



**TRUNKLINE GAS COMPANY**  
An ENERGY TRANSFER Company

December 28, 2023

Ms. Kimberly D. Bose, Secretary  
Federal Energy Regulatory Commission  
888 First Street, N.E.  
Washington, D.C. 20426

Re: Trunkline Gas Company, LLC  
Docket No. RP24-  
Non-Conforming Agreement with Negotiated Rates

Dear Ms. Bose:

Trunkline Gas Company, LLC ("Trunkline") hereby electronically submits for filing with the Federal Energy Regulatory Commission ("Commission") the following revised tariff records to its FERC NGA Gas Tariff, Original Volume No. 1-A ("Tariff"), proposed to become effective January 1, 2024:

<u>Version</u>	<u>Description</u>	<u>Title</u>
5.0.0	Table of Contents	Filed Service Agreements
0.0.0	Contract No. 38217	BP Energy Company
0.0.0	Exhibit A	Contract No. 38217
0.0.0	Exhibit B	Contract No. 38217
0.0.0	Exhibit C	Contract No. 38217
0.0.0	Exhibit D	Contract No. 38217

**STATEMENT OF NATURE, REASONS AND BASIS**

As part of the Pipeline Modifications Project certificated by the Commission in Docket No. CP14-119-000 (*Trunkline Gas Co., LLC, et al.*, 153 FERC ¶ 61,300 (2015), *reh'g denied*, 155 FERC ¶ 61,328 (2016)), Trunkline reviewed the early expansion of backhaul capacity within Trunkline's Zone 1A that is planned for service to the Lake Charles LNG facility. Such capacity would be available on an interim basis until the Lake Charles LNG facility is completed. Trunkline gave notice that it entered into a prearranged deal for a portion of the interim capacity and solicited bids in an open season for such interim capacity, as well as the remaining capacity available as part of the interim period.

On November 23, 2022, Trunkline filed a request for authorization to commence construction of those certain certificated facilities necessary to provide the interim service ("Project Request").<sup>1</sup> Trunkline then requested authorization to commence service on the facilities related to the Project Request on December 11, 2023, as supplemented on December 19, 2023. The Commission granted Trunkline's request to commence service of the facilities within the Project Request on December 20, 2023.

The purpose of this filing, made in accordance with Sections 154.1(d) and 154.112(b) of the Commission's Regulations, is to file an executed copy of a Rate Schedule EFT non-conforming service agreement with BP Energy Company ("BP"), Contract No. 38217. The parties entered into Contract No. 38217 pursuant to a precedent agreement set out in the above-described open season related to

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<sup>1</sup> These facilities are: Longville Compressor Station in Beauregard Parish, Louisiana; Pollock Compressor Station in Grant Parish, Louisiana; Shaw Compressor Station in Bolivar County, Mississippi; and Epps Compressor Station in West Carroll Parish, Louisiana.

the interim service provided by the Project Request. The Project Request facilities will be ready for service on or about January 1, 2024.

Exhibit D of the BP service agreement (and as noted in Article 5 of the service agreement) contains a Credit Agreement that deviates from the creditworthiness provisions in the General Terms and Conditions of Trunkline's tariff. The enhanced creditworthiness provisions are necessary to justify the financial risk Trunkline is undertaking with respect to the Project Request in order to provide interim service for Contract No. 38217, which has a primary term of thirteen years. Absent such enhanced creditworthiness provisions, Trunkline would not have agreed to provide interim service related to its Pipeline Modifications Project as set out in Contract No. 38217, and the Project Request may not have gone forward. The Commission has long recognized the need for separate creditworthiness provisions for shippers on expansions and has accepted these non-conforming provisions as not unduly discriminatory.<sup>2</sup> Trunkline requests that the Commission find the non-conforming negotiated credit provision to be a permissible material deviation as it does not present a risk of undue discrimination, does not affect the operational conditions of providing service, and does not result in any customer receiving a different quality of service.

The service agreement filed herein also includes negotiated rates as detailed in the Exhibit C associated with the contract. The proposed tariff records provide the requisite information for negotiated rates, including the name of the shipper, the negotiated rates, the type of service, the receipt and delivery points as well as the term applicable to the negotiated rates and the volume of gas to be transported under the negotiated rate agreement.

Appendix A attached hereto reflects the BP executed service agreement as compared to the Rate Schedule EFT form of service agreement in Trunkline's Fourth Revised Volume No. 1 Tariff. Besides the enhanced creditworthiness provisions, Appendix A also contains miscellaneous non-conforming provisions that are redlined. These miscellaneous non-conforming provisions do not arise to being material deviations and, in any event, do not present a risk of undue discrimination, do not affect the operational conditions of providing service, and do not result in any customer receiving a different quality of service. These provisions include:

- Article 2 (Term). In lieu of providing the details of the start and end date of the primary term of Contract No. 38217 in Exhibit A as a fill in the blank, Trunkline set out such details in Article 2.
- Exhibit A (Maximum Daily Quantity) fills in the blank regarding the Maximum Daily Quantity for each specified period of Contract No. 38217.
- Exhibit A (Primary Points of Receipt) fills in the blanks regarding the Primary Points of Receipt for each specified period of Contract No. 38217.
- Exhibit A (Primary Points of Delivery) fills in the blanks regarding the Primary Points of Delivery for each specified period of Contract No. 38217.
- Exhibit C (Negotiated Rate Agreement) sets out the specifications of the negotiated rate for each specified period of Contract No. 38217, including the parties' agreement as to when the applicable negotiated rate applies to a change in the primary delivery points.

Concurrent with this filing, Trunkline is submitting a tariff record in its Fourth Revised Volume No. 1 Tariff to list the agreement filed herein on the tariff record GT&C Section 26. Non-Conforming Agreements.

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<sup>2</sup> See *Policy Statement on Creditworthiness for Interstate Gas Pipelines*, FERC Stats. & Regs., ¶ 31,191 at P 7 (2005); *Iroquois Gas Trans. Sys., L.P.*, 178 FERC ¶ 61,200 at PP 34-35 (2022); *Florida Gas Trans. Co., LLC*, 163 FERC ¶ 61,017 at PP 51, 57 (2008).

## IMPLEMENTATION AND WAIVER REQUEST

Pursuant to Section 154.7(a)(9) of the Commission's Regulations, Trunkline requests that the proposed tariff records submitted herewith become effective January 1, 2024, the effective date of the service agreement. Trunkline respectfully requests that the Commission grant waiver of Section 154.207 of the Commission's Regulations and any other waivers of its Regulations that it deems necessary to allow the proposed tariff records in this filing to become effective on January 1, 2024.

## CONTENTS OF THE FILING

This filing is made in electronic format in compliance with Section 154.4 of the Commission's Regulations. One proposed tariff record in RTF format and five tariff records in whole document format with metadata attached are being submitted as part of an XML filing package containing the following:

- A transmittal letter in PDF format.
- A clean copy of the proposed tariff record in PDF format for publishing in eLibrary.
- A marked version of the proposed tariff changes in PDF format.
- Appendix A containing a marked version of the executed service agreement compared to the form of service agreement for Rate Schedule EFT in Trunkline's Fourth Revised Volume No. 1 Tariff.
- A copy of the complete filing in PDF format for publishing in eLibrary.

## COMMUNICATIONS, PLEADINGS AND ORDERS

Trunkline requests that all Commission orders and correspondence as well as pleadings and correspondence from other parties concerning this filing be served on each of the following:

**Michael T. Langston** <sup>3</sup>  
Vice President  
Chief Regulatory Officer  
Trunkline Gas Company, LLC  
1300 Main Street  
Houston, TX 77002  
(713) 989-7610  
(713) 989-1205 (Fax)  
[michael.langston@energytransfer.com](mailto:michael.langston@energytransfer.com)

**Kevin P. Erwin** <sup>3</sup>  
Associate General Counsel  
Trunkline Gas Company, LLC  
1300 Main Street  
Houston, TX 77002  
(713) 989-2745  
(713) 989-1212 (Fax)  
[kevin.erwin@energytransfer.com](mailto:kevin.erwin@energytransfer.com)

**Lawrence J. Biediger** <sup>3 4</sup>  
Sr. Director, Rates and Regulatory Affairs  
Trunkline Gas Company, LLC  
1300 Main Street  
Houston, TX 77002  
(713) 989-7670  
(713) 989-1205 (Fax)  
[larry.biediger@energytransfer.com](mailto:larry.biediger@energytransfer.com)

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<sup>3</sup> Designated to receive service pursuant to Rule 2010 of the Commission's Rules of Practice and Procedure. Trunkline respectfully requests that the Commission waive Rule 203(b)(3), 18 C.F.R. § 385.203(b)(3), in order to allow Trunkline to include additional representatives on the official service list.

<sup>4</sup> Designated as responsible Company official under Section 154.7(a)(2) of the Commission's Regulations.

Ms. Kimberly D. Bose, Secretary  
Federal Energy Regulatory Commission  
December 28, 2023  
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In accordance with Section 154.2(d) of the Commission's Regulations, a copy of this filing is available for public inspection during regular business hours at Trunkline's office at 1300 Main Street, Houston, Texas 77002. In addition, copies of this filing are being served electronically on jurisdictional customers and interested state regulatory agencies. Trunkline has posted this filing on its Internet website accessible via <https://tgcmessenger.energytransfer.com> under Informational Postings, Regulatory.

Pursuant to Section 385.2011(c)(5) of the Commission's Regulations, the undersigned has read this filing and knows its contents, the contents are true as stated, to the best of his knowledge and belief, and possesses full power and authority to sign such filing.

Respectfully submitted,

TRUNKLINE GAS COMPANY, LLC

**/s/ Lawrence J. Biediger**

Lawrence J. Biediger  
Sr. Director, Rates and Regulatory Affairs

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Contract 38217	BP Energy Company
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TRUNKLINE GAS COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on January 1, 2024

(Version 0.0.0, Contract No. 38217) BP Energy Company

Option Code "A"

RATE SCHEDULE EFT  
ENHANCED FIRM TRANSPORTATION SERVICE  
FORM OF SERVICE AGREEMENT

CONTRACT NO. 38217

THIS AGREEMENT is made effective as of the 1st day of January, 2024, by and between:

TRUNKLINE GAS COMPANY, LLC, (hereinafter called "Trunkline"), a Delaware Limited Liability Company,

And

BP ENERGY COMPANY

(hereinafter called "Shipper").

Shipper represents and warrants that Shipper conforms to the requirements of 18 C.F.R.

Section 284.102 (284B - Intrastate Pipelines or Local Distribution Companies) \_\_\_\_\_

Section 284.221 (284G - Interstate Pipelines and Others)     X    

In consideration of the mutual covenants and agreements as herein set forth, both Trunkline and Shipper covenant and agree as follows:

ARTICLE 1 - SERVICE

Trunkline agrees to receive at the Points of Receipt and deliver at the Points of Delivery, on a firm basis, Quantities of Natural Gas up to the daily Quantity (Dt), which shall constitute the Maximum Daily Quantity, stated on Exhibit A.

The Maximum Daily Quantity is stated in delivered Quantities, for which received Quantities must be adjusted for fuel usage and lost or unaccounted for Gas as set out in the then-effective, applicable rates and charges under Trunkline's Rate Schedule EFT.

Exhibit A hereto states the Points of Receipt and Points of Delivery. Exhibit A may be revised from time to time by written agreement between Trunkline and Shipper and, as may be revised, is by this reference incorporated in its entirety into this Agreement and made an integral part hereof. Shipper's Maximum Daily Quantity shall be assigned among the primary Points of Receipt set out on Exhibit A, as well as among the primary Points of Delivery set out on Exhibit A. Such assignment may be changed, subject to the availability of capacity, in accordance with the General Terms and Conditions.

## ARTICLE 2 - TERM

Trunkline shall provide firm Transportation service for Shipper pursuant to this Agreement for the term stated below.

The primary term shall begin on the later of January 1, 2024 or the In-Service Date (defined below) of the Interim Project, as described in the Parties' Precedent Agreement dated November 23, 2022 (the "Effective Date") and continue for a term of thirteen (13) years (the "Primary Term"). The In-Service Date of the Interim Project shall be the first day of the calendar month following the day on which Trunkline is able to provide firm service under Rate Schedule EFT from the primary points of receipt (set forth in Exhibit A) to the primary point of delivery (set forth in Exhibit A).

## ARTICLE 3 - RATES AND CHARGES

For the services provided or contracted for hereunder, Shipper agrees to pay Trunkline the then-effective, applicable rates and charges under Trunkline's Rate Schedule EFT filed with the Commission, as such rates and charges and Rate Schedule EFT may hereafter be modified, supplemented, superseded, or replaced generally or as to the service hereunder. Trunkline reserves the right from time to time to unilaterally file and to make effective any such changes in the terms or rate levels under Rate Schedule EFT and the applicability thereof, the General Terms and Conditions or any other provisions of Trunkline's Tariff, subject to the applicable provisions of the Natural Gas Act and the Commission's Regulations thereunder.

From time to time Shipper and Trunkline may agree in writing on a level of discount of the otherwise applicable rates and charges hereunder pursuant to the effective applicable provisions of Rate Schedule EFT and subject to the Regulations and Orders of the Commission. For example, Shipper and Trunkline may agree that a specified discounted rate shall apply: (a) only to certain Quantities under this Agreement; (b) only if specified Quantity levels are actually achieved or only with respect to Quantities below a specified level; (c) only during specified time periods; (d) only to specified Points of Receipt, Points of Delivery, mainline segments, transportation paths or defined geographical areas; (e) in a specified relationship to the Quantities actually transported (i.e., that the rates shall be adjusted in a specified relationship to Quantities actually transported); or (f) based on published index prices for specific receipt or delivery points or other agreed upon pricing reference points for price determination (Such discounted rate may be based on the published index price point differential or arrived at by formula. Any Service Agreement containing an index based discount will identify what rate component is discounted. To the extent the firm reservation charge is discounted, the index price differential rate formula shall be calculated to state a rate per unit of Maximum Daily Quantity.); provided, however, that any such discounted rate set forth above shall be between the Maximum Rate and Minimum Rate applicable to the service provided under this Agreement. In addition, the discount agreement may include a provision that if one rate component which was at or below the applicable Maximum Rate at the time the discount agreement was executed subsequently exceeds the applicable Maximum Rate due to a change in Trunkline's Maximum Rates so that such rate component must be adjusted downward to equal the new applicable Maximum Rate, then other rate components may be adjusted upward to achieve the agreed overall rate, so long as none of the resulting rate components exceed the Maximum Rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission order accepts revised Currently Effective Rates. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates which had been charged under a discount agreement exceeded rates



which ultimately are found to be just and reasonable. Any discount shall be effective only on a prospective basis and as specified in the written agreement between Trunkline and Shipper.

From time to time Shipper and Trunkline may agree to a Negotiated Rate for a specified term for service hereunder. Provisions governing such Negotiated Rate and term shall be set forth on Exhibit C to this Service Agreement.

#### ARTICLE 4 - FUEL REIMBURSEMENT

In addition to collection of the rates and charges provided for in Article 3, Trunkline shall retain, as Fuel Reimbursement, the percentage of the Quantities received from Shipper hereunder, as provided pursuant to Rate Schedule EFT.

#### ARTICLE 5 - GENERAL TERMS AND CONDITIONS

This Agreement and all terms for service hereunder are subject to the further provisions of Rate Schedule EFT and the General Terms and Conditions of Trunkline's Tariff, as such may be modified, supplemented, superseded or replaced generally or as to the service hereunder. Trunkline reserves the right from time to time to unilaterally file and to make effective any such changes in the provisions of Rate Schedule EFT and the General Terms and Conditions, subject to the applicable provisions of the Natural Gas Act and the Commission's Regulations thereunder. Such Rate Schedule and General Terms and Conditions, as may be changed from time to time, are by this reference incorporated in their entirety into this Agreement and made an integral part hereof.

Shipper and Trunkline have agreed to the Credit Provisions set forth on Exhibit D to this Service Agreement.

