

STATE OF OPERATING CONDITIONS  
APPLICABLE TO INTRASTATE SERVICE

Of

TRINITY GAS STORAGE, LLC

Dated and Effective as of \_\_\_\_\_

Filed with the

TEXAS RAILROAD COMMISSION

Communications Concerning this Statement Should

Be Addressed to:

Jim Goetz  
Managing Director  
Trinity Gas Storage, LLC  
3505 Yucca Drive, Suite 110  
Flower Mound, Texas 75028

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## PRELIMINARY STATEMENT

Trinity Gas Storage, LLC (“Trinity”) is a Texas limited liability company, primarily engaged in the business of developing and operating a Hinshaw natural gas storage facility in Anderson County, Texas, and providing intrastate and interstate natural gas storage and transportation services. Storage and transportation services for Gas that Shipper warrants will be consumed in the State of Texas shall be subject in all respect solely to regulation by the Texas Railroad Commission (“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. Storage and transportation services for all other Gas shall be subject in all respects solely to regulation by the Federal Energy Regulatory Commission (“Commission”) pursuant to Section 311(a)(2) of the Natural Gas Policy Act of 1978 (“NGPA”) and Sections 284.224 and 284.123 of the Commission’s rules and regulations, 18 C.F.R. §§ 284.224 and 284.123. To the extent necessary, Trinity shall make operational sales of Gas pursuant to its blanket certificate under 18 C.F.R. part 284, Subpart L of the Commission’s regulations.

This Statement of Operating Conditions (“SOC”) is applicable to all Intrastate services, and contains the Rate Statements, Rate Schedules and General Terms and Conditions applicable to firm and interruptible storage services, firm hourly balancing service, and interruptible hub services performed by Trinity through its facilities in Anderson County, Texas, pursuant to Rate Schedules FSS, FHBS, FTS, EISS, EILS, ITS, ISS, IPS, ILS, IBTS, and IBS.

## STATEMENT OF RATES

All services performed by Trinity are provided at market-based rates (“MBR”), as more fully described below:

<u>Service</u>	<u>Rate</u>
Rate Schedule FSS	MBR
Rate Schedule FHBS	MBR
Rate Schedule FTS	MBR
Rate Schedule EISS	MBR
Rate Schedule EILS	MBR
Rate Schedule ISS	MBR
Rate Schedule IPS	MBR
Rate Schedule ILS	MBR
Rate Schedule IBTS	MBR
Rate Schedule IBS	MBR
Rate Schedule ITS	MBR

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## GENERAL TERMS AND CONDITIONS

Except where stated otherwise, the General Terms and Conditions of Trinity's currently effective SOC shall apply to all natural gas services rendered by Trinity under any Service Agreement, including, but not limited to, service under Rate Schedules FSS, FHBS, FTS, EISS, EILS, ITS, ISS, IPS, ILS, IBTS, and IBS.

### 1. DEFINITIONS

- 1.1 "Applicable Law" shall mean the Natural Gas Act, 15 U.S.C. § 717f(c) (2000), as amended, the Natural Gas Policy Act of 1978, 15 U.S.C. § 3371 (1994), as amended, the Texas Utilities Code Chapter 104, TEX. UTIL. CODE ANN. § 104, et seq., or any other law applicable to the services provided by Trinity under this SOC.
- 1.2 "Authorized Overrun Quantities" shall mean quantities of gas which Trinity agrees, in its sole discretion, to transport, inject or withdraw for Shipper, in excess of Shipper's Maximum Daily Quantity, Maximum Daily Injection Quantity/Maximum Daily Withdrawal Quantity/Maximum Daily Balancing Quantity or Maximum Hourly Injection Quantity/Maximum Hourly Withdrawal Quantity/Maximum Hourly Balancing, as established in Exhibit A of Shipper's Service Agreement.
- 1.3 "Base Gas" shall mean the gas required in the storage reservoir necessary to provide the pressure to cycle the working storage volumes, as set forth in the Service Agreement.
- 1.4 "Btu" means one British Thermal Unit, and shall be the quantity of heat required to raise the temperature of one (1) pound of water from fifty-eight and five-tenths degrees (58.5 degrees) to fifty-nine and five tenths degrees (59.5 degrees) Fahrenheit. The reporting basis for Btu is 14.73 dry psig and 60 degrees F (101.325 kPa and 15 degrees C, and dry).
- 1.5 "Business Day" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the United States, and similar holidays for transactions occurring in Canada and Mexico.
- 1.6 "Contract Year" shall mean the twelve (12) month period beginning on the date service under a Service Agreement commences and each subsequent twelve month period thereafter during the term of the Service Agreement.
- 1.7 "Critical Notices" shall mean information pertaining to Trinity conditions that affect scheduling or adversely affect scheduled storage or transportation service.
- 1.8 "Cubic Foot" shall mean the volume of gas that occupies one cubic foot at a temperature of 60 degrees Fahrenheit, a pressure of 14.73 psig, and dry. Mcf means one thousand (1,000) cubic feet and MMcf means one million (1,000,000) cubic feet.
- 1.9 "Day," or "Gas Day" shall mean a period of twenty-four (24) consecutive hours beginning and ending at 9:00 AM central clock time (C.T.) including Saturdays, Sundays and Federal Banking Holidays, except that in the event that an obligation falls due on a Saturday, Sunday or Federal Banking Holiday the obligation shall be due on the next Business Day.

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- 1.10 "EILS Service Agreement" shall mean the agreement governing service provided under Rate Schedule EILS.
- 1.11 "Enhanced Interruptible Storage Inventory" shall mean the quantity of gas in Shipper's account under Rate Schedule EISS.
- 1.12 "EISS Service Agreement" shall mean the agreement governing service provided under Rate Schedule EISS.
- 1.13 "Facility" shall mean the structure and facilities designed and constructed by Trinity for purposes of providing the Service(s) contemplated by the Service Agreement.
- 1.14 "FERC" or "Commission" shall mean the Federal Energy Regulatory Commission or any successor agency.
- 1.15 "Firm" shall mean Service provided under Rate Schedules FTS, FSS, or FHBS.
- 1.16 "Force Majeure" shall mean an event of Force Majeure as specified in Section 14.
- 1.17 "FHBS Service Agreement" shall mean the agreement governing service provided under Rate Schedule FHBS.
- 1.18 "FSS Service Agreement" shall mean the agreement governing service provided under Rate Schedule FSS.
- 1.19 "FTS Service Agreement" shall mean the agreement governing service provided under Rate Schedule FTS.
- 1.20 "Fuel Reimbursement" shall have the meaning specified in Section 13.
- 1.21 "GAAP" shall have the meaning assigned in Section 2.4.
- 1.22 "Gas" shall mean natural gas in its natural state, produced from wells, including casinghead gas produced with crude oil, natural gas from wells and residue gas resulting from processing both casinghead gas and gas well gas.
- 1.23 "Interruptible" shall mean that the storage, transportation, parking, loaning, imbalance trading, or balancing services which are subject to interruption at any time by Trinity. A Shipper may be required to withdraw gas held in storage pursuant to Exhibit B of the Hub Services Agreement, or provide gas to Trinity, should such capacity or quantities be required by a higher priority service.
- 1.24 "Interruptible Storage Inventory" shall mean the quantity of gas in Shipper's account under Rate Schedule ISS.
- 1.25 "ISS Service Agreement" shall mean the agreement governing service provided under Rate Schedule ISS.

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- 1.26 "ITS Service Agreement" shall mean the agreement governing service provided under Rate Schedule ITS.
- 1.27 "Latitude System," as such system may be replaced from time to time, shall mean the Trinity Shipper Interface System.
- 1.28 "Latitude System Subscriber" shall mean any entity, whether or not a Shipper, which has agreed to comply with the procedure for access to the Trinity Shipper Interface System.
- 1.29 "Loan Balance" shall mean the quantity of gas, expressed in MMBtu, that Trinity has loaned to Shipper, provided that the Loan Balance shall never exceed Shipper's MLQ specified in Exhibit B of Shipper's Hub Services Agreement.
- 1.30 "Material Adverse Change" shall mean a material change to (i) the business, property, condition (financial or otherwise), results of operations, or prospects of Shipper or any Shipper guarantor, including bankruptcy or other insolvency proceeding; (ii) a downgrade in Shipper's or Shipper's guarantor's credit rating, as established by Standard & Poor's or Moody's Investments Services, Inc.; or (iii) the validity or enforceability of the Service Agreement(s), any Shipper guaranty, or the rights or remedies of Trinity thereunder, which, in the sole discretion of Trinity, adversely affects either (A) the ability of Shipper or Shipper's guarantor to perform in a timely manner any of their respective obligations under the Service Agreement(s) or guaranty, as applicable, or (B) the rights of Trinity under either the Service Agreement(s) and/or Shipper's guaranty.
- 1.31 "Maximum Daily Balancing Quantity" or "MDBQ" shall mean the maximum quantity of gas, expressed in MMBtu and specified in Shipper's FHBS Service Agreement, that Shipper may nominate, withdraw, and inject, during the course of any such Day at an hourly rate of the Shipper's MHBQ, also specified in Shipper's FHBS Service Agreement.
- 1.32 "Maximum Daily Delivery Quantity" or "MDDQ" shall mean the maximum quantity of gas, expressed in MMBtus, specified in Shipper's Service Agreement or Exhibit B of the Hub Services Agreement, as applicable, that Shipper may nominate and that Trinity shall deliver at a Point of Delivery at constant hourly rates of flow over the course of such Day (excluding Fuel Reimbursement).
- 1.33 "Maximum Daily Injection Quantity" or "MDIQ" shall mean the maximum quantity of gas which Shipper is entitled to inject into the Facility on any Day for storage service, excluding Fuel Reimbursement.
- 1.34 "Maximum Daily Quantity" or "MDQ" shall mean the maximum daily quantity of gas in MMBtu specified in Shipper's transportation service agreement that Shipper may nominate and deliver to Transporter at a Point(s) of Delivery during any Gas Day at relatively constant hourly rates of flow over the course of such Gas Day.
- 1.35 "Maximum Daily Receipt Quantity" or "MDRQ" shall mean the maximum quantity of gas, expressed in MMBtus, specified in Shipper's Service Agreement or Exhibit B of the Hub Services Agreement, as applicable, that Shipper may nominate and that Trinity shall receive



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at each Point of Receipt at constant hourly rates of flow over the course of such Day (excluding Fuel Reimbursement).

- 1.36 "Maximum Daily Withdrawal Quantity" or "MDWQ" shall mean the maximum quantity of gas which Shipper is entitled to withdraw on any Day for storage service, excluding Fuel Reimbursement.
- 1.37 "Maximum Hourly Balancing Quantity" or "MHBQ" shall mean the maximum quantity of gas that Shipper is entitled to withdraw from the Facility or inject into the Facility during any hour of a Day, as specified in Shipper's FHBS Service Agreement.
- 1.38 "Maximum Hourly Injection Quantity" or "MHIQ" shall mean the maximum quantity of gas which Shipper is entitled to inject into the Facility during any hour for storage service, excluding Fuel Reimbursement. The MHIQ shall equal 1/24 of the MDIQ unless designated otherwise in Exhibit A to Shipper's Service Agreement.
- 1.39 "Maximum Hourly Withdrawal Quantity" or "MHWQ" shall mean the maximum quantity of gas which Shipper is entitled to withdraw from the Facility during any hour for storage service, excluding Fuel Reimbursement. The MHWQ shall equal 1/24 of the MDWQ unless designated otherwise in Exhibit A to Shipper's Service Agreement.
- 1.40 "Maximum Loan Quantity" or "MLQ" shall mean the maximum quantity of gas, expressed in MMBtus, that Trinity is obligated to loan to Shipper at Trinity's facilities located in Anderson County, Texas, as specified in Exhibit B of Shipper's Hub Services Agreement.
- 1.41 "Maximum Park Quantity" or "MPQ" shall mean the maximum quantity of gas, expressed in MMBtu, that Shipper is permitted to have parked in Trinity's facilities located in Anderson County, Texas, at any given time as specified in Exhibit B of Shipper's Hub Services Agreement.
- 1.42 "Maximum Storage Quantity" or "MSQ" shall mean the maximum quantity of gas expressed in MMBtu, that Shipper is permitted to have in storage in Trinity's facilities located in Anderson County, Texas, at any given time as specified in the Exhibit A to Shipper's Service Agreement.
- 1.43 "Minimum Acceptable Credit Rating" shall have the meaning assigned in Section 2.4(b)(1).
- 1.44 "MMBtu" shall mean the quantity of heat energy which is equivalent to 1,000,000 Btu.
- 1.45 "Month" shall mean a period beginning at 9:00 AM C.T. on the first Day of the calendar month and ending at 9:00 AM C.T. on the first day of the following month.
- 1.46 "Monthly Base Gas Interest Rate" shall mean the prime rate of interest (as published in the Wall Street Journal), plus 2%, divided by 12 ((Prime Rate + 2%)/12).
- 1.47 "Operational Flow Order" or "OFO" is an order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity of Trinity's system or to maintain operations required to provide efficient and reliable firm service. Whenever

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Trinity experiences these conditions, any pertinent order should be referred to as an Operational Flow Order.

- 1.48 "Overrun" shall mean any quantity that is not within Shipper's entitlements as set forth in Shipper's Firm Service Agreement. Such quantities shall be deemed Interruptible service.
- 1.49 "Park Balance" shall mean the quantity of gas, expressed in MMBtu, that Shipper has in Trinity's storage facilities for Shipper's account, provided that the Park Balance shall never exceed Shipper's MPQ specified in Exhibit B of Shipper's Hub Services Agreement.
- 1.50 "Party" shall mean Trinity or Shipper.
- 1.51 "Point(s) of Delivery" shall mean the point(s) located on Trinity's system in Anderson County, Texas, where Trinity shall tender gas to Shipper.
- 1.52 "Point(s) of Receipt" shall mean the point(s) located on Trinity's system in Anderson County, Texas where Trinity shall receive gas from Shipper.
- 1.53 "Pooling" shall mean (i) the aggregation of gas from multiple physical and/or logical points to a single physical or logical point, and/or (ii) the disaggregation of gas from a single physical or logical point to multiple physical and/or logical points.
- 1.54 "Potential Shipper" shall mean any individual or entity that desires to execute a Service Agreement with Trinity.
- 1.55 "Psig" shall mean pounds per square inch gauge.
- 1.56 "Reservation Charge" shall have the meaning set forth in Shipper's executed Service Agreement.
- 1.57 "Service(s)" shall mean the transportation, injection, storage and withdrawal of gas, and any ancillary activities to be performed by Trinity for Shipper pursuant to a Service Agreement.
- 1.58 "Service Agreement" shall mean an FSS Service Agreement, FHBS Service Agreement, FTS Service Agreement, or any of the agreements for Enhanced Interruptible or Interruptible service (including all Exhibits), as such agreements are amended and supplemented from time to time.
- 1.59 "Shipper" shall mean any individual or entity executing a valid Service Agreement with Trinity for Service(s) hereunder.
- 1.60 "SOC" shall mean this Statement of Operating Conditions.
- 1.61 "Storage Inventory" shall mean the quantity of gas in MMBtu that a Shipper has in place at Trinity's storage facilities for Shipper's account provided that the Storage Inventory shall never exceed Shipper's Maximum Storage Quantity.

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- 1.62 "Title Transfer" shall mean the change of title to gas between parties at a location.
- 1.63 "Title Transfer Tracking" shall mean the process of accounting for the progression of title changes from party to party that does not effect a physical transfer of gas.
- 1.64 "Transporter" shall mean an interconnecting pipeline designated to transport Shipper's gas to the Point(s) of Receipt or receive gas from the Point(s) of Delivery.
- 1.65 "TRC" shall mean the Texas Railroad Commission or any successor agency.
- 1.66 "Trinity" shall mean Trinity Gas Storage, LLC.
- 1.67 "Web Site" shall mean Trinity's HTML site accessible via the Internet's World Wide Web and located at <http://www.trinitygasstorage.com>.

Additional terms indicated by capitalization and utilized in this Statement of Operating Conditions shall have the meaning ascribed to them where first utilized.

2. CONTRACTING FOR STORAGE OR TRANSPORTATION SERVICE

2.1 Contact Information.

- (a) Any person may request information on pricing, terms of storage, transportation, or capacity availability by contacting Trinity at the following:

Trinity Gas Storage, LLC  
3505 Yucca Drive, Suite 110  
Flower Mound, Texas 75028

Attn: Marketing Department  
Phone (972) 539-5740

- (b) Each Shipper will be provided with a list of phone numbers for Trinity's gas dispatch and control personnel, who are on call 24-hours a Day.

2.2 [Reserved for future use]

2.3 Information Requirements.

- (a) A Shipper or Potential Shipper requesting new service or an amendment to existing service shall provide the following to Trinity:
  - i. Either at the time the request for new service or an amendment to existing service is submitted to Trinity or at the time of execution of the Service Agreement, such other information (if any), in writing, as may be required to comply with any regulatory reporting or filing requirements; and

- ii. Within ten (10) Business Days of the submittal of the request for new service, any credit information required to be provided pursuant to Section 2.4(a) below.
- (b) If Potential Shipper/Shipper does not submit the information required in Section 2.3 above within the required timeframes, the request for service shall be considered to be null and void. In addition, Trinity shall reject any request for service created in the Latitude System by Shipper but not submitted to Trinity within ninety (90) Days of Shipper's creation of such request.

#### 2.4 Creditworthiness.

- (a) Credit Information.
  - (1) Potential Shipper/Shipper shall provide as reasonably requested by Trinity:
    - (i) complete and current financial statements, including annual reports, 10K reports or other filings with regulatory agencies, prepared in accordance with generally accepted accounting principles ("GAAP"), or for non U.S.-based Shippers, prepared in accordance with equivalent principles; (ii) a list of corporate affiliates, parent companies and subsidiaries; (iii) any credit reports from credit reporting agencies which are available; and (iv) such other information as may be mutually agreed to by the Parties.
  - (2) For a Shipper or Potential Shipper that is not a public entity or whose ultimate parent company is not a public entity, Potential Shipper shall provide initially, and Shipper shall provide on a continuing basis: (i) the most recent available interim financial statements, with an attestation by its CFO that such statements constitute a true, correct and fair representation of financial condition prepared in accordance with GAAP or equivalent; or (ii) an existing sworn filing, including the most recent available interim financial statements and annual financial reports filed with the respective regulatory authority (if applicable), showing Potential Shipper/Shipper's current financial condition.
  - (3) Potential Shipper shall confirm in writing initially and any Shipper that fails to satisfy the minimum acceptable credit standard set forth in Section 2.4(b)(1) shall confirm in writing within ten (10) Business Days of receipt of a written request from Trinity, that: (i) Potential Shipper/Shipper is not operating under any chapter of the bankruptcy laws; (ii) Potential Shipper/Shipper is not subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors or any informal creditors' committee agreement; (iii) no significant collection lawsuits or judgments are outstanding that would materially affect Potential Shipper/Shipper's ability to remain solvent as a business entity; and (iv) no receiver, custodian, trustee, or similar person has been appointed for a material portion of Shipper's assets. If Shipper's status changes so that Shipper's prior confirmation is no longer accurate, Shipper shall notify

Trinity in writing within ten (10) Business Days of the change. Failure of Potential Shipper/Shipper to satisfy the condition set forth in clause (i) of this Section 2.4(a)(3) shall not result in Potential Shipper/Shipper being deemed noncreditworthy if Potential Shipper/Shipper is a debtor in possession operating under Chapter 11 of the Federal Bankruptcy Code and Trinity receives adequate assurance that Potential Shipper/Shipper's liabilities to Trinity will be paid promptly as a cost of administration under the Federal Bankruptcy Court's jurisdiction.

- (4) In the event Shipper cannot provide the information specified in Section 2.4(a)(1)-(3) above, Shipper shall provide, if applicable, that information for its parent company.

(b) Minimum Acceptable Credit Standard.

- (1) Potential Shipper or Shipper will be deemed creditworthy if its unenhanced long-term senior unsecured debt is rated, or if its issuer credit rating is, at least "BBB-" by Standard & Poor's ("S&P") or "Baa3" by Moody's ("Moody's") ("Minimum Acceptable Credit Rating") (provided that, in the event that such ratings by S&P and Moody's vary by more than one "notch," the middle rating between the two actual ratings (rounded upwards if there are an even number of ratings notches between the two actual ratings) shall be used for purposes of determining whether Shipper has achieved the "Minimum Acceptable Credit Rating"). The applicable credit rating shall be a "foreign currency" rating if Shipper is domiciled outside of the United States. "Local currency" ratings are unacceptable unless Potential Shipper/Shipper's local currency is US Dollars.
- (2) If Potential Shipper/Shipper's debt is not rated by S&P or Moody's, Potential Shipper/Shipper may elect to obtain an equivalent credit rating to establish its creditworthiness. Such equivalent credit rating must meet the minimum rating requirement set forth in Section 2.4(b)(1) of these General Terms and Conditions and may be obtained in one of the following two ways:
  - (A) Potential Shipper/Shipper may request an equivalent rating as determined by Trinity, based on the financial rating methodology, criteria and ratios for the industry of Potential Shipper/Shipper as published by S&P and Moody's from time to time. In general, such equivalent rating will be based on the audited financial statements for Potential Shipper/Shipper's two most recent fiscal years, all interim reports and any other relevant information. Trinity shall apply financial evaluation standards consistently and on a nondiscriminatory basis. If Potential Shipper/Shipper requests an equivalent rating determination by Trinity and Potential Shipper/Shipper is found not to meet the minimum requirements set forth in Section

2.4(b)(1) of these General Terms and Conditions, Trinity shall inform Potential Shipper/Shipper of the basis of such finding.

- (B) Potential Shipper/Shipper may, at its own expense, obtain an equivalent rating from a credit rating agency acceptable to Trinity, or request that an independent accountant or financial advisor mutually acceptable to Trinity and Potential Shipper/Shipper prepare an equivalent rating based on the financial rating methodology, criteria and ratios for the industry of Potential Shipper/Shipper as published by S&P and Moody's.
- (c) Alternative Forms of Security. If at any time Potential Shipper/Shipper does not meet the minimum acceptable credit standard as described in Section 2.4(b)(1) of these General Terms and Conditions, Potential Shipper/Shipper shall be required to provide one of the following alternative forms of security to Trinity:
- (1) Potential Shipper/Shipper may post and maintain in effect as standby, irrevocable Letter of Credit (1) issued by a financial institution with combined capital and surplus of at least \$500,000,000 that is rated at least A by Standard & Poor's Corporation and A2 by Moody's Investor Services, Inc., (2) that provides for partial drawdowns, and (3) that is in form and substance is satisfactory to Trinity. A form of letter of credit is available from Trinity. For service that is not originally subscribed in connection with construction, the amount of the Letter of Credit shall at all times be no less than the value of three (3) Months' worth of applicable storage or transportation charges for the requested MSQ or MDQ at the maximum applicable unit rate for Potential Shipper/Shipper's service at 100% load factor, plus the market value (at the time of the request of the Letter of Credit) of any quantities of Gas loaned to the Shipper pursuant to the relevant Service Agreement. Regarding Shippers who have previously posted security for Gas loaned to such Shipper, if the market value of such Gas increases by ten percent (10%) or more, such Shipper shall deliver additional amounts to cover such increase in market value within two (2) Business Days of Trinity's request for same. For service that is originally subscribed in connection with construction, the amount of the Letter of Credit shall at all time be no less than the amount set forth in Potential Shipper/Shipper's precedent agreement. If Trinity draws funds under the Letter of Credit, Potential Shipper/Shipper shall replenish the Letter of Credit to the required value specified herein no later than five (5) Business Days after such drawing.
  - (2) Potential Shipper/Shipper may provide a guaranty of all of Shipper's obligations under the Service Agreement granted to Trinity by the Potential Shipper/Shipper's parent, affiliate or

third party with a credit rating of at least the Minimum Acceptable Credit Rating, which guarantee shall be in form and substance acceptable to Trinity. A form of guaranty is available from Trinity.

- (3) Potential Shipper/Shipper may prepay for service via cleared check or wire transfer. For service that is not originally subscribed in connection with construction, the amount of the prepayment shall at all times be no less than the value of three (3) Months' worth of applicable storage or transportation charges for the requested MSQ or MDQ at the maximum applicable unit rate for Potential Shipper/Shipper's service at 100% load factor, plus the market value (at the time of prepayment) of any quantities of Gas loaned to the Shipper pursuant to the relevant Service Agreement. Regarding Shippers who have previously posted security for Gas loaned to such Shipper, if the market value of such Gas increases by ten percent (10%) or more, such Shipper shall deliver additional amounts to cover such increase in market value within two (2) Business Days of Trinity's request for same.. For service that is originally subscribed in connection with construction, the amount of the prepayment shall at all times be no less than the amount set forth in Potential Shipper/Shipper's precedent agreement. Prepayment amounts shall be deposited in an interest-bearing escrow account if such an account has been established by Potential Shipper/Shipper and Trinity reasonably determines that such account is satisfactory. The costs of establishing and maintaining the escrow account shall be borne by Trinity. The escrow bank must be acceptable to Trinity. The escrow agreement shall provide for prepayment amounts to be applied against Potential Shipper/Shipper's obligation under its Service Agreement(s) with Trinity and shall grant Trinity a security interest in such amounts as an assurance of future performance. The escrow agreement shall specify the permitted investments of escrowed funds so as to protect principal, and shall include only such investment options as corporations typically use for short-term deposit of their funds. If Trinity is required to draw down the funds in escrow, Potential Shipper/Shipper shall replenish such funds no later than five (5) Business Days.
- (4) Potential Shipper/Shipper may provide such other form of security as mutually acceptable to Potential Shipper/Shipper and Trinity.
- (5) All of Trinity's creditworthiness review standards and requirements shall be imposed on a non-discriminatory basis.

Security shall no longer be required pursuant to this Section 2.4(c) when Potential Shipper/Shipper achieves the minimum acceptable credit standard set forth in Section 2.4(b)(1) or when the Potential Shipper/Shipper is no longer receiving Services from Trinity, and has not guaranteed and is not otherwise liable for the performance of any assignee of Shipper, and has paid in full for all Services received from Trinity in the past. Upon Potential Shipper/Shipper's request, which may be made at any time, Trinity shall determine whether Potential Shipper/Shipper has achieved the minimum acceptable credit standard as described in Section 2.4(b)(1). In the event Trinity determines that Potential Shipper/Shipper achieves the minimum acceptable credit standard, Trinity shall terminate any alternative forms of security that Potential Shipper/Shipper may have been required to provide to Trinity. If Potential Shipper/Shipper has provided such security in the form of a prepayment, Trinity shall refund any unused prepayment within five (5) Business Days, plus interest due to Potential Shipper/Shipper, less costs incurred by Trinity.

