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October 16, 2026

Mr. Greg Walklin
Executive Director
Nebraska Public Service Commission 1200
N Street, Suite 300
Lincoln, NE 68508

RE: Black Hills Nebraska Gas, LLC d/b/a Black Hills Energy
Choice Gas Program Tariff Updates

Dear Mr. Walklin:

Black Hills Nebraska Gas, LLC d/b/a Black Hills Energy ("Black Hills Energy") hereby submits, pursuant to 291 NAC Chapter 9, Section 008.06, revisions to certain sheets of its Nebraska Natural Gas Tariff, with a proposed effective date of January 1, 2027. The proposed revisions are primarily administrative in nature and include updates to Choice Gas Program provisions, tariff definitions and references, and elimination of the Fixed Monthly Bill option for Residential and Commercial Choice Gas Program customers.

Attached are clean and redlined versions of the affected tariff sheets.

Sincerely,

/s/ Brad Quimby
Brad Quimby
Regulatory Manager
402.851.2459

and

/s/ Douglas J. Law
Douglas J. Law, NE Bar #19436 Associate
General Counsel
402.221.2635

Enclosures

cc: Brooke Bassell-Herman
Chris Dibbern, Nebraska Public Advocate
Nichole Mulcahy, Director of Natural Gas Department, NPSC

RULES AND REGULATIONS – NATURAL GAS SERVICE
DEFINITIONS

CHOICE GAS PROGRAM	“Choice Gas Program” means the unbundled Gas service offering included within this Tariff for Rate Area 5. “Choice Gas” is a registered trademark of the Company.
CODE OF CONDUCT	“Code of Conduct” shall mean the code of conduct guidelines set forth in 291 Neb. Admin. Code, Ch. 9, Rule 018.
COMMERCIAL CUSTOMER	Commercial Customer is a Customer whose Natural Gas purchases or transportation requirements are less than five hundred (500) Therms per day as determined by average daily consumption. A Commercial Customer is further defined as a Customer engaged in commercial activities, including but not limited to the following: wholesale or retail trade, finance, real estate, fisheries, forestry, transportation, communications, sanitary services, insurance, personal services (clubs, hotels, rooming houses, five (5) or more households served under a single meter, auto repair, etc.), shops, including agricultural shops, government or other commercial activity. • Small Commercial Service: defined as service provided to those customers with annual gas consumption of five thousand (5,000) therms or less. • Large Commercial Service: defined as service provided to those customers with annual gas consumption is greater than five thousand (5,000) therms.
COMMISSION	The term "Commission" is herein used to designate the Nebraska Public Service Commission having jurisdiction of the subject matter as provided under the State Natural Gas Regulation Act, Neb. Rev. Stat. § 66-1801 et seq.
COMPANY	The term "Company" is herein used to designate Black Hills Nebraska Gas, LLC d/b/a Black Hills Energy, which furnishes natural gas service under general rules, regulations, terms and conditions.
COMPANY USED GAS	“Company-used gas” means the quantity of Gas consumed by the Company for purposes of its Gas operations.

RULES AND REGULATIONS – NATURAL GAS SERVICE
DEFINITIONS

CURTAILMENT	“Curtailment” means the inability of a Customer to receive Natural Gas due to a shortage of Natural Gas supply.
CUSTOMER	Unless otherwise indicated, “Customer” means a Jurisdictional end user connected, or requesting to be connected, to the Company’s Natural Gas facilities. Natural Gas services available to Customers are defined and set forth within this Tariff. The various classes of Customers are as follows: Rate Areas One, Two, and Three : • Annual Price Option Sales Service Customers • Economic Development Sales Service Customers • Energy Options Program Customers • Farm Tap Customers • Traditional Sales Service Residential Customers • Small Commercial Service Customers • Large Commercial Service Customers Rate Area Five: • Choice Gas Program Residential Customers • Choice Gas Program Commercial Customers Non-Jurisdictional Customers: The customer classes set forth below are subject to limited jurisdiction of the Commission as set forth in the State Natural Gas Regulation Act, Commission Regulations. The customers are not subject to this Tariff except as defined herein or otherwise applied by the Company: Agricultural Customers Agricultural Choice Gas Program High Volume Customers Interruptible Customers

RULES AND REGULATIONS – NATURAL GAS SERVICE
DEFINITIONS

SERVICE LINE	“Service Line” means either (i) the Company-owned Gas Service Line from the Company’s Main Gas Line (i.e., generally near customer’s property boundary) to the outermost foundation of the customer’s primary structure at a location and route determined by the Company, regardless of the meter location or (ii) Company-owned Natural Gas Service Line from a Point of Receipt to the Point of Delivery, or (iii) the Customer-owned Natural Gas Service Line, fuel line, yard line or other Customer-owned piping from the Point of Delivery to the Customer’s end use facilities, regardless of the meter location.
CHOICE GAS PROGRAM SUPPLIER	“Supplier” or “Choice Gas Program Supplier” means a qualified CNGP providing Natural Gas Services to Customers located in Rate Area Five , who has executed a Supplier Participation Agreement (and related Exhibits) applicable to Residential Choice Gas Program, Commercial Choice Gas Program, and Agricultural Choice Gas Program, as applicable.
TARIFF	“Tariff” means the Company’s Nebraska tariff and all of its component parts, including the Schedule of Rates and Other Charges, Rate Schedules, and the General Terms and Conditions.
TBS OR TOWN BORDER STATION	“TBS” or “Town Border Station” means the Point of Receipt where Company receives Natural Gas for deliveries within or near the communities that it serves.
THERM	“Therm” means one hundred thousand (100,000) British thermal units.

RATE SCHEDULES AND OTHER CHARGES
RATE AREAS ONE, TWO, THREE, & FIVE

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GAS COST RECOVERY MECHANISMS – RATE AREA 5
RESIDENTIAL AND COMMERCIAL CHOICE GAS PROGRAM

AVAILABILITY	This Residential and Commercial Choice Gas Program (“Choice Gas Program”) is available to all Nebraska jurisdictional residential and commercial Customers served by the Company in Rate Area Five . Company retains the right to terminate the availability of this Tariff effective with its June billing cycle upon giving ninety (90) days prior written notice to affected Suppliers and Customers and to the Commission.
APPLICABILITY	Applicable to residential and commercial service.
DESCRIPTION OF SERVICE	The Choice Gas Program provides participating customers the opportunity to select their own gas Suppliers from a pool of qualified competing gas Suppliers. The Customer selects a gas Supplier and notifies the Company of its choice. The Company temporarily releases to such gas Suppliers an amount of firm transportation and no-notice Capacity on the Upstream Pipeline system which will be used by the supplier for the purposes of providing delivery of Customer's gas supply to the Company's system. The Company may retain an amount of firm transportation and no-notice service on the upstream pipeline for backup or emergency use, and recover the cost of such service as provided hereunder. Company agrees to receive from each gas Supplier natural gas for the account of Customer at the Receipt Point(s) and to transport across its system and deliver such volumes of gas, less Retention Quantity, to Customer at the Delivery Point(s).
REQUEST FOR SERVICE	Requests for service shall be made in accordance with the General Terms and Conditions of this Tariff. By requesting service, and by accepting such service once initiated, the Customer agrees to abide by, and shall be obligated to comply with, all of the applicable provisions of this Tariff, including the applicable Schedule of Rates and Other Charges, Rate Schedules, and General Terms and Conditions, as amended from time-to-time, as a condition of service.
CONVERSION TO TRANSPORTATION SERVICE	If a Large Commercial customer desires to switch to Transportation Service under the Transportation Service Rate Schedule effective June 1 of the next twelve (12) month term, the customer must notify the Company on a transportation service request form, and provide its upstream capacity requirements, if any, to the Company by February 15 each year. If the customer is purchasing gas supply under a multi-year gas supply arrangement and desires to switch prior to the fulfillment of the arrangement, the Supplier and customer must mutually agree on the early termination of the multi-year gas supply arrangement. Customers are not allowed to switch to distribution transportation service within the Choice Gas Program Year.

DATE OF ISSUE: October 16, 2026
ISSUED BY: Brooke Bassell-Herman

EFFECTIVE DATE: January 1, 2027

GAS COST RECOVERY MECHANISMS – RATE AREA 5
RESIDENTIAL AND COMMERCIAL CHOICE GAS PROGRAM

**CHOICE GAS
PROGRAM
RULES**

1. Service under this Choice Gas Program runs in one-year cycles, from the June billing cycle of one (1) year through the May billing cycle of the succeeding year.
2. As a prerequisite to participating in the Choice Gas Program as a qualified Supplier, each Supplier must (a) receive the certification required under the State Natural Gas Regulation Act, and (b) execute, on an annual basis, a Supplier Participation Agreement in the form tendered by the Company. The conditions for Supplier participation are governed by the Supplier Participation Agreement. The Company may participate as a Supplier, in the Choice Gas Program.
3. Customers must choose their Supplier from a pool of qualified Suppliers. Such qualifications are set forth in the Supplier participation agreement executed by the Supplier as a prerequisite to participating as a Supplier under this Choice Gas Program. Except for Customers that have subscribed to multi-year supply arrangements as permitted under this Choice Gas Program, Customers may change their Supplier selection once every twelve (12) months to be effective at the beginning of the twelve (12) month program year commencing with the June bill cycle. If the Company does not receive from any Customer, during a selection period applicable to the Customer, a properly completed selection form or other available Supplier selection medium that reasonably can be interpreted as to the selection made, such Customer will be served as a default customer of their current Supplier during the upcoming twelve (12) month program year.
4. Company will provide Customer lists to Suppliers containing customer names, mailing addresses, telephone numbers, and usage history, by month, for the preceding calendar year; provided, that Suppliers treat the information as confidential, only use such information for purposes directly related to the Choice Gas Program and are expressly prohibited from selling such lists, or otherwise disclosing information from the Customer list to any other person or business entity for any purpose other than marketing of the Choice Gas Program. Company may require Suppliers to sign an agreement protecting the confidentiality of Customer information disclosed under the Choice Gas Program. Information regarding new Customers during the program year will be provided to all Suppliers within five (5) business days of the Company putting the new Customer information into the Company's computer system and active service begins.

GAS COST RECOVERY MECHANISMS – RATE AREA 5
RESIDENTIAL AND COMMERCIAL CHOICE GAS PROGRAM

CHOICE GAS
PROGRAM
RULES
(Continued)

5. Absent force majeure, Interruption or Curtailment circumstances, for purposes of billing and allocation of volumes at the Company's custody transfer points with the Upstream Pipeline, the Daily Balancing section of this Choice Gas Program shall apply. Company shall hold firm transportation and no-notice service on the Upstream Pipeline system, which will be temporarily released to and used by the Customer's Supplier for the purpose of providing delivery of Customer's supply to the Company's system.
 6. The Supplier Commodity Charge will be remitted by the Company to the Customer's selected gas Supplier.
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GAS COST RECOVERY MECHANISMS – RATE AREA 5
RESIDENTIAL AND COMMERCIAL CHOICE GAS PROGRAM

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|----------------------------------|---|
| BILLING
AND
RATES | <ol style="list-style-type: none">1. The applicable rates for this service are set forth in the Schedule of Rates and Other Charges of this Tariff. Except with respect to rates negotiated under Sheet 45, Negotiated Rates, each applicable unit rate under this Choice Gas Program shall be a rate not in excess of the maximum unit rate(s) set forth in the Schedule of Rates applicable to this Choice Gas Program. Company shall be permitted to discount rates to Customers and to negotiate rates with Customers as permitted by the State Natural Gas Regulation Act.2. Monthly Bill. Except as provided above, commencing with the month in which service begins under this Choice Gas Program and each month thereafter, Company shall charge and Customer shall pay Company the following charges and fees, as the same may be amended from time-to-time:<ol style="list-style-type: none">A. <u>Customer Charge</u>. As set forth in the Schedule of Rates and Other Charges applicable to this Tariff. This charge is billed to each customer as a flat fee per month, and does not vary with gas usage.B. <u>Distribution Charge</u>. As set forth in the Schedule of Rates and Other Charges applicable to this Tariff under the heading Non-Gas Base Rate Component. This charge equals the distribution charge multiplied by billed usage.C. <u>Gas Supply Cost Adjustment Charge (CGS)</u>. As set forth in the Schedule of Rates applicable to this Tariff under the heading Total Gas Cost. The Gas Supply Cost Adjustment Charge is equal to the rate calculated under Sheet 123, Gas Supply Cost Adjustment (CGS), multiplied by billed usage.D. <u>Supplier Commodity Charge</u>. This charge equals the applicable price agreed to by the Customer and its Supplier, and communicated to the Company as prescribed in this Tariff, multiplied by billed usage. The applicable price may be changed by agreement of the Customer and its Supplier; provided that the change will not become effective until it is communicated to the Company and reflected in the account information for said Customer. This price includes, but is not limited to, the cost of Natural Gas and Upstream Pipeline services. The prices charged by Suppliers are established in the competitive free market and are not listed in the Schedule of Rates and Other Charges of this Tariff.E. <u>Franchise Fee</u>. Franchise fees or charges imposed by any municipality will be charged only to residential and Commercial Customers receiving service under this Tariff in such municipality. The appropriate franchise amount shall be set forth as a separate item on that Customer's bill.F. <u>Taxes</u>. Regulatory assessment of other taxes, fees, or charges required by a governmental authority will be added to the monthly bill. |
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GAS COST RECOVERY MECHANISMS – RATE AREA 5
RESIDENTIAL AND COMMERCIAL CHOICE GAS PROGRAM

**BILLING AND
RATES**
(Continued)

G. Other Charges and Fees. In addition to the above charges and fees, any other charges and fees permitted by this Tariff, by Commission order, or by law or regulation may be applied to the Customer's bill, as applicable.

**SUPPLIER
SELECTION**

- A. All Customers under this Choice Gas Program have the option to choose a Gas Supplier from a pool of qualified Suppliers. The list of qualified Suppliers will be provided by the Company. Customer shall pick a gas Supplier from the list and notify the Company of its choice as provided herein.
- B. Except as provided in paragraph F below, the term for which the Customer selection applies will be the twelve (12) months commencing with the Customer's first normally scheduled meter read cycle on or after June 1 of each year, excluding those Customers moving on or off the system during a term. Company will provide a selection medium(s) to Customers listing Suppliers from which the Customer may choose. At least two (2) weeks prior to the date by when Customers must make their Supplier selection for the upcoming twelve (12) month period, Suppliers must have price quotes and service information available for Customers. Supplier may choose to provide any or all of its prices directly to the customer or by other appropriate means, which once selected by the customer and returned to the Company through any of the available selection medium(s), will represent a commitment between the Customer and Supplier for service at the agreed upon price. Customer, with the Supplier's consent, may switch between rate offerings of its current Supplier during the Choice Gas Program year.
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GAS COST RECOVERY MECHANISMS – RATE AREA 5
RESIDENTIAL AND COMMERCIAL CHOICE GAS PROGRAM

SUPPLIER
SELECTION
(Continued)

- C. A Supplier selection medium(s) will be provided to each Customer before each annual selection period applicable to the Customer. If a Customer does not select a Supplier during the selection period, or if the Company receives an improperly completed selection form which reasonably cannot be interpreted as to the selection made, the Customer's gas supply will be provided during the upcoming twelve (12) month service period by the Customer's current Supplier and price option at a default price that will be determined by the supplier after the selection period has ended; provided that if such Supplier does not participate as a Supplier in the next twelve (12) month program year, such Customer(s) will randomly default to one (1) of the remaining participating Suppliers as their Supplier. If the Customer chooses to change gas Suppliers to be effective with the June billing cycle of the next twelve (12) month program year, the Customer must notify the Company through an appropriate selection medium returned to the Company, or postmarked, on or before the deadline specified by the Company for the annual selection period. Unless otherwise agreed to by the Customer and the affected Suppliers, in case more than one (1) selection is received from the Customer, the Supplier on the earliest received valid selection will be the Supplier for that Customer.
- D. After the completion of Customers' Supplier selections, Suppliers will provide to the Company a list of Customer price options and applicable prices. Suppliers will provide to the Company their default price(s) pursuant to a schedule provided to the Suppliers by the Company. A Supplier may agree during the course of a program year to change the price applicable to one (1) or more of its Customers; provided that the change will not become effective until it is communicated to the Company and reflected in the account information for said Customer(s). Company shall have a reasonable period of time in which to reflect a price change in the account information for a Customer once the change is communicated to the Company. Unless instructed to the contrary by the Supplier, the Company shall bill the Customer the new price on any bill that has begun to be processed after the date that the price change is reflected in the account information for the Customer. Company is entitled to rely upon the pricing information provided to it by Suppliers, and each Supplier must indemnify Company for any costs incurred, or liability arising from, inaccurate pricing information provided to the Company by the Supplier. Company will indemnify a Supplier for any costs incurred, or liability arising from, the Company's failure to bill the price(s) applicable to the Supplier's Customers as communicated to the Company by the Supplier as provided in this section.