#### ARTICLE 6 - CANCELLATION OF PREVIOUS CONTRACTS

This Agreement supersedes, cancels, and terminates, as of the date(s) stated below, the following Agreement(s) (if any) with respect to the Transportation of Natural Gas between Trunkline and Shipper:

#### ARTICLE 7 - NOTICES

The Post Office addresses of both Trunkline and Shipper are as follows:

##### TRUNKLINE

Nomination and Scheduling:

Trunkline Gas Company, LLC  
Attn: Marketing Operations  
P. O. Box 4967  
Houston, Texas 77210-4967  
Phone: (713) 962-9862  
Fax: (713) 286-5402

Pipeline Emergencies:  
(Not to be used for  
any other purpose)

Trunkline Gas Company, LLC  
Attn: Gas Control  
P. O. Box 4967  
Houston, Texas 77210-4967  
Phone: (713) 627-5621  
Toll Free: 1-800-225-3913  
Texas only: 1-800-221-1084

All Other:

Trunkline Gas Company, LLC  
Attn: Customer Services  
P. O. Box 4967  
Houston, Texas 77210-4967  
Phone: (713) 627-4272 or  
1-800-275-7375  
Fax: (713) 989-1178

SHIPPER

Billing:

BP Energy Company  
201 Helios Way  
Houston, TX 77079  
Attn: Lawrence Fellers  
(713) 323-5284

Nomination and Scheduling: (1)

BP Energy Company  
201 Helios Way  
Houston, TX 77079  
Attn: Marilyn Sonnier  
(713) 323-3202

Emergency:

BP Energy Company  
201 Helios Way  
Houston, TX 77079  
Attn: Rebecca Birback  
(713) 323-4838

All Other:

BP Energy Company  
201 Helios Way  
Houston, TX 77079  
Attn: Marilyn Sonnier  
(713) 323-3202

(1) Please provide street address in addition to mailing address.

SHIPPER: BP ENERGY COMPANY

DS  
KL

EXECUTED 12/15/2023  
(Date)

DocuSigned by:  
**Beth Hickey**  
691FB2BFFC934A5...

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Beth Hickey

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(Please type or print name)

DS  
JC

**Title:** EVP - US Gas Pipelines

EXECUTED 12/20/2023, \_\_\_\_\_  
(Date)

DS  
kE

TRUNKLINE GAS COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on January 1, 2024

(Version 0.0.0, Exhibit A) Contract No. 38217

Option Code "A"

Contract No. 38217  
Amendment No.

EXHIBIT A  
Transportation Agreement  
For  
Enhanced Firm Service  
Under Rate Schedule EFT  
Between  
Trunkline Gas Company, LLC  
  
and BP ENERGY COMPANY  
Contract No. 38217

Effective Date: The Effective Date as defined in Article 2 of this Agreement  
Supersedes Exhibit A dated: \_\_\_\_\_

Maximum Daily Quantity for each specified period of the Agreement:

Effective from the Effective Date through a period of three (3) years (the "Initial MDQ Period"): 300,000  
Dt.

Effective from the end of the Initial MDQ Period through the end of the Primary Term (the "Reduced  
MDQ Period"): 150,000 Dt

SHIPPER: BP ENERGY COMPANY

DocuSigned by:  
BY: Zach Inman  
D35031A8A4C941C...  
Zach Inman  
(Please type or print name)

DS  
kl

Title: Attorney in Fact

Executed: 12/15/2023

TRUNKLINE GAS COMPANY, LLC

DocuSigned by:  
BY: Beth Hickey  
891FB2BFFC934A5...  
Beth Hickey  
(Please type or print name)

DS  
je

Title: EVP - US Gas Pipelines

Executed: 12/20/2023

DS  
ke

Contract No. 38217  
Amendment No.

# EXHIBIT A

## Transportation Agreement For Enhanced Firm Service Under Rate Schedule EFT

### Primary Points of Receipt

<u>Seq. No.</u>	<u>Received From</u>	<u>Location</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>	<u>MDRO (Net of Fuel Reimbursement)</u>
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Effective from the Effective Date through April 30, 2025:

1	TIGER INTERCONNECT 22 - ETC TIGER PIPELINE		RICHLAND	LA	82752	300,000
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Effective from May 1, 2025 through the end of the Initial MDQ Period:

1	TIGER INTERCONNECT 22 - ETC TIGER PIPELINE		RICHLAND	LA	82752	150,000
2	Regency Intrastate Gas Interconnect		CALDWELL	LA	82804	150,000

Effective during the Reduced MDQ Period through the remainder of the Primary Term:

1	Regency Intrastate Gas Interconnect		CALDWELL	LA	82804	150,000
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Description of Facilities				Atmos.
<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Zone</u>	<u>Operated and Maintained by</u>	<u>Pres. (Psia)</u>

Effective from the Effective Date through April 30, 2025:

1	EXISTING	Z1A	TRUNKLINE GAS COMPANY, LLC	14.4
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Effective from May 1, 2025 through the end of the Initial MDQ Period:

1	EXISTING	Z1A	TRUNKLINE GAS COMPANY, LLC	14.4
2	EXISTING	Z1A	REGENCY INTRASTATE GAS LP	14.4

Effective during the Reduced MDQ Period through the remainder of the Primary Term:

1	EXISTING	Z1A	REGENCY INTRASTATE GAS LP	14.4
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#### Secondary Points of Receipt

Shipper shall have secondary Points of Receipt as set forth in Section 2.1 of Trunkline's Rate Schedule EFT.

Contract No. 38217  
Amendment No.

EXHIBIT A

Transportation Agreement  
For  
Enhanced Firm Service  
Under Rate Schedule EFT

Primary Points of Delivery

<u>Seq. No.</u>	<u>Delivered To</u>	<u>Location</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>	<u>MDDO</u>
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Effective from the Effective Date through March 31, 2025:

1	SABINE @ LAKE CHARLES	CALCASIEU	LA	80715	45,000
2	GULF SOUTH LONCOLN ROAD	CALCASIEU	LA	GSTGC	70,000
3	LA STORAGE	BEAUREGARD	LA	93084	35,000
4	SONAT SHADYSIDE	ST MARY	LA	81738	90,000
5	ACADIAN	ST MARY	LA	80706	5,000
6	BRIDGELINE	ST MARY	LA	80578	5,000
7	HENRY HUB HIGH PRESSURE	VERMILION	LA	80721	50,000

Effective from April 1, 2025 through the effective date of the Reduced MDQ Period:

1	SABINE @ LAKE CHARLES	CALCASIEU	LA	80715	45,000
2	GULF SOUTH LONCOLN ROAD	CALCASIEU	LA	GSTGC	70,000
3	LA STORAGE	BEAUREGARD	LA	93084	35,000
4	SONAT SHADYSIDE	ST MARY	LA	81738	90,000
5	ACADIAN	ST MARY	LA	80706	25,000
6	BRIDGELINE	ST MARY	LA	80578	35,000

Effective from the effective date of the Reduced MDQ Period through the remainder of the Primary Term:

1	SONAT SHADYSIDE	ST MARY	LA	81738	90,000
2	ACADIAN	ST MARY	LA	80706	25,000
3	BRIDGELINE	ST MARY	LA	80578	35,000



## Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Zone</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
Effective from the Effective Date through March 31, 2025				
1	EXISTING	WLA	SABINE PIPE LINE,	14.4
2	EXISTING	WLA	GULF SOUTH PIPELINE COMPANY, L.P.	14.7
3	EXISTING	WLA	LA STORAGE, LLC	14.7
4	EXISTING	ELA	SOUTHERN NATURAL GAS COMPANY, L.L.C.	14.7
5	EXISTING	ELA	ACADIAN GAS PIPELINE SYSTEM	14.7
6	EXISTING	ELA	BRIDGELINE HOLDINGS, L.P.	14.7
7	EXISTING	ELA	SABINE PIPE LINE LLC	14.7

Effective from April 1, 2025 through the effective date of the Reduced MDQ Period:

1	EXISTING	WLA	SABINE PIPE LINE, LLC	14.4
2	EXISTING	WLA	GULF SOUTH PIPELINE COMPANY, L.P.	14.7
3	EXISTING	WLA	LA STORAGE, LLC	14.7
4	EXISTING	ELA	SOUTHERN NATURAL GAS COMPANY, L.L.C.	14.7
5	EXISTING	ELA	ACADIAN GAS PIPELINE SYSTEM	14.7
6	EXISTING	ELA	BRIDGELINE HOLDINGS, L.P.	14.7

Effective from the effective date of the Reduced MDQ Period through the remainder of the Primary Term:

1	EXISTING	ELA	SOUTHERN NATURAL GAS COMPANY, L.L.C.	14.7
2	EXISTING	ELA	ACADIAN GAS PIPELINE SYSTEM	14.7
3	EXISTING	ELA	BRIDGELINE HOLDINGS, L.P.	14.7

## Secondary Points of Delivery

Shipper shall have secondary Points of Delivery as set forth in Section 2.2 of Trunkline's Rate Schedule EFT.

TRUNKLINE GAS COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on January 1, 2024

(Version 0.0.0, Exhibit B) Contract No. 38217

Option Code "A"

## EXHIBIT B

Reserved for Future Use

TRUNKLINE GAS COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on January 1, 2024

(Version 0.0.0, Exhibit C) Contract No. 38217

Option Code "A"

Contract No. 38217  
Amendment No. 0

## EXHIBIT C

Transportation Agreement  
For  
Enhanced Firm Service  
Under Rate Schedule EFT  
Contract No. 38217

### NEGOTIATED RATE AGREEMENT

Shipper agrees to the Negotiated Rate option in accordance with Section 3.10 of Rate Schedule EFT and notifies Trunkline that it desires to be billed, and agrees to pay, the charges specified below for the period commencing on the Effective Date and continuing through the Primary Term and any Extension Period. Shipper acknowledges that this election is an alternative to the billing of charges set forth on the Currently Effective Rates for Rate Schedule EFT, as revised from time to time. Shipper also acknowledges that its election constitutes waiver of its reliance on and its right to use the recourse rates which are available to it under the Rate Schedule EFT.

#### Specification of Negotiated Rate during the Initial MDQ Period:

Reservation Rate:	\$0.2000/MMBtu
Usage, Fuel, and Surcharge Rate:	Tariff Rates
CQ:	300,000 MMBtu/day

Primary Receipt Point(s): For the applicable periods, the points and corresponding MDROs set forth on Exhibit A.

Secondary Receipt Point(s): All existing and future interconnecting Trunkline Z1A, Z1A Pool and Trunkline field Zone REC LOCs and BI-DIR LOCs.

Primary Delivery Point(s): For the applicable periods, the points and corresponding MDDOs set forth on Exhibit A.

Secondary Delivery Point(s): All existing and future interconnecting Trunkline Field Zone DEL LOCs and BI-DIR LOCs.

Rate Applicable to Change in Primary Delivery Point(s) up to 300,000 Dt: For the first year (365 Days) following the Effective Date of Shipper's Rate Schedule EFT Agreement, Trunkline agrees that the negotiated reservation rate will apply to a change in the Primary Delivery Point requested by Shipper within that one year period in accordance with Tariff procedures, provided that such rate shall only be available for one change during the winter season (November 1 through March 31) and one change during the summer season (April 1 through October 31); provided further, however, that the new Primary Delivery Point is in the same service area/zone as the original Primary Delivery Point and the

request is subject to available capacity at the time of the request. For example, subject to available capacity, Shipper's timely and eligible request to change its Henry Hub High Pressure Primary Delivery Point with a MDDO of 150,000 MMBtu/day to a different Primary Delivery Point in the East Louisiana Service Area will be subject to the above negotiated reservation rate of \$0.2000/MMBtu. The reservation rate applicable to any other requests to change Primary Delivery Points that are not eligible for the negotiated reservation rate as set forth above (regardless of whether such requested new Primary Delivery Point is in the same service area) shall be subject to the maximum tariff rate, unless otherwise mutually agreed between Trunkline and Shipper.

**Specification of Negotiated Rate during the Reduced MDQ Period:**

Reservation Rate:	\$0.2000/MMBtu
Usage, Fuel, and Surcharge Rate:	Tariff Rates
CQ:	150,000 MMBtu/day

Primary Receipt Point(s): For the applicable periods, the points and corresponding MDROs set forth on Exhibit A.

Secondary Receipt Point(s): All existing and future interconnecting Trunkline Z1A, Z1A Pool and Trunkline field Zone REC LOCs and BI-DIR LOCs.

Primary Delivery Point(s): For the applicable periods, the points and corresponding MDDOs set forth on Exhibit A

Secondary Delivery Point(s): All existing and future interconnecting Trunkline Field Zone DEL LOCs and BI-DIR LOCs.

Rate Applicable to Change in Primary Delivery Point(s) up to 150,000 Dt: From January 1, 2027 through December 31, 2027, Trunkline agrees that the negotiated reservation rate will apply to a change in the Primary Delivery Point requested by Shipper in accordance with Tariff procedures, provided that such rate shall only be available for one change during the first 365 days of the Reduced MDQ Period; provided further, however, that the new Primary Delivery Point is in the same service area/zone as the original Primary Delivery Point and the request is subject to available capacity at the time of the request. Each Primary Delivery Point change that does not meet the criteria above shall be subject to a \$0.02 increase per Dth to the negotiated reservation rate, not to exceed the maximum rate in effect from time to time.

Negotiated Rate Agreement Signature Page

SHIPPER: BP ENERGY COMPANY

BY:

*Zach Inman*

D35031A8A4C941C...

Zach Inman

(Please type or print name)

DS

*kl*

TRUNKLINE GAS COMPANY, LLC

BY:

*Beth Hickey*

891FB2BFFC934A5...

Beth Hickey

(Please type or print name)

DATED:

12/20/2023

SUPERSEDES EXHIBIT C DATED: N/A

Contract Admin

Optimization

Regulatory

Sales Rep

Legal

DS

*kl*

DS

*kl*

DS

*kl*

DS

*kl*

DS

*kl*

TRUNKLINE GAS COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on January 1, 2024

(Version 0.0.0, Exhibit D) Contract No. 38217

Option Code "A"



Contract No. 38217  
Amendment No. \_\_\_\_\_

EXHIBIT D

Transportation Agreement  
For  
Enhanced Firm Service  
Under Rate Schedule EFT  
Contract No. 38217

CREDIT AGREEMENT

*Confidential***Creditworthiness**

**Trunkline Gas Company, LLC**  
**RATE SCHEDULE EFT**  
**TRANSPORTATION AGREEMENT NO. \_\_\_\_\_**  
**DATED \_\_\_\_\_**

**CREDIT AGREEMENT**

This Credit Agreement, dated as of this 23rd day of November, 2022, (“Credit Agreement”) is by and between Trunkline Gas Company, LLC (“Transporter”) and the BP Energy Company (“Shipper”). Transporter and Shipper may sometimes be referred to herein individually as a “Party”, or together as the “Parties”.

WHEREAS, contemporaneously herewith, Transporter and Shipper have entered into a Precedent Agreement concerning an early in-service date for a portion of the previously FERC-certificated facilities for its Pipeline Modifications Project in order to provide interim service prior to the service planned to the Lake Charles LNG facility (the “Interim Project”), and pursuant to which the Parties, subject to certain terms and conditions set forth in the Precedent Agreement, will enter into an EFT Agreement (the “EFT Agreement”); and

WHEREAS, pursuant to paragraph 6 of the Precedent Agreement, Shipper is required to comply with the requirements set forth in this Credit Agreement relating to its obligations and the level of interim capacity subscribed under the Precedent Agreement and the EFT Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and intending to be legally bound, Transporter and Shipper agree to the following:

1. Shipper, at all times, must satisfy the creditworthiness criteria, or otherwise provide such Credit Support (as defined below), as set forth under this Credit Agreement:

(A) Shipper shall be deemed “Creditworthy” hereunder as of the execution of the Precedent Agreement and during the term of the Precedent Agreement and any extension thereof *if*:

(i) its long-term senior unsecured debt securities, at such time, are rated at least ‘BBB-’ by Standard & Poor’s or its successor (“S&P”) and rated at least ‘Baa3’ by Moody’s Investors Service, Inc. or its successor (“Moody’s”) (any such debt rating, irrespective of the actual rating, a “Debt Rating”), provided however, that if Shipper is rated by either S&P or Moody’s alone, that Debt Rating alone shall be determinative. If the Shipper has no Debt Rating(s), the S&P Issuer Credit Rating and/or Moody’s Long Term Issuer Rating will be substituted, and as such, these ratings are included in the defined term, “Debt Rating”. In the event the Debt Rating(s) issued by S&P and Moody’s are assigned at levels that are not equivalent, the lower rating shall apply to determine whether such entity is Creditworthy.

For the avoidance of doubt, in the event Shipper does not have Debt Rating(s)

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assigned by S&P or Moody's at the time of execution of the Precedent Agreement, but subsequently receives a Debt Rating(s), then for purposes of determining creditworthiness pursuant to Section 1(A)(i) above, such Debt Rating(s) shall serve as original Debt Rating(s) effective as of the execution of the Precedent Agreement.