(d) Termination Based on Non-Creditworthiness.

- (1) If at any time Trinity reasonably determines that Shipper does not meet the minimum acceptable credit standard set forth in Section 2.4(b)(1) of these General Terms and Conditions and Shipper has not already provided an alternative form of security as provided for in Section 2.4(c) of these General Terms and Conditions, Trinity may notify Shipper in writing that it must provide one of the alternative form of security specified in Section 2.4(c) of these General Terms and Conditions. If: (a) within five (5) Business Days of such notice, Shipper has not provided a guaranty as described in Section 2.4(c)(2) of these General Terms and Conditions, or prepayment or a letter of credit (in either case an amount sufficient to cover the value of one Month's worth of applicable storage or transportation charges for the requested MSQ or MDQ at the maximum applicable unit rate for Shipper's service at 100% load factor); or (b) within thirty (30) days of such notice, Shipper has not provided an alternative form of security as specified in Section 2.4(c) of these General Terms and Conditions, Trinity may, upon notice to Shipper, suspend service immediately. Trinity may simultaneously serve Shipper a notice of termination of the Service Agreement, such termination to be effective thirty (30) days from the date of such notice unless prior to such date Trinity has received the necessary assurance that Shipper has achieved the minimum acceptable credit standard or alternative form of security as required hereunder. Trinity may also



exercise any other remedy available to Trinity hereunder, at law or in equity.

- (2) Any suspension of service pursuant to this Section 2.4(d) shall continue until Trinity terminates the Service Agreement or until Shipper achieves the minimum acceptable credit standard or has provided an alternative form of security as required pursuant to these General Terms and Conditions. Shipper shall not be required to pay reservation charges during such suspension. At any time during such suspension, Shipper may request that Trinity determine that Shipper has achieved the minimum acceptable credit standard as specified in Section 2.4(b)(1) of these General Terms and Conditions.

## 2.5 Additional Information.

- (a) Shipper shall also promptly provide such additional Shipper credit information as may be reasonably required by Trinity, at any time during the term of service under a Service Agreement, to determine Shipper's creditworthiness.
- (b) After receipt of a request for service, Trinity may require that Shipper furnish additional information as a prerequisite to Trinity offering to execute a Service Agreement with Potential Shipper/Shipper. Such information may include proof of Potential Shipper/Shipper's lawful right and/or title to cause the gas to be delivered to Trinity for service under this SOC and of Potential Shipper/Shipper's contractual or physical ability to cause such gas to be delivered to and received from Trinity.

## 2.6 Execution of Service Agreements and Amendments.

- (a) A Service Agreement and/or amendment to an existing Service Agreement shall be executed, as specified in this Section 2.6 by Potential Shipper/Shipper and Trinity following the completion of any applicable bid solicitation process.
- (b) All Service Agreements and all Service Agreement amendments shall be executed electronically via the Latitude System by Potential Shipper/Shipper and Trinity. Each Potential Shipper/Shipper shall execute a Service Agreement within sixty (60) Days of the tender of said Service Agreement. In addition, Trinity may require a Potential Shipper to execute a precedent agreement prior to execution of a Service Agreement, which may be more fully set forth in the bid solicitation notice, if applicable.
- (c) The applicable Form of Service Agreement, the Exhibit(s) executed by Shipper and Trinity, the applicable Rate Schedule, and the General Terms and Conditions of this SOC will comprise the entire Service Agreement between Shipper and Trinity.

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- (d) If Trinity has tendered a Service Agreement for execution and Potential Shipper/Shipper fails to execute the Service Agreement as tendered within sixty (60) Days of the date Potential Shipper/Shipper receives the Service Agreement, the Service Agreement and the corresponding request for service shall be considered null and void. For Firm transportation or storage service, Trinity will not be required to tender a Service Agreement to a Potential Shipper for execution that relates to requests for Service for which Trinity does not have sufficient available firm transportation or storage capacity, injection, and/or withdrawal capacity.

2.7 Prior to the expiration of the term of a Service Agreement and prior to Trinity's posting the availability of capacity under Trinity's right of first refusal provisions, if applicable, Trinity and Shipper may mutually agree to an extension of the term of the Service Agreement (the exact length of which is to be negotiated on a case-by-case basis, in a not unduly discriminatory manner).

2.8 Trinity shall not be required to perform the requested service in the event all facilities necessary to render the requested service do not exist at the time the request for service is submitted to Trinity.

2.9 No request for Service from a Point of Receipt or to a Point of Delivery shall be granted if to do so would impair Trinity's ability to render Services pursuant to Trinity's Rate Schedules FSS, FHBS, or FTS.

2.10 Trinity shall not be required to provide any requested Service under any Rate Schedule which would require construction or acquisition by Trinity of new facilities or expansion of existing facilities; provided, however, that Trinity may enter into an agreement for service that would require the construction, modification, or expansion of any of the Trinity or any additional facilities.

### 3 POINT(S) OF RECEIPT AND POINT(S) OF DELIVERY

3.1 Point(s) of Receipt. Shipper shall tender all gas for receipt or injection into storage to Trinity at the Point(s) of Receipt located on Trinity's system in Anderson County, Texas as specified in Shipper's Service Agreement. The quantity of gas tendered by Shipper to Trinity for transportation or injection into storage shall (i) not exceed at each Point of Receipt the MDRQ as applicable, for such Point of Receipt in effect from time to time, or (ii) not exceed the MDQ, MDIQ or MDBQ plus the applicable Fuel Reimbursement at all Point(s) of Receipt in effect from time to time, without the written consent of Trinity. The MDQ, MDIQ, and MDBQ shall be allocated among the Point(s) of Receipt as set forth on Exhibit B.

3.2 Point(s) of Delivery. Trinity shall tender all gas to be redelivered or withdrawn from storage to Shipper at the Point(s) of Delivery located on Trinity's system located in Anderson County, Texas as specified in Shipper's Service Agreement. The quantity of gas delivered to Shipper shall not exceed at each Point of Delivery the MDBQ or MDDQ, as applicable, for such Point in effect from time to time.

- 3.3 Transportation Guidelines. The Transporter(s)' rules, guidelines, operational procedures and policies, as they may be changed from time to time, shall define and control the manner in which gas is delivered and received at the Point(s) of Delivery and Point(s) of Receipt. Trinity and Shipper each agree to provide to the other, in as prompt a manner as reasonable, all information necessary to permit scheduling pursuant to such requirements. In addition, Trinity will not be required to begin receipts, deliveries, injections or withdrawals for a Shipper's account unless and until the data required for nominations, provided for in Section 6, have been confirmed by the applicable Transporter to Trinity's gas dispatcher.
- 3.4 Transportation Imbalances. In the event that Trinity or Shipper delivers or causes to be delivered to Transporter at the Point(s) of Receipt or Point(s) of Delivery a quantity of gas not equal to the quantity of gas received or taken by Shipper or Trinity, a "Transportation Imbalance" may occur. Provided that Trinity has taken or delivered the quantity of gas nominated by Shipper and scheduled by Transporter, Shipper shall be liable for all imbalances under its transportation agreement with Transporter. Upon notification by Shipper or Transporter that a Transportation Imbalance exists because Trinity failed to deliver or receive the quantity of gas nominated by Shipper and scheduled by Transporter, Trinity will endeavor to correct the Transportation Imbalance subject to any restrictions imposed by Transporter but Trinity shall be solely responsible and liable for any charges, penalties, costs and expenses incurred or payable by either Party as a result of such Transportation Imbalance except to the extent that the Transportation Imbalance was caused by an event of Force Majeure. Shipper agrees to use its best efforts to prevent or diminish any occurrences of imbalances.
- 3.5 Measurement. Shipper and Trinity agree that the quantity of gas delivered hereunder shall be measured by Trinity in accordance with Transporter's pipeline tariff, and, as such, may be allowed to fluctuate within the applicable measurement or flow tolerances on a daily and monthly basis.
- 3.6 Costs and Penalties. Shipper shall hold Trinity harmless for all costs and penalties which may be assessed by Transporter under Shipper's transportation agreement with Transporter, unless the costs and penalties are due to the negligence of Trinity. Shipper and Trinity shall cooperate with each other and with Transporter to verify delivery and receipt of the volumes of gas delivered hereunder on a timely basis.
- 3.7 Downstream and Upstream Transportation. Shipper shall be responsible for transportation from the Point(s) of Delivery located on Trinity's system and payment of all transportation charges relating thereto. Shipper shall be responsible for transportation to the Point(s) of Receipt located on Trinity's system and payment of all transportation charges relating thereto. At all times, Shipper must be in compliance with all Applicable Laws.

#### 4 OPERATIONS

- 4.1 Shipper shall tender or cause to be tendered to Trinity at the Point(s) of Receipt located on its system any gas which Shipper desires to have transported or injected into storage, plus applicable Fuel Reimbursement volumes. Shipper shall also receive or cause to be received

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gas requested to be transported or withdrawn from storage at the Point(s) of Delivery located on Trinity's system.

- 4.2 Subject to the operating conditions of the delivering or receiving pipelines, Trinity shall receive gas from Shipper at the Point(s) of Receipt located on its system and deliver gas to Shipper at the Point(s) of Delivery located on its system as scheduled by Shipper from time to time; provided that Trinity shall not be obligated to receive any quantity of gas if the receipt of the same would cause the quantity of gas stored for Shipper's account to exceed Shipper's MSQ or the quantity transported to exceed Shipper's MDQ; nor shall Trinity be obligated at any time to deliver more gas to Shipper than Shipper has stored in its Storage Inventory, Park Balance and/or Loan Balance, as applicable.
- 4.3 Due to certain limitations of Trinity's Facilities, Trinity shall not be obligated to receive, at any Point of Receipt or deliver, at any Point of Delivery, any quantity of gas when the quantity of gas tendered for delivery to Trinity or requested by Shipper to be delivered, together with all other quantities of gas tendered for delivery to Trinity at any such Point of Receipt or requested for delivery at such Point of Delivery, results in a net metered flow which is less than or equal to 5,000 MMBtu per Day.
- 4.4 In the event that batch flowing nominated volumes of less than 5,000 MMBtu per Day is deemed operationally impractical by Transporter or Trinity, and should Trinity receive nominations for Service(s) which after aggregation with other nominations commencing at the same time and same meter, results in a net metered volume less than or equal to 5,000 MMBtu per Day, Trinity will attempt, but shall not be required, to schedule such nominations. However, if any single or combination of nominations is scheduled such that the aggregated nominated volumes result in a net metered volume less than or equal to 5,000 MMBtu per Day, will verbally notify the affected Shipper(s) within four (4) hours of being notified of changes to nominations which would result in curtailment as provided herein.

## 5 RESERVED FOR FUTURE USE

## 6 NOMINATIONS AND SCHEDULING

- 6.1 During any Day when Shipper desires Trinity to provide Service(s), Shipper shall submit a nomination to Trinity via the Latitude System that includes, but is not limited to, the following information: quantity, flow period, upstream transportation contract number(s), downstream transportation contract number(s), Shipper name and Service Agreement number, and Shipper's authorized employee name and telephone number. All nominations shall be based on a daily quantity, stated in MMBtu/d and shall include Shipper defined begin dates and end dates. All nominations, excluding intra-day nominations, have rollover options. Specifically, Shippers have the ability to nominate for several days, months, or years, provided the nomination begin and end dates are within the term of Shipper's contract. Overrun quantities should be requested on a separate transaction. All nominations shall be considered original nominations and shall be replaced to be changed. When a nomination for a date range is received, each day within that range is considered an original nomination. When a subsequent nomination is received for one or more days within that

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range, the previous nomination is superseded by the subsequent nomination only to the extent of the days specified. The days of the previous nomination outside the range of the subsequent nomination are unaffected.

6.2 Shipper Scheduling of Upstream and Downstream Transportation. Shipper shall be solely responsible for making all arrangements and paying for the transportation of the gas to the Point of Delivery for injection into the Facility and for making all arrangements and paying for the transportation of gas from the Point(s) of Delivery. Trinity shall have an obligation to receive gas from Shipper, or to redeliver gas to Shipper, only to the extent that the upstream or downstream Transporter confirms the transport of equivalent quantities, as the case may be.

6.3 Trinity will accept nominations for service as follows:

- (a) First of the Month Nominations. First of the month nominations are due to Trinity by 11.30 pm CST, on the business day prior to the first calendar day of the month.
- (b) Nomination Changes After the First Business Day of the Month. Changes after the first business day of the month are due to Trinity by 11:30 am CST on the business day prior to the effective date of the nomination. Weekend days through Monday, and Holiday nominations are due to Trinity by 11:30 am CST on the business day immediately preceding such weekend day or holiday.
- (c) Intra-day Nomination Changes. Changes to nominations may be made during the current gas day one hour prior to the effective hour of the nomination, or in accordance with the intra-day nomination procedures then in effect on the transporting pipeline(s).
- (d) Requirements
  - (1) Shipper Name and Contact Number
  - (2) Receipt and Delivery Meters and Locations
  - (3) Upstream and Downstream Shipper Information
  - (4) Effective Dates of Nomination
  - (5) Nominated Quantities
  - (6) Nominations may be submitted electronically via the web at: <http://www.trinitygasstorage.com>
  - (7) Commercial Operations may be reached at (xxx) xxx-xxxx.

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- (e) The sending party shall adhere to nomination, confirmation, and scheduling deadlines. It is the party receiving the request who has the right to waive the deadline.
- (f) Notices provided under this Section 6.3 must be submitted in the Latitude System. Shipper shall provide notice of any changes in deliveries to or receipt from Trinity to all Transporters and shall be responsible for, and shall hold Trinity harmless from, any and all liabilities and expense resulting from any such changes.
- (g) Nominations received after the nomination deadline will be scheduled after the nominations received before the nomination deadline. Nominations will be processed for scheduling in the order in which they were received, by priority level as described in Section 7 of the General Terms and Conditions of this SOC. Nominations received after the nomination deadline should be scheduled after the nominations received before the nomination deadline.
- (h) Shipper shall be responsible for all penalties and charges assessed by an upstream or downstream Transporter which arise from Shipper's failure to provide delivery of the gas quantities provided.
- (i) Routine Maintenance. Trinity shall have the right to interrupt or discontinue service in whole, or in part, from time to time to perform routine repair and maintenance on Trinity's system as necessary to maintain the operational capability of Trinity's Facility or to comply with applicable regulatory requirements. Trinity shall exercise due diligence to schedule routine repair and maintenance so as to minimize disruptions of service to Shippers and shall provide reasonable notice of the same to Shippers.

6.4 Shipper shall make available and tender any gas to be transported or injected hereunder, and receive and accept delivery, upon tender by Trinity, any gas requested to be transported or withdrawn from storage. The quantity of gas stored for the account of Shipper shall be increased or decreased upon injection or withdrawal of gas from storage, as applicable. Shipper shall not (unless otherwise agreed by Trinity) receive or deliver gas, nor shall Trinity be obligated to receive gas or deliver gas on an hourly basis at rates of flow in excess of or less than 1/24 of Shipper's MDRQ or MDDQ, respectively. As determined by Trinity in its sole and reasonable judgment, flow rates above 1/24 of Shipper's MDRQ or MDDQ may be permitted.

## 7 PRIORITY, INTERRUPTION OF SERVICE AND OPERATIONAL FLOW ORDERS

7.1 Priority of Service. Any Shipper executing a Service Agreement with Trinity shall be entitled to the transportation, storage, parking, loaning, imbalance trading or balancing of gas in the following order of declining priority:

- (a) Firm Transportation Service ("FTS") or Firm Storage Service ("FSS") at primary Point(s) of Receipt, not in excess of the MDQ or the MDRQ entitlements

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allocated to such point, as the case may be, or Delivery, at primary Point(s) of Delivery, not in excess of the MDQ or MDDQ entitlements allocated to such point, as the case may be, located on Trinity's system.

- (b) Firm Hourly Balancing Service ("FHBS"), not in excess of a Shipper's MDBQ, or at withdrawal or injection rates above a Shipper's MHBQ.
- (c) FSS or FTS at secondary Point(s) of Receipt or Delivery located on Trinity's system, not to exceed Shipper's MDQ, MDIQ/MHIQ or MDWQ/MHWQ; FSS or FTS at primary Point(s) of Receipt located on Trinity's system, in excess of MDO, MDRQ but less than or equal to MDIQ, and FSS at primary Point(s) of Delivery located on Trinity's system, in excess of MDDQ but less than or equal to MDWQ. In the event that capacity must be allocated within this category (c), Trinity shall allocate it on the basis of price.
- (d) Make-up volumes to correct prior variances between (i) Transporter and Trinity under a balancing agreement, (ii) Shipper and Trinity, and (iii) Shipper and Transporter if the variance was due to Trinity's failure to receive or deliver Shipper's scheduled volumes.
- (e) Enhanced Interruptible Storage Service ("EISS") or Enhanced Interruptible Loan Service ("EILS") pursuant to Section 7.2 below.
- (f) Interruptible services, including authorized overrun service, excess injection or excess withdrawal under Rate Schedules FSS and FHBS, parking, loaning, imbalance trading, and/or balancing service pursuant to Section 7.2 below.
- (g) Extended injections for FSS and FHBS in excess of MDRQ/24 or extended withdrawals for firm service in excess of MDDQ/24.

If a capacity constraint is anticipated or planned (e.g. for system maintenance), Trinity shall provide notice of the anticipated constraint in advance of the start of the constraint period.

7.2 Enhanced Interruptible Service and Interruptible Service. Enhanced Interruptible Service and Interruptible service obligations and extensions of the service shall have priority as follows:

- (a) The order of priority relating to service requests for service under Rate Schedules EISS and EILS shall be based on the net revenue to Trinity as applicable, agreed to by Trinity and Shipper under such Rate Schedule, with the transaction generating the highest net revenue to Trinity given highest priority.
- (b) The order of priority relating to service requests for Authorized Overrun Service, Excess Injection Gas and Excess Withdrawal Gas and for service under Rate Schedules IPS, ILS, IBTS, IBS, and ITS shall be based on the net revenue to Trinity as applicable, agreed to by Trinity and Shipper under such Rate Schedule, with

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the transaction generating the highest net revenue to Trinity given highest priority.

- (c) Should two or more Enhanced Interruptible Shippers or Interruptible Shippers have the same priority, capacity will be allocated to each Shipper on a pro rata basis.

### 7.3 Interruptions.

- (a) If, on any Day, Trinity's capability to receive or deliver quantities of gas is impaired so that Trinity is unable to receive or deliver all scheduled quantities, then interruption of service shall be made in the reverse order of priority set forth in Section 7.1. Volumes in each category will be interrupted on a pro rata basis, except that Enhanced Interruptible service and Interruptible service will be interrupted based on the charges paid by Shipper, with the transaction with the lowest net revenue to Trinity being interrupted first. Any ties shall be interrupted on a pro rata basis.
- (b) Trinity shall provide Shipper as much advance notice of interruption as is practicable under the circumstances. Such notice shall be made by telephone, facsimile, or e-mail, as appropriate, and shall state the reduced quantities of gas that Trinity estimates it will be able to park, loan, store, inject, withdraw, receive or deliver, as applicable, and the estimated duration of the interruption.
- (c) If interruption is required, Trinity and Shipper shall cooperate to the extent possible in making adjustments to receipt, deliveries, injections or withdrawals to minimize injury to any property or facilities.
- (d) Trinity shall not be liable for any loss or damage to any person or property caused, in whole or in part, by any interruption of service.

### 7.4 Operational Flow Orders

- (a) Trinity shall have the right to issue Operational Flow Orders ("OFO") that require actions by Shippers in order to (i) alleviate conditions that threaten to impair reliable service; (ii) maintain operations at the pressure required to provide efficient and reliable services; (iii) have adequate gas supplies in the system to deliver on demand; (iv) maintain service to all firm Shippers and for all firm services; and (v) maintain the system in balance for the foregoing purposes. Trinity shall lift any effective OFO upon the cessation of operating conditions that caused the relevant system problem.
- (b) To the extent reasonably practical, Trinity shall take all reasonable actions necessary to avoid issuing an OFO. Such actions shall include, in order of priority, (i) working with point operators to temporarily adjust receipts and/or deliveries at relevant Point(s) of Receipt or Delivery, (ii) working with Shippers and point operators to adjust scheduled flows on the system, or (iii) taking any



other reasonable action designed to mitigate the system problem. After taking all reasonable actions to avoid issuing an OFO, Trinity shall have the right to issue an OFO, if necessary, in the circumstances described in Section 7.4(a).

- (c) Preliminary Notice. Trinity shall provide prior notice to all Shippers and point operators of upcoming system events, such as anticipated weather patterns and operational problems that may necessitate the issuance of an OFO and provide actions that Shippers may take to avoid issuance of an OFO.
- (d) Applicability of OFO. Trinity shall make an OFO as localized as is reasonably practicable based on Trinity's good faith and reasonable judgment concerning the situations requiring remediation, such that an OFO will be directed first to Shippers and point operators causing the problem requiring an OFO and second, if necessary, to all other Shippers and point operators. Trinity will tailor the OFO to match the severity of the known or anticipated operational problem requiring remediation, as more fully set forth in 7.4(b). The declaration to the affected parties of OFO shall describe the conditions and the specific responses required from the affected parties.
- (e) Notice. OFOs will be issued via telephone to be followed by facsimile to the affected Shipper(s) or point operator(s), and notice to affected parties, as established in their Service Agreements. Trinity shall also provide such notification via e-mail communication to those Shippers and point operators that have provided e-mail address information for at least one contact person and have requested e-mail notification of critical notices issued by Trinity. The OFO will set forth (i) the time and date of issuance; (ii) the actions Shipper or point operator is required to take; (iii) the time by which Shipper or point operator must be in compliance with the OFO; (iv) the anticipated duration of the OFO; (v) the status of operational variables that determine when an OFO will begin and end; and (vi) any other terms that Trinity may reasonably require to ensure the effectiveness of the OFO. Trinity shall promptly provide periodic updates of such information upon occurrence of any material change in information, including when an OFO will be lifted. Trinity will also post the factors that caused the OFO to be issued, then lifted, to the extent such factors are known.
- (f) Unilateral Action. In the event Shipper(s) or point operator(s) does not comply with an OFO or the actions thereunder are insufficient to correct the system problem, or there is insufficient time to carry out the OFO procedures, Trinity may take unilateral action, including the curtailment of Firm service, to maintain the operational integrity of Trinity's system. For purposes of this section, the operational integrity of Trinity's system shall encompass the integrity of the physical system and the preservation of physical assets and their performance, the overall operating performance of the entire physical system as an entity, and the maintenance (on a reliable and operationally sound basis) of total system deliverability and the quality of gas to be delivered.

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- (g) Termination of OFO. Trinity shall lift any effective OFO promptly upon the cessation of operating conditions that caused the relevant system problem. After Trinity has lifted the OFO, Trinity shall provide a notice specifying the factors that caused the OFO to be issued and then lifted, to the extent such factors are known. Trinity shall also provide such notification via e-mail communication to those Shippers who have submitted a request, and provided e-mail address information for at least one contact person to receive e-mail notification of critical notices issued by Trinity.
- (h) Penalties. All quantities tendered to Trinity and/or taken by Shipper on a daily basis in violation of an OFO shall constitute unauthorized receipts or deliveries for which the applicable OFO penalty charge stated below shall be assessed.
  - (1) OFO penalty charge for each MMBtu of gas by which Shipper deviated from the requirements of the OFO equal to an OFO Index Price calculated as three (3) times the applicable daily Gas Daily posting for the Transporter on whose pipeline the deviation occurred for the Day on which the deviation occurred, multiplied by the quantity by which Shipper deviated from the requirements of the OFO.
- (i) Liability. Trinity shall not be liable for any costs incurred by any Shipper or point operator in complying with an OFO. Nor shall Trinity be responsible for any damages resulting from any interruption in service that is a result of a Shipper's or point operator's failure to comply promptly and fully with an OFO, and the noncomplying Shipper or point operator shall indemnify Trinity against any claims of responsibility. However, Trinity shall use reasonable efforts to minimize any such costs or damages.

## 8 QUALITY

8.1 Specifications. The gas delivered by either party to the other hereunder shall meet the quality specifications of the Transporter having the then-current most stringent quality specifications which receives or delivers such gas at the Point(s) of Receipt or Point(s) of Delivery located on Trinity's system, as applicable, and, unless such Transporter's quality specifications are more stringent, shall be of such quality that it shall meet at least the following specifications:

- (a) Be commercially free from objectionable odors, dirt, dust, iron particles, gums, gumforming constituents, gasoline, PCBs, and other solid and/or liquid matter, including but not limited to water, gas treating chemicals and well completion fluids and debris, which may become separated from the gas during the transportation thereof.
- (b) Contain not more than one fourth (1/4) of one grain of hydrogen sulphide per one hundred (100) cubic feet, as determined by the cadmium sulfate quantitative test, nor more than twenty (20) grains of total sulphur per one hundred (100) cubic feet.
- (c) The gas delivered hereunder shall not contain more than two-tenths of one percent (0.2%) by volume of oxygen, shall not contain more than three percent (3%) by volume of carbon dioxide, shall not contain more than three (3%) by volume of nitrogen, and

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shall not contain a combined total of carbon dioxide and nitrogen components of more than four percent (4%) by volume.

- (d) Have a heating value of not less than nine hundred and sixty-seven (967) Btus per cubic feet and not more than eleven hundred (1100) Btus per cubic feet.
- (e) Have a temperature of not more than one hundred twenty degrees Fahrenheit (120 degrees F), nor less than forty degrees Fahrenheit (40 degrees F).
- (f) Have been dehydrated by the tendering party, by any method other than the use of a calcium chloride as desiccant, for removal of entrained water in excess of seven (7) pounds of water per million (1,000,000) cubic feet of gas as determined by dew-point apparatus approved by the Bureau of Mines or such other apparatus as may be mutually agreed upon.

