

**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.