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FERC GAS TARIFF  
FIRST REVISED VOLUME NO. 1  
of  
EAST CHEYENNE GAS STORAGE, LLC  
Filed with the  
FEDERAL ENERGY REGULATORY COMMISSION

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**FERC GAS TARIFF  
FIRST REVISED VOLUME NO. 1  
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## PRELIMINARY STATEMENT

This First Revised Volume No. 1 of the FERC Gas Tariff of EAST CHEYENNE GAS STORAGE, LLC (“EAST CHEYENNE”) contains the Rate Statements, Rate Schedules and General Terms and Conditions applicable to open-access storage, hourly balancing, parking, wheeling, and loaning, services performed by EAST CHEYENNE through use of its facilities located in Colorado, pursuant to Rate Schedules FSS, NNSS, FPS, FLS, FHBS, EISS, EILS, EIWS, ISS, IHBS, IPS, IWS and ILS.

EAST CHEYENNE will charge and collect market-based rates for all of the services it performs. These market-based rates will cover all storage and storage-related transportation services EAST CHEYENNE renders.

EAST CHEYENNE is a limited liability company principally engaged in the business of storing and transporting natural gas in interstate commerce subject to the jurisdiction of the Federal Energy Regulatory Commission. The East Cheyenne gas storage facility is connected to the facilities of the following natural gas pipelines:

Rockies Express Pipeline LLC (future)  
Trailblazer Pipeline Company  
Tallgrass Interstate Gas Transmission, LLC (future)

Nothing in this FERC Gas Tariff is intended to inhibit the development of, or discriminate against the use of, imbalance management services provided by third parties or EAST CHEYENNE’s Customers. Any Party interested in providing imbalance management services must coordinate with EAST CHEYENNE.

## MAP OF SYSTEM

The Map of System may be displayed and downloaded at the Internet Web site below.

<http://www.gasnom.com/ip/eastcheyenne/map/>

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## FSS RATE STATEMENT - FIRM STORAGE SERVICE\*

	RATE	UNITS
Storage Reservation Charge	Market Based/ Negotiable	\$/Dth/Month

Payment shall be equal to the Storage Reservation Charge specified in Customer's executed Firm Storage Service Agreement multiplied by Customer's Maximum Storage Quantity.

Storage Injection Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Storage Injection Charge specified in Customer's executed Firm Storage Service Agreement multiplied by the Dth quantity Customer shall have delivered to EAST CHEYENNE for injection into storage for each Day during a given Month.

Storage Withdrawal Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Storage Withdrawal Charge specified in Customer's executed Firm Storage Service Agreement multiplied by the Dth quantity EAST CHEYENNE shall have withdrawn from storage for Customer's account for each Day during a given Month.

Authorized Overrun Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Authorized Overrun Charge specified in Customer's executed Firm Storage Service Agreement multiplied by the Dth quantity stored in EAST CHEYENNE's Facility by Customer as overrun Gas in excess of MSQ during a given month.

Excess Injection Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Excess Injection Charge specified in Customer's executed Firm Storage Service Agreement multiplied by the Dth quantity EAST CHEYENNE shall have injected into storage for Customer's account as Excess Injection Gas for each Day during a given Month.

Excess Withdrawal Charge	Market Based/ Negotiable	\$/Dth
--------------------------	-----------------------------	--------

Payment shall be equal to the Excess Withdrawal Charge specified in Customer's executed Firm Storage Service Agreement multiplied by the Dth quantity EAST CHEYENNE shall have withdrawn from storage for Customer's account as Excess Withdrawal Gas for each Day during a given Month.

Fuel  
Reimbursement

Market Based/  
Negotiable

In Kind %

This amount of Gas shall be reimbursed by Customer in kind, as determined pursuant to the General Terms and Conditions of this FERC Gas Tariff and the Customer's executed Firm Storage Service Agreement.

Title Transfer  
Charge

Market Based/  
Negotiable

\$/Dth

Payment shall be equal to the Title Transfer Charge specified in the Customer's executed Firm Storage Service Agreement multiplied by the Dth quantity transferred by Customer pursuant to Section 19 of the General Terms and Conditions during a given month.

In addition to the charges specified above, Customer shall pay all applicable taxes set forth in either the General Terms and Conditions of this FERC Gas Tariff or the Firm Storage Service Agreement and all other applicable surcharges, including, but not limited to, ACA charges.

\*All quantities of Gas are measured in Dekatherms (Dth).

NSS RATE STATEMENT - NO-NOTICE STORAGE SERVICE\*

	RATE	UNITS
No-Notice Reservation Charge	Market Based/ Negotiable	\$/Dth/Month

Payment shall be equal to the No-Notice Reservation Charge specified in Customer's No-Notice Storage Service Agreement multiplied by Customer's No-Notice Maximum Daily Quantity.

Note: The above No-Notice Reservation Charge is in addition to applicable charges under Rate Schedule FSS pursuant to Customer's Firm Storage Service Agreement.

In addition to the charges specified above, Customer shall pay all applicable taxes set forth in either the General Terms and Conditions of this FERC Gas Tariff or the No-Notice Storage Service Agreement and all other applicable surcharges, including, but not limited to, ACA charges.

\*All quantities of Gas are measured in Dekatherms (Dth).

## FPS RATE STATEMENT - FIRM PARKING SERVICE\*

	RATE	UNITS
Firm Parking Reservation Charge	Market Based/ Negotiable	\$/Dth/Month

Payment shall be equal to the Firm Parking Reservation Charge specified in Customer's executed Firm Parking Service Agreement multiplied by Customer's Maximum Parking Quantity.

Firm Parking Injection Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Firm Parking Injection Charge specified in Customer's executed Firm Parking Service Agreement multiplied by the Dth quantity Customer shall have delivered to EAST CHEYENNE for injection into storage for each Day during a given Month.

Firm Parking Withdrawal Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Firm Parking Withdrawal Charge specified in Customer's executed Firm Parking Service Agreement multiplied by the Dth quantity EAST CHEYENNE shall have withdrawn from storage for Customer's account for each Day during a given Month.

Authorized Overrun Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Authorized Overrun Charge specified in Customer's executed Firm Parking Service Agreement multiplied by the Dth quantity stored in EAST CHEYENNE's Facility by Customer as overrun Gas in excess of MPQ during a given month.

Excess Injection Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Excess Injection Charge specified in Customer's executed Firm Parking Service Agreement multiplied by the Dth quantity EAST CHEYENNE shall have injected into storage for Customer's account as Excess Injection Gas for each Day during a given Month.

Excess Withdrawal Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Excess Withdrawal Charge specified in Customer's executed Firm Parking Service Agreement multiplied by the Dth quantity EAST CHEYENNE shall have withdrawn from storage for Customer's account as Excess Withdrawal Gas for each Day during a given Month.

Fuel  
Reimbursement

Market Based/  
Negotiable

In Kind %

This amount of Gas shall be reimbursed by Customer in kind, as determined pursuant to the General Terms and Conditions of this FERC Gas Tariff and the Customer's executed Firm Parking Service Agreement.

Title Transfer  
Charge

Market Based/  
Negotiable

\$/Dth

Payment shall be equal to the Title Transfer Charge specified in the Customer's executed Firm Parking Service Agreement multiplied by the Dth quantity transferred by Customer pursuant to Section 19 of the General Terms and Conditions during a given month.

In addition to the charges specified above, Customer shall pay all applicable taxes set forth in either the General Terms and Conditions of this FERC Gas Tariff or the Firm Parking Service Agreement and all other applicable surcharges, including, but not limited to, ACA charges.

\*All quantities of Gas are measured in Dekatherms (Dth).



## FLS RATE STATEMENT - FIRM LOAN SERVICE\*

	RATE	UNITS
Firm Loan Reservation Charge	Market Based/ Negotiable	\$/Dth/Month

Payment shall be equal to the Firm Loan Reservation Charge specified in Customer's executed Firm Loan Service Agreement multiplied by Customer's Maximum Loan Quantity.

Firm Loan Injection Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Firm Loan Injection Charge specified in Customer's executed Firm Loan Service Agreement multiplied by the Dth quantity Customer shall have delivered to EAST CHEYENNE for injection into storage for each Day during a given Month.

Firm Loan Withdrawal Charge	Market Based/ Negotiable	\$/Dth
--------------------------------	-----------------------------	--------

Payment shall be equal to the Firm Loan Withdrawal Charge specified in Customer's executed Firm Loan Service Agreement multiplied by the Dth quantity EAST CHEYENNE shall have withdrawn from storage for Customer's account for each Day during a given Month.

Authorized Overrun Charge Negotiable	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Authorized Overrun Charge specified in Customer's executed Firm Loan Service Agreement multiplied by the Dth quantity loaned by EAST CHEYENNE to Customer as overrun Gas in excess of MLQ during a given month.

Excess Injection Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Excess Injection Charge specified in Customer's executed Firm Loan Service Agreement multiplied by the Dth quantity EAST CHEYENNE shall have injected into storage for Customer's account as Excess Injection Gas for each Day during a given Month.

Excess Withdrawal Charge	Market Based/ Negotiable	\$/Dth
-----------------------------	-----------------------------	--------

Payment shall be equal to the Excess Withdrawal Charge specified in Customer's executed Firm Loan Service Agreement multiplied by the Dth quantity EAST CHEYENNE shall have withdrawn from storage for Customer's account as Excess Withdrawal Gas for each Day during a given Month.

Fuel  
Reimbursement

Market Based/  
Negotiable

In Kind %

This amount of Gas shall be reimbursed by Customer in kind, as determined pursuant to the General Terms and Conditions of this FERC Gas Tariff and the Customer's executed Firm Loan Service Agreement.

Title Transfer  
Charge

Market Based/  
Negotiable

\$/Dth

Payment shall be equal to the Title Transfer Charge specified in the Customer's executed Firm Loan Service Agreement multiplied by the Dth quantity transferred by Customer pursuant to Section 19 of the General Terms and Conditions during a given month.

In addition to the charges specified above, Customer shall pay all applicable taxes set forth in either the General Terms and Conditions of this FERC Gas Tariff or the Firm Loan Service Agreement and all other applicable surcharges, including, but not limited to, ACA charges.

\*All quantities of Gas are measured in Dekatherms (Dth).

## FHBS RATE STATEMENT - FIRM HOURLY BALANCING SERVICE\*

	RATE	UNITS
FHBS Storage Reservation Charge	Market Based/ Negotiable	\$/Dth/Month

Payment shall be equal to the FHBS Storage Reservation Charge specified in Customer's executed Firm Hourly Balancing Service Agreement multiplied by Customer's Maximum Storage Quantity.

Firm Hourly Balancing Reservation Charge	Market Based/ Negotiable	\$/Dth/Month
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Payment shall be equal to the Firm Hourly Balancing Reservation Charge specified in Customer's executed Firm Hourly Balancing Service Agreement multiplied by Customer's Maximum Hourly FHBS Quantity.

Storage Injection Charge Negotiable	Market Based/	\$/Dth
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Payment shall be equal to the Storage Injection Charge specified in Customer's executed Firm Hourly Balancing Service Agreement multiplied by the Dth quantity Customer shall have delivered to EAST CHEYENNE for injection into storage for each Day during a given Month.

Storage Withdrawal Charge	Market Based/ Negotiable	\$/Dth
---------------------------	-----------------------------	--------

Payment shall be equal to the Storage Withdrawal Charge specified in Customer's executed Firm Hourly Balancing Service Agreement multiplied by the Dth quantity EAST CHEYENNE shall have withdrawn from storage for Customer's account for each Day during a given Month.

Authorized Overrun Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Authorized Overrun Charge specified in Customer's executed Firm Hourly Balancing Service Agreement multiplied by the Dth quantity stored in EAST CHEYENNE's Facility by Customer as overrun Gas in excess of MSQ during a given month.

Excess Injection Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Excess Injection Charge specified in Customer's executed Firm Hourly Balancing Service Agreement multiplied by the Dth quantity EAST CHEYENNE shall have injected into storage for Customer's account as Excess Injection Gas for each Day during a given Month.

Excess Withdrawal  
Charge

Market Based/  
Negotiable

\$/Dth

Payment shall be equal to the Excess Withdrawal Charge specified in Customer’s executed Firm Hourly Balancing Service Agreement multiplied by the Dth quantity EAST CHEYENNE shall have withdrawn from storage for Customer’s account as Excess Withdrawal Gas for each Day during a given Month.

Fuel  
Reimbursement

Market Based/  
Negotiable

In Kind %

This amount of Gas shall be reimbursed by Customer in kind, as determined pursuant to the General Terms and Conditions of this FERC Gas Tariff and the Customer’s executed Interruptible Hourly Balancing Service Agreement.

Title Transfer  
Charge

Market Based/  
Negotiable

\$/Dth

Payment shall be equal to the Title Transfer Charge specified in the Customer’s executed Firm Hourly Balancing Service Agreement multiplied by the Dth quantity transferred by Customer pursuant to Section 19 of the General Terms and Conditions during a given month.

In addition to the charges specified above, Customer shall pay all applicable taxes set forth in either the General Terms and Conditions of this FERC Gas Tariff or the Firm Hourly Balancing Service Agreement and all other applicable surcharges, including, but not limited to, ACA charges.

\* All quantities of Gas are measured in Dekatherms (Dth).

## EISS RATE STATEMENT – ENHANCED INTERRUPTIBLE STORAGE SERVICE\*

	RATE	UNITS
Enhanced Interruptible Storage Charge	Market Based/ Negotiable	\$/Dth/Month

Payment shall be equal to the Enhanced Interruptible Storage Charge specified in Customer's executed Hub Services Agreement multiplied by Customer's Maximum Storage Quantity.

Enhanced Interruptible Storage Injection Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Enhanced Interruptible Storage Injection Charge specified in Customer's executed Hub Services Agreement multiplied by the Dth quantity Customer shall have delivered to EAST CHEYENNE for injection into storage for each Day during a given Month.

Enhanced Interruptible Storage Withdrawal Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Enhanced Interruptible Storage Withdrawal Charge specified in Customer's executed Hub Services Agreement multiplied by the Dth quantity EAST CHEYENNE shall have withdrawn from storage for Customer's account for each Day during a given Month.

Fuel Reimbursement	Market Based/ Negotiable	In Kind %
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This amount of Gas shall be reimbursed by Customer in kind, as determined pursuant to the General Terms and Conditions of this FERC Gas Tariff and the Customer's executed Hub Services Agreement.

Title Transfer Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Title Transfer Charge specified in the Customer's executed Hub Services Agreement multiplied by the Dth quantity transferred by Customer pursuant to Section 19 of the General Terms and Conditions during a given month.

In addition to the charges specified above, Customer shall pay all applicable taxes set forth in either the General Terms and Conditions of this FERC Gas Tariff or the Hub Services Agreement and all other applicable surcharges, including, but not limited to, ACA charges.

\* All quantities of Gas are measured in Dekatherms (Dth).

## EILS RATE STATEMENT – ENHANCED INTERRUPTIBLE LOAN SERVICE\*

	RATE	UNITS
Enhanced Interruptible Loan Charge	Market Based/ Negotiable	\$/Dth/Month

Payment shall be equal to the Enhanced Interruptible Loan Charge specified in Customer's executed Hub Services Agreement multiplied by Customer's Maximum Loan Quantity.

Enhanced Interruptible Loan Injection Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Enhanced Interruptible Loan Injection Charge specified in Customer's executed Hub Services Agreement multiplied by the Dth quantity Customer shall have delivered to EAST CHEYENNE for injection into storage for each Day during a given Month.

Enhanced Interruptible Loan Withdrawal Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Enhanced Interruptible Loan Withdrawal Charge specified in Customer's executed Hub Services Agreement multiplied by the Dth quantity EAST CHEYENNE shall have withdrawn from storage for Customer's account for each Day during a given Month.

Fuel Reimbursement	Market Based/ Negotiable	In Kind %
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This amount of Gas shall be reimbursed by Customer in kind, as determined pursuant to the General Terms and Conditions of this FERC Gas Tariff and the Customer's executed Hub Services Agreement.

Title Transfer Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Title Transfer Charge specified in the Customer's executed Hub Services Agreement multiplied by the Dth quantity transferred by Customer pursuant to Section 19 of the General Terms and Conditions during a given month.

In addition to the charges specified above, Customer shall pay all applicable taxes set forth in either the General Terms and Conditions of this FERC Gas Tariff or the Hub Services Agreement and all other applicable surcharges, including, but not limited to, ACA charges.

\* All quantities of Gas are measured in Dekatherms (Dth).

EIWS RATE STATEMENT – ENHANCED INTERRUPTIBLE WHEELING SERVICE\*

	RATE	UNITS
Enhanced Interruptible Wheeling Charge	Market Based/ Negotiable	\$/Dth/Month

Payment shall be equal to the Enhanced Interruptible Wheeling Charge specified in Customer’s executed Hub Services Agreement multiplied by Customer’s Maximum Daily Wheeling Quantity.

Enhanced Interruptible Wheeling Commodity Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Enhanced Interruptible Wheeling Commodity Charge multiplied by the Dth quantity EAST CHEYENNE shall have wheeled for Customer during a given invoice period, as specified in executed Hub Services Agreement.

Fuel Reimbursement	Market Based/ Negotiable	In Kind %
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This amount of Gas shall be reimbursed by Customer in kind, as determined pursuant to the General Terms and Conditions of this FERC Gas Tariff and the Customer’s executed Hub Services Agreement.

In addition to the charges specified above, Customer shall pay all applicable taxes set forth in either the General Terms and Conditions of this FERC Gas Tariff or the Hub Services Agreement and all other applicable surcharges, including, but not limited to, ACA charges.

\* All quantities of Gas are measured in Dekatherms (Dth).

## ISS RATE STATEMENT - INTERRUPTIBLE STORAGE SERVICE\*

	RATE	UNITS
Storage Inventory Charge	Market Based/ Negotiable	\$/Dth

Payment shall be equal to the Storage Inventory Charge specified in Customer's executed Interruptible Storage Service Agreement multiplied by the Dth quantity of Customer's Storage Inventory at the end of each Day, such amounts summed for all Days in a given Month.

Storage Injection Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Storage Injection Charge specified in Customer's executed Interruptible Storage Service Agreement multiplied by the Dth quantity Customer shall have delivered to EAST CHEYENNE for injection into storage for each Day during a given Month.

Storage Withdrawal Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Storage Withdrawal Charge specified in Customer's executed Interruptible Storage Service Agreement multiplied by the Dth quantity EAST CHEYENNE shall have withdrawn from storage for Customer's account for each Day during a given Month.

Fuel Reimbursement	Market Based/ Negotiable	In Kind %
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This amount of Gas shall be reimbursed by Customer in kind, as determined pursuant to the General Terms and Conditions of this FERC Gas Tariff and the Customer's executed Interruptible Storage Service Agreement.

Title Transfer Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Title Transfer Charge specified in the Customer's executed Interruptible Storage Service Agreement multiplied by the Dth quantity transferred by Customer pursuant to Section 19 of the General Terms and Conditions during a given month.

In addition to the charges specified above, Customer shall pay all applicable taxes set forth in either the General Terms and Conditions of this FERC Gas Tariff or the Interruptible Storage Service Agreement and all other applicable surcharges, including, but not limited to, ACA charges.

\* All quantities of Gas are measured in Dekatherms (Dth).



## IHBS RATE STATEMENT - INTERRUPTIBLE HOURLY BALANCING SERVICE\*

	RATE	UNITS
Hourly Balancing Charge	Market Based/ Negotiable	\$/Dth

Payment shall be equal to the Hourly Balancing Charge specified in Customer's executed Interruptible Hourly Balancing Service Agreement multiplied by the Dth of Customer's hourly balancing quantity, such amounts summed for all hours in a given Month.

Storage Inventory Charge	Market Based/ Negotiable	\$/Dth
--------------------------	-----------------------------	--------

Payment shall be equal to the Storage Inventory Charge specified in Customer's executed Interruptible Hourly Balancing Service Agreement multiplied by the Dth quantity of Customer's Storage Inventory at the end of each Day, such amounts summed for all Days in a given Month.

Storage Injection Charge	Market Based/ Negotiable	\$/Dth
--------------------------	-----------------------------	--------

Payment shall be equal to the Storage Injection Charge specified in Customer's executed Interruptible Hourly Balancing Service Agreement multiplied by the Dth quantity Customer shall have delivered to EAST CHEYENNE for injection into storage for each Day during a given Month.

Storage Withdrawal Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Storage Withdrawal Charge specified in Customer's executed Interruptible Hourly Balancing Service Agreement multiplied by the Dth quantity EAST CHEYENNE shall have withdrawn from storage for Customer's account for each Day during a given Month.

Fuel Reimbursement	Market Based/ Negotiable	In Kind %
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This amount of Gas shall be reimbursed by Customer in kind, as determined pursuant to the General Terms and Conditions of this FERC Gas Tariff and the Customer's executed Interruptible Hourly Balancing Service Agreement.

Title Transfer Charge	Market Based/ Negotiable	\$/Dth
-----------------------	-----------------------------	--------

Payment shall be equal to the Title Transfer Charge specified in the Customer's executed Interruptible Hourly Balancing Service Agreement multiplied by the Dth quantity transferred by Customer pursuant to Section 19 of the General Terms and Conditions during a given month.

In addition to the charges specified above, Customer shall pay all applicable taxes set forth in either the General Terms and Conditions of this FERC Gas Tariff or the Interruptible Hourly Balancing Service Agreement and all other applicable surcharges, including, but not limited to, ACA charges.

\* All quantities of Gas are measured in Dekatherms (Dth).

## IPS RATE STATEMENT - INTERRUPTIBLE PARKING SERVICE

	RATE	UNITS
Interruptible Parking Charge	Market Based/ Negotiable	\$/Dth
Interruptible Parking Injection Charge	Market Based/ Negotiable	\$/Dth
Interruptible Parking Withdrawal Charge	Market Based/ Negotiable	\$/Dth

Payment shall be equal to the Interruptible Parking Charge multiplied by the Dth quantity of Customer's Park Balance at the end of each Day, such amounts summed for all Days in a given Month, plus the Interruptible Parking Injection Charge multiplied by the quantity injected, plus the Interruptible Parking Withdrawal Charge multiplied by the quantity withdrawn, as applicable and specified in the Customer's Hub Services Agreement.

Fuel Reimbursement	Market Based/ Negotiable	In Kind %
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This amount of Gas shall be reimbursed by Customer in kind, as determined pursuant to the General Terms and Conditions of this FERC Gas Tariff and Customer's Hub Services Agreement.

Title Transfer Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Title Transfer Charge specified in the Customer's executed Hub Services Agreement multiplied by the Dth quantity transferred by Customer pursuant to Section 19 of the General Terms and Conditions during a given month.

In addition to the charges specified above, Customer shall pay all applicable taxes set forth in either the General Terms and Conditions of this FERC Gas Tariff or the Hub Services Agreement and all other applicable surcharges, including, but not limited to, ACA charges.

\* All quantities of Gas are measured in Dekatherms (Dth).

IWS RATE STATEMENT - INTERRUPTIBLE WHEELING SERVICE\*

	RATE	UNITS
Interruptible Wheeling Charge	Market Based/ Negotiable	\$/Dth

Payment shall be equal to the Interruptible Wheeling Charge multiplied by the Dth quantity EAST CHEYENNE shall have wheeled for Customer during a given invoice period, as specified in the Customer's Hub Services Agreement.

Fuel Reimbursement	Market Based/ Negotiable	In Kind %
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This amount of Gas shall be reimbursed by Customer in kind, as determined pursuant to the General Terms and Conditions of this FERC Gas Tariff and the Customer's Hub Services Agreement.

In addition to the charges specified above, Customer shall pay all applicable taxes set forth in either the General Terms and Conditions of this FERC Gas Tariff or the Hub Services Agreement and all other applicable surcharges, including, but not limited to, ACA charges.

\* All quantities of Gas are measured in Dekatherms (Dth).

ILS RATE STATEMENT - INTERRUPTIBLE LOAN SERVICE\*

	RATE	UNITS
Interruptible Loan Charge	Market Based/ Negotiable	\$/Dth
Interruptible Loan Injection Charge	Market Based/ Negotiable	\$/Dth
Interruptible Loan Withdrawal Charge	Market Based/ Negotiable	\$/Dth

Payment shall be equal to the Interruptible Loan Charge multiplied by the Dth quantity of Customer's Loan Balance at the end of each Day, such amounts summed for all Days in a given Month, plus the Interruptible Loan Injection Charge multiplied by the quantity EAST CHEYENNE shall have injected for Customer's account, plus the Interruptible Loan Withdrawal Charge multiplied by the quantity EAST CHEYENNE shall have withdrawn for Customer's account, as applicable and specified in the Customer's Hub Services Agreement.

Fuel Reimbursement	Market Based/ Negotiable	In Kind %
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This amount of Gas shall be reimbursed by Customer in kind, as determined pursuant to the General Terms and Conditions of this FERC Gas Tariff and the Customer's Hub Services Agreement.

Title Transfer Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Title Transfer Charge specified in the Customer's executed Hub Services Agreement multiplied by the Dth quantity transferred by Customer pursuant to Section 19 of the General Terms and Conditions during a given month.

In addition to the charges specified above, Customer shall pay all applicable taxes set forth in either the General Terms and Conditions of this FERC Gas Tariff or the Hub Services Agreement and all other applicable surcharges, including, but not limited to, ACA charges.

\* All quantities of Gas are measured in Dekatherms (Dth).

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**FSS RATE SCHEDULE  
FIRM STORAGE SERVICE**

1. AVAILABILITY

This Rate Schedule is available to any Customer for the purchase of firm storage service (“FSS”) from EAST CHEYENNE, provided that:

(a) EAST CHEYENNE has determined that it has sufficient operationally available and uncommitted firm storage capacity and injection and withdrawal capacity to perform the service Customer has requested;

(b) Customer and EAST CHEYENNE have executed a Firm Storage Service Agreement under this Rate Schedule;

(c) Customer accepts responsibility for arranging any transportation service required for utilization of the storage service provided under this Rate Schedule;

(d) Availability of service under this Rate Schedule shall be subject to a determination by EAST CHEYENNE that its performance of the service requested hereunder shall not cause a reduction in EAST CHEYENNE’s ability to provide Firm Storage Services under currently effective Storage Service Agreements; and

(e) Service under this Rate Schedule may not be available to the extent that EAST CHEYENNE would be required to construct, modify, expand or acquire any facilities to enable EAST CHEYENNE to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all firm storage service rendered by EAST CHEYENNE to Customer through use of EAST CHEYENNE’s Facility pursuant to an executed Firm Storage Service Agreement.

2.1 Firm Storage Service rendered to Customer under this Rate Schedule shall consist of:

(a) Receipt on any Day of Customer’s Gas per Customer’s nomination up to Customer’s Maximum Daily Injection Quantity (“MDIQ”) and Maximum Daily Receipt Quantity (“MDRQ”) as stated in the executed Firm Storage Service Agreement, plus Fuel Reimbursement, at the Point(s) of Receipt and the injection of Gas so received into storage, provided Customer’s Storage Inventory has not exceeded Customer’s Maximum Storage Quantity;

(b) The storage of Gas in amounts up to Customer’s firm Maximum Storage Quantity (“MSQ”); and

(c) The withdrawal from storage on any Day of Customer’s Gas per Customer’s nomination up to Customer’s Maximum Daily Withdrawal Quantity (“MDWQ”) and Maximum Daily Delivery Quantity (“MDDQ”) as stated in Customer’s

executed Firm Storage Service Agreement, less Fuel Reimbursement, and the delivery of such Gas to the Point(s) of Delivery, provided that Customer has a quantity of Gas in Customer's firm Storage Inventory not less than the quantity Customer shall have nominated for withdrawal on such Day.

- (d) A Customer may be required to withdraw Gas held in storage pursuant to Customer's Storage Service Agreement for Interruptible service or the Customer's Hub Services Agreement, or to provide Gas to EAST CHEYENNE, should such capacity or quantities be required by a Firm Storage Service.

2.2 Provided that the receipt of Gas from Customer and the injection of such Gas into storage can be accomplished by EAST CHEYENNE without detriment to EAST CHEYENNE's facilities and/or EAST CHEYENNE's ability to meet its firm obligations to other Customers, EAST CHEYENNE may, upon Customer's request and after confirmation by Customer's Transporter, schedule and inject on an Interruptible basis quantities of Gas in excess of Customer's MDIQ, provided that Customer's firm Storage Inventory has not exceeded Customer's MSQ or Storage Overrun Quantity, as applicable. Such excess quantities shall be deemed to be "Excess Injection Gas."

2.3 Provided that such withdrawal of Gas from storage and delivery of such Gas to Customer can be accomplished by EAST CHEYENNE without detriment to EAST CHEYENNE's facilities and/or EAST CHEYENNE's ability to meet its firm obligations to other Customers, EAST CHEYENNE may, upon Customer's request and after confirmation by Customer's Transporter, schedule and withdraw on an Interruptible basis quantities of Gas in excess of Customer's MDWQ, provided that Customer has a quantity of Gas in Customer's firm Storage Inventory not less than the quantities Customer shall have nominated for withdrawal on such Day. Such excess quantities shall be deemed to be "Excess Withdrawal Gas."

### 3. OVERRUN SERVICE

3.1 Customer may submit a nomination for injections in excess of its MDIQ ("Excess Injection Gas"), withdrawals in excess of its MDWQ ("Excess Withdrawal Gas") or storage in excess of its MSQ up to Customer's Storage Overrun Quantity ("Authorized Overrun Service"). In the event that Customer makes such a nomination, EAST CHEYENNE will schedule and confirm (i) the request to the extent that additional flexibility exists during the time period of the request in accordance with Section 5.2 of the General Terms and Conditions, and (ii) using reasonable discretion, that EAST CHEYENNE can accommodate the request without detriment to EAST CHEYENNE's Facility and/or EAST CHEYENNE's ability to meet its higher priority service obligations to other Customers.

3.2 EAST CHEYENNE shall have the right to interrupt all or part of these Authorized Overrun Quantities nominated as the operation of its facilities may require in EAST CHEYENNE's reasonable judgment, subject to Section 5 of the General Terms and Conditions of this Tariff. To the extent storage capacity which is being utilized as Authorized Overrun Service under this Section 3 is needed by EAST CHEYENNE in order to satisfy EAST CHEYENNE's obligations to higher priority service Customers or to meet system needs, EAST CHEYENNE shall require Customer to withdraw all, or any portion of, the Gas quantities held in storage by EAST CHEYENNE for the account of Customer pursuant to this Section 3, as specified by EAST CHEYENNE. Unless EAST CHEYENNE otherwise agrees, Customer shall be required to make ratable withdrawals. If Customer fails to withdraw such Authorized Overrun Quantity, then EAST



CHEYENNE may take, free and clear of any adverse claims, title to such Authorized Overrun Quantity as Customer was instructed to withdraw. EAST CHEYENNE's notice to Customer may be given orally, but shall be confirmed in writing via e-mail or facsimile to the Customer.

3.3 In the event that EAST CHEYENNE retains and takes title to any of Customer's Gas pursuant to this Section 3, EAST CHEYENNE shall dispose of such Authorized Overrun Quantity by auction and credit the value of such Gas, net of any costs incurred by EAST CHEYENNE to take title to and/or resell such Gas, in accordance with the provisions of Section 31 of the General Terms and Conditions of this FERC Gas Tariff, less Authorized Overrun Charges for the period from the first day following the date Customer was required to complete the withdrawal until the inventory is sold to the highest bidder and any applicable Fuel Reimbursement charges, Withdrawal Charges and any administrative costs incurred by EAST CHEYENNE to conduct the auction. Such Authorized Overrun Charges shall be calculated by multiplying the Authorized Overrun Charge in effect on the required withdrawal date by the quantity of Storage Inventory sold at auction.

#### 4. RATES AND CHARGES

Customer shall pay rates and charges for Firm Storage Service under this Rate Schedule including the applicable storage rate components set forth in the FSS Rate Statement and as described below:

- (a) Storage Reservation Charge. A Monthly charge for each Dth of Customer's MSQ.
- (b) Storage Injection Charge. A usage charge for each Dth of Customer's Gas injected into EAST CHEYENNE's facilities pursuant to Section 2.1(a) of this Rate Schedule for each Day during a given Month.
- (c) Storage Withdrawal Charge. A usage charge for each Dth of Customer's Gas withdrawn from EAST CHEYENNE's facilities pursuant to Section 2.1(c) of this Rate Schedule for each Day during a given Month.
- (d) Authorized Overrun Charge. A usage charge for each Dth stored in excess of Customer's MSQ per given Month pursuant to Section 3 of this Rate Schedule.
- (e) Excess Injection Charge. A usage charge for each Dth of Excess Injection Gas injected into EAST CHEYENNE's facilities pursuant to Section 2.2 of this Rate Schedule for each Day during a given Month.
- (f) Excess Withdrawal Charge. A usage charge for each Dth of Excess Withdrawal Gas withdrawn from EAST CHEYENNE's facilities pursuant to Section 2.3 of this Rate Schedule for each Day during a given Month.
- (g) Fuel Reimbursement. The amount of Gas for fuel and losses determined in accordance with Section 18 of the General Terms and Conditions of this FERC Gas Tariff and set forth in Customer's Firm Storage Service Agreement.

(h) Regulatory Fees and Charges. Customer shall reimburse EAST CHEYENNE for all fees and charges, as required by the Commission or any other regulatory body, that are related to service provided under this Rate Schedule, as set forth in Customer's Firm Storage Service Agreement.

(i) Taxes. Customer shall reimburse EAST CHEYENNE for all applicable taxes as may be assessed EAST CHEYENNE, as set forth in Section 14 of the General Terms and Conditions of this FERC Gas Tariff and in Customer's Firm Storage Service Agreement.

## 5. INVOICE

Each invoice for Firm Storage Service under this Rate Schedule shall reflect the applicable charges set forth under Section 4 of this Rate Schedule, at rates set forth in Customer's Firm Storage Service Agreement.

## 6. TERM

The term for service under this Rate Schedule shall be as set forth in the executed Firm Storage Service Agreement.

## 7. AUTHORIZATION, RATES, TERMS AND CHANGES

7.1 The Firm Storage Service Agreement and the respective obligations of the Parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by FERC, and any state or local governmental agency having jurisdiction, of requisite authorization for EAST CHEYENNE to provide the storage service contemplated hereby and to construct and operate the facilities necessary to provide such service and for any connected pipeline to transport Gas to/from the Point(s) of Receipt/Delivery necessary to effect the service provided for herein.

7.2 EAST CHEYENNE shall have the right to propose to FERC or any other governing regulatory body such changes in its rates and terms of service as it deems necessary, and the Firm Storage Service Agreement executed by the Parties shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Customer's right to protest the same; provided, however, that any market-based rates negotiated between EAST CHEYENNE and its Customer(s) shall remain in effect during the term(s) of the Firm Storage Service Agreement(s) specifying such rates.

## 8. CURTAILMENT

If, due to an emergency situation or when unexpected capacity loss occurs after scheduling, EAST CHEYENNE's capability to receive, store, or deliver quantities of Gas is impaired so that EAST CHEYENNE is unable to receive, store, or deliver the quantities provided for in its Storage Service Agreements with Customers for Firm Storage Services, then capacity, withdrawals and/or injections will be allocated according to the priority of service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

## 9. EXPIRATION OF TERM

9.1 At least ninety (90) Days prior to the expiration of any primary term or renewed term of Customer's Firm Storage Service Agreement, EAST CHEYENNE and Customer shall either agree on mutually acceptable terms by which EAST CHEYENNE shall cash out the Storage Inventory or store the Storage Inventory under the provisions of Rate Schedule ISS, or, if EAST CHEYENNE and Customer fail to agree on such mutually acceptable terms, Customer must physically withdraw the Storage Inventory before the end of the contract term. If, by midnight on the last Day of the contract term, Customer has failed to withdraw such Storage Inventory, then, at EAST CHEYENNE'S option, and upon forty-eight (48) hours' notice, EAST CHEYENNE will store such Storage Inventory under the provisions of Rate Schedule ISS or EAST CHEYENNE may take, free and clear of any adverse claims or obligation to Customer, title to such Storage Inventory; provided, however, that if Customer was unable to withdraw its Storage Inventory due to an interruption of Customer's withdrawal service during the last ten (10) Days before termination, Customer shall be allowed an additional number of days, corresponding to the period of interruption of its withdrawal service to withdraw its Storage Inventory following the end of the contract term.

9.2 In the event that EAST CHEYENNE retains and takes title to any of Customer's Gas pursuant to this Section 9, EAST CHEYENNE shall dispose of such Gas by auction and shall credit the net proceeds received from such auction in accordance with the provisions of Section 31 of the General Terms and Conditions of this FERC Gas Tariff.

## 10. STORAGE RATCHETS

Customer's MDIQ and MDWQ under its executed Firm Storage Service Agreement may be subject to reduction based on the level of Customer's Storage Inventory pursuant to ratchets. EAST CHEYENNE and Customer may mutually agree to storage injection and withdrawal ratchets on a non-discriminatory basis. Ratchet options are set forth in Exhibit A to the Firm Storage Service Agreement.

## 11. GENERAL TERMS AND CONDITIONS

Applicable provisions of the General Terms and Conditions of this FERC Gas Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this FSS Rate Schedule, where applicable, and shall supplement the terms and conditions governing service rendered hereunder, as though stated herein; provided, however, that in the event of any inconsistency, the terms of this FSS Rate Schedule shall control.

**NNSS RATE SCHEDULE  
NO-NOTICE STORAGE SERVICE**

1. AVAILABILITY

This Rate Schedule is available to any Customer for the purchase of firm no-notice storage service (“NNSS”) from EAST CHEYENNE, provided that:

(a) EAST CHEYENNE has determined that it has sufficient operationally available and uncommitted firm storage capacity and injection and withdrawal capacity to perform the no-notice service Customer has requested;

(b) Customer and EAST CHEYENNE have executed a No-Notice Storage Service Agreement under this Rate Schedule;

(c) Customer and EAST CHEYENNE have executed a Firm Storage Service Agreement under Rate Schedule FSS of this FERC Gas Tariff;

(d) Customer accepts responsibility for arranging any transportation service required for utilization of the storage service provided under this Rate Schedule, including making any necessary arrangements with pipeline Transporter(s) for Customer to utilize no-notice service at one or more delivery points on the Transporter’s (s’) pipeline system(s) (any such arrangements for utilization of no-notice service must be acceptable to EAST CHEYENNE, in its reasonable judgment);

(e) Availability of service under this Rate Schedule shall be subject to a determination by EAST CHEYENNE that its performance of the service requested hereunder shall not cause a reduction in EAST CHEYENNE’s ability to provide Firm Storage Services under currently effective Storage Service Agreements; and

(f) Service under this Rate Schedule may not be available to the extent that EAST CHEYENNE would be required to construct, modify, expand or acquire any facilities to enable EAST CHEYENNE to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all no-notice service rendered by EAST CHEYENNE to Customer through use of EAST CHEYENNE’s Facility pursuant to an executed No-Notice Storage Service Agreement. No-notice service is combined with a Customer’s rights to Firm Storage Service under an executed Firm Storage Service Agreement for service under Rate Schedule FSS to allow Customer the added flexibility of automatically netting any deviations from its nominations against Customer’s Storage Inventory.

2.1 No-notice storage service rendered to Customer under this Rate Schedule shall allow Customer to alter its injections or withdrawals, at points specified in Customer’s Rate Schedule NNSS Storage Service Agreement, of Gas from levels nominated by Customer pursuant to Section 7 of the General Terms and Conditions, including a nomination of zero, by an amount, plus or minus, up to Customer’s No-Notice Maximum Daily Quantity without complying with the deadlines for revised nominations under Section 7 of the General Terms and Conditions; provided:

- (a) Customer's rights at primary Point(s) of Receipt shall at all times be subject to the Maximum Daily Receipt Quantity(ies) set forth in Customer's Firm Storage Service Agreement;
- (b) Customer may not use no-notice deviations from nominations to exceed the Maximum Daily Injection Quantity set forth in Customer's Firm Storage Service Agreement;
- (c) Customer's rights at primary Point(s) of Delivery shall at all times be subject to the Maximum Daily Delivery Quantity(ies) set forth in Customer's Firm Storage Service Agreement;
- (d) Customer may not use no-notice deviations from nominations to exceed the Maximum Daily Withdrawal Quantity set forth in Customer's Firm Storage Service Agreement; and
- (e) Customer may not use no-notice deviations from nominations to allow its Storage Inventory to exceed Customer's Maximum Storage Quantity set forth in its Firm Storage Service Agreement or to be less than zero (0).

### 3. RATES AND CHARGES

Customer shall pay rates and charges for no-notice storage service under this Rate Schedule including the applicable storage rate components set forth in the NNSS Rate Statement and as described below:

(a) **No-Notice Reservation Charge.** A Monthly charge for each Dth of Customer's No-Notice Maximum Daily Quantity.

(b) **Regulatory Fees and Charges.** Customer shall reimburse EAST CHEYENNE for all fees and charges, as required by the Commission or any other regulatory body, that are related to service provided under this Rate Schedule, as set forth in Customer's No-Notice Storage Service Agreement.

(c) **Taxes.** Customer shall reimburse EAST CHEYENNE for all applicable taxes as may be assessed EAST CHEYENNE, as set forth in Section 14 of the General Terms and Conditions of this FERC Gas Tariff and in Customer's No-Notice Storage Service Agreement.

### 4. INVOICE

Each invoice for no-notice storage service shall reflect the applicable charges set forth under Section 3 of this Rate Schedule, at rates set forth in Customer's No-Notice Storage Service Agreement.

### 5. TERM

The term for service under this Rate Schedule shall be as set forth in the executed No-Notice Storage Service Agreement.

6. AUTHORIZATION, RATES, TERMS AND CHANGES

6.1 The No-Notice Storage Service Agreement and the respective obligations of the Parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by FERC, and any state or local governmental agency having jurisdiction, of requisite authorization for EAST CHEYENNE to provide the storage service contemplated hereby and to construct and operate the facilities necessary to provide such service and for any connected pipeline to transport Gas to/from the Point(s) of Receipt/Delivery necessary to effect the service provided for herein.

6.2 EAST CHEYENNE shall have the right to propose to FERC or any other governing regulatory body such changes in its rates and terms of service as it deems necessary, and the No-Notice Storage Service Agreement executed by the Parties shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Customer's right to protest the same; provided, however, that any market-based rates negotiated between EAST CHEYENNE and its Customer(s) shall remain in effect during the term(s) of the No-Notice Storage Service Agreement(s) specifying such rates.

7. CURTAILMENT

Curtailement of Customer's no-notice service shall be governed by the curtailment of Customer's Firm Storage Service pursuant to Customer's Firm Storage Service Agreement and the provisions of Rate Schedule FSS.

8. GENERAL TERMS AND CONDITIONS

Applicable provisions of the General Terms and Conditions of this FERC Gas Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this NNSS Rate Schedule, where applicable, and shall supplement the terms and conditions governing service rendered hereunder, as though stated herein; provided, however, that in the event of any inconsistency, the terms of this NNSS Rate Schedule shall control.

**FPS RATE SCHEDULE  
FIRM PARKING SERVICE**

1. AVAILABILITY

This Rate Schedule is available to any Customer for the purchase of firm parking service (“FPS”) from EAST CHEYENNE, provided that:

(a) EAST CHEYENNE has determined that it has sufficient operationally available firm storage capacity and injection and withdrawal capacity to perform the firm parking service Customer has requested;

(b) Customer and EAST CHEYENNE have executed a Firm Parking Service Agreement under this Rate Schedule;

(c) Customer accepts responsibility for arranging any transportation service required for utilization of the firm parking service provided under this Rate Schedule;

(d) Availability of service under this Rate Schedule shall be subject to a determination by EAST CHEYENNE that its performance of the service requested hereunder shall not cause a reduction in EAST CHEYENNE’s ability to provide Firm Storage Services under currently effective Storage Service Agreements; and

(e) Service under this Rate Schedule may not be available to the extent that EAST CHEYENNE would be required to construct, modify, expand or acquire any facilities to enable EAST CHEYENNE to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all firm parking service rendered by EAST CHEYENNE to Customer through use of EAST CHEYENNE’s Facility pursuant to an executed Firm Parking Service Agreement.

2.1 Firm parking service rendered by EAST CHEYENNE to Customer under this Rate Schedule shall consist of:

(a) The receipt on any Day during the Injection Period stated in Customer’s executed Firm Parking Service Agreement and injection into storage of Customer’s Gas per Customer’s nomination up to the Maximum Daily Injection Quantity (“MDIQ”) and Maximum Daily Receipt Quantity (“MDRQ”) stated in Customer’s executed Firm Parking Service Agreement, provided that Customer delivers the nominated quantity plus Fuel Reimbursement to the Point(s) of Receipt, and Customer’s Park Balance has not exceeded Customer’s Maximum Park Quantity;

(b) The tender by Customer of sufficient quantities of Gas under Section 2(a) to ensure that Customer’s Park Balance equals Customer’s Maximum Park Quantity (“MPQ”) at the end of the Injection Period, provided that, if

Customer's injections during the Injection Period are curtailed by EAST CHEYENNE, Customer shall have a reasonable period of time immediately following the Injection Period to make injections as necessary for Customer's Park Balance to equal its MPQ;

- (c) The storage of Gas in amounts up to Customer's MPQ; and
- (d) The withdrawal from storage on any Day during the Withdrawal Period stated in Customer's executed Firm Parking Service Agreement and delivery of Customer's Gas, per Customer's nomination to the Point(s) of Delivery up to the Maximum Daily Withdrawal Quantity ("MDWQ") and Maximum Daily Delivery Quantity ("MDDQ") as stated in Customer's executed Firm Parking Service Agreement, provided that Customer has a quantity of Gas in Customer's Park Balance not less than the quantity Customer shall have nominated for withdrawal on such Day plus applicable Fuel Reimbursement.

2.2 Provided that the receipt of Gas from Customer and the injection of such Gas into storage can be accomplished by EAST CHEYENNE without detriment to EAST CHEYENNE's facilities and/or EAST CHEYENNE's ability to meet its firm obligations to other Customers, EAST CHEYENNE may, upon Customer's request and after confirmation by Customer's Transporter, schedule and inject on an Interruptible basis quantities of Gas in excess of Customer's MDIQ, provided that Customer's firm Storage Inventory has not exceeded Customer's MPQ or applicable Storage Overrun Quantity. Such excess quantities shall be deemed to be "Excess Injection Gas."

2.3 Provided that such withdrawal of Gas from storage and delivery of such Gas to Customer can be accomplished by EAST CHEYENNE without detriment to EAST CHEYENNE's facilities and/or EAST CHEYENNE's ability to meet its firm obligations to other Customers, EAST CHEYENNE may, upon Customer's request and after confirmation by Customer's Transporter, schedule and withdraw on an Interruptible basis quantities of Gas in excess of Customer's MDWQ, provided that Customer has a quantity of Gas in Customer's firm Storage Inventory not less than the quantities Customer shall have nominated for withdrawal on such Day. Such excess quantities shall be deemed to be "Excess Withdrawal Gas."

2.4 Customer shall not have the right to inject or withdraw Gas during the period of time between the Injection Period and the Withdrawal Period.

### 3. OVERRUN SERVICE

3.1 Customer may submit a nomination for injections in excess of its MDIQ ("Excess Injection Gas"), withdrawals in excess of its MDWQ ("Excess Withdrawal Gas") or storage in excess of its MPQ up to Customer's Storage Overrun Quantity ("Authorized Overrun Service"). In the event that Customer makes such a nomination, EAST CHEYENNE will schedule and confirm (i) the request to the extent that additional flexibility exists during the time period of the request in accordance with Section 5.2 of the General Terms and Conditions, and (ii) using reasonable discretion, that EAST CHEYENNE can accommodate the request without detriment to EAST CHEYENNE's Facility and/or EAST CHEYENNE's ability to meet its higher priority service obligations to other Customers.



3.2 EAST CHEYENNE shall have the right to interrupt all or part of these Authorized Overrun Quantities nominated as the operation of its facilities may require in EAST CHEYENNE's reasonable judgment, subject to Section 5 of the General Terms and Conditions of this Tariff. To the extent storage capacity which is being utilized as Authorized Overrun Service under this Section 3 is needed by EAST CHEYENNE in order to satisfy EAST CHEYENNE's obligations to higher priority service Customers or to meet system needs, EAST CHEYENNE shall require Customer to withdraw all, or any portion of, the Gas quantities held in storage by EAST CHEYENNE for the account of Customer pursuant to this Section 3, as specified by EAST CHEYENNE. Unless EAST CHEYENNE otherwise agrees, Customer shall be required to make ratable withdrawals. If Customer fails to withdraw such Authorized Overrun Quantity, then EAST CHEYENNE may take, free and clear of any adverse claims, title to such Authorized Overrun Quantity as Customer was instructed to withdraw. EAST CHEYENNE's notice to Customer may be given orally, but shall be confirmed in writing via e-mail or facsimile to the Customer.

3.3 In the event that EAST CHEYENNE retains and takes title to any of Customer's Gas pursuant to this Section 3, EAST CHEYENNE shall dispose of such Authorized Overrun Quantity by auction and credit the value of such Gas, net of any costs incurred by EAST CHEYENNE to take title to and/or resell such Gas, in accordance with the provisions of Section 31 of the General Terms and Conditions of this FERC Gas Tariff, less Authorized Overrun Charges for the period from the first day following the date Customer was required to complete the withdrawal until the inventory is sold to the highest bidder and any applicable Fuel Reimbursement charges, Withdrawal Charges and any administrative costs incurred by EAST CHEYENNE to conduct the auction. Such Authorized Overrun Charges shall be calculated by multiplying the Authorized Overrun Charge in effect on the required withdrawal date by the quantity of Storage Inventory sold at auction.

#### 4. RATES AND CHARGES

Customer shall pay rates and charges for firm parking service under this Rate Schedule including the applicable parking rate components set forth in the FPS Rate Statement and as described below:

- (a) Firm Parking Reservation Charge. A monthly charge for each Dth of Customer's MPQ.
- (b) Firm Parking Injection Charge. A charge for each Dth of Customer's Gas injected into EAST CHEYENNE's facilities pursuant to Section 2.1(a) of this Rate Schedule during a given Month.
- (c) Firm Parking Withdrawal Charge. A charge for each Dth of Customer's Gas withdrawn from EAST CHEYENNE's facilities pursuant to Section 2.1(d) of this Rate Schedule during a given Month.
- (d) Authorized Overrun Charge. A usage charge for each Dth stored in excess of Customer's MPQ per given Month pursuant to Section 3 of this Rate Schedule.
- (e) Excess Injection Charge. A usage charge for each Dth of Excess Injection Gas injected into EAST CHEYENNE's facilities pursuant to Section 2.2 of this Rate Schedule for each Day during a given Month.
- (f) Excess Withdrawal Charge. A usage charge for each Dth of Excess Withdrawal Gas withdrawn from EAST CHEYENNE's facilities pursuant to Section 2.3 of this Rate Schedule for each Day during a given Month.

(g) Fuel Reimbursement. The amount of Gas for fuel and losses determined in accordance with Section 18 of the General Terms and Conditions of this FERC Gas Tariff and set forth in Customer's Firm Parking Service Agreement.

(h) Regulatory Fees and Charges. Customer shall reimburse EAST CHEYENNE for all fees and charges, as required by the Commission or any other regulatory body, that are related to service provided under this Rate Schedule, as set forth in Customer's Firm Parking Service Agreement.

(i) Taxes. Customer shall reimburse EAST CHEYENNE for all applicable taxes as may be assessed EAST CHEYENNE, as set forth in Section 14 of the General Terms and Conditions of this FERC Gas Tariff and in Customer's Firm Parking Service Agreement.

## 5. INVOICE

Each invoice for firm parking service shall reflect the applicable charges set forth under Section 4 of this Rate Schedule at rates and terms set forth in Customer's Firm Parking Service Agreement.

## 6. TERM

The term for service under this Rate Schedule shall be as set forth in Customer's Firm Parking Service Agreement.

## 7. AUTHORIZATION, RATES, TERMS AND CHANGES

7.1 The Firm Parking Service Agreement and the respective obligations of the Parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by FERC, and any state or local governmental agency having jurisdiction, of requisite authorization for EAST CHEYENNE to provide the parking service contemplated hereby and to construct and operate the Gas storage facilities necessary to provide such parking service and for any connected pipeline to transport Gas to/from the Point(s) of Receipt/Delivery necessary to effect the parking service provided for herein.

7.2 EAST CHEYENNE shall have the right to propose to FERC or any other governing regulatory body such changes in its rates and terms of service as it deems necessary, and the Firm Parking Service Agreement shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Customer's right to protest the same; provided, however, that any market-based rates negotiated between EAST CHEYENNE and its Customer(s) shall remain in effect during the term of the Firm Parking Service Agreement(s) specifying such rates.

## 8. CURTAILMENT

If, due to an emergency situation or when unexpected capacity loss occurs after scheduling, EAST CHEYENNE's capability to receive, store or deliver quantities of Gas is impaired so that EAST CHEYENNE is unable to receive, store or deliver the quantities provided for in its Storage Service Agreements with Customers for Firm Storage Services, then capacity, withdrawals, and/or injections will be allocated according to the priority of service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

9. EXPIRATION OF TERM

9.1 At least ninety (90) Days prior to the expiration of any primary term or renewed term of Customer's Firm Parking Service Agreement, EAST CHEYENNE and Customer shall either agree on mutually acceptable terms by which EAST CHEYENNE shall cash out the Storage Inventory or store the Storage Inventory under the provisions of Rate Schedule IPS, or, if EAST CHEYENNE and Customer fail to agree on such mutually acceptable terms, Customer must physically withdraw the Storage Inventory before the end of the contract term. If, by midnight on the last Day of the contract term, Customer has failed to withdraw such Storage Inventory, then, at EAST CHEYENNE'S option, and upon forty-eight (48) hours' notice, EAST CHEYENNE will store such Storage Inventory under the provisions of Rate Schedule IPS or EAST CHEYENNE may take, free and clear of any adverse claims or obligation to Customer, title to such Storage Inventory; provided, however, that if Customer was unable to withdraw its Storage Inventory due to an interruption of Customer's withdrawal service during the last ten (10) Days before termination, Customer shall be allowed an additional number of days, corresponding to the period of interruption of its withdrawal service to withdraw its Storage Inventory following the end of the contract term.

9.2 In the event that EAST CHEYENNE retains and takes title to any of Customer's Storage Inventory pursuant to this Section 9, EAST CHEYENNE shall dispose of such Storage Inventory by auction and shall credit the net proceeds received from such auction in accordance with the provisions of Section 31 of the General Terms and Conditions of this FERC Gas Tariff.

10. GENERAL TERMS AND CONDITIONS

Applicable provisions of the General Terms and Conditions of this FERC Gas Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this FPS Rate Schedule, where applicable, and shall supplement the terms and conditions governing service rendered hereunder, as though stated herein; provided, however, that in the event of any inconsistency, the terms of this FPS Rate Schedule shall control.

**FLS RATE SCHEDULE  
FIRM LOAN SERVICE**

1. AVAILABILITY

This Rate Schedule is available to any Customer for the purchase of firm loan service (“FLS”) from EAST CHEYENNE, provided that:

(a) EAST CHEYENNE has determined that it has sufficient operationally available firm storage capacity and injection and withdrawal capacity and quantities of Gas to loan to perform the firm loan service Customer has requested;

(b) Customer and EAST CHEYENNE have executed a Firm Loan Service Agreement under this Rate Schedule;

(c) Customer accepts responsibility for arranging any transportation service required for utilization of the firm loan service provided under this Rate Schedule;

(d) Availability of service under this Rate Schedule shall be subject to a determination by EAST CHEYENNE that its performance of the service requested hereunder shall not cause a reduction in EAST CHEYENNE’s ability to provide Firm Storage Services under currently effective Storage Service Agreements; and

(e) Service under this Rate Schedule may not be available to the extent that EAST CHEYENNE would be required to construct, modify, expand or acquire any facilities to enable EAST CHEYENNE to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all firm Loan service rendered by EAST CHEYENNE to Customer through use of EAST CHEYENNE’s Facility pursuant to an executed Firm Loan Service Agreement.

