

**FORM OF
FIRM STORAGE SERVICE AGREEMENT
(FOR USE UNDER RATE SCHEDULE FSS)**

Service Agreement between Freebird Gas Storage, LLC ("Freebird") and Customer

Customer Full Legal Name _____

Agreement Date _____

Agreement Number _____

This Agreement is made between Freebird and Customer, who hereby agree upon the terms of Freebird's Services, at the rates and on the terms and conditions provided herein. This Agreement is subject to the terms of Freebird's Gas Tariff, including without limitation, the applicable Rate Schedule, such Gas Tariff terms being incorporated herein by reference. In the event of a conflict between this Agreement and the Gas Tariff, the Gas Tariff will control. Service hereunder shall be provided subject to the provisions of Part 284 of the Commission's regulations.

1. SERVICE: Firm Storage Service under Rate Schedule FSS
2. TRANSACTION PERIOD: Beginning Date: 9:00A.M. CT on _____ Ending Date: 9:00 A.M. CT on _____
3. QUANTITIES: MDIQ: _____ Dth per Gas Day, Begin 9:00 A.M. CT on _____, End 9:00 A.M. CT on _____ MDWQ: _____ Dth per Gas Day, Begin 9:00 A.M. CT on _____, End 9:00 A.M. CT on _____
MSQ: _____ Dth

Freebird is not obligated to Receive Gas for injection on an hourly basis, or tender Gas for withdrawal on an hourly basis, at rates of flow in excess of 1/24 of Customer's MDIQ or MDWQ, respectively.

4. SERVICE FEES: Storage Reservation Charge (determined by MSQ): \$ _____ /Dth/Month
Commodity Rate: Storage Injection _____ per Dth, plus _____ percent per Dth for Fuel
Storage Withdrawal _____ per Dth, plus _____ percent per Dth for Fuel
Overrun Injection _____ per Dth, plus _____ percent per Dth for Fuel
Overrun Withdrawal _____ per Dth, plus _____ percent per Dth for Fuel
Ratchet Levels _____
Title Transfer Fee, if applicable _____

Customer agrees to pay Freebird all charges as described in Rate Schedule FSS, as specified in this Agreement.

5. POINT OF INJECTION / WITHDRAWAL: _____

6. SPECIAL TERMS AND CONDITIONS: _____

7.SECURITY INTEREST: IN ADDITION TO, AND NOT IN SUBSTITUTION FOR, ANY LIEN CREATED IN FAVOR OF FREEBIRD PURSUANT TO ALA. CODE § 7-7-101, *ET SEQ.*, OR ANY OTHER LAW, CUSTOMER GRANTS TO AND IN FAVOR OF FREEBIRD A SECURITY INTEREST IN CUSTOMER'S STORAGE INVENTORY (WHETHER DELIVERED TO FREEBIRD ON THE EFFECTIVE DATE HEREOF OR ANY DATE THEREAFTER) AND ALL PROCEEDS RELATED THERETO (INCLUDING, WITHOUT LIMITATION, INSURANCE PROCEEDS RELATED TO DAMAGE OR LOSS OF STORAGE INVENTORY) AS SECURITY FOR PAYMENT OF ALL FEES AND OTHER AMOUNTS OWED BY CUSTOMER TO FREEBIRD IN CONNECTION WITH THIS AGREEMENT (INCLUDING, WITHOUT, LIMITATION, INTEREST ACCRUED UNDER THIS AGREEMENT AND REASONABLE ATTORNEY'S FEES AND EXPENSES THAT MAY BE INCURRED BY FREEBIRD TO PRESERVE OR PROTECT ITS INTERESTS UNDER THIS AGREEMENT OR IN DEFENSE OF THIRD-PARTY CLAIMS RELATED TO THE STORAGE INVENTORY). CUSTOMER AUTHORIZES FREEBIRD TO FILE SUCH FINANCING STATEMENTS AND OTHER INSTRUMENTS AS IT DEEMS NECESSARY TO PERFECT ITS SECURITY INTEREST IN SUCH GOOD AND PROCEEDS TO SECURE PAYMENT OF SUCH FEES AND OTHER AMOUNTS OWED BY CUSTOMER TO FREEBIRD. SUCH SECURITY INTEREST SHALL BE A FIRST PRIORITY SECURITY INTEREST AND CUSTOMER SHALL CAUSE ALL OTHER HOLDERS OF A SECURITY INTEREST IN SUCH STORAGE INVENTORY TO DELIVER TO FREEBIRD AN ACKNOWLEDGEMENT, RELEASE AND/OR SUBORDINATION AGREEMENT (SATISFACTORY TO FREEBIRD IN ITS REASONABLE DISCRETION) THAT FREEBIRD'S INTEREST IS OF FIRST PRIORITY. [AT THE TIME OF ENTERING INTO A SERVICE AGREEMENT, FREEBIRD RESERVES THE RIGHT, IN ITS REASONABLE DISCRETION, TO REMOVE OR REVISE THIS SECTION 7]

8.OTHER: No assignment of the rights and obligations hereunder shall be effective unless effectuated in accordance with the terms of the Gas Tariff. This Agreement shall be binding upon and inure to the benefit of the respective authorized successors and assigns. No modification of this Agreement shall be effective until executed in writing by both Freebird and Customer. This Agreement may be terminated only in accordance with the terms of the Gas Tariff. All indemnification obligations and assumptions of liability shall survive any termination of this Agreement. THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF ALABAMA, EXCLUDING CONFLICTS-OF-LAW RULES THAT MIGHT GIVE REFERENCE TO THE LAWS OF ANOTHER JURISDICTION.