8.2 Rejection of Gas. Either party shall be entitled to reject any gas tendered to it by the other party which does not meet the minimum specifications of Section 8.1 hereunder. Acceptance of such gas does not constitute any waiver of Trinity's right to refuse to accept similarly nonconforming gas. Shipper shall be liable for and indemnify Trinity against and reimburse Trinity for all losses, damages and liabilities of any nature (including consequential damages) incurred by Trinity and rising from Shipper's tender of natural gas not in conformance with the above specifications.

## 9 GAS PRESSURE AND INJECTION/WITHDRAWAL RATES

9.1 Delivery Pressure. Trinity shall deliver gas to Shipper at pressures sufficient to enter the Transporter's facilities at the Point(s) of Delivery located on Trinity's system against the operating pressures maintained by Transporter(s). Trinity shall not be required to deliver gas at pressures in excess of or below those required by Transporter(s) or in excess of Transporter(s) maximum allowable operating pressure (MAOP), not to exceed 1,000 psig. Shipper shall deliver or cause to be delivered to Trinity all gas at the Point(s) of Receipt located on Trinity's system at pressures not less than 800 psig and not in excess of the MAOP of Trinity's facilities at the Point(s) of Receipt. Trinity shall be responsible for maintaining facilities at such Point(s) of Receipt to permit Shipper to deliver gas to Trinity at such allowed pressures.

9.2 Receipt and Delivery Rates. Trinity has designed the facilities required to transport, store, inject and withdraw gas based on "normal" operating pressures maintained by the Transporter(s) at the Point(s) of Receipt/Delivery located on Trinity's system with allowances for reasonable fluctuations. In the event that conditions on the Transporter's system vary substantially from this "normal" design condition coincident with high levels of Shipper receipt or delivery activity, Trinity's capability to receive or deliver the quantities set forth in its Service Agreements may be impaired, resulting in an interruption in service. If this happens, capacity will be allocated pursuant to Section 7 of the General Terms and Conditions of this SOC. Shipper agrees to indemnify and hold Trinity harmless for any loss caused by any such interruption in service.

## 10 MEASUREMENT

- 10.1 The unit of measurement for the purpose of all quantities of gas received and delivered hereunder shall be one (1) MMBtu. The unit of volume for the purpose of measurement shall be one cubic foot of gas at the base temperature of sixty degrees Fahrenheit (60 degrees F) and at an absolute pressure of fourteen and seventythree hundredths (14.73) pounds per square inch and dry. All fundamental constants, observations, records, and procedures involved in determining and/or verifying the quantity and other characteristics of gas delivered hereunder shall, unless otherwise specified herein, be in accordance with the standards prescribed in Report No. 3 of the American Gas Association, as now and from time to time amended or supplemented. All measurements of gas shall be determined by calculation into terms of such unit. All quantities given herein, unless expressly stated otherwise, are terms of such unit. Notwithstanding the foregoing, it is agreed that, for all purposes, the Btu content of the gas received and delivered by Trinity hereunder shall be measured on "dry" basis rather than a fully saturated or "wet" basis. For gas volumes reported in cubic meters, the standard conditions are 101.325 kPa, fifteen degrees Celsius (15 degrees C), and dry.
- 10.2 Trinity shall install, maintain and operate, or cause to be installed, maintained and operated, the measurement facilities required hereunder. Said measurement facilities shall be so equipped with orifice meters, recording gauges, or other types of meters of standard make and design commonly acceptable in the industry, as to accomplish the accurate measurement of gas delivered hereunder. The retrieval of data, calibrating and adjustment of meters shall be done by Trinity or its agent.
- 10.3 Reservoir Pressure. Trinity and Shipper acknowledge that the pressure that exists in the underground storage reservoir ("Reservoir Pressure") that comprises a part of the Facility will vary as a function of the total volume of gas that resides therein from time to time. The Reservoir Pressure, in turn, will affect the total volume of gas that can be injected into or withdrawn from the Facility at any given point in time. Accordingly, Trinity reserves the right at all times to adjust the MDIQ and/or MDWQ (and, if applicable, the MHIQ and/or MHWQ) specified in the Service Agreement to reflect varying Reservoir Pressures, which adjustments ("Contract Quantity Adjustment") may have the effect of increasing or decreasing from time to time the otherwise applicable MDIQ and/or MDWQ (and, if applicable, the MHIQ and/or MHWQ); provided however that (i) no such Contract Quantity Adjustment shall become effective until the later of (A) three (3) Business Days after the receipt by Shipper of written notice from Trinity advising Shipper of such Contract Quantity Adjustment or (B) the date upon which such Contract Quantity Adjustment is to become effective, as specified by Trinity in such notice and (ii) for any given consecutive 12-Month period of the term of the Service Agreement (or the entire term of the Service Agreement, if such term is for a period of less than 12 Months), the aggregate of all Contract Quantity Adjustments occurring during such 12-Month period shall not have the effect of reducing the average MDIQ and MDWQ (and, if applicable, the MHIQ and MHWQ) in effect during such 12-Month period below the otherwise applicable MDIQ and MDWQ (and, if applicable, the MHIQ and MHWQ).

## 11 TITLE AND RISK OF LOSS

11.1 Shipper warrants for itself, its successors and assigns, that it will have at the time of delivery of gas for transportation, storage or injection hereunder either good title or the right to have gas transported or stored. Shipper warrants for itself, its successors and assigns, that the gas delivered hereunder shall be free and clear of all liens, encumbrances, or claims whatsoever; and that it will indemnify Trinity and save it harmless from all claims whatsoever; and that it will indemnify Trinity and save it harmless from all claims, suits, actions, damages, costs and expenses arising directly or indirectly from or with respect to the title and/or right to gas tendered to Trinity hereunder.

11.2 As between Shipper and Trinity: Shipper shall be in control and possession of the gas prior to delivery to Trinity for transportation, parking, storage or injection at the Point(s) of Receipt located on Trinity's system and after delivery by Trinity to Shipper at the Point(s) of Delivery located on Trinity's system and shall indemnify and hold Trinity harmless from any damage or injury caused thereby. Trinity shall be in control and possession of the gas after the receipt of the same at the Point(s) of Receipt and until delivery by Trinity to Shipper at the Point(s) of Delivery and shall indemnify and hold Shipper harmless from any damage or injury caused thereby, except for damages and injuries caused by the sole negligence of Shipper. The risk of loss for all gas transported or injected into, parked, loaned or stored in and withdrawn from storage shall remain with Shipper, and Trinity shall not be liable to Shipper for any loss of gas, except as may be occasioned due to the intentional or grossly negligent acts or omissions by Trinity. Any losses of gas, unless due to the intentional or grossly negligent act or omissions of Trinity, shall be shared proportionally by all Shippers, based on each Shipper's transportation quantity, Storage Inventory, Park Balance/Loan Balance, as applicable.

## 12 BILLING AND PAYMENTS

12.1 Invoice. Trinity shall render to Shipper (including a Replacement Shipper), on or before the tenth (10th) Day of each Month, an invoice and any required backup data (which may be transmitted by facsimile) setting forth (i) the charges due for the current Month; (ii) the total quantity of gas, stated in MMBtu, received from and delivered to Shipper hereunder during the preceding Month(s), with applicable Point(s) of Receipt and Point(s) of Delivery properly identified, and the amount due therefore; and, if applicable, (iii) the amount of Shipper's gas in storage as of the close of the preceding Month and information sufficient to explain and support any adjustments made by Trinity in determining the amount billed. Such invoice shall be submitted, and shall be considered duly delivered, to Shipper by posting Shipper's invoice on Trinity's Latitude System, or if requested by Shipper in writing, by mailing such invoice to Shipper by regular U.S. mail. During each Month that Shipper receives invoices via Trinity's Latitude System, Trinity will provide an e-mail notification, to the e-mail address designated by Shipper, contemporaneously with the posting of the final invoice on Trinity's Latitude System. It is Shipper's responsibility to update e-mail address information provided to Trinity, as necessary. Shipper may designate such agent to receive electronic invoices through the Latitude System and may designate such agent to receive the e-mail notifications of the availability of Shipper's final invoice on Trinity's Latitude System. If actual quantities are not available by the tenth (10th) Business Day of the Month,

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Trinity may invoice based on best available data subject to adjustment to actuals at a later date. Quantities at points where OBAs exist shall be invoiced based on scheduled quantities.

- 12.2 Payment. Unless otherwise agreed, Shipper shall pay by wire transfer in immediately available funds to Trinity the full amount reflected on the invoice by the later of the 25th day of the month following service or within ten (10) days of the date of the invoice. If the tenth (10th) Day shall fall upon a weekend or legal holiday, then such payment shall be made on the last regular Business Day prior to such tenth (10th) Day. Party making payment should submit supporting documentation; party receiving payment should apply payment per supporting documentation provided by the paying party; and if payment differs from invoiced amount, remittance detail should be provided with the payment except when payment is made by electronic funds transfer (EFT), in which case, the remittance detail is due within two (2) Business Days of the payment due date.
- 12.3 Billing Adjustments. If an error is discovered in any billing, such error shall be adjusted within 30 Days of the determination thereof. If a dispute arises as to the amount payable in any invoice rendered hereunder, Shipper shall nevertheless pay when due the amount not in dispute under such invoice. Such payment shall not be deemed to be a waiver of the right by Shipper to recoup any overpayment, nor shall acceptance of any payment be deemed to be a waiver by Trinity to recoup any underpayment. In the event Shipper fails to forward the entire undisputed amount due to Trinity when the same is due, interest on the unpaid portion shall accrue at the same rate of interest and in the same manner as prescribed for pipeline refunds as set forth in Section 154.401(d) of the Commission's regulations under the Natural Gas Act from the date such payment is due until the same is paid. If Shipper's failure to pay the undisputed portion of any invoice rendered hereunder continues beyond thirty (30) Days after the due date of such invoice, then Trinity, in addition to all other legal remedies available to it, shall have the right and option to suspend further deliveries of gas until such default shall have been cured. If Shipper fails to pay the undisputed portion of any invoice, then Trinity, in addition to all other legal remedies available to it, shall have the right and option to terminate service hereunder.
- 12.4 Billing Disputes. If Shipper withholds payment of any disputed amount as authorized herein, Shipper shall within ten (10) Days after the due date of the disputed invoice submit to Trinity a written explanation of the dispute and any available supporting documentation. The parties shall then cooperate in good faith to resolve such dispute as expeditiously as possible, and the portion, if any, of such disputed amount eventually determined to be due shall bear interest at the rate stated in Section 12.3 above from the original due date until the date actually paid.
- 12.5 Right to Audit. Both Trinity and Shipper shall have the right at their own expense to examine and audit at any reasonable time the books, records (including measurement, billing and payment) and charts of the other to the extent necessary to verify the accuracy of any statements or charges made under or pursuant to any of the provisions of Shipper's Service Agreement. Upon request, Shipper shall also make available to Trinity for audit purposes any relevant records of Transporters to which Shipper has access. A formal audit of accounts shall not be made more often than once each Contract Year. Any inaccuracy will be promptly corrected when discovered; provided, however, that neither Trinity nor Shipper

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shall be required to maintain books, records or charts for a period of more than two (2) Contract Years following the end of the Contract Year to which they are applicable. Neither Trinity nor Shipper shall have any right to question or contest any charge or credit if the matter is not called to the attention of the other in writing within two (2) Contract Years after the end of the Contract Year in question.

12.6 Taxes. If at any time Trinity is required to remit any taxes assessed on the gas pursuant to Shipper's Service Agreement, then Trinity shall have the right to collect from Shipper such taxes, including penalties and interest. Shipper agrees to reimburse Trinity for the taxes assessed on the gas, including any penalties and interest, within fifteen (15) Days of the date of invoice from Trinity. Shipper shall furnish Trinity information, satisfactory to Trinity, to enable Trinity to comply with any reports required by state or federal government and agencies. Shipper recognizes that Trinity may be required to file federal and state tax returns, and Shipper agrees to furnish Trinity with adequate information pertaining to the taxation on the gas. Shipper shall coordinate such filings with Trinity.

12.7 Insurance. Shipper will be responsible for providing its own insurance coverage with respect to its gas in the Facility.

### 13 FUEL REIMBURSEMENT

13.1 Categories of Fuel Usage. The two general categories of fuel usage are: (1) Direct Fuel Usage, consisting of (a) compression fuel, (b) dehydration fuel, or (c) line heating fuel, if applicable; and (2) Indirect Fuel Usage, consisting of fuel that is consumed on site to (a) generate electricity, (b) heat facility (if any), or (c) fuel Trinity vehicles and lost and unaccounted for volumes to the extent required for the operation and maintenance of Trinity's Facility.

13.2 Fuel Reimbursement. Fuel Reimbursement shall be calculated separately for transportation, storage, balancing, parking, and loaning under Rate Schedules FSS, FHBS, FTS, EISS, EILS, ISS, IPS, ILS, IBTS, IBS, and ITS. Each Fuel Reimbursement charge shall be negotiated by Trinity and Shipper such that reimbursement of fuel may be paid in kind or in dollars per MMBtu, as set forth in Shipper's Service Agreement(s).

### 14 FORCE MAJEURE

14.1 Relief from Liability. Neither party shall be taken to have breached its obligations under the Service Agreement, the applicable Rate Schedule, or these General Terms and Conditions by reason of any act, omission or circumstance occasioned by or in consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, acts of sabotage, explosions, damage, breakage or accident to machinery or lines of pipe, failure of third-party transportation, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated or otherwise, not within the control of the party claiming suspension under this section, which act, omission or circumstance such party is unable by the exercise of due diligence to prevent or overcome.

- 14.2 Liabilities Not Relieved. Such causes or contingencies affecting performance by either party, however, shall not relieve such party of liability in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting performance relieve either party from its obligations to make payments of amounts then due in respect of gas theretofore delivered.
- 14.3 Proration of Impaired Deliveries. The provisions of Section 7 of the General Terms and Conditions shall govern the apportionment of available capacity when such available capacity is impaired so that Trinity is unable to deliver to Shipper the daily or annual quantities of gas provided by effective service agreements.
- 14.4 Scheduling of Construction and Maintenance. Trinity shall have the right to curtail, interrupt, or discontinue service in whole or in part on all or a portion of its system from time to time to perform repair, maintenance or improvements on Trinity's system as necessary to maintain the operational capability of the system, or to comply with applicable regulatory requirements, or to perform construction pursuant to valid FERC authorization. Trinity shall exercise due diligence to schedule repair, construction and maintenance so as to minimize disruptions of service to Shipper and shall provide reasonable notice of the same to Trinity.
- 14.5 Compliance with Directives of Governmental Agencies. Whenever in order to comply with orders, directives or regulations of duly constituted state, local or federal authorities, including, but not limited to, the Texas Railroad Commission, the Department of Transportation, the Federal Energy Regulatory Commission, and the Environmental Protection Agency, Trinity must curtail deliveries to Shipper and is unable to deliver to Shipper the quantities of gas which Shipper may then require up to the quantities of gas Trinity is then obligated to deliver to Shipper, Trinity shall not be liable in damages or otherwise to Shipper or any other person or entity for any such failure to deliver such quantities of gas to Shipper except to the extent the orders or directives were issued as a result of imprudence or failure to exercise due diligence on the part of Trinity.
- 14.6 Effect of Interconnecting Operations. In the event that any upstream entity involved in handling Shipper's gas refuses or is unable to deliver gas to Trinity, Trinity shall not be required to continue deliveries of gas on behalf of Trinity to the extent of such refusal or inability to deliver gas to Trinity. In the event that any downstream entity involved in handling Shipper's gas refuses or is unable to receive gas from Trinity, Trinity shall have the right to reduce deliveries of gas on behalf of Shipper to the extent of such refusal or inability by the downstream entity to receive gas.

15 [RESERVED FOR FUTURE USE]



## 16 GAS TITLE TRANSFERS

## 16.1 Title Transfers of Gas in Storage:

- (a) A Shipper that has executed a Service Agreement under Rate Schedules FSS, EISS, EILS, ISS, IPS or ILS may sell Storage Inventory to any other Shipper that has executed a Service Agreement under Rate Schedules FSS, EISS, EILS, ISS, IPS, and ILS if:
  - (1) The Shipper selling Storage Inventory provides notification to Trinity's dispatcher prior to the nomination deadline and Trinity with written verification of the transfer within three (3) Business Days;
  - (2) The purchase does not cause Shipper to exceed its MSQ, Maximum Interruptible Storage Capacity Quantity, Maximum Park Quantity or Maximum Loan Quantity, as applicable, and as specified in Exhibit A of Shipper's Service Agreement or Exhibit B of Shipper's Hub Services Agreement, as applicable, or cause either Shipper's balance to go below zero; and
  - (3) Trinity determines, in its sole discretion exercised within 24 hours after receiving the notification, that such purchase will not affect Trinity's ability to meet its obligations to existing shippers or the operations of its storage facilities, including any effect resulting from differences between the withdrawal and injection entitlements and service profiles of the Shipper transferor and transferee.
- (b) Trinity will recognize the transfer for purposes of computing available Storage Inventory on a prospective basis within 24 hours after receiving the notification. In the event the required written verification is not received, the transfer will no longer be recognized and the Storage Inventory for each Shipper will be restated to reflect the reversal of the transfer.
- (c) For each title transfer of gas in storage performed by Shipper under this Section, Shipper shall pay the gas title transfer rate set forth in Exhibit A of Shipper's FSS, EISS or ISS Service Agreement or Exhibit B of Shipper's Hub Service Agreement.

## 16.2 Title Transfers of Gas

- (a) Transfers of title between Shippers may be permitted by Trinity at Point(s) of Receipt and Point(s) of Delivery located on Trinity's system on an interruptible basis.
- (b) Requests for such transfers shall be made in accordance with the nomination procedures set forth in Section 6, Nominations and Scheduling, of the General

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Terms and Conditions herein. Trinity shall not unreasonably withhold approval of such transfers.

- (c) For each title transfer nominated by Shipper under Section 16 herein, Shipper shall pay the gas title transfer rate set forth in Shipper's Service Agreement

## 17 PENALTIES

17.1 A Shipper shall be liable for and shall be required to reimburse Trinity for all penalties, charges and fees which Trinity is required to pay to Transporter(s) as a consequence of Shipper's actions. The recovery of such penalty amounts shall be on an as-billed basis.

17.2 In addition to the payment of the penalties set forth in Section 17 herein, the responsible Shipper shall also be liable for, and shall reimburse Trinity for all costs incurred by Trinity as a consequence of such Shipper's actions.

## 18 NOTICES

18.1 Any notice, request, demand, or statement, provided for in Shipper's Service Agreement, except as otherwise provided herein, shall be given in writing, shall be delivered in person or sent by registered letter via the United States Mail or sent via e-mail or facsimile to the Parties at the addresses shown in the executed Service Agreement or at such other addresses as may hereafter be furnished to the other Party in writing. Each Party shall have the right to change the place to which notice shall be sent or delivered by similar notice or like manner to the other Party.

18.2 The effective date of notice issued pursuant to this Agreement shall be the earlier of the date of addressee's receipt of notice or the third (3rd) Business Day following the date on which the same is mailed by registered or certified mail, prepaid postage. Any notice initially delivered by facsimile shall be confirmed by regular mail within one (1) week after transmission of the facsimile.

## 19 JOINT OBLIGATIONS

When Shipper under a Service Agreement consists of two or more persons, the obligations of such persons under such agreement shall be joint and several and, except as otherwise provided, any action provided to be taken by Shipper shall be taken by such persons jointly.

## 20 NON-DISCRIMINATORY WAIVER OF SOC PROVISIONS AND NON-WAIVER OF FUTURE DEFAULTS

Trinity may waive any of its rights hereunder or any obligations of Shipper on a basis which is not unduly discriminatory; provided that no waiver by either Shipper or Trinity of any one or more defaults by the other in the performance of any provision of the Service Agreement between Shipper and Trinity shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.

## 21 MODIFICATION

No modification to the terms and provisions of any Service Agreement of exhibit thereto shall be or become effective except by the execution of a superseding Service Agreement or exhibit thereto.

## 22 SUCCESSORS IN INTEREST

Any company that succeeds by purchase, merger, consolidation or otherwise to the properties substantially as an entirety, of Trinity or of Shipper, used or intended to be used for rendering gas services, shall be entitled to the rights and shall be subject to the obligations of its predecessors in title under a Service Agreement. Notwithstanding the foregoing, Shipper may, upon notice to Trinity but without the need for Trinity's consent, assign all or part of its right, interest and obligations under this Agreement to any wholly-owned affiliate(s) of Shipper that has a credit rating equal to or higher than Shipper's but in no event lower than the Minimum Acceptable Credit Rating (or that has been provided a guarantee in Trinity's favor from an affiliated entity with such a rating). No assignment by Shipper pursuant to this Section 22 shall relieve Shipper of its obligations under a Service Agreement unless such release is specifically granted by Trinity. These restrictions on assignment shall not in any way prevent any Party from pledging or mortgaging its rights under a Service Agreement as security for its indebtedness.

## 23 DEFAULT

23.1 Termination. If either Trinity or Shipper shall fail to perform any of the covenants or obligations imposed upon it or them under and by virtue of this SOC or any effective Service Agreement except due to causes excused by Force Majeure, then the other party may at its option terminate such agreement by proceeding as follows. The party not in default shall provide written notice to the party in default stating specifically the cause for terminating the agreement and declaring it to be the intention of the party giving the notice to terminate the same; thereupon the party in default shall have thirty (30) days after receipt of such notice to remedy or remove the cause or causes stated in the notice, and if within the thirty (30) day period the party in default does so remove and remedy said cause or causes and fully indemnifies the party not in default for any and all consequences of such breach, by a good and sufficient indemnity bond or otherwise, then such notice shall be withdrawn and the agreement shall continue in full force and effect. In case the party in default does not so remedy and remove the cause or causes or does not so indemnify the party giving the notice for any and all consequences of such breach, within the thirty (30) day period, then, after any necessary authorization by regulatory bodies having jurisdiction, the agreement shall become void at the expiration of said period, provided that notice of termination has not been withdrawn prior thereto. Any cancellation of such agreement pursuant to the provisions of this Section shall be without prejudice to the right of Trinity to collect any amounts then due to it for the provision of any natural gas service prior to the time of cancellation, and shall be without prejudice to the right of Shipper to receive any service for which it has paid but has not received, although entitled thereto, prior to the time of cancellation, and without waiver of any remedy to which the party not in default may be entitled for violations of such agreement.

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- 23.2 Suspension of Service. Prior to a termination for default, Trinity may suspend service to any Shipper who fails to comply with the General Terms and Conditions, the applicable rate schedule, or Shipper's Service Agreement. Trinity's failure to invoke its right to terminate an agreement for default shall not be construed as a waiver of Trinity's right to terminate service during any other period when Shipper is in violation of the terms of this SOC or of Shipper's Service Agreement.
- 23.3 Other Rights Preserved. The availability or exercise of the right to terminate a Service Agreement pursuant to this section shall not serve to diminish or affect the right of the Parties to seek damages or specific performance, for breach of the Service Agreement, as provided in such agreement.
- 23.4 Waiver of Default. No waiver by either Party of any one or more defaults by the other in the performance of any provisions of the Service Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

## 24 POLICY WITH RESPECT TO FEES AND CONSTRUCTION OF NEW FACILITIES

- 24.1 Except as provided in Section 24.2 herein, Shipper shall reimburse Trinity (a) for the costs of any facilities installed by Trinity with Shipper's consent to receive, measure, store or deliver gas for Shipper's account and (b) for any and all filings and approval fees required in connection with Shipper's Service Agreement that Trinity is obligated to pay to the Commission, the TRC, or any other governmental authority having jurisdiction. Any reimbursement due Trinity by Shipper pursuant to this Section 24.1 shall be due and payable to Trinity within ten (10) Days of receipt by Shipper of Trinity's bill(s) for same; provided, however subject to Trinity's consent such reimbursement, plus carrying charges thereon, may be amortized over a mutually agreeable period not to extend beyond the primary contract term of the Service Agreement between Trinity and Shipper. Carrying charges shall be computed utilizing interest factors acceptable to both Trinity and Shipper.
- 24.2 Trinity may waive from time to time, at its discretion, all or a portion of the facility cost reimbursement requirement set forth in Section 24.1 if Shipper provides Trinity adequate assurances of storage quantities to make construction of the facilities economical to Trinity. All requests for waiver shall be handled by Trinity in a manner which is not unduly discriminatory. For purposes of determining whether a project is economical, Trinity will evaluate projects on the basis of various economic criteria, which will include the estimated transportation or storage quantities, cost of the facilities, operating and maintenance as well as administrative and general expenses attributable to the facilities, the revenues Trinity estimates will be generated as a result of such construction, and the availability of capital funds on terms and conditions acceptable to Trinity. In estimating the revenues to be generated, Trinity will evaluate the existence of capacity limitations downstream of the facilities, the marketability of the capacity, the interruptible versus the firm nature of the service, and other similar factors which impact whether the available capacity will actually be utilized.

## 25 [RESERVED FOR FUTURE USE]

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## 26 DISPOSITION OF RETAINED QUANTITIES

In the event that Trinity holds an auction for gas quantities retained pursuant to Section 8 of Rate Schedule FSS, Section 8 of Rate Schedule EISS, Section 8 of Rate Schedule ISS, Section 8 of Rate Schedule IPS or Section 8 of Rate Schedule IBS, Trinity shall post such quantities on the Latitude System on the fifth (5th) Business Day following the fifteenth (15th) of the Month. Trinity shall accept bids only during the time period from 7:00 A.M. until 11:00 A.M. CT on the seventh (7th) Business Day following date of the posting. Trinity shall sell the quantities to Shipper submitting the highest bid, and shall notify such Shipper prior to 4:00 P.M. CT of the same day on which Trinity accepts the bids; provided, however, Trinity reserves the right to reject all bids. When the gas is purchased at auction, Shipper must provide identification of the existing storage Service Agreement with Trinity under which Shipper shall store the gas in Trinity's Facilities. Trinity will retain any revenues received from an auction conducted pursuant to this Section 26.

