

7.0 FORMS OF SERVICE AGREEMENTS

- 7.1 FIRM STORAGE SERVICE AGREEMENT  
(FOR USE UNDER RATE SCHEDULE FSS)
- 7.2 NO-NOTICE STORAGE SERVICE AGREEMENT  
(FOR USE UNDER RATE SCHEDULE NNSS)
- 7.3 FIRM PARKING SERVICE AGREEMENT  
(FOR USE UNDER RATE SCHEDULE FP)
- 7.4 FIRM LOAN SERVICE AGREEMENT  
(FOR USE UNDER RATE SCHEDULE FL)
- 7.5 INTERRUPTIBLE STORAGE SERVICE AGREEMENT  
(FOR USE UNDER RATE SCHEDULE ISS)
- 7.6 INTERRUPTIBLE HOURLY BALANCING SERVICE AGREEMENT  
(FOR USE UNDER RATE SCHEDULE IHBS)
- 7.7 HUB SERVICES AGREEMENT  
(FOR USE UNDER RATE SCHEDULES IP, IW, IL, and EIWS)
- 7.8 CAPACITY RELEASE UMBRELLA AGREEMENT
- 7.9 FIRM WHEELING SERVICE AGREEMENT  
(FOR USE UNDER RATE SCHEDULE FWS)

## 7.1 FIRM STORAGE SERVICE AGREEMENT

(For Use Under Rate Schedule FSS)

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

WHEREAS, TRES PALACIOS owns and operates an underground natural gas storage facility known as the Tres Palacios Gas Storage facility, located in Texas, and is authorized to provide natural gas storage and related services in interstate commerce by way of the Tres Palacios Gas Storage facility; and

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

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

NOW, THEREFORE, TRES PALACIOS and Customer agree as follows:

### ARTICLE I - SCOPE OF AGREEMENT

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

### ARTICLE II - POINTS OF RECEIPT AND DELIVERY

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

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

### ARTICLE III - PRICE

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

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

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

ARTICLE IV - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

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

ARTICLE V - TERM OF AGREEMENT

This Agreement shall be effective as of \_\_\_\_\_, \_\_\_\_ and shall remain in force and effect until \_\_\_\_\_, \_\_\_\_ (the "Primary Term"), as may be reduced or terminated pursuant to Exhibit "B"; provided that this Agreement shall remain in effect until the expiration of any transaction(s) executed by the parties pursuant to this Agreement.

ARTICLE VI - 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 may be sent by facsimile transmission or mailed to the post office address of the Party intended to receive the same, as follows:

TRES PALACIOS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

CUSTOMER:

NOTICES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

BILLING: \_\_\_\_\_

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

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

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

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of TRES PALACIOS or of Customer, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Otherwise, no assignment of this Agreement or any of the rights or obligations thereunder shall be made by Customer, except pursuant to the General Terms and Conditions of TRES PALACIOS' FERC Gas Tariff. It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either Party to the Agreement from pledging or mortgaging its rights thereunder as security for its indebtedness.

#### ARTICLE VIII - LAW OF AGREEMENT

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

#### ARTICLE IX - LIMITATION OF REMEDIES, LIABILITY AND DAMAGES

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

#### ARTICLE X - PRIOR AGREEMENTS CANCELLED

TRES PALACIOS and Customer agree that this Agreement, as of the date hereof, shall supersede and cancel the following Agreement(s) between the parties hereto:

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

#### ARTICLE XI - WAREHOUSEMEN'S LIEN

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

INCURRED IN THE SALE THEREOF, PURSUANT TO LAW, AND THAT SUCH LIEN SHALL EXTEND TO LIKE CHARGES AND EXPENSES IN RELATION TO ALL SUCH RECEIVED GAS

11.2 IF DEEMED NECESSARY BY A COURT OF LAW, PURSUANT TO SECTION 7-202(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 TRES PALACIOS TO CUSTOMER PURSUANT TO THE GENERAL TERMS AND CONDITIONS CONTAINED IN TRES PALACIOS' TARIFF, SHALL BE DEEMED A "WAREHOUSE RECEIPT" FOR ALL PURPOSES WITH RESPECT TO ARTICLE 7 OF THE TEXAS UNIFORM COMMERCIAL CODE, REGARDLESS OF WHEN THE GAS STORED PURSUANT TO THE CONTRACT IS RECEIVED;

(ii) THE LOCATION OF THE WAREHOUSE, TO WHOM THE GAS WILL BE DELIVERED, RATE OF STORAGE AND HANDLING CHARGES, AND DESCRIPTION OF THE GOODS ARE AS SET FORTH, RESPECTIVELY, IN THE PREAMBLE OF THIS AGREEMENT, EXHIBIT A OF THIS AGREEMENT, THE MONTHLY INVOICE (AS DESCRIBED IN SECTION 14.1 OF THE GENERAL TERMS AND CONDITIONS) AND SECTION 2.16 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 TRES PALACIOS ON THE CONTRACT SHALL BE DEEMED TO BE THE SIGNATURE OF THE WAREHOUSEMAN.

#### ARTICLE XII - MISCELLANEOUS

12.1. This Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings and representations, whether written or oral, respecting the subject matter hereof are superseded by this Agreement. No modification of the terms and provisions of this Agreement shall be made except by the execution by both Parties of a written agreement.

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

12.3. If any provision of this Agreement is declared null and void or voidable by a court of competent jurisdiction, such declaration shall in no way affect the validity or effectiveness of the other provisions of this Agreement, which shall remain in full force and effect, and the Parties shall thereafter use their commercially reasonable efforts to agree upon an equitable adjustment of the provisions of this Agreement with a view to effecting its purpose.

12.4. No presumption shall operate in favor of or against any Party as a result of any responsibility or role that any Party may have had in the drafting of this Agreement.

12.5. This Agreement shall not create any rights in third parties, and no provisions hereof shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than TRES PALACIOS or Customer.

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in several counterparts by their authorized agents as of the date first written above.

TRES PALACIOS GAS STORAGE LLC

By \_\_\_\_\_

Title \_\_\_\_\_

Customer \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Exhibit A to the Firm Storage Service Agreement  
between TRES PALACIOS and  
\_\_\_\_\_ (Customer)  
dated \_\_\_\_\_

Transaction Confirmation

Maximum Storage Quantity ("MSQ") \_\_\_\_\_ Dth 1/  
Maximum Daily Injection Quantity ("MDIQ") \_\_\_\_\_ Dth 1/  
Maximum Daily Withdrawal Quantity ("MDWQ") \_\_\_\_\_ Dth \_\_\_\_\_

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

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

\_\_\_\_\_ Customer shall have the right to use secondary Receipt  
and Delivery Points

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

Storage Reservation Charge \_\_\_\_\_ \$/Dth-mo  
Withdrawal Reservation Charge \_\_\_\_\_ \$/Dth-mo  
Injection Reservation Charge \_\_\_\_\_ \$/Dth-mo  
Storage Injection Charge \_\_\_\_\_ \$/Dth  
Storage Withdrawal Charge \_\_\_\_\_ \$/Dth  
Fuel Reimbursement \_\_\_\_\_

1/ Subject to Ratchets specified in Exhibit C.

\* Add additional lines for multiple Receipt and/or Delivery Points.

Customer:

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

TRES PALACIOS' Approval:

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

Note: TRES PALACIOS and Customer may enter into a transaction for storage or hub services pursuant to the Transaction Confirmation Procedure set forth at Section 34 of the General Terms and Conditions of TRES PALACIOS' FERC Gas Tariff.

Exhibit B to the Firm Storage Service Agreement  
between TRES PALACIOS and  
\_\_\_\_\_ (Customer)

dated \_\_\_\_\_

Revenue Reduction Option

OPTION PERIOD(S) : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OPTION DESCRIPTION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OPTION CONSIDERATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ANY LIMITATIONS ON  
THE EXERCISE OF THE  
REVENUE REDUCTION  
OPTION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TRES PALACIOS and Customer agree that this Exhibit B, as of the date hereof,  
shall supersede and cancel the Exhibit B dated \_\_\_\_\_.

Customer:

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

TRES PALACIOS' Approval:

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



Exhibit C to the Firm Storage Service Agreement  
 between TRES PALACIOS and  
 \_\_\_\_\_ (Customer)  
 dated \_\_\_\_\_

Injection and Withdrawal Ratchets

Unless Customer and TRES PALACIOS agree otherwise as indicated below, the quantity of Gas that Customer may inject or withdraw pursuant to the Firm Storage Service Agreement at any time shall be subject to the following ratchet provisions.

Generally Applicable Ratchet Options			
<i>If customer inventory divided by MSQ is</i>	<i>then MDIQ multiplier is</i>	<i>If customer inventory divided by MSQ is</i>	<i>then MDWQ multiplier is</i>
$0.000 < i \leq 0.400$	1.000	$1.000 > i \geq 0.500$	1.000
$0.400 < i \leq 0.800$	0.625	$0.500 > i \geq 0.200$	0.762
$0.800 < i < 1.000$	0.250	$0.200 > i > 0.000$	0.477
No injection ratchets: <input type="checkbox"/>		No withdrawal ratchets: <input type="checkbox"/>	

TRES PALACIOS and Customer agree that this Exhibit C, as of the date hereof, shall supersede and cancel the Exhibit C dated \_\_\_\_\_.

Customer:

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

TRES PALACIOS' Approval:

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

## 7.2 NO-NOTICE STORAGE SERVICE AGREEMENT

(For Use Under Rate Schedule NNSS)

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

WHEREAS, TRES PALACIOS owns and operates an underground natural gas storage facility known as the Tres Palacios Gas Storage facility, located in Texas, and is authorized to provide natural gas storage and related services in interstate commerce by way of the Tres Palacios Gas Storage facility; and

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

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

NOW, THEREFORE, TRES PALACIOS and Customer agree as follows:

### ARTICLE I - SCOPE OF AGREEMENT

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

### ARTICLE II - PRICE

2.1. Customer agrees to pay TRES PALACIOS the charges set forth on Exhibit "A" hereto for all Gas no-notice service furnished to Customer hereunder.

