

**FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULES FSS, NNSS, FPS, FLS AND FHBS**

Service Agreement No. _____

This Capacity Release Umbrella Agreement, made and entered into this ____ day of _____, _____ by and between _____, a _____ (herein called "Replacement Customer"), and EAST CHEYENNE GAS STORAGE, LLC, a Delaware limited liability company herein called "EAST CHEYENNE", (each of EAST CHEYENNE and Customer, a "Party," and collectively, the "Parties").

W I T N E S S E T H:

WHEREAS,

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, the Replacement Customer and EAST CHEYENNE hereby agree as follows:

ARTICLE I
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 EAST CHEYENNE's approved bidder list for capacity releases and to execute this Capacity Release Umbrella Agreement pursuant to Section 4 of the General Terms and Conditions of EAST CHEYENNE's FERC Gas Tariff, and this Capacity Release Umbrella Agreement is effective, Replacement Customer may bid from time to time on proposed capacity releases under Rate Schedules FSS, NNSS, FPS, FLS and FHBS pursuant to the procedure set forth in Section 4 of EAST CHEYENNE's General Terms and Conditions. If at any time a bid submitted by Replacement Customer is accepted by EAST CHEYENNE with respect to a given capacity release, EAST CHEYENNE will promptly finalize the appropriate Addendum to this Capacity Release Umbrella Agreement, in the format attached hereto. The Parties agree that each Addendum is an integral part of this Capacity Release Umbrella 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 EAST CHEYENNE 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 EAST CHEYENNE's Rate Schedules FSS, NNSS, FPS, FLS, and FHBS EAST CHEYENNE agrees to provide the released service for Replacement Customer under the applicable Rate Schedule; provided, however, the Replacement Customer shall have qualified under the financial evaluation and credit appraisal requirements set forth in Section 3 of EAST CHEYENNE's General Terms and Conditions at the time it submitted the bid EAST CHEYENNE accepted with respect to such release.

Replacement Customer hereby agrees promptly to provide any information necessary for EAST CHEYENNE to reevaluate EAST CHEYENNE's credit appraisal as contemplated by Section 3 of EAST CHEYENNE's General Terms and Conditions and to advise EAST CHEYENNE of any material change in the information previously provided by the Replacement Customer to EAST CHEYENNE.

ARTICLE II
TERM OF AGREEMENT

The term of this Capacity Release Umbrella Agreement shall commence on _____ [this blank may include a date certain or a date set forth in or established by a relevant order from the Federal Energy Regulatory Commission] and shall remain in force and effect until _____ and _____ to _____ thereafter unless this Capacity Release Umbrella Agreement is terminated as hereinafter provided [or, when applicable, "shall continue for a term of ____ years"]. If EAST CHEYENNE determines at any time that Replacement Customer fails to meet the financial standards or credit criteria of Section 3 of the General Terms and Conditions, EAST CHEYENNE may terminate this Capacity Release Umbrella Agreement and all Addenda attached hereto prospectively in accordance with Section 3 the General Terms and Conditions of EAST CHEYENNE's FERC Gas Tariff.

ARTICLE III
RATE SCHEDULES

This Capacity Release Umbrella Agreement does not have separate terms and conditions for particular services, but only provides a means by which a Replacement Customer may utilize a service subject to the applicable provisions of the relevant Storage Service Agreement and the terms and conditions for Rate Schedules FSS, NNSS, FPS, FLS and FHBS, by finalization of a copy of an Addendum attached hereto and fully incorporated herein as a part of this Capacity Release Umbrella Agreement.

Replacement Customer agrees that EAST CHEYENNE shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to this Capacity Release Umbrella Agreement (b) the terms and conditions of this Capacity Release Umbrella Agreement, pursuant to which service hereunder is rendered or (c) any provision of the General Terms and Conditions, Rate Schedule, or Form of Service Agreement applicable to this Capacity Release Umbrella Agreement. EAST CHEYENNE 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.

ARTICLE IV
ADDRESSES

Except as herein otherwise provided or as provided in the General Terms and Conditions of EAST CHEYENNE's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Capacity Release Umbrella 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:

ARTICLE V
LIMITATION OF REMEDIES, LIABILITY AND DAMAGES

Unless expressly herein provided, neither Party shall be liable to the other for indirect, special, consequential, incidental, punitive or exemplary damages.

ARTICLE VI - MISCELLANEOUS

6.1 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.

6.2 No waiver by a Party of any default(s) by the other Party in the performance of any provision, condition or requirement of this Agreement shall operate or be construed as a waiver of any future default(s), whether of a like or of a different character, nor in any manner release the defaulting Party from performance of any other provision, condition or requirement set forth herein.

6.3 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.

6.4 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.

6.5 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 EAST CHEYENNE or Customer.

6.6 This Agreement may be executed in counterparts, and all such executed counterparts shall form part of this Agreement. A signature delivered by facsimile shall be deemed to be an original signature for purposes of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Capacity Release Umbrella Agreement to be 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 respective Secretaries or Assistant Secretaries, as of the Day and year first above written.

Customer:

Name of Authorized Representative:

Title

Signature:

Date:

EAST CHEYENNE:

Name of Authorized Representative:

Title

Signature:

Date:

Deal No.: _____

Addendum Contract No.: _____

Capacity Release Umbrella Agreement No.: _____

Addendum No. _____

Capacity Release

Rate Schedule _____

Replacement Customer: _____

Releasing Customer: _____

Releasing Customer's Contract No.: _____

Begin Date of Release: _____

End Date of Release: _____

Rates: [Volumetric or Reservation]

Reservation Charge \$ _____

Surcharges:

Description	Rate
_____	\$ _____
_____	\$ _____
_____	\$ _____

Volume Commitment

(Dth/Billing Period)

Maximum Storage Quantity (MSQ) (FSS and FHBS only): _____ (Dth)

No-Notice Maximum Daily Quantity (NNSS only): _____ (Dth)

Maximum Park Quantity (FPS only): _____ (Dth)

Maximum Loan Quantity (FLS only): _____ (Dth)

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

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

Maximum Hourly FHBS Quantity (FHBS only): _____ (Dth)

Specific Firm Point(s) of Receipt:

M&R#	MDRQ	Effective From	Effective To
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Specific Firm Point(s) of Delivery:

M&R#	MDDQ	Effective From	Effective To
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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):

Were EAST CHEYENNE'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 EAST CHEYENNE's capacity release program and to the executed Capacity Release Umbrella Agreement between EAST CHEYENNE and the Replacement Customer, is hereby made a part of and subject to the aforementioned Capacity Release Umbrella Agreement.