

Monroe Gas Storage Company, LLC
FERC Gas Tariff

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT
UNDER RATE SCHEDULE FSS and FWS

Service Agreement No. _____

This UMBRELLA SERVICE AGREEMENT, made and entered into this ____ day of _____ by and between MONROE GAS STORAGE COMPANY, LLC (“Operator”) and _____ (“Replacement Customer”), pursuant to the following recitals and representations.

WHEREAS, Operator owns and operates a high-deliverability natural gas reservoir storage facility located in Monroe County, Mississippi (“Facility”), and is authorized to provide natural gas storage and related services in interstate commerce by way of such Facility; and

WHEREAS, Replacement Customer has requested that Operator provide certain natural gas services for Replacement Customer; and

WHEREAS, Operator has agreed to provide such services for Replacement Customer subject to the terms and conditions set forth in this Agreement.

WITNESSETH; That in consideration of the mutual covenants and promises herein contained, the Replacement Customer and Operator hereby agree as follows:

Section 1. Scope Of Agreement. Subject to the terms, conditions and limitations hereof, so long as the financial evaluation and credit appraisal requirements are met in order for Replacement Customer to be on Operator’s approved bidder list for capacity releases and execute this Umbrella Service Agreement pursuant to Section 6.8 of Operator’s General Terms and Conditions, and this Umbrella Service Agreement is effective, Replacement Customer may bid from time to time on proposed capacity releases under Rate Schedule FSS and FWS pursuant to the procedure set forth in Section 6.8 of Operator’s General Terms and Conditions. If at any time a bid submitted by Replacement Customer is accepted by Operator with respect to a given capacity release, Operator will promptly finalize by means of Operator’s EIM System the appropriate Addendum to this Umbrella Service Agreement, in the format attached hereto. The parties agree that each Addendum is an integral part of this Umbrella Service Agreement as if executed by the parties hereto and fully copied and set forth herein at length and is binding on the parties hereto. Upon finalization of such Addendum, Replacement Customer and Operator agree that Replacement Customer shall be considered for all purposes as a Customer with respect to the released service.

Upon the finalization of an Addendum, subject to the terms, conditions and limitations hereof and of Operator’s Rate Schedule FSS or FWS, Operator agrees to provide the released service for Replacement Customer under the applicable rate schedule, provided however, the Replacement Customer qualified under the financial evaluation and credit appraisal requirements set forth in Section 6.2 of Operator’s General Terms and Conditions at the time it submitted the bid Operator

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accepted with respect to such release.

Replacement Customer hereby agrees to promptly provide any information necessary for Operator to reevaluate Operator's credit appraisal as contemplated by Section 6.2 of Operator's General Terms and Conditions and to advise Operator of any material change in the information previously provided by the Replacement Customer to Operator.

Section 2. Term. This Agreement shall become effective on _____ and shall remain in force and effect until _____ and thereafter, unless this Umbrella Service Agreement is terminated as hereinafter provided. If Operator determines at any time that Replacement Customer fails to meet the financial standards or credit criteria of Section 6.2 of the General Terms and Conditions, Operator may terminate this Agreement and all Addenda attached hereto prospectively in accordance with Section 6.2 the General Terms and Conditions.

Section 3. Rate Schedules. This Umbrella Service Agreement does not have separate terms and conditions for particular services, but only provides a means for a Replacement Customer to utilize a service subject to the applicable provisions of the relevant Service Agreement and the terms and conditions for Rate Schedule FSS and FWS, by finalization of a copy of an Addendum attached hereto and fully incorporated herein as a part of this Umbrella Service Agreement.

Replacement Customer agrees that Operator shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the terms and conditions of this Umbrella Service Agreement, pursuant to which service hereunder is rendered, (b) any provision of Rate Schedule FSS, (c) any provision of Rate Schedule FWS, or (d) any provision of the General Terms and Conditions applicable to this Umbrella Service Agreement. Operator agrees that the Replacement Customer may protest or contest the aforementioned filings, and the Replacement Customer does not waive any rights it may have with respect to such filings.

Section 4. Notices. Except as herein otherwise provided or as provided in the General Terms and Conditions of this FERC Gas Tariff, any notice, request, demand, Schedule, bill or payment provided for in this Umbrella Service Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered certified, or regular mail to the post office address of the parties hereto, as the case may be, as follows:

Operator:

Cardinal Gas Storage Partners LLC
Monroe Gas Storage Company, LLC
Three Riverway, Suite 1250
Houston, TX 77056
Attn: Contract Administrator
Telephone: 713-350-2500
Fax: 713-350-2550
Email: CardinalContractAdmin@cardinalgs.com

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Customer: _____

Such contact information shall be used until changed by either party by written notice.

Section 5. Law of Agreement. THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW. THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY CONSENT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF TEXAS FOR ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND AGREE NOT TO COMMENCE ANY ACTION, SUIT OR PROCEEDING RELATED THERETO EXCEPT IN SUCH COURTS. THE PARTIES HERETO FURTHER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT IN THE COURTS OF THE STATE OF TEXAS, AND HEREBY FURTHER IRREVOCABLY AND UNCONDITIONALLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION, SUIT OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES.