(B) If Shipper is deemed not or no longer "Creditworthy" pursuant to Section 1(A)(i) above, then Shipper shall thereafter maintain any of the following credit support instruments (Guaranty, cash deposit, Letter of Credit or cash proceeds thereof, all individually or collectively, known as "Credit Support") as set forth below:

(i) an absolute, irrevocable, unconditional guaranty in the form set forth in Exhibit A ("Guaranty"), from a direct or indirect parent or affiliate of Shipper or other third party that is deemed "Creditworthy" pursuant to Section 1(A)(i) above and that is otherwise acceptable to Transporter, in Transporter's sole judgment (such third party, "Guarantor"), which Guaranty shall guarantee the full and faithful performance and payment of all of Shipper's obligations under this Precedent Agreement and the EFT Agreement, including but not limited to damages, and any such Guaranty will remain outstanding for the benefit of the Transporter throughout the term of the Precedent Agreement and EFT Agreement and any extension thereof.

(ii) a cash deposit or an irrevocable standby letter of credit that is in the form set forth in Exhibit B hereto ("Letter of Credit") and issued by a bank which is a U. S. bank or the U.S. branch of a foreign bank deemed "Creditworthy" pursuant to Section 1(A)(i) and otherwise acceptable to Transporter, in Transporter's sole judgment, in either case securing the full and faithful performance and payment of all of Shipper's obligations for the entire term under this Precedent Agreement and the EFT Agreement, as may be extended from time to time, and in either case such cash deposit or Letter of Credit, or any combination thereof, shall equal to the total aggregate dollar value of 12 months of reservation charges due from Shipper for the Contract MDQ under the EFT Agreement, as may be extended from time to time. If Shipper's Creditworthy parent company provides a Guaranty to Transporter pursuant to Section 1(B)(i) above, subject to Section 1(B)(iii) below, Shipper shall not be required to provide a cash deposit or Letter of Credit upon execution of the Precedent Agreement.

(iii) At any time during the term of this Precedent Agreement and the EFT Agreement, in the event any of the Debt Rating(s) assigned to Shipper, Shipper's Guarantor or parent company, as applicable, is assigned a negative outlook, then the amount of Letter of Credit or cash deposit shall increase to the *lesser* of (i) 18 months of reservation charges due from Shipper for the Contract MDQ or (ii) the number of months of reservation charges remaining in the term under the EFT Agreement, as may be extended from time to time. Furthermore, in the event that any of the Debt Rating(s) assigned to Shipper, Shipper's Guarantor, or parent company, as applicable, no longer complies with the Creditworthy standard as set forth above, then the amount of Letter of Credit or cash deposit shall increase to the *lesser* of (i) 24 months of reservation charges due from Shipper for the Contract MDQ or (ii) the number of months of reservation charges remaining in the term under the EFT Agreement, as may be extended from time to time.

In the event the Shipper or its parent company is not rated by either S&P and/or Moody's and the Shipper or its parent company has experienced a material deterioration in its financial condition, including but not limited to, either as evidenced by audited financial

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statements provided by Shipper or its parent company to Transporter or as evidenced by a material adverse change to Shipper or its parent company, as determined in Transporter's sole discretion, then the amount of Letter of Credit or cash deposit previously posted by Shipper shall be increased to the *lesser* of (i) 36 months of reservation charges due from Shipper for the Contract MDQ or (ii) the number of months of reservation charges remaining in the term under the EFT Agreement, as may be extended from time to time.

(C) At any time while either this Precedent Agreement or the EFT Agreement, as may be extended from time to time, is effective, if Transporter determines that, as of such time, (i) any Guarantor of Shipper or (ii) any bank that issued a Letter of Credit in favor of Transporter is no longer deemed "Creditworthy", then Transporter may submit a written notice of such determination to Shipper (which notice shall provide Transporter's basis for such determination), and within five (5) business days after Shipper's receipt of such notice from Transporter, Shipper shall deliver to Transporter, and shall thereafter maintain, alternative Credit Support in accordance with Section 1(B)(ii).

(D) For any irrevocable standby Letter of Credit, whether an original or replacement Letter of Credit, that is provided to Transporter such Letter of Credit shall permit partial draws and shall have an expiry date no earlier than (a) twelve (12) calendar months after issuance thereof and (b) ninety (90) days after the end of the term of the Precedent Agreement and the Primary Term of the EFT Agreement or any extension thereof. With respect to any Letter of Credit, Shipper shall furnish extensions or replacements of such Letter of Credit at least ninety (90) days prior to the expiration thereof, from time to time until the expiration of both the Precedent Agreement and EFT Agreement, as may be extended from time to time. All extensions or amendments of the Letter of Credit shall be delivered to Transporter in a form and from a bank deemed Creditworthy and otherwise acceptable to Transporter; provided, however, that any automatic renewal or extension of a Letter of Credit in accordance with the terms thereof shall be deemed to satisfy Shipper's obligation to furnish extensions or replacements of such Letter of Credit. Transporter shall have the right to draw against any outstanding Letter of Credit upon: (a) Shipper's failure to make any payment when due under either the Precedent Agreement and/or the EFT Agreement; or (b) Shipper's failure or refusal to timely deliver any applicable extension, amendment or replacement of an outstanding Letter of Credit as provided herein; or (c) the rejection, repudiation, or breach of the Precedent Agreement, the EFT Agreement and/or any related agreement under any bankruptcy, insolvency or similar debtor relief law now or hereinafter in effect; or (d) the filing of a petition by or against Shipper seeking to adjudicate Shipper as bankrupt or insolvent or otherwise commencing, authorizing, or acquiescing in the commencement of a case under any bankruptcy, insolvency or similar debtor relief law now or hereinafter in effect. If Transporter draws on a Letter of Credit in part or in whole, Shipper shall immediately, and in no event later than three (3) business days thereafter, provide a replacement Letter of Credit in, or increase an existing Letter of Credit to, the amount required by Section 1(B)(ii) or Section 1(B)(iii), as applicable. Any draw made by Transporter under a Letter of Credit shall **not** relieve Shipper of any liabilities, deficiencies, costs, expenses or damages beyond what is drawn under such Letter of Credit. The Letter of Credit (representing any undrawn portion thereof), to the extent it still remains, or any cash deposit held by Transporter shall be returned to Shipper, at the Transporter's election, on or before the sixtieth (60th) day after the *later* to occur of (a) the date on which both the Precedent Agreement and the EFT Agreement have terminated or expired and (b) the date on which all of Shipper's performance

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and payment obligations under the Precedent Agreement and the EFT Agreement (including, without limitation, any damages arising from either such agreement) have been fulfilled as determined by the Transporter.

(E) Credit Support in the form of a cash deposit or proceeds from draws under a Letter of Credit may be applied by Transporter, in its sole discretion, against any unpaid invoices due from Shipper, losses, costs, expenses or damages as a result of a breach by Shipper of any of its obligations (including a breach arising out of the rejection, repudiation or breach of either the Precedent Agreement or the EFT Agreement under the U.S. Bankruptcy Code, insolvency or similar debtor relief law) under either the Precedent Agreement or the EFT Agreement for which Transporter is legally entitled to receive payment. If the application of a cash deposit or proceeds from draws under a Letter of Credit fully extinguishes such Credit Support and the Precedent Agreement or the EFT Agreement is still in effect, Shipper shall immediately thereafter provide a replacement Letter of Credit, or replacement cash deposit in the amount required by Section 1(B)(ii) or Section 1(B)(iii), as applicable. Any application of a cash deposit or proceeds from draws made by Transporter under a Letter of Credit shall **not** relieve Shipper of any liabilities, deficiencies, costs, expenses or damages beyond what is drawn under such Letter of Credit or application of such cash deposit.

(F) Notwithstanding anything in Section 1(B) hereof, in the event Shipper provides credit support pursuant to Section 1(B)(ii) or Section 1(B)(iii) hereof, but thereafter satisfies Section 1(A)(i), Shipper's Guaranty, Letter of Credit (representing any undrawn portion thereof, to the extent it still remains), or any cash deposit held by Transporter, as applicable, shall be returned to Shipper's bank or Shipper's Guarantor, as applicable, within thirty (30) days after written demand is received by Transporter; provided, however, that the provisions of Section 1(B) shall again apply should Shipper fail to be "Creditworthy" at any time thereafter.

(G) Except to the extent of any amounts paid to the Transporter, the use, application or retention of credit support, or any portion thereof, by Transporter shall not (subject to any applicable limitations on damages to which Transporter has agreed in writing) prevent Transporter from exercising any other right or remedy provided under the Precedent Agreement, the EFT Agreement, Transporter's FERC Gas Tariff, or which Transporter may have at law or in equity, by statute or regulation, and shall not operate as a limitation on any recovery to which Transporter may otherwise be entitled. For the avoidance of doubt, Transporter shall not be permitted any additional or duplicative recovery for any damages, payments, or other amounts for which Transporter has received payments or other compensation pursuant to the terms of this Credit Agreement or any Credit Support.

2. Notice. Except as herein otherwise provided, any notice, request, demand, statement, or bill provided for in this Credit Agreement, or any notice which either Party desires to give to the other, must be in writing and will be considered duly delivered if delivered by hand, by nationally recognized overnight courier service, electronic transmission (E-mail) or by certified mail (postage prepaid, return receipt requested) to the other Party's address set forth below:

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Transporter: Trunkline Gas Company, LLC  
1300 Main St.  
Houston, Texas 77002-6803  
Attention: Credit Risk Management  
Phone No.: 713-989-7023  
Email: regcreditrisk@energytransfer.com

With copy to:  
Trunkline Gas Company, LLC  
1300 Main St.  
Houston, Texas 77002-6803  
Attention: Legal Department  
Email: GeneralCounsel.mailbox@energytransfer.com

Shipper: BP Corporation North America Inc.  
201 Helios Way  
Houston, Texas 77079  
Attention: Credit Department  
Email : GNAGPstrategiccredit@bp.com

or at such other address as either Party designates by written notice. Notice given by courier, certified mail, or E-mail shall be deemed to occur at the time of actual receipt; or, if receipt is refused or rejected, upon attempted delivery, provided, however, that if receipt occurs after normal business hours or on a weekend or national holiday, then delivery shall be deemed to occur on the next business day.

3. Modifications. Except as provided otherwise in this Credit Agreement, no modification of the terms and provisions of this Credit Agreement shall be effective unless contained in writing and executed by both Transporter and Shipper.

4. CHOICE OF LAW. THIS CREDIT AGREEMENT SHALL BE INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT OF LAW RULES THAT MAY REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS CREDIT AGREEMENT.

5. Capacity Release or Assignment. This Credit Agreement and the obligations of the Parties hereunder shall apply to any subsequent permissible acquiring shipper(s) under the EFT Agreement or assignee(s) of the Precedent Agreement; provided, however, if Transporter determines, at its sole discretion, that an acquiring shipper or assignee is not "Creditworthy," Transporter shall have the right to demand Credit Support to secure the acquiring shipper's full payment obligations under the replacement EFT Agreement. In the event that Shipper (or its successors) desires to assign or release its interest in the Precedent agreement or the executed EFT Agreement, as applicable, the assignee or acquiring shipper (under capacity release), shall be required to enter into a new Credit Agreement in its own name.

6. Rules and Regulations. This Credit Agreement and the obligations of the Parties

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hereunder are subject to all applicable laws, rules, orders and regulations of governmental authorities having jurisdiction and, in the event of conflict, such laws, rules, orders and regulations of governmental authorities having jurisdiction shall control.

7. Counterparts. This Credit Agreement may be executed by electronic means (including by PDF) and in multiple counterparts, each of which when so executed shall be deemed an original, but all of which shall constitute one and the same agreement.

*[signature page follows]*

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IN WITNESS WHEREOF, the Parties hereto have caused this Credit Agreement to be duly executed by their duly authorized officers as of the day and year first above written.

**TRUNKLINE GAS COMPANY, LLC**

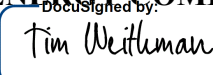

By:  

Name: Beth Hickey

Title: SVP - Commercial Operations

Date: November 23, 2022

**BP ENERGY COMPANY**

By:  

Name: Tim Weithman

Title: Attorney in Fact

Date: November 23, 2022



*Confidential***EXHIBIT A****GUARANTY**

THIS GUARANTY (this "Guaranty") is made and entered into and effective as of **[DATE]**, (the "**Effective Date**"), by BP Corporation North America Inc., a Delaware corporation ("Guarantor"), in favor of **Trunkline Gas Company, LLC**, a Delaware limited liability company, ("Trunkline").

**WITNESSETH:**

WHEREAS, BP Energy Corporation, a Delaware corporation, has entered into the Precedent Agreement, dated as of \_\_\_\_\_ (as such agreement may from time to time be modified, supplemented, amended, or extended, the "PA"). Except as otherwise defined herein, any capitalized term used herein and defined in the PA (as defined above) shall have the meaning given to such term by the PA;

WHEREAS, BP Energy Corporation (including its successors and permitted assigns under Section 7 of the PA, "Shipper") is an affiliate of Guarantor;

WHEREAS, the PA contemplates that, subject to the satisfaction of certain conditions specified in the PA, Trunkline and Shipper will enter into a firm transportation service agreement and a negotiated rate agreement for firm transportation service in accordance with the PA (as such agreements may from time to time be modified, supplemented, amended, or extended (the "EFT Agreement");

WHEREAS, Shipper has certain obligations to pay for firm transportation service in connection with the PA and the EFT Agreement (all such obligations of Shipper, including the obligation of Shipper to pay all amounts due under the EFT Agreement, including but not limited to, any damages that may be incurred or have been incurred by Trunkline, referred to as the "Guaranteed Obligations");

WHEREAS, Trunkline entered into the PA with Shipper on the condition that Trunkline receive certain assurances regarding payment of the Guaranteed Obligations, and Guarantor is willing to provide such assurances in accordance with the terms and conditions of this Guaranty; and

WHEREAS, Guarantor acknowledges that it will be substantially benefited by the execution and delivery of the PA.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Guarantor hereby agrees as follows:

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1. Guarantor hereby absolutely, irrevocably, and unconditionally guarantees to Trunkline the payment by Shipper of any and all Guaranteed Obligations under the PA and the EFT Agreement due and payable from time to time during the Primary Term, but not to exceed \$USD 66,000,000.00 (\$USD sixty-six million) in the aggregate (the "Cap"); provided, however, in the event the Parties extend the EFT Agreement pursuant to Article 2 thereof, upon such event and continuing thereafter through the end of the extended term, the Cap on the Guaranteed Obligations shall automatically increase to an aggregate amount of \$USD 285,000,000.00 (\$USD Two Hundred-Eighty-Five million). The Cap(s) shall be inclusive of all payments for firm transportation services, damages, interest, reasonably attorneys' fees and expenses, costs of collection, and any other amounts, subject to any applicable grace period(s) or extensions to the applicable due date, even if any such payments are deemed to be damages, pursuant to the PA and the EFT Agreement. Except as the same comprise Guaranteed Obligations under the express terms of the PA and the EFT Agreement, Guarantor shall not be liable hereunder for any consequential, incidental, punitive or indirect damages whether in tort or contract. As a condition precedent to each payment under this Guaranty, a demand by Trunkline for payment hereunder shall be in writing, signed by a duly authorized representative of Trunkline and delivered to Guarantor pursuant to Section 16 "Notices" hereof, and shall (a) reference this Guaranty, (b) specifically identify Trunkline, the nature of the default, and the Guaranteed Obligations to be paid and (c) set forth payment instructions, including bank name, routing number and bank account number. There are no other requirements of notice, presentment or demand. Guarantor shall pay, or cause to be paid, such Guaranteed Obligations within five (5) business days of receipt of such demand.
2. This Guaranty shall constitute a guaranty of payment and not merely a guaranty of collection. This Guaranty (i) is a continuing guaranty and shall remain in full force and effect until all of the Guaranteed Obligations and other expenses guaranteed pursuant to this Guaranty have been indefeasibly paid in full; and (ii) shall continue to be effective or shall be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations is rescinded, avoided or rendered void as a preferential transfer, impermissible set-off, fraudulent conveyance or must otherwise be returned or disgorged by Trunkline upon the insolvency, bankruptcy or reorganization of either Shipper or Guarantor or otherwise, all as though such rescinded, avoided or voided payment had not been made, and notwithstanding any action or failure to act on the part of Trunkline in reliance on such payment. Any prior release from the terms of this Guaranty shall be reinstated in full force and effect.
3. The liability of Guarantor hereunder is exclusive and independent of any security for or other guaranty of the payment by Shipper of the Guaranteed Obligations, whether

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executed by Guarantor, any other guarantor or any other party. This Guaranty shall automatically terminate and be of no more force and effect upon either (i) the full performance and full, final, and indefeasible payment or satisfaction in full of all Guaranteed Obligations or (ii) termination of the Precedent Agreement and/or the EFT Agreement.