2.2. Customer further agrees to pay TRES PALACIOS all other applicable fees and charges as set forth in the General Terms and Conditions and in Rate Schedule NNSS.

2.3. Customer shall reimburse TRES PALACIOS for all applicable taxes as may be assessed against TRES PALACIOS for the receipt, injection, storage, withdrawal and/or delivery of Customer's Gas. In addition, Customer shall reimburse TRES PALACIOS for Customer's pro rata portion, calculated using the same methodology as that used to assess the tax, of all ad valorem taxes,

property taxes and/or other similar taxes on Customer's gas in storage assessed against and paid by TRES PALACIOS.

ARTICLE III - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

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

ARTICLE IV - TERM OF AGREEMENT

This Agreement shall be effective as of \_\_\_\_\_, \_\_\_\_ and shall remain in force and effect until \_\_\_\_\_, \_\_\_\_ (the "Primary Term"); provided that this Agreement shall remain in effect until the expiration of any transaction(s) executed by the parties pursuant to this Agreement.

ARTICLE V - 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 may be sent by facsimile transmission or mailed to the post office address of the Party intended to receive the same, as follows:

TRES PALACIOS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

CUSTOMER:

NOTICES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

BILLING: \_\_\_\_\_

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

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

ARTICLE VI - TRANSFER AND ASSIGNMENT OF ALL AGREEMENTS

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of TRES PALACIOS or of Customer, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Otherwise, no assignment of this Agreement or any of the rights or obligations thereunder shall be made by Customer, except pursuant to the General Terms and Conditions of TRES PALACIOS' FERC Gas Tariff.

It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either Party to the Agreement from pledging or mortgaging its rights thereunder as security for its indebtedness.

ARTICLE VII - 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.

ARTICLE VIII - LIMITATION OF REMEDIES, LIABILITY AND DAMAGES

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

ARTICLE IX - PRIOR AGREEMENTS CANCELLED

TRES PALACIOS and Customer agree that this Agreement, as of the date hereof, shall supersede and cancel the following Agreement(s) between the parties hereto:

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

ARTICLE X - MISCELLANEOUS

10.1. This Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings and representations, whether written or oral, respecting the subject matter hereof are superseded by this Agreement. No modification of the terms and provisions of this Agreement shall be made except by the execution by both Parties of a written agreement.

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

10.3. If any provision of this Agreement is declared null and void or voidable by a court of competent jurisdiction, such declaration shall in no

way affect the validity or effectiveness of the other provisions of this Agreement, which shall remain in full force and effect, and the Parties shall thereafter use their commercially reasonable efforts to agree upon an equitable adjustment of the provisions of this Agreement with a view to effecting its purpose.

10.4. No presumption shall operate in favor of or against any Party as a result of any responsibility or role that any Party may have had in the drafting of this Agreement.

10.5. This Agreement shall not create any rights in third parties, and no provisions hereof shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than TRES PALACIOS or Customer.

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in several counterparts by their authorized agents as of the date first written above.

TRES PALACIOS GAS STORAGE LLC

By \_\_\_\_\_

Title \_\_\_\_\_

Customer \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Exhibit A to the NO-NOTICE STORAGE SERVICE AGREEMENT  
between TRES PALACIOS and  
\_\_\_\_\_ (Customer)  
dated \_\_\_\_\_

Transaction Confirmation

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

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

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

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

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

\_\_\_\_\_ Customer shall have the right to use secondary Receipt  
and Delivery Points

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

No-Notice reservation charge \_\_\_\_\_ \$/Dth-mo

\* Add additional lines for multiple Receipt and/or Delivery Points.

Customer:

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

TRES PALACIOS' Approval:

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

Note: TRES PALACIOS and Customer may enter into a transaction for storage or hub services pursuant to the Transaction Confirmation Procedure set forth at Section 34 of the General Terms and Conditions of TRES PALACIOS' FERC Gas Tariff.

### 7.3 FIRM PARKING SERVICE AGREEMENT

(For Use Under Rate Schedule FP)

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

WHEREAS, TRES PALACIOS owns and operates an underground natural gas storage facility known as the Tres Palacios Gas Storage facility, located in Texas, and is authorized to provide natural gas storage and related services in interstate commerce by way of the Tres Palacios Gas Storage facility; and

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

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

NOW, THEREFORE, TRES PALACIOS and Customer agree as follows:

#### ARTICLE I - SCOPE OF AGREEMENT

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

#### ARTICLE II - POINTS OF RECEIPT AND DELIVERY

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

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

ARTICLE III - PRICE

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

3.2. Customer further agrees to pay TRES PALACIOS all other applicable fees and charges as set forth in the General Terms and Conditions and in Rate Schedule FP.

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

ARTICLE IV - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

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

ARTICLE V - TERM OF AGREEMENT

This Agreement shall be effective as of \_\_\_\_\_, \_\_\_\_\_, 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; provided that this Agreement shall remain in effect until the expiration of any transaction(s) executed by the parties pursuant to this Agreement.

ARTICLE VI - 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 may be sent by facsimile transmission or mailed to the post office address of the Party intended to receive the same, as follows:

TRES PALACIOS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

CUSTOMER:

NOTICES: \_\_\_\_\_



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

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

ARTICLE VII - TRANSFER AND ASSIGNMENT OF ALL AGREEMENTS

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of TRES PALACIOS or of Customer, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Otherwise, no assignment of this Agreement or any of the rights or obligations thereunder shall be made by Customer, except pursuant to the General Terms and Conditions of TRES PALACIOS' FERC Gas Tariff.

It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either Party to the Agreement from pledging or mortgaging its rights thereunder as security for its indebtedness.

ARTICLE VIII - LAW OF AGREEMENT

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

ARTICLE IX - LIMITATION OF REMEDIES, LIABILITY AND DAMAGES

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

ARTICLE X - PRIOR AGREEMENTS CANCELLED

TRES PALACIOS and Customer agree that this Agreement, as of the date hereof, shall supersede and cancel the following Agreement(s) between the parties hereto:

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

ARTICLE XI - WAREHOUSEMEN'S LIEN

11.1 CUSTOMER HEREBY ACKNOWLEDGES THAT TRES PALACIOS SHALL BE ENTITLED TO, AND TRES PALACIOS HEREBY CLAIMS, A LIEN ON ALL GAS RECEIVED BY TRES PALACIOS

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

11.2 IF DEEMED NECESSARY BY A COURT OF LAW, PURSUANT TO SECTION 7-202(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 TRES PALACIOS TO CUSTOMER PURSUANT TO THE GENERAL TERMS AND CONDITIONS CONTAINED IN TRES PALACIOS' TARIFF, SHALL BE DEEMED A "WAREHOUSE RECEIPT" FOR ALL PURPOSES WITH RESPECT TO ARTICLE 7 OF THE TEXAS UNIFORM COMMERCIAL CODE, REGARDLESS OF WHEN THE GAS STORED PURSUANT TO THE CONTRACT IS RECEIVED;

(ii) THE LOCATION OF THE WAREHOUSE, TO WHOM THE GAS WILL BE DELIVERED, RATE OF STORAGE AND HANDLING CHARGES, AND DESCRIPTION OF THE GOODS ARE AS SET FORTH, RESPECTIVELY, IN THE PREAMBLE OF THIS AGREEMENT, EXHIBIT A OF THIS AGREEMENT, THE MONTHLY INVOICE (AS DESCRIBED IN SECTION 14.1 OF THE GENERAL TERMS AND CONDITIONS) AND SECTION 2.16 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 TRES PALACIOS ON THE CONTRACT SHALL BE DEEMED TO BE THE SIGNATURE OF THE WAREHOUSEMAN.

#### ARTICLE XII - MISCELLANEOUS

12.1. This Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings and representations, whether written or oral, respecting the subject matter hereof are superseded by this Agreement. No modification of the terms and provisions of this Agreement shall be made except by the execution by both Parties of a written agreement.

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

12.3. If any provision of this Agreement is declared null and void or voidable by a court of competent jurisdiction, such declaration shall in no way affect the validity or effectiveness of the other provisions of this Agreement, which shall remain in full force and effect, and the Parties shall thereafter use their commercially reasonable efforts to agree upon an equitable adjustment of the provisions of this Agreement with a view to effecting its purpose.

12.4. No presumption shall operate in favor of or against any Party as a result of any responsibility or role that any Party may have had in the drafting of this Agreement.

12.5. This Agreement shall not create any rights in third parties, and no provisions hereof shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than TRES PALACIOS or Customer.

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in several counterparts by their authorized agents as of the date first written above.

TRES PALACIOS GAS STORAGE LLC

By \_\_\_\_\_

Title \_\_\_\_\_

Customer \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Exhibit A to the Firm Parking Service Agreement  
between TRES PALACIOS and  
\_\_\_\_\_ (Customer)

Transaction Confirmation

Maximum Parking Quantity ("MPQ")	_____	Dth
Maximum Daily Injection Quantity ("MDIQ")	_____	Dth
Maximum Daily Withdrawal Quantity ("MDWQ")	_____	Dth
Primary Receipt Point	_____	*
Maximum Daily Receipt Quantity ("MDRQ")	_____	Dth*
Primary Delivery Point	_____	*
Maximum Daily Delivery Quantity ("MDDQ")	_____	Dth*
Injection Period Start Date	_____	
Injection Period End Date	_____	
Withdrawal Period Start Date	_____	
Withdrawal Period End Date	_____	
Firm Parking Reservation Charge	_____	\$/Dth-mo
Firm Parking Injection Charge	_____	\$/Dth
Firm Parking Withdrawal Charge	_____	\$/Dth
Fuel Reimbursement	_____	

\* Add additional lines for multiple Receipt and/or Delivery Points.  
Secondary Point rights shall not apply to Firm Parking service.

