

FORM OF SERVICE AGREEMENT
HUB SERVICES
(APPLICABLE TO RATE SCHEDULES IPS, ILS, IWS, IBTS AND IBS)

Service Agreement No. _____

Customer agrees to obtain the following services from Operator (check and initial all that apply):

- Interruptible Parking Service
- Interruptible Loan Service
- Interruptible Wheeling Service
- Interruptible Imbalance Trading Service
- Interruptible Balancing Service
- All of the above

Customer shall be deemed to have declined any options above that are not checked and initialed by an authorized representative of Customer. In the event that this Agreement is executed in multiple parts, the original executed by Customer shall control what service options have been elected.

THIS AGREEMENT, made and entered into this _____ day of _____ by and between MONROE GAS STORAGE COMPANY, LLC (“Operator”) and _____ (“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, Customer has requested that Operator provide certain hub storage services for Customer; and

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

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

Section 1. Service to be Rendered and Election of Optional Contract Terms.

(a) Operator shall perform and Customer shall receive the service in accordance with the provisions of the effective Rate Schedules IPS, ILS, IWS, IBTS, and/or IBS, as applicable, the applicable General Terms and Conditions of Operator’s FERC Gas Tariff, First Revised Volume No. 1 (“Tariff”) on file with the Federal Energy Regulatory Commission (“Commission”), as the same may be amended or superseded in accordance with the rules and regulation of the

Commission, and this Agreement. Operator shall, on any Day, provide interruptible service for Customer and shall receive, inject, park, loan, store, wheel, withdraw and redeliver the quantities of natural gas up to Customer's MDIQ, MDRQ, MDWQ, MPQ, MLQ, MDDQ, and/or MDTQ, as applicable and as set forth in Exhibit A hereto.

Operator's obligation to accept gas from Customer, and Customer's right to cause Operator to redeliver a thermally equivalent quantity of gas to Customer, less applicable Fuel Reimbursement, is limited to Customer's MDIQ, MDRQ, MDWQ, MPQ, MLQ, MDDQ, and/or MDTQ, as applicable, specified on Exhibit A attached hereto at the Point(s) of Receipt and Delivery specified on Exhibit B attached hereto. Service hereunder shall be provided subject to the provisions of Part 284 of the Commission's Regulations.

Customer agrees that Operator shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (i) the terms and conditions of this Service Agreement, pursuant to which service hereunder is rendered, (ii) any provision of Rate Schedules IPS, ILS, IWS, IBTS and IBS or (iii) any provision of the General Terms and Conditions applicable to this Service Agreement. Operator agrees that the Customer may protest or contest the aforementioned filings, and the Customer does not waive any rights it may have with respect to such filings.

(b) Customer has the option, at its sole discretion, to elect whether to include as part of this Agreement: (i) the limitation of liability provision pursuant to Section 7 below; and (ii) the waiver of jury trial provision pursuant to Section 10 below. If Customer wishes to include either of such provisions Customer must indicate such election by checking the appropriate box in Sections 7 or 10 and placing a duly authorized representative's initials beside same. Failure to make an election pursuant to Section 7 or Section 10 shall result in such provision(s) being excluded within the terms of this Agreement. Customer's election of either provision pursuant to Section 7 or Section 10 is not a condition for obtaining service under this Agreement and Operator's Tariff and shall not affect any other provision of this Agreement. All rates, conditions and terms of service provided for in this Agreement and Operator's Tariff, as applicable, are available to Customer regardless of any election made pursuant to Sections 7 and 10 below. In the event that this Agreement is executed in multiple parts, the original executed by Customer shall control what service options have been elected.

Section 2. Receipt and Delivery Points. The point(s) at which the gas is to be tendered by Customer to Operator and the point(s) at which the gas is to be tendered by Operator to Customer under this contract shall be at the point(s) located on Operator's Facility designated on Exhibit B hereto (Customer's Receipt and Delivery Point(s)).

Section 3. Rates.

- (a) Customer agrees to pay Operator the charges for all natural gas service furnished to Customer hereunder as set forth on Exhibit A hereto.
- (b) Where applicable, Customer agrees to pay in kind or dollars Operator's fuel reimbursement costs as set forth on Exhibit A hereto.

- (c) Customer further agrees to pay Operator all other applicable taxes, fees and charges as set forth in the General Terms and Conditions and in Rate Schedules IPS, ILS, IWS, IBTS, and IBS.

Section 4. Term. This Agreement shall become effective _____ and shall remain in force and effect on a month to month basis unless terminated by either party upon at least thirty (30) days prior written notice to the other party.

Section 5. Notices. Notices to Operator under this Agreement, shall be addressed to it at:

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

Notices to Customer shall be addressed to it at:_____.

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

Section 6. Prior Agreements Cancelled. This Service Agreement supersedes and cancels, as of the effective date hereof, the following agreement between the parties hereto:_____.

Section 7. Law of Agreement and Optional Limitation of Liability. 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 8. Warehousemen's Lien.

