



East Cheyenne Gas Storage, LLC

May 12, 2025

Debbie-Anne A. Reese, Secretary
Federal Energy Regulatory Commission
888 First Street, NE, Room 1A
Washington, DC 20426

Re: East Cheyenne Gas Storage, LLC
Administrative Changes
Docket No. RP25-____-000

Dear Secretary Reese:

Pursuant to Section 154.7 of the regulations of the Federal Energy Regulatory Commission ("Commission" or "FERC"),¹ East Cheyenne Gas Storage, LLC ("East Cheyenne") hereby submits for filing in its FERC Gas Tariff, First Revised Volume No. 1 ("Tariff") the following revised tariff sections ("Proposed Tariff Sections") with an effective date of June 11, 2025.

<u>Section Name</u>	<u>Section Version</u>
FSS Rate Statement	1.0.0
NNSS Rate Statement	1.0.0
FPS Rate Statement	1.0.0
FLS Rate Statement	1.0.0
FHBS Rate Statement	1.0.0
EISS Rate Statement	1.0.0
EILS Rate Statement	1.0.0
EIWS Rate Statement	1.0.0
ISS Rate Statement	1.0.0
IHBS Rate Statement	1.0.0
IPS Rate Statement	1.0.0
IWS Rate Statement	1.0.0
ILS Rate Statement	1.0.0
GT&C Section 4 – Capacity Release	1.0.0

State of Nature, Reason, and Basis for Filing

East Cheyenne is submitting the Proposed Tariff Sections to reflect various administrative changes to its Tariff. Specifically, East Cheyenne proposes to:

¹ 18 CFR § 154.7 (2024).

- Include in each of its Rate Statements the Uniform Resource Locator that links to the section of FERC's website related to the currently effective ACA charge;
- Correct references to the time period covered by short-term and long-term capacity releases in Sections 4.3(a) and 4.3(b) of the General Terms and Conditions ("GT&C"), so that short-term releases are for periods of one year or less and long-term releases are related to periods of greater than one year; and
- Change the method of document delivery in GT&C Section 4.6(c) from facsimile to email.

Materials Submitted with Filing

In accordance with the applicable provisions of the Commission's regulations, East Cheyenne submits the following materials:

1. An eTariff XML filing package containing the Proposed Tariff Sections in electronic format;
2. A PDF file of the clean Proposed Tariff Sections for posting in the Commission's eLibrary;
3. A PDF file of the marked Proposed Tariff Sections for posting in the Commission's eLibrary; and
4. This transmittal letter.

Procedural Matters

Pursuant to the Commission's regulations, East Cheyenne is submitting this filing via electronic filing. East Cheyenne requests that the Commission grant all waivers of its regulations necessary for the Proposed Tariff Sections to become effective on June 11, 2025. If the Commission suspends the Proposed Tariff Sections, East Cheyenne hereby moves to place the accepted Proposed Tariff Sections into effect at the end of the suspension period, if any, specified in the Commission order permitting the proposed changes to go into effect without change. If the Commission directs East Cheyenne to change any aspect of East Cheyenne's proposal prior to these Proposed Tariff Sections becoming effective, East Cheyenne reserves the right to file a later motion to place the Proposed Tariff Sections into effect.

In compliance with 18 CFR § 154.204(f), East Cheyenne states that it has no other filings pending before the Commission that will significantly affect the Proposed Tariff Sections tendered in this proceeding.

East Cheyenne respectfully requests that all Commission orders and correspondence, as well as pleadings and correspondence from other persons concerning this filing, be served upon the following:

L. Drew Cutright
Vice President, Regulatory Affairs
Tallgrass Energy, LP
370 Van Gordon Street
Lakewood, CO 80228
303-763-3438
drew.cutright@tallgrass.com

Stewart P. Merrick
Assistant General Counsel
Tallgrass Energy, LP
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Lakewood, CO 80228
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stewart.merrick@tallgrass.com

A copy of this filing is being served on East Cheyenne's customers and all interested state commissions. A copy of this filing is also available for inspection during regular business hours at East Cheyenne's office in Lakewood, Colorado.

Ms. Debbie-Anne A. Reese, Secretary

May 12, 2025

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Certification

The signature on this filing constitutes a certification that (1) I have read the filing; (2) the statements contained herein are true and correct to the best of my information and belief; and (3) I possess full power and authority to sign this filing.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "L. Drew Cutright". The signature is stylized with a large, looped initial "L" and a cursive "Cutright".

L. Drew Cutright

Vice President, Regulatory Affairs

Tallgrass Energy, LP

Authorized Representative of East Cheyenne Gas Storage, LLC

FSS RATE STATEMENT - FIRM STORAGE SERVICE*

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

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

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

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

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

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

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

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

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

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

The currently effective ACA charge is available at:
<https://ferc.gov/natural-gas/general-information/annual-charges>

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

NNSS RATE STATEMENT - NO-NOTICE STORAGE SERVICE*

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

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

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

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

The currently effective ACA charge is available at:
<https://ferc.gov/natural-gas/general-information/annual-charges>.