Customer:

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

TRES PALACIOS' Approval:

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

Note: TRES PALACIOS and Customer may enter into a transaction for storage or hub services pursuant to the Transaction Confirmation Procedure set forth at Section 34 of the General Terms and Conditions of TRES PALACIOS' FERC Gas Tariff.

#### 7.4 FIRM LOAN SERVICE AGREEMENT

(For Use Under Rate Schedule FL)

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

WHEREAS, TRES PALACIOS owns and operates an underground natural gas storage facility known as the Tres Palacios Gas Storage facility, located in Texas, and is authorized to provide natural gas storage and related services in interstate commerce by way of the Tres Palacios Gas Storage facility; and

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

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

NOW, THEREFORE, TRES PALACIOS and Customer agree as follows:

#### ARTICLE I - SCOPE OF AGREEMENT

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

#### ARTICLE II - POINTS OF RECEIPT AND DELIVERY

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

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

ARTICLE III - PRICE

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

3.2. Customer further agrees to pay TRES PALACIOS all other applicable fees and charges as set forth in the General Terms and Conditions and in Rate Schedule FL.

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

ARTICLE IV - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

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

ARTICLE V - TERM OF AGREEMENT

This Agreement shall be effective as of \_\_\_\_\_, \_\_\_\_\_, and shall remain in force and effect on a Month to Month basis unless terminated either Party upon at least thirty (30) days prior written notice to the other Party; provided that this Agreement shall remain in effect until the expiration of any transaction(s) executed by the parties pursuant to this Agreement.

ARTICLE VI - 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 may be sent by facsimile transmission or mailed to the post office address of the Party intended to receive the same, as follows:

TRES PALACIOS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

CUSTOMER:

NOTICES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

BILLING: \_\_\_\_\_

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

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

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

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of TRES PALACIOS or of Customer, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Otherwise, no assignment of this Agreement or any of the rights or obligations thereunder shall be made by Customer, except pursuant to the General Terms and Conditions of TRES PALACIOS' FERC Gas Tariff.

It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either Party to the Agreement from pledging or mortgaging its rights thereunder as security for its indebtedness.

#### ARTICLE VIII - LAW OF AGREEMENT

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

#### ARTICLE IX - LIMITATION OF REMEDIES, LIABILITY AND DAMAGES

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

#### ARTICLE X - PRIOR AGREEMENTS CANCELLED

TRES PALACIOS and Customer agree that this Agreement, as of the date hereof, shall supersede and cancel the following Agreement(s) between the parties hereto:

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

#### ARTICLE XI - MISCELLANEOUS

11.1. This Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings and representations, whether written or oral, respecting the

subject matter hereof are superseded by this Agreement. No modification of the terms and provisions of this Agreement shall be made except by the execution by both Parties of a written agreement.

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

11.3. If any provision of this Agreement is declared null and void or voidable by a court of competent jurisdiction, such declaration shall in no way affect the validity or effectiveness of the other provisions of this Agreement, which shall remain in full force and effect, and the Parties shall thereafter use their commercially reasonable efforts to agree upon an equitable adjustment of the provisions of this Agreement with a view to effecting its purpose.

11.4. No presumption shall operate in favor of or against any Party as a result of any responsibility or role that any Party may have had in the drafting of this Agreement.

11.5. This Agreement shall not create any rights in third parties, and no provisions hereof shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than TRES PALACIOS or Customer.

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in several counterparts by their authorized agents as of the date first written above.

TRES PALACIOS GAS STORAGE LLC

By \_\_\_\_\_

Title \_\_\_\_\_

Customer \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_



Exhibit A to the Firm Loan Service Agreement  
between TRES PALACIOS and  
\_\_\_\_\_ (Customer)

Transaction Confirmation

Maximum Loan Quantity ("MLQ")	_____	Dth
Maximum Daily Injection Quantity ("MDIQ")	_____	Dth
Maximum Daily Withdrawal Quantity ("MDWQ")	_____	Dth
Primary Receipt Point	_____	*
Maximum Daily Receipt Quantity ("MDRQ")	_____	Dth*
Primary Delivery Point	_____	*
Maximum Daily Delivery Quantity ("MDDQ")	_____	Dth*
Withdrawal Period Start Date	_____	
Withdrawal Period End Date	_____	
Injection Period Start Date	_____	
Injection Period End Date	_____	
Firm Loan Reservation Charge	_____	\$/Dth-mo
Firm Loan Injection Charge	_____	\$/Dth
Firm Loan Withdrawal Charge	_____	\$/Dth
Fuel Reimbursement	_____	

\* Add additional lines for multiple Receipt and/or Delivery Points.  
Secondary Point rights shall not apply to Firm Loan service.

Customer:

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

TRES PALACIOS' Approval:

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

Note: TRES PALACIOS and Customer may enter into a transaction for storage or hub services pursuant to the Transaction Confirmation Procedure set forth at Section 34 of the General Terms and Conditions of TRES PALACIOS' FERC Gas Tariff.

## 7.5 INTERRUPTIBLE STORAGE SERVICE AGREEMENT

(For Use Under Rate Schedule ISS)

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

WHEREAS, TRES PALACIOS owns and operates an underground natural gas storage facility known as the Tres Palacios Gas Storage facility, located in Texas, and is authorized to provide natural gas storage and related services in interstate commerce by way of the Tres Palacios Gas Storage facility; and

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

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

NOW, THEREFORE, TRES PALACIOS and Customer agree as follows:

### ARTICLE I - SCOPE OF AGREEMENT

Following the commencement of service pursuant to any transaction hereunder, in accordance with the terms of TRES PALACIOS' Rate Schedule ISS, and of this Agreement, TRES PALACIOS shall receive on any Day for injection into storage for Customer's account a quantity of Gas up to Customer's Maximum Daily Injection Quantity as set forth on Exhibit "A" hereto, shall store quantities of Gas so injected in the Tres Palacios Gas Storage LLC underground gas storage facility located in Texas, up to a Maximum Storage Quantity as set forth on Exhibit "A" (on a cumulative basis) and on demand on any Day shall withdraw from Customer's Storage Inventory and deliver to Customer a quantity of Gas up to Customer's Maximum Daily Withdrawal Quantity as set forth on Exhibit "A."

### ARTICLE II - POINTS OF RECEIPT AND DELIVERY

The point(s) at which the Gas is to be tendered by Customer to TRES PALACIOS under this Agreement shall be any of the Point(s) of Receipt as posted on TRES PALACIOS' Internet Web Site.

The point(s) at which the Gas is to be tendered by TRES PALACIOS to Customer under this Agreement shall be any of the Point(s) of Delivery as posted on TRES PALACIOS' Internet Web Site.

### ARTICLE III - PRICE

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

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

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

ARTICLE IV - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

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

ARTICLE V - TERM OF AGREEMENT

This Agreement shall be effective as of \_\_\_\_\_, \_\_\_\_\_, and shall remain in force and effect until \_\_\_\_\_, \_\_\_\_\_ (the "Primary Term"); provided that this Agreement shall remain in effect until the expiration of any transaction(s) executed by the parties pursuant to this Agreement.

ARTICLE VI - 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 may be sent by facsimile transmission or mailed to the post office address of the Party intended to receive the same, as follows:

TRES PALACIOS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

CUSTOMER:

NOTICES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

BILLING: \_\_\_\_\_

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

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

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

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of TRES PALACIOS or of Customer, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Otherwise, no assignment of this Agreement or any of the rights or obligations thereunder shall be made by Customer, except pursuant to the General Terms and Conditions of TRES PALACIOS' FERC Gas Tariff.

It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either Party to the Agreement from pledging or mortgaging its rights thereunder as security for its indebtedness.

#### ARTICLE VIII - LAW OF AGREEMENT

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

#### ARTICLE IX - LIMITATION OF REMEDIES, LIABILITY AND DAMAGES

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

#### ARTICLE X - PRIOR AGREEMENTS CANCELLED

TRES PALACIOS and Customer agree that this Agreement, as of the date hereof, shall supersede and cancel the following Agreement(s) between the parties hereto:

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

#### ARTICLE XI - WAREHOUSEMEN'S LIEN

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

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

11.2 IF DEEMED NECESSARY BY A COURT OF LAW, PURSUANT TO SECTION 7-202(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 TRES PALACIOS TO CUSTOMER PURSUANT TO THE GENERAL TERMS AND CONDITIONS CONTAINED IN TRES PALACIOS' TARIFF, SHALL BE DEEMED A "WAREHOUSE RECEIPT" FOR ALL PURPOSES WITH RESPECT TO ARTICLE 7 OF THE TEXAS UNIFORM COMMERCIAL CODE, REGARDLESS OF WHEN THE GAS STORED PURSUANT TO THE CONTRACT IS RECEIVED;

(ii) THE LOCATION OF THE WAREHOUSE, TO WHOM THE GAS WILL BE DELIVERED, RATE OF STORAGE AND HANDLING CHARGES, AND DESCRIPTION OF THE GOODS ARE AS SET FORTH, RESPECTIVELY, IN THE PREAMBLE OF THIS AGREEMENT, ARTICLE II OF THIS AGREEMENT, THE MONTHLY INVOICE (AS DESCRIBED IN SECTION 14.1 OF THE GENERAL TERMS AND CONDITIONS) AND SECTION 2.16 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 TRES PALACIOS ON THE CONTRACT SHALL BE DEEMED TO BE THE SIGNATURE OF THE WAREHOUSEMAN.

#### ARTICLE XII - MISCELLANEOUS

12.1. This Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings and representations, whether written or oral, respecting the subject matter hereof are superseded by this Agreement. No modification of the terms and provisions of this Agreement shall be made except by the execution by both Parties of a written agreement.