2.1 Firm loan service rendered by EAST CHEYENNE to Customer under this Rate Schedule shall consist of:

(a) The withdrawal from storage on any Day during the Withdrawal Period stated in Customer’s executed Firm Loan Service Agreement and delivery of Gas to the Point(s) of Delivery, upon nomination and confirmation of daily quantities of Gas up to the Maximum Daily Withdrawal Quantity (“MDWQ”) and Maximum Daily Delivery Quantity (“MDDQ”) stated in Customer’s executed Firm Loan Service Agreement, less Fuel Reimbursement, provided that Customer’s total withdrawals shall not exceed its Maximum Loan Quantity (“MLQ”);

(b) The withdrawal by Customer of sufficient quantities of Gas under Section 2.1(a) to ensure that Customer’s Loan Balance equals Customer’s MLQ at the end of the Withdrawal Period; provided that, if Customer’s withdrawals during the Withdrawal Period are curtailed by EAST CHEYENNE, Customer shall have a reasonable period of time immediately following the Withdrawal Period to

make withdrawals as necessary for Customer's Loan Balance to equal its MLQ;

- (c) The receipt on any Day during the Injection Period stated in Customer's executed Firm Loan Service Agreement and injection into storage of Customer's Gas per Customer's nomination, up to the Maximum Daily Injection Quantity ("MDIQ") and Maximum Daily Receipt Quantity ("MDRQ") stated in Customer's executed Firm Loan Service Agreement, provided that Customer delivers the nominated quantity plus Fuel Reimbursement to the Point(s) of Receipt, and Customer's total injections may not exceed Customer's MLQ; and
- (d) The tender by Customer of sufficient quantities of Gas under Section 2.1(c) to ensure that Customer's Loan Balance equals zero (0) at the end of the Injection Period.

2.2 Provided that the receipt of Gas from Customer and the injection of such Gas into storage can be accomplished by EAST CHEYENNE without detriment to EAST CHEYENNE's facilities and/or EAST CHEYENNE's ability to meet its firm obligations to other Customers, EAST CHEYENNE may, upon Customer's request and after confirmation by Customer's Transporter, schedule and inject on an Interruptible basis quantities of Gas in excess of Customer's MDIQ, provided that Customer has a quantity of Gas in Customer's Loan Balance not less than the quantities Customer shall have nominated for withdrawal on such Day. Such excess quantities shall be deemed to be "Excess Injection Gas."

2.3 Provided that such withdrawal of Gas from storage and delivery of such Gas to Customer can be accomplished by EAST CHEYENNE without detriment to EAST CHEYENNE's facilities and/or EAST CHEYENNE's ability to meet its firm obligations to other Customers, EAST CHEYENNE may, upon Customer's request and after confirmation by Customer's Transporter, schedule and withdraw on an Interruptible basis quantities of Gas in excess of Customer's MDWQ, provided that Customer's Loan Balance has not exceeded Customer's MLQ and applicable Storage Overrun Quantity. Such excess quantities shall be deemed to be "Excess Withdrawal Gas."

2.4 If Customer fails to replace or replenish Gas advanced by EAST CHEYENNE to Customer under this Rate Schedule at the agreed upon time, EAST CHEYENNE may purchase replacement Gas and Customer shall pay EAST CHEYENNE the cost of the replacement Gas, which shall include the actual cost of replacement supplies and any costs or penalties incurred by EAST CHEYENNE or its Customers as a result of Customer's failure to deliver replacement Gas, plus all other costs incurred by EAST CHEYENNE to secure such replacement Gas, including, but not limited to, third-party marketing fees, transportation by third-party pipeline companies, and all other costs for securing replacement Gas.

2.5 Customer shall not have the right to inject or withdraw Gas during the period of time between the Withdrawal Period and the Injection Period.

### 3. OVERRUN SERVICE

3.1 Customer may submit a nomination for injections in excess of its MDIQ ("Excess Injection Gas"), withdrawals in excess of its MDWQ ("Excess Withdrawal Gas") or borrowing in excess of its MLQ up to Customer's Storage Overrun Quantity ("Authorized Overrun Service"). In the event that Customer makes such a nomination, EAST CHEYENNE will schedule and confirm (i) the request to the extent that additional flexibility exists during the time period of the request in accordance with Section

5.2 of the General Terms and Conditions, and (ii) using reasonable discretion, that EAST CHEYENNE can accommodate the request without detriment to EAST CHEYENNE's Facility and/or EAST CHEYENNE's ability to meet its higher priority service obligations to other Customers.

3.2 EAST CHEYENNE shall have the right to interrupt all or part of these Authorized Overrun Quantities nominated as the operation of its facilities may require in EAST CHEYENNE's reasonable judgment, subject to Section 5 of the General Terms and Conditions of this Tariff. To the extent Gas that is advanced to Customer as Authorized Overrun Service pursuant to this Section 3 is needed by EAST CHEYENNE in order to satisfy EAST CHEYENNE's obligations to higher priority service Customers or to meet system needs, EAST CHEYENNE shall require Customer to replace all, or any portion of, the Gas quantities held in storage by EAST CHEYENNE for the account of Customer pursuant to this Section 3, as specified by EAST CHEYENNE. EAST CHEYENNE's notice to Customer may be given orally, but shall be confirmed in writing via e-mail or facsimile to Customer. Unless EAST CHEYENNE otherwise agrees, Customer shall be required to make ratable injections. If Customer fails to replace or replenish Gas advanced by EAST CHEYENNE to Customer as Authorized Overrun Service under this Section 3, EAST CHEYENNE may purchase replacement Gas and Customer shall pay EAST CHEYENNE the cost of the replacement Gas, which shall include the actual cost of replacement supplies and any costs or penalties incurred by EAST CHEYENNE or its Customers as a result of Customer's failure to deliver replacement Gas, plus all other costs incurred by EAST CHEYENNE to secure such replacement Gas, including, but not limited to, third-party marketing fees, transportation by third-party pipeline companies, and all other costs for securing replacement Gas.

#### 4. RATES AND CHARGES

Customer shall pay rates and charges for firm loan service under this Rate Schedule including the applicable loan rate components set forth in the FLS Rate Statement and as described below:

- (a) Firm Loan Reservation Charge. A monthly charge for each Dth of Customer's MLQ.
- (b) Firm Loan Injection Charge. A charge for each Dth of Gas injected into EAST CHEYENNE's facilities pursuant to Section 2.1(c) of this Rate Schedule.
- (c) Firm Loan Withdrawal Charge. A charge for each Dth of Gas withdrawn from EAST CHEYENNE's facilities pursuant to Section 2.1(a) of this Rate Schedule.
- (d) Authorized Overrun Charge. A usage charge for each Dth loaned in excess of Customer's MLQ per given Month pursuant to Section 3 of this Rate Schedule.
- (e) Excess Injection Charge. A usage charge for each Dth of Excess Injection Gas injected into EAST CHEYENNE's facilities pursuant to Section 2.2 of this Rate Schedule for each Day during a given Month.
- (f) Excess Withdrawal Charge. A usage charge for each Dth of Excess Withdrawal Gas withdrawn from EAST CHEYENNE's facilities pursuant to Section 2.3 of this Rate Schedule for each Day during a given Month.
- (g) Fuel Reimbursement. The amount of Gas for fuel and losses determined in accordance with Section 18 of the General Terms and Conditions of this FERC Gas Tariff and set forth in Customer's

Firm Loan Service Agreement.

(h) Regulatory Fees and Charges. Customer shall reimburse EAST CHEYENNE for all fees and charges, as required by the Commission or any other regulatory body, that are related to service provided under this Rate Schedule, as set forth in Customer's Firm Loan Service Agreement.

(i) Taxes. Customer shall reimburse EAST CHEYENNE for all applicable taxes as may be assessed EAST CHEYENNE, as set forth in Section 14 of the General Terms and Conditions of this FERC Gas Tariff and in Customer's Firm Loan Service Agreement.

5. INVOICE

Each invoice for firm loan service shall reflect the applicable charges set forth under Section 4 of this Rate Schedule at rates and terms set forth in Customer's Firm Loan Service Agreement.

6. TERM

The term for service under this Rate Schedule shall be as set forth in the Customer's Firm Loan Service Agreement.

7. AUTHORIZATION, RATES, TERMS AND CHANGES

7.1 The Firm Loan Service Agreement and the respective obligations of the Parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by FERC, and any state or local governmental agency having jurisdiction, of requisite authorization for EAST CHEYENNE to provide the loan service contemplated hereby and to construct and operate the Gas storage facilities necessary to provide such loan service and for any connected pipeline to transport Gas to/from the Point(s) of Receipt/Delivery necessary to effect the loan service provided for herein.

7.2 EAST CHEYENNE shall have the right to propose to FERC or any other governing regulatory body such changes in its rates and terms of service as it deems necessary, and the Firm Loan Service Agreement shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Customer's right to protest the same; provided, however, that any market-based rates negotiated between EAST CHEYENNE and its Customer(s) shall remain in effect during the term of the Firm Loan Service Agreement(s) specifying such rates.

8. CURTAILMENT

If, due to an emergency situation or when unexpected capacity loss occurs after scheduling, EAST CHEYENNE's capability to receive, store or deliver quantities of Gas is impaired so that EAST CHEYENNE is unable to receive, store or deliver the quantities provided for in its Storage Service Agreements with Customers for Firm Storage Services, then capacity, withdrawals, and/or injections will be allocated according to the priority of service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

9. GENERAL TERMS AND CONDITIONS

Applicable provisions of the General Terms and Conditions of this FERC Gas Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this FLS Rate Schedule, where applicable, and shall supplement the terms and conditions governing service rendered hereunder, as though stated herein; provided, however, that in the event of any inconsistency, the terms of this FLS Rate Schedule shall control.



**FHBS RATE SCHEDULE  
FIRM HOURLY BALANCING SERVICE**

1. AVAILABILITY

This Rate Schedule is available to any Customer for the purchase of firm hourly balancing service (“FHBS”) from EAST CHEYENNE, provided that:

(a) EAST CHEYENNE has determined that it has sufficient operationally available and uncommitted firm storage capacity and injection and withdrawal capacity to perform the service Customer has requested;

(b) Customer and EAST CHEYENNE have executed a Firm Hourly Balancing Service Agreement under this Rate Schedule;

(c) Customer accepts responsibility for arranging any transportation service required for utilization of the storage service provided under this Rate Schedule, including making any necessary arrangements with pipeline Transporter(s) for Customer to utilize hourly balancing service at one or more delivery points on the Transporter’s (s’) pipeline system(s) (any such arrangements for utilization of hourly balancing service must be acceptable to EAST CHEYENNE, in its reasonable judgment);

(d) EAST CHEYENNE has determined that it can offer firm hourly balancing service between the Customer’s point(s) of delivery on the transporting pipeline(s) and EAST CHEYENNE’s Point(s) of Delivery/Receipt;

(e) Availability of service under this Rate Schedule shall be subject to a determination by EAST CHEYENNE that its performance of the service requested hereunder shall not cause a reduction in EAST CHEYENNE’s ability to provide Firm Storage Services under currently effective Storage Service Agreements; and

(f) Service under this Rate Schedule may not be available to the extent that EAST CHEYENNE would be required to construct, modify, expand or acquire any facilities to enable EAST CHEYENNE to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all firm hourly balancing service rendered by EAST CHEYENNE to Customer through use of EAST CHEYENNE’s Facility pursuant to an executed Firm Hourly Balancing Service Agreement.

2.1 Firm hourly balancing service rendered to Customer under this Rate Schedule shall consist of:

(a) The receipt on any Day of Customer’s Gas per Customer’s nomination up to the Maximum Daily Injection Quantity (“MDIQ”) and Maximum Daily Receipt Quantity (“MDRQ”) as stated in Customer’s executed Firm Hourly Balancing Service Agreement, plus Fuel Reimbursement, at the Point(s) of Receipt and the injection of Gas so received into storage, provided that Customer’s Storage

Inventory has not exceeded Customer's Maximum Storage Quantity ("MSQ");

- (b) The storage of Gas in amounts up to the MSQ, as stated in Customer's executed Firm Hourly Balancing Service Agreement;
- (c) The withdrawal from storage on any Day of Customer's Gas per Customer's nomination up to the Maximum Daily Withdrawal Quantity ("MDWQ") and Maximum Daily Delivery Quantity ("MDDQ") as stated in Customer's executed Firm Hourly Balancing Service Agreement and the delivery of such Gas, less Fuel Reimbursement, to the Point(s) of Delivery, provided that Customer has a quantity of Gas in Customer's Firm Storage Inventory not less than the quantity Customer shall have nominated for withdrawal on such Day; and
- (d) For each hour during a Day, subject to the maximum hourly limit as set forth in Customer's Firm Hourly Balancing Service Agreement, the receipt or delivery by EAST CHEYENNE at the Point(s) of Receipt/Delivery designated by Customer of hourly balancing quantities of Gas which shall be the difference, on an hourly basis, between (i) the injections to or withdrawals from EAST CHEYENNE's storage of Gas as nominated by Customer to meet Customer's desired hourly pattern of deliveries at its delivery point(s) on the Transporter's (s') pipeline system(s) and (ii) Customer's ratable flow quantities on EAST CHEYENNE's system (1/24 of Daily nominated quantities); provided that hourly balancing quantities shall not cause Customer's Firm Storage Inventory to exceed the MSQ set forth in Customer's Firm Hourly Balancing Service Agreement or to be less than zero (0).

2.2 Provided that the receipt of Gas from Customer and the injection of such Gas into storage can be accomplished by EAST CHEYENNE without detriment to EAST CHEYENNE's facilities and/or EAST CHEYENNE's ability to meet its firm obligations to other Customers, EAST CHEYENNE may, upon Customer's request and after confirmation by Customer's Transporter, schedule and inject on an Interruptible basis quantities of Gas in excess of Customer's MDIQ, provided that Customer's firm Storage Inventory has not exceeded Customer's MSQ or applicable Storage Overrun Quantity. Such excess quantities shall be deemed to be "Excess Injection Gas."

2.3 Provided that such withdrawal of Gas from storage and delivery of such Gas to Customer can be accomplished by EAST CHEYENNE without detriment to EAST CHEYENNE's facilities and/or EAST CHEYENNE's ability to meet its firm obligations to other Customers, EAST CHEYENNE may, upon Customer's request and after confirmation by Customer's Transporter, schedule and withdraw on an Interruptible basis quantities of Gas in excess of Customer's MDWQ, provided that Customer has a quantity of Gas in Customer's firm Storage Inventory not less than the quantities Customer shall have nominated for withdrawal on such Day. Such excess quantities shall be deemed to be "Excess Withdrawal Gas."

2.4 Hourly balancing quantities must be nominated and scheduled pursuant to this Rate Schedule and Section 7 of the General Terms and Conditions of this FERC Gas Tariff. In addition to the day-ahead and intraday nominations provided for in Section 7 of the General Terms and Conditions, Customer shall be permitted to submit nominations for hourly balancing quantities, and to adjust its

hourly balancing quantity nominations within a Day by providing not less than one hour notice to EAST CHEYENNE before the start of an hour for which Customer requests to change a nomination, provided that such hourly nominations, including changes in hourly nominations, are subject to confirmation with the transporting pipeline. Firm Hourly Balancing Service is not intended to serve as an Operational Balancing Agreement to account for hourly deviations between scheduled volumes and volumes actually taken by Customer at its point(s) of delivery on the transporting pipeline(s). Such deviations shall be subject to reconciliation pursuant to the Customer's transportation agreement(s) with its pipeline Transporter(s) and the pipeline Transporter's (s') tariff(s).

2.5 In the event Customer desires to use Firm Hourly Balancing Service for balancing at more than one delivery point on Transporters' pipeline systems under its Firm Hourly Balancing Service Agreement, hourly balancing quantities for each such delivery point shall be separately determined, nominated and used for purposes of billing Hourly Balancing Charges.

### 3. OVERRUN SERVICE

3.1 Customer may submit a nomination for injections in excess of its MDIQ ("Excess Injection Gas"), withdrawals in excess of its MDWQ ("Excess Withdrawal Gas") or storage in excess of its MSQ up to Customer's Storage Overrun Quantity ("Authorized Overrun Service"). In the event that Customer makes such a nomination, EAST CHEYENNE will schedule and confirm (i) the request to the extent that additional flexibility exists during the time period of the request in accordance with Section 5.2 of the General Terms and Conditions, and (ii) using reasonable discretion, that EAST CHEYENNE can accommodate the request without detriment to EAST CHEYENNE's Facility and/or EAST CHEYENNE's ability to meet its higher priority service obligations to other Customers.

3.2 EAST CHEYENNE shall have the right to interrupt all or part of these Authorized Overrun Quantities nominated as the operation of its facilities may require in EAST CHEYENNE's reasonable judgment, subject to Section 5 of the General Terms and Conditions of this Tariff. To the extent storage capacity which is being utilized as Authorized Overrun Service under this Section 3 is needed by EAST CHEYENNE in order to satisfy EAST CHEYENNE's obligations to higher priority service Customers or to meet system needs, EAST CHEYENNE shall require Customer to withdraw all, or any portion of, the Gas quantities held in storage by EAST CHEYENNE for the account of Customer pursuant to this Section 3, as specified by EAST CHEYENNE. Unless EAST CHEYENNE otherwise agrees, Customer shall be required to make ratable withdrawals. If Customer fails to withdraw such Authorized Overrun Quantity, then EAST CHEYENNE may take, free and clear of any adverse claims, title to such Authorized Overrun Quantity as Customer was instructed to withdraw. EAST CHEYENNE's notice to Customer may be given orally, but shall be confirmed in writing via e-mail or facsimile to the Customer.

3.3 In the event that EAST CHEYENNE retains and takes title to any of Customer's Gas pursuant to this Section 3, EAST CHEYENNE shall dispose of such Authorized Overrun Quantity by auction and credit the value of such Gas, net of any costs incurred by EAST CHEYENNE to take title to and/or resell such Gas, in accordance with the provisions of Section 31 of the General Terms and Conditions of this FERC Gas Tariff, less Authorized Overrun Charges for the period from the first day following the date Customer was required to complete the withdrawal until the inventory is sold to the highest bidder and any applicable Fuel Reimbursement charges, Withdrawal Charges and any administrative costs incurred by EAST CHEYENNE to conduct the auction. Such Authorized Overrun Charges shall be calculated by multiplying the Authorized Overrun Charge in effect on the required

withdrawal date by the quantity of Storage Inventory sold at auction.

#### 4. RATES AND CHARGES

Customer shall pay rates and charges for Firm Hourly Balancing Service under this Rate Schedule including the applicable storage rate components set forth in the FHBS Rate Statement and as described below:

- (a) FHBS Storage Reservation Charge. A monthly charge for each Dth of Customer's MSQ.
- (b) Firm Hourly Balancing Reservation Charge. A monthly charge for each Dth of Customer's Maximum Hourly FHBS Quantity.
- (c) Storage Injection Charge. A usage charge for each Dth of Customer's Gas injected into EAST CHEYENNE's facilities pursuant to Section 2.1(a) of this Rate Schedule.
- (d) Storage Withdrawal Charge. A usage charge for each Dth of Customer's Gas withdrawn from EAST CHEYENNE's facilities pursuant to Section 2.1(c) of this Rate Schedule.
- (e) Authorized Overrun Charge. A usage charge for each Dth stored in excess of Customer's MSQ per given Month pursuant to Section 3 of this Rate Schedule.
- (f) Excess Injection Charge. A usage charge for each Dth of Excess Injection Gas injected into EAST CHEYENNE's facilities pursuant to Section 2.2 of this Rate Schedule for each Day during a given Month.
- (g) Excess Withdrawal Charge. A usage charge for each Dth of Excess Withdrawal Gas withdrawn from EAST CHEYENNE's facilities pursuant to Section 2.3 of this Rate Schedule for each Day during a given Month.
- (h) Fuel Reimbursement. The amount of Gas for fuel and losses determined in accordance with Section 18 of the General Terms and Conditions of this FERC Gas Tariff and set forth in Customer's Firm Hourly Balancing Service Agreement.
- (i) Regulatory Fees and Charges. Customer shall reimburse EAST CHEYENNE for all fees and charges, as required by the Commission or any other regulatory body, that are related to service provided under this Rate Schedule, as set forth in Customer's Firm Hourly Balancing Service Agreement.
- (j) Taxes. Customer shall reimburse EAST CHEYENNE for all applicable taxes as may be assessed EAST CHEYENNE, as set forth in Section 14 of the General Terms and Conditions of this FERC Gas Tariff and in Customer's Firm Hourly Balancing Service Agreement.

#### 5. INVOICE

Each invoice for Firm Hourly Balancing Service shall reflect the applicable charges set forth under Section 4 of this Rate Schedule, at rates set forth in Customer's Firm Hourly Balancing Service Agreement.

## 6. TERM

The term for service under this Rate Schedule shall be as set forth in the executed Firm Hourly Balancing Service Agreement.

## 7. AUTHORIZATION, RATES, TERMS AND CHANGES

7.1 The Firm Hourly Balancing Service Agreement and the respective obligations of the Parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by FERC, and any state or local governmental agency having jurisdiction, of requisite authorization for EAST CHEYENNE to provide the storage service contemplated hereby and to construct and operate the facilities necessary to provide such service and for any connected pipeline to transport Gas to/from the Point(s) of Receipt/Delivery necessary to effect the service provided for herein.

7.2 EAST CHEYENNE shall have the right to propose to FERC or any other governing regulatory body such changes in its rates and terms of service as it deems necessary, and the Firm Hourly Balancing Service Agreement executed by the Parties shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Customer's right to protest the same; provided, however, that any market-based rates negotiated between EAST CHEYENNE and its Customer(s) shall remain in effect during the term(s) of the Firm Hourly Balancing Service Agreement(s) specifying such rates.

## 8. CURTAILMENT

If, due to an emergency situation or when unexpected capacity loss occurs after scheduling, EAST CHEYENNE's capability to receive, store or deliver quantities of Gas is impaired so that EAST CHEYENNE is unable to receive, store or deliver the quantities provided for in its Storage Service Agreements for Firm Storage Services with Customers, then capacity, withdrawals, and/or injections will be allocated according to the priority of service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

## 9. EXPIRATION OF TERM

9.1 At least ninety (90) Days prior to the expiration of any primary term or renewed term of Customer's Firm Hourly Balancing Service Agreement, EAST CHEYENNE and Customer shall either agree on mutually acceptable terms by which EAST CHEYENNE shall cash out the Storage Inventory or store the Storage Inventory under the provisions of Rate Schedule IHBS, or, if EAST CHEYENNE and Customer fail to agree on such mutually acceptable terms, Customer must physically withdraw the Storage Inventory before the end of the contract term. If, by midnight on the last Day of the contract term, Customer has failed to withdraw such Storage Inventory, then, at EAST CHEYENNE'S option, and upon forty-eight (48) hours' notice, EAST CHEYENNE will store such Storage Inventory under the provisions of Rate Schedule IHBS or EAST CHEYENNE may take, free and clear of any adverse claims or obligation to Customer, title to such Storage Inventory; provided, however, that if Customer was unable to withdraw its Storage Inventory due to an interruption of Customer's withdrawal service during the last ten (10) Days before termination, Customer shall be allowed an additional number of days, corresponding to the period of interruption of its withdrawal service to withdraw its Storage Inventory following the end of the contract term.

9.2 In the event that EAST CHEYENNE retains and takes title to any of Customer's Storage Inventory pursuant to this Section 9, EAST CHEYENNE shall dispose of such Storage Inventory by auction and shall credit the net proceeds received from such auction in accordance with the provisions of Section 31 of the General Terms and Conditions of this FERC Gas Tariff.

#### 10. GENERAL TERMS AND CONDITIONS

Applicable provisions of the General Terms and Conditions of this FERC Gas Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this FHBS Rate Schedule, where applicable, and shall supplement the terms and conditions governing service rendered hereunder, as though stated herein; provided, however, that in the event of any inconsistency, the terms of this FHBS Rate Schedule shall control.

**EISS RATE SCHEDULE  
ENHANCED INTERRUPTIBLE STORAGE SERVICE**

1. AVAILABILITY

This Rate Schedule is available to any Customer for the purchase of Enhanced Interruptible Storage Service (“EISS”) from EAST CHEYENNE, provided that:

(a) EAST CHEYENNE has determined that it has sufficient operationally available and uncommitted Interruptible storage capacity and injection and withdrawal capacity to perform the service Customer has requested;

(b) Customer and EAST CHEYENNE have executed a Hub Services Agreement under this Rate Schedule;

(c) Customer accepts responsibility for arranging any transportation service required for utilization of the storage service provided under this Rate Schedule;

(d) EAST CHEYENNE has determined that the service Customer has requested will not interfere with the efficient operation of its system or with Firm Storage Services; and

(e) Service under this Rate Schedule may not be available to the extent that EAST CHEYENNE would be required to construct, modify, expand or acquire any facilities to enable EAST CHEYENNE to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all Enhanced Interruptible Storage Service rendered by EAST CHEYENNE to Customer through use of EAST CHEYENNE’s Facility pursuant to an executed Hub Services Agreement.

2.1 Enhanced Interruptible Storage Service rendered to Customer under this Rate Schedule shall consist of:

(a) The receipt on any Day of Customer’s Gas per Customer’s nomination up to Customer’s Maximum Daily Injection Quantity (“MDIQ”) and Maximum Daily Receipt Quantity (“MDRQ”) as stated in the executed Hub Services Agreement, plus Fuel Reimbursement, at the Point(s) of Receipt and the injection of Gas so received into storage, provided that all Firm Storage Service nominations for injections have been satisfied and Customer’s Storage Inventory has not exceeded Customer’s Maximum Storage Quantity;

(b) The storage of Gas in amounts up to Customer’s Interruptible Maximum Storage Quantity (“MSQ”), as stated in the executed Hub Services Agreement, provided that all Firm Storage Service requests to utilize Storage Inventory have been satisfied; and

- (c) The withdrawal from storage on any Day of Customer's Gas per Customer's nomination up to Customer's Maximum Daily Withdrawal Quantity ("MDWQ") and Maximum Daily Delivery Quantity ("MDDQ") as stated in the executed Hub Services Agreement and the delivery of such Gas, less Fuel Reimbursement, to the Point(s) of Delivery, provided that all Firm Storage Service nominations for withdrawal have been satisfied and Customer has a quantity of Gas in Customer's Enhanced Interruptible Storage Inventory not less than the quantity Customer shall have nominated for withdrawal on such Day.

2.2 To the extent storage capacity which is being utilized by a Customer hereunder is needed by EAST CHEYENNE in order to satisfy EAST CHEYENNE's obligations to higher priority service Customers or to meet system needs, EAST CHEYENNE shall require Customer to withdraw all, or any portion of, the EISS Gas quantities held in storage by EAST CHEYENNE for the account of Customer as specified by EAST CHEYENNE. Unless EAST CHEYENNE otherwise agrees, Customer shall be required to make ratable withdrawals. If Customer fails to withdraw such EISS Gas from storage, EAST CHEYENNE may take, free and clear of any adverse claims, title to such EISS Storage Inventory as Customer was instructed to withdraw. EAST CHEYENNE's notice to Customer may be given orally, but shall be confirmed in writing via e-mail or facsimile to the Customer.

In the event that EAST CHEYENNE retains and takes title to any of Customer's Gas pursuant to this Section, EAST CHEYENNE shall credit the value of such Gas, net of any costs incurred by EAST CHEYENNE to take title to and/or resell such Gas, in accordance with the provisions of Section 31 of the General Terms and Conditions of this FERC Gas Tariff.

In the event EAST CHEYENNE needs to require Customer to withdraw its Gas from storage pursuant to this Section, EAST CHEYENNE shall provide day-ahead notice to Customer that it must withdraw Gas at its MDWQ during the next Day. EAST CHEYENNE shall repeat this notice on a daily basis until all of Customer's Gas is withdrawn from storage or until the circumstances necessitating interruption are alleviated. In the event Customer makes a timely nomination in response to a notification by EAST CHEYENNE pursuant to this paragraph, Customer's obligation to comply with that notification shall be tolled until such time as EAST CHEYENNE's operational conditions allow EAST CHEYENNE to schedule the nomination.

### 3. RATES AND CHARGES

Customer shall pay rates and charges for Enhanced Interruptible Storage Service under this Rate Schedule including the applicable storage rate components set forth in the EISS Rate Statement and as described below:

- (a) **Enhanced Interruptible Storage Charge.** A Monthly charge for each Dth of Customer's MSQ indicated in Exhibit A to Customer's Hub Services Agreement.
- (b) **Enhanced Interruptible Storage Injection Charge.** A usage charge for each Dth of Customer's Gas injected into EAST CHEYENNE's facilities pursuant to Section 2.1(a) of this Rate Schedule.
- (c) **Enhanced Interruptible Storage Withdrawal Charge.** A usage charge for each Dth of Customer's Gas withdrawn from EAST CHEYENNE's facilities pursuant to Section 2.1(c) of this Rate Schedule.



(d) Fuel Reimbursement. The amount of Gas for fuel and losses determined in accordance with Section 18 of the General Terms and Conditions of this FERC Gas Tariff and set forth in Customer's Hub Services Agreement.

(e) Regulatory Fees and Charges. Customer shall reimburse EAST CHEYENNE for all fees and charges, as required by the Commission or any other regulatory body, that are related to service provided under this Rate Schedule, as set forth in Customer's Hub Services Agreement.

(f) Taxes. Customer shall reimburse EAST CHEYENNE for all applicable taxes as may be assessed EAST CHEYENNE, as set forth in Section 14 of the General Terms and Conditions of this FERC Gas Tariff and in Customer's Hub Services Agreement.

#### 4. INVOICE

Each invoice for Enhance Interruptible Storage Service shall reflect the applicable charges set forth under Section 3 of this Rate Schedule, at rates set forth in Customer's Hub Services Agreement.

#### 5. TERM

The term for service under this Rate Schedule shall be as set forth in the executed Hub Services Agreement.

#### 6. AUTHORIZATION, RATES, TERMS AND CHANGES

6.1 The Hub Services Agreement and the respective obligations of the Parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by FERC, and any state or local governmental agency having jurisdiction, of requisite authorization for EAST CHEYENNE to provide the storage service contemplated hereby and to construct and operate the facilities necessary to provide such service and for any connected pipeline to transport Gas to/from the Point(s) of Receipt/Delivery necessary to effect the service provided for herein.

6.2 EAST CHEYENNE shall have the right to propose to FERC or any other governing regulatory body such changes in its rates and terms of service as it deems necessary, and the Hub Services Agreement executed by the Parties shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Customer's right to protest the same; provided, however, that any market-based rates negotiated between EAST CHEYENNE and its Customer(s) shall remain in effect during the term(s) of the Hub Services Agreement(s) specifying such rates.

#### 7. CURTAILMENT

If, due to any cause whatsoever, EAST CHEYENNE's capability to receive, store or deliver quantities of Gas is impaired so that EAST CHEYENNE is unable to receive, store or deliver the quantities of Gas provided for in its Storage Service Agreements with Customers for Interruptible services without impairment of service to higher priority service Customers, then capacity, withdrawals and/or injections will be allocated according to the priority of service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

8. EXPIRATION OF TERM

8.1 At least thirty (30) Days prior to the expiration of any primary term or renewed term of Customer's Hub Services Agreement, EAST CHEYENNE shall notify Customer to withdraw all Interruptible Storage Inventory held by EAST CHEYENNE for Customer's account; provided, however, any Hub Services Agreement that has a term of thirty (30) Business Days or less shall not require such foregoing notice but notice shall be deemed to have been given on the first Day of the primary term or the renewed term of such Agreement. EAST CHEYENNE's notice to Customer may be given orally, but shall be confirmed in writing via e-mail or facsimile to Customer. Within ten (10) Days of such notice, EAST CHEYENNE and Customer shall either agree on mutually acceptable terms by which EAST CHEYENNE shall cash out the Interruptible Storage Inventory or Customer must physically withdraw the Interruptible Storage Inventory before the end of the contract term. If, by midnight on the last Day of the contract term, Customer has failed to withdraw such Interruptible Storage Inventory, then EAST CHEYENNE may take, free and clear of any adverse claims or obligation to Customer, title to such Interruptible Storage Inventory; provided, however, that, if Customer was unable to withdraw its Interruptible Storage Inventory quantities due to an interruption of Customer's withdrawal service during the last ten (10) Days before termination, Customer shall be allowed an additional number of days, corresponding to the period of interruption of its withdrawal service, to withdraw its Interruptible Storage Inventory quantities following the end of the contract term.

8.2 In the event that EAST CHEYENNE retains and takes title to any of Customer's Gas pursuant to this Section 8, EAST CHEYENNE shall dispose of such Gas by auction and shall credit the net proceeds received from such auction in accordance with the provisions of Section 31 of the General Terms and Conditions of this FERC Gas Tariff.

9. GENERAL TERMS AND CONDITIONS

Applicable provisions of the General Terms and Conditions of this FERC Gas Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this EISS Rate Schedule, where applicable, and shall supplement the terms and conditions governing service rendered hereunder, as though stated herein; provided, however, that in the event of any inconsistency, the terms of this EISS Rate Schedule shall control.

**EILS RATE SCHEDULE  
ENHANCED INTERRUPTIBLE LOAN SERVICE**

1. AVAILABILITY

This Rate Schedule is available to any Customer for the purchase of Enhanced Interruptible Loan Service (“EILS”) from EAST CHEYENNE, provided that:

(a) EAST CHEYENNE has determined that it has sufficient operationally available Interruptible storage capacity, injection and withdrawal capacity and quantities of Gas to loan to perform the service Customer has requested;

(b) EAST CHEYENNE has determined that the loan service Customer has requested will not interfere with efficient operation of its system or with Firm Storage Services;

(c) Customer and EAST CHEYENNE have executed a Hub Services Agreement under this Rate Schedule;

(d) Customer accepts responsibility for arranging any transportation service required for utilization of the loan service provided under this Rate Schedule; and

(e) Service under this Rate Schedule may not be available to the extent that EAST CHEYENNE would be required to construct, modify, expand or acquire any facilities to enable EAST CHEYENNE to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all Enhanced Interruptible Loan Service rendered by EAST CHEYENNE to Customer through use of EAST CHEYENNE’s Facility pursuant to an executed Hub Services Agreement.

2.1 Enhanced Interruptible Loan Service rendered by EAST CHEYENNE to Customer under this Rate Schedule shall consist of:

(a) the advancement to Customer, upon nomination and subsequent confirmation, of daily quantities of Gas in storage up to Customer’s Maximum Daily Withdrawal Quantity (“MDWQ”) and Maximum Daily Delivery Quantity (“MDDQ”) stated in Exhibit A to Customer’s Hub Services Agreement, less Fuel Reimbursement, provided that (i) all higher priority service nominations for withdrawal have been satisfied and system needs allow, and (ii) Customer’s Loan Balance is less than the Maximum Loan Quantity (“MLQ”) specified in Exhibit A to Customer’s Hub Services Agreement; and

(b) the return by Customer of the borrowed quantities of Gas to EAST CHEYENNE at the time to be agreed upon as set forth in Exhibit A to Customer’s Hub Services Agreement, including applicable Fuel Reimbursement, to Point(s) of Receipt in quantities on any Day up to Customer’s Maximum Daily Injection Quantity (“MDIQ”) and Maximum Daily Receipt Quantity (“MDRQ”) stated in Exhibit A to

Customer's Hub Services Agreement, provided that all higher priority service nominations for injection have been satisfied and system needs allow.

2.2 To the extent Gas that is advanced to Customer hereunder is needed by EAST CHEYENNE in order to satisfy EAST CHEYENNE's obligations to higher priority services or to meet system needs, EAST CHEYENNE may at its reasonable judgment and upon giving notice to Customer, interrupt the continuation of any or all services hereunder and require Customer to replace or replenish all, or any portion, of EILS Gas quantities borrowed by Customer at a time to be agreed upon. Unless EAST CHEYENNE otherwise agrees, Customer shall be required to make ratable injections.

2.3 If Customer fails to replace or replenish borrowed Gas to EAST CHEYENNE at the agreed upon time, EAST CHEYENNE may purchase replacement Gas and Customer shall pay EAST CHEYENNE the cost of the replacement Gas, which shall include the actual cost of replacement supplies and any costs or penalties incurred by EAST CHEYENNE or its Customers as a result of Customer's failure to deliver replacement Gas, plus all other costs incurred by EAST CHEYENNE to secure such replacement Gas, including, but not limited to, third-party marketing fees, transportation by third-party pipeline companies, and all other costs for securing replacement Gas.

2.4 In the event EAST CHEYENNE needs to require Customer to inject Gas into storage pursuant to this Section, EAST CHEYENNE shall provide day-ahead notice to Customer that it must inject Gas at its MDIQ during the next Day. EAST CHEYENNE shall repeat this notice on a daily basis until all of Customer's borrowed Gas is replaced or until the circumstances necessitating interruption of Customer's loan are alleviated. In the event Customer makes a timely nomination in response to a notification by EAST CHEYENNE pursuant to this paragraph, Customer's obligation to comply with that notification shall be tolled until such time as EAST CHEYENNE's operational conditions allow EAST CHEYENNE to schedule the nomination.

### 3. RATES AND CHARGES

Customer shall pay rates and charges for Enhanced Interruptible Loan Service under this Rate Schedule including the applicable loan rate components set forth in the EILS Rate Statement and as described below:

(a) **Enhanced Interruptible Loan Charge.** A monthly charge for each Dth of Customer's MLQ indicated in Exhibit A to Customer's Hub Services Agreement.

(b) **Enhanced Interruptible Loan Injection Charge.** A charge for each Dth of Gas injected into EAST CHEYENNE's facilities pursuant to Section 2 of this Rate Schedule.

(c) **Enhanced Interruptible Loan Withdrawal Charge.** A charge for each Dth of Gas withdrawn from EAST CHEYENNE's facilities pursuant to Section 2 of this Rate Schedule.

(d) **Fuel Reimbursement.** The amount of Gas for fuel and losses determined in accordance with Section 18 of the General Terms and Conditions of this FERC Gas Tariff and set forth in Customer's Hub Services Agreement.

(e) **Regulatory Fees and Charges.** Customer shall reimburse EAST CHEYENNE for all fees and charges, as required by the Commission or any other regulatory body, that are related to service

provided under this Rate Schedule, as set forth in the Hub Services Agreement.

(f) Taxes. Customer shall reimburse EAST CHEYENNE for all applicable taxes as may be assessed EAST CHEYENNE, as set forth in Section 14 of the General Terms and Conditions of this FERC Gas Tariff and in Customer's Hub Services Agreement.

#### 4. INVOICE

Each invoice for Enhanced Interruptible Loan Service shall reflect the applicable charges set forth under Section 3 of this Rate Schedule at rates and terms set forth in Customer's Hub Services Agreement.

#### 5. TERM

The term for service under this Rate Schedule shall be as set forth in the Customer's Hub Services Agreement.

#### 6. AUTHORIZATION, RATES, TERMS AND CHANGES

6.1 The Hub Services Agreement and the respective obligations of the Parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by FERC, and any state or local governmental agency having jurisdiction, of requisite authorization for EAST CHEYENNE to provide the loan service contemplated hereby and to construct and operate the Gas storage facilities necessary to provide such loan service and for any connected pipeline to transport Gas to/from the Point(s) of Receipt/Delivery necessary to effect the loan service provided for herein.

6.2 EAST CHEYENNE shall have the right to propose to FERC or any other governing regulatory body such changes in its rates and terms of service as it deems necessary, and the Hub Services Agreement shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Customer's right to protest the same; provided, however, that any market-based rates negotiated between EAST CHEYENNE and its Customer(s) shall remain in effect during the term of the Hub Services Agreement(s) specifying such rates.

#### 7. CURTAILMENT

If, due to any cause whatsoever, EAST CHEYENNE's capability to receive, store or deliver quantities of Gas is impaired so that EAST CHEYENNE is unable to receive, store or deliver the quantities provided for in its Storage Service Agreements with Customers for Interruptible services without impairment of service to higher priority service Customers, then capacity, withdrawals and/or injections will be allocated according to the priority of service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

#### 8. GENERAL TERMS AND CONDITIONS

Applicable provisions of the General Terms and Conditions of this FERC Gas Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this EILS Rate Schedule, where applicable, and shall supplement the terms and conditions governing service

rendered hereunder, as though stated herein; provided, however, that in the event of any inconsistency, the terms of this EILS Rate Schedule shall control.

**EIWS RATE SCHEDULE  
ENHANCED INTERRUPTIBLE WHEELING SERVICE**

1. AVAILABILITY

This Rate Schedule is available to any Customer for the purchase of Enhanced Interruptible Wheeling Service ("EIWS") from EAST CHEYENNE, provided that:

(a) EAST CHEYENNE has determined that it has sufficient operationally available Interruptible wheeling, receipt and delivery capacity to perform the service Customer has requested;

(b) EAST CHEYENNE has determined that the service Customer has requested will not interfere with efficient operation of its system or with Firm Storage Services;

(c) Customer and EAST CHEYENNE have executed a Hub Services Agreement under this Rate Schedule;

(d) Customer accepts responsibility for arranging any upstream and/or downstream transportation service required for utilization of the wheeling service provided under this Rate Schedule; and

(e) Service under this Rate Schedule may not be available to the extent that EAST CHEYENNE would be required to construct, modify, expand or acquire any facilities to enable EAST CHEYENNE to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all Enhanced Interruptible Wheeling Service rendered by EAST CHEYENNE to Customer through use of EAST CHEYENNE's Facility pursuant to an executed Hub Services Agreement.

2.1 Enhanced Interruptible Wheeling Service rendered by EAST CHEYENNE to Customer under this Rate Schedule shall consist of:

(a) The transportation of Gas, on an Interruptible basis, by EAST CHEYENNE for Customer on EAST CHEYENNE's system between agreed upon Point(s) of Receipt and Point(s) of Delivery.

(b) EAST CHEYENNE shall, on an Interruptible basis, receive, for Customer at Point(s) of Receipt and shall transport and deliver at the Point(s) of Delivery, less Fuel Reimbursement, daily quantities of Gas up to the Maximum Daily Wheeling Quantity ("MDTQ"), as specified in Customer's Hub Services Agreement; provided, however, EAST CHEYENNE shall not be obligated to receive, transport and/or deliver quantities of Gas on any Day in excess of the quantity nominated and scheduled for that Day. Enhanced Interruptible Wheeling Service shall be available only in the event that all Firm Storage Service needs have been satisfied.

3. RATES AND CHARGES

Customer shall pay rates and charges for Enhanced Interruptible Wheeling Service under this Rate Schedule including the applicable wheeling rate components set forth in the EIWS Rate Statement and as described below:

(a) Enhanced Interruptible Wheeling Charge. A monthly charge for each Dth of Customer's MDTQ indicated in Exhibit A to Customer's Hub Services Agreement.

(b) Enhanced Interruptible Wheeling Commodity Charge. A charge for each Dth of Customer's Gas wheeled by EAST CHEYENNE.

(c) Fuel Reimbursement. The amount of Gas for fuel and losses determined in accordance with Section 18 of the General Terms and Conditions of this FERC Gas Tariff and set forth in Customer's Hub Services Agreement.

(d) Regulatory Fees and Charges. Customer shall reimburse EAST CHEYENNE for all fees and charges, as required by the Commission or any other regulatory body, that are related to service provided under this Rate Schedule, as set forth in the Hub Services Agreement.

(e) Taxes. Customer shall reimburse EAST CHEYENNE for all applicable taxes as may be assessed EAST CHEYENNE, as set forth in Section 14 of the General Terms and Conditions of this FERC Gas Tariff and in Customer's Hub Services Agreement.

4. INVOICE

Each invoice for Enhanced Interruptible Wheeling Service shall reflect the applicable charges set forth under Section 3 of this Rate Schedule at rates and terms set forth in Customer's Hub Services Agreement.

5. TERM

The term for service under this Rate Schedule shall be as set forth in Customer's Hub Services Agreement.

6. AUTHORIZATION, RATES, TERMS AND CHANGES

6.1 The Hub Services Agreement and the respective obligations of the Parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by FERC, and any state or local governmental agency having jurisdiction, of requisite authorization for EAST CHEYENNE to provide the wheeling service contemplated hereby and to construct and operate the Gas wheeling facilities necessary to provide such wheeling service and for any connected pipeline to transport Gas to/from the Point(s) of Receipt/Delivery necessary to effect the wheeling service provided for herein.

6.2 EAST CHEYENNE shall have the right to propose to FERC or any other governing regulatory body such changes in its rates and terms of service as it deems necessary, and the Hub Services Agreement shall be deemed to include any changes which are made effective pursuant to order



or regulation or provisions of law, without prejudice to Customer's right to protest the same; provided, however, that any market-based rates negotiated between EAST CHEYENNE and its Customer(s) shall remain in effect during the term of the Hub Services Agreement(s) specifying such rates.

7. CURTAILMENT

If, due to any cause whatsoever, EAST CHEYENNE's capability to receive, store or deliver quantities of Gas is impaired so that EAST CHEYENNE is unable to receive, store or deliver the quantities provided for in its Storage Service Agreements with Customers for Interruptible services without impairment of service to higher priority service Customers, then capacity, withdrawals and/or injections will be allocated according to the priority of service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

8. GENERAL TERMS AND CONDITIONS

Applicable provisions of the General Terms and Conditions of this FERC Gas Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this EIWS Rate Schedule, where applicable, and shall supplement the terms and conditions governing service rendered hereunder, as though stated herein; provided, however, that in the event of any inconsistency, the terms of this EIWS Rate Schedule shall control.

**ISS RATE SCHEDULE  
INTERRUPTIBLE STORAGE SERVICE**

1. AVAILABILITY

This Rate Schedule is available to any Customer for the purchase of Interruptible storage service (“ISS”) from EAST CHEYENNE, provided that:

(a) EAST CHEYENNE has determined that it has sufficient operationally available and uncommitted Interruptible storage capacity and injection and withdrawal capacity to perform the service Customer has requested;

(b) Customer and EAST CHEYENNE have executed an Interruptible Storage Service Agreement under this Rate Schedule;

(c) Customer accepts responsibility for arranging any transportation service required for utilization of the storage service provided under this Rate Schedule;

(d) EAST CHEYENNE has determined that the service Customer has requested will not interfere with the efficient operation of its system of with Firm Storage Services; and

(e) Service under this Rate Schedule may not be available to the extent that EAST CHEYENNE would be required to construct, modify, expand or acquire any facilities to enable EAST CHEYENNE to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all Interruptible storage service rendered by EAST CHEYENNE to Customer through use of EAST CHEYENNE’s Facility pursuant to an executed Interruptible Storage Service Agreement.

2.1 Interruptible storage service rendered to Customer under this Rate Schedule shall consist of:

(a) The receipt on any Day of Customer’s Gas per Customer’s nomination up to Customer’s Maximum Daily Injection Quantity (“MDIQ”) and Maximum Daily Receipt Quantity (“MDRQ”) as stated in the executed Interruptible Storage Service Agreement, plus Fuel Reimbursement, at the Point(s) of Receipt and the injection of Gas so received into storage, provided that all higher priority service nominations for injections have been satisfied and Customer’s Storage Inventory has not exceeded Customer’s Maximum Storage Quantity (“MSQ”);

(b) The storage of Gas in amounts up to Customer’s Interruptible MSQ, as stated in the executed Interruptible Storage Service Agreement, provided that all higher priority service requests to utilize Storage Inventory have been satisfied; and

(c) The withdrawal from storage on any Day of Customer’s Gas per Customer’s nomination up to Customer’s Maximum Daily Withdrawal Quantity (“MDWQ”) and Maximum Daily Delivery Quantity (“MDDQ”) as stated in the executed Interruptible Storage Service Agreement, less Fuel

Reimbursement, and the delivery of such Gas to the Point(s) of Delivery, provided that all higher priority service nominations for withdrawal have been satisfied and Customer has a quantity of Gas in Customer's Interruptible Storage Inventory not less than the quantity Customer shall have nominated for withdrawal on such Day.

2.2 To the extent Interruptible storage capacity which is being utilized by an Interruptible Customer hereunder is needed by EAST CHEYENNE in order to satisfy EAST CHEYENNE's obligations to Firm Storage Service or higher priority Interruptible service Customers or to meet system needs, EAST CHEYENNE shall require Customer to withdraw all, or any portion of, the ISS Gas quantities held in storage by EAST CHEYENNE for the account of Customer as specified by EAST CHEYENNE. Unless EAST CHEYENNE otherwise agrees, Customer shall be required to make ratable withdrawals. If Customer fails to withdraw such ISS Gas from storage, EAST CHEYENNE may take, free and clear of any adverse claims, title to such ISS Storage Inventory as Customer was instructed to withdraw. EAST CHEYENNE's notice to Customer may be given orally, but shall be confirmed in writing via e-mail or facsimile to the Customer.

In the event that EAST CHEYENNE retains and takes title to any of Customer's Gas pursuant to this Section, EAST CHEYENNE shall credit the value of such Gas, net of any costs incurred by EAST CHEYENNE to take title to and/or resell such Gas, in accordance with the provisions of Section 31 of the General Terms and Conditions of this FERC Gas Tariff.

In the event EAST CHEYENNE needs to require Customer to withdraw its Gas from storage pursuant to this Section, EAST CHEYENNE shall provide day-ahead notice to Customer that it must withdraw Gas at its MDWQ during the next Day. EAST CHEYENNE shall repeat this notice on a daily basis until all of Customer's Gas is withdrawn from storage or until the circumstances necessitating interruption are alleviated. In the event Customer makes a timely nomination in response to a notification by EAST CHEYENNE pursuant to this paragraph, Customer's obligation to comply with that notification shall be tolled until such time as EAST CHEYENNE's operational conditions allow EAST CHEYENNE to schedule the nomination.

### 3. RATES AND CHARGES

Customer shall pay rates and charges for Interruptible storage service under this Rate Schedule including the applicable storage rate components set forth in the ISS Rate Statement and as described below:

(a) Storage Inventory Charge. A usage charge for each Dth of Gas in Customer's Storage Inventory pursuant to Section 2.1(b) of this Rate Schedule at the end of each Day, for each Day during a given Month.

(b) Storage Injection Charge. A usage charge for each Dth of Customer's Gas injected into EAST CHEYENNE's facilities pursuant to Section 2.1(a) of this Rate Schedule.

(c) Storage Withdrawal Charge. A usage charge for each Dth of Customer's Gas withdrawn from EAST CHEYENNE's facilities pursuant to Section 2.1(c) of this Rate Schedule.

(d) Fuel Reimbursement. The amount of Gas for fuel and losses determined in accordance with Section 18 of the General Terms and Conditions of this FERC Gas Tariff and set forth in Customer's Interruptible Storage Service Agreement.

(e) Regulatory Fees and Charges. Customer shall reimburse EAST CHEYENNE for all fees and charges, as required by the Commission or any other regulatory body, that are related to service provided under this Rate Schedule, as set forth in Customer's Interruptible Storage Service Agreement.

(f) Taxes. Customer shall reimburse EAST CHEYENNE for all applicable taxes as may be assessed EAST CHEYENNE, as set forth in Section 14 of the General Terms and Conditions of this FERC Gas Tariff and in Customer's Interruptible Storage Service Agreement.

#### 4. INVOICE

Each invoice for Interruptible storage service shall reflect the applicable charges set forth under Section 3 of this Rate Schedule, at rates set forth in Customer's Interruptible Storage Service Agreement.

#### 5. TERM

The term for service under this Rate Schedule shall be as set forth in the executed Interruptible Storage Service Agreement.

#### 6. AUTHORIZATION, RATES, TERMS AND CHANGES

6.1 The Interruptible Storage Service Agreement and the respective obligations of the Parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by FERC, and any state or local governmental agency having jurisdiction, of requisite authorization for EAST CHEYENNE to provide the storage service contemplated hereby and to construct and operate the facilities necessary to provide such service and for any connected pipeline to transport Gas to/from the Point(s) of Receipt/Delivery necessary to effect the service provided for herein.

6.2 EAST CHEYENNE shall have the right to propose to FERC or any other governing regulatory body such changes in its rates and terms of service as it deems necessary, and the Interruptible Storage Service Agreement executed by the Parties shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Customer's right to protest the same; provided, however, that any market-based rates negotiated between EAST CHEYENNE and its Customer(s) shall remain in effect during the term(s) of the Interruptible Storage Service Agreement(s) specifying such rates.

#### 7. CURTAILMENT

If, due to any cause whatsoever, EAST CHEYENNE's capability to receive, store or deliver quantities of Gas is impaired so that EAST CHEYENNE is unable to receive, store or deliver the quantities provided for in its Interruptible Storage Service Agreements with Customers without impairment of service to higher priority service Customers, then capacity, withdrawals and/or injections will be allocated according to the priority of service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

## 8. EXPIRATION OF TERM

8.1 At least thirty (30) Days prior to the expiration of any primary term or renewed term of Customer's Interruptible Storage Service Agreement, EAST CHEYENNE shall notify Customer to withdraw all Interruptible Storage Inventory held by EAST CHEYENNE for Customer's account; provided, however, any Interruptible Storage Service Agreement that has a term of thirty (30) Business Days or less shall not require such foregoing notice but notice shall be deemed to have been given on the first Day of the primary term or the renewed term of such Agreement. EAST CHEYENNE's notice to Customer may be given orally, but shall be confirmed in writing via e-mail or facsimile to Customer. Within ten (10) Days of such notice, EAST CHEYENNE and Customer shall either agree on mutually acceptable terms by which EAST CHEYENNE shall cash out the Interruptible Storage Inventory or Customer must physically withdraw the Interruptible Storage Inventory before the end of the contract term. If, by midnight on the last Day of the contract term, Customer has failed to withdraw such Interruptible Storage Inventory, then EAST CHEYENNE may take, free and clear of any adverse claims or obligation to Customer, title to such Interruptible Storage Inventory; provided, however, that if Customer was unable to withdraw its Interruptible Storage Inventory quantities due to an interruption of Customer's withdrawal service during the last ten (10) Days before termination, Customer shall be allowed an additional number of days, corresponding to the period of interruption of its withdrawal service, to withdraw its Interruptible Storage Inventory quantities following the end of the contract term.

8.2 In the event that EAST CHEYENNE retains and takes title to any of Customer's Gas pursuant to this Section 8, EAST CHEYENNE shall dispose of such Gas by auction and shall credit the net proceeds received from such auction in accordance with the provisions of Section 31 of the General Terms and Conditions of this FERC Gas Tariff.

## 9. GENERAL TERMS AND CONDITIONS

Applicable provisions of the General Terms and Conditions of this FERC Gas Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this ISS Rate Schedule, where applicable, and shall supplement the terms and conditions governing service rendered hereunder, as though stated herein; provided, however, that in the event of any inconsistency, the terms of this ISS Rate Schedule shall control.

**IHBS RATE SCHEDULE  
INTERRUPTIBLE HOURLY BALANCING SERVICE**

1. AVAILABILITY

This Rate Schedule is available to any Customer for the purchase of Interruptible hourly balancing service ("IHBS") from EAST CHEYENNE, provided that:

(a) EAST CHEYENNE has determined that it has sufficient operationally available and uncommitted Interruptible storage capacity and injection and withdrawal capacity to perform the service Customer has requested;

(b) Customer and EAST CHEYENNE have executed an Interruptible Hourly Balancing Service Agreement under this Rate Schedule;

(c) Customer accepts responsibility for arranging any transportation service required for utilization of the storage service provided under this Rate Schedule, including making any necessary arrangements with pipeline Transporter(s) for Customer to utilize hourly balancing service at one or more delivery points on the Transporter's (s') pipeline system(s) (any such arrangements for utilization of hourly balancing service must be acceptable to EAST CHEYENNE, in its reasonable judgment);

(d) EAST CHEYENNE has determined that it can offer Interruptible hourly balancing service between the Customer's point(s) of delivery on the transporting pipeline(s) and EAST CHEYENNE's Point(s) of Delivery/Receipt;

(e) EAST CHEYENNE has determined that the service Customer has requested will not interfere with the efficient operation of its system or with Firm Storage Services; and

(f) Service under this Rate Schedule may not be available to the extent that EAST CHEYENNE would be required to construct, modify, expand or acquire any facilities to enable EAST CHEYENNE to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all Interruptible hourly balancing service rendered by EAST CHEYENNE to Customer through use of EAST CHEYENNE's Facility pursuant to an executed Interruptible Hourly Balancing Service Agreement.