(a) CUSTOMER HEREBY ACKNOWLEDGES THAT OPERATOR SHALL BE ENTITLED TO, AND OPERATOR HEREBY CLAIMS, A LIEN ON ALL GAS RECEIVED BY OPERATOR FROM CUSTOMER, AND ALL PROCEEDS THEREOF, UPON SUCH RECEIPT BY OPERATOR, AS PROVIDED IN SECTION 7-209 OF THE TEXAS UNIFORM COMMERCIAL CODE WITH THE RIGHTS OF ENFORCEMENT AS PROVIDED THEREIN AND HEREIN. IN NO WAY LIMITING THE FOREGOING, CUSTOMER HEREBY ACKNOWLEDGES THAT OPERATOR SHALL BE ENTITLED TO, AND OPERATOR HEREBY CLAIMS, A LIEN FOR ALL CHARGES FOR STORAGE OR TRANSPORTATION (INCLUDING DEMURRAGE AND TERMINAL CHARGES), INSURANCE, LABOR, OR CHARGES PRESENT OR FUTURE IN RELATION TO THE RECEIVED GAS, AND FOR EXPENSES NECESSARY FOR PRESERVATION OF THE RECEIVED GAS OR REASONABLY INCURRED IN THE SALE THEREOF, PURSUANT TO LAW, AND THAT SUCH LIEN SHALL EXTEND TO LIKE CHARGES AND EXPENSES IN RELATION TO ALL SUCH RECEIVED GAS.

(b) IF DEEMED NECESSARY BY A COURT OF LAW, PURSUANT TO SECTION 7-202(2) OF THE TEXAS UNIFORM COMMERCIAL CODE, CUSTOMER HEREBY AGREES THAT:

(i) THIS AGREEMENT, WITH ALL SCHEDULES AND EXHIBITS HERETO, AND ALL OF THE MONTHLY SCHEDULES RENDERED BY OPERATOR TO CUSTOMER PURSUANT TO THE GENERAL TERMS AND CONDITIONS CONTAINED IN OPERATOR'S TARIFF, SHALL BE DEEMED A "WAREHOUSE RECEIPT" FOR ALL PURPOSES WITH RESPECT TO ARTICLE 7 OF THE TEXAS UNIFORM COMMERCIAL CODE, REGARDLESS OF WHEN THE GAS STORED PURSUANT TO THE CONTRACT IS RECEIVED,

(ii) THE LOCATION OF THE WAREHOUSE, TO WHOM THE GAS WILL BE DELIVERED, RATE OF STORAGE AND HANDLING CHARGES, AND DESCRIPTION OF THE GOODS ARE AS SET FORTH, RESPECTIVELY, IN OF THE GENERAL TERMS AND CONDITIONS, EXHIBIT B OF THIS AGREEMENT, SECTION 3 OF THIS AGREEMENT (CROSS-REFERENCING THE THEN CURRENT RATE SCHEDULES IPS, ILS, IWS, IBTS AND IBS FOR MONROE GAS STORAGE COMPANY, LLC AND GENERAL TERMS AND CONDITIONS OF OPERATOR'S TARIFF ON FILE WITH THE FEDERAL ENERGY REGULATORY COMMISSION, AND EXHIBIT A TO THIS AGREEMENT) AND SECTIONS 1.22, 9 AND 10 OF THE GENERAL TERMS AND CONDITIONS,

(iii) THE ISSUE DATE OF THE WAREHOUSE RECEIPT WITH RESPECT TO EACH RECEIPT OF GAS SHALL BE DEEMED TO BE THE DATE

SUCH GAS WAS RECEIVED,

(iv) THE CONSECUTIVE NUMBER OF THE RECEIPT SHALL BE DEEMED BASED ON THE DATES OF RECEIPT WHEN LISTED IN CHRONOLOGICAL ORDER, BEGINNING WITH THE FIRST RECEIPT OF GAS UNDER THE TERMS OF THE CONTRACT, AND

(v) THE SIGNATURE OF OPERATOR ON THE CONTRACT SHALL BE DEEMED TO BE THE SIGNATURE OF THE WAREHOUSEMAN.

Section 9. 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 10. 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in several counterparts by their proper officers thereunto duly authorized as of the date first hereinabove written.

CUSTOMER

MONROE GAS STORAGE COMPANY,
LLC

By _____ By _____

Title _____ Title _____

Date _____ Date _____

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HUB SERVICES
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EXHIBIT A

To _____ Contract No. _____
Between
Monroe Gas Storage Company, LLC (Operator)
And
_____ (Customer)

Pursuant to the _____ Agreement executed by Customer on _____,
Customer hereby directs and requests Operator to do the following:

<u>QUANTITY</u>	<u>RECEIPT POINT(S)</u>	<u>DELIVERY POINT(S)</u>	<u>TERM</u>
_____ Dth (TOTAL)	_____ Interconnect	_____ Interconnect	_____ to _____
_____ Dth (TOTAL)	_____ Interconnect	_____ Interconnect	_____ to _____
_____ Dth (TOTAL)	_____ Interconnect	_____ Interconnect	_____ to _____

Requested Service or Components Thereof:

Maximum Park Quantity	_____ Dth
Maximum Daily Wheeling Quantity	_____ Dth
Maximum Balancing Quantity	_____ Dth
Maximum Loan Quantity	_____ Dth
Maximum Daily Injection Quantity	_____ Dth
Maximum Daily Withdrawal Quantity	_____ Dth
Maximum Imbalance Trading Quantity	_____ Dth

Service Commencement Month _____, _____
Through

Service Termination Month _____, _____ (for record-keeping purposes, fill
in this date once termination notice is received pursuant to Section 4)

Operator and Customer agree that the following charges shall apply to this _____
Transaction (as applicable):

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EXHIBIT B

To Hub Services Agreement No. _____
Between Monroe Gas Storage Company, LLC (Operator)
And _____(Customer)

Receipt and/or Delivery Points:

PIPELINE	METER #	COUNTY/PARISH	STATE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____