

## Forms of Service Agreements

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**FIRM STORAGE SERVICE AGREEMENT**

**(For Use Under Rate Schedule FSS)**

Service Agreement No. \_\_\_\_\_

This Agreement is made as of the \_\_\_\_\_ day of, \_\_\_\_\_, by and between EAST CHEYENNE GAS STORAGE, LLC, a Delaware limited liability company herein called "EAST CHEYENNE," and, \_\_\_\_\_ an, \_\_\_\_\_ herein called "Customer," (each of EAST CHEYENNE and Customer, a "Party," and collectively, the "Parties"), pursuant to the following recitals and representations:

WHEREAS, EAST CHEYENNE owns and operates an underground natural gas storage facility known as the East Cheyenne Facility, and is authorized to provide natural gas storage and related services in interstate commerce by way of the East Cheyenne gas storage facility; and

WHEREAS, Customer has requested that EAST CHEYENNE provide certain firm natural gas storage services for Customer; and

WHEREAS, EAST CHEYENNE has agreed to provide such firm storage services for Customer subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, EAST CHEYENNE and Customer agree as follows:

**ARTICLE I - SCOPE OF AGREEMENT**

Following the commencement of service hereunder, in accordance with the terms of EAST CHEYENNE's Rate Schedule FSS, and of this Agreement, EAST CHEYENNE shall on any Day receive for injection into storage in the East Cheyenne gas storage facility for Customer's account a quantity of Gas up to Customer's Maximum Daily Injection Quantity as set forth on Exhibit A hereto (subject to the injection ratchets set forth in Exhibit A), shall store in the aggregate quantities of Gas so injected up to a Maximum Storage Quantity as set forth on Exhibit A hereto (on a cumulative basis), and on demand on any Day shall withdraw from Customer's Storage Inventory and deliver to Customer a quantity of Gas up to Customer's Maximum Daily Withdrawal Quantity as set forth on Exhibit A hereto (subject to the withdrawal ratchets set forth in Exhibit A).

[In the event that a precedent agreement for a new or an expansion project contains credit provisions applicable to Customer's capacity related to such project, the following language shall be included in Customer's Service Agreement: "The credit requirements applicable to this Service Agreement are set forth in that certain Precedent Agreement dated \_\_\_\_\_ between EAST CHEYENNE and Customer related to this Service Agreement."]

**ARTICLE II – POINTS OF RECEIPT AND DELIVERY**

The point(s) at which the Gas is to be tendered by Customer to EAST CHEYENNE under this Agreement shall be the point(s) designated on Exhibit A hereto as Customer's Point(s) of Receipt.

The point(s) at which the Gas is to be tendered by EAST CHEYENNE to Customer under this Agreement shall be the point(s) designated on Exhibit A hereto as Customer's Point(s) of Delivery.

### ARTICLE III - PRICE

3.1 Customer agrees to pay EAST CHEYENNE the charges set forth on Exhibit A hereto for all Gas storage service furnished to Customer hereunder.

3.2 Customer further agrees to pay EAST CHEYENNE all other applicable fees and charges as set forth in the General Terms and Conditions and in Rate Schedule FSS.

3.3 Customer shall reimburse EAST CHEYENNE for all applicable taxes as may be assessed against EAST CHEYENNE for the receipt, injection, storage, withdrawal and/or delivery of Customer's Gas. In addition, Customer shall reimburse EAST CHEYENNE for Customer's pro rata portion, calculated using the same methodology as that used to assess the tax, of all ad valorem taxes, property taxes and/or other similar taxes on Customer's Gas in storage assessed against and paid by EAST CHEYENNE.

### ARTICLE IV - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

This Agreement shall be subject to the terms and conditions specified in EAST CHEYENNE's Rate Schedule FSS and the provisions of EAST CHEYENNE's FERC Gas Tariff, as filed with the Federal Energy Regulatory Commission, together with the General Terms and Conditions applicable thereto (including any changes in said Rate Schedule, Tariff or General Terms and Conditions as may from time to time be filed and made effective by EAST CHEYENNE).

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

### ARTICLE V - TERM OF AGREEMENT

This Agreement shall be effective as of \_\_\_\_\_, \_\_\_\_ [this blank may include a date certain, a date either earlier or later than a specified date certain based on the completion of construction of facilities necessary to provide service under the Agreement, a date set forth in or established by a relevant order from the Federal Energy Regulatory Commission, or a commencement date as defined in a precedent agreement between Customer and EAST CHEYENNE] and shall remain in force and effect until \_\_\_\_\_, \_\_\_\_ [or, when applicable, "shall continue for a term of \_\_\_\_ years"] (the "Primary Term"); provided that this Agreement shall remain in effect until the expiration of any transaction(s) executed by the Parties pursuant to this Agreement. Pre-granted abandonment shall apply upon termination of this Agreement.

### ARTICLE VI - NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and may be sent by facsimile transmission or mailed to the post office address of the Party intended to receive the same, as follows:

EAST CHEYENNE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

CUSTOMER:

NOTICES:

Attention:

BILLING:

Attention:

or to such other address as either Party shall designate by formal written notice to the other. In all instances, the Parties shall use their best efforts to provide notice by facsimile prior to 5 p.m. Mountain Time. Notice received before 5 p.m. Mountain Time shall be deemed effective the day of receipt. Notice received after 5 p.m. Mountain Time shall be deemed effective the day following receipt.

#### ARTICLE VII - TRANSFER AND ASSIGNMENT OF ALL AGREEMENTS

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of EAST CHEYENNE 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 thereunder shall be made by Customer, except pursuant to the General Terms and Conditions of EAST CHEYENNE's FERC Gas 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 thereunder as security for its indebtedness. Pursuant to Section 26 of the General Terms and Conditions of EAST CHEYENNE's FERC Gas Tariff, from time to time EAST CHEYENNE may request that Customer execute a Consent and Agreement, on the form provided in EAST CHEYENNE's FERC Gas Tariff, in favor of lenders providing financing in support of the East Cheyenne Gas Storage Project or any expansion thereof. Customer shall execute such Consent and Agreement within thirty (30) days of EAST CHEYENNE's request.

#### ARTICLE VIII - 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, OR SUCH OTHER STATE AS APPLICABLE CONSISTENT WITH SECTION 36 OF THE GENERAL TERMS AND CONDITIONS OF EAST CHEYENNE'S FERC GAS TARIFF, IN EITHER CASE WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

ARTICLE IX - 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. Notwithstanding the foregoing, nothing in this Article IX shall limit the liability of either Party to the other Party, if any, arising out of gross negligence, willful misconduct, or bad faith actions.

ARTICLE X - PRIOR AGREEMENTS CANCELLED

EAST CHEYENNE and Customer agree that this Agreement, as of the date hereof, shall supersede and cancel the following Agreement(s) between the Parties hereto:

Storage Service Agreement, dated \_\_\_\_\_, \_\_\_\_.

ARTICLE XI - WAREHOUSEMEN'S LIEN

11.1 CUSTOMER HEREBY ACKNOWLEDGES THAT EAST CHEYENNE SHALL BE ENTITLED TO, AND EAST CHEYENNE HEREBY CLAIMS, A LIEN ON ALL GAS RECEIVED BY EAST CHEYENNE FROM CUSTOMER, AND ALL PROCEEDS THEREOF, UPON SUCH RECEIPT BY EAST CHEYENNE, 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 EAST CHEYENNE SHALL BE ENTITLED TO, AND EAST CHEYENNE 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.

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

(i) THIS AGREEMENT, WITH ALL SCHEDULES AND EXHIBITS HERETO, AND ALL OF THE MONTHLY STATEMENTS RENDERED BY EAST CHEYENNE TO CUSTOMER PURSUANT TO THE GENERAL TERMS AND CONDITIONS CONTAINED IN EAST CHEYENNE'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 THE PREAMBLE OF THIS AGREEMENT, EXHIBIT A OF THIS AGREEMENT, THE MONTHLY INVOICE (AS DESCRIBED IN SECTION 13.1 OF THE GENERAL TERMS AND CONDITIONS) AND SECTION 2 (DEFINITION OF "GAS") 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 EAST CHEYENNE ON THE CONTRACT SHALL BE DEEMED TO BE THE SIGNATURE OF THE WAREHOUSEMAN.

#### ARTICLE XII - MISCELLANEOUS

12.1. 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.

12.2. 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.

12.3. 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.

12.4. 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.

12.5. 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.

12.6. 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 have caused this Agreement to be duly executed in several counterparts by their authorized agents as of the date first written above.

**Customer: EAST CHEYENNE:**

Name of Authorized Representative:

\_\_\_\_\_

Title \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Authorized Representative:

\_\_\_\_\_

Title \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A to the Firm Storage Service Agreement

Between EAST CHEYENNE and

\_\_\_\_\_ (Customer) Dated \_\_\_\_\_

Service Agreement No. \_\_\_\_\_

## Transaction Confirmation

Customer is a municipal utility to which Part 6, Section 36 of EAST  
CHEYENNE's FERC Gas Tariff

Yes \_\_\_\_\_ No \_\_\_\_\_

Maximum Storage Quantity ("MSQ") \_\_\_\_\_ Dth  
 Maximum Daily Injection Quantity ("MDIQ") \_\_\_\_\_ Dth/d  
 Maximum Daily Withdrawal Quantity ("MDWQ") \_\_\_\_\_ Dth/d  
 (see ratchet limitations below for MDIQ and MDWQ )  
 Storage Overrun Quantity \_\_\_\_\_ Dth

Primary Receipt Point \_\_\_\_\_ \*  
 Maximum Daily Receipt Quantity ("MDRQ") \_\_\_\_\_ Dth/d\*

Primary Delivery Point \_\_\_\_\_ \*  
 Maximum Daily Delivery Quantity ("MDDQ") \_\_\_\_\_ Dth/d\*

Service Start Date \_\_\_\_\_  
 Service End Date \_\_\_\_\_

Storage Reservation Charge \_\_\_\_\_ \$/Dth per month  
 Storage Injection Charge \_\_\_\_\_ \$/Dth  
 Storage Withdrawal Charge \_\_\_\_\_ \$/Dth  
 Authorized Overrun Charge \_\_\_\_\_ \$/Dth  
 Excess Injection Charge \_\_\_\_\_ \$/Dth  
 Excess Withdrawal Charge \_\_\_\_\_ \$/Dth  
 Title Transfer Charge \_\_\_\_\_ \$/Dth  
 Injection Fuel Reimbursement \_\_\_\_\_ (in-kind %)  
 Withdrawal Fuel Reimbursement \_\_\_\_\_ (in-kind %)

\* Add additional lines for multiple Receipt and/or Delivery Points. Any Receipt Point not listed above shall have an MDRQ of zero (0) and any Delivery Point not listed above shall have an MDDQ of zero. Customer shall have the right to use any Receipt Point for receipt quantities of Gas in excess of its MDRQ (subject to its MDIQ for all Receipt Points) and any Delivery Point for delivery of quantities of Gas in excess of its MDDQ (subject to its MDWQ for all Delivery Points) on a secondary basis.

The quantity of Gas Customer may inject and withdraw pursuant to the Firm Storage Service Agreement at any time shall be subject to the following ratchet provisions:

## Injection Ratchets:

	<u>Level of MSQ</u>	<u>MDIQ (Dth/d)</u>
1.	No Injection Ratchets (0% - 100%)	[100% of MDIQ]
2.	0% - [A percentage anywhere between 30% to 50%]	[100% of MDIQ]
	Greater than [A percentage between 30% and 50%] - 100%	[60% of MDIQ]
3.	0% - 50%	[100% of MDIQ]
	Greater than 50% - 75%	[75% of MDIQ]
	Greater than 75% - 100%	[50% of MDIQ]
4.	0% - 49.999%	[100% of MDIQ]
	50% - 100%	[50% of MDIQ]

## Withdrawal Ratchets:

	<u>Level of MSQ</u>	<u>MDWQ (Dth/d)</u>
1.	No Withdrawal Ratchets (100% - 0%)	[100% of MDWQ]
2.	100% - [A percentage anywhere between 40% to 60%]	[100% of MDWQ]
	Less than [A percentage anywhere between 40% to 60%] - 25%	[80% of MDWQ]
	Less than 25% - 0%	[48% of MDWQ]
3.	100% - 75%	[100% of MDWQ]
	Less than 75% - 50%	[50% of MDWQ]
	Less than 50% - 0 %	[30% of MDWQ]
4.	100% - 50%	[100% of MDWQ]
	49.999% - 0%	[66.666% of MDWQ]

This Exhibit A shall supersede and cancel the Exhibit A dated: \_\_\_\_\_.

**Customer:**

**EAST CHEYENNE:**

Name of Authorized Representative:

Name of Authorized Representative:

\_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Note: EAST CHEYENNE and Customer may enter into a transaction for storage or hub services pursuant to the Transaction Confirmation Procedure set forth at Section 32 of the General Terms and Conditions of EAST CHEYENNE's FERC Gas Tariff.