2.1 Interruptible hourly balancing service rendered to Customer under this Rate Schedule shall consist of:

(a) The receipt on any Day of Customer's Gas per Customer's nomination up to the Maximum Daily Injection Quantity ("MDIQ") and Maximum Daily Receipt Quantity ("MDRQ") as stated in Customer's executed Interruptible Hourly Balancing Service Agreement, plus Fuel Reimbursement, at the Point(s) of Receipt and the injection of Gas so received into storage, provided that all higher priority service nominations for injections have been satisfied and Customer's Storage Inventory has not exceeded Customer's Maximum Storage Quantity ("MSQ");

(b) The storage of Gas in amounts up to the Interruptible MSQ, as stated in Customer's executed Interruptible Hourly Balancing Service Agreement, provided that all higher priority service requests to utilize Storage Inventory have been satisfied;

(c) The withdrawal from storage on any Day of Customer's Gas per Customer's nomination up to the Maximum Daily Withdrawal Quantity ("MDWQ") and Maximum Daily Delivery Quantity ("MDDQ") as stated in Customer's executed Interruptible Hourly Balancing Service Agreement and the delivery of such Gas, less Fuel Reimbursement, to the Point(s) of Delivery, provided that all higher priority service nominations for withdrawal have been satisfied and Customer has a quantity of Gas in Customer's Interruptible Storage Inventory not less than the quantity Customer shall have nominated for withdrawal on such Day; and

(d) For each hour during a Day, subject to the maximum hourly limit as set forth in Customer's Interruptible Hourly Balancing Service Agreement, the receipt or delivery by EAST CHEYENNE at the Point(s) of Receipt/Delivery designated by Customer of hourly balancing quantities of Gas which shall be the difference, on an hourly basis, between (i) the injections to or withdrawals from EAST CHEYENNE's storage of Gas as nominated by Customer to meet Customer's desired hourly pattern of deliveries at its delivery point(s) on the Transporter's (s') pipeline system(s) and (ii) Customer's ratable flow quantities on EAST CHEYENNE's system (1/24 of Daily nominated quantities); provided that all higher priority service nominations have been satisfied and that hourly balancing quantities shall not cause Customer's Interruptible Storage Inventory to exceed the MSQ set forth in Customer's Interruptible Hourly Balancing Service Agreement or to be less than zero (0).

2.2 Hourly balancing quantities must be nominated and scheduled pursuant to this Rate Schedule and Section 7 of the General Terms and Conditions of this FERC Gas Tariff. In addition to the day-ahead and intraday nominations provided for in Section 7 of the General Terms and Conditions, Customer shall be permitted to submit nominations for hourly balancing quantities, and to adjust its hourly balancing quantity nominations within a Day by providing not less than one hour notice to EAST CHEYENNE before the start of an hour for which Customer requests to change a nomination, provided that such hourly nominations, including changes in hourly nominations, are subject to confirmation with the transporting pipeline. Interruptible Hourly Balancing Service is not intended to serve as an Operational Balancing Agreement to account for hourly deviations between scheduled volumes and volumes actually taken by Customer at its point(s) of delivery on the transporting pipeline(s). Such deviations shall be subject to reconciliation pursuant to the Customer's transportation agreement(s) with its pipeline Transporter(s) and the pipeline Transporter's (s') tariff(s).

2.3 In the event Customer desires to use Interruptible balancing service for balancing at more than one delivery point on Transporters' pipeline systems under its Interruptible Hourly Balancing Service Agreement, hourly balancing quantities for each such delivery point shall be separately determined, nominated and used for purposes of billing Hourly Balancing Charges.

2.4 To the extent Interruptible storage capacity which is being utilized by an Interruptible Customer hereunder is needed by EAST CHEYENNE in order to satisfy EAST CHEYENNE's obligations to Firm Storage Service or higher priority Interruptible service Customers or to meet system needs, EAST CHEYENNE shall require Customer to withdraw all, or any portion of, the IHBS Gas quantities held in storage by EAST CHEYENNE for the account of Customer as specified by EAST CHEYENNE. Unless EAST CHEYENNE otherwise agrees, Customer shall be required to make ratable withdrawals. If Customer fails

to withdraw such IHBS Gas from storage, EAST CHEYENNE may take, free and clear of any adverse claims, title to such IHBS Storage Inventory as Customer was instructed to withdraw. EAST CHEYENNE's notice to Customer may be given orally, but shall be confirmed in writing via e-mail or facsimile to the Customer.

In the event that EAST CHEYENNE retains and takes title to any of Customer's Gas pursuant to this Section, EAST CHEYENNE shall credit the value of such Gas, net of any costs incurred by EAST CHEYENNE to take title to and/or resell such Gas, in accordance with the provisions of Section 31 of the General Terms and Conditions of this FERC Gas Tariff.

In the event EAST CHEYENNE needs to require Customer to withdraw its Gas from storage pursuant to this Section, EAST CHEYENNE shall provide day-ahead notice to Customer that it must withdraw Gas at its MDWQ during the next Day. EAST CHEYENNE shall repeat this notice on a daily basis until all of Customer's Gas is withdrawn from storage or until the circumstances necessitating interruption are alleviated. In the event Customer makes a timely nomination in response to a notification by EAST CHEYENNE pursuant to this paragraph, Customer's obligation to comply with that notification shall be tolled until such time as EAST CHEYENNE's operational conditions allow EAST CHEYENNE to schedule the nomination.

### 3. RATES AND CHARGES

Customer shall pay rates and charges for Interruptible hourly balancing service under this Rate Schedule including the applicable storage rate components set forth in the IHBS Rate Statement and as described below:

(a) Hourly Balancing Charge. A usage charge for each Dth of hourly balancing quantities injected to or withdrawn from storage for Customer's account pursuant to Section 2.1(d) of this Rate Schedule.

(b) Storage Inventory Charge. A usage charge for each Dth of Gas in Customer's Storage Inventory pursuant to Section 2.1(b) of this Rate Schedule at the end of each Day, for each Day during a given Month.

(c) Storage Injection Charge. A usage charge for each Dth of Customer's Gas injected into EAST CHEYENNE's facilities pursuant to Section 2.1(a) of this Rate Schedule.

(d) Storage Withdrawal Charge. A usage charge for each Dth of Customer's Gas withdrawn from EAST CHEYENNE's facilities pursuant to Section 2.1(c) of this Rate Schedule.

(e) Fuel Reimbursement. The amount of Gas for fuel and losses determined in accordance with Section 18 of the General Terms and Conditions of this FERC Gas Tariff and set forth in Customer's Interruptible Hourly Balancing Service Agreement.

(f) Regulatory Fees and Charges. Customer shall reimburse EAST CHEYENNE for all fees and charges, as required by the Commission or any other regulatory body, that are related to service provided under this Rate Schedule, as set forth in Customer's Interruptible Hourly Balancing Service Agreement.



(g) Taxes. Customer shall reimburse EAST CHEYENNE for all applicable taxes as may be assessed EAST CHEYENNE, as set forth in Section 14 of the General Terms and Conditions of this FERC Gas Tariff and in Customer's Interruptible Hourly Balancing Service Agreement.

4. INVOICE

Each invoice for Interruptible hourly balancing service shall reflect the applicable charges set forth under Section 3 of this Rate Schedule, at rates set forth in Customer's Interruptible Hourly Balancing Service Agreement.

5. TERM

The term for service under this Rate Schedule shall be as set forth in the executed Interruptible Hourly Balancing Service Agreement.

6. AUTHORIZATION, RATES, TERMS AND CHANGES

6.1 The Interruptible Hourly Balancing Service Agreement and the respective obligations of the Parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by FERC, and any state or local governmental agency having jurisdiction, of requisite authorization for EAST CHEYENNE to provide the storage service contemplated hereby and to construct and operate the facilities necessary to provide such service and for any connected pipeline to transport Gas to/from the Point(s) of Receipt/Delivery necessary to effect the service provided for herein.

6.2 EAST CHEYENNE shall have the right to propose to FERC or any other governing regulatory body such changes in its rates and terms of service as it deems necessary, and the Interruptible Hourly Balancing Service Agreement executed by the Parties shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Customer's right to protest the same; provided, however, that any market-based rates negotiated between EAST CHEYENNE and its Customer(s) shall remain in effect during the term(s) of the Interruptible Hourly Balancing Service Agreement(s) specifying such rates.

7. CURTAILMENT

If, due to any cause whatsoever, EAST CHEYENNE's capability to receive, store or deliver quantities of Gas is impaired so that EAST CHEYENNE is unable to receive, store or deliver the quantities provided for in its Storage Service Agreements with Customers for Interruptible services without impairment of service to higher priority service Customers, then capacity, withdrawals and/or injections will be allocated according to the priority of service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

8. EXPIRATION OF TERM

8.1 At least thirty (30) Days prior to the expiration of any primary term or renewed term of Customer's Interruptible Hourly Balancing Service Agreement, EAST CHEYENNE shall notify Customer to withdraw all Interruptible Storage Inventory held by EAST CHEYENNE for Customer's account; provided, however, any Interruptible Hourly Balancing Service Agreement that has a term of thirty (30) Business

Days or less shall not require such foregoing notice but notice shall be deemed to have been given on the first Day of the primary term or the renewed term of such Agreement. EAST CHEYENNE's notice to Customer may be given orally, but shall be confirmed in writing via e-mail or facsimile to Customer. Within ten (10) Days of such notice, EAST CHEYENNE and Customer shall either agree on mutually acceptable terms by which EAST CHEYENNE shall cash out the Interruptible Storage Inventory or Customer must physically withdraw the Interruptible Storage Inventory before the end of the contract term. If, by midnight on the last Day of the contract term, Customer has failed to withdraw such Interruptible Storage Inventory, then EAST CHEYENNE may take, free and clear of any adverse claims or obligation to Customer, title to such Interruptible Storage Inventory; provided, however, that if Customer was unable to withdraw its Interruptible Storage Inventory quantities due to an interruption of Customer's withdrawal service during the last ten (10) Days before termination, Customer shall be allowed an additional number of days, corresponding to the period of interruption of its withdrawal service, to withdraw its Interruptible Storage Inventory quantities following the end of the contract term.

8.2 In the event that EAST CHEYENNE retains and takes title to any of Customer's Storage Inventory pursuant to this Section 8, EAST CHEYENNE shall dispose of such Storage Inventory by auction and shall credit the net proceeds received from such auction in accordance with the provisions of Section 31 of the General Terms and Conditions of this FERC Gas Tariff.

## 9. GENERAL TERMS AND CONDITIONS

Applicable provisions of the General Terms and Conditions of this FERC Gas Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this IHBS Rate Schedule, where applicable, and shall supplement the terms and conditions governing service rendered hereunder, as though stated herein; provided, however, that in the event of any inconsistency, the terms of this IHBS Rate Schedule shall control.

**IPS RATE SCHEDULE  
INTERRUPTIBLE PARKING SERVICE**

1. AVAILABILITY

This Rate Schedule is available to any Customer for the purchase of Interruptible parking service (“IPS”) from EAST CHEYENNE, provided that:

(a) EAST CHEYENNE has determined that it has sufficient operationally available Interruptible storage capacity, injection and withdrawal capacity to perform the parking service Customer has requested;

(b) EAST CHEYENNE has determined that the parking service Customer has requested will not interfere with efficient operation of its system or with Firm Storage Services;

(c) Customer and EAST CHEYENNE have executed a Hub Services Agreement under this Rate Schedule;

(d) Customer accepts responsibility for arranging any transportation service required for utilization of the parking service provided under this Rate Schedule; and

(e) Service under this Rate Schedule may not be available to the extent that EAST CHEYENNE would be required to construct, modify, expand or acquire any facilities to enable EAST CHEYENNE to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all Interruptible parking service rendered by EAST CHEYENNE to Customer through use of EAST CHEYENNE’s Facility pursuant to an executed Hub Services Agreement.

2.1 Interruptible parking service rendered by EAST CHEYENNE to Customer under this Rate Schedule shall consist of:

(a) The receipt on any Day and injection into storage of Customer’s Gas per Customer’s nomination up to the Maximum Daily Injection Quantity (“MDIQ”) and Maximum Daily Receipt Quantity (“MDRQ”) stated in Exhibit A to Customer’s Hub Services Agreement, plus Fuel Reimbursement, to the Point(s) of Receipt located on EAST CHEYENNE’s system, provided that (i) all higher priority service nominations for injection have been satisfied and system needs allow, and (ii) Customer’s Park Balance is less than the Maximum Park Quantity (“MPQ”) set forth in Exhibit A of the Customer’s Hub Services Agreement;

(b) The storage of Gas in amounts up to Customer’s MPQ provided that all higher priority service storage needs have been satisfied and system needs allow; and

(c) The withdrawal from storage on any Day and delivery of Customer’s Gas, less Fuel Reimbursement, per Customer’s nomination to the Point(s) of Delivery up to Customer’s Maximum Daily Withdrawal Quantity (“MDWQ”) and Maximum Daily Delivery Quantity (“MDDQ”) stated in Exhibit A to Customer’s Hub Services Agreement, provided that all higher priority service nominations for

withdrawal have been satisfied and system needs allow, and that Customer has a quantity of Gas stored in Customer's Park Balance not less than the quantity the Customer shall have nominated for withdrawal on such Day.

2.2 To the extent storage capacity which is being utilized by an Interruptible Customer hereunder is needed by EAST CHEYENNE in order to satisfy EAST CHEYENNE's obligations to Firm Storage Service or higher priority Interruptible service Customers or to meet system needs, EAST CHEYENNE shall require Customer to withdraw all, or any portion of, the IP Gas quantities held in storage by EAST CHEYENNE for the account of Customer as specified by EAST CHEYENNE. Unless EAST CHEYENNE otherwise agrees, Customer shall be required to make ratable withdrawals. If Customer fails to withdraw such IP Park Balance, then EAST CHEYENNE may take, free and clear of any adverse claims, title to such IP Park Balance as Customer was instructed to withdraw. EAST CHEYENNE's notice to Customer may be given orally, but shall be confirmed in writing via e-mail or facsimile to the Customer.

In the event that EAST CHEYENNE retains and takes title to any of Customer's Gas pursuant to this Section, EAST CHEYENNE shall credit the value of such Gas, net of any costs incurred by EAST CHEYENNE to take title to and/or resell such Gas, in accordance with the provisions of Section 31 of the General Terms and Conditions of this FERC Gas Tariff.

In the event EAST CHEYENNE needs to require Customer to withdraw its Gas from storage pursuant to this Section, EAST CHEYENNE shall provide day-ahead notice to Customer that it must withdraw Gas at its MDWQ during the next Day. EAST CHEYENNE shall repeat this notice on a daily basis until all of Customer's Gas is withdrawn from storage or until the circumstances necessitating interruption are alleviated. In the event Customer makes a timely nomination in response to a notification by EAST CHEYENNE pursuant to this paragraph, Customer's obligation to comply with that notification shall be tolled until such time as EAST CHEYENNE's operational conditions allow EAST CHEYENNE to schedule the nomination.

### 3. RATES AND CHARGES

Customer shall pay rates and charges for Interruptible Parking Service under this Rate Schedule including the applicable parking rate components set forth in the IPS Rate Statement and as described below:

(a) Interruptible Parking Charge. A charge for each Dth of Gas in Customer's Park Balance at the end of each Day, for each Day during a given Month.

(b) Interruptible Parking Injection Charge. A charge for each Dth of Customer's Gas injected into EAST CHEYENNE's facilities pursuant to Section 2.1(a) of this Rate Schedule during a given invoice period.

(c) Interruptible Parking Withdrawal Charge. A charge for each Dth of Customer's Gas withdrawn from EAST CHEYENNE's facilities pursuant to Section 2.1(c) of this Rate Schedule during a given invoice period.

(d) Fuel Reimbursement. The amount of Gas for fuel and losses determined in accordance with Section 18 of the General Terms and Conditions of this FERC Gas Tariff and set forth in Customer's Hub Services Agreement.

(e) Regulatory Fees and Charges. Customer shall reimburse EAST CHEYENNE for all fees and charges, as required by the Commission or any other regulatory body, that are related to service provided under this Rate Schedule, as set forth in Customer's Hub Services Agreement.

(f) Taxes. Customer shall reimburse EAST CHEYENNE for all applicable taxes as may be assessed EAST CHEYENNE, as set forth in Section 14 of the General Terms and Conditions of this FERC Gas Tariff and in Customer's Hub Services Agreement.

#### 4. INVOICE

Each invoice for Interruptible parking service shall reflect the applicable charges set forth under Section 3 of this Rate Schedule at rates and terms set forth in the Customer's Hub Services Agreement.

#### 5. TERM

The term for service under this Rate Schedule shall be as set forth in the Customer's Hub Services Agreement.

#### 6. AUTHORIZATION, RATES, TERMS AND CHANGES

6.1 The Hub Services Agreement and the respective obligations of the Parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by FERC, and any state or local governmental agency having jurisdiction, of requisite authorization for EAST CHEYENNE to provide the parking service contemplated hereby and to construct and operate the Gas storage facilities necessary to provide such parking service and for any connected pipeline to transport Gas to/from the Point(s) of Receipt/Delivery necessary to effect the parking service provided for herein.

6.2 EAST CHEYENNE shall have the right to propose to FERC or any other governing regulatory body such changes in its rates and terms of service as it deems necessary, and the Hub Services Agreement shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Customer's right to protest the same; provided, however, that any market-based rates negotiated between EAST CHEYENNE and its Customer(s) shall remain in effect during the term of the Hub Services Agreement(s) specifying such rates.

#### 7. CURTAILMENT

If, due to any cause whatsoever, EAST CHEYENNE's capability to receive, store or deliver quantities of Gas is impaired so that EAST CHEYENNE is unable to receive, store or deliver the quantities provided for in its Hub Services Agreement(s) with Customers without impairment of service to higher priority service Customers, then capacity, withdrawals and/or injections will be allocated according to the priority of service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

#### 8. EXPIRATION OF TERM

8.1 At least thirty (30) Business Days prior to the expiration of the term as specified in Customer's Hub Services Agreement, EAST CHEYENNE shall notify Customer to withdraw all of the

Interruptible Storage Inventory held by EAST CHEYENNE for Customer's account; provided, however, any Hub Services Agreement that has a term of thirty (30) Business Days or less shall not require such foregoing notice but notice shall be deemed to have been given on the first Day of the primary term or the renewed term of such Agreement. EAST CHEYENNE's notice to Customer may be given orally, but shall be confirmed in writing via e-mail or facsimile to Customer. Within ten (10) Business Days of such notice, EAST CHEYENNE and Customer shall either agree on mutually acceptable terms by which EAST CHEYENNE shall cash out the Interruptible Storage Inventory or Customer must physically withdraw the Interruptible Storage Inventory before the end of the contract term. If, by midnight on the last Day of the contract term, Customer has failed to withdraw such Interruptible Storage Inventory, then EAST CHEYENNE may take, free and clear of any adverse claims or obligation to Customer, title to such Interruptible Storage Inventory; provided, however, that if Customer was unable to withdraw its Interruptible Storage Inventory due to an interruption of Customer's withdrawal service during the last ten (10) Days before termination, Customer shall be allowed an additional number of days, corresponding to the period of interruption of its withdrawal service to withdraw its Interruptible Storage Inventory following the end of the contract term.

8.2 In the event that EAST CHEYENNE retains and takes title to any of Customer's Gas pursuant to this Section 8, EAST CHEYENNE shall dispose of such Gas by auction and shall credit the net proceeds received from such auction in accordance with the provisions of Section 31 of the General Terms and Conditions of this FERC Gas Tariff.

## 9. GENERAL TERMS AND CONDITIONS

Applicable provisions of the General Terms and Conditions of this FERC Gas Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this IPS Rate Schedule, where applicable, and shall supplement the terms and conditions governing service rendered hereunder, as though stated herein; provided, however, that in the event of any inconsistency, the terms of this IPS Rate Schedule shall control.

**IWS RATE SCHEDULE  
INTERRUPTIBLE WHEELING SERVICE**

1. AVAILABILITY

This Rate Schedule is available to any Customer for the purchase of Interruptible wheeling service (“IWS”) from EAST CHEYENNE, provided that:

(a) EAST CHEYENNE has determined that it has sufficient operationally available Interruptible wheeling, receipt and delivery capacity to perform the service Customer has requested;

(b) EAST CHEYENNE has determined that service Customer has requested will not interfere with efficient operation of its system or with Firm Storage Services;

(c) Customer and EAST CHEYENNE have executed a Hub Services Agreement under this Rate Schedule;

(d) Customer accepts responsibility for arranging any upstream and/or downstream transportation service required for utilization of the wheeling service provided under this Rate Schedule; and

(e) Service under this Rate Schedule may not be available to the extent that EAST CHEYENNE would be required to construct, modify, expand or acquire any facilities to enable EAST CHEYENNE to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all Interruptible wheeling service rendered by EAST CHEYENNE to Customer through use of EAST CHEYENNE’s Facility pursuant to an executed Hub Services Agreement.

2.1 Interruptible wheeling service rendered by EAST CHEYENNE to Customer under this Rate Schedule shall consist of:

(a) The transportation of Gas, on an Interruptible basis, by EAST CHEYENNE for Customer on EAST CHEYENNE’s system between agreed upon Point(s) of Receipt and Point(s) of Delivery.

(b) EAST CHEYENNE shall, on an Interruptible basis, receive Gas for Customer at Point(s) of Receipt and shall transport and deliver at the Point(s) of Delivery, less Fuel Reimbursement, daily quantities of Gas up to the Maximum Daily Wheeling Quantity (“MDTQ”) as specified in Exhibit A to the Customer’s Hub Services Agreement; provided, however, EAST CHEYENNE shall not be obligated to receive, transport and/or deliver quantities of Gas on any Day in excess of the quantity nominated and scheduled for that Day. Interruptible wheeling service shall be available only in the event that all higher priority service needs have been satisfied.

3. RATES AND CHARGES

Customer shall pay rates and charges for Interruptible wheeling service under this Rate Schedule including the applicable wheeling rate components set forth in the IWS Rate Statement and as described

below:

(a) Interruptible Wheeling Charge. A charge for each Dth of Customer's Gas wheeled by EAST CHEYENNE.

(b) Fuel Reimbursement. The amount of Gas for fuel and losses determined in accordance with Section 18 of the General Terms and Conditions of this FERC Gas Tariff and as set forth in Customer's Hub Services Agreement.

(c) Regulatory Fees and Charges. Customer shall reimburse EAST CHEYENNE for all fees and charges, as required by the Commission or any other regulatory body, that are related to service provided under this Rate Schedule, as set forth in the Hub Services Agreement.

(d) Taxes. Customer shall reimburse EAST CHEYENNE for all applicable taxes as may be assessed EAST CHEYENNE, as set forth in Section 14 of the General Terms and Conditions of this FERC Gas Tariff and in Customer's Hub Services Agreement.

#### 4. INVOICE

Each invoice for Interruptible wheeling service shall reflect the applicable charges set forth under Section 3 of this Rate Schedule at rates and terms set forth in Customer's Hub Services Agreement.

#### 5. TERM

The term for service under this Rate Schedule shall be as set forth in Customer's Hub Services Agreement.

#### 6. AUTHORIZATION, RATES, TERMS AND CHANGES

6.1 The Hub Services Agreement and the respective obligations of the Parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by FERC, and any state or local governmental agency having jurisdiction, of requisite authorization for EAST CHEYENNE to provide the wheeling service contemplated hereby and to construct and operate the Gas wheeling facilities necessary to provide such wheeling service and for any connected pipeline to transport Gas to/from the Point(s) of Receipt/Delivery necessary to effect the wheeling service provided for herein.

6.2 EAST CHEYENNE shall have the right to propose to FERC or any other governing regulatory body such changes in its rates and terms of service as it deems necessary, and the Hub Services Agreement shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Customer's right to protest the same; provided, however, that any market-based rates negotiated between EAST CHEYENNE and its Customer(s) shall remain in effect during the term of the Hub Services Agreement(s) specifying such rates.



7. CURTAILMENT

If, due to any cause whatsoever, EAST CHEYENNE's capability to receive, store or deliver quantities of Gas is impaired so that EAST CHEYENNE is unable to receive, store or deliver the quantities provided for in its Storage Service Agreements with Customers for Interruptible services without impairment of service to other higher priority service Customers, then capacity, withdrawals and/or injections will be allocated according to the priority of service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

8. GENERAL TERMS AND CONDITIONS

Applicable provisions of the General Terms and Conditions of this FERC Gas Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this IWS Rate Schedule, where applicable, and shall supplement the terms and conditions governing service rendered hereunder, as though stated herein; provided, however, that in the event of any inconsistency, the terms of this IWS Rate Schedule shall control.

**ILS RATE SCHEDULE  
INTERRUPTIBLE LOAN SERVICE**

1. AVAILABILITY

This Rate Schedule is available to any Customer for the purchase of Interruptible loan service (“ILS”) from EAST CHEYENNE, provided that:

(a) EAST CHEYENNE has determined that it has sufficient operationally available Interruptible storage capacity, injection and withdrawal capacity and quantities of Gas to loan to perform the service Customer has requested;

(b) EAST CHEYENNE has determined that the loan service Customer has requested will not interfere with efficient operation of its system or with Firm Storage Services;

(c) Customer and EAST CHEYENNE have executed a Hub Services Agreement under this Rate Schedule;

(d) Customer accepts responsibility for arranging any transportation service required for utilization of the loan service provided under this Rate Schedule; and

(e) Service under this Rate Schedule may not be available to the extent that EAST CHEYENNE would be required to construct, modify, expand or acquire any facilities to enable EAST CHEYENNE to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all Interruptible loan service rendered by EAST CHEYENNE to Customer through use of EAST CHEYENNE’s Facility pursuant to an executed Hub Services Agreement.

2.1 Interruptible loan service rendered by EAST CHEYENNE to Customer under this Rate Schedule shall consist of:

(a) the advancement to Customer, upon nomination and subsequent confirmation, of daily quantities of Gas in storage up to Customer’s Maximum Daily Withdrawal Quantity (“MDWQ”) and Maximum Daily Delivery Quantity (“MDDQ”) stated in Exhibit A to Customer’s Hub Services Agreement, less Fuel Reimbursement, provided that (i) all higher priority service nominations for withdrawal have been satisfied and system needs allow, and (ii) Customer’s Loan Balance is less than the Maximum Loan Quantity (“MLQ”) specified in Exhibit A to Customer’s Hub Services Agreement; and

(b) the return by Customer of the borrowed quantities of Gas to Eat Cheyenne at the time to be agreed upon as set forth in Exhibit A to Customer’s Hub Services Agreement, including applicable Fuel Reimbursement, to Point(s) of Receipt in quantities on any Day up to Customer’s Maximum Daily Injection Quantity (“MDIQ”) and Maximum Daily Receipt Quantity (“MDRQ”) stated in Exhibit A to Customer’s Hub Services Agreement, provided that all higher priority service nominations for injection have been satisfied and system needs allow.

2.2 To the extent Gas that is advanced to a Customer hereunder is needed by EAST CHEYENNE in order to satisfy EAST CHEYENNE's obligations to Firm Storage Service or higher priority Interruptible service Customers or to meet system needs, EAST CHEYENNE may at its reasonable judgment and upon giving notice to Customer, interrupt the continuation of any or all services hereunder and require Customer to replace or replenish all, or any portion, of the ILS Gas quantities borrowed by Customer at a time to be agreed upon. Unless EAST CHEYENNE otherwise agrees, Customer shall be required to make ratable injections.

2.3 If Customer fails to replace or replenish borrowed Gas to EAST CHEYENNE at the agreed upon time, EAST CHEYENNE may purchase replacement Gas and Customer shall pay EAST CHEYENNE the cost of the replacement Gas, which shall include the actual cost of replacement supplies and any costs or penalties incurred by EAST CHEYENNE or its Customers as a result of Customer's failure to deliver replacement Gas, plus all other costs incurred by EAST CHEYENNE to secure such replacement Gas, including, but not limited to, third-party marketing fees, transportation by third-party pipeline companies, and all other costs for securing replacement Gas.

2.4 In the event EAST CHEYENNE needs to require Customer to inject Gas into storage pursuant to this Section, EAST CHEYENNE shall provide day-ahead notice to Customer that it must inject Gas at its MDIQ during the next Day. EAST CHEYENNE shall repeat this notice on a daily basis until all of Customer's borrowed Gas is replaced or until the circumstances necessitating interruption of Customer's loan are alleviated. In the event Customer makes a timely nomination in response to a notification by EAST CHEYENNE pursuant to this paragraph, Customer's obligation to comply with that notification shall be tolled until such time as EAST CHEYENNE's operational conditions allow EAST CHEYENNE to schedule the nomination.

### 3. RATES AND CHARGES

Customer shall pay rates and charges for Interruptible loan service under this Rate Schedule including the applicable loan rate components set forth in the ILS Rate Statement and as described below:

(a) Interruptible Loan Charge. A charge for each Dth of Gas in Customer's Loan Balance at the end of each Day, for each Day during a given Month.

(b) Interruptible Loan Injection Charge. A charge for each Dth of Gas injected into EAST CHEYENNE's facilities pursuant to Section 2 of this Rate Schedule.

(c) Interruptible Loan Withdrawal Charge. A charge for each Dth of Gas withdrawn from EAST CHEYENNE's facilities pursuant to Section 2 of this Rate Schedule.

(d) Fuel Reimbursement. The amount of Gas for fuel and losses determined in accordance with Section 18 of the General Terms and Conditions of this FERC Gas Tariff and set forth in Customer's Hub Services Agreement.

(e) Regulatory Fees and Charges. Customer shall reimburse EAST CHEYENNE for all fees and charges, as required by the Commission or any other regulatory body, that are related to service provided under this Rate Schedule, as set forth in the Hub Services Agreement.

(f) Taxes. Customer shall reimburse EAST CHEYENNE for all applicable taxes as may be assessed EAST CHEYENNE, as set forth in Section 14 of the General Terms and Conditions of this FERC Gas Tariff and in Customer's Hub Services Agreement.

4. INVOICE

Each invoice for Interruptible loan service shall reflect the applicable charges set forth under Section 3 of this Rate Schedule at rates and terms set forth in Customer's Hub Services Agreement.

5. TERM

The term for service under this Rate Schedule shall be as set forth in the Customer's Hub Services Agreement.

6. AUTHORIZATION, RATES, TERMS AND CHANGES

6.1 The Hub Services Agreement and the respective obligations of the Parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by FERC, and any state or local governmental agency having jurisdiction, of requisite authorization for EAST CHEYENNE to provide the loan service contemplated hereby and to construct and operate the Gas storage facilities necessary to provide such loan service and for any connected pipeline to transport Gas to/from the Point(s) of Receipt/Delivery necessary to effect the loan service provided for herein.

6.2 EAST CHEYENNE shall have the right to propose to FERC or any other governing regulatory body such changes in its rates and terms of service as it deems necessary, and the Hub Services Agreement shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Customer's right to protest the same; provided, however, that any market-based rates negotiated between EAST CHEYENNE and its Customer(s) shall remain in effect during the term of the Hub Services Agreement(s) specifying such rates.

7. CURTAILMENT

If, due to any cause whatsoever, EAST CHEYENNE's capability to receive, store or deliver quantities of Gas is impaired so that EAST CHEYENNE is unable to receive, store or deliver the quantities provided for in its Storage Service Agreements with Customers for Interruptible services without impairment of service to higher priority service Customers, then capacity, withdrawals and/or injections will be allocated according to the priority of service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

8. GENERAL TERMS AND CONDITIONS

Applicable provisions of the General Terms and Conditions of this FERC Gas Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this ILS Rate Schedule, where applicable, and shall supplement the terms and conditions governing service rendered hereunder, as though stated herein; provided, however, that in the event of any inconsistency, the terms of this ILS Rate Schedule shall control.

**GENERAL TERMS AND CONDITIONS  
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1. INTRODUCTORY STATEMENT

Except where expressly stated otherwise, the General Terms and Conditions of EAST CHEYENNE's currently effective FERC Gas Tariff shall apply to all Gas services rendered by EAST CHEYENNE under any Storage Service Agreement, including, but not limited to, service under the FSS, NNSS, FPS, FLS, FHBS, EISS, EILS, EIWS, ISS, IHBS, IPS, IWS, and ILS Rate Schedules.

2. DEFINITIONS

2.1 "Action Alert" shall have the meaning set forth in Section 5.5(f).

2.2 "Authorized Overrun Quantity" means the quantity of Gas authorized by EAST CHEYENNE in excess of the reserved capacity specified in the applicable Storage Service Agreement or Exhibit A thereto.

2.3 "Bcf" means one billion (1,000,000,000) cubic feet.

2.4 "Btu" means one British Thermal Unit, and shall be the quantity of heat required to raise the temperature of one (1) pound of water from fifty-eight and five-tenths degrees (58.5 degrees) to fifty-nine and five-tenths degrees (59.5 degrees) Fahrenheit. The reporting basis for Btu is 14.73 dry psia at 60 degrees Fahrenheit (101.325 kPa at 15 degrees C) and dry.

2.5 "Business Day" means Monday through Friday, excluding Federal Banking Holidays for transactions in the United States, and similar holidays for transactions occurring in Canada and Mexico.

2.6 "Contract Year" means the twelve (12) month period beginning on the date storage service under a Storage Service Agreement commences and each subsequent twelve month period thereafter during the term of the Storage Service Agreement.

2.7 "Critical Notices" shall mean information pertaining to EAST CHEYENNE conditions that affect scheduling or adversely affect scheduled Gas flow.

2.8 "A cubic foot of Gas" equals the volume of Gas that occupies one cubic foot at a temperature of 60 degrees Fahrenheit, a pressure of 14.73 psia, and dry. Mcf means one thousand (1,000) cubic feet and MMcf means one million (1,000,000) cubic feet.

2.9 "Customer" means the party that holds all lawful right and/or title to the Gas that is being stored, parked and/or wheeled and who executes a Storage Service Agreement with EAST CHEYENNE.

2.10 "Day" means a period of twenty-four (24) consecutive hours, beginning and ending at 9:00 a.m. (Central Clock Time ("CCT")).

2.11 "Dekatherm" or "Dth" means the quantity of heat energy which is equivalent to 1,000,000 Btu. One "Dekatherm" of Gas means the quantity of Gas which contains one Dekatherm of heat energy.

2.12 "Elapsed Prorata Capacity" means that portion of the capacity that would have theoretically been available for use prior to the effective time of the intraday recall based upon a cumulative uniform hourly use of the capacity.

2.13 "Elapsed-prorated-scheduled Quantity" shall mean that portion of the scheduled quantity that would have theoretically flowed up to the effective time of the intraday nomination being confirmed, based upon a cumulative uniform hourly quantity for each nomination period affected.



2.14 “Facility” means the structure and facilities to be designed and constructed by EAST CHEYENNE for purposes of providing the service(s) contemplated by the Storage Service Agreement(s).

2.15 “FERC” or “Commission” means the Federal Energy Regulatory Commission or any successor agency.

2.16 “Firm Storage Service” means any service under Rate Schedules FSS, NNSS, FPS, FLS, or FHBS.

2.17 “Force Majeure” shall have the meaning set forth in Section 16.2 of these General Terms and Conditions.

2.18 “Fuel Reimbursement” shall have the meaning set forth in Section 18 of the General Terms and Conditions of this FERC Gas Tariff.

2.19 “Gas” means natural gas in its natural state, produced from wells, including casinghead gas produced with crude oil, natural gas from wells, residue gas resulting from processing both casinghead gas and gas well gas, and gas produced by the vaporization of liquefied natural gas.

2.20 “Internet Web Site” means EAST CHEYENNE’s HTML site accessible via the Internet’s World Wide Web and located at <http://www.gasnom.com/ip/eastcheyenne/>.

2.21 “Interruptible” means that the storage, parking, wheeling, loaning, or balancing service which is subject to interruption at any time by EAST CHEYENNE.

2.22 “Intraday nomination” means a nomination submitted after the nomination deadline whose effective time is no earlier than the beginning of the Day and runs through the end of that Day.

2.23 “Loan Balance” means the quantity of Gas, expressed in Dth, that EAST CHEYENNE has loaned to Customer, provided that the Loan Balance shall never exceed Customer’s Maximum Loan Quantity specified in Customer’s Firm Loan Service Agreement or Customer’s Hub Services Agreement.

2.24 “Maximum Daily Delivery Quantity” or “MDDQ” means the maximum quantity of Gas, expressed in Dth, specified in Customer’s Storage Service Agreement, that Customer may nominate and that EAST CHEYENNE shall deliver at a Point of Delivery, excluding Fuel Reimbursement, subject to Section 7.3 of these General Terms and Conditions.

2.25 “Maximum Daily Injection Quantity” or “MDIQ” means the maximum quantity of Gas, expressed in Dth, specified in Customer’s Storage Service Agreement, that Customer may nominate and that EAST CHEYENNE shall receive at all Point(s) of Receipt for injection into storage each Day, excluding Fuel Reimbursement, subject to Section 7.3 of these General Terms and Conditions.

2.26 “Maximum Daily Receipt Quantity” or “MDRQ” means the maximum quantity of Gas, expressed in Dth specified in Customer’s Storage Service Agreement, that Customer may nominate and that EAST CHEYENNE shall receive at each Point of Receipt, excluding Fuel Reimbursement, subject to Section 7.3 of these General Terms and Conditions.

2.27 “Maximum Daily Wheeling Quantity” or “MDTQ” means the maximum quantity of Gas, expressed in Dth, specified in Customer’s Hub Services Agreement that Customer may nominate and that EAST CHEYENNE shall transport, excluding Fuel Reimbursement, from a Point of Receipt to a Point of Delivery, subject to Section 7.3 of these General Terms and Conditions.

2.28 “Maximum Daily Withdrawal Quantity” or “MDWQ” means the maximum quantity of Gas, expressed in Dth, specified in Customer’s Storage Service Agreement, that Customer may nominate and that EAST CHEYENNE shall withdraw from storage and tender to Customer, excluding Fuel Reimbursement, at all Point(s) of Delivery, subject to Section 7.3 of these General Terms and Conditions.

2.29 “Maximum Loan Quantity” or “MLQ” means the maximum quantity of Gas, expressed in Dth, that EAST CHEYENNE is obligated to loan to Customer at EAST CHEYENNE’s Facility, as specified in Customer’s Firm Loan Service Agreement or in Customer’s Hub Services Agreement.

2.30 “Maximum Park Quantity” or “MPQ” means the maximum quantity of Gas, expressed in Dth, that Customer is permitted to have in storage in EAST CHEYENNE’s Facility, at any given time as specified in Customer’s Firm Parking Service Agreement or Customer’s Hub Services Agreement.

2.31 “Maximum Storage Quantity” or “MSQ” means the maximum quantity of Gas, expressed in Dth, that Customer is permitted to have in storage in EAST CHEYENNE’s Facility, at any given time as specified in the Storage Service Agreement.

2.32 “Month” means the period beginning at 9:00 a.m. Central Clock Time on the first Day of a calendar month and ending at 9:00 a.m. Central Clock Time on the first Day of the next succeeding month.

2.33 “No-Notice Maximum Daily Quantity” means the quantity of Gas, expressed in Dth, by which Customer may deviate from its nominations pursuant to its Firm Storage Service Agreement, as set forth in Customer’s No-Notice Service Agreement.

2.34 “North American Energy Standards Board” or “NAESB” means that accredited organization established to set standards for certain natural gas industry business practices and procedures. “WGQ” shall mean the Wholesale Gas Quadrant of NAESB. “NAESB Standards” shall mean the standardized business practices, procedures and criteria which have been adopted and published by the Wholesale Gas Quadrant of the North American Energy Standards Board and which have been adopted by reference by the Commission.

2.35 “Operational Flow Order” or “OFO” means an order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity of EAST CHEYENNE’s system or to maintain operations required to provide efficient and reliable firm service. Whenever EAST CHEYENNE experiences these conditions, any pertinent order will be referred to as an Operational Flow Order.

2.36 “Overrun” means any quantity that is not within Customer’s entitlements as set forth in Customer’s applicable Storage Service Agreement. Such quantities shall be deemed Interruptible service.

2.37 “Park Balance” means quantity of Gas, expressed in Dth, that Customer has in EAST CHEYENNE’s storage facilities for Customer’s account, provided that the Park Balance shall never exceed Customer’s Maximum Park Quantity specified in Customer’s Firm Parking Service Agreement or Customer’s Hub Services Agreement.

2.38 “Party” means EAST CHEYENNE or Customer.

2.39 “Point(s) of Delivery” means the point or points located on EAST CHEYENNE’s system, or a third-party pipeline system used by EAST CHEYENNE to provide service to its Customers pursuant to Section 29 of these General Terms and Conditions, specified in Customer’s Storage Service Agreement at which EAST CHEYENNE shall tender Gas to Customer.

2.40 “Point(s) of Receipt” means the point or points located on EAST CHEYENNE’s system, or a third-party pipeline system used by EAST CHEYENNE to provide service to its Customers pursuant to Section 29 of these General Terms and Conditions, specified in Customer’s Storage Service Agreement at which EAST CHEYENNE shall receive Gas from Customer.

2.41 “Pooling” means (i) the aggregation of Gas from multiple physical and/or logical points to a single physical or logical point, and/or (ii) the dis-aggregation of Gas from a single physical or logical point to multiple physical and/or logical points.

2.42 “Psig” means pounds per square inch gauge.

2.43 “Releasing Customer” means a Customer that has agreed to release some or all of its rights under its Storage Service Agreement for Firm Storage Service.

2.44 “Replacement Customer” means a Customer who has assumed any released rights to capacity of a Releasing Customer.

2.45 “Storage Inventory” means the quantity of working Gas, expressed in Dth, that a Customer has in place in EAST CHEYENNE’s Facility for Customer’s account.

2.46 “Storage Service Agreement” means a Firm Storage Service Agreement, a No-Notice Storage Service Agreement, a Firm Parking Service Agreement, a Firm Loan Service Agreement, a Firm Hourly Balancing Agreement, an Interruptible Storage Service Agreement, an Interruptible Hourly Balancing Service Agreement, a Hub Services Agreement or a Capacity Release Umbrella Agreement.

2.47 “Transporter” means the Customer’s transporter designated to deliver Gas to the Point(s) of Receipt or Customer’s transporter designated to receive Gas from the Point(s) of Delivery.

### 3. REQUEST FOR SERVICE

#### 3.1 Procedures for Contracting for Service.

- (a) Contracting for Service. Upon the availability of new storage capacity resulting from an expansion of EAST CHEYENNE's facilities, EAST CHEYENNE shall sell such capacity to prospective Customers via the open season procedures described in Sections 3.1(b)–(f) below. This Section 3.1 shall apply to sales of capacity under Rate Schedules FSS, NNSS, FPS, FLS and FHBS.
- (b) Notice of open season. When EAST CHEYENNE conducts an open season pursuant to Section 3.1(a) above, EAST CHEYENNE shall post notice of the open season on its Internet Web Site. Such notice shall set forth when the open season begins and ends, the type of service being offered, how and where interested parties may submit requests for service, the criteria that will be used to evaluate bids ("Bid Evaluation Procedures"), and additional details about the open season.
- (c) Duration. An open season held pursuant to Section 3.1(b) above shall be held for a period of not less than five (5) Business Days. During this time, EAST CHEYENNE will accept bids from prospective Customers for the service identified in the notice of the open season.
- (d) At the conclusion of the open season, the value of each submitted bid will be determined according to the Bid Evaluation Procedures. EAST CHEYENNE reserves the right to reject any bid which (i) may detrimentally impact the operational integrity of EAST CHEYENNE's Facility, (ii) yields an economic value that is unacceptable to EAST CHEYENNE, (iii) does not satisfy all of the terms of a specific open season, (iv) does not contain all of the required information specified in the notice of the open season, (v) contains terms and conditions other than those contained in EAST CHEYENNE's FERC Gas Tariff, and/or (vi) does not meet EAST CHEYENNE's creditworthiness requirements set forth in Section 3.3 of these General Terms and Conditions. If EAST CHEYENNE rejects any request for available capacity posted pursuant to this Section 3.1(d), EAST CHEYENNE will notify the prospective Customer that submitted the rejected bid of the reason(s) for such rejection via e-mail.
- (e) During the allocation process at the conclusion of an open season, storage capacity will be allocated to the acceptable bid(s) in accordance with the Bid Evaluation Procedures.
- (f) Execution of Agreements. A prospective Customer allocated storage capacity in an open season shall be required to execute one or more Storage Service Agreements for Firm Storage Service no later than 30 consecutive days following the close of the open season or forfeit the service that has been allocated to it.

- (g) Firm storage capacity that is or becomes available in EAST CHEYENNE's facilities outside of an open season shall be posted on EAST CHEYENNE's Internet Web Site pursuant to Section 284.13(d)(1) of the Commission's regulations and shall be allocated on a first-come, first-served basis to the first prospective Customer offering to pay a rate for service that EAST CHEYENNE finds acceptable. From time to time, EAST CHEYENNE may negotiate with Customers for prearranged storage service for a future period or for interim service. EAST CHEYENNE will post information regarding available storage capacity on its Internet Web Site before it provides such information to any prospective Customer.

3.2 Requests for Service. Any prospective Customer wishing to obtain service from EAST CHEYENNE shall submit in writing to EAST CHEYENNE a request for service in substantially the same format as that shown in Section 33. Such request may be delivered in person or submitted by United States mail, overnight courier service, or by electronic mail. EAST CHEYENNE shall evaluate and respond to prospective Customer's request within five (5) Business Days of its receipt. If EAST CHEYENNE and prospective Customer mutually agree to the rates prospective Customer will pay for service, EAST CHEYENNE shall, subject to execution of a Storage Service Agreement, endeavor to provide service within the time specified in the written request. Prospective Customer's request for service shall be considered complete only if the information specified in Sections 3.3 and 3.4 of these General Terms and Conditions is provided in writing.

Requests for service may be sent to:

EAST CHEYENNE GAS STORAGE, LLC  
Commercial Operations  
370 Van Gordon Street  
Lakewood, CO 80228  
Facsimile: 303-763-3515  
E-mail: ECGS@tallgrassenergyllp.com

3.3 Information Requirements. Each request for service shall include the following information:

- (a) Prospective Customer's name, address, representative and telephone number.
- (b) A statement as to whether the prospective Customer is a local distribution company ("LDC"), an intrastate pipeline company, an interstate pipeline company, a marketer/broker, a producer, an end user or another type of entity (which other entity must be described).
- (c) Type of service requested, whether FSS, NNSS, FPS, FLS, FHBS, EISS, EILS, EIWS, ISS, IHBS, IPS, ILS or IWS.
- (d) Quantity requested:
  - (1) MDIQ, MDWQ and, as applicable, MSQ, Maximum Park Quantity, Maximum Loan Quantity and Maximum Hourly FHBS Quantity (stated in Dth).

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- (2) MDRQ (stated in Dth/Day) for each Transporter (FSS, FPS, FLS and FHBS only).
  - (3) MDDQ (stated in Dth/Day) for each Transporter (FSS, FPS, FLS and FHBS only).
  - (4) For no-notice service, No-Notice Maximum Daily Quantity (stated in Dth/Day).
  - (5) For interruptible wheeling service, MDTQ.
- (e) Price offered by the prospective Customer for each service requested.
  - (f) Term of service, including the date service is requested to commence and the date service is requested to terminate.
  - (g) Evidence of creditworthiness. Acceptance of a service request and/or continuation of service is contingent upon EAST CHEYENNE's completion of a credit appraisal it deems satisfactory in accordance with the criteria set forth in this Section. To enable EAST CHEYENNE to conduct such credit appraisal, a prospective Customer shall submit the information enumerated below, to the extent such information is applicable to such prospective Customer; provided, however, that EAST CHEYENNE's receipt of such material shall not be deemed acceptance of a request for service, which acceptance shall be made only after EAST CHEYENNE's receipt of the material and information set forth below and a determination by EAST CHEYENNE that the prospective Customer is sufficiently creditworthy. A prospective Customer shall not be required to provide such information if prospective Customer has a Credit Rating, as defined in Section 30 of these General Terms and Conditions, or if prospective Customer has agreed to provide Financial Assurances in accordance with Section 30. EAST CHEYENNE shall maintain the confidentiality of any non-public information received from a prospective Customer pursuant to this Section. A prospective Customer shall be deemed creditworthy if the prospective Customer has an Acceptable Credit Rating, as defined in Section 30 of these General Terms and Conditions, or if the prospective Customer satisfies EAST CHEYENNE's credit appraisal criteria based on an evaluation of the material provided by prospective Customer pursuant to this Section. If EAST CHEYENNE concludes that a prospective Customer is not creditworthy, EAST CHEYENNE shall provide written notice to the prospective Customer within ten (10) days after that determination is made. If requested by the prospective Customer, EAST CHEYENNE will provide a written explanation of the basis for its determination within five (5) days of such request. A prospective Customer may challenge EAST CHEYENNE's determination by providing a written rebuttal in accordance with Section 3.3(j)(6) of these General Terms and Conditions. EAST CHEYENNE shall respond to such a rebuttal in writing within five (5) business days in accordance with Section 3.3(j)(7). Any reevaluation of credit by EAST CHEYENNE in response to such a rebuttal by a

prospective Customer shall be based on the creditworthiness criteria set forth in this Section.

- (1) Prospective Customer shall provide current audited financial statements, annual reports, 10-K reports, interim financial statements with attestation by the Chief Financial Officer (or equivalent) that such statements are a true, correct and fair representation of financial condition prepared in accordance with Generally Accepted Accounting Principles and other filings with regulatory agencies which discuss the prospective Customer's financial status, a list of all corporate affiliates, parent companies and subsidiaries, and any reports from credit reporting and bond rating agencies which are available;
- (2) Prospective Customer shall provide a bank reference and at least two trade references. The results of reference checks and any credit reports must show that the prospective Customer's obligations are being paid on a reasonably prompt basis;
- (3) Prospective Customer shall confirm in writing that it is not operating under any chapter of the bankruptcy laws and is not subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a prospective Customer that is a debtor in possession operating under Chapter XI of the U.S. Bankruptcy Code but only with adequate assurance that the service billing will be paid promptly as a cost of administration under the bankruptcy court's jurisdiction;
- (4) Prospective Customer shall confirm in writing that it is not aware of any change in business conditions which would cause a substantial deterioration in its financial condition, a condition of insolvency or the inability to exist as an ongoing business entity;
- (5) If prospective Customer has an on-going business relationship with EAST CHEYENNE, no delinquent balances shall be outstanding for services EAST CHEYENNE shall have previously performed and Customer shall have paid its account in the past according to the established terms and not made deductions or withheld payment for claims not authorized by contract;
- (6) Prospective Customer shall confirm in writing that no significant collection lawsuits or judgments are outstanding which would seriously reflect upon the business entity's ability to remain solvent;
- (7) For prospective Customers that are state-regulated local distribution companies, documentation provided by each state regulatory commission (or equivalent authority) having jurisdiction over the local

distribution company's rates establishing the existence and effectiveness of an authorized gas cost recovery mechanism which (x) provides for full recovery of both gas commodity and transportation capacity costs and (y) is afforded regulatory asset accounting treatment in accordance with Generally Accepted Accounting Principles;

- (8) A Statement of prospective Customer's legal composition and a statement of the length of time Customer's business has been in operation; and
  - (9) Such other information as may be mutually agreed to by EAST CHEYENNE and prospective Customer.
- (h) In the event prospective Customer cannot provide the information specified in Section 3.3(g) above, it shall, if applicable, provide that information for its parent company.
- (i) EAST CHEYENNE shall not be required to perform or to continue service under any Rate Schedule on behalf of any Customer or prospective Customer that is or has become insolvent or that, at EAST CHEYENNE's request, fails to demonstrate creditworthiness in accordance with Section 3.3, and EAST CHEYENNE may take such action as is permitted in Section 27.2 of these General Terms and Conditions; provided, however, that such Customer or prospective Customer may receive service under any Rate Schedule if it provides Financial Assurances pursuant to Section 30. For purposes of this Section 3.3(i), the insolvency of a Customer or prospective Customer shall be conclusively demonstrated by the filing by Customer, or any parent entity thereof or guarantor of Customer, of a voluntary petition in bankruptcy or the entry of a decree or order by a court having jurisdiction in the premises adjudging the Customer, or any parent entity thereof or guarantor of Customer, bankrupt or insolvent, or approving, as properly filed, a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Customer, or any parent entity thereof or guarantor of Customer, under the U.S. Bankruptcy Code or any other applicable federal or state law, or appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Customer, or any parent entity thereof or guarantor of Customer, or of any substantial part of their property, or the ordering of the winding-up or liquidation of their affairs, with said order or decree continuing unstayed and in effect for a period of sixty (60) consecutive days. EAST CHEYENNE may not take any action under this Section 3.3(i) which conflicts with any order of the U.S. Bankruptcy Court.
- (j) EAST CHEYENNE's determination of a Customer's or prospective Customer's creditworthiness shall be subject to the following procedures:
- (1) If EAST CHEYENNE requests additional information to be used for credit evaluation after the initiation of service, EAST CHEYENNE, contemporaneous with the request, shall provide its reason(s) for



requesting the additional information to Customer and designate to whom the response shall be sent. EAST CHEYENNE and Customer may mutually agree to waive the requirements of this standard.

- (2) Upon receipt of either an initial or follow-up request from EAST CHEYENNE for information to be used for creditworthiness evaluation, Customer's or prospective Customer's authorized representative(s) shall acknowledge receipt of EAST CHEYENNE's request. EAST CHEYENNE and the Customer or prospective Customer may mutually agree to waive the requirements of this standard.
- (3) Customer's or prospective Customer's authorized representative(s) shall respond to EAST CHEYENNE's request for credit information, as allowed by EAST CHEYENNE's tariff, on or before the due date specified in the request. Customer or prospective Customer shall provide all the credit information requested by EAST CHEYENNE or provide the reason(s) why any of the requested information was not provided.
- (4) Upon receipt from Customer or prospective Customer of all credit information provided pursuant to applicable NAESB WGQ standards, EAST CHEYENNE shall notify the Customer's or prospective Customer's authorized representative(s) that it has received such information. EAST CHEYENNE and Customer or prospective Customer may mutually agree to waive the requirements of this standard.
- (5) (i) Customer or prospective Customer shall designate up to two representatives who are authorized to receive notices regarding the Customer's or prospective Customer's creditworthiness, including requests for additional information, pursuant to the applicable NAESB WGQ standards and shall provide to EAST CHEYENNE the Internet e-mail addresses of such representatives prior to the initiation of service.

Written requests and responses shall be provided via Internet e-mail, unless otherwise agreed to by the Parties. The obligation of EAST CHEYENNE to provide creditworthiness notifications is waived until the above requirement has been met. Customer or prospective Customer shall manage internal distribution of any creditworthiness notices that are received.

(ii) EAST CHEYENNE shall designate, on its Internet Web Site or in written notices to Customer or prospective Customer, the Internet e-mail addresses of up to two representatives who are authorized to receive notices regarding Customer's or prospective Customer's creditworthiness. Customer's or prospective Customer's obligation to provide confirmation of receipt is met by sending such confirmation to such representatives, and EAST CHEYENNE shall manage internal distribution of any such confirmations.

- (6) At any time after Customer or prospective Customer is determined to be noncreditworthy by EAST CHEYENNE, Customer or prospective Customer may initiate a creditworthiness re-evaluation by EAST CHEYENNE. As part of Customer's or prospective Customer's reevaluation request, Customer or prospective Customer shall either update or confirm in writing the prior information provided to EAST CHEYENNE related to Customer's or prospective Customer creditworthiness. Such update shall include any event(s) that Customer or prospective Customer believes could lead to a material change in Customer's or prospective Customer's creditworthiness.
- (7) After EAST CHEYENNE's receipt of a Customer's or prospective Customer's request for re-evaluation, including all required information pursuant to NAESB WGQ Standard 0.3.8 ("Customer's Request"), within five (5) Business Days, EAST CHEYENNE shall provide a written response to Customer's Request. Such written response shall include either a determination of creditworthiness status, clearly stating the reason(s) for EAST CHEYENNE's decision, or an explanation supporting a future date by which a re-evaluation determination will be made. In no event shall such re-evaluation determination exceed twenty (20) Business Days from the date of the receipt of Customer's Request unless specified in EAST CHEYENNE's tariff or if the Parties mutually agree to some later date.
- (8) In complying with the creditworthiness related notifications pursuant to the applicable NAESB WGQ standards, the Customer(s) and EAST CHEYENNE may mutually agree to other forms of communication in lieu of Internet e-mail notification.

#### 3.4 Additional Information.

- (a) Customer shall also promptly provide such additional Customer credit information as may be reasonably required by EAST CHEYENNE, at any time during the term of service under a Storage Service Agreement, to enable EAST CHEYENNE to determine Customer's creditworthiness.
- (b) After receipt of a request for service, EAST CHEYENNE may require that prospective Customer furnish additional information as a prerequisite to EAST CHEYENNE offering to execute a Storage Service Agreement with such prospective Customer. Such information may include proof of prospective Customer's lawful right and/or title to cause the Gas to be delivered to EAST CHEYENNE for service under this FERC Gas Tariff and of prospective Customer's contractual or physical ability to cause such Gas to be delivered to and received from such prospective Customer's designated Point(s) of Delivery and/or Receipt.