RATE SCHEDULE FSS  
FIRM STORAGE SERVICE

## 1 AVAILABILITY

Service under this Rate Schedule is available for any Shipper for the purchase of firm natural gas storage service from Trinity, provided that:

- (a) Trinity has determined that it has sufficient facilities and available and uncommitted storage capacity and injection and withdrawal capacity to perform service requested by Shipper;
- (b) Shipper has submitted a valid request for service and executed a firm storage service agreement with Trinity;
- (c) Shipper accepts responsibility for arranging any transportation service required for utilization of the storage service provided under this rate schedule;
- (d) The provision of services to Shipper under this Rate Schedule will not cause Trinity to violate any Applicable Law, including but not limited to Section 311(a)(2) of the NGPA and Section 284.224 of the Commission's rules and regulations, 18 C.F.R. § 284.224;
- (e) Availability of service under this rate schedule shall be subject to a determination by Trinity that service requested hereunder shall not cause a reduction in Trinity's ability to provide other firm services;
- (f) Shipper complies with the provisions of this Rate Schedule and with all other applicable provisions of the SOC; and
- (g) Service under this rate schedule may not be available to the extent that Trinity would be required to construct, modify, expand or acquire any facilities to enable Trinity to perform the requested services.

## 2 APPLICABILITY AND CHARACTER OF SERVICE

2.1 Subject to the limitations and requirements set forth in this Rate Schedule, the General Terms and Conditions, and Shipper's FSS Service Agreement, Trinity shall:

- (a) inject quantities received by the Trinity from or on behalf of Shipper and designated by Shipper for delivery to "FSS Storage," on a daily basis up to the Maximum Daily Injection Quantity ("MDIQ"), not to exceed the Maximum Storage Quantity ("MSQ") set forth in Shipper's FSS Service Agreement, less sufficient quantities for Fuel Reimbursement;

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- (b) store quantities received by Trinity from or on behalf of Shipper and designated by Shipper, up to the MSQ set forth in Shipper's FSS Service Agreement;
  - (c) deliver to Shipper thermally equivalent quantities of gas, on a daily basis up to the Maximum Daily Withdrawal Quantity ("MDWQ") not to exceed the MSQ set forth in Shipper's FSS Service Agreement, provided that Trinity shall not be obligated under this Rate Schedule on any Day to deliver gas in excess of the Storage Inventory quantities then held in storage for Shipper.
- 2.2 Service rights under an FSS Service Agreement may not be assigned unless prior written approval is received from Trinity.
- 2.3 Shipper shall be responsible for providing a quantity of Base Gas, as set forth in Exhibit A of Shipper's FSS Service Agreement.
- 2.4 Shipper shall be permitted to combine the firm injection, storage or withdrawal of gas available under this FSS Rate Schedule set forth in this SOC; and, provided further, that priority for each service shall be determined by the respective priority of the service as set forth in Section 7 of the General Terms and Conditions of this SOC.
- 2.5 In addition to the intrastate services provided hereunder, Trinity offers and performs interstate storage and transportation services that are subject to the exclusive jurisdiction of the Federal Energy Regulatory Commission and that are exempt from TRC regulation. To provide Shippers with flexibility to access intrastate and/or interstate markets, Shippers may contract for both intrastate and NGPA Section 311 service on mutually agreeable terms, and Trinity will, at Shipper's option, administer Shipper's intrastate and NGPA Section 311 contracts on an integrated basis such that a Shipper's combined usage under the intrastate and NGPA Section 311 agreements cannot exceed the MSQ, MDIQ, MDWQ, MDBQ or MHBQ, as the case may be per the Shipper's FSS Service Agreement; provided, however, that Trinity's provision of NGPA Section 311 service without undue discrimination shall not be conditioned on Shipper's subscription to intrastate capacity.

### 3 AUTHORIZED OVERRUN SERVICE

- 3.1 Shipper may submit a nomination for injections in excess of its MDIQ or MHIQ ("Excess Injection Gas") or withdrawals in excess of its MDWQ or MHWQ ("Excess Withdrawal Gas") or storage in excess of its MSQ ("Authorized Overrun Service".) In the event that Shipper makes such a nomination, Trinity will schedule and confirm (i) the request to the extent that additional flexibility exists during the time period of the request in accordance with Section 7.2 of the General Terms and Conditions, and (ii) using reasonable discretion, that Trinity can accommodate the request without detriment to Trinity's facilities and/or Trinity's ability to meet its firm obligations to other Shippers.
- 3.2 Trinity, at its sole discretion, shall have the right to interrupt all or part of these authorized overrun quantities nominated as may be required by the operation of its facilities, subject to Section 7 of the General Terms and Conditions of this SOC.

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#### 4 RATES AND CHARGES

4.1 The charges to be paid by Shipper shall be mutually agreed to by Trinity and Shipper. For all service rendered under this Rate Schedule, each Month, Shipper shall pay Trinity the charges set forth below, unless otherwise mutually agreed to by Trinity and Shipper and specified in Shipper's FSS Service Agreement.

- (a) Storage Reservation Charge. A charge, as set forth in Exhibit A of Shipper's FSS Service Agreement, for each MMBtu per Month of Shipper's MSQ.
- (b) Injection Charge. A usage charge, as set forth in Exhibit A of Shipper's FSS Service Agreement, for each MMBtu injected per Month, for Shipper's account, into Trinity's facilities pursuant to Section 2.1(a) of this Rate Schedule.
- (c) Withdrawal Charge. A usage charge, as set forth in Exhibit A of Shipper's FSS Service Agreement, for each MMBtu withdrawn per Month, for Shipper's account, from Trinity's facilities pursuant to Section 2.1(c) of this Rate Schedule.
- (d) Fuel Reimbursement. The amount of Shipper's gas which is reimbursed by Shipper in kind or in dollars per MMBtu for fuel used and losses incurred per Month in the provision of service provided in conjunction with the Agreement as set forth in Exhibit A of Shipper's FSS Service Agreement.
- (e) Excess Injection Charge. A usage charge, as set forth in Exhibit A of Shipper's FSS Service Agreement, for each MMBtu injected per Month, for Shipper's account, as Excess Injection Gas by Shipper pursuant to Section 3 of this Rate Schedule.
- (f) Excess Withdrawal Charge. A usage charge, as set forth in Exhibit A of Shipper's FSS Service Agreement, for each MMBtu withdrawn per Month, for Shipper's account, as Excess Withdrawal Gas by Shipper pursuant to Section 3 of this Rate Schedule.
- (g) Authorized Overrun Service Charge. A usage charge, as set forth in Exhibit A of Shipper's FSS Service Agreement, for each MMBtu stored in excess of Shipper's MSQ per Month pursuant to Section 3 of this Rate Schedule.
- (h) Taxes. Shipper shall reimburse Trinity for all property or other taxes associated with the quantities held for Shipper in storage under this Rate Schedule. Trinity shall invoice Shipper periodically for all taxes, if any, attributable to the injection, storage or withdrawal of gas, including Base Gas.

4.2 The charges and surcharges described in this Rate Schedule are subject to adjustment in accordance with the procedures set forth in the General Terms and Conditions.



## 5 AUTHORIZATION, RATES, TERMS AND CHANGES

5.1 Shipper's FSS Service Agreement(s) and the respective obligations of the Parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance by the TRC, and any other state or local governmental agency having jurisdiction of requisite authorization for Trinity to provide the storage service contemplated herein and to construct and operate the gas storage facilities necessary to provide such storage service and for any connected pipeline to transport natural gas to/from the Point(s) of Receipt/Point(s) of Delivery necessary to effect the storage service provided herein.

5.2 Trinity shall have the right to propose to the TRC or any other governing regulatory body such changes in its rates and terms of service as it deems necessary, and Shipper's FSS Service Agreement shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

## 6 CURTAILMENT

If, due to an emergency situation or when unexpected capacity loss occurs after scheduling, Trinity's capability to receive or deliver quantities is impaired so that Trinity is unable to receive or deliver the quantities provided for in its FSS Service Agreement with Shippers, then capacity, withdrawals and/or injections, will be allocated according to the priority of service as set forth in Section 7 of the General Terms and Conditions of this SOC.

## 7 RIGHT OF FIRST REFUSAL

7.1 Trinity may discontinue service to Shipper at the end of any FSS Service Agreement's primary term, or any roll-over of Shipper's FSS Service Agreement, unless Trinity and Shipper mutually agree to include a right of first refusal ("ROFR") in the FSS Service Agreement and Shipper exercises its ROFR for the storage capacity covered by that agreement by matching the best bid offered to Trinity by any Potential Shipper. A Potential Shipper is "qualified," within the meaning of this Section, if that Shipper meets the creditworthiness criteria set forth in Section 2.4 of the General Terms and Conditions.

7.2 Not less than twelve (12) Months prior to the expiration of a FSS Service Agreement that includes a ROFR, Shipper must provide written notice to Trinity of its intent to exercise any negotiated ROFR provisions applicable under the FSS Service Agreement. Failure by Shipper to give Trinity the notice specified in this section will result in the automatic abandonment of the service and the Shipper's right to storage capacity will cease at the end of the primary term.

7.3 In the event Shipper notifies Trinity in accordance with the terms of this Rate Schedule, not less than six (6) Months prior to the termination or expiration of a FSS Service Agreement that contains a ROFR, Trinity may seek bids from qualified Potential Shippers who desire, in whole or in part, the capacity to be made available upon the expiration or termination of a

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FSS Service Agreement that includes a ROFR. All bids must be received by Trinity within the timeframe set forth in the bid solicitation notice. Upon receipt of all bids by Potential Shippers, Trinity will select the best bid received from a qualified Potential Shipper and communicate the terms of that bid to Shipper, who may elect, within ten (10) Days, or such greater time as Trinity may specify, to execute a renewed FSS Service Agreement upon the same terms. In determining which bid for the capacity is the best, Trinity will use an objective, not unduly discriminatory methodology.

- 7.4 If Shipper does not elect to match the terms of the best bid, its FSS Service Agreement will expire at the conclusion of its term and Trinity will be deemed to have all necessary abandonment authorization with respect to such Service. Trinity may enter into a new FSS Service Agreement with the qualified Potential Shipper who submitted the best bid.
- 7.5 Regardless of any bids received, Trinity shall retain the right to require a minimum rate or term of Service, which shall be market-based, for bids during any bid solicitation.
- 7.6 If during the bid solicitation period, Trinity receives no bids or rejects all bids, Shipper and Trinity may negotiate for continuation of service under mutually satisfactory rates, terms, and conditions. In no event, however, will such continued service be provided at a rate lower than the best bid by a qualified Potential Shipper during the bid solicitation.

## 8 EXPIRATION OF TERM

- 8.1 At least ten (10) Business Days prior to the expiration of any primary term or renewed term of Shipper's FSS Service Agreement, Trinity shall notify Shipper to withdraw all Storage Inventory held by Trinity for Shipper's account. Trinity's notice to Shipper may be given verbally but shall be confirmed in writing via e-mail or facsimile to Shipper. Before the end of the contract term, Shipper must either physically withdraw the Storage Inventory or indicate to Trinity in writing that it desires to have Trinity cash out the Storage Inventory on mutually agreeable terms. If, by midnight on the last Day of the contract term, Shipper neither has withdrawn such Storage Inventory nor indicated in writing to Trinity that it desires to exercise the cash-out option, then Trinity may take, free and clear of any adverse claims or obligation to Shipper, title to such Storage Inventory quantities as Shipper was required to withdraw or cash out; provided, however, that if Shipper was unable to withdraw its Storage Inventory quantities due to an interruption of Shipper's withdrawal service during the last ten (10) days before termination, Shipper shall be allowed to withdraw its gas within a reasonable period following the end of the contract term
- 8.2 In the event that Trinity retains and takes title to any of Shipper's Storage Inventory pursuant to this Section 8, Trinity shall dispose of such Storage Inventory in accordance with the provisions of Section 26 of the General Terms and Conditions of this SOC.

## 9 GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions are applicable to this Rate Schedule and are made a part hereof.

RATE SCHEDULE FHBS  
FIRM HOURLY BALANCING SERVICE

1 AVAILABILITY

Service under this Rate Schedule is available for any Shipper for the withdrawal of natural gas from Trinity on a firm hourly basis, and the subsequent injection of natural gas, or alternatively, the injection of natural gas into Trinity on a firm hourly basis and the subsequent withdrawal of natural gas, provided that:

- (a) Trinity has determined that it has sufficient facilities and available and uncommitted storage capacity and injection and withdrawal capacity to perform service requested by Shipper;
- (b) Shipper has submitted a valid request for service and executed a firm hourly balancing service agreement with Trinity;
- (c) Shipper accepts responsibility for arranging any transportation service required for utilization of the hourly balancing service provided under this rate schedule;
- (d) The provision of services to Shipper under this Rate Schedule will not cause Trinity to violate any Applicable Law, including but not limited to Section 311(a)(2) of the NGPA and Section 284.224 of the Commission's rules and regulations, 18 C.F.R. § 284.224;
- (e) Availability of service under this rate schedule shall be subject to a determination by Trinity that service requested hereunder shall not cause a reduction in Trinity's ability to provide other firm services;
- (f) Service under this rate schedule shall be limited to the specified hours of the day, and up to the Maximum Daily Balancing Quantity ("MDBQ") and the Maximum Hourly Balancing Quantity ("MHBQ") quantities specified in the executed service agreement. The MHBQ shall be no less than 1/18th of the MDBQ and no greater than 1/4th the MDBQ;
- (g) Shipper complies with the provisions of this Rate Schedule and with all other applicable provisions of this SOC; and
- (h) Service under this rate schedule may not be available to the extent that Trinity would be required to construct, modify, expand or acquire any facilities to enable Trinity to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE.

2.1 Subject to the limitations and requirements set forth in this Rate Schedule, the General Terms and Conditions, and Shipper's FHBS Service Agreement, Trinity shall:

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- (a) deliver to Shipper, at a rate not to exceed the MHBQ specified in Shipper's FHBS Service Agreement, quantities of gas up to the MDBQ set forth in Shipper's FHBS Service Agreement, provided that Trinity shall not be obligated under this Rate Schedule on any Day to deliver gas in excess of a Shipper's MDBQ; and
- (b) inject thermally equivalent quantities of gas received from or on behalf of Shipper into Trinity's system, at a rate not to exceed the MHBQ specified in Shipper's FHBS Service Agreement, and up to the MDBQ set forth in Shipper's FHBS Service Agreement, less sufficient quantities for Fuel Reimbursement.

Injections and withdrawals under a Shipper's FHBS Service Agreement shall be in no particular order, provided that a Shipper's combined injections and withdrawals during any single Day under its FHBS Service Agreement shall have a net zero balance between the quantity of injections and the quantity of withdrawals made by or on behalf of Shipper.

2.2 Service rights under an FHBS Service Agreement may not be assigned unless prior written approval is received from Trinity.

2.3 Shipper shall ensure that any quantities of gas injected or withdrawn under an FHBS Service Agreement during a Day shall be replenished by corresponding injections or withdrawals of gas into Trinity's system during the same Day, such that Shipper maintains a zero balance of injections and withdrawals by the end of any such Day.

2.4 Priority for each service shall be determined by the respective priority of the service as set forth in Section 7 of the General Terms and Conditions of this SOC.

2.5 In addition to the intrastate services provided hereunder, Trinity offers and performs interstate storage and transportation services that are subject to the exclusive jurisdiction of the Federal Energy Regulatory Commission and that are exempt from TRC regulation. To provide Shippers with flexibility to access intrastate and/or interstate markets, Shippers may contract for both intrastate and NGPA Section 311 service on mutually agreeable terms, and Trinity will, at Shipper's option, administer Shipper's intrastate and NGPA Section 311 contracts on an integrated basis such that a Shipper's combined usage under the intrastate and NGPA Section 311 agreements cannot exceed the MSQ, MDIQ, MDWQ, MDBQ or MHBQ, as the case may be per the Shipper's FHBS Service Agreement; provided, however, that Trinity's provision of NGPA Section 311 service without undue discrimination shall not be conditioned on Shipper's subscription to intrastate capacity.

### 3. Authorized OVERRUN SERVICE

3.1 Shipper may submit a nomination for injections or withdrawals at rates in excess of its MHBQ ("Excess Injection Gas," or "Excess Withdrawal Gas") or in quantities in excess of its MDBQ ("Authorized Overrun Service"). In the event that Shipper makes such a nomination, Trinity will schedule and confirm (i) the request, to the extent that additional flexibility exists during the time period of the request in accordance with Section 7 of the General Terms and Conditions, and (ii) using reasonable discretion, that Trinity can accommodate the request

## Trinity Gas Storage, LLC

without detriment to Trinity's facilities and/or Trinity's ability to meet its firm obligations to other Shippers.

- 3.2 Trinity, at its sole discretion, shall have the right to interrupt all or part of these authorized overrun quantities nominated as may be required by the operation of its facilities, subject to Section 7 of the General Terms and Conditions of this SOC.

#### 4. RATES AND CHARGES

- 4.1 The charges to be paid by Shipper shall be mutually agreed to by Trinity and Shipper. For all service rendered under this Rate Schedule, each Month, Shipper shall pay Trinity the charges set forth below, unless otherwise mutually agreed to by Trinity and Shipper and specified in Shipper's FHBS Service Agreement.

- (a) Monthly Balancing Reservation Charge. A charge, as set forth in Exhibit A of Shipper's FHBS Service Agreement, for each MMBtu per Month of Shipper's MDBQ.
- (b) Withdrawal Charge. A usage charge, as set forth in Exhibit A of Shipper's FHBS Service Agreement, for each MMBtu withdrawn, for Shipper's account, from Trinity's facilities pursuant to Section 2.1 of this Rate Schedule.
- (c) Injection Charge. A usage charge, as set forth in Exhibit A of Shipper's FHBS Service Agreement, for each MMBtu injected, for Shipper's account, into Trinity's facilities pursuant to Section 2.1 of this Rate Schedule.
- (d) Excess Withdrawal Charge. A usage charge, as set forth in Exhibit A of Shipper's FHBS Service Agreement, for each MMBtu withdrawn per Month, for Shipper's account, in excess of Shipper's MHBQ, pursuant to Section 3 of this Rate Schedule.
- (e) Excess Injection Charge. A usage charge, as set forth in Exhibit A of Shipper's FHBS Service Agreement, for each MMBtu injected per Month, for Shipper's account, in excess of Shipper's MHBQ, pursuant to Section 3 of this Rate Schedule.
- (f) Authorized Overrun Service Charge. A usage charge, as set forth in Exhibit A of Shipper's FHBS Service Agreement, for each MMBtu withdrawn or injected per month in excess of Shipper's MDBQ, pursuant to Section 3 of this Rate Schedule.
- (g) Fuel Reimbursement. The amount of Shipper's gas which is reimbursed by Shipper in kind or in dollars per MMBtu for fuel used and losses incurred per Month in the provision of service provided in conjunction with the Agreement, as set forth in Exhibit A of Shipper's FHBS Service Agreement.
- (h) Taxes. Trinity shall invoice Shipper periodically for all taxes, if any attributable to the injection or withdrawal of gas.

4.2 The charges and surcharges described in this Rate Schedule are subject to adjustment in accordance with the procedures set forth in the General Terms and Conditions.

## 5. AUTHORIZATION, RATES, TERMS AND CHANGES

5.1 Shipper's FHBS Service Agreement(s) and the respective obligations of the Parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance by the TRC, and any other state or local governmental agency having jurisdiction of requisite authorization for Trinity to provide the service contemplated herein and to construct and operate the natural gas storage facilities necessary to provide such service and for any connected pipeline to transport natural gas to/from the Point(s) of Receipt/Point(s) of Delivery necessary to effect the service provided herein.

5.2 Trinity shall have the right to propose to the TRC, or any other governing regulatory body such changes in its rates and terms of service as it deems necessary, and Shipper's FHBS Service Agreement shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

## 6. CASHOUT

If Shipper fails to replace gas that has been withdrawn for or on the account of Shipper, Trinity will, within five (5) Business Days, purchase quantities of gas to make up the short fall and invoice Shipper for (i) an amount equal to \$ 1.00 per MMBtu of gas it has withdrawn and failed to inject within the same Gas Day, (ii) the actual cost of the replacement gas, and (iii) any administrative costs incurred by Trinity.

## 7. CURTAILMENT

If, due to an emergency situation or when unexpected capacity loss occurs after scheduling, Trinity's capability to receive or deliver quantities is impaired so that Trinity is unable to receive or deliver the injections will be allocated according to the priority of service as set forth in Section 7 of the General Terms and Conditions of this SOC.

## 8. RIGHT OF FIRST REFUSAL

8.1 Trinity may discontinue service to Shipper at the end of any FHBS Service Agreement's primary term, or any roll-over of Shipper's FHBS Service Agreement, unless Trinity and Shipper mutually agree to include a right of first refusal ("ROFR") in the FHBS Service Agreement and Shipper exercises its ROFR for the storage capacity covered by that agreement by matching the best bid offered to Trinity by a Potential Shipper. A Potential Shipper is "qualified," within the meaning of this Section, if that Shipper meets the creditworthiness criteria set forth in Section 2.4 of the General Terms and Conditions.

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- 8.2 Not less than twelve (12) Months prior to the expiration of a FHBS Service Agreement that includes a ROFR, Shipper must provide written notice to Trinity of its intent to exercise any ROFR provisions applicable under the FHBS Service Agreement. Failure by Shipper to give Trinity the notice specified in this section will result in the automatic abandonment of the service and the Shipper's right to service will cease at the end of the primary term.
- 8.3 In the event Shipper notifies Trinity in accordance with the terms of this Rate Schedule, not less than six (6) Months prior to the termination or expiration of a FHBS Service Agreement that contains a ROFR, Trinity may seek bids from qualified Potential Shippers who desire, in whole or in part, the capacity to be made available upon the expiration or termination of a FHBS Service Agreement that includes a ROFR. All bids must be received by Trinity within the timeframe set forth in the bid solicitation notice. Upon receipt of all bids by Potential Shippers, Trinity will select the best bid received from a qualified Potential Shipper and communicate the terms of that bid to Shipper, who may elect, within ten (10) Days, or such greater time as Trinity may specify, to execute a renewed FHBS Service Agreement upon the same terms. In determining which bid for the capacity is the best, Trinity will use an objective, not unduly discriminatory methodology.
- 8.4 If Shipper does not elect to match the terms of the best bid, its FHBS Service Agreement will expire at the conclusion of its term and Trinity will be deemed to have all necessary abandonment authorization with respect to such Service. Trinity may enter into a new FHBS Service Agreement with the qualified Potential Shipper who submitted the best bid.
- 8.5 Regardless of any bids received, Trinity shall retain the right to require a minimum rate or term of Service, which shall be market-based, for bids during any bid solicitation.
- 8.6 If during the bid solicitation period, Trinity receives no bids or rejects all bids, Shipper and Trinity may negotiate for continuation of service under mutually satisfactory rates, terms, and conditions. In no event, however, will such continued service be provided at a rate lower than the best bid by a qualified Potential Shipper during the bid solicitation.

## 9. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions are applicable to this Rate Schedule and are made a part hereof.

RATE SCHEDULE FTS  
FIRM TRANSPORTATION SERVICE

1 AVAILABILITY

Service under this Rate Schedule is available for any Shipper for the purchase of firm natural gas transportation service from Trinity, provided that:

- (a) Trinity has determined that it has sufficient facilities and available and uncommitted transportation capacity to perform service requested by Shipper;
- (b) Shipper has submitted a valid request for service and executed a firm transportation service agreement with Trinity;
- (c) Shipper accepts responsibility for arranging any upstream or downstream service required for utilization of the transportation service provided under this rate schedule;
- (d) The provision of services to Shipper under this Rate Schedule will not cause Trinity to violate any Applicable Law including but not limited to Section 311(a)(2) of the NGPA and Section 284.224 of the Commission's rules and regulations, 18 C.F.R. § 284.224;
- (e) Availability of service under this rate schedule shall be subject to a determination by Trinity that service requested hereunder shall not cause a reduction in Trinity's ability to provide other firm services;
- (f) Shipper complies with the provisions of this Rate Schedule and with all other applicable provisions of the SOC; and
- (g) Service under this rate schedule may not be available to the extent that Trinity would be required to construct, modify, expand or acquire any facilities to enable Trinity to perform the requested services

2 APPLICABILITY AND CHARACTER OF SERVICE

2.1 Subject to the limitations and requirements set forth in this Rate Schedule, the General Terms and Conditions, and Shipper's FTS Service Agreement, Trinity shall deliver to Shipper thermally equivalent quantities of gas, on a daily basis up to the Maximum Daily Quantity ("MDQ") set forth in Shipper's FTS Service Agreement.

2.2 Service rights under an FTS Service Agreement may not be assigned unless prior written approval is received from Trinity.

2.3 Service provided under this Rate Schedule shall have the priority specified in Section 7 of the General Terms and Conditions in this SOC.



## Trinity Gas Storage, LLC

2.4 In addition to the intrastate services provided hereunder, Trinity offers and performs interstate storage and transportation services that are subject to the exclusive jurisdiction of the Federal Energy Regulatory Commission and that are exempt from TRC regulation. To provide Shippers with flexibility to access intrastate and/or interstate markets, Shippers may contract for both intrastate and NGPA Section 311 service on mutually agreeable terms, and Trinity will, at Shipper's option, administer Shipper's intrastate and NGPA Section 311 contracts on an integrated basis such that a Shipper's combined usage under the intrastate and NGPA Section 311 agreements cannot exceed the MSQ, MDIQ, MDWQ, MDBQ or MHBQ, as the case may be per the Shipper's FTS Service Agreement; provided, however, that Trinity's provision of NGPA Section 311 service without undue discrimination shall not be conditioned on Shipper's subscription to intrastate capacity.

2.5

### 3 OVERRUN SERVICE

3.1 Shipper may submit a nomination for delivery in excess of its MDQ ("Authorized Overrun Service"). In the event that Shipper makes such a nomination, Trinity will schedule and confirm (i) the request to the extent that additional flexibility exists during the time period of the request in accordance with Section 7.2 of the General Terms and Conditions, and (ii) using reasonable discretion, that Trinity can accommodate the request without detriment to Trinity's facilities and/or Trinity's ability to meet its firm obligations to other Shippers.

3.2 Trinity, at its sole discretion, shall have the right to interrupt all or part of these authorized overrun quantities nominated as may be required by the operation of its facilities, subject to Section 7 of the General Terms and Conditions of this SOC.

### 4 RATES AND CHARGES

4.1 The charges to be paid by Shipper shall be mutually agreed to by Trinity and Shipper. For all service rendered under this Rate Schedule, each Month, Shipper shall pay Trinity the charges set forth below, unless otherwise mutually agreed to by Trinity and Shipper and as specified in Shipper's FTS Service Agreement:

- (a) Transportation Reservation Charge. A charge, as set forth in Exhibit A of Shipper's FTS Service Agreement, for each MMBtu per Month of Shipper's MDQ.
- (b) Transportation Commodity Charge: A charge, as set forth in Exhibit A of Shipper's FTS Service Agreement, for each MMBtu delivered within Shipper's MDQ.
- (c) Fuel Reimbursement. The amount of Shipper's gas which is reimbursed by Shipper in kind or in dollars per MMBtu for fuel used and losses incurred per Month in the provision of service provided in conjunction with the Agreement as set forth in Exhibit A of Shipper's FTS Service Agreement.

