natural Gas – GPA 2145;
  - g. Flow Measurement Using Electronic Metering Systems – Section 1 Electronic;
  - h. Gas Measurement – API 21.1;
  - i. Rotary-Type Gas Displacement Meters – AGA 7 and ANSI B109;
  - j. Diaphragm-Type Gas Displacement Meters – AGA 7 and ANSI B109.
- 7.2 UNIT OF MEASUREMENT AND METERING BASE. The volumetric measurement base shall be one (1) Cubic Foot of Gas at a pressure base of fourteen and seventy-three hundredths pounds per square inch absolute (14.73 p.s.i.a.), at a temperature base of sixty degrees Fahrenheit (60°F), and without adjustment for water vapor except as described in Section 7.5(b) of these GT&C.
- 7.3 ATMOSPHERIC PRESSURE. For the purpose of measurement, calculations, and meter calibration, the average absolute atmospheric (barometric) pressure shall be based on the actual elevation of each Point of measurement irrespective of variations in natural atmospheric pressure from time-to-time.
- 7.4 TEMPERATURE. The temperature of the Gas shall be determined at the Points of measurement by means of a properly installed recording thermometer or continuous electronic temperature transducer, or temperature-compensated meter.

7.5 DETERMINATION OF GAS COMPOSITION, TOTAL HEATING VALUE AND SPECIFIC GRAVITY.

- a. The Thermal (Total Energy) Content shall be the number of Btus per Cubic Foot of Gas at the base condition of 14.73 p.s.i.a. and 60°F dry. The Btu value will be determined utilizing the complete actual composition of the Gas according to the methods in GPA Standard 2172-02, titled "Calculation of Gross Heating Value, Relative Density and Compressibility Factor for Natural Gas Mixtures from Compositional Analysis," and corrected to the base conditions. For reporting purposes, Btu conversion factors will be reported to not less than three (3) decimal places and pressure base conversion factors will be reported to not less than six (6) decimal places. For calculation purposes, not less than six (6) decimal places will be used for both conversion factors.



- b. The Gas composition, Heating Value and specific gravity of the Gas may be determined by spot samples, continuous samples, or an on-line chromatograph. In the event a continuous Gas sampling device is used, intervals mutually agreed upon should not be less than once every Month. For conventional chart measurement, the arithmetical average of the Gas composition, hourly heating value and specific gravity recorded during periods of flow each Day by an on-line chromatograph, if installed, shall be considered as the Heating Value and specific gravity of the Gas Delivered during each Day. In the event electronic flow computer measurement is used, the determination of Total Heating Value and specific gravity from a chromatograph shall input continuously into the EFM for volume calculations. Such inputs also may be used in the measurement system to recalculate volume and energy at other meters subjected to the same Gas quality. In the event a continuous Gas sampler is installed, then the Heating Value and specific gravity shall be determined in the laboratory by chromatograph. Such determinations shall be considered as the Heating Value and specific gravity of all Gas Delivered during the applicable period of sampling. All Heating Value and specific gravity determinations made with a chromatograph shall use physical Gas constants for Gas compounds as outlined in GPA Standard 2145-00, Rev 2 Table of Physical Constants of Paraffin Hydrocarbons and Other Components of Natural Gas, with any subsequent amendments or revisions which Company may adopt in exercise of its reasonable judgment. The calculations (for Btu) shall be based on dry Gas if the Gas at the measurement Points contains less than seven (7) pounds of water per MMcf. If the Gas at the measurement Points contains more than seven (7) pounds of water per MMcf, the Btu value may be corrected for the water vapor of the flowing Gas based upon actual flowing conditions.

8. MEASUREMENT EQUIPMENT. Unless otherwise agreed upon, Transporter will install, maintain and operate or cause to be installed, maintained and operated, measuring stations equipped with flow meters and other necessary metering and measuring equipment by which the quantities of Gas received and equivalent quantities delivered hereunder shall be determined. Shipper may install check measuring equipment at its own cost and expense; provided such equipment shall be so installed as not to interfere with the operations of Transporter. Transporter and Shipper, in the presence of each other, shall have access to the other's measuring equipment at all reasonable times but the reading, calibrating and adjusting of electronic computer components and/or mechanical recording instruments thereof and the changing of charts shall be done only by the equipment owner or such owner's representative, unless another party is otherwise mutually agreed upon to perform the foregoing activities. Both Transporter and Shipper shall have the right to be present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with the other's measuring equipment; provided, however, failure of either Transporter or Shipper to witness such an operation shall not affect the validity of such operation in any way. The records from such measuring equipment shall remain the property of its owner, but upon request, each will submit within ten (10) Days to the other its records and charts, together with calculations therefrom, for inspection. The measurement equipment of Shipper shall be for check purposes only and, except as expressly provided herein, shall not be used in the measurement of Gas for purposes hereof.
9. NEW MEASUREMENT TECHNIQUES. If, at any time, a new method or technique is developed with respect to Gas measurement or the determination of the factors used in such Gas measurement, such new method or technique may be substituted by Transporter in exercise of its reasonable judgment. Transporter shall promptly inform all Shippers of any new techniques adopted.

## 10. CALIBRATION AND TEST OF METERS

### 10.1 Testing:

- a. The accuracy of all measuring equipment shall be verified by Transporter with meter testing equipment on site at reasonable intervals, and if requested, in the presence of representatives of Shipper, but neither Shipper nor Transporter shall be required to verify the accuracy of such equipment more frequently than once in any thirty (30) Day period. If either Party at any time desires a special test of any measuring equipment, it will promptly notify the other, and the Party(s) shall then cooperate to secure a prompt verification of the accuracy of such equipment.
  - b. Calibration and testing shall include: (1) verification of configuration; (2) verification of the accuracy of pressure transducers using certified deadweights or certified high accuracy gauges; (3) verification of temperature transducers using a high accuracy digital thermometer; (4) verification of the accuracy of the differential transducer using certified dead weights or certified high accuracy gauges for orifice meters; (5) verification of the rotor spin times for turbine meters; and (6) verification of the speed of sound for ultrasonic meters.
- 10.2 Meter Testing Equipment – Transducers on meters shall be tested using certified dead weights or high accuracy certified gauges, as applicable.
- a. At least once every three years, all devices used to test and/or calibrate any custody transfer measurement equipment shall be recertified at a Company approved laboratory.

- b. All devices used to test and/or calibrate any custody transfer measurement equipment shall be recertified at a Company-approved laboratory that, at a minimum, meets the National Institute of Standards and Technology specifications or tested against an industry standard at least annually during the interim two years between laboratory certifications as provided for in subsection (a) above.
- c. At least annually, all devices used as secondary standards shall be recertified at a Company-approved laboratory that, at a minimum, meets the National Institute of Standards and Technology specifications verifying that the accuracy of the device meets the industry secondary reference standards and that the device meets the appropriate standards of the National Institute of Standards and Technology.

10.3 Where applicable, adjustments to meters shall be made as required by the Colorado PUC's Rules Regulating Gas Utilities and Pipeline Operators.

11. CORRECTION OF METERING ERRORS. If, upon any test, any measuring equipment operated by the Company is found to be inaccurate, such equipment shall be adjusted immediately to measure accurately. If, upon any test, the measuring equipment in the aggregate is found to be inaccurate by two percent (2%) or more at a recording corresponding to the average hourly rate of Gas flow for the period since the last preceding test, any payments based thereon shall be corrected at the rate of such inaccuracy for any period which is known definitely or agreed upon, but in case the period is not known definitely or agreed upon, such correction shall be for a period extending over one-half (1/2) of the time elapsed since the date of the last test. Measurement data corrections should be processed within six (6) Months of the production Month with a three (3) Month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.

11.1 FAILURE OF MEASURING EQUIPMENT. In the event any measuring equipment is out of service, or is found registering inaccurately and the error is not determinable by test, or by previous recordings, Receipts or Deliveries through such equipment shall be estimated and agreed to by the Parties upon the first of the following methods which is feasible, but in no event for a period longer than six (6) months prior to the date the meter was removed from service for testing, unless otherwise agreed to by the parties:

- a. By correcting the error if the percentage of error is ascertainable by calibration, special test, or mathematical calculation, or if this approach is not feasible;
- b. By using the registration of any check meter or meters, if installed and accurately registering; or if neither approach is feasible, then,
- c. By estimating the quantity of Receipt or Delivery based on Receipts or Deliveries during preceding periods under similar conditions when the measuring equipment was registering accurately.

11.2 PRESERVATION OF RECORDS. Shipper and Company shall preserve for a period of at least three (3) Years, or for such longer period as may be required by appropriate authority, all test data, charts, applicable EFM data and other similar records.

## 12. PRESSURE AND DELIVERY CONDITIONS

12.1 RECEIPT POINT PRESSURE. Shipper shall tender Gas to Transporter at the pressure prevailing in Company's System at the Receipt Point, sufficient to enter Transporter's system but in no event at a pressure in excess of the maximum pressure specified for that Receipt Point as stated either in the Service Agreement(s) or posted in the Informational Postings section of Transporter's EBB.

12.2 DELIVERY POINT PRESSURE. Transporter shall Deliver Gas to Shipper at the Delivery Point at the pressure available in Company's pipeline at such point or as stated in a Service Agreement(s).

12.3 MUTUAL AGREEMENT. If mutually agreed upon in the Agreement, Transporter may make minimum and/or maximum Receipt Point and/or Delivery Point pressure commitments to Shipper on a basis that is not unduly discriminatory, provided there is no adverse effect on Transporter's system. Transporter will not enter into a minimum and/or maximum Receipt Point or Delivery Point pressure that will render it unable to meet its existing firm obligations.

13. QUALITY OF GAS. All Gas received by Company shall conform to the following specifications:

13.1 HEAT CONTENT. The Gas Delivered at each Receipt and Delivery Point shall contain a Gross Heating Value of not less than nine hundred fifty (950) Btus per cubic foot nor more than 1150 Btu per cubic foot at a base pressure of 14.73 p.s.i.a. and a base temperature of 60°F.

13.2 FREEDOM FROM OBJECTIONABLE MATTER. Except as provided in Section 13.4 below, the Gas which Company Delivers to Shipper and the Gas which Shipper Delivers to Company for transport shall be of merchantable quality and shall comply with the following requirements:

- a. Shall be commercially free from dust, gums, gum-forming constituents, dirt, impurities or other solid or liquid matter that might cause injury to or interference with proper operation of the pipelines, regulators, meters, or other equipment of Company;
- b. Shall not contain more than 0.25 grain of hydrogen sulfide per one hundred (100) cubic feet of Gas;
- c. Shall not contain more than five (5) grains of total sulfur (including the sulfur in any hydrogen sulfide and mercaptans) per one hundred (100) cubic feet;
- d. Shall not contain more than one (1) grain of mercaptans per one hundred (100) cubic feet;

- e. Shall not at any time have an oxygen content in excess of ten parts per million (10 ppm) by volume, and the parties hereto shall make every reasonable effort to keep the Gas free of oxygen;
  - f. Shall be Delivered at a temperature not in excess of one hundred twenty degrees Fahrenheit (120°F) or less than twenty degrees Fahrenheit (20°F). However, if the Company is required to dehydrate the Gas at the Receipt Point, then the temperature of such Gas shall not exceed ninety degrees Fahrenheit (90°F);
  - g. Shall not contain water vapor in excess of seven (7) pounds per million cubic feet of Gas from any individual receipt point on an absolute basis;
  - h. Shall not contain a Hydrocarbon Dew Point exceeding twenty five degrees Fahrenheit (25°F) at pressure between 100 p.s.i.a. and the maximum available operating pressures of Company's pipeline, as calculated from the Gas composition from any single Receipt Point; and
  - i. Shall not contain inert substances (carbon dioxide, nitrogen, helium or any other diluent compound) of more than five percent (5%) by volume of which not more than three percent (3%) by volume shall be carbon dioxide.
- 13.3 TESTING OF QUALITY OF GAS. Shipper agrees to supply or cause its designee to supply to Transporter upon demand, at any time and from time-to-time, a sample of liquids removed from the Gas stream at any Receipt Point or at any other point up to and including any Delivery Point for analysis at a laboratory of Transporter's choosing. If at any time substances or chemicals that Transporter deems hazardous, not merchantable or in any way unsafe for transportation are found in the liquid samples supplied to Transporter by Shipper or such samples are otherwise not in compliance with the requirements of this Section 13, Transporter may in its sole discretion immediately cease the Receipt of such Gas and any associated liquids through its facilities and reserves the right to treat or otherwise dispose of all such substances or chemicals in any reasonable commercial manner at Shipper's sole expense. Upon proof that such substances or chemicals are no longer present at levels deemed hazardous, not merchantable or unsafe by Transporter, Transporter shall restore service to Shipper at the affected Receipt Point.

#### 13.4 NON-CONFORMING GAS.

- a. Waiver of Quality Specifications at Receipt Points. Transporter, in its reasonable discretion and judgment, may waive, on a non-discriminatory basis, the Gas quality specifications at any Receipt Point to accept Gas that does not conform to the quality specifications set forth in this section, if Transporter determines that such acceptance will not interfere with Transporter's ability to: (1) maintain prudent and safe operation of part or all of Transporter's pipeline System, (2) ensure that such Gas does not adversely affect Transporter's ability to provide service to others, and (3) ensure that such Gas does not adversely affect Transporter's ability to tender Gas for delivery to a downstream pipeline or end-user.
  
- b. Waiver of Quality Specifications at Delivery Points. Transporter, in its reasonable discretion and judgment, may waive, on a not unduly discriminatory basis, the Gas quality specifications at any Delivery Point other than On-System Delivery Points to deliver Gas that does not conform to the quality specifications set forth in this Section, if Transporter determines that such acceptance will not interfere with Transporter's ability to: (1) maintain prudent and safe operation of part or all of Transporter's pipeline system; (2) ensure that such Gas does not adversely affect Transporter's ability to provide service to others, and (3) ensure that such Gas does not adversely affect Transporter's ability to tender Gas for delivery to a downstream pipeline or end-user. With respect to On-System Delivery Points, Transporter may waive Gas quality specifications to permit deliveries of non-specification Gas only if (a) all of the criteria previously listed in this paragraph are met, and (b) all Shippers that will be affected by the waiver consent to the waiver in writing.



c. Notwithstanding the provisions above, Transporter shall not be required to receive Gas at any Receipt Point which is of a quality inferior to that required by Transporter as set forth in this Tariff or to Receive Gas that may be rejected by a connecting pipeline or third party at any Delivery Point. In such circumstances and as allowed by the applicable Rate Schedule under which service is being provided and the scheduling processes in Section 18, Nomination and Scheduling Procedures, of these GT&C, Shipper shall have the option to nominate service at other Secondary Points, subject to Capacity availability. Transporter shall not be liable to Shipper, a connecting pipeline or any third party for any damages incurred as a result of Transporter's refusal to receive Gas as a result of this Section 13.

13.5 FAILURE TO MEET REQUIREMENTS. Should any Gas tendered by Shipper(s) to Transporter hereunder fail at any time to conform to any of the requirements of this section, Transporter shall notify the Shipper(s) of any such failure, and Transporter may suspend all or a portion of the Receipt of any such Gas or treat or otherwise dispose of any such Gas which may jeopardize Transporter's ability to meet its obligations to its other Shippers, render its Gas not merchantable for processing or delivery to a facility or point of interconnect or that may endanger the safe operation and integrity of Transporter's System. Transporter shall be relieved of its obligations hereunder to the extent of rightful suspension, treatment or disposal for the duration of such time as such non-conforming Gas tendered by such Shipper(s) does not meet the requirements of this section; provided, however, such suspension, treatment or disposal by Company shall not relieve Shipper(s) of its/their payment obligations under this Tariff. Upon receipt of notice by Transporter, Shipper(s) shall, at its/their expense, make a diligent effort to correct such failure by treatment, cooling, dehydration or any other action consistent with prudent operation so as to tender Gas conforming to the requirements of this section, and Shipper(s) shall reimburse Transporter for any loss of revenue or damages incurred, as determined solely by Transporter, as a result of Shipper's(s') delivery of such non-conforming Gas.

- 13.6 The Transporter reserves the right to extract or retain, or permit the extraction of, gasoline, hydrocarbon liquids or any other substance whatsoever from, or to otherwise process or treat or cause to be processed or treated (without impairing its merchantability), the Natural Gas received from Shippers for transportation under this Tariff, provided however Transporter will Deliver to Shipper thermally equivalent quantities equal to Receipt quantities less the FL&U Reimbursement Quantity, unless otherwise agreed to in writing by Shipper. Title to all extracted liquid and liquefiable hydrocarbons and other products, including any methane lost or removed in the extraction process or required for fuel, shall pass to the Transporter, unless otherwise agreed to in writing by Transporter, at no cost, and the Shipper shall hold the Transporter harmless and free and clear of adverse claims with respect to the same. On a basis that is not unduly discriminatory, Transporter may enter into an agreement with a Shipper(s) or other Party which provides for processing fees or for the disposition of revenues generated by the sale of any extracted liquids and liquefiable hydrocarbons or other products extracted from Gas transported under this Tariff. Should any Natural Gas tendered by Shipper(s) to Transporter in connection with this provision fail at any time to conform to any of the requirements of this section, Transporter, in its sole discretion, may refuse to Deliver to Shipper(s) such thermally equivalent quantities and/or to pay Shipper(s) for such Natural Gas and/or for any extracted liquids and liquefiable hydrocarbons or other products extracted from such Natural Gas, and Shipper(s) shall reimburse Transporter for any loss of revenue or damages incurred, as determined solely by Transporter, as a result of Shipper's(s') delivery of such non-conforming Natural Gas.
- 13.7 COMMINGLING. Gas Delivered by Shipper will be commingled with the Gas of other Shippers in the System. Accordingly, Shipper's Gas shall be subject to such changes in Thermal Content and other specifications as may result from such commingling.

Footnote: Moved to Sheet No. 119

14. ADJUSTMENT OF CONTRACT ENTITLEMENTS DUE TO CHANGE IN BTU.

Transporter and Shipper have agreed to contract entitlement(s) as stated in the Shipper's Service Agreements in Mcf and Dth under Rate Schedules FTS and NNS. The conversion of such entitlement(s) from Mcf to Dth is based upon an assumed average Thermal Content of Gas Received on and Delivered from the pipeline. Should the average Thermal Content of Gas change by more than 20 Btu as determined by Transporter no more than once annually, Transporter may adjust the Dth contract entitlements set forth in said Service Agreements accordingly to prevent the pipeline system from being overcommitted on a thermal basis. A corresponding rate adjustment may be filed with the Colorado PUC.

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15. POSSESSION OF, TITLE TO, AND WARRANTY OF GAS

15.1 POSSESSION OF GAS. Shipper shall be deemed to be in exclusive control and possession of Gas to be transported under this Tariff until such has been Received by Transporter at the Receipt Point(s). Transporter shall be deemed to be in possession of the Gas Delivered by the Shipper only from the time it is Received by Transporter for transportation at the Receipt Point(s) until it is Delivered to the Shipper at the Delivery Point(s). The Shipper shall be deemed to be in possession of such Gas prior to such Receipt and after such Delivery. Transporter shall have no responsibility with respect to such Gas before Receipt by it or after Delivery to the Shipper. The Shipper shall have no responsibility with respect to such Gas while it is deemed to be in Transporter's possession.

15.2 TITLE TO GAS. With the exception of the quantities retained by the Transporter for the FL&U Reimbursement Quantity and other allowable in-kind deductions, and except as provided in Section 13.6 of these GT&C, title, or the right to acquire title, to all Gas Delivered by the Shipper to Transporter for Transportation under this Tariff shall be held by the Shipper. Except as provided in this Tariff, Transporter shall not take title to the Gas transported or stored pursuant to a Service Agreement.

