# 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 CHEYENE'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

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

Storage Inventory following the end of the contract term.

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.