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

12.3. If any provision of this Agreement is declared null and void or voidable by a court of competent jurisdiction, such declaration shall in no way affect the validity or effectiveness of the other provisions of this Agreement, which shall remain in full force and effect, and the Parties shall thereafter use their commercially reasonable efforts to agree upon an equitable adjustment of the provisions of this Agreement with a view to effecting its purpose.

12.4. No presumption shall operate in favor of or against any Party as a result of any responsibility or role that any Party may have had in the drafting of this Agreement.

12.5. This Agreement shall not create any rights in third parties, and no provisions hereof shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than TRES PALACIOS or Customer.

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in several counterparts by their authorized agents as of the date first written above.

TRES PALACIOS GAS STORAGE LLC

By \_\_\_\_\_

Title \_\_\_\_\_

Customer \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Exhibit A to the Interruptible Storage Service Agreement  
between TRES PALACIOS and  
\_\_\_\_\_ (Customer)

Transaction Confirmation

Maximum Storage Quantity ("MSQ")	_____	Dth
Maximum Daily Injection Quantity ("MDIQ")	_____	Dth
Maximum Daily Withdrawal Quantity ("MDWQ")	_____	Dth
Start Date	_____	
End Date	_____	
Storage Inventory Charge	_____	\$/Dth
Injection Charge	_____	\$/Dth
Withdrawal Charge	_____	\$/Dth
Fuel Reimbursement	_____	

Customer:

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

TRES PALACIOS' Approval:

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

Note: TRES PALACIOS and Customer may enter into a transaction for storage or hub services pursuant to the Transaction Confirmation Procedure set forth at Section 34 of the General Terms and Conditions of TRES PALACIOS' FERC Gas Tariff.

Issued on: July 28, 2010

Effective on: July 28, 2010

## 7.6 INTERRUPTIBLE HOURLY BALANCING SERVICE AGREEMENT

(For Use Under Rate Schedule IHBS)

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

WHEREAS, TRES PALACIOS owns and operates an underground natural gas storage facility known as the Tres Palacios Gas Storage facility, located in Texas, and is authorized to provide natural gas storage and related services in interstate commerce by way of the Tres Palacios Gas Storage facility; and

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

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

NOW, THEREFORE, TRES PALACIOS and Customer agree as follows:

### ARTICLE I - SCOPE OF AGREEMENT

Following the commencement of service hereunder, in accordance with the terms of TRES PALACIOS' Rate Schedule IHBS, and of this Agreement,

TRES PALACIOS shall receive on any Day for injection into storage for Customer's account a quantity of Gas up to Customer's Maximum Daily Injection Quantity as set forth on Exhibit "A" hereto, shall store quantities of Gas so injected in the Tres Palacios Gas Storage LLC underground gas storage facility located in Texas, up to a Maximum Storage Quantity as set forth on Exhibit "A" (on a cumulative basis) and on demand on any Day shall withdraw from Customer's Storage Inventory and deliver to Customer a quantity of Gas up to Customer's Maximum Daily Withdrawal Quantity as set forth on Exhibit "A;" and

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

### ARTICLE II - POINTS OF RECEIPT AND DELIVERY



The point(s) at which the Gas is to be tendered by Customer to TRES PALACIOS under this Agreement on any Day for injection to storage shall be any of the Point(s) of Receipt as posted on TRES PALACIOS' Internet Web Site.

The point(s) at which the Gas is to be tendered by TRES PALACIOS to Customer under this Agreement on any Day for withdrawal from storage shall be any of the Point(s) of Delivery as posted on TRES PALACIOS' Internet Web Site.

The point(s) at which the hourly balancing quantities of Gas are to be tendered by Customer to TRES PALACIOS under this Agreement shall be any of the Point(s) of Receipt as posted on TRES PALACIOS' Internet Web Site.

The point(s) at which the hourly balancing quantities of Gas are to be tendered by TRES PALACIOS to Customer under this Agreement shall be any of the Point(s) of Delivery as posted on TRES PALACIOS' Internet Web Site.

#### ARTICLE III - PRICE

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

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

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

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

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

#### ARTICLE V - TERM OF AGREEMENT

This Agreement shall be effective as of \_\_\_\_\_, \_\_\_\_\_, and shall remain in force and effect until \_\_\_\_\_, \_\_\_\_\_ (the "Primary Term"); provided that this Agreement shall remain in effect until the expiration of any transaction(s) executed by the parties pursuant to this Agreement.

ARTICLE VI - 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 may be sent by facsimile transmission or mailed to the post office address of the Party intended to receive the same, as follows:

TRES PALACIOS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

CUSTOMER:

NOTICES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

BILLING: \_\_\_\_\_

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

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

ARTICLE VII - TRANSFER AND ASSIGNMENT OF ALL AGREEMENTS

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of TRES PALACIOS or of Customer, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Otherwise, no assignment of this Agreement or any of the rights or obligations thereunder shall be made by Customer, except pursuant to the General Terms and Conditions of TRES PALACIOS' FERC Gas Tariff.

It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either Party to the Agreement from pledging or mortgaging its rights thereunder as security for its indebtedness.

ARTICLE VIII - LAW OF AGREEMENT

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

ARTICLE IX - LIMITATION OF REMEDIES, LIABILITY AND DAMAGES

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

ARTICLE X - PRIOR AGREEMENTS CANCELLED

TRES PALACIOS and Customer agree that this Agreement, as of the date hereof, shall supersede and cancel the following Agreement(s) between the parties hereto:

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

ARTICLE XI - WAREHOUSEMEN'S LIEN

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

11.2 IF DEEMED NECESSARY BY A COURT OF LAW, PURSUANT TO SECTION 7-202(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 TRES PALACIOS TO CUSTOMER PURSUANT TO THE GENERAL TERMS AND CONDITIONS CONTAINED IN TRES PALACIOS' TARIFF, SHALL BE DEEMED A "WAREHOUSE RECEIPT" FOR ALL PURPOSES WITH RESPECT TO ARTICLE 7 OF THE TEXAS UNIFORM COMMERCIAL CODE, REGARDLESS OF WHEN THE GAS STORED PURSUANT TO THE CONTRACT IS RECEIVED;

(ii) THE LOCATION OF THE WAREHOUSE, TO WHOM THE GAS WILL BE DELIVERED, RATE OF STORAGE AND HANDLING CHARGES, AND DESCRIPTION OF THE GOODS ARE AS SET FORTH, RESPECTIVELY, IN THE PREAMBLE OF THIS AGREEMENT, ARTICLE II OF THIS AGREEMENT, THE MONTHLY INVOICE (AS DESCRIBED IN SECTION 14.1 OF THE GENERAL TERMS AND CONDITIONS) AND SECTION 2.16 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 TRES PALACIOS ON THE CONTRACT SHALL BE DEEMED TO BE THE SIGNATURE OF THE WAREHOUSEMAN.

#### ARTICLE XII - MISCELLANEOUS

12.1. This Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings and representations, whether written or oral, respecting the subject matter hereof are superseded by this Agreement. No modification of the terms and provisions of this Agreement shall be made except by the execution by both Parties of a written agreement.

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

12.3. If any provision of this Agreement is declared null and void or voidable by a court of competent jurisdiction, such declaration shall in no way affect the validity or effectiveness of the other provisions of this Agreement, which shall remain in full force and effect, and the Parties shall thereafter use their commercially reasonable efforts to agree upon an equitable adjustment of the provisions of this Agreement with a view to effecting its purpose.

12.4. No presumption shall operate in favor of or against any Party as a result of any responsibility or role that any Party may have had in the drafting of this Agreement.

12.5. This Agreement shall not create any rights in third parties, and no provisions hereof shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than TRES PALACIOS or Customer.

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in several counterparts by their authorized agents as of the date first written above.

TRES PALACIOS GAS STORAGE LLC

By \_\_\_\_\_

Title \_\_\_\_\_

Customer \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

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

Transaction Confirmation

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

Start Date	_____
End Date	_____

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

Customer:

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

TRES PALACIOS' Approval:

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

Note: TRES PALACIOS and Customer may enter into a transaction for storage or hub services pursuant to the Transaction Confirmation Procedure set forth at Section 34 of the General Terms and Conditions of TRES PALACIOS' FERC Gas Tariff.

7.7 HUB SERVICES AGREEMENT

(For Use Under Rate Schedules IP, IW, IL, and EIWS)

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

WHEREAS, TRES PALACIOS owns and operates an underground natural gas storage facility known as the Tres Palacios Gas Storage facility, located in Texas, and is authorized to provide natural gas storage and related services in interstate commerce by way of the Tres Palacios Gas Storage facility; and

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

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

NOW, THEREFORE, TRES PALACIOS and Customer agree as follows:

ARTICLE I - SCOPE OF AGREEMENT

Following the commencement of service hereunder, in accordance with the terms of TRES PALACIOS' Rate Schedules IP, IW, IL, and/or EIWS, as applicable, and of this Agreement, TRES PALACIOS shall provide Interruptible service for Customer and shall receive, inject, park, store, wheel, loan, withdraw and redeliver, as the case may be, quantities of Gas up to the Customer's MDIQ, MDWQ, MSQ, Maximum Park Quantity, Maximum Loan Quantity, and/or MDTQ, as applicable, as set forth on Exhibits A, B, C and/or D hereto. Customer and TRES PALACIOS may execute more than one of each of Exhibits A, B, C and/or D during the term of this Agreement, covering multiple transactions for Hub Services.

ARTICLE II - POINTS OF RECEIPT AND DELIVERY

The point(s) at which the Gas is to be tendered by Customer to TRES PALACIOS under this Agreement shall be any of the Point(s) of Receipt as posted on TRES PALACIOS' Internet Web Site, unless Point(s) of Receipt are otherwise designated on Exhibits A, B, C and/or D hereto.

