

**Rate Schedules  
Index**

Description/Title

1. FSS Rate Schedule
2. NNSS Rate Schedule
3. FP Rate Schedule
4. FL Rate Schedule
5. FHBS Rate Schedule
6. EISS Rate Schedule
7. EILS Rate Schedule
8. EIWS Rate Schedule
9. ISS Rate Schedule
10. IHBS Rate Schedule
11. IP Rate Schedule
12. IW Rate Schedule
13. IL Rate Schedule

**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

Curtailment 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 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 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.