9.PROCEDURES: If the foregoing accurately reflects Customer's understanding of the terms of the transaction agreed to by Customer and Freebird, Customer shall sign and return this Agreement to Freebird. If any changes are required to reflect Customer's understanding, Customer must notify Freebird in writing of the changes required to reflect Customer's understanding. If Customer fails to notify Freebird in writing of such changes, the terms herein shall, in accordance with Section 6.3.1 of the Gas Tariff, be deemed for all purposes to correctly set forth the terms of the transaction agreed to by Freebird and Customer.

Sign and submit an electronic copy of this Agreement within 3 days to:

Freebird Gas Storage, LLC
c/o Masoud Kasraian, President & Chief Commercial Officer, Enstor Gas,
LLC
E-mail: masoud.kasraian@enstorinc.com

:

Nominations/ Notices hereunder via Freebird website and phone:

Masoud Kasraian,
President & Chief Commercial Officer, Enstor Gas, LLC
Phone: (281) 374-3084

FREEBIRD GAS STORAGE, LLC
By: Enstor Gas, LLC, its Manager

“CUSTOMER”

By:
Name:
Name: Title:
Title:

By:

Notice Address:

Notice Address:

10375 Richmond Ave, Suite 1900
Houston, TX 77042

**FORM OF
INTERRUPTIBLE STORAGE SERVICE AGREEMENT
(FOR USE UNDER RATE SCHEDULE ISS)**

Service Agreement between Freebird Gas Storage, LLC ("Freebird") and Customer

Customer Full Legal Name _____

Agreement Date _____

Agreement Number _____

This Agreement is made between Freebird and Customer, who hereby agree upon the terms of Freebird's Services, at the rates and on the terms and conditions provided herein. This Agreement is subject to the terms of Freebird's Gas Tariff, including without limitation, the applicable Rate Schedule, such Gas Tariff terms being incorporated herein by reference. In the event of a conflict between this Agreement and the Gas Tariff, the Gas Tariff will control. Service hereunder shall be provided subject to the provisions of Part 284 of the Commission's regulations.

1. SERVICE: Interruptible Storage Service under Rate Schedule ISS
2. TRANSACTION PERIOD: Beginning Date: 9:00 A.M.. CT on _____ Ending Date: 9:00 A.M.. CT on _____
3. QUANTITIES: MDIQ: _____ Dth per Gas Day, Begin 9:00 A.M.. CT on _____, End 9:00 A.M. CT on _____ MDWQ: _____ Dth per Gas Day, Begin 9:00 A.M.. CT on _____, End 9:00 A.M. CT on _____ MSQ: _____ Dth

Freebird is not obligated to Receive Gas for injection on an hourly basis, or tender Gas for withdrawal on an hourly basis, at rates of flow in excess of 1/24 of Customer's MDIQ or MDWQ, respectively.

4. SERVICE FEES: Interruptible Storage Reservation Charge (determined by MSQ): \$ _____ /Dth/Month

Commodity Rate: Storage Injection _____ per Dth, plus _____ percent per Dth for Fuel Storage Withdrawal _____ per Dth, plus _____ percent per Dth for Fuel Overrun Injection _____ per Dth, plus _____ percent per Dth for Fuel

Overrun Withdrawal _____ per Dth, plus _____ percent per Dth for Fuel Ratchet Levels: _____

Title Transfer Fee, if applicable _____

Customer agrees to pay Freebird all charges as described in Rate Schedule ISS, as specified in this Agreement.