The point(s) at which the Gas is to be tendered by TRES PALACIOS to Customer under this Agreement shall be any of the Point(s) of Delivery as posted on TRES PALACIOS' Internet Web Site, unless Point(s) of Delivery are otherwise designated on Exhibits A, B, C and/or D hereto.

ARTICLE III - PRICE

3.1. Customer agrees to pay TRES PALACIOS the charges for all Gas service furnished to Customer hereunder as set forth on Exhibits A, B, C and/or D hereto.

3.2. Where applicable, Customer agrees to pay in kind the Fuel Reimbursement amount as set forth on Exhibit A, B, C and/or D hereto.

3.3. Customer further agrees to pay TRES PALACIOS all other applicable fees and charges as set forth in the General Terms and Conditions and in Rate Schedules IP, IW, IL, and EIWS as applicable.

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

ARTICLE IV - INCORPORATION OF RATE SCHEDULES AND TARIFF PROVISIONS

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

ARTICLE V - TERM OF AGREEMENT

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 a least thirty (30) days prior written notice to the other Party; provided that this Agreement shall remain in effect until the expiration of any transaction(s) executed by the parties pursuant to this Agreement.

ARTICLE VI - 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 may be sent by facsimile transmission or mailed to the post office address of the Party intended to receive the same, as follows:

TRES PALACIOS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

CUSTOMER: \_\_\_\_\_



NOTICES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

BILLING: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

ARTICLE VII - TRANSFER AND ASSIGNMENT OF ALL AGREEMENTS

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of TRES PALACIOS or of Customer, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Otherwise, no assignment of the Agreement or any of the rights or obligations thereunder shall be made by Customer, except pursuant to the General Terms and Conditions of TRES PALACIOS' FERC Gas Tariff.

It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either Party to the Agreement from pledging or mortgaging its rights thereunder as security for its indebtedness.

ARTICLE VIII - LAW OF AGREEMENT

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

ARTICLE IX - LIMITATION OF REMEDIES, LIABILITY AND DAMAGES

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

ARTICLE X - PRIOR AGREEMENTS CANCELLED

TRES PALACIOS and Customer agree that this Agreement, as of the date hereof, shall supersede and cancel the following Agreement(s) between the parties hereto:

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

ARTICLE XI - WAREHOUSEMEN'S LIEN

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

11.2 IF DEEMED NECESSARY BY A COURT OF LAW, PURSUANT TO SECTION 7-202(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 TRES PALACIOS TO CUSTOMER PURSUANT TO THE GENERAL TERMS AND CONDITIONS CONTAINED IN TRES PALACIOS' TARIFF, SHALL BE DEEMED A "WAREHOUSE RECEIPT" FOR ALL PURPOSES WITH RESPECT TO ARTICLE 7 OF THE TEXAS UNIFORM COMMERCIAL CODE, REGARDLESS OF WHEN THE GAS STORED PURSUANT TO THE CONTRACT IS RECEIVED;

(ii) THE LOCATION OF THE WAREHOUSE, TO WHOM THE GAS WILL BE DELIVERED, RATE OF STORAGE AND HANDLING CHARGES, AND DESCRIPTION OF THE GOODS ARE AS SET FORTH, RESPECTIVELY, IN THE PREAMBLE OF THIS AGREEMENT, ARTICLE II OF THIS AGREEMENT, THE MONTHLY INVOICE (AS DESCRIBED IN SECTION 14.1 OF THE GENERAL TERMS AND CONDITIONS) AND SECTION 2.16 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 TRES PALACIOS ON THE CONTRACT SHALL BE DEEMED TO BE THE SIGNATURE OF THE WAREHOUSEMAN.

ARTICLE XII - MISCELLANEOUS

12.1. This Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings and representations, whether written or oral, respecting the subject matter hereof are superseded by this Agreement. No modification of the terms and provisions of this Agreement shall be made except by the execution by both Parties of a written agreement.

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

12.3. If any provision of this Agreement is declared null and void or voidable by a court of competent jurisdiction, such declaration shall in no way affect the validity or effectiveness of the other provisions of this Agreement, which shall remain in full force and effect, and the Parties shall thereafter use their commercially reasonable efforts to agree upon an equitable adjustment of the provisions of this Agreement with a view to effecting its purpose.

12.4. No presumption shall operate in favor of or against any Party as a result of any responsibility or role that any Party may have had in the drafting of this Agreement.

12.5. This Agreement shall not create any rights in third parties, and no provisions hereof shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than TRES PALACIOS or Customer.

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

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

TRES PALACIOS GAS STORAGE LLC

By \_\_\_\_\_

Title \_\_\_\_\_

Customer \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Exhibit A  
to the Hub Services Agreement  
between TRES PALACIOS and \_\_\_\_\_ (Customer)

Interruptible Wheeling Service Transaction Confirmation

Interruptible Wheeling Service (Rate Schedule IW):

Maximum Daily Wheeling Quantity (MDTQ)	_____	Dth
From: Point(s) of Receipt	_____	
To: Point(s) of Delivery	_____	
Begin Date	_____	
End Date	_____	
Interruptible Wheeling Charge	_____	\$/Dth
Fuel Reimbursement	_____	

Customer:

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

TRES PALACIOS' Approval:

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

Note: TRES PALACIOS and Customer may enter into a transaction for storage or hub services pursuant to the Transaction Confirmation Procedure set forth at Section 34 of the General Terms and Conditions of TRES PALACIOS' FERC Gas Tariff.

Exhibit B  
to the Hub Services Agreement  
between TRES PALACIOS and \_\_\_\_\_ (Customer)

Interruptible Parking Service Transaction Confirmation

Interruptible Parking Service (Rate Schedule IP):

Maximum Park Quantity	_____	Dth
Maximum Daily Injection Quantity	_____	Dth
Maximum Daily Withdrawal Quantity	_____	Dth
Begin Date	_____	
End Date	_____	
Interruptible Parking Charge	_____	\$/Dth
Injection Charge	_____	\$/Dth
Withdrawal Charge	_____	\$/Dth
Fuel Reimbursement	_____	

Customer:

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

TRES PALACIOS' Approval:

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

Note: TRES PALACIOS and Customer may enter into a transaction for storage or hub services pursuant to the Transaction Confirmation Procedure set forth at Section 34 of the General Terms and Conditions of TRES PALACIOS' FERC Gas Tariff.

Exhibit C  
to the Hub Services Agreement  
between TRES PALACIOS and \_\_\_\_\_ (Customer)

Interruptible Loan Service Transaction Confirmation

Interruptible Loan Service (Rate Schedule IL):

Maximum Loan Quantity	_____	Dth
Maximum Daily Injection Quantity	_____	Dth
Maximum Daily Withdrawal Quantity	_____	Dth
Begin Date	_____	
End Date	_____	
Interruptible Loan Charge	_____	\$/Dth
Injection Charge	_____	\$/Dth
Withdrawal Charge	_____	\$/Dth
Fuel Reimbursement	_____	

Customer:

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

TRES PALACIOS' Approval:

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

Note: TRES PALACIOS and Customer may enter into a transaction for storage or hub services pursuant to the Transaction Confirmation Procedure set forth at Section 34 of the General Terms and Conditions of TRES PALACIOS' FERC Gas Tariff.

Exhibit D  
to the Hub Services Agreement  
between Tres Palacios and \_\_\_\_\_ (Customer)

Enhanced Interruptible Wheeling Service Transaction Confirmation

Enhanced Interruptible Wheeling Service (Rate Schedule EIWS):

Maximum Daily Wheeling Quantity (MDTQ) \_\_\_\_\_ Dth  
From: Point(s) of Receipt \_\_\_\_\_  
To: Point(s) of Delivery \_\_\_\_\_  
Begin Date \_\_\_\_\_  
End Date \_\_\_\_\_  
Enhanced Interruptible Wheeling Capacity Charge \_\_\_\_\_ \$/Dth-mo or  
\_\_\_\_\_ \$/Dth-day  
Enhanced Interruptible Wheeling Commodity Charge \_\_\_\_\_ \$/Dth  
Fuel Reimbursement \_\_\_\_\_

Customer:

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

TRES PALACIOS' Approval:

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

Note: TRES PALACIOS and Customer may enter into a transaction for storage or hub services pursuant to the Transaction Confirmation Procedure set forth at Section 34 of the General Terms and Conditions of TRES PALACIOS' FERC Gas Tariff.

7.8 FORM OF SERVICE AGREEMENT FOR -  
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER  
RATE SCHEDULES FSS, FWS, NNSS, FP AND FL

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

W I T N E S S E T H:

WHEREAS,

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

ARTICLE I  
SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof, so long as the financial evaluation and credit appraisal requirements are met in order for Replacement Customer to be on TRES PALACIOS' approved bidder list for capacity releases and to execute this Capacity Release Umbrella Agreement pursuant to Section 4 of the General Terms and Conditions of TRES PALACIOS' FERC Gas Tariff, and this Capacity Release Umbrella Agreement is effective, Replacement Customer may bid from time to time on proposed capacity releases under Rate Schedules FSS, FWS, NNSS, FP and FL pursuant to the procedure set forth in Section 4 of TRES PALACIOS' General Terms and Conditions. If at any time a bid submitted by Replacement Customer is accepted by TRES PALACIOS with respect to a given capacity release, TRES PALACIOS will promptly finalize the appropriate Addendum to this Capacity Release Umbrella Agreement, in the format attached hereto. The parties agree that each Addendum is an integral part of this Capacity Release Umbrella Agreement as if executed by the parties hereto and fully copied and set forth herein at length and is binding on the parties hereto. Upon finalization of such Addendum, Replacement Customer and TRES PALACIOS agree that Replacement Customer shall be considered for all purposes as a Customer with respect to the released service.