**NO-NOTICE STORAGE SERVICE AGREEMENT**

**(For Use Under Rate Schedule NNSS)**

Service Agreement No. \_\_\_\_\_

This Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between EAST CHEYENNE GAS STORAGE, LLC, a Delaware limited liability company herein called "EAST CHEYENNE," and \_\_\_\_\_, an \_\_\_\_\_, herein called "Customer," (each of EAST CHEYENNE and Customer, a "Party," and collectively, the "Parties"), pursuant to the following recitals and representations:

WHEREAS, EAST CHEYENNE owns and operates an underground natural gas storage facility known as the East Cheyenne Facility, and is authorized to provide natural gas storage and related services in interstate commerce by way of the East Cheyenne gas storage facility; and

WHEREAS, Customer has requested that EAST CHEYENNE provide certain firm no-notice natural gas storage services for Customer; and

WHEREAS, EAST CHEYENNE has agreed to provide such firm no-notice storage services for Customer subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, EAST CHEYENNE and Customer agree as follows:

**ARTICLE I - SCOPE OF AGREEMENT**

Following the commencement of service hereunder, in accordance with the terms of EAST CHEYENNE's Rate Schedule NNSS, and of this Agreement, EAST CHEYENNE shall on any Day allow Customer to deviate (plus or minus) by any amount up to Customer's No-Notice Maximum Daily Quantity as set forth on Exhibit A hereto, at points specified in Exhibit A, from its nominations under the Firm Storage Service Agreement between Customer and EAST CHEYENNE as designated on Exhibit A. Any such deviations shall be netted against Customer's FSS Storage Inventory, provided that customer's FSS Storage Inventory shall not be permitted to exceed Customer's FSS Maximum Storage Quantity or to fall below zero (0).

**ARTICLE II – POINTS OF RECEIPT AND DELIVERY**

The point(s) at which the Gas is to be tendered by Customer to EAST CHEYENNE under this Agreement shall be the point(s) designated on Exhibit A hereto as Customer's Point(s) of Receipt.

The point(s) at which the Gas is to be tendered by EAST CHEYENNE to Customer under this Agreement shall be the point(s) designated on Exhibit A hereto as Customer's Point(s) of Delivery.

**ARTICLE III - PRICE**

1. Customer agrees to pay EAST CHEYENNE the charges set forth on Exhibit A hereto for all Gas no-notice service furnished to Customer hereunder.

2. Customer further agrees to pay EAST CHEYENNE all other applicable fees and charges as set forth in the General Terms and Conditions and in Rate Schedule NNSS.

3. Customer shall reimburse EAST CHEYENNE for all applicable taxes as may be assessed against EAST CHEYENNE for the receipt, injection, storage, withdrawal and/or delivery of Customer's Gas. In addition, Customer shall reimburse EAST CHEYENNE for Customer's pro rata portion, calculated using the same methodology as that used to assess the tax, of all ad valorem taxes, property taxes and/or other similar taxes on Customer's Gas in storage assessed against and paid by EAST CHEYENNE.

#### ARTICLE IV - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

This Agreement shall be subject to the terms and conditions specified in EAST CHEYENNE's Rate Schedule NNSS and the provisions of EAST CHEYENNE's FERC Gas Tariff, as filed with the Federal Energy Regulatory Commission, together with the General Terms and Conditions applicable thereto (including any changes in said Rate Schedule, Tariff or General Terms and Conditions as may from time to time be filed and made effective by EAST CHEYENNE).

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

#### ARTICLE V - TERM OF AGREEMENT

This Agreement shall be effective as of, \_\_\_\_\_, \_\_\_\_ [this blank may include a date certain, a date either earlier or later than a specified date certain based on the completion of construction of facilities necessary to provide service under the agreement, a date set forth in or established by a relevant order from the Federal Energy Regulatory Commission, or a commencement date as defined in a precedent agreement between Customer and EAST CHEYENNE] and shall remain in force and effect until, \_\_\_\_\_, \_\_\_\_ [or, when applicable, "shall continue for a term of \_\_\_\_ years"] (the "Primary Term"); provided that this Agreement shall remain in effect until the expiration of any transaction(s) executed by the Parties pursuant to this Agreement. Pre-granted abandonment shall apply upon termination of this Agreement.

#### ARTICLE VI - NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and may be sent by facsimile transmission or mailed to the post office address of the Party intended to receive the same, as follows:

EAST CHEYENNE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

CUSTOMER:

## NOTICES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

## BILLING:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

or to such other address as either Party shall designate by formal written notice to the other. In all instances, the Parties shall use their best efforts to provide notice by facsimile prior to 5 p.m. Mountain Time. Notice received before 5 p.m. Mountain Time shall be deemed effective the day of receipt. Notice received after 5 p.m. Mountain Time shall be deemed effective the day following receipt.

## ARTICLE VII - TRANSFER AND ASSIGNMENT OF ALL AGREEMENTS

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of EAST CHEYENNE 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 thereunder shall be made by Customer, except pursuant to the General Terms and Conditions of EAST CHEYENNE's FERC Gas 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 thereunder as security for its indebtedness. Pursuant to Section 26 of the General Terms and Conditions of EAST CHEYENNE's FERC Gas Tariff, from time to time EAST CHEYENNE may request that Customer execute a Consent and Agreement, on the form provided in EAST CHEYENNE's FERC Gas Tariff, in favor of lenders providing financing in support of the East Cheyenne Gas Storage Project or any expansion thereof. Customer shall execute such Consent and Agreement within thirty (30) days of EAST CHEYENNE's request.

## ARTICLE VIII - 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, OR SUCH OTHER STATE AS APPLICABLE CONSISTENT WITH SECTION 36 OF THE GENERAL TERMS AND CONDITIONS OF EAST CHEYENNE'S FERC GAS TARIFF, IN EITHER CASE WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

## ARTICLE IX - 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. Notwithstanding the foregoing, nothing in this Article IX shall limit the liability of either Party to the other Party, if any, arising out of gross negligence, willful misconduct, or bad faith actions.

## ARTICLE X - PRIOR AGREEMENTS CANCELLED

EAST CHEYENNE and Customer agree that this Agreement, as of the date hereof, shall supersede and cancel the following Agreement(s) between the Parties hereto:

Storage Service Agreement, dated \_\_\_\_\_, \_\_\_\_.

#### ARTICLE XI - MISCELLANEOUS

10.1. 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.

10.2. 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.

10.3. 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.

10.4. 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.

10.5. 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.

10.6. 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 have caused this Agreement to be duly executed in several counterparts by their authorized agents as of the date first written above.

**Customer: EAST CHEYENNE:**

Name of Authorized Representative:

\_\_\_\_\_

Title

\_\_\_\_\_

Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_

Name of Authorized Representative:

\_\_\_\_\_

Title

\_\_\_\_\_

Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_

Exhibit A to the NO-NOTICE STORAGE SERVICE AGREEMENT  
between EAST CHEYENNE and

\_\_\_\_\_ (Customer)

dated \_\_\_\_\_

## Transaction Confirmation

Customer is a municipal utility to which Part 6, Section 36 of EAST  
CHEYENNE's FERC Gas Tariff

Yes \_\_\_\_\_ No \_\_\_\_\_

This No-Notice Storage Service Transaction shall permit deviations from quantities nominated under the following Rate Schedule FSS firm storage service agreement between EAST CHEYENNE and Customer:

Contract No. \_\_\_\_\_  
dated \_\_\_\_\_

No-Notice Maximum Daily Quantity \_\_\_\_\_ Dth

Primary Receipt Point (from Rate Schedule FSS) \_\_\_\_\_ \*  
Maximum Daily Receipt Quantity ("MDRQ") \_\_\_\_\_ Dth\*Primary Delivery Point (from Rate Schedule FSS) \_\_\_\_\_ \*  
Maximum Daily Delivery Quantity ("MDDQ") \_\_\_\_\_ Dth \*Service Start Date \_\_\_\_\_  
Service End Date \_\_\_\_\_

No-Notice Reservation Charge \_\_\_\_\_ \$/Dth per month

\* Add additional lines for multiple Receipt and/or Delivery Points. Any Receipt Point not listed above shall have an MDRQ of zero (0) and any Delivery Point not listed above shall have an MDDQ of zero. Customer shall have the right to use any Receipt Point for receipt quantities of Gas in excess of its MDRQ (subject to its MDIQ for all Receipt Points) and any Delivery Point for delivery of quantities of Gas in excess of its MDDQ (subject to its MDWQ for all Delivery Points) on a secondary basis.

This Exhibit A shall supersede and cancel the Exhibit A dated: \_\_\_\_\_.

**Customer: EAST CHEYENNE:**

Name of Authorized Representative:

\_\_\_\_\_

Name of Authorized Representative:

\_\_\_\_\_

Title

\_\_\_\_\_

Title

\_\_\_\_\_

Signature:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Note: EAST CHEYENNE and Customer may enter into a transaction for storage or hub services pursuant to the Transaction Confirmation Procedure set forth at Section 32 of the General Terms and Conditions of EAST CHEYENNE's FERC Gas Tariff.

**FIRM PARKING SERVICE AGREEMENT**

**(For Use Under Rate Schedule FPS)**

Service Agreement No. \_\_\_\_\_

This Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, by and between EAST CHEYENNE GAS STORAGE, LLC, a Delaware limited liability company herein called "EAST CHEYENNE," and \_\_\_\_\_ an \_\_\_\_\_, herein called "Customer," (each of EAST CHEYENNE and Customer, a "Party," and collectively, the "Parties"), pursuant to the following recitals and representations:

WHEREAS, EAST CHEYENNE owns and operates an underground natural gas storage facility known as the East Cheyenne Facility, and is authorized to provide natural gas storage and related services in interstate commerce by way of the East Cheyenne gas storage facility; and

WHEREAS, Customer has requested that EAST CHEYENNE provide certain firm parking natural gas storage services for Customer; and

WHEREAS, EAST CHEYENNE has agreed to provide such firm parking storage services for Customer subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, EAST CHEYENNE and Customer agree as follows:

**ARTICLE I - SCOPE OF AGREEMENT**

Following the commencement of service hereunder, in accordance with the terms of EAST CHEYENNE's Rate Schedule FPS, and of this Agreement, EAST CHEYENNE shall on any Day of the Injection Period receive for injection into storage for Customer's account a quantity of Gas up to Customer's Maximum Daily Injection Quantity as set forth on Exhibit A hereto, shall store quantities of Gas so injected in the East Cheyenne Gas Storage, LLC underground gas storage facility located in Colorado, up to a Maximum Park Quantity as set forth on Exhibit A (on a cumulative basis), and on demand on any Day during the Withdrawal Period shall allow Customer to withdraw from Customer's Storage Inventory and deliver to Customer a quantity of Gas up to Customer's Maximum Daily Withdrawal Quantity as set forth on Exhibit A. Injections shall occur pursuant to any transaction under this Agreement during the Injection Period as set forth on Exhibit A, such that Customer's Storage Inventory at the end of the Injection Period is equal to Customer's Maximum Park Quantity. Withdrawals shall occur pursuant to any transaction under this Agreement during the Withdrawal Period as set forth on Exhibit A, such that Customer's Storage Inventory shall equal zero (0) at the end of the Withdrawal Period. There shall be no injections or withdrawals under this Agreement from the end of the Injection Period until the beginning of the Withdrawal Period.

**ARTICLE II – POINTS OF RECEIPT AND DELIVERY**

The point(s) at which the Gas is to be tendered by Customer to EAST CHEYENNE under this Agreement shall be the point(s) designated on Exhibit A hereto as Customer's Point(s) of Receipt.

The point(s) at which the Gas is to be tendered by EAST CHEYENNE to Customer under this Agreement shall be the point(s) designated on Exhibit A hereto as Customer's Point(s) of Delivery.

### ARTICLE III - PRICE

1. Customer agrees to pay EAST CHEYENNE the charges set forth on Exhibit A for all Gas storage service furnished to Customer hereunder.
2. Customer further agrees to pay EAST CHEYENNE all other applicable fees and charges as set forth in the General Terms and Conditions and in Rate Schedule FPS.
3. Customer shall reimburse EAST CHEYENNE for all applicable taxes as may be assessed against EAST CHEYENNE for the receipt, injection, storage, withdrawal and/or delivery of Customer's Gas. In addition, Customer shall reimburse EAST CHEYENNE for Customer's pro rata portion, calculated using the same methodology as that used to assess the tax, of all ad valorem taxes, property taxes and/or other similar taxes on Customer's Gas in storage assessed against and paid by EAST CHEYENNE.

### ARTICLE IV - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

This Agreement shall be subject to the terms and conditions specified in EAST CHEYENNE's Rate Schedule FPS and the provisions of EAST CHEYENNE's FERC Gas Tariff, as filed with the Federal Energy Regulatory Commission, together with the General Terms and Conditions applicable thereto (including any changes in said Rate Schedule, Tariff or General Terms and Conditions as may from time to time be filed and made effective by EAST CHEYENNE).

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

### ARTICLE V - TERM OF AGREEMENT

This Agreement shall be effective as of \_\_\_\_\_, \_\_\_\_ [this blank may include a date certain, a date either earlier or later than a specified date certain based on the completion of construction of facilities necessary to provide service under the Agreement, a date set forth in or established by a relevant order from the Federal Energy Regulatory Commission, or a commencement date as defined in a precedent agreement between Customer and EAST CHEYENNE] and shall remain in force and effect until \_\_\_\_\_, \_\_\_\_ [or, when applicable, "shall continue for a term of \_\_\_\_ years"]; (the "Primary Term"); provided that this Agreement shall remain in effect until the expiration of any transaction(s) executed by the Parties pursuant to this Agreement. Pre-granted abandonment shall apply upon termination of this Agreement.