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

FPS RATE STATEMENT - FIRM PARKING SERVICE*

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

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

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

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

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

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

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

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

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

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

The currently effective ACA charge is available at:
<https://ferc.gov/natural-gas/general-information/annual-charges>.

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

FLS RATE STATEMENT - FIRM LOAN SERVICE*

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

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

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

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

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

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

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

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

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

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

The currently effective ACA charge is available at:
<https://ferc.gov/natural-gas/general-information/annual-charges>.

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

FHBS RATE STATEMENT - FIRM HOURLY BALANCING SERVICE*

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

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

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

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

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

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

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

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

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

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

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

The currently effective ACA charge is available at:

<https://ferc.gov/natural-gas/general-information/annual-charges>.

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

EISS RATE STATEMENT – ENHANCED INTERRUPTIBLE STORAGE SERVICE*

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

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

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

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

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

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

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

The currently effective ACA charge is available at:

<https://ferc.gov/natural-gas/general-information/annual-charges>.

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

EILS RATE STATEMENT – ENHANCED INTERRUPTIBLE LOAN SERVICE*

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

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

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

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

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

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

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

The currently effective ACA charge is available at:

<https://ferc.gov/natural-gas/general-information/annual-charges>.

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

EIWS RATE STATEMENT – ENHANCED INTERRUPTIBLE WHEELING SERVICE*

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

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

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

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

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

The currently effective ACA charge is available at:
<https://ferc.gov/natural-gas/general-information/annual-charges>.

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

ISS RATE STATEMENT - INTERRUPTIBLE STORAGE SERVICE*

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

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

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

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

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

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

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

The currently effective ACA charge is available at:

<https://ferc.gov/natural-gas/general-information/annual-charges>.

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

IHBS RATE STATEMENT - INTERRUPTIBLE HOURLY BALANCING SERVICE*

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

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

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

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

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

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

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

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

The currently effective ACA charge is available at:

<https://ferc.gov/natural-gas/general-information/annual-charges>.

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

IPS RATE STATEMENT - INTERRUPTIBLE PARKING SERVICE

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

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

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

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

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

The currently effective ACA charge is available at:

<https://ferc.gov/natural-gas/general-information/annual-charges>.

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

IWS RATE STATEMENT - INTERRUPTIBLE WHEELING SERVICE*

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

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

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

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

The currently effective ACA charge is available at:
<https://ferc.gov/natural-gas/general-information/annual-charges>.

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

ILS RATE STATEMENT - INTERRUPTIBLE LOAN SERVICE*

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

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

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

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

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

The currently effective ACA charge is available at:

<https://ferc.gov/natural-gas/general-information/annual-charges>.

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

4. CAPACITY RELEASE

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

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

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

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

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

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

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

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

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

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

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

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

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

The Capacity Release timeline is as follows:

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

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

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

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

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

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

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

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

4.6 Bidding and Selection of Replacement Customer.

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

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

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

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

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

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

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

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

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

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

4.11 Rights and Obligations of the Parties.

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

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

4.13 Limitations.

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

(2) Early Evening Recall Notification:

(A) A Releasing Customer recalling capacity should provide notice of such recall to EAST CHEYENNE and the first Replacement Customer no later than 3:00 P.M. on the Day that Evening Nominations are due;

(B) EAST CHEYENNE shall provide notification of such recall to all affected Replacement Customers no later than 4:00 P.M. on the Day that Evening Nominations are due;

(3) Evening Recall Notification:

(A) A Releasing Customer recalling capacity should provide notice of such recall to EAST CHEYENNE and the first Replacement Customer no later than 5:00 P.M. on the Day that Evening Nominations are due;

(B) EAST CHEYENNE shall provide notification of such recall to all affected Replacement Customers no later than 6:00 P.M. on the Day that Evening Nominations are due;

(4) Intraday 1 Recall Notification:

(A) A Releasing Customer recalling capacity should provide notice of such recall to EAST CHEYENNE and the first Replacement Customer no later than 7:00 A.M. on the Day that Intraday 1 Nominations are due;

(B) EAST CHEYENNE shall provide notification of such recall to all affected Replacement Customers no later than 8:00 A.M. on the Day that Intraday 1 Nominations are due; and

(5) Intraday 2 Recall Notification:

(A) A Releasing Customer recalling capacity should provide notice of such recall to EAST CHEYENNE and the first Replacement Customer no later than 12:00 noon on the Day that Intraday 2 Nominations are due;

(B) EAST CHEYENNE shall provide notification of such recall to all affected Replacement Customers no later than 1:00 P.M. on the Day that Intraday 2 Nominations are due; and

(6) Intraday 3 Recall Notification:

(A) A Releasing Customer recalling capacity should provide notice of such recall to EAST CHEYENNE and the first Replacement Customer no later than 4:00 P.M. on the Day that Intraday 3 Nominations are due;

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

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

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

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

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

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

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

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

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

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

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

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

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

FSS RATE STATEMENT - FIRM STORAGE SERVICE*

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

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

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

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

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

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

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

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

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

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

The currently effective ACA charge is available at:
<https://ferc.gov/natural-gas/general-information/annual-charges>

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

NNSS RATE STATEMENT - NO-NOTICE STORAGE SERVICE*

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

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

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

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

The currently effective ACA charge is available at:
<https://ferc.gov/natural-gas/general-information/annual-charges>.