Footnote: Moved from Sheet No. 118.

15.3 WARRANTY OF GAS. The Shipper warrants that Gas received by the Transporter at a Receipt Point(s) for Shipper's account for transportation under this Tariff is free and clear of all liens, encumbrances, and claims whatsoever. By tendering Gas to the Transporter for transportation, the Shipper further warrants and represents that it will pay and satisfy, or make provision for the payment and satisfaction of, any taxes now and hereafter assessed upon the Gas so tendered as well as all claims of every nature whatsoever in, to, or in respect of Gas, Delivered or Received by it; and the Shipper agrees to defend at its cost and, when notified by Transporter, to indemnify, and defend if requested by Transporter, Transporter against all suits, judgments, liens, encumbrances, claims, demands, causes of action, costs, losses, and expenses, including reasonable attorneys' fees, arising out of or in any way connected to the Gas Delivered to Transporter. Transporter assumes no obligation whatsoever to any royalty owner or to the owner of any other interest of any kind in any Gas Delivered at the Point(s) of Receipt, and the Shipper shall pay all such royalties or other interests upon or with respect to such Gas. Transporter agrees to indemnify and hold harmless the Shipper against any loss or cost incurred by the Shipper on account of liens, encumbrances or claims resulting from any possession or Transportation Service by the Transporter.

16. ELECTRONIC BULLETIN BOARD (EBB).

16.1 DESCRIPTION OF EBB.

- a. Transporter maintains a web site, known as Transporter's EBB, which is available for use by Shippers and other interested parties upon request. The EBB has both secure and non-secure regions. Information of a general nature is included in the non-secure region, whereas confidential, Shipper-specific data is accessible only through the secure region which requires a logon identification and password. Daily back-up records of information displayed or entered through these web pages are archived and non-secure information is accessible to Shippers on a non-discriminatory basis. The data will be kept for a three (3) year period, inclusive of both current and archived data.

- b. The non-secure information is primarily comprised of Informational Postings, including listings of On-System and Off-System Delivery Points. Transporter, at its sole option, may add informational sections to these web pages in order to facilitate timely and complete communications with Shippers. The secure region provides access to nomination, confirmation, allocation and related Gas imbalance quantities and billing data. Logon identifications and passwords required to enter the secure region of the EBB may be obtained per the procedures outlined in Section 16.2 of these GT&C.

(1) **INFORMATIONAL POSTINGS AND PLANNING TOOLS.** The types of information available through the Informational Postings section of the EBB may include: (a) a copy of Transporter's current Tariff; (b) information on construction and maintenance projects impacting Capacity; (c) Imbalance Quantities including those available for transfer or trading among Shippers prior to Cash Out; (d) Firm and Interruptible rates and FL&U reimbursement percentages; (e) a catalog of currently active Receipt and Delivery Points delineated by On-System and Off-System categories and indicating which Point is available to which Rate Schedule; (f) minimum or maximum pressures at Point(s); and (g) general announcements and procedures, including notice of Critical Operating Conditions and Operational Flow Orders.

(2) **NOMINATIONS.** This feature allows for submittal of all Nominations for service under Rate Schedules in this Tariff, as applicable.

- (3) **GAS QUANTITY INQUIRY.** This feature provides access to reports detailing quantities of total Gas flows and allocated flows, by Point and identifier level for contracted point(s). The timing for reporting daily operational allocations after the Gas has flowed is typically within two (2) or three (3) Business Days after the end of the Gas Day. If the best available data for reporting daily operational allocations is the Scheduled Quantity, that quantity should be used for the daily operational allocation.
- (4) **CONTRACT REQUEST PROCESSING.** Potential Shippers must submit requests for new agreements to Transporter, using the Standard Form of Request for Service provided in this Tariff.
- (5) **IMBALANCE TRADING OR TRANSFER.** This feature provides information of Imbalance Quantities available for trade and/or Park or Loan Quantities available for transfer. If the EBB feature is enabled, Shippers can submit requests for or offers to trade or transfer, subject to Transporter approval.

16.2 **ACCESS TO EBB.** “Subscribers” are Shippers and other interested parties who obtain access to the interactive transactional web pages by contacting a representative of Transporter's Shipper Services department. Logon identifications, passwords and access instructions will be supplied upon request under the EBB access agreement and under the following terms and conditions as set forth in Sections 16.3 through 16.13, below. The EBB can be found in the pipeline section on the Company’s website. Subscribers must execute the EBB access agreement and individual user agreement forms or Transporter may deny the Party access to the EBB.

16.3 **AUTHORITY.** Users of the EBB shall be deemed to have agreed and admitted that any employee permitted by Subscriber to access the EBB shall have the legal authority to act on behalf of Subscriber in performing any functions, including those functions which are available presently and those functions which become available at a later date.

- 16.4 **INSTALLATION.** Each Subscriber shall purchase and ensure that lawful installation of the designated commercially available Internet browser software occurs for each computer from where the EBB is accessed.
- 16.5 **CONFIDENTIALITY.** Certain information contained on the EBB is confidential. A Subscriber shall not reproduce, disclose or otherwise make available confidential information contained therein to any other company, corporation, individual, or partnership.
- 16.6 **RELIANCE BY TRANSPORTER.** Transporter may act, and shall be fully protected by a Subscriber in acting, in reliance upon any acts or things done or performed by Subscriber's employees or designated agents on behalf of Subscriber and in respect to all matters conducted through this EBB. Transporter may correct errors in information entered into this EBB by a Subscriber promptly after receiving notice of the corrections or may require Subscribers to enter the corrections directly into this EBB.
- 16.7 **ACCESS TO CONFIDENTIAL INFORMATION.** Should a Subscriber require access to confidential information (such as Points, Nominations, Gas quantities, Service Agreements, or other Shipper-specific information deemed to be of a confidential nature requiring controlled access), Transporter will require the Subscriber to provide fully completed EBB forms and may require a written request and officer level approval, or other delegated authority, for issuance of a company-level computer access (logon) identification code and password. Upon receipt of such request, Transporter will endeavor return of a confidential logon code and password within one (1) business week.

16.8 LOGON. A Subscriber's logon identification and password are confidential and are used to identify that Subscriber. A Subscriber shall keep its logon and password confidential. A Subscriber will ensure that only authorized employees and agents of Subscriber will be given Subscriber's logon and password and only these authorized persons will be permitted to access the EBB on Subscriber's behalf. A Subscriber and the Subscriber's employees and agents will not disclose the Subscriber's logon and password to anyone. To ensure such confidentiality is not breached, requests from Subscriber employees or agents for information regarding Subscriber logon identification and password made subsequent to issuance of the original logon identification and password may not be honored without receipt by Transporter of additional authorization from Subscriber. Subscriber shall be responsible for and accepts liability for any security breach that is traced to Subscriber's logon identification and password.

16.9 BREACH OF SECURITY. A Subscriber shall promptly notify Transporter if there is any indication that a security breach has occurred with regard to Subscriber's logon identification and password. This includes, but is not limited to: (a) loss of confidentiality of logon identification and password; (b) termination of employment of any authorized employee; or (c) loss of authority to access the EBB by any authorized employee. Such notification shall be made to Transporter's Shipper Services department.

16.10 LIMITATION TO ACCESS. A Subscriber may attempt to access only that data for which Subscriber has authorization. A Subscriber shall provide supporting legal documentation prior to being given access to data of other subsidiaries, affiliates, or companies for whom it has an agency relationship. Section 29.6 of these GT&C addresses the requirements for agency agreements.

16.11 LIMITS OF RESPONSIBILITY. Transporter shall not be responsible for an omission or failure by Transporter to act or perform any duty requested by a function accessed via the EBB if such omission or failure to act is caused by or related to data lost in the transmission of such data from Subscriber's to Transporter's computer system, power failures, failure of backup systems, or any other event beyond the reasonable control of Transporter.



16.12 RESERVATIONS. Transporter reserves the right to add, modify or terminate EBB functions at any time subject to compliance with Colorado PUC regulations.

16.13 AGREEMENT. Any Subscriber that is not a Shipper under one of the Rate Schedules of this Tariff, but that has an operating interest, will be required, as a precondition of access to the EBB, to sign an agreement with Transporter pursuant to which the Subscriber agrees to be bound by the provisions of this Section.

17. SCHEDULING PRINCIPLES FOR, AND DETERMINATION OF, RECEIPTS AND DELIVERIES.

17.1 Shippers with primary rights to On-System Delivery Point(s) under a Service Agreement may not nominate or schedule Gas on such Service Agreement to Secondary Delivery Points.

17.2 The order for scheduling Gas quantities shall be as follows, with the point of restriction to be reviewed for primary or alternate/secondary rights both on a point and path basis progressively evaluating the point(s) of restriction from Receipt Point to path to Delivery Point. In addition to such scheduled quantities, Transporter will process unscheduled quantities under Rate Schedule NNS and APAL as provided in the associated Rate Schedule.

- a. Rate Schedule FTS at Primary Points and/or Primary paths, depending on the point of restriction at any point(s) or on any path(s) (scheduled pro rata based on Nominations);
- b. Transporter's operational purchases and sales and injection or withdrawal of Transporter's retained storage inventory;
- c. Rate Schedule FTS at Secondary Receipt Point(s), at Secondary path and/or at Secondary Delivery Point(s), depending on the point of restriction at any Point(s) or on any path(s) (scheduled pro rata based on highest daily reservation rate to lowest daily reservation rate where daily reservation rate equals monthly rate multiplied by 12 and divided by 365 rounded to the fourth decimal place, i.e. divided by 30.4167);

(1) On-System FTS contracts and limited-term Partial Assignments selecting the Seasonal Rate Option daily reservation rate shall equal the annual average reservation rate multiplied by 12 and divided by 365 rounded to the fourth decimal place, i.e. divided by 30.4167.

- d. Rate Schedule ITS (scheduled pro rata based on highest daily rate to lowest daily rate);
- e. Rate Schedule FTS authorized overruns (scheduled pro rata based on highest daily rate to lowest daily rate);
- f. Rate Schedule MCS (scheduled pro rata based on highest transaction value to lowest transaction value).

## 18. NOMINATION AND SCHEDULING PROCEDURES

18.1 NOMINATION PROCEDURES AND DEADLINES. If a Shipper desires transportation or storage service under this Tariff, on any Day, the Shipper shall comply with the following Nomination procedures. Nominating Parties will submit Nominations to Transporter in accordance with the procedures and conditions set forth in this Section 18. Any Nominations received after a Nomination deadline will be scheduled after Nominations received before that Nomination deadline. All Nominations must be submitted electronically, unless an alternate method is expressly pre-authorized by Transporter. Transporter reserves the right to waive the deadline specified herein as posted on Transporter's EBB, provided that no Shipper will be disadvantaged by such waiver.

a. Nomination Communications.

- (1) Transporter shall accept Nominations twenty-four (24) hours a Day via electronic communication. Transporter's EBB will contain after-hours and emergency contacts in the event communication is required beyond normal business hours.
- (2) Shipper shall provide to Transporter the appropriate after-hours and emergency contacts for Shipper.
- (3) Transporter shall not be liable to Shipper under any circumstances for any damages or losses that may occur as a result of Transporter's inability to communicate with Shipper.

b. Nomination Data Elements.

- (1) Submitted Nominations are original Nominations. If the Shipper desires to change such Nomination, original Nominations should be overwritten with replacement Nominations. When a Nomination for a date range is received, each Day within that range is an original Nomination. When a subsequent Nomination is received for one or more Days within that range, the previous Nomination is superseded by the subsequent Nomination only to the extent of the Days specified. The Days of the previous Nomination outside of the range of the subsequent Nomination are unaffected. Nominations have a prospective effect only.
- (2) Certain Nomination data elements are identified as "key" fields and define the basis of a unique Nomination record. Changes to non-key data elements will cause a previous Nomination containing the same key elements to be replaced. Data elements shall conform to the requirements of general industry data dictionary standards.

- (3) Transporter's key Nomination data fields are composed of: (1) Shipper name and business party identifier, (2) transaction type, (3) upstream or downstream Party(s), (4) service requestor contract number (to include type of service indicator), (5) the daily quantity of Gas in Dth to be received by the Company (including the Shipper's Transportation Quantities), (6) Daily Authorized Overrun Quantities, which must be Nominated as a separate transaction, (7) any Park, Unpark, Loan or Loan Payback quantities, (8) the FL&U Reimbursement Quantity at each specified Receipt Point, (9) Receipt Points, (10) the Daily quantity of Gas in Dth to be Delivered by the Company at each specified Delivery Point on the desired Day, (11) Shipper defined beginning and ending dates, and (12) upstream and downstream pipeline contract and/or business party numbers, if applicable. For the nomination data fields to be successfully entered, the total receipt nominations less the FL&U Reimbursement Quantity and other in-kind deductions must equal the equivalent Dth quantity of delivery Nominations.
- (4) Nominations must specify a beginning and ending date. Such dates must be no earlier than the effective date and no later than the termination date of the Service Agreement. Each Day, all Nominations for the next Day which have been received by Transporter at or prior to the Nomination deadline shall be processed pursuant to the GT&C of this Tariff.
- (5) All Nominations, including Intra-Day Nominations, shall be based on a Daily quantity. Intra-Day Nominations shall include an effective date and cycle. The Interconnected Parties shall agree on the hourly flows of the Intra-Day Nomination, as needed.

- c. Timing of Nominations and Confirmations. Transporter will support the industry standard five (5) nomination cycles.
- (1) First of the Month Service. The Shipper submits a Nomination by 12:00 noon, Mountain Clock Time (“MCT”), and such Nomination shall be received by Transporter by 12:15 p.m., MCT, one (1) Business Day prior to the first Day of the Month.
  - (2) Next Day Service (also known as the Timely Nomination Cycle). The Day before the Shipper desires to receive service, the Shipper submits a Nomination by 12:00 noon, MCT; and such Nomination shall be received by the Company by 12:15 p.m., MCT; 3:30 p.m. for receipt of Confirmations by Transporter from upstream and downstream parties: 4:00 p.m. for Transporter to provide Confirmed Quantities to affected shippers and point operators, and to provide Confirmed Quantities to Bumped parties. Gas flow period is one Gas Day which begins at 8:00 a.m. MCT the Day following Confirmations of the Nominations.
  - (3) Intra-Day Nomination Requirements. For services that provide for Intra-Day Nomination and scheduling, there is no limitation as to the number of Intra-Day Nominations (i.e. line items) which a Shipper may submit at any one standard nomination cycle or in total across all standard Nomination cycles. Intra-Day Nominations are to be submitted in full-Day quantities. Firm Intra-Day Nominations shall be scheduled ahead of previously scheduled Interruptible Nominations in the evening, Intra-Day 1 and Intra-Day 2 Cycles. Application of this provision will result in such Interruptible Nominations being Bumped.

- (4) When a previously confirmed and scheduled quantity is altered, notification of such alteration should be provided to all of the following parties that are affected: (1) confirmation requester, (2) confirming upstream or downstream Party, and (3) service requester or their agent.
- (5) Intra-Day Nominations shall be considered complete upon Transporter's receipt of a valid Nomination and the corresponding up and/or downstream confirmations.
- (6) Each Day, a Shipper may submit Intra-Day nomination(s).
- (7) Intra-Day Nominations may be used to request increases or decreases in total flow, changes to Receipt Points or changes to Delivery Points of scheduled Gas.
- (8) Intra-Day service nominations may be accepted at "qualified points" only. The criteria for a Receipt Point or Delivery Point to qualify as a "qualified point" are as follows:
  - (i) Electronic flow measurement availability with communications capability to the Company's measurement system;
  - (ii) Location capable of flow adjustment verifiable by the Company and upstream and downstream Transporting Pipelines;
  - (iii) 24 hour telephone contact for upstream and downstream Transporting Pipelines;

- (iv) The Shipper must advise upstream and downstream Transporting Pipelines to contact the Company; and
  - (v) The Company may refuse to Confirm an Intra-Day Nomination relative to a qualified point if the Nomination requires Confirmation from an upstream or downstream Interconnecting Pipeline(s) that is not providing Timely Confirmations.
- (9) Evening Nomination Cycle. For Evening Nomination Cycle service the Shipper submits a Nomination after 12:00 noon, MCT, but before 5:00 p.m., MCT, the Day before the Shipper desires service; 7:30 p.m., MCT, for receipt of completed confirmations by Transporter from upstream and downstream Parties, 8:00 p.m., MCT, for Transporter to provide Scheduled Quantities to affected Shippers and Point Operators and to provide Scheduled Quantities to Bumped parties. Scheduled Quantities resulting from Evening Cycle Nominations are effective for Gas flow beginning at 8:00 a.m. MCT the Day following Confirmations of the Nominations.
- (10) Intra-Day 1 Nomination Cycle: 9:00 a.m., MCT, for receipt of Nominations by Transporter; 11:30 a.m., MCT, for receipt of completed Confirmations by Transporter from upstream and downstream parties; 12:00 noon, MCT, for Transporter to provide Scheduled Quantities to affected Shippers and Point Operators and to provide scheduled quantities to Bumped parties. Scheduled Quantities resulting from Intra-Day 1 Nominations are effective at 4:00 p.m. MCT on the Gas Day.
- (11) Intra-Day 2 Nomination Cycle: 1:30 p.m., MCT, for receipt of Nominations by Transporter; 4:00 p.m., MCT, for receipt of completed Confirmations by Transporter from upstream and downstream parties; 4:30 p.m., MCT, for Transporter to provide Scheduled Quantities to affected Shippers and Point Operators and to provide scheduled quantities to Bumped parties. Scheduled Quantities resulting from Intra-Day 2 Nominations are effective at 5:00 p.m. MCT on the Gas Day.

(12) Intra-Day 3 Nomination Cycle: 6:00 p.m., MCT, for receipt of Nominations by Transporter; 8:30 p.m., MCT, for receipt of completed Confirmations by Transporter from upstream and downstream parties; 9:00 pm, MCT, for Transporter to provide Scheduled Quantities to affected Shippers and Point Operators and to provide Scheduled Quantities to Shippers. Scheduled Quantities resulting from intra-Day 3 Nominations are effective at 9:00 p.m., MCT, on the Gas Day.

(13) Chart Depicting Scheduling Cycles (all times shown in MCT):

<b>Gas Day affected by Intra-Day Nomination begins</b>	<b>Timely for Next Gas Day*</b>	<b>Evening for Next Gas Day*</b>	<b>Intra-Day 1 for Current Gas Day*</b>	<b>Intra-Day 2 for Current Gas Day*</b>	<b>Intra-Day 3 for Current Gas Day**</b>
Nom Period Ends	12:00 noon	5:00 p.m.	9:00 a.m.	1:30 p.m.	6:00 p.m.
Noms received by Transporter	2:15 p.m.	5:15 p.m.	9:15 a.m.	1:45 p.m.	6:15 p.m.
Completion of Upstream and Downstream interconnect Confirmations	3:30 p.m.	7:30 p.m.	11:30 a.m.	4:00 p.m.	8:30 p.m.
Posting of Report of Confirmed Noms and Notice to Bumped Parties	4:30 p.m.	8:00 p.m.	12:00 noon	4:30 p.m.	9:00 p.m.
Nomination Effective Time	8:00 a.m.	8:00 a.m.	1:00 p. m.	5:00 p.m.	9:00 p.m.