4. Guarantor's obligations hereunder are independent of the obligations of any other guarantor, and a separate action or actions may be brought and prosecuted against Guarantor whether or not action is brought against any other guarantor and whether or not any other guarantor be joined in any such action or actions; provided, however, neither Guarantor nor Shipper shall be liable for any Guaranteed Obligations already fully and indefeasibly satisfied. If Shipper waives, to the fullest extent permitted by law, the benefit of any statute of limitations affecting its liability under the PA, the EFT Agreement and/or Trunkline's FERC Gas Tariff, Guarantor likewise waives, to the fullest extent permitted by law, the benefit of any statute of limitations affecting its liability hereunder or the enforcement thereof. Any payment by Shipper or other circumstance that operates to toll any statute of limitations as to Shipper shall operate to toll the statute of limitations as to Guarantor. Notwithstanding anything herein to the contrary, Guarantor does not waive and retains and reserves to itself all rights, counterclaims and other defenses to which Shipper is or may be entitled to, including those arising from or out of the PA, EFT Agreement, and/or Trunkline's FERC Gas Tariff, except for defenses arising out of the bankruptcy, receivership, reorganization, insolvency, dissolution, liquidation or similar status of Shipper, the power or authority of Shipper to enter into the PA and EFT Agreement and to perform its obligations thereunder, and the lack of enforceability of Shipper's obligations under the PA or EFT Agreement or any transactions contemplated thereby (such retained and reserved and not waived or excluded rights, counterclaims and other defenses, the "Retained Defenses").
5. Guarantor hereby waives notice of acceptance of this Guaranty and notice of any liability to which it may apply, and waives promptness, diligence, presentment, demand of payment, protest, notice of dishonor or nonpayment of any such liabilities, suit or taking of other action by Trunkline against, and any other notice to, any party liable thereon (including Guarantor or any other guarantor). Guarantor assumes all responsibility for being and keeping itself informed of Shipper's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Guaranteed Obligations and the nature, scope and extent of the risks which Guarantor assumes and incurs hereunder, and Guarantor agrees that Trunkline shall have no duty to advise Guarantor of information known to it regarding such circumstances or risks.

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6. Trunkline, to the extent agreed to by Shipper or otherwise expressly allowed by the PA, the EFT Agreement and/or Trunkline's FERC Gas Tariff and not restricted by applicable law, may (i) at any time and from time to time; (ii) upon or without any terms or conditions; (iii) in whole or in part; and (iv) without the consent of, or notice to, Guarantor, without incurring responsibility to Guarantor, and without impairing or releasing the obligations of Guarantor hereunder:
  - (a) make any change, amendment, or modification in the terms of any Guaranteed Obligations, and the Guarantor's guaranty herein made shall apply to the Guaranteed Obligations as so changed, amended or modified;
  - (b) take and hold security for the payment of the Guaranteed Obligations, and sell, exchange, release, surrender, impair, realize upon or otherwise deal with, in any manner and in any order, any property by whomsoever at any time pledged or mortgaged to secure, or howsoever securing, the Guaranteed Obligations or any liabilities (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and/or any offset there against, and/or release any person liable for all or any portion of the Guaranteed Obligations; and/or
  - (c) take any other action which would, under otherwise applicable principles of common law, give rise to a legal or equitable discharge of Guarantor from its liabilities under this Guaranty.
7. Other than with respect to the Retained Defenses, no invalidity, irregularity or unenforceability of all or any part of the Guaranteed Obligations or of any security therefor shall affect, impair or be a defense to this Guaranty, and this Guaranty shall be primary, absolute, irrevocable, and unconditional, notwithstanding the occurrence of any event or the existence of any other circumstances which might constitute a legal or equitable discharge of a surety or guarantor except full, final, and indefeasible payment or satisfaction in full of the Guaranteed Obligations.
8. This Guaranty is a continuing one. All liabilities to which this Guaranty applies, or to which it may apply, under the terms hereof shall be conclusively presumed to have been created in reliance hereon. No failure or delay on the part of Trunkline in exercising any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein expressly specified are cumulative and not exclusive of any rights or remedies which Trunkline would otherwise have. No notice to or demand on Guarantor in any case shall entitle Guarantor to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of Trunkline to any other or further action in any circumstances without notice or demand. It is not necessary for Trunkline to inquire

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into the capacity or powers of Shipper or the officers, directors, partners or agents acting or purporting to act on its behalf.

9. Guarantor hereby agrees with Trunkline that it will not exercise any right of subrogation that it may at any time otherwise have as a result of this Guaranty (whether contractual, under the United States Bankruptcy Code, 11 U.S.C. §§101 et seq., as amended or otherwise), until all Guaranteed Obligations have been fully, finally, and indefeasibly paid or satisfied in full (it being understood that Guarantor is not waiving any right of subrogation that it may otherwise have but is only waiving the exercise thereof as provided above).
10. (a) Guarantor waives any right (except as shall be required by applicable statute and cannot be waived) to require Trunkline to: (i) proceed against Shipper, any other guarantor of the Guaranteed Obligations or any other party; (ii) proceed against or exhaust any security held from Shipper, any other guarantor of the Guaranteed Obligations or any other party; or (iii) pursue any other remedy in Trunkline's power whatsoever. Other than with respect to the Retained Defenses, Guarantor waives any defense based on or arising out of any defense of Shipper, Guarantor, any other guarantor of the Guaranteed Obligations or any other party other than full, final, and indefeasible payment or satisfaction in full of the Guaranteed Obligations, including, without limitation, other than with respect to the Retained Defenses, any defense based on or arising out of the disability of Shipper, Guarantor, any other guarantor of the Guaranteed Obligations or any other party, or the unenforceability of the Guaranteed Obligations or any part thereof from any cause, or the cessation from any cause of the liability of Shipper other than full, final, and indefeasible payment or satisfaction in full of the Guaranteed Obligations.
11. In order to induce Trunkline to enter into the Agreement, Guarantor represents, warrants, and covenants that:
  - (a) Status. Guarantor (i) is a duly organized and validly existing corporation in good standing under the laws of the jurisdiction of its organization, (ii) has the corporate power and authority to own or lease its property and assets and to transact the business in which it is engaged and presently proposes to engage and (iii) is duly qualified and is authorized to do business and is in good standing in each jurisdiction where the conduct of its business requires such qualification, except for failures to be so qualified which, individually or in the aggregate, could not reasonably be expected to have a material adverse effect on the results of operations or financial condition of Guarantor and its subsidiaries, taken as a whole.

*Confidential*

(b) Power and Authority. Guarantor has the corporate power and authority to execute, deliver and perform the terms and provisions of this Guaranty and has taken all necessary corporate action to authorize the execution, delivery and performance by it of this Guaranty. Guarantor has duly executed and delivered this Guaranty and this Guaranty constitutes the legal, valid and binding obligation of Guarantor enforceable in accordance with its terms, except to the extent that the enforceability hereof and thereof may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws affecting creditors' rights generally and by equitable principles (regardless of whether enforcement is sought in equity or at law).

(c) No Violation. Neither the execution, delivery, or performance by Guarantor of this Guaranty, nor compliance by it with the terms and provisions hereof and thereof (i) will contravene any applicable provision of any law, statute, rule, or regulation, or any order, writ, injunction, or decree of any court or governmental instrumentality, (ii) will conflict or be inconsistent with or result in any breach of any of the terms, covenants, conditions, or provisions of, or constitute a default under, or result in the creation or imposition of (or the obligation to create or impose) any lien upon any of the property or assets of Guarantor or any of its subsidiaries pursuant to the terms of, any indenture, mortgage, deed of trust, credit agreement, or loan agreement or any other material agreement, contract, or instrument to which Guarantor or any of its subsidiaries is a party or by which it or any of its property or assets is bound or to which it may be subject, or (iii) will violate any provision of the certificate of incorporation, by-laws or similar documents, instruments, or certificates (including amendments thereto) executed, adopted or filed in connection with the creation, formation, or organization of Guarantor or any of its subsidiaries.

(d) Governmental Approvals. No order, consent, approval, license, authorization or validation of, or filing, recording or registration with (except as have been obtained or made), or exemption by, any governmental or public body or authority, or any subdivision thereof, is required to authorize, or is required in connection with, (i) the execution, delivery, and performance of this Guaranty or (ii) the legality, validity, binding effect, or enforceability of this Guaranty.

(e) Litigation. There are no actions, suits, or proceedings pending or, to the best knowledge of Guarantor, threatened (i) which purport to affect the legality, validity, or enforceability of this Guaranty or (ii) that could reasonably be expected to have a material adverse effect on the results of operations or financial condition of Guarantor and its subsidiaries, taken as a whole.

(f) The signatory party below has full authority to execute this Guaranty and to bind the Guarantor to its obligations herein.

*Confidential*

12. This Guaranty shall be binding upon Guarantor and the successors and permitted assigns of Guarantor and shall inure to the benefit of and be enforceable by Trunkline and its successors and permitted assigns. Guarantor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of Trunkline which consent shall not be unreasonably withheld or delayed (and any such attempted assignment or transfer without such consent shall be null and void). Notwithstanding anything to the contrary herein, Trunkline may refuse to provide its consent (and the same shall not be deemed unreasonable) if the proposed assignee fails to satisfy or comply with Trunkline's financial assurance or credit requirements pursuant to a Credit Agreement, if applicable.
13. Except as otherwise provided herein, neither this Guaranty nor any provision hereof may be changed, waived, discharged or terminated except with the written consent of Guarantor and Trunkline.
14. Guarantor acknowledges that an executed (or conformed) copy of the PA and the EFT Agreement has been made available to Guarantor and Guarantor is familiar with the contents thereof.
15. All notices, requests, demands and other communications hereunder will be in writing and will be deemed to have been duly given when (i) delivered by hand (with written acknowledgment of receipt), (ii) sent by electronic transmission ("email") with a copy sent via U.S. mail or overnight courier or (iii) received by the addressee, if sent by a nationally recognized delivery service or other traceable method, in each case to the appropriate address set forth below (or to such other addresses and email addresses as a party may designate by notice to the others); provided that any such deliveries received after normal business hours in the place of business of the receiving party shall be deemed to be received on the next business day:

If to Guarantor, to:

BP Corporation North America Inc.  
201 Helios Way  
Houston, Texas 77079  
Attn: Credit Department  
Email: GNAPstrategiccredit@bp.com

If to Trunkline, to:

Trunkline Gas Company, LLC  
Attn: Credit Risk Management  
1300 Main St.  
Houston, Texas 77002-6803

*Confidential*

Email: regcreditrisk@energytransfer.com

With a copy to:

Trunkline Gas Company, LLC

Attn: Legal Department

1300 Main St.

Houston, Texas 77002-6803

Email: GeneralCounsel.mailbox@energytransfer.com

16.

(a) THIS GUARANTY AND THE RIGHTS AND OBLIGATIONS OF TRUNKLINE AND OF GUARANTOR HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH UNITED STATES FEDERAL LAW AND THE LAW OF THE STATE OF TEXAS WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS.

(b) **WAIVER OF TRIAL BY JURY.** EACH OF GUARANTOR AND TRUNKLINE (BY ITS ACCEPTANCE OF THE BENEFITS OF THIS GUARANTY) HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS GUARANTY OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

17. Guarantor hereby confirms that it is its intention that this Guaranty does not constitute a fraudulent transfer or conveyance for purposes of any bankruptcy, insolvency or similar law, the Uniform Fraudulent Conveyance Act or any similar Federal, state or foreign law. To effectuate the foregoing intention, if enforcement of the liability of Guarantor under this Guaranty would be an unlawful or voidable transfer under any applicable fraudulent conveyance or fraudulent transfer law or any comparable law, then the liability of Guarantor hereunder shall be reduced to the maximum amount for which such liability may then be enforced without giving rise to an unlawful or voidable transfer under any such law.
18. Any provision of this Guaranty held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.
19. This Guaranty reflects the whole and entire agreement of the parties and, with the exception of the Precedent Agreement and EFT Agreement, supersedes all prior agreements related to the subject matter hereof.



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20. In the event this Guaranty or the executed signature page of this Guaranty is delivered by e-mail delivery (including, without limitation, a “.pdf” format data file), such delivery shall create a valid and binding obligation of the Guarantor with the same force and effect as if this Guaranty and/or the executed signature page of this Guaranty were an original thereof.

*[signature page follows]*

*Confidential*

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed and delivered as of the Effective Date.

GUARANTOR:

By: \_\_\_\_\_

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

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

*Confidential***EXHIBIT B****LETTER OF CREDIT FORMAT**

IRREVOCABLE STANDBY LETTER OF CREDIT NO. \_\_\_\_\_

ISSUER: [ISSUING BANK MUST HAVE MINIMUM RATINGS OF A- BY S&P AND A3 BY MOODY'S AND BE HEADQUARTERED IN THE U.S. OR BE THE U.S. BRANCH OF A FOREIGN BANK ]

BENEFICIARY: TRUNKLINE GAS COMPANY, LLC  
ATTN: CREDIT RISK MANAGEMENT  
1300 MAIN STREET  
HOUSTON, TX 77002-6803  
EMAIL: CREDITRISK@ENERGYTRANSFER.COM

APPLICANT: \_\_\_\_\_

AMOUNT: USD \_\_\_\_\_

EXPIRATION: TWELVE (12) MONTHS FROM ISSUANCE DATE

WE HEREBY ISSUE OUR IRREVOCABLE STANDBY LETTER OF CREDIT IN YOUR FAVOR BY ORDER OF AND FOR THE ACCOUNT OF (INSERT APPLICANT'S NAME) AVAILABLE BY YOUR DRAFT(S) DRAWN ON US AT SIGHT AND ACCOMPANIED BY ONE OR MORE OF THE FOLLOWING STATEMENTS PURPORTEDLY SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BENEFICIARY.

1. "WE HEREBY CERTIFY THAT (INSERT APPLICANT'S NAME) HAS FAILED TO MAKE PAYMENT WHEN DUE TO BENEFICIARY OR IS OTHERWISE IN BREACH UNDER THE PRECEDENT AGREEMENT AND/OR THE FIRM TRANSPORTATION SERVICE AGREEMENT(S), IN EITHER CASE, BETWEEN BENEFICIARY AND APPLICANT. THEREFORE, WE HEREBY DEMAND PAYMENT OF USD \$\_\_\_\_\_."

OR

2. "BENEFICIARY IS ENTITLED TO DAMAGES ARISING OUT OF THE REJECTION, REPUDIATION TERMINATION OR BREACH OF THE PRECEDENT AGREEMENT AND/OR THE FIRM TRANSPORT SERVICE AGREEMENT(S) (COLLECTIVELY, THE "AGREEMENTS"), IN EITHER CASE, UNDER THE U.S. BANKRUPTCY CODE, INSOLVENCY OR SIMILAR DEBTOR RELIEF LAW, AND BENEFICIARY HAS INCURRED LOSSES, COSTS, EXPENSES OR DAMAGES AS A RESULT OF SUCH BREACH BY APPLICANT OF ITS OBLIGATIONS UNDER THE AGREEMENT(S). THEREFORE, WE HEREBY DEMAND PAYMENT OF USD\$\_\_\_\_\_."

OR

3. "THE BENEFICIARY HAS RECEIVED NOTICE FROM [ISSUING BANK], AT LEAST NINETY (90) DAYS BEFORE THE EXPIRATION DATE OF THIS LETTER OF CREDIT, THAT [ISSUING BANK] HAS ELECTED NOT TO EXTEND OR RENEW THIS LETTER OF CREDIT FOR AN

*Confidential*

ADDITIONAL ONE YEAR PERIOD, AND APPLICANT HAS NOT PROVIDED TO THE BENEFICIARY AN IRREVOCABLE STANDBY LETTER OF CREDIT ACCEPTABLE TO BENEFICIARY IN REPLACEMENT HEREOF. THEREFORE, WE HEREBY DEMAND PAYMENT OF USD\$\_\_\_\_\_."