Upon the finalization of an Addendum, subject to the terms, conditions and limitations hereof and of TRES PALACIOS' Rate Schedules FSS, FWS, NNSS, FP and FL, TRES PALACIOS agrees to provide the released service for Replacement Customer under the applicable Rate Schedule, provided however, the Replacement Customer shall have qualified under the financial evaluation and credit appraisal requirements set forth in Section 3 of TRES PALACIOS' General Terms and Conditions at the time it submitted the bid TRES PALACIOS accepted with respect to such release.

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



ARTICLE II  
TERM OF AGREEMENT

The term of \_\_\_\_\_ this Capacity Release Umbrella Agreement shall commence on \_\_\_\_\_ and shall continue in force and effect until \_\_\_\_\_ and \_\_\_\_\_ to \_\_\_\_\_ thereafter unless this Capacity Release Umbrella Agreement is terminated as hereinafter provided. If TRES PALACIOS determines at any time that Replacement Customer fails to meet the financial standards or credit criteria of Section 3 of the General Terms and Conditions, TRES PALACIOS may terminate this Capacity Release Umbrella Agreement and all Addenda attached hereto prospectively in accordance with Section 3 the General Terms and Conditions of TRES PALACIOS' FERC Gas Tariff.

ARTICLE III  
RATE SCHEDULES

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

Replacement Customer agrees that TRES PALACIOS shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to this Capacity Release Umbrella Agreement (b) the terms and conditions of this Capacity Release Umbrella Agreement, pursuant to which service hereunder is rendered or (c) any provision of the General Terms and Conditions applicable to this Capacity Release Umbrella Agreement. TRES PALACIOS agrees that the Replacement Customer may protest or contest the aforementioned filings, and the Replacement Customer does not waive any rights it may have with respect to such filings.

ARTICLE IV  
ADDRESSES

Except as herein otherwise provided or as provided in the General Terms and Conditions of TRES PALACIOS' FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Capacity Release Umbrella Agreement, or any notice which any Party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties hereto, as the case may be, as follows:

- (a) TRES PALACIOS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
- (b) Replacement Customer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or such other address as either Party shall designate by formal written notice. In all instances, the Parties shall use their best efforts to

provide notice by facsimile prior to 5 p.m. Eastern Time. Notice received before 5 p.m. Eastern Time shall be deemed effective the day of receipt. Notice received after 5 p.m. Eastern Time shall be deemed effective the day following receipt.

ARTICLE V  
INTERPRETATION

The interpretation and performance of this Capacity Release Umbrella Agreement shall be in accordance with the laws of the State of TEXAS, without recourse to the law governing conflict of laws.

This Capacity Release Umbrella Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, either State or Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

ARTICLE VI  
RELATIONSHIP BETWEEN REPLACEMENT CUSTOMER  
AND RELEASING CUSTOMER

The parties recognize that, pursuant to Commission orders, Releasing Customer may require that the Replacement Customer agree that a breach of this Capacity Release Umbrella Agreement, including a failure to pay, or to pay timely, by Replacement Customer under this Capacity Release Umbrella Agreement, constitutes a breach of contract as between Replacement Customer and Releasing Customer. The existence of such an agreement will be indicated on the appropriate Addendum to this Capacity Release Umbrella Agreement. If Replacement Customer fails to pay TRES PALACIOS, fails to timely pay TRES PALACIOS, or otherwise breaches this Capacity Release Umbrella Agreement with TRES PALACIOS: (a) both Replacement Customer and Releasing Customer (except to the extent otherwise provided in Section 4 of the General Terms and Conditions and except with respect to penalties attributable to Replacement Customer's conduct) shall be liable to TRES PALACIOS for such failure to pay or breach (it being understood that nothing in this Article VI relieves Releasing Customer from responsibility to pay TRES PALACIOS in accordance with its Storage Service Agreements with TRES PALACIOS) and (b) if, as a result of such breach by Replacement Customer, Releasing Customer is accordingly required to pay TRES PALACIOS or otherwise perform, Releasing Customer may have a cause of action for breach against Replacement Customer.

ARTICLE VII  
LIMITATION OF REMEDIES, LIABILITY AND DAMAGES

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

ARTICLE VIII - MISCELLANEOUS

8.1. This Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings and representations, whether written or oral, respecting the subject matter hereof are superseded by this Agreement. No modification of

the terms and provisions of this Agreement shall be made except by the execution by both Parties of a written agreement.

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

8.3. If any provision of this Agreement is declared null and void or voidable by a court of competent jurisdiction, such declaration shall in no way affect the validity or effectiveness of the other provisions of this Agreement, which shall remain in full force and effect, and the Parties shall thereafter use their commercially reasonable efforts to agree upon an equitable adjustment of the provisions of this Agreement with a view to effecting its purpose.

8.4. No presumption shall operate in favor of or against any Party as a result of any responsibility or role that any Party may have had in the drafting of this Agreement.

8.5. This Agreement shall not create any rights in third parties, and no provisions hereof shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than TRES PALACIOS or Customer.

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

IN WITNESS WHEREOF, the parties hereto have caused this Capacity Release Umbrella Agreement to be signed by their respective Presidents, Vice Presidents or other duly authorized agents and their respective corporate seals to be hereto affixed and attested by their respective Secretaries or Assistant Secretaries, as of the Day and year first above written.

TRES PALACIOS GAS STORAGE LLC

By \_\_\_\_\_

Title \_\_\_\_\_

CUSTOMER \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Tres Palacios Gas Storage LLC  
FERC Gas Tariff  
First Revised Volume No. 1

Section 7.8  
Forms of Service Agreements  
Capacity Release Umbrella Agreement  
1.0.0

Deal No.: \_\_\_\_\_  
Addendum Contract No.: \_\_\_\_\_  
Capacity Release Umbrella Agreement No.: \_\_\_\_\_

Addendum No. \_\_\_\_\_  
Capacity Release  
Rate Schedule \_\_\_\_\_

Replacement Customer: \_\_\_\_\_

Releasing Customer: \_\_\_\_\_

Releasing Customer's Contract No.: \_\_\_\_\_

Begin Date of Release: \_\_\_\_\_

End Date of Release: \_\_\_\_\_

Rates: [Volumetric or Reservation]

Reservation Charge \$ \_\_\_\_\_

Surcharges:

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

Issued on: December 28, 2015

Effective on: January 29, 2016

Volume Commitment

(Dth/Billing Period)

Maximum Storage Quantity (MSQ) (FSS only): \_\_\_\_\_ (Dth)  
Maximum Daily Firm Wheeling Quantity (MDFWQ) (FWS only): \_\_\_\_\_ (Dth)  
No-Notice Maximum Daily Quantity (NNSS only): \_\_\_\_\_ (Dth)  
Maximum Park Quantity (FP only): \_\_\_\_\_ (Dth)  
Maximum Loan Quantity (FL only): \_\_\_\_\_ (Dth)  
Maximum Daily Injection Quantity (MDIQ): \_\_\_\_\_ (Dth)  
Maximum Daily Withdrawal Quantity (MDWQ): \_\_\_\_\_ (Dth)

Specific Primary Point(s) of Receipt:

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

Specific Primary Point(s) of Delivery:

M&R#	MDDQ	Effective From	Effective To
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Is this capacity subject to right of recall? Yes \_\_\_\_\_ No \_\_\_\_\_

Recall Conditions (if applicable):

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Are there any restrictions on released capacity? Yes \_\_\_\_\_ No \_\_\_\_\_

Restrictions (if applicable):

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Were TRES PALACIOS' default bid evaluation criteria used? Yes \_\_\_\_\_ No \_\_\_\_\_

Evaluation Criteria (if applicable):

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Were contingent bids accepted? Yes \_\_\_\_\_ No \_\_\_\_\_

Contingency comments (if applicable):

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Other Terms and Conditions of Release: [e.g., restrictions on release, third-party agent and terms of third-party agency relationship, and agreements between Replacement Customer and Releasing Customer]

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This Addendum, entered into, pursuant to TRES PALACIOS' capacity release program and to the executed Capacity Release Umbrella Agreement between TRES PALACIOS and the Replacement Customer, is hereby made a part of and subject to the aforementioned Capacity Release Umbrella Agreement.

## 7.9 FIRM WHEELING SERVICE AGREEMENT

(For Use Under Rate Schedule FWS)

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

WHEREAS, TRES PALACIOS owns and operates an underground natural gas storage facility known as the Tres Palacios Gas Storage facility, located in Texas, and is authorized to provide natural gas storage and related services in interstate commerce by way of the Tres Palacios Gas Storage facility; and

WHEREAS, Customer has requested that TRES PALACIOS provide certain firm wheeling services for Customer; and

WHEREAS, TRES PALACIOS has agreed to provide such firm wheeling services for Customer subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, TRES PALACIOS and Customer agree as follows:

### ARTICLE I - SCOPE OF AGREEMENT

Following the commencement of service hereunder, in accordance with the terms of TRES PALACIOS' Rate Schedule FWS, and of this Agreement, TRES PALACIOS shall on any Day receive for wheeling on the Tres Palacios Gas Storage facility for Customer's account a quantity of Gas up to Customer's Maximum Daily Firm Wheeling Quantity, as set forth on Exhibit "A" hereto, shall wheel such quantity of Gas so received, and shall deliver to Customer an equivalent quantity of Gas.

### ARTICLE II - POINTS OF RECEIPT AND DELIVERY

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

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

### ARTICLE III - PRICE

3.1. Customer agrees to pay TRES PALACIOS the charges set forth on Exhibit "A" hereto for all wheeling service furnished to Customer hereunder.

3.2. Customer further agrees to pay TRES PALACIOS all other applicable fees and charges as set forth in the General Terms and Conditions and in Rate Schedule FWS.

3.3. Customer shall reimburse TRES PALACIOS for all applicable taxes as may be assessed against TRES PALACIOS for the receipt, wheeling and/or delivery of Customer's Gas.