\*bumpable

\*\*no bump



- d. Content of Nominations. The Shipper shall include in any Nomination the key Nominations fields included in Section 18.1.b.(3). of this GT&C including: (1) the daily quantity of Gas to be received by the Company (including the Shipper's transportation volumes), (2) daily overrun volumes, which must be Nominated as a separate transaction, (3) the FL&U Reimbursement Quantity at each specified Receipt Point, (4) Receipt Points (Primary and/or Secondary), (5) the daily quantity to be Delivered by the Company at each specified Delivery Point (Primary and/or Secondary) on the desired Day, (6) Shipper defined beginning and ending dates, and (9) upstream and downstream pipeline contract and/or business party numbers, if applicable. The total receipt Nominations less the FL&U Reimbursement Quantity and other deductions must equal the equivalent thermal quantity of delivery nominations.
- e. Nominations Flow Rate and Rollover Options. All nominations, including Intra-Day Nominations, shall be based on daily quantity, thus, an Intra-Day nominator need not submit an hourly Nomination. Intra-Day Nominations shall include an effective date. All Nominations, excluding Intra-Day Nominations, have rollover options. Specifically, Shippers have the ability to Nominate for several Days or for an entire Month, provided the Nomination begin and end dates are within the term of the Shipper's Service Agreement. Intra-Day Nominations do not rollover and they do not replace the remainder of a standing Nomination.
- f. Confirmation of Nominations Received. The Shipper is obligated to view Confirmed Nominated quantities by accessing Shipper's account on Transporter's EBB.

- g. Confirmation by Interconnecting Party(s). The Transporter will initiate Confirmation of all Nominations with upstream and downstream interconnecting Party(s). The Company shall receive Confirmations for first of the Month and next Day service from all upstream and downstream interconnecting Party(s) by 3:30 p.m., MCT, on the Day Nominations are due. The Company shall receive Confirmations for Intra-Day service from all upstream and downstream interconnecting Parties as provided for in the Section 18.1.c(2) of these GT&C.
- h. Confirmation by Transporter. Nominations submitted in accordance with this Section 18 shall not become effective until Transporter has confirmed the nominated Receipt and Deliveries with upstream and downstream parties. With respect to each of the five (5) currently effective NAESB nomination cycles, as may be revised from time to time, at a Receipt Point or Delivery Point, the lesser of Transporter's or the Interconnecting Party's confirmed quantities will be the confirmed quantity.
- i. Confirmed and Scheduled Quantities. The Transporter will schedule Gas flow quantities on a daily basis consistent with the priorities established in Section 17, Scheduling Principles for, and Determination of, Receipts and Deliveries, of the GT&C of this Tariff. The Company shall provide Scheduled Quantities for first of Month and next Day nominations by 4:00 p.m., MCT, on the Day before Gas flow to the Shipper and Point Operator. By the end of each Gas Day, the Company shall make available to the Shipper information containing scheduled quantities, including scheduled Intra-Day nominations and any other scheduling changes. For evening, Intra-Day 1 and Intra-Day 2 scheduling cycles, previously Confirmed quantities may be Bumped by a transaction of higher scheduling priority, as provided for in Section 18.3 of these GT&C. An Intra-Day 3 service Nomination for Interruptible services will not be Confirmed if it would curtail Gas that is already flowing, regardless of the rate schedule the Gas is flowing under.

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- j. Inaccurate Nominations. Based upon the information that the Company has available concerning the quantity of Gas actually Received from and Delivered to the Shipper, or for the Shipper's account, if actual Receipts or Deliveries on any Day are more than five (5) percent over or under Nominations, or if actual Receipts differ from actual Deliveries on any Day by more than five (5) percent, Transporter may, by means of the telephone, electronic mail message or Company's EBB, notify the Shipper that it has a specified time in which to bring actual Receipts or Deliveries and Nominations more closely into agreement; provided that Transporter shall issue said notice within a reasonable period after the inaccurate Nomination condition becomes evident to the Transporter, but no later than one (1) hour before the last Intra-Day Nomination deadline established in the tariff(s) of interconnecting Party(s). In said notice, the Transporter shall inform the Shipper whether actual net Receipts need to be equal to or greater than actual Deliveries, or actual Deliveries need to be equal to or greater than actual net Receipts. Notwithstanding any provision of the Rate Schedules and these GT&C of this Tariff, a Shipper receiving notice under this paragraph will be permitted to submit an Intra-Day Nomination to the Transporter on or before the deadline for the last Intra-Day Nomination permitted in the tariff(s) of interconnecting Party(s) and the Transporter shall process and schedule said Nomination; provided that the Nomination is submitted for the purpose of complying with the directive contained within the notice provided to said Shipper. If the discrepancy is not brought within the five (5) percent tolerance within the specified time, the Transporter may adjust deliveries to compensate for the inaccurate Nominations. The action allowed by this paragraph is in addition to the Company's right to assess Authorized Overrun Quantity charges or Unauthorized Overrun Quantity charges, or any Imbalance charges, pursuant to the terms of this Tariff.

18.2 DELIVERY OF GAS. Based upon the daily quantity scheduled and such information as Transporter has available concerning the quantity of Gas actually Received, and subject to Section 27, Limitations on Obligations, of these GT&C, Transporter shall make daily Deliveries of the Shipper's Confirmed Nominations quantity. Both Shipper and Transporter shall make every best commercial effort to make certain the Daily Deliveries of Gas at the Delivery Point(s) shall be approximately equal to Daily Receipts of Gas by the Transporter at Receipt Point(s) for transportation, less the FL&U Reimbursement Quantity and any other allowable in-kind deductions.

18.3 For purposes of billing a Shipper, the order of services through a particular Delivery Point on any Gas Day, unless otherwise determined under Section 18.4 of these GT&C, will be:

- a. Nominated Rate Schedule FTS;
- b. Rate Schedule NNS, when quantities are nominated and scheduled;
- c. Transfer of prior Gas Day accumulated APAL quantities to Shipper's Rate Schedule NNS account;
- d. Rate Schedule NNS, when quantities are not nominated and scheduled;
- e. Nominated Rate Schedule ITS;
- f. Authorized overrun deliveries;
- g. Rate Schedule MCS;
- h. Rate Schedule APAL for the current Gas Day; and
- i. Unauthorized overrun deliveries.

18.4 The allocation of Gas quantities through any Receipt Point or Delivery Point will be the allocation supplied by the interconnecting pipeline or Operator, or, if none, as reported by the Point Operator of the delivering facilities, or, if not so reported, then according to the following formula.

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a. If the quantity of Gas available is equal to or greater than the total quantity of the daily Nominations at a point, Gas will be allocated pro rata to all services through the point, based on Confirmed and Scheduled Nominations;

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b. If insufficient Gas is available to satisfy Firm Nominations, the available Gas will be allocated pro rata to all services through the point, based on Confirmed and Scheduled Nominations;

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Notwithstanding the foregoing, the Company may, at its sole discretion, enter into pre-determined allocation agreements with upstream or downstream interconnecting Parties to accommodate allocation methodologies different from those outlined in this section. The allocation methodology types which the Company may agree to are (1) ranked, (2) pro rata, and (3) percentage; provided that only one methodology can be applied during an allocation period. The Party responsible for custody transfer (the Party performing the measurement function) may provide the allocation. The upstream interconnecting Party(s) providing the point confirmation may submit the pre-determined allocation to the Company after or during Confirmation and before the start of the Day.

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## 19. ALLOCATION OF CAPACITY

- 19.1 Capacity availability is determined by using Company's engineering analysis.
- 19.2 The Company may, but is not obligated to, list available point and/or path segment Capacity on its EBB.
- 19.3 The available Capacity required to meet the On-System demand behind the Black Hills Colorado Gas, Inc. system shall be assigned to that company. Black Hills Colorado Gas, Inc. shall make limited-term Partial Assignments of such Capacity pursuant to its tariff to a Shipper(s). Except as otherwise provided in this Tariff, any unsubscribed Off-System Capacity shall be made available to any Shipper or applicant for Transportation Service meeting the requirements of the applicable rate schedule on a highest economic value, first-come, first-served basis.
- 19.4 New Service Requests. Transporter may grant requests for Off-System service under Rate Schedules FTS and ITS, in a manner that is not unduly discriminatory, within the following time periods and subject to the listed conditions so long as no facility modifications are required: (a) For service with a term of one (1) year or longer, the service must be requested to begin no later than three (3) months from the date the request is granted, (b) For service with a term greater than three (3) months but less than one (1) year, the service must be requested to begin no later than one (1) month from the date the request is granted, (c) For service with a term of three (3) months or less, the service must be requested to begin no later than ten (10) Business Days from the date the request is granted. Requests for On-System service under Rate Schedules FTS, APAL and NNS shall be granted in a manner that is not unduly discriminatory within the following time periods and subject to the listed conditions so long as no facility modifications are required: (a) For service with a term of one (1) year or longer, the service must be requested to begin no later than three (3) months from the date the request is granted, unless otherwise agreed to in writing. In the event a system expansion is proposed, the timing of the new service requests will be determined by the terms of such expansion.

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19.5 Transporter may, but is not required to, hold future open seasons from time to time with respect to Off-System Transportation and/or Storage Capacity, if applicable then available for Transportation or Storage Service on its system, or any portion thereof, during which the Company will solicit bids, either binding or non-binding at Transporter's election, for the Capacity specified in the open season notice posted in the Informational Postings section of Transporter's EBB. Transporter may establish minimum terms and conditions for acceptable bids. All bids for the posted Capacity that are received during the period established for the open season shall be deemed to have been received at the same time. Transporter may award the Capacity offered through the open season process to the bidder offering the highest sufficient economic value as determined by a net present value calculation and credit evaluation. Transporter may weigh various economic factors and shall post such weighting process before bids are accepted. In the event that bids of equal value are received, the Capacity will be offered to the winning bidders pro rata based on the respective level of Capacity requested by each of said bidders.

19.6 The Company under no circumstances shall be obligated to sell Capacity on its system at a total rate less than the sum of the maximum rates set forth in this Tariff for the applicable Rate Schedule.

20. **THIRD PARTY CAPACITY.** Transporter may enter into transportation and/or storage agreements with upstream and/or downstream entities, including interstate and intrastate pipelines and storage providers ("third party capacity"). In the event Transporter acquires such third party capacity, Transporter shall use such capacity for operational reasons or to render service for its Shippers on the third party capacity. If Transporter acquires capacity from a third party for a Shipper's use, Shipper shall be required to pay Transporter the rates and charges Transporter is obligated to pay such third Party(s) for the third party capacity.

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## 21. RATE DISCOUNTING

21.1 On a not unduly discriminatory basis, Transporter reserves the right to adjust at any time any of the rates applicable to any individual Shipper without adjusting any other rate(s) for that Shipper or for any other Shipper, provided that such adjusted rate(s) shall not exceed the applicable maximum rate(s) and shall not be less than the applicable minimum rate(s) as such rate(s) are set forth in the Statement of Rates in this Tariff. All discounts shall be stated in the Service Agreement(s) or in a Discounted Rate Agreement pertaining to the Service Agreement and the discount from the maximum rate(s) shall be for a specified term. Acceptable forms of discounts include, but are not limited to:

- a. Discounted rates applicable to specified service entitlements under the Service Agreement;
- b. Discounted rates that apply, in whole or in part, only if specified minimum and/or maximum quantity levels are transported under the Service Agreement(s), on a monthly or annual basis, or over another specified term;
- c. Discounted rates that apply to transportation or storage of production reserves committed by the Shipper;
- d. Discounted rates that apply only during specified time periods;
- e. Discounted rates that apply only to service using specified Points of Receipt or Points of Delivery or to specified transportation paths;
- f. Discounted rates that apply only in a specified relationship to quantities actually delivered (i.e. a discount arrangement under which rates can be adjusted on a scale in a specified relationship to quantities actually delivered, so long as the adjustment to a rate does not exceed the applicable maximum rate(s) or fail to meet the applicable minimum rate(s) set forth in the Statement of Rates of this Tariff);



- g. Discounted rates for Firm service stated on a daily unit reservation basis instead of a monthly unit reservation basis;
- h. Discounted rates that apply only on a specified usage quantity.

Transporter may enter into Firm Service Agreements and/or Discounted Rate Agreements that provide for minimum annual commodity bills so long as the value of the minimum annual commodity bill does not exceed the annual value of the rate discount granted under said Agreement(s).

21.2 Transporter shall provide notice, by means of an EBB posting or by e-mail to Shippers, of On-System discounts given to firm On-System Rate Schedule FTS Shippers.

Footnote: Moved from Sheet No. 141.

## 22. REVENUE ADJUSTMENT MECHANISM.

- 22.1 **APPLICABILITY.** There shall be two separate credits under this Revenue Adjustment Mechanism (“RAM”). On-System Shippers taking service under Rate Schedule FTS are subject to a RAM credit (“RAM-FTS Credit”). On-System Shippers taking service under Rate Schedule NNS are also subject to a RAM credit (“RAM-NNS Credit”). The RAM FTS Credit and the RAM-NNS Credit are designed to adjust rates to reflect changes to certain net revenues as provided for in this Section 22. The RAM-FTS Credit and RAM-NNS Credit will be subject to change effective on January 1 of each year. The RAM-FTS Credit is a credit to the FTS Reservation Charge and the RAM-NNS Credit is a credit to the NNS Reservation Charge, as set forth on the Statement of Rates in this Tariff.
- 22.2 **ANNUAL FILINGS.** Each proposed revision in the RAM will be accomplished by filing an advice letter with the Colorado PUC on or before November 1 of each year to take effect on the following January 1. Transporter will include in its annual RAM filing all pertinent information and supporting data.
- 22.3 **IMPLEMENTATION OF THE INTERIM RAM CREDITS AND NEXUS TO 2017 GENERAL RATE FILING.** Pursuant to Decision No. C23-0456 in Proceeding No. 22AL-0426G, the Company will file an advice letter to revise the RAM-FTS Credit to reflect an estimate of base contract revenues received from RAM Base Contracts (as defined in Section 22.5 below) for the period July 15, 2023 through December 31, 2023. This interim RAM-FTS Credit will also include all other components described in Section 22.5, as applicable. The advice letter filing will also include an interim RAM-NNS Credit using applicable components described in Section 22.5. The Company will update the interim RAM Credits on the normal filing schedule.
- 22.4 **RAM CREDIT CALCULATION.** The RAM-FTS Credit and the RAM-NNS Credit shall each be equal to the sum of the applicable net annual revenues and net annual costs from applicable the components listed in Section 22.5. The RAM-FTS Credit will be calculated for Shippers taking service under Rate Schedule FTS, and a separate RAM-NNS Credit will be calculated for Shippers taking service under Rate Schedule NNS. The unit credit for the RAM-FTS credit shall be determined by dividing the tracked and trued-up net revenues and costs (excluding MCS revenues and costs) by the total maximum rate On-System MDTQ under Rate Schedule FTS. Discounted MDTQ will be excluded from the calculation of the RAM-FTS Credit. The unit credit for the RAM-NNS Credit shall be determined by dividing the tracked and trued-up net MCS revenues and costs by the total maximum rate MDWQ under Rate Schedule NNS.

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22.5 APPLICABLE REVENUES TO BE INCLUDED IN THE RAM CREDIT.

- a. REVENUES FROM OFF-SYSTEM TRANSPORTATION SERVICE UNDER RATE SCHEDULES FTS, FTS-1, ITS AND ITS-1. The RAM-FTS Credit shall include the net revenues projected to be received for the calendar year following the date of the annual RAM filing from the Firm and Interruptible Off-System Service Agreements that were in effect as of July 14, 2023 and designated as base contracts for the determination of the RAM-FTS Credit (“RAM Base Contracts”). The RAM-FTS Credit also shall include forty percent (40%) of all revenue projected to be received during said calendar year from Firm and Interruptible Off-System Service Agreements that became effective on or after July 15, 2023. In determining the revenues to include in the calculation of the annual RAM-FTS Credit, projected net revenues shall be trued-up with the actual applicable revenues received for the twelve months ending September 30 of the year in which the RAM-FTS Credit filing is made. In the determination of revenues subject to this paragraph Transporter may exclude from the tracked and trued-up applicable net revenues any net revenues that compensate Transporter for the cost of service of new facilities, including new facilities approved by the Colorado PUC in a request for a certificate of public convenience and necessity filed by Transporter
  
- b. REVENUES FROM RATE SCHEDULE MCS SERVICE. The RAM-NNS Credit shall include eighty-five percent (85%) of net monthly revenues actually received by Transporter for service rendered under Rate Schedule MCS for the twelve months ended September 30 of the calendar year in which the annual RAM filing is made. The MCS revenues will be shared only with Shippers taking service under Rate Schedule NNS. Transporter may exclude from the applicable net revenues any net revenues that compensate Transporter for the cost of service of new facilities, including new facilities approved by the Colorado PUC in a request for a certificate of public convenience and necessity filed by Transporter.

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c. REVENUES FROM LIQUID PRODUCTS SALES, CONDENSATE SALE REVENUES AND PROCESSING FEES AT OR NEAR THE RIFLE PROCESSING FACILITY. The RAM-FTS Credit shall include the net revenues projected to be retained by Transporter for the calendar year following the date of the annual RAM filing from liquid products sales, condensate sale revenue and processing fees at or near the Rifle Processing Facility up to a base annual amount in the RAM of \$336,000. The RAM-FTS Credit also shall include 75% of net Rifle-related condensate and processing revenues retained by Transporter which are greater than \$336,000 annually. Projected net revenues from liquid products sales, condensate sale revenue and processing fees at or near the Rifle Processing Facility shall be trued-up with actual applicable liquid products sales, condensate sale revenue and processing fees revenue received using data for the twelve months ending September 30 of the year in which the RAM-FTS Credit filing is made. Transporter may exclude from the tracked and trued-up applicable net revenues, any net revenues that compensate Transporter for the cost of service of new facilities, including new facilities approved by the Colorado PUC in a request for a certificate of public convenience and necessity filed by Transporter.

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- e. OPERATIONAL PURCHASES AND SALES. Transporter will track the costs and revenues associated in any month with operational purchases and sales. Transporter shall include one hundred percent (100%) of the net amount of such costs and revenues in the RAM-FTS Credit in the annual RAM filing. Such costs and revenues associated in any month with operational purchases and sales will exclude any amounts capitalized, included in Transporter's FL&U reimbursement percentage or otherwise recovered through Transporter's established base rates. The RAM-FTS Credit will be updated annually with these amounts.

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- f. REVENUES FROM AUTOMATIC PARK AND LOAN SERVICE. The RAM-FTS Credit shall include one hundred percent (100%) of net monthly revenues actually received by Transporter for service rendered under Rate Schedule APAL for the twelve months ended September 30 of the calendar year in which the annual RAM filing is made.

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23. FUEL, LOST AND UNACCOUNTED-FOR GAS (FL&U) REIMBURSEMENT MECHANISM

- 23.1 At least once annually, Transporter shall compute a reimbursement percentage(s) for FL&U to compensate Transporter for the FL&U experienced in its operations. Shipper shall be responsible for providing FL&U Reimbursement at each Receipt Point on a pro rata basis based on the quantities received on any Day. Transporter shall apply the deduction for the applicable reimbursement percentage(s) to Receipt Point quantities and Transporter shall have full title to such Gas following such reimbursement.
- 23.2 Transporter shall have the right to discount its FL&U reimbursement percentage in a not unduly discriminatory manner.
- 23.3 APPLICABILITY OF REIMBURSEMENT PERCENTAGES. Transporter may post to the Informational Postings section of its EBB those locations or those Receipt and Delivery combinations that are not subject to the FL&U Reimbursement Quantity percentage (i.e. no-fuel paths and locations). All Receipts will be subject to the FL&U Reimbursement Quantity percentage, unless discounted.
- 23.4 FL&U Reimbursement Quantity calculations shall be rounded to the nearest Dth for each Nomination transaction.
- 23.5 FL&U Reimbursement quantities have the same scheduling priority as the related transportation or storage transaction.

