

# Transwestern Pipeline Company, LLC

## Desert Southwest Expansion

### Binding Open Season

Transwestern Pipeline Company, LLC (“Transwestern”) announces a binding Open Season for an expansion of its system in Texas, New Mexico and Arizona to create a path for Permian natural gas supply to reach markets in the Desert Southwest. The Open Season begins at 12:00 p.m. CDT on September 26, 2025, and ends at 12:00 p.m. CDT on October 25, 2025. Parties interested in obtaining capacity in this Open Season must submit an executed Bid Form, Precedent Agreement and Credit Agreement as specified herein.

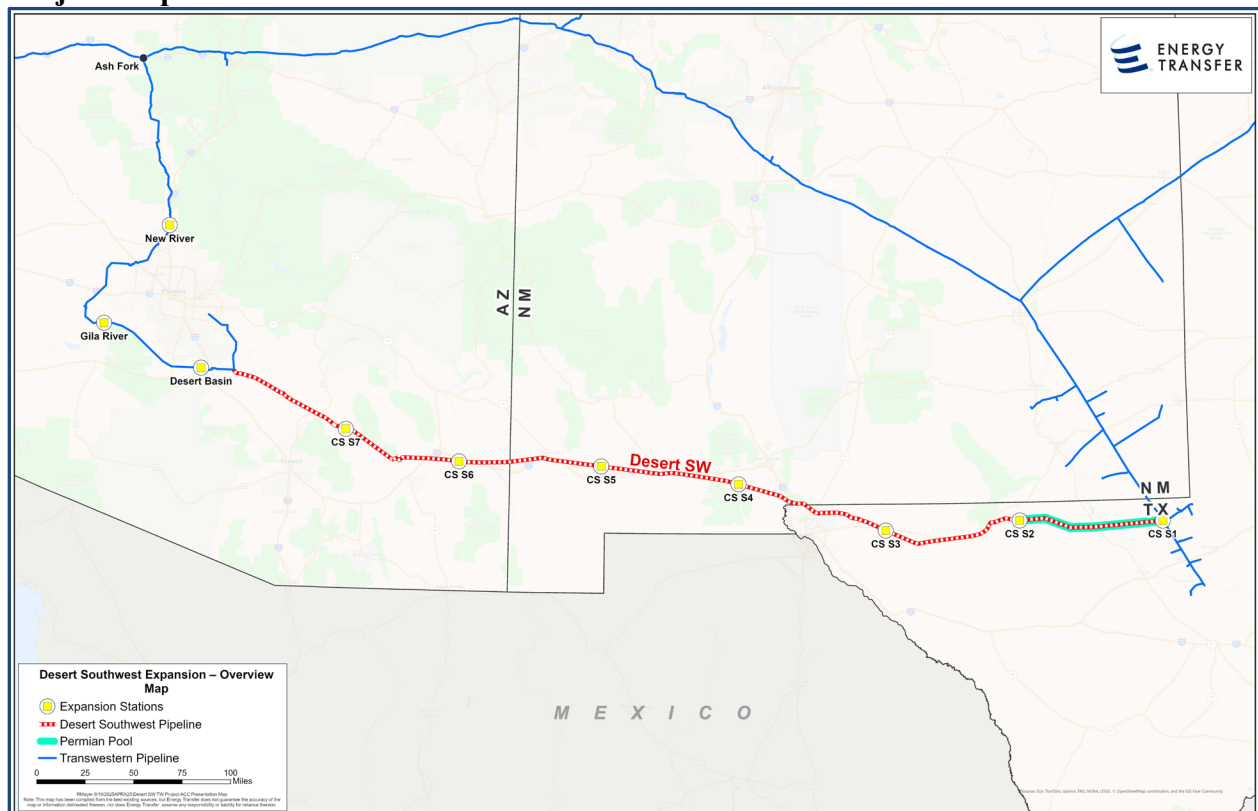
### Project Overview

As currently designed, the Desert Southwest Expansion (“Project”) is a combination of new large-diameter pipeline, compression and metering facilities capable of transporting a minimum of 1.5 billion cubic feet per day (“Bcf/d”) of natural gas from various receipt points in the Permian Basin area to existing and new delivery points in New Mexico and Arizona.

Transwestern has secured sufficient binding commitments to proceed with the Project. The additional binding commitments submitted in connection with this Open Season will be included in determining, in Transwestern’s sole discretion, the optimal size and design of the Project.

The Project is subject to Transwestern receiving necessary regulatory approvals, permits and other related authorizations and construction of the Project facilities. Transwestern anticipates the Project capacity to be available by the 4<sup>th</sup> Quarter of 2029.