ARTICLE IV - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

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

ARTICLE V - TERM OF AGREEMENT

This Agreement shall be effective as of \_\_\_\_\_, \_\_\_\_\_, 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; provided that this Agreement shall remain in effect until the expiration of any transaction(s) executed by the parties pursuant to this Agreement.

ARTICLE VI - 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 may be sent by facsimile transmission or mailed to the post office address of the Party intended to receive the same, as follows:

TRES PALACIOS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

CUSTOMER:

NOTICES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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



ARTICLE VII - TRANSFER AND ASSIGNMENT OF ALL AGREEMENTS

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of TRES PALACIOS or of Customer, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Otherwise, no assignment of this Agreement or any of the rights or obligations thereunder shall be made by Customer, except pursuant to the General Terms and Conditions of TRES PALACIOS' FERC Gas Tariff.

It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either Party to the Agreement from pledging or mortgaging its rights thereunder as security for its indebtedness.

ARTICLE VIII - LAW OF AGREEMENT

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

ARTICLE IX - LIMITATION OF REMEDIES, LIABILITY AND DAMAGES

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

ARTICLE X - PRIOR AGREEMENTS CANCELLED

TRES PALACIOS and Customer agree that this Agreement, as of the date hereof, shall supersede and cancel the following Agreement(s) between the parties hereto:

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

ARTICLE XI - WAREHOUSEMEN'S AND CARRIER LIENS

11.1 CUSTOMER HEREBY ACKNOWLEDGES THAT TRES PALACIOS SHALL BE ENTITLED TO, AND TRES PALACIOS HEREBY CLAIMS, A LIEN ON ALL GAS RECEIVED BY TRES PALACIOS FROM CUSTOMER, AND ALL PROCEEDS THEREOF, UPON SUCH RECEIPT BY TRES PALACIOS, AS PROVIDED IN SECTION 7-209 AND 7-307 OF THE TEXAS UNIFORM COMMERCIAL CODE (UCC) WITH THE RIGHTS OF ENFORCEMENT AS PROVIDED THEREIN AND HEREIN. IN NO WAY LIMITING THE FOREGOING, CUSTOMER HEREBY ACKNOWLEDGES THAT TRES PALACIOS SHALL BE ENTITLED TO, AND TRES PALACIOS HEREBY CLAIMS, A LIEN FOR ALL CHARGES FOR WHEELING AND TRANSPORTATION (INCLUDING DEMURRAGE AND TERMINAL CHARGES), INSURANCE, LABOR, OR CHARGES PRESENT OR FUTURE IN RELATION TO THE RECEIVED GAS, AND FOR EXPENSES NECESSARY FOR PRESERVATION OF THE RECEIVED GAS OR REASONABLY INCURRED IN THE SALE THEREOF, PURSUANT TO LAW, AND THAT SUCH LIEN SHALL EXTEND TO LIKE CHARGES AND EXPENSES IN RELATION TO ALL SUCH RECEIVED GAS.

11.2 IF DEEMED NECESSARY BY A COURT OF LAW, PURSUANT TO THE UCC, SHIPPER HEREBY AGREES THAT:

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

(ii) THE LOCATION OF THE WAREHOUSE, TO WHOM THE GAS WILL BE DELIVERED, RATES, AND DESCRIPTION OF THE GOODS ARE AS SET FORTH, RESPECTIVELY, IN THE PREAMBLE OF THIS AGREEMENT, ARTICLE II OF THIS AGREEMENT, THE MONTHLY INVOICE (AS DESCRIBED IN SECTION 14.1 OF THE GENERAL TERMS AND CONDITIONS) AND SECTION 2.16 OF THE GENERAL TERMS AND CONDITIONS;

(iii) THE ISSUE DATE OF THE WAREHOUSE RECEIPT AND 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 THE CONTRACT;

(v) THE LIEN IS EFFECTIVE AGAINST THE COSIGNOR OR ANY PERSON ENTITLED TO THE GAS; AND

(vii) THE SIGNATURE OF TRES PALACIOS ON THE CONTRACT SHALL BE DEEMED TO BE THE SIGNATURE OF THE WAREHOUSEMAN.

11.3 The rights provided in Article XI and in the UCC are in addition to all other rights allowed by law to a creditor against a debtor.

#### ARTICLE XII - MISCELLANEOUS

12.1. This Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings and representations, whether written or oral, respecting the subject matter hereof are superseded by this Agreement. No modification of the terms and provisions of this Agreement shall be made except by the execution by both Parties of a written agreement.

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

12.3. If any provision of this Agreement is declared null and void or voidable by a court of competent jurisdiction, such declaration shall in no way affect the validity or effectiveness of the other provisions of this Agreement, which shall remain in full force and effect, and the Parties shall thereafter use their commercially reasonable efforts to agree upon an

equitable adjustment of the provisions of this Agreement with a view to effecting its purpose.

12.4. No presumption shall operate in favor of or against any Party as a result of any responsibility or role that any Party may have had in the drafting of this Agreement.

12.5. This Agreement shall not create any rights in third parties, and no provisions hereof shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than TRES PALACIOS or Customer.

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in several counterparts by their authorized agents as of the date first written above.

TRES PALACIOS GAS STORAGE LLC

By \_\_\_\_\_

Title \_\_\_\_\_

Customer \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Exhibit A to the Firm Wheeling Service Agreement  
between TRES PALACIOS and  
\_\_\_\_\_ (Customer)

Transaction Confirmation

Maximum Daily Firm Wheeling Quantity ("MDFWQ") \_\_\_\_\_ Dth  
Primary Receipt Point \_\_\_\_\_ \*  
Maximum Daily Receipt Quantity ("MDRQ") \_\_\_\_\_ Dth\*  
Primary Delivery Point \_\_\_\_\_ \*  
Maximum Daily Delivery Quantity ("MDDQ") \_\_\_\_\_ Dth\*  
Delivery Pressure: \_\_\_\_\_  
\_\_\_\_ Customer shall have the right to use secondary Receipt  
and Delivery Points  
Start Date \_\_\_\_\_  
End Date \_\_\_\_\_  
Firm Wheeling Reservation Charge \_\_\_\_\_ \$/Dth-mo  
Firm Wheeling Commodity Charge:  
Receipt Point(s) Delivery Point(s) Rate  
\_\_\_\_\_ to \_\_\_\_\_ \$/Dth\*\*  
Fuel Reimbursement \_\_\_\_\_ %  
Maximum Hourly Flow Quantity (check one):

- \_\_\_\_\_ 1/24 MDFWQ, MDRQ and MDDQ (4.17%, Uniform Hourly)
- \_\_\_\_\_ 1/16 MDFWQ, MDRQ and MDDQ (6.25%, 16-Hour Day)
- \_\_\_\_\_ 1/12 MDFWQ, MDRQ and MDDQ (8.33%, 12-Hour Day)

\* Add additional lines for multiple Receipt and/or Delivery Points.  
\*\* Add additional lines as needed.

Customer:

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

TRES PALACIOS' Approval:

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

Note: TRES PALACIOS and Customer may enter into a transaction for storage or hub services pursuant to the Transaction Confirmation Procedure set forth at Section 34 of the General Terms and Conditions of TRES PALACIOS' FERC Gas Tariff.

8.0 INDEX OF NON-CONFORMING AGREEMENTS

- 8.1 Copano Energy Services/Upper Gulf Coast, L.P.  
Rate Schedule EIWS Service Agreement  
Transaction Term: Five Years from Copano Interconnection Project  
In-Service Date

8.1 - COPANO ENERGY SERVICES/UPPER GULF COAST, L.P.  
RATE SCHEDULE EIWS SERVICE AGREEMENT

**HUB SERVICES AGREEMENT**

(For Use Under Rate Schedules IP, IW, IL, and EIWS)

This Agreement is made as of the 1st day of January, 2013, by and between TRES PALACIOS GAS STORAGE LLC, a Delaware limited liability company herein called "TRES PALACIOS," and COPANO ENERGY SERVICES/UPPER GULF COAST, L.P., a Texas limited partnership, herein called "Customer," (each of TRES PALACIOS and Customer, a "Party," and collectively, the "Parties"), pursuant to the following recitals and representations:

WHEREAS, TRES PALACIOS owns and operates an underground natural gas storage facility known as the Tres Palacios Gas Storage facility, located in Texas, and is authorized to provide natural gas storage and related services in interstate commerce by way of the Tres Palacios Gas Storage facility; and

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

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

NOW, THEREFORE, TRES PALACIOS and Customer agree as follows:

**ARTICLE I - SCOPE OF AGREEMENT**

Following the commencement of service hereunder, in accordance with the terms of TRES PALACIOS' Rate Schedules IP, IW, IL, and/or EIWS, as applicable, and of this Agreement, TRES PALACIOS shall provide Interruptible service for Customer and shall receive, inject, park, store, wheel, loan, withdraw and redeliver, as the case may be, quantities of Gas up to the Customer's MDIQ, MDWQ, MSQ, Maximum Park Quantity, Maximum Loan Quantity, and/or MDTQ, as applicable, as set forth on Exhibits A, B, C and/or D hereto. Customer and TRES PALACIOS may execute more than one of each of Exhibits A, B, C and/or D during the term of this Agreement, covering multiple transactions for Hub Services.

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

The point(s) at which the Gas is to be tendered by Customer to TRES PALACIOS under this Agreement shall be any of the Point(s) of Receipt as posted on TRES PALACIOS' Internet Web Site, unless Point(s) of Receipt are otherwise designated on Exhibits A, B, C and/or D hereto.

The point(s) at which the Gas is to be tendered by TRES PALACIOS to Customer under this Agreement shall be any of the Point(s) of Delivery as posted on TRES PALACIOS' Internet Web Site, unless Point(s) of Delivery are otherwise designated on Exhibits A, B, C and/or D hereto.

### **ARTICLE III - PRICE**

3.1. Customer agrees to pay TRES PALACIOS the charges for all Gas service furnished to Customer hereunder as set forth on Exhibits A, B, C and/or D hereto.