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24. [RESERVED FOR FUTURE USE]

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25. OTHER COST ADJUSTMENTS AND SURCHARGES

25.1 GENERAL RATE SCHEDULE ADJUSTMENT (GRSA). The charges for gas service calculated under the Company's maximum rate Reservation, Commodity, Injection and Withdrawal charges, as applicable, for gas service calculated under FTS, ITS, and NNS Rate Schedules shall be increased by 0.00%. Said increase shall not apply to the Litigated Settlement Special Rate Surcharge provision in this Section of the General Terms and Conditions.

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26. CONTINUOUS SERVICE. Transporter will exercise reasonable diligence and care to furnish continuous service to its Shippers, and to avoid any Interruptions or Curtailments of that service. The Shipper has been advised of, and has recognized before utilizing Transporter's service, the hazards of continuity of service. Transporter shall not be liable for Interruptions or Curtailments, or any loss or damage of any kind occasioned thereby, including consequential and punitive damages, to any Shipper, On-System Contract Assignee, End-User, or other entity if the same is caused by accident, acts of God, floods, fire, strikes, riots, earthquake, avalanche, war, or any other cause or contingency beyond its control.

## 2.7 LIMITATIONS ON OBLIGATIONS

### 27.1 FORCE MAJEURE.

- a. The Company shall not be liable on any account whatsoever to a Shipper for any failure, Interruption, or diminution in delivery of Gas hereunder, or any act, omission or circumstance occasioned by, or in consequence of, accident to, or breakage of, pipelines, equipment, or machinery, explosions, landslides, earthquakes, fires, lightning, floods, washouts, freezing, storms, the elements, the making of repairs, alterations or replacements, unscheduled maintenance, strikes, lockouts, or other industrial disturbances, riots, insurrections, civil disturbances, pestilence, acts of God or the public enemy, war, legal interferences, orders or requirements of any court of competent authority, or government agency, depletion or destruction of Gas wells or fields, diminution or failure of, or interference, partial or entire, with the Company's Gas supply or pipeline system, or, and without limitation by the foregoing, any other causes beyond the reasonable control of Transporter. In every case, Transporter shall exercise diligence to remove any such interference with its delivery of Gas and shall resume such delivery at the earliest practicable time.

- b. The Shipper shall not be liable on any account whatsoever to the Transporter for any failure to receive Gas hereunder when occasioned by, or in consequence of, accident to, or breakage of, pipelines, equipment, or machinery, explosions, landslides, earthquakes, fires, lightning, floods, washouts, freezing, storms, the elements, the making of repairs, alterations or replacements, strikes, lockouts, or other industrial disturbances, riots, insurrections, civil disturbances, pestilence, acts of God or the public enemy, war, legal interferences, orders or requirements of any court of competent authority, or government agency, or, and without limitation by the foregoing, any other causes beyond the reasonable control of the Shipper. Any such cause or contingency exempting the Shipper from liability for non-performance (excepting where prevented by valid orders or requirements of Federal, State, or other governmental regulatory bodies having jurisdiction in the premises) shall not relieve the Shipper of its obligation to pay demand charges or reservation charges or any other amounts owed in accordance with the provisions of this Tariff or Service Agreement(s). In every case, the Shipper shall exercise diligence to remove any such interference with its receipt of Gas and shall resume such receipt at the earliest practicable time.

27.2 CAPACITY CURTAILMENT. Whenever the capability of Transporter's system, due to any cause whatsoever, is such that Transporter is unable to Receive, transport, and/or Deliver the quantity of Gas contracted on a firm basis, including from injection into or withdrawal from storage, then Receipts, transportation and Deliveries will be Curtailed to the extent practicable as specified in Section 27.4 of these GT&C. Transporter will use reasonable efforts to provide at least four hours' notice in advance of the time Curtailment is required to commence except that, when due to an event of force majeure or to address a Critical Operating Condition, Transporter will give such notice as may be practicable under the circumstances.

27.3 In the event that a Receipt, transportation, or Delivery capability limitation is applicable only to a specific pipeline or area of the Transporter's system and the only Receipt, transportation and Delivery reduction required relates to that pipeline or specific area, then the reductions prescribed in this Section of these GT&C may be limited to such pipeline or area.

27.4 The order of service priorities for purposes of Curtailment, from lowest to highest but only impacting those categories required is as follows:

- a. Rate Schedule MCS;
- b. Rate Schedule FTS Authorized Overruns;
- c. Rate Schedule ITS;
- d. Rate Schedule FTS at Secondary Receipt Point(s), at Secondary path and/or Secondary Delivery Point(s);
- e. Transporter's Operational Purchases and Sales and Injection or Withdrawal; and
- f. Rate Schedule FTS at Primary Point(s).

The unscheduled load following features of the Rate Schedules APAL and NNS will not be made available to Shippers if the system is being Curtailed and no unscheduled load following quantities will be reflected in the Shipper's Rate Schedule NNS and Rate Schedule APAL accounts in the case.



Whenever the Capacity of all or a portion of Transporter's system or system segment, due to any cause, is such that Transporter is unable to serve all Interruptible Transportation Service Customers within priority letters (a) through (c), Shippers delivering to On-System Delivery Points will be curtailed last and Shippers delivering to Off-System Delivery Points receiving service at a lower rate, or transaction value for Rate Schedule MCS, will be curtailed before those Shippers receiving service to Off-System Delivery Points at a higher rate, or transaction value for Rate Schedule MCS. Should any Shippers have equal priority based on the rate paid, or transaction value for Rate Schedule MCS, available Capacity shall be allocated pro rata based on quantities scheduled (i.e., Confirmed Nominations).

Whenever the Capacity of all or a portion of the Transporter's system or system Segment, due to any cause, is such that the Transporter is unable to serve all firm service Shippers within priority letter (d), Shippers receiving service at a lower rate will be curtailed before those Shippers receiving service at a higher rate. Should any Shippers have equal priority based on the rate paid, available Capacity shall be allocated pro rata based on quantities schedule (i.e. Confirmed Nominations).

Whenever the Capacity of all or a portion of Transporter's system or system segment, due to any cause, is such that Transporter is unable to serve all firm service Shippers within priority letter (f), available Capacity shall be reduced pro rata based on Nominations.

## 28. LIABILITY.

28.1 It is expressly understood by the Shipper that the Transporter cannot in all instances enforce the Curtailment orders issued pursuant to this Section of the GT&C. If service under this Tariff is Curtailed, Transporter shall not be liable for damages of any kind, including consequential or punitive damages, to any Shipper, End-User or other entity on account of the unauthorized usage of Gas by another in violation of a Curtailment order issued pursuant to this section.

28.2 The Transporter shall have the right, without liability to any Shipper or End-User , to Curtail the Transportation or storage of Gas when necessary to test, alter, modify, expand, enlarge or repair any facility or property compromising a part of, or appurtenant to, its pipeline system, or otherwise related to its operation thereof.

29. OPERATIONS BY TRANSPORTER AND SHIPPERS AND IMBALANCE MANAGEMENT

- 29.1 Upon Transporter's request, a Shipper shall furnish to Transporter, as far in advance as operations permit, estimates of expected hourly, daily, monthly and annual quantities of Gas to be transported by Transporter for or on the behalf of Shipper.
- 29.2 Each Party shall use best commercial efforts to Deliver or take or cause to be Delivered or taken, Gas at reasonably uniform hourly and daily rates of flow, unless otherwise provided for in the Rate Schedule. However, either Party may request the other to change the rates of delivery or, if applicable, receipt. The Party requesting to make such changes will do so to the extent that it can without adversely affecting its deliveries of Gas to any other Shipper and/or without adversely affecting the Transporter's operations.
- 29.3 Transporter shall Deliver Gas quantities for a Shipper's account concurrently with the Receipt of such Gas quantities at a Receipt Point(s) to the extent practicable. The Parties recognize that they may be unable to control exactly the quantities Received or Delivered on any Day and that the quantities received by the Company may vary from the quantities Delivered on any Day. Variations shall be kept to a minimum and shall be balanced as soon as practicable. Daily and monthly activity and cumulative net variations may result in the application of charges or Cash Out of quantities as provided in Transporter's Rate Schedules and these GT&C. The Shipper and the Transporter shall manage Receipts and Deliveries so that the difference between the Receipt quantities and the Delivery quantities shall be kept as near zero as practicable, taking into account the FL&U Reimbursement Quantity and other allowable in-kind deductions. Transporter shall be under no obligation to accept from the Shipper more Gas at any Receipt Point than the Confirmed Nomination for such Shipper for the Receipt Point for that Day.
- 29.4 Transporter is not responsible for eliminating any Imbalances in Gas quantities between the Shipper and any third parties. Transporter is not obligated to deviate from its standard operating and accounting procedures in order to reduce or eliminate any such third party imbalances.

29.5 **IMBALANCE MANAGEMENT.** Shipper shall balance daily and monthly Receipt Quantities (less FL&U Reimbursement Quantities) and Delivery Quantities as closely as possible using commercial and best efforts. If Imbalance Quantities are not resolved pursuant to Shipper's Transportation and, if applicable, Storage Services, then such quantities will be cashed out as described herein.

- a. Imbalance quantities. For purposes of this Tariff, Imbalance Quantities shall mean the daily and cumulative difference between Receipt Quantities less FL&U reimbursement quantities and other allowable in-kind deductions, if any, and the quantities Delivered to Shipper at the Point of Delivery, resulting from current month activity plus any unresolved prior month activity.
- b. As provided in this Tariff, On-System Rate Schedule FTS Shippers shall first use all available required services to cure any Imbalance Quantities including any applicable Rate Schedule NNS service and/or Rate Schedule APAL service. Off-System Shipper(s) may request that Transporter transfer an Imbalance Quantity to a Rate Schedule MCS Transaction Request at any time, within a current calendar month and On-System Shippers may request the transfer of a Rate Schedule APAL Park or Loan to a Rate Schedule MCS Transaction Request once monthly between the ninth and eleventh business day of the production month balances which are closed by the twelfth business day.

- c. By the ninth (9<sup>th</sup>) Business Day of the month following the end of the month, the Transporter will make available to the Shipper, in the Imbalance Statements on Transporter's EBB, the production month-end Imbalance Quantity and/or the production month-end Rate Schedule APAL Park or Loan Quantity for said monthly billing period. Imbalance Quantities and/or Rate Schedule APAL Park or Loan Quantity may be traded between the ninth (9<sup>th</sup>) and eleventh (11<sup>th</sup>) Business Days among a Shipper's Service Agreements or between the like-kind Service Agreement of another Shipper as long as the trade offsets, in whole or in part, the Imbalance Quantities and/or the Rate Schedule APAL Park or Loan Quantity with respect to the affected Service Agreements. Said trades among a Shipper's own agreements or between the like kind Service Agreements of trading Shippers will be subject to validation for the like-kind trades (i.e., Off-System FTS/ITS with Off-System FTS/ITS; On-System FTS with On-System FTS in the event of suspension of APAL; and, On-System APAL with On-System APAL). Shippers will enter such trades on Transporter's EBB. The Shipper may request a transfer of the end of month Imbalance Quantity to, or from, as applicable, a Rate Schedule MCS Service Agreement and, if available, Transporter shall confirm and schedule such transfer.

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- d. If a Shipper is unable to fully cure its Imbalance hereunder through the procedures set forth in subparagraphs (b) and (c), a charge or credit, as the case may be, for such Imbalance will be added to the Shipper’s next monthly bill according to the following schedule:

Under-Deliveries as Percentage of Actual Deliveries	Under-Delivery Charge as Percentage of Index or cost of operational purchases
0% - 5%	100%
Greater than 5%	125%

The greater of (a) the mean of the highest of the Cash Out Index Price (highest of the Daily Price Survey, Midpoint Price (Flow Date) as published by *Platts’ Gas Daily* for the “Spot Gas Prices Delivered to Pipelines” relative to CIG Rockies, NW S of Green River, El Paso San Juan, Questar Rockies) for the period of time starting with the first day of the month that the imbalance was incurred and ending with the last day of the month the imbalance was incurred; or (b) the Company’s cost of operational purchase Gas for said Month if higher.

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Over-Deliveries as Percentage of Actual Deliveries or	Over-Delivery Charge as Percentage of Index cost of operational purchases
0% - 5%	100%
Greater than 5%	75%

The lesser of (a) the mean of the lowest of the Cash Out Index Price (lowest of the Daily Price Survey, Midpoint Price (Flow Date) as published by *Platts’ Gas Daily* for the “Spot Gas Prices Delivered to Pipelines” relative to CIG Rockies, NW S of Green River, El Paso San Juan, Questar Rockies), for the period of time starting with the first day of the month that the imbalance was incurred and ending with the last day of the month the imbalance was incurred; or (b) the Company’s cost of operational sales Gas for said Month if lower

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e. When a Shipper's Imbalance includes a prior period adjustment (i.e., an increase or decrease in the most recent Monthly Billing Period's Imbalance that represents an adjustment to the Shipper's Imbalance for a previous Monthly Billing Period), the Shipper will be allowed to cure the Imbalance associated with the prior period adjustment through the procedures set forth in subsection 29.5(b) and (c) above. Any such Imbalance associated with the prior period adjustment that is not fully cured under said procedures shall be cashed out at 100% of the price established by subsection 29.5(d) above as calculated for the Monthly Billing Period to which the prior period adjustment relates.

29.6 AGENCY (DELEGATION) AGREEMENTS. Transporter shall permit a Shipper, using the form of Agency Agreement set forth in this Tariff, to designate an agent responsible for performing specified tasks on behalf of Shipper with respect to a Service Agreement providing for service under a Rate Schedule included in this Tariff. Such Agency Agreements will designate Transporter as a third party beneficiary of the agency agreement. The Shipper designating an Agent will be fully liable for all payments required under this Tariff for the service provided to the Shipper, and also is responsible for ensuring compliance with all obligations of the Shipper applicable to the service provided under this Tariff.

29.7 AGGREGATION OF SERVICE RIGHTS. Transporter shall allow for aggregation on its system through its consent to the Form of Agreement for Limited-Term Partial Assignment of Transportation Service on Rocky Mountain Natural Gas LLC d/b/a Black Hills Energy and for Distribution Transportation Service on Black Hills Colorado Gas, Inc. set forth in the Black Hills Gas Distribution, LLC Tariff. The aggregated rights will be summarized on exhibits to such form.

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30. OPERATIONAL CONTROLS. When the Company reasonably determines that its projected deliverability or operational integrity, in whole or by Segment, including the ability to provide any Shipper Firm service entitlement, is threatened or compromised, Transporter shall be authorized to take action to correct such situation as described below. In such event, Transporter shall to the extent practicable, seek to remedy the situation as provided below; provided, however, that nothing herein shall preclude Transporter from bypassing one or more of the steps described below, if, in the Transporter's reasonable judgment, the situation so requires:

30.1 Transporter may install remote-controlled flow control equipment at any Delivery Point at any time if, in Transporter's reasonable operational judgment, the equipment supports the reliability and flexibility of the pipeline system. Further, if any Shipper has received more than six (6) Shipper-specific OFOs over any twenty-four (24) month period, Transporter may invoice such Shipper for up to 100% of the cost of installation of such remote-controlled flow control equipment.

30.2 OPERATIONAL NOTICES. Transporter may issue and/or post to its EBB operational notices including but not limited to Critical Notices and a Critical Condition alert, consisting of the following, as applicable:

- a. A description of the affected portion(s) of the system.
- b. A description of the condition(s) to be corrected and/or designation of the Shipper(s) to whom the Operational Notice is addressed.
- c. A list of remedial measures which can be voluntarily undertaken by the Shipper(s) or any other entities affecting the system to correct the situation. Remedial measures may include, but is not limited to the following:

(1) Changing Receipt Points or Delivery Points;

(2) Switching to alternate fuels or other changes in usage;

- (3) Changing Shipper reliance on storage service or services from other pipelines;
- (4) Utilizing existing voluntary arrangements for diversions of Gas between Shippers and/or other Parties;
- (5) Correction of and/or required Cash Out of current and/or historical imbalance quantities; and/or
- (6) Performing any other voluntary action which would tend to alleviate or forestall the situation.

d. Any other information, terms and/or conditions which the Company deems appropriate.

Upon issuance of an Operational Notice including a Critical Operating Condition Alert, Transporter may also take such actions as are within its control and discretion to alleviate or forestall the situation, including invoking the provisions of Section 27, Limitation on Obligations, of these GT&C. Shipper shall be notified of Operational Notices via telephone, fax, e-mail and/or posting on Transporter's interactive EBB and this shall constitute notice that issuance of an Operational Flow Order may be imminent.

30.3 OPERATIONAL FLOW ORDERS. An Operational Flow Order ("OFO") is an order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity, of the Transporter's system or a portion of the Transporter's system or to alleviate conditions to maintain operations required to provide efficient and reliable service.

a. Transporter shall have the right to issue OFOs as specified in this section if such action is required in order to:

- (1) Alleviate conditions which in the Transporter's judgment threaten the integrity of any Segment(s) of Transporters system;



- (2) Maintain pipeline operations at the pressures required to provide efficient and reliable Firm transportation and storage services;
- (3) Correct Imbalance quantities including immediate required cash Out of such accumulated or daily quantities;
- (4) Maintain service to all Firm Shippers and for all Firm services;
- (5) Maintain the system in balance for the foregoing purposes; and/or
- (6) In one of the following situations:
  - (i) In the event that Receipts in a Segment of the Transporter's system exceed scheduled Receipts so that high system pressures back off scheduled Receipt Quantities, the Company may issue an OFO to all Shippers in the affected Segment of the system stating that a high pressure condition exists. All such Shippers will be required to review their Receipt quantities at Receipt Points on the affected portion of the system. Those Shippers who are receiving more than their scheduled quantities, or who are otherwise responsible, in whole or in part, for the high pressure condition, will have four (4) hours in which to make needed adjustments, or be subject to the penalty specified in this section. An OFO issued pursuant to this paragraph will be canceled by the Transporter when the high pressure condition has been corrected and the system imbalances created by the high pressure condition have been reasonably resolved.

(ii) If, in the Transporter's judgment, impending operating conditions will cause the delivery pressure to one or more Shippers to drop to a level which could jeopardize system integrity, Transporter may immediately issue an OFO pursuant to this paragraph requiring that Deliveries under Transportation Service be made at a uniform hourly flow rate effective three (3) hours after issuance of the OFO. Failure to comply with such order on a timely basis will subject non-complying Shippers to the penalty specified in this section. If only one Segment of the Transporter's system is affected by low pressure, the OFO shall be limited to that Segment of the system. For the duration of the OFO, increases in Scheduled Delivery Quantities within affected Segments of the Transporter's system will be made on a prospective basis only.

(iii) In the event there is a need for the Transporter to engage in routine and normal maintenance of the system, to undertake repairs and replacements of lines of pipe, to schedule Department of Transportation compliance activities, to install taps, to make pig runs, to test equipment, or to engage in similar actions affecting the Capacity of any portions of the system, the Company may issue an OFO(s) pursuant to this paragraph, without the existence of a force majeure event, which will contain an estimate of the time, duration, and impact of the activity. This provision is in addition to Section 27, Limitations on Obligations, of these GT&C, as an event of force majeure may affect Deliveries without triggering the need for an OFO. An order issued pursuant to this paragraph shall be canceled when such planned maintenance or other activities have been completed.

(iv) Transporter may, on a not unduly discriminatory basis, issue such other reasonable OFOs as may be required for the purposes set forth in this section in order to provide the services contemplated in this Tariff.

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Before issuing a general system or limited segment OFO, Transporter will attempt to identify a specific Shipper(s) causing a problem, will then issue a Shipper-specific OFO and will attempt to remedy those problems. Where operationally feasible, service to Interruptible Shippers will be suspended prior to issuing an OFO Curtailing service to Firm Shippers.

