

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

1. AVAILABILITY

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

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

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

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

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

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

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

2. APPLICABILITY AND CHARACTER OF SERVICE

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

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

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

3. RATES AND CHARGES

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

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

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

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

4. INVOICE

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

5. TERM

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

6. AUTHORIZATION, RATES, TERMS AND CHANGES

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

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

7. CURTAILMENT

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

8. GENERAL TERMS AND CONDITIONS

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