OR

4. "THERE HAS OCCURRED THE FILING OF A PETITION BY OR AGAINST APPLICANT SEEKING TO ADJUDICATE APPLICANT AS BANKRUPT OR INSOLVENT OR OTHERWISE COMMENCING, AUTHORIZING OR ACQUIESCING IN THE COMMENCEMENT OF A CASE UNDER ANY BANKRUPTCY, INSOLVENCY OR SIMILAR DEBTOR RELIEF LAW NOW IN EFFECT. THEREFORE, WE HEREBY DEMAND PAYMENT OF USD\$\_\_\_\_\_."

SPECIAL CONDITIONS:

- IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE (1) YEAR FROM THE EXPIRATION DATE HEREOF OR ANY FUTURE EXPIRATION DATE OF THIS LETTER OF CREDIT UNLESS AT LEAST NINETY (90) DAYS PRIOR TO ANY SUCH EXPIRATION DATE, WE NOTIFY YOU BY COURIER THAT WE ELECT NOT TO EXTEND THIS LETTER OF CREDIT FOR ANY SUCH ADDITIONAL PERIOD.
- ALL BANKING CHARGES ARE FOR THE ACCOUNT OF THE APPLICANT.
- DRAW DOCUMENTS MAY BE PRESENTED IN PERSON OR BY COURIER TO [ISSUING BANK'S ADDRESS] OR BY ELECTRONIC TRANSMISSION TO [ISSUING BANK'S EMAIL ADDRESS] OR BY FACSIMILE TO ISSUING BANK'S FAX NUMBER.
- PARTIAL AND/OR MULTIPLE DRAWINGS ARE ALLOWED; HOWEVER, THE TOTAL AMOUNT OF ALL DRAWINGS IS NOT TO EXCEED THE AMOUNT OF THIS CREDIT.
- BENEFICIARY SHALL BE NOTIFIED VIA EMAIL TO **CREDITRISK@ENERGYTRANSFER.COM** WITHIN TWO (2) BUSINESS DAYS OF ISSUING BANK'S RECEIPT OF DRAWING OF ANY DISCREPANCIES NOTED BY ISSUING BANK ON DOCUMENTS PRESENTED.
- PAYMENT OF ANY AMOUNT DRAWN UNDER THIS LETTER OF CREDIT SHALL BE MADE IN IMMEDIATELY AVAILABLE UNITED STATES DOLLARS BY WIRE TRANSFER TO THE ACCOUNT OF BENEFICIARY IN ACCORDANCE WITH THE INSTRUCTIONS SUBMITTED WITH THE PRESENTATION OF DOCUMENTS, NO LATER THAN THE THIRD (3<sup>rd</sup>) BANKING DAY FOLLOWING THE DATE SUCH DEMAND FOR PAYMENT IS PRESENTED OR FAXED IN ACCORDANCE WITH THE LETTER OF CREDIT TERMS.
- THE OBLIGATION OF THE BANK UNDER THIS LETTER OF CREDIT IS THE INDIVIDUAL OBLIGATION OF THE BANK AND IS NO WAY CONTINGENT UPON REIMBURSEMENT WITH RESPECT THERETO, AND/OR UPON THE BANK'S ABILITY TO PERFECT A SECURITY INTEREST OR ANY OTHER REIMBURSEMENT.

*Confidential*

- IN THE EVENT OF AN ACT OF GOD, RIOT, CIVIL COMMOTION, INSURRECTION, WAR OR ANY OTHER CAUSE BEYOND THE BANK'S CONTROL THAT INTERRUPTS OUR BUSINESS (COLLECTIVELY, AN "INTERRUPTION EVENT") AND CAUSES THE PLACE FOR PRESENTATION OF THIS LETTER OF CREDIT TO BE CLOSED FOR BUSINESS ON THE LAST DAY OF PRESENTATION, THE EXPIRY DATE OF THIS LETTER OF CREDIT SHALL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT TO A DATE THIRTY (30) CALENDAR DAYS AFTER THE PLACE FOR PRESENTATION RE-OPENS FOR BUSINESS.
- THE ELECTRONIC TRANSMISSION OR FACSIMILE OF THIS LETTER OF CREDIT SHALL SERVE AS THE OPERATIVE INSTRUMENT UNTIL THE ORIGINAL IS RECEIVED BY THE BENEFICIARY.

WE HEREBY ENGAGE WITH YOU THAT DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED UPON PRESENTATION AT OUR COUNTERS WITHIN THE VALIDITY DATE.

THIS STANDBY LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590 (THE "ISP98"). ANY MATTERS NOT GOVERNED BY ISP98 SHALL BE GOVERNED IN ACCORDANCE WITH NEW YORK LAW WITHOUT REFERENCE TO ANY CHOICE OF LAW DOCTRINE. IN THE EVENT OF ANY CONFLICT, ISP98 SHALL CONTROL.

MARKED VERSION

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FILED SERVICE AGREEMENTS

Non-Conforming Agreements with Negotiated Rates

Contract 24531	DCP South Central Texas LLC
Exhibit A	Contract 24531
Exhibit B	Contract 24531
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Assignment	Contract 24531

Contract 33251	Rover Pipeline LLC
Exhibit A	Contract 33251
Exhibit B	Contract 33251
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Contract 37796	Florida Power & Light Company
Exhibit A	Contract 37796
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<u>Contract 38217</u>	<u>BP Energy Company</u>
<u>Exhibit A</u>	<u>Contract 38217</u>
<u>Exhibit B</u>	<u>Contract 38217</u>
<u>Exhibit C</u>	<u>Contract 38217</u>
<u>Exhibit D</u>	<u>Contract 38217</u>

Executed Service Agreement

Compared to Rate Schedule EFT form of service agreement  
In Trunkline's Fourth Revised Volume No. 1 Tariff

BP Energy Company (Contract No. 38217)



RATE SCHEDULE EFT  
ENHANCED FIRM TRANSPORTATION SERVICE  
FORM OF SERVICE AGREEMENT

CONTRACT NO. 38217

THIS AGREEMENT is made effective as of the 1st day of January, 2024, by and between:

TRUNKLINE GAS COMPANY, LLC, (hereinafter called "Trunkline"), a Delaware Limited Liability Company,

~~and~~  
And

BP ENERGY COMPANY

(hereinafter called "Shipper").

Shipper represents and warrants that Shipper conforms to the requirements of 18 C.F.R.

Section 284.102 (284B - Intrastate Pipelines or Local Distribution Companies) \_\_\_\_\_

Section 284.221 (284G - Interstate Pipelines and Others)           X          

In consideration of the mutual covenants and agreements as herein set forth, both Trunkline and Shipper covenant and agree as follows:

ARTICLE 1 - SERVICE

Trunkline agrees to receive at the Points of Receipt and deliver at the Points of Delivery, on a firm basis, Quantities of Natural Gas up to the daily Quantity (Dt), which shall constitute the Maximum Daily Quantity, stated on Exhibit A.

The Maximum Daily Quantity is stated in delivered Quantities, for which received Quantities must be adjusted for fuel usage and lost or unaccounted for Gas as set out in the then-effective, applicable rates and charges under Trunkline's Rate Schedule EFT.

Exhibit A hereto states the Points of Receipt and Points of Delivery. Exhibit A may be revised from time to time by written agreement between Trunkline and Shipper and, as may be revised, is by this reference incorporated in its entirety into this Agreement and made an integral part hereof. Shipper's Maximum Daily Quantity shall be assigned among the primary Points of Receipt set out on Exhibit A, as well as among the primary Points of Delivery set out on Exhibit A. Such assignment may be changed, subject to the availability of capacity, in accordance with the General Terms and Conditions.

## ARTICLE 2 - TERM

Trunkline shall provide firm Transportation service for Shipper pursuant to this Agreement for the term stated ~~on Exhibit A~~ below.

The primary term shall begin on the later of January 1, 2024 or the In-Service Date (defined below) of the Interim Project, as described in the Parties' Precedent Agreement dated November 23, 2022 (the "Effective Date") and continue for a term of thirteen (13) years (the "Primary Term"). The In-Service Date of the Interim Project shall be the first day of the calendar month following the day on which Trunkline is able to provide firm service under Rate Schedule EFT from the primary points of receipt (set forth in Exhibit A) to the primary point of delivery (set forth in Exhibit A).

## ARTICLE 3 - RATES AND CHARGES

For the services provided or contracted for hereunder, Shipper agrees to pay Trunkline the then-effective, applicable rates and charges under Trunkline's Rate Schedule EFT filed with the Commission, as such rates and charges and Rate Schedule EFT may hereafter be modified, supplemented, superseded, or replaced generally or as to the service hereunder. Trunkline reserves the right from time to time to unilaterally file and to make effective any such changes in the terms or rate levels under Rate Schedule EFT and the applicability thereof, the General Terms and Conditions or any other provisions of Trunkline's Tariff, subject to the applicable provisions of the Natural Gas Act and the Commission's Regulations thereunder.

From time to time Shipper and Trunkline may agree in writing on a level of discount of the otherwise applicable rates and charges hereunder pursuant to the effective applicable provisions of Rate Schedule EFT and subject to the Regulations and Orders of the Commission. For example, Shipper and Trunkline may agree that a specified discounted rate shall apply: (a) only to certain Quantities under this Agreement; (b) only if specified Quantity levels are actually achieved or only with respect to Quantities below a specified level; (c) only during specified time periods; (d) only to specified Points of Receipt, Points of Delivery, mainline segments, transportation paths or defined geographical areas; (e) in a specified relationship to the Quantities actually transported (i.e., that the rates shall be adjusted in a specified relationship to Quantities actually transported); or (f) based on published index prices for specific receipt or delivery points or other agreed upon pricing reference points for price determination (Such discounted rate may be based on the published index price point differential or arrived at by formula. Any Service Agreement containing an index based discount will identify what rate component is discounted. To the extent the firm reservation charge is discounted, the index price differential rate formula shall be calculated to state a rate per unit of Maximum Daily Quantity.); provided, however, that any such discounted rate set forth above shall be between the Maximum Rate and Minimum Rate applicable to the service provided under this Agreement. In addition, the discount agreement may include a provision that if one rate component which was at or below the applicable Maximum Rate at the time the discount agreement was executed subsequently exceeds the applicable Maximum Rate due to a change in Trunkline's Maximum Rates so that such rate component must be adjusted downward to equal the new applicable Maximum Rate, then other rate components may be adjusted upward to achieve the agreed overall rate, so long as none of the resulting rate components exceed the Maximum Rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission order accepts revised Currently Effective Rates. However, nothing contained herein shall be construed to alter a refund obligation under applicable law

for any period during which rates which had been charged under a discount agreement exceeded rates which ultimately are found to be just and reasonable. Any discount shall be effective only on a prospective basis and as specified in the written agreement between Trunkline and Shipper.

From time to time Shipper and Trunkline may agree to a Negotiated Rate for a specified term for service hereunder. Provisions governing such Negotiated Rate and term shall be set forth on Exhibit C to this Service Agreement.

#### ARTICLE 4 - FUEL REIMBURSEMENT

In addition to collection of the rates and charges provided for in Article 3, Trunkline shall retain, as Fuel Reimbursement, the percentage of the Quantities received from Shipper hereunder, as provided pursuant to Rate Schedule EFT.

#### ARTICLE 5 - GENERAL TERMS AND CONDITIONS

This Agreement and all terms for service hereunder are subject to the further provisions of Rate Schedule EFT and the General Terms and Conditions of Trunkline's Tariff, as such may be modified, supplemented, superseded or replaced generally or as to the service hereunder. Trunkline reserves the right from time to time to unilaterally file and to make effective any such changes in the provisions of Rate Schedule EFT and the General Terms and Conditions, subject to the applicable provisions of the Natural Gas Act and the Commission's Regulations thereunder. Such Rate Schedule and General Terms and Conditions, as may be changed from time to time, are by this reference incorporated in their entirety into this Agreement and made an integral part hereof.

Shipper and Trunkline have agreed to the Credit Provisions set forth on Exhibit D to this Service Agreement.

#### ARTICLE 6 - CANCELLATION OF PREVIOUS CONTRACTS

This Agreement supersedes, cancels, and terminates, as of the date(s) stated below, the following Agreement(s) (if any) with respect to the Transportation of Natural Gas between Trunkline and Shipper:

ARTICLE 7 - NOTICES

The Post Office addresses of both Trunkline and Shipper are as follows:

TRUNKLINE

Nomination and Scheduling:

Trunkline Gas Company, LLC  
Attn: Marketing Operations  
P. O. Box 4967  
Houston, Texas -77210-4967  
Phone: (713) 962-9862  
Fax: (713) 286-5402

Pipeline Emergencies:  
(Not to be used for  
any other purpose)

Trunkline Gas Company, LLC  
Attn: Gas Control  
P. O. Box 4967  
Houston, Texas -77210-4967  
Phone: (713) 627-5621  
Toll Free: 1-800-225-3913  
Texas only: 1-800-221-1084

All Other:

Trunkline Gas Company, LLC  
Attn: Customer Services  
P. O. Box 4967  
Houston, Texas -77210-4967  
Phone: (713) 627-4272 or  
1-800-275-7375  
Fax: (713) 989-1178

SHIPPER

Billing: BP Energy Company  
201 Helios Way  
Houston, TX 77079  
Attn: Lawrence Fellers  
(713) 323-5284

Nomination and Scheduling: (1) BP Energy Company  
201 Helios Way  
Houston, TX 77079  
Attn: Marilyn Sonnier  
(713) 323-3202

Emergency: BP Energy Company  
201 Helios Way  
Houston, TX 77079

Attn: Rebecca Birback

(713) 323-4838

All Other: BP Energy Company  
201 Helios Way  
Houston, TX 77079  
Attn: Marilyn Sonnier  
(713) 323-3202

(1) Please provide street address in addition to mailing address.

IN WITNESS WHEREOF, both Trunkline and Shipper have caused this Agreement to be executed in several counterparts by their respective officers or other persons duly authorized to do so.

SHIPPER: BP ENERGY COMPANY

By: \_\_\_\_\_

\_\_\_\_\_  
(Please type or print name)

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

EXECUTED \_\_\_\_\_,  
(Date)

TRUNKLINE GAS COMPANY, LLC

By: \_\_\_\_\_

\_\_\_\_\_  
(Please type or print name)

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

EXECUTED \_\_\_\_\_,  
(Date)

Contract No. 38217  
Amendment No. \_\_\_\_\_

EXHIBIT A  
Transportation Agreement  
For  
Enhanced Firm Service  
Under Rate Schedule EFT  
Between  
Trunkline Gas Company, LLC

and BP ENERGY COMPANY  
Contract No. 38217

Effective Date: The Effective Date as defined in Article 2 of this Agreement  
Supersedes Exhibit A dated: \_\_\_\_\_

Maximum Daily Quantity for each specified period of the Agreement:

Effective from the Effective Date through a period of three (3) years (the "Initial MDQ Period"): 300,000  
Dt.

Effective from the end of the Initial MDQ Period through the end of the Primary Term (the "Reduced  
MDQ Period"): 150,000 Dt

SHIPPER: BP ENERGY COMPANY

BY: \_\_\_\_\_

\_\_\_\_\_  
(Please type or print name)

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

Executed: \_\_\_\_\_

TRUNKLINE GAS COMPANY, LLC

BY: \_\_\_\_\_

\_\_\_\_\_  
(Please type or print name)

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

Executed: \_\_\_\_\_

Contract No. 38217  
Amendment No. \_\_\_\_\_

EXHIBIT A

Transportation Agreement  
For  
Enhanced Firm Service  
Under Rate Schedule EFT

Primary Points of Receipt

<u>Seq. No.</u>	<u>Received From</u>	<u>Location</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>	<u>MDRO (Net of Fuel Reimbursement)</u>
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Effective from: \_\_\_\_\_ Through: \_\_\_\_\_ the Effective Date through  
April 30, 2025:

<u>1</u>	<u>TIGER INTERCONNECT 22</u>	<u>RICHLAND</u>	<u>LA</u>	<u>82752</u>	<u>300,000</u>
	<u>- ETC TIGER PIPELINE</u>				

Effective from May 1, 2025 through the end of the Initial MDQ Period:

<u>1</u>	<u>TIGER INTERCONNECT 22</u>	<u>RICHLAND</u>	<u>LA</u>	<u>82752</u>	<u>150,000</u>
	<u>- ETC TIGER PIPELINE</u>				

<u>2</u>	<u>Regency Intrastate Gas Interconnect</u>	<u>CALDWELL</u>	<u>LA</u>	<u>82804</u>	<u>150,000</u>
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Effective during the Reduced MDQ Period through the remainder of the Primary Term:

<u>1</u>	<u>Regency Intrastate Gas Interconnect</u>	<u>CALDWELL</u>	<u>LA</u>	<u>82804</u>	<u>150,000</u>
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Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Zone</u>	<u>Operated and Maintained by</u>	<u>_____ Atmos. _____ Pres. - _____ (Psia)</u>
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Effective from: \_\_\_\_\_ Through: \_\_\_\_\_ the Effective Date through  
April 30, 2025:



1	EXISTING	Z1A	TRUNKLINE GAS COMPANY, LLC	14.4
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Effective from May 1, 2025 through the end of the Initial MDQ Period:

1	EXISTING	Z1A	TRUNKLINE GAS COMPANY, LLC	14.4
2	EXISTING	Z1A	REGENCY INTRASTATE GAS LP	14.4

Effective during the Reduced MDQ Period through the remainder of the Primary Term:

1	EXISTING	Z1A	REGENCY INTRASTATE GAS LP	14.4
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#### Secondary Points of Receipt

Shipper shall have secondary Points of Receipt as set forth in Section 2.1 of Trunkline's Rate Schedule EFT.