### Project Map



## **Project Benefits**

- Supply Reliability – increased access to Permian supply for Desert Southwest markets
- Delivery Flexibility:
  - Rates and services designed specifically for the needs of local distribution companies, power generators and data centers
  - Modifications to make Transwestern’s existing Phoenix Lateral bi-directional

## **Firm Transportation Capacity**

The Project will provide a minimum of 1.5 Bcf/d of incremental capacity:

- 1.10 Bcf/d ratable (24-hour)
- 0.40 Bcf/d peaking (16-hour)

## **Rate Schedules**

Project capacity will be available for firm transportation service under two new Rate Schedules upon securing the necessary approval from the Federal Energy Regulatory Commission (“FERC”) and made a part of Transwestern’s FERC Gas Tariff:

- FTS-1P: similar to Transwestern’s current Rate Schedule FTS-1 service; daily scheduled quantities delivered on a ratable basis over 24 hours
- FTS-3P: similar to Transwestern’s current Rate Schedule FTS-3 service; daily scheduled quantities may be delivered in as few as 16 hours

Transwestern will establish initial recourse rates (reservation, usage and fuel reimbursement) for these new rate schedules based on the final scope and design of the Project, final project costs and capacity commitments. Service that utilizes a delivery point on the legacy Transwestern system will be subject to the rates and charges applicable to that service as set forth in Transwestern’s FERC Gas Tariff.

Participants in this Open Season may select either the eventual FERC-approved recourse rates (as they may change from time to time), or fixed negotiated rates as set forth herein.

Transwestern will not accept bids for service at negotiated rates that are less than the following:

Rate Schedule	Fixed Negotiated Reservation Rate (\$/Dth/day)	Fixed Negotiated Usage Rate (\$/Dth)	Fixed Fuel Reimbursement
FTS-1P	\$1.40	\$0.038	2.87%
FTS-3P	\$1.90	\$0.038	2.87%

All Project shippers will be subject to any applicable surcharges as set forth in Transwestern’s FERC Gas Tariff (as they may change from time to time).

## **Minimum Term**

All requests for service in this Open Season must include a contract term of at least twenty-five years.

## Permian Pool

Transwestern intends to establish a new pooling area (“Permian Pool”) to enhance supply connectivity for Project shippers. The Permian Pool will include physically interconnected receipt points as planned (or added as a result of the Open Season) in the area identified on the Project map above. Open Season participants may designate Permian Pool as a Primary Receipt Point in their Precedent Agreement.

## Receipt and Delivery Points

As currently contemplated, the Project will include the areas listed below. Other mutually agreeable points identified in Precedent Agreements submitted in response to this Open Season (with either specific location information, *i.e.*, latitude and longitude, or general location descriptions), if economically justified, may be considered in the sole discretion of Transwestern. Requests for service that would require additional facilities not included in the Project’s current scope and design will require cost reimbursement, either directly or through a rate adder to the applicable recourse or fixed negotiated rate.

### Receipt Points

- Permian Pool (eligible as a Primary Receipt Point) – anticipated to include some or all of the following:
  - Permian-area processing plants
  - Third-party intrastate and interstate pipelines
- Other mutually agreeable points, if economically justified and subject to cost reimbursement

### Delivery Points

- Transwestern’s legacy system <sup>1</sup>:
  - Phoenix Lateral
  - West of Thoreau – Mainline, west of Ash Fork
- Other mutually agreeable points within the Project path, if economically justified and subject to cost reimbursement

## Open Season Procedures

Any party wishing to acquire capacity in this Open Season must submit an **executed Precedent Agreement, Credit Agreement (Attachment III) and Bid Form (Attachment IV)** included herein to [dltwbusinessdevelopment@energytransfer.com](mailto:dltwbusinessdevelopment@energytransfer.com) on or before **12:00 pm CDT on October 25, 2025**.

Transwestern reserves the right to reject and remove from consideration non-conforming bids, bids that have a delayed in-service requirement or other contingencies. Submissions that include a Bid Form with any changes to, or that leave provisions blank will be deemed “non-conforming” bids. Transwestern may reject non-conforming bids or, if the non-conforming provisions are otherwise acceptable, Transwestern may, in its sole discretion, deem a non-conforming bid “acceptable” and include the bid as part of the firm capacity allocation process. Transwestern will exercise its discretion in this regard in a not unduly discriminatory manner.

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<sup>1</sup> Refer to the “Unsubscribed Capacity” posting on Transwestern Pipeline’s website for the availability of specific delivery points.

### **Contracting for Capacity**

After the close of this Open Season, Transwestern will evaluate all valid bids and make a determination with respect to the final sizing of the Project. Transwestern will award firm capacity based on the highest net present value of the stream of incremental revenue produced by an acceptable bid, or combination of acceptable bids, received in this Open Season, up to the total quantity that results from the facilities that Transwestern determines, in its sole discretion, to construct.

### **Limitations**

Transwestern reserves the right to define and maintain the economic viability of the Project at all times in its sole discretion. Transwestern's decision to proceed with the Project is at its sole discretion and is subject to receiving a sufficient level of capacity subscriptions, obtaining the necessary governmental authorizations to construct and operate the Project and other conditions as set forth in the form of Precedent Agreement.

### **Capacity Turnback**

In addition to soliciting bids for the Project, Transwestern is soliciting requests for permanent turnback of capacity for transportation service from east to west on Transwestern's pipeline system in the East of Thoreau Area and West of Thoreau Area, as well as capacity on Transwestern's West Texas and Phoenix Laterals. Transwestern will consider only those turnback requests that will be beneficial to the design of the Project and will result in an economic gain to Transwestern based on a comparison of the savings attributable to facilities that would no longer be required for the Project due to the availability of the turnback capacity and the lost revenue associated with the turnback. Any acceptance by Transwestern of turnback capacity will be contingent upon the Project going forward and the ultimate scope and configuration of the Project. Transwestern will consider all requests for turnback on a non-discriminatory basis. Transwestern will accept the request or requests that meet the criteria above and that, in the aggregate, provide the highest economic value to Transwestern. Transwestern will not consider any turnback capacity that is proposed to be effective after the anticipated in-service date of the Project. Bidders interested in turning back capacity should submit a request before the Open Season closes. Such request should include the contract number, the specific amount of capacity to be turned back, and the relevant receipt and delivery points.