5. POINT OF INJECTION / WITHDRAWAL: _____

6. SPECIAL TERMS AND CONDITIONS: _____

7. SECURITY INTEREST: IN ADDITION TO, AND NOT IN SUBSTITUTION FOR, ANY LIEN CREATED IN FAVOR OF FREEBIRD PURSUANT TO ALA. CODE §7.7.101, *ET. SEQ.*, OR ANY OTHER LAW, CUSTOMER GRANTS TO AND IN FAVOR OF FREEBIRD A SECURITY INTEREST IN CUSTOMER'S STORAGE INVENTORY (WHETHER DELIVERED TO FREEBIRD ON THE EFFECTIVE DATE HEREOF OR ANY DATE THEREAFTER) AND ALL PROCEEDS RELATED THERETO (INLCUDING, WITHOUT LIMITATION, INSURANCE PROCEEDS RELATED THERETO, (INCLUDING, WITHOUT LIMITATION, IN ADDITION TO, AND NOT IN SUBSTITUTION FOR, ANY LIEN CREATED IN FAVOR OF FREEBIRD PURSUANT TO ALA. CODE § 7-7-101, *ET SEQ.*, OR ANY OTHER LAW, SHIPPER GRANTS TO AND IN FAVOR OF FREEBIRD A SECURITY INTEREST IN CUSTOMERS STORAGE INVENTORY (WHETHER DELIVERED TO FREEBIRD ON THE EFFECTIVE DATE HEREOF OR ANY DATE THEREAFTER) AND ALL PROCEEDS RELATED THERETO (INCLUDING, WITHOUT LIMITATION, INSURANCE PROCEEDS RELATED TO DAMAGE OR LOSS OF STORAGE INVENTORY) AS SECURITY FOR PAYMENT OF ALL FEES AND OTHER AMOUNTS OWED BY CUSTOMER TO FREEBIRD IN CONNECTION WITH THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, INTEREST ACCRUED UNDER THIS AGREEMENT AND REASONABLE ATTORNEY'S FEES AND EXPENSES THAT MAY BE INCURRED BY FREEBIRD TO PRESERVE OR PROTECT ITS INTERESTS UNDER THIS AGREEMENT OR IN DEFENSE OF THIRD-PARTY CLAIMS RELATED TO STORAGE INVENTORY). CUSTOMER AUTHORIZERS FREEBIRD TO FILE SUCH FINANCING STATEMENT IT DEEMS NECESSARY TO PERFECT ITS SECURITY INTEREST IN SUCH GOOD AND PROCEEDS TO SECURE PAYMENT OF SUCH FEES AND OTHER AMOUNTS OWED BY CUSTOMER TO FREEBIRD. SUCH SECURITY INTEREST SHALL BE A FIRST PRIORITY SECURITY INTEREST AND CUSTOMER SHALL CAUSE ALL OTHER HOLDERS OF A SECURITY INTEREST IN SUCH STORAGE INVENTORY TO DELIVER TO FREEBIRD AN ACKNOWLEDGEMENT, RELEASE AND/OR SUBORDINATION AGREEMENT (SATISFACTORY TO FREEBIRD IN ITS REASONABLE DISCRETION) THAT FREEBIRD'S INTEREST IS OF FIRST PRIORITY. [AT THE TIME OF ENTERING INTO A SERVICE AGREEMENT, FREEBIRD RESERVES THE RIGHT, IN ITS REASONABLE DISCRETION, TO REMOVE OR REVISE THIS SECTION 7]
8. OTHER: No assignment of the rights and obligations hereunder shall be effective unless effectuated in accordance with the terms of the Gas Tariff. This Agreement shall be binding upon and inure to the benefit of the respective authorized successors and assigns. No modification of this Agreement shall be effective until executed in writing by both Freebird and Customer. This Agreement may be terminated only in accordance with the terms of the Gas Tariff. This Agreement shall be binding upon and inure to the benefit of the respective authorized successors and assigns. No modifications of this Agreement shall be effective until executed in writing by both Freebird and Customer. This Agreement may be terminated only in accordance with the terms of the Gas Tariff. All indemnification obligations and assumptions of liability shall survive any termination of this Agreement. THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF ALABAMA, EXCLUDING CONFLICTS-OF-LAW RULES THAT MIGHT GIVE REFERENCE TO THE LAWS OF ANOTHER JURISDICTION.
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the Gas Tariff, be deemed for all purposes to correctly set forth the terms of the transaction agreed to by Freebird and Customer.

Sign and submit an electronic copy of this Agreement within 3 days to:

Freebird Gas Storage, LLC

c/o Masoud Kasraian, President & Chief Commercial Officer, Enstor Gas, LLC

E-mail: masoud.kasraian@enstorinc.com

:

, Nominations/ Notices hereunder via Freebird website and phone:

Masoud Kasraian,

President & Chief Commercial Officer, Enstor Gas, LLC

Phone: (281) 374-3084

By: Enstor Gas, LLC, its Manager

By:

Name:

Title:

By:

Name:

Title:

Notice Address:

10375 Richmond Ave, Suite 1900
Houston, TX 77042

Notice Address: _____

**FORM OF SERVICE FOR
INTERRUPTIBLE PARKING SERVICE AGREEMENT
(FOR USE UNDER RATE SCHEDULE IPS)**

Service Agreement between Freebird Gas Storage, LLC ("Freebird") and Customer

Customer Full Legal Name _____

Agreement Date _____

Agreement Number _____

This Agreement is made between Freebird and Customer, who hereby agree upon the terms of Freebird's Services, at the rates and on the terms and conditions provided herein. This Agreement is subject to the terms of Freebird's Gas Tariff, including without limitation, the applicable Rate Schedule, such Gas Tariff terms being incorporated herein by reference. In the event of a conflict between this Agreement and the Gas Tariff, the Gas Tariff will control. Service hereunder shall be provided subject to the provisions of Part 284 of the Commission's Regulations.

1. SERVICE: Interruptible Parking Service under Rate Schedule IPS

2. TRANSACTION PERIOD: Beginning Date: 9:00A.M. CT on _____ Ending Date: 9:00A.M. CT on _____

3. QUANTITIES: MDIQ: _____ Dth per Gas Day, Begin 9:00 A.M. CT on _____, End 9:00 A.M.. CT on _____ MDWQ: _____ Dth per Gas Day, Begin 9:00 a.m. CT on _____, End 9:00 A.M.. CT on _____

MPQ: _____ Dth

MSQ: _____ Dth

Freebird is not obligated to Receive Gas for injection on an hourly basis, or tender Gas for withdrawal on an hourly basis, at rates of flow in excess of 1/24 of Customer's MDIQ or MDWQ, respectively.

4. SERVICE FEES:

Storage Reservation Charge (determined by MSQ): \$ _____/Dth/Month

Commodity Rate: Park _____ per Dth, plus _____ percent per Dth for Fuel

Fuel Park Withdrawal _____ per Dth, plus _____ percent per Dth for

Fuel Overrun Injection _____ per Dth, plus _____ percent per Dth for

Fuel Overrun Withdrawal _____ per Dth, plus _____ percent per Dth for

Ratchet Levels: _____

Title Transfer Fee, if applicable _____

Customer agrees to pay Freebird all charges as described in Rate Schedule IPS, as specified in this Agreement.