### ARTICLE VI - NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and may be sent by facsimile transmission or mailed to the post office address of the Party intended to receive the same, as follows:

EAST CHEYENNE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

CUSTOMER:

NOTICES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

BILLING:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

or to such other address as either Party shall designate by formal written notice to the other. In all instances, the Parties shall use their best efforts to provide notice by facsimile prior to 5 p.m. Mountain Time. Notice received before 5 p.m. Mountain Time shall be deemed effective the day of receipt. Notice received after 5 p.m. Mountain Time shall be deemed effective the day following receipt.

#### ARTICLE VII - TRANSFER AND ASSIGNMENT OF ALL AGREEMENTS

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of EAST CHEYENNE 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 thereunder shall be made by Customer, except pursuant to the General Terms and Conditions of EAST CHEYENNE's FERC Gas 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 thereunder as security for its indebtedness. Pursuant to Section 26 of the General Terms and Conditions of EAST CHEYENNE's FERC Gas Tariff, from time to time EAST CHEYENNE may request that Customer execute a Consent and Agreement, on the form provided in EAST CHEYENNE's FERC Gas Tariff, in favor of lenders providing financing in support of the East Cheyenne Gas Storage Project or any expansion thereof. Customer shall execute such Consent and Agreement within thirty (30) days of EAST CHEYENNE's request.

#### ARTICLE VIII - 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, OR SUCH OTHER STATE AS APPLICABLE CONSISTENT WITH SECTION 36 OF THE GENERAL TERMS AND CONDITIONS OF EAST CHEYENNE'S FERC GAS TARIFF, IN EITHER CASE WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

ARTICLE IX - 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. Notwithstanding the foregoing, nothing in this Article IX shall limit the liability of either Party to the other Party, if any, arising out of gross negligence, willful misconduct, or bad faith actions.

ARTICLE X - PRIOR AGREEMENTS CANCELLED

EAST CHEYENNE and Customer agree that this Agreement, as of the date hereof, shall supersede and cancel the following Agreement(s) between the Parties hereto:

Storage Service Agreement, dated \_\_\_\_\_, \_\_\_\_.

ARTICLE XI - WAREHOUSEMEN'S LIEN

11.1 CUSTOMER HEREBY ACKNOWLEDGES THAT EAST CHEYENNE SHALL BE ENTITLED TO, AND EAST CHEYENNE HEREBY CLAIMS, A LIEN ON ALL GAS RECEIVED BY EAST CHEYENNE FROM CUSTOMER, AND ALL PROCEEDS THEREOF, UPON SUCH RECEIPT BY EAST CHEYENNE, 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 EAST CHEYENNE SHALL BE ENTITLED TO, AND EAST CHEYENNE 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.

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

(i) THIS AGREEMENT, WITH ALL SCHEDULES AND EXHIBITS HERETO, AND ALL OF THE MONTHLY STATEMENTS RENDERED BY EAST CHEYENNE TO CUSTOMER PURSUANT TO THE GENERAL TERMS AND CONDITIONS CONTAINED IN EAST CHEYENNE'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 THE PREAMBLE OF THIS AGREEMENT, EXHIBIT A TO THIS AGREEMENT, THE MONTHLY INVOICE (AS DESCRIBED IN SECTION 13.1 OF THE GENERAL TERMS AND CONDITIONS) AND SECTION 2 (DEFINITION OF "GAS") 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 EAST CHEYENNE ON THE CONTRACT SHALL BE DEEMED TO BE THE SIGNATURE OF THE WAREHOUSEMAN.

#### ARTICLE XII - MISCELLANEOUS

12.1. 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.

12.2. 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.

12.3. 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.

12.4. 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.

12.5. 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.

12.6. 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 have caused this Agreement to be duly executed in several counterparts by their authorized agents as of the date first written above.

**Customer: EAST CHEYENNE:**

Name of Authorized Representative:

\_\_\_\_\_

Title

\_\_\_\_\_

Signature:

\_\_\_\_\_

Name of Authorized Representative:

\_\_\_\_\_

Title

\_\_\_\_\_

Signature:

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit A to the Firm Parking Service Agreement  
between EAST CHEYENNE and  
\_\_\_\_\_ (Customer)

Transaction Confirmation

Customer is a municipal utility to which Part 6, Section 36 of EAST CHEYENNE's FERC Gas Tariff

Yes \_\_\_\_\_ No \_\_\_\_\_

Maximum Parking Quantity ("MPQ")	_____ Dth
Maximum Daily Injection Quantity ("MDIQ")	_____ Dth
Maximum Daily Withdrawal Quantity ("MDWQ")	_____ Dth
Storage Overrun Quantity	_____ Dth

Primary Receipt Point	_____ *
Maximum Daily Receipt Quantity ("MDRQ")	_____ Dth*

Primary Delivery Point	_____ *
Maximum Daily Delivery Quantity ("MDDQ")	_____ Dth*

Injection Period Start Date	_____
Injection Period End Date	_____

Withdrawal Period Start Date	_____
Withdrawal Period End Date	_____

Firm Parking Reservation Charge	_____ \$/Dth
Firm Parking Injection Charge	_____ \$/Dth
Firm Parking Withdrawal Charge	_____ \$/Dth
Authorized Overrun Charge	_____ \$/Dth
Excess Injection Charge	_____ \$/Dth
Excess Withdrawal Charge	_____ \$/Dth
Title Transfer Charge	_____ \$/Dth
Injection Fuel Reimbursement	_____ (in-kind %)
Withdrawal Fuel Reimbursement	_____ (in-kind %)

\* Add additional lines for multiple Receipt and/or Delivery Points. Any Receipt Point not listed above shall have an MDRQ of zero (0) and any Delivery Point not listed above shall have an MDDQ of zero. Customer shall have the right to use any Receipt Point for receipt quantities of Gas in excess of its MDRQ (subject to its MDIQ for all Receipt Points) and any Delivery Point for delivery of quantities of Gas in excess of its MDDQ (subject to its MDWQ for all Delivery Points) on a secondary basis.

This Exhibit A shall supersede and cancel the Exhibit A dated:\_\_\_\_\_.

**Customer: EAST CHEYENNE:**

Name of Authorized Representative:

\_\_\_\_\_

Title

\_\_\_\_\_

Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_

Name of Authorized Representative:

\_\_\_\_\_

Title

\_\_\_\_\_

Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_

Note: EAST CHEYENNE and Customer may enter into a transaction for storage or hub services pursuant to the Transaction Confirmation Procedure set forth at Section 32 of the General Terms and Conditions of EAST CHEYENNE's FERC Gas Tariff.

**FIRM LOAN SERVICE AGREEMENT**

**(For Use Under Rate Schedule FLS)**

Service Agreement No. \_\_\_\_\_

This Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between EAST CHEYENNE GAS STORAGE, LLC, a Delaware limited liability company herein called "EAST CHEYENNE," and \_\_\_\_\_, an \_\_\_\_\_, herein called "Customer," (each of EAST CHEYENNE and Customer, a "Party," and collectively, the "Parties") ,pursuant to the following recitals and representations:

WHEREAS, EAST CHEYENNE owns and operates an underground natural gas storage facility known as the East Cheyenne Facility, and is authorized to provide natural gas storage and related services in interstate commerce by way of the East Cheyenne gas storage facility; and

WHEREAS, Customer has requested that EAST CHEYENNE provide certain firm loan natural gas storage services for Customer; and

WHEREAS, EAST CHEYENNE has agreed to provide such firm loan storage services for Customer subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, EAST CHEYENNE and Customer agree as follows:

**ARTICLE I - SCOPE OF AGREEMENT**

Following the commencement of service hereunder, in accordance with the terms of EAST CHEYENNE's Rate Schedule FLS, and of this Agreement, EAST CHEYENNE shall on demand on any Day of the Withdrawal Period allow Customer to nominate for withdrawal and delivery a quantity of Gas up to Customer's Maximum Daily Withdrawal Quantity as set forth on Exhibit A hereto, and shall on any Day of the Injection Period receive for injection into storage for repayment of Customer's Loan Balance a quantity of Gas up to Customer's Maximum Daily Injection Quantity as set forth on Exhibit A. Withdrawals shall occur pursuant to any transaction under this Agreement during the Withdrawal Period as set forth on Exhibit A, such that Customer's Loan Balance at the end of the Withdrawal Period is equal to Customer's Maximum Loan Quantity as set forth on Exhibit A. Injections shall occur pursuant to any transaction under this Agreement during the Injection Period set forth on Exhibit A, such that Customer's Loan Balance shall equal zero (0) at the end of the Injection Period. There shall be no injections or withdrawals under this Agreement from the end of the Withdrawal Period until the beginning of the Injection Period.

**ARTICLE II – POINTS OF RECEIPT AND DELIVERY**

The point(s) at which the Gas is to be tendered by Customer to EAST CHEYENNE under this Agreement shall be the point(s) designated on Exhibit A hereto as Customer's Point(s) of Receipt.

The point(s) at which the Gas is to be tendered by EAST CHEYENNE to Customer under this Agreement shall be the point(s) designated on Exhibit A hereto as Customer's Point(s) of Delivery.

### ARTICLE III - PRICE

3.1. Customer agrees to pay EAST CHEYENNE the charges set forth on Exhibit "A" hereto for all Gas storage service furnished to Customer hereunder.

3.2. Customer further agrees to pay EAST CHEYENNE all other applicable fees and charges as set forth in the General Terms and Conditions and in Rate Schedule FLS.

3.3. Customer shall reimburse EAST CHEYENNE for all applicable taxes as may be assessed against EAST CHEYENNE for the receipt, injection, storage, withdrawal and/or delivery of Customer's Gas. In addition, Customer shall reimburse EAST CHEYENNE for Customer's pro rata portion, calculated using the same methodology as that used to assess the tax, of all ad valorem taxes, property taxes and/or other similar taxes on Customer's Gas in storage assessed against and paid by EAST CHEYENNE.

### ARTICLE IV - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

This Agreement shall be subject to the terms and conditions specified in EAST CHEYENNE's Rate Schedule FLS and the provisions of EAST CHEYENNE's FERC Gas Tariff, as filed with the Federal Energy Regulatory Commission, together with the General Terms and Conditions applicable thereto (including any changes in said Rate Schedule, Tariff or General Terms and Conditions as may from time to time be filed and made effective by EAST CHEYENNE).

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

### ARTICLE V - TERM OF AGREEMENT

This Agreement shall be effective as of \_\_\_\_\_, \_\_\_\_ [this blank may include a date certain, a date either earlier or later than a specified date certain based on the completion of construction of facilities necessary to provide service under the Agreement, a date set forth in or established by a relevant order from the Federal Energy Regulatory Commission, or a commencement date as defined in a precedent agreement between Customer and EAST CHEYENNE] and shall remain in force and effect until \_\_\_\_\_, \_\_\_\_ [or, when applicable, "shall continue for a term of \_\_\_\_ years"]; (the "Primary Term"); provided that this Agreement shall remain in effect until the expiration of any transaction(s) executed by the Parties pursuant to this Agreement. Pre-granted abandonment shall apply upon termination of this Agreement.

### ARTICLE VI - NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and may be sent by facsimile transmission or mailed to the post office address of the Party intended to receive the same, as follows:

EAST CHEYENNE:

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Attention: 

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CUSTOMER:

NOTICES:

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Attention: 

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BILLING:

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Attention: 

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or to such other address as either Party shall designate by formal written notice to the other. In all instances, the Parties shall use their best efforts to provide notice by facsimile prior to 5 p.m. Mountain Time. Notice received before 5 p.m. Mountain Time shall be deemed effective the day of receipt. Notice received after 5 p.m. Mountain Time shall be deemed effective the day following receipt.

#### ARTICLE VII - TRANSFER AND ASSIGNMENT OF ALL AGREEMENTS

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of EAST CHEYENNE 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 thereunder shall be made by Customer, except pursuant to the General Terms and Conditions of EAST CHEYENNE's FERC Gas 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 thereunder as security for its indebtedness. Pursuant to Section 26 of the General Terms and Conditions of EAST CHEYENNE's FERC Gas Tariff, from time to time EAST CHEYENNE may request that Customer execute a Consent and Agreement, on the form provided in EAST CHEYENNE's FERC Gas Tariff, in favor of lenders providing financing in support of the East Cheyenne Gas Storage Project or any expansion thereof. Customer shall execute such Consent and Agreement within thirty (30) days of EAST CHEYENNE's request.

#### ARTICLE VIII - 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, OR SUCH OTHER STATE AS APPLICABLE CONSISTENT WITH SECTION 36 OF THE GENERAL TERMS AND CONDITIONS OF EAST CHEYENNE'S FERC GAS TARIFF, IN EITHER CASE WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

ARTICLE IX - 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. Notwithstanding the foregoing, nothing in this Article IX shall limit the liability of either Party to the other Party, if any, arising out of gross negligence, willful misconduct, or bad faith actions.

ARTICLE X - PRIOR AGREEMENTS CANCELLED

EAST CHEYENNE and Customer agree that this Agreement, as of the date hereof, shall supersede and cancel the following Agreement(s) between the Parties hereto:

Storage Service Agreement, dated \_\_\_\_\_, \_\_\_\_.

ARTICLE XI - MISCELLANEOUS

11.1. 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.

11.2. 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.

11.3. 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.

11.4. 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.