- b. The Transporter will endeavor to notify affected Shippers by telephone, fax or e-mail and/or through the Transporter's EBB at least twenty-four (24) hours prior to the implementation of an OFO; provided, however, that a shorter notice period may be given where action must be taken to protect the integrity of the system. Such notice shall include, but not be limited to:
- (1) Identification of the Shippers or Interconnected Parties subject to the OFO;
  - (2) The time the OFO will become effective;
  - (3) The estimated duration of the OFO;
  - (4) The triggering Tariff provision which is the basis for the OFO;
  - (5) Whether the Transporter's system or segment is over-Delivered or under-Delivered;
  - (6) Whether actual net Receipts need to be equal to or greater than actual Deliveries, or actual Deliveries need to be equal to or greater than actual net Receipts;
  - (7) Whether authorized overruns are acceptable; and
  - (8) A 24 hour contact number for Transporter during the duration of the OFO.

Where an OFO is issued pursuant to this section and made effective on less than twenty-four (24) hours' notice, Transporter will provide affected Shippers with a detailed explanation, with all relevant information specific to the individual situation, to justify issuance of the OFO.

- c. Upon issuing an OFO, Transporter shall endeavor to notify all affected Customers by telephone and on Transporter's internet website. Shippers must notify the Transporter of the name, email address, fax number and telephone number of a person who will be available on a 24-hour basis to receive notice of the issuance of an OFO. Transporter will give a twenty-four (24) hour phone number in the notice.
- d. If an OFO is issued, Transporter will direct one or more Shippers to adjust Receipts and/or Deliveries at specific Point(s) on the Transporter's system. Transporter reserves the right to request holders of Firm Capacity under Rate Schedules FTS and NNS of this Tariff to use their Primary Receipt Point(s) or Primary Delivery Point(s) to maintain the integrity of the system.

- e. On any Day that an OFO is in effect, all quantities tendered or all quantities not tendered on an individual Service Agreement basis to the Transporter by a Shipper and/or taken by a Shipper on a daily basis in violation of the Transporter's OFO shall constitute unauthorized Receipts or Deliveries for which a charge of \$25.00 per Dth shall be assessed unless the quantities are otherwise cured under the terms of the Rate Schedules of this tariff. With respect to quantities tendered or taken on a daily basis in violation of an OFO, the Shipper also shall be assessed a charge equal to the highest Cash Out Price as defined in the Imbalance Management section of the GT&C of this Tariff for the Day that the unauthorized deliveries occurred; provided that said unauthorized deliveries shall be excluded from the determination of an offending Shipper's Imbalance for the Monthly Billing Period. Shippers will be exempt from penalties on imbalances that result from complying with an OFO. Imbalances accrued as a result of compliance with an OFO will be cashed out at 100% of the index price as noted above, and such amount of Imbalance will be excluded from the monthly cash out provisions. Upon an OFO becoming effective, as specified in the OFO or as provided in this section, Shippers, Transporting Pipelines, and other Parties shall be permitted the time stated in the OFO, or such lesser time as is required to protect the integrity of the transporter's system, to make adjustments in compliance with the OFO(s). If the Shipper, Transporting Pipeline, or other Party adjusts its tenders or takes within such notice period, then no charge, as provided for herein, shall be assessed.

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f. Compliance with OFOs and the other terms and conditions of this Tariff is essential to provide Deliveries and services under all Rate Schedules. A failure by one or more Shippers to comply with an OFO may affect the Transporter's ability to provide such deliveries and services. Shippers failing to comply with an OFO may be held accountable, either directly or as a third party defendant, for any damages so caused to other Shippers and/or to the Transporter. In such event, and in addition to other remedies available under this Tariff and applicable law, the Transporter shall have no liability or responsibility for its inability to provide services under the affected rate schedules or Service Agreements and will be indemnified and held harmless by the offending Shipper(s) against any claim relating to such failure to provide deliveries and services. Payment of any penalties pursuant to this Tariff for such non-compliance shall not be construed in any way to entitle the Shipper to engage in such actions, nor shall such payments be considered as relieving such Shipper of its responsibilities under this section.

30.4 UNAUTHORIZED GAS. Unauthorized Gas is Gas which has not been Nominated by the Shipper and scheduled and confirmed by the Transporter at a Receipt or Delivery Point. The Transporter will notify the Point Operator by approximately the fifteenth (15<sup>th</sup>) Day of each Month of their level of unauthorized Gas for the preceding Month.

- a. Unauthorized Receipts. Any unauthorized Gas received onto the Company's system shall become the property of the Company immediately. Unauthorized Gas is any gas received onto the system without a corresponding Service Agreement nomination in place.
- b. Unauthorized Deliveries. When Unauthorized Gas is taken from the Company's system by a Point Operator without a Service Agreement, such Gas shall be treated as Unauthorized Delivery. Unauthorized Delivered Gas treated as an Operator overrun will be deemed to have used the Transporter's facilities. The Operator shall be deemed to have purchased the Gas at a price equal to 150% of the "Cash Out Index Price", as defined in Section 30.3.e of the GT&C of this Tariff for the month in which the Operator overrun Gas is taken, unless otherwise agreed to in writing.
- c. If Point Operator receives Unauthorized Gas during an OFO period, in addition to the provisions set forth above in Section 30.4(b), the Point Operator will be subject to unauthorized deliveries charges as contained in Section 30.3.e of these GT&C in addition to this Section 30.4, if applicable.

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31. OPERATIONAL PURCHASES AND/OR SALES.

31.1 Transporter may buy and/or sell Gas to the extent necessary (a) to maintain system pressure and line pack, (b) to balance FL&U Reimbursement Quantities, (c) to implement any required cash out activity as provided for in the GT&C of this Tariff, (d) to provide storage base gas or retained storage gas working inventory, and (e) to perform other operational functions of Transporter in connection with transportation, storage and other Tariff services.

31.2 Transporter may, at its discretion, post quantities it has available for operational purchases or sales on Transporter's EBB to facilitate the ability of Shippers to provide bids for such quantities.

31.3 At least once every twelve (12) months, including, at Transporter's election, in the RAM filing, Transporter will provide a summary of amounts and prices of operational purchases and sales.

32. COMPANY PROPERTY. All lines of pipe, apparatus, instruments, meters, regulators and related equipment and material supplied and owned by the Transporter will be and remain the property of the Transporter. Except in emergencies where immediate action is needed to preserve life or property, Transporter's property shall not be worked upon, tampered with, modified, altered, or otherwise interfered with by the Shipper, or any agents, employees, licensees or contractors of the Shipper, without prior authorization from the Transporter.



### 33. OPERATOR-OWNED FACILITIES

- 33.1 All Gas piping, appurtenant facilities and Gas-burning appliances or equipment located upstream or downstream of Transporter's Facilities, at or within the Shipper's property or premises shall be owned, maintained, and controlled in a good and safe condition solely by the Shipper, the Operator of the property or premises and/or the premises' owner in accordance with municipal regulation, the National Fuel Gas code, the Company's rules, Tariffs, terms, regulations, and other applicable laws and regulations as amended from time to time. Except as otherwise required by law, Transporter does not undertake to, or assume the obligation for, the inspection, testing, maintenance, or repair of equipment or facilities not owned by the Transporter. Transporter may refuse to connect or continue service until the Shipper remedies or corrects faults or defects involving Shipper-owned facilities.
- 33.2 Shipper shall be responsible for all costs relating to maintenance of Shipper-owned piping and facilities. The owner of the piping and/or facilities shall be responsible for arranging and paying for any required maintenance and repair of said piping and/or facilities and all materials, installation and work performed must comply with all applicable laws and regulations. The owner of the piping and/or facilities shall provide the Company with an assurance acceptable to the Company that all materials, installation and work performed comply with all applicable specifications, laws and regulations before Gas service will be restored or continued. The Company shall have no duty to inspect work performed by anyone other than that Company.
- 33.3 LIABILITY. The private owner of any Piping and/or facility not owned by Transporter shall be solely responsible for the loss or escape of any Gas from said Piping and/or facility, and shall be responsible for any resulting fire, explosion, injury or damage caused thereby.
- 33.4 Nothing in this rule, in any other Tariff provision, or in regulations shall be construed to impose any liability on the Company for the loss or escape of Gas from any of the facilities of a Shipper or Interconnection Party or other third party, or for any injury or damage caused thereby or otherwise related to any piping or facility owned or operated by such parties.

#### 34. INSPECTION BY COMPANY

34.1 The Shipper or Point Operator, when notified in advance, at reasonable hours, and pursuant to paragraphs 34.2 and 34.3 of this section, shall permit authorized employees and inspectors of the Company, when properly identified, to enter upon and into the Shipper's premises for the purpose of inspecting, installing, relocating, or repairing the Transporter's facilities and piping, conducting leak and cathodic protection surveys, ascertaining connected loads and making other safety tests or inspections required by state or federal regulations.

34.2 If a Shipper, Point Operator or applicant for service refuses to allow the Transporter onto the premises, in the situation delineated in paragraph 34.1 of this section, the Company may, at its discretion, and pursuant to Section 3, Conditions for Refusal or Discontinuance of Service, of these GT&C, discontinue or refuse service to the Shipper, Point Operator, or applicant.

35. RELOCATION OF FACILITIES. Notwithstanding any provision contained within this Tariff, the Shipper will bear the cost of relocating facilities used in the provision of Gas service to the Transporter when necessary to comply with applicable legal requirements or to mitigate potential or existing safety hazards. The Transporter may assess a charge not to exceed a commercially acceptable charge for all work performed, plus equipment charges and materials. If the work must be performed outside of normal business hours, either due to exigent circumstances or at the Shipper's request, the Company may reasonably reflect a charge applicable to such after-hours service calls.

36. DISCONNECTION FOR DANGEROUS CONDITION FOUND ON SHIPPER'S PREMISES. The Shipper shall install and maintain the Gas piping on the Shipper's premises either in accordance with the ordinances of the city in which the Shipper is located or in accordance with the Company's standards. Transporter may terminate service to the Shipper immediately and, if said termination occurs, shall give written notice of any defective Shipper-owned facility or unsafe conditions which may impair service or may result in injury or damage to any person or property.

### 37. LIABILITY

37.1 Transporter assumes no responsibility for the inspection and/or repair of defects in Shipper's piping or other facility(s) on the Shipper's premises and will not be responsible for any injury, loss, or damage resulting from such defects or improper installation, except where such loss, damage, or injury is the result of the Transporter's sole active gross negligence or willful misconduct.

37.2 Transporter shall not be liable for injury to persons or damage to the Shipper's property caused by accident, acts of God, fires, floods, strikes, riots, earthquakes, avalanches, war or any other cause or contingency beyond its control.

37.3 The Shipper shall be responsible for any damage to, or loss of, Transporter's property located upon the Shipper's premises caused by or arising out of carelessness, negligence, misuse, or interference by the Shipper, the Shipper's Agents or employees, or other persons not authorized by Transporter. The cost of making good such loss or repairing such damage shall be paid by the Shipper.

37.4 The Shipper shall hold Transporter harmless and indemnify it against all liability for injury to persons or damage to property occurring on the Shipper's side of the Point of Delivery except where such injury or damage is the result of the Transporter's gross negligence or willful misconduct. In such event, liability will be apportioned between the Transporter and the Shipper, in accordance with the degree of fault of each.

37.5 In no event shall the Transporter be liable for consequential or punitive damages.

38. REMEDIES. In addition to the specific remedies set forth in this Tariff, Transporter or the Shipper may assert any other remedy it may have at law or in equity.

39. **TARIFF SUBJECT TO REVISION.** This Tariff, and all of its rates, charges, fees, Rate Schedules, terms and conditions and other provisions, shall at all times be subject to modification (whether additions, revisions or deletions) by order of the Colorado PUC, upon notice and hearing and a finding of good cause therefor, or otherwise as allowed by operation of law. Either the Company or the Shipper may at any time request that the Colorado PUC modify the rates, charges, fees, Rate Schedules, terms and conditions and other provisions of this Tariff. The Parties to any agreement or service under this Tariff shall be bound by any such authorized modifications from and after the effective date of such modifications.

40. **GOVERNMENTAL REGULATIONS (DULY CONSTITUTED AUTHORITIES).** This Tariff, including the rates and other charges and fees, Rate Schedules, and the terms and conditions of service and any contracts or agreements executed pursuant hereto, is subject to valid current and future laws, orders, rules and regulations of duly constituted authorities having jurisdiction. Each Party's obligations under this Tariff, and under any contracts or agreements executed pursuant hereto, are conditioned upon obtaining authorization from the appropriate governmental authorities.

41. **ALTERATION OF RULES AND REGULATIONS.** No agent or employee of the Company has the right to modify or alter the rates, Rate Schedules, terms, conditions, rules or regulations, or forms of agreements contained within this Tariff or to make any promises or representations not contained in this Tariff, or supplements thereto and revisions thereof.

42. **GENERAL AND SPECIFIC WAIVERS AND NON-WAIVER OF FUTURE DEFAULT**

42.1 Transporter's failure to exercise any right or rights under this Tariff shall not be considered a waiver of such right or rights in the future, nor shall Transporter's waiver of any one or more defaults by the Shipper in the performance of any of the provisions of this Tariff operate as a waiver of any other existing or future default or defaults, whether of a like or different character.

42.2 Any waivers granted by the Transporter shall be granted in a not unduly discriminatory manner.

42.3 Transporter may waive, in a not unduly discriminatory manner, a Shipper's charges, penalties, gas quality requirements or other service obligations under this Tariff. Transporter will maintain a log of any such waivers and will post any such waivers on its EBB if considered material in Transporter's sole judgment. Transporter may also waive certain of its Tariff obligations such as timely billing provided such waiver is posted on the EBB.

43. NOTICES. Except as otherwise provided in this Tariff or the Agreement, operational communications may be made by telephone, EBB posting or e-mail message or other mutually agreeable means, provided that the Transporter shall retain all such related operational e-mails and EBB postings for a period of no less than 3 years. Any notice, request, demand, statement or bill provided for in this Tariff, or any notice which either the Transporter or the Shipper may desire to give to the other, may be in writing and shall may be considered as duly Delivered when deposited in the United States mails, postage prepaid and registered, addressed to the Post Office address of the Company or the Shipper, or at such other address as either shall designate by formal written notice, except that routine communications (including monthly statements and payments) shall may be considered as duly delivered when mailed by either registered or ordinary mail or by e-mail delivery, and except that notices pursuant to (a) the unauthorized daily overrun provisions of Rate Schedules FTS and ITS, (b) Section 27, Limitations on Obligations, of these GT&C, and (c) Section 30, Operational Controls, of these GT&C may be given orally or by facsimile or by e-mail message or by EBB posting.

44. EXECUTION OF AGREEMENTS. For all agreements in this Tariff executed by Transporter and Shipper, Transporter and Shipper may execute such agreements electronically or by signing a paper agreement.

**STANDARD FORM OF REQUEST FOR SERVICE ON  
ROCKY MOUNTAIN NATURAL GAS LLC D/B/A BLACK HILLS ENERGY**

T

**Date:** \_\_\_\_\_

**Complete Legal Name of Shipper:** \_\_\_\_\_

**Complete Legal Name of Requestor (if different than Shipper):** \_\_\_\_\_

**SHIPPER INFORMATION**

**State of Incorporation:** \_\_\_\_\_

**DUNS #:** \_\_\_\_\_

**Address:**

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

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**Billing (if different):**

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

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**For Notices:**

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Fax: \_\_\_\_\_

Footnote: Moved to Sheet No. 176A.

**STANDARD FORM OF REQUEST FOR SERVICE ON  
ROCKY MOUNTAIN NATURAL GAS LLC D/B/A BLACK HILLS ENERGY  
(Continued)**

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**REQUESTOR INFORMATION (if different from Shipper)**

**State of Incorporation:** \_\_\_\_\_  
**DUNS #:** \_\_\_\_\_

**Address:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**Fax:** \_\_\_\_\_  
**E-Mail:** \_\_\_\_\_

**Billing (if different):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**Fax:** \_\_\_\_\_  
**E-Mail:** \_\_\_\_\_

**For Notices:**

**Contact Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**E-Mail:** \_\_\_\_\_  
**Fax:** \_\_\_\_\_

**Existing Service:**

- Firm Transportation (On System locations)
- Firm Transportation (Off System locations)
- Interruptible Transportation
- None

**Requested Service (check all that apply):**

- Rate Schedule FTS – Seasonal Rate Option (On System Delivery Points) (To include the related service of Rate Schedule APAL, and as applicable, Rate Schedule NNS – Seasonal Rate Option)
- Rate Schedule FTS – Standard Rate option (On System Delivery Points) (To include the related service of Rate Schedule APAL, and as applicable, Rate Schedule NNS – Standard Rate Option)
- Rate Schedule FTS (Off System locations)
- Rate Schedule ITS Off System
- Rate Schedule MCS

Footnote: Moved from Sheet No. 176.

**STANDARD FORM OF REQUEST FOR SERVICE ON  
ROCKY MOUNTAIN NATURAL GAS LLC D/B/A BLACK HILLS ENERGY (Continued)**

**Requested Firm Volume as applicable:**

MDTQ: \_\_\_\_\_ MDRQ: \_\_\_\_\_ MDDQ: \_\_\_\_\_  
MAC: \_\_\_\_\_ MDWQ: \_\_\_\_\_ MDIQ: \_\_\_\_\_

**Locations:** (\*If multiple, designate requested firm primary and secondary points as applicable.)

**Receipt Location(s)\*:** \_\_\_\_\_

**Delivery Location(s)\*:** \_\_\_\_\_

**Requested Date to Commence Service:** \_\_\_\_\_

**Requested Date to Terminate Service:** \_\_\_\_\_

**Requested Credit Limit(s), if applicable:** \_\_\_\_\_

**Shipper has executed request for credit:**  
 Yes      **Date** \_\_\_\_\_  
 No

**Transportation under Section 311 of the NGPA:** If transportation is pursuant to Section 311 of the NGPA, Shipper shall designate the "on-behalf-of party" and shall attach a completed "on behalf-of letter" if required.

**Certification Statement:** Shipper has, or will have, at the time Gas is transported, title to the gas to be tendered to the Transporter or Shipper has, or will have, at the time Gas is transported, a legal right to tender gas to Transporter.  
 Yes  
 No

**The individual signing this Agreement on behalf of Shipper or Requestor (if different from Shipper) represents and warrants that he or she is an officer of Shipper or Requestor (if different from Shipper) or otherwise possesses the requisite authority to do so and thereby bind the Shipper or Requestor (if different from Shipper) to this Agreement, and agrees to indemnify and hold harmless Rocky Mountain Natural Gas LLC d/b/a Black Hills Energy from any claim that such authority did not exist.**

**Signature of Shipper:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature of Requestor (if different from Shipper):**

\_\_\_\_\_

**Title:** \_\_\_\_\_



**FORM OF CREDIT APPLICATION**  
Transportation and Market Center Services

**Shipper Information:**

Legal Name & Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

State of Incorporation: \_\_\_\_\_  
DUNS Number: \_\_\_\_\_

Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-Mail: \_\_\_\_\_  
Point of Contact: \_\_\_\_\_

**Type of Entity:**

- Corporation       Partnership       Limited Liability Corporation  
 Limited Partnership       Sole Proprietorship       Other / Specify

**Number of Years in Business:** \_\_\_\_\_

**Three Principal owners, stockholders, partners, or officers of Shipper:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

If Shipper is a wholly-owned subsidiary, please list name and address of parent company:

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

Is parent company responsible for subsidiary debt?