- (c) Should a Customer or a prospective Customer desire EAST CHEYENNE to provide service pursuant to Section 311 of the Natural Gas Policy Act, it shall provide to EAST CHEYENNE a statement warranting that it complies with all requirements for receiving service pursuant to Section 311 and FERC's regulations thereunder, including, but not limited to, compliance with the "on-behalf-of" requirement then in effect.

3.5 Request Validity. If EAST CHEYENNE has tendered a Storage Service Agreement for execution to a prospective Customer and such prospective Customer fails to execute the agreement as tendered within thirty (30) consecutive days from the date it receives the agreement, EAST CHEYENNE may consider prospective Customer's service request void. For service under Rate Schedule FSS, NNSS, FPS, FLS or FHBS, EAST CHEYENNE will not be required to tender a Storage Service Agreement to a prospective Customer for execution that relates to requests for service for which EAST CHEYENNE does not have sufficient available firm capacity.

3.6 Customer's Performance. Customer is required to provide to EAST CHEYENNE information identifying (1) the State of the source of Gas that is to be stored and/or transported and (2) such other information if required in order for EAST CHEYENNE to comply with any FERC reporting or other requirements.

3.7 Complaints. In the event that a Customer or prospective Customer has a complaint relative to service under this FERC Gas Tariff, the Customer or prospective Customer shall provide a description of the complaint, including the identification of the service request (if applicable), and communicate it to:

EAST CHEYENNE GAS STORAGE, LLC  
Commercial Operations  
370 Van Gordon Street  
Lakewood, CO 80228  
Facsimile: 303-763-3515  
E-mail: ECGS@tallgrassenergyllp.com

EAST CHEYENNE will respond initially within forty-eight (48) hours and in writing within 30 days of receipt of the complaint advising Customer or a prospective Customer of the disposition of the complaint. In the event the required date of EAST CHEYENNE's response falls on a Saturday, Sunday or a holiday that affects EAST CHEYENNE, EAST CHEYENNE shall respond by the next Business Day.

3.8 Information.

- (a) Any person may request information on pricing, terms of storage, parking or wheeling service or capacity availability by contacting EAST CHEYENNE at the following:

EAST CHEYENNE GAS STORAGE, LLC  
Commercial Operations  
370 Van Gordon Street  
Lakewood, CO 80228

Facsimile: 303-763-3515

E-mail: ECGS@tallgrassenergyllp.com

- (b) Each Customer will be provided with a list of phone numbers for EAST CHEYENNE's Gas dispatch and control personnel, who are on-call 24-hours a day.

3.9 Construction of Facilities. EAST CHEYENNE shall not be required to provide any requested service under any Rate Schedule which would require construction or acquisition by EAST CHEYENNE of new facilities, or expansion of existing facilities.

#### 4. CAPACITY RELEASE

Any Customer under Rate Schedules FSS, NNSS, FPS, FLS or FHBS may seek to release to others any or all of its firm service entitlements on a full Day or an intraday basis, on a permanent or a temporary basis, and on a firm or recallable basis, subject to the following terms and conditions:

4.1 Notice of Offer. A Customer offering to release firm service entitlements shall post the terms of its proposed release on EAST CHEYENNE's Internet Web Site by the posting deadline as determined pursuant to Section 4.3 herein. If Customer is unable to post such information on EAST CHEYENNE's Internet Web Site, Customer shall notify EAST CHEYENNE via the Internet Web Site of the terms of its offer, by the posting deadline as determined pursuant to Section 4.3 herein, and EAST CHEYENNE will post this information on the Internet Web Site. The Customer may propose a designated Pre-arranged Replacement Customer to which the capacity would be released. Offers shall be binding unless notice of withdrawal is received by EAST CHEYENNE via the Internet Web Site prior to the close of the applicable bid period; provided, however, such withdrawal shall only be valid if such Customer has an unanticipated requirement for such capacity and no minimum bid has been made. The notice must contain the reason for withdrawal which EAST CHEYENNE shall post on the Internet Web Site. The offer shall contain the following minimum information:

- (a) Customer's legal name and the name/title of individual who has authorized the offer to release;
- (b) EAST CHEYENNE's Storage Service Agreement number;
- (c) A description of the capacity to be released, including the Maximum Storage Quantity, No-Notice Maximum Daily Quantity, Maximum Park Quantity or Maximum Loan Quantity, as applicable, and the Maximum Daily Receipt Quantity, the Maximum Daily Delivery Quantity, the Maximum Daily Injection Quantity, and the Maximum Daily Withdrawal Quantity and the associated Point(s) of Receipt and Point(s) of Delivery (Replacement Customer may request changes to such Receipt and Delivery Point(s) subject to the proposed release and subject to the daily quantity limitations described in Section 4.2 below);
- (d) The proposed effective date and term of the release;
- (e) The identity of any designated Pre-arranged Replacement Customer (pursuant to Section 4.4), a statement as to whether the Pre-arranged Replacement Customer is an asset manager (as defined by FERC regulations at 18 C.F.R. § 284.8(h)(3)) or marketer participating in a state-regulated retail access program (as defined by FERC regulations at 18 C.F.R. § 284.8(h)(4)) and the full terms of such pre-arranged release;
- (f) The method to be applied in evaluating bids, allocating capacity and breaking ties, as described below;
- (g) Whether, to what extent, and the conditions pursuant to which capacity will be subject to recall for a full Day or a partial Day; if recallable, (i) whether the Releasing Customer's recall notification must be provided exclusively on a

Business Day, and (ii) any reput methods and rights associated with returning the previously released capacity to the Replacement Customer;

- (h) Whether bids on a volumetric rate basis may be submitted, and, if so, the method for evaluating any such bids, including how to rank bids if bids are also to be accepted on a demand charge basis, and any other special conditions;
- (i) Whether contingent bids that extend beyond the bid period may be submitted, how to evaluate and prioritize such bids against non-contingent bids, and the terms and conditions under which, and/or for what time period, the next highest bidder will be obligated to acquire the capacity should the winning contingent bidder withdraw its bid;
- (j) Any extensions of the minimum posting/bid periods;
- (k) Whether Releasing Customer desires to utilize the first-come, first-served option for short-term releases described in Section 4.6 below and any minimum terms applicable thereto;
- (l) Other special terms and conditions Releasing Customer imposes on the release of its capacity, including, but not limited to, minimum rates, term and quantity;
- (m) Which one of the following methods is acceptable for bidding on a given capacity release offer:
  - Non-Index-based release - dollars and cents,
  - Non-index-based release - percentage of maximum rate, or
  - Index-based formula as detailed in the capacity release offer.

The bids for the given capacity release offer should adhere to the method specified by the Releasing Customer.

- (n) Reserved;
- (o) Whether the release is on a permanent or a temporary basis;
- (p) An e-mail address for the Releasing Customer contact person. It is Customer's responsibility to update e-mail address information provided to EAST CHEYENNE, as necessary;
- (q) The recall notification period(s), as identified in Section 4.13(e) below, that will be available for use by the Parties.
- (r) A description of any Storage Inventory that must be transferred with the released storage capacity, including (i) the quantity of Gas in Storage Inventory to be transferred to the Replacement Customer at the beginning of the release term, (ii) the quantity of Gas which Replacement Customer is to cause to be in the Storage Inventory to be transferred to the Releasing Customer at the end of

the release term, (iii) the price(s) (if applicable) to be paid by the Replacement Customer for the transfers of Gas in Storage Inventory described in items (i) and (ii), and (iv) any other reasonable conditions that the Releasing Customer chooses to place on the storage inventory transfers.

4.2 Intraday Release Quantity. The daily contractual entitlement that can be released by a Releasing Customer for an intraday release is limited to the lesser of:

- (a) the quantity contained in the offer submitted by the Releasing Customer; or
- (b) a quantity equal to 1/24th of the Releasing Customer's MDIQ and MDWQ for the contract to be released multiplied by the number of hours between the effective time of the release and the end of the Day.

This allocated daily contractual entitlement shall be used for purposes of nominations, billing, and if applicable, for overrun calculations.

The MSQ, Maximum Park Quantity or Maximum Loan Quantity that can be released by a Releasing Customer for an intraday release is limited to a quantity not in excess of the Releasing Customer's MSQ, Maximum Park Quantity or Maximum Loan Quantity, less the Releasing Customer's Storage Inventory or Loan Balance.

4.3 Posting and Bidding Timeline. For the Capacity Release business process timing model, only the following methodologies shall be supported by EAST CHEYENNE and provided to Releasing Customers as choices from which they may select and, once chosen, shall be used in determining the awards from the bid(s) submitted. They are: 1) highest rate, 2) net revenue and 3) present value. For index-based capacity release transactions, the Releasing Customer should provide the necessary information and instructions to support the chosen methodology. Other choices of bid evaluation methodology (including other Releasing Customer-defined evaluation methodologies) can be accorded similar timeline evaluation treatment at EAST CHEYENNE's discretion; however, EAST CHEYENNE is not required to offer other choices or similar timeline treatment for other choices. Further, EAST CHEYENNE shall not be held to the timeline specified in Sections 4.3(a) and 4.3(b) below should the Releasing Customer elect another method of evaluation. Should the Releasing Customer elect another method of evaluation, the timeline specified in Section 4.3(c) below shall apply. The proposed duration of Customer's release determines the minimum bid period for the Customer's offer pursuant to this Section 4. The capacity release timeline applies to all parties involved in the capacity release process provided that (i) all information provided by the parties to the transaction is valid and the Replacement Customer has been determined to be creditworthy before the capacity release bid is tendered, (ii) for index-based capacity release transactions, the Releasing Customer has provided EAST CHEYENNE with sufficient instructions to evaluate the corresponding bid(s) according to the timeline, and (iii) there are no special terms or conditions of the release. EAST CHEYENNE will complete the capacity release process on a different timeline if the offer includes unfamiliar or unclear terms and conditions (e.g. designation of an index not supported by EAST CHEYENNE).

The Capacity Release timeline is as follows:

- (a) For standard releases of less than one (1) year:
- Offers shall be tendered such that they can be posted by 9:00 a.m. CCT on a Business Day;
  - The bid period shall end at 10:00 a.m. CCT on the same or a subsequent Business Day as specified in Releasing Customer's offer, whichever is elected by Releasing Customer;
  - Evaluation period begins at 10:00 a.m. CCT on the Day the bid period ends, during which any contingencies are eliminated, determination of best bid is made, and ties are broken;
  - If no match is required, the evaluation period ends and the award is posted by 11:00 a.m. CCT;
  - Where a match is required, the match is communicated by 11:00 a.m. CCT, the match response occurs by 11:30 a.m. CCT, and the award is posted by 12:00 noon CCT.
  - EAST CHEYENNE will issue a contract within one hour of the award posting (with a new contract number, when applicable). Nominations for Gas flow are possible beginning at the next available nomination cycle for the effective date of the contract. Such nominations will be processed in accordance with the nomination and scheduling requirements of Section 7 of the General Terms and Conditions; however, in no circumstance will Gas flow prior to the effective date of the release as specified in Releasing Customer's offer.
- (b) For standard releases of one year or longer:
- Offers shall be tendered such that they can be posted by 9:00 a.m. CCT on a Business Day;
  - The bid period shall include no less than three 9:00 a.m. to 10:00 a.m. time periods on consecutive Business Days;
  - Evaluation period begins at 10:00 a.m. CCT, during which any contingencies are eliminated, determination of best bid is made, and ties are broken;
  - If no match is required, the evaluation period ends and the award is posted by 11:00 a.m. CCT;
  - Where a match is required, the match is communicated by 11:00 a.m. CCT, the match response occurs by 11:30 a.m. CCT, and the award is posted by 12:00 noon CCT.



- EAST CHEYENNE will issue a contract within one hour of the award posting (with a new contract number, when applicable). Nominations for Gas flow are possible beginning at the next available nomination cycle for the effective date of the contract. Such nominations will be processed in accordance with the nomination and scheduling requirements of Section 7 of the General Terms and Conditions; however, in no circumstance will Gas flow prior to the effective date of the release as specified in Releasing Customer's offer.
- (c) Timeline for Non-standard Releases. If Customer specifies a bid evaluation methodology other than those stated in Section 4.7 or specifies any special terms or conditions, the above timelines shall apply; provided, however, one additional Business Day will be added to the evaluation period. Subsequent deadlines will be delayed by such additional Business Day, causing Gas flow to occur at least one Day later than under the standard timelines set forth in Sections 4.3(a) and 4.3(b).
- (d) Releases Not Subject to Bidding. For Prearranged capacity releases of a duration of thirty-one (31) Days or less, to an asset manager (as defined by FERC regulations at 18 C.F.R. § 284.8(h)(3)) or to a marketer participating in a state-regulated retail access program (as defined by FERC regulations at 18 C.F.R. § 284(h)(4)) are not required to be posted for bidding pursuant to Section 4.3. Nonetheless, Releasing Shipper may elect to post one of the foregoing releases for bidding pursuant to Section 4.3. Releasing Customer shall notify EAST CHEYENNE of the foregoing releases by providing the information pursuant to Section 4.1, which information will be posted on the Internet Web Site (as required by Section 4.5). The posting of prearranged deals that are not subject to bid are due no later than one hour prior to the nomination deadline for the applicable cycle, pursuant to NAESB WGT Standard 1.3.2. The posting deadlines are (in CCT):

Timely Cycle:	12:00 Noon
Evening Cycle:	5:00 p.m.
Intraday 1 Cycle:	9:00 a.m.
Intraday 2 Cycle:	1:30 p.m.
Intraday 3 Cycle:	6:00 p.m.

Prior to the nomination deadline for the chosen cycle for the begin date specified in the Releasing Customer's notice, the Prearranged Replacement Customer must initiate confirmation of prearranged deals electronically. EAST CHEYENNE will issue a contract within one hour of notification of the release (with a new contract number, when applicable). Nominations for Gas flow are possible beginning at the next available nomination cycle for the effective date of the contract. Such nominations will be processed in accordance with the nomination and scheduling requirements of Section 7 of the General Terms and Conditions; however, in no circumstance will Gas flow prior to the effective date of the release as specified in Releasing Customer's offer. If a release of capacity is exempt from bidding because it is for a term of thirty-one (31) days or less, a Releasing Shipper may not roll-over, extend, or in any way continue the release to the same Replacement Shipper using the thirty-one (31) day or less bidding exemption, unless the Releasing Shipper complies with the posting and bidding requirements of

Section 4.3 or not less than twenty-eight (28) days have elapsed since the conclusion of the prior release period.

EAST CHEYENNE shall post offers and bids, including pre-arranged deals, upon receipt, unless Releasing Customer requests otherwise. If a Releasing Customer requests a posting time, EAST CHEYENNE shall support such request insofar as it comports with the standard timeline. A Releasing Customer cannot specify an extension of the original bid period or the pre-arranged deal match period, without posting a new release.

4.4 Pre-arranged Releases. Releasing Customer may designate an entity (a designated “Pre-arranged Replacement Customer”) to which it has agreed to release the capacity upon specified terms and conditions. Customer’s offer to release under such a pre-arranged transaction shall be subject to the prior posting and bidding procedures described in Sections 4.5 and 4.6, herein, with the designated Pre-arranged Replacement Customer being given a right to match the best bid submitted during the bid period; provided, however, if a pre-arranged transaction with a Pre-arranged Replacement Customer is for a period of thirty-one (31) Days or less, to an asset manager (as defined by FERC regulations at 18 C.F.R. § 284.8(h)(3)) or to a marketer participating in a state-regulated retail access program (as defined by FERC regulations at 18 C.F.R. § 284.8(h)(4)), the Releasing Customer shall provide notice to EAST CHEYENNE in accordance with this Section and may implement the release without complying with such prior posting and bidding procedures. Notices of such exempted releases shall be posted on the Internet Web Site in accordance with Section 4.3 herein.

4.5 Posting. Following receipt of a notice of offer to release capacity which satisfies the requirements set forth in this Section, EAST CHEYENNE will post such information on its Internet Web Site in accordance with the timeline set forth in Section 4.3 herein. EAST CHEYENNE shall also post offers to purchase capacity from those who desire current Customers to release capacity upon receipt of the applicable information as set forth in this Section. Such offers to purchase capacity will be maintained on EAST CHEYENNE’s Internet Web Site for the period of time requested by the offering party, up to a maximum of thirty (30) days.

4.6 Bidding and Selection of Replacement Customer.

- (a) If Releasing Customer desires to solicit bids for releases of thirty-one (31) Days or less, it may direct EAST CHEYENNE to post notice of the availability of such capacity and, in lieu of permitting bids during the otherwise applicable posting period, Releasing Customer may direct EAST CHEYENNE to award the capacity to the bidder which submits first in time a valid bid meeting any minimum terms specified by the Releasing Customer.
- (b) Any bid submitted by a prospective Replacement Customer shall include an e-mail address for at least one contact person, and it is the Customer’s responsibility to update e-mail address information provided to EAST CHEYENNE, as necessary. A bidder may not have more than one eligible bid for the same release offer at any time. Bids shall be binding until notice of withdrawal is received by EAST CHEYENNE via the Internet Web Site before the end of the bid period. Bids cannot be withdrawn after the bid period ends.

Once a bid is withdrawn, that bidder may only submit a new bid pursuant to that release offer if it is at a higher rate than the withdrawn bid.

- (c) EAST CHEYENNE shall evaluate the bids in accordance with the provisions of Section 4.7 and determine the best bid in accordance with the timelines set forth in Section 4.3 herein. EAST CHEYENNE shall notify Releasing Customer, the best bidder, and any designated Pre-arranged Replacement Customer of such determination in accordance with the timelines set forth in Section 4.3 herein. If there is a designated Pre-arranged Replacement Customer, it may exercise its right to match such best bid by providing written notice of such exercise to EAST CHEYENNE and Releasing Customer in accordance with the timelines set forth in Section 4.3 herein. After the Replacement Customer is selected, EAST CHEYENNE will finalize an appropriate Addendum to the Capacity Release Umbrella Agreement in the form contained in this FERC Gas Tariff. EAST CHEYENNE will provide a copy of this Addendum to the Replacement Customer via facsimile, at which time the Replacement Customer will have the same rights and obligations as any other existing Customer on EAST CHEYENNE's system. Following implementation of the release, EAST CHEYENNE shall post notice of the winning bidder on the Internet Web Site.

4.7 Best Bid. When EAST CHEYENNE makes awards of capacity for which there have been multiple bids meeting minimum conditions, EAST CHEYENNE shall award the bids, best bid first, until all offered capacity is awarded. The capacity being awarded represents the Maximum Daily Injection Quantity, Maximum Daily Withdrawal Quantity, or Maximum Storage Quantity. These quantities are separate parts of the capacity and are awarded until one of the quantities is fully awarded, at which point all capacity is deemed to be fully awarded. EAST CHEYENNE shall evaluate and determine the best bid among those otherwise consistent with any terms and conditions specified by the Releasing Customer as follows:

- (a) EAST CHEYENNE shall apply the standard or criteria for such determination specified by the Releasing Customer, including the standard to be used for breaking ties. Any standard or criteria so specified must be objective, economic, not unduly discriminatory, not contrary to applicable provisions of this FERC Gas Tariff, applicable to all prospective Replacement Customers and require EAST CHEYENNE in applying such standard to exercise no more than a ministerial function. The Releasing Customer shall indemnify and hold EAST CHEYENNE harmless from and against all demands, losses, claims, expenses, causes of action and/or damages suffered or incurred by EAST CHEYENNE arising out of or related to any determination of a "best bid" pursuant to a standard specified, supplied, approved or provided by Releasing Customer.
- (b) In default of Releasing Customer specifying a bid evaluation standard, EAST CHEYENNE shall determine the bid or bids generating the highest net present value, using a 10% discount factor, based on the rate bid (reservation or demand component), the applicable quantity(ies) and term or period bid upon. In default of Releasing Customer specifying a method to break ties priority will

be given first to the bid with the shortest term, and next to the bid submitted first in time.

4.8 Qualification of Prospective Replacement Customer. A prospective Replacement Customer must be on EAST CHEYENNE's approved bidders list before bids may be posted on the Internet Web Site, must satisfy all requirements of the applicable Rate Schedule and the General Terms and Conditions of this FERC Gas Tariff and must have executed a Capacity Release Umbrella Agreement. To be on the approved bidders list, the prospective Replacement Customer must satisfy EAST CHEYENNE's credit requirements as outlined in Section 3 of the General Terms and Conditions, and, if applicable, provide the information required by Section 3 of the General Terms and Conditions. EAST CHEYENNE will apply its creditworthiness criteria to assess the submission. Such credit appraisal shall be reevaluated and updated every three (3) months. The prospective Replacement Customer shall remain on the approved bidders list until such prospective Replacement Customer (i) notifies EAST CHEYENNE to the contrary, (ii) no longer meets the credit qualifications established in Section 3 of the General Terms and Conditions, or (iii) is suspended from the approved bidders list in the event, and for such time as, such Replacement or Prearranged Replacement Customer fails to pay part or all of the amount of any bill for service in accordance with Section 13 of the General Terms and Conditions. EAST CHEYENNE will waive the creditworthiness requirement on a nondiscriminatory basis for Replacement Customers and permit them to submit bids, if the Releasing Customer provides EAST CHEYENNE with a guarantee or other form of credit assurance in form and substance satisfactory to EAST CHEYENNE of all financial obligations of the Replacement Customer with respect to the capacity being released by Releasing Customer prior to the commencement of service to the Replacement Customer. EAST CHEYENNE shall not award capacity release offers to a prospective Replacement Customer until and unless the Customer meets EAST CHEYENNE's creditworthiness requirements applicable to all services that it receives from EAST CHEYENNE, including the service represented by the capacity release. Further, EAST CHEYENNE shall not award capacity release offers to the Replacement Customer until and unless it is reasonable to do so and EAST CHEYENNE's lenders agree to so discharge the capacity.

4.9 Nominations. Following its selection, and prior to the flow of Gas, the Replacement Customer shall be permitted to submit nominations pursuant to the terms and conditions of the applicable Rate Schedule and the General Terms and Conditions of this FERC Gas Tariff.

4.10 Billing. The Replacement Customer shall be billed and make payments to EAST CHEYENNE in accordance with the applicable Rate Schedule, other provisions of this FERC Gas Tariff and of its Storage Service Agreement incorporating its bid terms. In accordance with the terms of the release, the Replacement Customer shall pay or be liable for the usage charges (plus all applicable surcharges, Fuel Reimbursement, taxes, penalties, etc.) applicable under the relevant Rate Schedule attributable to its usage of the released capacity. EAST CHEYENNE shall continue to bill the Releasing Customer all applicable charges under its existing Storage Service Agreement, excluding usage charges (plus all applicable surcharges, Fuel Reimbursement, taxes, penalties, etc.) billed to the Replacement Customer and attributable to Replacement Customer's usage of the released capacity. Invoices sent to the Releasing Customer shall reflect a credit equal to any reservation charges (plus all surcharges applicable thereto) being billed to the Replacement Customer for the released capacity rights, or as otherwise agreed. If the Replacement Customer fails to pay when due all or part of the amounts credited to the Releasing Customer, EAST CHEYENNE shall pursue payment from the Replacement Customer by notifying such Customer by registered letter, return receipt requested, that it has five (5) days from receipt of such letter to pay the amount due including any applicable interest. If the

Replacement Customer fails to pay such amount by the end of the fifth day, EAST CHEYENNE shall reverse the credit and bill the Releasing Customer for such past due amounts, plus applicable interest.

#### 4.11 Rights and Obligations of the Parties.

- (a) The Storage Service Agreement between the Releasing Customer and EAST CHEYENNE shall remain in full force and effect with the Releasing Customer to receive a credit to its invoice as described in Section 4.10 above. If the Replacement Customer fails to pay all or part of the amounts credited to the Releasing Customer after the five Day notification period specified in Section 4.10, EAST CHEYENNE shall reverse the credit and bill the Releasing Customer for such past due amounts, plus applicable interest. The Storage Service Agreement executed by the Replacement Customer shall be fully effective and enforceable by and against the Replacement Customer. The Replacement Customer may also release capacity pursuant to this Section, and in such event and for such purposes, shall be considered the Releasing Customer.
- (b) EAST CHEYENNE shall accept nominations, schedule service, afford priority of service and interrupt service based on instructions and communications from the Releasing Customer and the Replacement Customer which are consistent with one another and with the terms and conditions of EAST CHEYENNE's FERC Gas Tariff and their respective Storage Service Agreements. In the event that instructions or nominations from the Releasing Customer and Replacement Customer are, in EAST CHEYENNE's opinion, inconsistent or conflicting, EAST CHEYENNE shall comply with the instructions of the Releasing Customer; provided, however, that such instructions must not be inconsistent with EAST CHEYENNE's FERC Gas Tariff or the terms of either the Releasing Customer's or Replacement Customer's Storage Service Agreement, in EAST CHEYENNE's opinion. The Releasing Customer will indemnify EAST CHEYENNE against any claim or suit by the Replacement Customer, its successors or assigns arising from any action taken by EAST CHEYENNE in reliance upon the Releasing Customer's nominations and instructions and will hold EAST CHEYENNE harmless for any action taken by EAST CHEYENNE in reliance upon the nominations and scheduling instructions of the Replacement Customer; provided, however, that the Releasing Customer shall not be liable for the Replacement Customer's failure to pay the usage charges (plus all applicable surcharges, Fuel Reimbursement, taxes, penalties, etc.) billed to the Replacement Customer and attributable to its usage of the released capacity. The Replacement Customer will indemnify EAST CHEYENNE against any claim or suit by the Releasing Customer, its successors or assigns, arising from any action taken by EAST CHEYENNE in reliance upon the nominations and scheduling instructions of the Replacement Customer and will hold EAST CHEYENNE harmless for any actions taken by EAST CHEYENNE in reliance upon the instructions of the Releasing Customer.

4.12 Marketing Fee. If EAST CHEYENNE and the Releasing Customer so agree, EAST CHEYENNE may receive a negotiated fee for its marketing efforts.

#### 4.13 Limitations.

- (a) Releases and assignments hereunder shall be for period(s) of one or more Day(s) and the maximum term shall not extend beyond the expiration of this FERC Gas Tariff provision or beyond the expiration of the Releasing Customer's Storage Service Agreement.
- (b) EAST CHEYENNE may invalidate any offer to release or any bid subsequent to its posting on the Internet Web Site which does not conform to the requirements of this Section and the other provisions of this FERC Gas Tariff and such invalidated offer or bid shall be deemed null and void.
- (c) Any terms and conditions imposed on the offer to release by the Releasing Customer as provided for in this Section 4 must be objectively stated, reasonable, capable of administration or implementation by EAST CHEYENNE without any material increase in burden or expense, applicable to all potential bidders, not unduly discriminatory, and consistent with the terms and conditions of this FERC Gas Tariff and Releasing Customer's Storage Service Agreement.
- (d) A Releasing Customer may re-release to the same Replacement Customer, where such first release was not subject to posting and bidding pursuant to Section 4.4, for a term of 31 Days or less, only if: (i) a period of twenty-eight (28) Days has elapsed after the first release for thirty-one (31) Days or less has expired or (ii) the Releasing Customer causes the posting of an offer to release capacity or of a pre-arranged transaction to be made, and capacity is allocated on the basis of bids submitted.
- (e) Recall Provisions. If the Releasing Customer retains recall rights, Releasing Customer's offer to release capacity shall clearly specify the conditions precedent to such recall and whether the recall right retained by Releasing Customer is on a full Day or partial Day basis. The Releasing Customer shall provide capacity recall notification to EAST CHEYENNE via the Internet Web Site. The recall notification shall specify the recall notification period for the specified effective Day, as well as any other information needed to uniquely identify the capacity being recalled. EAST CHEYENNE shall support the following recall notification periods (stated in Central Clock Time) for all released capacity subject to recall rights:
  - (1) Timely Recall Notification:
    - (A) A Releasing Customer recalling capacity should provide notice of such recall to EAST CHEYENNE and the first Replacement Customer no later than 8:00 A.M. on the Day that Timely Nominations are due;
    - (B) EAST CHEYENNE shall provide notification of such recall to all affected Replacement Customers no later than 9:00 A.M. on the Day that Timely Nominations are due;

- (2) Early Evening Recall Notification:
  - (A) A Releasing Customer recalling capacity should provide notice of such recall to EAST CHEYENNE and the first Replacement Customer no later than 3:00 P.M. on the Day that Evening Nominations are due;
  - (B) EAST CHEYENNE shall provide notification of such recall to all affected Replacement Customers no later than 4:00 P.M. on the Day that Evening Nominations are due;
- (3) Evening Recall Notification:
  - (A) A Releasing Customer recalling capacity should provide notice of such recall to EAST CHEYENNE and the first Replacement Customer no later than 5:00 P.M. on the Day that Evening Nominations are due;
  - (B) EAST CHEYENNE shall provide notification of such recall to all affected Replacement Customers no later than 6:00 P.M. on the Day that Evening Nominations are due;
- (4) Intraday 1 Recall Notification:
  - (A) A Releasing Customer recalling capacity should provide notice of such recall to EAST CHEYENNE and the first Replacement Customer no later than 7:00 A.M. on the Day that Intraday 1 Nominations are due;
  - (B) EAST CHEYENNE shall provide notification of such recall to all affected Replacement Customers no later than 8:00 A.M. on the Day that Intraday 1 Nominations are due; and
- (5) Intraday 2 Recall Notification:
  - (A) A Releasing Customer recalling capacity should provide notice of such recall to EAST CHEYENNE and the first Replacement Customer no later than 12:00 noon on the Day that Intraday 2 Nominations are due;
  - (B) EAST CHEYENNE shall provide notification of such recall to all affected Replacement Customers no later than 1:00 P.M. on the Day that Intraday 2 Nominations are due; and
- (6) Intraday 3 Recall Notification:
  - (A) A Releasing Customer recalling capacity should provide notice of such recall to EAST CHEYENNE and the first Replacement Customer no later than 4:00 P.M. on the Day that Intraday 3 Nominations are due;

(B) EAST CHEYENNE shall provide notification of such recall to all affected Replacement Customers no later than 5:00 P.M. on the Day that Intraday 3 Nominations are due.

For recall notification provided to EAST CHEYENNE prior to the recall notification deadline specified above and received between 7:00 A.M. and 5:00 P.M., EAST CHEYENNE shall provide notification to all affected Replacement Customers no later than one hour after receipt of such recall notification. For recall notification provided to EAST CHEYENNE after 5:00 P.M. and prior to 7:00 A.M., EAST CHEYENNE shall provide notification to all affected Replacement Customers no later than 8:00 A.M. after receipt of such recall notification.

EAST CHEYENNE's notices of recalled capacity to all affected Replacement Customers shall be provided via the Internet Web Site, along with written notice via e-mail communication to those Replacement Customer contact person(s) identified in the Replacement Customer's bid submitted pursuant to Section 4.6 of these General Terms and Conditions. Such notices shall contain the information required to uniquely identify the capacity being recalled, and shall indicate whether penalties will apply for the Day for which quantities are reduced due to a capacity recall. Upon receipt of notification of the recall from EAST CHEYENNE, each affected Replacement Customer shall revise its nominations within the applicable nomination cycle in order to implement the recall. Each affected Replacement Customer will be solely responsible for adjusting its supply and transportation arrangements, which may be necessary as a result of such recall. Replacement Customers involved in re-release transactions may receive notice slightly after the first Replacement Customer receives notice. The recalling Releasing Customer may nominate the recalled capacity consistent with the applicable nomination cycle, as defined in Section 7.3(f) of these General Terms and Conditions.

- (f) Partial Day Recall Quantity. The daily contractual entitlement that can be recalled by a Releasing Customer for a partial Day recall is a quantity equal to the lesser of:
- (1) The quantity specified in the Releasing Customer's notice to recall capacity; or
  - (2) The difference between the quantity released by the Releasing Customer and the Elapsed Prorata Capacity.

In the recall notification provided to EAST CHEYENNE by the Releasing Customer, the quantity to be recalled shall be expressed in terms of the adjusted total released capacity entitlements based upon the Elapsed Prorata Capacity. In the event of an intraday capacity recall, EAST CHEYENNE shall determine the allocation of capacity between the Releasing Customer and the Replacement Customer(s) based upon the Elapsed Prorata Capacity.

The amount of capacity allocated to the Replacement Customer(s) shall equal the original released quantity less the recalled capacity. This allocated daily contractual quantity shall be used for purposes of nominations, billing, and, if applicable, for overrun calculations. As a result of the allocation of capacity described in this Section, EAST CHEYENNE shall not be obligated to deliver a combined quantity to the Releasing Customer and the Replacement Customer(s) that is in excess of the total daily contract quantity of the release.



- (g) Reput Provisions. EAST CHEYENNE shall support the function of reputing by the Releasing Customer. The Releasing Customer may reput previously recalled capacity to the Replacement Customer pursuant to the reput rights and methods identified in the Releasing Customer's Notice to release capacity, as required by Section 4.1(g). When capacity is recalled, such capacity may not be reput for the same Day. The deadline for the Releasing Customer to notify EAST CHEYENNE of a reput of capacity is 8:00 A.M. CCT to allow the Replacement Customer to submit timely nominations for Gas to flow on the next Day.
- (h) Following the awarding of capacity to a Replacement Customer in accordance with the procedures provided in this Section 4, the Releasing Customer's rights and EAST CHEYENNE's obligations under the Releasing Customer's Storage Service Agreement shall be modified and subject to the capacity rights released and assigned to the Replacement Customer for the term of such release. Effecting a release pursuant to the provisions of this Section 4 shall constitute Releasing Customer's consent and agreement to such amendment or modification of its existing Storage Service Agreement.
- (i) The offer to release by a Customer under Rate Schedules FSS, NNSS, FPS, FLS or FHBS must specify the quantities of MDDQ, MDRQ, MSQ (or No-Notice Maximum Daily Quantity, Maximum Park Quantity or Maximum Loan Quantity, as applicable), MDIQ, MDWQ or rights offered, and actually available on the effective date of the assignment, and the exercise of which rights, in conjunction with Releasing Customer's exercise of its retained rights, will not violate any maximum or minimum quantity requirements or limitations applicable under the Rate Schedule or the respective Storage Service Agreements. Releasing Customer shall be responsible for ensuring that the Firm Storage Service quantities offered for release shall be available upon the commencement of the release, in accordance with the terms and conditions of the applicable Rate Schedule. A Replacement Customer under Rate Schedule FSS, NNSS, FPS, FLS or FHBS shall be responsible for arranging transportation to and from the Point(s) of Receipt and Point(s) of Delivery consistent with its rights and obligations under its Storage Service Agreement and Rate Schedule FSS, NNSS, FPS, FLS or FHBS, as applicable. The Replacement Customer must comply with all obligations imposed under such Rate Schedule and its rights to store, withdraw and/or inject Gas will be subject to the provisions thereof. If the Releasing Customer proposes to, or requires a transfer-in-place of the portion of its Storage Inventory in conjunction with its release and assignment of storage capacity rights, it shall so specify in its offer to release and such transfer shall be implemented contemporaneously with the release and assignment subject to compliance with the provisions of Section 19 of these General Terms and Conditions. The Replacement Customer must withdraw the portion of its Maximum Storage Quantity by the end of the term of the release. In lieu of withdrawing the portion of its Storage Inventory, the Replacement Customer can also attempt to effect a transfer of the portion of its Storage Inventory to another storage service Customer as provided in Section 19 of these General Terms and Conditions. If the Replacement Customer fails to

withdraw or transfer the portion of its Storage Inventory by the end of the term of its release, title to the portion of Customer's remaining Storage Inventory will be vested, at no cost, in the Releasing Customer which released its capacity to the Replacement Customer on a temporary basis.

4.14 EAST CHEYENNE's Rights to Terminate Temporary Capacity Releases.

- (a) In the event of a temporary release for which (1) EAST CHEYENNE has given notice of termination of the Releasing Customer's Storage Service Agreement pursuant to Section 27 of these General Terms and Conditions and (2) the reservation charge specified in the effective Addendum to the Replacement or Prearranged Replacement Customer's Capacity Release Umbrella Agreement is less than the level of the reservation charge which the Releasing Customer was obligated to pay EAST CHEYENNE, then EAST CHEYENNE shall be entitled to terminate the Addendum, upon 30 days' written notice to the Replacement or Prearranged Replacement Customer, unless the Replacement or Prearranged Replacement Customer agrees prior to the end of said 30-day notice period to pay for the remainder of the term of the Addendum either (i) the reservation and commodity charges at levels which the Releasing Customer was obligated to pay EAST CHEYENNE, or (ii) such rate as mutually agreed by EAST CHEYENNE and Replacement or Prearranged Replacement Customer. Customer may elect to pay the lesser of the two foregoing options. EAST CHEYENNE's right to terminate the Addendum is subject to EAST CHEYENNE providing written notice of termination to the Replacement or Prearranged Replacement Customer within 30 days of the determination by EAST CHEYENNE that the Releasing Customer no longer satisfies EAST CHEYENNE's credit requirements. Termination of the Addendum shall not occur prior to termination of the Releasing Customer's contract.
- (b) In the event that a Customer has received 30 days' notice of termination of the Addendum to Customer's Capacity Release Umbrella Agreement pursuant to Section 4.14(a) above for storage service and there is Gas in storage for Customer's account at the end of such 30-day period, the Addendum shall continue in force and effect for the sole purpose of withdrawal of said Gas by Customer until Customer's Storage Inventory is zero. EAST CHEYENNE shall require Customer to withdraw each Day a quantity equal to the MDWQ, or such other lesser quantity acceptable to EAST CHEYENNE. The requirement to withdraw storage quantities shall be suspended on any Day to the extent that EAST CHEYENNE cannot accommodate a nomination to withdraw such storage quantities on such Day. Customer may also transfer title of Gas remaining in Customer's Storage Inventory to another Customer pursuant to Section 19 of EAST CHEYENNE's General Terms and Conditions. In the event Customer fails to withdraw its entire Storage Inventory within the time required by this Section, EAST CHEYENNE shall auction any remaining Storage Inventory and credit the proceeds of such sale to Customer, net of withdrawal charges and fuel, if applicable. Customer shall indemnify EAST CHEYENNE and hold it harmless from all costs, damages and liabilities arising out of the failure of Customer to

remove such Storage Inventory and the disposal of such Storage Inventory by sale by EAST CHEYENNE. EAST CHEYENNE shall post such quantities on the Internet Web Site as soon as reasonably practicable. EAST CHEYENNE shall accept bids only during the time period from 7:00 a.m. until 11:00 a.m. CCT on the second Business Day following such posting. Prior to 4:00 p.m., CCT of the same Day, EAST CHEYENNE shall notify the Customer submitting the highest bid. When the Gas is purchased at auction, Customer purchasing the Gas must provide identification of the existing Storage Service Agreement with EAST CHEYENNE under which Customer shall store all such Gas purchased. Customer purchasing the Gas agrees to pay the applicable storage rate on the Gas purchased beginning on the date the bid was accepted at auction.

- (c) EAST CHEYENNE shall provide the original Releasing Customer with Internet e-mail notification reasonably proximate in time with any of the following formal notices given by EAST CHEYENNE to the Releasing Customer's Replacement Customer(s), of the following:
- (1) Notice to the Replacement Customer regarding the Replacement Customer's past due, deficiency, or default status pursuant to EAST CHEYENNE's tariff;
  - (2) Notice to the Replacement Customer regarding the Replacement Customer's suspension of service notice;
  - (3) Notice to the Replacement Customer regarding the Replacement Customer's contract termination notice due to default or credit-related issues; and
  - (4) Notice to the Replacement Customer that the Replacement Customer(s) is no longer creditworthy and has not provided credit alternative(s) pursuant to EAST CHEYENNE's tariff.

4.15 Permanent Capacity Releases. To the extent that any Customer desires to release all or any part of its firm rights under an open-access Rate Schedule on a permanent basis, the procedures specified in this Section 4.15 shall apply. In addition, the Replacement Customer that will acquire the capacity from Customer must provide the credit information required by Section 3 herein. For any permanent capacity release, the minimum bid acceptable to EAST CHEYENNE shall be a bid for the remainder of the term of Customer's Service Agreement at the rate(s) Customer is obligated to pay EAST CHEYENNE for the capacity to be permanently released. In the event there is a request for a permanent release of Customer's capacity, EAST CHEYENNE will agree to discharge the Releasing Customer of liability, on a prospective basis, in whole or in part, provided (i) the Replacement Customer meets the creditworthiness requirements set forth in Section 3.3 of these General Terms and Conditions, (ii) it is reasonable to do so, and (iii) EAST CHEYENNE's lenders agree to such discharge. EAST CHEYENNE may refuse to allow a permanent capacity release if it has a reasonable basis to conclude that it will not be financially indifferent to the release. If Customer's request to permanently release capacity is denied by EAST CHEYENNE, EAST CHEYENNE shall notify Customer via e-mail and shall include in the notification the reasons for such denial.

## 5. PRIORITY, INTERRUPTION OF SERVICE AND OPERATIONAL FLOW ORDERS

5.1 Priority of Service. Any Customer executing a Storage Service Agreement with EAST CHEYENNE shall be entitled to the storage, parking, loaning, wheeling, or balancing of Gas in the following order of declining priority:

- (a) (i) Firm Storage Services at primary Point(s) of Receipt, not in excess of MDRQ, and at primary Point(s) of Delivery, not in excess of MDDQ or, or (ii) for constraints that develop after Gas is scheduled, Firm Storage Services at secondary Point(s) of Receipt or Delivery and Firm Storage Services at primary Point(s) of Receipt in excess of MDRQ, but less than or equal to MDIQ, and Firm Storage Services at primary Point(s) of Delivery, in excess of MDDQ but less than or equal to MDWQ.
- (b) For constraints that develop before Gas is scheduled, Firm Storage Services at secondary Point(s) of Receipt or Delivery and Firm Storage Services at primary Point(s) of Receipt, in excess of MDRQ but less than or equal to MDIQ, and Firm Storage Services at primary Point(s) of Delivery, in excess of MDDQ but less than or equal to MDWQ.
- (c) Enhanced Interruptible services under Rate Schedules EISS, EILS and EIWS.
- (d) All other Interruptible services, including Excess Injection Gas, Excess Withdrawal Gas, and Authorized Overrun Service (pursuant to Sections 2 and 3 of Rate Schedules FSS, FPS, FLS, and FHBS), storage, parking, loaning, wheeling, and/or balancing service pursuant to Section 5.2 below.
- (e) Make-up volumes to correct prior variances between: (i) Transporter and the counterparty to a balancing agreement (pursuant to such agreement), (ii) Customer and EAST CHEYENNE, and (iii) Customer and Transporter if the variance was due to EAST CHEYENNE's failure to receive or deliver Customer's scheduled volumes.
- (f) Extended injections for firm service in excess of MDRQ/24 or extended withdrawals for firm service in excess of MDDQ/24.

If a capacity constraint is anticipated or planned (for example, due to system maintenance), EAST CHEYENNE shall post a notice of the anticipated constraint on its Internet Web Site at least 48 hours in advance of the start of the constraint period.

5.2 The order of priority relating to service requests for Excess Injection Gas and, Excess Withdrawal Gas, and Authorized Overrun Service (pursuant to Sections 2 and 3 of Rate Schedules FSS, FPS, FLS, and FHBS) and service under Rate Schedules ISS, IHBS, IPS, ILS, and IWS shall be allocated to each Customer in the same manner as specified in Section 5.3.

### 5.3 Interruption.

- (a) If on any Day EAST CHEYENNE's capability to receive or deliver quantities is impaired so that EAST CHEYENNE is unable to receive or deliver all the quantities which are scheduled, then interruption of service shall be implemented in the reverse order of priority set forth in Section 5.1.
  - (i) If Firm Storage Service must be interrupted, interruption of service to firm storage Customers shall be pro rata based on MDWQ, MDIQ, MSQ, Maximum Park Quantity or Maximum Loan Quantity, as applicable.
  - (ii) If enhanced interruptible service under Rate Schedules EISS, EILS and/or EIWS must be interrupted, interruption of service shall be based on the economic value of each transaction to EAST CHEYENNE; the transaction having the lowest economic value to EAST CHEYENNE shall be interrupted first. Any ties shall be interrupted on a pro rata basis.
  - (iii) Interruption of service to Interruptible Customers under Rate Schedules ISS, IHBS, IPS, ILS, and IWS and to firm Customers utilizing Authorized Overrun Service, Excess Injection Gas and/or Excess Withdrawal Gas (pursuant to Section 2 of Rate Schedule FSS) shall be based on the charges applicable to each Customer for the portion(s) of service subject to interruption, with the transaction with the lowest economic value to EAST CHEYENNE being interrupted first. Any ties shall be interrupted on a pro rata basis.
- (b) EAST CHEYENNE shall provide Customer as much advance notice of any interruption as is practicable under the circumstances. Such notice shall be made by telephone, e-mail or via the Internet Web Site, as appropriate, and shall state the reduced quantities of Gas that EAST CHEYENNE estimates it will be able to park, wheel, loan, store, inject, withdraw, receive or deliver, as applicable, and the estimated duration of the interruption.
- (c) If interruption is required, EAST CHEYENNE and Customer shall cooperate to the extent possible in making adjustments to receipts, deliveries, injections or withdrawals to minimize injury to any property or facilities.

5.4 Interruption Liability. EAST CHEYENNE shall not be liable for any loss or damage to any person or property caused, in whole or in part, by any interruption of service, except to the extent caused solely by EAST CHEYENNE's negligence or willful misconduct.

### 5.5 Action Alerts and Operational Flow Orders.

- (a) Circumstances Warranting Issuance: As specified in this Section 5.5, EAST CHEYENNE shall have the right to issue Action Alerts or Operational Flow Orders ("OFOs") that require actions by Customers in order (1) to alleviate conditions that threaten to impair reliable service, (2) to maintain operations at the pressures required to provide efficient and reliable services, (3) to have

adequate Gas supplies in the system to deliver on demand, (4) to maintain service to all firm Customers and for all firm services, and (5) to maintain the system in balance for the foregoing purposes.

- (b) **Actions to be Taken to Avoid Issuance:** EAST CHEYENNE shall, to the extent practicable, take all reasonable actions necessary to avoid issuing an Action Alert or OFO. Such actions shall include, in order of priority (1) working with point operators to temporarily adjust receipts and/or deliveries at relevant Point(s) of Receipt or Point(s) of Delivery, (2) working with Customers and point operators to adjust scheduled flows on the system, or (3) taking any other reasonable action designed to mitigate the system problem. After taking all such reasonable actions to avoid issuing an Action Alert or OFO, EAST CHEYENNE will have the right to issue Action Alerts or OFOs, if necessary, in the circumstances described in Section 5.5(a).
- (c) **Preliminary Notifications/Follow-up Reports:** EAST CHEYENNE shall provide, via posting on the Internet Web Site and to affected Parties through the affected Party's choice of electronic delivery mechanism(s), prior notice to all Customers and point operators of upcoming system events such as anticipated weather patterns and operational problems that may necessitate the issuance of an Action Alert or OFO.
- (d) **Applicability of Action Alert or OFO:** EAST CHEYENNE shall make an Action Alert or OFO as localized as is reasonably practicable based on EAST CHEYENNE's good faith and reasonable judgment concerning the situations requiring remediation such that an Action Alert or OFO will be directed first to Customers and point operators causing the problem necessitating the Action Alert or OFO and second, if necessary, to all other Customers and point operators. EAST CHEYENNE will tailor the Action Alert or OFO to match the severity of the known or anticipated operational problem requiring remediation as more fully set forth in subsections 5.5(f) and 5.5(g). The declaration to the affected Parties of Action Alerts, OFOs, critical periods and/or Critical Notices shall describe the conditions and the specific responses required from the affected Parties.
- (e) **Notice:** All Action Alerts and OFOs will be issued via telephone to be followed by a facsimile to the affected Customer(s) or point operator(s), with subsequent posting on the Internet Web Site, and notification to the affected Parties through the affected Party's choice of electronic delivery mechanism(s). EAST CHEYENNE shall also provide such notification via e-mail communication to those Customers and point operators that have provided e-mail address information for at least one contact person, and have requested via EAST CHEYENNE's Internet Web Site, e-mail notification of Critical Notices issued by EAST CHEYENNE. The Action Alert or OFO will set forth (1) the time and date of issuance, (2) the actions Customer or point operator is required to take, (3) the time by which Customer or point operator must be in compliance with the Action Alert or OFO, (4) the anticipated duration of the Action Alert or OFO, and (5) any other terms that EAST CHEYENNE may reasonably require to ensure the

effectiveness of the Action Alert or OFO. In addition to the other information contemplated by this Section 5.5(e), such notice shall also include information about the status of operational variables that determine when an Action Alert or OFO will begin and end, and EAST CHEYENNE shall post periodic updates of such information, promptly upon occurrence of any material change in the information. EAST CHEYENNE will post a notice on the Internet Web Site informing the Customers and point operators when any Action Alert or OFO in effect will be lifted and specifying the factors that caused the Action Alert or OFO to be issued and then lifted, to the extent such factors are known. EAST CHEYENNE shall post a notice on its Internet Web Site specifying the factors that caused the Action Alert or OFO to be issued, to the extent such factors are known. EAST CHEYENNE shall also provide such notification via e-mail communication to those Customers who have submitted a request and provided e-mail address information for at least one contact person, via EAST CHEYENNE's Internet Web Site to receive e-mail notification of Critical Notices issued by EAST CHEYENNE.

- (f) Action Alerts: In the event that EAST CHEYENNE determines that due to (1) an ongoing or anticipated weather event, (2) a known equipment problem, or (3) the anticipated continuation of a current system operational problem, action is necessary to avoid a situation in which the system integrity is jeopardized or EAST CHEYENNE's ability to render firm service is threatened, EAST CHEYENNE may issue an Action Alert as set out herein to forestall the development of the situation.
- (1) Issuance of Alerts: Action Alerts will be noticed in accord with the procedures set forth in Section 5.5(e) and EAST CHEYENNE will endeavor to provide a minimum of four hours notice.
- (2) Action Alerts can be issued to effect any of the following:
- (A) restriction of Interruptible services;
- (B) restrictions of deliveries or receipts at specific Point(s) of Receipt or Point(s) of Delivery covered by an operational balancing agreement to the aggregate MDRQ or MDDQ under the Storage Service Agreements for Firm Storage Services whose Primary Point(s) of Delivery/Receipt, which are specified in the Storage Service Agreement, are at the affected locations; and/or
- (C) forced balancing such that point operators will be required to assure that nominations equal flows or that receipts and deliveries fall within the tolerance level designated in the Action Alert.
- (g) OFOs: In the event that, in EAST CHEYENNE's judgment, immediate action is

required to alleviate conditions which threaten to impair reliable firm service, to maintain operations at the pressures required to provide efficient and reliable service, to have adequate Gas supplies in the system to deliver on demand, to maintain services to all firm Customers and for all firm services, and/or to maintain the system in balance for the foregoing purposes, EAST CHEYENNE may forgo the action described in Section 5.5(f) and immediately issue an OFO. In the event that (1) Customer or point operator does not respond to an Action Alert, (2) the actions taken thereunder are insufficient to correct the system problem for which the Action Alert was issued, or (3) there is insufficient time to carry out the procedures with respect to Action Alerts, EAST CHEYENNE may issue an OFO pursuant to this Section 5.5(g) or take unilateral action, including the curtailment of firm service, to maintain the operational integrity of EAST CHEYENNE's system. For purposes of this Section, the operational integrity of EAST CHEYENNE's system shall encompass the integrity of the physical system and the preservation of physical assets and their performance, the overall operating performance of the entire physical system as an entity, and the maintenance (on a reliable and operationally sound basis) of total system deliverability and the quality of Gas delivered.

- (h) Termination of an Action Alert or OFO: EAST CHEYENNE shall lift any effective Action Alert or OFO promptly upon the cessation of operating conditions that caused the relevant system problem. After EAST CHEYENNE has lifted the Action Alert or the OFO, EAST CHEYENNE shall post a notice on its Internet Web Site specifying the factors that caused the Action Alert or OFO to be issued and then lifted, to the extent such factors are known. EAST CHEYENNE shall also provide such notification via e-mail communication to those Customers who have submitted a request, and provided e-mail address information for at least one contact person, via EAST CHEYENNE's Internet Web Site to receive e-mail notification of Critical Notices issued by EAST CHEYENNE.
- (i) Penalties: All quantities tendered to EAST CHEYENNE and/or taken by Customer on a daily basis in violation of an Action Alert or OFO shall constitute unauthorized receipts or deliveries for which the applicable Action Alert or OFO penalty charge stated below shall be assessed.
  - (1) Action Alert penalty charge for each Dekatherm of Gas by which Customer deviated from the requirements of the Action Alert shall be equal to an Action Alert Index Price, calculated as 110% of the applicable daily Gas Daily Mid Point price posting for Cheyenne Hub for the Day on which the deviation occurred, multiplied by the quantity by which the Customer deviated from the requirements of the Action Alert.
  - (2) OFO penalty charge for each Dekatherm of Gas by which Customer deviated from the requirements of the OFO shall be equal to an OFO Index Price, calculated as three (3) times the applicable daily Gas Daily Mid Point price posting for Cheyenne Hub for the Day on which the deviation occurred, multiplied by the quantity by which the Customer



deviated from the requirements of the OFO.

Any penalty revenue collected by EAST CHEYENNE pursuant to this Section 5.5(i) shall be credited to those firm and Interruptible Customers that did not incur Action Alert or OFO penalties pursuant to this Section 5.5(i) in the Month for which Action Alert or OFO penalty revenues were received (“Non-Offending Customers”), based on the ratio of the total charges paid during that Month by the Non-Offending Customer to the sum of the total charges paid during that Month by all Non-Offending Customers. Such credits shall be calculated for each Month of the twelve (12) Month period ending July 31 of each year, and will be included on the Non-Offending Customer’s invoice for the Month following the date of the final Commission order approving EAST CHEYENNE’s penalty disbursement report; provided, however, that EAST CHEYENNE will calculate and include such credits on Non-Offending Customer’s invoices for a period shorter than twelve Months in the event and to the extent that the total accumulated amount of Action Alert or OFO penalty revenue collected pursuant to this Section 5.5(i) by EAST CHEYENNE as of the end of any Month exceeds \$1,000,000. EAST CHEYENNE will file with the Commission a penalty disbursement report within sixty (60) Days of July 31 or sixty (60) Days after the end of the Month for which the revenue collected exceeds \$1,000,000. Any penalty revenue credited to Non-Offending Customers pursuant to this Section shall include interest calculated in accordance with Section 154.501(d) of the Commission’s regulations.

- (j) Liability of EAST CHEYENNE: EAST CHEYENNE shall not be liable for any costs incurred by any Customer or point operator in complying with an Action Alert or OFO. EAST CHEYENNE shall not be responsible for any damages that result from any interruption in service that is a result of a Customer’s or point operator’s failure to comply promptly and fully with an Action Alert or OFO, and the non-complying Customer or point operator shall indemnify EAST CHEYENNE against any claims of responsibility. However, EAST CHEYENNE shall use reasonable efforts to minimize any such costs or damages.
- (k) Unilateral Action: In the event that (1) Customer(s) or point operator(s) does (do) not respond to an OFO, or (2) the actions taken thereunder are insufficient to correct the system problem for which the OFO was issued, or (3) there is insufficient time to carry out the procedures with respect to OFOs, EAST CHEYENNE may take unilateral action, including the curtailment of firm service, to maintain the operational integrity of EAST CHEYENNE’s system. For purposes of this Section, the operational integrity of EAST CHEYENNE’s system shall encompass the integrity of the physical system and the preservation of physical assets and their performance, the overall operating performance, the overall operating performance of the entire physical system, as an entity, and the maintenance (on a reliable and operationally sound basis) of total system deliverability and the quality of Gas delivered.

6. WHEELING OPERATIONS

Customer shall tender or cause to be tendered to EAST CHEYENNE at the Point(s) of Receipt any Gas which Customer desires to have wheeled plus applicable Fuel Reimbursement volumes. Customer shall also receive or cause to be received Gas requested to be wheeled at the Point(s) of Delivery.