11.5. 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.

11.6. 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 have caused this Agreement to be duly executed in several counterparts by their authorized agents as of the date first written above.

**Customer: EAST CHEYENNE:**

Name of Authorized Representative:

\_\_\_\_\_

Title \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Authorized Representative:

\_\_\_\_\_

Title \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit A to the Firm Loan Service Agreement  
between EAST CHEYENNE and  
\_\_\_\_\_ (Customer)

Transaction Confirmation

Customer is a municipal utility to which Part 6, Section 36 of EAST CHEYENNE's FERC Gas Tariff

Yes \_\_\_\_\_ No \_\_\_\_\_

Maximum Loan Quantity ("MLQ")	_____ Dth
Maximum Daily Injection Quantity ("MDIQ")	_____ Dth
Maximum Daily Withdrawal Quantity ("MDWQ")	_____ Dth
Storage Overrun Quantity	_____ Dth

Primary Receipt Point	_____ *
Maximum Daily Receipt Quantity ("MDRQ")	_____ Dth*

Primary Delivery Point	_____ *
Maximum Daily Delivery Quantity ("MDDQ")	_____ Dth*

Withdrawal Period Start Date	_____
Withdrawal Period End Date	_____

Injection Period Start Date	_____
Injection Period End Date	_____

Firm Loan Reservation Charge	_____ \$/Dth per month
Firm Loan Injection Charge	_____ \$/Dth
Firm Loan Withdrawal Charge	_____ \$/Dth

Authorized Overrun Charge	_____ Dth
Excess Injection Charge	_____ Dth
Excess Withdrawal Charge	_____ Dth
Title Transfer Charge	_____ Dth
Injection Fuel Reimbursement	_____ (in-kind %)
Withdrawal Fuel Reimbursement	_____ (in-kind %)

\* Add additional lines for multiple Receipt and/or Delivery Points. Any Receipt Point not listed above shall have an MDRQ of zero (0) and any Delivery Point not listed above shall have an MDDQ of zero. Customer shall have the right to use any Receipt Point for receipt quantities of Gas in excess of its

MDRQ (subject to its MDIQ for all Receipt Points) and any Delivery Point for delivery of quantities of Gas in excess of its MDDQ (subject to its MDWQ for all Delivery Points) on a secondary basis.

This Exhibit A shall supersede and cancel the Exhibit A dated: \_\_\_\_\_.

**Customer: EAST CHEYENNE:**

Name of Authorized Representative:

\_\_\_\_\_

Title \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Authorized Representative:

\_\_\_\_\_

Title \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Note: EAST CHEYENNE and Customer may enter into a transaction for storage or hub services pursuant to the Transaction Confirmation Procedure set forth at Section 32 of the General Terms and Conditions of EAST CHEYENNE's FERC Gas Tariff.

**FIRM HOURLY BALANCING SERVICE AGREEMENT**

**(For Use Under Rate Schedule FHBS)**

Service Agreement No. \_\_\_\_\_

This Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between EAST CHEYENNE GAS STORAGE, LLC, a Delaware limited liability company herein called "EAST CHEYENNE," and \_\_\_\_\_, an \_\_\_\_\_, herein called "Customer," (each of EAST CHEYENNE and Customer, a "Party," and collectively, the "Parties"), pursuant to the following recitals and representations:

WHEREAS, EAST CHEYENNE owns and operates an underground natural gas storage facility known as the East Cheyenne Facility, and is authorized to provide natural gas storage and related services in interstate commerce by way of the East Cheyenne gas storage facility; and

WHEREAS, Customer has requested that EAST CHEYENNE provide certain firm hourly balancing natural gas storage services for Customer; and

WHEREAS, EAST CHEYENNE has agreed to provide such firm hourly balancing storage services for Customer subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, EAST CHEYENNE and Customer agree as follows:

**ARTICLE I - SCOPE OF AGREEMENT**

Following the commencement of service hereunder, in accordance with the terms of EAST CHEYENNE's Rate Schedule FHBS, and of this Agreement,

EAST CHEYENNE shall receive on any Day for injection into storage for Customer's account a quantity of Gas up to Customer's Maximum Daily Injection Quantity as set forth on Exhibit A hereto, shall store in the aggregate quantities of Gas so injected in the East Cheyenne Gas Storage, LLC underground gas storage facility located in Colorado, up to a Maximum Storage Quantity as set forth on Exhibit A and on demand on any Day shall withdraw from Customer's Storage Inventory and deliver to Customer a quantity of Gas up to Customer's Maximum Daily Withdrawal Quantity as set forth on Exhibit A; and

EAST CHEYENNE shall, for each hour during a Day, subject to maximum hourly limit as set forth on Exhibit A, receive or deliver at the Point(s) of Receipt/Delivery designated by Customer hourly balancing quantities of Gas which shall be the difference, on an hourly basis, between (i) the injections to or withdrawals from EAST CHEYENNE's storage of Gas as nominated by Customer to meet Customer's desired hourly pattern of deliveries at its delivery point(s) on the Transporter's (s') pipeline system(s) and (ii) Customer's ratable flow quantities on EAST CHEYENNE (1/24 of Daily nominated quantities).

## ARTICLE II – POINTS OF RECEIPT AND DELIVERY

The point(s) at which the Gas is to be tendered by Customer to EAST CHEYENNE under this Agreement shall be the point(s) designated on Exhibit A hereto as Customer's Point(s) of Receipt.

The point(s) at which the Gas is to be tendered by EAST CHEYENNE to Customer under this Agreement shall be the point(s) designated on Exhibit A hereto as Customer's Point(s) of Delivery.

## ARTICLE III - PRICE

3.1 Customer agrees to pay EAST CHEYENNE the charges as set forth on Exhibit A hereto for all Gas storage service furnished to Customer hereunder.

3.2 Customer further agrees to pay EAST CHEYENNE all other applicable fees and charges as set forth in the General Terms and Conditions and in Rate Schedule FHBS.

3.3 Customer shall reimburse EAST CHEYENNE for all applicable taxes as may be assessed against EAST CHEYENNE for the receipt, injection, storage, withdrawal and/or delivery of Customer's Gas. In addition, Customer shall reimburse EAST CHEYENNE for Customer's pro rata portion, calculated using the same methodology as that used to assess the tax, of all ad valorem taxes, property taxes and/or other similar taxes on Customer's Gas in storage assessed against and paid by EAST CHEYENNE.

## ARTICLE IV - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

This Agreement shall be subject to the terms and conditions specified in EAST CHEYENNE's Rate Schedule FHBS and the provisions of EAST CHEYENNE's FERC Gas Tariff, as filed with the Federal Energy Regulatory Commission, together with the General Terms and Conditions applicable thereto (including any changes in said Rate Schedule, Tariff or General Terms and Conditions as may from time to time be filed and made effective by EAST CHEYENNE).

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

## ARTICLE V - TERM OF AGREEMENT

This Agreement shall be effective as of \_\_\_\_\_, \_\_\_\_ [this blank may include a date certain, a date either earlier or later than a specified date certain based on the completion of construction of facilities necessary to provide service under the Agreement, a date set forth in or established by a relevant order from the Federal Energy Regulatory Commission, or a commencement date as defined in a precedent agreement between Customer and EAST CHEYENNE) and shall remain in force and effect until \_\_\_\_\_, \_\_\_\_ [or, when applicable, "shall continue for a term of \_\_\_\_ years"]; (the "Primary Term"); provided that this Agreement shall remain in effect until the expiration of any transaction(s) executed by the Parties pursuant to this Agreement. Pre-granted abandonment shall apply upon termination of this Agreement.

## ARTICLE VI - NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and may be sent by facsimile transmission or mailed to the post office address of the Party intended to receive the same, as follows:

EAST CHEYENNE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

CUSTOMER:

NOTICES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

BILLING:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

or to such other address as either Party shall designate by formal written notice to the other. In all instances, the Parties shall use their best efforts to provide notice by facsimile prior to 5 p.m. Mountain Time. Notice received before 5 p.m. Mountain Time shall be deemed effective the day of receipt. Notice received after 5 p.m. Mountain Time shall be deemed effective the day following receipt.

## ARTICLE VII - TRANSFER AND ASSIGNMENT OF ALL AGREEMENTS

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of EAST CHEYENNE 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 thereunder shall be made by Customer, except pursuant to the General Terms and Conditions of EAST CHEYENNE's FERC Gas 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 thereunder as security for its indebtedness. Pursuant to Section 26 of the General Terms and Conditions of EAST CHEYENNE's FERC Gas Tariff, from time to time EAST CHEYENNE may request that Customer execute a Consent and Agreement, on the form provided in EAST CHEYENNE's FERC Gas Tariff, in favor of lenders providing financing in support of the East Cheyenne Gas Storage Project or any expansion thereof. Customer shall execute such Consent and Agreement within thirty (30) days of EAST CHEYENNE's request.

ARTICLE VIII - 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, OR SUCH OTHER STATE AS APPLICABLE CONSISTENT WITH SECTION 36 OF THE GENERAL TERMS AND CONDITIONS OF EAST CHEYENNE'S FERC GAS TARIFF, IN EITHER CASE WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

ARTICLE IX - 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. Notwithstanding the foregoing, nothing in this Article IX shall limit the liability of either Party to the other Party, if any, arising out of gross negligence, willful misconduct, or bad faith actions.

ARTICLE X - PRIOR AGREEMENTS CANCELLED

EAST CHEYENNE and Customer agree that this Agreement, as of the date hereof, shall supersede and cancel the following Agreement(s) between the Parties hereto:

Storage Service Agreement dated \_\_\_\_\_, \_\_\_\_.

ARTICLE XI - WAREHOUSEMEN'S LIEN

11.1 CUSTOMER HEREBY ACKNOWLEDGES THAT EAST CHEYENNE SHALL BE ENTITLED TO, AND EAST CHEYENNE HEREBY CLAIMS, A LIEN ON ALL GAS RECEIVED BY EAST CHEYENNE FROM CUSTOMER, AND ALL PROCEEDS THEREOF, UPON SUCH RECEIPT BY EAST CHEYENNE, 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 EAST CHEYENNE SHALL BE ENTITLED TO, AND EAST CHEYENNE 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.

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

(i) THIS AGREEMENT, WITH ALL SCHEDULES AND EXHIBITS HERETO, AND ALL OF THE MONTHLY STATEMENTS RENDERED BY EAST CHEYENNE TO CUSTOMER PURSUANT TO THE GENERAL TERMS AND CONDITIONS CONTAINED IN EAST CHEYENNE'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 THE PREAMBLE OF THIS AGREEMENT, ARTICLE II OF THIS AGREEMENT, THE

MONTHLY INVOICE (AS DESCRIBED IN SECTION 13.1 OF THE GENERAL TERMS AND CONDITIONS) AND SECTION 2 (DEFINITION OF "GAS") 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 EAST CHEYENNE ON THE CONTRACT SHALL BE DEEMED TO BE THE SIGNATURE OF THE WAREHOUSEMAN.

#### ARTICLE XII - MISCELLANEOUS

12.1. 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.

12.2. 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.

12.3. 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.

12.4. 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.

12.5. 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.

12.6. 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 have caused this Agreement to be duly executed in several counterparts by their authorized agents as of the date first written above.

**Customer: EAST CHEYENNE:**

Name of Authorized Representative:

\_\_\_\_\_

Title \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Authorized Representative:

\_\_\_\_\_

Title \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit A to the Firm Hourly Balancing Storage Service Agreement  
between EAST CHEYENNE and  
\_\_\_\_\_ (Customer)

Transaction Confirmation

Customer is a municipal utility to which Part 6, Section 36 of EAST CHEYENNE's FERC Gas Tariff

Yes \_\_\_\_\_ No \_\_\_\_\_

Maximum Storage Quantity ("MSQ")	_____ Dth
Maximum Daily Injection Quantity ("MDIQ")	_____ Dth
Maximum Daily Withdrawal Quantity ("MDWQ")	_____ Dth
Maximum Hourly FHBS Quantity	_____ Dth
Storage Overrun Quantity	_____ Dth

Primary Receipt Point	_____ *
Maximum Daily Receipt Quantity ("MDRQ")	_____ Dth*

Primary Delivery Point	_____ *
Maximum Daily Delivery Quantity ("MDDQ")	_____ Dth*

Service Start Date	_____
Service End Date	_____

FHBS Storage Reservation Charge	_____ \$/Dth per Month
Firm Hourly Balancing Reservation Charge	_____ \$/Dth per Month
Storage Injection Charge	_____ \$/Dth
Storage Withdrawal Charge	_____ \$/Dth

Authorized Overrun charge	_____ \$/Dth
Excess Injection Charge	_____ \$/Dth
Excess Withdrawal Charge	_____ \$/Dth
Title Transfer Charge	_____ \$/Dth
Injection Fuel Reimbursement	_____ (in-kind (%))
Withdrawal Fuel Reimbursement	_____ (in-kind (%))

\* Add additional lines for multiple Receipt and/or Delivery Points. Any Receipt Point not listed above shall have an MDRQ of zero (0) and any Delivery Point not listed above shall have an MDDQ of zero. Customer shall that the right to use any Receipt Point for receipt quantities of Gas in excess of its MDRQ (subject to its MDIQ for all Receipt Points) and any Delivery Point for delivery of quantities of Gas in excess of its MDDQ (subject to its MDWQ for all Delivery Points) on a secondary basis.