- Yes       No

If yes, furnish documentation

**FORM OF CREDIT APPLICATION**  
Transportation and Market Center Services  
**(Continued)**

**Please furnish one bank reference:**

Name: _____	
Address: _____	Fax: _____
Phone: _____	Account Type: _____
Contact: _____	Account #: _____

**Please furnish two business credit references:**

Name: _____	
Address: _____	Fax: _____
Phone: _____	Account Type: _____
Contact: _____	Account #: _____

Name: _____	
Address: _____	Fax: _____
Phone: _____	Account Type: _____
Contact: _____	Account #: _____

**Is Shipper:**

- Operating Under Federal Bankruptcy Laws?  Yes  No
- Operating Subject to pending liquidation or Regulatory proceedings which would cause a substantial deterioration of Shipper's financial position?  Yes  No
- Operating Subject to any collection lawsuits or outstanding judgments which would affect Shipper's ability to remain solvent?  Yes  No
- Owing any overdue amounts to Black Hills Colorado Gas, Inc.?  Yes  No
- On a credit watch list of any credit rating agency?  Yes  No
- Electing to Prepay Reservation Service Charges?  Yes  No

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**FORM OF CREDIT APPLICATION  
(Continued)**

Please attach copies of your financial Statements (to include, at least two most recent years on an annual basis and three most recent monthly or quarterly statements), annual reports, or other reports to regulatory agencies, or any other reports from credit reporting agencies.

Please attach copies of your two most recent annual SEC Form 10-K, if applicable.

**Amount of Total Credit Requested:** \_\_\_\_\_. Shipper acknowledges that Transporter may refuse to schedule quantities under an executed agreement that exceed the approved credit limit.

**Net Worth:** \_\_\_\_\_

**Requested Service (check all that apply):**

- Rate Schedule FTS – Seasonal Rate Option (On System Delivery Point) (To include the related service of Rate Schedule APAL, and as applicable, Rate Schedule NNS – Seasonal Rate Option)
- Rate Schedule FTS – Standard Rate Option (On System Delivery Points) (To include the related service of Rate Schedule APAL, and as applicable, Rate Schedule NNS – Standard Rate Option)
- Rate Schedule FTS (Off System locations)
- Rate Schedule ITS Off System
- Rate Schedule MCS

**Please provide anticipated commencement date for requested service(s):** \_\_\_\_\_

If the service being requested or the service associated with this credit request is interruptible in nature, please indicate the maximum credit limit being requested by Shipper for such interruptible service. Shipper acknowledges that Transporter may refuse to schedule quantities which exceed the approved credit limit.

Although the tariff provides that Shipper will take all reasonable and best commercial efforts to minimize Imbalance Quantities, Shipper may incur an imbalance (a difference in the amount of Gas tendered to Transporter and the amount of gas taken from Transporter at the Point(s) of Delivery) from time to time. Please indicate the maximum credit limit being requested by Shipper related to such Imbalance Quantities (the tariff quantifies the natural Gas commodity pricing that Transporter may use to determine credit limits). Shipper acknowledges that Transporter may refuse to schedule quantities under a transportation or storage service agreement if the shipper has imbalance quantities which exceed the approved credit limit.

Footnote: Moved from Sheet No. 179.

**FORM OF CREDIT APPLICATION  
(Continued)**

**Maximum credit limit requested by Shipper related to Imbalance Quantities:** \$ \_\_\_\_\_.

Shipper acknowledges that Transporter may refuse to schedule quantities under an executed agreement if Shipper has Imbalance Quantities that exceed the approved credit limit.

Incomplete applications shall be declined.

The Shipper is responsible for becoming familiar with Transporter's Gas Tariff General Terms and Conditions, including the Billing and Payment section.

The undersigned applicant certifies that the information on this credit application is accurate and correct as of the date of the application. Once this application is signed, it authorizes Transporter to obtain or exchange any credit or financial information that may be requested with the applicants listed and credit references. Shipper has the obligation to inform Transporter of a material change in Shipper's credit quality.

If credit is approved by Transporter, payment terms will be indicated in the GT&C of Transporter's Tariff. Invoices which are not paid within these terms may result in customer being placed on a cash advance basis and /or having transactions suspended until the entire balance is paid. Transporter reserves the right to require an irrevocable letter of credit, other credit assurance or deposit before extending credit to a customer; Shipper will be notified if such an instrument is required. To avoid delays, be sure your credit is approved before any transactions are scheduled. Information provided on this application will be held in the strictest of confidence and will be used only by Transporter in making a credit evaluation.

All invoices not paid in accordance with the Tariff for Natural Gas Service may be assessed a late payment service charge of the maximum amount allowed by tariff or applicable law. In the event the applicant becomes delinquent in the payment of invoices, the applicant agrees to reimburse the company for all collection costs, legal fees & court costs, if not prohibited by law, that are incurred in the collection process. State law may forbid the disclosure of financial information by a firm without the written consent of its customer. Therefore the following consent is provided: I hereby authorize disclosure of financial information by all references listed on the credit application to Transporter. The applicant has read and agrees to all terms and conditions appearing on this form.

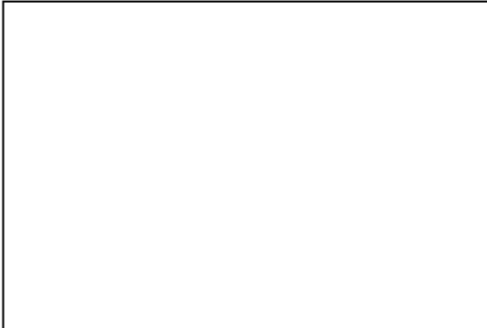
**The individual signing this Agreement on behalf of Shipper represents and warrants that he or she is an officer of the Shipper or otherwise possesses the requisite authority to do so and thereby bind the Shipper to this Agreement, and agrees to indemnify and hold harmless Transporter from any claim that such authority did not exist.**

Shipper Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**FORM OF TRANSPORTATION SERVICE AGREEMENT  
(APPLICABLE TO FIRM AND INTERRUPTIBLE  
TRANSPORTATION SERVICE RATE SCHEDULE)**

This Transportation Service Agreement ("Agreement") is made and entered into between Rocky Mountain Natural Gas LLC d/b/a Black Hills Energy ("Transporter") and the party identified as Shipper in this Agreement.

In consideration of the premises and of the mutual covenants herein contained, the parties do covenant and agree as follows:

1. **SCOPE OF AGREEMENT:** This Agreement and all its rates, terms and conditions as set out in this Agreement and as set out in the applicable FTS or ITS Rate Schedule and General Terms and Conditions tariff provisions which are incorporated into this Agreement by reference, shall at all times be subject to modification by order of the Commission upon notice and hearing and a finding of good cause therefore. In the event that any party to this Agreement requests the Commission to take any action which could cause a modification in the conditions of this Agreement, the party shall provide written notice to the other parties at the time of filing the request with the Commission.
2. **TERM OF AGREEMENT:** This Agreement shall become effective and continue in effect as set forth herein.
3. **RATE SCHEDULE:** Shipper shall pay Transporter for all services rendered hereunder at rates stated in Appendix A to this Agreement. The rates to be charged Shipper for services under this Agreement shall be the maximum rate filed under Transporter's Rate Schedule FTS or Rate Schedule ITS, as applicable, and as the same may be revised or changed for that service unless Shipper and Transporter have otherwise agreed in writing. The rates charged Shipper for transportation hereunder shall not be more than the maximum rate applicable to such service, nor less than the minimum rate for such service, provided however that the form of the rate may be modified as provided in the Tariff.

This Agreement and all terms and provisions contained or incorporated herein are subject to the provisions of Transporter's FTS and ITS Rate Schedules and of Transporter's General Terms and Conditions on file with the Colorado Public Utilities Commission or other duly constituted authorities having jurisdiction, and as the same may be legally amended or superseded. The Rate Schedules and General Terms and Conditions are by this reference made a part hereof.

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**FORM OF TRANSPORTATION SERVICE AGREEMENT  
(APPLICABLE TO FIRM AND INTERRUPTIBLE  
TRANSPORTATION SERVICE RATE SCHEDULE)  
(Continued)**

4. **RECEIPT POINT(S) AND DELIVERY POINT(S):** On a primary basis, Natural gas to be received by Transporter for the account of Shipper hereunder shall be received at or near the point(s) of receipt as set forth on Appendix A.

Natural gas to be delivered by Transporter for the account of Shipper on a primary basis, hereunder shall be delivered on the outlet side of the measuring station(s) at or near the point(s) specified in Appendices B and C.

Additional information concerning receipt and delivery points, including the use of secondary or alternate receipt and delivery points, is set forth in the Tariff or on Appendices A, B, and C to this Agreement, which are incorporated herein by reference.

5. **QUALITY:** Unless otherwise agreed to in writing between the parties, all natural gas tendered for transportation to Transporter for the account of Shipper at the Receipt Point(s) shall conform to the quality specifications set forth in the General Terms and Conditions, as revised from time to time. Transporter may refuse to receive, on a not unduly discriminatory basis, any gas for transportation, which does not meet such quality specifications.

6. **PROCESSING:** Unless otherwise agreed to in writing between the parties, transporter shall have the right to process, or cause to be processed, gas received from Shipper, and title to all extracted liquid and liquefiable hydrocarbons and other products, including any methane lost or removed in the extraction process or required for fuel, shall pass to Transporter at no cost, and Shipper shall hold Transporter harmless and free and clear of adverse claims.

7. **ASSIGNMENT:** This Agreement shall be binding upon and inure to the benefit of any successor(s) to either Transporter or Shipper by merger, consolidation or acquisition. Either Transporter or Shipper may assign or pledge this Agreement and all rights and obligations under the provisions of any mortgage, deed or trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, neither Transporter nor Shipper shall assign this Agreement or any of its rights hereunder without first having obtained formal written consent of the other(s). Such consent shall not be unreasonably withheld.

8. **INTERPRETATION AND MODIFICATION:** The interpretation and performance of this Agreement shall be in accordance with the laws of the State of Colorado.

9. **COLORADO PUC JURISDICTION:** This agreement, and all its rates, terms and conditions as set out in this agreement and as set out in the Tariff provisions which are incorporated into this agreement by reference shall at all times be subject to modification by order of the Commission upon notice and hearing and a finding of good cause therefore. In the event that any party to this agreement requests the Commission to take action which could cause a modification in the conditions of this agreement, the party shall provide written notice to the other parties at the time of filing the request with the Commission.

**FORM OF TRANSPORTATION SERVICE AGREEMENT  
(APPLICABLE TO FIRM AND INTERRUPTIBLE  
TRANSPORTATION SERVICE RATE SCHEDULE)  
(Continued)**

- 10. AGENCY AGREEMENTS:** As required by Commission regulation, this Agreement contains the following provision: "If the end-use customer uses a marketing broker for nomination, gas purchases, and balancing, the end-use customer shall provide the utility with an agency agreement." The Agent and Shipper shall be jointly and severally liable for all payments due and owing Transporter for all services provided under this Agreement.
- 11. AGREEMENTS BEING SUPERSEDED:** When this Agreement becomes effective it shall supersede and cancel any other Transportation Service Agreements between the parties for the same service.
- 12. CERTIFICATIONS:** By executing this Agreement, Shipper certifies that: (1) Shipper has title to, or a current contractual right to acquire such title to, the gas to be transported by Transporter; (2) Shipper has, or will have, entered into all arrangements necessary for the commitment of deliveries to Transporter; and, for, Off System Deliveries, (3) Shipper has a sales and, as applicable, a transportation contract(s) or will enter into such sales and, as applicable, a transportation contract(s) with the party ultimately receiving the gas, prior to the commencement of service.
- 13. SPECIFIC INFORMATION:** Transportation Service Agreement between Rocky Mountain Natural Gas LLC d/b/a Black Hills Energy ("Transporter") and \_\_\_\_\_ ("Shipper").

Type of Transportation Service:  FTS – Seasonal Rate Option (On-System Delivery Points)  
 FTS – Standard Rate Option (On-System Delivery Points)  
 FTS (Off-System Delivery Points)  
 ITS

Contract Date: \_\_\_\_\_

Contract #: \_\_\_\_\_

Associated Contract #: \_\_\_\_\_ / Type: \_\_\_\_\_

Associated Contract #: \_\_\_\_\_ / Type: \_\_\_\_\_

Associated Contract #: \_\_\_\_\_ / Type: \_\_\_\_\_

Associated Contract #: \_\_\_\_\_ / Type: \_\_\_\_\_

Primary Term: \_\_\_\_\_

Contract Renewal Term:  Month to month  
 Other: \_\_\_\_\_

Termination Notice: \_\_\_\_\_

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**FORM OF TRANSPORTATION SERVICE AGREEMENT  
(APPLICABLE TO FIRM AND INTERRUPTIBLE  
TRANSPORTATION SERVICE RATE SCHEDULE)  
(Continued)**

**ASSIGNMENT:**

Transporter: Rocky Mountain Natural Gas LLC d/b/a Black Hills Energy  
1515 Arapahoe Street, Suite 1200  
Denver, CO 80202  
Attn: Shipper Services  
Telephone: 800.232.1850  
Email: bhuhgasscheduling@blackhillscorp.com

Shipper: Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Attn: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_

**WAIVERS:**

Quality Waivers:  None  Other: \_\_\_\_\_  
Gas Processing Waivers:  None  Other: \_\_\_\_\_

Effective Date: \_\_\_\_\_

**Shipper Confirmation and Transporter Acceptance / Authorization:** Shipper shall confirm Shipper's agreement to the terms and conditions of this Agreement by returning two executed originals of this Agreement to Transporter. This Agreement shall be accepted and authorized upon Transporter's counter execution of this Agreement and Transporter shall communicate acceptance of this Agreement by sending a copy of the fully executed Agreement to Shipper.

**IN WITNESS WHEREOF, The individual signing this Agreement on behalf of Shipper represents and warrants that he or she is an officer of the Shipper or otherwise possesses the requisite authority to do so and thereby bind the Shipper to this Agreement, and agrees to indemnify and hold harmless Transporter from any claim that such authority did not exist.**

**Transporter:** Rocky Mountain Natural Gas LLC d/b/a Black Hills Energy

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**Shipper:** \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_



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**FORM OF TRANSPORTATION SERVICE AGREEMENT  
APPENDIX A**

Transportation Service Agreement between Rocky Mountain Natural Gas LLC d/b/a Black Hills Energy ("Transporter") and \_\_\_\_\_ ("Shipper").

Contract #: \_\_\_\_\_

Associated Contract #s: \_\_\_\_\_

MDRQ:

Point of Receipt (Primary or Secondary)	Meter #	Maximum Daily Receipt Quantity (MDRQ)
		Dth/d

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This Appendix A supersedes and cancels any previously effective Appendix A to this Transportation Service Agreement.

Effective Date: \_\_\_\_\_

Other Terms and Conditions (if applicable):

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



**FORM OF TRANSPORTATION SERVICE AGREEMENT**  
**APPENDIX A**  
(Continued)

**Shipper Confirmation and Transporter Acceptance / Authorization:** Shipper shall confirm Shipper's agreement to the terms and conditions of this Appendix by returning two executed originals of this Appendix to Transporter. This Appendix shall be accepted and authorized upon Transporter's counter execution of this Appendix and Transporter shall communicate acceptance of this Appendix by sending a copy of the fully executed Appendix to Shipper.

**The individual signing this Agreement on behalf of Shipper represents and warrants that he or she is an officer of the Shipper or otherwise possesses the requisite authority to do so and thereby bind the Shipper to this Agreement, and agrees to indemnify and hold harmless Transporter from any claim that such authority did not exist.**

**Transporter:** Rocky Mountain Natural Gas LLC d/b/a Black Hills Energy

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Shipper:** \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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**FORM OF TRANSPORTATION SERVICE AGREEMENT  
APPENDIX B**

Transportation Service Agreement between Rocky Mountain Natural Gas LLC d/b/a Black Hills Energy ("Transporter") and \_\_\_\_\_ ("Shipper").

Contract #: \_\_\_\_\_

Associated Contract #s: \_\_\_\_\_

MDDQ:

Point of Delivery (Primary or Secondary)	Meter #	Maximum Daily Delivery Quantity (MDDQ)
		Dth/d

MDTQ: \_\_\_\_\_ Dth/d

This Appendix B supersedes and cancels any previously effective Appendix B to this Transportation Service Agreement.

Effective Date: \_\_\_\_\_

Other Terms and Conditions (if applicable):

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\_\_\_\_\_  
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**FORM OF TRANSPORTATION SERVICE AGREEMENT  
APPENDIX B  
(Continued)**

**Shipper Confirmation and Transporter Acceptance / Authorization:** Shipper shall confirm Shipper's agreement to the terms and conditions of this Appendix by returning two executed originals of this Appendix to Transporter. This Appendix shall be accepted and authorized upon Transporter's counter execution of this Appendix and Transporter shall communicate acceptance of this Appendix by sending a copy of the fully executed Appendix to Shipper.

**The individual signing this Agreement on behalf of Shipper represents and warrants that he or she is an officer of the Shipper or otherwise possesses the requisite authority to do so and thereby bind the Shipper to this Agreement, and agrees to indemnify and hold harmless Transporter from any claim that such authority did not exist.**

**Transporter:** Rocky Mountain Natural Gas LLC d/b/a Black Hills Energy

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Shipper:** \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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**FORM OF TRANSPORTATION SERVICE AGREEMENT  
APPENDIX C**

Transportation Service Agreement between Rocky Mountain Natural Gas LLC d/b/a Black Hills Energy ("Transporter") and \_\_\_\_\_ ("Shipper").

Contract #: \_\_\_\_\_

Associated Contract #s: \_\_\_\_\_

**PRIMARY TRANSPORTATION PATH SEGMENT MDTQs:**

<b>Segment Number</b>	<b>Upstream Segment Number</b>	<b>Flow Direction (F)orward Haul or (B)ack Haul</b>	<b>Maximum Daily Transportation Quantity (MDTQ)</b>

This Appendix C supersedes and cancels any previously effective Appendix C to this Transportation Service Agreement.

Effective Date: \_\_\_\_\_

Other Terms and Conditions (if applicable):

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

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**FORM OF TRANSPORTATION SERVICE AGREEMENT  
APPENDIX C  
(Continued)**

**Shipper Confirmation and Transporter Acceptance / Authorization:** Shipper shall confirm Shipper's agreement to the terms and conditions of this Appendix by returning two executed originals of this Appendix to Transporter. This Appendix shall be accepted and authorized upon Transporter's counter execution of this Appendix and Transporter shall communicate acceptance of this Appendix by sending a copy of the fully executed Appendix to Shipper.

**The individual signing this Agreement on behalf of Shipper represents and warrants that he or she is an officer of the Shipper or otherwise possesses the requisite authority to do so and thereby bind the Shipper to this Agreement, and agrees to indemnify and hold harmless Transporter from any claim that such authority did not exist.**

**Transporter:** Rocky Mountain Natural Gas LLC d/b/a Black Hills Energy

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Shipper:** \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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**FORM OF NO-NOTICE STORAGE AGREEMENT (NNS)  
(APPLICABLE TO RATE SCHEDULE NNS)**

By and between

Rocky Mountain Natural Gas LLC d/b/a Black Hills Energy (a Colorado Limited Liability Company)

And

\_\_\_\_\_  
(Shipper or requestor)

**NNS Agreement #:** \_\_\_\_\_

**Associated FTS Agreement #:** \_\_\_\_\_

**State of Incorporation:** \_\_\_\_\_

**Effective Date:** \_\_\_\_\_

**Primary Term:** \_\_\_\_\_

This agreement is coterminous with the applicable Rate Schedule FTS Agreement and shall be rendered invalid if said Rate Schedule FTS Agreement is terminated.

**1. TARIFF:**

Transporter's Gas Tariff, the Rate Schedule NNS and the General Terms and Conditions shall govern the service hereunder. For any conflicts between this Agreement and the Tariff, as may be revised from time to time, the Tariff shall govern. This Agreement and all terms and provisions contained or incorporated herein are subject to the provisions of Transporter's Transportation Service Rate Schedule and of Transporter's General Terms and Conditions on file with the Colorado PUC or other duly constituted authorities having jurisdiction, and as the same may be legally amended or superseded. The Rate Schedules and General Terms and Conditions are by this reference made a part hereof.