EXHIBIT A

Transportation Agreement  
For  
Enhanced Firm Service  
Under Rate Schedule EFT

Primary Points of Delivery

Seq. No.      Delivered To      Location      County      State      Meter No.      MDDO

Effective from: \_\_\_\_\_ Through: \_\_\_\_\_ the Effective Date through  
March 31, 2025:

1 SABINE @ LAKE CHARLES	CALCASIEU	LA	80715	45,000
2 GULF SOUTH LONCOLN ROAD	CALCASIEU	LA	GSTGC	70,000
3 LA STORAGE	BEAUREGARD	LA	93084	35,000
4 SONAT SHADYSIDE	ST MARY	LA	81738	90,000
5 ACADIAN	ST MARY	LA	80706	5,000
6 BRIDGELINE	ST MARY	LA	80578	5,000
7 HENRY HUB HIGH PRESSURE	VERMILION	LA	80721	50,000

Effective from April 1, 2025 through the effective date of the Reduced MDQ Period:

1 SABINE @ LAKE CHARLES	CALCASIEU	LA	80715	45,000
2 GULF SOUTH LONCOLN ROAD	CALCASIEU	LA	GSTGC	70,000
3 LA STORAGE	BEAUREGARD	LA	93084	35,000
4 SONAT SHADYSIDE	ST MARY	LA	81738	90,000
5 ACADIAN	ST MARY	LA	80706	25,000
6 BRIDGELINE	ST MARY	LA	80578	35,000

Effective from the effective date of the Reduced MDQ Period through the remainder of the Primary Term:

1 SONAT SHADYSIDE	ST MARY	LA	81738	90,000
2 ACADIAN	ST MARY	LA	80706	25,000
3 BRIDGELINE	ST MARY	LA	80578	35,000

<u>Seq. No.</u>	<u>Description of Facilities</u>			<u>Atmos. Pres. (Psia)</u>
	<u>Existing/ Proposed</u>	<u>Zone</u>	<u>Operated and Maintained by</u>	

Effective from: \_\_\_\_\_ Through: \_\_\_\_\_ the Effective Date through  
March 31, 2025

1	EXISTING	WLA	SABINE PIPE LINE,	14.4
2	EXISTING	WLA	GULF SOUTH PIPELINE COMPANY, L.P.	14.7
3	EXISTING	WLA	LA STORAGE, LLC	14.7
4	EXISTING	ELA	SOUTHERN NATURAL GAS COMPANY, L.L.C.	14.7
5	EXISTING	ELA	ACADIAN GAS PIPELINE SYSTEM	14.7
6	EXISTING	ELA	BRIDGELINE HOLDINGS, L.P.	14.7
7	EXISTING	ELA	SABINE PIPE LINE LLC	14.7

Effective from April 1, 2025 through the effective date of the Reduced MDQ Period:

1	EXISTING	WLA	SABINE PIPE LINE, LLC	14.4
2	EXISTING	WLA	GULF SOUTH PIPELINE COMPANY, L.P.	14.7
3	EXISTING	WLA	LA STORAGE, LLC	14.7
4	EXISTING	ELA	SOUTHERN NATURAL GAS COMPANY, L.L.C.	14.7
5	EXISTING	ELA	ACADIAN GAS PIPELINE SYSTEM	14.7
6	EXISTING	ELA	BRIDGELINE HOLDINGS, L.P.	14.7

Effective from the effective date of the Reduced MDQ Period through the remainder of the Primary Term:

1	EXISTING	ELA	SOUTHERN NATURAL GAS COMPANY, L.L.C.	14.7
2	EXISTING	ELA	ACADIAN GAS PIPELINE SYSTEM	14.7
3	EXISTING	ELA	BRIDGELINE HOLDINGS, L.P.	14.7

#### Secondary Points of Delivery

Shipper shall have secondary Points of Delivery as set forth in Section 2.2 of Trunkline's Rate Schedule EFT.

## EXHIBIT B

Reserved for Future Use

EXHIBIT C

Transportation Agreement  
For  
Enhanced Firm Service  
Under Rate Schedule EFT  
Contract No. 38217

NEGOTIATED RATE AGREEMENT

Shipper agrees to the Negotiated Rate option in accordance with Section 3.10 of Rate Schedule EFT and notifies Trunkline that it desires to be billed, and agrees to pay, the charges specified below for the period commencing \_\_\_\_\_, on the Effective Date and continuing until \_\_\_\_\_, through the Primary Term and any Extension Period. Shipper acknowledges that this election is an alternative to the billing of charges set forth on the Currently Effective Rates for Rate Schedule EFT, as revised from time to time. Shipper also acknowledges that its election constitutes waiver of its reliance on and its right to use the recourse rates which are available to it under the Rate Schedule EFT.

**-Specification of Negotiated Rate during the Initial MDQ Period:**

Reservation Rate: \$0.2000/MMBtu

Usage, Fuel, and Surcharge Rate: Tariff Rates

CQ: 300,000 MMBtu/day

Primary Receipt Point(s): For the applicable periods, the points and corresponding MDROs set forth on Exhibit A.

Secondary Receipt Point(s): All existing and future interconnecting Trunkline Z1A, Z1A Pool and Trunkline field Zone REC LOCs and BI-DIR LOCs.

Primary Delivery Point(s): For the applicable periods, the points and corresponding MDDOs set forth on Exhibit A.

Secondary Delivery Point(s): All existing and future interconnecting Trunkline Field Zone DEL LOCs and BI-DIR LOCs.

Rate Applicable to Change in Primary Delivery Point(s) up to 300,000 Dt: For the first year (365 Days) following the Effective Date of Shipper's Rate Schedule EFT Agreement, Trunkline agrees that the negotiated reservation rate will apply to a change in the Primary Delivery Point requested by Shipper within that one year period in accordance with Tariff procedures, provided that such rate shall only be available for one change during the winter season (November 1 through March 31) and one change during the summer season (April 1 through October 31); provided further, however, that the new

Primary Delivery Point is in the same service area/zone as the original Primary Delivery Point and the request is subject to available capacity at the time of the request. For example, subject to available capacity, Shipper's timely and eligible request to change its Henry Hub High Pressure Primary Delivery Point with a MDDO of 150,000 MMBtu/day to a different Primary Delivery Point in the East Louisiana Service Area will be subject to the above negotiated reservation rate of \$0.2000/MMBtu. The reservation rate applicable to any other requests to change Primary Delivery Points that are not eligible for the negotiated reservation rate as set forth above (regardless of whether such requested new Primary Delivery Point is in the same service area) shall be subject to the maximum tariff rate, unless otherwise mutually agreed between Trunkline and Shipper.

**Specification of Negotiated Rate during the Reduced MDQ Period:**

Reservation Rate: \$0.2000/MMBtu

Usage, Fuel, and Surcharge Rate: Tariff Rates

CQ: 150,000 MMBtu/day

Primary Receipt Point(s): For the applicable periods, the points and corresponding MDROs set forth on Exhibit A.

Secondary Receipt Point(s): All existing and future interconnecting Trunkline Z1A, Z1A Pool and Trunkline field Zone REC LOCs and BI-DIR LOCs.

Primary Delivery Point(s): For the applicable periods, the points and corresponding MDDOs set forth on Exhibit A

Secondary Delivery Point(s): All existing and future interconnecting Trunkline Field Zone DEL LOCs and BI-DIR LOCs.

Rate Applicable to Change in Primary Delivery Point(s) up to 150,000 Dt: From January 1, 2027 through December 31, 2027, Trunkline agrees that the negotiated reservation rate will apply to a change in the Primary Delivery Point requested by Shipper in accordance with Tariff procedures, provided that such rate shall only be available for one change during the first 365 days of the Reduced MDQ Period; provided further, however, that the new Primary Delivery Point is in the same service area/zone as the original Primary Delivery Point and the request is subject to available capacity at the time of the request. Each Primary Delivery Point change that does not meet the criteria above shall be subject to a \$0.02 increase per Dth to the negotiated reservation rate, not to exceed the maximum rate in effect from time to time.

Negotiated Rate Agreement Signature Page

SHIPPER: BP ENERGY COMPANY

BY: \_\_\_\_\_

\_\_\_\_\_  
(Please type or print name)

TRUNKLINE GAS COMPANY, LLC

BY: \_\_\_\_\_

\_\_\_\_\_  
(Please type or print name)

DATED: \_\_\_\_\_

SUPERSEDES EXHIBIT C DATED: \_\_\_\_\_

EXHIBIT D

Transportation Agreement  
For  
Enhanced Firm Service  
Under Rate Schedule EFT  
Contract No. 38217

CREDIT AGREEMENT



**Creditworthiness**

**Trunkline Gas Company, LLC**  
**RATE SCHEDULE EFT**  
**TRANSPORTATION AGREEMENT NO. \_\_\_\_\_**  
**DATED \_\_\_\_\_**

**CREDIT AGREEMENT**

This Credit Agreement, dated as of this 22nd day of November, 2022, (“Credit Agreement”) is by and between Trunkline Gas Company, LLC (“Transporter”) and the BP Energy Company (“Shipper”). Transporter and Shipper may sometimes be referred to herein individually as a “Party”, or together as the “Parties”.

WHEREAS, contemporaneously herewith, Transporter and Shipper have entered into a Precedent Agreement concerning an early in-service date for a portion of the previously FERC-certificated facilities for its Pipeline Modifications Project in order to provide interim service prior to the service planned to the Lake Charles LNG facility (the “Interim Project”), and pursuant to which the Parties, subject to certain terms and conditions set forth in the Precedent Agreement, will enter into an EFT Agreement (the “EFT Agreement”); and

WHEREAS, pursuant to paragraph 6 of the Precedent Agreement, Shipper is required to comply with the requirements set forth in this Credit Agreement relating to its obligations and the level of interim capacity subscribed under the Precedent Agreement and the EFT Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and intending to be legally bound, Transporter and Shipper agree to the following:

1. Shipper, at all times, must satisfy the creditworthiness criteria, or otherwise provide such Credit Support (as defined below), as set forth under this Credit Agreement:

(A) Shipper shall be deemed “Creditworthy” hereunder as of the execution of the Precedent Agreement and during the term of the Precedent Agreement and any extension thereof *if*:

(i) its long-term senior unsecured debt securities, at such time, are rated at least ‘BBB-’ by Standard & Poor’s or its successor (“S&P”) and rated at least ‘Baa3’ by Moody’s Investors Service, Inc. or its successor (“Moody’s”) (any such debt rating, irrespective of the actual rating, a “Debt Rating”), provided however, that if Shipper is rated by either S&P or Moody’s alone, that Debt Rating alone shall be determinative. If the Shipper has no Debt Rating(s), the S&P Issuer Credit Rating and/or Moody’s Long Term Issuer Rating will be substituted, and as such, these ratings are included in the defined term, “Debt Rating”. In the event the Debt Rating(s) issued by S&P and Moody’s are assigned at levels that are not equivalent, the lower rating shall apply to determine whether such entity is Creditworthy.

For the avoidance of doubt, in the event Shipper does not have Debt Rating(s) assigned by S&P or Moody’s at the time of execution of the Precedent Agreement, but

subsequently receives a Debt Rating(s), then for purposes of determining creditworthiness pursuant to Section 1(A)(i) above, such Debt Rating(s) shall serve as original Debt Rating(s) effective as of the execution of the Precedent Agreement.

(B) If Shipper is deemed not or no longer “Creditworthy” pursuant to Section 1(A)(i) above, then Shipper shall thereafter maintain any of the following credit support instruments (Guaranty, cash deposit, Letter of Credit or cash proceeds thereof, all individually or collectively, known as “Credit Support”) as set forth below:

(i) an absolute, irrevocable, unconditional guaranty in the form set forth in Exhibit A (“Guaranty”), from a direct or indirect parent or affiliate of Shipper or other third party that is deemed “Creditworthy” pursuant to Section 1(A)(i) above and that is otherwise acceptable to Transporter, in Transporter’s sole judgment (such third party, “Guarantor”), which Guaranty shall guarantee the full and faithful performance and payment of all of Shipper’s obligations under this Precedent Agreement and the EFT Agreement, including but not limited to damages, and any such Guaranty will remain outstanding for the benefit of the Transporter throughout the term of the Precedent Agreement and EFT Agreement and any extension thereof.

(ii) a cash deposit or an irrevocable standby letter of credit that is in the form set forth in Exhibit B hereto (“Letter of Credit”) and issued by a bank which is a U. S. bank or the U.S. branch of a foreign bank deemed “Creditworthy” pursuant to Section 1(A)(i) and otherwise acceptable to Transporter, in Transporter’s sole judgment, in either case securing the full and faithful performance and payment of all of Shipper’s obligations for the entire term under this Precedent Agreement and the EFT Agreement, as may be extended from time to time, and in either case such cash deposit or Letter of Credit, or any combination thereof, shall equal to the total aggregate dollar value of 12 months of reservation charges due from Shipper for the Contract MDQ under the EFT Agreement, as may be extended from time to time. If Shipper’s Creditworthy parent company provides a Guaranty to Transporter pursuant to Section 1(B)(i) above, subject to Section 1(B)(iii) below, Shipper shall not be required to provide a cash deposit or Letter of Credit upon execution of the Precedent Agreement.

(iii) At any time during the term of this Precedent Agreement and the EFT Agreement, in the event any of the Debt Rating(s) assigned to Shipper, Shipper’s Guarantor or parent company, as applicable, is assigned a negative outlook, then the amount of Letter of Credit or cash deposit shall increase to the *lesser* of (i) 18 months of reservation charges due from Shipper for the Contract MDQ or (ii) the number of months of reservation charges remaining in the term under the EFT Agreement, as may be extended from time to time. Furthermore, in the event that any of the Debt Rating(s) assigned to Shipper, Shipper’s Guarantor, or parent company, as applicable, no longer complies with the Creditworthy standard as set forth above, then the amount of Letter of Credit or cash deposit shall increase to the *lesser* of (i) 24 months of reservation charges due from Shipper for the Contract MDQ or (ii) the number of months of reservation charges remaining in the term under the EFT Agreement, as may be extended from time to time.

In the event the Shipper or its parent company is not rated by either S&P and/or Moody’s and the Shipper or its parent company has experienced a material deterioration in its financial condition, including but not limited to, either as evidenced by audited financial statements provided by Shipper or its parent company to Transporter or as evidenced by a

material adverse change to Shipper or its parent company, as determined in Transporter's sole discretion, then the amount of Letter of Credit or cash deposit previously posted by Shipper shall be increased to the *lesser* of (i) 36 months of reservation charges due from Shipper for the Contract MDQ or (ii) the number of months of reservation charges remaining in the term under the EFT Agreement, as may be extended from time to time.

(C) At any time while either this Precedent Agreement or the EFT Agreement, as may be extended from time to time, is effective, if Transporter determines that, as of such time, (i) any Guarantor of Shipper or (ii) any bank that issued a Letter of Credit in favor of Transporter is no longer deemed "Creditworthy", then Transporter may submit a written notice of such determination to Shipper (which notice shall provide Transporter's basis for such determination), and within five (5) business days after Shipper's receipt of such notice from Transporter, Shipper shall deliver to Transporter, and shall thereafter maintain, alternative Credit Support in accordance with Section 1(B)(ii).