This Exhibit A shall supersede and cancel the Exhibit A dated: \_\_\_\_\_.

**Customer: EAST CHEYENNE:**

Name of Authorized Representative:

\_\_\_\_\_

Title \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Authorized Representative:

\_\_\_\_\_

Title \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Note: EAST CHEYENNE and Customer may enter into a transaction for storage or hub services pursuant to the Transaction Confirmation Procedure set forth at Section 32 of the General Terms and Conditions of EAST CHEYENNE's FERC Gas Tariff.

## INTERRUPTIBLE STORAGE SERVICE AGREEMENT

### (For Use Under Rate Schedule ISS)

Service Agreement No. \_\_\_\_\_

This Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between EAST CHEYENNE GAS STORAGE, LLC, a Delaware limited liability company herein called "EAST CHEYENNE," and \_\_\_\_\_, an \_\_\_\_\_, herein called "Customer," (each of EAST CHEYENNE and Customer, a "Party," and collectively, the "Parties"), pursuant to the following recitals and representations:

WHEREAS, EAST CHEYENNE owns and operates an underground natural gas storage facility known as the East Cheyenne Facility, and is authorized to provide natural gas storage and related services in interstate commerce by way of the East Cheyenne gas storage facility; and

WHEREAS, Customer has requested that EAST CHEYENNE provide certain interruptible natural gas storage services for Customer; and

WHEREAS, EAST CHEYENNE has agreed to provide such interruptible storage services for Customer subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, EAST CHEYENNE and Customer agree as follows:

### ARTICLE I - SCOPE OF AGREEMENT

Following the commencement of service pursuant to any transaction hereunder hereunder, in accordance with the terms of EAST CHEYENNE's Rate Schedule ISS, and of this Agreement, EAST CHEYENNE shall receive on any Day for injection into storage for Customer's account a quantity of Gas up to Customer's Maximum Daily Injection Quantity as set forth on Exhibit A, shall store in the aggregate quantities of Gas so injected in the East Cheyenne Gas Storage, LLC underground gas storage facility located in Colorado, up to a Maximum Storage Quantity as set forth on Exhibit A and on demand on any Day shall withdraw from Customer's Storage Inventory and deliver to Customer a quantity of Gas up to Customer's Maximum Daily Withdrawal Quantity as set forth on Exhibit A.

### ARTICLE II – POINTS OF RECEIPT AND DELIVERY

The point(s) at which the Gas is to be tendered by Customer to EAST CHEYENNE under this Agreement shall be the point(s) designated on Exhibit A hereto as Customer's Point(s) of Receipt.

The point(s) at which the Gas is to be tendered by EAST CHEYENNE to Customer under this Agreement shall be the point(s) designated on Exhibit A hereto as Customer's Point(s) of Delivery.

### ARTICLE III - PRICE

3.1. Customer agrees to pay EAST CHEYENNE the charges set forth on Exhibit "A" hereto for all storage service furnished to Customer hereunder.

3.2. Customer further agrees to pay EAST CHEYENNE all other applicable fees and charges set forth in the General Terms and Conditions and in Rate Schedule ISS.

3.3. Customer shall reimburse EAST CHEYENNE for all applicable taxes as may be assessed against EAST CHEYENNE for the receipt, injection, storage, withdrawal and/or delivery of Customer's Gas. In addition, Customer shall reimburse EAST CHEYENNE for Customer's pro rata portion, calculated using the same methodology as that used to assess the tax, of all ad valorem taxes, property taxes and/or other similar taxes on Customer's Gas in storage assessed against and paid by EAST CHEYENNE.

#### ARTICLE IV - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

This Agreement shall be subject to the terms and conditions specified in EAST CHEYENNE's Rate Schedule ISS and the provisions of EAST CHEYENNE's FERC Gas Tariff, as filed with the Federal Energy Regulatory Commission, together with the General Terms and Conditions applicable thereto (including any changes in said Rate Schedule, Tariff or General Terms and Conditions as may from time to time be filed and made effective by EAST CHEYENNE).

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

#### ARTICLE V - TERM OF AGREEMENT

This Agreement shall be effective as of \_\_\_\_\_, \_\_\_\_, [this blank may include a date certain, a date either earlier or later than a specified date certain based on the completion of construction of facilities necessary to provide service under the Agreement, a date set forth in or established by a relevant order from the Federal Energy Regulatory Commission, or a commencement date as defined in a precedent agreement between Customer and EAST CHEYENNE] and shall remain in force and effect until \_\_\_\_\_, \_\_\_\_ [or, when applicable, "shall continue for a term of \_\_\_\_ years"]; (the "Primary Term"); provided that this Agreement shall remain in effect until the expiration of any transaction(s) executed by the Parties pursuant to this Agreement.

#### ARTICLE VI - NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and may be sent by facsimile transmission or mailed to the post office address of the Party intended to receive the same, as follows:

EAST CHEYENNE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

CUSTOMER:

NOTICES:

Attention: \_\_\_\_\_

BILLING:

Attention: \_\_\_\_\_

or to such other address as either Party shall designate by formal written notice to the other. In all instances, the Parties shall use their best efforts to provide notice by facsimile prior to 5 p.m. Mountain Time. Notice received before 5 p.m. Mountain Time shall be deemed effective the day of receipt. Notice received after 5 p.m. Mountain Time shall be deemed effective the day following receipt.

#### ARTICLE VII - TRANSFER AND ASSIGNMENT OF ALL AGREEMENTS

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of EAST CHEYENNE 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 thereunder shall be made by Customer, except pursuant to the General Terms and Conditions of EAST CHEYENNE's FERC Gas 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 thereunder as security for its indebtedness. Pursuant to Section 26 of the General Terms and Conditions of EAST CHEYENNE's FERC Gas Tariff, from time to time EAST CHEYENNE may request that Customer execute a Consent and Agreement, on the form provided in EAST CHEYENNE's FERC Gas Tariff, in favor of lenders providing financing in support of the East Cheyenne Gas Storage Project or any expansion thereof. Customer shall execute such Consent and Agreement within thirty (30) days of EAST CHEYENNE's request.

#### ARTICLE VIII - 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, OR SUCH OTHER STATE AS APPLICABLE CONSISTENT WITH SECTION 36 OF THE GENERAL TERMS AND CONDITIONS OF EAST CHEYENNE'S FERC GAS TARIFF, IN EITHER CASE WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

#### ARTICLE IX - 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. Notwithstanding the foregoing, nothing in this Article IX shall limit the liability of either Party to the other Party, if any, arising out of gross negligence, willful misconduct, or bad faith actions.

ARTICLE X - PRIOR AGREEMENTS CANCELLED

EAST CHEYENNE and Customer agree that this Agreement, as of the date hereof, shall supersede and cancel the following Agreement(s) between the Parties hereto:

Storage Service Agreement dated \_\_\_\_\_, \_\_\_\_.

ARTICLE XI - WAREHOUSEMEN'S LIEN

11.1 CUSTOMER HEREBY ACKNOWLEDGES THAT EAST CHEYENNE SHALL BE ENTITLED TO, AND EAST CHEYENNE HEREBY CLAIMS, A LIEN ON ALL GAS RECEIVED BY EAST CHEYENNE FROM CUSTOMER, AND ALL PROCEEDS THEREOF, UPON SUCH RECEIPT BY EAST CHEYENNE, 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 EAST CHEYENNE SHALL BE ENTITLED TO, AND EAST CHEYENNE 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.

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

- (i) THIS AGREEMENT, WITH ALL SCHEDULES AND EXHIBITS HERETO, AND ALL OF THE MONTHLY STATEMENTS RENDERED BY EAST CHEYENNE TO CUSTOMER PURSUANT TO THE GENERAL TERMS AND CONDITIONS CONTAINED IN EAST CHEYENNE'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 THE PREAMBLE OF THIS AGREEMENT, ARTICLE II OF THIS AGREEMENT, THE MONTHLY INVOICE (AS DESCRIBED IN SECTION 13.1 OF THE GENERAL TERMS AND CONDITIONS) AND SECTION 2 (DEFINITION OF "GAS") 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 EAST CHEYENNE ON THE CONTRACT SHALL BE DEEMED TO BE THE SIGNATURE OF THE WAREHOUSEMAN.

## ARTICLE XII - MISCELLANEOUS

12.1. 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.

12.2. 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.

12.3. 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.

12.4. 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.

12.5. 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.

12.6. 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 have caused this Agreement to be duly executed in several counterparts by their authorized agents as of the date first written above.

**Customer: EAST CHEYENNE:**

Name of Authorized Representative:

---

Title 

---

Signature: 

---

Date: 

---

Name of Authorized Representative:

---

Title 

---

Signature: 

---

Date: 

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Exhibit A to the Interruptible Storage Service Agreement  
between EAST CHEYENNE and  
\_\_\_\_\_ (Customer)

Service Agreement No. \_\_\_\_\_

Transaction Confirmation

Customer is a municipal utility to which Part 6, Section 36 of EAST  
CHEYENNE's FERC Gas Tariff

Yes \_\_\_\_\_ No \_\_\_\_\_

Maximum Storage Quantity ("MSQ") \_\_\_\_\_ Dth

Maximum Daily Injection Quantity ("MDIQ") \_\_\_\_\_ Dth

Maximum Daily Withdrawal Quantity ("MDWQ") \_\_\_\_\_ Dth

Primary Receipt Point \_\_\_\_\_ \*

Maximum Daily Receipt Quantity ("MDRQ") \_\_\_\_\_ Dth/d\*

Primary Delivery Point \_\_\_\_\_ \*

Maximum Daily Delivery Quantity ("MDDQ") \_\_\_\_\_ Dth/d\*

Service Start Date \_\_\_\_\_

Service End Date \_\_\_\_\_

Storage Inventory Charge \_\_\_\_\_ \$/Dth

Storage Injection Charge \_\_\_\_\_ \$/Dth

Storage Withdrawal Charge \_\_\_\_\_ \$/Dth

Title Transfer Charge \_\_\_\_\_ \$/Dth

Injection Fuel Reimbursement \_\_\_\_\_ (in-kind %)

Withdrawal Fuel Reimbursement \_\_\_\_\_ (in-kind %)

\* Add additional lines for multiple Receipt and/or Delivery Points. Any Receipt Point not listed above shall have an MDRQ of zero (0) and any Delivery Point not listed above shall have an MDDQ of zero. Customer shall have the right to use any Receipt Point for receipt quantities of Gas in excess of its MDRQ (subject to its MDIQ for all Receipt Points) and any Delivery Point for delivery of quantities of Gas in excess of its MDDQ (subject to its MDWQ for all Delivery Points) on a secondary basis.

This Exhibit A shall supersede and cancel the Exhibit A dated: \_\_\_\_\_.

**Customer: EAST CHEYENNE:**

Name of Authorized Representative:

\_\_\_\_\_

Title \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Authorized Representative:

\_\_\_\_\_

Title \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Note: EAST CHEYENNE and Customer may enter into a transaction for storage or hub services pursuant to the Transaction Confirmation Procedure set forth at Section 32 of the General Terms and Conditions of EAST CHEYENNE's FERC Gas Tariff.

**INTERRUPTIBLE HOURLY BALANCING SERVICE AGREEMENT**

**(For Use Under Rate Schedule IHBS)**

Service Agreement No. \_\_\_\_\_

This Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between EAST CHEYENNE GAS STORAGE, LLC, a Delaware limited liability company herein called "EAST CHEYENNE," and \_\_\_\_\_, an \_\_\_\_\_, herein called "Customer," (each of EAST CHEYENNE and Customer, a "Party," and collectively, the "Parties"), pursuant to the following recitals and representations:

WHEREAS, EAST CHEYENNE owns and operates an underground natural gas storage facility known as the East Cheyenne Facility, and is authorized to provide natural gas storage and related services in interstate commerce by way of the East Cheyenne Facility; and

WHEREAS, Customer has requested that EAST CHEYENNE provide certain interruptible hourly balancing natural gas storage services for Customer; and

WHEREAS, EAST CHEYENNE has agreed to provide such interruptible hourly balancing storage services for Customer subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, EAST CHEYENNE and Customer agree as follows:

**ARTICLE I - SCOPE OF AGREEMENT**

Following the commencement of service hereunder, in accordance with the terms of EAST CHEYENNE's Rate Schedule IHBS, and of this Agreement,

EAST CHEYENNE shall receive on any Day for injection into storage for Customer's account a quantity of Gas up to Customer's Maximum Daily Injection Quantity as set forth on Exhibit A hereto, shall store in the aggregate quantities of Gas so injected in the East Cheyenne Gas Storage, LLC underground gas storage facility located in Colorado, up to a Maximum Storage Quantity as set forth on Exhibit A and on demand on any Day shall withdraw from Customer's Storage Inventory and deliver to Customer a quantity of Gas up to Customer's Maximum Daily Withdrawal Quantity as set forth on Exhibit A; and

EAST CHEYENNE shall, for each hour during a Day, subject to maximum hourly limit as set forth on Exhibit A, receive or deliver at the Point(s) of Receipt/Delivery designated by Customer hourly balancing quantities of Gas which shall be the difference, on an hourly basis, between (i) the injections to or withdrawals from EAST CHEYENNE's storage of Gas as nominated by Customer to meet Customer's desired hourly pattern of deliveries at its delivery point(s) on the Transporter's (s') pipeline system(s) and (ii) Customer's ratable flow quantities on EAST CHEYENNE (1/24 of Daily nominated quantities).