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- (d) Authorized Overrun Service Charge. A usage charge, as set forth in Exhibit A of Shipper's FTS Service Agreement, for each MMBtu delivered in excess of Shipper's MDQ pursuant to Section 3 of this Rate Schedule.
- (e) Taxes. Shipper shall reimburse Trinity for all property or other taxes associated with the quantities delivered by Shipper under this Rate Schedule. Trinity shall invoice Shipper periodically for all taxes, if any, attributable to the delivery of gas, including Base Gas.

4.2 The charges and surcharges described in this Rate Schedule are subject to adjustment in accordance with the procedures set forth in the General Terms and Conditions.

## 5 MONTHLY BILL

The monthly bill for interruptible transportation service shall reflect the applicable charges set forth under Section 3 of this Rate Schedule at rates set forth in Shipper's FTS Service Agreement.

## 6 TERM

The term for service under this Rate Schedule shall be as set forth in Shipper's FTS Service Agreement.

## 7 AUTHORIZATION, RATES, TERMS AND CHANGES

7.1 Shipper's FTS Service Agreement(s) and the respective obligations of the Parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by the TRC, and any other state or local government agency having jurisdiction of requisite authorization for Trinity to provide the transportation service contemplated herein and to construct and operate the facilities necessary to provide such service and for any connected pipeline to transport natural gas to/from the Point(s) of Receipt/Point(s) of Delivery necessary to effect the transportation service provided herein.

7.2 Trinity shall have the right to propose to the TRC, or any other governing regulatory body such changes in its rates and terms of service as it deems necessary, and Shipper's FTS Service Agreement shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

## 8 CURTAILMENT

If, due to an emergency situation or when unexpected capacity loss occurs after scheduling, Trinity's capability to receive or deliver quantities is impaired so that Trinity is unable to receive or deliver the quantities provided for in its FTS Service Agreement with Shippers, then capacity will be allocated according to the priority of service as set forth in Section 7 of the General Terms and Conditions of this SOC.

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## 9 RIGHT OF FIRST REFUSAL

- 9.1 Trinity may discontinue service to Shipper at the end of any FTS Service Agreement's primary term, or any roll-over of Shipper's FTS Service Agreement, unless Trinity and Shipper mutually agree to include a right of first refusal ("ROFR") in the FTS Service Agreement and Shipper exercises its ROFR for the transportation capacity covered by that agreement by matching the best bid offered to Trinity by any Potential Shipper. A Potential Shipper is "qualified," within the meaning of this Section, if that Shipper meets the creditworthiness criteria set forth in Section 2.4 of the General Terms and Conditions.
- 9.2 Not less than twelve (12) Months prior to the expiration of a FTS Service Agreement that includes a ROFR, Shipper must provide written notice to Trinity of its intent to exercise any negotiated ROFR provisions applicable under the FTS Service Agreement. Failure by Shipper to give Trinity the notice specified in this section will result in the automatic abandonment of the service and the Shipper's right to transportation capacity will cease at the end of the primary term.
- 9.3 In the event Shipper notifies Trinity in accordance with the terms of this Rate Schedule, not less than six (6) Months prior to the termination or expiration of a FTS Service Agreement that contains a ROFR, Trinity may seek bids from qualified Potential Shippers who desire, in whole or in part, the capacity to be made available upon the expiration or termination of a FTS Service Agreement that includes a ROFR. All bids must be received by Trinity within the timeframe set forth in the bid solicitation notice. Upon receipt of all bids by Potential Shippers, Trinity will select the best bid received from a qualified Potential Shipper and communicate the terms of that bid to Shipper, who may elect, within ten (10) Days, or such greater time as Trinity may specify, to execute a renewed FTS Service Agreement upon the same terms. In determining which bid for the capacity is the best, Trinity will use an objective, not unduly discriminatory methodology.
- 9.4 If Shipper does not elect to match the terms of the best bid, its FTS Service Agreement will expire at the conclusion of its term and Trinity will be deemed to have all necessary abandonment authorization with respect to such Service. Trinity may enter into a new FTS Service Agreement with the qualified Potential Shipper who submitted the best bid.
- 9.5 Regardless of any bids received, Trinity shall retain the right to require a minimum rate or term of Service, which shall be market-based, for bids during any bid solicitation.
- 9.6 If during the bid solicitation period, Trinity receives no bids or rejects all bids, Shipper and Trinity may negotiate for continuation of service under mutually satisfactory rates, terms, and conditions. In no event, however, will such continued service be provided at a rate lower than the best bid by a qualified Potential Shipper during the bid solicitation.

## 10 GENERAL TERMS AND CONDITIONS

Applicable provisions of the General Terms and Conditions of this SOC, as such provisions may be amended from time to time, are hereby incorporated by reference and made part of this FTS Rate

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Schedule, where applicable, and shall supplement the terms and conditions governing service rendered hereunder, as though stated herein.

RATE SCHEDULE EISS  
ENHANCED INTERRUPTIBLE NATURAL GAS STORAGE SERVICE

1 AVAILABILITY

Service under this Rate Schedule is available from Trinity to any Shipper, provided that:

- (a) Trinity has determined that it has sufficient facilities and available and uncommitted storage capacity and injection and withdrawal capacity to perform service requested by Shipper;
- (b) Shipper has submitted a valid request for service and executed an Enhanced Interruptible Storage Service Agreement with Trinity;
- (c) Shipper accepts responsibility for arranging any transportation service required for utilization of the storage service provided under this rate schedule;
- (d) The provision of services to Shipper under this Rate Schedule will not cause Trinity to violate any Applicable Law, including but not limited to Section 311(a)(2) of the NGPA and Section 284.224 of the Commission's rules and regulations, 18 C.F.R. § 284.224;
- (e) Availability of service under this rate schedule shall be subject to a determination by Trinity that service requested hereunder shall not cause a reduction in Trinity's ability to provide other higher priority services;
- (f) Shipper complies with the provisions of this Rate Schedule and with all other applicable provisions of this SOC; and
- (g) Service under this rate schedule may not be available to the extent that Trinity would be required to construct, modify, expand or acquire any facilities to enable Trinity to perform the requested services.

2 APPLICABILITY AND CHARACTER OF SERVICE

2.1 Subject to the limitations and requirements set forth in this Rate Schedule, the General Terms and Conditions, and Shipper's EISS Service Agreement, Trinity shall:

- (a) inject quantities received by the Trinity from or on behalf of Shipper and designated by Shipper for delivery to Shipper's account, up to the Maximum Storage Quantity ("MSQ") set forth in Shipper's EISS Service Agreement, less sufficient quantities for Fuel Reimbursement;
- (b) store quantities received by Trinity from or on behalf of Shipper and designated by Shipper, up to the MSQ set forth in Shipper's EISS Service Agreement; and
- (c) deliver to Shipper thermally equivalent quantities of gas, up to the MSQ set forth in Shipper's EISS Service Agreement, provided that Trinity shall not be

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obligated under this Rate Schedule on any Day to deliver gas in excess of the Storage Inventory quantities then held in storage for Shipper.

- 2.2 Service provided under this Rate Schedule shall have the priority specified in Section 7 of the General Terms and Conditions in this SOC.
- 2.3 Shipper shall not be permitted to increase its confirmed nomination quantities under this Rate Schedule, regardless of the quantities set forth in Shipper's EISS Service Agreement, if such increase would degrade service to a Shipper with equal or higher priority.
- 2.4 Service rights under an EISS Service Agreement may not be assigned unless prior written approval is received from Trinity.
- 2.5 To the extent storage capacity that is being utilized by an interruptible Shipper hereunder is needed by Trinity in order to satisfy Trinity's obligations to higher priority services or to meet system needs, Trinity shall require Shipper to withdraw all, or any portion of, the EISS storage quantities held in storage by Trinity for the account of Shipper as specified by Trinity. Unless Trinity otherwise agrees, Shipper shall be required to make ratable withdrawals. If Shipper fails to withdraw such EISS storage quantities, Trinity may take, free and clear of any adverse claims, title to such EISS Storage Inventory as Shipper was instructed to withdraw. Trinity's notice to Shipper may be given verbally, but shall be confirmed in writing via e-mail or facsimile to Shipper. In the event that Trinity retains and takes title to any of Shipper's gas pursuant to this section, Trinity shall dispose of such gas by auction and shall credit the net proceeds received from such auction in accordance with the provisions of Section 26 of the General Terms and Conditions of this SOC.
- 2.6 In addition to the intrastate services provided hereunder, Trinity offers and performs interstate storage and transportation services that are subject to the exclusive jurisdiction of the Federal Energy Regulatory Commission and that are exempt from TRC regulation. To provide Shippers with flexibility to access intrastate and/or interstate markets, Shippers may contract for both intrastate and NGPA Section 311 service on mutually agreeable terms, and Trinity will, at Shipper's option, administer Shipper's intrastate and NGPA Section 311 contracts on an integrated basis such that a Shipper's combined usage under the intrastate and NGPA Section 311 agreements cannot exceed the MSQ, MDIQ, MDWQ, MDBQ or MHBQ, as the case may be per the Shipper's EISS Service Agreement; provided, however, that Trinity's provision of NGPA Section 311 service without undue discrimination shall not be conditioned on Shipper's subscription to intrastate capacity.

### 3 RATES AND CHARGES

- 3.1 The charges to be paid by Shipper shall be mutually agreed to by Trinity and Shipper. The rates and charges paid by Shipper for interruptible storage service under this Rate Schedule shall include the applicable storage rate components set forth in the EISS Rate Statement and as described below.
  - (a) Storage Reservation Charge. A charge, as set forth in Exhibit A of Shipper's EISS Service Agreement, for each MMBTu per Month of Shipper's MSQ.

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- (b) Injection Charge. A usage charge, as set forth in Exhibit A of Shipper's EISS Service Agreement, for each MMBtu injected per Month, for Shipper's account, into Trinity's facilities pursuant to Section 2.1(a) of this Rate Schedule.
- (c) Withdrawal Charge. A usage charge, as set forth in Exhibit A of Shipper's EISS Service Agreement, for each MMBtu withdrawn per Month, for Shipper's account, from Trinity's facilities pursuant to Section 2.1(c) of this Rate Schedule.
- (d) Capacity Charge. A charge, as set forth in Exhibit A of the Service Agreement, multiplied by the absolute value(s) of Shipper's Storage Inventory(s) on each Day of the Month, as the case may be.
- (e) Fuel Reimbursement. The amount of Shipper's gas which is reimbursed by Shipper in kind or in dollars per MMBtu for fuel used and losses incurred per Month in the provision of service provided in conjunction with the Agreement, as set forth in Exhibit A of Shipper's EISS Service Agreement
- (f) Taxes. Shipper shall reimburse Trinity for all property or other taxes associated with the quantities held for Shipper in storage under this Rate Schedule. Trinity shall invoice Shipper periodically for all taxes, if any, attributable to the injection, storage or withdrawal of gas.

## 4 MONTHLY BILL

The monthly bill for interruptible storage service shall reflect the applicable charges set forth under Section 3 of this Rate Schedule at rates set forth in Shipper's EISS Service Agreement.

## 5 TERM

The term for service under this Rate Schedule shall be as set forth in Shipper's EISS Service Agreement.

## 6 AUTHORIZATION, RATES, TERMS AND CHANGES

- 6.1 Shipper's Interruptible Storage Service Agreement and the respective obligations of the parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by the TRC, or any other state or local governmental agency having jurisdiction of requisite authorization for Trinity to provide the storage service contemplated herein and to construct and operate the facilities necessary to provide such service and for any connected pipeline to transport natural gas to/from the Point of Receipt/Delivery necessary to effect the service provided for herein.
- 6.2 Trinity shall have the right to propose to the TRC, or any other governing regulatory body such changes in its rates and terms of service as it deems necessary and unless otherwise agreed in an executed EISS Service Agreement, Shipper's EISS Service Agreement shall be

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deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

## 7 CURTAILMENT

- 7.1 If, due to an emergency situation or when unexpected capacity loss occurs after scheduling, Trinity's capability to receive or deliver quantities is impaired so that Trinity is unable to receive or deliver the quantities provided for in its EISS Service Agreement(s) with Shipper(s), then capacity, withdrawals and/or injections will be allocated according to the priority of service as set forth in Section 7 of the General Terms and Conditions of this SOC.
- 7.2 In the event that Trinity determines, with reasonable and nondiscriminatory discretion, that some or all Interruptible storage service(s) must be interrupted in order to satisfy Trinity's obligations to higher priority services, or that such interruption is otherwise necessary or is otherwise appropriate to avoid adverse impact on the operation of Trinity's system, Trinity will notify any affected Shipper receiving Interruptible storage service that they are required to reduce their Interruptible Storage Inventory(s) over the period specified in the notice. Such notice shall be issued to Shippers, via facsimile, on a price basis, where lower price services will be interrupted before higher price services. At a minimum, Shippers will have one Day in which to comply with the notice.
- 7.3 If Shipper fails to comply with the notice given in accordance with the section above, Trinity shall cash out the balance quantity that Shipper was advised, but failed to reduce or eliminate, at the "Gas Daily" "Waha" index plus ten percent (10%) for negative Interruptible Storage Inventories or the "Gas Daily" "Waha" index less ten percent (10%) for positive Interruptible Storage Inventories.
- 7.4 Trinity may issue a notice requiring any Shipper with an Interruptible Storage Inventory of less than 50 MMBtu to eliminate its existing Interruptible Storage Inventory within thirty (30) Days. Such notice shall be issued by Trinity to Shipper via facsimile. If Shipper fails to comply with this notice, any positive Interruptible Storage Inventory remaining after thirty (30) days will be cashed out at 80% of the "Gas Daily" "Gas Daily" "Waha" index calculated during the thirty (30) Day period, and any negative Interruptible Storage Inventory remaining after thirty (30) Days will be cashed out at 120% of highest "Gas Daily" "Gas Daily" "Waha" index calculated during the thirty (30) Day period.
- 7.5 In the event that the prices referenced in this Section 7 are no longer available or valid, Trinity will file to change its SOC.

## 8 EXPIRATION OF TERM

- 8.1 At least ten (10) Business Days prior to the end of the primary term or any renewed term of Shipper's EISS Service Agreement, Trinity shall notify Shipper to withdraw all of the EISS storage quantities held in storage by Trinity for the account of Shipper. Trinity's notice to Shipper may be given via telephone, but shall be confirmed in writing via email or facsimile to Shipper. Before the end of the contract term, Shipper must either physically withdraw the storage quantities or indicate to Trinity in writing that it desires to have Trinity cash out the



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storage quantities on mutually agreeable terms. If, by midnight on the last Day of the contract term, Shipper neither has withdrawn the storage quantities nor indicated in writing to Trinity that it desires to exercise the cash out option, then Trinity may take, free and clear of any adverse claims, title to such EISS storage quantities as Shipper was required to withdraw or cash out; provided, however, that if Shipper was unable to withdraw its EISS storage quantities due to an interruption of Shipper's withdrawal service during the last ten days before termination, Shipper shall be allowed to withdraw its storage quantities within a reasonable period following the end of the contract term.

8.2 In the event that Trinity retains and takes title to any of Shipper's Storage Inventory pursuant to this Section 8, Trinity shall dispose of such Storage Inventory in accordance with the provisions of Section 26 of the General Terms and Conditions of this SOC.

## 9 GENERAL TERMS AND CONDITIONS

Applicable provisions of the General Terms and Conditions of this SOC, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this EISS Rate Schedule, where applicable, and shall supplement the terms and conditions governing service rendered hereunder, as though stated herein.

RATE SCHEDULE EILS  
ENHANCED INTERRUPTIBLE LOAN SERVICE

## 1 AVAILABILITY

This rate schedule is available to any Shipper for the purchase of interruptible natural gas loan service from Trinity, provided that:

- (a) Trinity has determined that it has sufficient operationally available storage capacity, injection or withdrawal capacity to perform service requested by Shipper;
- (b) Trinity has determined that service requested by Shipper will not interfere with efficient operation of its system or with higher priority services;
- (c) The provision of services to Shipper under this Rate Schedule will not cause Trinity to violate any Applicable Law, including but not limited to Section 311(a)(2) of the NGPA and Section 284.224 of the Commission's rules and regulations, 18 C.F.R. § 284.224;
- (d) Shipper and Trinity have executed an EILS Service Agreement under this rate schedule;
- (e) Shipper accepts responsibility for arranging any transportation service required for utilization of the loan service provided under this rate schedule; and
- (f) Service under this rate schedule may not be available to the extent that Trinity would be required to construct, modify, expand or acquire any facilities to enable Trinity to perform the requested services.

## 2 APPLICABILITY AND CHARACTER OF SERVICE

2.1 This rate schedule shall apply to all enhanced interruptible loan service rendered by Trinity to Shipper at Trinity's facilities located in Jack County, Texas pursuant to an executed EILS Service Agreement.

2.2 Enhanced interruptible loan service rendered by Trinity to Shipper under this rate schedule shall consist of the advancement to Shipper, upon nomination and subsequent confirmation, of daily quantities of gas in storage up to Shipper's Maximum Daily Withdrawal Quantity ("MDWQ") stated in Exhibit B of the EILS Service Agreement with Shipper, provided that all higher priority service nominations for withdrawal have been satisfied and system needs allow. Shipper agrees to replace the borrowed quantities of gas to Trinity at a time to be agreed upon as set forth in Exhibit B of the EILS Service Agreement. If Shipper fails to replace or replenish gas advanced by Trinity to Shipper under this rate schedule at the agreed upon time, Trinity may purchase replacement gas and Shipper shall pay Trinity the cost of the replacement gas, which includes the actual cost of replacement supplies and any costs or penalties incurred by Trinity or its Shippers as a result of Shipper's failure to deliver replacement gas, plus all other costs incurred by Trinity to secure such

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- replacement gas, including but not limited to third-party marketing fees, transportation by third-party pipeline companies, and all other costs for securing replacement gas.
- 2.3 Service rights under an EILS Service Agreement may not be assigned unless prior written approval is received from Trinity.
- 2.4 To the extent Trinity Gas that is advanced to an interruptible Shipper hereunder is needed by Trinity in order to satisfy Trinity's obligations to higher priority services or to meet system needs, Trinity may at its sole discretion and upon giving notice to Shipper, interrupt the continuation of any or all services hereunder and require Shipper to replace or replenish all, or any portion, of the Rate Schedule EILS gas quantities borrowed by Shipper at a time to be agreed upon. Unless Trinity otherwise agrees, Shipper shall be required to make ratable injections. If Shipper fails to replace or replenish borrowed gas to Trinity at the agreed upon time, Trinity may purchase replacement gas and Shipper shall pay Trinity the cost of the replacement gas, which includes the actual cost of replacement supplies and any costs or penalties incurred by Trinity or its Shippers as a result of Shipper's failure to deliver replacement gas, plus all other costs incurred by Trinity to secure such replacement gas, including, but not limited to, third-party marketing fees, transportation by third-party pipeline companies, and all other costs for securing replacement gas.
- 2.5 Subject to Trinity's approval, Shipper shall be permitted to combine the interruptible loan service available under this rate schedule with any service available under any other rate schedule set forth in this SOC; provided, however, such combined services shall be subject to Section 7 of the General Terms and Conditions of this SOC; and, provided, further, that priority for each service shall be determined by the respective priority of that service as set forth in Section 7 of the General Terms and Conditions of this SOC.
- 2.6 In addition to the intrastate services provided hereunder, Trinity offers and performs interstate storage and transportation services that are subject to the exclusive jurisdiction of the Federal Energy Regulatory Commission and that are exempt from TRC regulation. To provide Shippers with flexibility to access intrastate and/or interstate markets, Shippers may contract for both intrastate and NGPA Section 311 service on mutually agreeable terms, and Trinity will, at Shipper's option, administer Shipper's intrastate and NGPA Section 311 contracts on an integrated basis such that a Shipper's combined usage under the intrastate and NGPA Section 311 agreements cannot exceed the MSQ, MDIQ, MDWQ, MDBQ or MHBQ, as the case may be per the Shipper's EILS Service Agreement; provided, however, that Trinity's provision of NGPA Section 311 service without undue discrimination shall not be conditioned on Shipper's subscription to intrastate capacity.

### 3 RATES AND CHARGES

The charges to be paid by Shipper shall be mutually agreed to by Trinity and Shipper. The rates and charges paid by Shipper for interruptible loan service under this rate schedule shall include the applicable loan rate components set forth in the ILS Rate Statement and as described below:

- (a) Enhanced Interruptible Loan Charge. A charge for each MMBtu of Shipper's Maximum Loan Quantity ("MLQ") specified in Exhibit B of Shipper's EILS Service Agreement.

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- (b) Enhanced Interruptible Loan Injection Charge. A charge for each MMBtu of gas injected into Trinity's facilities pursuant to Section 2 of this rate schedule.
- (c) Enhanced Interruptible Loan Withdrawal Charge. A charge for each MMBtu gas withdrawn from Trinity's facilities pursuant to Section 2 of this rate schedule.
- (d) Fuel Reimbursement. The amount of gas for fuel and losses determined in accordance with Section 13 of the General Terms and Conditions of this SOC and set forth in Exhibit B of Shipper's EILS Service Agreement.
- (e) Taxes. Shipper shall reimburse Trinity for all applicable taxes as may be assessed Trinity, as set forth in Exhibit B of the EILS Service Agreement.

#### 4 INVOICE

The invoice for interruptible loan service shall reflect the applicable charges set forth under Section 3 of this rate schedule at rates and terms set forth in Exhibit B of Shipper's EILS Service Agreement.

#### 5 TERM

The term for service under this rate schedule shall be as set forth in Exhibit B of the Shipper's EILS Service Agreement.

#### 6 AUTHORIZATION, RATES, TERMS AND CHANGES

6.1 The EILS Service Agreement and the respective obligations of the parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by the TRC, and any other state or local agency having jurisdiction of requisite authorization for Trinity to provide the loan service contemplated hereby and to construct and operate the gas storage facilities necessary to provide such loan service and for any connected pipeline to transport natural gas to/from the Point(s) of Receipt/Delivery necessary to effect the loan service provided for herein.

6.2 Trinity shall have the right to propose to the TRC or any other governing regulatory body such changes in its rates and terms of service as it deems necessary, and the EILS Service Agreement shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Shipper's right to protest the same; provided, however, that any agreed upon rates between Trinity and its Shipper(s) shall remain in effect during the term of Exhibit B of the EILS Service Agreement(s).

#### 7 CURTAILMENT

If, due to any cause whatsoever, Trinity's capability to receive or deliver quantities is impaired so that Trinity is unable to receive or deliver the quantities provided for in its Exhibit B of the EILS Service Agreements with Shippers, then capacity, withdrawals, and/or injections will be allocated according to the priority of service as set forth in Section 7 of the General Terms and Conditions of this SOC.

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## 8 GENERAL TERMS AND CONDITIONS

Applicable provisions of the General Terms and Conditions of this SOC, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this ILS Rate Schedule, where applicable, and shall supplement the terms and conditions governing service rendered hereunder, as though stated herein.

RATE SCHEDULE ISS  
INTERRUPTIBLE NATURAL GAS STORAGE SERVICE

10 AVAILABILITY

Service under this Rate Schedule is available from Trinity to any Shipper, provided that:

- (a) Trinity has determined that it has sufficient facilities and available and uncommitted storage capacity and injection and withdrawal capacity to perform service requested by Shipper;
- (b) Shipper has submitted a valid request for service and executed an interruptible storage service agreement with Trinity;
- (c) Shipper accepts responsibility for arranging any transportation service required for utilization of the storage service provided under this rate schedule;
- (d) The provision of services to Shipper under this Rate Schedule will not cause Trinity to violate any Applicable Law, including but not limited to Section 311(a)(2) of the NGPA and Section 284.224 of the Commission's rules and regulations, 18 C.F.R. § 284.224;
- (e) Availability of service under this rate schedule shall be subject to a determination by Trinity that service requested hereunder shall not cause a reduction in Trinity's ability to provide other higher priority services;
- (f) Shipper complies with the provisions of this Rate Schedule and with all other applicable provisions of this SOC; and
- (g) Service under this rate schedule may not be available to the extent that Trinity would be required to construct, modify, expand or acquire any facilities to enable Trinity to perform the requested services.

11 APPLICABILITY AND CHARACTER OF SERVICE

11.1 Subject to the limitations and requirements set forth in this Rate Schedule, the General Terms and Conditions, and Shipper's ISS Service Agreement, Trinity shall:

- (a) inject quantities received by the Trinity from or on behalf of Shipper and designated by Shipper for delivery to Shipper's account, up to the Maximum Storage Quantity ("MSQ") set forth in Shipper's ISS Service Agreement, less sufficient quantities for Fuel Reimbursement;

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- (b) store quantities received by Trinity from or on behalf of Shipper and designated by Shipper, up to the MSQ set forth in Shipper's ISS Service Agreement; and
  - (c) deliver to Shipper thermally equivalent quantities of gas, up to the MSQ set forth in Shipper's ISS Service Agreement, provided that Trinity shall not be obligated under this Rate Schedule on any Day to deliver gas in excess of the Storage Inventory quantities then held in storage for Shipper.
- 11.2 Service provided under this Rate Schedule shall have the priority specified in Section 7 of the General Terms and Conditions in this SOC.
- 11.3 Shipper shall not be permitted to increase its confirmed nomination quantities under this Rate Schedule, regardless of the quantities set forth in Shipper's ISS Service Agreement, if such increase would degrade service to a Shipper with equal or higher priority.
- 11.4 Service rights under an ISS Service Agreement may not be assigned unless prior written approval is received from Trinity.
- 11.5 To the extent storage capacity that is being utilized by an interruptible Shipper hereunder is needed by Trinity in order to satisfy Trinity's obligations to higher priority services or to meet system needs, Trinity shall require Shipper to withdraw all, or any portion of, the ISS storage quantities held in storage by Trinity for the account of Shipper as specified by Trinity. Unless Trinity otherwise agrees, Shipper shall be required to make ratable withdrawals. If Shipper fails to withdraw such ISS storage quantities, Trinity may take, free and clear of any adverse claims, title to such ISS Storage Inventory as Shipper was instructed to withdraw. Trinity's notice to Shipper may be given verbally, but shall be confirmed in writing via e-mail or facsimile to Shipper. In the event that Trinity retains and takes title to any of Shipper's gas pursuant to this section, Trinity shall dispose of such gas by auction and shall credit the net proceeds received from such auction in accordance with the provisions of Section 26 of the General Terms and Conditions of this SOC.
- 11.6 In addition to the intrastate services provided hereunder, Trinity offers and performs interstate storage and transportation services that are subject to the exclusive jurisdiction of the Federal Energy Regulatory Commission and that are exempt from TRC regulation. To provide Shippers with flexibility to access intrastate and/or interstate markets, Shippers may contract for both intrastate and NGPA Section 311 service on mutually agreeable terms, and Trinity will, at Shipper's option, administer Shipper's intrastate and NGPA Section 311 contracts on an integrated basis such that a Shipper's combined usage under the intrastate and NGPA Section 311 agreements cannot exceed the MSQ, MDIQ, MDWQ, MDBQ or MHBQ, as the case may be per the Shipper's ISS Service Agreement; provided, however, that Trinity's provision of NGPA Section 311 service without undue discrimination shall not be conditioned on Shipper's subscription to intrastate capacity.