Please contact any of the following Transwestern representatives with questions:

Steven Hearn (713) 989-2427  
Brad Cherry (713) 989-2420  
Matt Brill (713) 989-7942

[dltwbusinessdevelopment@energytransfer.com](mailto:dltwbusinessdevelopment@energytransfer.com)

## PRECEDENT AGREEMENT

This Precedent Agreement (“**Precedent Agreement**”), entered into this 25<sup>th</sup> day of October, 2025, is by and between Transwestern Pipeline Company, LLC (“**Transwestern**” or “**Transporter**”) and the shipper identified on Attachment IV to this Precedent Agreement (“**Shipper**”). Transporter and Shipper are referred to herein at times individually as a “Party” and collectively as the “Parties.”

### RECITALS

**WHEREAS**, Transwestern owns and operates an interstate natural gas pipeline system extending from Texas, southern Colorado and northern New Mexico through New Mexico and Arizona, to points of terminus at the Arizona-California border and in southern Arizona; and

**WHEREAS**, Shipper desires that Transwestern install certain pipeline, compression and appurtenant facilities (“**Project**”) to provide expansion capacity from points of receipt located in or near Winkler, Loving, and Reeves Counties in Texas to points of delivery located in or near Pinal County, Arizona (the “**Expansion Capacity**”), in order to permit Transwestern to provide firm interstate natural gas transportation service to Shipper in accordance with new rate schedules, Rate Schedule FTS-1P and Rate Schedule FTS-3P, to be filed by Transwestern and to become part of Transwestern’s FERC Gas Tariff, as revised from time to time (“**Tariff**”) utilizing the Expansion Capacity created by the Project; and

**WHEREAS**, Transwestern is willing to pursue the Project and enter into FTS-1P and FTS-3P Service Agreements with Shipper, subject to the terms and conditions set forth in this Precedent Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, and intending to be legally bound hereby, Transwestern and Shipper agree as follows:

#### **1. Government Approvals and Shipper Support.**

(a) Subject to the terms and conditions of this Precedent Agreement, Transwestern agrees to proceed, using commercially reasonable efforts, to obtain from all state and federal governmental and regulatory authorities having competent jurisdiction over the siting, development, construction, and operation of the Project, including, but not limited to, state and federal environmental approvals, other state approvals (collectively the “**Transwestern Approvals**”) and FERC authorizations, supplements, amendments and/or exemptions, including, without limitation, certificates of public convenience and necessity authorizing the construction and operation of the Project facilities (“**FERC 7(c) Authorization**”) and the firm transportation service contemplated herein, together with the approval of the proposed Rate Schedules FTS-1P and FTS-3P, (the “**FERC Approvals**”), that Transwestern determines are necessary for Transwestern to construct, install, own, operate, and maintain (or cause to be constructed, installed, owned, operated and maintained) the Project as necessary to provide the firm transportation service for Shipper as contemplated herein; and perform its other obligations as contemplated in this Precedent Agreement. In addition, Transwestern agrees to exercise commercially reasonable efforts to obtain from all third parties all consents, rights of way and other approvals necessary to

construct and operate the Project (“**Other Approvals**”).

(b) Transwestern reserves the right to file and to prosecute any and all applications for such Transwestern Approvals (including the FERC Approvals), any supplements or amendments thereto, and, if necessary, any court review, in a manner that is consistent with this Precedent Agreement and that Transwestern reasonably determines to be in its best interest.

(c) Shipper expressly agrees to reasonably support and cooperate with, and to not oppose the efforts of, Transwestern to obtain all Transwestern Approvals, FERC Approvals and Other Approval necessary for Transwestern to construct, own, operate, and maintain the Project and to provide the firm transportation service contemplated in this Precedent Agreement.

## **2. Transportation Agreements, Interconnect Agreement and Commercial Terms.**

(a) Within thirty (30) days after the satisfaction or waiver of the conditions precedent in Sections 3(a) and 3(b), below, Transwestern and Shipper shall execute, as applicable, (i) a Firm Transportation Service Agreement under new Rate Schedule FTS-1P (“**FTSA-1P**”), in a form substantially similar to that attached hereto as Attachment I (ii) a Firm Transportation Service Agreement under new Rate Schedule FTS-3P in a form substantially similar to that attached hereto as Attachment II (“**FTSA-3P**”, and with the FTSA-1P, the “**Transportation Agreement(s)**”); and (iii) an Interconnect Agreement (the “**ICA**”), that establishes and governs the rights and responsibilities of the Parties with respect to the construction, ownership and operation of interconnections between their respective facilities to effectuate deliveries of natural gas from Transwestern’s facilities to Shipper’s facilities (“**Interconnects**”) at the primary points of delivery set forth in Appendix A of the Transportation Agreements (the “**Interconnect Locations**”). The term, Maximum Daily Transportation Quantity, type of service (ratable (FTS-1P) or non-ratable (FTS-3P)), transportation rate, Primary Point(s) of Receipt and Primary Point(s) of Delivery applicable to the Transportation Agreement(s) shall be as specified in Attachment IV to this Precedent Agreement and, for avoidance of doubt, the Parties acknowledge that they have agreed upon the terms set forth in Attachments I, II and IV.