**2. SERVICE:**

Storage Injection and Withdrawal at Withdrawal Point and at the Injection Point shall be on a firm basis, whether quantities are scheduled or are provided on a No-Notice, unscheduled basis. Transporter agrees to provide injection, storage, and withdraw services as provided for in Transporter's Tariff up to the maximum entitlements identified in the attached Exhibit A, made a part of hereof.

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**FORM OF NO-NOTICE STORAGE AGREEMENT (NNS)  
(APPLICABLE TO RATE SCHEDULE NNS)  
(Continued)**

This Service is available only to Shippers who are serving Black Hills Colorado Gas, Inc. On-System Delivery Points as specified on Transporter's EBB for which NNS is available.

**1. RATES AND SURCHARGES:**

The rates charged for services provided under this Agreement shall be the maximum Seasonal and Standard rate allowed by Transporter's Tariff according to whichever rate option Shipper elects for Firm Transportation Service. Reservation Payment(s) shall be equal to the No-Notice Firm Storage Reservation Charge specified in Transporter's Tariff multiplied by Shipper's Maximum Daily Withdrawal Quantity ("MDWQ").

**2. NOTICES AND COMMUNICATION:**

All notices and communications with respect to this Rate Schedule NNS Agreement shall be in writing by mail, e-mail, or fax, or other means agreed to by the parties, and sent to the addresses stated below for the Shipper and sent to the addresses provided in the Tariff, as may be changed from time to time, for the Transporter or to any other such address(es) as may be designated in writing by mail, e-mail, or fax, or other means similarly agreed to.

**3. ASSIGNMENT:**

This Agreement shall be binding upon and inure to the benefit of any successor(s) to either Transporter or Shipper by merger, consolidation or acquisition. Either Transporter or Shipper may assign or pledge this Agreement and all rights and obligations under the provisions of any mortgage, deed or trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, neither Transporter nor Shipper shall assign this Agreement or any of its rights hereunder without first having obtained formal written consent of the other(s). Such consent shall not be unreasonably withheld.

**Shipper Confirmation and Transporter Acceptance / Authorization:**

Shipper shall confirm Shipper's agreement to the terms and conditions of this Agreement by returning two executed originals of this Agreement to Transporter. This Agreement will be accepted and authorized upon Transporter's counter execution of this Agreement and Transporter shall communicate acceptance of this Agreement by sending a copy of the fully executed Agreement to Shipper.

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**FORM OF NO-NOTICE STORAGE AGREEMENT (NNS)  
(APPLICABLE TO RATE SCHEDULE NNS)  
(Continued)**

**AGREED TO BY:**

**The individual signing this Agreement on behalf of Shipper represents and warrants that he or she is an officer of the Shipper or otherwise possesses the requisite authority to do so and thereby bind the Shipper to this Agreement, and agrees to indemnify and hold harmless Transporter from any claim that such authority did not exist.**

**Transporter:**

Rocky Mountain Natural Gas LLC  
d/b/a Black Hills Energy  
1515 Arapahoe Street, Suite 1200  
Denver, CO 80202

**Shipper:** (Shipper's Name and Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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**FORM OF NO-NOTICE STORAGE AGREEMENT  
EXHIBIT A**

Customer must have completed a Credit Application with Transporter and have an executed and active Rate Schedule FTS Agreement or limited-term Partial Capacity Assignment to serve certain Black Hills Colorado Gas, Inc. Delivery Points as defined in the General Terms and Conditions before this Exhibit has any legal effect. Once executed, this Exhibit shall be made a part of and be subject to all terms and conditions of the Rate Schedule NNS Agreement executed by and between Transporter and Shipper, and service hereunder shall be rendered in accordance with the terms of Rate Schedule NNS or any superseding rate schedule, and all applicable General Terms and Conditions which are in effect during the term of this Exhibit.

Service under Rate Schedule NNS is firm so long as Shipper has available credit, as determined by Company.

**This Exhibit A supersedes and cancels any previously effective Exhibit A to the referenced NNS.**

**Transaction Date (Effective Date):** \_\_\_\_\_

**NNS Agreement #:** \_\_\_\_\_

**Associated FTS Agreement#:** \_\_\_\_\_

**Associated APAL Agreement#:** \_\_\_\_\_

**Delivery Period:** \_\_\_\_\_ to \_\_\_\_\_

At the end of the term of this Exhibit A, Shipper must have withdrawn 100% of all Gas in Place as provided for in Transporter's Tariff.

**Entitlements and Contract Year Terms by Month:**

Contract Year: \_\_\_\_\_  
Maximum Available Capacity ("MAC"): \_\_\_\_\_ Dth/d  
Maximum Available Withdrawal Quantity ("ADWQ"): \_\_\_\_\_ Dth/d  
Maximum Daily Withdrawal Quantity (MDWQ): \_\_\_\_\_ Dth/d  
Maximum Available Injection Quantity ("ADIQ"): \_\_\_\_\_ Dth/d  
Maximum Daily Injection Quantity ("MDIQ"): \_\_\_\_\_ Dth/d

**Rates:** Shipper is responsible for payment of all charges assessed by Transporter pursuant to the Transporter's Tariff.

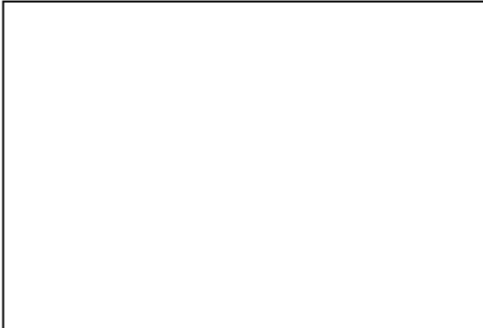
**Receipt and Delivery:**

**Primary Receipt Point(s): Storage Withdrawal Point**

Location Name: \_\_\_\_\_  
Number: \_\_\_\_\_

**Primary Delivery Points: Storage Injection Point**

Location Name: \_\_\_\_\_  
Number: \_\_\_\_\_



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**FORM OF NO-NOTICE STORAGE AGREEMENT  
EXHIBIT A  
(Continued)**

**Shipper Confirmation and Transporter Acceptance / Authorization:**

Shipper shall confirm Shipper's agreement to the terms and conditions described in the Exhibit by returning two executed originals of this Exhibit to Transporter. The transaction described in this Exhibit will be accepted and authorized upon Transporter's counter execution of this Exhibit and Transporter shall communicate acceptance of this Exhibit by sending a copy of the fully executed Exhibit to Shipper.

**AGREED TO BY:**

**The individual signing this Agreement on behalf of Shipper represents and warrants that he or she is an officer of the Shipper or otherwise possesses the requisite authority to do so and thereby bind the Shipper to this Agreement, and agrees to indemnify and hold harmless Transporter from any claim that such authority did not exist.**

**Transporter:**

Rocky Mountain Natural Gas LLC  
d/b/a Black Hills Energy  
1515 Arapahoe Street, Suite 1200  
Denver, CO 80202

**Shipper:** (Shipper's Name and Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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**FORM OF AUTOMATIC PARKING AND LOANING AGREEMENT (APAL)  
(APPLICABLE TO RATE SCHEDULE APAL)**

By and between

Rocky Mountain Natural Gas LLC d/b/a Black Hills Energy (a Colorado Limited Liability Company)

And

\_\_\_\_\_  
(Shipper or requestor)

**APAL Agreement #:** \_\_\_\_\_

**Associated NNS Agreement #:** \_\_\_\_\_  
(if applicable)

**Associated FTS Agreement #:** \_\_\_\_\_

**State of Incorporation:** \_\_\_\_\_

**Effective Date:** \_\_\_\_\_

**Primary Term:** \_\_\_\_\_

This agreement is coterminous with the applicable Rate Schedule FTS agreement and shall be rendered invalid if said Rate Schedule FTS agreement is terminated.

**1. TARIFF:**

Transporter's Gas Tariff, the Rate Schedule APAL and the General Terms and Conditions shall govern the service hereunder. For any conflicts between this Agreement and the Tariff, the Tariff shall govern. This Agreement and all terms and provisions contained or incorporated herein are subject to the provisions of Transporter's Transportation Service Rate Schedule and of Transporter's General Terms and Conditions on file with the Colorado PUC or other duly constituted authorities having jurisdiction, and as the same may be legally amended or superseded. The Rate Schedules and General Terms and Conditions are by this reference made a part hereof.

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**FORM OF AUTOMATIC PARKING AND LOANING AGREEMENT (APAL)  
(APPLICABLE TO RATE SCHEDULE APAL)  
(Continued)**

**2. SERVICE:**

Transporter shall provide automatic balancing to Shipper specified above. APAL quantities result from the difference between allocated receipt and delivery quantities on Shipper's associated Rate Schedule FTS Agreement after Shipper's imbalance quantities have been accumulated and netted against Shippers associated Rate Schedule NNS Agreement, as applicable. Allocated receipts which exceed deliveries on Shipper's Rate Schedule FTS Agreement shall be considered "Pack Gas" and shall be parked on Transporter's System. Allocated deliveries which exceed receipts on Shipper's Rate Schedule FTS Agreement shall be considered "Draft Gas" and shall be loaned on Transporters system.

**3. RATES AND SURCHARGES:**

The rates charged for services provided under this Agreement shall be specified in Exhibit A which is incorporated hereunder and further detailed in the APAL Rate Schedule of Transporter's Tariff. If the rate provided for herein is a discounted rate(s), the Agreement will separately state the term of the applicable discount(s). If Exhibit A indicates the applicable rate is the maximum or minimum tariff rate(s), the Statement of Rates in the Tariff shall determine such maximum or minimum rates as the rates change over time.

**4. CHANGES IN RATES AND TERMS AND CONDITIONS OF SERVICE:**

Transporter shall have the right to propose to the Colorado Public Utilities Commission ("Colorado PUC") such changes in its maximum and/or minimum rates and in its terms of service as Transporter deems necessary and this Agreement shall be deemed to include any changes made pursuant to Colorado PUC orders or regulations or provisions of law, without prejudice to Shipper's right to protest the same.

**5. NOTICES AND COMMUNICATION:**

All notices and communications with respect to this Rate Schedule APAL Agreement shall be in writing by mail, e-mail, or fax, or other means agreed to by the parties, and sent to the addresses stated below for the Shipper and sent to the addresses provided in the Tariff, as may be changed from time to time, for the Transporter or to any other such address(es) as may be designated in writing by mail, e-mail, or fax, or other means similarly agreed to.

**6. ASSIGNMENT**

This Agreement shall be binding upon and inure to the benefit of any successor(s) to either Transporter or Shipper by merger, consolidation or acquisition. Either Transporter or Shipper may assign or pledge this Agreement and all rights and obligations under the provisions of any mortgage, deed or trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, neither Transporter nor Shipper shall assign this Agreement or any of its rights hereunder without first having obtained formal written consent of the other(s). Such consent shall not be unreasonably withheld.

**FORM OF AUTOMATIC PARKING AND LOANING AGREEMENT (APAL)  
(APPLICABLE TO RATE SCHEDULE APAL)  
(Continued)**

**7. MISCELLANEOUS:**

No waiver by either party to this Rate Schedule APAL Agreement of any one or more defaults by the other in the performance of this Rate Schedule APAL Agreement shall operate or be construed as a waiver of any continuing or future default(s), whether of a like or a different character.

**Shipper Confirmation and Transporter Acceptance / Authorization:** Shipper shall confirm Shipper's agreement to the terms and conditions of this Agreement by returning two executed originals of this Agreement to Transporter. This Agreement shall be accepted and authorized upon Transporter's counter execution of this Agreement and Transporter shall communicate acceptance of this Agreement by sending a copy of the fully executed Agreement to Shipper.

**AGREED TO BY:**

**The individual signing this Agreement on behalf of Shipper represents and warrants that he or she is an officer of the Shipper or otherwise possesses the requisite authority to do so and thereby bind the Shipper to this Agreement, and agrees to indemnify and hold harmless Transporter from any claim that such authority did not exist.**

**Transporter:**

Rocky Mountain Natural Gas LLC  
d/b/a Black Hills Energy  
1515 Arapahoe Street, Suite 1200  
Denver, CO 80202

**Shipper: (Shipper's Name and Address)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

E-Mail: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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**FORM OF AUTOMATIC PARKING AND LOANING AGREEMENT  
EXHIBIT A**

Customer must have completed a Credit Application with Transporter and have an executed and active Rate Schedule FTS Agreement or Partial Capacity Assignment to serve certain Black Hills Colorado Gas, Inc. Delivery Points as defined in the General Terms and Conditions before this Exhibit has any legal effect. Once executed, this Exhibit shall be made a part of and be subject to all terms and conditions of the Rate Schedule APAL Agreement executed by and between Transporter and Shipper, and service hereunder shall be rendered in accordance with the terms of Rate Schedule APAL or any superseding rate schedule, and all applicable General Terms and Conditions which are in effect during the term of this Exhibit.

Service under Rate Schedule APAL is available to Shippers so long as Transporter has not suspended its availability on Transporter's interactive Electronic Bulletin Board (EBB) and only so long as Shipper has available credit, as determined by Company.

**This Exhibit A supersedes and cancels any previously effective Exhibit A to the referenced APAL**

**Transaction Date (Effective Date):** \_\_\_\_\_

**Associated FTS Agreement #:** \_\_\_\_\_

**Associated NNS Agreement #:** \_\_\_\_\_

**Rate(s):** Stated contract rates To Include Rate(s) for Daily park, un-park, loan or loan payback quantities, and/or Rate(s) for end of day net balance. Shipper is responsible for payment of all surcharges assessed by Transporter pursuant to the Transporters' General Terms and Conditions. During Critical periods Transporter reserves the right to rescind availability of Rate Schedule APAL services or to charge penalty rates as indicated in the APAL Rate Schedule.

**Receipt and Delivery Limitations (if applicable):**

\_\_\_\_\_

\_\_\_\_\_

**FORM OF AUTOMATIC PARKING AND LOANING AGREEMENT  
EXHIBIT A  
(Continued)**

**Customer Confirmation and Transporter Acceptance / Authorization:**

Shipper shall confirm Shipper's agreement to the terms and conditions described in the Exhibit by returning two executed originals of this Exhibit to Transporter. The transaction described in this Exhibit will be accepted and authorized upon Transporter's counter execution of this Exhibit and Transporter shall communicate acceptance of this Exhibit by sending a copy of the fully executed Exhibit to Shipper.

**AGREED TO BY:**

**The individual signing this Agreement on behalf of Shipper represents and warrants that he or she is an officer of the Shipper or otherwise possesses the requisite authority to do so and thereby bind the Shipper to this Agreement, and agrees to indemnify and hold harmless Transporter from any claim that such authority did not exist.**

**Transporter:**

Rocky Mountain Natural Gas LLC  
d/b/a Black Hills Energy  
1515 Arapahoe Street, Suite 1200  
Denver, CO 80202

**Shipper: (Shipper's Name and Address)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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**FORM OF RATE SCHEDULE MARKET CENTER SERVICES (MCS) MASTER SERVICE  
AGREEMENT ("MCS MASTER AGREEMENT")  
(APPLICABLE TO RATE SCHEDULES MCS)**

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**MCS Master Agreement #:** \_\_\_\_\_

By and between

Rocky Mountain Natural Gas LLC d/b/a Black Hills Energy (a Colorado Limited Liability Company)

And

\_\_\_\_\_  
(Shipper or requestor)

**State of Incorporation:** \_\_\_\_\_

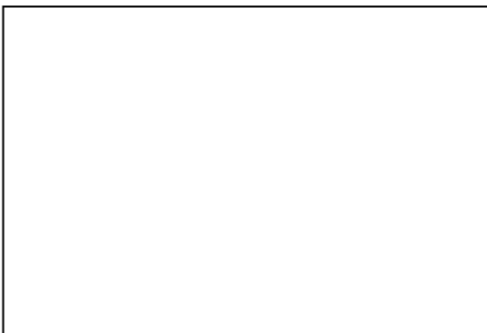
**Effective Date:** \_\_\_\_\_

**Primary Term Ending:** \_\_\_\_\_; and then month to month thereafter unless terminated by either party, upon a minimum of thirty (30) days written notice. Each Rate Schedule MCS Transaction Request as discussed more fully herein and in the Rate Schedule of the Tariff will also state its own separate primary term.

Credit Application Received \_\_\_\_\_ Approved \_\_\_\_\_

Pre-granted Credit Quantity and/ or Amount: \_\_\_\_\_. Transporter may not allow any quantities to be Parked or Loaned or Wheeled or TTT under any Rate Schedule MCS Transaction Request once such Credit Amount has been exhausted.

- SERVICE HEREUNDER:** Upon Shipper's request, Transporter may on any day and on an interruptible basis (a) hold (Park) the quantity nominated from Shipper at the Park Point(s), hold the nominated Parked quantity for the specified period and Unpark such quantity at the original Park Point(s) or at a Wheeling or Transfer Point(s) as specified in the Rate Schedule MCS Transaction Request or (b) advance (Loan) the quantity nominated from Shipper at the Loan Point(s) and accept Loan Payback of such quantity at the original Loan Point(s) or at Transfer Point(s) as specified in the Rate Schedule MCS Transaction Request.



**FORM OF RATE SCHEDULE MARKET CENTER SERVICES (MCS) MASTER SERVICE  
AGREEMENT (“MCS MASTER AGREEMENT”)  
(APPLICABLE TO RATE SCHEDULES MCS)  
(Continued)**

**2. RATES:**

2.1 Shipper shall pay Transporter for all services rendered hereunder at the rates specified in the Exhibit(s) to the MCS Master Agreement incorporated hereunder or, if no rates are specified in such Exhibit(s) then Shipper shall pay Transporter for all services rendered hereunder at the maximum rates for such services set forth in the Tariff.

2.2 The rates to be charged Shipper for services under this Agreement shall be the maximum rate filed under Transporter's Rate Schedule MCS and as the same may be revised or changed for that service unless Shipper and Transporter have otherwise agreed in writing.

2.3 The rates charged Shipper for services hereunder shall not be more than the maximum rate applicable to such service, nor less than the minimum rate for such service.

2.4 This Agreement and all terms and provisions contained or incorporated herein are subject to the provisions of Transporter's Rate Schedule MCS and of Transporter's General Terms and Conditions on file with the Colorado Public Utilities Commission or other duly constituted authorities having jurisdiction, and as the same may be legally amended or superseded. The Rate Schedules and General Terms and Conditions are by this reference made a part hereof.

**3. POINTS OF RECEIPT AND DELIVERY:** Shipper may nominate from the Park or Loan Point or pool which shall be listed on Shipper's MCS Transaction Request.

**4. TRANSACTION REQUEST:** The Rate Schedule MCS Master Agreement will be supplemented with a Rate Schedule MCS Transaction Request for each individual Parking, Loaning, Wheeling or TTT action. Each Rate Schedule MCS Transaction Request will be posted as a new Exhibit to the Rate Schedule MCS Master Agreement and such transaction will not require any amendment to the MCS Master Agreement. Each Rate Schedule MCS Transaction Request will include the stated quantity to be Parked, Loaned, Wheeled, Transferred, Unparked or Loan Paybacked, the point of Parking, Loaning, Wheeling or TTT, the Transaction Rate(s) including specificity on each associated rate type and the primary term of the Parking or Loaning Transaction Request period.

**5. CERTIFICATIONS:** By executing this Agreement, Shipper certifies that: (1) Shipper has title to, or a current contractual right to acquire such title to, the gas to be Parked, Loaned, TTT or Wheeled by Transporter; (2) Shipper has, or will have, entered into all arrangements necessary for the commitment of deliveries to Transporter or deliveries from Transporter.