Section 6. Relationship Between Replacement Customer and Releasing Customer. The parties recognize that, pursuant to Commission orders, Releasing Customer may require that the Replacement Customer agree that a breach of this Agreement, including a failure to pay, or to pay timely, by Replacement Customer under this Agreement, constitutes a breach of contract as between Replacement Customer and Releasing Customer. The existence of such an agreement will be indicated on the appropriate Addendum to this Capacity Release Umbrella Agreement. If Replacement Customer fails to pay Operator, fails to timely pay Operator, or otherwise breaches this Agreement with Operator: (a) both Replacement Customer and Releasing Customer (except to the extent otherwise provided in Section 6.8 of the General Terms and Conditions and except with respect to penalties attributable to Replacement Customer's conduct) shall be liable to Operator for such failure to pay or breach (it being understood that nothing in this Section 6 relieves Releasing Customer from responsibility to pay Operator in accordance with its service agreements with Operator) and (b) if, as a result of such breach by Replacement Customer, Releasing Customer is accordingly required to pay Operator or otherwise perform, Releasing Customer may have a cause of action for breach against Replacement Customer.

Section 7. Transfer and Assignment of All Agreements. Any company that succeeds by purchase, merger, or consolidation to the properties, substantially as an entirety, of Operator or of Customer, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Otherwise no assignment of this Agreement or any of the rights or obligations hereunder shall be made by Customer, except pursuant to the General Terms and Conditions of Operator's Tariff.

It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either party to the Agreement from pledging or mortgaging its rights hereunder as security for its indebtedness.

Section 8. Miscellaneous

- a. This Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings and representations, whether written or oral, respecting the subject matter hereof are superseded by this Agreement. No modification of the terms and provisions of this Agreement shall be made except by the execution by both Parties of a written agreement.
- b. If any provision of this Agreement is declared null and void or voidable by a court of competent jurisdiction, such declaration shall in no way affect the validity or effectiveness of the other provisions of this Agreement, which shall remain in full force and effect, and the Parties shall thereafter use their commercially reasonable efforts to agree upon an equitable adjustment of the provisions of this Agreement with a view to effecting its purpose.
- c. No presumption shall operate in favor of or against any party as a result of any responsibility or role that any party may have had in the drafting of this Agreement.
- d. This Agreement shall not create any rights in third parties, and no provisions hereof shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than Operator or Customer.
- e. This Agreement may be executed in counterparts, and all such executed counterparts shall form part of this Agreement. A signature delivered by facsimile or electronically shall be deemed to be an original signature for all purposes.

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IN WITNESS WHEREOF, the parties hereto have caused this Umbrella Service Agreement to be duly signed by their respective Presidents, Vice Presidents or other duly authorized agents and their respective corporate seals to be hereto affixed and attested by their representative Secretaries or Assistant Secretaries, as of the date first above written.

CUSTOMER

By _____

Title _____

Attest _____

MONROE GAS STORAGE COMPANY, LLC

By _____

Title _____

Attest _____

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FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT
UNDER RATE SCHEDULE FSS and FWS

Deal No.: _____
Operator Addendum Contract No.: _____
Capacity Release Umbrella Agreement No.: _____

Addendum No. _____

Replacement Customer: _____

Releasing Customer: _____

Releasing Customer's Contract No.: _____

Begin Date of Release: _____

End Date of Release: _____

Rates:

| | |
|---------------------------------|--------------------------------------|
| FSS: Storage Reservation Charge | \$ _____ per Dth of MSQ |
| Storage Injection Charge | \$ _____ per Dth Injected |
| Storage Withdraw Charge | \$ _____ per Dth Withdrawn |
| Excess Injection Charge | [Negotiable] |
| Excess Withdrawal Charge | [Negotiable] |
| Excess Capacity Charge | [Negotiable] |
| Fuel Reimbursement | [Negotiable Dollars] or ___% in kind |
| Title Transfer Charge | [Negotiable] |

| | |
|----------------------------------|--------------------------------------|
| FWS: Wheeling Reservation Charge | \$ _____ per Dth of MDFTQ per Day |
| Wheeling Usage Charge | \$ _____ per Dth |
| Fuel Reimbursement | [Negotiable Dollars] or ___% in kind |

Surcharges:

| Description | Rate |
|-------------|----------|
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT
UNDER RATE SCHEDULE FSS and FWS

Addendum No. _____

Volume Commitment

(Dth/Billing Period)

Maximum Storage Quantity (MSQ): _____ (Dth) per Month

Maximum Daily Injection Quantity (MDIQ): _____ (Dth)

Maximum Daily Withdrawal Quantity (MDWQ): _____ (Dth)

Maximum Daily Firm Wheeling Quantity (MDFTQ): _____ (Dth)

Specific Firm Point(s) of Receipt:

| M&R# | MDRQ | Effective From | Effective To |
|-------|-------|----------------|--------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

Specific Firm Point(s) of Delivery:

| M&R# | MDDQ | Effective From | Effective To |
|-------|-------|----------------|--------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

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FORM OF SERVICE AGREEMENT FOR CAPACITY
RELEASE UMBRELLA AGREEMENT UNDER RATE
SCHEDULE FSS and FWS

Addendum No. _____

Is this capacity subject to right of recall? Yes ___ No ___
Recall Conditions (if applicable):

Are there any restrictions on released capacity? Yes ___ No ___

Restrictions (if applicable):

Was Operator's default bid evaluation criteria used? Yes ___ No ___

Evaluation Criteria (if applicable):

Were contingent bids accepted? Yes ___ No ___

Contingency comments (if applicable):

Other Terms and Conditions of Release: [e.g., restrictions on release, third-party agent and terms of third-party agency relationship, and agreements between Replacement Customer and Releasing Customer]

This Addendum, entered into, pursuant to Operator's capacity release program and to the executed Capacity Release Umbrella Agreement between Operator and the Replacement Customer, is theretofore made a part of and subject to the aforementioned Capacity Release Umbrella Agreement.