(b) Subject to the termination provisions in Section 4 below, service under the Transportation Agreements will commence on the later of the In-Service date of the Project (defined above) or January 1, 2029 (or such earlier commencement date after the In-Service date of the Project to which the Parties may mutually agree, in either case the “**Project Effective Date**”). Unless agreed to otherwise, the In-Service Date for the Project shall be the first day of the calendar month following the day on which Transwestern is able to provide firm service from the primary point(s) of receipt to the primary point(s) of delivery, as set forth in Attachments I, II and IV.

## **3. Transwestern Conditions Precedent.** Transwestern’s obligation to execute the Transportation Agreements is expressly made subject to satisfaction or waiver of the Conditions Precedent set forth below in Section 3(a) through 3(b), below. Further, Transwestern’s obligation to provide the service contemplated hereunder is expressly made subject to the satisfaction or waiver of the Conditions Precedent set forth in this Section 3. The Conditions Precedent set forth

in this Section 3 are solely for the benefit of Transwestern and only Transwestern shall have the right to waive such Conditions Precedent.

- (a) Transwestern's receipt of all necessary FERC Approvals related to the Project, including acceptance of the proposed Rate Schedules FTS-1P, FTS-3P on terms and conditions acceptable to Transwestern in its sole discretion, to construct, own, operate and maintain the Project, and provide the firm service for Shipper contemplated herein;
- (b) Transwestern's receipt of the FERC 7(c) Authorization required to proceed with the Project;
- (c) Procurement by Transwestern of all Other Approvals and any remaining authorizations or approvals and the necessary materials, rights of way, easements and other surface rights necessary for the construction and operation of the Project on terms acceptable to Transwestern in its sole discretion; and
- (d) Transwestern has placed into service the facilities necessary to provide the firm service for Shipper contemplated herein.

**4. Effective Date and Term and Termination.** This Precedent Agreement shall be effective on the date hereof and, unless terminated earlier in accordance with the terms hereof, shall remain in effect until the date on which service commences pursuant to the Transportation Agreements. For avoidance of doubt, any of the contemplated agreements hereunder that are executed in conjunction with this Precedent Agreement and that have become effective shall continue in effect for the Primary Term and under the terms thereof.

- (a) If any Condition Precedent set forth in Section 3 above has not been fully satisfied or waived by Transwestern, then Transwestern may terminate this Precedent Agreement, without liability of any kind to Shipper, immediately on written notice.
- (b) Notwithstanding any termination of this Precedent Agreement, Sections 6, 17 and 18 of this Precedent Agreement shall survive such termination as necessary to give full effect to such rights and/or obligations.

**5. Credit Agreement.** Contemporaneously herewith, Shipper shall enter into and thereafter comply with, and provide to Transwestern sufficient evidence of Shipper's compliance with, the Credit Agreement attached hereto under Attachment III.

**6. Confidentiality.** Neither Shipper nor Transwestern shall disclose the terms of this Precedent Agreement or the Transportation Agreements without prior notice to, and the consent of, the other Party; provided, however, that: (i) Transwestern may without prior notice or consent of Shipper, file this Precedent Agreement and the Transportation Agreements as part of any necessary filings with FERC or any other governmental or regulatory authority, and may disclose such information regarding this Precedent Agreement and the Transportation Agreements as is necessary to comply with FERC's transactional posting requirements and all requirements pertaining to negotiated rates and nonconforming contractual provisions. Transwestern may also disclose the terms of this Precedent Agreement and the Transportation Agreements for the purpose of obtaining financing of, or an investment by a third party in, the Project. In addition to the foregoing, either Shipper or Transwestern may disclose the terms of this Precedent Agreement and/or the Transportation Agreements to the extent required by applicable law, regulation, court

order or subpoena, after first providing notice of any such required disclosure to the other Party and using due diligence to seek to obtain a protective order, or the reasonable equivalent thereof, prior to any such required disclosure.

7. **Authorities.** Performance hereunder shall be subject to all valid laws, orders, decisions, rules and regulations of duly constituted governmental authorities having jurisdiction or control of the matter related hereto. Should either of the Parties, by force of any such law, order, decision, rule or regulation, at any time during the term of this Precedent Agreement be ordered or required to do any act inconsistent with the provisions hereof, then for the period during which the requirements of such law, order, decision, rule or regulation are applicable, this Precedent Agreement shall be deemed modified to conform with the requirement of such law, order, decision, rule or regulation; provided, however, nothing herein shall alter, modify or otherwise affect the respective rights of the parties to cancel or terminate this Precedent Agreement under the terms and conditions hereof.