5. POINT OF INJECTION / WITHDRAWAL:

6. SPECIAL TERMS AND CONDITIONS:

7. SECURITY INTEREST: IN ADDITION TO, AND NOT IN SUBSTITUTION FOR, ANY LIEN CREATED IN FAVOR OF FREEBIRD PURSUANT TO ALA. CODE § 7-7-101, *ET SEQ.*, OR ANY OTHER LAW, CUSTOMER GRANTS TO AND IN FAVOR OF FREEBIRD A SECURITY INTEREST IN CUSTOMER'S PARK BALANCE (WHETHER DELIVERED TO FREEBIRD ON THE EFFECTIVE DATE HEREOF OR ANY DATE THEREAFTER) AND ALL PROCEEDS RELATED THERETO (INCLUDING, WITHOUT LIMITATION, INSURANCE PROCEEDS RELATED TO DAMAGE OR LOSS OF ANY OF THE PARK BALANCE) AS SECURITY FOR CUSTOMER TO FREEBIRD IN CONNECTION WITH THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, INTEREST ACCRUED UNDER THIS AGREEMENT AND REASONABLE ATTORNEYS' FEES AND EXPENSES THAT MAY BE INCURRED BY FREEBIRD TO PRESERVE OR PROTECT ITS INTERESTS UNDER THIS AGREEMENT OR IN DEFENSE OF THIRD-PARTY CLAIMS RELATED TO THE STORAGE INVENTORY). CUSTOMER AUTHORIZES FREEBIRD TO FILE SUCH FINANCING STATEMENTS AND OTHER INSTRUMENTS AS IT DEEMS NECESSARY TO PERFECT ITS SECURITY INTEREST IN SUCH GOOD AND PROCEEDS TO SECURE PAYMENT OF ALL FEES AND OTHER AMOUNTS OWED BY CUSTOMER TO FREEBIRD. SUCH SECURITY INTEREST SHALL BE A FIRST PRIORITY SECURITY INTEREST AND CUSTOMER SHALL CAUSE ALL OTHER HOLDERS OF A SECURITY INTEREST IN SUCH PARK BALANCE TO DELIVER TO FREEBIRD AN ACKNOWLEDGEMENT, RELEASE, AND/OR SUBORDINATION AGREEMENT (SATISFACTORY TO FREEBIRD IN ITS REASONABLE DISCRETION) THAT FREEBIRD'S INTEREST IS OF FIRST PRIORITY. [AT THE TIME OF ENTERING INTO A SERVICE AGREEMENT, FREEBIRD RESERVES THE RIGHT, IN ITS REASONABLE DISCRETION, TO REMOVE OR REVISE THIS SECTION 7]

8. OTHER: No assignment of the rights and obligations hereunder shall be effective unless effectuated in accordance with the terms of the Gas Tariff. This Agreement shall be binding upon and inure to the benefit of the respective authorized successors and assigns. No modification of this Agreement shall be effective until executed in writing by both Freebird and Customer. This Agreement may be terminated only in accordance with the terms of the Gas Tariff. All indemnification obligations and assumptions of liability shall survive any termination of this Agreement. THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE

OF ALABAMA, EXCLUDING CONFLICTS-OF-LAW RULES THAT MIGHT GIVE REFERENCE TO THE LAWS OF ANOTHER JURISDICTION.

9. PROCEDURES: If the foregoing accurately reflects Customer's understanding of the terms of the transaction agreed to by Customer and Freebird, Customer shall sign and return this Agreement to Freebird. If any changes are required to reflect Customer's understanding, Customer must notify Freebird in writing of the changes required to reflect Customer's understanding. If Customer fails to notify Freebird in writing of such changes, the terms herein shall, in accordance with Section 6.3.1 of the Gas Tariff, be deemed for all purposes to correctly set forth the terms of the transaction agreed to by Freebird and Customer.

Sign and submit an electronic copy of this Agreement within 3 days to:

Freebird Gas Storage, LLC,

c/o Masoud Kasraian, President & Chief Commercial Officer, Enstor Gas,

LLC

E-mail: masoud.kasraian@enstorinc.com

:

Nominations/ Notices hereunder via Freebird website and phone:

Masoud Kasraian,

President & Chief Commercial Officer, Enstor Gas, LLC

Phone: (281) 374-3084

FREEBIRD GAS STORAGE, LLC

By: Enstor Gas, LLC, its Manager

“CUSTOMER”

By:

Name:

Name:

Title:

By:

Title:

Notice Address:

10375 Richmond Ave, Suite 1900

Houston, TX 77042

Notice Address: _____

**FORM OF SERVICE FOR
INTERRUPTIBLE LOAN SERVICE AGREEMENT
(FOR USE UNDER RATE SCHEDULE ILS)**

Service Agreement between Freebird Gas Storage, LLC ("Freebird") and Customer

Customer Full Legal Name _____

Agreement Date _____

Agreement Number _____

This Agreement is made between Freebird and Customer, who hereby agree upon the terms of Freebird's Services, at the rates and on the terms and conditions provided herein. This Agreement is subject to the terms of Freebird's Gas Tariff, including without limitation, the applicable Rate Schedule, such Gas Tariff terms being incorporated herein by reference. In the event of a conflict between this Agreement and the Gas Tariff, the Gas Tariff will control. Service hereunder shall be provided subject to the provisions of Part 284 of the Commission's regulations.

