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

**FORM OF SERVICE AGREEMENT**

**(APPLICABLE TO FSS RATE SCHEDULE)**

THIS AGREEMENT, made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by and between

TRINITY GAS STORAGE, LLC (“Trinity”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Shipper”), pursuant to the following recitals and representations.

WITNESSETH: That in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Service to be Rendered. Trinity shall perform and Shipper shall receive service in accordance with the provisions of the effective FSS Rate Schedule and applicable General Terms and Conditions of Trinity’s Statement of Operating Conditions, (“SOC”), on file with the Texas Railroad Commission (“TRC”), as the same may be amended or superseded from time to time. Trinity shall receive quantities of gas up to Shipper’s Maximum Daily Injection Quantity (“MDIQ”), plus fuel reimbursement, store quantities of gas for Shipper up to, but not exceeding, Shipper’s Maximum Storage Quantity (“MSQ”) and deliver quantities of gas up to Shipper’s Maximum Daily Withdrawal Quantity (“MDWQ”) as specified in Exhibit A, as the same may be amended from time to time by agreement between Shipper and Trinity, or in accordance with the rules and regulations of the TRC. Service provided hereunder with respect to Gas tendered accepted for delivery by Shipper hereunder that is not stored, transported, sold or exchanged by Shipper in “interstate commerce” (whether before delivery to Shipper or after subsequent redelivery to Shipper by Trinity) shall be subject in all respect solely to regulation by the TRC under the Texas Utilities Code Chapter 104 and the rules and regulations of the TRC promulgated with respect thereto, including specifically (but not by way of limitation) the rules and regulations of the TRC set forth in the Texas Administration Code, Title 16, Part I, Chapter 7.

Section 2. Receipt and Delivery Points. The point(s) at which the gas is tendered by Shipper to Trinity under this contract and the point(s) at which the gas is tendered by Trinity to Shipper under this contract shall be at the point(s) located on Trinity’s system designated on Exhibit B hereto.

Section 3. Rates. Shipper shall pay Trinity the charges as described in the FSS Rate Schedule and specified in Exhibit A to this Service Agreement.

Section 4. Term. Service under this Agreement shall commence as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and shall continue in full force and effect until \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Term”). [In the event that a contractual ROFR is negotiated by Trinity and Shipper, the following language shall be included in Shipper's Service Agreement: At the end of the primary term of this Service Agreement, Shipper will have a contractual ROFR as set forth in Section 7 of the FSS Rate Schedule.]

Section 5. Notices. Notices to Trinity under this Agreement shall be addressed to it at 3505 Yucca Drive, Suite 110, Flower Mound, Texas 75028, Attention: Vice President of Marketing, and notices to Shipper shall be addressed to it at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Attention: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, until changed by either Party by written notice.

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

Section 7. Law of Agreement. THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

Section 8. Warehousemen’s Lien.

* + 1. SHIPPER HEREBY ACKNOWLEDGES THAT TRINITY SHALL BE ENTITLED TO, AND TRINITY HEREBY CLAIMS, A LIEN ON ALL GAS RECEIVED BY TRINITY FROM SHIPPER, AND ALL PROCEEDS THEREOF, UPON SUCH RECEIPT BY TRINITY, 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, SHIPPER HEREBY ACKNOWLEDGES THAT TRINITY SHALL BE ENTITLED TO, AND TRINITY 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.
		2. IF DEEMED NECESSARY BY A COURT OF LAW, PURSUANT TO SECTION 7 202(2) OF THE TEXAS UNIFORM COMMERCIAL CODE, SHIPPER HEREBY AGREES THAT:
			1. THIS AGREEMENT, WITH ALL SCHEDULES AND EXHIBITS HERETO, AND ALL OF THE MONTHLY STATEMENTS RENDERED BY TRINITY TO SHIPPER PURSUANT TO THE GENERAL TERMS AND CONDITIONS CONTAINED IN TRINITY’s SOC, 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,
			2. 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 SECTION 1.10 OF THE GENERAL TERMS AND CONDITIONS, APPENDIX B OF THIS AGREEMENT, THE MONTHLY STATEMENT (AS DESCRIBED IN SECTION 12.1 OF THE GENERAL TERMS AND CONDITIONS) AND SECTION 1.18 OF THE GENERAL TERMS AND CONDITIONS,
			3. 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,
			4. 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
			5. THE SIGNATURE OF TRINITY ON THE CONTRACT SHALL BE DEEMED TO BE THE SIGNATURE OF THE WAREHOUSEMAN.