8. **Assignment.** Either Party may assign its rights and obligations under, and interests in, this Precedent Agreement to a trustee or trustees or its lenders, individual or corporate, as security for bonds or other financing arrangements, obligations or securities. Otherwise, except with respect to Transwestern (who may assign this Precedent Agreement to an affiliate without consent, provided that such affiliate possesses the ability to perform Transwestern's obligations hereunder and under the Transportation Agreements, and assumes all such obligations in writing) or to Shipper (who may assign this Precedent Agreement to an affiliate without consent, provided that such affiliate meets the creditworthiness requirements or provides credit support in accordance with Section 5, including executing a Credit Agreement in the same form as attached hereto under Attachment III), any assignment by either Party shall require the written consent of the other Party, which consent shall not be unreasonably withheld, delayed or conditioned; provided, however, that the intended assignee must also comply with the creditworthiness requirements of Section 5, including executing a Credit Agreement in substantially the same form as attached hereto under Attachment III. Notwithstanding anything to the contrary herein, Transwestern may refuse to provide its consent (and same shall not be deemed unreasonable) if the intended assignee fails to meet Transwestern's creditworthiness requirements or fails to provide credit support in accordance with the Credit Agreement. For the purpose of this Section 8, the term "Affiliate" shall mean, an individual, entity, or division that directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with another individual, entity, or division. The terms "controls," "controlled," and "control" in the preceding sentence shall mean the possession, direct or indirect, of the power to direct the management and policies of an entity, whether through the ownership of voting securities or otherwise. The assignor shall provide written notice of the assignment to the non-assigning Party to this Precedent Agreement as soon as practicable after such assignment. After the Transportation Agreements have gone into effect, any transfer of capacity rights pertaining to the executed Transportation Agreements must be accomplished in accordance with the capacity release provisions of Transwestern's Tariff and FERC regulations or an approved waiver thereof.

9. **Third Party Beneficiary.** Except as expressly provided for in this Precedent Agreement, nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person not a party hereto any rights, remedies or obligations under or by reason of this Precedent Agreement.

10. **Drafting.** Each and every provision of this Precedent Agreement shall be considered as prepared through the joint efforts of the Parties and shall not be construed against either Party as a



result of the preparations or drafting thereof. It is expressly agreed that no consideration shall be given or presumption made on the basis of which Party drafted this Precedent Agreement or any specific provision hereof.

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

Transporter: Transwestern Pipeline Company, LLC  
1300 Main St.  
Houston, Texas 77002  
Attention: Transwestern Commercial  
E-Mail: dlTWCommercial@energytransfer.com

With a copy to:

Transwestern Pipeline Company, LLC  
1300 Main St.  
Houston, Texas 77002  
Attention: Legal Department  
E-Mail: General.Counsel.mailbox@energytransfer.com

Shipper: Shipper contact information is provided in Attachment IV.

or at such other address as either Party designates by written notice. Delivery shall be deemed to occur at the time of actual receipt; 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.

**12. Entire Agreement.** The terms and provisions contained in this Precedent Agreement, including the Attachments incorporated herein constitute the entire agreement of the Parties, and there are no prior or contemporaneous agreements, understandings, warranties, representations, covenants, obligations, promises, assurances or conditions precedent or subsequent or otherwise, except those expressly set out in this Precedent Agreement.

**13. Modifications.** Except as provided otherwise in this Precedent Agreement, no modification of the terms and provisions of this Precedent Agreement shall be effective unless contained in writing and executed by both Transwestern and Shipper.

**14. Headings.** The headings contained herein are for informational purposes only and shall not affect the meaning or interpretation of this Precedent Agreement.

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

**16. Severance.** If a court of competent jurisdiction declares any provision of this Precedent Agreement unenforceable, then that provision shall be severed from this Precedent Agreement,

which shall otherwise remain in full force and effect and be construed as if it did not contain the severed provision; provided, however, that if severing such provision from this Precedent Agreement has a material adverse effect on the rights or obligations of either Party as set forth in this Precedent Agreement, then the Parties agree to negotiate in good faith replacement terms that are consistent with the court's declaration or directive and that maintain the relative economic positions of, and risks to, the Parties as reflected in this Precedent Agreement as of the date first set forth above; and provided further, that if either party in its reasonable discretion is unable to agree to any replacement terms or modification, then the Precedent Agreement will terminate upon notice in a form consistent with the notice provisions in Section 11 of the Precedent Agreement.

**17. GOVERNING LAW. THIS PRECEDENT AGREEMENT AND ALL MATTERS ARISING OUT OF OR RELATING TO THIS PRECEDENT AGREEMENT, INCLUDING ANY ACTIONS, SUITS, OR PROCEEDINGS WHETHER SOUNDING IN CONTRACT, TORT, OR STATUTE, ARE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. EACH OF THE PARTIES HERETO AGREES THAT (A) THIS PRECEDENT AGREEMENT CONSTITUTES A QUALIFIED TRANSACTION AS DEFINED BY SECTION 271.001 OF THE TEXAS BUSINESS AND COMMERCE CODE AND THAT THE TRANSACTION INVOLVES CONSIDERATION WITH AN AGGREGATE VALUE EQUAL TO OR GREATER THAN \$1,000,000, (B) THAT THIS PRECEDENT AGREEMENT BEARS A REASONABLE RELATION TO THE STATE OF TEXAS UNDER SECTION 271.004 OF THE TEXAS BUSINESS AND COMMERCE CODE, (C) THE LAWS OF THE STATE OF TEXAS GOVERN ALL ISSUES RELATING TO THIS PRECEDENT AGREEMENT AS SET FORTH IN SECTION 271.005 OF THE TEXAS BUSINESS AND COMMERCE CODE, (D) THE LAWS OF THE STATE OF TEXAS GOVERN THE INTERPRETATION AND CONSTRUCTION OF THIS PRECEDENT AGREEMENT AS SET FORTH IN SECTION 271.006 OF THE TEXAS BUSINESS AND COMMERCE CODE, AND (E) THE LAWS OF THE STATE OF TEXAS GOVERN THE VALIDITY OR ENFORCEABILITY OF ANY TERM OF THIS PRECEDENT AGREEMENT AS SET FORTH IN SECTION 271.007 OF THE TEXAS BUSINESS AND COMMERCE CODE.**