1. SERVICE: Interruptible Loaning Service under Rate Schedule ILS

2. TRANSACTION PERIOD: Beginning Date: 9:00A.M. CT on _____ Ending Date: 9:00A.M. CT on _____

3. QUANTITIES: MDIQ: _____ Dth per Gas Day, Begin 9:00 a.m. CT on _____, End 9:00 a.m. CT on _____ MDWQ: _____ Dth per Gas Day, Begin 9:00 a.m. CT on _____, End 9:00 a.m. CT on _____

MLQ: _____ Dth

MSQ: _____ Dth

Freebird is not obligated to receive Gas for injection on an hourly basis, or tender Gas for withdrawal on an hourly basis, at rates of flow in excess of 1/24 of Customer's MDIQ or MDWQ, respectively.

4. SERVICE FEES:

Storage Reservation Charge (determined by MSQ): _____ /Dth/Month

Commodity Rate: Loan _____ per Dth, plus _____ percentage per Dth for Fuel
Loan Payback _____ per Dth, plus _____ percentage per Dth for Fuel
Overrun Injection _____ per Dth, plus _____ percentage per Dth for Fuel

Overrun Withdrawal _____ per Dth, plus _____ percentage per Dth for Fuel

Ratchet Levels: _____

Title Transfer Fee, if applicable _____

Customer agrees to pay Freebird all charges as described in Rate Schedule ILS, as specified in this Agreement.

5. POINT OF INJECTION / WITHDRAWAL:

6. SPECIAL TERMS AND CONDITIONS:

7. SECURITY INTEREST: IN ADDITION TO, AND NOT IN SUBSTITUTION FOR, ANY LIEN CREATED IN FAVOR OF FREEBIRD PURSUANT TO ALA. CODE § 7-7-101, *ET SEQ.*, OR ANY OTHER LAW, CUSTOMER GRANTS TO AND IN FAVOR OF FREEBIRD A SECURITY INTEREST IN CUSTOMER'S STORAGE INVENTORY (WHETHER DELIVERED TO FREEBIRD ON THE EFFECTIVE DATE HEREOF OR ANY DATE BEFORE OR THEREAFTER) AND ALL PROCEEDS RELATED THERETO (INCLUDING, WITHOUT LIMITATION, INSURANCE PROCEEDS RELATED TO DAMAGE OR LOSS OF STORAGE INVENTORY) AS SECURITY FOR PAYMENT OF ALL FEES AND OTHER AMOUNTS OWED BY CUSTOMER TO FREEBIRD. SUCH SECURITY CUSTOMER TO FREEBIRD IN CONNECTION WITH THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, INTEREST ACCRUED UNDER THIS AGREEMENT AND REASONABLE ATTORNEY'S FEES AND EXPENSES THAT MAY BE INCURRED BY FREEBIRD TO PRESERVE OR PROTECT ITS INTERESTS UNDER THIS AGREEMENT OR IN DEFENSE OF THIRD-PARTY CLAIMS RELATED TO THE STORAGE INVENTORY). CUSTOMER AUTHORIZES FREEBIRD TO FILE SUCH FINANCING STATEMENTS AND OTHER INSTRUMENTS IT DEEMS NECESSARY TO PERFECT ITS SECURITY INTEREST IN SUCH GOOD AND PROCEEDS TO SECURE PAYMENT OF SUCH FEES AND OTHER AMOUNTS OWED BY CUSTOMER TO FREEBIRD. SUCH SECURITY INTEREST SHALL BE A FIRST PRIORITY SECURITY INTEREST AND CUSTOMER SHALL CAUSE ALL OTHER HOLDERS OF A SECURITY INTEREST IN SUCH STORAGE INVENTORY TO DELIVER TO FREEBIRD AN ACKNOWLEDGEMENT, RELEASE AND/OR SUBORDINATION AGREEMENT (SATISFACTORY TO FREEBIRD IN ITS REASONABLE DISCRETION) THAT FREEBIRD'S INTEREST IS OF FIRST PRIORITY. [AT THE TIME OF ENTERING INTO A SERVICE AGREEMENT, FREEBIRD RESERVES THE RIGHT, IN ITS REASONABLE DISCRETION, TO REMOVE OR REVISE THIS SECTION 7]

8. OTHER: No assignment of the rights and obligations hereunder shall be effective unless effectuated in accordance with the terms of the Gas Tariff. This Agreement shall be binding upon and inure to the benefit of the respective authorized successors and assigns. No modification of this Agreement shall be effective until executed in writing by both Freebird and Customer. This Agreement may be terminated only in accordance with the terms of the Gas Tariff. All indemnification obligations and assumptions of liability shall survive any termination of this Agreement. THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF ALABAMA, EXCLUDING CONFLICTS-OF-LAW RULES THAT MIGHT GIVE REFERENCE TO THE LAWS OF ANOTHER JURISDICTION.

9. PROCEDURES: If the foregoing accurately reflects Customer's understanding of the terms of the transaction agreed to by Customer and Freebird, Customer shall sign and return this Agreement to Freebird. If any changes are required to reflect Customer's understanding, Customer must notify Freebird in writing of the changes required to reflect Customer's understanding. If Customer fails to notify Freebird in writing of such changes, the terms herein shall, in accordance with Section 6.3.1 of the Gas Tariff, be deemed for all purposes to correctly set forth the terms of the transaction agreed to by Freebird and Customer.