## ARTICLE II – POINTS OF RECEIPT AND DELIVERY

The point(s) at which the Gas is to be tendered by Customer to EAST CHEYENNE under this Agreement shall be the point(s) designated on Exhibit A hereto as Customer's Point(s) of Receipt.

The point(s) at which the Gas is to be tendered by EAST CHEYENNE to Customer under this Agreement shall be the point(s) designated on Exhibit A hereto as Customer's Point(s) of Receipt.

## ARTICLE III - PRICE

3.1. Customer agrees to pay EAST CHEYENNE the charges as set forth on Exhibit A hereto for all Gas storage service furnished to Customer hereunder.

3.2. Customer further agrees to pay EAST CHEYENNE all other applicable fees and charges as set forth in the General Terms and Conditions and in Rate Schedule IHBS.

3.3. Customer shall reimburse EAST CHEYENNE for all applicable taxes as may be assessed against EAST CHEYENNE for the receipt, injection, storage, withdrawal and/or delivery of Customer's Gas. In addition, Customer shall reimburse EAST CHEYENNE for Customer's pro rata portion, calculated using the same methodology as that used to assess the tax, of all ad valorem taxes, property taxes and/or other similar taxes on Customer's Gas in storage assessed against and paid by EAST CHEYENNE.

## ARTICLE IV - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

This Agreement shall be subject to the terms and conditions specified in EAST CHEYENNE's Rate Schedule IHBS and the provisions of EAST CHEYENNE's FERC Gas Tariff, as filed with the Federal Energy Regulatory Commission, together with the General Terms and Conditions applicable thereto (including any changes in said Rate Schedule, Tariff or General Terms and Conditions as may from time to time be filed and made effective by EAST CHEYENNE).

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

## ARTICLE V - TERM OF AGREEMENT

This Agreement shall be effective as of \_\_\_\_\_, \_\_\_\_ [this blank may include a date certain, a date either earlier or later than a specified date certain based on the completion of construction of facilities necessary to provide service under the Agreement, a date set forth in or established by a relevant order from the Federal Energy Regulatory Commission, or a commencement date as defined in a precedent agreement between Customer and EAST CHEYENNE] and shall remain in force and effect until \_\_\_\_\_, \_\_\_\_ [or, when applicable, "shall continue for a term of \_\_\_\_ years"]; (the "Primary Term"); provided that this Agreement shall remain in effect until the expiration of any transaction(s) executed by the Parties pursuant to this Agreement.

## ARTICLE VI - NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and may be sent by facsimile transmission or mailed to the post office address of the Party intended to receive the same, as follows:

EAST CHEYENNE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

CUSTOMER:

NOTICES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

BILLING:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

or to such other address as either Party shall designate by formal written notice to the other. In all instances, the Parties shall use their best efforts to provide notice by facsimile prior to 5 p.m. Mountain Time. Notice received before 5 p.m. Mountain Time shall be deemed effective the day of receipt. Notice received after 5 p.m. Mountain Time shall be deemed effective the day following receipt.

## ARTICLE VII - TRANSFER AND ASSIGNMENT OF ALL AGREEMENTS

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of EAST CHEYENNE 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 thereunder shall be made by Customer, except pursuant to the General Terms and Conditions of EAST CHEYENNE's FERC Gas 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 thereunder as security for its indebtedness. Pursuant to Section 26 of the General Terms and Conditions of EAST CHEYENNE's FERC Gas Tariff, from time to time EAST CHEYENNE may request that Customer execute a Consent and Agreement, on the form provided in EAST CHEYENNE's FERC Gas Tariff, in favor of lenders providing financing in support of the East Cheyenne Gas Storage Project or any expansion thereof. Customer shall execute such Consent and Agreement within thirty (30) days of EAST CHEYENNE's request.

ARTICLE VIII - 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, OR SUCH OTHER STATE AS APPLICABLE CONSISTENT WITH SECTION 36 OF THE GENERAL TERMS AND CONDITIONS OF EAST CHEYENNE'S FERC GAS TARIFF, IN EITHER CASE WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

ARTICLE IX - 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. Notwithstanding the foregoing, nothing in this Article IX shall limit the liability of either Party to the other Party, if any, arising out of gross negligence, willful misconduct, or bad faith actions.

ARTICLE X - PRIOR AGREEMENTS CANCELLED

EAST CHEYENNE and Customer agree that this Agreement, as of the date hereof, shall supersede and cancel the following Agreement(s) between the Parties hereto:

Storage Service Agreement dated \_\_\_\_\_, \_\_\_\_.

ARTICLE XI - WAREHOUSEMEN'S LIEN

11.1 CUSTOMER HEREBY ACKNOWLEDGES THAT EAST CHEYENNE SHALL BE ENTITLED TO, AND EAST CHEYENNE HEREBY CLAIMS, A LIEN ON ALL GAS RECEIVED BY EAST CHEYENNE FROM CUSTOMER, AND ALL PROCEEDS THEREOF, UPON SUCH RECEIPT BY EAST CHEYENNE, 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 EAST CHEYENNE SHALL BE ENTITLED TO, AND EAST CHEYENNE 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.

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

(i) THIS AGREEMENT, WITH ALL SCHEDULES AND EXHIBITS HERETO, AND ALL OF THE MONTHLY STATEMENTS RENDERED BY EAST CHEYENNE TO CUSTOMER PURSUANT TO THE GENERAL TERMS AND CONDITIONS CONTAINED IN EAST CHEYENNE'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 THE PREAMBLE OF THIS AGREEMENT, ARTICLE II OF THIS AGREEMENT, THE

MONTHLY INVOICE (AS DESCRIBED IN SECTION 13.1 OF THE GENERAL TERMS AND CONDITIONS) AND SECTION 2 (DEFINITION OF "GAS") 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 EAST CHEYENNE ON THE CONTRACT SHALL BE DEEMED TO BE THE SIGNATURE OF THE WAREHOUSEMAN.

#### ARTICLE XII - MISCELLANEOUS

12.1. 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.

12.2. 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.

12.3. 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.

12.4. 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.

12.5. 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.

12.6. 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 have caused this Agreement to be duly executed in several counterparts by their authorized agents as of the date first written above.

**Customer: EAST CHEYENNE:**

Name of Authorized Representative:

\_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Authorized Representative:

\_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit A to the Interruptible Hourly Balancing Storage Service Agreement  
between EAST CHEYENNE and  
\_\_\_\_\_ (Customer)

Transaction Confirmation

Customer is a municipal utility to which Part 6, Section 36 of EAST  
CHEYENNE's FERC Gas Tariff

Yes \_\_\_\_\_ No \_\_\_\_\_

Maximum Storage Quantity ("MSQ")	_____ Dth
Maximum Daily Injection Quantity ("MDIQ")	_____ Dth
Maximum Daily Withdrawal Quantity ("MDWQ")	_____ Dth
Maximum Hourly Balancing Quantity	_____ Dth

Primary Receipt Point	_____ *
Maximum Daily Receipt Quantity ("MDRQ")	_____ Dth*

Primary Delivery Point	_____ *
Maximum Daily Delivery Quantity ("MDDQ")	_____ Dth*

Service Start Date	_____
Service End Date	_____

Hourly Balancing Charge	_____ \$/Dth
Storage Inventory Charge	_____ \$/Dth
Storage Injection Charge	_____ \$/Dth
Storage Withdrawal Charge	_____ \$/Dth

Title Transfer Charge	_____ \$/Dth
Injection Fuel Reimbursement	_____ (in-kind %)
Withdrawal Fuel Reimbursement	_____ (in-kind %)

\* Add additional lines for multiple Receipt and/or Delivery Points. Any Receipt Point not listed above shall have an MDRQ of zero (0) and any Delivery Point not listed above shall have an MDDQ of zero. Customer shall have the right to use any Receipt Point for receipt quantities of Gas in excess of its MDRQ (subject to its MDIQ for all Receipt Points) and any Delivery Point for delivery of quantities of Gas in excess of its MDDQ (subject to its MDWQ for all Delivery Points) on a secondary basis.

This Exhibit A shall supersede and cancel the Exhibit A dated: \_\_\_\_\_.

**Customer: EAST CHEYENNE:**

Name of Authorized Representative:

\_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Authorized Representative:

\_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Note: EAST CHEYENNE and Customer may enter into a transaction for storage or hub services pursuant to the Transaction Confirmation Procedure set forth at Section 32 of the General Terms and Conditions of EAST CHEYENNE's FERC Gas Tariff.

## HUB SERVICES AGREEMENT

(For Use Under Rate Schedules EISS, EILS, EIWS, IPS, ILS, and IWS)

Service Agreement No. \_\_\_\_\_

This Agreement is made as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by and between EAST CHEYENNE GAS STORAGE, LLC, a Delaware limited liability company herein called "EAST CHEYENNE," and \_\_\_\_\_, a \_\_\_\_\_, herein called "Customer," (each of EAST CHEYENNE and Customer, a "Party," and collectively, the "Parties"), pursuant to the following recitals and representations:

WHEREAS, EAST CHEYENNE owns and operates an underground natural gas storage facility known as the East Cheyenne Facility, and is authorized to provide natural gas storage and related services in interstate commerce by way of the East Cheyenne Facility; and

WHEREAS, Customer has requested that EAST CHEYENNE provide certain interruptible hub natural gas storage services for Customer; and

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

NOW, THEREFORE, EAST CHEYENNE and Customer agree as follows:

### ARTICLE I - SCOPE OF AGREEMENT

Following the commencement of service hereunder, in accordance with the terms of EAST CHEYENNE's Rate Schedules EISS, EILS, EIWS, IPS, ILS, and IWS, as applicable, and of this Agreement, EAST CHEYENNE shall provide Interruptible service for Customer and shall receive, inject, park, store, wheel, loan, withdraw and redeliver, as the case may be, quantities of Gas up to the Customer's MDIQ, MDWQ, MSQ, Maximum Park Quantity, Maximum Loan Quantity, and/or MDTQ, as applicable, as set forth on Exhibit A hereto. Customer and EAST CHEYENNE may execute more than one Exhibit A during the term of this Agreement, covering multiple transactions for Hub Services.

[In the event that a precedent agreement for a new or an expansion project contains credit provisions applicable to Customer's capacity related to such project, the following language shall be included in Customer's Service Agreement: "The credit requirements applicable to this Service Agreement are set forth in that certain Precedent Agreement dated \_\_\_\_\_ between EAST CHEYENNE and Customer related to this Service Agreement."]

### ARTICLE II – POINTS OF RECEIPT AND DELIVERY

The point(s) at which the Gas is to be tendered by Customer to EAST CHEYENNE under this Agreement shall be the point(s) designated on Exhibit A hereto as Customer's Point(s) of Receipt.

The point(s) at which the Gas is to be tendered by EAST CHEYENNE to Customer under this Agreement shall be the point(s) designated on Exhibit A hereto as Customer's Point(s) of Delivery.

### ARTICLE III - PRICE

3.1 Customer agrees to pay EAST CHEYENNE the charges for all service furnished to Customer hereunder as set forth on Exhibit A hereto.

3.2 Where applicable, Customer agrees to pay in kind the Fuel Reimbursement amount as set forth on Exhibit A hereto.

3.3 Customer further agrees to pay EAST CHEYENNE all other applicable fees and charges as set forth in the General Terms and Conditions and in Rate Schedules EISS, EILS, EIWS, IPS, ILS, and IWS, as applicable.

3.4 Customer shall reimburse EAST CHEYENNE for all applicable taxes as may be assessed against EAST CHEYENNE for the receipt, injection, storage, withdrawal and/or delivery of Customer's Gas. In addition, Customer shall reimburse EAST CHEYENNE for Customer's pro rata portion, calculated using the same methodology as that used to assess the tax, of all ad valorem taxes, property taxes and/or other similar taxes on Customer's Gas in storage assessed against and paid by EAST CHEYENNE.

### ARTICLE IV - INCORPORATION OF RATE SCHEDULES AND TARIFF PROVISIONS

The terms and conditions specified in EAST CHEYENNE's Rate Schedules EISS, EILS, EIWS, IPS, ILS, and IWS, as applicable, and the provisions of EAST CHEYENNE's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, together with the General Terms and Conditions applicable thereto (including any changes in said Rate Schedules, Tariff or General Terms and Conditions as may from time to time be filed and made effective by EAST CHEYENNE) are hereby incorporated into this Agreement and made applicable to each term, condition, and obligation hereof.

Customer agrees that EAST CHEYENNE shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the terms and conditions of this Service Agreement, pursuant to which service hereunder is rendered, (b) the terms of EAST CHEYENNE's Rate Schedules EISS, EILS, EIWS, IPS, ILS, and IWS, as applicable to this Service Agreement, or (c) any provision of the General Terms and Conditions applicable to this Service Agreement. EAST CHEYENNE agrees that Customer may protest or contest the aforementioned filings, and Customer does not waive any rights it may have with respect to such filings.