GAS COST RECOVERY MECHANISMS – RATE AREA 5
RESIDENTIAL AND COMMERCIAL CHOICE GAS PROGRAM

**SUPPLIER
SELECTION
(Continued)**

- E. Changes in Gas Suppliers will not be made effective prior to the end of the twelve (12) month program year except as provided herein.
- F. Multi-Year Supply Arrangements. Notwithstanding any other provision of this Choice Gas Program to the contrary, a Supplier may negotiate a multi-year supply arrangement with any Customer taking service under this Choice Gas Program. By offering multi-year supply arrangements, the Supplier represents to the Company that it will continue to act as a Supplier in the Choice Gas Program throughout the term of the supply arrangement, subject to Supplier eligibility requirements. If a Supplier defaults during the term of a multi-year supply arrangement, and said Supplier's customer base is not purchased and thereafter served through the end of the multi-year term by a remaining qualified participating Supplier at the price quoted them by the defaulting Supplier; Company will provide impacted Customers a selection medium for choosing a new Supplier for the remainder of the then-current program year, and Customer will be randomly assigned to one (1) of the participating Suppliers under the new pricing arrangement between the customer and the new Supplier. If the Customer fails to choose a new Supplier, then the Company will assign the customer to a Supplier selected by the Company at a price determined by the Supplier, as approved by the Company. The Customer will be provided with a selection medium for choosing a new Supplier commencing with the succeeding program year. If the Customer fails to choose a qualified participating Supplier for the succeeding program year, Customer will be served by the randomly assigned default Supplier for that program year.

**TIMING
FOR
SELECTION
PROCESS**

The timing for the steps required to implement the selection process will be determined each Choice Gas program year and provided to participating Suppliers. The schedule so established by the Company will be determined so as to permit program years to begin on June 1. The annual selection period is the three (3) calendar weeks specified in the schedule for submission of Supplier selection ballots to the Company. Company will accept and give due consideration to the input of participating Suppliers regarding the timing for the selection process.

GAS COST RECOVERY MECHANISMS – RATE AREA 5
RESIDENTIAL AND COMMERCIAL CHOICE GAS PROGRAM

MOVING POLICY If a Customer moves from one (1) premise to another within the Company's service territory, or if a Customer who immediately prior to such move was not a Customer of the Company moves into a premise within the Company's service territory, the Customer will continue purchasing Gas commodity from the Supplier last chosen for that premise until the end of the then-current program year, at which time the Customer may select a different Supplier if the Customer so chooses. If a Customer constructs a new premise or moves into a premise which was inactive at the time of the immediately preceding Supplier selection period, the Company will assign a random default participating Supplier to provide the Customer's gas supply and will provide a selection form listing Suppliers from which the Customer will have two (2) weeks to choose a Supplier for the remainder of the then-current program year. If the Customer fails to choose a qualified participating Supplier, Customer will be served by the randomly assigned default Supplier. Landlords who are temporarily receiving service for short time periods between occupants will be served by the existing Supplier at the premise. Selection forms will be due back to the Company within two (2) weeks or selections may be made by any of the other available Company authorized selection mediums provided to Customers.

NOMINATIONS Company may require nominations of the daily volumes to be transported across the Company's system for the account of a Customer under circumstances necessary to preserve the operational integrity of the Company's system. The approved daily nomination is the quantity of Gas stated in dekatherms which the Company has approved to be delivered on a particular day for a particular Supplier. Nominations shall be submitted through the Company's Electronic Bulletin Board ("EBB"). Nominations are subject to approval by the Company based upon system Capacity availability and the preservation of system operational integrity or if such nomination exceeds the specified maximum Daily Contract quantities with the Customer or Supplier.

RELEASE OF UPSTREAM CAPACITY Company will temporarily release firm transportation and no-notice service held on the Upstream Pipeline to Suppliers for the program Year. Company will notify each Supplier of the levels of firm transportation and no-notice service that will be released by the Company to such Supplier for the purpose of serving the Customers selecting such Supplier, affirmatively or through the defaulting process. Company will allocate such released capacity among all Suppliers, a pro-rata share of the capacity as available for the primary Delivery Points at which each Supplier's Customers are located.

GAS COST RECOVERY MECHANISMS – RATE AREA 5
RESIDENTIAL AND COMMERCIAL CHOICE GAS PROGRAM

**RELEASE OF
UPSTREAM
CAPACITY
(Continued)**

The allocated capacity shall be temporarily released to Supplier for the program Year at rate(s) not to exceed the FERC-approved Upstream Pipeline rate applicable to the path released to the Supplier. To protect service to Customers during the winter season, Suppliers shall not re-release the Upstream Pipeline no-notice service capacity allocated to the Supplier under this Choice Gas Program between the months of November and March, inclusive. In addition, Suppliers shall not change the primary receipt and delivery points related to the allocated Upstream Pipeline capacity.

**DAILY
BALANCING**

For Company Systems that do not utilize Pre-Determined Allocations:

Volumes delivered by the Upstream Pipeline into the Company's system for a Customer shall be deemed to be equal to the Customer's actual usage plus Retention Quantity. The Retention Quantity will be allocated pro-rata among Suppliers based upon actual end-use metered volumes. Actual daily usage or if not available, daily usage as estimated by the Company, will be provided by the Company to the Upstream Pipeline for purposes of allocating deliveries to the Company's system among the various Suppliers delivering quantities for Customers, including the Company.

For Company Systems that utilize Pre-Determined Allocations:

- A. Volumes delivered by the Upstream Pipeline into the Company's system, inclusive of Retention Quantity, for the Customer shall be deemed to be equal to each Supplier's estimated market share. The estimated market share is determined by multiplying the pre-determined allocation (PDA) percentage of the custody measurement point by the total volume at the custody measurement point. The PDA percentages will be provided to the Upstream Pipeline on a monthly basis prior to the start of the flow month and maybe changed prospectively by the Company at any time during the flow month. The volumes delivered out of the Company's system will be equal to the custody measurement point's volumes and be allocated to the Suppliers based on their actual end-use metered market share. If actual usage is not available, Daily usage as estimated by the Company will be used by the Company for purposes of allocating deliveries off of the Company's system.
- B. If the difference between the forecasted Supplier market share and the actual Supplier market share varies by 5% or more, a Supplier may request that the Company review the forecasted market share percentages. This forecasted market share review will be conducted by the Company and will consider any Supplier recommendations. The review will be finalized and provided to Suppliers within thirty (30) days of the request.

GAS COST RECOVERY MECHANISMS – RATE AREA 5
RESIDENTIAL AND COMMERCIAL CHOICE GAS PROGRAM

DAILY
BALANCING
(Continued)

C. Predetermined Allocation Imbalance Curing Methodology

- i. For purposes of balancing, a negative imbalance occurs when a Supplier's allocated receipts are less than its allocated deliveries and a positive imbalance occurs when a Supplier's allocated receipts are more than its allocated deliveries. Company will provide Suppliers a Balancing statement and a Storage Transfer Request form by the 10th business day for the prior month's imbalances. A Supplier with a negative imbalance shall transfer its imbalance from its Tallgrass Interstate Gas Transmission ("TIGT") storage account to the TIGT storage account of the Supplier(s) with a positive imbalance. The total imbalance volumes that will be transferred will be equal to the total of each Supplier's negative imbalance volume plus applicable TIGT transportation fuel, lost and unaccounted for gas (FL&U). Each Supplier is required to return an executed Storage Transfer Request form by the 12th business day via facsimile to confirm agreement among Suppliers of the transfer of imbalance volumes. Once the storage transfers are confirmed with TIGT, the affected Supplier's imbalances will be adjusted. These volume adjustments will be reflected on the balancing statements generated the second month after the imbalance occurred. An adjustment to each Supplier's monthly commodity payment will be made to allow for the recovery of the cost of the TIGT firm transportation commodity charges applicable to the imbalance volumes transferred in accordance with these procedures. The monthly commodity payment to each Supplier that has a negative imbalance will be reduced by an amount equal to its negative imbalance volume multiplied by the currently approved TIGT firm transportation commodity rate. The monthly commodity payment to each Supplier that has a positive imbalance will be increased by an amount equal to its positive imbalance volume multiplied by the currently approved TIGT firm transportation commodity rate.
- ii. In the event a Supplier is unwilling or unable to cure its negative or positive imbalance by transfer of storage volumes as i. of this subsection, that Supplier, with mutual consent of the affected Suppliers, may attempt to cure the imbalance through an alternative method. Each Supplier is required to notify the Company that its imbalance has been partially or fully cured under this option. This notification must be received by the Company via fax or e-mail by the end of the month following the month the imbalance was incurred. After the notices are received, the affected Supplier's imbalances will be adjusted. These volume adjustments will be reflected on the balancing statements generated the second month after the imbalance occurred.

GAS COST RECOVERY MECHANISMS – RATE AREA 5
RESIDENTIAL AND COMMERCIAL CHOICE GAS PROGRAM

DAILY
BALANCING
(Continued)

- iii. In the event Suppliers do not utilize the procedures set forth in paragraphs i. or ii. of this subsection to cure imbalances, then the Suppliers will be subject to the procedures established in this paragraph for curing the imbalance. If a Supplier is unwilling or unable to cure its full imbalance pursuant to paragraph i. of this subsection by the end of the month following the month the imbalance was incurred, that Supplier will be deemed to be a Non-Performing Supplier. A Supplier that is willing and able to cure its imbalance pursuant to paragraph i. of this subsection by the end of the month following the month the imbalance was incurred will be deemed to be a Performing Supplier. The Performing Supplier's positive imbalance will be cured through a credit adjustment to the Performing Supplier's monthly commodity payment. The credit will be based on the product of the highest of the daily "Gas Daily" CIG (Colorado Interstate Gas Company) Midpoint Price or "Gas Daily" PEPL (Panhandle Eastern Pipe Line Company) Midpoint Price during the period of time starting with the first day of the month that the imbalance was incurred and ending with the 10th business day of the second month following the month the imbalance was incurred multiplied by the imbalance volume plus all applicable TIGT transportation FL&U and Storage Retention Fuel volumes. The cost of the TIGT firm transportation commodity charges applicable to the imbalance volumes will also be credited to the Performing Supplier's monthly commodity payment. The Non-Performing Supplier's offsetting negative imbalance will be cured through a reduction to the Non-Performing Supplier's monthly commodity payment in an amount equal to the credit applied to the Performing Supplier's monthly commodity payment. The Performing Supplier's negative imbalance will be cured through a reduction to the Performing Supplier's monthly commodity payment. The reduction will be based on the product of the lowest of the Gas Daily CIG Midpoint Price or Gas Daily PEPL Midpoint Price during the period of time starting with the first day of the month that the imbalance was incurred and ending with the 10th business day of the second month following the month the imbalance was incurred multiplied by the imbalance volume. The cost of the TIGT firm transportation commodity charges applicable to the imbalance volumes will also be a reduction to the Performing Supplier's monthly commodity payment. The Non-Performing Supplier's offsetting positive imbalance will be cured

GAS COST RECOVERY MECHANISMS – RATE AREA 5
RESIDENTIAL AND COMMERCIAL CHOICE GAS PROGRAM

DAILY BALANCING (Continued)	through a credit to the Non-Performing Supplier's monthly commodity payment in an amount equal to the reduction applied to the Performing Supplier's monthly commodity payment. All adjustments to the Suppliers' monthly commodity payments will be made during the second month following the month the imbalance was incurred and the volume adjustments will be reflected on the balancing statements generated the second month after the imbalance occurred.
CODE OF CONDUCT	Suppliers are subject to the code of conduct guidelines set forth in 291 Neb. Admin. Code, Ch. 9, Rule 018. Company is subject to 291 Neb. Admin. Code, Ch. 9, Rule 019.
EQUAL TREATMENT	Company will give fair and equitable treatment in its customer and public communications and in its administration of the Choice Gas Program to all Suppliers. Company will inform its Customers that the Suppliers have met specified qualification standards.
APPLICABLE TARIFF PROVISIONS	The applicable provisions of this Tariff, including the Schedule of Rates and Other Charges and the General Terms and Conditions, as revised from time-to-time, are hereby made a part of this Tariff. To the extent that the General Terms and Conditions are inconsistent with the provisions of this Tariff, the provisions of this Tariff shall govern.

Black Hills Nebraska Gas, LLC

d/b/a Black Hills Energy

Nebraska Natural Gas Tariff

Filed with the Nebraska Public Service Commission

Third Revised Sheet No. 108

Cancels Second Revised Sheet No. 108

RATE SCHEDULES AND OTHER CHARGES

RESERVED FOR FUTURE USE

DATE OF ISSUE: October 16, 2026
ISSUED BY: Robert J. Amdor

EFFECTIVE DATE: January 1, 2027

NPSC Received 10/16/2026

GAS COST RECOVERY MECHANISMS – RATE AREA 5
AGRICULTURAL CHOICE GAS PROGRAM

AVAILABILITY	This Agricultural Choice Gas Program (“Ag Choice Gas Program”) is available to all Nebraska non-jurisdictional agricultural Customers in Rate Area Five whose principal use of Natural Gas is for irrigation and/or grain drying purposes. Company retains the right to terminate the availability of this Tariff effective with its April billing cycle upon giving ninety (90) days prior written notice to affected Suppliers and Customers and to the Commission. Company may modify the terms of this Ag Choice Gas Program upon filing changes with the Commission.
APPLICABILITY	Applicable to Agricultural Customers as defined on Sheet No. 6. Additionally, any Customer who meets all of the following criteria is eligible for service under this Ag Choice Gas Program: 1) Customer demonstrates to Company that the Customer economically can connect directly to an interstate pipeline and thereby bypass Company’s facilities; 2) Customer’s Natural Gas usage that would be served by such a bypass is not for human needs requirements as that term is defined by Company or by the Commission; and 3) Company’s service to Customer is not rendered through facilities used to serve any residential or commercial Customer(s).
DESCRIPTION OF SERVICE	The Ag Choice Gas Program provides participating Customers the opportunity to select their own gas Suppliers from a pool of qualified competing Natural Gas Suppliers. The Customer selects a Natural Gas Supplier and notifies the Company of its choice. Company agrees to receive from Supplier natural gas supply for the account of Customer at the Receipt Point(s) and to transport across its system and deliver such volumes of Natural Gas, less Retention Quantity, to Customer at the Delivery Point(s).
REQUEST FOR SERVICE	Requests for service shall be made in accordance with the General Terms and Conditions of this Tariff. By requesting service, and by accepting such service once initiated, the Customer agrees to abide by, and shall be obligated to comply with, all of the applicable provisions of this Tariff, including the applicable Schedule of Rates and Other Charges, this Tariff, and the General Terms and Conditions, as amended from time-to-time, as a condition of service.