(a) Major Transaction. Each of the parties hereto agrees that this Precedent Agreement constitutes a Major Transaction as defined by Section 15.020 of the Texas Civil Practice and Remedies Code and that the transaction involves consideration with an aggregate value with is equal to or greater than \$1,000,000.

(b) Personal Jurisdiction. Each of the parties hereto irrevocably and unconditionally confirms and agrees that it is and shall continue to be (a) subject to the jurisdiction of the state courts of the State of Texas (including Texas Business Courts), and (b) waives any objection to the personal jurisdiction of the state courts of the State of Texas (including Texas Business Courts).

(c) Texas Business Court Opt-In. Each of the parties hereto acknowledges and agrees that Texas Business Courts, as established by Chapter 24A of the Texas Government Code, have subject matter jurisdiction over any action, suit, or proceeding arising out of or relating to this Precedent Agreement to the greatest extent permitted under Chapter 24A of the Texas Government Code, and each party hereto hereby waives any objection to the

jurisdiction of a Texas Business Court over any claim or demand brought in any action, suit, or proceeding arising out of or relating to this Precedent Agreement.

(d) Venue. Each party hereto hereby irrevocably and unconditionally (a) consents and submits to the exclusive, mandatory jurisdiction of the First Business Court Division of the Texas Business Courts for any and all actions, suits or proceedings arising out of or relating to this Precedent Agreement (and each party agrees not to commence any actions, suits, or proceedings relating thereto except in the First Business Court Division of the Texas Business Courts), and (b) waives any objection to the laying of venue of any such litigation in the First Business Court Division of the Texas Business Courts and agrees not to plead or claim that such litigation brought therein has been brought in any inconvenient forum.

(e) Each party hereto hereby irrevocably and unconditionally (a) agrees that the venue for a jury trial of any and all actions, suits or proceedings arising out of or relating to this Precedent Agreement shall be Dallas County, Texas. For the avoidance of doubt, the parties acknowledge and agree that the agreed designation of venue for jury trial in Dallas County, Texas is to satisfy the requirements of Section 25A.015 of the Texas Government Code and Section 15.020 of the Civil Practice and Remedies Code.

(f) The parties acknowledge and agree that any action, suit, or proceeding arising out of or relating to this Precedent Agreement shall not be subject to removal to federal court for any reason and each party hereto irrevocably waives any such right. Any party who removes or attempts to remove any action to federal court notwithstanding this Section, shall pay all reasonable attorney's fees and costs incurred in obtaining a remand of the action to the Texas Business Court or to the Judicial District Courts of Dallas County, Texas.

(g) The parties acknowledge and agree that any party who files any action, suit, or proceeding arising out of or relating to this Precedent Agreement in any court other than a court of the State of Texas (including Texas Business Courts) notwithstanding this Section, shall pay all reasonable attorney's fees and cost incurred in obtaining a removal, transfer, stay, dismissal, injunction, or other termination or discontinuation of such action, suit, or proceeding.

(h) If the First Business Court Division of the Texas Business Courts is unable to accept a filing of an action, suit, or proceeding arising out of or relating to this Precedent Agreement, for reasons of permanent or temporary closure of the First Business Court Division of the Texas Business Courts, refusal to accept new matters by the First Business Court Division of the Texas Business Courts, insufficient funding of the First Business Court Division of the Texas Business Courts, or by any other reason outside the control of the parties hereto, each party hereto hereby irrevocably and unconditionally (a) consents and submits to the exclusive jurisdiction of any Texas Business Court, for any and all actions, suits or proceedings arising out of or relating to this Precedent Agreement, and (b) waives any objection to personal jurisdiction or venue of any such litigation in any Texas Business Court and agrees not to plead or claim that such litigation brought therein has been brought in an inconvenient forum.

(i) If (a) no Texas Business Court is able to accept a filing of an action, suit, or proceeding arising out of or relating to this Precedent Agreement, for reasons of permanent or temporary closure of all Texas Business Courts, refusal to accept new matters by all

Texas Business Courts, insufficient funding of all Texas Business Courts, or by any other reason outside the control of the parties hereto, or (b) if a Texas Business Court determines, in a final order, that the Texas Business Courts lack subject matter jurisdiction over the action, suit, or proceeding filed in a Texas Business Court arising out of or relating to the Precedent Agreement, each of the parties hereto irrevocably and unconditionally (a) consents and submits to the exclusive jurisdiction of the Judicial District Courts of Dallas County, Texas (and each party agrees not to commence any litigation relating thereto except in the Judicial District Courts of Dallas County, Texas) for any action, suit, or proceeding arising out of or relating to this Precedent Agreement, and (b) waives any objection to personal jurisdiction or venue of any such action, suit, or proceeding in a Judicial District Court of Dallas County, Texas and agrees not to plead or claim that such litigation brought therein has been brought in any inconvenient forum.

