

AGENCY AGREEMENT

This Agreement, made effective and entered into this 1st day of January, 2019, by and between the following entities:

Black Hills Energy, Arkansas, Inc., d/b/a Black Hills Energy,
Black Hills Colorado Gas, L.L.C., d/b/a Black Hills Energy,
Black Hills/Colorado Electric Utility Company, L.P., d/b/a Black Hills Energy,
Rocky Mountain Natural Gas, LLC,
Black Hills/Iowa Gas Utility Company, LLC, d/b/a Black Hills Energy,
Black Hills/Kansas Gas Utility Company, LLC, d/b/a Black Hills Energy,
Black Hills Nebraska Gas, LLC, d/b/a Black Hills Energy,
Black Hills/Nebraska Gas Utility Company, LLC, d/b/a Black Hills Energy,
Black Hills Gas Distribution, LLC, d/b/a Black Hills Energy,
Black Hills Power, Inc., d/b/a Black Hills Energy,
Black Hills Shoshone Pipeline, LLC,
Cheyenne Light Fuel & Power Company, d/b/a Black Hills Energy,
Black Hills Northwest Wyoming Gas Utility Company, LLC, d/b/a Black Hills Energy, and
Black Hills Wyoming Gas, LLC, d/b/a Black Hills Energy.

hereinafter each entity listed above individually and collectively so long as each entity exists is referred to as “Principals,” and Black Hills Service Company, LLC, is hereinafter referred to as “Agent.”

WITNESSETH:

WHEREAS, the undersigned Principals desires to engage the services of Agent for the purpose of negotiating, administering, and performing under any and all of natural gas or electric

supply, natural gas or electric storage, and natural gas or electric transportation agreement(s) of Principals; and

WHEREAS, the undersigned Agent has agreed to act for the Principals for the purpose of negotiating, administering, and performing under any and all of the natural gas or electric supply, natural gas or electric storage, natural gas or electric transportation agreement(s) of Principals, gas or electric asset optimization information systems, and to take such other prudent and reasonable actions on behalf of Principal, either individually, in combination of Principals, or collectively;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

ARTICLE I APPOINTMENT OF AGENT

Principals hereby authorize and designate Agent as its agent for the purpose of negotiating, procuring natural gas supplies, acquiring or releasing interstate transportation and storage entitlement, acquiring and managing local distribution transportation and storage, nominating, performing gas accounting, resolving contract disputes, paying amounts due under the gas supply or transportation agreements, scheduling, monitoring daily deliveries, monitoring and resolving imbalances, including the payment of imbalance cash-out invoices, and transportation invoices and otherwise administering natural gas supply, natural gas storage, natural gas transportation agreement(s) and gas asset optimization information systems of Principals. Agent is authorized to take actions on behalf of Principals for the prudent management of its gas supply and transportation portfolios and other actions that each of the Principals would undertake for itself.

Subject to cost allocation and cost recovery provided under separate Service Agreements, and individual Cost Allocation Manuals between Black Hills Service Company and each of the Principals, Agent may enter into or continue to manage the gas supply, interstate transportation,

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distribution, or storage contracts in Agent's own name. Those agreements include, but are not limited to agreements with natural gas suppliers (i.e., under North American Energy Standards Board or NAESB agreements), interstate pipeline transportation and storage agreements, or other providers of natural gas services. Agent may take such actions as deemed by Agent to be reasonable and necessary, either in Agent's own name or in the name of the individual Principal, on behalf of the Principals, either individually or collectively.

As to Black Hills Nebraska Gas and Black Hills Wyoming Gas, the agency appointment provided herein shall commence and be effective upon the formation, filing and approval of those legal entities by the Secretary of State respectively for each entity.

The appointment of the agency authority granted hereunder will transfer to Black Hills Service Company, LLC ("BHSC" under a separate document upon the earlier of (a) the decision of Black Hills Colorado Gas, LLC, Black Hills Wyoming Gas, LLC, or Nebraska Gas, LLC transferring its gas supply, interstate pipeline transportation or storage agreements to BHSC, or (b) termination of BHGD as a corporate legal entity.

ARTICLE II LIMITATION ON AGENT'S AUTHORITY

Agent shall have all rights and authority to undertake actions on behalf of the Principals that are within the scope of the authorizations stated in Article I above. Principals appoints Agent to act as its general agent for the purposes outlines in Article I above or as otherwise deemed appropriate or necessary by Principle. This authority includes the right to contract in the name of agent and to charge or allocate the costs of the duties performed under the agreements to Principle. This Agency Agreement is subject further to a separate Service Agreement existing between Principle and Agent.

ARTICLE III

AGENT REPRESENTATIONS

Agent agrees to administer the duties described herein on behalf of Principals and to provide all notifications and to perform other required duties required under contracts, tariffs, or otherwise.

ARTICLE IV TERM

This Agreement shall be effective as of the date of first written above and shall continue in effect thereafter until terminated by either party with thirty (30) days prior written notice to the other party.

ARTICLE V CHOICE OF LAW

THIS AGREEMENT SHALL BE INTERPRETED, CONSTRUED, AND GOVERNED BY THE LAWS OF THE STATE OF SOUTH DAKOTA, NOTWITHSTANDING ANY CONFLICT OF LAWS PRINCIPLES OF SOUTH DAKOTA THAT MIGHT REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.


IN WITNESS WHEREOF, this Agreement has been duly executed by the parties on the date first above written.

PRINCIPALS:

BLACK HILLS ENERGY, ARKANSAS, INC., d/b/a BLACK HILLS ENERGY, BLACK HILLS COLORADO GAS, INC., d/b/a BLACK HILLS ENERGY, BLACK HILLS/COLORADO ELECTRIC UTILITY COMPANY, L.P., d/b/a BLACK HILLS ENERGY, ROCKY MOUNTAIN NATURAL GAS, LLC, BLACK HILLS/IOWA GAS UTILITY COMPANY, L.P., d/b/a BLACK HILLS ENERGY, BLACK HILLS/KANSAS GAS UTILITY COMPANY, L.P., d/b/a BLACK HILLS ENERGY, BLACK HILLS NEBRASKA GAS, INC. d/b/a BLACK HILLS ENERGY, BLACK HILLS/NEBRASKA GAS

UTILITY COMPANY, L.P., d/b/a BLACK HILLS ENERGY, BLACK HILLS GAS DISTRIBUTION, LLC, d/b/a BLACK HILLS ENERGY, BLACK HILLS POWER, INC., d/b/a BLACK HILLS ENERGY, BLACK HILLS SHOSHONE PIPELINE, LLC., CHEYENNE LIGHT, FUEL & POWER COMPANY, d/b/a BLACK HILLS ENERGY, BLACK HILLS NORTHWEST WYOMING GAS UTILITY COMPANY, LLC, d/b/a BLACK HILLS ENERGY and BLACK HILLS WYOMING GAS, INC. d/b/a BLACK HILLS ENERGY,

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By 
Ivan Vancas
Group Vice President, Natural Gas Utilities

**Address: 7001 Mt. Rushmore Road
Rapid City, SD 57702**

AGENT:

BLACK HILLS SERVICE COMPANY, LLC

By 
Jodi Culp
VP, Gas Asset Optimization

**Address: 1102 E. 1st Street
Papillion, NE 68046**