GAS COST RECOVERY MECHANISMS – RATE AREA 5
AGRICULTURAL CHOICE GAS PROGRAM

**AGRICULTURAL
CHOICE GAS
PROGRAM
RULES**

1. Service under this Ag Choice Gas Program runs in one (1) year cycles, from the April billing cycle of one (1) year through the March billing cycle of the succeeding year.
2. As a prerequisite to participating in the Ag Choice Gas Program as a qualified Supplier, each Supplier must (a) receive the certification required under the State Natural Gas Regulation Act, and (b) execute, on an annual basis, a Supplier Participation Agreement in the form tendered by the Company. The conditions for Supplier participation are governed by such Supplier Participation Agreement. Company may be a Supplier in the Choice Gas Program, and will be treated like all other Suppliers under the Code of Conduct Guidelines.
3. Customers must choose their Supplier from a pool of qualified Suppliers. Such qualifications are set forth in the Supplier Participation Agreement executed by the Supplier as a prerequisite to participating as a Supplier under this Ag Choice Gas Program. Except for Customers purchasing commodity under multi-year supply arrangements, a Customer may change its Supplier selection once every twelve (12) months effective at the beginning of the next twelve (12) month program year commencing with the April bill cycle. Any such change in Supplier selection can be communicated to the Company at any time prior to the conclusion of the Supplier selection period as set forth on this Ag Choice Gas Program year. If the Company does not receive from any Customer, by the conclusion of the selection period, a properly completed selection form or other available supplier selection medium that reasonably can be interpreted as to the selection made, such Customer will be served as a default Customer of their current Supplier during the upcoming twelve (12) month service period.
4. Company will provide customer lists to Suppliers containing customer names, mailing addresses and usage history, by month, for the preceding calendar year; provided, that Suppliers treat the information as confidential, only use such information for purposes directly related to the Ag Choice Gas Program and are expressly prohibited from selling such lists, or otherwise disclosing information from the customer list to any other person or business entity for any purpose other than marketing of the Ag Choice Gas Program. Company may require Suppliers to sign an agreement protecting the confidentiality of customer information disclosed under the Ag Choice Gas Program. Information regarding new Customers during the program year will be provided to all Suppliers within five (5) business days of the Company putting the new customer information into the Company's computer system and active service begins.

GAS COST RECOVERY MECHANISMS – RATE AREA 5
AGRICULTURAL CHOICE GAS PROGRAM

AGRICULTURAL CHOICE GAS PROGRAM RULES (Continued)	5. Absent force majeure, Interruption or Curtailment circumstances, for purposes of billing and allocation of volumes at the Company's custody transfer points with the Upstream Pipeline, Daily Balancing, of this Ag Choice Gas Program shall apply.
	6. The Supplier Commodity Charge will be remitted by the Company to the Customer's selected gas Supplier.

BILLING AND RATES	1. The applicable rates for this service are set forth in the Schedule of Rates and Other Charges of this Tariff. Except with respect to rates negotiated under Sheet No. 45, Negotiated Rates, of the General Terms and Conditions, each applicable unit rate under this Ag Choice Gas Program shall be a rate not in excess of the maximum unit rate(s) set forth in the Schedule of Rates applicable to this Ag Choice Gas Program. Company shall be permitted to discount rates to Customers and to negotiate rates with Customers as permitted by the State Natural Gas Regulation Act. 2. Monthly Bill. Except as provided, commencing with the Month in which service begins under this Ag Choice Gas Program and each Month thereafter, the Company shall charge and the Customer shall pay the Company the following charges and fees, as the same may be amended from time-to-time: A. Distribution Charge. As set forth in the Schedule of Rates and Other Charges applicable to this Tariff under the heading Non-Gas Base Rate Component. This charge equals the distribution charge multiplied by billed usage. B. Gas Supply Cost Adjustment Charge (CGS). As set forth in the Schedule of Rates applicable to this Tariff under the heading Total Gas Cost. The Gas Supply Cost Adjustment Charge is equal to the rate calculated under Sheet No. 123, Gas Supply Cost Adjustment (CGS), multiplied by billed usage. C. Supplier Commodity Charge. This charge equals the applicable price agreed to by the Customer and the Customer's Supplier, and communicated to the Company as prescribed in this Tariff, multiplied by billed usage. The applicable price may be changed by agreement of the Customer and its Supplier; provided that the change will not become effective until it is communicated to the Company and reflected in the account information for said Customer. This price includes, but is not limited to, the cost of natural gas and upstream pipeline services. The prices charged by Suppliers are established in the competitive free market and are not listed in the Schedule of Rates and Other Charges of this Tariff.
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GAS COST RECOVERY MECHANISMS – RATE AREA 5
AGRICULTURAL CHOICE GAS PROGRAM

BILLING AND RATES (Continued)	D. Annual Agriculture Infrastructure Repair Charge. A charge for the ongoing maintenance, repairs to agriculture meters and natural gas main lines in Rate Area 5 to be assessed one (1) time per calendar year in April. E. Taxes. Regulatory assessment or other taxes, fees, or charges required by a governmental authority will be added to the monthly bill. F. Other Charges and Fees. In addition to the above charges, any other charges and fees permitted by this Tariff, by Commission order, or by law or regulation may be applied to the Customer's bill, as applicable.
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NOMINATIONS	Company may require nominations of the daily volumes to be transported across the Company's system for the account of a Customer under circumstances necessary to preserve the operational integrity of the Company's system. The approved daily nomination is the quantity of gas stated in terms which the Company has approved to be delivered on a particular day for a particular supplier. Nominations shall be submitted through the Company's interactive website, if available, or otherwise in writing. Nominations are subject to approval by the Company based upon system capacity availability and the preservation of system operational integrity or if such nomination exceeds the specified maximum daily contract quantities with the Customer. A written nomination process shall be provided by the Company.
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AGRICULTURAL SUPPLIER SELECTION	A. All Customers under this Ag Choice Gas Program have the option to choose a Gas Supplier from a pool of qualified Suppliers. The list of qualified Suppliers will be provided by the Company. Customer shall pick a gas Supplier from the list and notify the Company of its choice as provided herein. B. Except as provided in paragraph F below, the term for which the Customer selection applies will be the twelve (12) months commencing with the Customer's first normally scheduled meter read cycle on or after April 1 of each year, excluding those Customers moving on or off the system during a term. Company will provide a selection medium(s) to Customers, listing Suppliers from which the Customer may choose. At least two (2) weeks prior to the date by when Customers must make their Supplier selection for the upcoming twelve (12) month period, Suppliers must have price quotes and service information available for Customers. Supplier may choose to provide any or all of its prices directly to the Customer or by other appropriate means, which, once selected by the Customer and returned to the Company through any of the available selection medium(s), will represent a commitment between the Customer and Supplier for service at the agreed upon price. Customer, with the Supplier's consent, may switch between price offerings of its current Supplier during the Ag Choice Gas Program year.
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GAS COST RECOVERY MECHANISMS – RATE AREA 5
AGRICULTURAL CHOICE GAS PROGRAM

AGRICULTURAL
SUPPLIER
SELECTION
(Continued)

- C. Supplier selection medium(s) will be provided to each Customer before each annual selection period applicable to the Customer. If a Customer does not select a Supplier during the selection period, or if the Company receives an improperly completed selection form which reasonably cannot be interpreted as to the selection made, the Customer's gas supply will be provided during the upcoming twelve (12) month service period by the Customer's current Supplier and price option at a default price that will be determined by the Supplier after the selection period has ended; provided that if such Supplier does not participate as a Supplier in the next twelve (12) month program year, such Customer(s) will randomly default to one (1) of the remaining participating Suppliers as their Supplier. If the Customer chooses to change gas Suppliers to be effective with the April billing cycle of the next twelve (12) month program year, the Customer must notify the Company through an appropriate selection medium returned to the Company, or postmarked, on or before the deadline specified by the Company for the annual selection period, incase more than one (1) selection is received from the Customer, the Supplier on the earliest received valid selection will be the Supplier for that Customer.
- D. After the completion of Customers' Supplier selections, Suppliers will provide to the Company a list of Customer price options and applicable prices. Suppliers will provide to the Company their default price(s) pursuant to a schedule provided to the Suppliers by the Company. A Supplier may agree during the course of a program year to change the price applicable to one (1) or more of its Customers; provided that the change will not become effective until it is communicated to the Company and reflected in the account information for said Customer(s). Company shall have a reasonable period of time in which to reflect a price change in the account information for a Customer once the change is communicated to the Company. Unless instructed to the contrary by the Supplier, the Company shall bill the Customer the new price on any bill that has begun to be processed after the date that the price change is reflected in the account information for the Customer. Company is entitled to rely upon the pricing information provided to it by Suppliers, and each Supplier must indemnify Company for any costs incurred, or liability arising from, inaccurate pricing information provided to the Company by the Supplier. Company will indemnify a Supplier for any costs incurred, or liability arising from, the Company's failure to bill the price(s) applicable to the Supplier's Customers as communicated to the Company by the Supplier as provided in this section.
- E. Changes in Gas Suppliers will not be made effective prior to the end of the twelve (12) month term except as provided herein.
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GAS COST RECOVERY MECHANISMS – RATE AREA 5
AGRICULTURAL CHOICE GAS PROGRAM

AGRICULTURAL
SUPPLIER
SELECTION
(Continued)

F. Multi-Year Supply Arrangements. Notwithstanding any other provision of this Ag Choice Gas Program to the contrary, a Supplier may negotiate a multi-year supply arrangement with any Customer taking service under this Ag Choice Gas Program. By offering multi-year supply arrangements, the Supplier represents to the Company that it will continue to act as a Supplier in the Choice Gas Program throughout the term of the supply arrangement, subject to Supplier eligibility requirements. If a Supplier defaults during the term of a multi- year supply arrangement, and said Supplier's customer base is not purchased and thereafter served through the end of the multi-year term by a remaining qualified participating Supplier at the price quoted them by the defaulting Supplier, Company will provide impacted Customers a selection medium for choosing a new Supplier for the remainder of the then current program year and Customer will be randomly assigned to one (1) of the participating Suppliers. If the Customer fails to choose a new Supplier, Customer will default to the randomly assigned participating Supplier. The Customer will be provided with a selection medium for choosing a new Supplier commencing with the succeeding program year. If the Customer fails to choose a qualified participating Supplier for the succeeding program year, Customer will be served by the randomly assigned default Suppliers for the succeeding program year. If Customer's selection to enter into a multi- year supply arrangement with a Supplier is made using a Delegation Agreement form developed for such purpose by the Company, said form must be signed by the Customer and its Supplier and provided promptly to the Company upon execution by both parties. Said Delegation Agreement form must state with specificity (i) the price and pricing option negotiated by the Customer and the Supplier, such that the price in effect for such Customer can be determined by reference to said Delegation Agreement information readily available to the Company and Customer, and (ii) the term agreed to over which such price and pricing option will be in effect. Said executed Delegation Agreement form may not otherwise be altered and shall not provide for automatic extensions or roll-overs beyond the initial agreed to term of the arrangement. The executed Delegation Agreement does not constitute successful enrollment and represents Customer's authorization provided to Supplier that allows Supplier to make a selection on the Customer's behalf. The Customer and Supplier at any time may negotiate changes to the price and price option applicable to the multi-year supply arrangement; provided that the changes are mutually agreed to.

GAS COST RECOVERY MECHANISMS – RATE AREA 5
AGRICULTURAL CHOICE GAS PROGRAM

MOVING POLICY	If a Customer moves from one (1) premise to another within the Company's service territory, or if a Customer who immediately prior to such move was not a Customer of the Company moves into a premise within the Company's service territory, the Customer will continue purchasing gas commodity from the supplier last chosen for that premise until the end of the then-current program year, at which time the Customer may select a different Supplier if the Customer so chooses. If a Customer constructs a new premise or moves into a premise which was inactive at the time of the immediately preceding supplier selection period, the Company will provide a selection form listing Suppliers from which the Customer may choose a Supplier. Landlords who are temporarily receiving service for short time periods between occupants will be served by the existing Supplier. Company will mail a selection form to Customers for purposes of setting forth the choices provided under this paragraph. Selection forms will be due back to the Company within two (2) weeks.
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TIMING FOR SELECTION PROCESS	The timing for the steps required to implement the selection process will be determined each Choice Gas program year and provided to participating Suppliers. The schedule established by the Company will be determined to permit program years to begin on April 1. The annual selection period is the two (2) calendar weeks specified in the schedule for submission of Customer's Supplier selection ballots to the Company. Company will accept and give due consideration to the input of participating Suppliers regarding the timing for the selection process.
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DAILY BALANCING	For Company Systems that do not utilize Pre-Determined Allocations: Volumes delivered by the upstream pipeline into the Company's system for a Customer shall be deemed to be equal to the Customer's actual usage plus retention quantity. The retention quantity will be allocated pro- rata among Suppliers based upon actual end-use metered volumes. Actual daily usage or if not available, daily usage as estimated by the Company, will be provided by the Company to the upstream pipeline for purposes of allocating deliveries to the Company's system among the various Suppliers delivering quantities for Customers, including the Company. For Company Systems that utilize Pre-Determined Allocations: A. Volumes delivered by the upstream pipeline into the Company's system, inclusive of retention quantity, for the Customer shall be deemed to be equal to each Supplier's estimated market share. The estimated market share is determined by multiplying the pre-determined allocation (PDA) percentage of the custody measurement point by the total volume at the
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GAS COST RECOVERY MECHANISMS – RATE AREA 5
AGRICULTURAL CHOICE GAS PROGRAM

DAILY
BALANCING
(Continued)

custody measurement point. The PDA percentages will be provided to the upstream pipeline on a monthly basis prior to the start of the flow month and may be changed prospectively by the Company at any time during the flow month. The volumes delivered out of the Company's system will be equal to the custody measurement point's volumes and be allocated to the Suppliers based on their actual end-use metered market share. If actual usage is not available, daily usage as estimated by the Company will be used by the Company for purposes of allocating deliveries off of the Company's system.

- B. If the difference between the forecasted supplier market share and the actual supplier market share varies by 5% or more, a Supplier may request that the Company review the forecasted market share percentages. This forecasted market share review will be conducted by the Company and will consider any Supplier recommendations. The review will be finalized and provided to Suppliers within thirty (30) days of the request.
- C. Predetermined Allocation Imbalance Curing Methodology
- (1) For purposes of balancing, a negative imbalance occurs when a Supplier's allocated receipts are less than its allocated deliveries, and a positive imbalance occurs when a Supplier's allocated receipts are more than its allocated deliveries. Company will provide Suppliers a balancing statement and a Storage Transfer Request form by the 10th Business Day for the prior month's imbalances. A Supplier with a negative imbalance shall transfer its imbalance from its TIGT storage account to the TIGT storage account of the Supplier(s) with a positive imbalance. The total imbalance volumes that will be transferred will be equal to the total of each Supplier's negative imbalance volume plus applicable TIGT transportation fuel, lost and unaccounted for gas (FL&U). Each Supplier is required to return an executed Storage Transfer Request form by the 12th Business Day via facsimile to confirm agreement among Suppliers of the transfer of imbalance volumes. Once the storage transfers are confirmed with TIGT, the affected Supplier's imbalances will be adjusted. These volume adjustments will be reflected on the balancing statements generated the second month after the imbalance occurred. An adjustment to each Supplier's monthly commodity payment will be made to allow for the recovery of the cost of the TIGT firm transportation commodity charges applicable to the imbalance volumes transferred in accordance with these procedures. The monthly commodity payment to each Supplier that has a negative imbalance will be reduced by an amount equal to its negative imbalance volume multiplied by the

GAS COST RECOVERY MECHANISMS – RATE AREA 5
AGRICULTURAL CHOICE GAS PROGRAM

DAILY
BALANCING
(Continued)

currently approved TIGT firm transportation commodity rate. The monthly commodity payment to each Supplier that has a positive imbalance will be increased by an amount equal to its positive imbalance volume multiplied by the currently approved TIGT firm transportation commodity rate.