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.

SHIPPER Trinity Gas Storage, LLC

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Revision No. \_\_\_\_\_\_\_\_\_\_

Control No. \_\_\_\_\_\_\_\_\_\_\_

Exhibit A to Service Agreement No. \_\_\_\_\_\_\_\_\_\_\_

Under Rate Schedule FSS

Between

Trinity Gas Storage, LLC (Trinity)

And

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Shipper)

Maximum Storage Quantity (MSQ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_ MMBtu

Base Gas Requirement Ratio \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Percent

Base Gas Supplied by Shipper \_\_\_\_\_\_\_\_\_\_\_\_\_\_ MMBtu

Base Gas Supplied by Trinity \_\_\_\_\_\_\_\_\_\_\_\_\_\_ MMBtu

Maximum Daily Withdrawal Quantity (MDWQ)

*Working Gas Inventory* MDWQ

[Range 1] \_\_\_\_\_\_\_\_\_\_\_\_\_\_ MMBtu per Day

[Range 2 – if applicable] \_\_\_\_\_\_\_\_\_\_\_\_\_\_ MMBtu per Day

[Range 3 – if applicable] \_\_\_\_\_\_\_\_\_\_\_\_\_\_ MMBtu per Day

[Range 4 – if applicable] \_\_\_\_\_\_\_\_\_\_\_\_\_\_ MMBtu per Day

Maximum Daily Injection Quantity (MDIQ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_ MMBtu per Day

Maximum Hourly Withdrawal Quantity (MHWQ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_ MMBtu per Hour\*

Maximum Hourly Injection Quantity (MHIQ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_ MMBtu per Hour\*

Monthly Storage Reservation Charge $\_\_\_\_\_\_\_\_\_\_\_\_\_ per MMBtu of MSQ

Monthly Base Gas Charge $\_\_\_\_\_\_\_\_\_\_\_\_\_ per MMBtu of Base Gas supplied by Trinity

Inventory Replacement Value Cap $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per MMBtu

Injection Charge $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per MMBtu

Withdrawal Charge $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per MMBtu

Excess Injection Charge $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per MMBtu

Excess Withdrawal Charge $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per MMBtu

Fuel Reimbursement \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Percent

Authorized Overrun Service Charge $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per MMBtu

Title Transfer Fee $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per MMBtu

Shipper will \_\_\_\_\_\_/will not \_\_\_\_\_\_\_ provide the Base Gas required pursuant to the Base Gas Requirement Ratio. If Shipper elects not to provide the Base Gas, then Trinity will provide the Base Gas at Shipper’s expense for a Monthly Base Gas Charge. The Monthly Base Gas Charge shall be calculated as the product of the Base Gas cost, multiplied by the Monthly Base Gas Interest Rate. The Monthly Base Gas Interest Rate shall be the Prime Rate of Interest (as published in the Wall Street Journal), plus 2%, divided by 12 ((Prime Rate + 2%)/12). For example, if the cost of the Base Gas is $7.00 per MMBtu and the prime rate of interest is 5%, then the Monthly Base Gas Charge will be $0.04 per MMBtu of Base Gas ($7.00 x (5% + 2%)/12).

\* NOTE 1: The MHIQ shall equal 1/24th of the MDIQ and the MHWQ shall equal 1/24th of the MDWQ unless the Parties specifically designate otherwise on this schedule.

SHIPPER Trinity Gas Storage, LLC

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Revision No. \_\_\_\_\_\_\_\_\_\_

Control No. \_\_\_\_\_\_\_\_\_\_\_

Exhibit B to Service Agreement No. \_\_\_\_\_\_\_\_\_\_\_\_\_

Under Rate Schedule FSS

Between

Trinity Gas Storage, LP (Trinity)

And

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Shipper)

POINTS OF RECEIPT

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ MDRQ

For each designated point of receipt, Shipper’s Maximum Daily Receipt Quantity (MDRQ) shall be Shipper’s MDIQ. Shipper’s aggregate daily nominated receipt quantity shall not exceed Shipper’s MDIQ.

POINTS OF DELIVERY

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ MDDQ

For each designated point of delivery, Shipper’s Maximum Daily Delivery Quantity (MDDQ) shall be Shipper’s MDWQ. Shipper’s aggregate daily nominated delivery quantity shall not exceed Shipper’s MDWQ.

Receipt and Delivery quantities shall be subject to applicable General Terms and Conditions of Trinity’s Statement of Operating Conditions, Original Volume No. 1 (“SOC”) as the same may be amended or superseded.