(D) For any irrevocable standby Letter of Credit, whether an original or replacement Letter of Credit, that is provided to Transporter such Letter of Credit shall permit partial draws and shall have an expiry date no earlier than (a) twelve (12) calendar months after issuance thereof and (b) ninety (90) days after the end of the term of the Precedent Agreement and the Primary Term of the EFT Agreement or any extension thereof. With respect to any Letter of Credit, Shipper shall furnish extensions or replacements of such Letter of Credit at least ninety (90) days prior to the expiration thereof, from time to time until the expiration of both the Precedent Agreement and EFT Agreement, as may be extended from time to time. All extensions or amendments of the Letter of Credit shall be delivered to Transporter in a form and from a bank deemed Creditworthy and otherwise acceptable to Transporter; provided, however, that any automatic renewal or extension of a Letter of Credit in accordance with the terms thereof shall be deemed to satisfy Shipper's obligation to furnish extensions or replacements of such Letter of Credit. Transporter shall have the right to draw against any outstanding Letter of Credit upon: (a) Shipper's failure to make any payment when due under either the Precedent Agreement and/or the EFT Agreement; or (b) Shipper's failure or refusal to timely deliver any applicable extension, amendment or replacement of an outstanding Letter of Credit as provided herein; or (c) the rejection, repudiation, or breach of the Precedent Agreement, the EFT Agreement and/or any related agreement under any bankruptcy, insolvency or similar debtor relief law now or hereinafter in effect; or (d) the filing of a petition by or against Shipper seeking to adjudicate Shipper as bankrupt or insolvent or otherwise commencing, authorizing, or acquiescing in the commencement of a case under any bankruptcy, insolvency or similar debtor relief law now or hereinafter in effect. If Transporter draws on a Letter of Credit in part or in whole, Shipper shall immediately, and in no event later than three (3) business days thereafter, provide a replacement Letter of Credit in, or increase an existing Letter of Credit to, the amount required by Section 1(B)(ii) or Section 1(B)(iii), as applicable. Any draw made by Transporter under a Letter of Credit shall *not* relieve Shipper of any liabilities, deficiencies, costs, expenses or damages beyond what is drawn under such Letter of Credit. The Letter of Credit (representing any undrawn portion thereof), to the extent it still remains, or any cash deposit held by Transporter shall be returned to Shipper, at the Transporter's election, on or before the sixtieth (60th) day after the *later* to occur of (a) the date on which both the Precedent Agreement and the EFT Agreement have terminated or expired and (b) the date on which all of Shipper's performance and payment obligations under the Precedent Agreement and the EFT Agreement (including,

without limitation, any damages arising from either such agreement) have been fulfilled as determined by the Transporter.

(E) Credit Support in the form of a cash deposit or proceeds from draws under a Letter of Credit may be applied by Transporter, in its sole discretion, against any unpaid invoices due from Shipper, losses, costs, expenses or damages as a result of a breach by Shipper of any of its obligations (including a breach arising out of the rejection, repudiation or breach of either the Precedent Agreement or the EFT Agreement under the U.S. Bankruptcy Code, insolvency or similar debtor relief law) under either the Precedent Agreement or the EFT Agreement for which Transporter is legally entitled to receive payment. If the application of a cash deposit or proceeds from draws under a Letter of Credit fully extinguishes such Credit Support and the Precedent Agreement or the EFT Agreement is still in effect, Shipper shall immediately thereafter provide a replacement Letter of Credit, or replacement cash deposit in the amount required by Section 1(B)(ii) or Section 1(B)(iii), as applicable. Any application of a cash deposit or proceeds from draws made by Transporter under a Letter of Credit shall **not** relieve Shipper of any liabilities, deficiencies, costs, expenses or damages beyond what is drawn under such Letter of Credit or application of such cash deposit.

(F) Notwithstanding anything in Section 1(B) hereof, in the event Shipper provides credit support pursuant to Section 1(B)(ii) or Section 1(B)(iii) hereof, but thereafter satisfies Section 1(A)(i), Shipper's Guaranty, Letter of Credit (representing any undrawn portion thereof, to the extent it still remains), or any cash deposit held by Transporter, as applicable, shall be returned to Shipper's bank or Shipper's Guarantor, as applicable, within thirty (30) days after written demand is received by Transporter; provided, however, that the provisions of Section 1(B) shall again apply should Shipper fail to be "Creditworthy" at any time thereafter.

(G) Except to the extent of any amounts paid to the Transporter, the use, application or retention of credit support, or any portion thereof, by Transporter shall not (subject to any applicable limitations on damages to which Transporter has agreed in writing) prevent Transporter from exercising any other right or remedy provided under the Precedent Agreement, the EFT Agreement, Transporter's FERC Gas Tariff, or which Transporter may have at law or in equity, by statute or regulation, and shall not operate as a limitation on any recovery to which Transporter may otherwise be entitled. For the avoidance of doubt, Transporter shall not be permitted any additional or duplicative recovery for any damages, payments, or other amounts for which Transporter has received payments or other compensation pursuant to the terms of this Credit Agreement or any Credit Support.

2. Notice. Except as herein otherwise provided, any notice, request, demand, statement, or bill provided for in this Credit Agreement, or any notice which either Party desires to give to the other, must be in writing and will be considered duly delivered if delivered by hand, by nationally recognized overnight courier service, electronic transmission (E-mail) or by certified mail (postage prepaid, return receipt requested) to the other Party's address set forth below:

Transporter:

Trunkline Gas Company, LLC

1300 Main St.  
Houston, Texas 77002-6803  
Attention: Credit Risk Management  
Phone No.: 713-989-7023  
Email: regcreditrisk@energytransfer.com

With copy to:  
Trunkline Gas Company, LLC  
1300 Main St.  
Houston, Texas 77002-6803  
Attention: Legal Department  
Email: GeneralCounsel.mailbox@energytransfer.com

Shipper: BP Corporation North America Inc.  
201 Helios Way  
Houston, Texas 77079  
Attention: Credit Department  
Email : GNAGPstrategiccredit@bp.com

or at such other address as either Party designates by written notice. Notice given by courier, certified mail, or E-mail shall be deemed to occur at the time of actual receipt; or, if receipt is refused or rejected, upon attempted delivery, provided, however, that if receipt occurs after normal business hours or on a weekend or national holiday, then delivery shall be deemed to occur on the next business day.

3. Modifications. Except as provided otherwise in this Credit Agreement, no modification of the terms and provisions of this Credit Agreement shall be effective unless contained in writing and executed by both Transporter and Shipper.

4. CHOICE OF LAW. THIS CREDIT AGREEMENT SHALL BE INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT OF LAW RULES THAT MAY REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS CREDIT AGREEMENT.

5. Capacity Release or Assignment. This Credit Agreement and the obligations of the Parties hereunder shall apply to any subsequent permissible acquiring shipper(s) under the EFT Agreement or assignee(s) of the Precedent Agreement; provided, however, if Transporter determines, at its sole discretion, that an acquiring shipper or assignee is not "Creditworthy," Transporter shall have the right to demand Credit Support to secure the acquiring shipper's full payment obligations under the replacement EFT Agreement. In the event that Shipper (or its successors) desires to assign or release its interest in the Precedent agreement or the executed EFT Agreement, as applicable, the assignee or acquiring shipper (under capacity release), shall be required to enter into a new Credit Agreement in its own name.

6. Rules and Regulations. This Credit Agreement and the obligations of the Parties hereunder are subject to all applicable laws, rules, orders and regulations of governmental

authorities having jurisdiction and, in the event of conflict, such laws, rules, orders and regulations of governmental authorities having jurisdiction shall control.

7. Counterparts. This Credit Agreement may be executed by electronic means (including by PDF) and in multiple counterparts, each of which when so executed shall be deemed an original, but all of which shall constitute one and the same agreement.

*[signature page follows]*

IN WITNESS WHEREOF, the Parties hereto have caused this Credit Agreement to be duly executed by their duly authorized officers as of the day and year first above written.

**TRUNKLINE GAS COMPANY, LLC**

By: \_\_\_\_\_

Name: Beth Hickey

Title: SVP - Commercial Operations

Date: November 22, 2022

**BP ENERGY COMPANY**

By: \_\_\_\_\_

Name: Tim Weithman

Title: Attorney in Fact

Date: November 22, 2022

**EXHIBIT A**

**GUARANTY**

THIS GUARANTY (this "Guaranty") is made and entered into and effective as of **[DATE]**, **(the "Effective Date")**, by BP Corporation North America Inc., a Delaware corporation ("Guarantor"), in favor of **Trunkline Gas Company, LLC**, a Delaware limited liability company, ("Trunkline").

**WITNESSETH:**

WHEREAS, BP Energy Corporation, a Delaware corporation, has entered into the Precedent Agreement, dated as of \_\_\_\_\_ (as such agreement may from time to time be modified, supplemented, amended, or extended, the "PA"). Except as otherwise defined herein, any capitalized term used herein and defined in the PA (as defined above) shall have the meaning given to such term by the PA;

WHEREAS, BP Energy Corporation (including its successors and permitted assigns under Section 7 of the PA, "Shipper") is an affiliate of Guarantor;

WHEREAS, the PA contemplates that, subject to the satisfaction of certain conditions specified in the PA, Trunkline and Shipper will enter into a firm transportation service agreement and a negotiated rate agreement for firm transportation service in accordance with the PA (as such agreements may from time to time be modified, supplemented, amended, or extended (the "EFT Agreement"));

WHEREAS, Shipper has certain obligations to pay for firm transportation service in connection with the PA and the EFT Agreement (all such obligations of Shipper, including the obligation of Shipper to pay all amounts due under the EFT Agreement, including but not limited to, any damages that may be incurred or have been incurred by Trunkline, referred to as the "Guaranteed Obligations");

WHEREAS, Trunkline entered into the PA with Shipper on the condition that Trunkline receive certain assurances regarding payment of the Guaranteed Obligations, and Guarantor is willing to provide such assurances in accordance with the terms and conditions of this Guaranty; and

WHEREAS, Guarantor acknowledges that it will be substantially benefited by the execution and delivery of the PA.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Guarantor hereby agrees as follows:



1. Guarantor hereby absolutely, irrevocably, and unconditionally guarantees to Trunkline the payment by Shipper of any and all Guaranteed Obligations under the PA and the EFT Agreement due and payable from time to time during the Primary Term, but not to exceed \$USD 66,000,000.00 (\$USD sixty-six million) in the aggregate (the "Cap"); provided, however, in the event the Parties extend the EFT Agreement pursuant to Article 2 thereof, upon such event and continuing thereafter through the end of the extended term, the Cap on the Guaranteed Obligations shall automatically increase to an aggregate amount of \$USD 285,000,000.00 (\$USD Two Hundred-Eighty-Five million). The Cap(s) shall be inclusive of all payments for firm transportation services, damages, interest, reasonably attorneys' fees and expenses, costs of collection, and any other amounts, subject to any applicable grace period(s) or extensions to the applicable due date, even if any such payments are deemed to be damages, pursuant to the PA and the EFT Agreement. Except as the same comprise Guaranteed Obligations under the express terms of the PA and the EFT Agreement, Guarantor shall not be liable hereunder for any consequential, incidental, punitive or indirect damages whether in tort or contract. As a condition precedent to each payment under this Guaranty, a demand by Trunkline for payment hereunder shall be in writing, signed by a duly authorized representative of Trunkline and delivered to Guarantor pursuant to Section 16 "Notices" hereof, and shall (a) reference this Guaranty, (b) specifically identify Trunkline, the nature of the default, and the Guaranteed Obligations to be paid and (c) set forth payment instructions, including bank name, routing number and bank account number. There are no other requirements of notice, presentment or demand. Guarantor shall pay, or cause to be paid, such Guaranteed Obligations within five (5) business days of receipt of such demand.
2. This Guaranty shall constitute a guaranty of payment and not merely a guaranty of collection. This Guaranty (i) is a continuing guaranty and shall remain in full force and effect until all of the Guaranteed Obligations and other expenses guaranteed pursuant to this Guaranty have been indefeasibly paid in full; and (ii) shall continue to be effective or shall be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations is rescinded, avoided or rendered void as a preferential transfer, impermissible set-off, fraudulent conveyance or must otherwise be returned or disgorged by Trunkline upon the insolvency, bankruptcy or reorganization of either Shipper or Guarantor or otherwise, all as though such rescinded, avoided or voided payment had not been made, and notwithstanding any action or failure to act on the part of Trunkline in reliance on such payment. Any prior release from the terms of this Guaranty shall be reinstated in full force and effect.
3. The liability of Guarantor hereunder is exclusive and independent of any security for or other guaranty of the payment by Shipper of the Guaranteed Obligations, whether

executed by Guarantor, any other guarantor or any other party. This Guaranty shall automatically terminate and be of no more force and effect upon either (i) the full performance and full, final, and indefeasible payment or satisfaction in full of all Guaranteed Obligations or (ii) termination of the Precedent Agreement and/or the EFT Agreement.

4. Guarantor's obligations hereunder are independent of the obligations of any other guarantor, and a separate action or actions may be brought and prosecuted against Guarantor whether or not action is brought against any other guarantor and whether or not any other guarantor be joined in any such action or actions; provided, however, neither Guarantor nor Shipper shall be liable for any Guaranteed Obligations already fully and indefeasibly satisfied. If Shipper waives, to the fullest extent permitted by law, the benefit of any statute of limitations affecting its liability under the PA, the EFT Agreement and/or Trunkline's FERC Gas Tariff, Guarantor likewise waives, to the fullest extent permitted by law, the benefit of any statute of limitations affecting its liability hereunder or the enforcement thereof. Any payment by Shipper or other circumstance that operates to toll any statute of limitations as to Shipper shall operate to toll the statute of limitations as to Guarantor. Notwithstanding anything herein to the contrary, Guarantor does not waive and retains and reserves to itself all rights, counterclaims and other defenses to which Shipper is or may be entitled to, including those arising from or out of the PA, EFT Agreement, and/or Trunkline's FERC Gas Tariff, except for defenses arising out of the bankruptcy, receivership, reorganization, insolvency, dissolution, liquidation or similar status of Shipper, the power or authority of Shipper to enter into the PA and EFT Agreement and to perform its obligations thereunder, and the lack of enforceability of Shipper's obligations under the PA or EFT Agreement or any transactions contemplated thereby (such retained and reserved and not waived or excluded rights, counterclaims and other defenses, the "Retained Defenses").
5. Guarantor hereby waives notice of acceptance of this Guaranty and notice of any liability to which it may apply, and waives promptness, diligence, presentment, demand of payment, protest, notice of dishonor or nonpayment of any such liabilities, suit or taking of other action by Trunkline against, and any other notice to, any party liable thereon (including Guarantor or any other guarantor). Guarantor assumes all responsibility for being and keeping itself informed of Shipper's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Guaranteed Obligations and the nature, scope and extent of the risks which Guarantor assumes and incurs hereunder, and Guarantor agrees that Trunkline shall have no duty to advise Guarantor of information known to it regarding such circumstances or risks.

6. Trunkline, to the extent agreed to by Shipper or otherwise expressly allowed by the PA, the EFT Agreement and/or Trunkline's FERC Gas Tariff and not restricted by applicable law, may (i) at any time and from time to time; (ii) upon or without any terms or conditions; (iii) in whole or in part; and (iv) without the consent of, or notice to, Guarantor, without incurring responsibility to Guarantor, and without impairing or releasing the obligations of Guarantor hereunder:
  - (a) make any change, amendment, or modification in the terms of any Guaranteed Obligations, and the Guarantor's guaranty herein made shall apply to the Guaranteed Obligations as so changed, amended or modified;
  - (b) take and hold security for the payment of the Guaranteed Obligations, and sell, exchange, release, surrender, impair, realize upon or otherwise deal with, in any manner and in any order, any property by whomsoever at any time pledged or mortgaged to secure, or howsoever securing, the Guaranteed Obligations or any liabilities (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and/or any offset there against, and/or release any person liable for all or any portion of the Guaranteed Obligations; and/or
  - (c) take any other action which would, under otherwise applicable principles of common law, give rise to a legal or equitable discharge of Guarantor from its liabilities under this Guaranty.
7. Other than with respect to the Retained Defenses, no invalidity, irregularity or unenforceability of all or any part of the Guaranteed Obligations or of any security therefor shall affect, impair or be a defense to this Guaranty, and this Guaranty shall be primary, absolute, irrevocable, and unconditional, notwithstanding the occurrence of any event or the existence of any other circumstances which might constitute a legal or equitable discharge of a surety or guarantor except full, final, and indefeasible payment or satisfaction in full of the Guaranteed Obligations.
8. This Guaranty is a continuing one. All liabilities to which this Guaranty applies, or to which it may apply, under the terms hereof shall be conclusively presumed to have been created in reliance hereon. No failure or delay on the part of Trunkline in exercising any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein expressly specified are cumulative and not exclusive of any rights or remedies which Trunkline would otherwise have. No notice to or demand on Guarantor in any case shall entitle Guarantor to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of Trunkline to any other or further action in any circumstances without notice or demand. It is not necessary for Trunkline to inquire

into the capacity or powers of Shipper or the officers, directors, partners or agents acting or purporting to act on its behalf.