## 12 RATES AND CHARGES

- 12.1 The charges to be paid by Shipper shall be mutually agreed to by Trinity and Shipper. The rates and charges paid by Shipper for interruptible storage service under this Rate

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Schedule shall include the applicable storage rate components set forth in the ISS Rate Statement and as described below.

- (a) Injection Charge. A usage charge, as set forth in Exhibit A of Shipper's ISS Service Agreement, for each MMBtu injected per Month, for Shipper's account, into Trinity's facilities pursuant to Section 2.1(a) of this Rate Schedule.
- (b) Withdrawal Charge. A usage charge, as set forth in Exhibit A of Shipper's ISS Service Agreement, for each MMBtu withdrawn per Month, for Shipper's account, from Trinity's facilities pursuant to Section 2.1(c) of this Rate Schedule.
- (c) Capacity Charge. A charge, as set forth in Exhibit A of the Service Agreement, multiplied by the absolute value(s) of Shipper's Storage Inventory(s) on each Day of the Month, as the case may be.
- (d) Fuel Reimbursement. The amount of Shipper's gas which is reimbursed by Shipper in kind or in dollars per MMBtu for fuel used and losses incurred per Month in the provision of service provided in conjunction with the Agreement, as set forth in Exhibit A of Shipper's ISS Service Agreement
- (e) Taxes. Shipper shall reimburse Trinity for all property or other taxes associated with the quantities held for Shipper in storage under this Rate Schedule. Trinity shall invoice Shipper periodically for all taxes, if any, attributable to the injection, storage or withdrawal of gas.

### 13 MONTHLY BILL

The monthly bill for interruptible storage service shall reflect the applicable charges set forth under Section 3 of this Rate Schedule at rates set forth in Shipper's ISS Service Agreement.

### 14 TERM

The term for service under this Rate Schedule shall be as set forth in Shipper's ISS Service Agreement.

### 15 AUTHORIZATION, RATES, TERMS AND CHANGES

- 15.1 Shipper's Interruptible Storage Service Agreement and the respective obligations of the parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by the TRC, or any other state or local governmental agency having jurisdiction of requisite authorization for Trinity to provide the storage service contemplated herein and to construct and operate the facilities necessary to provide such service and for any connected pipeline to transport natural gas to/from the Point of Receipt/Delivery necessary to effect the service provided for herein.



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15.2 Trinity shall have the right to propose to the TRC, or any other governing regulatory body such changes in its rates and terms of service as it deems necessary and unless otherwise agreed in an executed ISS Service Agreement, Shipper's ISS Service Agreement shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

## 16 CURTAILMENT

16.1 If, due to an emergency situation or when unexpected capacity loss occurs after scheduling, Trinity's capability to receive or deliver quantities is impaired so that Trinity is unable to receive or deliver the quantities provided for in its ISS Service Agreement(s) with Shipper(s), then capacity, withdrawals and/or injections will be allocated according to the priority of service as set forth in Section 7 of the General Terms and Conditions of this SOC.

16.2 In the event that Trinity determines, with reasonable and nondiscriminatory discretion, that some or all Interruptible storage service(s) must be interrupted in order to satisfy Trinity's obligations to higher priority services, or that such interruption is otherwise necessary or is otherwise appropriate to avoid adverse impact on the operation of Trinity's system, Trinity will notify any affected Shipper receiving Interruptible storage service that they are required to reduce their Interruptible Storage Inventory(s) over the period specified in the notice. Such notice shall be issued to Shippers, via facsimile, on a price basis, where lower price services will be interrupted before higher price services. At a minimum, Shippers will have one Day in which to comply with the notice.

16.3 If Shipper fails to comply with the notice given in accordance with the section above, Trinity shall cash out the balance quantity that Shipper was advised, but failed to reduce or eliminate, at the "Gas Daily" "Waha" index plus ten percent (10%) for negative Interruptible Storage Inventories or the "Gas Daily" "Waha" index less ten percent (10%) for positive Interruptible Storage Inventories.

16.4 Trinity may issue a notice requiring any Shipper with an Interruptible Storage Inventory of less than 50 MMBtu to eliminate its existing Interruptible Storage Inventory within thirty (30) Days. Such notice shall be issued by Trinity to Shipper via facsimile. If Shipper fails to comply with this notice, any positive Interruptible Storage Inventory remaining after thirty (30) days will be cashed out at 80% of the "Gas Daily" "Gas Daily" "Waha" index calculated during the thirty (30) Day period, and any negative Interruptible Storage Inventory remaining after thirty (30) Days will be cashed out at 120% of highest "Gas Daily" "Gas Daily" "Waha" index calculated during the thirty (30) Day period.

16.5 In the event that the prices referenced in this Section 7 are no longer available or valid, Trinity will file to change its SOC.

## 17 EXPIRATION OF TERM

17.1 At least ten (10) Business Days prior to the end of the primary term or any renewed term of Shipper's ISS Service Agreement, Trinity shall notify Shipper to withdraw all of the ISS storage quantities held in storage by Trinity for the account of Shipper. Trinity's notice to

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Shipper may be given via telephone, but shall be confirmed in writing via email or facsimile to Shipper. Before the end of the contract term, Shipper must either physically withdraw the storage quantities or indicate to Trinity in writing that it desires to have Trinity cash out the storage quantities on mutually agreeable terms. If, by midnight on the last Day of the contract term, Shipper neither has withdrawn the storage quantities nor indicated in writing to Trinity that it desires to exercise the cash out option, then Trinity may take, free and clear of any adverse claims, title to such ISS storage quantities as Shipper was required to withdraw or cash out; provided, however, that if Shipper was unable to withdraw its ISS storage quantities due to an interruption of Shipper's withdrawal service during the last ten days before termination, Shipper shall be allowed to withdraw its storage quantities within a reasonable period following the end of the contract term.

17.2 In the event that Trinity retains and takes title to any of Shipper's Storage Inventory pursuant to this Section 8, Trinity shall dispose of such Storage Inventory in accordance with the provisions of Section 26 of the General Terms and Conditions of this SOC.

## 18 GENERAL TERMS AND CONDITIONS

Applicable provisions of the General Terms and Conditions of this SOC, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this ISS Rate Schedule, where applicable, and shall supplement the terms and conditions governing service rendered hereunder, as though stated herein.

RATE SCHEDULE IPS  
INTERRUPTIBLE PARKING SERVICE

1 AVAILABILITY

This rate schedule is available to any Shipper for the purchase of interruptible parking service from Trinity, provided that:

- (a) Trinity has determined that it has sufficient operationally available storage capacity, injection or withdrawal capacity to perform service requested by Shipper;
- (b) Trinity has determined that service requested by Shipper will not interfere with efficient operation of its system or with higher priority services;
- (c) The provision of services to Shipper under this Rate Schedule will not cause Trinity to violate any Applicable Law, including but not limited to Section 311(a)(2) of the NGPA and Section 284.224 of the Commission's rules and regulations, 18 C.F.R. § 284.224;
- (d) Shipper and Trinity have executed a Hub Services Agreement under this rate schedule;
- (e) Shipper accepts responsibility for arranging any transportation service required for utilization of the parking service provided under this rate schedule; and
- (f) Service under this Rate Schedule may not be available to the extent that Trinity would be required to construct, modify, expand or acquire any facilities to enable Trinity to perform the requested services.

2 APPLICABILITY AND CHARACTER OF SERVICE

2.1 This rate schedule shall apply to all interruptible parking service rendered by Trinity to Shipper at Trinity's facilities located in Anderson County, Texas pursuant to an executed Hub Services Agreement.

- (a) Interruptible parking service rendered by Trinity to Shipper under this rate schedule shall consist of the injection, storage, and withdrawal and delivery of Shipper's gas, on an interruptible basis, by Trinity. Service under this rate schedule includes:
  - (1) The daily injection of Shipper's gas per Shipper's nomination up to the Maximum Daily Injection Quantity ("MDIQ") stated in Exhibit B of the Hub Services Agreement with Shipper, provided that all higher priority service nominations for injection have been satisfied, that Shipper's Park Quantity is less than the Maximum Park Quantity set forth in

Exhibit B of the Hub Services Agreement, and Shipper delivers the nominated quantity plus fuel reimbursement to the Point(s) of Receipt located on Trinity's system, provided Shipper's Park Balance has not exceeded Shipper's Maximum Park Quantity;

- (2) The storage of gas in amounts up to Shipper's Maximum Park Quantity provided that all high priority service storage needs have been satisfied; and
- (3) The daily withdrawal and delivery of Shipper's gas per Shipper's nomination to the Point(s) of Delivery located on Trinity's system up to Shipper's Maximum Daily Withdrawal Quantity ("MDWQ") stated in Exhibit B of the Hub Services Agreement with Shipper, provided that all high priority service nominations for withdrawal have been satisfied, and that Shipper has sufficient gas stored in Shipper's Park Balance.

2.2 Service rights under a Hub Service Agreement may not be assigned unless prior written approval is received from Trinity.

2.3 To the extent storage capacity that is being utilized by an interruptible Shipper hereunder is needed by Trinity in order to satisfy Trinity's obligations to higher priority services, Trinity shall require Shipper to withdraw all, or any portion of, the IPS gas quantities held in storage by Trinity for the account of Shipper as specified by Trinity. Unless Trinity otherwise agrees, Shipper shall be required to make ratable withdrawals. If Shipper fails to withdraw such IPS Park Balance, then Trinity may take, free and clear of any adverse claims, title to such IPS Park Balance as Shipper was instructed to withdraw. Trinity's notice to Shipper may be given verbally, but shall be confirmed in writing via e-mail or facsimile to the customer. In the event that Trinity retains and takes title to any of Shipper's gas pursuant to this section, Trinity shall dispose of such gas by auction and shall credit the net proceeds received from such auction in accordance with the provisions of Section 26 of the General Terms and Conditions of this SOC.

2.4 Subject to Trinity's approval, Shipper shall be permitted to combine the Interruptible injection, storage, or withdrawal and delivery of gas available under this rate schedule with any service available under any other rate schedule set forth in this SOC; provided, however, such combined services shall be subject to Section 7 of the General Terms and Conditions of this SOC; and, provided further, that priority for each service shall be determined by the respective priority of that service as set forth in Section 7 of the General Terms and Conditions of this SOC.

2.5 In addition to the intrastate services provided hereunder, Trinity offers and performs interstate storage and transportation services that are subject to the exclusive jurisdiction of the Federal Energy Regulatory Commission and that are exempt from TRC regulation. To provide Shippers with flexibility to access intrastate and/or interstate markets, Shippers may contract for both intrastate and NGPA Section 311 service on mutually agreeable terms, and Trinity will, at Shipper's option, administer Shipper's intrastate and NGPA Section 311 contracts on an integrated basis such that a Shipper's combined usage under the intrastate

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and NGPA Section 311 agreements cannot exceed the MSQ, MDIQ, MDWQ, MDBQ or MHBQ, as the case may be per the Shipper's IPS Service Agreement; provided, however, that Trinity's provision of NGPA Section 311 service without undue discrimination shall not be conditioned on Shipper's subscription to intrastate capacity.

### 3 RATES AND CHARGES

The charges to be paid by Shipper shall be mutually agreed to by Trinity and Shipper. The rates and charges paid by Shipper for Interruptible parking service under this Rate Schedule shall include the applicable parking rate components set forth in the IPS Rate Statement and as described below:

- 3.1 Interruptible Parking Charge. A charge for each MMBtu of Shipper's Maximum Park Quantity specified in Exhibit B of the Hub Services Agreement
- 3.2 Interruptible Parking Injection Charge. A charge for each MMBtu of Shipper's gas injected into Trinity facilities pursuant to Section 2.1(a) of this Rate Schedule during a given invoice period.
- 3.3 Interruptible Parking Withdrawal Charge. A charge for each MMBtu of Shipper's gas withdrawn from Trinity's facilities pursuant to Section 2.1(a) of this Rate Schedule during a given invoice period.
- 3.4 Fuel Reimbursement. The amount of gas for fuel and losses determined in accordance with Section 13 of the General Terms and Conditions of this SOC and set forth in Exhibit B of Shipper's Hub Services Agreement.
- 3.5 Taxes. Shipper shall reimburse Trinity for all applicable taxes as may be assessed Trinity, as set forth in Exhibit B of Shipper's Hub Services Agreement.

### 4 INVOICE

The invoice for interruptible parking service shall reflect the applicable charges set forth under Section 3 of this rate schedule at rates and terms set forth in Exhibit B of Shipper's Hub Services Agreement.

### 5 TERM

The term for service under this rate schedule shall be as set forth in Exhibit B of Shipper's Hub Services Agreement.

### 6 AUTHORIZATION, RATES, TERMS AND CHANGES

- 6.1 The Hub Services Agreement and the respective obligations of the parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by the TRC, and any other state or local governmental agency having jurisdiction of requisite authorization for Trinity to provide the parking service contemplated herein and to construct and operate the gas storage facilities

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necessary to provide such parking service and for any connected pipeline to transport natural gas to/from the Point(s) of Receipt/Delivery necessary to effect the parking service provided for herein.

- 6.2 Trinity shall have the right to propose to the TRC or any other governing regulatory body such changes in its rates and terms of service as it deems necessary, and the Hub Services Agreement shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Shipper's right to protest the same; provided, however, that any agreed upon rates between Trinity and its Shipper(s) shall remain in effect during the term of Exhibit B of the Hub Services Agreement(s).

## 7 CURTAILMENT

- 7.1 If, due to any cause whatsoever, Trinity's capability to receive or deliver quantities is impaired so that Trinity is unable to receive or deliver the quantities provided for in Exhibit B of its Hub Services Agreement with Shipper, then capacity, withdrawals, and/or injections will be allocated according to the priority of service as set forth in Section 7 of the General Terms and Conditions of this SOC.
- 7.2 In the event that Trinity determines, in its sole discretion, that some or all Interruptible storage service(s) must be interrupted in order to satisfy Trinity's obligations to Firm storage service Shippers, or that such interruption is otherwise necessary or is otherwise appropriate to avoid adverse impact on the operation of Trinity's system, Trinity will notify any affected Shipper receiving Interruptible storage service that they are required to reduce their Interruptible Storage Inventory(s) over the period specified in the notice. Such notice shall be issued to Shippers, via facsimile, on a price basis, where lower price services will be noticed before higher price services. At a minimum, Shippers will have one Day in which to comply with the notice.
- 7.3 If Shipper fails to comply with the notice given in accordance with section above, Trinity shall cash out the balance quantity that Shipper was advised, but failed to reduce or eliminate, at the "Gas Daily" "Waha" index plus ten percent (10%) for negative Interruptible Storage Inventories or the "Gas Daily" "Waha" index less ten percent (10%) for positive Interruptible Storage Inventories.
- 7.4 Trinity may issue a notice requiring any Shipper with an Interruptible Storage Inventory of less than 50 MMBtu to eliminate its existing Interruptible Storage Inventory within thirty (30) Days. Such notice shall be issued by Trinity to Shipper via facsimile. If Shipper fails to comply with this notice, any positive Interruptible Storage Inventory remaining after thirty (30) days will be cashed out at 80% of the "Gas Daily" "Gas Daily" "Waha" index calculated during the thirty (30) Day period, and any negative Interruptible Storage Inventory remaining after thirty (30) Days will be cashed out at 120% of highest "Gas Daily" "Gas Daily" "Waha" index calculated during the thirty (30) Day period.
- 7.5 In the event that the prices referenced in this Section 7 are no longer available or valid, Trinity will file to change its SOC.

## 8 EXPIRATION OF TERM

8.1 At least ten (10) Business Days prior to the end of the term as specified in Exhibit B of Shipper's Hub Services Agreement, Trinity shall notify Shipper to withdraw all of the IPS gas quantities held in storage by Trinity for the account of Shipper; provided, however, any Exhibit B of Shipper's Hub Service Agreement that has a term of ten (10) business days or less shall not require such foregoing notice but shall be deemed to have been given upon the first day of the primary term or the renewed term of such Agreement. Trinity's notice to Shipper may be given verbally, but shall be confirmed in writing via email or facsimile to Shipper. Before the end of the term of Exhibit B of Shipper's Hub Services Agreement, Shipper must either physically withdraw gas or indicate to Trinity in writing that it desires to have Trinity cash out the gas on mutually agreeable terms. If, by midnight on the last Day of the term of Exhibit B of Shipper's Hub Services Agreement, Shipper neither has withdrawn the gas nor indicated in writing to Trinity that it desires to exercise the cash out option, then Trinity may take, free and clear of any adverse claims, title to such IPS Park Balance as Shipper was required to withdraw or cash out; provided, however, that if Shipper was unable to withdraw its IPS Park Balance due to an interruption of Shipper's withdrawal service during the last ten (10) days before termination, Shipper shall be allowed to withdraw its gas within a reasonable period following the end of the contract term.

8.2 In the event that Trinity retains and takes title to any of Shipper's Storage Inventory pursuant to this Section 8, Trinity shall dispose of such Storage Inventory in accordance with the provisions of Section 26 of the General Terms and Conditions of this SOC.

## 9 GENERAL TERMS AND CONDITIONS

Applicable provisions of the General Terms and Conditions of this SOC, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this IPS Rate Schedule, where applicable, and shall supplement the terms and conditions governing service rendered hereunder, as though stated herein.

RATE SCHEDULE ILS  
INTERRUPTIBLE LOAN SERVICE

9 AVAILABILITY

This rate schedule is available to any Shipper for the purchase of interruptible natural gas loan service from Trinity, provided that:

- (a) Trinity has determined that it has sufficient operationally available storage capacity, injection or withdrawal capacity to perform service requested by Shipper;
- (b) Trinity has determined that service requested by Shipper will not interfere with efficient operation of its system or with higher priority services;
- (c) The provision of services to Shipper under this Rate Schedule will not cause Trinity to violate any Applicable Law, including but not limited to Section 311(a)(2) of the NGPA and Section 284.224 of the Commission's rules and regulations, 18 C.F.R. § 284.224;
- (d) Shipper and Trinity have executed a Hub Services Agreement under this rate schedule;
- (e) Shipper accepts responsibility for arranging any transportation service required for utilization of the loan service provided under this rate schedule; and
- (f) Service under this rate schedule may not be available to the extent that Trinity would be required to construct, modify, expand or acquire any facilities to enable Trinity to perform the requested services.

10 APPLICABILITY AND CHARACTER OF SERVICE

10.1 This rate schedule shall apply to all interruptible loan service rendered by Trinity to Shipper at Trinity's facilities located in Jack County, Texas pursuant to an executed Hub Services Agreement.

10.2 Interruptible loan service rendered by Trinity to Shipper under this rate schedule shall consist of the advancement to Shipper, upon nomination and subsequent confirmation, of daily quantities of gas in storage up to Shipper's Maximum Daily Withdrawal Quantity ("MDWQ") stated in Exhibit B of the Hub Services Agreement with Shipper, provided that all higher priority service nominations for withdrawal have been satisfied and system needs allow. Shipper agrees to replace the borrowed quantities of gas to Trinity at a time to be agreed upon as set forth in Exhibit B of the Hub Services Agreement. If Shipper fails to replace or replenish gas advanced by Trinity to Shipper under this rate schedule at the agreed upon time, Trinity may purchase replacement gas and Shipper shall pay Trinity the



## Trinity Gas Storage, LLC

- cost of the replacement gas, which includes the actual cost of replacement supplies and any costs or penalties incurred by Trinity or its Shippers as a result of Shipper's failure to deliver replacement gas, plus all other costs incurred by Trinity to secure such replacement gas, including but not limited to third-party marketing fees, transportation by third-party pipeline companies, and all other costs for securing replacement gas.
- 10.3 Service rights under a Hub Service Agreement may not be assigned unless prior written approval is received from Trinity.
- 10.4 To the extent Trinity Gas that is advanced to an interruptible Shipper hereunder is needed by Trinity in order to satisfy Trinity's obligations to higher priority services or to meet system needs, Trinity may at its sole discretion and upon giving notice to Shipper, interrupt the continuation of any or all services hereunder and require Shipper to replace or replenish all, or any portion, of the Rate Schedule ILS gas quantities borrowed by Shipper at a time to be agreed upon. Unless Trinity otherwise agrees, Shipper shall be required to make ratable injections. If Shipper fails to replace or replenish borrowed gas to Trinity at the agreed upon time, Trinity may purchase replacement gas and Shipper shall pay Trinity the cost of the replacement gas, which includes the actual cost of replacement supplies and any costs or penalties incurred by Trinity or its Shippers as a result of Shipper's failure to deliver replacement gas, plus all other costs incurred by Trinity to secure such replacement gas, including, but not limited to, third-party marketing fees, transportation by third-party pipeline companies, and all other costs for securing replacement gas.
- 10.5 Subject to Trinity's approval, Shipper shall be permitted to combine the interruptible loan service available under this rate schedule with any service available under any other rate schedule set forth in this SOC; provided, however, such combined services shall be subject to Section 7 of the General Terms and Conditions of this SOC; and, provided, further, that priority for each service shall be determined by the respective priority of that service as set forth in Section 7 of the General Terms and Conditions of this SOC.
- 10.6 In addition to the intrastate services provided hereunder, Trinity offers and performs interstate storage and transportation services that are subject to the exclusive jurisdiction of the Federal Energy Regulatory Commission and that are exempt from TRC regulation. To provide Shippers with flexibility to access intrastate and/or interstate markets, Shippers may contract for both intrastate and NGPA Section 311 service on mutually agreeable terms, and Trinity will, at Shipper's option, administer Shipper's intrastate and NGPA Section 311 contracts on an integrated basis such that a Shipper's combined usage under the intrastate and NGPA Section 311 agreements cannot exceed the MSQ, MDIQ, MDWQ, MDBQ or MHBQ, as the case may be per the Shipper's ILS Service Agreement; provided, however, that Trinity's provision of NGPA Section 311 service without undue discrimination shall not be conditioned on Shipper's subscription to intrastate capacity.

## 11 RATES AND CHARGES

The charges to be paid by Shipper shall be mutually agreed to by Trinity and Shipper. The rates and charges paid by Shipper for interruptible loan service under this rate schedule shall include the applicable loan rate components set forth in the ILS Rate Statement and as described below:

## Trinity Gas Storage, LLC

- (a) Interruptible Loan Charge. A charge for each MMBtu of Shipper's Maximum Loan Quantity ("MLQ") specified in Exhibit B of Shipper's Hub Services Agreement.
- (b) Interruptible Loan Injection Charge. A charge for each MMBtu of gas injected into Trinity's facilities pursuant to Section 2 of this rate schedule.
- (c) Interruptible Loan Withdrawal Charge. A charge for each MMBtu gas withdrawn from Trinity's facilities pursuant to Section 2 of this rate schedule.
- (d) Fuel Reimbursement. The amount of gas for fuel and losses determined in accordance with Section 13 of the General Terms and Conditions of this SOC and set forth in Exhibit B of Shipper's Hub Services Agreement.
- (e) Taxes. Shipper shall reimburse Trinity for all applicable taxes as may be assessed Trinity, as set forth in Exhibit B of the Hub Services Agreement.

## 12 INVOICE

The invoice for interruptible loan service shall reflect the applicable charges set forth under Section 3 of this rate schedule at rates and terms set forth in Exhibit B of Shipper's Hub Services Agreement.

## 13 TERM

The term for service under this rate schedule shall be as set forth in Exhibit B of the Shipper's Hub Services Agreement.

## 14 AUTHORIZATION, RATES, TERMS AND CHANGES

14.1 The Hub Services Agreement and the respective obligations of the parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by the TRC, and any other state or local agency having jurisdiction of requisite authorization for Trinity to provide the loan service contemplated hereby and to construct and operate the gas storage facilities necessary to provide such loan service and for any connected pipeline to transport natural gas to/from the Point(s) of Receipt/Delivery necessary to effect the loan service provided for herein.

14.2 Trinity shall have the right to propose to the TRC or any other governing regulatory body such changes in its rates and terms of service as it deems necessary, and the Hub Services Agreement shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Shipper's right to protest the same; provided, however, that any agreed upon rates between Trinity and its Shipper(s) shall remain in effect during the term of Exhibit B of the Hub Services Agreement(s).

## 15 CURTAILMENT

Trinity Gas Storage, LLC

If, due to any cause whatsoever, Trinity's capability to receive or deliver quantities is impaired so that Trinity is unable to receive or deliver the quantities provided for in its Exhibit B of the Hub Services Agreements with Shippers, then capacity, withdrawals, and/or injections will be allocated according to the priority of service as set forth in Section 7 of the General Terms and Conditions of this SOC.

#### 16 GENERAL TERMS AND CONDITIONS

Applicable provisions of the General Terms and Conditions of this SOC, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this ILS Rate Schedule, where applicable, and shall supplement the terms and conditions governing service rendered hereunder, as though stated herein.