Sign and submit an electronic copy of this Agreement within 3 days to:

Freebird Gas Storage, LLC

c/o Masoud Kasraian, President & Chief Commercial Officer,

Enstor Gas, LLC

E-mail: masoud.kasraian@enstorinc.com

Nominations/ Notices hereunder via Freebird website and phone:

Masoud Kasraian,
President & Chief Commercial Officer, Enstor Gas, LLC
Phone: (281) 374-3084

FREEBIRD GAS STORAGE, LLC “
By: Enstor Gas, LLC, its Manager

CUSTOMER”

By: _____
Name:
Title:
Notice Address:

By: _____
Name:
Title:
Notice Address:

10375 Richmond Ave, Suite 1900

Houston, TX 77042

**FORM OF
INTERRUPTIBLE BALANCING SERVICES AGREEMENT
(FOR USE UNDER RATE SCHEDULE IBS)**

Service Agreement between Freebird Gas Storage, LLC ("Freebird") and Customer

Customer Full Legal Name _____ Agreement Date _____

Agreement Number _____

This Agreement is made between Freebird and Customer, who hereby agree upon the terms of Freebird's Services, at the rates and on the terms and conditions provided herein. This Agreement is subject to the terms of Freebird's Gas Tariff, including without limitation, the applicable Rate Schedule, such Gas Tariff terms being incorporated herein by reference. In the event of a conflict between this Agreement and the Gas Tariff, the Gas Tariff will control. Service hereunder shall be provided subject to the provisions of Part 284 of the Commission's regulations.

1. SERVICE: Interruptible Balancing Service under Rate Schedule IBS
2. TRANSACTION PERIOD: Beginning Date: 9:00 A.M. CT on _____ Ending Date: 9:00A.M. CT on _____
3. QUANTITIES: MDIQ: _____ Dth per Gas Day, Begin 9:00 A.M. CT on _____, End 9:00 A.M. CT on _____

MDWQ: _____ Dth per Gas Day, Begin 9:00 A.M. CT on _____, End 9:00 A.M. CT on _____
MBQ: _____ Dth

MSQ: _____ Dth

Freebird is not obligated to Receive Gas for injection on an hourly basis, or tender Gas for withdrawal on an hourly basis, at rates of flow in excess of 1/24 of Customer's MDIQ or MDWQ, respectively.

4. SERVICE FEES: Interruptible Balancing Charge (determined by MSQ): \$ _____ /Dth/Month
Storage Reservation Charge (determined by MSQ): \$ _____ /Dth/Month
Commodity Rate: Balancing Injection _____ per Dth, plus _____ percent per Dth for Fuel
Balancing Withdrawal _____ per Dth, plus _____ percent per Dth for Fuel
Ratchet Levels: _____
Title Transfer Fee, if applicable _____

Customer agrees to pay Freebird all charges as described in Rate Schedule IBS, as specified in this Agreement.

5. POINT OF INJECTION / WITHDRAWAL:

6. SPECIAL TERMS AND CONDITIONS:

7. SECURITY INTEREST: IN ADDITION TO, AND NOT IN SUBSTITUTION FOR, ANY LIEN CREATED IN FAVOR OF FREEBIRD PURSUANT TO ALA. CODE § 7-7-101, *ET SEQ.*, OR ANY OTHER LAW, CUSTOMER GRANTS TO AND IN FAVOR OF FREEBIRD A SECURITY INTEREST IN CUSTOMER'S STORAGE INVENTORY (WHETHER DELIVERED TO FREEBIRD ON THE EFFECTIVE DATE HEREOF OR ANY DATE THEREAFTER) AND ALL PROCEEDS RELATED THERETO (INCLUDING, WITHOUT LIMITATION, INSURANCE PROCEEDS RELATED TO DAMAGE OR LOSS OF STORAGE INVENTORY) AS SECURITY FOR PAYMENT OF ALL FEES AND OTHER AMOUNTS OWED BY CUSTOMER TO FREEBIRD IN CONNECTION WITH THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, INTEREST ACCURED UNDER THIS AGREEMENT AND REASONABLE ATTORNEY'S FEES AND EXPENSES THAT MAY BE INCURRED BY FREEBIRD TO PRESERVE OR PROTECT ITS INTERESTS UNDER THIS AGREEMENT OR IN DEFENSE OF THIRD-PARTY CLAIMS RELATED TO THE STORAGE INVENTORY). CUSTOMER AUTHORIZES FREEBIRD TO FILE SUCH FINANCING STATEMENTS AND OTHER INSTRUMENTS AS IT DEEMS NECESSARY TO PERFECT ITS SECURITY INTEREST IN SUCH GOOD AND PROCEEDS TO SECURE PAYMENTS OF SUCH FEES AND OTHER AMOUNTS OWED BY CUSTOMER TO FREEBIRD. SUCH SECURITY INTEREST SHALL BE A FIRST PRIORITY SECURITY INTEREST AND CUSTOMER SHALL CAUSE ALL OTHER HOLDERS OF A SECURITY INTEREST IN SUCH STORAGE INVENTORY TO DELIVER TO FREEBIRD AN ACKNOWLEDGEMENT, RELEASE AND/OR SUBORDINATION AGREEMENT (SATISFACTORY TO FREEBIRD IN ITS REASONABLE DISCRETION) THAT FREEBIRD'S INTEREST IS OF FIRST PRIORITY. [AT THE TIME OF ENTERING INTO A SERVICE AGREEMENT, FREEBIRD RESERVES THE RIGHT, IN ITS REASONABLE DISCRETION, TO REMOVE OR REVISE THIS SECTION 7]