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

FPS RATE STATEMENT - FIRM PARKING SERVICE*

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

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

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

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

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

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

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

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

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

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

The currently effective ACA charge is available at:
<https://ferc.gov/natural-gas/general-information/annual-charges>.

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

FLS RATE STATEMENT - FIRM LOAN SERVICE*

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

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

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

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

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

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

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

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

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

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

The currently effective ACA charge is available at:
<https://ferc.gov/natural-gas/general-information/annual-charges>.

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

FHBS RATE STATEMENT - FIRM HOURLY BALANCING SERVICE*

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

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

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

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

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

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

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

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

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

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

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

The currently effective ACA charge is available at:
<https://ferc.gov/natural-gas/general-information/annual-charges>.

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

EISS RATE STATEMENT – ENHANCED INTERRUPTIBLE STORAGE SERVICE*

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

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

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

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

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

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

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

The currently effective ACA charge is available at:
<https://ferc.gov/natural-gas/general-information/annual-charges>.

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

EILS RATE STATEMENT – ENHANCED INTERRUPTIBLE LOAN SERVICE*

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

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

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

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

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

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

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

The currently effective ACA charge is available at:
<https://ferc.gov/natural-gas/general-information/annual-charges>.

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

EIWS RATE STATEMENT – ENHANCED INTERRUPTIBLE WHEELING SERVICE*

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

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

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

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

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

The currently effective ACA charge is available at:
<https://ferc.gov/natural-gas/general-information/annual-charges>.

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

ISS RATE STATEMENT - INTERRUPTIBLE STORAGE SERVICE*

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

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

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

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

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

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

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

The currently effective ACA charge is available at:
<https://ferc.gov/natural-gas/general-information/annual-charges>.

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

IHBS RATE STATEMENT - INTERRUPTIBLE HOURLY BALANCING SERVICE*

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

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

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

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

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

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

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

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

The currently effective ACA charge is available at:

<https://ferc.gov/natural-gas/general-information/annual-charges>.

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

IPS RATE STATEMENT - INTERRUPTIBLE PARKING SERVICE

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

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

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

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

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

The currently effective ACA charge is available at:
<https://ferc.gov/natural-gas/general-information/annual-charges>.

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

IWS RATE STATEMENT - INTERRUPTIBLE WHEELING SERVICE*

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

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

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

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

The currently effective ACA charge is available at:
<https://ferc.gov/natural-gas/general-information/annual-charges>.

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

ILS RATE STATEMENT - INTERRUPTIBLE LOAN SERVICE*

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

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

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

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

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

The currently effective ACA charge is available at:
<https://ferc.gov/natural-gas/general-information/annual-charges>.

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

4. CAPACITY RELEASE

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

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

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

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

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

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

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

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

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

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

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

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

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

The Capacity Release timeline is as follows:

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

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

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

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

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

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

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

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

4.6 Bidding and Selection of Replacement Customer.

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

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

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

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

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

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

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

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

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

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

4.11 Rights and Obligations of the Parties.

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

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

4.13 Limitations.

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

(2) Early Evening Recall Notification:

(A) A Releasing Customer recalling capacity should provide notice of such recall to EAST CHEYENNE and the first Replacement Customer no later than 3:00 P.M. on the Day that Evening Nominations are due;

(B) EAST CHEYENNE shall provide notification of such recall to all affected Replacement Customers no later than 4:00 P.M. on the Day that Evening Nominations are due;

(3) Evening Recall Notification:

(A) A Releasing Customer recalling capacity should provide notice of such recall to EAST CHEYENNE and the first Replacement Customer no later than 5:00 P.M. on the Day that Evening Nominations are due;

(B) EAST CHEYENNE shall provide notification of such recall to all affected Replacement Customers no later than 6:00 P.M. on the Day that Evening Nominations are due;

(4) Intraday 1 Recall Notification:

(A) A Releasing Customer recalling capacity should provide notice of such recall to EAST CHEYENNE and the first Replacement Customer no later than 7:00 A.M. on the Day that Intraday 1 Nominations are due;

(B) EAST CHEYENNE shall provide notification of such recall to all affected Replacement Customers no later than 8:00 A.M. on the Day that Intraday 1 Nominations are due; and

(5) Intraday 2 Recall Notification:

(A) A Releasing Customer recalling capacity should provide notice of such recall to EAST CHEYENNE and the first Replacement Customer no later than 12:00 noon on the Day that Intraday 2 Nominations are due;

(B) EAST CHEYENNE shall provide notification of such recall to all affected Replacement Customers no later than 1:00 P.M. on the Day that Intraday 2 Nominations are due; and

(6) Intraday 3 Recall Notification:

(A) A Releasing Customer recalling capacity should provide notice of such recall to EAST CHEYENNE and the first Replacement Customer no later than 4:00 P.M. on the Day that Intraday 3 Nominations are due;

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

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

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

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

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

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

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

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

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

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

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

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

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