(j) If a Texas Business Court determines, in a final order, that the Texas Business Courts lack subject matter jurisdiction over any portion or subset of the claims or demands at issue in any action, suit, or proceeding otherwise properly before a Texas Business Court, the party bringing such jurisdictionally improper claim or claims agrees to stay prosecution of such claim or claims pending entry of final judgment, and mandate of all appeals of claims that were retained by the Texas Business Court. Each party hereto further agrees to enter into a tolling agreement related to such jurisdictionally improper claim or claims.

**18. WAIVER OF CONSEQUENTIAL DAMAGES.** IN NO EVENT SHALL ANY PARTY OR ITS RESPECTIVE AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE HEREUNDER AT ANY TIME FOR EXEMPLARY, PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL, REMOTE OR SPECULATIVE DAMAGES OF ANY OTHER PARTY, INCLUDING LOSS OF PROFIT, LOSS OF REVENUE OR ANY OTHER SPECIAL OR INCIDENTAL DAMAGES WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

**19. Rules and Regulations.** This Precedent 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.

**20. No Joint Venture.** Except as otherwise set forth herein, nothing in this Precedent Agreement shall be construed to create a joint venture or partnership between the Parties or to constitute one Party as the agent of the other for any purpose.

**21. Waiver.** Unless otherwise specifically indicated herein, any waiver, consent or approval of any kind or character by any Party of any term or condition set forth in this Precedent Agreement, or of any breach or default hereunder, shall be given or withheld in the sole discretion of the waiving, consenting or approving Party and all such waivers, consents or approvals shall be in writing. No delay or omission to exercise any right, power or remedy accruing to any Party as the result of any breach or default hereunder shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed or otherwise constitute a waiver of any other breach or default theretofore or thereafter occurring.

**22. Further Assurances.** Transwestern and Shipper shall enter into such additional agreements as may be reasonably necessary in furtherance of this Precedent Agreement.

(Signatures on Next Page)

**IN WITNESS WHEREOF**, the Parties have caused this Precedent Agreement to be executed by their duly authorized representatives as of the date first written above.

**TRANSWESTERN PIPELINE COMPANY,      SHIPPER**  
**LLC**

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

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

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

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

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

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

**ATTACHMENT I  
TO  
PRECEDENT AGREEMENT  
BETWEEN  
TRANSWESTERN PIPELINE COMPANY, LLC  
AND  
SHIPPER**

**DATED OCTOBER 25, 2025**

**RATE SCHEDULE FTS-1P  
FORM OF SERVICE AGREEMENT**

## RATE SCHEDULE FTS-1P – FORM OF SERVICE AGREEMENT

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

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

Shipper's Name and Address  
for Notices and Invoices:

Address for  
Invoice (If different):

[[SEE ATTACHMENT IV]] ("Shipper")

[[SEE ATTACHMENT IV]]

[[SEE ATTACHMENT IV]]

Attn: [[SEE ATTACHMENT IV]]

Email Address: [[SEE ATTACHMENT IV]]

[[SEE ATTACHMENT IV]]

[[SEE ATTACHMENT IV]]

Attn: [[SEE ATTACHMENT IV]]

Email Address: [[SEE ATTACHMENT IV]]

**Term:** This Service Agreement shall become effective on the first day of the month following the In-Service Date of the Desert Southwest Expansion (the "Project"), or such earlier commencement date after the In-Service Date of the Project to which the Parties may mutually agree (in either case the "Effective Date") and shall continue for a term of twenty-five (25) years from the Effective Date (the "Primary Term"). The "In-Service Date" for the Project shall be the day on which Transwestern Pipeline Company, LLC ("Transporter") is able to provide firm service for the entire MDQ of firm service under this Rate Schedule FTS-1P from the primary point(s) of receipt to the primary point(s) of delivery set forth on Appendix A.

**Rate:** Unless Transporter agrees to charge Shipper: (i) a discounted rate below the maximum rate; or (ii) a negotiated rate either below the minimum rate or above the maximum rate, set forth in the Currently Effective Rates for Rate Schedule FTS-1P, Shipper shall pay Transporter each month for transportation service rendered hereunder at the maximum rates or charges in effect from time to time under Rate Schedule FTS-1P, or any effective superseding rate schedule on file with the Commission.

This transportation shall be provided pursuant to Subpart G of Part 284 of the Federal Energy Regulatory Commission's regulations.

The contract maximum daily transportation quantities and primary receipt and delivery points are set forth on Appendix A and the Credit Agreement is set forth on Appendix B, attached hereto and incorporated herein.

Any formal notice, request or demand which either Party hereto may desire to give to the other respecting this Service Agreement shall be by written communication sent to Shipper at the above address or to Transporter at the address posted on its Internet Website or such other physical or electronic address as either Party shall designate by written or electronic communication.