3.2. Where applicable, Customer agrees to pay in kind the Fuel Reimbursement amount as set forth on Exhibit A, B, C and/or D hereto.

3.3. Customer further agrees to pay TRES PALACIOS all other applicable fees and charges as set forth in the General Terms and Conditions and in Rate Schedules IP, IW, IL, and EIWS as applicable.

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

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

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

### **ARTICLE V - TERM OF AGREEMENT**

This Agreement shall become effective on November 27, 2012, and shall remain in force and effect on a Month to Month basis unless terminated by either Party upon a least thirty (30) days prior written notice to the other Party; provided that this Agreement shall remain in effect until the expiration of any transaction(s) executed by the parties pursuant to this Agreement.

### **ARTICLE VI - 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 may be sent by facsimile transmission or mailed to the post office address of the Party intended to receive the same, as follows:

TRES PALACIOS: 350 Glenborough, Suite 138  
Houston, Texas 77067

Attention: Bruce Page

CUSTOMER: Copano Energy Services/Upper Gulf Coast, L.P.

NOTICES: 1200 Smith Street  
Suite 2300  
Houston, Texas 77002

Attention: Commercial Services

BILLING: 1200 Smith Street  
Suite 2300  
Houston, Texas 77002

Attention: Gas Accounting

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

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

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of TRES PALACIOS or of Customer, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Otherwise, no assignment of the Agreement or any of the rights or obligations thereunder shall be made by Customer, except pursuant to the General Terms and Conditions of TRES PALACIOS' FERC Gas Tariff.

It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either Party to the Agreement from pledging or mortgaging its rights thereunder as security for its indebtedness.

#### **ARTICLE VIII - LAW OF AGREEMENT**

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

#### **ARTICLE IX - LIMITATION OF REMEDIES, LIABILITY AND DAMAGES**

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



**ARTICLE X - PRIOR AGREEMENTS CANCELLED**

TRES PALACIOS and Customer agree that this Agreement, as of the date hereof, shall supersede and cancel the following Agreement(s) between the parties hereto:

Hub Services Agreement dated - N/A -, \_\_\_\_\_.

**ARTICLE XI - WAREHOUSEMEN'S LIEN**

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

11.2 IF DEEMED NECESSARY BY A COURT OF LAW, PURSUANT TO SECTION 7-202(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 TRES PALACIOS TO CUSTOMER PURSUANT TO THE GENERAL TERMS AND CONDITIONS CONTAINED IN TRES PALACIOS' TARIFF, SHALL BE DEEMED A "WAREHOUSE RECEIPT" FOR ALL PURPOSES WITH RESPECT TO ARTICLE 7 OF THE TEXAS UNIFORM COMMERCIAL CODE, REGARDLESS OF WHEN THE GAS STORED PURSUANT TO THE CONTRACT IS RECEIVED;

(ii) THE LOCATION OF THE WAREHOUSE, TO WHOM THE GAS WILL BE DELIVERED, RATE OF STORAGE AND HANDLING CHARGES, AND DESCRIPTION OF THE GOODS ARE AS SET FORTH, RESPECTIVELY, IN THE PREAMBLE OF THIS AGREEMENT, ARTICLE II OF THIS AGREEMENT, THE MONTHLY INVOICE (AS DESCRIBED IN SECTION 14.1 OF THE GENERAL TERMS AND CONDITIONS) AND SECTION 2.16 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 TRES PALACIOS ON THE CONTRACT SHALL BE DEEMED TO BE THE SIGNATURE OF THE WAREHOUSEMAN.

**ARTICLE XII - MISCELLANEOUS**

12.1. This Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings and representations, whether written or oral, respecting the

subject matter hereof are superseded by this Agreement. No modification of the terms and provisions of this Agreement shall be made except by the execution by both Parties of a written agreement.

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

12.3. If any provision of this Agreement is declared null and void or voidable by a court of competent jurisdiction, such declaration shall in no way affect the validity or effectiveness of the other provisions of this Agreement, which shall remain in full force and effect, and the Parties shall thereafter use their commercially reasonable efforts to agree upon an equitable adjustment of the provisions of this Agreement with a view to effecting its purpose.

12.4. No presumption shall operate in favor of or against any Party as a result of any responsibility or role that any Party may have had in the drafting of this Agreement.

12.5. This Agreement shall not create any rights in third parties, and no provisions hereof shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than TRES PALACIOS or Customer.

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

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

**TRES PALACIOS GAS STORAGE LLC**

By \_\_\_\_\_

Title: Vice President-Commercial Operations/Business Dev.

**COPANO ENERGY SERVICES/UPPER GULFCOAST, L.P.**

**By Copano Energy Services GP, L.L.C.**

**Its managing general partner**

By \_\_\_\_\_

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

Exhibit A  
to the Hub Services Agreement  
between TRES PALACIOS GAS STORAGE LLC and COPANO ENERGY SERVICES/UPPER GULF  
COAST, L.P. (Customer)

Interruptible Wheeling Service Transaction Confirmation

Interruptible Wheeling Service (Rate Schedule IW):

Maximum Daily Wheeling Quantity (MDTQ)	_____	Dth
From: Point(s) of Receipt	_____	
To: Point(s) of Delivery	_____	
Begin Date	_____	
End Date	_____	
Interruptible Wheeling Charge	_____	\$/Dth
Fuel Reimbursement	_____	

Customer:

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

TRES PALACIOS' Approval:

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

Note: TRES PALACIOS and Customer may enter into a transaction for storage or hub services pursuant to the Transaction Confirmation Procedure set forth at Section 34 of the General Terms and Conditions of TRES PALACIOS' FERC Gas Tariff.

Exhibit B  
to the Hub Services Agreement  
between TRES PALACIOS GAS STORAGE LLC and COPANO ENERGY SERVICES/UPPER GULF  
COAST, L.P. (Customer)

Interruptible Parking Service Transaction Confirmation

Interruptible Parking Service (Rate Schedule IP):

Maximum Park Quantity	_____	Dth
Maximum Daily Injection Quantity	_____	Dth
Maximum Daily Withdrawal Quantity	_____	Dth
Begin Date	_____	
End Date	_____	
Interruptible Parking Charge	_____	\$/Dth
Injection Charge	_____	\$/Dth
Withdrawal Charge	_____	\$/Dth
Fuel Reimbursement	_____	

Customer:

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

TRES PALACIOS' Approval:

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

Note: TRES PALACIOS and Customer may enter into a transaction for storage or hub services pursuant to the Transaction Confirmation Procedure set forth at Section 34 of the General Terms and Conditions of TRES PALACIOS' FERC Gas Tariff.

Exhibit C  
to the Hub Services Agreement  
between TRES PALACIOS GAS STORAGE LLC and COPANO ENERGY SERVICES/UPPER GULF  
COAST, L.P. (Customer)

Interruptible Loan Service Transaction Confirmation

Interruptible Loan Service (Rate Schedule IL):

Maximum Loan Quantity	_____	Dth
Maximum Daily Injection Quantity	_____	Dth
Maximum Daily Withdrawal Quantity	_____	Dth
Begin Date	_____	
End Date	_____	
Interruptible Loan Charge	_____	\$/Dth
Injection Charge	_____	\$/Dth
Withdrawal Charge	_____	\$/Dth
Fuel Reimbursement	_____	

Customer:

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

TRES PALACIOS' Approval:

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

Note: TRES PALACIOS and Customer may enter into a transaction for storage or hub services pursuant to the Transaction Confirmation Procedure set forth at Section 34 of the General Terms and Conditions of TRES PALACIOS' FERC Gas Tariff.

Exhibit D  
to the Hub Services Agreement  
between TRES PALACIOS GAS STORAGE LLC and COPANO ENERGY SERVICES/UPPER GULF  
COAST, L.P. (Customer)

Enhanced Interruptible Wheeling Service Transaction Confirmation

Enhanced Interruptible Wheeling Service (Rate Schedule EIWS):

Maximum Daily Wheeling Quantity (MDTQ) 25,000 Dth

From: Point(s) of Receipt Copano Houston Central Plant  
To: Point(s) of Delivery NGPL, TETCO, Tennessee, Transco,  
FGT, Enterprise Tx., ETC-HPL,  
Enterprise Channel, KM Tejas

Begin Date In-Service date \*  
\* Service is to begin on the in-service date of the new interconnect  
with Copano's Houston Central Plant and Tres Palacios Gas Storage.

End Date Five (5) years from in-service date

Enhanced Interruptible Wheeling Capacity Charge -n/a- Dth-mo or  
\$0.08 Dth-day \*\*  
Enhanced Interruptible Wheeling Commodity Charge -n/a- Dth  
Fuel Reimbursement -n/a-

\*\*If Tres Palacios accepts a lower rate from any third party for any wheeling service (including Interruptible Wheeling Service and Enhanced Interruptible Wheeling Service) with a Point of Receipt at the Copano Houston Central Plant during the term of this agreement, then Customer's daily capacity charge will be reduced to such lower rate during such service period. For example, if Tres Palacios accepts from a third party an Enhanced Interruptible Wheeling Capacity Charge of \$0.06 /Dth -day for a 30-day period where such third party's Point of Receipt is the Copano Houston Central Plant, then Customer will pay only \$0.06 / Dth-day hereunder during the same 30-day period and will resume paying its contracted rate of \$0.08 /Dth-day thereafter (unless and until this "most favored rate" provision becomes applicable again).

COPANO ENERGY SERVICES/UPPER GULF COAST, L.P.  
By Copano Energy Services GP, L.L.C.  
Its managing partner

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

TRES PALACIOS GAS STORAGE LLC

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

Note: TRES PALACIOS and Customer may enter into a transaction for storage or hub services pursuant to the Transaction Confirmation Procedure set forth at Section 34 of the General Terms and Conditions of TRES PALACIOS' FERC Gas Tariff.