- (2) In the event a Supplier is unwilling or unable to cure its negative or positive imbalance by transfer of storage volumes as stated in paragraph i of this subsection, that Supplier, with mutual consent of the affected Suppliers, may attempt to cure the imbalance through an alternative method. Each Supplier is required to notify the Company that its imbalance has been partially or fully cured under this option. This notification must be received by the Company via fax or e-mail by the end of the month following the month the imbalance was incurred. After the notices are received, the affected Supplier's imbalances will be adjusted. These volume adjustments will be reflected on the balancing statements generated the second month after the imbalance occurred.
- (3) In the event Suppliers do not utilize the procedures set forth in paragraphs (1) or (2) of this subsection to cure imbalances, then the Suppliers will be subject to the procedures established in this paragraph for curing the imbalance. If a Supplier is unwilling or unable to cure its full imbalance pursuant to paragraph (1) of this subsection by the end of the month following the month the imbalance was incurred, that Supplier will be deemed to be a Non-Performing Supplier. A Supplier that is willing and able to cure its imbalance pursuant to paragraph (1) of this subsection by the end of the month following the month the imbalance was incurred will be deemed to be a Performing Supplier. The Performing Supplier's positive imbalance will be cured through a credit adjustment to the Performing Supplier's monthly commodity payment. The credit will be based on the product of the highest of the daily "Gas Daily" CIG (Colorado Interstate Gas Company) Midpoint Price or "Gas Daily" PEPL (Panhandle Eastern Pipe Line Company) Midpoint Price during the period of time starting with the first day of the month that the imbalance was incurred and ending with the 10th Business Day of the second month following the month the imbalance was incurred multiplied by the imbalance volumes plus all applicable TIGT transportation FL&U and Storage Retention Fuel volumes. The cost of the TIGT firm transportation commodity charges applicable to the imbalance volumes will also be credited to the Performing Supplier's monthly commodity payment. The Non-Performing Supplier's offsetting negative

**GAS COST RECOVERY MECHANISMS – RATE AREA 5
AGRICULTURAL CHOICE GAS PROGRAM**

DAILY BALANCING (Continued)	imbalance will be cured through a reduction to the Non- Performing Supplier's monthly commodity payment in an amount equal to the credit applied to the Performing Supplier's monthly commodity payment. The Performing Supplier's negative imbalance will be cured through a reduction to the Performing Supplier's monthly commodity payment. The reduction will be based on the product of the lowest of the Gas Daily CIG Midpoint Price or Gas Daily PEPL Midpoint Price during the period of time starting with the first day of the month that the imbalance was incurred and ending with the 10th Business Day of the second month following the month the imbalance was incurred multiplied by the imbalance volume. The cost of the TIGT firm transportation commodity charges applicable to the imbalance volumes will also be a reduction to the Performing Supplier's monthly commodity payment. The Non-Performing Supplier's offsetting positive imbalance will be cured through a credit to the Non-Performing Supplier's monthly commodity payment in an amount equal to the reduction applied to the Performing Supplier's monthly commodity payment. All adjustments to the Suppliers' monthly commodity payments will be made during the second month following the month the imbalance was incurred and the volume adjustments will be reflected on the balancing statements generated the second month after the imbalance occurred.
CODE OF CONDUCT	Suppliers are subject to the code of conduct guidelines set forth in 291 Neb. Admin. Code, Ch. 9, Rule 018. Company is subject to 291 Neb. Admin. Code, Ch. 9, Rule 019.
EQUAL TREATMENT	Company will give fair and equitable treatment in its customer and public communications and in its administration of the Choice Gas Program to all Suppliers. Company will inform its Customers that the Suppliers have met specified qualification standards.
APPLICABLE TARIFF PROVISIONS	The applicable provisions of this Tariff, including the Schedule of Rates and Other Charges and the General Terms and Conditions, as revised from time-to-time, are hereby made a part of this Tariff. To the extent that the General Terms and Conditions are inconsistent with the provisions of this Tariff, the provisions of this Tariff shall govern.

GAS COST RECOVERY MECHANISMS – RATE AREA 5
AGRICULTURAL CHOICE GAS PROGRAM

INCIDENTAL PURCHASE AND SALE	Company may buy and sell gas in connection with the provisions of all services rendered under this Tariff. Company may buy and sell gas to the extent necessary to maintain system pressure, to manage upstream storage, to replenish any upstream storage retained by Company for system operations, to maintain line pack and provide additional line pack for new facilities, to implement any cash-out imbalance procedures, and to perform other functions of Company in connection with services provided. Nothing herein shall impose on Company any obligation to provide a supply function to any Customer, supplier or other party. Company will sell gas at any point on the system on a non-discriminatory basis. The purchasing party will be required to arrange with Company the necessary transportation agreements from the point of sale.
OPERATIONAL FLOW ORDERS	The Company may issue an Operational Flow Order (OFO) requiring delivery of specified volumes of gas. An OFO may be issued for the Company's entire system, for a discrete portion thereof, or for a single Supplier. Suppliers who fail to deliver specified OFO volumes of gas shall be billed an OFO Charge as specified in the applicable Supplier Participation Agreement executed by the Supplier.
CODE OF CONDUCT – AFFILIATES	The Affiliate Code of Conduct Regulations as set forth in 291 Neb. Admin. Code, Chapter 9, Rule 019 – Affiliates shall govern affiliate cost allocations and transactions under the Energy Options, Choice Gas Program, or other transportation service programs approved by the Commission.

RATE SCHEDULES AND OTHER CHARGES

RESERVED FOR FUTURE USE

Black Hills Nebraska Gas, LLC

d/b/a Black Hills Energy

Nebraska Natural Gas Tariff

Filed with the Nebraska Public Service Commission

Third Revised Sheet No. 121

Cancels Second Revised Sheet No. 121

RATE SCHEDULES AND OTHER CHARGES

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GAS COST RECOVERY MECHANISMS – RATE AREA 5
CHOICE GAS PROGRAM – OTHER TERMS

CODE OF CONDUCT – SUPPLIER CONDUCT UNDER CONSUMER CHOICE PROGRAMS	The Supplier Code of Conduct Regulations as set forth in 291 Neb. Admin. Code, Chapter 9, Rule 018 – Consumer Choice Programs shall govern Supplier conduct and transactions under the Energy Options, Choice Gas Program, or other transportation service programs approved by the Commission.
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RULES AND REGULATIONS – NATURAL GAS SERVICE
DEFINITIONS

CHOICE GAS PROGRAM	"Choice Gas Program" means the unbundled Gas service offering included within this Tariff for Rate Area 5. "Choice Gas" is a registered trademark of the Company.
CODE OF CONDUCT	"Code of Conduct" shall mean the code of conduct guidelines set forth ~~on Tariff Sheet Nos. 119-122 as adopted by the Company pursuant to~~ <u>in</u> 291 Neb. Admin. <u>Code</u> , Ch. 9, Rule 018.
COMMERCIAL CUSTOMER	Commercial Customer is a Customer whose Natural Gas purchases or transportation requirements are less than five hundred (500) Therms per day as determined by average daily consumption. A Commercial Customer is further defined as a Customer engaged in commercial activities, including but not limited to the following: wholesale or retail trade, finance, real estate, fisheries, forestry, transportation, communications, sanitary services, insurance, personal services (clubs, hotels, rooming houses, five (5) or more households served under a single meter, auto repair, etc.), shops, including agricultural shops, government or other commercial activity. • Small Commercial Service: defined as service provided to those customers with annual gas consumption of five thousand (5,000) therms or less. • Large Commercial Service: defined as service provided to those customers with annual gas consumption is greater than five thousand (5,000) therms.
COMMISSION	The term "Commission" is herein used to designate the Nebraska Public Service Commission having jurisdiction of the subject matter as provided under the State Natural Gas Regulation Act, Neb. Rev. Stat. § 66-1801 et seq.
COMPANY	The term "Company" is herein used to designate Black Hills Nebraska Gas, LLC d/b/a Black Hills Energy, which furnishes natural gas service under general rules, regulations, terms and conditions.
COMPANY USED GAS	"Company-used gas" means the quantity of Gas consumed by the Company for purposes of its Gas operations.

DATE OF ISSUE: ~~October 16, 2026~~~~May 1, 2025~~

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ISSUED BY: Brooke Bassell-Herman

RULES AND REGULATIONS – NATURAL GAS SERVICE
DEFINITIONS

CURTAILMENT	“Curtailment” means the inability of a Customer to receive Natural Gas due to a shortage of Natural Gas supply.
CUSTOMER	Unless otherwise indicated, “Customer” means a Jurisdictional end user connected, or requesting to be connected, to the Company’s Natural Gas facilities. Natural Gas services available to Customers are defined and set forth within this Tariff. The various classes of Customers are as follows: Rate Areas One, Two, and Three : • Annual Price Option Sales Service Customers • Economic Development Sales Service Customers • Energy Options Program Customers • Farm Tap Customers • Traditional Sales Service Residential Customers • Small Commercial Service Customers • Large Commercial Service Customers Rate Area Five: • Choice Gas Program Residential Customers • Choice Gas Program Commercial Customers Non-Jurisdictional Customers: The customer classes set forth below are subject to limited jurisdiction of the Commission as set forth in the State Natural Gas Regulation Act, Commission Regulations. The customers are not subject to this Tariff except as defined herein or otherwise applied by the Company: Agricultural Customers Agricultural Choice Gas Program ~~Seasonal Service Customers~~ ~~Agricultural Choice Gas Program~~ ~~Non Seasonal Service Customers~~ High Volume Customers Interruptible Customers

DATE OF ISSUE: ~~October 16, 2026~~~~May 1, 2025~~
 ISSUED BY: Brooke Bassell-Herman

EFFECTIVE DATE: ~~January 1, 2027~~~~August 1, 2025~~

**RULES AND REGULATIONS – NATURAL GAS SERVICE
DEFINITIONS**

SERVICE LINE	“Service Line” means either (i) the Company-owned Gas Service Line from the Company’s Main Gas Line (i.e., generally near customer’s property boundary) to the outermost foundation of the customer’s primary structure at a location and route determined by the Company, regardless of the meter location or (ii) Company-owned Natural Gas Service Line from a Point of Receipt to the Point of Delivery, or (iii) the Customer-owned Natural Gas Service Line, fuel line, yard line or other Customer-owned piping from the Point of Delivery to the Customer’s end use facilities, regardless of the meter location.
CHOICE GAS PROGRAM SUPPLIER	“Supplier” or “Choice Gas Program Supplier” means a qualified CNGP providing Natural Gas Services to Customers located in Rate Area Five , who has executed a Supplier Participation Agreement (and related Exhibits) applicable to <u>Residential</u> Choice Gas Program, ~~Rate Schedule Residential and Commercial Choice Gas Program Rate Schedule, and Agricultural Choice Gas Program Seasonal Service, and Rate Schedule Agricultural Choice Gas Program Non-seasonal Service~~ , as applicable.
TARIFF	“Tariff” means the Company’s Nebraska tariff and all of its component parts, including the Schedule of Rates and Other Charges, Rate Schedules, and the General Terms and Conditions.
TBS OR TOWN BORDER STATION	“TBS” or “Town Border Station” means the Point of Receipt where Company receives Natural Gas for deliveries within or near the communities that it serves.
THERM	“Therm” means one hundred thousand (100,000) British thermal units.

RATE SCHEDULES AND OTHER CHARGES
RATE AREAS ONE, TWO, THREE, & FIVE

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**GAS COST RECOVERY MECHANISMS – RATE AREA 5
RESIDENTIAL AND COMMERCIAL CHOICE GAS PROGRAM**

AVAILABILITY	This <u>Residential and Commercial Choice Gas Program</u> (“Choice Gas Program”) ~~Rate Schedule~~ is available to all Nebraska jurisdictional residential and commercial Customers served by the Company in Rate Area Five . Company retains the right to terminate the availability of this ~~Tariff~~ ~~Rate Schedule~~ effective with its June billing cycle upon giving ninety (90) days prior written notice to affected Suppliers and Customers and to the Commission.
APPLICABILITY	Applicable to residential and commercial service.
DESCRIPTION OF SERVICE	The Choice Gas Program provides participating customers the opportunity to select their own gas Suppliers from a pool of qualified competing gas Suppliers. The Customer selects a gas Supplier and notifies the Company of its choice. The Company temporarily releases to such gas Suppliers an amount of firm transportation and no-notice Capacity on the Upstream Pipeline system which will be used by the supplier for the purposes of providing delivery of Customer's gas supply to the Company's system. The Company may retain an amount of firm transportation and no-notice service on the upstream pipeline for backup or emergency use, and recover the cost of such service as provided hereunder. Company agrees to receive from each gas Supplier natural gas for the account of Customer at the Receipt Point(s) and to transport across its system and deliver such volumes of gas, less Retention Quantity, to Customer at the Delivery Point(s).
REQUEST FOR SERVICE	Requests for service shall be made in accordance with the General Terms and Conditions of this Tariff. By requesting service, and by accepting such service once initiated, the Customer agrees to abide by, and shall be obligated to comply with, all of the applicable provisions of this Tariff, including the applicable Schedule of Rates and Other Charges, Rate Schedules, and General Terms and Conditions, as amended from time-to-time, as a condition of service.
CONVERSION TO TRANSPORTATION SERVICE	If a <u>Large Commercial</u> ~~High-Volume~~ customer desires to switch to Transportation Service under the Transportation Service Rate Schedule effective June 1 of the next twelve- ~~(12)~~ month term, the customer must notify the Company on a transportation service request form, and provide its upstream capacity requirements, if any, to the Company by February 15 each year. If the customer is purchasing gas supply under a multi-year gas supply arrangement and desires to switch prior to the fulfillment of the arrangement, the Supplier and customer must mutually agree on the early termination of the multi-year gas supply arrangement. Customers are not allowed to switch to distribution transportation service within the Choice Gas Program Year.

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**GAS COST RECOVERY MECHANISMS – RATE AREA 5
RESIDENTIAL AND COMMERCIAL CHOICE GAS PROGRAM**

CHOICE GAS
PROGRAM
RULES

1. Service under this ~~Choice Gas Program~~~~rate schedule~~ runs in one-year cycles, from the June billing cycle of one ~~(1)~~ year through the May billing cycle of the succeeding year.

2. As a prerequisite to participating in the Choice Gas Program as a qualified Supplier, each Supplier must (a) receive the certification required under the State Natural Gas Regulation Act, and (b) execute, on an annual basis, a Supplier Participation Agreement in the form tendered by the Company. The conditions for Supplier participation are governed by the Supplier Participation Agreement. The Company may participate as a Supplier, in the Choice Gas Program.

~~2.3.~~ Customers must choose their Supplier from a pool of qualified Suppliers. Such qualifications are set forth in the Supplier participation agreement executed by the Supplier as a prerequisite to participating as a Supplier under this ~~Choice Gas Program~~~~Rate Schedule~~. Except for Customers that have subscribed to multi-year supply arrangements as permitted under this ~~Choice Gas Program~~~~rate schedule~~, Customers may change their Supplier selection once every twelve (12) months to be effective at the beginning of the twelve- ~~(12)~~ month program year commencing with the June bill cycle. If the Company does not receive from any Customer, during a selection period applicable to the Customer, a properly completed selection form or other available Supplier selection medium that reasonably can be interpreted as to the selection made, such Customer will be served as a default customer of their current Supplier during the upcoming twelve- ~~(12)~~ month ~~program years~~service period.