## 7. NOMINATIONS AND SCHEDULING

7.1 During any Day when Customer desires EAST CHEYENNE to inject, withdraw or wheel Gas, Customer shall submit a nomination to EAST CHEYENNE via electronic mail or via the Internet Web Site that includes, but is not limited to, the following information: quantity, flow period, upstream transportation contract number(s) and/or downstream transportation contract number(s), Point(s) of Receipt and/or Point(s) of Delivery, Customer name and Storage Service Agreement number, and the Customer's authorized employee name and telephone number. All nominations shall be based on a daily quantity.

All nominations shall include Customer defined begin dates and end dates. All nominations, excluding intraday nominations, have rollover options. Specifically, Customers have the ability to nominate for several Days, Months, or years, provided the nomination begin and end dates are within the term of Customer's Storage Service Agreement. All nominations shall be considered original nominations and shall be replaced to be changed. When a nomination for a date range is received, each day within that range is considered an original nomination. When a subsequent nomination is received for one or more days within that range, the previous nomination is superseded by the subsequent nomination only to the extent of the days specified. The days of the previous nomination outside the range of the subsequent nomination are unaffected.

Overrun quantities shall be requested on a separate transaction.

7.2 EAST CHEYENNE will accept nominations for service as follows:

(a) Next Day Service. The nomination timeline on the Day prior to the Day of Gas flow shall be the following:

11:30 a.m. Nomination leaves control of the Customer

11:45 a.m. Receipt of nomination by the EAST CHEYENNE (including from Title Transfer Tracking Service Providers ("TTTSPs"))

12:00 p.m. EAST CHEYENNE provides quick response for validity of data elements

3:30 p.m. Completed confirmations from upstream and downstream connected parties provided to EAST CHEYENNE

4:30 p.m. Receipt of scheduled quantities by Customer and point operator

The sending Party shall adhere to nomination, confirmation, and scheduling deadlines. It is the Party receiving the request that has the right to waive the deadline.

(b) Intraday Nominations. Any nomination received during a Day for the same Day of Gas flow, or any nomination received after the nominations deadline set forth in Section 7.2(a) above for the following Day flow shall be an intraday nomination. Intraday nominations can be used to request increases or decreases in total flow, changes to Point(s) of Receipt, or changes to Point(s) of

Delivery of scheduled Gas. Intraday nominations do not roll over (i.e. intraday nominations span one Day only). Intraday nominations do not replace the remainder of a standing nomination. There is no need to re-nominate if an intraday nomination modifies an existing nomination. Intraday nominations may be used to nominate new injections or withdrawals. All nominations, including intraday nominations, shall be based on a daily quantity; thus, an intraday nominator need not submit an hourly nomination. Intraday nominations shall include an effective date and time. The interconnected parties shall agree on the hourly flows of the intraday nomination, if not otherwise addressed in Transporter's contract or tariff.

In the event Customer does not submit a timely nomination or desires to alter an existing nomination, Customer shall have the right to submit an intraday nomination to revise Customer's scheduled quantities, Point(s) of Receipt and/or Point(s) of Delivery on a prospective basis prior to the end of the Day; provided, however, that such intraday nomination will be processed after all timely nominations have been scheduled. Such intraday nomination shall be implemented by EAST CHEYENNE to the extent and only to the extent that EAST CHEYENNE is able to confirm the receipt and delivery of such Gas at the Point(s) of Receipt and Point(s) of Delivery.

- (c) Elapsed-Prorated-Scheduled Quantity. With respect to intraday nominations for reductions in previously scheduled quantities, EAST CHEYENNE may accept any explicitly confirmed quantity, down to and including zero, for such intraday nomination; provided, however, if such intraday nomination requires confirmation from an upstream and/or downstream interconnected pipeline, then any intraday nomination to reduce previously scheduled quantities will be subject to, and limited to, the reduced quantity confirmed by such upstream and/or downstream interconnected pipeline.
- (d) Nominations will be processed for scheduling in the order in which they were received, by priority level as described in Section 5 of the General Terms and Conditions of this FERC Gas Tariff. Nominations received after the nomination deadline shall be scheduled after the nominations received before the nomination deadline.
- (e) Notices provided under this Section 7.2 must be submitted in writing via electronic mail or the Internet Web Site. Customer shall provide notice of any changes in deliveries to or receipt from EAST CHEYENNE to all Transporters and shall be responsible for, and shall hold EAST CHEYENNE harmless from, any and all liabilities and expense resulting from any such changes, unless the added expense is due to the negligence of EAST CHEYENNE.
- (f) Minimum NAESB Nomination Standards. In the event the more flexible nomination procedures set forth in Section 7.2(b) above are inapplicable for any reason, nominations shall be submitted and processed in accordance with the minimum standards set forth in this Section 7.2(f). EAST CHEYENNE shall

support the following standard nomination cycles (all times are Central Clock Time ("CCT")):

(1) The Timely Nomination Cycle:

On the Day prior to gas flow:

1:00 p.m. Nominations leave control of the service requester;

1:15 p.m. Nominations are received by EAST CHEYENNE (including from Title Transfer Tracking Service Providers ("TTTSPs");

1:30 p.m. EAST CHEYENNE sends the quick response to the service requester;

4:30 p.m. EAST CHEYENNE receives completed confirmations from confirming parties;

5:00 p.m. Service requester and point operator receive scheduled quantities from EAST CHEYENNE.

Scheduled quantities resulting from Timely Nominations will be effective at the start of the next Day.

(2) The Evening Nomination Cycle:

On the Day prior to Gas flow:

6:00 p.m. Nominations leave control of the service requester;

6:15 p.m. Nominations are received by EAST CHEYENNE (including TTTSPs);

6:30 p.m. EAST CHEYENNE sends the quick response to the service requester;

8:30 p.m. EAST CHEYENNE receives completed confirmations from confirming parties;

9:00 p.m. EAST CHEYENNE provides scheduled quantities to the affected service requester and point operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from Evening Nominations should be effective at the start of the next Day.

(3) The Intraday 1 Nomination Cycle:  
On the current Day:

10:00 a.m. Nominations leave control of the service requester;

10:15 a.m. Nominations are received by EAST CHEYENNE (including from TTTSPs);

10:30 a.m. EAST CHEYENNE sends the quick response to the service requester;

12:30 p.m. EAST CHEYENNE receives completed confirmations from confirming parties;

1:00 p.m. EAST CHEYENNE provides scheduled quantities to the affected service requester and point operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from Intraday 1 Nominations should be effective at 2:00 p.m. on the current Day.

(4) The Intraday 2 Nomination Cycle:  
On the current Day:

2:30 p.m. Nominations leave control of the service requester;

2:45 p.m. Nominations are received by EAST CHEYENNE (including from TTTSPs);

3:00 p.m. EAST CHEYENNE sends the quick response to the service requester;

5:00 p.m. EAST CHEYENNE receives completed confirmations from confirming parties;

5:30 p.m. EAST CHEYENNE provides scheduled quantities to the affected service requester and point operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from Intraday 2 Nominations should be effective at 6:00 p.m. on the current Day.

(5) The Intraday 3 Nomination Cycle:  
On the current Day:

7:00 p.m. Nominations leave control of the service requester;

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7:15 p.m.	Nominations are received by EAST CHEYENNE (including from TTTSPs);
7:30 p.m.	EAST CHEYENNE sends the quick response to the service requester;
9:30 p.m.	EAST CHEYENNE receives completed confirmations from confirming parties;
10:00 p.m.	EAST CHEYENNE provides scheduled quantities to the affected service requester and point operator.

Scheduled quantities resulting from Intraday 3 Nominations should be effective at 10:00 p.m. on the current Day. Bumping is not allowed during the Intraday 3 Nomination Cycle.

- (6) For purposes of Sections 7.2(f)(2), (3), (4), and (5), “provides” shall mean, for transmittals pursuant to NAESB WGQ standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.

7.3 Customer shall make available and tender any Gas to be injected or wheeled hereunder and receive and accept delivery, upon tender by EAST CHEYENNE, any Gas requested to be withdrawn from storage or wheeled. The quantity of Gas stored for the account of Customer shall be increased or decreased upon injection or withdrawal of Gas from storage, as applicable. Customer shall not (unless otherwise agreed by EAST CHEYENNE) receive or deliver Gas, nor shall EAST CHEYENNE be obligated to receive Gas or deliver Gas on an hourly basis at rates of flow in excess of 1/24 of Customer’s MDRQ or MDDQ, respectively. As determined by EAST CHEYENNE in its non-discriminatory and reasonable judgment, flow rates above 1/24 of Customer’s MDRQ or MDDQ may be permitted.

8. POINT(S) OF RECEIPT AND POINT(S) OF DELIVERY

8.1 Point(s) of Receipt. Customer shall tender all Gas for wheeling or injection into storage to EAST CHEYENNE at the Point(s) of Receipt as specified in Customer's Storage Service Agreement. The quantity of Gas tendered by Customer to EAST CHEYENNE for wheeling or injection into storage shall (i) not exceed at each Point of Receipt the MDTQ or MDRQ, as applicable, for such Point of Receipt in effect from time to time, and (ii) not exceed in aggregate at all Point(s) of Receipt the MDIQ plus the applicable Fuel Reimbursement in effect from time to time, without the consent of EAST CHEYENNE.

8.2 Point(s) of Delivery. EAST CHEYENNE shall tender all Gas to be wheeled or withdrawn from storage to Customer at the Point(s) of Delivery as specified in Customer's Storage Service Agreement. The quantity of Gas delivered to Customer shall (i) not exceed at each Point of Delivery the MDTQ or MDDQ, as applicable, for such Point of Delivery in effect from time to time, and (ii) not exceed in aggregate at all Point(s) of Delivery the MDWQ less the applicable Fuel Reimbursement in effect from time to time, without the written consent of EAST CHEYENNE.

8.3 Measurement. Customer and EAST CHEYENNE agree that the quantity of Gas delivered hereunder shall be measured by EAST CHEYENNE in accordance with the Transporter's pipeline tariff applicable to each Point of Delivery/Receipt, and, as such, may be allowed to fluctuate within the applicable measurement or flow tolerances on a daily and Monthly basis.

8.4 Downstream and Upstream Transportation. Customer shall be responsible for transportation from the Point(s) of Delivery and payment of all transportation charges relating thereto. Customer shall be responsible for transportation to the Point(s) of Receipt and payment of all transportation charges relating thereto.



## 9. QUALITY

9.1 Specifications. The Gas delivered by either Party to the other hereunder shall meet the quality specifications of the Transporter having the then-current most stringent quality specifications which receives or delivers such Gas at the Point of Receipt or Delivery, as applicable, and, unless such Transporter's quality specifications are more stringent, shall be of such quality that it shall meet at least the following specifications:

- (a) Be commercially free from objectionable odors, dirt, dust, iron particles, gums, gum forming constituents, gasoline, PCBs, and other solid and/or liquid matter, including but not limited to water, Gas treating chemicals and well completion fluids and debris, which may become separated from the Gas during the transportation thereof.
- (b) Contain not more than one fourth (1/4) of one grain of hydrogen sulfide per one hundred (100) cubic feet, as determined by the cadmium sulfate quantitative test, nor more than five (5) grains of total sulfur per one thousand (1000) cubic feet (including the sulfur in any hydrogen sulfide and mercaptans).
- (c) The Gas delivered hereunder shall not contain more than ten (10) parts per million (0.001%) by volume of oxygen, and reasonable efforts shall be made to keep the Gas free of oxygen.
- (d) Shall not contain inert substances (carbon dioxide, nitrogen, helium, oxygen or any other dilutant compound) of more than three percent (3%) by volume of which not more than two (2%) by volume shall be carbon dioxide.
- (e) Have a heating value of not less than nine hundred fifty (950) Btus per cubic feet and not more than eleven hundred fifty (1150) Btus per cubic feet.
- (f) Have a temperature of not more than one hundred twenty degrees Fahrenheit (120 degrees F), nor less than twenty degrees Fahrenheit (20 degrees F).
- (g) Have been dehydrated by the tendering Party, by any method other than the use of a calcium chloride as desiccant, for removal of entrained water in excess of five (5) pounds of water per million (1,000,000) cubic feet of Gas as determined by a dew point apparatus approved by the Bureau of Mines or such other apparatus as may be mutually agreed upon.
- (h) Have no hydrocarbons in liquid form at the temperature and pressure at which the Gas is delivered at the Delivery Point.
- (i) Will not exceed a hydrocarbon dew point of twenty (20) degrees Fahrenheit.
- (j) Will not contain any toxic or hazardous substance, in concentrations which, in the normal use of the Gas, results in an unacceptable risk to health, is injurious to pipeline facilities, is a limit to merchantability or contrary to applicable governmental standards.

9.2 Toxic and Hazardous Substances. Customer agrees to supply or cause its designee to supply to EAST CHEYENNE upon demand, at any time and from time-to-time, a sample of liquids removed from the Gas stream at any Receipt Point, whether removed by a coalescer or otherwise, for analysis at a laboratory of EAST CHEYENNE's choosing. If at any time PCBs or any other toxic substances or chemicals that EAST CHEYENNE deems hazardous and/or in any way unsafe for transportation are found in the liquid samples supplied to EAST CHEYENNE by Customer, EAST CHEYENNE may in its sole discretion immediately cease the receipt of such Gas and any associated liquids through its facilities. Upon proof that such toxic or hazardous substances are no longer present at levels deemed unsafe by EAST CHEYENNE, EAST CHEYENNE shall restore service to Customer at the affected Receipt Point.

9.3 Rejection of Gas. Either Party shall be entitled to reject any Gas tendered to it by the other Party which does not meet the minimum specifications of Section 9.1 hereunder. Acceptance of such Gas does not constitute any waiver of EAST CHEYENNE's right to refuse to accept similarly nonconforming Gas. Customer shall be liable for and indemnify EAST CHEYENNE against and reimburse EAST CHEYENNE for all losses, damages and liabilities of any nature incurred by EAST CHEYENNE and rising from Customer's tender of natural gas at the Point(s) of Receipt not in conformance with the above specifications. EAST CHEYENNE shall be liable for and indemnify Customer against and reimburse Customer for all losses, damages and liabilities of any nature incurred by Customer and rising from EAST CHEYENNE's tender of natural gas at the Point(s) of Delivery located on EAST CHEYENNE's system not in conformance with the above specifications.

10. PRESSURE AND INJECTION/WITHDRAWAL RATES

10.1 Delivery Pressures. EAST CHEYENNE shall deliver Gas to Customer at pressures sufficient to enter the Transporter's facilities at the Point(s) of Delivery against the operating pressures maintained by Transporter(s) from time to time. EAST CHEYENNE shall not be required to deliver Gas at pressures in excess of those required by Transporter(s) or in excess of Transporter(s) maximum allowable operating pressure (MAOP). Customer shall deliver or cause to be delivered to EAST CHEYENNE all Gas for wheeling, parking or injection at the Point(s) of Receipt at pressures not less than 700 psig and not in excess of the MAOP of EAST CHEYENNE's Facility at the Point(s) of Receipt. EAST CHEYENNE shall be responsible for maintaining facilities at such Point(s) of Receipt to permit Customer to deliver Gas to EAST CHEYENNE at such allowed pressures.

10.2 Receipt and Delivery Rates. EAST CHEYENNE has designed the facilities required to wheel, store, inject and withdraw Gas based on "normal" operating pressures maintained by the Transporter(s) at the Point(s) of Receipt/Delivery with allowances for reasonable fluctuations. In the event that conditions on the Transporter's system vary substantially from this "normal" design condition coincident with high levels of Customer receipt or delivery activity, EAST CHEYENNE's capability to receive or deliver the quantities set forth in its Storage Service Agreements may be impaired, resulting in an interruption in service. If this happens, capacity will be allocated pursuant to Section 5 of the General Terms and Conditions of this FERC Gas Tariff. Customer agrees to indemnify and hold EAST CHEYENNE harmless for any loss caused by any such interruption in service.

## 11. TITLE AND RISK OF LOSS

11.1 Customer warrants for itself, its successors and assigns, that it will have at the time of delivery of Gas for injection, storage, parking or wheeling hereunder either good title to, or the right to have, the Gas transported or stored. Customer warrants for itself, its successors and assigns, that the Gas it delivers hereunder shall be free and clear of all liens, encumbrances, or claims whatsoever; and that it will indemnify EAST CHEYENNE and save it harmless from all claims, suits, actions, damages, costs and expenses arising directly or indirectly from or with respect to the title and/or right to Gas tendered to EAST CHEYENNE hereunder. Title to Gas transported or stored under all Rate Schedules other than Rate Schedules FLS, EILS and ILS shall remain at all times with Customer. Title to Gas transported or stored under Rate Schedules FLS, EILS and ILS shall pass from EAST CHEYENNE to Customer when loan Gas is delivered for Customer's account to a Point of Delivery and title shall pass from Customer to EAST CHEYENNE when loaned Gas is returned by Customer to a Point of Receipt.

11.2 As between Customer and EAST CHEYENNE, (x) Customer shall be deemed to be in control and possession of the Gas prior to delivery to EAST CHEYENNE for wheeling, parking, storage or injection at the Point(s) of Receipt and after redelivery by EAST CHEYENNE to Customer at the Point(s) of Delivery, and shall indemnify and hold EAST CHEYENNE harmless from any damage or injury caused thereby, and (y) EAST CHEYENNE shall be deemed to be in control and possession of the Gas after the receipt of Gas at the Point(s) of Receipt and until EAST CHEYENNE's redelivery of an equivalent quantity of Gas, less applicable Fuel Reimbursement, to Customer at the Point(s) of Delivery, and shall indemnify and hold Customer harmless from any damage or injury caused thereby, except for damages and injuries caused by the sole negligence of Customer. Notwithstanding anything to the contrary set forth in this Section 11.2, the risk of loss of any quantity of Gas wheeled through, injected into, parked or stored in and withdrawn from the EAST CHEYENNE Facility shall remain with Customer, and EAST CHEYENNE shall not be liable to Customer for any loss of Gas, except as may be the consequence of the intentional or negligent acts or omissions of EAST CHEYENNE. Any losses of Gas, unless resulting from the intentional or negligent act or omissions of EAST CHEYENNE, shall be apportioned among and shared proportionally by all Customers under Rate Schedules FSS, FPS, FHBS, EISS, ISS, IPS and IHBS on the basis of the percentage which each Customer's Storage Inventory as of the Day immediately preceding the Day on which a loss occurs bore to the total amount of Gas in all Customers' Storage Inventories on such Day.

## 12. MEASUREMENT

12.1 The unit of volume for measurement of all quantities of Gas wheeled, parked, loaned or stored by EAST CHEYENNE or delivered to and received from storage hereunder shall be one (1) cubic foot of Gas at the base temperature of sixty degrees Fahrenheit (60 degrees F) and at an absolute pressure of fourteen and seventy-three hundredths (14.73) pounds per square inch and dry. All fundamental constants, observations, records, and procedures involved in determining and/or verifying the quantity and other characteristics of Gas delivered hereunder shall, unless otherwise specified herein, be in accordance with the standards prescribed in Report No. 3 of the American Gas Association, as now in effect and from time to time amended or supplemented. All measurements of Gas shall be determined by calculation into terms of such unit. All quantities given herein, unless expressly stated otherwise, are in terms of such unit. Notwithstanding the foregoing, it is agreed that, for all purposes, the Btu content of the Gas received and delivered by EAST CHEYENNE hereunder shall be measured on a “dry” basis rather than a fully saturated or “wet” basis. For Gas volumes reported in cubic meters, the standard conditions are 101.325 kPa, 15 degrees C, and dry.

12.2 EAST CHEYENNE shall install, maintain and operate, or cause to be installed, maintained and operated, the measurement facilities required hereunder. Said measurement facilities shall be so equipped with meters, recording gauges, chromatographs or other types of related and/or similar equipment of standard make and design commonly acceptable in the industry, as to accomplish the accurate measurement of Gas delivered hereunder. The retrieval of data and calibrating and adjustment of meters shall be done by EAST CHEYENNE or its agent.

### 13. BILLINGS AND PAYMENTS

13.1 Invoice. Not later than the ninth (9th) Business Day of each month, EAST CHEYENNE shall provide Customer (including a Replacement Customer) an invoice and any required backup data (which may be transmitted by electronic mail) setting forth (i) the charges due for the current Month; (ii) the total quantity of Gas, stated in Dekatherms, received from and delivered to Customer hereunder during the preceding Month(s), with applicable Point(s) of Receipt and Point(s) of Delivery properly identified, and the amount due therefor; and if applicable, (iii) the amount of Customer's Gas in storage as of the close of the preceding Month and information sufficient to explain and support any adjustments made by EAST CHEYENNE in determining the amount billed. If actual quantities are not available by the ninth (9th) Business Day of the Month, EAST CHEYENNE may invoice based on best available data subject to adjustment to actual at a later date. Quantities at points where Operational Balancing Agreements exist shall be invoiced based on scheduled quantities. Payment for Gas cashed out pursuant to Sections 9.1 of Rate Schedules FSS, FPS, or FHBS or Section 8.1 of Rate Schedules EISS, ISS, IHBS, or IPS shall appear as a credit on the last statement rendered by EAST CHEYENNE to Customer. To the extent that the credit exceeds the total charges in that statement, the difference shall be paid by EAST CHEYENNE to Customer on or before the twenty-fifth (25th) day of the Month following the Month of the expiration or termination of the applicable Storage Service Agreement.

13.2 Application of Payments for Released Capacity. Payments to EAST CHEYENNE by a Replacement Customer for released capacity shall be applied as follows: (i) EAST CHEYENNE shall retain amounts equal to the Replacement Customer's usage charges; (ii) EAST CHEYENNE will credit the balance to reservation charges due from the Replacement Customer; and (iii) EAST CHEYENNE shall remit the remaining balance, if any, or shall charge any balance due, to the Replacement Customer, in accordance with Section 4.10 of the General Terms and Conditions of this FERC Gas Tariff. If any balance due from the Replacement Customer remains unpaid, the outstanding balance will then be billed to the Releasing Customer, provided that the Releasing Customer is only liable to the extent of the reservation charges specified in the applicable Storage Service Agreement and corresponding Rate Schedule.

13.3 Payment. Customer shall pay EAST CHEYENNE by wire transfer the full amount reflected on the invoice within fifteen (15) days of the date of the invoice. If the fifteenth (15th) day shall fall upon a weekend or legal holiday, then such payment shall be made on the last regular Business Day prior to such fifteenth (15th) day. Party making payment should submit supporting documentation; Party receiving payment should apply payment per supporting documentation provided by the paying Party; and if payment differs from invoiced amount, remittance detail should be provided with the payment except when payment is made by electronic funds transfer (EFT), in which case, the remittance detail is due within two Business Days of the payment due date.

13.4 Billing Error. If an error is discovered in any billing, such error shall be adjusted within thirty (30) days of the determination thereof.

13.5 Billing Disputes. If a dispute arises as to the amount payable in any invoice rendered hereunder, Customer shall nevertheless pay when due the amount not in dispute under such invoice. Such payment shall not be deemed to be a waiver of the right by Customer to recoup any overpayment, nor shall acceptance of any payment be deemed to be a waiver of the right by Customer to recoup any overpayment, nor shall acceptance of any payment be deemed to be a waiver by EAST CHEYENNE of any underpayment. In the event Customer fails to forward the entire undisputed amount due to EAST

CHEYENNE when same is due, interest on the unpaid portion shall accrue at the same rate of interest and in the same manner as prescribed for pipeline refunds as set forth in Section 154.501(d) of the Commission's regulations under the Natural Gas Act from the date such payment is due until the same is paid. If Customer's failure to pay the undisputed portion of any invoice rendered hereunder continues beyond thirty (30) days after the due date of such invoice, then EAST CHEYENNE, in addition to all other legal remedies available to it, shall have the right and option to suspend further deliveries of Gas until such default shall have been cured. If Customer's failure to pay the undisputed portion of any invoice rendered hereunder continues beyond sixty (60) days after the due date of such invoice, then EAST CHEYENNE, in addition to all other legal remedies available to it, shall have the right and option to terminate service hereunder. Remedies for Customer's failure to pay will be pursued in accordance with Section 27 of these General Terms and Conditions.

If Customer withholds payment of any disputed amount as authorized herein, Customer shall within ten (10) days after the due date of the disputed invoice submit to EAST CHEYENNE a written explanation of the dispute and any available supporting documentation. The Parties shall then cooperate in good faith to resolve such dispute as expeditiously as possible, and the portion, if any, of such disputed amount eventually determined to be due shall bear interest at the rate stated in Section 13.4 above from the original due date until the date actually paid.

13.6 Right to Audit. Both EAST CHEYENNE and Customer shall have the right at their own expense to examine and audit at any reasonable time the books, records (including measurement, billing and payment) and charts of the other to the extent necessary to verify the accuracy of any statements or charges made under or pursuant to any of the provisions of Customer's Storage Service Agreement. Upon request, Customer shall also make available to EAST CHEYENNE for audit purposes any relevant records of the Transporters to which Customer has access. A formal audit of accounts shall not be made more often than once each Contract Year. Any inaccuracy will be promptly corrected when discovered; provided, however, that neither EAST CHEYENNE nor Customer shall be required to maintain books, records or charts for a period of more than two (2) Contract Years following the end of the Contract Year to which they are applicable. Neither EAST CHEYENNE nor Customer shall have any right to question or contest any charge or credit if the matter is not called to the attention of the other in writing within two (2) years after the end of the Contract Year in question.

14. TAXES

If at any time EAST CHEYENNE is required to remit any taxes assessed on Gas pursuant to Customer's Storage Service Agreement, then EAST CHEYENNE shall have the right to collect from Customer such taxes, including any penalties and interest. Customer agrees to reimburse EAST CHEYENNE for the taxes assessed on the Gas, including any penalties and interest, within fifteen (15) Days of the date of invoice from EAST CHEYENNE. Customer shall furnish EAST CHEYENNE information, satisfactory to EAST CHEYENNE, to enable EAST CHEYENNE to comply with any reports required by state or federal government and agencies. Customer recognizes that EAST CHEYENNE may be required to file federal and state tax returns, and Customer agrees to furnish EAST CHEYENNE with adequate information pertaining to the taxation on the Gas. Customer shall coordinate such filings with EAST CHEYENNE.



15. INSURANCE

Customer shall be responsible for providing its own insurance coverage with respect to Gas it tenders for storage and has stored in EAST CHEYENNE's Facility.

## 16. FORCE MAJEURE, RESERVATION CHARGE CREDITS

16.1. (a) Effect of Force Majeure. In the event EAST CHEYENNE is rendered unable, wholly or in part, by reason of an event of Force Majeure, as defined herein, to perform any obligation or commitment under Customer's Storage Service Agreement, it is agreed that upon EAST CHEYENNE's giving notice and full particulars of such Force Majeure event on its Internet Web Site and/or in writing to Customer within seventy-two (72) hours after the occurrence of the cause relied on, then the obligations of EAST CHEYENNE shall be suspended to the extent that EAST CHEYENNE's ability to perform such obligations is affected by such Force Majeure event and for the period of such Force Majeure condition, but for no longer period, and such cause shall as far as possible be remedied with all reasonable dispatch.

(b) Force Majeure and Obligation to Pay/Credit Reservation Charges. A Customer taking firm service under Rate Schedules FSS, NNSS, FPS, FLS or FHBS shall not be relieved of its obligation to pay Reservation Charges specified in such firm Rate Schedules due to an event of Force Majeure and EAST CHEYENNE shall include the full amount of such Reservation Charges on the Customer's invoice for any Month in which an event of Force Majeure shall have occurred, provided, however, that EAST CHEYENNE shall calculate credits against the Customer's Reservation Charges payable under Rate Schedules FSS, NNSS, FPS, FLS or FHBS and its Storage Service Agreement to reflect any reduction in EAST CHEYENNE's ability to render firm services resulting from an event of Force Majeure declared by EAST CHEYENNE and shall include such credits on the firm Customer's invoice for the next succeeding Month, in accordance with Section 16.1(c) below.

(c) Calculation of Credits Against Reservation Charges. For each Day on which a Customer's firm service under Rate Schedules FSS, NNSS, FPS, FLS or FHBS is curtailed such that (i) for curtailments due to Force Majeure events, Customer does not receive at least 98% of its scheduled service, or (ii) for non-Force Majeure curtailments, Customer does not receive 100% of its scheduled service, EAST CHEYENNE shall calculate credits against the Customer's Reservation Charges payable under Rate Schedules FSS, NNSS, FPS, FLS or FHBS and its Storage Service Agreement; provided, that EAST CHEYENNE shall not be required to provide Reservation Charge credits during the first ten (10) Days of curtailment due to an event of Force Majeure declared by EAST CHEYENNE and; provided further, EAST CHEYENNE shall not be required to provide Reservation Charge credits for curtailments or other service interruptions that are the result of Customer's conduct or the result of actions or inactions by pipeline Transporters. EAST CHEYENNE shall calculate Reservation Charge Credits for each applicable Day of curtailment using the following formulae:

Curtailment of a firm Customer's injections:

$$\text{Reservation Charge Credit} = \text{RC}/\#\text{Days} \times \text{CNIQ}/\text{MDIQ}$$

Curtailment of a firm Customer's withdrawals:

$$\text{Reservation Charge Credit} = \text{RC}/\#\text{Days} \times \text{CNWQ}/\text{MDWQ}$$

Where:

RC = The Customer's Reservation Charges for the Month, calculated using the rates set forth in the Customer's Storage Service Agreement. Customer's NNSR Reservation Charges, if applicable, shall be combined with its FSS Reservation Charges for this calculation.

#Days = The number of Days in the Month.

CNIQ = The Curtailed Nominated Injection Quantity, which shall be the quantity of Customer's nominated injections actually curtailed on each Day in the Month by EAST CHEYENNE.

CNWQ = The Curtailed Nominated Withdrawal Quantity, which shall be the quantity of Customer's nominated withdrawals actually curtailed on each Day of the Month by EAST CHEYENNE.

MDIQ = The firm Customer's Maximum Daily Injection Quantity, as set forth in its Storage Service Agreement.

MDWQ = The firm Customer's Maximum Daily Withdrawal Quantity, as set forth in its Storage Service Agreement.

16.2 Nature of Force Majeure. The term "Force Majeure" as employed herein and in Customer's Storage Service Agreement shall mean any cause, whether of the kind enumerated herein or otherwise, not reasonably within the control of EAST CHEYENNE, such as acts of God; strikes, lockouts and industrial disputes or disturbances; inability to secure or delays in obtaining labor, materials, supplies, permits, easements or rights-of-way, including inability to secure materials by reason of allocations promulgated by authorized governmental agencies; arrests and restraints of governments and people; interruptions by government or court orders; acts of the public enemy; vandalism; wars; riots; civil disturbances; sabotage or terrorism; blockades; insurrections; epidemics; landslides; lightning; tornadoes; hurricanes; earthquakes; fires; storms; floods; washouts; inclement weather which necessitates extraordinary measures and expense to maintain operations; explosions of, breakage of, accidents to, mechanical failure of and/or maintenance to plant facilities including machinery, lines of pipe, wells and storage reservoirs, regardless of how caused, and the making of repairs or alterations to pipelines, storage, and plant facilities including Transporter's(s') pipeline repairs; and failure of any Transporter(s) to receive or take any volumes of Gas tendered for receipt or delivery at the Point(s) of Receipt or Point(s) of Delivery hereunder. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of EAST CHEYENNE, and that the above requirements that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of

strikes or lockouts by acceding to the demands of opposing Party when such course is inadvisable in the discretion of EAST CHEYENNE.

17. NOTICES

Any notice, request, demand, or statement provided for in Customer's Storage Service Agreement, except as otherwise herein provided, shall be given in writing, delivered in person, by United States Mail or via e-mail or facsimile, to the Parties at the addresses shown in the executed Storage Service Agreement or at such other addresses as may hereafter be furnished to the other Party in writing.

Any notice initially delivered by electronic mail shall be confirmed by regular mail within one (1) week after transmission of the electronic mail.

18. FUEL REIMBURSEMENT

18.1 Categories of Fuel Usage. The two general categories of fuel usage are: (1) Direct Fuel Usage, consisting of (a) compression fuel (including electricity), (b) dehydration fuel, and (c) line heating fuel; and (2) Indirect Fuel Usage, consisting of fuel that is consumed on site to (a) generate electricity, (b) heat the facility (if any), and (c) fuel EAST CHEYENNE vehicles.

Fuel Reimbursement charges are intended to compensate EAST CHEYENNE for these categories of fuel usage and for lost and unaccounted for Gas volumes to the extent required for the operation and maintenance of EAST CHEYENNE's Gas storage facilities.

18.2 Fuel Reimbursement. Fuel Reimbursement shall be calculated separately for storage services, wheeling, balancing, loaning and parking under Rate Schedules FSS, FPS, FLS, FHBS, EISS, EILS, EIWS, ISS, IHBS, IPS, IWS, and ILS. Each Fuel Reimbursement charge shall be negotiated by EAST CHEYENNE and Customer such that reimbursement of fuel shall be paid in kind, as set forth in Customer's Storage Service Agreement(s).

## 19. GAS TITLE TRANSFERS

### 19.1 Title Transfers of Gas in Storage:

- (a) A Customer that has executed a Storage Service Agreement under Rate Schedules FSS, FPS, FLS, FHBS, EISS, EILS, ISS, IHBS, IPS or ILS may sell some or all of its Storage Inventory or Loan Balance to any other Customer that has executed a Storage Service Agreement under the same Rate Schedule to become part of such other Customer's Storage Inventory or Loan Balance under the same Rate Schedule if:
- (1) Customer selling Storage Inventory or Loan Balance and Customer purchasing Storage Inventory or Loan Balance execute a Title Transfer Form identifying the details of title transfer transaction, as such form is posted for EAST CHEYENNE's Internet Web Site and amended from time to time, and submit such executed form to EAST CHEYENNE; and
  - (2) The purchase does not cause either Customer to exceed its Maximum Storage Quantity, Maximum Loan Quantity, or Maximum Park Quantity, as applicable and as specified in the Customer's Storage Service Agreement, or cause either Customer's balance to go below zero.

EAST CHEYENNE may restrict transfers when such transfers would result in an increase in the service obligations of EAST CHEYENNE or cause operational difficulties and such increase or operational difficulties would, in the reasonable judgment of EAST CHEYENNE, impair the ability of EAST CHEYENNE to meet all of its other service obligations of equal or higher priority. Transfers may only occur between Customers under a Storage Service Agreement pertaining to the same service and priority, including, for example, Customers with the same ratio of (i) MSQ and the Maximum Daily Withdrawal Quantity/Maximum Daily Injection Quantity (MDWQ/MDIQ), (ii) MSQ and MDIQ, or (iii) MSQ and MDWQ.

- (b) EAST CHEYENNE will recognize the transfer for purposes of computing each Customer's available Storage Inventory or Loan Balance on a prospective basis within one (1) Business Day after receipt of the executed Title Transfer Form.
- (c) For each title transfer of Gas in storage performed under this Section, each Customer shall pay the Title Transfer rate as agreed upon by each Customer and EAST CHEYENNE and set forth in Exhibit A to Customer's Storage Service Agreement.

### 19.2 Title Transfers of Gas

- (a) Transfers of title between Customers and/or Storage Service Agreements under which Gas is delivered to EAST CHEYENNE, withdrawn from EAST CHEYENNE's storage or wheeled on EAST CHEYENNE's system may be permitted by EAST CHEYENNE at Point(s) of Receipt and Point(s) of Delivery on an Interruptible basis.

- (b) Requests for such transfers shall be made in accordance with the nomination procedures set forth in Section 7, Nominations and Scheduling, of the General Terms and Conditions herein. EAST CHEYENNE shall not unreasonably withhold approval of such transfers.
- (c) For each title transfer nominated by Customer under Section 19.2(b) herein, Customer shall pay the gas title transfer rate set forth in Exhibit A to Customer's Storage Service Agreement.



20. PENALTIES

20.1 A Customer shall be liable for and shall be required to reimburse EAST CHEYENNE for all penalties, charges and fees which EAST CHEYENNE is required to pay to Transporter(s) as a consequence of Customer's actions. The recovery of such penalty amounts shall be on an as-billed basis.

20.2 In addition to the payment of the penalties set forth in Section 20.1 herein, the responsible Customer shall also be liable for, and shall reimburse EAST CHEYENNE, for all costs incurred by EAST CHEYENNE as a consequence of such Customer's actions.

20.3 Customer shall hold EAST CHEYENNE harmless for all costs and penalties which may be assessed by Transporter(s) under Customer's transportation agreement(s) with Transporter(s), unless the costs and penalties are due to the negligence of EAST CHEYENNE. Customer and EAST CHEYENNE shall cooperate with each other and with the Transporter(s) to verify delivery and receipt of the volumes of Gas delivered hereunder on a timely basis.

21. TRANSMISSION PROVIDER STANDARDS OF CONDUCT

EAST CHEYENNE does not meet FERC's definition of a "Transmission Provider" (18 C.F.R. § 358.3(k)) because it is a natural gas storage provider authorized to charge market-based rates. Therefore, EAST CHEYENNE is not required to comply with FERC's Transmission Provider Standards of Conduct, as promulgated in Order Nos. 717, et al., and codified at 18 C.F.R. Part 358.

## 22. NORTH AMERICAN ENERGY STANDARDS BOARD

## Compliance with 18 CFR Section 284.12

EAST CHEYENNE has adopted the Business Practices and Electronic Communications Standards, NAESB WGQ Version 3.2, which are required by the Commission in 18 CFR Section 284.12(a), as indicated below. Standards without accompanying identification or notations are incorporated by reference. Standards that are not incorporated by reference are identified along with the tariff record in which they are located. Standards for which waivers or extensions of time have been granted are also identified.

**Standards not Incorporated by Reference and their Location in Tariff:**

<u>NAESB Standard</u>	<u>Tariff record</u>	<u>Section</u>
0.3.3	6.3 Request for Service	3.3(j)
0.3.4	6.3 Request for Service	3.3(j)
0.3.5	6.3 Request for Service	3.3(j)
0.3.6	6.3 Request for Service	3.3(j)
0.3.7	6.3 Request for Service	3.3(j)
0.3.8	6.3 Request for Service	3.3(j)
0.3.9	6.3 Request for Service	3.3(j)
0.3.10	6.3 Request for Service	3.3(j)
1.2.3	6.2 Definitions	2.41
1.2.4	6.2 Definitions	2.22
1.2.6	6.2 Definitions	2.35
1.2.12	6.2 Definitions	2.13
1.3.1	6.2 Definitions	2.10
1.3.2(i)	6.7 Nominations and Scheduling	7.2(f)
1.3.2(ii)	6.7 Nominations and Scheduling	7.2(f)
1.3.2(iii)	6.7 Nominations and Scheduling	7.2(f)
1.3.2(iv)	6.7 Nominations and Scheduling	7.2(f)
1.3.2(v)	6.7 Nominations and Scheduling	7.2(f)
1.3.2(vi)	6.7 Nominations and Scheduling	7.2(f)
1.3.5	6.7 Nominations and Scheduling	7.1
1.3.6	6.7 Nominations and Scheduling	7.2(d)
1.3.8	6.7 Nominations and Scheduling	7.2(b)
1.3.9	6.7 Nominations and Scheduling	7.1
1.3.11	6.7 Nominations and Scheduling	7.2(b)
1.3.13	6.7 Nominations and Scheduling	7.2(b)
1.3.19	6.7 Nominations and Scheduling	7.1
1.3.21	6.7 Nominations and Scheduling	7.2(a)
1.3.26	6.5 Priority, Interruption...	5.5(d)
1.3.33	6.7 Nominations and Scheduling	7.2(b)

2.3.9 (with respect to BTU and cubic foot of Gas)	6.2 Definitions	2.4
3.2.1	6.2 Definitions	2.5
3.3.9	13 Billings and Payments	13.1
3.3.10	13 Billings and Payments	13.1
3.3.17	13 Billings and Payments	13.3
3.3.19	13 Billings and Payments	13.4
5.2.1	2 Definitions	2.7
5.2.3	2 Definitions	2.12
5.3.1	4 Capacity Release	4.3
5.3.2	4 Capacity Release	4.3
5.3.3	4 Capacity Release	4.3
5.3.4	4 Capacity Release	4.7
5.3.7	4 Capacity Release	4.13(g)
5.3.8	4 Capacity Release	4.13(g)
5.3.13	4 Capacity Release	4.6(b)
5.3.14	4 Capacity Release	4.1
5.3.15	4 Capacity Release	4.6(b)
5.3.16	4 Capacity Release	4.1
5.3.24	4 Capacity Release	4.3
5.3.25	4 Capacity Release	4.3
5.3.26	4 Capacity Release	4.1(m)
5.3.28	4 Capacity Release	4.1(c)
5.3.44	4 Capacity Release	4.13(e)
5.3.45	4 Capacity Release	4.13(e)
5.3.59	4 Capacity Release	4.8
5.3.60	4 Capacity Release	4.14(c)

**Standards Incorporated by Reference:**

**Additional Standards:**

**General:**

Definition:

0.2.5

Standards:

0.3.1, 0.3.2, 0.3.16, 0.3.17

**Gas/Electric Operational Communications:**

Definitions:

0.2.1, 0.2.2, 0.2.3, 0.2.4

Standards:

0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15

**Operating Capacity and Unsubscribed:**

Standards:

0.3.18, 0.3.20, 0.3.21, 0.3.22

Data Sets:

0.4.2, 0.4.3

**Location Data Download:**

Standards:

0.3.23, 0.3.24, 0.3.25, 0.3.26, 0.3.27, 0.3.28, 0.3.29

Data Set:

0.4.4

**Storage Information**

Data Set:

**Nominations Related Standards:**

Definitions:

1.2.1, 1.2.2, 1.2.5, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.13, 1.2.14, 1.2.15, 1.2.16, 1.2.17, 1.2.18, 1.2.19

Standards:

1.3.3, 1.3.4, 1.3.7, 1.3.14, 1.3.15, 1.3.16, 1.3.17, 1.3.18, 1.3.20, 1.3.22, 1.3.23, 1.3.24, 1.3.25, 1.3.27, 1.3.28, 1.3.29, 1.3.30, 1.3.31, 1.3.32, 1.3.34, 1.3.35, 1.3.36, 1.3.37, 1.3.38, 1.3.39, 1.3.40, 1.3.41, 1.3.42, 1.3.43, 1.3.44, 1.3.45, 1.3.46, 1.3.48, 1.3.51, 1.3.53, 1.3.55, 1.3.56, 1.3.58, 1.3.62, 1.3.64, 1.3.65, 1.3.66, 1.3.67, 1.3.68, 1.3.69, 1.3.70, 1.3.71, 1.3.72, 1.3.73, 1.3.74, 1.3.75, 1.3.76, 1.3.77, 1.3.79, 1.3.80, 1.3.81, 1.3.82

Data Sets:

1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 1.4.7

**Flowing Gas Related Standards:**

Definitions:

2.2.1, 2.2.2, 2.2.3, 2.2.4, 2.2.5

Standards:

2.3.1, 2.3.2, 2.3.3, 2.3.4, 2.3.5, 2.3.6, 2.3.7, 2.3.8, 2.3.9 (with respect to gigacalorie), 2.3.10, 2.3.11, 2.3.12, 2.3.13, 2.3.14, 2.3.15, 2.3.16, 2.3.17, 2.3.18, 2.3.19, 2.3.20, 2.3.21, 2.3.22, 2.3.23, 2.3.25, 2.3.26, 2.3.27, 2.3.28, 2.3.29, 2.3.30, 2.3.31, 2.3.32, 2.3.40, 2.3.41, 2.3.42, 2.3.43, 2.3.44, 2.3.45, 2.3.46, 2.3.47, 2.3.48, 2.3.50, 2.3.51, 2.3.52, 2.3.53, 2.3.54, 2.3.55, 2.3.56, 2.3.57, 2.3.58, 2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.63, 2.3.64, 2.3.65, 2.3.66

Data Sets:

2.4.9, 2.4.10, 2.4.11

**Invoicing Related Standards:**

Standards:

3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.11, 3.3.12, 3.3.13, 3.3.14, 3.3.15, 3.3.16, 3.3.18, 3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.25, 3.3.26, 3.3.27

**Quadrant Electronic Delivery Mechanism Related Standards:**

Definitions:

4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.2.9, 4.2.10, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 4.2.15, 4.2.16, 4.2.17, 4.2.18, 4.2.19, 4.2.20

Standards:

4.3.1, 4.3.2, 4.3.3, 4.3.16, 4.3.17, 4.3.18, 4.3.20, 4.3.22, 4.3.23, 4.3.24, 4.3.25, 4.3.26, 4.3.27, 4.3.28, 4.3.30, 4.3.31, 4.3.32, 4.3.33, 4.3.34, 4.3.35, 4.3.36, 4.3.38, 4.3.40, 4.3.41, 4.3.42, 4.3.43, 4.3.44, 4.3.45, 4.3.46, 4.3.47, 4.3.48, 4.3.49, 4.3.50, 4.3.52, 4.3.53, 4.3.54, 4.3.57, 4.3.58, 4.3.60, 4.3.62, 4.3.66, 4.3.67, 4.3.68, 4.3.69, 4.3.72, 4.3.75, 4.3.78, 4.3.79, 4.3.85, 4.3.86, 4.3.87, 4.3.89, 4.3.90, 4.3.91, 4.3.92, 4.3.93, 4.3.94, 4.3.95, 4.3.96, 4.3.97, 4.3.98, 4.3.99, 4.3.100, 4.3.103, 4.3.104, 4.3.105, 4.3.107, 4.3.108, 4.3.109, 4.3.110

**Capacity Release Related Standards:**

Definitions:

5.2.2, 5.2.4, 5.2.5

Standards:

5.3.5, 5.3.9, 5.3.10, 5.3.11, 5.3.12, 5.3.18, 5.3.19, 5.3.20, 5.3.21, 5.3.22, 5.3.23, 5.3.29, 5.3.31, 5.3.32, 5.3.33, 5.3.34, 5.3.35, 5.3.36, 5.3.37, 5.3.38, 5.3.39, 5.3.40, 5.3.41, 5.3.42, 5.3.46, 5.3.47, 5.3.48, 5.3.49, 5.3.50, 5.3.51, 5.3.52, 5.3.53, 5.3.54, 5.3.55, 5.3.56, 5.3.57, 5.3.58, 5.3.62, 5.3.62a, 5.3.63, 5.3.64, 5.3.65, 5.3.66, 5.3.67, 5.3.68, 5.3.69, 5.3.70, 5.3.71, 5.3.72, 5.3.73

Data Sets:

5.4.14, 5.4.15, 5.4.16, 5.4.20, 5.4.21, 5.4.22, 5.4.24, 5.4.25, 5.4.26, 5.4.27

**Internet Electronic Transport Related Standards:**

## Definitions:

10.2.1, 10.2.2, 10.2.3, 10.2.4, 10.2.5, 10.2.6, 10.2.7, 10.2.8, 10.2.9, 10.2.10, 10.2.11, 10.2.12, 10.2.13, 10.2.14, 10.2.15, 10.2.16, 10.2.17, 10.2.18, 10.2.19, 10.2.20, 10.2.21, 10.2.22, 10.2.23, 10.2.24, 10.2.25, 10.2.26, 10.2.27, 10.2.28, 10.2.29, 10.2.30, 10.2.31, 10.2.32, 10.2.33, 10.2.34, 10.2.35, 10.2.36, 10.2.37, 10.2.38, 10.2.39

## Standards:

10.3.1, 10.3.3, 10.3.4, 10.3.5, 10.3.6, 10.3.7, 10.3.8, 10.3.9, 10.3.10, 10.3.11, 10.3.12, 10.3.14, 10.3.15, 10.3.16, 10.3.17, 10.3.18, 10.3.19, 10.3.20, 10.3.21, 10.3.22, 10.3.23, 10.3.24, 10.3.25, 10.3.26, 10.3.27, 10.3.28, 10.3.29

**Standards for which Waiver or Extension of Time to Comply have been granted:**

<u>NAESB Standard</u>	<u>Waiver or Extension of Time</u>
0.4.1	Extension of Time
1.4.6	Extension of Time
2.4.1	Extension of Time
2.4.2	Extension of Time
2.4.3	Extension of Time
2.4.4	Extension of Time
2.4.5	Extension of Time
2.4.6	Extension of Time
2.4.7	Extension of Time
2.4.8	Extension of Time
2.4.17	Extension of Time
2.4.18	Extension of Time
3.4.1	Extension of Time
3.4.2	Extension of Time
3.4.3	Extension of Time
3.4.4	Extension of Time
4.3.55	Extension of Time
4.3.80	Extension of Time
4.3.81	Extension of Time
4.3.82	Extension of Time
4.3.84	Extension of Time
4.3.101	Extension of Time
4.3.102	Extension of Time
4.3.106	Extension of Time
5.4.17	Extension of Time
5.4.23	Extension of Time*

\*Additionally, any other standards for which FERC granted EAST CHEYENNE a limited waiver in the form of an extension of time to implement EDI/EDM and FF/EDM communications until 90 days following a request that it provide such communications. *East Cheyenne Gas Storage, LLC*, 132 FERC ¶ 61,097, at P 53 (2010).

With regard to definition 2.2.2, EAST CHEYENNE's Facility shall comprise a single Operational Impact Area.



23. JOINT OBLIGATIONS

When Customer under a Storage Service Agreement consists of two or more persons, the obligations of such persons under such agreement shall be joint and several and, except as otherwise provided, any action provided to be taken by Customer shall be taken by such persons jointly.

24. NON-DISCRIMINATORY WAIVER OF TARIFF PROVISIONS AND NON-WAIVER OF FUTURE DEFAULTS

EAST CHEYENNE may waive any of its rights hereunder or any obligations of Customer on a basis which is not unduly discriminatory; provided that no waiver by either Customer or EAST CHEYENNE of any one or more defaults by the other in the performance of any provision of the Storage Service Agreement between Customer and EAST CHEYENNE shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.

25. MODIFICATION

No modification to the terms and provisions of any Storage Service Agreement or exhibit thereto shall be or become effective except by the execution of a superseding Storage Service Agreement or exhibit thereto.

26. SUCCESSORS IN INTEREST; ASSIGNMENT

26.1 Any company which shall succeed by purchase, merger, consolidation or otherwise to the properties substantially as an entirety, of EAST CHEYENNE or of Customer, shall be entitled to the rights and shall be subject to the obligations of its predecessors in title under a Storage Service Agreement.

26.2 In accordance with the capacity release procedures set forth in Section 4 of the General Terms and Conditions, Customer may, without relieving itself of its obligations under such Storage Service Agreement, assign any of its rights and obligations thereunder to another shipper, but otherwise no assignment of such Storage Service Agreement, or of any of the rights or obligations thereunder shall be made unless there first shall have been obtained the consent thereto of EAST CHEYENNE, in the event of any assignment by Customer, or the consent thereto of Customer, in the event of an assignment by EAST CHEYENNE.

26.3 The restrictions on assignment set forth in this Section 26 shall not in any way prevent any Party from pledging or mortgaging its rights under a Storage Service Agreement as security for its indebtedness. From time to time EAST CHEYENNE may request that a Customer under any Storage Service Agreement(s) that either (i) has a term greater than twelve (12) months or (ii) provides for the payment to EAST CHEYENNE of an amount equal to or greater than \$1,000,000.00 over the term of the agreement execute a Consent and Agreement, on the form provided in this FERC Gas Tariff, in favor of lenders providing financing in support of the East Cheyenne Gas Storage Project or any expansion thereof. Customer shall execute such Consent and Agreement within thirty (30) days of EAST CHEYENNE's request.

## 27. DEFAULT AND TERMINATION

27.1 Customer shall be in default under this FERC Gas Tariff or the Storage Service Agreement if:

- (a) Customer shall fail to pay any sums due to EAST CHEYENNE hereunder and such failure continues for a period of five (5) Business Days after written notice to Customer by EAST CHEYENNE;
- (b) Customer fails to perform any of its material covenants or obligations under this FERC Gas Tariff or the Storage Service Agreement, other than obligations to make payments to EAST CHEYENNE, and Customer does not remedy such failure within a period of thirty (30) days after receipt of a notice from EAST CHEYENNE;
- (c) Customer or its guarantor becomes insolvent, as set forth in Section 3.3(i); or
- (d) Customer fails to provide or maintain Financial Assurances pursuant to Section 30.

Customer shall indemnify and hold harmless EAST CHEYENNE from and against any costs or losses resulting from (a), (b), (c), and (d) above.

27.2 In the event of any Default by Customer, in addition to all other remedies available to it pursuant to the Storage Service Agreements or at law and in equity, EAST CHEYENNE may do any or all of the following:

- (a) refuse to accept any further deliveries of Gas from or on behalf of Customer pursuant to all or any transactions;
- (b) refuse to deliver Gas to or on behalf of Customer pursuant to all or any transactions;
- (c) set off any amount owing by EAST CHEYENNE to Customer pursuant to any transaction(s) against amounts otherwise owing by Customer to EAST CHEYENNE pursuant to any other transaction(s);
- (d) suspend performance until Customer corrects the default in full;
- (e) terminate the Customer's Storage Service Agreement, provided that EAST CHEYENNE shall provide not less than thirty (30) days notice of such termination to the Customer and to FERC; and
- (f) assert any liens or other interests, consistent with applicable law, against any Gas Customer may have remaining on EAST CHEYENNE's system.

27.3 Customer shall not be obligated to pay EAST CHEYENNE reservation charges for any suspended services during any period of suspension pursuant to Section 27.2.

## 28. POLICY WITH RESPECT TO FEES AND CONSTRUCTION OF NEW FACILITIES

28.1 Except as provided in Section 28.2 herein, Customer shall reimburse EAST CHEYENNE (a) for the costs of any facilities installed by EAST CHEYENNE with Customer's consent to receive, measure, store or deliver Gas for Customer's account and (b) for any and all filings and approval fees required in connection with Customer's Storage Service Agreement that EAST CHEYENNE is obligated to pay to the Commission or any other governmental authority having jurisdiction. Any reimbursement due EAST CHEYENNE by Customer pursuant to this Section 28.1 shall be due and payable to EAST CHEYENNE within ten (10) days of receipt by Customer of EAST CHEYENNE's invoice(s) for same; provided, however, that subject to EAST CHEYENNE's consent, such reimbursement, plus carrying charges thereon, may be amortized over a mutually agreeable period not to extend beyond the primary contract term of the Storage Service Agreement between EAST CHEYENNE and Customer. Carrying charges shall be computed utilizing interest factors acceptable to both EAST CHEYENNE and Customer.

28.2 EAST CHEYENNE may waive from time to time, at its discretion, all or a portion of the facility cost reimbursement requirement set forth in Section 28.1 for Rate Schedules FSS, NNSS, FPS, FLS and FHBS if Customer provides EAST CHEYENNE adequate assurances to make construction of the facilities economical to EAST CHEYENNE. All requests for waiver shall be handled by EAST CHEYENNE in a manner which is not unduly discriminatory. For purposes of determining whether a project is economical, EAST CHEYENNE will evaluate projects on the basis of various economic criteria, which will include the estimated cost of the facilities, operating and maintenance as well as administrative and general expenses attributable to the facilities, the revenues EAST CHEYENNE estimates will be generated as a result of such construction, and the availability of capital funds on terms and conditions acceptable to EAST CHEYENNE. In estimating the revenues to be generated, EAST CHEYENNE will evaluate the existence of capacity limitations downstream of the facilities, the marketability of the capacity, the Interruptible versus the firm nature of the service, and other similar factors which impact whether the available capacity will actually be utilized.

29. OFF-SYSTEM CAPACITY

EAST CHEYENNE may, from time to time, acquire transportation and/or storage capacity on a third-party pipeline system. EAST CHEYENNE will only provide transportation and storage services for others using such capacity pursuant to its open access FERC Gas Tariff subject to its rates approved by the Federal Energy Regulatory Commission, and the “shipper must hold title” policy is waived to permit such use.

Any off-system capacity acquired by EAST CHEYENNE for the benefit of a Customer which is not used by such Customer shall be offered to EAST CHEYENNE’s other Customers pursuant to EAST CHEYENNE’s FERC Gas Tariff and subject to the rates set forth in each Customer’s Storage Service Agreement plus any applicable third-party commodity and/or fuel charges. EAST CHEYENNE will indicate, in its posting of any off-system capacity available for service, whether any third-party charges will apply to the use of such off-system capacity. The posted commodity and/or fuel charges for off-system points shall be applicable to all Customers utilizing off-system points and shall be in addition to the charges for use of on-system points set forth in a Customer’s Storage Service Agreement, unless EAST CHEYENNE and Customer agree upon specific charges for receipts from and/or deliveries to off-system points and such specific charges are stated in a Customer’s Storage Service Agreement.