8. OTHER: No assignment of the rights and obligations hereunder shall be effective unless effectuated in accordance with the terms of the Gas Tariff. This Agreement shall be binding upon and inure to the benefit of the respective authorized successors and assigns. No modification of this Agreement shall be effective until executed in writing by both Freebird and Customer. This Agreement may be terminated only in accordance with the terms of the Gas Tariff. All indemnification obligations and assumptions of liability shall survive any termination of this Agreement. THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF ALABAMA, EXCLUDING CONFLICTS-OF-LAW RULES THAT MIGHT GIVE REFERENCE TO THE LAWS OF ANOTHER JURISDICTION.

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Sign and submit an electronic copy of this Agreement within 3 days to:

Freebird Gas Storage, LLC

c/o Masoud Kasraian, President & Chief Commercial Officer, Enstor Gas, LLC

E-mail: masoud.kasraian@enstorinc.com

:

Nominations/ Notices hereunder via Freebird website and phone:

Masoud Kasraian,
President & Chief Commercial Officer, Enstor Gas, LLC
Phone: (281) 374-3084

FREEBIRD GAS STORAGE, LLC
By: Enstor Gas, LLC, its Manager

“CUSTOMER”

By:
Name:
Name:
Title:

By:

Title:

Notice Address:
10375 Richmond Ave, Suite 1900
Houston, TX 77042

Notice Address: _____

**CAPACITY RELEASE UMBRELLA AGREEMENT
UNDER RATE SCHEDULE FSS**

This Capacity Release Umbrella Agreement, is made and entered into this _____ day of _____, 20__ (“Effective Date”), by and between _____, a _____ (“Replacement Customer”) and FREEBIRD GAS STORAGE, LLC, an Alabama limited liability company (“Freebird”). Freebird and Replacement Customer shall collectively be referred to herein as the “Parties” or individually as a “Party.”

WHEREAS, subject to the terms and conditions of Freebird’s Gas Tariff on file with the Federal Energy Regulatory Commission (“Commission”), Replacement Customer will receive rights under this contract as assignment from a Releasing Customer, under Releasing Customer's FSS Service Agreement with Freebird, with such Releasing Customer and FSS Service Agreement number being identified in the applicable Exhibit A Confirmation.

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

SECTION I - SCOPE OF AGREEMENT

Subject to the terms and conditions hereof, and contingent upon Replacement Customer meeting all the requirements of a Qualified Customer as defined in the General Terms and Conditions of Freebird’s Gas Tariff, Replacement Customer may bid from time to time on proposed capacity releases under Rate Schedule FSS pursuant to the procedures set forth in Section 6.5 of Freebird’s General Terms and Conditions. If at any time a bid submitted by Replacement Customer is accepted by Freebird with respect to a given capacity release, such bid and acceptance will be deemed a binding agreement as of the time of such acceptance, the Replacement Customer shall be considered for all purposes as the Customer with respect to the released Service, and the Parties will promptly finalize the appropriate Exhibit A Confirmation to this Capacity Release Umbrella Agreement, in substantially the format attached hereto. The Parties agree that each such Exhibit A Confirmation is an integral part of this Capacity Release Umbrella Agreement and the terms thereof are incorporated herein.

Upon the finalization of an Exhibit A Confirmation, subject to the terms and conditions hereof and of Freebird’s Gas Tariff and Rate Schedule FSS, Freebird agrees to provide the released Service for Replacement Customer, *provided, however*, the Replacement Customer met all requirements to be a Qualified Customer at the time it submitted the bid Freebird accepted with respect to such release.

Replacement Customer agrees to promptly provide any information necessary for Freebird to reevaluate Freebird’s credit appraisal as contemplated by Section 6.3 of Freebird’s General Terms and Conditions and to advise Freebird of any material change in the information previously provided by the Replacement to Freebird.

SECTION II - TERM OF AGREEMENT

This Agreement shall be effective on the Effective Date and shall remain in force and effect until terminated (a) in accordance with the terms of Freebird’s FERC Gas Tariff; or (b) by either Party providing at least sixty (60) Days’ prior written notice thereof to the other Party; *provided*,

however, that if outstanding obligations exist between the Parties, this Agreement will continue for such period of time as is required to conclude the performance of such obligations; *provided, however*, that all indemnification obligations shall survive any termination of this Agreement. If Freebird determines at any time that Replacement Customer fails to meet Freebird's creditworthiness requirements, Freebird may suspend Service and terminate this Capacity Release Umbrella Agreement and all Addenda attached hereto in accordance with Section 6.3 of the General Terms and Conditions of its FERC Gas Tariff.

SECTION 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 Service Agreement and the terms and conditions for Rate Schedule FSS, by finalization of a copy of an Exhibit A Confirmation attached hereto and fully incorporated herein as a part of this Capacity Release Umbrella Agreement.

Replacement Customer agrees that Freebird 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. Freebird 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.