~~3.4.~~ Company will provide Customer lists to Suppliers containing customer names, mailing addresses, telephone numbers, and usage history, by month, for the preceding calendar year; provided, that Suppliers treat the information as confidential, only use such information for purposes directly related to the Choice Gas Program and are expressly prohibited from selling such lists, or otherwise disclosing information from the Customer list to any other person or business entity for any purpose other than marketing of the Choice Gas Program. Company may require Suppliers to sign an agreement protecting the confidentiality of Customer information disclosed under the Choice Gas Program. Information regarding new Customers during the program year will be provided to all Suppliers within five (5) business days of the Company putting the new Customer information into the Company's computer system and active service begins.

~~Absent force majeure, Interruption or Curtailment circumstances, for purposes of billing and allocation of volumes at the Company's custody transfer points with the Upstream Pipeline, the Daily Balancing section of this Rate Schedule shall apply. Company shall hold firm transportation and~~

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~~no notice service on the Upstream Pipeline system, which will be temporarily released to and used by the Customer's Supplier for the purpose of providing delivery of Customer's supply to the Company's system.~~

~~The Supplier Commodity Charge will be remitted by the Company to the Customer's selected gas Supplier~~

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GAS COST RECOVERY MECHANISMS – RATE AREA 5
RESIDENTIAL AND COMMERCIAL CHOICE GAS PROGRAM

CHOICE GAS
PROGRAM
RULES
(Continued)

5. Absent force majeure, Interruption or Curtailment circumstances, for purposes of billing and allocation of volumes at the Company's custody transfer points with the Upstream Pipeline, the Daily Balancing section of this Choice Gas Program shall apply. Company shall hold firm transportation and no- notice service on the Upstream Pipeline system, which will be temporarily released to and used by the Customer's Supplier for the purpose of providing delivery of Customer's supply to the Company's system.
6. The Supplier Commodity Charge will be remitted by the Company to the Customer's selected gas Supplier.
-

**GAS COST RECOVERY MECHANISMS – RATE AREA 5
RESIDENTIAL AND COMMERCIAL CHOICE GAS PROGRAM**

- BILLING AND RATES
1. The applicable rates for this service are set forth in the Schedule of Rates and Other Charges of this Tariff. Except with respect to rates negotiated under Sheet 45, Negotiated Rates, each applicable unit rate under this ~~Choice Gas ProgramRate Schedule~~ shall be a rate not in excess of the maximum unit rate(s) set forth in the Schedule of Rates applicable to this ~~Choice Gas ProgramRate Schedule~~. Company shall be permitted to discount rates to Customers and to negotiate rates with Customers as permitted by the State Natural Gas Regulation Act.
 2. Monthly Bill. Except as provided above, commencing with the month in which service begins under this ~~Choice Gas ProgramRate Schedule~~ and each month thereafter, Company shall charge and Customer shall pay Company the following charges and fees, as the same may be amended from time-to-time:
 - A. Customer Charge. As set forth in the Schedule of Rates and Other Charges applicable to this ~~TariffRate Schedule~~. This charge is billed to each customer as a flat fee per month, and does not vary with gas usage.
 - B. Distribution Charge. As set forth in the Schedule of Rates and Other Charges applicable to this ~~TariffRate Schedule~~ under the heading Non-Gas Base Rate Component. This charge equals the distribution charge multiplied by billed usage.
 - C. Gas Supply Cost Adjustment Charge (CGS). As set forth in the Schedule of Rates applicable to this ~~TariffRate Schedule~~ under the heading Total Gas Cost. The Gas Supply Cost Adjustment Charge is equal to the rate calculated under Sheet 123, Gas Supply Cost Adjustment (CGS), multiplied by billed usage.
 - D. Supplier Commodity Charge. This charge equals the applicable ~~pricerate~~ agreed to by the Customer and its Supplier, and communicated to the Company as prescribed in this ~~TariffRate Schedule~~, multiplied by billed usage. The applicable ~~pricerate~~ may be changed by agreement of the Customer and its Supplier; provided that the change will not become effective until it is communicated to the Company and reflected in the account information for said Customer. This ~~pricerate~~ includes, but is not limited to, the cost of Natural Gas and Upstream Pipeline services. The ~~pricesrates~~ charged by Suppliers are established in the competitive free market and are not listed in the Schedule of Rates and Other Charges of this Tariff.
 - E. Franchise Fee. Franchise fees or charges imposed by any municipality will be charged only to residential and Commercial Customers receiving service under this ~~TariffRate Schedule~~ in such municipality. The appropriate franchise amount shall be set forth as a separate item on that Customer's bill.
 - F. Taxes. Regulatory assessment of other taxes, fees, or charges required by a governmental authority will be added to the monthly bill.
-

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**GAS COST RECOVERY MECHANISMS – RATE AREA 5
RESIDENTIAL AND COMMERCIAL CHOICE GAS PROGRAM**

BILLING AND
RATES
(Continued)

G. Other Charges and Fees. In addition to the above charges and fees, any other charges and fees permitted by this Tariff, by Commission order, or by law or regulation may be applied to the Customer's bill, as applicable.

~~SUPPLIER
QUALIFICATIONS~~

~~Notwithstanding any provision of this section, a Supplier may offer a fixed bill pricing option to Customers under which the Customer is billed a fixed monthly amount by the Company and the Supplier pays the Company for all applicable charges that otherwise would have been billed directly to the Customer under this Section. As a prerequisite to participating in the Choice Gas Program as a qualified Supplier, each Supplier must (a) receive the certification required under the State Natural Gas Regulation Act, and (b) execute, on an annual basis, a Supplier Participation Agreement in the form tendered by the Company. The conditions for Supplier participation are governed by such Supplier Participation Agreement. Company may be a Supplier in the Choice Gas Program and will be treated like all other Suppliers under the Code of Conduct Guidelines set forth on Sheet 122.~~

SUPPLIER
SELECTION

- A. All Customers under this Choice Gas Program~~Rate Schedule~~ have the option to choose a Gas Supplier from a pool of qualified Suppliers. The list of qualified Suppliers will be provided by the Company. Customer shall pick a gas Supplier from the list and notify the Company of its choice as provided herein.
- B. Except as provided in paragraph F below, the term for which the Customer selection applies will be the twelve (12) months commencing with the Customer's first normally scheduled meter read cycle on or after June 1 of each year, excluding those Customers moving on or off the system during a term. Company will provide a selection medium(s) to Customers listing Suppliers from which the Customer may choose. At least two (2) weeks prior to the date by when Customers must make their Supplier selection for the upcoming twelve (12) month period, Suppliers must have price quotes and service information available for Customers. Supplier may choose to ~~provide~~~~post~~ any or all of its prices directly to the customer or by other appropriate means on the Supplier selection form issued by the Company, which once selected by the customer and returned to the Company through any of the available selection medium(s), will represent a commitment between the Customer and Supplier for service at the agreed upon price; ~~or the Supplier can choose Customer, with the Supplier's consent, may switch between rate offerings of its current Supplier during the Choice Gas Program year.~~

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**GAS COST RECOVERY MECHANISMS – RATE AREA 5
RESIDENTIAL AND COMMERCIAL CHOICE GAS PROGRAM**

SUPPLIER
SELECTION
(Continued)

~~to provide prices directly to the Customer and must provide a means for signing up Customers at that price. Customer, with the Supplier's consent, may switch between rate offerings of its current Supplier during the Choice Gas Program year.~~

- C. A Supplier selection medium(s) will be provided to each Customer before each annual selection period applicable to the Customer. If a Customer does not select a Supplier during the selection period, or if the Company receives an improperly completed selection form which reasonably cannot be interpreted as to the selection made, the Customer's gas supply will be provided during the upcoming twelve (12) month service period by the Customer's current Supplier and price option at a default price that will be determined by the supplier after the selection period has ended; provided that if such Supplier does not participate as a Supplier in the next twelve (12) month program yearcycle, such Customer(s) will randomly default to one (1) of the remaining participating Suppliersthe Company as theirits Supplier. If the Customer chooses to change gas Suppliers to be effective with the June billing cycle of the next twelve (12) month program yearterm, the Customer must notify the Company through an appropriate selection medium returned to the Company, or postmarked, on or before the deadline specified by the Company for the annual selection period. Unless otherwise agreed to by the Customer and the affected Suppliers, in case more than one (1) selection is received from the Customer, the Supplier on the earliest received valid selection will be the Supplier for that Customer.
- D. After the completion of Customers' Supplier selections, Suppliers will provide to the Company a list of Customer price options and applicable prices. Suppliers will provide to the Company their default price(s) pursuant to a schedule provided to the Suppliers by the Company. A Supplier may agree during the course of a program year to change the price applicable to one (1) or more of its Customers; provided that the change will not become effective until it is communicated to the Company and reflected in the account information for said Customer(s). Company shall have a reasonable period of time in which to reflect a price change in the account information for a Customer once the change is communicated to the Company. Unless instructed to the contrary by the Supplier, the Company shall bill the Customer the new price on any bill that has begun to be processed after the date that the price change is reflected in the account information for the Customer. Company is entitled to rely upon the pricing information provided to it by Suppliers, and each Supplier must indemnify Company for any costs incurred, or liability arising from, inaccurate pricing information provided to the Company by the Supplier. Company will indemnify a Supplier for any costs incurred, or liability arising from, the Company's failure to bill the price(s) applicable to the Supplier's Customers as communicated to the Company by the Supplier as provided in this section.

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**GAS COST RECOVERY MECHANISMS – RATE AREA 5
RESIDENTIAL AND COMMERCIAL CHOICE GAS PROGRAM**

SUPPLIER
SELECTION
(Continued)

~~indemnify a Supplier for any costs incurred, or liability arising from, the Company's failure to bill the price(s) applicable to the Supplier's Customers as communicated to the Company by the Supplier as provided in this section.~~

- E. Changes in Gas Suppliers will not be made effective prior to the end of the twelve- ~~(12)~~ month ~~program year~~~~term~~ except as provided herein.
- F. Multi-Year Supply Arrangements. Notwithstanding any other provision of this ~~Choice Gas Program~~~~rate schedule~~ to the contrary, a Supplier may negotiate a multi-year supply arrangement with any Customer taking service under this ~~Choice Gas Program~~~~rate schedule~~. By offering multi-year supply arrangements, the Supplier represents to the Company that it will continue to act as a Supplier in the Choice Gas Program throughout the term of the supply arrangement, ~~subject to meeting the attendant Supplier eligibility requirements, in effect from time to time during the term thereof, and agrees that, if it ceases to be a Supplier during the term of a multi-year supply arrangement, the Supplier will reimburse the Company for any costs incurred by the Company in meeting the supply requirements of Customers purchasing Gas from the Supplier during the remainder of the program year in which the default occurs.~~ If a Supplier defaults during the term of a multi-year supply arrangement, ~~and said Supplier's customer base is not purchased and thereafter served through the end of the multi-year term by a remaining qualified participating Supplier at the price quoted them by the defaulting Supplier;~~ Company will provide impacted Customers a selection medium for choosing a new Supplier for Gas supply to the Customer during the remainder- of the then-current program year, and the Customer will be ~~randomly assigned to one (1) of the participating Suppliers under the new pricing arrangement between the customer and the new Supplier. If the Customer fails to choose a new Supplier, then the Company will assign the customer to a Supplier selected by the Company at a price determined by the Supplier, as approved by the Company. The Customer will be~~ provided with a selection medium for choosing a new Supplier commencing ~~with~~~~for~~ the succeeding program year. ~~If the Customer fails to choose a qualified participating Supplier for the succeeding program year, Customer will be served by the randomly assigned default Supplier for that program year.~~

TIMING
FOR
SELECTION
PROCESS

The timing for the steps required to implement the selection process will be determined each Choice Gas program year and provided to participating Suppliers. The schedule so established by the Company will be determined so as to permit program years to begin on June 1. The annual selection period is the three ~~(3)~~ calendar weeks specified in the schedule for submission of Supplier selection ballots to the Company. Company will accept and give due consideration

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to the input of participating Suppliers regarding the timing for the selection process.

~~MOVING
POLICY~~

~~If a Customer moves from one premise to another within the Company's service territory, or if a Customer who immediately prior to such move was not a Customer of the Company moves into a premise within the Company's service territory, the Customer will continue purchasing Gas commodity from the Supplier last chosen for that premise until the end of the then-current program year, at which time the Customer may select a different Supplier if the~~

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**GAS COST RECOVERY MECHANISMS – RATE AREA 5
RESIDENTIAL AND COMMERCIAL CHOICE GAS PROGRAM**

MOVING POLICY
(Continued)

If a Customer moves from one (1) premise to another within the Company's service territory, or if a Customer who immediately prior to such move was not a Customer of the Company moves into a premise within the Company's service territory, the Customer will continue purchasing Gas commodity from the Supplier last chosen for that premise until the end of the then-current program year, at which time the Customer may select a different Supplier if the Customer so chooses. If a Customer constructs a new premise or moves into a premise which was inactive at the time of the immediately preceding Supplier selection period, the Company will assign a random default participating Supplier to provide the Customer's gas supply and will provide a selection form listing Suppliers from which the Customer will have two (2) weeks to may choose a Supplier for the remainder of the then-current program year. If the Customer fails to choose a qualified participating Supplier, Customer will be served by the randomly assigned default Supplier. Landlords who are temporarily receiving service for short time periods between occupants will be served by the existing Supplier at the premise. Company will provide a selection form to Customers for purposes of setting forth the choices provided under this paragraph. Supplier selection forms will be due back to the Company within two (2) weeks or selections may be made by any of the other available Company authorized selection mediums provided to Customers.

NOMINATIONS

Company may require nominations of the daily volumes to be transported across the Company's system for the account of a Customer under circumstances necessary to preserve the operational integrity of the Company's system. The approved daily nomination is the quantity of Gas stated in dekatherms which the Company has approved to be delivered on a particular day for a particular Supplier. Nominations shall be submitted through the Company's Electronic Bulletin Board ("EBB"). -Nominations are subject to approval by the Company based upon system Capacity availability and the preservation of system operational integrity or if such nomination exceeds the specified maximum Daily Contract quantities with the Customer or Supplier.

RELEASE OF
UPSTREAM
CAPACITY

Company will temporarily release firm transportation and no-notice service held on the Upstream Pipeline to Suppliers for the program Year. Company will notify each Supplier of the levels of firm transportation and no- notice service that will be released by the Company to such Supplier for the purpose of serving the Customers selecting such Supplier, affirmatively or through the defaulting process. Company will allocate such released capacity among all Suppliers, ~~including itself~~, a pro-rata share of the capacity as available for the primary Delivery Points at which each Supplier's

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Black Hills Nebraska Gas, LLC

d/b/a Black Hills Energy

Nebraska Natural Gas Tariff

Filed with the Nebraska Public Service Commission

~~Third~~Second Revised Sheet No. 103

Cancels ~~Second~~First Revised Sheet No.

103

Customers are located. ~~The allocated capacity shall be temporarily released to Supplier for the program Year at rate(s) not to exceed the FERC approved Upstream Pipeline rate applicable to the path released to the Supplier. To protect service to Customers during the winter season, Suppliers shall not re-release the Upstream Pipeline no-notice service capacity allocated to the Supplier under this Rate Schedule between the months of November and March, inclusive. In addition, without the Company's prior written consent, Suppliers shall not change the primary receipt and delivery points related to the allocated Upstream Pipeline capacity if and when such capacity is re-released.~~

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**GAS COST RECOVERY MECHANISMS – RATE AREA 5
RESIDENTIAL AND COMMERCIAL CHOICE GAS PROGRAM**

RELEASE OF
UPSTREAM
CAPACITY
(Continued)

The allocated capacity shall be temporarily released to Supplier for the program Year at rate(s) not to exceed the FERC-approved Upstream Pipeline rate applicable to the path released to the Supplier. To protect service to Customers during the winter season, Suppliers shall not re-release the Upstream Pipeline no- notice service capacity allocated to the Supplier under this Choice Gas Program between the months of November and March, inclusive. In addition, Suppliers shall not change the primary receipt and delivery points related to the allocated Upstream Pipeline capacity.