### 30. CREDITWORTHINESS - FINANCIAL ASSURANCES

30.1 “Acceptable Credit Rating” means a Credit Rating for which Customer’s Unsecured Collateral Limit is greater than Customer’s Credit Exposure.

30.2 “Credit Rating” means the rating given to Customer’s unsecured long term debt by Standard and Poor’s Corporation (“S&P”) or Moody’s Investor Services, Inc. (“Moody’s”). If both S&P and Moody’s have issued a Credit Rating to Customer, the lower rating shall apply for purposes of this FERC Gas Tariff.

30.3 “Credit Exposure” means an amount equal to: (1) in the case of Firm Storage Services to be provided by EAST CHEYENNE using existing facilities, reservation charges payable at the rate specified in Customer’s bid for service or Storage Service Agreement for a period of three (3) Months or the duration of the Customer’s bid or Storage Service Agreement, whichever is shorter; (2) in the case of Interruptible services to be provided by EAST CHEYENNE using existing facilities, the Interruptible charge(s) calculated on a one hundred percent (100%) load factor basis payable for a period of three (3) Months or the duration of the Customer’s Storage Service Agreement, whichever is shorter; or (3) for service that requires EAST CHEYENNE to construct new facilities, an amount determined by EAST CHEYENNE prior to the start of construction that is reasonable in light of the risks of the construction project, not to exceed Customer’s proportional share of the cost of the facilities to be constructed (which amount shall be reduced as Customer pays off the obligation for construction of new facilities); plus, for each of (1), (2) and (3), the Market Value of Loaned Gas.

30.4 “Market Value of Loaned Gas” means the Customer’s Loan Balance for service under Rate Schedules FLS, EILS and ILS, if any, multiplied by the sum of the NYMEX Henry Hub Swap and the NYMEX CIG Mainline Basis Swap, as posted on the [www.nymex.com](http://www.nymex.com) web site, for the period under which the loaned Gas is scheduled to be returned pursuant to the Customer’s Storage Service Agreement(s), plus any transportation charges and physical gas index charges applicable to return Gas to the EAST CHEYENNE interconnect with Transporter. EAST CHEYENNE shall calculate Customer’s Market Value of Loaned Gas on a daily basis.

30.5 “Unsecured Collateral Limit” means the maximum amount of credit EAST CHEYENNE will extend to a Customer, without Customer providing Financial Assurances pursuant to this Section 30, based upon the Customer’s Credit Rating, as provided in the table below:

S&P AAA Moody’s Aaa	\$25,000,000
S&P AA+ to AA- Moody’s Aa1 to Aa3	\$15,000,000
S&P A+ to A- Moody’s A1 to A3	\$5,000,000
S&P BBB+ to BBB- Moody’s Baa1 to Baa3	\$1,000,000
S&P BB+ and lower Moody’s Ba1 and lower	\$0



30.6 “Material Adverse Change” means the failure of Customer at any time to satisfy the requirements pertaining to creditworthiness set forth in Section 3.3, to maintain an Acceptable Credit Rating or to maintain or reinstate one of the forms of Financial Assurances specified in Section 30.10.

30.7 “Financial Assurances” means one or more of the forms of security set forth in Sections 30.10(a), 30.10(b), 30.10(c) and 30.10(d), in accordance with and in an amount as set forth in Section 30.10.

30.8 If Customer suffers a Material Adverse Change, Customer shall provide EAST CHEYENNE with one or more of the forms of Financial Assurances as set forth in this Section 30. Customer shall provide such Financial Assurances within five (5) Business Days of written notice from EAST CHEYENNE in an amount equal to one month of firm service reservation charges, one month of Interruptible service charges calculated on a one hundred percent load factor basis and/or the market value of Customer’s loaned Gas, each determined in the manner described in Section 30.10 below, as applicable. Customer shall fully comply with the Financial Assurances provisions of Section 30.10 of these General Terms and Conditions within 30 days of written notice from EAST CHEYENNE.

30.9 If prior to initiation of service Customer does not have an Acceptable Credit Rating, then, as a condition of EAST CHEYENNE initiating service, Customer shall provide EAST CHEYENNE with one or more of the forms of Financial Assurances provided in this Section 30.

30.10 A Customer or prospective Customer that (i) does not have, or at any time fails to maintain, an Acceptable Credit Rating, (ii) is deemed not creditworthy pursuant to Section 3.3 of these General Terms and Conditions, or (iii) is or has become insolvent, as defined in Section 3.3(i) of these General Terms and Conditions, shall provide to EAST CHEYENNE, to secure its obligation to EAST CHEYENNE pursuant to each of Customer’s or prospective Customer’s Storage Service Agreements, one or more of the following forms of Financial Assurances:

- (a) An irrevocable Letter of Credit, subject to the following:
  - (1) each Letter of Credit shall be in effect for the lesser of one (1) year or for the Term of the transaction plus 120 days. If the Term of the transaction plus 120 days is greater than one (1) year, Customer or prospective Customer shall ensure that its obligation to EAST CHEYENNE is secured continuously, and accordingly shall provide EAST CHEYENNE with a replacement Letter of Credit no later than 120 days prior to the expiration of the then-effective Letter of Credit. EAST CHEYENNE will return the expiring Letter of Credit to Customer within five (5) days of the date the Replacement Letter of Credit becomes effective;
  - (2) each Letter of Credit shall be in form and substance satisfactory to EAST CHEYENNE, and shall provide for partial drawdowns and, without limiting the generality of the foregoing, shall be issued by a financial institution acceptable to EAST CHEYENNE that is rated at least BBB- by Standard and Poor’s Corporation and Baa3 by Moody’s Investor Services, Inc.; and

- (3) in addition to all other remedies available to EAST CHEYENNE at law or in equity, if Customer fails to provide a replacement Letter of Credit in accordance with this Section 30.10(a), EAST CHEYENNE may draw upon the expiring Letter of Credit to the full amount thereof and apply the funds so drawn in payment in whole or in part of the obligations of Customer under each or any of Customer's Storage Service Agreements.
- (b) Customer or prospective Customer shall provide to EAST CHEYENNE, to secure its obligation to EAST CHEYENNE pursuant to each of Customer's or prospective Customer's Storage Service Agreements, a Guaranty granted to EAST CHEYENNE by Customer's or prospective Customer's direct or indirect parent (the "Guarantor"), provided that the amount of such Guaranty shall not exceed the Unsecured Collateral Limit for such parent determined using the above criteria and parent's Credit Rating. The Guaranty shall be in a form acceptable to EAST CHEYENNE and the provisions of this Section shall apply to the Guarantor as if the Guarantor were the Customer or prospective Customer;
- (c) If Customer or prospective Customer has requested, EAST CHEYENNE may accept other security or assurances of creditworthiness, which in EAST CHEYENNE's judgment is adequate to secure Customer's or prospective Customer's obligation to EAST CHEYENNE pursuant to each of Customer's or prospective Customer's Storage Service Agreements. EAST CHEYENNE shall apply this provision in a manner that is not unduly discriminatory;
- (d) Customer or prospective Customer shall prepay for service in an amount as set forth immediately below, provided that such prepayments shall be considered collateral held for security and not advance payments for services and that Customer or prospective Customer may deposit its prepayment funds into an interest-bearing escrow account established by Customer or prospective Customer granting EAST CHEYENNE access to the account for payment of services under Customer's or prospective Customer's Storage Service Agreement(s).

The dollar value of the Financial Assurances set forth above in this Section 30.10 to be provided by Customer or prospective Customer shall be in an amount equal to Customer's or prospective Customer's Credit Exposure minus Customer's or prospective Customer's Unsecured Collateral Limit. EAST CHEYENNE shall re-compute the dollar value of Financial Assurances Customer or prospective Customer is required to provide on a daily basis. EAST CHEYENNE shall notify Customer or prospective Customer when such re-computation indicates that additional credit support is required to comply with the requirements of this Section based on a 10% increase in the daily computation of the amount of Financial Assurances over the Financial Assurances previously provided by Customer or prospective Customer. Customer or prospective Customer shall have two (2) Business Days to comply with a notification by EAST CHEYENNE of insufficient credit support.

30.11 Customer's obligation to maintain an Acceptable Credit Rating or to provide Financial Assurances shall continue for so long as the Parties are bound by the Storage Service Agreements and all transactions entered into thereunder. This obligation shall terminate when Customer has performed or

satisfied all of its obligations under the Storage Service Agreements and, upon such termination, EAST CHEYENNE shall return to Customer, if applicable:

- (a) the Letter of Credit and funds held by EAST CHEYENNE as security pursuant to Section 30.10(a) then in its possession but only to the extent it has not then applied such funds pursuant to this FERC Gas Tariff to the debts, expenses, costs, assessments and liabilities payable by Customer to EAST CHEYENNE pursuant to the provisions of the Storage Service Agreement(s);
- (b) the Guaranty held by EAST CHEYENNE pursuant to Section 30.10(b);
- (c) any security accepted by EAST CHEYENNE pursuant to Section 30.10(c); or
- (d) any amount prepaid by Customer pursuant to Section 30.10(d) not required to pay charges for service rendered under the Storage Service Agreements.

### 31. DISPOSITION OF RETAINED QUANTITIES

In the event that EAST CHEYENNE holds an auction for Gas quantities retained pursuant to Section 9 of Rate Schedule FSS, Section 9 of Rate Schedule FPS, Section 9 of Rate Schedule FHBS, Sections 2 or 8 of Rate Schedule EISS, Sections 2 or 8 of Rate Schedule ISS, Sections 2 or 8 of Rate Schedule IHBS, or Sections 2 or 8 of Rate Schedule IPS, EAST CHEYENNE shall post such quantities on the Internet Web Site as soon as reasonably practicable. EAST CHEYENNE shall accept bids only during the time period from 7:00 a.m. until 11:00 a.m. CCT on the second Business Day following such posting. EAST CHEYENNE shall award purchase of the Gas to the Customer submitting the highest bid, and shall notify the Customer submitting the highest bid prior to 4:00 p.m. CCT of the same Day on which EAST CHEYENNE accepts the bids; provided, however, EAST CHEYENNE reserves the right to reject all bids. When the Gas is purchased at auction, Customer must provide identification of the existing Storage Service Agreement with EAST CHEYENNE under which Customer shall store the Gas in EAST CHEYENNE's Facility.

EAST CHEYENNE shall credit the net proceeds received from such auction to all Customers whose Gas was not so purchased or retained ("Qualifying Customer") based on the ratio of the total charges paid by each Qualifying Customer for service to the total amount of such charges paid by all Qualifying Customers during the Month in which the auction of the Gas occurred. For the purposes of this Section, the term "net proceeds" shall mean the total proceeds received from the auction less any costs EAST CHEYENNE incurred as a result of conducting the auction or the purchase or retention of Customer's Gas.

Such credits shall be calculated for each Month of the twelve (12) Month period ending July 31 of each year and will be included on the Qualifying Customers' invoices for the Month following the date of the final Commission order approving EAST CHEYENNE's penalty disbursement report; provided, however, that EAST CHEYENNE will calculate and include such credits on Qualifying Customers' invoices for a period shorter than twelve (12) Months in the event and to the extent that the total accumulated amount pursuant to this Section 31 by EAST CHEYENNE as of the end of any Month exceeds \$1,000,000. EAST CHEYENNE will file a penalty disbursement report within sixty (60) days of July 31 or sixty (60) days after the end of the Month in which the revenue collected exceeds \$1,000,000. Any revenues credited to Qualifying Customers pursuant to this Section shall include interest calculated in accordance with Section 154.501(d) of the Commission's regulations.

32. TRANSACTION CONFIRMATION PROCEDURE

32.1 EAST CHEYENNE and a Customer may use the Transaction Confirmation procedure set forth in this Section 32 to confirm their agreement(s) regarding storage and hub services to be provided by EAST CHEYENNE. Should EAST CHEYENNE and Customer come to an agreement regarding a storage or hub service transaction, EAST CHEYENNE shall, and the Customer may, record that agreement on a Transaction Confirmation, which shall include all of the information required under the applicable form of Service Agreement set forth in this Tariff, and communicate such Transaction Confirmation by facsimile, e-mail or other mutually agreeable electronic means, to the other Party by the close of the Business Day following the date of agreement. EAST CHEYENNE and Customer acknowledge that their agreement will not be binding until the exchange of non-conflicting Transaction Confirmations or the passage of the Confirm Deadline without objection from the receiving Party, as provided in Section 32.2.

32.2 If a sending Party's Transaction Confirmation is materially different from the receiving Party's understanding of the agreement referred to in Section 32.1, such receiving Party shall notify the sending Party via facsimile, e-mail or other mutually agreeable electronic means by the Confirm Deadline, unless such receiving Party has previously sent a Transaction Confirmation to the sending Party. The failure of the receiving Party to so notify the sending Party in writing by the Confirm Deadline constitutes the receiving Party's agreement to the terms of the transaction described in the sending Party's Transaction Confirmation. If there are any material differences between timely sent Transaction Confirmations governing the same transaction, then neither Transaction Confirmation shall be binding until or unless such differences are resolved including the use of any evidence that clearly resolves the differences in the Transaction Confirmations.

32.3 For purposes of this Section 32, "Confirm Deadline" shall mean 5:00 p.m. in the receiving Party's time zone on the second Business Day following the Day a Transaction Confirmation is received; provided, if the Transaction Confirmation is time stamped after 5:00 p.m. in the receiving Party's time zone, it shall be deemed received at the opening of the next Business Day.

33. FORM OF SERVICE REQUEST

EAST CHEYENNE GAS STORAGE, LLC  
SERVICE REQUEST

EAST CHEYENNE GAS STORAGE, LLC  
Commercial Operations  
370 Van Gordon Street  
Lakewood, CO 80228  
Facsimile: 303-763-3515  
E-mail: ECGS@tallgrassenergyllp.com

INFORMATION REQUIRED FOR VALID STORAGE REQUEST

NOTE: Any change in the facts set forth below, whether before or after service begins, must be promptly communicated to EAST CHEYENNE in writing.

33.1 Prospective Customer’s name and address: (Note: the Customer is the Party that has all lawful right and title to the Gas to be stored and that proposes to execute the Storage Service Agreement with EAST CHEYENNE).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_ Telephone: (    ) \_\_\_\_\_

33.2 This request is for: (check one)

- \_\_\_\_\_ Firm storage service under Rate Schedule FSS
- \_\_\_\_\_ No-notice storage service under Rate Schedule NNSS
- \_\_\_\_\_ Firm parking service under Rate Schedule FPS
- \_\_\_\_\_ Firm loan service under Rate Schedule FLS
- \_\_\_\_\_ Firm hourly balancing service under Rate Schedule FHBS
- \_\_\_\_\_ Enhanced interruptible storage service under Rate Schedule EISS
- \_\_\_\_\_ Enhanced interruptible loan service under Rate Schedule EILS
- \_\_\_\_\_ Enhanced interruptible wheeling service under Rate Schedule IWS
- \_\_\_\_\_ Interruptible storage service under Rate Schedule ISS

\_\_\_\_\_ Interruptible hourly balancing service under Rate Schedule IHBS

\_\_\_\_\_ Interruptible parking service under Rate Schedule IPS

\_\_\_\_\_ Interruptible loan service under Rate Schedule ILS

\_\_\_\_\_ Interruptible wheeling service under Rate Schedule IWS

33.3 Requested Firm Storage Services:

(a) Request Quantities

Maximum Storage Quantity (MSQ) (FSS and FHBS only) \_\_\_\_\_  
 No-Notice Maximum Daily Quantity (NNSS only) \_\_\_\_\_  
 Maximum Park Quantity (FPS only) \_\_\_\_\_  
 Maximum Loan Quantity (FLS only) \_\_\_\_\_  
 Maximum Daily Injection Quantity (MDIQ)\* \_\_\_\_\_  
 Maximum Daily Withdrawal Quantity (MDWQ)\* \_\_\_\_\_  
 Maximum Hourly FHBS Quantity (FHBS only) \_\_\_\_\_  
 Storage Overrun Quantity\* \_\_\_\_\_

Transporter Name: \_\_\_\_\_

(b) Rate prospective Customer proposes to pay for storage service under Rate Schedules FSS, NNSS, FPS, FLS or FHBS:

Storage Reservation Charge (FSS and FHBS only) \_\_\_\_\_  
 No-Notice Reservation Charge (NNSS only) \_\_\_\_\_  
 Parking Reservation Charge (FPS only) \_\_\_\_\_  
 Loan Reservation Charge (FLS only) \_\_\_\_\_  
 Firm Hourly Balancing Reservation Charge (FHBS only) \_\_\_\_\_  
 Authorized Overrun Charge\* \_\_\_\_\_  
 Excess Injection Charge\* \_\_\_\_\_  
 Excess Withdrawal Charge\* \_\_\_\_\_  
 Injection Charge\* \_\_\_\_\_  
 Withdrawal Charge\* \_\_\_\_\_  
 Injection Fuel Reimbursement\* \_\_\_\_\_ (in-kind %)  
 Withdrawal Fuel Reimbursement\* \_\_\_\_\_ (in-kind %)

Title Transfer Charge\* \_\_\_\_\_

\* Not applicable to Rate Schedule NNSS

(c) Term of Service:

Commencement Date:

\_\_\_\_\_

Termination Date:

\_\_\_\_\_

33.4 Requested Interruptible Storage Services under Rate Schedule ISS or IHBS:

(a) Request Quantities

Maximum Storage Quantity (MSQ) \_\_\_\_\_

Maximum Daily Injection Quantity (MDIQ) \_\_\_\_\_

Maximum Daily Withdrawal Quantity (MDWQ) \_\_\_\_\_

Maximum Hourly Balancing Quantity (IHBS only) \_\_\_\_\_

Transporter Name: \_\_\_\_\_

(b) Rate prospective Customer proposes to pay for storage service under Rate Schedule ISS or IHBS:

Hourly Balancing Charge (IHBS only): \_\_\_\_\_

Storage Inventory Charge: \_\_\_\_\_

Injection Charge: \_\_\_\_\_

Withdrawal Charge: \_\_\_\_\_

Injection Fuel Reimbursement: \_\_\_\_\_ (in-kind %)

Withdrawal Fuel Reimbursement \_\_\_\_\_ (in-kind %)

Title Transfer Charge: \_\_\_\_\_

(c) Term of Service:

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

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

33.5 Requested Interruptible Hub Services:

(a) Requested Quantities (as applicable)



Maximum Storage Quantity \_\_\_\_\_  
 Maximum Park Quantity \_\_\_\_\_  
 Maximum Loan Quantity \_\_\_\_\_  
 Maximum Daily Injection Quantity (MDIQ) \_\_\_\_\_  
 Maximum Daily Withdrawal Quantity (MDWQ) \_\_\_\_\_  
 Maximum Daily Wheeling Quantity (MDTQ) \_\_\_\_\_

Point of Receipt \_\_\_\_\_  
 Point of Delivery \_\_\_\_\_

(b) Rate Customer proposes to pay for Interruptible services under Rate Schedules EISS, EILS, EIWS, IPS, ILS, or IWS:

Enhanced Interruptible Storage Charge (EISS only) \_\_\_\_\_ \$/Dth-mo  
 Enhanced Interruptible Loan Charge (EILS only) \_\_\_\_\_ \$/Dth-mo  
 Enhanced Interruptible Wheeling Charge (EIWS only) \_\_\_\_\_ \$/Dth-mo  
 Interruptible Parking Charge (IPS only) \_\_\_\_\_ \$/Dth  
 Interruptible Loan Charge (ILS only) \_\_\_\_\_ \$/Dth  
 Interruptible Wheeling Charge (EIWS and IWS) \_\_\_\_\_ \$/Dth  
 Interruptible Injection Charge (EISS, EILS, IPS and ILS) \_\_\_\_\_ \$/Dth  
 Interruptible Withdrawal Charge (EISS, EILS, IPS and ILS) \_\_\_\_\_ \$/Dth  
 Injection Fuel Reimbursement \_\_\_\_\_ (in-kind%)  
 Withdrawal Fuel Reimbursement \_\_\_\_\_ (in-kind%)  
 Title Transfer Charge \_\_\_\_\_

(c) Term of Service:  
 Commencement Date: \_\_\_\_\_  
 Termination Date: \_\_\_\_\_

For Interruptible wheeling services: Only one Point of Receipt and one Point of Delivery per request. Use a separate request for additional transportation service needs.

33.6 Is Customer affiliated with EAST CHEYENNE?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, type of affiliation and the percentage of ownership between EAST CHEYENNE and Customer:

\_\_\_\_\_

33.7

Customer is a(n):

(Check one)

\_\_\_\_\_ Local Distribution Company  
 \_\_\_\_\_ Intrastate Pipeline Company

\_\_\_\_\_ Interstate Pipeline Company  
 \_\_\_\_\_ Marketer/Broker Producer  
 \_\_\_\_\_ End User Other (please describe \_\_\_\_\_)

33.8 Customer's address for statements and invoices:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Attention: \_\_\_\_\_ Telephone: ( ) \_\_\_\_\_

e-mail: \_\_\_\_\_

For all other matters:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Attention: \_\_\_\_\_ Telephone: ( ) \_\_\_\_\_

e-mail: \_\_\_\_\_

33.9 Acceptance of a service request is contingent upon EAST CHEYENNE's completion of a satisfactory credit appraisal. Prospective Customer must provide evidence of creditworthiness as outlined in Section 3.3 of the General Terms and Conditions of EAST CHEYENNE's currently effective FERC Gas Tariff.

By submitting this request, prospective Customer certifies further that it will execute, if tendered by EAST CHEYENNE, a Storage Service Agreement for the level of service requested herein.

THIS SERVICE REQUEST IS HEREBY SUBMITTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

By \_\_\_\_\_

Title \_\_\_\_\_

Telephone number ( ) \_\_\_\_\_

e-mail: \_\_\_\_\_

Customer: \_\_\_\_\_ (Company Name)

34. NON-CONFORMING SERVICE AGREEMENTS

<u>Customer Name</u>	<u>Service Agreement No.</u>	<u>Service Agreement</u>	<u>Service Start Date</u>
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35. OPERATIONAL PURCHASES AND SALES OF GAS

35.1 East Cheyenne may, from time to time, purchase and/or sell Gas to the extent necessary to: (a) maintain cavern pressure; (b) balance fuel quantities under storage agreements; (c) manage storage imbalance quantities; (d) perform other operational functions in connection with the storage services provided by East Cheyenne pursuant to this FERC Gas Tariff; and (e) otherwise protect the operational integrity of East Cheyenne's Facility.

35.2 The point of any sale shall be at East Cheyenne's Delivery Point(s), at the points of interconnection with upstream pipelines prior to delivery into the upstream pipeline, or in the Facility. The point of any purchase shall be at East Cheyenne's Receipt Point(s), at the points of interconnection with upstream pipelines prior to receipt into East Cheyenne's system, or in the Facility. Operational sales or purchases shall be afforded a priority of service that is lower than firm, but higher than interruptible.

35.3 The availability of an operational purchase or sale will be posted on Transporter's Internet Web Site to the extent feasible at least twenty-four (24) hours prior to the actual transaction.

35.4 East Cheyenne will file an annual report on or before May 1 of each year reflecting the operational purchases and sales for the twelve month period ending the preceding December 31, include the following information: (1) the source of the operational gas purchased or sold; (2) the date of such purchase or sale; (3) the volume purchased or sold; (4) the purchase or sale price; (5) the costs and revenues from such purchase or sale; (6) the disposition of the associated costs and revenues; and (7) an explanation of the purpose of any operational transaction.

36. MUNICIPAL UTILITIES

If a Customer is a municipally owned utility (local government-owned entity engaged in the provision of utility service to its constituents), then the following shall apply to any service agreement between such Customer and EAST CHEYENNE: (i) EAST CHEYENNE will not collect a municipally owned utility's unpaid invoices from the other financial resources of the governing municipality; (ii) EAST CHEYENNE shall condition the effectiveness of multi-year obligations on appropriations, provided Customer agrees to request sufficient monies in the governing municipality's appropriations process to meet its expected obligations under any service agreement with EAST CHEYENNE; (iii) EAST CHEYENNE will not require such municipally owned utility to remit taxes for which the law governing the relevant municipality exempts the municipally owned utility from such taxes; and (iv) the laws of the state in which the municipality is located shall apply to the interpretation and performance of the service agreement. Upon receipt of a statement from a Customer warranting that it is a municipally owned utility, EAST CHEYENNE agrees to include a provision in such Customer's service agreement detailing the applicable requirements set forth herein.

## Forms of Service Agreements

### Index

#### Description/Title

1. Firm Storage Service Agreement (For Use Under Rate Schedule FSS)
2. No-Notice Storage Service Agreement (For Use Under Rate Schedule NNSS)
3. Firm Parking Service Agreement (For Use Under Rate Schedule FPS)
4. Firm Loan Service Agreement (For Use Under Rate Schedule FLS)
5. Firm Hourly Balancing Service Agreement (For Use Under Rate Schedule FHBS)
6. Interruptible Storage Service Agreement (For Use Under Rate Schedule ISS)
7. Interruptible Hourly Balancing Service Agreement (For Use Under Rate Schedule IHBS)
8. Hub Services Agreement (For Use Under Rate Schedules EISS, EILS, EIWS, IPS, ILS, And IWS)
9. Capacity Release Umbrella Agreement
10. Form of Consent and Agreement

**FIRM STORAGE SERVICE AGREEMENT**

**(For Use Under Rate Schedule FSS)**

Service Agreement No. \_\_\_\_\_

This Agreement is made as of the \_\_\_\_ day of, \_\_\_\_, by and between EAST CHEYENNE GAS STORAGE, LLC, a Delaware limited liability company herein called "EAST CHEYENNE," and, \_\_\_\_\_ an, \_\_\_\_\_ herein called "Customer," (each of EAST CHEYENNE and Customer, a "Party," and collectively, the "Parties"), pursuant to the following recitals and representations:

WHEREAS, EAST CHEYENNE owns and operates an underground natural gas storage facility known as the East Cheyenne Facility, and is authorized to provide natural gas storage and related services in interstate commerce by way of the East Cheyenne gas storage facility; and

WHEREAS, Customer has requested that EAST CHEYENNE provide certain firm natural gas storage services for Customer; and

WHEREAS, EAST CHEYENNE has agreed to provide such firm storage services for Customer subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, EAST CHEYENNE and Customer agree as follows:

**ARTICLE I - SCOPE OF AGREEMENT**

Following the commencement of service hereunder, in accordance with the terms of EAST CHEYENNE's Rate Schedule FSS, and of this Agreement, EAST CHEYENNE shall on any Day receive for injection into storage in the East Cheyenne gas storage facility for Customer's account a quantity of Gas up to Customer's Maximum Daily Injection Quantity as set forth on Exhibit A hereto (subject to the injection ratchets set forth in Exhibit A), shall store in the aggregate quantities of Gas so injected up to a Maximum Storage Quantity as set forth on Exhibit A hereto (on a cumulative basis), and on demand on any Day shall withdraw from Customer's Storage Inventory and deliver to Customer a quantity of Gas up to Customer's Maximum Daily Withdrawal Quantity as set forth on Exhibit A hereto (subject to the withdrawal ratchets set forth in Exhibit A).

[In the event that a precedent agreement for a new or an expansion project contains credit provisions applicable to Customer's capacity related to such project, the following language shall be included in Customer's Service Agreement: "The credit requirements applicable to this Service Agreement are set forth in that certain Precedent Agreement dated \_\_\_\_\_ between EAST CHEYENNE and Customer related to this Service Agreement."]

**ARTICLE II – POINTS OF RECEIPT AND DELIVERY**

The point(s) at which the Gas is to be tendered by Customer to EAST CHEYENNE under this Agreement shall be the point(s) designated on Exhibit A hereto as Customer's Point(s) of Receipt.

The point(s) at which the Gas is to be tendered by EAST CHEYENNE to Customer under this Agreement shall be the point(s) designated on Exhibit A hereto as Customer's Point(s) of Delivery.



#### ARTICLE III - PRICE

3.1 Customer agrees to pay EAST CHEYENNE the charges set forth on Exhibit A hereto for all Gas storage service furnished to Customer hereunder.

3.2 Customer further agrees to pay EAST CHEYENNE all other applicable fees and charges as set forth in the General Terms and Conditions and in Rate Schedule FSS.

3.3 Customer shall reimburse EAST CHEYENNE for all applicable taxes as may be assessed against EAST CHEYENNE for the receipt, injection, storage, withdrawal and/or delivery of Customer's Gas. In addition, Customer shall reimburse EAST CHEYENNE for Customer's pro rata portion, calculated using the same methodology as that used to assess the tax, of all ad valorem taxes, property taxes and/or other similar taxes on Customer's Gas in storage assessed against and paid by EAST CHEYENNE.

#### ARTICLE IV - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

This Agreement shall be subject to the terms and conditions specified in EAST CHEYENNE's Rate Schedule FSS and the provisions of EAST CHEYENNE's FERC Gas Tariff, as filed with the Federal Energy Regulatory Commission, together with the General Terms and Conditions applicable thereto (including any changes in said Rate Schedule, Tariff or General Terms and Conditions as may from time to time be filed and made effective by EAST CHEYENNE).

Customer agrees that EAST CHEYENNE shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the terms and conditions of this Service Agreement, pursuant to which service hereunder is rendered, (b) the terms of EAST CHEYENNE's Rate Schedule FSS, or (c) any provision of the General Terms and Conditions applicable to this Service Agreement. EAST CHEYENNE agrees that Customer may protest or contest the aforementioned filings, and Customer does not waive any rights it may have with respect to such filings.

#### ARTICLE V - TERM OF AGREEMENT

This Agreement shall be effective as of \_\_\_\_\_, \_\_\_\_ [this blank may include a date certain, a date either earlier or later than a specified date certain based on the completion of construction of facilities necessary to provide service under the Agreement, a date set forth in or established by a relevant order from the Federal Energy Regulatory Commission, or a commencement date as defined in a precedent agreement between Customer and EAST CHEYENNE] and shall remain in force and effect until \_\_\_\_\_, \_\_\_\_ [or, when applicable, "shall continue for a term of \_\_\_\_ years"] (the "Primary Term"); provided that this Agreement shall remain in effect until the expiration of any transaction(s) executed by the Parties pursuant to this Agreement. Pre-granted abandonment shall apply upon termination of this Agreement.

#### ARTICLE VI - NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and may be sent by facsimile transmission or mailed to the post office address of the Party intended to receive the same, as follows:

EAST CHEYENNE: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Attention: \_\_\_\_\_

CUSTOMER:

NOTICES: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Attention: \_\_\_\_\_

BILLING: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Attention: \_\_\_\_\_

or to such other address as either Party shall designate by formal written notice to the other. In all instances, the Parties shall use their best efforts to provide notice by facsimile prior to 5 p.m. Mountain Time. Notice received before 5 p.m. Mountain Time shall be deemed effective the day of receipt. Notice received after 5 p.m. Mountain Time shall be deemed effective the day following receipt.

ARTICLE VII - TRANSFER AND ASSIGNMENT OF ALL AGREEMENTS

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of EAST CHEYENNE or of Customer, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Otherwise, no assignment of this Agreement or any of the rights or obligations thereunder shall be made by Customer, except pursuant to the General Terms and Conditions of EAST CHEYENNE’s FERC Gas Tariff. It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either Party to the Agreement from pledging or mortgaging its rights thereunder as security for its indebtedness. Pursuant to Section 26 of the General Terms and Conditions of EAST CHEYENNE’s FERC Gas Tariff, from time to time EAST CHEYENNE may request that Customer execute a Consent and Agreement, on the form provided in EAST CHEYENNE’s FERC Gas Tariff, in favor of lenders providing financing in support of the East Cheyenne Gas Storage Project or any expansion thereof. Customer shall execute such Consent and Agreement within thirty (30) days of EAST CHEYENNE’s request.

ARTICLE VIII - LAW OF AGREEMENT

THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, OR SUCH OTHER STATE AS APPLICABLE CONSISTENT WITH SECTION 36 OF THE GENERAL TERMS AND CONDITIONS OF EAST CHEYENNE’S FERC GAS TARIFF, IN EITHER CASE WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

ARTICLE IX - LIMITATION OF REMEDIES, LIABILITY AND DAMAGES

Unless expressly herein provided, neither Party shall be liable to the other for indirect, special, consequential, incidental, punitive or exemplary damages. Notwithstanding the foregoing, nothing in this Article IX shall limit the liability of either Party to the other Party, if any, arising out of gross negligence, willful misconduct, or bad faith actions.

ARTICLE X - PRIOR AGREEMENTS CANCELLED

EAST CHEYENNE and Customer agree that this Agreement, as of the date hereof, shall supersede and cancel the following Agreement(s) between the Parties hereto:

Storage Service Agreement, dated \_\_\_\_\_, \_\_\_\_.

ARTICLE XI - WAREHOUSEMEN'S LIEN

11.1 CUSTOMER HEREBY ACKNOWLEDGES THAT EAST CHEYENNE SHALL BE ENTITLED TO, AND EAST CHEYENNE HEREBY CLAIMS, A LIEN ON ALL GAS RECEIVED BY EAST CHEYENNE FROM CUSTOMER, AND ALL PROCEEDS THEREOF, UPON SUCH RECEIPT BY EAST CHEYENNE, AS PROVIDED IN SECTION 7-209 OF THE TEXAS UNIFORM COMMERCIAL CODE WITH THE RIGHTS OF ENFORCEMENT AS PROVIDED THEREIN AND HEREIN. IN NO WAY LIMITING THE FOREGOING, CUSTOMER HEREBY ACKNOWLEDGES THAT EAST CHEYENNE SHALL BE ENTITLED TO, AND EAST CHEYENNE HEREBY CLAIMS, A LIEN FOR ALL CHARGES FOR STORAGE OR TRANSPORTATION (INCLUDING DEMURRAGE AND TERMINAL CHARGES), INSURANCE, LABOR, OR CHARGES PRESENT OR FUTURE IN RELATION TO THE RECEIVED GAS, AND FOR EXPENSES NECESSARY FOR PRESERVATION OF THE RECEIVED GAS OR REASONABLY INCURRED IN THE SALE THEREOF, PURSUANT TO LAW, AND THAT SUCH LIEN SHALL EXTEND TO LIKE CHARGES AND EXPENSES IN RELATION TO ALL SUCH RECEIVED GAS.

11.2 IF DEEMED NECESSARY BY A COURT OF LAW, PURSUANT TO SECTION 7-202 OF THE TEXAS UNIFORM COMMERCIAL CODE, CUSTOMER HEREBY AGREES THAT:

(i) THIS AGREEMENT, WITH ALL SCHEDULES AND EXHIBITS HERETO, AND ALL OF THE MONTHLY STATEMENTS RENDERED BY EAST CHEYENNE TO CUSTOMER PURSUANT TO THE GENERAL TERMS AND CONDITIONS CONTAINED IN EAST CHEYENNE'S TARIFF, SHALL BE DEEMED A "WAREHOUSE RECEIPT" FOR ALL PURPOSES WITH RESPECT TO ARTICLE 7 OF THE TEXAS UNIFORM COMMERCIAL CODE, REGARDLESS OF WHEN THE GAS STORED PURSUANT TO THE CONTRACT IS RECEIVED;

(ii) THE LOCATION OF THE WAREHOUSE, TO WHOM THE GAS WILL BE DELIVERED, RATE OF STORAGE AND HANDLING CHARGES, AND DESCRIPTION OF THE GOODS ARE AS SET FORTH, RESPECTIVELY, IN THE PREAMBLE OF THIS AGREEMENT, EXHIBIT A OF THIS AGREEMENT, THE MONTHLY INVOICE (AS DESCRIBED IN SECTION 13.1 OF THE GENERAL TERMS AND CONDITIONS) AND SECTION 2 (DEFINITION OF "GAS") OF THE GENERAL TERMS AND CONDITIONS;

(iii) THE ISSUE DATE OF THE WAREHOUSE RECEIPT WITH RESPECT TO EACH RECEIPT OF GAS SHALL BE DEEMED TO BE THE DATE SUCH GAS WAS RECEIVED,

(iv) THE CONSECUTIVE NUMBER OF THE RECEIPT SHALL BE DEEMED BASED ON THE DATES OF RECEIPT WHEN LISTED IN CHRONOLOGICAL ORDER, BEGINNING WITH THE FIRST RECEIPT OF GAS UNDER THE TERMS OF THE CONTRACT, AND

(v) THE SIGNATURE OF EAST CHEYENNE ON THE CONTRACT SHALL BE DEEMED TO BE THE SIGNATURE OF THE WAREHOUSEMAN.

ARTICLE XII - MISCELLANEOUS

12.1. This Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings and representations, whether written or oral, respecting the subject matter hereof are superseded by this Agreement. No modification of the terms and provisions of this Agreement shall be made except by the execution by both Parties of a written agreement.

12.2. No waiver by a Party of any default(s) by the other Party in the performance of any provision, condition or requirement of this Agreement shall operate or be construed as a waiver of any future default(s), whether of a like or of a different character, nor in any manner release the defaulting Party from performance of any other provision, condition or requirement set forth herein.

12.3. If any provision of this Agreement is declared null and void or voidable by a court of competent jurisdiction, such declaration shall in no way affect the validity or effectiveness of the other provisions of this Agreement, which shall remain in full force and effect, and the Parties shall thereafter use their commercially reasonable efforts to agree upon an equitable adjustment of the provisions of this Agreement with a view to effecting its purpose.

12.4. No presumption shall operate in favor of or against any Party as a result of any responsibility or role that any Party may have had in the drafting of this Agreement.

12.5. This Agreement shall not create any rights in third parties, and no provisions hereof shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than EAST CHEYENNE or Customer.

12.6. This Agreement may be executed in counterparts, and all such executed counterparts shall form part of this Agreement. A signature delivered by facsimile shall be deemed to be an original signature for purposes of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in several counterparts by their authorized agents as of the date first written above.

Customer: EAST CHEYENNE:

Name of Authorized Representative: \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Exhibit A to the Firm Storage Service Agreement  
Between EAST CHEYENNE and

\_\_\_\_\_ (Customer) Dated \_\_\_\_\_

Service Agreement No. \_\_\_\_\_

Transaction Confirmation

Customer is a municipal utility to which Part 6, Section 36 of EAST CHEYENNE's FERC Gas Tariff

Yes \_\_\_\_\_ No \_\_\_\_\_

Maximum Storage Quantity ("MSQ") \_\_\_\_\_ Dth  
 Maximum Daily Injection Quantity ("MDIQ") \_\_\_\_\_ Dth/d  
 Maximum Daily Withdrawal Quantity ("MDWQ") \_\_\_\_\_ Dth/d  
 (see ratchet limitations below for MDIQ and MDWQ )  
 Storage Overrun Quantity \_\_\_\_\_ Dth

Primary Receipt Point \_\_\_\_\_\*  
 Maximum Daily Receipt Quantity ("MDRQ") \_\_\_\_\_ Dth/d\*

Primary Delivery Point \_\_\_\_\_\*  
 Maximum Daily Delivery Quantity ("MDDQ") \_\_\_\_\_ Dth/d\*

Service Start Date \_\_\_\_\_  
 Service End Date \_\_\_\_\_

Storage Reservation Charge \_\_\_\_\_ \$/Dth per month  
 Storage Injection Charge \_\_\_\_\_ \$/Dth  
 Storage Withdrawal Charge \_\_\_\_\_ \$/Dth  
 Authorized Overrun Charge \_\_\_\_\_ \$/Dth  
 Excess Injection Charge \_\_\_\_\_ \$/Dth  
 Excess Withdrawal Charge \_\_\_\_\_ \$/Dth  
 Title Transfer Charge \_\_\_\_\_ \$/Dth  
 Injection Fuel Reimbursement \_\_\_\_\_ (in-kind %)  
 Withdrawal Fuel Reimbursement \_\_\_\_\_ (in-kind %)

\* Add additional lines for multiple Receipt and/or Delivery Points. Any Receipt Point not listed above shall have an MDRQ of zero (0) and any Delivery Point not listed above shall have an MDDQ of zero. Customer shall have the right to use any Receipt Point for receipt quantities of Gas in excess of its MDRQ (subject to its MDIQ for all Receipt Points) and any Delivery Point for delivery of quantities of Gas in excess of its MDDQ (subject to its MDWQ for all Delivery Points) on a secondary basis.

The quantity of Gas Customer may inject and withdraw pursuant to the Firm Storage Service Agreement at any time shall be subject to the following ratchet provisions:

Injection Ratchets:

	<u>Level of MSQ</u>	<u>MDIQ (Dth/d)</u>
1.	No Injection Ratchets (0% - 100%)	[100% of MDIQ]
2.	0% - [A percentage anywhere between 30% to 50%]	[100% of MDIQ]
	Greater than [A percentage between 30% and 50%] - 100%	[60% of MDIQ]
3.	0% - 50%	[100% of MDIQ]
	Greater than 50% - 75%	[75% of MDIQ]
	Greater than 75% - 100%	[50% of MDIQ]
4.	0% - 49.999%	[100% of MDIQ]
	50% - 100%	[50% of MDIQ]

Withdrawal Ratchets:

	<u>Level of MSQ</u>	<u>MDWQ (Dth/d)</u>
1.	No Withdrawal Ratchets (100% - 0%)	[100% of MDWQ]
2.	100% - [A percentage anywhere between 40% to 60%]	[100% of MDWQ]
	Less than [A percentage anywhere between 40% to 60%] - 25%	[80% of MDWQ]
	Less than 25% - 0%	[48% of MDWQ]
3.	100% - 75%	[100% of MDWQ]
	Less than 75% - 50%	[50% of MDWQ]
	Less than 50% - 0 %	[30% of MDWQ]
4.	100% - 50%	[100% of MDWQ]
	49.999% - 0%	[66.666% of MDWQ]

This Exhibit A shall supersede and cancel the Exhibit A dated: \_\_\_\_\_.

**Customer:**

**EAST CHEYENNE:**

Name of Authorized Representative:

Name of Authorized Representative:

\_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Note: EAST CHEYENNE and Customer may enter into a transaction for storage or hub services pursuant to the Transaction Confirmation Procedure set forth at Section 32 of the General Terms and Conditions of EAST CHEYENNE's FERC Gas Tariff.



**NO-NOTICE STORAGE SERVICE AGREEMENT**

**(For Use Under Rate Schedule NNSS)**

Service Agreement No. \_\_\_\_\_

This Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between EAST CHEYENNE GAS STORAGE, LLC, a Delaware limited liability company herein called "EAST CHEYENNE," and \_\_\_\_\_, an \_\_\_\_\_, herein called "Customer," (each of EAST CHEYENNE and Customer, a "Party," and collectively, the "Parties"), pursuant to the following recitals and representations:

WHEREAS, EAST CHEYENNE owns and operates an underground natural gas storage facility known as the East Cheyenne Facility, and is authorized to provide natural gas storage and related services in interstate commerce by way of the East Cheyenne gas storage facility; and

WHEREAS, Customer has requested that EAST CHEYENNE provide certain firm no-notice natural gas storage services for Customer; and

WHEREAS, EAST CHEYENNE has agreed to provide such firm no-notice storage services for Customer subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, EAST CHEYENNE and Customer agree as follows:

**ARTICLE I - SCOPE OF AGREEMENT**

Following the commencement of service hereunder, in accordance with the terms of EAST CHEYENNE's Rate Schedule NNSS, and of this Agreement, EAST CHEYENNE shall on any Day allow Customer to deviate (plus or minus) by any amount up to Customer's No-Notice Maximum Daily Quantity as set forth on Exhibit A hereto, at points specified in Exhibit A, from its nominations under the Firm Storage Service Agreement between Customer and EAST CHEYENNE as designated on Exhibit A. Any such deviations shall be netted against Customer's FSS Storage Inventory, provided that customer's FSS Storage Inventory shall not be permitted to exceed Customer's FSS Maximum Storage Quantity or to fall below zero (0).

**ARTICLE II – POINTS OF RECEIPT AND DELIVERY**

The point(s) at which the Gas is to be tendered by Customer to EAST CHEYENNE under this Agreement shall be the point(s) designated on Exhibit A hereto as Customer's Point(s) of Receipt.

The point(s) at which the Gas is to be tendered by EAST CHEYENNE to Customer under this Agreement shall be the point(s) designated on Exhibit A hereto as Customer's Point(s) of Delivery.

**ARTICLE III - PRICE**

1. Customer agrees to pay EAST CHEYENNE the charges set forth on Exhibit A hereto for all Gas no-notice service furnished to Customer hereunder.

2. Customer further agrees to pay EAST CHEYENNE all other applicable fees and charges as set forth in the General Terms and Conditions and in Rate Schedule NNSS.

3. Customer shall reimburse EAST CHEYENNE for all applicable taxes as may be assessed against EAST CHEYENNE for the receipt, injection, storage, withdrawal and/or delivery of Customer’s Gas. In addition, Customer shall reimburse EAST CHEYENNE for Customer’s pro rata portion, calculated using the same methodology as that used to assess the tax, of all ad valorem taxes, property taxes and/or other similar taxes on Customer’s Gas in storage assessed against and paid by EAST CHEYENNE.

ARTICLE IV - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

This Agreement shall be subject to the terms and conditions specified in EAST CHEYENNE’s Rate Schedule NNSS and the provisions of EAST CHEYENNE’s FERC Gas Tariff, as filed with the Federal Energy Regulatory Commission, together with the General Terms and Conditions applicable thereto (including any changes in said Rate Schedule, Tariff or General Terms and Conditions as may from time to time be filed and made effective by EAST CHEYENNE).

Customer agrees that EAST CHEYENNE shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the terms and conditions of this Service Agreement, pursuant to which service hereunder is rendered, (b) the terms of EAST CHEYENNE’s Rate Schedule NNSS, or (c) any provisions of the General Terms and Conditions applicable to this Service Agreement. EAST CHEYENNE agrees that Customer may protest or contest the aforementioned filings, and Customer does not waive any rights it may have with respect to such filings.

ARTICLE V - TERM OF AGREEMENT

This Agreement shall be effective as of, \_\_\_\_\_, \_\_\_\_ [this blank may include a date certain, a date either earlier or later than a specified date certain based on the completion of construction of facilities necessary to provide service under the agreement, a date set forth in or established by a relevant order from the Federal Energy Regulatory Commission, or a commencement date as defined in a precedent agreement between Customer and EAST CHEYENNE] and shall remain in force and effect until, \_\_\_\_\_, \_\_\_\_ [or, when applicable, “shall continue for a term of \_\_\_\_ years”] (the “Primary Term”); provided that this Agreement shall remain in effect until the expiration of any transaction(s) executed by the Parties pursuant to this Agreement. Pre-granted abandonment shall apply upon termination of this Agreement.

ARTICLE VI - NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and may be sent by facsimile transmission or mailed to the post office address of the Party intended to receive the same, as follows:

EAST CHEYENNE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

CUSTOMER:

NOTICES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

BILLING:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

or to such other address as either Party shall designate by formal written notice to the other. In all instances, the Parties shall use their best efforts to provide notice by facsimile prior to 5 p.m. Mountain Time. Notice received before 5 p.m. Mountain Time shall be deemed effective the day of receipt. Notice received after 5 p.m. Mountain Time shall be deemed effective the day following receipt.

ARTICLE VII - TRANSFER AND ASSIGNMENT OF ALL AGREEMENTS

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of EAST CHEYENNE or of Customer, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Otherwise, no assignment of this Agreement or any of the rights or obligations thereunder shall be made by Customer, except pursuant to the General Terms and Conditions of EAST CHEYENNE’s FERC Gas Tariff. It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either Party to the Agreement from pledging or mortgaging its rights thereunder as security for its indebtedness. Pursuant to Section 26 of the General Terms and Conditions of EAST CHEYENNE’s FERC Gas Tariff, from time to time EAST CHEYENNE may request that Customer execute a Consent and Agreement, on the form provided in EAST CHEYENNE’s FERC Gas Tariff, in favor of lenders providing financing in support of the East Cheyenne Gas Storage Project or any expansion thereof. Customer shall execute such Consent and Agreement within thirty (30) days of EAST CHEYENNE’s request.

ARTICLE VIII - LAW OF AGREEMENT

THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, OR SUCH OTHER STATE AS APPLICABLE CONSISTENT WITH SECTION 36 OF THE GENERAL TERMS AND CONDITIONS OF EAST CHEYENNE’S FERC GAS TARIFF, IN EITHER CASE WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

ARTICLE IX - LIMITATION OF REMEDIES, LIABILITY AND DAMAGES

Unless expressly herein provided, neither Party shall be liable to the other for indirect, special, consequential, incidental, punitive or exemplary damages. Notwithstanding the foregoing, nothing in this Article IX shall limit the liability of either Party to the other Party, if any, arising out of gross negligence, willful misconduct, or bad faith actions.

ARTICLE X - PRIOR AGREEMENTS CANCELLED

EAST CHEYENNE and Customer agree that this Agreement, as of the date hereof, shall supersede and cancel the following Agreement(s) between the Parties hereto:

Storage Service Agreement, dated \_\_\_\_\_, \_\_\_\_.

ARTICLE XI - MISCELLANEOUS

10.1. This Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings and representations, whether written or oral, respecting the subject matter hereof are superseded by this Agreement. No modification of the terms and provisions of this Agreement shall be made except by the execution by both Parties of a written agreement.

10.2. No waiver by a Party of any default(s) by the other Party in the performance of any provision, condition or requirement of this Agreement shall operate or be construed as a waiver of any future default(s), whether of a like or of a different character, nor in any manner release the defaulting Party from performance of any other provision, condition or requirement set forth herein.

10.3. If any provision of this Agreement is declared null and void or voidable by a court of competent jurisdiction, such declaration shall in no way affect the validity or effectiveness of the other provisions of this Agreement, which shall remain in full force and effect, and the Parties shall thereafter use their commercially reasonable efforts to agree upon an equitable adjustment of the provisions of this Agreement with a view to effecting its purpose.

10.4. No presumption shall operate in favor of or against any Party as a result of any responsibility or role that any Party may have had in the drafting of this Agreement.

10.5. This Agreement shall not create any rights in third parties, and no provisions hereof shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than EAST CHEYENNE or Customer.

10.6. This Agreement may be executed in counterparts, and all such executed counterparts shall form part of this Agreement. A signature delivered by facsimile shall be deemed to be an original signature for purposes of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in several counterparts by their authorized agents as of the date first written above.

**Customer: EAST CHEYENNE:**

Name of Authorized Representative: \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Exhibit A to the NO-NOTICE STORAGE SERVICE AGREEMENT  
between EAST CHEYENNE and

\_\_\_\_\_ (Customer)  
dated \_\_\_\_\_

Transaction Confirmation

Customer is a municipal utility to which Part 6, Section 36 of EAST  
CHEYENNE's FERC Gas Tariff Yes \_\_\_\_\_ No \_\_\_\_\_

This No-Notice Storage Service Transaction shall permit deviations from quantities nominated  
under the following Rate Schedule FSS firm storage service agreement between EAST CHEYENNE  
and Customer:

Contract No. \_\_\_\_\_  
dated \_\_\_\_\_

No-Notice Maximum Daily Quantity \_\_\_\_\_ Dth

Primary Receipt Point (from Rate Schedule FSS) \_\_\_\_\_ \*  
Maximum Daily Receipt Quantity ("MDRQ") \_\_\_\_\_ Dth\*

Primary Delivery Point (from Rate Schedule FSS) \_\_\_\_\_ \*  
Maximum Daily Delivery Quantity ("MDDQ") \_\_\_\_\_ Dth \*

Service Start Date \_\_\_\_\_  
Service End Date \_\_\_\_\_

No-Notice Reservation Charge \_\_\_\_\_ \$/Dth per month

\* Add additional lines for multiple Receipt and/or Delivery Points. Any Receipt Point not listed above  
shall have an MDRQ of zero (0) and any Delivery Point not listed above shall have an MDDQ of zero.  
Customer shall have the right to use any Receipt Point for receipt quantities of Gas in excess of its  
MDRQ (subject to its MDIQ for all Receipt Points) and any Delivery Point for delivery of quantities of Gas  
in excess of its MDDQ (subject to its MDWQ for all Delivery Points) on a secondary basis.

This Exhibit A shall supersede and cancel the Exhibit A dated: \_\_\_\_\_.

**Customer: EAST CHEYENNE:**

Name of Authorized Representative: \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Note: EAST CHEYENNE and Customer may enter into a transaction for storage or hub services pursuant to the Transaction Confirmation Procedure set forth at Section 32 of the General Terms and Conditions of EAST CHEYENNE's FERC Gas Tariff.

**FIRM PARKING SERVICE AGREEMENT**

**(For Use Under Rate Schedule FPS)**

Service Agreement No. \_\_\_\_\_

This Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, by and between EAST CHEYENNE GAS STORAGE, LLC, a Delaware limited liability company herein called "EAST CHEYENNE," and \_\_\_\_\_ an \_\_\_\_\_, herein called "Customer," (each of EAST CHEYENNE and Customer, a "Party," and collectively, the "Parties"), pursuant to the following recitals and representations:

WHEREAS, EAST CHEYENNE owns and operates an underground natural gas storage facility known as the East Cheyenne Facility, and is authorized to provide natural gas storage and related services in interstate commerce by way of the East Cheyenne gas storage facility; and

WHEREAS, Customer has requested that EAST CHEYENNE provide certain firm parking natural gas storage services for Customer; and

WHEREAS, EAST CHEYENNE has agreed to provide such firm parking storage services for Customer subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, EAST CHEYENNE and Customer agree as follows:

**ARTICLE I - SCOPE OF AGREEMENT**

Following the commencement of service hereunder, in accordance with the terms of EAST CHEYENNE's Rate Schedule FPS, and of this Agreement, EAST CHEYENNE shall on any Day of the Injection Period receive for injection into storage for Customer's account a quantity of Gas up to Customer's Maximum Daily Injection Quantity as set forth on Exhibit A hereto, shall store quantities of Gas so injected in the East Cheyenne Gas Storage, LLC underground gas storage facility located in Colorado, up to a Maximum Park Quantity as set forth on Exhibit A (on a cumulative basis), and on demand on any Day during the Withdrawal Period shall allow Customer to withdraw from Customer's Storage Inventory and deliver to Customer a quantity of Gas up to Customer's Maximum Daily Withdrawal Quantity as set forth on Exhibit A. Injections shall occur pursuant to any transaction under this Agreement during the Injection Period as set forth on Exhibit A, such that Customer's Storage Inventory at the end of the Injection Period is equal to Customer's Maximum Park Quantity. Withdrawals shall occur pursuant to any transaction under this Agreement during the Withdrawal Period as set forth on Exhibit A, such that Customer's Storage Inventory shall equal zero (0) at the end of the Withdrawal Period. There shall be no injections or withdrawals under this Agreement from the end of the Injection Period until the beginning of the Withdrawal Period.

**ARTICLE II – POINTS OF RECEIPT AND DELIVERY**

The point(s) at which the Gas is to be tendered by Customer to EAST CHEYENNE under this Agreement shall be the point(s) designated on Exhibit A hereto as Customer's Point(s) of Receipt.

The point(s) at which the Gas is to be tendered by EAST CHEYENNE to Customer under this Agreement shall be the point(s) designated on Exhibit A hereto as Customer's Point(s) of Delivery.

#### ARTICLE III - PRICE

1. Customer agrees to pay EAST CHEYENNE the charges set forth on Exhibit A for all Gas storage service furnished to Customer hereunder.
2. Customer further agrees to pay EAST CHEYENNE all other applicable fees and charges as set forth in the General Terms and Conditions and in Rate Schedule FPS.
3. Customer shall reimburse EAST CHEYENNE for all applicable taxes as may be assessed against EAST CHEYENNE for the receipt, injection, storage, withdrawal and/or delivery of Customer's Gas. In addition, Customer shall reimburse EAST CHEYENNE for Customer's pro rata portion, calculated using the same methodology as that used to assess the tax, of all ad valorem taxes, property taxes and/or other similar taxes on Customer's Gas in storage assessed against and paid by EAST CHEYENNE.

#### ARTICLE IV - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

This Agreement shall be subject to the terms and conditions specified in EAST CHEYENNE's Rate Schedule FPS and the provisions of EAST CHEYENNE's FERC Gas Tariff, as filed with the Federal Energy Regulatory Commission, together with the General Terms and Conditions applicable thereto (including any changes in said Rate Schedule, Tariff or General Terms and Conditions as may from time to time be filed and made effective by EAST CHEYENNE).

