

**STATE OF SOUTH DAKOTA
GAS RATE SCHEDULE**

South Dakota Intrastate Pipeline Company
1415 North Airport Road
Pierre, SD 57501

SD P.U.C. Section 5
2nd Revised Sheet No. 8
Cancelling 1st Revised Sheet No. 8

13. Operational Notices. Transporter shall initiate and maintain communication with all Shippers regarding changes in operating conditions that may result in a decrease in Transporter's ability to transport Gas. These operating conditions include, but are not limited to scheduled or unscheduled maintenance, and nominations exceeding transportation capacity.
14. Penalty for Failure to Curtail or Interrupt. If Shipper fails to curtail or interrupt its use of Gas when requested to do so, Shipper shall be billed at \$50 per Dk of gas in excess of the volume of gas to which Shipper was requested to curtail or interrupt. Ninety-percent of the revenues received by Transporter under this penalty provision shall be credit to Firm Transportation Service Shipper monthly. Transporter, in its sole discretion, may shut off end-use customers' supply of gas in the event of end-use customers' failure to curtail or interrupt use of gas when requested to do so.
15. Force Majeure. If by reason of force majeure Transporter is rendered unable, wholly or in part, to carry out its transportation obligations, and if Transporter gives notice and reasonable particulars of such force majeure in writing or by facsimile or telephone to Shipper as soon as possible after the occurrence of the cause relied on, Transporter shall not be liable in damages during the continuance of any inability to transport Gas. Such causes or contingencies affecting the performance by Transporter shall not relieve it of liability in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner and within reasonable dispatch.
16. Lost & Unaccounted For Adjustment. Transporter shall calculate an L&U Percent on an annual basis to be filed with the SDPUC by November 1. The L&U Percent shall remain at the percentage last approved by SDPUC until such time as otherwise determined by SDPUC, at which point the new L&U Percent will be effective January 1 of the following year, or upon approval by the Commission. The percentage adjustment shall be used to determine the Final Delivery Quantity as described in Paragraph 10. The currently effective L&U Percent is 0.14%.

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Date Filed: April 23, 2021

Effective Date: May 5, 2021

Issued by Lisa A. Clement, Vice President-Chief Financial Officer

Docket No.: NG20-009

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SD P.U.C. Section 5
1st Revised Sheet No. 9
Cancelling Original Sheet No. 9

17. Responsibility for Gas. Shipper shall be in exclusive control and possession of Gas until such has been delivered to Transporter at Receipt Location and after such Gas has been redelivered to Delivery Locations by Transporter. Transporter shall be in exclusive control and possession of such gas while same is in System. The party which shall be in exclusive control and possession of such gas shall be responsible for all injury or damage caused thereby.

18. Hourly Variation. Deliveries shall be made at uniform hourly rates to the extent practicable. Transporter's obligation to deliver shall not exceed 1/16th of Shipper's nominated Delivery Quantity.

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