SECTION IV - ADDRESSES

Except as herein otherwise provided or as provided for in the General Terms and Conditions of Freebird's Gas Tariff, any notice provided for in this Capacity Release Umbrella Agreement, or any notice which either 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 Party hereto, as the case may be, as follows:

- (a) Freebird Gas Storage, LLC
20329 State Hwy 249, Suite
500 Houston, TX 77070
Attention: Director of Marketing
- (b) Replacement Customer:

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

SECTION 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.

The 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.

SECTION 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 Exhibit A Confirmation to this Capacity Release Umbrella Agreement. If Replacement Customer fails to timely pay Freebird or otherwise breaches this Capacity Release Umbrella Agreement with Freebird: (a) both Replacement Customer and Releasing Customer (except to the extent otherwise provided in Section 6.4 of the General Terms and Conditions and except with respect to penalties attributable to Replacement Customer's conduct) shall be liable to Freebird for such failure to pay or breach (it being understood that nothing in this Capacity Release Umbrella Agreement relieves Releasing Customer from responsibility to pay Freebird in accordance with its Service Agreement(s) with Freebird) and (b) if, as a result of such breach by Replacement Customer, Releasing Customer is accordingly required to pay Freebird or otherwise perform, Releasing Customer may have a cause of action for breach against Replacement Customer.

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, effective as of the Effective Date.

FREEBIRD GAS STORAGE, LLC

By: Enstor Gas, LLC, its Manager By: _____

REPLACEMENT CUSTOMER

By: _____ Title: ____ Date: _

Addendum
under that certain Capacity Release Umbrella Agreement
under Rate Schedule FSS between
Freebird Gas Storage, LLC (“Freebird”) And Replacement Customer

Deal No.: _____

Contract No.: _____

Capacity Release Umbrella Agreement No.: _____

Addendum No. _____

Capacity Release

Rate Schedule _____]

Replacement Customer: _____

Releasing Customer: _____

Releasing Customer's Exhibit A Confirmation No.: _____

Begin Date of Release: _____

End Date of Release: _____

Rates: (Volumetric or Reservation)

Reservation Charge \$ _____

Surcharges:

Description

Rate

\$ _____

\$ _____

\$ _____

Volume Commitment

(Dth/Billing Period)

Maximum Storage Quantity (MSQ): _____(Dth)

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

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

Ratchet Levels:

Is this capacity subject to right of recall? Yes _____ No _____

Recall Conditions (if applicable):

Are there any restrictions on released capacity? Yes _____ No _____

Restrictions (if applicable):

Was Freebird's default bid evaluation criteria used? Yes _____ No _____ Evaluation Criteria (if applicable):

Were contingent bids accepted? Yes

No

Contingency comments (if applicable):

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

SECURITY INTEREST: IN ADDITION TO, AND NOT IN SUBSTITUTION FOR, ANY LIEN CREATED IN FAVOR OF FREEBIRD PURSUANT TO ALA. CODE § 7-7-101, *ET SEQ.*, OR ANY OTHER LAW, REPLACEMENT CUSTOMER GRANTS TO AND IN FAVOR OF FREEBIRD A SECURITY INTEREST IN

REPLACEMENT CUSTOMER'S STORAGE INVENTORY (WHETHER DELIVERED TO FREEBIRD ON THE EFFECTIVE DATE HEREOF OR ANY DATE THEREAFTER) AND ALL PROCEEDS RELATED THERETO (INCLUDING, WITHOUT LIMITATION, INSURANCE PROCEEDS RELATED TO DAMAGE OR LOSS OF STORAGE INVENTORY) AS SECURITY FOR PAYMENT OF ALL FEES AND OTHER AMOUNTS OWED BY REPLACEMENT CUSTOMER TO FREEBIRD IN CONNECTION WITH THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, INTEREST ACCRUED UNDER THIS AGREEMENT AND REASONABLE ATTORNEY'S FEES AND EXPENSES THAT MAY BE INCURRED BY FREEBIRD TO PRESERVE OR PROTECT ITS INTERESTS UNDER THIS AGREEMENT OR IN DEFENSE OF THIRD-PARTY CLAIMS RELATED TO THE STORAGE INVENTORY). CUSTOMER AUTHORIZES FREEBIRD TO FILE SUCH FINANCING STATEMENTS AND OTHER INSTRUMENTS AS IT SEEMS NECESSARY TO PERFECT ITS SECURITY INTEREST IN SUCH GOOD AND PROCEEDS TO SECURE PAYMENT OF SUCH FEES AND OTHER AMOUNTS OWED BY CUSTOMER TO FREEBIRD. SUCH SECURITY INTEREST SHALL BE A FIRST PRIORITY SECURITY INTEREST AND REPLACEMENT CUSTOMER SHALL CAUSE ALL OTHER HOLDERS OF A SECURITY INTEREST IN SUCH STORAGE INVENTORY TO DELIVER TO FREEBIRD AN ACKNOWLEDGEMENT, RELEASE AND/OR SUBORDINATION AGREEMENT (SATISFACTORY TO FREEBIRD IN ITS REASONABLE DISCRETION) THAT FREEBIRD'S INTEREST IS OF FIRST PRIORITY. [AT THE TIME OF ENTERING INTO A SERVICE AGREEMENT, FREEBIRD RESERVES THE RIGHT, IN ITS REASONABLE DISCRETION, TO REMOVE OR REVISE THIS SECTION 7]

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

FREEBIRD GAS STORAGE, LLC

By: Enstor Gas, LLC, its Manager By: _____

Title: _____

REPLACEMENT CUSTOMER

By: _____
Title: _____
Date: _____