9. Guarantor hereby agrees with Trunkline that it will not exercise any right of subrogation that it may at any time otherwise have as a result of this Guaranty (whether contractual, under the United States Bankruptcy Code, 11 U.S.C. §§101 et seq., as amended or otherwise), until all Guaranteed Obligations have been fully, finally, and indefeasibly paid or satisfied in full (it being understood that Guarantor is not waiving any right of subrogation that it may otherwise have but is only waiving the exercise thereof as provided above).
10. (a) Guarantor waives any right (except as shall be required by applicable statute and cannot be waived) to require Trunkline to: (i) proceed against Shipper, any other guarantor of the Guaranteed Obligations or any other party; (ii) proceed against or exhaust any security held from Shipper, any other guarantor of the Guaranteed Obligations or any other party; or (iii) pursue any other remedy in Trunkline's power whatsoever. Other than with respect to the Retained Defenses, Guarantor waives any defense based on or arising out of any defense of Shipper, Guarantor, any other guarantor of the Guaranteed Obligations or any other party other than full, final, and indefeasible payment or satisfaction in full of the Guaranteed Obligations, including, without limitation, other than with respect to the Retained Defenses, any defense based on or arising out of the disability of Shipper, Guarantor, any other guarantor of the Guaranteed Obligations or any other party, or the unenforceability of the Guaranteed Obligations or any part thereof from any cause, or the cessation from any cause of the liability of Shipper other than full, final, and indefeasible payment or satisfaction in full of the Guaranteed Obligations.
11. In order to induce Trunkline to enter into the Agreement, Guarantor represents, warrants, and covenants that:

(a) Status. Guarantor (i) is a duly organized and validly existing corporation in good standing under the laws of the jurisdiction of its organization, (ii) has the corporate power and authority to own or lease its property and assets and to transact the business in which it is engaged and presently proposes to engage and (iii) is duly qualified and is authorized to do business and is in good standing in each jurisdiction where the conduct of its business requires such qualification, except for failures to be so qualified which, individually or in the aggregate, could not reasonably be expected to have a material adverse effect on the results of operations or financial condition of Guarantor and its subsidiaries, taken as a whole.

(b) Power and Authority. Guarantor has the corporate power and authority to execute, deliver and perform the terms and provisions of this Guaranty and has taken all necessary corporate action to authorize the execution, delivery and performance by it of this Guaranty. Guarantor has duly executed and delivered this Guaranty and this Guaranty constitutes the legal, valid and binding obligation of Guarantor enforceable in accordance with its terms, except to the extent that the enforceability hereof and thereof may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws affecting creditors' rights generally and by equitable principles (regardless of whether enforcement is sought in equity or at law).

(c) No Violation. Neither the execution, delivery, or performance by Guarantor of this Guaranty, nor compliance by it with the terms and provisions hereof and thereof (i) will contravene any applicable provision of any law, statute, rule, or regulation, or any order, writ, injunction, or decree of any court or governmental instrumentality, (ii) will conflict or be inconsistent with or result in any breach of any of the terms, covenants, conditions, or provisions of, or constitute a default under, or result in the creation or imposition of (or the obligation to create or impose) any lien upon any of the property or assets of Guarantor or any of its subsidiaries pursuant to the terms of, any indenture, mortgage, deed of trust, credit agreement, or loan agreement or any other material agreement, contract, or instrument to which Guarantor or any of its subsidiaries is a party or by which it or any of its property or assets is bound or to which it may be subject, or (iii) will violate any provision of the certificate of incorporation, by-laws or similar documents, instruments, or certificates (including amendments thereto) executed, adopted or filed in connection with the creation, formation, or organization of Guarantor or any of its subsidiaries.

(d) Governmental Approvals. No order, consent, approval, license, authorization or validation of, or filing, recording or registration with (except as have been obtained or made), or exemption by, any governmental or public body or authority, or any subdivision thereof, is required to authorize, or is required in connection with, (i) the execution, delivery, and performance of this Guaranty or (ii) the legality, validity, binding effect, or enforceability of this Guaranty.

(e) Litigation. There are no actions, suits, or proceedings pending or, to the best knowledge of Guarantor, threatened (i) which purport to affect the legality, validity, or enforceability of this Guaranty or (ii) that could reasonably be expected to have a material adverse effect on the results of operations or financial condition of Guarantor and its subsidiaries, taken as a whole.

(f) The signatory party below has full authority to execute this Guaranty and to bind the Guarantor to its obligations herein.

12. This Guaranty shall be binding upon Guarantor and the successors and permitted assigns of Guarantor and shall inure to the benefit of and be enforceable by Trunkline and its successors and permitted assigns. Guarantor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of Trunkline which consent shall not be unreasonably withheld or delayed (and any such attempted assignment or transfer without such consent shall be null and void). Notwithstanding anything to the contrary herein, Trunkline may refuse to provide its consent (and the same shall not be deemed unreasonable) if the proposed assignee fails to satisfy or comply with Trunkline's financial assurance or credit requirements pursuant to a Credit Agreement, if applicable.
13. Except as otherwise provided herein, neither this Guaranty nor any provision hereof may be changed, waived, discharged or terminated except with the written consent of Guarantor and Trunkline.
14. Guarantor acknowledges that an executed (or conformed) copy of the PA and the EFT Agreement has been made available to Guarantor and Guarantor is familiar with the contents thereof.
15. All notices, requests, demands and other communications hereunder will be in writing and will be deemed to have been duly given when (i) delivered by hand (with written acknowledgment of receipt), (ii) sent by electronic transmission ("email") with a copy sent via U.S. mail or overnight courier or (iii) received by the addressee, if sent by a nationally recognized delivery service or other traceable method, in each case to the appropriate address set forth below (or to such other addresses and email addresses as a party may designate by notice to the others); provided that any such deliveries received after normal business hours in the place of business of the receiving party shall be deemed to be received on the next business day:

If to Guarantor, to:

BP Corporation North America Inc.  
201 Helios Way  
Houston, Texas 77079  
Attn: Credit Department  
Email: GNAPstrategiccredit@bp.com

If to Trunkline, to:

Trunkline Gas Company, LLC  
Attn: Credit Risk Management  
1300 Main St.  
Houston, Texas 77002-6803



Email: regcreditrisk@energytransfer.com

With a copy to:

Trunkline Gas Company, LLC

Attn: Legal Department

1300 Main St.

Houston, Texas 77002-6803

Email: GeneralCounsel.mailbox@energytransfer.com

16.

(a) THIS GUARANTY AND THE RIGHTS AND OBLIGATIONS OF TRUNKLINE AND OF GUARANTOR HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH UNITED STATES FEDERAL LAW AND THE LAW OF THE STATE OF TEXAS WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS.

(b) **WAIVER OF TRIAL BY JURY.** EACH OF GUARANTOR AND TRUNKLINE (BY ITS ACCEPTANCE OF THE BENEFITS OF THIS GUARANTY) HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS GUARANTY OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

17. Guarantor hereby confirms that it is its intention that this Guaranty does not constitute a fraudulent transfer or conveyance for purposes of any bankruptcy, insolvency or similar law, the Uniform Fraudulent Conveyance Act or any similar Federal, state or foreign law. To effectuate the foregoing intention, if enforcement of the liability of Guarantor under this Guaranty would be an unlawful or voidable transfer under any applicable fraudulent conveyance or fraudulent transfer law or any comparable law, then the liability of Guarantor hereunder shall be reduced to the maximum amount for which such liability may then be enforced without giving rise to an unlawful or voidable transfer under any such law.
18. Any provision of this Guaranty held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.
19. This Guaranty reflects the whole and entire agreement of the parties and, with the exception of the Precedent Agreement and EFT Agreement, supersedes all prior agreements related to the subject matter hereof.

20. In the event this Guaranty or the executed signature page of this Guaranty is delivered by e-mail delivery (including, without limitation, a “.pdf” format data file), such delivery shall create a valid and binding obligation of the Guarantor with the same force and effect as if this Guaranty and/or the executed signature page of this Guaranty were an original thereof.

*[signature page follows]*



IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed and delivered as of the Effective Date.

GUARANTOR:

By: \_\_\_\_\_

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

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

**EXHIBIT B**

**LETTER OF CREDIT FORMAT**

IRREVOCABLE STANDBY LETTER OF CREDIT NO. \_\_\_\_\_

ISSUER: [ISSUING BANK MUST HAVE MINIMUM RATINGS OF A- BY S&P AND A3 BY MOODY'S AND BE HEADQUARTERED IN THE U.S. OR BE THE U.S. BRANCH OF A FOREIGN BANK ]

BENEFICIARY: TRUNKLINE GAS COMPANY, LLC  
ATTN: CREDIT RISK MANAGEMENT  
1300 MAIN STREET  
HOUSTON, TX 77002-6803  
EMAIL: CREDITRISK@ENERGYTRANSFER.COM

APPLICANT: \_\_\_\_\_

AMOUNT: USD \_\_\_\_\_

EXPIRATION: TWELVE (12) MONTHS FROM ISSUANCE DATE

WE HEREBY ISSUE OUR IRREVOCABLE STANDBY LETTER OF CREDIT IN YOUR FAVOR BY ORDER OF AND FOR THE ACCOUNT OF (INSERT APPLICANT'S NAME) AVAILABLE BY YOUR DRAFT(S) DRAWN ON US AT SIGHT AND ACCOMPANIED BY ONE OR MORE OF THE FOLLOWING STATEMENTS PURPORTEDLY SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BENEFICIARY.

1. "WE HEREBY CERTIFY THAT (INSERT APPLICANT'S NAME) HAS FAILED TO MAKE PAYMENT WHEN DUE TO BENEFICIARY OR IS OTHERWISE IN BREACH UNDER THE PRECEDENT AGREEMENT AND/OR THE FIRM TRANSPORTATION SERVICE AGREEMENT(S), IN EITHER CASE, BETWEEN BENEFICIARY AND APPLICANT. THEREFORE, WE HEREBY DEMAND PAYMENT OF USD \$\_\_\_\_\_."

OR

2. "BENEFICIARY IS ENTITLED TO DAMAGES ARISING OUT OF THE REJECTION, REPUDIATION TERMINATION OR BREACH OF THE PRECEDENT AGREEMENT AND/OR THE FIRM TRANSPORT SERVICE AGREEMENT(S) (COLLECTIVELY, THE "AGREEMENTS"), IN EITHER CASE, UNDER THE U.S. BANKRUPTCY CODE, INSOLVENCY OR SIMILAR DEBTOR RELIEF LAW, AND BENEFICIARY HAS INCURRED LOSSES, COSTS, EXPENSES OR DAMAGES AS A RESULT OF SUCH BREACH BY APPLICANT OF ITS OBLIGATIONS UNDER THE AGREEMENT(S). THEREFORE, WE HEREBY DEMAND PAYMENT OF USD\$\_\_\_\_\_."

OR

3. "THE BENEFICIARY HAS RECEIVED NOTICE FROM [ISSUING BANK], AT LEAST NINETY (90) DAYS BEFORE THE EXPIRATION DATE OF THIS LETTER OF CREDIT, THAT [ISSUING BANK] HAS ELECTED NOT TO EXTEND OR RENEW THIS LETTER OF CREDIT FOR AN

ADDITIONAL ONE YEAR PERIOD, AND APPLICANT HAS NOT PROVIDED TO THE BENEFICIARY AN IRREVOCABLE STANDBY LETTER OF CREDIT ACCEPTABLE TO BENEFICIARY IN REPLACEMENT HEREOF. THEREFORE, WE HEREBY DEMAND PAYMENT OF USD\$\_\_\_\_\_."

OR

4. "THERE HAS OCCURRED THE FILING OF A PETITION BY OR AGAINST APPLICANT SEEKING TO ADJUDICATE APPLICANT AS BANKRUPT OR INSOLVENT OR OTHERWISE COMMENCING, AUTHORIZING OR ACQUIESCING IN THE COMMENCEMENT OF A CASE UNDER ANY BANKRUPTCY, INSOLVENCY OR SIMILAR DEBTOR RELIEF LAW NOW IN EFFECT. THEREFORE, WE HEREBY DEMAND PAYMENT OF USD\$\_\_\_\_\_."

SPECIAL CONDITIONS:

- IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE (1) YEAR FROM THE EXPIRATION DATE HEREOF OR ANY FUTURE EXPIRATION DATE OF THIS LETTER OF CREDIT UNLESS AT LEAST NINETY (90) DAYS PRIOR TO ANY SUCH EXPIRATION DATE, WE NOTIFY YOU BY COURIER THAT WE ELECT NOT TO EXTEND THIS LETTER OF CREDIT FOR ANY SUCH ADDITIONAL PERIOD.
- ALL BANKING CHARGES ARE FOR THE ACCOUNT OF THE APPLICANT.
- DRAW DOCUMENTS MAY BE PRESENTED IN PERSON OR BY COURIER TO [ISSUING BANK'S ADDRESS] OR BY ELECTRONIC TRANSMISSION TO [ISSUING BANK'S EMAIL ADDRESS] OR BY FACSIMILE TO ISSUING BANK'S FAX NUMBER.
- PARTIAL AND/OR MULTIPLE DRAWINGS ARE ALLOWED; HOWEVER, THE TOTAL AMOUNT OF ALL DRAWINGS IS NOT TO EXCEED THE AMOUNT OF THIS CREDIT.
- BENEFICIARY SHALL BE NOTIFIED VIA EMAIL TO **CREDITRISK@ENERGYTRANSFER.COM** WITHIN TWO (2) BUSINESS DAYS OF ISSUING BANK'S RECEIPT OF DRAWING OF ANY DISCREPANCIES NOTED BY ISSUING BANK ON DOCUMENTS PRESENTED.
- PAYMENT OF ANY AMOUNT DRAWN UNDER THIS LETTER OF CREDIT SHALL BE MADE IN IMMEDIATELY AVAILABLE UNITED STATES DOLLARS BY WIRE TRANSFER TO THE ACCOUNT OF BENEFICIARY IN ACCORDANCE WITH THE INSTRUCTIONS SUBMITTED WITH THE PRESENTATION OF DOCUMENTS, NO LATER THAN THE THIRD (3<sup>rd</sup>) BANKING DAY FOLLOWING THE DATE SUCH DEMAND FOR PAYMENT IS PRESENTED OR FAXED IN ACCORDANCE WITH THE LETTER OF CREDIT TERMS.
- THE OBLIGATION OF THE BANK UNDER THIS LETTER OF CREDIT IS THE INDIVIDUAL OBLIGATION OF THE BANK AND IS NO WAY CONTINGENT UPON REIMBURSEMENT WITH RESPECT THERETO, AND/OR UPON THE BANK'S ABILITY TO PERFECT A SECURITY INTEREST OR ANY OTHER REIMBURSEMENT.

- IN THE EVENT OF AN ACT OF GOD, RIOT, CIVIL COMMOTION, INSURRECTION, WAR OR ANY OTHER CAUSE BEYOND THE BANK'S CONTROL THAT INTERRUPTS OUR BUSINESS (COLLECTIVELY, AN "INTERRUPTION EVENT") AND CAUSES THE PLACE FOR PRESENTATION OF THIS LETTER OF CREDIT TO BE CLOSED FOR BUSINESS ON THE LAST DAY OF PRESENTATION, THE EXPIRY DATE OF THIS LETTER OF CREDIT SHALL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT TO A DATE THIRTY (30) CALENDAR DAYS AFTER THE PLACE FOR PRESENTATION RE-OPENS FOR BUSINESS.
- THE ELECTRONIC TRANSMISSION OR FACSIMILE OF THIS LETTER OF CREDIT SHALL SERVE AS THE OPERATIVE INSTRUMENT UNTIL THE ORIGINAL IS RECEIVED BY THE BENEFICIARY.

WE HEREBY ENGAGE WITH YOU THAT DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED UPON PRESENTATION AT OUR COUNTERS WITHIN THE VALIDITY DATE.

THIS STANDBY LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590 (THE "ISP98"). ANY MATTERS NOT GOVERNED BY ISP98 SHALL BE GOVERNED IN ACCORDANCE WITH NEW YORK LAW WITHOUT REFERENCE TO ANY CHOICE OF LAW DOCTRINE. IN THE EVENT OF ANY CONFLICT, ISP98 SHALL CONTROL.