RATE SCHEDULE IBTS  
INTERRUPTIBLE IMBALANCE TRADING SERVICE

1 AVAILABILITY

This rate schedule is available to any Shipper for the purchase of interruptible natural gas imbalance trading service from Trinity, provided that:

- (a) Trinity has determined that service requested by Shipper will not interfere with efficient operation of its system or with higher priority services;
- (b) Shipper and Trinity have executed a Hub Services Agreement under this rate schedule;
- (c) The provision of services to Shipper under this Rate Schedule will not cause Trinity to violate any Applicable Law, including but not limited to Section 311(a)(2) of the NGPA and Section 284.224 of the Commission's rules and regulations, 18 C.F.R. § 284.224;
- (d) Shipper accepts responsibility for arranging any transportation service required for utilization of the imbalance trading service provided under this rate schedule; and
- (e) Service under this rate schedule may not be available to the extent that Trinity would be required to construct, modify, expand or acquire any facilities to enable Trinity to perform the requested services.

2 APPLICABILITY AND CHARACTER OF SERVICE

2.1 This rate schedule shall apply to all interruptible imbalance trading service rendered by Trinity to Shipper at Trinity's facilities located in Jack County, Texas pursuant to an executed Hub Services Agreement.

2.2 Interruptible imbalance trading service rendered by Trinity to Shipper under this rate schedule shall consist of the trading of imbalance quantities by Trinity for Shipper at agreed upon Point(s) of Receipt and Delivery on Trinity's system upon nomination by Shipper, and shall also permit the trading of imbalance quantities among Shippers. Trinity shall, on an interruptible basis, accept nominations from Shipper for Point(s) of Receipt and Point(s) of Delivery located on Trinity's system for quantities of gas up to the quantities set forth in Exhibit B of Shipper's Hub Services Agreement, in order to permit Shipper to trade imbalances created under rate schedules set forth in this SOC. Further, Trinity, on an interruptible basis, shall permit Shipper with imbalance quantities, upon prior notification to Trinity, to trade such imbalance quantities with another Shipper, up to the quantities set forth in Exhibit B of Shipper's Hub Services Agreement. Shipper shall be permitted to combine the interruptible imbalance trading service available under this rate schedule with any service available under any other rate schedule set forth in this SOC; provided, however,

## Trinity Gas Storage, LLC

such combined services shall be subject to Section 7 of the General Terms and Conditions of this SOC; and, provided, further, that priority for each service shall be determined by the respective priority of that service as set forth in Section 7 of the General Terms and Conditions of this SOC.

2.3 Service rights under a Hub Service Agreement may not be assigned unless prior written approval is received from Trinity.

2.4 In addition to the intrastate services provided hereunder, Trinity offers and performs interstate storage and transportation services that are subject to the exclusive jurisdiction of the Federal Energy Regulatory Commission and that are exempt from TRC regulation. To provide Shippers with flexibility to access intrastate and/or interstate markets, Shippers may contract for both intrastate and NGPA Section 311 service on mutually agreeable terms, and Trinity will, at Shipper's option, administer Shipper's intrastate and NGPA Section 311 contracts on an integrated basis such that a Shipper's combined usage under the intrastate and NGPA Section 311 agreements cannot exceed the MSQ, MDIQ, MDWQ, MDBQ or MHBQ, as the case may be per the Shipper's IBTS Service Agreement; provided, however, that Trinity's provision of NGPA Section 311 service without undue discrimination shall not be conditioned on Shipper's subscription to intrastate capacity.

### 3 RATES AND CHARGES

The charges to be paid by Shipper shall be mutually agreed to by Trinity and Shipper. The rates and charges paid by Shipper for interruptible imbalance trading under this rate schedule shall include the applicable imbalance trading rate components set forth in the Rate Statement IBTS and as described below:

- (a) Interruptible Imbalance Trading Charge. A charge for each MMBtu scheduled and confirmed with Trinity as an imbalance trade, including imbalance quantities traded between Shippers.
- (b) Fuel Reimbursement. No fuel is required to perform Trinity's imbalance trading service.
- (c) Taxes. Shipper shall reimburse Trinity for all applicable taxes as may be assessed Trinity, as set forth in Exhibit B of Shipper's Hub Services Agreement.

### 4 INVOICE

The invoice for interruptible imbalance trading service shall reflect the applicable charges set forth under Section 3 of this rate schedule at rates and terms set forth in Exhibit B of Shipper's Hub Services Agreement.

### 5 TERM

The term for service under this rate schedule shall be as set forth in Exhibit B of Shipper's executed Hub Services Agreement.

### 6 AUTHORIZATION, RATES, TERMS AND CHANGES

## Trinity Gas Storage, LLC

- 6.1 The Hub Services Agreement and the respective obligations of the parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by the TRC, and any other state or local governmental agency having jurisdiction of requisite authorization for Trinity to provide the imbalance trading service contemplated hereby and to construct and operate the gas storage facilities necessary to provide such imbalance trading service and for any connected pipeline to transport natural gas to/from the Point(s) of Receipt/Delivery necessary to effect the imbalance trading service provided for herein.
- 6.2 Trinity shall have the right to propose to the TRC or any other such governing regulatory body such changes in its rates and terms of service as it deems necessary, and the Hub Services Agreement shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Shipper's right to protest the same; provided, however, that any agreed upon rates between Trinity and its Shipper(s) shall remain in effect during the term of the Exhibit B of the Hub Services Agreement(s).

## 7 CURTAILMENT

If, due to any cause whatsoever, Trinity's capability to receive or deliver quantities is impaired so that Trinity is unable to receive or deliver the quantities provided for in its Exhibit B of Hub Services Agreements with Shippers, then capacity, withdrawals, and/or injections will be allocated according to the priority of service as set forth in Section 7 of the General Terms and Conditions of this SOC.

## 8 GENERAL TERMS AND CONDITIONS

Applicable provisions of the General Terms and Conditions of this SOC, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this Rate Schedule IBTS, where applicable, and shall supplement the terms and conditions governing service rendered hereunder, as though stated herein.

RATE SCHEDULE IBS  
INTERRUPTIBLE BALANCING SERVICE

## 1 AVAILABILITY

This rate schedule is available to any Shipper for the purchase of interruptible balancing service from Trinity, provided that:

- (a) Trinity has determined that it has sufficient operationally available gas or storage capacity, injection or withdrawal capacity to perform service requested by Shipper;
- (b) Trinity has determined that service requested by Shipper will not interfere with efficient operation of its system or with higher priority service;
- (c) The provision of services to Shipper under this Rate Schedule will not cause Trinity to violate any Applicable Law, including but not limited to Section 311(a)(2) of the NGPA and Section 284.224 of the Commission's rules and regulations, 18 C.F.R. § 284.224;
- (d) Shipper and Trinity have executed a Hub Services Agreement under this rate schedule;
- (e) Shipper accepts responsibility for arranging any transportation service required for utilization of the balancing service provided under this rate schedule; and
- (f) Service under this rate schedule may not be available to the extent that Trinity would be required to construct, modify, expand or acquire any facilities to enable Trinity to perform the requested services.

## 2 APPLICABILITY AND CHARACTER OF SERVICE

2.1 This rate schedule shall apply to all interruptible balancing service rendered by Trinity to Shipper at Trinity's facilities located in Jack County, Texas pursuant to an executed Hub Services Agreement.

2.2 Interruptible balancing service rendered by Trinity to Shipper under this rate schedule shall consist of the injection, storage, and withdrawal and delivery of quantities of gas in order to manage imbalances created by Shipper under rate schedules set forth in this SOC. Service under this rate schedule includes:

- (a) The daily injection of Shipper's gas per Shipper's nomination which is in excess of the quantity of gas delivered to any Point(s) of Delivery per Shipper's nomination under rate schedules set forth in this SOC, provided that all higher priority service nominations for injection have been satisfied, that Shipper has

Trinity Gas Storage, LLC

Storage Capacity available and Shipper delivers the nominated quantity, plus fuel reimbursement, to the Point(s) of Receipt located on Trinity's system;

- (b) The storage of gas in amounts up to Shipper's interruptible Maximum Balance Quantity, provided that all higher priority service storage and system needs have been satisfied; or
- (c) The daily withdrawal and delivery of Trinity's or Shipper's gas per Shipper's nomination to the Point(s) of Delivery located on Trinity's system which is in excess of the quantity of gas received by Trinity at any Point(s) of Receipt per Shipper's nomination under rate schedules set forth in this SOC, provided that all higher priority service nominations for withdrawal and system needs have been satisfied, and that Shipper or Trinity has sufficient gas stored in Interruptible Storage Inventory.

2.3 Service rights under a Hub Service Agreement may not be assigned unless prior written approval is received from Trinity.

2.4 To the extent Interruptible storage capacity or gas that is being utilized by an Interruptible Shipper hereunder is needed by Trinity in order to satisfy Trinity's obligations to Firm Shippers, Trinity shall require Shipper to withdraw or repay all, or any portion of, the IBS gas quantities held or loaned by Trinity for the account of Shipper as specified by Trinity. Unless Trinity otherwise agrees, Shipper shall be required to make ratable injections or withdrawals. If Shipper fails to inject or withdraw such IBS storage gas, then Trinity may take, free and clear of any adverse claims, title to such IBS Storage Inventory as Shipper was instructed to withdraw. If Shipper fails to inject such IBS storage gas, then Trinity may purchase replacement gas and Shipper shall pay Trinity the cost of the replacement gas, which includes the actual cost of replacement supplies and any costs or penalties incurred by Trinity or its Shippers as a result of Shipper's failure to deliver replacement gas, plus all other costs incurred by Trinity to secure such replacement gas, including, but not limited to, third-party marketing fees, transportation by third-party pipeline companies, and all other costs for securing replacement gas. Trinity's notice to Shipper may be given verbally, but shall be confirmed in writing via e-mail or facsimile to the Shipper. In the event that Trinity retains and takes title to any of Shipper's gas pursuant to this section, Trinity shall dispose of such gas by auction and shall credit the net proceeds received from such auction in accordance with the provisions of Section 26 of the General Terms and Conditions of this SOC.

2.5 Subject to Trinity's approval, Shipper shall be permitted to combine the interruptible injection, storage, or withdrawal and delivery of gas available under this rate schedule with any service available under any other rate schedule set forth in this SOC; provided, however, such combined services shall be subject to Section 7 of the General Terms and Conditions of this SOC; and, provided, further, that priority for each service shall be determined by the respective priority of that service as set forth in Section 7 of the General Terms and Conditions of this SOC.



## Trinity Gas Storage, LLC

2.6 In addition to the intrastate services provided hereunder, Trinity offers and performs interstate storage and transportation services that are subject to the exclusive jurisdiction of the Federal Energy Regulatory Commission and that are exempt from TRC regulation. To provide Shippers with flexibility to access intrastate and/or interstate markets, Shippers may contract for both intrastate and NGPA Section 311 service on mutually agreeable terms, and Trinity will, at Shipper's option, administer Shipper's intrastate and NGPA Section 311 contracts on an integrated basis such that a Shipper's combined usage under the intrastate and NGPA Section 311 agreements cannot exceed the MSQ, MDIQ, MDWQ, MDBQ or MHBQ, as the case may be per the Shipper's IBS Service Agreement; provided, however, that Trinity's provision of NGPA Section 311 service without undue discrimination shall not be conditioned on Shipper's subscription to intrastate capacity.

### 3 RATES AND CHARGES

The charges to be paid by Shipper shall be mutually agreed to by Trinity and Shipper. The rates and charges paid by Shipper for interruptible balancing service under this rate schedule shall include the applicable interruptible balancing rate components set forth in the Rate Statement IBS and as described below:

- (a) Interruptible Balancing Charge. A charge for each MMBtu of gas stored in Trinity's facilities under this rate schedule.
- (b) Interruptible Balancing Injection Charge. A charge for each MMBtu of gas injected into Trinity's facilities pursuant to Section 2(a) of this rate schedule during a given invoice period.
- (c) Interruptible Balancing Withdrawal Charge. A charge for each MMBtu of gas withdrawn from Trinity's facilities pursuant to Section 2(c) of this rate schedule during a given invoice period.
- (d) Fuel Reimbursement. The amount of gas for fuel and losses determined in accordance with Section 13 of the General Terms and Conditions of this SOC and set forth in Exhibit B of Shipper's Hub Services Agreement.
- (e) Taxes. Shipper shall reimburse Trinity for all applicable taxes as may be assessed Trinity, as set forth in Exhibit B of Shipper's Hub Services Agreement.

### 4 INVOICE

The invoice for interruptible balancing service shall reflect the applicable charges set forth under Section 3 of this rate schedule at rates and terms set forth in Exhibit B of Shipper's Hub Services Agreement.

### 5 TERM

The term for service under this rate schedule shall be as set forth in Exhibit B of the Hub Services Agreement.

Trinity Gas Storage, LLC

## 6 AUTHORIZATION, RATES, TERMS AND CHANGES

- 6.1 The Hub Services Agreement and the respective obligations of the parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by the TRC and any other state or local governmental agency having jurisdiction of requisite authorization for Trinity to provide the balancing service contemplated hereby and to construct and operate the gas storage facilities necessary to provide such balancing service and for any connected pipeline to transport natural gas to/from the Point(s) of Receipt/Delivery necessary to effect the balancing service provided for herein.
- 6.2 Trinity shall have the right to propose to the TRC or any other governing regulatory body such changes in its rates and terms of service as it deems necessary, and the Hub Services Agreement shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Shipper's right to protest the same; provided, however, that any agreed upon rates between Trinity and its Shipper(s) shall remain in effect during the term of Exhibit B of the Hub Services Agreement(s).

## 7 CURTAILMENT

- 7.1 If, due to any cause whatsoever, Trinity's capability to receive or deliver quantities is impaired so that Trinity is unable to receive or deliver the quantities provided for in Exhibit B of the Hub Services Agreement with Shippers, then capacity, withdrawals, and/or injections will be allocated according to the priority of service as set forth in Section 7 of the General Terms and Conditions of this SOC.
- 7.2 In the event that Trinity determines, with reasonable and nondiscriminatory discretion, that some or all Interruptible storage service(s) must be interrupted in order to satisfy Trinity's obligations to Firm storage service Shippers, or that such interruption is otherwise necessary or is otherwise appropriate to avoid adverse impact on the operation of Trinity's system, Trinity will notify any affected Shipper receiving Interruptible storage service that they are required to reduce their Interruptible Storage Inventory(s) over the period specified in the notice. Such notice shall be issued to Shippers, via facsimile, on a price basis, where lower price services will be noticed before higher price services. At a minimum, Shippers will have one Day in which to comply with the notice.
- 7.3 If Shipper fails to comply with the notice given in accordance with section above, Trinity shall cash out the balance quantity that Shipper was advised, but failed to reduce or eliminate, at the "Gas Daily" "Waha" index plus ten percent (10%) for negative Interruptible Storage Inventories or the "Gas Daily" "Waha" index less ten percent (10%) for positive Interruptible Storage Inventories.
- 7.4 Trinity may issue a notice requiring any Shipper with an Interruptible Storage Inventory of less than 50 MMBtu to eliminate its existing Interruptible Storage Inventory within thirty (30) Days. Such notice shall be issued by Trinity to Shipper via facsimile. If Shipper fails to comply with this notice, any positive Interruptible Storage Inventory remaining after thirty (30) days will be cashed out at 80% of the "Gas Daily" "Gas Daily" "Waha" index calculated

## Trinity Gas Storage, LLC

during the thirty (30) Day period, and any negative Interruptible Storage inventory remaining after thirty (30) Days will be cashed out at 120% of highest "Gas Daily" "Gas Daily" "Waha" index calculated during the thirty (30) Day period.

7.5 In the event that the prices referenced in this Section 7 are no longer available or valid, Trinity will file to change its SOC.

## 8 EXPIRATION OF TERM

8.1 At least ten (10) Business Days prior to the end of the term as specified in Exhibit B of Shipper's Hub Services Agreement, Trinity shall notify Shipper to withdraw all of the IBS gas quantities held in storage by Trinity for the account of Shipper; provided, however, any Exhibit B of Shipper's Hub Services Agreement that has a term of ten (10) business days or less shall not require such foregoing notice but shall be deemed to have been given upon the first day of the primary term or the renewed term of such Agreement. Trinity's notice to Shipper may be given verbally, but shall be confirmed in writing via e-mail or facsimile to the Shipper. Before the end of the term of Exhibit B of Shipper's Hub Services Agreement, the Shipper must either physically withdraw the gas or indicate to Trinity in writing that it desires to have Trinity cash out the gas on mutually agreeable terms. If, by midnight on the last Day of the term of Exhibit B of Shipper's Hub Services Agreement, the Shipper neither has withdrawn the gas nor indicated in writing to Trinity that it desires to exercise the cash out option, then Trinity may take, free and clear of any adverse claims, title to such IBS balance quantity as Shipper was required to withdraw or cash out; provided, however, that if Shipper was unable to withdraw its IBS balance quantity due to an interruption of Shipper's withdrawal service during the last ten days before termination, Shipper shall be allowed to withdraw its gas within a reasonable period following the end of the contract term.

8.2 In the event that Trinity retains and takes title to any of Shipper's Storage Inventory pursuant to this Section 8, Trinity shall dispose of such Storage Inventory in accordance with the provisions of Section 26 of the General Terms and Conditions of this SOC.

## 9 GENERAL TERMS AND CONDITIONS

Applicable provisions of the General Terms and Conditions of this SOC, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this Rate Schedule IBS, where applicable, and shall supplement the terms and conditions governing service rendered hereunder, as though stated herein.

RATE SCHEDULE ITS  
INTERRUPTIBLE NATURAL GAS TRANSPORTATION SERVICE

1 AVAILABILITY

Service under this Rate Schedule is available from Trinity to any Shipper, provided that:

- (a) Trinity has determined that it has sufficient facilities and available and uncommitted transportation capacity to perform service requested by Shipper;
- (b) Shipper has submitted a valid request for service and executed an interruptible transportation service agreement with Trinity;
- (c) Shipper accepts responsibility for arranging any upstream or downstream transportation service required for utilization of the transportation service provided under this rate schedule;
- (d) The provision of services to Shipper under this Rate Schedule will not cause Trinity to violate any Applicable Law, including but not limited to Section 311(a)(2) of the NGPA and Section 284.224 of the Commission's rules and regulations, 18 C.F.R. § 284.224;
- (e) Availability of service under this rate schedule shall be subject to a determination by Trinity that service requested hereunder shall not cause a reduction in Trinity's ability to provide other higher priority services;
- (f) Shipper complies with the provisions of this Rate Schedule and with all other applicable provisions of this SOC; and
- (g) Service under this rate schedule may not be available to the extent that Trinity would be required to construct, modify, expand or acquire any facilities to enable Trinity to perform the requested services.

2 APPLICABILITY AND CHARACTER OF SERVICE

2.1 Subject to the limitations and requirements set forth in this Rate Schedule, the General Terms and Conditions, and Shipper's ITS Service Agreement, Trinity shall deliver to Shipper thermally equivalent quantities of gas nominated pursuant to Shipper's ITS Service Agreement.

2.2 Service provided under this Rate Schedule shall have the priority specified in Section 7 of the General Terms and Conditions in this SOC.

## Trinity Gas Storage, LLC

- 2.3 Shipper shall not be permitted to increase its confirmed nomination quantities under this Rate Schedule, regardless of the quantities set forth in Shipper's ITS Service Agreement, if such increase would degrade service to a Shipper with equal or higher priority.
- 2.4 Service rights under an ITS Service Agreement may not be assigned unless prior written approval is received from Trinity.
- 2.5 In addition to the intrastate services provided hereunder, Trinity offers and performs interstate storage and transportation services that are subject to the exclusive jurisdiction of the Federal Energy Regulatory Commission and that are exempt from TRC regulation. To provide Shippers with flexibility to access intrastate and/or interstate markets, Shippers may contract for both intrastate and NGPA Section 311 service on mutually agreeable terms, and Trinity will, at Shipper's option, administer Shipper's intrastate and NGPA Section 311 contracts on an integrated basis such that a Shipper's combined usage under the intrastate and NGPA Section 311 agreements cannot exceed the MSQ, MDIQ, MDWQ, MDBQ or MHBQ, as the case may be per the Shipper's ITS Service Agreement; provided, however, that Trinity's provision of NGPA Section 311 service without undue discrimination shall not be conditioned on Shipper's subscription to intrastate capacity.

### 3 RATES AND CHARGES

- 3.1 The charges to be paid by Shipper shall be mutually agreed to by Trinity and Shipper. The rates and charges paid by Shipper for interruptible transportation service under this Rate Schedule may include the applicable rate components set forth in the ITS Rate Statement and as described below:
- (a) **Commodity Charge.** A charge, as set forth in Exhibit A of the Service Agreement, multiplied by quantities delivered on each Day of the Month.
  - (b) **Fuel Reimbursement.** The amount of Shipper's gas which is reimbursed by Shipper in kind or in dollars per MMBtu for fuel used and losses incurred per Month in the provision of service provided in conjunction with the Agreement, as set forth in Exhibit A of Shipper's ITS Service Agreement.
  - (c) **Taxes.** Shipper shall reimburse Trinity for all applicable taxes as may be assessed Trinity, as set forth in Exhibit B of Shipper's ITS Service Agreement.

### 4 MONTHLY BILL

The monthly bill for interruptible transportation service shall reflect the applicable charges set forth under Section 3 of this Rate Schedule at rates set forth in Shipper's ITS Service Agreement.

### 5 TERM

The term for service under this Rate Schedule shall be as set forth in Shipper's ITS Service Agreement.

Trinity Gas Storage, LLC

## 6 AUTHORIZATION, RATES, TERMS AND CHANGES

6.1 Shipper's Interruptible Transportation Service Agreement and the respective obligations of the parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by the TRC, or any other state or local governmental agency having jurisdiction of requisite authorization for Trinity to provide the transportation service contemplated herein and to construct and operate the facilities necessary to provide such service and for any connected pipeline to transport natural gas to/from the Point of Receipt/Delivery necessary to effect the service provided for herein.

6.2 Trinity shall have the right to propose to the TRC or any other governing regulatory body such changes in its rates and terms of service as it deems necessary and unless otherwise agreed in an executed ITS Service Agreement, Shipper's ITS Service Agreement shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

## 7 CURTAILMENT

7.1 If, due to an emergency situation or when unexpected capacity loss occurs after scheduling, Trinity's capability to receive or deliver quantities is impaired so that Trinity is unable to receive or deliver the quantities provided for in its ITS Service Agreement(s) with Shipper(s), then capacity will be allocated according to the priority of service as set forth in Section 7 of the General Terms and Conditions of this SOC.

7.2 In the event that Trinity determines, with reasonable and nondiscriminatory discretion, that some or all Interruptible transportation service(s) must be interrupted in order to satisfy Trinity's obligations to Firm transportation service Shippers, or that such interruption is otherwise necessary or is otherwise appropriate to avoid adverse impact on the operation of Trinity's system, Trinity will notify any affected Shipper receiving Interruptible transportation service that it is required to reduce its Interruptible Capacity over the period specified in the notice. Such notice shall be issued to Shippers, via email or facsimile, on a price basis, where lower price services will be interrupted before higher price services. At a minimum, Shippers will have one Day in which to comply with the notice.

## 8 GENERAL TERMS AND CONDITIONS

Applicable provisions of the General Terms and Conditions of this SOC, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this ITS Rate Schedule, where applicable, and shall supplement the terms and conditions governing service rendered hereunder, as though stated herein.

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FORMS OF SERVICE AGREEMENTS

Trinity Gas Storage, LLC

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 or accepted for delivery by Shipper hereunder 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. As such, Shipper represents and warrants that all Gas tendered or accepted for delivery by Shipper hereunder shall be consumed within the State of Texas.

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



Trinity Gas Storage, LLC

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.

- (a) 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.
- (b) 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,

Trinity Gas Storage, LLC

- (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

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

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

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

Monthly Storage Reservation Charge (exclusive of Base Gas  
MSQ Charge) \$ \_\_\_\_\_ per MMBtu of

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

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

Trinity Gas Storage, LLC

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

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

Excess Injection Charge

Excess Withdrawal Charge

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

Authorized Overrun Service Charge

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, LLC (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.

Trinity Gas Storage, LLC

Receipt and Delivery quantities shall be subject to applicable General Terms and Conditions of Trinity's Statement of Operating Conditions ("SOC") as the same may be amended or superseded.

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

**FORM OF SERVICE AGREEMENT  
(APPLICABLE TO FHBS 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 FHBS 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. Upon nomination by Shipper and scheduling by Trinity, Trinity shall deliver volumes of up to, but not exceeding, Shipper’s Maximum Daily Balancing Quantity (“MDBQ”) as specified in Exhibit A, at hourly rates not to exceed Shipper’s Maximum Hourly Balancing Quantity (“MHBQ”), as also specified in Exhibit A, as the same may be amended from time to time by agreement between Shipper and Trinity, and Shipper must inject quantities of gas equal to the quantity of gas withdrawn under this Service Agreement within the same Day as gas was withdrawn, such that the net effect of Shipper’s injections and withdrawals on Trinity’s system is zero for any given Day. Alternatively, upon nomination by Shipper and scheduling by Trinity, Shipper shall inject quantities of gas up to, but not exceeding, Shipper’s Maximum Daily Balancing Quantity (“MDBQ”) as specified in Exhibit A, at hourly rates not to exceed Shipper’s Maximum Hourly Balancing Quantity (“MHBQ”), as also specified in Exhibit A, as the same may be amended from time to time by agreement between Shipper and Trinity, and Trinity shall deliver quantities of gas equal to the quantity of gas injected under this Service Agreement within the same Day as gas was injected, such that the net effect of Shipper’s injections and withdrawals on Trinity’s system is zero for any given Day. Gas tendered or accepted for delivery by Shipper hereunder 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. As such, Shipper represents and warrants that all Gas tendered or accepted for delivery by Shipper hereunder shall be consumed within the State of Texas.

Section 2. Receipt and Delivery Points. The point(s) at which the gas is tendered by Trinity to Shipper under this contract and the point(s) at which the gas is tendered by Shipper to Trinity 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 FHBS 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 \_\_\_\_\_

Trinity Gas Storage, LLC

\_\_\_\_\_ (“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 8 of the FHBS 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.

a) 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.

- (c) 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



Trinity Gas Storage, LLC

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.

SHIPPER

Trinity Gas Storage, LLC

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Revision No.

Control No.