Customer agrees that EAST CHEYENNE shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the terms and conditions of this Service Agreement, pursuant to which service hereunder is rendered, (b) the terms of EAST CHEYENNE's Rate Schedule FPS, or (c) any provision of the General Terms and Conditions applicable to this Service Agreement. EAST CHEYENNE agrees that Customer may protest or contest the aforementioned filings, and Customer does not waive any rights it may have with respect to such filings.

#### ARTICLE V - TERM OF AGREEMENT

This Agreement shall be effective as of \_\_\_\_\_, \_\_\_\_ [this blank may include a date certain, a date either earlier or later than a specified date certain based on the completion of construction of facilities necessary to provide service under the Agreement, a date set forth in or established by a relevant order from the Federal Energy Regulatory Commission, or a commencement date as defined in a precedent agreement between Customer and EAST CHEYENNE] and shall remain in force and effect until \_\_\_\_\_, \_\_\_\_ [or, when applicable, "shall continue for a term of \_\_\_\_ years"]; (the "Primary Term"); provided that this Agreement shall remain in effect until the expiration of any transaction(s) executed by the Parties pursuant to this Agreement. Pre-granted abandonment shall apply upon termination of this Agreement.

#### ARTICLE VI - NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and may be sent by facsimile transmission or mailed to the post office address of the Party intended to receive the same, as follows:



EAST CHEYENNE: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Attention: \_\_\_\_\_

CUSTOMER:

NOTICES: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Attention: \_\_\_\_\_

BILLING: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Attention: \_\_\_\_\_

or to such other address as either Party shall designate by formal written notice to the other. In all instances, the Parties shall use their best efforts to provide notice by facsimile prior to 5 p.m. Mountain Time. Notice received before 5 p.m. Mountain Time shall be deemed effective the day of receipt. Notice received after 5 p.m. Mountain Time shall be deemed effective the day following receipt.

ARTICLE VII - TRANSFER AND ASSIGNMENT OF ALL AGREEMENTS

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of EAST CHEYENNE or of Customer, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Otherwise, no assignment of this Agreement or any of the rights or obligations thereunder shall be made by Customer, except pursuant to the General Terms and Conditions of EAST CHEYENNE’s FERC Gas Tariff. It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either Party to the Agreement from pledging or mortgaging its rights thereunder as security for its indebtedness. Pursuant to Section 26 of the General Terms and Conditions of EAST CHEYENNE’s FERC Gas Tariff, from time to time EAST CHEYENNE may request that Customer execute a Consent and Agreement, on the form provided in EAST CHEYENNE’s FERC Gas Tariff, in favor of lenders providing financing in support of the East Cheyenne Gas Storage Project or any expansion thereof. Customer shall execute such Consent and Agreement within thirty (30) days of EAST CHEYENNE’s request.

ARTICLE VIII - LAW OF AGREEMENT

THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, OR SUCH OTHER STATE AS APPLICABLE CONSISTENT WITH SECTION 36 OF THE GENERAL TERMS AND CONDITIONS OF EAST CHEYENNE’S FERC GAS TARIFF, IN EITHER CASE WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

ARTICLE IX - LIMITATION OF REMEDIES, LIABILITY AND DAMAGES

Unless expressly herein provided, neither Party shall be liable to the other for indirect, special, consequential, incidental, punitive or exemplary damages. Notwithstanding the foregoing, nothing in this Article IX shall limit the liability of either Party to the other Party, if any, arising out of gross negligence, willful misconduct, or bad faith actions.

ARTICLE X - PRIOR AGREEMENTS CANCELLED

EAST CHEYENNE and Customer agree that this Agreement, as of the date hereof, shall supersede and cancel the following Agreement(s) between the Parties hereto:

Storage Service Agreement, dated \_\_\_\_\_, \_\_\_\_.

ARTICLE XI - WAREHOUSEMEN'S LIEN

11.1 CUSTOMER HEREBY ACKNOWLEDGES THAT EAST CHEYENNE SHALL BE ENTITLED TO, AND EAST CHEYENNE HEREBY CLAIMS, A LIEN ON ALL GAS RECEIVED BY EAST CHEYENNE FROM CUSTOMER, AND ALL PROCEEDS THEREOF, UPON SUCH RECEIPT BY EAST CHEYENNE, AS PROVIDED IN SECTION 7-209 OF THE TEXAS UNIFORM COMMERCIAL CODE WITH THE RIGHTS OF ENFORCEMENT AS PROVIDED THEREIN AND HEREIN. IN NO WAY LIMITING THE FOREGOING, CUSTOMER HEREBY ACKNOWLEDGES THAT EAST CHEYENNE SHALL BE ENTITLED TO, AND EAST CHEYENNE HEREBY CLAIMS, A LIEN FOR ALL CHARGES FOR STORAGE OR TRANSPORTATION (INCLUDING DEMURRAGE AND TERMINAL CHARGES), INSURANCE, LABOR, OR CHARGES PRESENT OR FUTURE IN RELATION TO THE RECEIVED GAS, AND FOR EXPENSES NECESSARY FOR PRESERVATION OF THE RECEIVED GAS OR REASONABLY INCURRED IN THE SALE THEREOF, PURSUANT TO LAW, AND THAT SUCH LIEN SHALL EXTEND TO LIKE CHARGES AND EXPENSES IN RELATION TO ALL SUCH RECEIVED GAS.

11.2 IF DEEMED NECESSARY BY A COURT OF LAW, PURSUANT TO SECTION 7-202 OF THE TEXAS UNIFORM COMMERCIAL CODE, CUSTOMER HEREBY AGREES THAT:

(i) THIS AGREEMENT, WITH ALL SCHEDULES AND EXHIBITS HERETO, AND ALL OF THE MONTHLY STATEMENTS RENDERED BY EAST CHEYENNE TO CUSTOMER PURSUANT TO THE GENERAL TERMS AND CONDITIONS CONTAINED IN EAST CHEYENNE'S TARIFF, SHALL BE DEEMED A "WAREHOUSE RECEIPT" FOR ALL PURPOSES WITH RESPECT TO ARTICLE 7 OF THE TEXAS UNIFORM COMMERCIAL CODE, REGARDLESS OF WHEN THE GAS STORED PURSUANT TO THE CONTRACT IS RECEIVED;

(ii) THE LOCATION OF THE WAREHOUSE, TO WHOM THE GAS WILL BE DELIVERED, RATE OF STORAGE AND HANDLING CHARGES, AND DESCRIPTION OF THE GOODS ARE AS SET FORTH, RESPECTIVELY, IN THE PREAMBLE OF THIS AGREEMENT, EXHIBIT A TO THIS AGREEMENT, THE MONTHLY INVOICE (AS DESCRIBED IN SECTION 13.1 OF THE GENERAL TERMS AND CONDITIONS) AND SECTION 2 (DEFINITION OF "GAS") OF THE GENERAL TERMS AND CONDITIONS;

(iii) THE ISSUE DATE OF THE WAREHOUSE RECEIPT WITH RESPECT TO EACH RECEIPT OF GAS SHALL BE DEEMED TO BE THE DATE SUCH GAS WAS RECEIVED,

(iv) THE CONSECUTIVE NUMBER OF THE RECEIPT SHALL BE DEEMED BASED ON THE DATES OF RECEIPT WHEN LISTED IN CHRONOLOGICAL ORDER, BEGINNING WITH THE FIRST RECEIPT OF GAS UNDER THE TERMS OF THE CONTRACT, AND

(v) THE SIGNATURE OF EAST CHEYENNE ON THE CONTRACT SHALL BE DEEMED TO BE THE SIGNATURE OF THE WAREHOUSEMAN.

ARTICLE XII - MISCELLANEOUS

12.1. This Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings and representations, whether written or oral, respecting the subject matter hereof are superseded by this Agreement. No modification of the terms and provisions of this Agreement shall be made except by the execution by both Parties of a written agreement.

12.2. No waiver by a Party of any default(s) by the other Party in the performance of any provision, condition or requirement of this Agreement shall operate or be construed as a waiver of any future default(s), whether of a like or of a different character, nor in any manner release the defaulting Party from performance of any other provision, condition or requirement set forth herein.

12.3. If any provision of this Agreement is declared null and void or voidable by a court of competent jurisdiction, such declaration shall in no way affect the validity or effectiveness of the other provisions of this Agreement, which shall remain in full force and effect, and the Parties shall thereafter use their commercially reasonable efforts to agree upon an equitable adjustment of the provisions of this Agreement with a view to effecting its purpose.

12.4. No presumption shall operate in favor of or against any Party as a result of any responsibility or role that any Party may have had in the drafting of this Agreement.

12.5. This Agreement shall not create any rights in third parties, and no provisions hereof shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than EAST CHEYENNE or Customer.

12.6. This Agreement may be executed in counterparts, and all such executed counterparts shall form part of this Agreement. A signature delivered by facsimile shall be deemed to be an original signature for purposes of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in several counterparts by their authorized agents as of the date first written above.

Customer: EAST CHEYENNE:

Name of Authorized Representative: \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Exhibit A to the Firm Parking Service Agreement  
 between EAST CHEYENNE and  
 \_\_\_\_\_ (Customer)

Transaction Confirmation

Customer is a municipal utility to which Part 6, Section 36 of EAST CHEYENNE's FERC Gas Tariff Yes \_\_\_\_\_ No \_\_\_\_\_

Maximum Parking Quantity ("MPQ") \_\_\_\_\_ Dth  
 Maximum Daily Injection Quantity ("MDIQ") \_\_\_\_\_ Dth  
 Maximum Daily Withdrawal Quantity ("MDWQ") \_\_\_\_\_ Dth  
 Storage Overrun Quantity \_\_\_\_\_ Dth

Primary Receipt Point \_\_\_\_\_ \*  
 Maximum Daily Receipt Quantity ("MDRQ") \_\_\_\_\_ Dth\*

Primary Delivery Point \_\_\_\_\_ \*  
 Maximum Daily Delivery Quantity ("MDDQ") \_\_\_\_\_ Dth\*

Injection Period Start Date \_\_\_\_\_  
 Injection Period End Date \_\_\_\_\_

Withdrawal Period Start Date \_\_\_\_\_  
 Withdrawal Period End Date \_\_\_\_\_

Firm Parking Reservation Charge \_\_\_\_\_ \$/Dth  
 Firm Parking Injection Charge \_\_\_\_\_ \$/Dth  
 Firm Parking Withdrawal Charge \_\_\_\_\_ \$/Dth  
 Authorized Overrun Charge \_\_\_\_\_ \$/Dth  
 Excess Injection Charge \_\_\_\_\_ \$/Dth  
 Excess Withdrawal Charge \_\_\_\_\_ \$/Dth  
 Title Transfer Charge \_\_\_\_\_ \$/Dth  
 Injection Fuel Reimbursement \_\_\_\_\_ (in-kind %)  
 Withdrawal Fuel Reimbursement \_\_\_\_\_ (in-kind %)

\* Add additional lines for multiple Receipt and/or Delivery Points. Any Receipt Point not listed above shall have an MDRQ of zero (0) and any Delivery Point not listed above shall have an MDDQ of zero. Customer shall have the right to use any Receipt Point for receipt quantities of Gas in excess of its MDRQ (subject to its MDIQ for all Receipt Points) and any Delivery Point for delivery of quantities of Gas in excess of its MDDQ (subject to its MDWQ for all Delivery Points) on a secondary basis.

This Exhibit A shall supersede and cancel the Exhibit A dated: \_\_\_\_\_.

**Customer: EAST CHEYENNE:**

Name of Authorized Representative:

\_\_\_\_\_

Title

\_\_\_\_\_

Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_

Name of Authorized Representative:

\_\_\_\_\_

Title

\_\_\_\_\_

Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_

Note: EAST CHEYENNE and Customer may enter into a transaction for storage or hub services pursuant to the Transaction Confirmation Procedure set forth at Section 32 of the General Terms and Conditions of EAST CHEYENNE's FERC Gas Tariff.

**FIRM LOAN SERVICE AGREEMENT**

**(For Use Under Rate Schedule FLS)**

Service Agreement No. \_\_\_\_\_

This Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between EAST CHEYENNE GAS STORAGE, LLC, a Delaware limited liability company herein called "EAST CHEYENNE," and \_\_\_\_\_, an \_\_\_\_\_, herein called "Customer," (each of EAST CHEYENNE and Customer, a "Party," and collectively, the "Parties") ,pursuant to the following recitals and representations:

WHEREAS, EAST CHEYENNE owns and operates an underground natural gas storage facility known as the East Cheyenne Facility, and is authorized to provide natural gas storage and related services in interstate commerce by way of the East Cheyenne gas storage facility; and

WHEREAS, Customer has requested that EAST CHEYENNE provide certain firm loan natural gas storage services for Customer; and

WHEREAS, EAST CHEYENNE has agreed to provide such firm loan storage services for Customer subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, EAST CHEYENNE and Customer agree as follows:

**ARTICLE I - SCOPE OF AGREEMENT**

Following the commencement of service hereunder, in accordance with the terms of EAST CHEYENNE's Rate Schedule FLS, and of this Agreement, EAST CHEYENNE shall on demand on any Day of the Withdrawal Period allow Customer to nominate for withdrawal and delivery a quantity of Gas up to Customer's Maximum Daily Withdrawal Quantity as set forth on Exhibit A hereto, and shall on any Day of the Injection Period receive for injection into storage for repayment of Customer's Loan Balance a quantity of Gas up to Customer's Maximum Daily Injection Quantity as set forth on Exhibit A. Withdrawals shall occur pursuant to any transaction under this Agreement during the Withdrawal Period as set forth on Exhibit A, such that Customer's Loan Balance at the end of the Withdrawal Period is equal to Customer's Maximum Loan Quantity as set forth on Exhibit A. Injections shall occur pursuant to any transaction under this Agreement during the Injection Period set forth on Exhibit A, such that Customer's Loan Balance shall equal zero (0) at the end of the Injection Period. There shall be no injections or withdrawals under this Agreement from the end of the Withdrawal Period until the beginning of the Injection Period.

**ARTICLE II – POINTS OF RECEIPT AND DELIVERY**

The point(s) at which the Gas is to be tendered by Customer to EAST CHEYENNE under this Agreement shall be the point(s) designated on Exhibit A hereto as Customer's Point(s) of Receipt.

The point(s) at which the Gas is to be tendered by EAST CHEYENNE to Customer under this Agreement shall be the point(s) designated on Exhibit A hereto as Customer's Point(s) of Delivery.

#### ARTICLE III - PRICE

- 3.1. Customer agrees to pay EAST CHEYENNE the charges set forth on Exhibit "A" hereto for all Gas storage service furnished to Customer hereunder.
- 3.2. Customer further agrees to pay EAST CHEYENNE all other applicable fees and charges as set forth in the General Terms and Conditions and in Rate Schedule FLS.
- 3.3. Customer shall reimburse EAST CHEYENNE for all applicable taxes as may be assessed against EAST CHEYENNE for the receipt, injection, storage, withdrawal and/or delivery of Customer's Gas. In addition, Customer shall reimburse EAST CHEYENNE for Customer's pro rata portion, calculated using the same methodology as that used to assess the tax, of all ad valorem taxes, property taxes and/or other similar taxes on Customer's Gas in storage assessed against and paid by EAST CHEYENNE.

#### ARTICLE IV - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

This Agreement shall be subject to the terms and conditions specified in EAST CHEYENNE's Rate Schedule FLS and the provisions of EAST CHEYENNE's FERC Gas Tariff, as filed with the Federal Energy Regulatory Commission, together with the General Terms and Conditions applicable thereto (including any changes in said Rate Schedule, Tariff or General Terms and Conditions as may from time to time be filed and made effective by EAST CHEYENNE).

Customer agrees that EAST CHEYENNE shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the terms and conditions of this Service Agreement, pursuant to which service hereunder is rendered, (b) the terms of EAST CHEYENNE's Rate Schedule FLS, or (c) any provision of the General Terms and Conditions applicable to this Service Agreement, EAST CHEYENNE agrees that Customer may protest or contest the aforementioned filings, and Customer does not waive any rights it may have with respect to such filings.

#### ARTICLE V - TERM OF AGREEMENT

This Agreement shall be effective as of \_\_\_\_\_, \_\_\_\_ [this blank may include a date certain, a date either earlier or later than a specified date certain based on the completion of construction of facilities necessary to provide service under the Agreement, a date set forth in or established by a relevant order from the Federal Energy Regulatory Commission, or a commencement date as defined in a precedent agreement between Customer and EAST CHEYENNE] and shall remain in force and effect until \_\_\_\_\_, \_\_\_\_ [or, when applicable, "shall continue for a term of \_\_\_\_ years"]; (the "Primary Term"); provided that this Agreement shall remain in effect until the expiration of any transaction(s) executed by the Parties pursuant to this Agreement. Pre-granted abandonment shall apply upon termination of this Agreement.

#### ARTICLE VI - NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and may be sent by facsimile transmission or mailed to the post office address of the Party intended to receive the same, as follows:



EAST CHEYENNE: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Attention: \_\_\_\_\_

CUSTOMER:

NOTICES: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Attention: \_\_\_\_\_

BILLING: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Attention: \_\_\_\_\_

or to such other address as either Party shall designate by formal written notice to the other. In all instances, the Parties shall use their best efforts to provide notice by facsimile prior to 5 p.m. Mountain Time. Notice received before 5 p.m. Mountain Time shall be deemed effective the day of receipt. Notice received after 5 p.m. Mountain Time shall be deemed effective the day following receipt.

ARTICLE VII - TRANSFER AND ASSIGNMENT OF ALL AGREEMENTS

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of EAST CHEYENNE or of Customer, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Otherwise, no assignment of this Agreement or any of the rights or obligations thereunder shall be made by Customer, except pursuant to the General Terms and Conditions of EAST CHEYENNE’s FERC Gas Tariff. It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either Party to the Agreement from pledging or mortgaging its rights thereunder as security for its indebtedness. Pursuant to Section 26 of the General Terms and Conditions of EAST CHEYENNE’s FERC Gas Tariff, from time to time EAST CHEYENNE may request that Customer execute a Consent and Agreement, on the form provided in EAST CHEYENNE’s FERC Gas Tariff, in favor of lenders providing financing in support of the East Cheyenne Gas Storage Project or any expansion thereof. Customer shall execute such Consent and Agreement within thirty (30) days of EAST CHEYENNE’s request.

ARTICLE VIII - LAW OF AGREEMENT

THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, OR SUCH OTHER STATE AS APPLICABLE CONSISTENT WITH SECTION 36 OF THE GENERAL TERMS AND CONDITIONS OF EAST CHEYENNE’S FERC GAS TARIFF, IN EITHER CASE WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

ARTICLE IX - LIMITATION OF REMEDIES, LIABILITY AND DAMAGES

Unless expressly herein provided, neither Party shall be liable to the other for indirect, special, consequential, incidental, punitive or exemplary damages. Notwithstanding the foregoing, nothing in this Article IX shall limit the liability of either Party to the other Party, if any, arising out of gross negligence, willful misconduct, or bad faith actions.

ARTICLE X - PRIOR AGREEMENTS CANCELLED

EAST CHEYENNE and Customer agree that this Agreement, as of the date hereof, shall supersede and cancel the following Agreement(s) between the Parties hereto:

Storage Service Agreement, dated \_\_\_\_\_, \_\_\_\_.

ARTICLE XI - MISCELLANEOUS

11.1. This Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings and representations, whether written or oral, respecting the subject matter hereof are superseded by this Agreement. No modification of the terms and provisions of this Agreement shall be made except by the execution by both Parties of a written agreement.

11.2. No waiver by a Party of any default(s) by the other Party in the performance of any provision, condition or requirement of this Agreement shall operate or be construed as a waiver of any future default(s), whether of a like or of a different character, nor in any manner release the defaulting Party from performance of any other provision, condition or requirement set forth herein.

11.3. If any provision of this Agreement is declared null and void or voidable by a court of competent jurisdiction, such declaration shall in no way affect the validity or effectiveness of the other provisions of this Agreement, which shall remain in full force and effect, and the Parties shall thereafter use their commercially reasonable efforts to agree upon an equitable adjustment of the provisions of this Agreement with a view to effecting its purpose.

11.4. No presumption shall operate in favor of or against any Party as a result of any responsibility or role that any Party may have had in the drafting of this Agreement.

11.5. This Agreement shall not create any rights in third parties, and no provisions hereof shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than EAST CHEYENNE or Customer.

11.6. This Agreement may be executed in counterparts, and all such executed counterparts shall form part of this Agreement. A signature delivered by facsimile shall be deemed to be an original signature for purposes of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in several counterparts by their authorized agents as of the date first written above.

**Customer: EAST CHEYENNE:**

Name of Authorized Representative:

\_\_\_\_\_

Title \_\_\_\_\_

Signature: \_\_\_\_\_

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

Name of Authorized Representative:

\_\_\_\_\_

Title \_\_\_\_\_

Signature: \_\_\_\_\_

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

Exhibit A to the Firm Loan Service Agreement  
between EAST CHEYENNE and  
\_\_\_\_\_ (Customer)

Transaction Confirmation

Customer is a municipal utility to which Part 6, Section 36 of EAST CHEYENNE's FERC Gas Tariff Yes \_\_\_\_\_ No \_\_\_\_\_

Maximum Loan Quantity ("MLQ") \_\_\_\_\_ Dth  
Maximum Daily Injection Quantity ("MDIQ") \_\_\_\_\_ Dth  
Maximum Daily Withdrawal Quantity ("MDWQ") \_\_\_\_\_ Dth  
Storage Overrun Quantity \_\_\_\_\_ Dth

Primary Receipt Point \_\_\_\_\_ \*  
Maximum Daily Receipt Quantity ("MDRQ") \_\_\_\_\_ Dth\*

Primary Delivery Point \_\_\_\_\_ \*  
Maximum Daily Delivery Quantity ("MDDQ") \_\_\_\_\_ Dth\*

Withdrawal Period Start Date \_\_\_\_\_  
Withdrawal Period End Date \_\_\_\_\_

Injection Period Start Date \_\_\_\_\_  
Injection Period End Date \_\_\_\_\_

Firm Loan Reservation Charge \_\_\_\_\_ \$/Dth per month  
Firm Loan Injection Charge \_\_\_\_\_ \$/Dth  
Firm Loan Withdrawal Charge \_\_\_\_\_ \$/Dth

Authorized Overrun Charge \_\_\_\_\_ Dth  
Excess Injection Charge \_\_\_\_\_ Dth  
Excess Withdrawal Charge \_\_\_\_\_ Dth  
Title Transfer Charge \_\_\_\_\_ Dth  
Injection Fuel Reimbursement \_\_\_\_\_ (in-kind %)  
Withdrawal Fuel Reimbursement \_\_\_\_\_ (in-kind %)

\* Add additional lines for multiple Receipt and/or Delivery Points. Any Receipt Point not listed above shall have an MDRQ of zero (0) and any Delivery Point not listed above shall have an MDDQ of zero. Customer shall have the right to use any Receipt Point for receipt quantities of Gas in excess of its

MDRQ (subject to its MDIQ for all Receipt Points) and any Delivery Point for delivery of quantities of Gas in excess of its MDDQ (subject to its MDWQ for all Delivery Points) on a secondary basis.

This Exhibit A shall supersede and cancel the Exhibit A dated: \_\_\_\_\_.

**Customer: EAST CHEYENNE:**

Name of Authorized Representative:

\_\_\_\_\_

Title \_\_\_\_\_

Signature: \_\_\_\_\_

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

Name of Authorized Representative:

\_\_\_\_\_

Title \_\_\_\_\_

Signature: \_\_\_\_\_

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

Note: EAST CHEYENNE and Customer may enter into a transaction for storage or hub services pursuant to the Transaction Confirmation Procedure set forth at Section 32 of the General Terms and Conditions of EAST CHEYENNE's FERC Gas Tariff.

**FIRM HOURLY BALANCING SERVICE AGREEMENT**

**(For Use Under Rate Schedule FHBS)**

Service Agreement No. \_\_\_\_\_

This Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between EAST CHEYENNE GAS STORAGE, LLC, a Delaware limited liability company herein called "EAST CHEYENNE," and \_\_\_\_\_, an \_\_\_\_\_, herein called "Customer," (each of EAST CHEYENNE and Customer, a "Party," and collectively, the "Parties"), pursuant to the following recitals and representations:

WHEREAS, EAST CHEYENNE owns and operates an underground natural gas storage facility known as the East Cheyenne Facility, and is authorized to provide natural gas storage and related services in interstate commerce by way of the East Cheyenne gas storage facility; and

WHEREAS, Customer has requested that EAST CHEYENNE provide certain firm hourly balancing natural gas storage services for Customer; and

WHEREAS, EAST CHEYENNE has agreed to provide such firm hourly balancing storage services for Customer subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, EAST CHEYENNE and Customer agree as follows:

**ARTICLE I - SCOPE OF AGREEMENT**

Following the commencement of service hereunder, in accordance with the terms of EAST CHEYENNE's Rate Schedule FHBS, and of this Agreement,

EAST CHEYENNE shall receive on any Day for injection into storage for Customer's account a quantity of Gas up to Customer's Maximum Daily Injection Quantity as set forth on Exhibit A hereto, shall store in the aggregate quantities of Gas so injected in the East Cheyenne Gas Storage, LLC underground gas storage facility located in Colorado, up to a Maximum Storage Quantity as set forth on Exhibit A and on demand on any Day shall withdraw from Customer's Storage Inventory and deliver to Customer a quantity of Gas up to Customer's Maximum Daily Withdrawal Quantity as set forth on Exhibit A; and

EAST CHEYENNE shall, for each hour during a Day, subject to maximum hourly limit as set forth on Exhibit A, receive or deliver at the Point(s) of Receipt/Delivery designated by Customer hourly balancing quantities of Gas which shall be the difference, on an hourly basis, between (i) the injections to or withdrawals from EAST CHEYENNE's storage of Gas as nominated by Customer to meet Customer's desired hourly pattern of deliveries at its delivery point(s) on the Transporter's (s') pipeline system(s) and (ii) Customer's ratable flow quantities on EAST CHEYENNE (1/24 of Daily nominated quantities).

## ARTICLE II – POINTS OF RECEIPT AND DELIVERY

The point(s) at which the Gas is to be tendered by Customer to EAST CHEYENNE under this Agreement shall be the point(s) designated on Exhibit A hereto as Customer’s Point(s) of Receipt.

The point(s) at which the Gas is to be tendered by EAST CHEYENNE to Customer under this Agreement shall be the point(s) designated on Exhibit A hereto as Customer’s Point(s) of Delivery.

## ARTICLE III - PRICE

3.1 Customer agrees to pay EAST CHEYENNE the charges as set forth on Exhibit A hereto for all Gas storage service furnished to Customer hereunder.

3.2 Customer further agrees to pay EAST CHEYENNE all other applicable fees and charges as set forth in the General Terms and Conditions and in Rate Schedule FHBS.

3.3 Customer shall reimburse EAST CHEYENNE for all applicable taxes as may be assessed against EAST CHEYENNE for the receipt, injection, storage, withdrawal and/or delivery of Customer’s Gas. In addition, Customer shall reimburse EAST CHEYENNE for Customer’s pro rata portion, calculated using the same methodology as that used to assess the tax, of all ad valorem taxes, property taxes and/or other similar taxes on Customer’s Gas in storage assessed against and paid by EAST CHEYENNE.

## ARTICLE IV - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

This Agreement shall be subject to the terms and conditions specified in EAST CHEYENNE’s Rate Schedule FHBS and the provisions of EAST CHEYENNE’s FERC Gas Tariff, as filed with the Federal Energy Regulatory Commission, together with the General Terms and Conditions applicable thereto (including any changes in said Rate Schedule, Tariff or General Terms and Conditions as may from time to time be filed and made effective by EAST CHEYENNE).

Customer agrees that EAST CHEYENNE shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the terms and conditions of this Service Agreement, pursuant to which service hereunder is rendered, (b) the terms of EAST CHEYENNE’s Rate Schedule FHBS, or (c) any provision of the General Terms and Conditions applicable to this Service Agreement, EAST CHEYENNE agrees that Customer may protest or contest the aforementioned filings, and Customer does not waive any rights it may have with respect to such filings.

## ARTICLE V - TERM OF AGREEMENT

This Agreement shall be effective as of \_\_\_\_\_, \_\_\_\_, [this blank may include a date certain, a date either earlier or later than a specified date certain based on the completion of construction of facilities necessary to provide service under the Agreement, a date set forth in or established by a relevant order from the Federal Energy Regulatory Commission, or a commencement date as defined in a precedent agreement between Customer and EAST CHEYENNE) and shall remain in force and effect until \_\_\_\_\_, \_\_\_\_ [or, when applicable, “shall continue for a term of \_\_\_ years”]; (the “Primary Term”); provided that this Agreement shall remain in effect until the expiration of any transaction(s) executed by the Parties pursuant to this Agreement. Pre-granted abandonment shall apply upon termination of this Agreement.

ARTICLE VI - NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and may be sent by facsimile transmission or mailed to the post office address of the Party intended to receive the same, as follows:

EAST CHEYENNE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

CUSTOMER:

NOTICES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

BILLING: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

or to such other address as either Party shall designate by formal written notice to the other. In all instances, the Parties shall use their best efforts to provide notice by facsimile prior to 5 p.m. Mountain Time. Notice received before 5 p.m. Mountain Time shall be deemed effective the day of receipt. Notice received after 5 p.m. Mountain Time shall be deemed effective the day following receipt.

ARTICLE VII - TRANSFER AND ASSIGNMENT OF ALL AGREEMENTS

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of EAST CHEYENNE or of Customer, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Otherwise, no assignment of this Agreement or any of the rights or obligations thereunder shall be made by Customer, except pursuant to the General Terms and Conditions of EAST CHEYENNE's FERC Gas Tariff. It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either Party to the Agreement from pledging or mortgaging its rights thereunder as security for its indebtedness. Pursuant to Section 26 of the General Terms and Conditions of EAST CHEYENNE's FERC Gas Tariff, from time to time EAST CHEYENNE may request that Customer execute a Consent and Agreement, on the form provided in EAST CHEYENNE's FERC Gas Tariff, in favor of lenders providing financing in support of the East Cheyenne Gas Storage Project or any expansion thereof. Customer shall execute such Consent and Agreement within thirty (30) days of EAST CHEYENNE's request.



ARTICLE VIII - LAW OF AGREEMENT

THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, OR SUCH OTHER STATE AS APPLICABLE CONSISTENT WITH SECTION 36 OF THE GENERAL TERMS AND CONDITIONS OF EAST CHEYENNE'S FERC GAS TARIFF, IN EITHER CASE WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

ARTICLE IX - LIMITATION OF REMEDIES, LIABILITY AND DAMAGES

Unless expressly herein provided, neither Party shall be liable to the other for indirect, special, consequential, incidental, punitive or exemplary damages. Notwithstanding the foregoing, nothing in this Article IX shall limit the liability of either Party to the other Party, if any, arising out of gross negligence, willful misconduct, or bad faith actions.

ARTICLE X - PRIOR AGREEMENTS CANCELLED

EAST CHEYENNE and Customer agree that this Agreement, as of the date hereof, shall supersede and cancel the following Agreement(s) between the Parties hereto:

Storage Service Agreement dated \_\_\_\_\_, \_\_\_\_.

ARTICLE XI - WAREHOUSEMEN'S LIEN

11.1 CUSTOMER HEREBY ACKNOWLEDGES THAT EAST CHEYENNE SHALL BE ENTITLED TO, AND EAST CHEYENNE HEREBY CLAIMS, A LIEN ON ALL GAS RECEIVED BY EAST CHEYENNE FROM CUSTOMER, AND ALL PROCEEDS THEREOF, UPON SUCH RECEIPT BY EAST CHEYENNE, AS PROVIDED IN SECTION 7-209 OF THE TEXAS UNIFORM COMMERCIAL CODE WITH THE RIGHTS OF ENFORCEMENT AS PROVIDED THEREIN AND HEREIN. IN NO WAY LIMITING THE FOREGOING, CUSTOMER HEREBY ACKNOWLEDGES THAT EAST CHEYENNE SHALL BE ENTITLED TO, AND EAST CHEYENNE HEREBY CLAIMS, A LIEN FOR ALL CHARGES FOR STORAGE OR TRANSPORTATION (INCLUDING DEMURRAGE AND TERMINAL CHARGES), INSURANCE, LABOR, OR CHARGES PRESENT OR FUTURE IN RELATION TO THE RECEIVED GAS, AND FOR EXPENSES NECESSARY FOR PRESERVATION OF THE RECEIVED GAS OR REASONABLY INCURRED IN THE SALE THEREOF, PURSUANT TO LAW, AND THAT SUCH LIEN SHALL EXTEND TO LIKE CHARGES AND EXPENSES IN RELATION TO ALL SUCH RECEIVED GAS.

11.2 IF DEEMED NECESSARY BY A COURT OF LAW, PURSUANT TO SECTION 7-202 OF THE TEXAS UNIFORM COMMERCIAL CODE, CUSTOMER HEREBY AGREES THAT:

(i) THIS AGREEMENT, WITH ALL SCHEDULES AND EXHIBITS HERETO, AND ALL OF THE MONTHLY STATEMENTS RENDERED BY EAST CHEYENNE TO CUSTOMER PURSUANT TO THE GENERAL TERMS AND CONDITIONS CONTAINED IN EAST CHEYENNE'S TARIFF, SHALL BE DEEMED A "WAREHOUSE RECEIPT" FOR ALL PURPOSES WITH RESPECT TO ARTICLE 7 OF THE TEXAS UNIFORM COMMERCIAL CODE, REGARDLESS OF WHEN THE GAS STORED PURSUANT TO THE CONTRACT IS RECEIVED;

(ii) THE LOCATION OF THE WAREHOUSE, TO WHOM THE GAS WILL BE DELIVERED, RATE OF STORAGE AND HANDLING CHARGES, AND DESCRIPTION OF THE GOODS ARE AS SET FORTH, RESPECTIVELY, IN THE PREAMBLE OF THIS AGREEMENT, ARTICLE II OF THIS AGREEMENT, THE

MONTHLY INVOICE (AS DESCRIBED IN SECTION 13.1 OF THE GENERAL TERMS AND CONDITIONS) AND SECTION 2 (DEFINITION OF "GAS") OF THE GENERAL TERMS AND CONDITIONS;

(iii) THE ISSUE DATE OF THE WAREHOUSE RECEIPT WITH RESPECT TO EACH RECEIPT OF GAS SHALL BE DEEMED TO BE THE DATE SUCH GAS WAS RECEIVED,

(iv) THE CONSECUTIVE NUMBER OF THE RECEIPT SHALL BE DEEMED BASED ON THE DATES OF RECEIPT WHEN LISTED IN CHRONOLOGICAL ORDER, BEGINNING WITH THE FIRST RECEIPT OF GAS UNDER THE TERMS OF THE CONTRACT, AND

(v) THE SIGNATURE OF EAST CHEYENNE ON THE CONTRACT SHALL BE DEEMED TO BE THE SIGNATURE OF THE WAREHOUSEMAN.

#### ARTICLE XII - MISCELLANEOUS

12.1. This Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings and representations, whether written or oral, respecting the subject matter hereof are superseded by this Agreement. No modification of the terms and provisions of this Agreement shall be made except by the execution by both Parties of a written agreement.

12.2. No waiver by a Party of any default(s) by the other Party in the performance of any provision, condition or requirement of this Agreement shall operate or be construed as a waiver of any future default(s), whether of a like or of a different character, nor in any manner release the defaulting Party from performance of any other provision, condition or requirement set forth herein.

12.3. If any provision of this Agreement is declared null and void or voidable by a court of competent jurisdiction, such declaration shall in no way affect the validity or effectiveness of the other provisions of this Agreement, which shall remain in full force and effect, and the Parties shall thereafter use their commercially reasonable efforts to agree upon an equitable adjustment of the provisions of this Agreement with a view to effecting its purpose.

12.4. No presumption shall operate in favor of or against any Party as a result of any responsibility or role that any Party may have had in the drafting of this Agreement.

12.5. This Agreement shall not create any rights in third parties, and no provisions hereof shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than EAST CHEYENNE or Customer.

12.6. This Agreement may be executed in counterparts, and all such executed counterparts shall form part of this Agreement. A signature delivered by facsimile shall be deemed to be an original signature for purposes of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in several counterparts by their authorized agents as of the date first written above.

**Customer: EAST CHEYENNE:**

Name of Authorized Representative:

\_\_\_\_\_

Title \_\_\_\_\_

Signature: \_\_\_\_\_

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

Name of Authorized Representative:

\_\_\_\_\_

Title \_\_\_\_\_

Signature: \_\_\_\_\_

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

Exhibit A to the Firm Hourly Balancing Storage Service Agreement  
between EAST CHEYENNE and

\_\_\_\_\_ (Customer)

Transaction Confirmation

Customer is a municipal utility to which Part 6, Section 36 of EAST CHEYENNE's FERC Gas Tariff Yes \_\_\_\_\_ No \_\_\_\_\_

Maximum Storage Quantity ("MSQ") \_\_\_\_\_ Dth  
 Maximum Daily Injection Quantity ("MDIQ") \_\_\_\_\_ Dth  
 Maximum Daily Withdrawal Quantity ("MDWQ") \_\_\_\_\_ Dth  
 Maximum Hourly FHBS Quantity \_\_\_\_\_ Dth  
 Storage Overrun Quantity \_\_\_\_\_ Dth

Primary Receipt Point \_\_\_\_\_\*  
 Maximum Daily Receipt Quantity ("MDRQ") \_\_\_\_\_ Dth\*

Primary Delivery Point \_\_\_\_\_\*  
 Maximum Daily Delivery Quantity ("MDDQ") \_\_\_\_\_ Dth\*

Service Start Date \_\_\_\_\_  
 Service End Date \_\_\_\_\_

FHBS Storage Reservation Charge \_\_\_\_\_ \$/Dth per Month  
 Firm Hourly Balancing Reservation Charge \_\_\_\_\_ \$/Dth per Month  
 Storage Injection Charge \_\_\_\_\_ \$/Dth  
 Storage Withdrawal Charge \_\_\_\_\_ \$/Dth

Authorized Overrun charge \_\_\_\_\_ \$/Dth  
 Excess Injection Charge \_\_\_\_\_ \$/Dth  
 Excess Withdrawal Charge \_\_\_\_\_ \$/Dth  
 Title Transfer Charge \_\_\_\_\_ \$/Dth  
 Injection Fuel Reimbursement \_\_\_\_\_ (in-kind (%))  
 Withdrawal Fuel Reimbursement \_\_\_\_\_ (in-kind (%))

\* Add additional lines for multiple Receipt and/or Delivery Points. Any Receipt Point not listed above shall have an MDRQ of zero (0) and any Delivery Point not listed above shall have an MDDQ of zero. Customer shall that the right to use any Receipt Point for receipt quantities of Gas in excess of its MDRQ (subject to its MDIQ for all Receipt Points) and any Delivery Point for delivery of quantities of Gas in excess of its MDDQ (subject to its MDWQ for all Delivery Points) on a secondary basis.

This Exhibit A shall supersede and cancel the Exhibit A dated: \_\_\_\_\_.

**Customer: EAST CHEYENNE:**

Name of Authorized Representative:

\_\_\_\_\_

Title \_\_\_\_\_

Signature: \_\_\_\_\_

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

Name of Authorized Representative:

\_\_\_\_\_

Title \_\_\_\_\_

Signature: \_\_\_\_\_

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

Note: EAST CHEYENNE and Customer may enter into a transaction for storage or hub services pursuant to the Transaction Confirmation Procedure set forth at Section 32 of the General Terms and Conditions of EAST CHEYENNE's FERC Gas Tariff.

**INTERRUPTIBLE STORAGE SERVICE AGREEMENT**

**(For Use Under Rate Schedule ISS)**

Service Agreement No. \_\_\_\_\_

This Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between EAST CHEYENNE GAS STORAGE, LLC, a Delaware limited liability company herein called "EAST CHEYENNE," and \_\_\_\_\_, an \_\_\_\_\_, herein called "Customer," (each of EAST CHEYENNE and Customer, a "Party," and collectively, the "Parties"), pursuant to the following recitals and representations:

WHEREAS, EAST CHEYENNE owns and operates an underground natural gas storage facility known as the East Cheyenne Facility, and is authorized to provide natural gas storage and related services in interstate commerce by way of the East Cheyenne gas storage facility; and

WHEREAS, Customer has requested that EAST CHEYENNE provide certain interruptible natural gas storage services for Customer; and

WHEREAS, EAST CHEYENNE has agreed to provide such interruptible storage services for Customer subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, EAST CHEYENNE and Customer agree as follows:

**ARTICLE I - SCOPE OF AGREEMENT**

Following the commencement of service pursuant to any transaction hereunder hereunder, in accordance with the terms of EAST CHEYENNE's Rate Schedule ISS, and of this Agreement, EAST CHEYENNE shall receive on any Day for injection into storage for Customer's account a quantity of Gas up to Customer's Maximum Daily Injection Quantity as set forth on Exhibit A, shall store in the aggregate quantities of Gas so injected in the East Cheyenne Gas Storage, LLC underground gas storage facility located in Colorado, up to a Maximum Storage Quantity as set forth on Exhibit A and on demand on any Day shall withdraw from Customer's Storage Inventory and deliver to Customer a quantity of Gas up to Customer's Maximum Daily Withdrawal Quantity as set forth on Exhibit A.

**ARTICLE II – POINTS OF RECEIPT AND DELIVERY**

The point(s) at which the Gas is to be tendered by Customer to EAST CHEYENNE under this Agreement shall be the point(s) designated on Exhibit A hereto as Customer's Point(s) of Receipt.

The point(s) at which the Gas is to be tendered by EAST CHEYENNE to Customer under this Agreement shall be the point(s) designated on Exhibit A hereto as Customer's Point(s) of Delivery.

**ARTICLE III - PRICE**

3.1. Customer agrees to pay EAST CHEYENNE the charges set forth on Exhibit "A" hereto for all storage service furnished to Customer hereunder.

3.2. Customer further agrees to pay EAST CHEYENNE all other applicable fees and charges set forth in the General Terms and Conditions and in Rate Schedule ISS.

3.3. Customer shall reimburse EAST CHEYENNE for all applicable taxes as may be assessed against EAST CHEYENNE for the receipt, injection, storage, withdrawal and/or delivery of Customer’s Gas. In addition, Customer shall reimburse EAST CHEYENNE for Customer’s pro rata portion, calculated using the same methodology as that used to assess the tax, of all ad valorem taxes, property taxes and/or other similar taxes on Customer’s Gas in storage assessed against and paid by EAST CHEYENNE.

ARTICLE IV - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

This Agreement shall be subject to the terms and conditions specified in EAST CHEYENNE’s Rate Schedule ISS and the provisions of EAST CHEYENNE’s FERC Gas Tariff, as filed with the Federal Energy Regulatory Commission, together with the General Terms and Conditions applicable thereto (including any changes in said Rate Schedule, Tariff or General Terms and Conditions as may from time to time be filed and made effective by EAST CHEYENNE).

Customer agrees that EAST CHEYENNE shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the terms and conditions of this Service Agreement, pursuant to which service hereunder is rendered, (b) the terms of EAST CHEYENNE’s Rate Schedule ISS, or (c) any provision of the General Terms and Conditions applicable to this Service Agreement. EAST CHEYENNE agrees that Customer may protest or contest the aforementioned filings, and Customer does not waive any rights it may have with respect to such filings.

ARTICLE V - TERM OF AGREEMENT

This Agreement shall be effective as of \_\_\_\_\_, \_\_\_\_, [this blank may include a date certain, a date either earlier or later than a specified date certain based on the completion of construction of facilities necessary to provide service under the Agreement, a date set forth in or established by a relevant order from the Federal Energy Regulatory Commission, or a commencement date as defined in a precedent agreement between Customer and EAST CHEYENNE] and shall remain in force and effect until \_\_\_\_\_, \_\_\_\_ [or, when applicable, “shall continue for a term of \_\_\_ years”]; (the “Primary Term”); provided that this Agreement shall remain in effect until the expiration of any transaction(s) executed by the Parties pursuant to this Agreement.

ARTICLE VI - NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and may be sent by facsimile transmission or mailed to the post office address of the Party intended to receive the same, as follows:

EAST CHEYENNE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

CUSTOMER:

NOTICES:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

BILLING:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

or to such other address as either Party shall designate by formal written notice to the other. In all instances, the Parties shall use their best efforts to provide notice by facsimile prior to 5 p.m. Mountain Time. Notice received before 5 p.m. Mountain Time shall be deemed effective the day of receipt. Notice received after 5 p.m. Mountain Time shall be deemed effective the day following receipt.

ARTICLE VII - TRANSFER AND ASSIGNMENT OF ALL AGREEMENTS

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of EAST CHEYENNE or of Customer, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Otherwise, no assignment of this Agreement or any of the rights or obligations thereunder shall be made by Customer, except pursuant to the General Terms and Conditions of EAST CHEYENNE’s FERC Gas Tariff. It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either Party to the Agreement from pledging or mortgaging its rights thereunder as security for its indebtedness. Pursuant to Section 26 of the General Terms and Conditions of EAST CHEYENNE’s FERC Gas Tariff, from time to time EAST CHEYENNE may request that Customer execute a Consent and Agreement, on the form provided in EAST CHEYENNE’s FERC Gas Tariff, in favor of lenders providing financing in support of the East Cheyenne Gas Storage Project or any expansion thereof. Customer shall execute such Consent and Agreement within thirty (30) days of EAST CHEYENNE’s request.

ARTICLE VIII - LAW OF AGREEMENT

THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, OR SUCH OTHER STATE AS APPLICABLE CONSISTENT WITH SECTION 36 OF THE GENERAL TERMS AND CONDITIONS OF EAST CHEYENNE’S FERC GAS TARIFF, IN EITHER CASE WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

ARTICLE IX - LIMITATION OF REMEDIES, LIABILITY AND DAMAGES

Unless expressly herein provided, neither Party shall be liable to the other for indirect, special, consequential, incidental, punitive or exemplary damages. Notwithstanding the foregoing, nothing in this Article IX shall limit the liability of either Party to the other Party, if any, arising out of gross negligence, willful misconduct, or bad faith actions.



ARTICLE X - PRIOR AGREEMENTS CANCELLED

EAST CHEYENNE and Customer agree that this Agreement, as of the date hereof, shall supersede and cancel the following Agreement(s) between the Parties hereto:

Storage Service Agreement dated \_\_\_\_\_, \_\_\_\_.

ARTICLE XI - WAREHOUSEMEN'S LIEN

11.1 CUSTOMER HEREBY ACKNOWLEDGES THAT EAST CHEYENNE SHALL BE ENTITLED TO, AND EAST CHEYENNE HEREBY CLAIMS, A LIEN ON ALL GAS RECEIVED BY EAST CHEYENNE FROM CUSTOMER, AND ALL PROCEEDS THEREOF, UPON SUCH RECEIPT BY EAST CHEYENNE, AS PROVIDED IN SECTION 7-209 OF THE TEXAS UNIFORM COMMERCIAL CODE WITH THE RIGHTS OF ENFORCEMENT AS PROVIDED THEREIN AND HEREIN. IN NO WAY LIMITING THE FOREGOING, CUSTOMER HEREBY ACKNOWLEDGES THAT EAST CHEYENNE SHALL BE ENTITLED TO, AND EAST CHEYENNE HEREBY CLAIMS, A LIEN FOR ALL CHARGES FOR STORAGE OR TRANSPORTATION (INCLUDING DEMURRAGE AND TERMINAL CHARGES), INSURANCE, LABOR, OR CHARGES PRESENT OR FUTURE IN RELATION TO THE RECEIVED GAS, AND FOR EXPENSES NECESSARY FOR PRESERVATION OF THE RECEIVED GAS OR REASONABLY INCURRED IN THE SALE THEREOF, PURSUANT TO LAW, AND THAT SUCH LIEN SHALL EXTEND TO LIKE CHARGES AND EXPENSES IN RELATION TO ALL SUCH RECEIVED GAS.

11.2 IF DEEMED NECESSARY BY A COURT OF LAW, PURSUANT TO SECTION 7-202 OF THE TEXAS UNIFORM COMMERCIAL CODE, CUSTOMER HEREBY AGREES THAT:

(i) THIS AGREEMENT, WITH ALL SCHEDULES AND EXHIBITS HERETO, AND ALL OF THE MONTHLY STATEMENTS RENDERED BY EAST CHEYENNE TO CUSTOMER PURSUANT TO THE GENERAL TERMS AND CONDITIONS CONTAINED IN EAST CHEYENNE'S TARIFF, SHALL BE DEEMED A "WAREHOUSE RECEIPT" FOR ALL PURPOSES WITH RESPECT TO ARTICLE 7 OF THE TEXAS UNIFORM COMMERCIAL CODE, REGARDLESS OF WHEN THE GAS STORED PURSUANT TO THE CONTRACT IS RECEIVED;

(ii) THE LOCATION OF THE WAREHOUSE, TO WHOM THE GAS WILL BE DELIVERED, RATE OF STORAGE AND HANDLING CHARGES, AND DESCRIPTION OF THE GOODS ARE AS SET FORTH, RESPECTIVELY, IN THE PREAMBLE OF THIS AGREEMENT, ARTICLE II OF THIS AGREEMENT, THE MONTHLY INVOICE (AS DESCRIBED IN SECTION 13.1 OF THE GENERAL TERMS AND CONDITIONS) AND SECTION 2 (DEFINITION OF "GAS") OF THE GENERAL TERMS AND CONDITIONS;

(iii) THE ISSUE DATE OF THE WAREHOUSE RECEIPT WITH RESPECT TO EACH RECEIPT OF GAS SHALL BE DEEMED TO BE THE DATE SUCH GAS WAS RECEIVED,

(iv) THE CONSECUTIVE NUMBER OF THE RECEIPT SHALL BE DEEMED BASED ON THE DATES OF RECEIPT WHEN LISTED IN CHRONOLOGICAL ORDER, BEGINNING WITH THE FIRST RECEIPT OF GAS UNDER THE TERMS OF THE CONTRACT, AND

(v) THE SIGNATURE OF EAST CHEYENNE ON THE CONTRACT SHALL BE DEEMED TO BE THE SIGNATURE OF THE WAREHOUSEMAN.

ARTICLE XII - MISCELLANEOUS

12.1. This Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings and representations, whether written or oral, respecting the subject matter hereof are superseded by this Agreement. No modification of the terms and provisions of this Agreement shall be made except by the execution by both Parties of a written agreement.

12.2. No waiver by a Party of any default(s) by the other Party in the performance of any provision, condition or requirement of this Agreement shall operate or be construed as a waiver of any future default(s), whether of a like or of a different character, nor in any manner release the defaulting Party from performance of any other provision, condition or requirement set forth herein.

12.3. If any provision of this Agreement is declared null and void or voidable by a court of competent jurisdiction, such declaration shall in no way affect the validity or effectiveness of the other provisions of this Agreement, which shall remain in full force and effect, and the Parties shall thereafter use their commercially reasonable efforts to agree upon an equitable adjustment of the provisions of this Agreement with a view to effecting its purpose.

12.4. No presumption shall operate in favor of or against any Party as a result of any responsibility or role that any Party may have had in the drafting of this Agreement.

12.5. This Agreement shall not create any rights in third parties, and no provisions hereof shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than EAST CHEYENNE or Customer.

12.6. This Agreement may be executed in counterparts, and all such executed counterparts shall form part of this Agreement. A signature delivered by facsimile shall be deemed to be an original signature for purposes of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in several counterparts by their authorized agents as of the date first written above.

**Customer: EAST CHEYENNE:**

Name of Authorized Representative: \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Exhibit A to the Interruptible Storage Service Agreement  
between EAST CHEYENNE and  
\_\_\_\_\_ (Customer)

Service Agreement No. \_\_\_\_\_

Transaction Confirmation

Customer is a municipal utility to which Part 6, Section 36 of EAST CHEYENNE's FERC Gas Tariff Yes \_\_\_\_\_ No \_\_\_\_\_

Maximum Storage Quantity ("MSQ") \_\_\_\_\_ Dth  
Maximum Daily Injection Quantity ("MDIQ") \_\_\_\_\_ Dth  
Maximum Daily Withdrawal Quantity ("MDWQ") \_\_\_\_\_ Dth

Primary Receipt Point \_\_\_\_\_ \*  
Maximum Daily Receipt Quantity ("MDRQ") \_\_\_\_\_ Dth/d\*

Primary Delivery Point \_\_\_\_\_ \*  
Maximum Daily Delivery Quantity ("MDDQ") \_\_\_\_\_ Dth/d\*

Service Start Date \_\_\_\_\_  
Service End Date \_\_\_\_\_

Storage Inventory Charge \_\_\_\_\_ \$/Dth  
Storage Injection Charge \_\_\_\_\_ \$/Dth  
Storage Withdrawal Charge \_\_\_\_\_ \$/Dth

Title Transfer Charge \_\_\_\_\_ \$/Dth  
Injection Fuel Reimbursement \_\_\_\_\_ (in-kind %)  
Withdrawal Fuel Reimbursement \_\_\_\_\_ (in-kind %)

\* Add additional lines for multiple Receipt and/or Delivery Points. Any Receipt Point not listed above shall have an MDRQ of zero (0) and any Delivery Point not listed above shall have an MDDQ of zero. Customer shall have the right to use any Receipt Point for receipt quantities of Gas in excess of its MDRQ (subject to its MDIQ for all Receipt Points) and any Delivery Point for delivery of quantities of Gas in excess of its MDDQ (subject to its MDWQ for all Delivery Points) on a secondary basis.

This Exhibit A shall supersede and cancel the Exhibit A dated: \_\_\_\_\_.

**Customer: EAST CHEYENNE:**

Name of Authorized Representative:

\_\_\_\_\_

Title \_\_\_\_\_

Signature: \_\_\_\_\_

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

Name of Authorized Representative:

\_\_\_\_\_

Title \_\_\_\_\_

Signature: \_\_\_\_\_

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

Note: EAST CHEYENNE and Customer may enter into a transaction for storage or hub services pursuant to the Transaction Confirmation Procedure set forth at Section 32 of the General Terms and Conditions of EAST CHEYENNE's FERC Gas Tariff.

**INTERRUPTIBLE HOURLY BALANCING SERVICE AGREEMENT**

**(For Use Under Rate Schedule IHBS)**

Service Agreement No. \_\_\_\_\_

This Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between EAST CHEYENNE GAS STORAGE, LLC, a Delaware limited liability company herein called "EAST CHEYENNE," and \_\_\_\_\_, an \_\_\_\_\_, herein called "Customer," (each of EAST CHEYENNE and Customer, a "Party," and collectively, the "Parties"), pursuant to the following recitals and representations:

WHEREAS, EAST CHEYENNE owns and operates an underground natural gas storage facility known as the East Cheyenne Facility, and is authorized to provide natural gas storage and related services in interstate commerce by way of the East Cheyenne Facility; and

WHEREAS, Customer has requested that EAST CHEYENNE provide certain interruptible hourly balancing natural gas storage services for Customer; and

WHEREAS, EAST CHEYENNE has agreed to provide such interruptible hourly balancing storage services for Customer subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, EAST CHEYENNE and Customer agree as follows:

**ARTICLE I - SCOPE OF AGREEMENT**

Following the commencement of service hereunder, in accordance with the terms of EAST CHEYENNE's Rate Schedule IHBS, and of this Agreement,

EAST CHEYENNE shall receive on any Day for injection into storage for Customer's account a quantity of Gas up to Customer's Maximum Daily Injection Quantity as set forth on Exhibit A hereto, shall store in the aggregate quantities of Gas so injected in the East Cheyenne Gas Storage, LLC underground gas storage facility located in Colorado, up to a Maximum Storage Quantity as set forth on Exhibit A and on demand on any Day shall withdraw from Customer's Storage Inventory and deliver to Customer a quantity of Gas up to Customer's Maximum Daily Withdrawal Quantity as set forth on Exhibit A; and

EAST CHEYENNE shall, for each hour during a Day, subject to maximum hourly limit as set forth on Exhibit A, receive or deliver at the Point(s) of Receipt/Delivery designated by Customer hourly balancing quantities of Gas which shall be the difference, on an hourly basis, between (i) the injections to or withdrawals from EAST CHEYENNE's storage of Gas as nominated by Customer to meet Customer's desired hourly pattern of deliveries at its delivery point(s) on the Transporter's (s') pipeline system(s) and (ii) Customer's ratable flow quantities on EAST CHEYENNE (1/24 of Daily nominated quantities).