DAILY
BALANCING

For Company Systems that do not utilize Pre-Determined Allocations:

Volumes delivered by the Upstream Pipeline into the Company's system for a Customer shall be deemed to be equal to the Customer's actual usage plus Retention Quantity. The Retention Quantity will be allocated pro- rata among Suppliers based upon actual end-use metered volumes. Actual daily usage or if not available, daily usage as estimated by the Company, will be provided by the Company to the Upstream Pipeline for purposes of allocating deliveries to the Company's system among the various Suppliers delivering quantities for Customers, including the Company.

For Company Systems that utilize Pre-Determined Allocations:

- A. Volumes delivered by the Upstream Pipeline into the Company's system, inclusive of Retention Quantity, for the Customer shall be deemed to be equal to each Supplier's estimated market share. The estimated market share is determined by multiplying the pre-determined allocation (PDA) percentage of the custody measurement point by the total volume at the custody measurement point. The PDA percentages will be provided to the Upstream Pipeline on a monthly basis prior to the start of the flow month and maybe changed prospectively by the Company at any time during the flow month. The volumes delivered out of the Company's system will be equal to the custody measurement point's volumes and be allocated to the Suppliers based on their actual end-use metered market share. If actual usage is not available, Daily usage as estimated by the Company will be used by the Company for purposes of allocating deliveries off of the Company's system.
- B. If the difference between the forecasted Supplier market share and the actual Supplier market share varies by 5% or more, a Supplier may request that the Company review the forecasted market share percentages. This forecasted market share review will be conducted by the Company and will consider any Supplier recommendations. The review will be finalized and provided to Suppliers within thirty (30) days of the request.

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~~Predetermined Allocation Imbalance Curing Methodology~~

~~For purposes of balancing, a negative imbalance occurs when a Supplier's allocated receipts are less than its allocated deliveries and a positive imbalance occurs when a Supplier's allocated receipts are more than its allocated deliveries. Company will provide Suppliers a Balancing statement and a Storage Transfer Request form by the 10th business day for the prior month's~~

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**GAS COST RECOVERY MECHANISMS – RATE AREA 5
RESIDENTIAL AND COMMERCIAL CHOICE GAS PROGRAM**

DAILY
BALANCING
(Continued)

C. Predetermined Allocation Imbalance Curing Methodology

- i. For purposes of balancing, a negative imbalance occurs when a Supplier's allocated receipts are less than its allocated deliveries and a positive imbalance occurs when a Supplier's allocated receipts are more than its allocated deliveries. Company will provide Suppliers a Balancing statement and a Storage Transfer Request form by the 10th business day for the prior month's imbalances. A Supplier with a negative imbalance shall transfer its imbalance from its Tallgrass Interstate Gas Transmission ("TIGT") storage account to the TIGT storage account of the Supplier(s) with a positive imbalance. The total imbalance volumes that will be transferred will be equal to the total of each Supplier's negative imbalance volume plus applicable TIGT transportation fuel, lost and unaccounted for gas (FL&U). Each Supplier is required to return an executed Storage Transfer Request form by the 12th business day via facsimile to confirm agreement among Suppliers of the transfer of imbalance volumes. Once the storage transfers are confirmed with TIGT, the affected Supplier's imbalances will be adjusted. These volume adjustments will be reflected on the balancing statements generated the second month after the imbalance occurred. An adjustment to each Supplier's monthly commodity payment will be made to allow for the recovery of the cost of the TIGT firm transportation commodity charges applicable to the imbalance volumes transferred in accordance with these procedures. The monthly commodity payment to each Supplier that has a negative imbalance will be reduced by an amount equal to its negative imbalance volume multiplied by the currently approved TIGT firm transportation commodity rate. The monthly commodity payment to each Supplier that has a positive imbalance will be increased by an amount equal to its positive imbalance volume multiplied by the currently approved TIGT firm transportation commodity rate.
- ii. In the event a Supplier is unwilling or unable to cure its negative or positive imbalance by transfer of storage volumes as i. of this subsection, that Supplier, with mutual consent of the affected Suppliers, may attempt to cure the imbalance through an alternative method. Each Supplier is required to notify the Company that its imbalance has been partially or fully cured under this option. This notification must be received by the Company via fax or e-mail by the end of the month following the month the imbalance was incurred. After the notices are received, the affected Supplier's imbalances will be adjusted. These volume adjustments will be reflected on the balancing statements generated the second month after the imbalance occurred.

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~~iii. In the event Suppliers do not utilize the procedures set forth in paragraphs
i. or ii. of this subsection to cure imbalances, then the Suppliers will be
subject to the procedures established in this~~

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RESIDENTIAL AND COMMERCIAL CHOICE GAS PROGRAM**

DAILY
BALANCING
(Continued)

iii. In the event Suppliers do not utilize the procedures set forth in paragraphs i. or ii. of this subsection to cure imbalances, then the Suppliers will be subject to the procedures established in this paragraph for curing the imbalance. If a Supplier is unwilling or unable to cure its full imbalance pursuant to paragraph i. of this subsection by the end of the month following the month the imbalance was incurred, that Supplier will be deemed to be a Non-Performing Supplier. A Supplier that is willing and able to cure its imbalance pursuant to paragraph i. of this subsection by the end of the month following the month the imbalance was incurred will be deemed to be a Performing Supplier. The Performing Supplier's positive imbalance will be cured through a credit adjustment to the Performing Supplier's monthly commodity payment. The credit will be based on the product of the highest of the daily "Gas Daily" CIG (Colorado Interstate Gas Company) Midpoint Price or "Gas Daily" PEPL (Panhandle Eastern Pipe Line Company) Midpoint Price during the period of time starting with the first day of the month that the imbalance was incurred and ending with the 10th business day of the second month following the month the imbalance was incurred multiplied by the imbalance volume plus all applicable TIGT transportation FL&U and Storage Retention Fuel volumes. The cost of the TIGT firm transportation commodity charges applicable to the imbalance volumes will also be credited to the Performing Supplier's monthly commodity payment. The Non-Performing Supplier's offsetting negative imbalance will be cured through a reduction to the Non- Performing Supplier's monthly commodity payment in an amount equal to the credit applied to the Performing Supplier's monthly commodity payment. The Performing Supplier's negative imbalance will be cured through a reduction to the Performing Supplier's monthly commodity payment. The reduction will be based on the product of the lowest of the Gas Daily CIG Midpoint Price or Gas Daily PEPL Midpoint Price during the period of time starting with the first day of the month that the imbalance was incurred and ending with the 10th business day of the second month following the month the imbalance was incurred multiplied by the imbalance volume. The cost of the TIGT firm transportation commodity charges applicable to the imbalance volumes will also be a reduction to the Performing Supplier's monthly commodity payment. The Non-Performing Supplier's offsetting positive imbalance will be cured ~~through a credit to the Non-Performing Supplier's monthly commodity payment in an amount equal to the reduction applied to~~

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**GAS COST RECOVERY MECHANISMS – RATE AREA 5
RESIDENTIAL AND COMMERCIAL CHOICE GAS PROGRAM**

DAILY BALANCING (Continued)	<u>through a credit to the Non-Performing Supplier's monthly commodity payment in an amount equal to the reduction applied to</u> the Performing Supplier's monthly commodity payment. All adjustments to the Suppliers' monthly commodity payments will be made during the second month following the month the imbalance was incurred and the volume adjustments will be reflected on the balancing statements generated the second month after the imbalance occurred.
CODE OF CONDUCT	~~Company and~~ Suppliers are subject to the code of conduct guidelines set forth ~~on Sheets 119-122~~ <u>in 291 Neb. Admin. Code, Ch. 9, Rule 018</u> . <u>Company is subject to 291 Neb. Admin. Code, Ch. 9, Rule 019.</u>
EQUAL TREATMENT	Company will give fair and equitable treatment in its customer and public communications and in its administration of the Choice Gas Program to all Suppliers. Company will inform its Customers that the Suppliers have met specified qualification standards.
APPLICABLE TARIFF PROVISIONS	The applicable provisions of this Tariff, including the Schedule of Rates and Other Charges and the General Terms and Conditions, as revised from time-to-time, are hereby made a part of this ~~Rate-Schedule Tariff~~ . To the extent that the General Terms and Conditions are inconsistent with the provisions of this ~~Rate-Schedule Tariff~~ , the provisions of this ~~Rate-Schedule Tariff~~ shall govern.

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EFFECTIVE DATE: ~~September 1, 2020~~ January 1, 2027

~~RATE SCHEDULES AND OTHER CHARGES~~~~CGS COST RECOVERY MECHANISMS – RATE~~
~~AREA 5~~

~~AGRICULTURAL CHOICE GAS PROGRAM – NON-SEASONAL SERVICE~~

RESERVED FOR FUTURE USE

~~AVAILABILITY~~ This ~~Rate Schedule~~ is available to all Nebraska non-jurisdictional agricultural Customers that are not served under ~~Rate Schedule Agricultural Choice Gas Program – Seasonal Service~~. Company retains the right to terminate the availability of this ~~Rate Schedule~~ in any year effective with its June billing cycle upon giving ninety (90) days prior written notice to affected Suppliers and Customers and to the Commission. Company may modify the terms of this ~~Rate Schedule~~ upon filing changes with the Commission.

~~INCORPORATION OF PROVISIONS BY REFERENCE~~ The provisions on Sheets 97-107 of ~~Rate Schedule CGS~~ are incorporated into this ~~Rate Schedule~~ by reference as if set forth herein. Customers served under this ~~Rate Schedule~~ shall be served in accordance with the principles set forth in the incorporated sections and are bound thereby. Suppliers selling gas to Customers under this ~~Rate Schedule~~ shall have the rights and obligations set forth in such sections and are bound thereby.

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ISSUED BY: Robert J. Amdor

GAS COST RECOVERY MECHANISMS – RATE AREA 5
AGRICULTURAL CHOICE GAS PROGRAM – ~~SEASONAL SERVICE~~

AVAILABILITY	This <u>Agricultural Choice Gas Program</u> (“ <u>Ag Choice Gas Program</u> ”) ~~Rate Schedule~~ is available to all Nebraska non-jurisdictional agricultural Customers in Rate Area Five whose principal use of Natural Gas is for irrigation and/or grain drying purposes. Company retains the right to terminate the availability of this ~~rate-schedule~~ <u>Tariff</u> effective ~~with its on~~ April ~~1-of-any-year~~ <u>billing cycle</u> upon giving ninety (90) days prior written notice to affected Suppliers and Customers and to the Commission. Company may modify the terms of this <u>Ag Choice Gas Program</u> ~~Rate Schedule~~ upon filing changes with the Commission.
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APPLICABILITY	Applicable to ~~irrigation service and grain drying service~~ <u>Agricultural Customers as defined on Sheet No. 6.</u> Additionally, any Customer who meets all of the following criteria is eligible for service under this ~~Rate Schedule~~ <u>Ag Choice Gas Program</u> : 1) Customer demonstrates to Company that the Customer economically can connect directly to an interstate pipeline and thereby bypass Company’s facilities; 2) Customer’s Natural Gas usage that would be served by such a bypass is not for human needs requirements as that term is defined by Company or by the Commission; and 3) Company’s service to Customer is not rendered through facilities used to serve any residential or commercial Customer(s).
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DESCRIPTION OF SERVICE	~~The Ag~~ <u>Choice Gas Program</u> ~~service~~ provides participating Customers the opportunity to select their own gas Suppliers from a pool of qualified competing <u>Natural</u> Gas Suppliers. The Customer selects a <u>Natural</u> Gas Supplier and notifies the Company of its choice. Company agrees to receive from Supplier ~~n~~ <u>Natural g</u> <u>Gas supply</u> for the account of Customer at the Receipt Point(s) and to transport across its system and deliver such volumes of <u>Natural</u> Gas, less Retention Quantity, to Customer at the Delivery Point(s). ~~The Agricultural Choice Gas Service Program runs in one-year cycles, from the April billing cycle of one year through the March billing cycle of the succeeding year.~~
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REQUEST FOR SERVICE	Requests for service shall be made in accordance with the General Terms and Conditions of this Tariff. By requesting service, and by accepting such service once initiated, the Customer agrees to abide by, and shall be obligated to comply with, all of the applicable provisions of this Tariff, including the applicable Schedule of Rates and Other Charges, this ~~Rate Schedule~~ <u>Tariff</u> , and the General Terms and Conditions, as amended from time-to-time, as a condition of service.
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GAS COST RECOVERY MECHANISMS – RATE AREA 5
AGRICULTURAL CHOICE GAS PROGRAM – ~~SEASONAL SERVICE~~

AGRICULTURAL
CHOICE GAS
PROGRAM
RULES

1. Service under this Ag Choice Gas Program~~Rate-Schedule~~ runs in one (1) year cycles, from the April billing cycle of one (1) year through the March billing cycle of the succeeding year.
2. As a prerequisite to participating in the Ag Choice Gas Program as a qualified Supplier, each Supplier must (a) receive the certification required under the State Natural Gas Regulation Act, and (b) execute, on an annual basis, a Supplier Participation Agreement in the form tendered by the Company. The conditions for Supplier participation are governed by such Supplier Participation Agreement. Company may be a Supplier in the Choice Gas Program, and will be treated like all other Suppliers under the Code of Conduct Guidelines.
- ~~2-3.~~ Customers must choose their Supplier from a pool of qualified Suppliers. Such qualifications are set forth in the Supplier Participation Agreement executed by the Supplier as a prerequisite to participating as a Supplier under this ~~Rate-Schedule~~Ag Choice Gas Program. Except for Customers purchasing commodity under multi-year supply arrangements, a Customer may change its Supplier selection once every twelve (12) months effective at the beginning of the next twelve- (12) month program year commencing with the April bill cycle. Any such change in Supplier selection can be communicated to the Company at any time prior to the conclusion of the Supplier selection period as set forth on this ~~rate-schedule for a program~~Ag Choice Gas Program year. If the Company does not receive from any Customer, by the conclusion of the selection period, a properly completed selection form or other available supplier selection medium that reasonably can be interpreted as to the selection made, such Customer will be served as a default Customer of their current Supplier during the upcoming twelve- (12) month service period.
- ~~3-4.~~ Company will provide customer lists to Suppliers containing customer names, mailing addresses and usage history, by month, for the preceding calendar year; provided, that Suppliers treat the information as confidential, only use such information for purposes directly related to the Ag Choice Gas Program and are expressly prohibited from selling such lists, or otherwise disclosing information from the customer list to any other person or business entity for any purpose other than marketing of the Ag Choice Gas Program. Company may require Suppliers to sign an agreement protecting the confidentiality of customer information disclosed under the Ag Choice Gas Program. Information regarding new Customers during the program year will be provided to all Suppliers within five (5) business days of the Company putting the new customer information into the Company's computer system and active service begins.

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- ~~5. Absent force majeure, Interruption or Curtailment circumstances, for purposes of billing and allocation of volumes at the Company's custody transfer points with the Upstream Pipeline, Daily Balancing, of this Rate Schedule shall apply.~~
- ~~6. The Supplier Charge collected from a Supplier's Customers will be forwarded by the Company to the Customer's selected gas Supplier.~~
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GAS COST RECOVERY MECHANISMS – RATE AREA 5
AGRICULTURAL CHOICE GAS PROGRAM – ~~SEASONAL SERVICE~~

AGRICULTURAL CHOICE GAS PROGRAM RULES
(Continued)

5. Absent force majeure, Interruption or Curtailment circumstances, for purposes of billing and allocation of volumes at the Company's custody transfer points with the Upstream Pipeline, Daily Balancing, of this Agricultural Choice Gas Program shall apply.