**6. BILLING AND PAYMENT:** Bills will be rendered, and payments shall be due in accordance with Section 6 of General Terms and Conditions.

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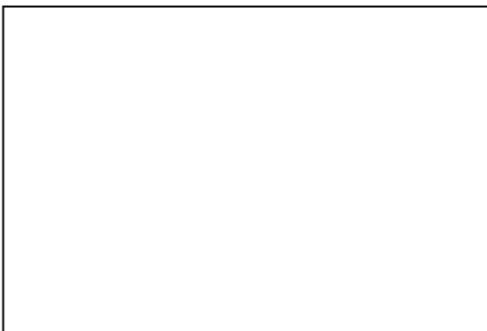
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**FORM OF RATE SCHEDULE MARKET CENTER SERVICES (MCS) MASTER SERVICE  
AGREEMENT (“MCS MASTER AGREEMENT”)  
(APPLICABLE TO RATE SCHEDULES MCS)  
(Continued)**

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7. **NOTICES AND COMMUNICATION:** All notices and communications with respect to this Rate Schedule MCS Agreement shall be in writing by mail, e-mail, fax, or by telephone, or other means agreed to by the parties, and sent to the addresses stated below or to any other such address(es) as may be designated in writing by mail, e-mail, or fax, or other means similarly agreed to.
8. **DEFAULT:** If either party shall fail to perform any of the covenants or obligations imposed upon it by this Agreement, then in such event the other party may, at its option, terminate this Agreement by proceeding as follows: The party not in default shall cause a written notice to be served on the party in default, stating specifically the cause for terminating this Agreement, and declaring it to be the intention of the party giving the notice to terminate the same; thereupon, the party in default shall have thirty (30) calendar days after the service of the aforesaid notice in which to remedy or remove the cause or causes stated in the termination notice, and if within said thirty (30) calendar days the party in default does so remove and remedy said cause or causes and fully indemnifies the party not in default for any and all consequences of such breach, then such notice shall be withdrawn and this entire Agreement shall continue in full force and effect. In the case the party in default does not remedy and remove the cause or causes or does not indemnify the party giving the notice for any and all consequences of such breach, within said period of thirty (30) calendar days, then this Agreement shall become null and void from and after the expiration of said period.
9. **ASSIGNMENT:** This Agreement shall be binding upon and inure to the benefit of any successor(s) to either Transporter or Shipper by merger, consolidation or acquisition. Either Transporter or Shipper may assign or pledge this Agreement and all rights and obligations under the provisions of any mortgage, deed or trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, neither Transporter nor Shipper shall assign this Agreement or any of its rights hereunder without first having obtained formal written consent of the other(s). Such consent shall not be unreasonably withheld.
10. **MISCELLANEOUS:** No waiver by either party to this Rate Schedule MCS Agreement of any one or more defaults by the other in the performance of this Agreement shall operate or be construed as a waiver of any continuing or future default(s), whether of a like or a different character.
11. **GOVERNING LAW AGREEMENT:** Any controversy between the parties arising under this Rate Schedule MCS Agreement and not resolved by the parties shall be determined in accordance with the laws of the State of Colorado.

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**FORM OF RATE SCHEDULE MARKET CENTER SERVICES (MCS) MASTER SERVICE  
AGREEMENT (“MCS MASTER AGREEMENT”)  
(APPLICABLE TO RATE SCHEDULES MCS)  
(Continued)**

**Shipper Confirmation and Transporter Acceptance / Authorization:** Shipper shall confirm Shipper’s agreement to the terms and conditions of this Agreement by returning two executed originals of this Agreement to Transporter. This Agreement shall be accepted and authorized upon Transporter’s counter execution of this Agreement and Transporter shall communicate acceptance of this Agreement by sending a copy of the fully executed Agreement to Shipper.

**AGREED TO BY:**

**The individual signing this Agreement on behalf of Shipper represents and warrants that he or she is an officer of the Shipper or otherwise possesses the requisite authority to do so and thereby bind the Shipper to this Agreement, and agrees to indemnify and hold harmless Transporter from any claim that such authority did not exist.**

**Transporter:**  
Rocky Mountain Natural Gas LLC  
d/b/a Black Hills Energy  
1515 Arapahoe Street, Suite 1200  
Denver, CO 80202

**Shipper:** (Shipper’s Name and Address)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

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**FORM OF RATE SCHEDULE MARKET CENTER SERVICES (MCS) MASTER SERVICE  
AGREEMENT ("MCS MASTER AGREEMENT")  
TRANSACTION REQUEST  
EXHIBIT No. \_\_\_\_\_**

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Shipper must execute or have previously executed a currently effective MCS Master Agreement and completed a Credit Application with Transporter before this Exhibit has any legal effect. Once executed, this Exhibit shall be made a part of and be subject to all terms and conditions of the MCS Master Agreement executed by and between Transporter and Shipper, and service hereunder shall be rendered in accordance with the terms of Rate Schedule MCS or any superseding rate schedule, and all applicable Transporter conditions which are in effect during the term of this Exhibit.

Each Transaction Request requires a separate Exhibit Number.

Service under Rate Schedule MCS is only available to Shippers at the Park Points and Loan Points that Transporter posts on its interactive Electronic Bulletin Board (EBB) and only so long as Shipper has available credit, as determined by Transporter.

Each Transaction Request Exhibit may be displayed in chart or spreadsheet format.

**Shipper Name:** \_\_\_\_\_ **Master MCS #:** \_\_\_\_\_

**Transaction Date:** \_\_\_\_\_ **Transaction Confirmation #:** \_\_\_\_\_

- Transaction Type:**  Park  
 Loan  
 Wheel  
 Transfer

**Park or Loan Period as applicable:** \_\_\_\_\_ to \_\_\_\_\_.

If Gas is not Unparked or Loan Paybacked or Wheeled or TTT as agreed with Transporter's Shipper by this end date, Transporter shall exercise its rights to this gas, including cashout, as provided for under the MCS Rate Schedule and under the General Terms and Conditions of this Tariff.

**Applicable Rate Schedule:** \_\_\_\_\_

**Total Transaction Quantity:** \_\_\_\_\_ Minimum \_\_\_\_\_ Maximum

**Other Terms and Conditions:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FORM OF RATE SCHEDULE MARKET CENTER SERVICES (MCS) MASTER SERVICE AGREEMENT ("MCS MASTER AGREEMENT") TRANSACTION REQUEST EXHIBIT No. \_\_\_\_\_ (Continued)**

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Dates of Service		Daily Quantity (Dth)					
		Park or Loan Point			Unpark or Loan Payback Point		
From	Through	Point	Minimum	Maximum	Point	Minimum	Maximum

**Rates** (indicate each as applicable to Transaction Request negotiation):

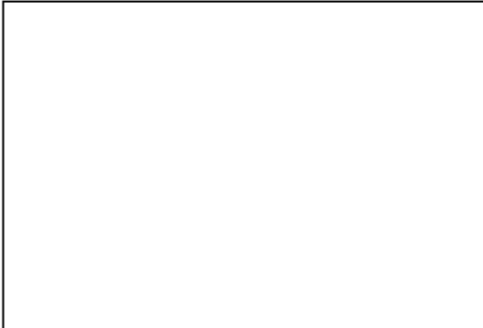
On Daily Ending Balance: Rate \_\_\_\_\_ (1)  
Term: From: \_\_\_\_\_ Through \_\_\_\_\_

On Daily Park, Unpark, Loan, Loan Payback, Wheeling or TTT Transaction Activity:  
Rate \_\_\_\_\_ (1)  
Service \_\_\_\_\_  
Term: From: \_\_\_\_\_ Through \_\_\_\_\_  
Rate \_\_\_\_\_ (1)  
Service \_\_\_\_\_  
Term: From: \_\_\_\_\_ Through \_\_\_\_\_

Note (1): If applicable to discounted contract rates, although the discounted contract rates are stated individually above, the agreement provides for a total effective MCS unit charge and resulting associated amount based on the Transaction Request volume and the Transaction Request term. At any time during the Transaction Request Term, Transporter may adjust the stated rate component(s) as required, so long as the component change results in maintaining value of the original agreement and so long as each modified rate component remains within the minimum and maximum posted tariff rates.

**Shipper Electronic Confirmation and Transporter Acceptance / Authorization:**

Shipper shall confirm Shipper's agreement to the terms and conditions described in the Exhibit by returning two executed originals of this Exhibit to Transporter. The transaction described in this Exhibit will be accepted and authorized upon Transporter's counter execution of this Exhibit and Transporter shall communicate acceptance of this by sending a copy of the fully executed Transaction Request to Shipper.



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**FORM OF RATE SCHEDULE MARKET CENTER SERVICES (MCS) MASTER SERVICE  
AGREEMENT ("MCS MASTER AGREEMENT")  
TRANSACTION REQUEST  
EXHIBIT No. \_\_\_\_\_  
(Continued)**

**AGREED TO BY:**

The individual signing this Transaction Request on behalf of Shipper represents and warrants that he or she is an officer of the Shipper or otherwise possesses the requisite authority to do so and thereby bind the Shipper to this Transaction Request, and agrees to indemnify and hold harmless Transporter from any claim that such authority did not exist.

**Transporter:**

Rocky Mountain Natural Gas LLC  
d/b/a Black Hills Energy  
1515 Arapahoe Street, Suite 1200  
Denver, CO 80202

**Shipper: (Shipper's Name and Address)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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**FORM OF AGENCY AGREEMENT**

The undersigned, by and on behalf of \_\_\_\_\_  
("Shipper"), having a mailing address of \_\_\_\_\_,  
hereby designates \_\_\_\_\_ ("Agent"), having a  
mailing address of \_\_\_\_\_, as its agent, with  
full authority to act on its behalf in performing certain of Shipper's responsibilities, as specified below, under the  
following agreements, by and between Rocky Mountain Natural Gas LLC d/b/a Black Hills Energy ("Transporter")  
and Shipper, as applicable (each, an "Agreement"; collectively, the "Agreements"):

- Firm Transportation Service (Rate Schedule FTS)  
Agreement No. \_\_\_\_\_, dated \_\_\_\_\_, \_\_\_\_\_
- Interruptible Transportation Service (Rate Schedule ITS)  
Agreement No. \_\_\_\_\_, dated \_\_\_\_\_, \_\_\_\_\_
- Firm No-Notice Storage Service (Rate Schedule NNS)  
Agreement No. \_\_\_\_\_, dated \_\_\_\_\_, \_\_\_\_\_
- Interruptible Automatic Park and Loan Load-Following Service (Rate Schedule APAL)  
Agreement No. \_\_\_\_\_, dated \_\_\_\_\_, \_\_\_\_\_
- Master Market Center Services (MCS) Agreement No. \_\_\_\_\_, dated \_\_\_\_\_, \_\_\_\_\_
- Agent for point operator – Meter No(s). \_\_\_\_\_
- Other (Specify) \_\_\_\_\_

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**FORM OF AGENCY AGREEMENT  
(Continued)**

1. Shipper authorizes Agent to act on its behalf in managing the following functionalities of Shipper's service(s) on Transporter's system under the above-referenced Agreement(s):

Select all requested levels of functionality that shall apply:

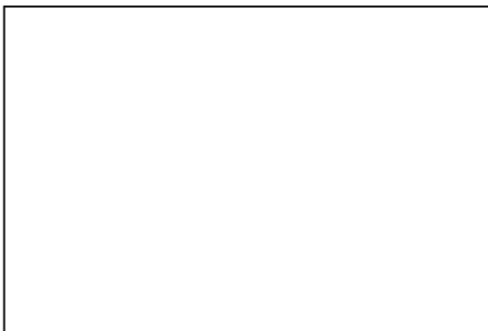
Description	View	Update	None
Nominations			
Notices			
Invoices			
Imbalance and In-Ground Storage Trading			
Park, Loan, Wheel, and Title Transfer (MCS) Activity			
Request Amendment of above-referenced Agreement(s)			
Allocated Quantity Inquiry under Agreement(s)			
Request Rates and Other Terms and Provisions			
Location Measurement (for point operator agents only)			
Location Confirmation (for point operator agents only)			

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**FORM OF AGENCY AGREEMENT  
(Continued)**

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2. In the event that Agent or Shipper fails to make timely payment for service(s) provided by the Transporter in accordance with the above-referenced Agreement(s), or otherwise is in default under Transporter's Tariff, this Agency Agreement may be revoked by Transporter and all service(s) provided shall be subject to termination in accordance with Transporter's Tariff. If such termination of service is a result of Agent's failure to make payment, Shipper shall not be entitled to continued service, regardless of whether Shipper has made payment to Agent, until Transporter receives full and complete payment or satisfactory payment arrangements between Shipper and Transporter have been made as determined by Transporter. Shipper shall be solely liable for all payments due and owing to Transporter for all services provided by Transporter under the above-referenced Agreement(s). Upon termination of this Agency Agreement, Shipper shall make arrangements to resume nominations to ensure appropriate quantities are nominated and scheduled under the above-referenced Agreement(s).
3. Transporter may rely on communication from Agent for all purposes. Communications by Transporter to Agent shall be deemed notice to Shipper.
4. Agent and Shipper acknowledge and agree that this Agency Agreement may be revoked by Transporter or the above-referenced Agreement(s) between Transporter and Shipper may be suspended or terminated by Transporter in accordance with Transporter's Tariff. Regardless of such revocation, suspension or termination, Shipper shall continue to honor any commitments made by Agent to Transporter on its behalf for the period that the Agency Agreement was in effect. Any Imbalances attributable to Shipper upon such revocation, suspension or termination shall be determined and resolved in accordance with Transporter's Tariff.
5. All obligations of Shipper and Agent to Transporter herein with respect to the service(s) provided by Transporter under the above-referenced Agreement(s) shall survive termination of this Agency Agreement.
6. Agent and Shipper acknowledge and agree that Transporter is a third party beneficiary to this Agency Agreement. Transporter shall provide consent to this Agency Agreement as is indicated by the signature(s) below.



**FORM OF AGENCY AGREEMENT  
(Continued)**

- 7. This Agency Agreement shall become effective on \_\_\_\_\_, 20 \_\_\_\_\_, and shall end on \_\_\_\_\_, 20 \_\_\_\_\_. The minimum term of this Agency Agreement shall be a term of one (1) Month (“Minimum Term”). This Agency Agreement must start on the first Day of a Month and must end on the last Day of a Month. If no end date is specified herein, then upon expiration of the Minimum Term, this Agency Agreement shall automatically renew for successive one (1)- Month periods, unless either party provides the other party with at least thirty (30) calendar days’ written notice of its intent not to renew.
- 8. This Agency Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**AGREED TO BY:**

The individual signing this Agency Agreement on behalf of Shipper and Agent, as applicable, represents and warrants that he or she is an officer of Shipper or Agent, as applicable, or otherwise possesses the requisite authority to do so and thereby bind Shipper or Agent, as applicable, to this Agency Agreement, and agrees to indemnify and hold harmless Transporter from any claim that such authority did not exist.

(Shipper)	(Shipper’s Agent)
(print name)	(print name)
Title: _____	Title: _____

**CONSENTED TO BY TRANSPORTER:**

Rocky Mountain Natural Gas LLC d/b/a Black Hills Energy  
1515 Arapahoe Street, Suite 1200  
Denver, CO 80202

By: \_\_\_\_\_  
Title: \_\_\_\_\_



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## QUALITY OF SERVICE PLAN (“QSP”)

### APPLICABILITY

All rate schedules may be subject to a Quality of Service Plan (“QSP”) one-time bill credit as described in the section below “Negative Financial Incentive.” The credit shall reflect penalties associated with the Company’s performance results for the QSP as described herein. Under the QSP herein, performance metrics, goals, and penalties are established for key operating areas, namely: 1) Safety, and 2) Reliability.

### DEFINITIONS

Measurement Period shall mean an annual period of time, commencing January 1, 2020 through December 31, 2020 and successively for each annual period thereafter, for up to five annual periods pursuant to Decision No. C19-1040. The final QSP Measurement Period shall end on December 31, 2024.

Actual Performance Metric shall mean a rolling average of three consecutive performance years. For the Measurement Period of January 1, 2020 – December 31, 2020, the actual performance metric shall be an average of two consecutive performance years (January 1, 2019 – December 31, 2020).

Annual Report shall mean the results of Rocky Mountain Natural Gas LLC for each respective QSP Measurement Period.

### ANNUAL REVIEW PROCESS AND SCOPE

The Company shall file a QSP Annual Report with the Commission on or before May 15<sup>th</sup> following the QSP Measurement Period. The QSP Annual Report shall provide the actual, measured result for each metric and the calculated negative financial incentive amount (if any) when such result occurs outside of the metric.

After the May 15<sup>th</sup> filing, the Company will meet with Commission Staff to review the previous year’s performance outcomes and discuss if negative financial incentives are appropriate.

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## QUALITY OF SERVICE PLAN (“QSP”)

### NEGATIVE FINANCIAL INCENTIVE

For each metric, if the Company’s annual performance outcome falls short of the metric, the negative financial incentive amount for each QSP Measurement Period shall be recorded by the Company to a liability account. The maximum total negative financial incentive the Company may incur as a liability during a single Measurement Period is \$10,000.

After the annual review with Commission Staff, and if a negative financial incentive is determined, the Company will issue a one-time bill credit to active customers within 120 days of the date of the annual filing (May 15<sup>th</sup>).

The one-time bill credit is calculated as follows:

$$\frac{\text{Total Negative Financial Incentive Amount}}{\text{Total Number of Active Customers}} = \text{One-Time Bill Credit Per Customer}$$

### QSP PERFORMANCE METRICS, GOALS, AND PENALTY

#### 1. **Safety: Damage Prevention**

- a. Metric is the number of pipe hits per 1,000 locates.
- b. Goal for QSP Measurement Period is a rolling average of no more than 1.0 pipe hits per 1,000 locates.
- c. Negative Financial Incentive for QSP Measurement Period is a rolling average above 1.0 pipe hits per 1,000 locates.

#### 2. **Reliability: Outage Frequency**

- a. Metric is the number of outages, where outage is defined as an interruption in service to any part of the system caused by RMNG personnel.
- b. Goal for QSP Measurement Period is a rolling average of no more than 1.0 outage per year.
- c. Negative Financial Incentive for QSP Measurement Period is a rolling average exceeding 1.0 outage per year

QUALITY OF SERVICE PLAN (“QSP”)  
(Continued)

EXCLUSION PROCESS

Measurement Period metric data will be recorded with no exclusions (unless otherwise approved in the annual report) absent the notification for exclusion as described in this section. The Company may claim exclusion of certain data associated with events that are outside the control of the Company when calculating certain Performance Metrics.

Potentially excludable events may include periods of emergency, catastrophe, natural disaster, catastrophic storm, civil unrest, product/manufacturing defects (e.g. D.O.T. Alert Notice), vendor material recall, or other similar events. The Company reserves the option to claim exclusions for events required as reportable through Rules 4910-4914 of the Commission Rules Regulating Gas Utilities and Pipeline Operators. The Company shall bear the burden of proving that the proposed excludable event was unforeseeable, extraordinary, and outside the Company’s control.

In its notification, the Company must separately document and report the timeframe and impact of each event for which it claims exclusion and the rationale for excluding the event. Notifications for exclusion may be made throughout the Measurement Period within 30 days of the triggering event or with the filing of the QSP Annual Report. Notifications for exclusion will be directed to the Deputy Director of Fixed Utilities of the Colorado Public Utilities Commission, and filed in the proceeding authorizing the QSP, and if applicable, will reference the event which the Company initially reported through the mechanism provided in Rules 4910-4914 of the Commission Rules Regulating Gas Utilities and Pipeline Operators.

In the event of a dispute, misunderstanding, or controversy related to any exclusion claim, any party may file a motion asking the Commission or an assigned Administrative Law Judge to resolve the dispute.

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