## ARTICLE II – POINTS OF RECEIPT AND DELIVERY

The point(s) at which the Gas is to be tendered by Customer to EAST CHEYENNE under this Agreement shall be the point(s) designated on Exhibit A hereto as Customer’s Point(s) of Receipt.

The point(s) at which the Gas is to be tendered by EAST CHEYENNE to Customer under this Agreement shall be the point(s) designated on Exhibit A hereto as Customer’s Point(s) of Receipt.

## ARTICLE III - PRICE

3.1. Customer agrees to pay EAST CHEYENNE the charges as set forth on Exhibit A hereto for all Gas storage service furnished to Customer hereunder.

3.2. Customer further agrees to pay EAST CHEYENNE all other applicable fees and charges as set forth in the General Terms and Conditions and in Rate Schedule IHBS.

3.3. Customer shall reimburse EAST CHEYENNE for all applicable taxes as may be assessed against EAST CHEYENNE for the receipt, injection, storage, withdrawal and/or delivery of Customer’s Gas. In addition, Customer shall reimburse EAST CHEYENNE for Customer’s pro rata portion, calculated using the same methodology as that used to assess the tax, of all ad valorem taxes, property taxes and/or other similar taxes on Customer’s Gas in storage assessed against and paid by EAST CHEYENNE.

## ARTICLE IV - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

This Agreement shall be subject to the terms and conditions specified in EAST CHEYENNE’s Rate Schedule IHBS and the provisions of EAST CHEYENNE’s FERC Gas Tariff, as filed with the Federal Energy Regulatory Commission, together with the General Terms and Conditions applicable thereto (including any changes in said Rate Schedule, Tariff or General Terms and Conditions as may from time to time be filed and made effective by EAST CHEYENNE).

Customer agrees that EAST CHEYENNE shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the terms and conditions of this Service Agreement, pursuant to which service hereunder is rendered, (b) the terms of EAST CHEYENNE’s Rate Schedule IHBS, or (c) any provision of the General Terms and Conditions applicable to this Service Agreement. EAST CHEYENNE agrees that Customer may protest or contest the aforementioned filings, and Customer does not waive any rights it may have with respect to such filings.

## ARTICLE V - TERM OF AGREEMENT

This Agreement shall be effective as of \_\_\_\_\_, \_\_\_\_, [this blank may include a date certain, a date either earlier or later than a specified date certain based on the completion of construction of facilities necessary to provide service under the Agreement, a date set forth in or established by a relevant order from the Federal Energy Regulatory Commission, or a commencement date as defined in a precedent agreement between Customer and EAST CHEYENNE] and shall remain in force and effect until \_\_\_\_\_, \_\_\_\_ [or, when applicable, “shall continue for a term of \_\_\_ years”]; (the “Primary Term”); provided that this Agreement shall remain in effect until the expiration of any transaction(s) executed by the Parties pursuant to this Agreement.

ARTICLE VI - NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and may be sent by facsimile transmission or mailed to the post office address of the Party intended to receive the same, as follows:

EAST CHEYENNE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

CUSTOMER:

NOTICES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

BILLING: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

or to such other address as either Party shall designate by formal written notice to the other. In all instances, the Parties shall use their best efforts to provide notice by facsimile prior to 5 p.m. Mountain Time. Notice received before 5 p.m. Mountain Time shall be deemed effective the day of receipt. Notice received after 5 p.m. Mountain Time shall be deemed effective the day following receipt.

ARTICLE VII - TRANSFER AND ASSIGNMENT OF ALL AGREEMENTS

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of EAST CHEYENNE or of Customer, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Otherwise, no assignment of this Agreement or any of the rights or obligations thereunder shall be made by Customer, except pursuant to the General Terms and Conditions of EAST CHEYENNE's FERC Gas Tariff. It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either Party to the Agreement from pledging or mortgaging its rights thereunder as security for its indebtedness. Pursuant to Section 26 of the General Terms and Conditions of EAST CHEYENNE's FERC Gas Tariff, from time to time EAST CHEYENNE may request that Customer execute a Consent and Agreement, on the form provided in EAST CHEYENNE's FERC Gas Tariff, in favor of lenders providing financing in support of the East Cheyenne Gas Storage Project or any expansion thereof. Customer shall execute such Consent and Agreement within thirty (30) days of EAST CHEYENNE's request.

ARTICLE VIII - LAW OF AGREEMENT

THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, OR SUCH OTHER STATE AS APPLICABLE CONSISTENT WITH SECTION 36 OF THE GENERAL TERMS AND CONDITIONS OF EAST CHEYENNE'S FERC GAS TARIFF, IN EITHER CASE WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

ARTICLE IX - LIMITATION OF REMEDIES, LIABILITY AND DAMAGES

Unless expressly herein provided, neither Party shall be liable to the other for indirect, special, consequential, incidental, punitive or exemplary damages. Notwithstanding the foregoing, nothing in this Article IX shall limit the liability of either Party to the other Party, if any, arising out of gross negligence, willful misconduct, or bad faith actions.

ARTICLE X - PRIOR AGREEMENTS CANCELLED

EAST CHEYENNE and Customer agree that this Agreement, as of the date hereof, shall supersede and cancel the following Agreement(s) between the Parties hereto:

Storage Service Agreement dated \_\_\_\_\_, \_\_\_\_.

ARTICLE XI - WAREHOUSEMEN'S LIEN

11.1 CUSTOMER HEREBY ACKNOWLEDGES THAT EAST CHEYENNE SHALL BE ENTITLED TO, AND EAST CHEYENNE HEREBY CLAIMS, A LIEN ON ALL GAS RECEIVED BY EAST CHEYENNE FROM CUSTOMER, AND ALL PROCEEDS THEREOF, UPON SUCH RECEIPT BY EAST CHEYENNE, AS PROVIDED IN SECTION 7-209 OF THE TEXAS UNIFORM COMMERCIAL CODE WITH THE RIGHTS OF ENFORCEMENT AS PROVIDED THEREIN AND HEREIN. IN NO WAY LIMITING THE FOREGOING, CUSTOMER HEREBY ACKNOWLEDGES THAT EAST CHEYENNE SHALL BE ENTITLED TO, AND EAST CHEYENNE HEREBY CLAIMS, A LIEN FOR ALL CHARGES FOR STORAGE OR TRANSPORTATION (INCLUDING DEMURRAGE AND TERMINAL CHARGES), INSURANCE, LABOR, OR CHARGES PRESENT OR FUTURE IN RELATION TO THE RECEIVED GAS, AND FOR EXPENSES NECESSARY FOR PRESERVATION OF THE RECEIVED GAS OR REASONABLY INCURRED IN THE SALE THEREOF, PURSUANT TO LAW, AND THAT SUCH LIEN SHALL EXTEND TO LIKE CHARGES AND EXPENSES IN RELATION TO ALL SUCH RECEIVED GAS.

11.2 IF DEEMED NECESSARY BY A COURT OF LAW, PURSUANT TO SECTION 7-202 OF THE TEXAS UNIFORM COMMERCIAL CODE, CUSTOMER HEREBY AGREES THAT:

(i) THIS AGREEMENT, WITH ALL SCHEDULES AND EXHIBITS HERETO, AND ALL OF THE MONTHLY STATEMENTS RENDERED BY EAST CHEYENNE TO CUSTOMER PURSUANT TO THE GENERAL TERMS AND CONDITIONS CONTAINED IN EAST CHEYENNE'S TARIFF, SHALL BE DEEMED A "WAREHOUSE RECEIPT" FOR ALL PURPOSES WITH RESPECT TO ARTICLE 7 OF THE TEXAS UNIFORM COMMERCIAL CODE, REGARDLESS OF WHEN THE GAS STORED PURSUANT TO THE CONTRACT IS RECEIVED;

(ii) THE LOCATION OF THE WAREHOUSE, TO WHOM THE GAS WILL BE DELIVERED, RATE OF STORAGE AND HANDLING CHARGES, AND DESCRIPTION OF THE GOODS ARE AS SET FORTH, RESPECTIVELY, IN THE PREAMBLE OF THIS AGREEMENT, ARTICLE II OF THIS AGREEMENT, THE



MONTHLY INVOICE (AS DESCRIBED IN SECTION 13.1 OF THE GENERAL TERMS AND CONDITIONS) AND SECTION 2 (DEFINITION OF "GAS") OF THE GENERAL TERMS AND CONDITIONS;

(iii) THE ISSUE DATE OF THE WAREHOUSE RECEIPT WITH RESPECT TO EACH RECEIPT OF GAS SHALL BE DEEMED TO BE THE DATE SUCH GAS WAS RECEIVED,

(iv) THE CONSECUTIVE NUMBER OF THE RECEIPT SHALL BE DEEMED BASED ON THE DATES OF RECEIPT WHEN LISTED IN CHRONOLOGICAL ORDER, BEGINNING WITH THE FIRST RECEIPT OF GAS UNDER THE TERMS OF THE CONTRACT, AND

(v) THE SIGNATURE OF EAST CHEYENNE ON THE CONTRACT SHALL BE DEEMED TO BE THE SIGNATURE OF THE WAREHOUSEMAN.

#### ARTICLE XII - MISCELLANEOUS

12.1. This Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings and representations, whether written or oral, respecting the subject matter hereof are superseded by this Agreement. No modification of the terms and provisions of this Agreement shall be made except by the execution by both Parties of a written agreement.

12.2. No waiver by a Party of any default(s) by the other Party in the performance of any provision, condition or requirement of this Agreement shall operate or be construed as a waiver of any future default(s), whether of a like or of a different character, nor in any manner release the defaulting Party from performance of any other provision, condition or requirement set forth herein.

12.3. If any provision of this Agreement is declared null and void or voidable by a court of competent jurisdiction, such declaration shall in no way affect the validity or effectiveness of the other provisions of this Agreement, which shall remain in full force and effect, and the Parties shall thereafter use their commercially reasonable efforts to agree upon an equitable adjustment of the provisions of this Agreement with a view to effecting its purpose.

12.4. No presumption shall operate in favor of or against any Party as a result of any responsibility or role that any Party may have had in the drafting of this Agreement.

12.5. This Agreement shall not create any rights in third parties, and no provisions hereof shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than EAST CHEYENNE or Customer.

12.6. This Agreement may be executed in counterparts, and all such executed counterparts shall form part of this Agreement. A signature delivered by facsimile shall be deemed to be an original signature for purposes of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in several counterparts by their authorized agents as of the date first written above.

**Customer: EAST CHEYENNE:**

Name of Authorized Representative:

\_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Name of Authorized Representative:

\_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Exhibit A to the Interruptible Hourly Balancing Storage Service Agreement  
between EAST CHEYENNE and

\_\_\_\_\_ (Customer)

Transaction Confirmation

Customer is a municipal utility to which Part 6, Section 36 of EAST CHEYENNE's FERC Gas Tariff Yes \_\_\_\_\_ No \_\_\_\_\_

Maximum Storage Quantity ("MSQ") \_\_\_\_\_ Dth  
 Maximum Daily Injection Quantity ("MDIQ") \_\_\_\_\_ Dth  
 Maximum Daily Withdrawal Quantity ("MDWQ") \_\_\_\_\_ Dth  
 Maximum Hourly Balancing Quantity \_\_\_\_\_ Dth

Primary Receipt Point \_\_\_\_\_ \*  
 Maximum Daily Receipt Quantity ("MDRQ") \_\_\_\_\_ Dth\*

Primary Delivery Point \_\_\_\_\_ \*  
 Maximum Daily Delivery Quantity ("MDDQ") \_\_\_\_\_ Dth\*

Service Start Date \_\_\_\_\_  
 Service End Date \_\_\_\_\_

Hourly Balancing Charge \_\_\_\_\_ \$/Dth  
 Storage Inventory Charge \_\_\_\_\_ \$/Dth  
 Storage Injection Charge \_\_\_\_\_ \$/Dth  
 Storage Withdrawal Charge \_\_\_\_\_ \$/Dth

Title Transfer Charge \_\_\_\_\_ \$/Dth  
 Injection Fuel Reimbursement \_\_\_\_\_ (in-kind %)  
 Withdrawal Fuel Reimbursement \_\_\_\_\_ (in-kind %)

\* Add additional lines for multiple Receipt and/or Delivery Points. Any Receipt Point not listed above shall have an MDRQ of zero (0) and any Delivery Point not listed above shall have an MDDQ of zero. Customer shall have the right to use any Receipt Point for receipt quantities of Gas in excess of its MDRQ (subject to its MDIQ for all Receipt Points) and any Delivery Point for delivery of quantities of Gas in excess of its MDDQ (subject to its MDWQ for all Delivery Points) on a secondary basis.

This Exhibit A shall supersede and cancel the Exhibit A dated: \_\_\_\_\_.

**Customer: EAST CHEYENNE:**

Name of Authorized Representative:

\_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Name of Authorized Representative:

\_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Note: EAST CHEYENNE and Customer may enter into a transaction for storage or hub services pursuant to the Transaction Confirmation Procedure set forth at Section 32 of the General Terms and Conditions of EAST CHEYENNE's FERC Gas Tariff.

**HUB SERVICES AGREEMENT**

**(For Use Under Rate Schedules EISS, EILS, EIWS, IPS, ILS, and IWS)**

Service Agreement No. \_\_\_\_\_

This Agreement is made as of the \_\_\_ day of \_\_\_\_\_, \_\_\_\_, by and between EAST CHEYENNE GAS STORAGE, LLC, a Delaware limited liability company herein called "EAST CHEYENNE," and \_\_\_\_\_, a \_\_\_\_\_, herein called "Customer," (each of EAST CHEYENNE and Customer, a "Party," and collectively, the "Parties"), pursuant to the following recitals and representations:

WHEREAS, EAST CHEYENNE owns and operates an underground natural gas storage facility known as the East Cheyenne Facility, and is authorized to provide natural gas storage and related services in interstate commerce by way of the East Cheyenne Facility; and

WHEREAS, Customer has requested that EAST CHEYENNE provide certain interruptible hub natural gas storage services for Customer; and

WHEREAS, EAST CHEYENNE has agreed to provide such interruptible hub storage services for Customer subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, EAST CHEYENNE and Customer agree as follows:

**ARTICLE I - SCOPE OF AGREEMENT**

Following the commencement of service hereunder, in accordance with the terms of EAST CHEYENNE's Rate Schedules EISS, EILS, EIWS, IPS, ILS, and IWS, as applicable, and of this Agreement, EAST CHEYENNE shall provide Interruptible service for Customer and shall receive, inject, park, store, wheel, loan, withdraw and redeliver, as the case may be, quantities of Gas up to the Customer's MDIQ, MDWQ, MSQ, Maximum Park Quantity, Maximum Loan Quantity, and/or MDTQ, as applicable, as set forth on Exhibit A hereto. Customer and EAST CHEYENNE may execute more than one Exhibit A during the term of this Agreement, covering multiple transactions for Hub Services.

[In the event that a precedent agreement for a new or an expansion project contains credit provisions applicable to Customer's capacity related to such project, the following language shall be included in Customer's Service Agreement: "The credit requirements applicable to this Service Agreement are set forth in that certain Precedent Agreement dated \_\_\_\_\_ between EAST CHEYENNE and Customer related to this Service Agreement."]

**ARTICLE II – POINTS OF RECEIPT AND DELIVERY**

The point(s) at which the Gas is to be tendered by Customer to EAST CHEYENNE under this Agreement shall be the point(s) designated on Exhibit A hereto as Customer's Point(s) of Receipt.

The point(s) at which the Gas is to be tendered by EAST CHEYENNE to Customer under this Agreement shall be the point(s) designated on Exhibit A hereto as Customer's Point(s) of Delivery.

### ARTICLE III - PRICE

3.1 Customer agrees to pay EAST CHEYENNE the charges for all service furnished to Customer hereunder as set forth on Exhibit A hereto.

3.2 Where applicable, Customer agrees to pay in kind the Fuel Reimbursement amount as set forth on Exhibit A hereto.

3.3 Customer further agrees to pay EAST CHEYENNE all other applicable fees and charges as set forth in the General Terms and Conditions and in Rate Schedules EISS, EILS, EIWS, IPS, ILS, and IWS, as applicable.

3.4 Customer shall reimburse EAST CHEYENNE for all applicable taxes as may be assessed against EAST CHEYENNE for the receipt, injection, storage, withdrawal and/or delivery of Customer's Gas. In addition, Customer shall reimburse EAST CHEYENNE for Customer's pro rata portion, calculated using the same methodology as that used to assess the tax, of all ad valorem taxes, property taxes and/or other similar taxes on Customer's Gas in storage assessed against and paid by EAST CHEYENNE.

### ARTICLE IV - INCORPORATION OF RATE SCHEDULES AND TARIFF PROVISIONS

The terms and conditions specified in EAST CHEYENNE's Rate Schedules EISS, EILS, EIWS, IPS, ILS, and IWS, as applicable, and the provisions of EAST CHEYENNE's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, together with the General Terms and Conditions applicable thereto (including any changes in said Rate Schedules, Tariff or General Terms and Conditions as may from time to time be filed and made effective by EAST CHEYENNE) are hereby incorporated into this Agreement and made applicable to each term, condition, and obligation hereof.

Customer agrees that EAST CHEYENNE shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the terms and conditions of this Service Agreement, pursuant to which service hereunder is rendered, (b) the terms of EAST CHEYENNE's Rate Schedules EISS, EILS, EIWS, IPS, ILS, and IWS, as applicable to this Service Agreement, or (c) any provision of the General Terms and Conditions applicable to this Service Agreement. EAST CHEYENNE agrees that Customer may protest or contest the aforementioned filings, and Customer does not waive any rights it may have with respect to such filings.

### ARTICLE V - TERM OF AGREEMENT

This Agreement shall become effective on \_\_\_\_\_, \_\_\_\_\_, [this blank may include a date certain, a date either earlier or later than a specified date certain based on the completion of construction of facilities necessary to provide service under the Agreement, a date set forth in or established by a relevant order from the Federal Energy Regulatory Commission, or a commencement date as defined in a precedent agreement between Customer and EAST CHEYENNE] and shall remain in force and effect on a Month to Month basis unless terminated by either Party upon at least thirty (30) days prior written notice to the other Party [or, when applicable, "shall continue for a term of \_\_\_\_\_ years"]; provided that this Agreement shall remain in effect until the expiration of any transaction(s) executed by the Parties pursuant to this Agreement.

ARTICLE VI - NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and may be sent by facsimile transmission or mailed to the post office address of the Party intended to receive the same, as follows:

EAST CHEYENNE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

CUSTOMER:

NOTICES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

BILLING: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

or to such other address as either Party shall designate by formal written notice to the other. In all instances, the Parties shall use their best efforts to provide notice by facsimile prior to 5 p.m. Mountain Time. Notice received before 5 p.m. Mountain Time shall be deemed effective the day of receipt. Notice received after 5 p.m. Mountain Time shall be deemed effective the day following receipt.

ARTICLE VII - TRANSFER AND ASSIGNMENT OF ALL AGREEMENTS

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of EAST CHEYENNE or of Customer, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Otherwise, no assignment of the Agreement or any of the rights or obligations thereunder shall be made by Customer, except pursuant to the General Terms and Conditions of EAST CHEYENNE’s FERC Gas Tariff. It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either Party to the Agreement from pledging or mortgaging its rights thereunder as security for its indebtedness. Pursuant to Section 26 of the General Terms and Conditions of EAST CHEYENNE’s FERC Gas Tariff, from time to time EAST CHEYENNE may request that Customer execute a Consent and Agreement, on the form provided in EAST CHEYENNE’s FERC Gas Tariff, in favor of lenders providing financing in support of the East Cheyenne Gas Storage Project or any expansion thereof. Customer shall execute such Consent and Agreement within thirty (30) days of EAST CHEYENNE’s request.

ARTICLE VIII - LAW OF AGREEMENT

THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, OR SUCH OTHER STATE AS APPLICABLE CONSISTENT WITH SECTION 36 OF THE GENERAL TERMS AND CONDITIONS OF EAST CHEYENNE'S FERC GAS TARIFF, IN EITHER CASE WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

ARTICLE IX - LIMITATION OF REMEDIES, LIABILITY AND DAMAGES

Unless expressly herein provided, neither Party shall be liable to the other for indirect, special, consequential, incidental, punitive or exemplary damages. Notwithstanding the foregoing, nothing in this Article IX shall limit the liability of either Party to the other Party, if any, arising out of gross negligence, willful misconduct, or bad faith actions.

ARTICLE X - PRIOR AGREEMENTS CANCELLED

EAST CHEYENNE and Customer agree that this Agreement, as of the date hereof, shall supersede and cancel the following Agreement(s) between the Parties hereto:

Hub Services Agreement dated \_\_\_\_\_, \_\_\_\_\_.

ARTICLE XI - WAREHOUSEMEN'S LIEN

11.1 CUSTOMER HEREBY ACKNOWLEDGES THAT EAST CHEYENNE SHALL BE ENTITLED TO, AND EAST CHEYENNE HEREBY CLAIMS, A LIEN ON ALL GAS RECEIVED BY EAST CHEYENNE FROM CUSTOMER, AND ALL PROCEEDS THEREOF, UPON SUCH RECEIPT BY EAST CHEYENNE, AS PROVIDED IN SECTION 7-209 OF THE TEXAS UNIFORM COMMERCIAL CODE WITH THE RIGHTS OF ENFORCEMENT AS PROVIDED THEREIN AND HEREIN. IN NO WAY LIMITING THE FOREGOING, CUSTOMER HEREBY ACKNOWLEDGES THAT EAST CHEYENNE SHALL BE ENTITLED TO, AND EAST CHEYENNE HEREBY CLAIMS, A LIEN FOR ALL CHARGES FOR STORAGE OR TRANSPORTATION (INCLUDING DEMURRAGE AND TERMINAL CHARGES), INSURANCE, LABOR, OR CHARGES PRESENT OR FUTURE IN RELATION TO THE RECEIVED GAS, AND FOR EXPENSES NECESSARY FOR PRESERVATION OF THE RECEIVED GAS OR REASONABLY INCURRED IN THE SALE THEREOF, PURSUANT TO LAW, AND THAT SUCH LIEN SHALL EXTEND TO LIKE CHARGES AND EXPENSES IN RELATION TO ALL SUCH RECEIVED GAS.

11.2 IF DEEMED NECESSARY BY A COURT OF LAW, PURSUANT TO SECTION 7-202 OF THE TEXAS UNIFORM COMMERCIAL CODE, CUSTOMER HEREBY AGREES THAT:

(i) THIS AGREEMENT, WITH ALL SCHEDULES AND EXHIBITS HERETO, AND ALL OF THE MONTHLY STATEMENTS RENDERED BY EAST CHEYENNE TO CUSTOMER PURSUANT TO THE GENERAL TERMS AND CONDITIONS CONTAINED IN EAST CHEYENNE'S TARIFF, SHALL BE DEEMED A "WAREHOUSE RECEIPT" FOR ALL PURPOSES WITH RESPECT TO ARTICLE 7 OF THE TEXAS UNIFORM COMMERCIAL CODE, REGARDLESS OF WHEN THE GAS STORED PURSUANT TO THE CONTRACT IS RECEIVED;

(ii) THE LOCATION OF THE WAREHOUSE, TO WHOM THE GAS WILL BE DELIVERED, RATE OF STORAGE AND HANDLING CHARGES, AND DESCRIPTION OF THE GOODS ARE AS SET FORTH, RESPECTIVELY, IN THE PREAMBLE OF THIS AGREEMENT, ARTICLE II OF THIS AGREEMENT, THE



MONTHLY INVOICE (AS DESCRIBED IN SECTION 13.1 OF THE GENERAL TERMS AND CONDITIONS) AND SECTION 2 (DEFINITION OF "GAS") OF THE GENERAL TERMS AND CONDITIONS;

(iii) THE ISSUE DATE OF THE WAREHOUSE RECEIPT WITH RESPECT TO EACH RECEIPT OF GAS SHALL BE DEEMED TO BE THE DATE SUCH GAS WAS RECEIVED,

(iv) THE CONSECUTIVE NUMBER OF THE RECEIPT SHALL BE DEEMED BASED ON THE DATES OF RECEIPT WHEN LISTED IN CHRONOLOGICAL ORDER, BEGINNING WITH THE FIRST RECEIPT OF GAS UNDER THE TERMS OF THE CONTRACT, AND

(v) THE SIGNATURE OF EAST CHEYENNE ON THE CONTRACT SHALL BE DEEMED TO BE THE SIGNATURE OF THE WAREHOUSEMAN.

#### ARTICLE XII - MISCELLANEOUS

12.1. This Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings and representations, whether written or oral, respecting the subject matter hereof are superseded by this Agreement. No modification of the terms and provisions of this Agreement shall be made except by the execution by both Parties of a written agreement.

12.2. No waiver by a Party of any default(s) by the other Party in the performance of any provision, condition or requirement of this Agreement shall operate or be construed as a waiver of any future default(s), whether of a like or of a different character, nor in any manner release the defaulting Party from performance of any other provision, condition or requirement set forth herein.

12.3. If any provision of this Agreement is declared null and void or voidable by a court of competent jurisdiction, such declaration shall in no way affect the validity or effectiveness of the other provisions of this Agreement, which shall remain in full force and effect, and the Parties shall thereafter use their commercially reasonable efforts to agree upon an equitable adjustment of the provisions of this Agreement with a view to effecting its purpose.

12.4. No presumption shall operate in favor of or against any Party as a result of any responsibility or role that any Party may have had in the drafting of this Agreement.

12.5. This Agreement shall not create any rights in third parties, and no provisions hereof shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than EAST CHEYENNE or Customer.

12.6. This Agreement may be executed in counterparts, and all such executed counterparts shall form part of this Agreement. A signature delivered by facsimile shall be deemed to be an original signature for purposes of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in several counterparts by their proper officers thereunto duly authorized as of the date first hereinabove written.

**Customer:**

**EAST CHEYENNE:**

**Name of Authorized Representative:**

**Name of Authorized Representative:**

\_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

EXHIBIT A

Service Agreement No. \_\_\_\_\_

To Hub Services Agreement No. \_\_\_\_\_

Between

EAST CHEYENNE GAS STORAGE, LLC (EAST CHEYENNE)

And

\_\_\_\_\_ (Customer)

Customer is a municipal utility to which Part 6, Section 36 of EAST CHEYENNE's FERC Gas Tariff Yes \_\_\_\_\_ No \_\_\_\_\_

Pursuant to the Hub Services Agreement executed by Customer on \_\_\_\_\_, Customer hereby directs and requests EAST CHEYENNE to do the following, and EAST CHEYENNE and Customer agree that the following charges shall apply to this Hub Services Transaction (as applicable):

With respect to Enhanced Interruptible Storage Service (Rate Schedule EISS):

Maximum Storage Quantity ("MSQ")	_____ Dth
Maximum Daily Injection Quantity ("MDIQ")	_____ Dth/d
Maximum Daily Withdrawal Quantity ("MDWQ")	_____ Dth/d
Primary Receipt Point _____*	
Maximum Daily Receipt Quantity ("MDRQ")	_____ Dth/d*
Primary Delivery Point _____*	
Maximum Daily Delivery Quantity ("MDDQ")	_____ Dth/d*
Service Start Date _____	
Service End Date _____	
Enhanced Interruptible Storage Charge	\$_____ per Dth
Injection Charge	\$_____ per Dth
Withdrawal Charge	\$_____ per Dth
Injection Fuel Reimbursement	_____ % in-kind
Withdrawal Fuel Reimbursement	_____ % in-kind
Title Transfer Charge	\$_____ per Dth

With respect to Enhanced Interruptible Loan Service (Rate Schedule EILS):

Maximum Loan Quantity ("MLQ")	_____ Dth
Maximum Daily Injection Quantity ("MDIQ")	_____ Dth
Maximum Daily Withdrawal Quantity ("MDWQ")	_____ Dth
Primary Receipt Point _____*	
Maximum Daily Receipt Quantity ("MDRQ")	_____ Dth*

Primary Delivery Point \_\_\_\_\_\*  
 Maximum Daily Delivery Quantity ("MDDQ") \_\_\_\_\_ Dth\*  
  
 Withdrawal Period Start Date \_\_\_\_\_  
 Withdrawal Period End Date \_\_\_\_\_  
  
 Injection Period Start Date \_\_\_\_\_  
 Injection Period End Date \_\_\_\_\_  
  
 Enhanced Interruptible Loan Charge \$\_\_\_\_\_ per Dth  
 Injection Charge \$\_\_\_\_\_ per Dth  
 Withdrawal Charge \$\_\_\_\_\_ per Dth  
 Injection Fuel Reimbursement \_\_\_\_\_ % in-kind  
 Withdrawal Fuel Reimbursement \_\_\_\_\_ % in-kind  
 Title Transfer Charge \$\_\_\_\_\_ per Dth

With respect to Enhanced Interruptible Wheeling Service (Rate Schedule EIWS):

Maximum Daily Wheeling Quantity ("MDTQ") \_\_\_\_\_ Dth  
  
 Primary Receipt Point \_\_\_\_\_\*  
 Primary Delivery Point \_\_\_\_\_\*  
  
 Wheeling Period Start Date \_\_\_\_\_  
 Wheeling Period End Date \_\_\_\_\_  
  
 Enhanced Interruptible Wheeling Charge \$\_\_\_\_\_ per Dth  
 Enhanced Interruptible Wheeling Commodity Charge \$\_\_\_\_\_ per Dth  
 Injection Fuel Reimbursement \_\_\_\_\_ % in-kind  
 Withdrawal Fuel Reimbursement \_\_\_\_\_ % in-kind

With respect to Interruptible Parking Service (Rate Schedule IPS):

Maximum Parking Quantity ("MPQ") \_\_\_\_\_ Dth  
 Maximum Daily Injection Quantity ("MDIQ") \_\_\_\_\_ Dth  
 Maximum Daily Withdrawal Quantity ("MDWQ") \_\_\_\_\_ Dth  
  
 Primary Receipt Point \_\_\_\_\_\*  
 Maximum Daily Receipt Quantity ("MDRQ") \_\_\_\_\_ Dth\*  
  
 Primary Delivery Point \_\_\_\_\_\*  
 Maximum Daily Delivery Quantity ("MDDQ") \_\_\_\_\_ Dth\*  
  
 Injection Period Start Date \_\_\_\_\_  
 Injection Period End Date \_\_\_\_\_

Withdrawal Period Start Date \_\_\_\_\_  
 Withdrawal Period End Date \_\_\_\_\_

Interruptible Parking Charge \$\_\_\_\_\_ per Dth  
 Injection Charge \$\_\_\_\_\_ per Dth  
 Withdrawal Charge \$\_\_\_\_\_ per Dth  
 Injection Fuel Reimbursement \_\_\_\_\_ % in-kind  
 Withdrawal Fuel Reimbursement \_\_\_\_\_ % in-kind  
 Title Transfer Charge \$\_\_\_\_\_ per Dth

With respect to Interruptible Loan Service (Rate Schedule ILS):

Maximum Loan Quantity ("MLQ") \_\_\_\_\_ Dth  
 Maximum Daily Injection Quantity ("MDIQ") \_\_\_\_\_ Dth  
 Maximum Daily Withdrawal Quantity ("MDWQ") \_\_\_\_\_ Dth

Primary Receipt Point \_\_\_\_\_ \*  
 Maximum Daily Receipt Quantity ("MDRQ") \_\_\_\_\_ Dth\*

Primary Delivery Point \_\_\_\_\_ \*  
 Maximum Daily Delivery Quantity ("MDDQ") \_\_\_\_\_ Dth\*

Withdrawal Period Start Date \_\_\_\_\_  
 Withdrawal Period End Date \_\_\_\_\_

Injection Period Start Date \_\_\_\_\_  
 Injection Period End Date \_\_\_\_\_

Interruptible Loan Charge \$\_\_\_\_\_ per Dth  
 Injection Charge \$\_\_\_\_\_ per Dth  
 Withdrawal Charge \$\_\_\_\_\_ per Dth  
 Injection Fuel Reimbursement \_\_\_\_\_ % in-kind  
 Withdrawal Fuel Reimbursement \_\_\_\_\_ % in-kind  
 Title Transfer Charge \$\_\_\_\_\_ per Dth

With respect to Interruptible Wheeling Service (Rate Schedule IWS):

Maximum Daily Wheeling Quantity ("MDTQ") \_\_\_\_\_ Dth

Primary Receipt Point \_\_\_\_\_ \*  
 Primary Delivery Point \_\_\_\_\_ \*

Wheeling Period Start Date \_\_\_\_\_  
 Wheeling Period End Date \_\_\_\_\_

Interruptible Wheeling Charge \$\_\_\_\_\_ per Dth  
 Injection Fuel Reimbursement \_\_\_\_\_ % in-kind

Withdrawal Fuel Reimbursement \_\_\_\_\_ % in-kind

As applicable to service under Rate Schedule(s) EISS, EILS, EIWS, IPS, ILS and/or IWS:

\* Add additional lines for multiple Receipt and/or Delivery Points. Any Receipt Point not listed above shall have an MDRQ of zero (0) and any Delivery Point not listed above shall have an MDDQ of zero. Customer shall have the right to use any Receipt Point for receipt quantities of Gas in excess of its MDRQ (subject to its MDIQ for all Receipt Points) and any Delivery Point for delivery of quantities of Gas in excess of its MDDQ (subject to its MDWQ for all Delivery Points) on a secondary basis.

**Title Transfer (From):**

**Title Transfer (To):**

Company Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Quantity: \_\_\_\_\_

All charges listed above are in addition to any other Taxes, Regulatory Fees and Charges, as applicable, pursuant to Section 3 of Rate Schedules EISS, EILS, EIWS, IPS, ILS, and IWS.

Additional Provisions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Exhibit A shall supersede and cancel the Exhibit A dated: \_\_\_\_\_.

**Customer:**

**EAST CHEYENNE:**

Name of Authorized Representative: \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Note: EAST CHEYENNE and Customer may enter into a transaction for storage or hub services pursuant to the Transaction Confirmation Procedure set forth at Section 32 of the General Terms and Conditions of EAST CHEYENNE'S FERC Gas Tariff.

**FORM OF SERVICE AGREEMENT FOR  
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER  
RATE SCHEDULES FSS, NNSS, FPS, FLS AND FHBS**

Service Agreement No. \_\_\_\_\_

This Capacity Release Umbrella Agreement, made and entered into this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between \_\_\_\_\_, a \_\_\_\_\_ (herein called "Replacement Customer"), and EAST CHEYENNE GAS STORAGE, LLC, a Delaware limited liability company herein called "EAST CHEYENNE", (each of EAST CHEYENNE and Customer, a "Party," and collectively, the "Parties").

WITNESSETH:

WHEREAS,

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, the Replacement Customer and EAST CHEYENNE hereby agree as follows:

ARTICLE I  
SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof, so long as the financial evaluation and credit appraisal requirements are met in order for Replacement Customer to be on EAST CHEYENNE's approved bidder list for capacity releases and to execute this Capacity Release Umbrella Agreement pursuant to Section 4 of the General Terms and Conditions of EAST CHEYENNE's FERC Gas Tariff, and this Capacity Release Umbrella Agreement is effective, Replacement Customer may bid from time to time on proposed capacity releases under Rate Schedules FSS, NNSS, FPS, FLS and FHBS pursuant to the procedure set forth in Section 4 of EAST CHEYENNE's General Terms and Conditions. If at any time a bid submitted by Replacement Customer is accepted by EAST CHEYENNE with respect to a given capacity release, EAST CHEYENNE will promptly finalize the appropriate Addendum to this Capacity Release Umbrella Agreement, in the format attached hereto. The Parties agree that each Addendum is an integral part of this Capacity Release Umbrella Agreement as if executed by the Parties hereto and fully copied and set forth herein at length and is binding on the Parties hereto. Upon finalization of such Addendum, Replacement Customer and EAST CHEYENNE agree that Replacement Customer shall be considered for all purposes as a Customer with respect to the released service.

Upon the finalization of an Addendum, subject to the terms, conditions and limitations hereof and of EAST CHEYENNE's Rate Schedules FSS, NNSS, FPS, FLS, and FHBS EAST CHEYENNE agrees to provide the released service for Replacement Customer under the applicable Rate Schedule; provided, however, the Replacement Customer shall have qualified under the financial evaluation and credit appraisal requirements set forth in Section 3 of EAST CHEYENNE's General Terms and Conditions at the time it submitted the bid EAST CHEYENNE accepted with respect to such release.

Replacement Customer hereby agrees promptly to provide any information necessary for EAST CHEYENNE to reevaluate EAST CHEYENNE's credit appraisal as contemplated by Section 3 of EAST CHEYENNE's General Terms and Conditions and to advise EAST CHEYENNE of any material change in the information previously provided by the Replacement Customer to EAST CHEYENNE.

ARTICLE II  
TERM OF AGREEMENT

The term of this Capacity Release Umbrella Agreement shall commence on \_\_\_\_\_ [this blank may include a date certain or a date set forth in or established by a relevant order from the Federal Energy Regulatory Commission] and shall remain in force and effect until \_\_\_\_\_ and \_\_\_\_\_ to \_\_\_\_\_ thereafter unless this Capacity Release Umbrella Agreement is terminated as hereinafter provided [or, when applicable, “shall continue for a term of \_\_\_ years”]. If EAST CHEYENNE determines at any time that Replacement Customer fails to meet the financial standards or credit criteria of Section 3 of the General Terms and Conditions, EAST CHEYENNE may terminate this Capacity Release Umbrella Agreement and all Addenda attached hereto prospectively in accordance with Section 3 the General Terms and Conditions of EAST CHEYENNE’s FERC Gas Tariff.

ARTICLE III  
RATE SCHEDULES

This Capacity Release Umbrella Agreement does not have separate terms and conditions for particular services, but only provides a means by which a Replacement Customer may utilize a service subject to the applicable provisions of the relevant Storage Service Agreement and the terms and conditions for Rate Schedules FSS, NNSS, FPS, FLS and FHBS, by finalization of a copy of an Addendum attached hereto and fully incorporated herein as a part of this Capacity Release Umbrella Agreement.

Replacement Customer agrees that EAST CHEYENNE shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to this Capacity Release Umbrella Agreement (b) the terms and conditions of this Capacity Release Umbrella Agreement, pursuant to which service hereunder is rendered or (c) any provision of the General Terms and Conditions, Rate Schedule, or Form of Service Agreement applicable to this Capacity Release Umbrella Agreement. EAST CHEYENNE agrees that the Replacement Customer may protest or contest the aforementioned filings, and the Replacement Customer does not waive any rights it may have with respect to such filings.

ARTICLE IV  
ADDRESSES

Except as herein otherwise provided or as provided in the General Terms and Conditions of EAST CHEYENNE’s FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Capacity Release Umbrella Agreement, or any notice which any Party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the Parties hereto, as the case may be, as follows:

ARTICLE V  
LIMITATION OF REMEDIES, LIABILITY AND DAMAGES

Unless expressly herein provided, neither Party shall be liable to the other for indirect, special, consequential, incidental, punitive or exemplary damages.



ARTICLE VI - MISCELLANEOUS

6.1 This Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings and representations, whether written or oral, respecting the subject matter hereof are superseded by this Agreement. No modification of the terms and provisions of this Agreement shall be made except by the execution by both Parties of a written agreement.

6.2 No waiver by a Party of any default(s) by the other Party in the performance of any provision, condition or requirement of this Agreement shall operate or be construed as a waiver of any future default(s), whether of a like or of a different character, nor in any manner release the defaulting Party from performance of any other provision, condition or requirement set forth herein.

6.3 If any provision of this Agreement is declared null and void or voidable by a court of competent jurisdiction, such declaration shall in no way affect the validity or effectiveness of the other provisions of this Agreement, which shall remain in full force and effect, and the Parties shall thereafter use their commercially reasonable efforts to agree upon an equitable adjustment of the provisions of this Agreement with a view to effecting its purpose.

6.4 No presumption shall operate in favor of or against any Party as a result of any responsibility or role that any Party may have had in the drafting of this Agreement.

6.5 This Agreement shall not create any rights in third parties, and no provisions hereof shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than EAST CHEYENNE or Customer.

6.6 This Agreement may be executed in counterparts, and all such executed counterparts shall form part of this Agreement. A signature delivered by facsimile shall be deemed to be an original signature for purposes of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Capacity Release Umbrella Agreement to be signed by their respective Presidents, Vice Presidents or other duly authorized agents and their respective corporate seals to be hereto affixed and attested by their respective Secretaries or Assistant Secretaries, as of the Day and year first above written.

**Customer:**

**EAST CHEYENNE:**

Name of Authorized Representative:

Name of Authorized Representative:

\_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Deal No.: \_\_\_\_\_

Addendum Contract No.: \_\_\_\_\_

Capacity Release Umbrella Agreement No.: \_\_\_\_\_

Addendum No. \_\_\_\_\_

Capacity Release

Rate Schedule \_\_\_\_\_

Replacement Customer: \_\_\_\_\_

Releasing Customer: \_\_\_\_\_

Releasing Customer's Contract No.: \_\_\_\_\_

Begin Date of Release: \_\_\_\_\_

End Date of Release: \_\_\_\_\_

Rates: [Volumetric or Reservation]

Reservation Charge \$ \_\_\_\_\_

Surcharges:

Description	Rate
_____	\$ _____
_____	\$ _____
_____	\$ _____

Volume Commitment (Dth/Billing Period)

Maximum Storage Quantity (MSQ) (FSS and FHBS only): \_\_\_\_\_ (Dth)

No-Notice Maximum Daily Quantity (NNSS only): \_\_\_\_\_ (Dth)

Maximum Park Quantity (FPS only): \_\_\_\_\_ (Dth)

Maximum Loan Quantity (FLS only): \_\_\_\_\_ (Dth)

Maximum Daily Injection Quantity (MDIQ): \_\_\_\_\_ (Dth)

Maximum Daily Withdrawal Quantity (MDWQ): \_\_\_\_\_ (Dth)

Maximum Hourly FHBS Quantity (FHBS only): \_\_\_\_\_ (Dth)

Specific Firm Point(s) of Receipt:

M&R#	MDRQ	Effective From	Effective To
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Specific Firm Point(s) of Delivery:

M&R#	MDDQ	Effective From	Effective To
------	------	----------------	--------------

Is this capacity subject to right of recall? Yes \_\_\_\_\_ No \_\_\_\_\_

Recall Conditions (if applicable):

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Are there any restrictions on released capacity? Yes \_\_\_\_\_ No \_\_\_\_\_

Restrictions (if applicable):

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Were EAST CHEYENNE's default bid evaluation criteria used? Yes \_\_\_\_\_ No \_\_\_\_\_

Evaluation Criteria (if applicable):

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Were contingent bids accepted? Yes \_\_\_\_\_ No \_\_\_\_\_

Contingency comments (if applicable):

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Other Terms and Conditions of Release: [e.g., restrictions on release, third-party agent and terms of

third-party agency relationship, and agreements between Replacement Customer and Releasing Customer]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Addendum, entered into, pursuant to EAST CHEYENNE's capacity release program and to the executed Capacity Release Umbrella Agreement between EAST CHEYENNE and the Replacement Customer, is hereby made a part of and subject to the aforementioned Capacity Release Umbrella Agreement.

## CONSENT AND AGREEMENT

This CONSENT AND AGREEMENT (this “Consent”), dated as of [\_\_\_\_], 20\_\_, is made by and among [\_\_\_\_], a [\_\_\_\_] (the “Consenting Party”), East Cheyenne Gas Storage, LLC, a Delaware limited liability company (the “Borrower”), and [\_\_\_\_], a [\_\_\_\_], in its capacity as collateral agent for the Secured Parties (as defined in the Credit Agreement, as defined below) (together with its successors, designees and assigns in such capacity, the “Collateral Agent”).

### RECITALS

WHEREAS, the Consenting Party and the Borrower have entered into that certain [\_\_\_\_], dated as of [\_\_\_\_] (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “Assigned Agreement”);

WHEREAS, the Borrower intends to develop, engineer, construct and operate an interstate natural gas storage facility and related pipelines and facilities in Colorado (the “Project”);

WHEREAS, the Borrower, the Collateral Agent, the Lenders (as defined in the Credit Agreement) and [\_\_\_\_], as a Lender and as administrative agent for the Lenders, have entered into that certain Credit Agreement, dated as of [\_\_\_\_] (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “Credit Agreement”), pursuant to which the Lenders will make loans to the Borrower for the purpose of financing the cost of the construction of the Project (the “Loans”);

WHEREAS, as security for the Loans and all other obligations under the Credit Agreement, the Borrower has assigned all of its right, title and interest in, to and under, and granted a security interest in, the Assigned Agreement to the Collateral Agent pursuant to that certain Security Agreement, dated as of [\_\_\_\_], between the Borrower and the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “Security Agreement”);

NOW, THEREFORE, in consideration of the premises recited herein and other benefits to the Consenting Party and the Borrower, the receipt and sufficiency of which are hereby acknowledged, the Consenting Party and the Borrower each hereby covenants and agrees with the Collateral Agent for the benefit of the Secured Parties as follows:

1. CONSENT TO ASSIGNMENT, ETC.

(a) Consent to Assignment. The Consenting Party consents in all respects to the pledge and assignment to the Collateral Agent of all of the Borrower’s right, title and interest in, to and under the Assigned Agreement and acknowledges the right, but not the obligation, of the Collateral Agent or the Collateral Agent’s designee, in the exercise of the Collateral Agent’s rights and remedies under the Security Agreement, to make all demands, give all notices, take all actions and exercise all rights of the Borrower in accordance with the Assigned Agreement. The Consenting Party agrees that, if the Collateral Agent shall notify the Consenting Party that an Event of Default under and as defined in the Credit Agreement has occurred and is continuing and that the Collateral Agent has exercised its rights under the Credit Agreement and the Security Agreement (i) to have itself or its designee substituted for the Borrower under the Assigned Agreement, or (ii) to sell, assign, transfer or otherwise dispose of the Assigned Agreement to a third party, then the Collateral Agent, the Collateral Agent’s designee or such

third party (each, a “Substitute Owner”) shall be substituted for the Borrower under the Assigned Agreement and that, in such event, the Consenting Party shall recognize the Substitute Owner as its counterparty under the Assigned Agreement and continue to perform its obligations under the Assigned Agreement in favor of the Substitute Owner.

(b) Right to Cure. The Consenting Party agrees that in the event of a default by the Borrower in the performance of any of its obligations under the Assigned Agreement, or upon the occurrence or non-occurrence of any event or condition under the Assigned Agreement which would immediately or with the passage of any applicable grace period or the giving of notice, or both, enable the Consenting Party to terminate or suspend its obligations or exercise any other right or remedy under the Assigned Agreement or under applicable law (hereinafter a “Default”), the Consenting Party will continue to perform its obligations under the Assigned Agreement and will not exercise any such right or remedy until it first gives written notice of such Default to the Collateral Agent and affords the Collateral Agent, the Collateral Agent’s designee and the Lenders a period of at least thirty (30) days (or if such Default is a non-monetary default, such longer period not to exceed ninety (90) days as is required, so long as any such party has commenced and is diligently pursuing appropriate action to cure such Default within fifteen (15) days) in addition to any cure period provided to the Borrower; provided, however, that if any such party is prohibited from curing any such Default by any process, stay or injunction, then the time periods specified in this Section 1(b) for curing a Default shall be extended for the period of such prohibition.

(c) No Termination, Assignment or Material Amendments. The Consenting Party will not, without the prior written consent of the Collateral Agent, enter into any consensual termination of, or assign or consent to the Borrower's assignment of, the Assigned Agreement; provided, however, that notwithstanding the foregoing the Consenting Party may from time to time, in accordance with the applicable provisions of the Borrower’s FERC Gas Tariff and the regulations of the FERC as may be amended from time to time, temporarily release all or a portion of the firm storage capacity to which it is entitled under the Assigned Agreement to a Replacement Customer (as that term is defined in the Tariff) that meets the creditworthiness and other criteria governing Borrower’s provision of firm storage services set forth in such Tariff. The Consenting Party will not enter into any amendment of the Assigned Agreement without the prior written consent of the Collateral Agent to the extent such amendment could reasonably be expected to have a Material Adverse Effect. For purposes of this Consent, the term “Material Adverse Effect” shall mean a material adverse effect on the Borrower, the Project or the ability of either the Borrower or the Consenting Party to perform their respective obligations under the Assigned Agreement. The parties hereto acknowledge and agree that any amendment of the Assigned Agreement that establishes new receipt or delivery points, reallocates quantities among receipt or delivery points, or extends the term of the Assigned Agreement beyond its primary term or any extension thereof at rates no less favorable to Borrower than the rates specified in the Assigned Agreement shall not be deemed to result in a Material Adverse Effect.

(d) Replacement Agreement. In the event that the Assigned Agreement is terminated as a result of any bankruptcy or insolvency proceeding affecting the Borrower, the Consenting Party will, at the option of the Collateral Agent, enter into a new agreement with the Collateral Agent (or its transferee or other nominee that owns or leases the Project) having terms substantially the same as the terms of the Assigned Agreement (subject to any conforming changes necessitated by the substitution of parties).

(e) No Liability. The Consenting Party acknowledges and agrees that none of the Collateral Agent or the Lenders shall have any liability or obligation under the Assigned Agreement as a result of this Consent, the Security Agreement or otherwise, nor shall the Collateral Agent or the Lenders be obligated or required to perform any of the Borrower's obligations under the Assigned Agreement, except during any period in which the Collateral Agent or any Lender is a Substitute Owner pursuant to Section 1(a).

(f) Payments. The Consenting Party will pay all amounts it is obligated to pay from time to time under the Assigned Agreement, if any, in the manner required by the Assigned Agreement, except that each such payment shall be made directly into the account specified on Exhibit A hereto, or to such other person or account as shall be specified from time to time by the Collateral Agent to the Consenting Party in writing.

(g) Delivery of Notices. The Consenting Party shall deliver to the Collateral Agent, concurrently with the delivery thereof to the Borrower, a copy of each material notice or demand given by the Consenting Party pursuant to the Assigned Agreement, including any and all notices or demands related to a Default, event of default, notice of suspension of performance, notice of nonpayment or as to any statutory lien available as a result of such nonpayment or an event of force majeure.

## 2. REPRESENTATIONS AND WARRANTIES OF THE CONSENTING PARTY

In order to induce the Lenders to enter into the Credit Agreement and to make the Loans, the Consenting Party makes the following representations and warranties:

(a) Organization; Power and Authority. The Consenting Party is a [\_\_\_\_\_] duly organized, validly existing and in good standing under the laws of [\_\_\_\_\_] , and is duly qualified, authorized to do business and in good standing in every jurisdiction in which the nature of its business requires it to be so qualified.

(b) Execution and Delivery; Binding Agreements. Each of this Consent and the Assigned Agreement is in full force and effect, has been duly authorized, duly executed and delivered on behalf of the Consenting Party by the appropriate officers of the Consenting Party, and constitutes the legal, valid and binding obligation of the Consenting Party, enforceable against the Consenting Party in accordance with its terms except as the enforceability thereof may be limited by (i) bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights generally, and (ii) general equitable principles (whether considered in a proceeding in equity or at law).

(c) Government Consent. All of the consents, orders, authorizations, waivers, approvals and any other action, or registration, declaration or filing with, any person, board or body, public or private (collectively, the "Approvals") necessary for the execution, delivery and performance by the Consenting Party of its obligations, and the exercise of its rights, under the Assigned Agreement and this Consent have been obtained and are in full force and effect and not subject to appeal.

(d) No Default, Amendment or Assignment. Neither the Consenting Party nor, to the Consenting Party's knowledge, any other party to the Assigned Agreement is in default of any of its obligations thereunder and no party has claimed force majeure as an excuse for performance or experienced circumstances which could form the basis for a claim of force majeure under the Assigned Agreement, which such claim and the related suspension of performance have had or can reasonably be expected to have a Material Adverse Effect. The Consenting Party and, to the Consenting Party's knowledge, each

other party to the Assigned Agreement have complied with all conditions precedent to the respective obligations of such party to perform under the Assigned Agreement. To the Consenting Party's knowledge, no event or condition exists which would either immediately or with the passage of any applicable grace period or giving of notice, or both, enable either the Consenting Party or the Borrower to terminate or suspend its obligations under the Assigned Agreement. The Assigned Agreement has not been amended, modified or supplemented in any manner. The Consenting Party has no notice of, and has not consented to, any previous assignment of all or any part of its or the Borrower's rights under the Assigned Agreement.

3. MISCELLANEOUS

(a) Notices. Except as otherwise expressly provided herein, all notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing (including by telecopy) and shall be deemed to have been duly given or made when delivered by hand, or upon actual receipt if deposited in the United States mail, postage prepaid, or, in the case of telecopy notice, when confirmation of successful transmission is received, or, in the case of a nationally recognized overnight courier service, charges prepaid, one (1) Business Day after delivery to such courier service, addressed, in the case of each party hereto, at its address set forth below, or to such other address as may be designated by any party in a written notice to the other parties hereto. All such notices and communications shall be directed as follows:

If to the Consenting Party: [\_\_\_\_\_]
[\_\_\_\_\_]
[\_\_\_\_\_]
[\_\_\_\_\_]
Telephone:[\_\_\_\_\_]
Facsimile:[\_\_\_\_\_]

If to the Borrower: [\_\_\_\_\_]
[\_\_\_\_\_]
[\_\_\_\_\_]
[\_\_\_\_\_]
Telephone:[\_\_\_\_\_]
Facsimile:[\_\_\_\_\_]

If to the Collateral Agent: [\_\_\_\_\_]
[\_\_\_\_\_]
[\_\_\_\_\_]
Telephone:[\_\_\_\_\_]
Facsimile:[\_\_\_\_\_]

(b) Governing Law; Submission to Jurisdiction. (i) THIS CONSENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.



(ii) ANY LEGAL ACTION OR PROCEEDING AGAINST ANY PARTY HERETO WITH RESPECT TO THIS

CONSENT AND ANY ACTION FOR ENFORCEMENT OF ANY JUDGMENT IN RESPECT THEREOF MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES OF AMERICA FOR THE SOUTHERN DISTRICT OF NEW YORK, AND THE CONSENTING PARTY AND THE BORROWER EACH HEREBY ACCEPTS THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS AND APPELLATE COURTS FROM ANY APPEAL THEREOF. THE CONSENTING PARTY AND THE BORROWER EACH IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO SUCH PARTY AT ITS ADDRESS REFERRED TO IN SECTION 3(a). THE CONSENTING PARTY AND THE BORROWER EACH HEREBY IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY OF THE AFORESAID ACTIONS OR PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS CONSENT BROUGHT IN THE COURTS REFERRED TO ABOVE AND HEREBY FURTHER IRREVOCABLY WAIVES AND AGREES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. NOTHING HEREIN SHALL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED IN ANY OTHER JURISDICTION.

(c) Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN CONNECTION WITH THIS CONSENT OR ANY MATTER ARISING HEREUNDER.

(d) Counterparts. This Consent may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

(e) Headings Descriptive. The headings of the several Sections and subsections of this Consent are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Consent.

(f) Severability. In case any provision in or obligation under this Consent shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

(g) Amendment. None of the terms and conditions of this Consent may be amended, supplemented, modified or waived, nor may any consent under or with respect to such terms and conditions be granted, unless each of the parties hereto agrees thereto in writing.

(h) No Waiver; Remedies Cumulative. No failure or delay on the part of the Collateral Agent or any other Secured Party in exercising any right, power or privilege hereunder and no course of dealing between the Consenting Party and the Collateral Agent or any other Secured Party shall operate as a waiver of any such right, power or privilege.

(i) Entire Agreement. This Consent, together with any other agreement or instrument executed in connection herewith, is intended by the parties hereto as a final expression of their agreement as to the

matters covered hereby. In the event of any conflict between the terms, conditions and provisions of this Consent and the Assigned Agreement, the terms, conditions and provisions of this Consent shall prevail.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Consent as of the date first above written.

[\_\_\_\_\_] ,  
Consenting Party

By: \_\_\_\_\_  
Name:  
Title:

[\_\_\_\_\_] ,  
Borrower

By: \_\_\_\_\_  
Name:  
Title:

[\_\_\_\_\_] ,  
as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

EXHIBIT A

PAYMENT INSTRUCTIONS

Account Description:

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1. [Reserved for Future Use]

Reserved for Future Use.

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