

Firm Transportation Service Agreement

RATE SCHEDULE FT

Shipper's Name and Address for Notices and Invoices:

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

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

Address for Invoice (If different from above)

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

Contract No: \_\_\_\_\_

Term: From \_\_\_\_\_ To \_\_\_\_\_

Rates shall be Black Hills Shoshone Pipeline, LLC's ("Black Hills Shoshone") maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable Rate Schedule on file with the Commission unless otherwise agreed to by the parties in writing.

This transportation shall be provided pursuant to Subpart \_\_\_\_\_ of Part 284 of the Federal Energy Regulatory Commission's regulations.

The contract maximum daily quantities and primary receipt and delivery points are set forth on Appendix A.

If made available by Shipper, Black Hills Shoshone agrees to receive and deliver thermally equivalent volumes of natural gas as set forth in this Agreement.

Other: \_\_\_\_\_

Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth on this Agreement and to Energy West when sent to the following:

All Notices/Accounting Matters: Black Hills Shoshone Pipeline, LLC 1301 West 24 <sup>th</sup> Street Cheyenne, WY 82001 Attn: Market Services	Payments to Designated Depository: Black Hills Shoshone Pipeline, LLC Account No. _____ ABA No. _____ Bank: _____
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This Agreement shall incorporate and in all respects shall be subject to the "General Terms and Conditions" and the applicable Rate Schedule(s) set forth in Black Hill's FERC Gas Tariff, as may be revised from time to time. Black Hills Shoshone may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the "GENERAL TERMS AND CONDITIONS" in Black Hills Shoshone's FERC Gas Tariff, and Black Hills Shoshone shall have the right to place such changes in effect in accordance with the NGA, and this Transportation Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

Black Hills Shoshone Pipeline, LLC  
  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Shipper  
  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_