### ARTICLE V - TERM OF AGREEMENT

This Agreement shall become effective on \_\_\_\_\_, \_\_\_\_\_. [this blank may include a date certain, a date either earlier or later than a specified date certain based on the completion of construction of facilities necessary to provide service under the Agreement, a date set forth in or established by a relevant order from the Federal Energy Regulatory Commission, or a commencement date as defined in a precedent agreement between Customer and EAST CHEYENNE] 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 [or, when applicable, "shall continue for a term of \_\_\_\_ years"]; provided that this Agreement shall remain in effect until the expiration of any transaction(s) executed by the Parties pursuant to this Agreement.

## ARTICLE VI - NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and may be sent by facsimile transmission or mailed to the post office address of the Party intended to receive the same, as follows:

EAST CHEYENNE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

CUSTOMER:

NOTICES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

BILLING:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

or to such other address as either Party shall designate by formal written notice to the other. In all instances, the Parties shall use their best efforts to provide notice by facsimile prior to 5 p.m. Mountain Time. Notice received before 5 p.m. Mountain Time shall be deemed effective the day of receipt. Notice received after 5 p.m. Mountain Time shall be deemed effective the day following receipt.

## ARTICLE VII - TRANSFER AND ASSIGNMENT OF ALL AGREEMENTS

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of EAST CHEYENNE 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 the Agreement or any of the rights or obligations thereunder shall be made by Customer, except pursuant to the General Terms and Conditions of EAST CHEYENNE's FERC Gas 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 thereunder as security for its indebtedness. Pursuant to Section 26 of the General Terms and Conditions of EAST CHEYENNE's FERC Gas Tariff, from time to time EAST CHEYENNE may request that Customer execute a Consent and Agreement, on the form provided in EAST CHEYENNE's FERC Gas Tariff, in favor of lenders providing financing in support of the East Cheyenne Gas Storage Project or any expansion thereof. Customer shall execute such Consent and Agreement within thirty (30) days of EAST CHEYENNE's request.

ARTICLE VIII - 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, OR SUCH OTHER STATE AS APPLICABLE CONSISTENT WITH SECTION 36 OF THE GENERAL TERMS AND CONDITIONS OF EAST CHEYENNE'S FERC GAS TARIFF, IN EITHER CASE WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

ARTICLE IX - 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. Notwithstanding the foregoing, nothing in this Article IX shall limit the liability of either Party to the other Party, if any, arising out of gross negligence, willful misconduct, or bad faith actions.

ARTICLE X - PRIOR AGREEMENTS CANCELLED

EAST CHEYENNE and Customer agree that this Agreement, as of the date hereof, shall supersede and cancel the following Agreement(s) between the Parties hereto:

Hub Services Agreement dated \_\_\_\_\_, \_\_\_\_\_.

ARTICLE XI - WAREHOUSEMEN'S LIEN

11.1 CUSTOMER HEREBY ACKNOWLEDGES THAT EAST CHEYENNE SHALL BE ENTITLED TO, AND EAST CHEYENNE HEREBY CLAIMS, A LIEN ON ALL GAS RECEIVED BY EAST CHEYENNE FROM CUSTOMER, AND ALL PROCEEDS THEREOF, UPON SUCH RECEIPT BY EAST CHEYENNE, 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 EAST CHEYENNE SHALL BE ENTITLED TO, AND EAST CHEYENNE 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.

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

(i) THIS AGREEMENT, WITH ALL SCHEDULES AND EXHIBITS HERETO, AND ALL OF THE MONTHLY STATEMENTS RENDERED BY EAST CHEYENNE TO CUSTOMER PURSUANT TO THE GENERAL TERMS AND CONDITIONS CONTAINED IN EAST CHEYENNE'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 THE PREAMBLE OF THIS AGREEMENT, ARTICLE II OF THIS AGREEMENT, THE

MONTHLY INVOICE (AS DESCRIBED IN SECTION 13.1 OF THE GENERAL TERMS AND CONDITIONS) AND SECTION 2 (DEFINITION OF "GAS") 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 EAST CHEYENNE ON THE CONTRACT SHALL BE DEEMED TO BE THE SIGNATURE OF THE WAREHOUSEMAN.

#### ARTICLE XII - MISCELLANEOUS

12.1. 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.

12.2. 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.

12.3. 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.

12.4. 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.

12.5. 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.

12.6. 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 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:**

**EAST CHEYENNE:**

**Name of Authorized Representative:**

**Name of Authorized Representative:**

Title \_\_\_\_\_

Title \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

Service Agreement No. \_\_\_\_\_

To Hub Services Agreement No. \_\_\_\_\_

Between

EAST CHEYENNE GAS STORAGE, LLC (EAST CHEYENNE)

And

\_\_\_\_\_ (Customer)

Customer is a municipal utility to which Part 6, Section 36 of EAST CHEYENNE's FERC Gas Tariff

Yes \_\_\_\_\_ No \_\_\_\_\_

Pursuant to the Hub Services Agreement executed by Customer on \_\_\_\_\_, Customer hereby directs and requests EAST CHEYENNE to do the following, and EAST CHEYENNE and Customer agree that the following charges shall apply to this Hub Services Transaction (as applicable):

With respect to Enhanced Interruptible Storage Service (Rate Schedule EISS):

Maximum Storage Quantity ("MSQ") \_\_\_\_\_ Dth  
 Maximum Daily Injection Quantity ("MDIQ") \_\_\_\_\_ Dth/d  
 Maximum Daily Withdrawal Quantity ("MDWQ") \_\_\_\_\_ Dth/d

Primary Receipt Point \_\_\_\_\_\*  
 Maximum Daily Receipt Quantity ("MDRQ") \_\_\_\_\_ Dth/d\*

Primary Delivery Point \_\_\_\_\_\*  
 Maximum Daily Delivery Quantity ("MDDQ") \_\_\_\_\_ Dth/d\*

Service Start Date \_\_\_\_\_  
 Service End Date \_\_\_\_\_

Enhanced Interruptible Storage Charge \$\_\_\_\_\_ per Dth  
 Injection Charge \$\_\_\_\_\_ per Dth  
 Withdrawal Charge \$\_\_\_\_\_ per Dth  
 Injection Fuel Reimbursement \_\_\_\_\_ % in-kind  
 Withdrawal Fuel Reimbursement \_\_\_\_\_ % in-kind  
 Title Transfer Charge \$\_\_\_\_\_ per Dth

With respect to Enhanced Interruptible Loan Service (Rate Schedule EILS):

Maximum Loan Quantity ("MLQ") \_\_\_\_\_ Dth  
 Maximum Daily Injection Quantity ("MDIQ") \_\_\_\_\_ Dth  
 Maximum Daily Withdrawal Quantity ("MDWQ") \_\_\_\_\_ Dth

Primary Receipt Point \_\_\_\_\_\*  
 Maximum Daily Receipt Quantity ("MDRQ") \_\_\_\_\_ Dth\*

Primary Delivery Point \_\_\_\_\_<sup>\*</sup>  
 Maximum Daily Delivery Quantity ("MDDQ") \_\_\_\_\_ Dth<sup>\*</sup>  
  
 Withdrawal Period Start Date \_\_\_\_\_  
 Withdrawal Period End Date \_\_\_\_\_  
  
 Injection Period Start Date \_\_\_\_\_  
 Injection Period End Date \_\_\_\_\_  
  
 Enhanced Interruptible Loan Charge \$\_\_\_\_\_ per Dth  
 Injection Charge \$\_\_\_\_\_ per Dth  
 Withdrawal Charge \$\_\_\_\_\_ per Dth  
 Injection Fuel Reimbursement \_\_\_\_\_ % in-kind  
 Withdrawal Fuel Reimbursement \_\_\_\_\_ % in-kind  
 Title Transfer Charge \$\_\_\_\_\_ per Dth

With respect to Enhanced Interruptible Wheeling Service (Rate Schedule EIWS):

Maximum Daily Wheeling Quantity ("MDTQ") \_\_\_\_\_ Dth  
  
 Primary Receipt Point \_\_\_\_\_<sup>\*</sup>  
 Primary Delivery Point \_\_\_\_\_<sup>\*</sup>  
  
 Wheeling Period Start Date \_\_\_\_\_  
 Wheeling Period End Date \_\_\_\_\_  
  
 Enhanced Interruptible Wheeling Charge \$\_\_\_\_\_ per Dth  
 Enhanced Interruptible Wheeling Commodity Charge \$\_\_\_\_\_ per Dth  
 Injection Fuel Reimbursement \_\_\_\_\_ % in-kind  
 Withdrawal Fuel Reimbursement \_\_\_\_\_ % in-kind

With respect to Interruptible Parking Service (Rate Schedule IPS):

Maximum Parking Quantity ("MPQ") \_\_\_\_\_ Dth  
 Maximum Daily Injection Quantity ("MDIQ") \_\_\_\_\_ Dth  
 Maximum Daily Withdrawal Quantity ("MDWQ") \_\_\_\_\_ Dth  
  
 Primary Receipt Point \_\_\_\_\_<sup>\*</sup>  
 Maximum Daily Receipt Quantity ("MDRQ") \_\_\_\_\_ Dth<sup>\*</sup>  
  
 Primary Delivery Point \_\_\_\_\_<sup>\*</sup>  
 Maximum Daily Delivery Quantity ("MDDQ") \_\_\_\_\_ Dth<sup>\*</sup>  
  
 Injection Period Start Date \_\_\_\_\_  
 Injection Period End Date \_\_\_\_\_

Withdrawal Period Start Date \_\_\_\_\_  
 Withdrawal Period End Date \_\_\_\_\_

Interruptible Parking Charge \$\_\_\_\_\_ per Dth  
 Injection Charge \$\_\_\_\_\_ per Dth  
 Withdrawal Charge \$\_\_\_\_\_ per Dth  
 Injection Fuel Reimbursement \_\_\_\_\_ % in-kind  
 Withdrawal Fuel Reimbursement \_\_\_\_\_ % in-kind  
 Title Transfer Charge \$\_\_\_\_\_ per Dth

With respect to Interruptible Loan Service (Rate Schedule ILS):

Maximum Loan Quantity ("MLQ") \_\_\_\_\_ Dth  
 Maximum Daily Injection Quantity ("MDIQ") \_\_\_\_\_ Dth  
 Maximum Daily Withdrawal Quantity ("MDWQ") \_\_\_\_\_ Dth  
  
 Primary Receipt Point \_\_\_\_\_ \*  
 Maximum Daily Receipt Quantity ("MDRQ") \_\_\_\_\_ Dth\*  
  
 Primary Delivery Point \_\_\_\_\_ \*  
 Maximum Daily Delivery Quantity ("MDDQ") \_\_\_\_\_ Dth\*  
  
 Withdrawal Period Start Date \_\_\_\_\_  
 Withdrawal Period End Date \_\_\_\_\_  
  
 Injection Period Start Date \_\_\_\_\_  
 Injection Period End Date \_\_\_\_\_  
  
 Interruptible Loan Charge \$\_\_\_\_\_ per Dth  
 Injection Charge \$\_\_\_\_\_ per Dth  
 Withdrawal Charge \$\_\_\_\_\_ per Dth  
 Injection Fuel Reimbursement \_\_\_\_\_ % in-kind  
 Withdrawal Fuel Reimbursement \_\_\_\_\_ % in-kind  
 Title Transfer Charge \$\_\_\_\_\_ per Dth

With respect to Interruptible Wheeling Service (Rate Schedule IWS):

Maximum Daily Wheeling Quantity ("MDTQ") \_\_\_\_\_ Dth  
  
 Primary Receipt Point \_\_\_\_\_ \*  
 Primary Delivery Point \_\_\_\_\_ \*  
  
 Wheeling Period Start Date \_\_\_\_\_  
 Wheeling Period End Date \_\_\_\_\_  
  
 Interruptible Wheeling Charge \$\_\_\_\_\_ per Dth  
 Injection Fuel Reimbursement \_\_\_\_\_ % in-kind

Withdrawal Fuel Reimbursement

\_\_\_\_\_ % in-kind

As applicable to service under Rate Schedule(s) EISS, EILS, EIWS, IPS, ILS and/or IWS:

\* Add additional lines for multiple Receipt and/or Delivery Points. Any Receipt Point not listed above shall have an MDRQ of zero (0) and any Delivery Point not listed above shall have an MDDQ of zero. Customer shall have the right to use any Receipt Point for receipt quantities of Gas in excess of its MDRQ (subject to its MDIQ for all Receipt Points) and any Delivery Point for delivery of quantities of Gas in excess of its MDDQ (subject to its MDWQ for all Delivery Points) on a secondary basis.

**Title Transfer (From):****Title Transfer (To):**

Company Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Quantity: \_\_\_\_\_

All charges listed above are in addition to any other Taxes, Regulatory Fees and Charges, as applicable, pursuant to Section 3 of Rate Schedules EISS, EILS, EIWS, IPS, ILS, and IWS.

Additional Provisions:

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This Exhibit A shall supersede and cancel the Exhibit A dated: \_\_\_\_\_.

**Customer:****EAST CHEYENNE:**

Name of Authorized Representative:

Name of Authorized Representative:

\_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Note: EAST CHEYENNE and Customer may enter into a transaction for storage or hub services pursuant to the Transaction Confirmation Procedure set forth at Section 32 of the General Terms and Conditions of EAST CHEYENNE'S FERC Gas Tariff.

**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:

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Title 

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Signature: 

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Date: 

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**EAST CHEYENNE:**

Name of Authorized Representative:

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Title 

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Signature: 

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Date: 

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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
------	------	----------------	--------------

Specific Firm Point(s) of Delivery:

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

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]

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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.