6. The Supplier Commodity Charge will be remitted by the Company to the Customer's selected gas Supplier.

- BILLING AND RATES**
1. The applicable rates for this service are set forth in the Schedule of Rates and Other Charges of this Tariff. Except with respect to rates negotiated under Sheet No. 45, Negotiated Rates, of the General Terms and Conditions, each applicable unit rate under this ~~Rate-Schedule~~Ag Choice Gas Program shall be a rate not in excess of the maximum unit rate(s) set forth in the Schedule of Rates applicable to this ~~Rate-Schedule~~Ag Choice Gas Program. Company shall be permitted to discount rates to Customers and to negotiate rates with Customers as permitted by the State Natural Gas Regulation Act.
 2. Monthly Bill. Except as provided, commencing with the Month in which service begins under this ~~Rate-Schedule~~Ag Choice Gas Program and each Month thereafter, the Company shall charge and the Customer shall pay the Company the following charges and fees, as the same may be amended from time-to-time:
 - A. Distribution Charge. As set forth in the Schedule of Rates and Other Charges applicable to this ~~Rate-Schedule~~Tariff under the heading Non-Gas Base Rate Component. This charge equals the distribution charge multiplied by billed usage.
 - B. Gas Supply Cost Adjustment Charge (CGS). As set forth in the Schedule of Rates applicable to this ~~Rate-Schedule~~Tariff under the heading Total Gas Cost. The Gas Supply Cost Adjustment Charge is equal to the rate calculated under Sheet No. 123, Gas Supply Cost Adjustment (CGS), multiplied by billed usage.
 - C. Supplier Commodity Charge. This charge equals the applicable ~~rate-price~~ agreed to by the Customer and the Customer's Supplier, and communicated to the Company as prescribed in this ~~rate-schedule~~Tariff, multiplied by billed usage. The applicable ~~rate-price~~ may be changed by agreement of the Customer and its Supplier; provided that the change will not become effective until it is communicated to the Company and reflected in the account information for said Customer. This ~~rate-price~~ includes, but is not limited to, the cost of natural gas and upstream pipeline services. The ~~rates-prices~~ charged by Suppliers are established in the competitive free market and are not listed in the Schedule of Rates and Other Charges of this Tariff.

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ISSUED BY: Brooke Bassell-Herman

Black Hills Nebraska Gas, LLC
d/b/a Black Hills Energy
Nebraska Natural Gas Tariff
Filed with the Nebraska Public Service Commission

~~Second~~Third Revised Sheet No. 111
Cancels ~~First~~Second Revised Sheet
No. 111

~~D. Annual Agriculture Infrastructure Repair Charge. A charge for the ongoing maintenance, repairs to agriculture meters and natural gas main lines in Rate Area Five to be assessed one time per calendar year.~~

~~Taxes. Regulatory assessment or other taxes, fees, or charges required by a governmental authority will be added to the monthly bill.~~

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NPSC Received 10/16/2026

GAS COST RECOVERY MECHANISMS – RATE AREA 5
AGRICULTURAL CHOICE GAS PROGRAM – ~~SEASONAL SERVICE~~

BILLING AND RATES (Continued) D. Annual Agriculture Infrastructure Repair Charge. A charge for the ongoing maintenance, repairs to agriculture meters and natural gas main lines in Rate Area 5 to be assessed one (1) time per calendar year in April.
E. Taxes. Regulatory assessment or other taxes, fees, or charges required by a governmental authority will be added to the monthly bill.
E.F. Other Charges and Fees. In addition to the above charges, any other charges and fees permitted by this Tariff, by Commission order, or by law or regulation may be applied to the Customer's bill, as applicable.

NOMINATIONS Company may require nominations of the daily volumes to be transported across the Company's system for the account of a Customer under circumstances necessary to preserve the operational integrity of the Company's system. The approved daily nomination is the quantity of gas stated in terms which the Company has approved to be delivered on a particular day for a particular supplier. Nominations shall be submitted through the Company's interactive website, if available, or otherwise in writing. Nominations are subject to approval by the Company based upon system capacity availability and the preservation of system operational integrity or if such nomination exceeds the specified maximum daily contract quantities with the Customer. A written nomination process shall be provided by the Company.

~~SUPPLIER QUALIFICATIONS~~ ~~As a prerequisite to participating in the Choice Gas Program as a qualified Supplier, each Supplier must (a) receive the certification required by the State Natural Gas Regulation Act, and (b) execute, on an annual basis, a supplier participation agreement in the form tendered by the Company. The conditions for supplier participation are governed by such supplier participation agreement. Company may be a Supplier in the Choice Gas Program and will be treated like all other Suppliers under the Code of Conduct Guidelines set forth on Sheet 122.~~

AGRICULTURAL SUPPLIER SELECTION A. All Customers under this Rate ScheduleAg Choice Gas Program have the option to choose a Gas Supplier from a pool of qualified Suppliers. The list of qualified Suppliers will be provided by the Company. Customer shall pick a gas Supplier from the list and notify the Company of its choice as provided herein.
B. Except as provided in paragraph F belowMulti-Year Supply Agreements of this rate schedule, the term for which the Customer selection and the supplier selection applies will be theeach twelve (12) months commencing with the Customer's first normally scheduled meter read date cycle on or after April 1 of each year, excludingthose Customers moving on or off the system during a term. Company will provide a selection medium(s) to Customersand any other interested

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~~parties~~, listing Suppliers from which the Customer may choose. At least two (2) weeks prior to the date by when Customers must make their Supplier selection for the upcoming twelve (12) month period, Suppliers must have price quotes and service information available for Customers. Supplier may choose to provide any or all of its prices directly to the Customer or by other appropriate means, which, once selected by the Customer and returned to the Company through any of the available selection medium(s), will represent a commitment between~~Selection forms submitted by Suppliers for the Customer must be the Customer and Supplier for service at the agreed upon price. Customer, with the Supplier's consent, may switch between price offerings of its current Supplier during the Ag Choice Gas Program year.~~

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GAS COST RECOVERY MECHANISMS – RATE AREA 5
AGRICULTURAL CHOICE GAS PROGRAM – ~~SEASONAL SERVICE~~

AGRICULTURAL
SUPPLIER
SELECTION
(Continued)

~~C. accompanied by an agency authorization signed by the Customer. Supplier may choose to post any or all of its prices on the supplier selection form issued by the Company, which, once selected by the Customer and returned to the Company, will represent a commitment between the customer and supplier for service, or the supplier may choose to provide prices directly to the Customer and must provide a method for signing up Customers at that price. After the completion of Customers' supplier selections, Suppliers will provide to the Company a list of customer prices. Except for Customers purchasing commodity under multi-year supply arrangements, a Supplier selection medium(s) will be provided to each Customer annually before each annual selection period applicable to the Customer. If a Customer does has not selected a Supplier during the by the end of a selection period applicable to the Customer, or if the Company receives an improperly completed selection form which reasonably cannot be interpreted as to the selection made, the Customer's gas supply will be provided during the upcoming twelve (12) month service period by the Customer's current Supplier and price option at a default price that will be determined by the Supplier after the selection period has ended; provided that if such Supplier does not participate as a Supplier in the next twelve- (12) month program yearcycle, such Customer(s) will randomly default to one (1) of the remaining participating Suppliersthe Company as theirits Supplier. If the Customer chooses to change gas Suppliers to be effective with the April billing cycle of the next twelve- (12) month program yearterm, the Customer must notify the Company through an appropriate selection medium returned to the Company, or postmarked, on or before the deadline specified by the Company for March 15 of the annual selection period, in- In — case more than one (1) selection is received from the Customer, the Supplier on the earliest received valid selection will be the Supplier for that Customer.~~

~~— Changes in Gas Suppliers will not be made effective prior to the end of the twelve-month term except as provided herein.~~

D. After the completion of Customers' Supplier selections, Suppliers will provide to the Company a list of Customer price options and applicable prices. Suppliers will provide to the Company their default price(s) pursuant to a schedule provided to the Suppliers by the Company. A Supplier may agree during the course of a program year to change the price applicable to one (1) or more of its Customers; provided that the change will not become effective until it is communicated to the Company and reflected in the account information for said Customer(s). Company shall have a reasonable period of time in which to reflect a price change in the account information for a Customer once the change is communicated to the Company. Unless instructed to the contrary by the

Supplier, the Company shall bill the Customer the new price on any bill that has begun to be processed after the date that the price change is reflected in the account information for the Customer. - Company is entitled to rely upon the pricing information provided to it by Suppliers, and each Supplier must indemnify Company for any costs incurred, or liability arising from, inaccurate pricing information provided to the Company by the Supplier. Company will indemnify a Supplier for any costs incurred, or liability arising from, the Company's failure to bill the price(s) applicable to the Supplier's Customers as communicated to the Company by the Supplier as provided in this section.

E. Changes in Gas Suppliers will not be made effective prior to the end of the twelve (12) month term except as provided herein.

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AGRICULTURAL CHOICE GAS PROGRAM – ~~SEASONAL SERVICE~~

AGRICULTURAL
SUPPLIER
SELECTION
(Continued)

~~Company is entitled to rely upon the pricing information provided to it by Suppliers, and each Supplier must indemnify Company for any costs incurred, or liability arising from, inaccurate pricing information provided to the Company by the Supplier. Company will indemnify a Supplier for any costs incurred, or liability arising from, the Company's failure to bill the price(s) applicable to the Supplier's Customers as communicated to the Company by the Supplier as provided in this section.~~

F. Multi-Year Supply Arrangements. Notwithstanding any other provision of this ~~rate schedule~~ Ag Choice Gas Program to the contrary, a Supplier may negotiate a multi-year supply arrangement with any Customer taking service under this ~~rate schedule~~ Ag Choice Gas Program. By offering multi-year supply arrangements, the Supplier represents to the Company that it will continue to act as a Supplier in the Choice Gas Program throughout the term of the supply arrangement, ~~meeting the attendants~~ subject to Supplier eligibility requirements, ~~in effect from time-to-time during the term thereof, and agrees that, if it ceases to be a Supplier during the term of a multi-year supply arrangement, the Supplier will reimburse the Company for any costs incurred by the Company in meeting the supply requirements of Customers purchasing Gas from the Supplier during the remainder of the program year in which the default occurs.~~ If a Supplier defaults during the term of a multi-year supply arrangement, ~~and said Supplier's customer base is not purchased and thereafter served through the end of the multi-year term by a remaining qualified participating Supplier at the price quoted them by the defaulting Supplier, Company will provide impacted Customers a selection medium for choosing a new Supplier for the remainder of the then current program year and Customer will be randomly assigned to one (1) of the participating Suppliers. If the Customer fails to choose a new Supplier, Customer will default to the randomly assigned participating Supplier. The Customer will be provided with a selection medium for choosing a new Supplier commencing with the succeeding program year. If the Customer fails to choose a qualified participating Supplier for the succeeding program year, Customer will be served by the randomly assigned default Suppliers for the succeeding program year. Gas supply to the Customer during the remainder of the then current program year, and the Customer will be provided with a selection medium for choosing a new Supplier commencing for the succeeding program year. The~~ If Customer's selection to enter into a multi-year supply arrangement with a Supplier is made using a Delegation Agreement must be memorialized on a form developed for such purpose by the Company, said ~~which~~ form must be signed by the Customer and its Supplier and ~~provided~~ returned promptly to the Company upon execution by both parties. Said Delegation

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Agreement form must state with specificity (i) the price ~~and/or~~ pricing option~~(s)~~ negotiated by the Customer and the Supplier, such that the price in effect ~~from time to time~~ for such Customer can be determined by reference to said Delegation Agreement information readily available to the Company and Customer~~other participating Suppliers~~, and (ii) the term agreed to~~period~~ over which such price ~~or and~~ pricing option~~(s)~~ will be in effect. Said executed Delegation Agreement form ~~also must state the term of the multi-year supply arrangement, which arrangement~~ may not ~~otherwise be altered and shall not~~ provide for automatic extensions or roll-overs beyond the initial agreed to term of the arrangement. The executed Delegation Agreement does not constitute successful enrollment and represents Customer's authorization provided to Supplier that allows Supplier to make a selection on the Customer's behalf. The Customer and Supplier at any time may negotiate changes to the price ~~or and~~ pricing option~~(s)~~ applicable ~~prospectively~~ to the multi-year supply arrangement; provided that the changes are mutually agreed to ~~memorialized on the form supplied by the Company, which form must be signed by the Customer and its Supplier and returned promptly to the Company upon execution.~~

GAS COST RECOVERY MECHANISMS – RATE AREA 5
AGRICULTURAL CHOICE GAS PROGRAM – ~~SEASONAL SERVICE~~

MOVING POLICY If a Customer moves from one (1) premise to another within the Company's service territory, or if a Customer who immediately prior to such move was not a Customer of the Company moves into a premise within the Company's service territory, the Customer will continue purchasing gas commodity from the supplier last chosen for that premise until the end of the then-current program year, at which time the Customer may select a different Supplier if the Customer so chooses. If a Customer constructs a new premise or moves into a premise which was inactive at the time of the immediately preceding supplier selection period, the Company will provide a selection form listing Suppliers from which the Customer may choose a Supplier. Landlords who are temporarily receiving service for short time periods between occupants will be served by the existing Supplier. Company will mail a selection form to Customers for purposes of setting forth the choices provided under this paragraph. Selection forms will be due back to the Company within two (2) weeks.

TIMING FOR SELECTION PROCESS The timing for the steps required to implement the selection process will be determined each Choice Gas program year and provided to participating Suppliers. The schedule ~~so~~ established by the Company will be determined ~~so as~~ to permit program years to begin on April 1. The annual selection period is the two (2) calendar weeks specified in the schedule for submission of Customer's ~~S~~upplier selection ballots to the Company. Company will accept and give due consideration to the input of participating Suppliers regarding the timing for the selection process.

DAILY BALANCING For Company Systems that do not utilize Pre-Determined Allocations:
Volumes delivered by the upstream pipeline into the Company's system for a Customer shall be deemed to be equal to the Customer's actual usage plus retention quantity. The retention quantity will be allocated pro- rata among Suppliers based upon actual end-use metered volumes. Actual daily usage or if not available, daily usage as estimated by the Company, will be provided by the Company to the upstream pipeline for purposes of allocating deliveries to the Company's system among the various Suppliers delivering quantities for Customers, including the Company.

For Company Systems that utilize Pre-Determined Allocations:

A. Volumes delivered by the upstream pipeline into the Company's system, inclusive of retention quantity, for the Customer shall be deemed to be equal to each Supplier's estimated market share. The estimated market share is determined by multiplying the pre-determined allocation (PDA) percentage of the custody measurement point by the total volume at the

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AGRICULTURAL CHOICE GAS PROGRAM – ~~SEASONAL SERVICE~~

DAILY
BALANCING
(Continued)

custody measurement point. The PDA percentages will be provided to the upstream pipeline on a monthly basis prior to the start of the flow month and may be changed prospectively by the Company at any time during the flow month. The volumes delivered out of the Company's system will be equal to the custody measurement point's volumes and be allocated to the Suppliers based on their actual end-use metered market share. If actual usage is not available, daily usage as estimated by the Company will be used by the Company for purposes of allocating deliveries off of the Company's system.