Exhibit A to Service Agreement No. \_\_\_\_\_  
 Under Rate Schedule FHBS  
 Between  
 Trinity Gas Storage, LLC (Trinity)  
 And  
 \_\_\_\_\_ (Shipper)

Maximum Daily Balancing Quantity (MDBQ) \_\_\_\_\_ MMBtu  
 Maximum Hourly Balancing Quantity (MHBQ) \_\_\_\_\_ MMBtu per hour\*  
 Monthly Balancing Reservation Charge \$ \_\_\_\_\_ per MMBtu of MDBQ  
 Withdrawal Charge \$ \_\_\_\_\_ per MMBtu  
 Injection Charge \$ \_\_\_\_\_ per MMBtu  
 Excess Withdrawal Charge  
 Excess Injection Charge  
 Authorized Overrun Service Charge  
 Fuel Reimbursement \_\_\_\_\_ Percent  
 Inventory Replacement Value Cap \$ \_\_\_\_\_ per MMBtu

\* NOTE 1: The MHBQ shall be no less than 1/18 of the MDBQ and no greater than 1/4 of the MDBQ. Unless otherwise specifically designated by the Parties and designated in this Service Agreement, the Shipper's rate of injection of gas shall equal the MHBQ rate.

SHIPPER

Trinity Gas Storage, LLC

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Trinity Gas Storage, LLC

Date \_\_\_\_\_

Date \_\_\_\_\_

Revision No.

Control No.

Exhibit B to Service Agreement No. \_\_\_\_\_  
Under Rate Schedule FHBS  
Between  
Trinity Gas Storage, LLC (Trinity)  
And  
\_\_\_\_\_ (Shipper)

POINTS OF RECEIPT

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

Total \_\_\_\_\_ MDIQ

POINTS OF DELIVERY

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

Total \_\_\_\_\_ MDIQ

Trinity Gas Storage, LLC

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

**FORM OF SERVICE AGREEMENT  
(APPLICABLE TO FTS 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 FTS 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 Quantity ("MDQ"), plus fuel reimbursement, and redelivered to Shipper 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 Commission or the TRC. Service provided hereunder shall be subject in all respects 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. As such, Shipper represents and warrants that all Gas tendered or accepted for delivery by Shipper hereunder shall be consumed within the State of Texas.

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 as designated on Exhibit B hereto.

Section 3. Rates. Shipper shall pay Trinity the charges as described in the FTS 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 FTS 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

Trinity Gas Storage, LLC

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. Carrier's Lien.

(a) SHIPPER HEREBY ACKNOWLEDGES THAT TRINITY SHALL BE ENTITLED TO, AND TRINITY HEREBY CLAIMS, A CARRIER'S LIEN ON ALL GAS TRANSPORTED BY TRINITY, AND ALL PROCEEDS THEREOF, UPON SUCH RECEIPT BY TRINITY, AS PROVIDED IN SECTION 7-307 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 TRANSPORTATION, INSURANCE, LABOR, OR CHARGES PRESENT OR FUTURE IN RELATION TO THE RECEIVED GAS, AND FOR EXPENSES NECESSARY FOR PRESERVATION OF THE RECEIVED GAS OR REASONABLY INCURRED IN THE SALE THEREOF, PURSUANT TO LAW, AND THAT SUCH LIEN SHALL EXTEND TO LIKE CHARGES AND EXPENSES IN RELATION TO ALL SUCH RECEIVED GAS.

(b) IF DEEMED NECESSARY BY A COURT OF LAW, PURSUANT TO SECTION 7 307(b) OF THE TEXAS UNIFORM COMMERCIAL CODE, SHIPPER HEREBY AGREES THAT:

(i) 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 "BILL OF LADING" FOR ALL PURPOSES WITH RESPECT TO ARTICLE 7 OF THE TEXAS UNIFORM COMMERCIAL CODE, REGARDLESS OF WHEN THE GAS TRANSPORTED PURSUANT TO THIS AGREEMENT IS RECEIVED,

(ii) THE LOCATION OF THE TRINITY FACILITY, THE RATE AND HANDLING CHARGES, AND DESCRIPTION OF THE GOODS ARE AS SET FORTH, RESPECTIVELY, IN SECTION 1.10 OF THE GENERAL TERMS AND CONDITIONS, EXHIBIT B OF THIS AGREEMENT, THE MONTHLY STATEMENTS (AS DESCRIBED IN SECTION 12.1 OF THE GENERAL TERMS AND CONDITIONS), AND SECTION 1.18 OF THE GENERAL TERMS AND CONDITIONS,

(iii) THE ISSUE DATE OF THE BILL OF LADING 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 THIS AGREEMENT, AND

(v) THE SIGNATURE OF TRINITY ON THIS AGREEMENT SHALL BE DEEMED TO BE THE SIGNATURE OF THE CARRIER.

Trinity Gas Storage, LLC

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 \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Revision No.

Control No.

Exhibit A to Service Agreement No. \_\_\_\_\_  
Under Rate Schedule FTS  
Between  
Trinity Gas Storage, LLC (Trinity)  
And  
\_\_\_\_\_ (Shipper)

Maximum Daily Quantity (MDQ) \_\_\_\_\_ MMBtu

Monthly Transportation Reservation Charge MDQ \$\_\_\_\_\_ per MMBtu of

Commodity Charge \$\_\_\_\_\_ per MMBtu

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

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

SHIPPER

Trinity Gas Storage, LLC

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



Revision No.

Control No.

Exhibit B to Service Agreement No. \_\_\_\_\_  
Under Rate Schedule FTS  
Between  
Trinity Gas Storage, LLC (Trinity)  
And  
\_\_\_\_\_ (Shipper)

POINTS OF RECEIPT

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

Total \_\_\_\_\_ MDIQ

POINTS OF DELIVERY

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

Total \_\_\_\_\_ MDIQ

Trinity Gas Storage, LLC

**FORM OF SERVICE AGREEMENT  
(APPLICABLE TO EISS 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 the service in accordance with the provisions of the effective EISS Rate Schedule and applicable General Terms and Conditions of Trinity’s Statement of Operating Conditions (“SOC”), on file the Texas Railroad Commission (“TRC”), as the same may be amended or superseded from time to time. Trinity shall store quantities of gas for Shipper up to, but not exceeding, Shipper’s Maximum Enhanced Interruptible Storage Capacity 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 Commission or the TRC. Service provided hereunder with respect to Gas tendered or accepted for delivery by Shipper hereunder shall be subject in all respects 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. As such, Shipper represents and warrants that all Gas tendered or accepted for delivery by Shipper hereunder shall be consumed within the State of Texas.

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 calculated in accordance with the EISS Rate Schedule as specified in Exhibit A of this Service Agreement.

Section 4. Term. Service under this Agreement shall commence as of the first Day of the first Month specified in Exhibit A and shall continue in full force and effect until the date specified in Exhibit A.

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 THE DOCTRINES GOVERNING CHOICE OF LAW.

Section 8. Warehousemen’s Lien.

Trinity Gas Storage, LLC

(a) 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.

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

(i) 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 SHIPPER'S SOC ("GTC"), 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 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,

(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 TRINITY ON THE CONTRACT SHALL BE DEEMED TO BE THE SIGNATURE OF THE WAREHOUSEMAN.

Trinity Gas Storage, LLC

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. \_\_\_\_\_

Exhibit A to Service Agreement No. \_\_\_\_\_  
Under Rate Schedule EISS  
Between  
Trinity Gas Storage, LLC (Trinity)  
And  
\_\_\_\_\_ (Shipper)

Maximum Enhanced Interruptible Storage Capacity Quantity \_\_\_\_\_ MMBtu

Capacity Charge \$\_\_\_\_\_ per MMBtu /day

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

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

Maximum Daily Withdrawal Quantity (MDWQ) \_\_\_\_\_ 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\*

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

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

Service Commencement Month \_\_\_\_\_, \_\_\_\_\_

Through

Service Termination Month \_\_\_\_\_, \_\_\_\_\_

\* NOTE: 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 \_\_\_\_\_

Trinity Gas Storage, LLC

Date \_\_\_\_\_

Date \_\_\_\_\_

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

Exhibit B to Service Agreement No. \_\_\_\_\_  
Under Rate Schedule EISS  
Between  
Trinity Gas Storage, LLC (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

Trinity Gas Storage, LLC

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 ("SOC") as the same may be amended or superseded.



Trinity Gas Storage, LLC

**EILS SERVICE AGREEMENT  
(APPLICABLE TO RATE SCHEDULES EILS)**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between TRINITY GAS STORAGE, LLC ("Trinity") and \_\_\_\_\_ ("Shipper").

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

Section 1. Services to be Rendered. Trinity shall perform and Shipper shall receive the service in accordance with the provisions of the effective EILS 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, inject, loan, store, withdraw and redeliver quantities of gas for Shipper up to, but not exceeding Shipper's MDIQ, MDRQ, MDWQ, MPQ, MLQ, and/or MDDQ as specified in Exhibit B, 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 Commission or the TRC. Service provided hereunder with respect to Gas tendered or accepted for delivery by Shipper hereunder shall be subject in all respects 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. As such, Shipper represents and warrants that all Gas tendered or accepted for delivery by Shipper hereunder shall be consumed within the State of Texas.

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

Section 3. Rate.

1. Shipper agrees to pay Trinity the charges for all natural gas service furnished to Shipper hereunder as set forth on Exhibit B hereto.
2. Where applicable, Shipper agrees to pay in kind or dollars Trinity's fuel reimbursement costs as set forth on Exhibit B hereto.
3. Shipper further agrees to pay Trinity all other applicable fees and charges as set forth in the General Terms and Conditions and in Rate Schedule EILS.

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

Section 5. Notices. Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the party intended to receive the same, as follows:

Trinity Gas Storage, LLC

Trinity: Trinity Gas Storage  
3505 Yucca Drive Suite 110  
Flowe Mound, Texas 75028  
Attention: Marketing

Shipper: \_\_\_\_\_

Notices: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Billing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

or to such other address as either Party shall designate by formal written notice to the other.

Section 6. 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 7. Prior Agreements Cancelled. Trinity and Shipper agree that this Agreement, as of the effective date hereof, shall supersede and cancel the following Agreement(s) between the parties hereto: Hub Services Agreement dated \_\_\_\_\_.

Section 8. Warehousemen’s Lien.

(a) 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.

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

Trinity Gas Storage, LLC

(i) 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 SHIPPER’S SOC (“GTC”), 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 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,

(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 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 \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Trinity Gas Storage, LLC

Exhibit A to EILS Service Agreement No. \_\_\_\_\_  
 Between  
 Trinity Gas Storage, LLC (Trinity)  
 And  
 \_\_\_\_\_ (Shipper)

Receipt and/or Delivery Points:

PIPELINE	METER #	COUNTY	STATE
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Exhibit B to EILS Service Agreement No. \_\_\_\_\_  
 Between  
 Trinity Gas Storage, LLC (Trinity)  
 And  
 \_\_\_\_\_ (Shipper)

SHIPPER: \_\_\_\_\_ pursuant to the EILS Service Agreement executed by Shipper on \_\_\_\_\_, hereby directs and requests to Trinity to do the following:

Title Transfer: (to)  
 Company Name: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Title Transfer: (from)  
 Company Name: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**RECEIPT POINT(S)**

Flow Date	Pipeline	Meter name and number	Volume (MMBtu/d)	Shipper's Name	Shipper's Contract number

Maximum Daily Receipt Quantity \_\_\_\_\_ MMBtu  
 (as applicable)

**DELIVERY POINT(S)**

Flow Date	Pipeline	Meter name and number	Volume (MMBtu/d)	Shipper's Name	Shipper's Contract number

Maximum Daily Delivery Quantity \_\_\_\_\_ MMBtu  
 (as applicable)

Comments: \_\_\_\_\_

Trinity Gas Storage, LLC

Requested Service or Components Thereof:

Maximum Park Quantity \_\_\_\_\_ MMBtu

Maximum Balancing Quantity \_\_\_\_\_ MMBtu

Maximum Loan Quantity \_\_\_\_\_ MMBtu

Maximum Daily Injection Quantity \_\_\_\_\_ MMBtu

Maximum Daily Withdrawal Quantity \_\_\_\_\_ MMBtu

Maximum Imbalance Trading Quantity \_\_\_\_\_ MMBtu

Service Commencement Month \_\_\_\_\_, \_\_\_\_\_

Through

Service Termination Month \_\_\_\_\_, \_\_\_\_\_

Trinity & Shipper agree that the following charges shall apply to this EILS Service Agreement:

Requested Service or Components Thereof

___ Parking	\$ _____ per MMBtu	___ Title Transfer	\$ _____
per MMBtu			
___ Balancing	\$ _____ per MMBtu	___ Imbalance Trade	\$ _____
per MMBtu			
___ Loan	\$ _____ per MMBtu	___ Excess Injection	\$ _____
per MMBtu			
___ Injection	\$ _____ per MMBtu	___ Excess Withdrawal	\$ _____
per MMBtu			
___ Withdrawal	\$ _____ per MMBtu	___ Fuel	
\$ _____ per MMBtu			
			in kind % _____ per MMBtu

Shipper shall reimburse Trinity for all applicable taxes as may be assessed Trinity for the receipt, injection, storage, withdrawal and/or delivery of Shipper’s Gas. In addition, Shipper shall reimburse Trinity for Shipper’s pro rata portion, of ad valorem taxes based on Shipper’s inventory, including base gas provided and owned by Shipper.

Shipper:  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Trinity Gas Storage, LLC

Trinity:

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

Time: \_\_\_\_\_

Trinity Gas Storage, LLC

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

**FORM OF SERVICE AGREEMENT  
(APPLICABLE TO ISS 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 the service in accordance with the provisions of the effective ISS Rate Schedule and applicable General Terms and Conditions of Trinity's Statement of Operating Conditions ("SOC"), on file the Texas Railroad Commission ("TRC"), as the same may be amended or superseded from time to time. Trinity shall store quantities of gas for Shipper up to, but not exceeding, Shipper's Maximum Interruptible Storage Capacity 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 Commission or the TRC. Service provided hereunder with respect to Gas tendered or accepted for delivery by Shipper hereunder shall be subject in all respects 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. As such, Shipper represents and warrants that all Gas tendered or accepted for delivery by Shipper hereunder shall be consumed within the State of Texas.

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 calculated in accordance with the ISS Rate Schedule as specified in Exhibit A of this Service Agreement.

Section 4. Term. Service under this Agreement shall commence as of the first Day of the first Month specified in Exhibit A and shall continue in full force and effect until the date specified in Exhibit A.

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.



Trinity Gas Storage, LLC

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 THE DOCTRINES GOVERNING CHOICE OF LAW.

Section 8. Warehousemen's Lien.

(a) 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.

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

(i) 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 SHIPPER'S SOC ("GTC"), 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 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,

(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 TRINITY ON THE CONTRACT SHALL BE DEEMED TO BE THE SIGNATURE OF THE WAREHOUSEMAN.

Trinity Gas Storage, LLC

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\_\_\_\_\_

Trinity Gas Storage, LLC

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

Exhibit A to Service Agreement No. \_\_\_\_\_  
Under Rate Schedule ISS  
Between  
Trinity Gas Storage, LLC (Trinity)  
And  
\_\_\_\_\_ (Shipper)

	Maximum Interruptible Storage Capacity Quantity	_____ MMBtu
/day	Capacity Charge	\$_____ per MMBtu
	Injection Charge	\$_____ per MMBtu
	Withdrawal Charge	\$_____ per MMBtu
	Maximum Daily Withdrawal Quantity (MDWQ)	_____ MMBtu per Day
Day	Maximum Daily Injection Quantity (MDIQ)	_____ MMBtu per
Hour*	Maximum Hourly Withdrawal Quantity (MHWQ)	_____ MMBtu per
	Maximum Hourly Injection Quantity (MHIQ)	_____ MMBtu per Hour*
	Fuel Reimbursement	\$_____ Percent
	Title Transfer Fee	\$_____ per MMBtu
	Service Commencement Month _____, _____	
	Through	
	Service Termination Month _____, _____	

\* NOTE: 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 \_\_\_\_\_

Trinity Gas Storage, LLC

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Revision No.

\_\_\_\_\_

Exhibit B to Service Agreement No. \_\_\_\_\_  
 Under Rate Schedule ISS  
 Between  
 Trinity Gas Storage, LLC (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

Trinity Gas Storage, LLC

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 ("SOC") as the same may be amended or superseded.

Trinity Gas Storage, LLC

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

**HUB SERVICES AGREEMENT  
(APPLICABLE TO RATE SCHEDULES IPS, ILS, IBTS AND IBS)**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between TRINITY GAS STORAGE, LLC ("Trinity") and \_\_\_\_\_ ("Shipper").

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

Section 1. Services to be Rendered. Trinity shall perform and Shipper shall receive the service in accordance with the provisions of the effective IPS, ILS, IBTS, and/or IBS Rate Schedules 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, inject, park, loan, store, withdraw and redeliver quantities of gas for Shipper up to, but not exceeding Shipper's MDIQ, MDRQ, MDWQ, MPQ, MLQ, and/or MDDQ as specified in Exhibit B, 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 Commission or the TRC. Service provided hereunder with respect to Gas tendered or accepted for delivery by Shipper hereunder shall be subject in all respects 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. As such, Shipper represents and warrants that all Gas tendered or accepted for delivery by Shipper hereunder shall be consumed within the State of Texas.

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

Section 3. Rate.

4. Shipper agrees to pay Trinity the charges for all natural gas service furnished to Shipper hereunder as set forth on Exhibit B hereto.
5. Where applicable, Shipper agrees to pay in kind or dollars Trinity's fuel reimbursement costs as set forth on Exhibit B hereto.
6. Shipper further agrees to pay Trinity all other applicable fees and charges as set forth in the General Terms and Conditions and in Rate Schedules IPS, ILS, IBTS, and IBS.

Trinity Gas Storage, LLC

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

Section 5. Notices. Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the party intended to receive the same, as follows:

Trinity: Trinity Gas Storage  
3505 Yucca Drive Suite 110  
Flowe Mound, Texas 75028  
Attention: Marketing

Shipper: \_\_\_\_\_

Notices: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Billing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

or to such other address as either Party shall designate by formal written notice to the other.

Section 6. 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 7. Prior Agreements Cancelled. Trinity and Shipper agree that this Agreement, as of the effective date hereof, shall supersede and cancel the following Agreement(s) between the parties hereto: Hub Services Agreement dated \_\_\_\_\_.

Section 8. Warehousemen’s Lien.

(a) 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



Trinity Gas Storage, LLC

THE RECEIVED GAS, AND FOR EXPENSES NECESSARY FOR PRESERVATION OF THE RECEIVED GAS OR REASONABLY INCURRED IN THE SALE THEREOF, PURSUANT TO LAW, AND THAT SUCH LIEN SHALL EXTEND TO LIKE CHARGES AND EXPENSES IN RELATION TO ALL SUCH RECEIVED GAS.

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

(i) 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 SHIPPER’S SOC (“GTC”), 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 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,

(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 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 \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Trinity Gas Storage, LLC

Exhibit A to Hub Services Agreement No. \_\_\_\_\_  
Between  
Trinity Gas Storage, LLC (Trinity)  
And  
\_\_\_\_\_ (Shipper)

Receipt and/or Delivery Points:

PIPELINE	METER #	COUNTY	STATE
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Exhibit B to Hub Services Agreement No. \_\_\_\_\_  
 Between  
 Trinity Gas Storage, LLC (Trinity)  
 And  
 \_\_\_\_\_ (Shipper)

SHIPPER: \_\_\_\_\_ pursuant to the Hub Services Agreement executed by Shipper on \_\_\_\_\_, hereby directs and requests to Trinity to do the following:

Title Transfer: (to)  
 Company Name: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Title Transfer: (from)  
 Company Name: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**RECEIPT POINT(S)**

Flow Date	Pipeline	Meter name and number	Volume (MMBtu/d)	Shipper's Name	Shipper's Contract number

Maximum Daily Receipt Quantity \_\_\_\_\_ MMBtu  
 (as applicable)

**DELIVERY POINT(S)**

Flow Date	Pipeline	Meter name and number	Volume (MMBtu/d)	Shipper's Name	Shipper's Contract number

Maximum Daily Delivery Quantity \_\_\_\_\_ MMBtu  
(as applicable)

Comments: \_\_\_\_\_  
\_\_\_\_\_

Requested Service or Components Thereof:

Maximum Park Quantity \_\_\_\_\_ MMBtu

Maximum Balancing Quantity \_\_\_\_\_ MMBtu

Maximum Loan Quantity \_\_\_\_\_ MMBtu

Maximum Daily Injection Quantity \_\_\_\_\_ MMBtu

Maximum Daily Withdrawal Quantity \_\_\_\_\_ MMBtu

Maximum Imbalance Trading Quantity \_\_\_\_\_ MMBtu

Service Commencement Month \_\_\_\_\_, \_\_\_\_\_

Through

Service Termination Month \_\_\_\_\_, \_\_\_\_\_

Trinity & Shipper agree that the following charges shall apply to this Hub Services Transactions:

Requested Service or Components Thereof

Trinity Gas Storage, LLC

___ Parking per MMBtu	\$_____ per MMBtu	___ Title Transfer	\$_____
___ Balancing per MMBtu	\$_____ per MMBtu	___ Imbalance Trade	\$_____
___ Loan per MMBtu	\$_____ per MMBtu	___ Excess Injection	\$_____
___ Injection per MMBtu	\$_____ per MMBtu	___ Excess Withdrawal	\$_____
___ Withdrawal	\$_____ per MMBtu	___ Fuel	
\$_____ per MMBtu			in kind % ___ per MMBtu

Shipper shall reimburse Trinity for all applicable taxes as may be assessed Trinity for the receipt, injection, storage, withdrawal and/or delivery of Shipper's Gas. In addition, Shipper shall reimburse Trinity for Shipper's pro rata portion, of ad valorem taxes based on Shipper's inventory, including base gas provided and owned by Shipper.

Shipper:  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Trinity:  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Trinity Gas Storage, LLC

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

**FORM OF SERVICE AGREEMENT  
(APPLICABLE TO ITS RATE SCHEDULE)**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between TRINITY GAS STORAGE, LLC ("Trinity") and \_\_\_\_\_ ("Shipper").

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 the service in accordance with the provisions of the effective ITS 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 by agreement between Shipper and Trinity, or in accordance with the rules and regulations of the Commission or the TRC. Service provided hereunder with respect to Gas tendered or accepted for delivery by Shipper hereunder shall be subject in all respects 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. As such, Shipper represents and warrants that all Gas tendered or accepted for delivery by Shipper hereunder shall be consumed within the State of Texas.

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 as designated on Exhibit B hereto.

Section 3. Rates. Shipper shall pay Trinity the charges calculated in accordance with the ITS Rate Schedule as specified in Exhibit A of this Service Agreement.

Section 4. Term. Service under this Agreement shall commence as of the first Day of the first Month specified in Exhibit A and shall continue in full force and effect until the last date specified in Exhibit A.

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 THE DOCTRINES GOVERNING CHOICE OF LAW.

Trinity Gas Storage, LLC

Section 8. Carrier's Lien.

(a) SHIPPER HEREBY ACKNOWLEDGES THAT TRINITY SHALL BE ENTITLED TO, AND TRINITY HEREBY CLAIMS, A CARRIER'S LIEN ON ALL GAS TRANSPORTED BY TRINITY, AND ALL PROCEEDS THEREOF, UPON SUCH RECEIPT BY TRINITY, AS PROVIDED IN SECTION 7-307 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 TRANSPORTATION, INSURANCE, LABOR, OR CHARGES PRESENT OR FUTURE IN RELATION TO THE RECEIVED GAS, AND FOR EXPENSES NECESSARY FOR PRESERVATION OF THE RECEIVED GAS OR REASONABLY INCURRED IN THE SALE THEREOF, PURSUANT TO LAW, AND THAT SUCH LIEN SHALL EXTEND TO LIKE CHARGES AND EXPENSES IN RELATION TO ALL SUCH RECEIVED GAS.

(b) IF DEEMED NECESSARY BY A COURT OF LAW, PURSUANT TO SECTION 7 307(b) OF THE TEXAS UNIFORM COMMERCIAL CODE, SHIPPER HEREBY AGREES THAT:

(i) 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 SHIPPER'S SOC ("GTC"), SHALL BE DEEMED A "BILL OF LADING" FOR ALL PURPOSES WITH RESPECT TO ARTICLE 7 OF THE TEXAS UNIFORM COMMERCIAL CODE, REGARDLESS OF WHEN THE GAS TRANSPORTED PURSUANT TO THIS AGREEMENT IS RECEIVED,

(ii) THE LOCATION OF THE TRINITY FACILITY, THE RATE AND HANDLING CHARGES, AND DESCRIPTION OF THE GOODS ARE AS SET FORTH, RESPECTIVELY, IN SECTION 1.10 OF THE GENERAL TERMS AND CONDITIONS, EXHIBIT B OF THIS AGREEMENT, THE MONTHLY STATEMENTS (AS DESCRIBED IN SECTION 12.1 OF THE GENERAL TERMS AND CONDITIONS), AND SECTION 1.18 OF THE GENERAL TERMS AND CONDITIONS,

(iii) THE ISSUE DATE OF THE BILL OF LADING 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 THIS AGREEMENT, AND

(v) THE SIGNATURE OF TRINITY ON THIS AGREEMENT SHALL BE DEEMED TO BE THE SIGNATURE OF THE CARRIER.

Trinity Gas Storage, LLC

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 \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



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

Exhibit A to Service Agreement No. \_\_\_\_\_  
Under Rate Schedule ITS  
Between  
Trinity Gas Storage, LLC (Trinity)  
And  
\_\_\_\_\_ (Shipper)

Maximum Daily Quantity \_\_\_\_\_ MMBtu

Monthly Transportation Reservation Charge \$\_\_\_\_\_ per MMBtu of MDQ

Commodity Charge \$\_\_\_\_\_ per MMBtu

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

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

SHIPPER

Trinity Gas Storage, LLC

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Revision No.

\_\_\_\_\_

Exhibit B to Service Agreement No. \_\_\_\_\_  
Under Rate Schedule ITS  
Between  
Trinity Gas Storage, LLC (Trinity)  
And  
\_\_\_\_\_ (Shipper)

POINTS OF RECEIPT

- 5. \_\_\_\_\_
- 6. \_\_\_\_\_
- 7. \_\_\_\_\_
- 8. \_\_\_\_\_

Total \_\_\_\_\_ MDIQ

POINTS OF DELIVERY

- 5. \_\_\_\_\_
- 6. \_\_\_\_\_
- 7. \_\_\_\_\_
- 8. \_\_\_\_\_

Total \_\_\_\_\_ MDIQ

[placeholder for service agreement for the Latitude System]