## CONSENT AND AGREEMENT

This CONSENT AND AGREEMENT (this “Consent”), dated as of [\_\_\_\_], 20\_\_, is made by and among [\_\_\_\_], a [\_\_\_\_] (the “Consenting Party”), East Cheyenne Gas Storage, LLC, a Delaware limited liability company (the “Borrower”), and [\_\_\_\_], a [\_\_\_\_], in its capacity as collateral agent for the Secured Parties (as defined in the Credit Agreement, as defined below) (together with its successors, designees and assigns in such capacity, the “Collateral Agent”).

### RECITALS

WHEREAS, the Consenting Party and the Borrower have entered into that certain [\_\_\_\_], dated as of [\_\_\_\_] (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “Assigned Agreement”);

WHEREAS, the Borrower intends to develop, engineer, construct and operate an interstate natural gas storage facility and related pipelines and facilities in Colorado (the “Project”);

WHEREAS, the Borrower, the Collateral Agent, the Lenders (as defined in the Credit Agreement) and [\_\_\_\_], as a Lender and as administrative agent for the Lenders, have entered into that certain Credit Agreement, dated as of [\_\_\_\_] (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “Credit Agreement”), pursuant to which the Lenders will make loans to the Borrower for the purpose of financing the cost of the construction of the Project (the “Loans”);

WHEREAS, as security for the Loans and all other obligations under the Credit Agreement, the Borrower has assigned all of its right, title and interest in, to and under, and granted a security interest in, the Assigned Agreement to the Collateral Agent pursuant to that certain Security Agreement, dated as of [\_\_\_\_], between the Borrower and the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “Security Agreement”);

NOW, THEREFORE, in consideration of the premises recited herein and other benefits to the Consenting Party and the Borrower, the receipt and sufficiency of which are hereby acknowledged, the Consenting Party and the Borrower each hereby covenants and agrees with the Collateral Agent for the benefit of the Secured Parties as follows:

#### 1. CONSENT TO ASSIGNMENT, ETC.

(a) Consent to Assignment. The Consenting Party consents in all respects to the pledge and assignment to the Collateral Agent of all of the Borrower’s right, title and interest in, to and under the Assigned Agreement and acknowledges the right, but not the obligation, of the Collateral Agent or the Collateral Agent’s designee, in the exercise of the Collateral Agent’s rights and remedies under the Security Agreement, to make all demands, give all notices, take all actions and exercise all rights of the Borrower in accordance with the Assigned Agreement. The Consenting Party agrees that, if the Collateral Agent shall notify the Consenting Party that an Event of Default under and as defined in the Credit Agreement has occurred and is continuing and that the Collateral Agent has exercised its rights under the Credit Agreement and the Security Agreement (i) to have itself or its designee substituted for the Borrower under the Assigned Agreement, or (ii) to sell, assign, transfer or otherwise dispose of the Assigned Agreement to a third party, then the Collateral Agent, the Collateral Agent’s designee or such

third party (each, a “Substitute Owner”) shall be substituted for the Borrower under the Assigned Agreement and that, in such event, the Consenting Party shall recognize the Substitute Owner as its counterparty under the Assigned Agreement and continue to perform its obligations under the Assigned Agreement in favor of the Substitute Owner.

(b) Right to Cure. The Consenting Party agrees that in the event of a default by the Borrower in the performance of any of its obligations under the Assigned Agreement, or upon the occurrence or non-occurrence of any event or condition under the Assigned Agreement which would immediately or with the passage of any applicable grace period or the giving of notice, or both, enable the Consenting Party to terminate or suspend its obligations or exercise any other right or remedy under the Assigned Agreement or under applicable law (hereinafter a “Default”), the Consenting Party will continue to perform its obligations under the Assigned Agreement and will not exercise any such right or remedy until it first gives written notice of such Default to the Collateral Agent and affords the Collateral Agent, the Collateral Agent’s designee and the Lenders a period of at least thirty (30) days (or if such Default is a non-monetary default, such longer period not to exceed ninety (90) days as is required, so long as any such party has commenced and is diligently pursuing appropriate action to cure such Default within fifteen (15) days) in addition to any cure period provided to the Borrower; provided, however, that if any such party is prohibited from curing any such Default by any process, stay or injunction, then the time periods specified in this Section 1(b) for curing a Default shall be extended for the period of such prohibition.

(c) No Termination, Assignment or Material Amendments. The Consenting Party will not, without the prior written consent of the Collateral Agent, enter into any consensual termination of, or assign or consent to the Borrower’s assignment of, the Assigned Agreement; provided, however, that notwithstanding the foregoing the Consenting Party may from time to time, in accordance with the applicable provisions of the Borrower’s FERC Gas Tariff and the regulations of the FERC as may be amended from time to time, temporarily release all or a portion of the firm storage capacity to which it is entitled under the Assigned Agreement to a Replacement Customer (as that term is defined in the Tariff) that meets the creditworthiness and other criteria governing Borrower’s provision of firm storage services set forth in such Tariff. The Consenting Party will not enter into any amendment of the Assigned Agreement without the prior written consent of the Collateral Agent to the extent such amendment could reasonably be expected to have a Material Adverse Effect. For purposes of this Consent, the term “Material Adverse Effect” shall mean a material adverse effect on the Borrower, the Project or the ability of either the Borrower or the Consenting Party to perform their respective obligations under the Assigned Agreement. The parties hereto acknowledge and agree that any amendment of the Assigned Agreement that establishes new receipt or delivery points, reallocates quantities among receipt or delivery points, or extends the term of the Assigned Agreement beyond its primary term or any extension thereof at rates no less favorable to Borrower than the rates specified in the Assigned Agreement shall not be deemed to result in a Material Adverse Effect.

(d) Replacement Agreement. In the event that the Assigned Agreement is terminated as a result of any bankruptcy or insolvency proceeding affecting the Borrower, the Consenting Party will, at the option of the Collateral Agent, enter into a new agreement with the Collateral Agent (or its transferee or other nominee that owns or leases the Project) having terms substantially the same as the terms of the Assigned Agreement (subject to any conforming changes necessitated by the substitution of parties).

(e) No Liability. The Consenting Party acknowledges and agrees that none of the Collateral Agent or the Lenders shall have any liability or obligation under the Assigned Agreement as a result of this Consent, the Security Agreement or otherwise, nor shall the Collateral Agent or the Lenders be obligated or required to perform any of the Borrower's obligations under the Assigned Agreement, except during any period in which the Collateral Agent or any Lender is a Substitute Owner pursuant to Section 1(a).

(f) Payments. The Consenting Party will pay all amounts it is obligated to pay from time to time under the Assigned Agreement, if any, in the manner required by the Assigned Agreement, except that each such payment shall be made directly into the account specified on Exhibit A hereto, or to such other person or account as shall be specified from time to time by the Collateral Agent to the Consenting Party in writing.

(g) Delivery of Notices. The Consenting Party shall deliver to the Collateral Agent, concurrently with the delivery thereof to the Borrower, a copy of each material notice or demand given by the Consenting Party pursuant to the Assigned Agreement, including any and all notices or demands related to a Default, event of default, notice of suspension of performance, notice of nonpayment or as to any statutory lien available as a result of such nonpayment or an event of force majeure.

## 2. REPRESENTATIONS AND WARRANTIES OF THE CONSENTING PARTY

In order to induce the Lenders to enter into the Credit Agreement and to make the Loans, the Consenting Party makes the following representations and warranties:

(a) Organization; Power and Authority. The Consenting Party is a [ ] duly organized, validly existing and in good standing under the laws of [ ], and is duly qualified, authorized to do business and in good standing in every jurisdiction in which the nature of its business requires it to be so qualified.

(b) Execution and Delivery; Binding Agreements. Each of this Consent and the Assigned Agreement is in full force and effect, has been duly authorized, duly executed and delivered on behalf of the Consenting Party by the appropriate officers of the Consenting Party, and constitutes the legal, valid and binding obligation of the Consenting Party, enforceable against the Consenting Party in accordance with its terms except as the enforceability thereof may be limited by (i) bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights generally, and (ii) general equitable principles (whether considered in a proceeding in equity or at law).

(c) Government Consent. All of the consents, orders, authorizations, waivers, approvals and any other action, or registration, declaration or filing with, any person, board or body, public or private (collectively, the "Approvals") necessary for the execution, delivery and performance by the Consenting Party of its obligations, and the exercise of its rights, under the Assigned Agreement and this Consent have been obtained and are in full force and effect and not subject to appeal.

(d) No Default, Amendment or Assignment. Neither the Consenting Party nor, to the Consenting Party's knowledge, any other party to the Assigned Agreement is in default of any of its obligations thereunder and no party has claimed force majeure as an excuse for performance or experienced circumstances which could form the basis for a claim of force majeure under the Assigned Agreement, which such claim and the related suspension of performance have had or can reasonably be expected to have a Material Adverse Effect. The Consenting Party and, to the Consenting Party's knowledge, each

other party to the Assigned Agreement have complied with all conditions precedent to the respective obligations of such party to perform under the Assigned Agreement. To the Consenting Party's knowledge, no event or condition exists which would either immediately or with the passage of any applicable grace period or giving of notice, or both, enable either the Consenting Party or the Borrower to terminate or suspend its obligations under the Assigned Agreement. The Assigned Agreement has not been amended, modified or supplemented in any manner. The Consenting Party has no notice of, and has not consented to, any previous assignment of all or any part of its or the Borrower's rights under the Assigned Agreement.

### 3. MISCELLANEOUS

(a) Notices. Except as otherwise expressly provided herein, all notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing (including by telecopy) and shall be deemed to have been duly given or made when delivered by hand, or upon actual receipt if deposited in the United States mail, postage prepaid, or, in the case of telecopy notice, when confirmation of successful transmission is received, or, in the case of a nationally recognized overnight courier service, charges prepaid, one (1) Business Day after delivery to such courier service, addressed, in the case of each party hereto, at its address set forth below, or to such other address as may be designated by any party in a written notice to the other parties hereto. All such notices and communications shall be directed as follows:

If to the Consenting Party:

[\_\_\_\_\_]
[\_\_\_\_\_]
[\_\_\_\_\_]
[\_\_\_\_\_]
Telephone:[\_\_\_\_\_]
Facsimile:[\_\_\_\_\_]

If to the Borrower:

[\_\_\_\_\_]
[\_\_\_\_\_]
[\_\_\_\_\_]
[\_\_\_\_\_]
Telephone:[\_\_\_\_\_]
Facsimile:[\_\_\_\_\_]

If to the Collateral Agent:

[\_\_\_\_\_]
[\_\_\_\_\_]
[\_\_\_\_\_]
Telephone:[\_\_\_\_\_]
Facsimile:[\_\_\_\_\_]

(b) Governing Law; Submission to Jurisdiction. (i) THIS CONSENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

(ii) ANY LEGAL ACTION OR PROCEEDING AGAINST ANY PARTY HERETO WITH RESPECT TO THIS

CONSENT AND ANY ACTION FOR ENFORCEMENT OF ANY JUDGMENT IN RESPECT THEREOF MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES OF AMERICA FOR THE SOUTHERN DISTRICT OF NEW YORK, AND THE CONSENTING PARTY AND THE BORROWER EACH HEREBY ACCEPTS THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS AND APPELLATE COURTS FROM ANY APPEAL THEREOF. THE CONSENTING PARTY AND THE BORROWER EACH IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO SUCH PARTY AT ITS ADDRESS REFERRED TO IN SECTION 3(a). THE CONSENTING PARTY AND THE BORROWER EACH HEREBY IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY OF THE AFORESAID ACTIONS OR PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS CONSENT BROUGHT IN THE COURTS REFERRED TO ABOVE AND HEREBY FURTHER IRREVOCABLY WAIVES AND AGREES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. NOTHING HEREIN SHALL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED IN ANY OTHER JURISDICTION.

(c) Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN CONNECTION WITH THIS CONSENT OR ANY MATTER ARISING HEREUNDER.

(d) Counterparts. This Consent may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

(e) Headings Descriptive. The headings of the several Sections and subsections of this Consent are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Consent.

(f) Severability. In case any provision in or obligation under this Consent shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

(g) Amendment. None of the terms and conditions of this Consent may be amended, supplemented, modified or waived, nor may any consent under or with respect to such terms and conditions be granted, unless each of the parties hereto agrees thereto in writing.

(h) No Waiver; Remedies Cumulative. No failure or delay on the part of the Collateral Agent or any other Secured Party in exercising any right, power or privilege hereunder and no course of dealing between the Consenting Party and the Collateral Agent or any other Secured Party shall operate as a waiver of any such right, power or privilege.

(i) Entire Agreement. This Consent, together with any other agreement or instrument executed in connection herewith, is intended by the parties hereto as a final expression of their agreement as to the

matters covered hereby. In the event of any conflict between the terms, conditions and provisions of this Consent and the Assigned Agreement, the terms, conditions and provisions of this Consent shall prevail.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Consent as of the date first above written.

[\_\_\_\_\_] ,  
Consenting Party

By: \_\_\_\_\_  
Name:  
Title:

[\_\_\_\_\_] ,  
Borrower

By: \_\_\_\_\_  
Name:  
Title:

[\_\_\_\_\_] ,  
as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

EXHIBIT A

PAYMENT INSTRUCTIONS

Account Description:

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