- B. If the difference between the forecasted supplier market share and the actual supplier market share varies by 5% or more, a Supplier may request that the Company review the forecasted market share percentages. This forecasted market share review will be conducted by the Company and will consider any Supplier recommendations. The review will be finalized and provided to Suppliers within thirty (30) days of the request.
- C. Predetermined Allocation Imbalance Curing Methodology
- (1) For purposes of balancing, a negative imbalance occurs when a Supplier's allocated receipts are less than its allocated deliveries, and a positive imbalance occurs when a Supplier's allocated receipts are more than its allocated deliveries. Company will provide Suppliers a balancing statement and a Storage Transfer Request form by the 10th Business Day for the prior month's imbalances. A Supplier with a negative imbalance shall transfer its imbalance from its TIGT storage account to the TIGT storage account of the Supplier(s) with a positive imbalance. The total imbalance volumes that will be transferred will be equal to the total of each Supplier's negative imbalance volume plus applicable TIGT transportation fuel, lost and unaccounted for gas (FL&U). Each Supplier is required to return an executed Storage Transfer Request form by the 12th Business Day via facsimile to confirm agreement among Suppliers of the transfer of imbalance volumes. Once the storage transfers are confirmed with TIGT, the affected Supplier's imbalances will be adjusted. These volume adjustments will be reflected on the balancing statements generated the second month after the imbalance occurred. An adjustment to each Supplier's monthly commodity payment will be made to allow for the recovery of the cost of the TIGT firm transportation commodity charges applicable to the imbalance volumes transferred in accordance with these procedures. The monthly commodity payment to each Supplier that has a negative imbalance will be reduced by an amount equal to its negative imbalance volume multiplied by the

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AGRICULTURAL CHOICE GAS PROGRAM – ~~SEASONAL SERVICE~~

DAILY
BALANCING
(Continued)

~~monthly commodity payment to each Supplier that has a negative imbalance will be reduced by an amount equal to its negative imbalance volume multiplied by the~~ currently approved TIGT firm transportation commodity rate. The monthly commodity payment to each Supplier that has a positive imbalance will be increased by an amount equal to its positive imbalance volume multiplied by the currently approved TIGT firm transportation commodity rate.

- (2) In the event a Supplier is unwilling or unable to cure its negative or positive imbalance by transfer of storage volumes as stated in paragraph i of this subsection, that Supplier, with mutual consent of the affected Suppliers, may attempt to cure the imbalance through an alternative method. Each Supplier is required to notify the Company that its imbalance has been partially or fully cured under this option. This notification must be received by the Company via fax or e-mail by the end of the month following the month the imbalance was incurred. After the notices are received, the affected Supplier's imbalances will be adjusted. These volume adjustments will be reflected on the balancing statements generated the second month after the imbalance occurred.
- (3) In the event Suppliers do not utilize the procedures set forth in paragraphs ~~(1)i~~ or ~~(2)ii~~ of this subsection to cure imbalances, then the Suppliers will be subject to the procedures established in this paragraph for curing the imbalance. If a Supplier is unwilling or unable to cure its full imbalance pursuant to paragraph ~~(1)i~~ of this subsection by the end of the month following the month the imbalance was incurred, that Supplier will be deemed to be a Non-Performing Supplier. A Supplier that is willing and able to cure its imbalance pursuant to paragraph ~~(1)i~~ of this subsection by the end of the month following the month the imbalance was incurred will be deemed to be a Performing Supplier. The Performing Supplier's positive imbalance will be cured through a credit adjustment to the Performing Supplier's monthly commodity payment. The credit will be based on the product of the highest of the daily "Gas Daily" CIG (Colorado Interstate Gas Company) Midpoint Price or "Gas Daily" PEPL (Panhandle Eastern Pipe Line Company) Midpoint Price during the period of time starting with the first day of the month that the imbalance was incurred and ending with the 10th Business Day of the second month following the month the imbalance was incurred multiplied by the imbalance volumes plus all applicable TIGT transportation FL&U and Storage Retention Fuel volumes. The cost of the TIGT firm transportation commodity charges applicable to the imbalance volumes will also be credited to the Performing Supplier's monthly commodity payment. The Non-Performing Supplier's offsetting negative

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AGRICULTURAL CHOICE GAS PROGRAM – ~~SEASONAL SERVICE~~

DAILY
BALANCING
(Continued)

~~plus all applicable TIGT transportation FL&U and Storage Retention Fuel volumes. The cost of the TIGT firm transportation commodity charges applicable to the imbalance volumes will also be credited to the Performing Supplier's monthly commodity payment. The Non-Performing Supplier's offsetting negative~~ imbalance will be cured through a reduction to the Non-Performing Supplier's monthly commodity payment in an amount equal to the credit applied to the Performing Supplier's monthly commodity payment. The Performing Supplier's negative imbalance will be cured through a reduction to the Performing Supplier's monthly commodity payment. The reduction will be based on the product of the lowest of the Gas Daily CIG Midpoint Price or Gas Daily PEPL Midpoint Price during the period of time starting with the first day of the month that the imbalance was incurred and ending with the 10th Business Day of the second month following the month the imbalance was incurred multiplied by the imbalance volume. The cost of the TIGT firm transportation commodity charges applicable to the imbalance volumes will also be a reduction to the Performing Supplier's monthly commodity payment. The Non-Performing Supplier's offsetting positive imbalance will be cured through a credit to the Non-Performing Supplier's monthly commodity payment in an amount equal to the reduction applied to the Performing Supplier's monthly commodity payment. All adjustments to the Suppliers' monthly commodity payments will be made during the second month following the month the imbalance was incurred and the volume adjustments will be reflected on the balancing statements generated the second month after the imbalance occurred.

CODE OF
CONDUCT

~~Company and~~ Suppliers are subject to the code of conduct guidelines set forth in 291 Neb. Admin. Code, Ch. 9, Rule 018. Company is subject to 291 Neb. Admin. Code, Ch. 9, Rule 019 on Sheets 119-122.

EQUAL
TREATMENT

Company will give fair and equitable treatment in its customer and public communications and in its administration of the Choice Gas Program to all Suppliers. Company will inform its Customers that the Suppliers have met specified qualification standards.

APPLICABLE
TARIFF
PROVISIONS

The applicable provisions of this Tariff, including the Schedule of Rates and Other Charges and the General Terms and Conditions, as revised from time-to-time, are hereby made a part of this ~~Rate-ScheduleTariff~~. To the extent that the General Terms and Conditions are inconsistent with the provisions of this ~~Rate-ScheduleTariff~~, the provisions of this ~~Rate-ScheduleTariff~~ shall govern.

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ISSUED BY: Brooke Bassell-Herman

GAS COST RECOVERY MECHANISMS – RATE AREA 5
AGRICULTURAL CHOICE GAS PROGRAM – ~~SEASONAL SERVICE~~

INCIDENTAL PURCHASE AND SALE	Company may buy and sell gas in connection with the provisions of all services rendered under this Tariff. Company may buy and sell gas to the extent necessary to maintain system pressure, to manage upstream storage, to replenish any upstream storage retained by Company for system operations, to maintain line pack and provide additional line pack for new facilities, to implement any cash-out imbalance procedures, and to perform other functions of Company in connection with services provided. Nothing herein shall impose on Company any obligation to provide a supply function to any Customer, supplier or other party.
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Company will sell gas at any point on the system on a non-discriminatory basis. The purchasing party will be required to arrange with Company the necessary transportation agreements from the point of sale.

OPERATIONAL FLOW ORDERS	The Company may issue an Operational Flow Order (OFO) requiring delivery of specified volumes of gas. An OFO may be issued for the Company's entire system, for a discrete portion thereof, or for a single Supplier. Suppliers who fail to deliver specified OFO volumes of gas shall be billed an OFO Charge as specified in the applicable Supplier Participation Agreement executed by the Supplier.
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CODE OF CONDUCT – AFFILIATES ~~COST~~ ~~ALLOCATIONS~~ ~~AND~~ ~~TRANSACTIONS~~ ~~UNDER CHOICE~~ ~~GAS PROGRAM~~	~~The is-Affiliate Code of Conduct Regulations as sets forth in 291 Neb. Admin. Code, Chapter 9, Rule 019 – Affiliates shall guidelines to govern affiliate cost allocations and transactions under the Energy Options, Choice Gas Program, or other transportation service programs approved by the Commission.~~
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~~The Company shall maintain separate accounting records for revenues and costs related to its activities as a participating Supplier under the Choice Gas Program. Such costs and revenues shall be treated as "below the line" items and excluded for purposes of setting rates for the Company's regulated delivery utility services.~~

~~Any use of shared employees, facilities or services related to the participating Supplier activities of the Company or its affiliates as participating Suppliers under the Choice Gas Program ("Gas Supplier Activities") shall be allocated and accounted for through time keeping separately to prevent customer subsidization of such Gas Supplier Activities when setting the tariff rates for the Company's regulated delivery utility services.~~

~~Any employees responsible for the allocation of upstream pipeline capacity to Suppliers, administration of the PDA agreement with TIGT, administration of the Choice Gas Terms and Conditions or supplier agreements shall not be shared employees related to the activities of the Company or its affiliates~~

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Black Hills Nebraska Gas, LLC
d/b/a Black Hills Energy
Nebraska Natural Gas Tariff
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~~Second-Third~~ Revised Sheet No. 119
Cancels ~~First-Second~~ Revised Sheet
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~~as participating Suppliers under the Choice Gas Program. Any employee
responsible for regulated services who also~~

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RATE SCHEDULES AND OTHER CHARGES GAS COST RECOVERY MECHANISMS – RATE AREA 5

AGRICULTURAL CHOICE GAS PROGRAM – SEASONAL SERVICE

RESERVED FOR FUTURE USE

~~CODE OF
CONDUCT—
AFFILIATE
COST
ALLOCATIONS
AND
TRANSACTIONS
UNDER CHOICE
GAS PROGRAM
(continued)~~

~~allocates time to the Gas Supply function of the activities of the Company or its affiliates as participating Suppliers under the Choice Gas Program shall not set prices associated with the Gas Supply but shall only convey pricing available to potential Customers.~~

- ~~A. The Company shall not operate its utility system, provide utility services (including Choice Gas Program administrative services such as, balloting, billing, call center contacts and shipper services contacts), release upstream pipeline and storage capacity, grant of any discounts, distribution rate reductions or other distribution concessions, or disclose non-public utility or customer information in any manner which would make or grant any unreasonable preference or advantage to its own Gas Supplier Activities over those of other participating Suppliers or subject any of the other participating Suppliers to any unreasonable prejudice or disadvantage.~~
- ~~B. The Company shall not utilize or disclose non-public customer or utility information or provide leads, including preferential use of computer files or call center information received in its role as a provider of regulated delivery services, in any manner which would make or grant any unreasonable preference or advantage to the Company or any other person over the other participating Suppliers or subject any of the other participating Suppliers to any unreasonable prejudice or disadvantage. If a utility customer of the Company requests information about gas Suppliers, the Company shall provide a list of all participating Suppliers and shall not express any preference or recommendation in favor of any participating Supplier, including itself or its affiliates. The Company shall not request authorization from its customers to pass on customer information exclusively to its Gas Supplier Activities.~~
- ~~C. Information regarding new customers will not be used by the Company for purposes of its Gas Supplier Activities, or disclosed to other participating Suppliers, unless and until it is contemporaneously disclosed to all participating Suppliers.~~
- ~~D. The Company and its affiliates shall not represent through words or actions that the cost, quality, or reliability of the regulated delivery utility services provided by the Company to its utility customers shall vary, or~~

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Nebraska Natural Gas Tariff
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~~First~~ Second Revised Sheet No. 120
Cancels ~~Original~~ First Revised Sheet
No. 120

~~be adversely affected in any way under the Choice Gas Program. If a customer requests information about gas Suppliers, the Company shall provide a list of all qualified and participating Suppliers on its system but shall not express any preferential recommendation for a Supplier that is a Company affiliate or for any other Supplier.~~

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RATE SCHEDULES AND OTHER CHARGES

GAS COST RECOVERY MECHANISMS – RATE AREA 5
CHOICE GAS PROGRAM – OTHER TERMS

RESERVED FOR FUTURE USE

**CODE OF
CONDUCT—
AFFILIATE COST
ALLOCATIONS
AND
TRANSACTIONS
UNDER CHOICE
GAS PROGRAM**

(Continued)

- ~~E. If a Company Tariff provision or the terms and conditions of its unbundling program allow for discretion in its application, the Company shall apply that provision in a nondiscriminatory manner to all persons, including the Company and its affiliates acting as participating Suppliers and other market participants and their respective customers under the Choice Gas Program. If the Company has no discretion in the application of such a provision, it shall strictly enforce that provision.~~
- ~~F. The Company shall not market or advertise its utility services (including the administration of the Choice Gas Program) jointly with the marketing or advertising of its services as a participating Supplier, including joint sales calls, joint proposals, joint correspondence, joint advertising, joint marketing appearances, or similar activities or events except in instances for selection forms, joint education and bill inserts where the Company as the administrator of the Choice Gas Program and as a participating Supplier appear together.~~
- ~~G. The Company shall clearly inform customers through a disclaimer on a bill insert and on all Choice Gas related advertising that the customers of the Gas Supplier Activities will have no preferential treatment with regard to regulated utility services over the other Suppliers in the Choice Gas Program. The disclaimer shall read "No Customer of any Supplier will receive preferential treatment with regard to utility services regulated by the Nebraska Public Service Commission."~~
- ~~H. The Company will maintain 1) a list of Black Hills Energy entities doing business in the Choice Gas Program area and 2) a list of Company employees who charge time to Gas Supplier Activities.~~
- ~~I. If a participating Supplier has reason to believe that the Company may have failed to adhere to the guidelines set forth in this Code of Conduct, such participating Supplier shall contact the Company and identify with specificity the perceived failure. The Company shall respond to, or meet with, such participating Supplier within 15 workings days of the contact to address the matter. If the matter is not satisfactorily resolved, a complaint may be filed with the Nebraska Public Service Commission.~~

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GAS COST RECOVERY MECHANISMS – RATE AREA 5
CHOICE GAS PROGRAM – OTHER TERMS

**CODE OF CONDUCT –
SUPPLIER CONDUCT
UNDER CONSUMER
CHOICE PROGRAMS**

~~The Supplier Code of Conduct Regulations as set forth in 291 Neb. Admin. Code, Chapter 9, Rule 018 – Consumer Choice Programs shall govern Supplier conduct and transactions under the Energy Options, Choice Gas Program, or other transportation service programs approved by the Commission. This code of conduct sets forth guidelines to govern Supplier conduct under the Consumer Choice Programs.~~

~~A. — A Supplier shall not represent through words or actions that the quality, or reliability of the gas provided by any other Supplier, or the regulated delivery services provided by the Company to its utility customers shall vary, or be adversely affected in any way under the Choice Gas Program. If a customer requests information about gas suppliers, other Suppliers shall instruct the customer to contact that Supplier, but shall not express any preference for or opposition to any other Supplier.~~

~~B. — A Supplier shall not misquote or misrepresent the commodity prices of any other Supplier to a customer.~~

~~C. — A Supplier shall not engage in activities such as slamming or cramming, or otherwise act in a manner detrimental to the Customer in the Supplier selection process.~~

~~D. — A Supplier shall not market or advertise its commodity services in any manner that is misleading to the customer, or misrepresents the cost of commodity to the customer. A Supplier shall take such actions, especially in the context of multi-year supply arrangements, to ensure that a current or prospective customer and the Company understands the cost of commodity applicable to any pricing options being considered for selection by the customer.~~

~~E. — A Supplier will not unduly discriminate against similarly situated customers.~~

~~F. — If a Supplier or the Company has reason to believe that a Supplier may have failed to have complied with the guidelines set forth in this Code of Conduct, such Party shall contact the Company and identify with specificity the perceived failure. The Company shall contact the non-complying Supplier and the non-complying Supplier shall respond to, or meet with, the Company within fifteen (15) working days of the contact to address the matter, however the Company may require an immediate response based on the urgency of matter. If the matter is not satisfactorily resolved, a complaint may be filed by any Party with the Commission.~~

~~G. — These rules also apply to the Energy Option customers in Rate Areas 1, 2, and 3.~~

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