

GENERAL TERMS AND CONDITIONS

16. OTHER OPERATING CONDITIONS

- 16.1 Minimum Quantity Meterable. In no event shall Transporter be required to accept a request for Transportation Service for a quantity of Gas which Transporter cannot meter with reasonable accuracy at the Receipt or Delivery Points for which Shipper is requesting service. If Shipper's request for Transportation Service involves a quantity which Transporter cannot meter with reasonable accuracy at the requested Receipt or Delivery Points, Transporter will promptly inform Shipper and advise Shipper of the minimum quantity that can be metered with reasonable accuracy at the proposed Receipt and Delivery Points.
- 16.2 Coordination With Other Parties. Shipper shall make all necessary arrangements with other parties at or upstream of the Receipt Point(s) where Natural Gas is delivered to Transporter by Shipper or for Shipper's account, which arrangements shall be compatible with Transporter's system operations and coordinated with Transporter's dispatchers. To the extent Shipper's upstream transporter refuses to deliver scheduled quantities on behalf of Shipper, or Shipper's downstream transporter refuses to receive scheduled quantities on behalf of Shipper, Transporter shall not be obligated to transport such quantities for Shipper's account.
- 16.3 Facilities to be in Place Prior to Request. Transporter shall not be required to render Transportation Service on behalf of Shipper in the event that all facilities necessary to render such service do not exist at the time such service is requested.
- 16.4 Shipper to Comply With All Terms. Transporter shall not be required to render Transportation Service on behalf of any Shipper which on any day fails to comply with any or all of the terms of the Transportation Service Agreement(s) between Transporter and Shipper.
- 16.5 Complaint Resolution. This Section describes Transporter's compliance with the requirements of 18 C.F.R. Section 250.16(b)(1). Transporter will attempt to resolve any complaints by Shippers or potential Shippers without the necessity of a written complaint. To this end, Shippers are encouraged to attempt to resolve disputes informally with their designated service representatives.

A formal complaint concerning any Transportation Services offered by Transporter must specifically state that it is a complaint under 18 C.F.R. Section 250.16(b)(1) or any successor regulation and should be directed in writing to Patrick Joyce, Black Hills Shoshone Pipeline, LLC, 1301 West 24th Street, Cheyenne, WY 82001. Transporter will respond initially within 48 hours and in writing within 30 days to complaints by Shippers and potential Shippers.