This Service Agreement shall incorporate and in all respects shall be subject to the "General Terms and Conditions" and the applicable Rate Schedule(s) set forth in Transporter's Tariff, as may be revised from time to time. Consistent therewith, Transporter may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and



from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the "GENERAL TERMS AND CONDITIONS" in Transporter's Tariff, and Transporter shall have the right to place such changes in effect in accordance with the NGA, and this Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to seek to protest, modify or condition the same.

In no event (except in the case of intentional misconduct or gross negligence by one Party) shall the other Party be liable to the first Party for any consequential, special, or punitive damages based upon the liability of Transporter for breach of this Service Agreement or upon any liability under any other legal theory based on any breach or alleged breach of any obligation created under this Service Agreement. Such excluded damages include, but are not limited to, lost profits.

TRANSWESTERN PIPELINE COMPANY, LLC

[[SEE ATTACHMENT IV]]

By: [\_\_\_\_ Not for Execution \_\_\_\_]

By: [\_\_\_\_ Not for Execution \_\_\_\_]

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

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

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

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

**RATE SCHEDULE FTS-1P**  
**FORM OF SERVICE AGREEMENT**  
**APPENDIX A**

**Effective from: the Effective Date Through the Primary Term**

**MAXIMUM DAILY TRANSPORTATION QUANTITY (MAXDTQ):** See Attachment V to that certain Precedent Agreement between Transporter and Shipper dated October 25, 2025.

Primary Point(s) of Receipt (1)	Point Name	Maximum Daily Receipt Quantity (2)
[[SEE ATTACHMENT IV]]	[[SEE ATTACHMENT IV]]	[[SEE ATTACHMENT IV]]
Primary Point(s) of Delivery (3)	Point Name	Maximum Daily Delivery Quantity (2)
[[SEE ATTACHMENT IV]]	[[SEE ATTACHMENT IV]]	[[SEE ATTACHMENT IV]]

- (1) For purposes of this Appendix, any receipt point on Transporter's system may be used as an Alternate Receipt Point, subject to the terms and conditions of Rate Schedule FTS-1P.
- (2) Aggregate may not exceed MAXDTQ as shown above.
- (3) Transporter and Shipper agree to the following minimum delivery pressure: N/A.

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

**RATE SCHEDULE FTS-1P**  
**FORM OF SERVICE AGREEMENT**  
**APPENDIX B**

**Credit Agreement**

**[The Precedent Agreement Attachment III Credit Agreement entered into pursuant to Section 5 of the Precedent Agreement will be included as Appendix B to the Service Agreement.]**

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

Amendment No. 0

**Transwestern Pipeline Company, LLC**  
**Amendment To Gas Transportation Agreement**  
**Rate Schedule FTS-1P**

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

Shipper: **[[SEE ATTACHMENT IV]]**

**[[SEE ATTACHMENT IV]]**

**[[SEE ATTACHMENT IV]]**

Attn: **[[SEE ATTACHMENT IV]]**

Email Address: **[[SEE ATTACHMENT IV]]**

Transwestern Pipeline Company, LLC ("Transporter") and **[[SEE ATTACHMENT IV]]** ("Shipper") have entered into a Transportation Service Agreement ("Service Agreement"), as referenced above. Pursuant to negotiations, Transporter and Shipper agree to amend the Service Agreement as follows:

Pursuant to the Rate section of the Service Agreement and Section 3.5 of Rate Schedule FTS-1P of Transporter's FERC Gas Tariff, Transporter and Shipper agree to the following negotiated rate(s) applicable to service provided under the Service Agreement as expressed herein:

1. **NEGOTIATED RATE:** The Fixed Negotiated Base Reservation Rate is \$**[[ SEE ATTACHMENT IV]]**/Dth of MAXDTQ. The Fixed Negotiated Usage Rate is \$**[[ SEE ATTACHMENT IV]]**/Dth.
2. **NEGOTIATED TERM:** From the Effective Date through the Primary Term.
3. **NEGOTIATED FIRM TRANSPORTATION QUANTITY:** Service Agreement MAXDTQ.
4. **NEGOTIATED RECEIPT AND DELIVERY POINTS:**
  - (a) **NEGOTIATED PRIMARY RECEIPT POINTS:** The Primary Receipt Points set forth on Appendix A to the Service Agreement.
  - (b) **NEGOTIATED PRIMARY DELIVERY POINTS:** The Primary Delivery Points set forth on Appendix A to the Service Agreement.
  - (c) **NEGOTIATED ALTERNATE RECEIPT POINTS:** All expansion points.
  - (d) **NEGOTIATED ALTERNATE DELIVERY POINTS:** All expansion points.
5. **Fixed Transport Fuel:**
6. **APPLICABLE MAXIMUM RATES, CHARGES, AND SURCHARGES.**

Unless otherwise expressly provided in this Service Agreement or agreed to in writing by Transporter, all applicable maximum rates, charges, surcharges, and penalties of any nature

set forth in Transporter's Tariff, as may be revised from time to time, shall apply to service provided to Shipper under this Service Agreement, including without limitation all applicable: (i)Transport Fuel charges; (ii) authorized and unauthorized overrun charges; (iii) reservation surcharges; (iv) usage rates, charges and surcharges; and (v) ACA surcharges.

This amendment constitutes the entire agreement between the Parties with respect to the subject matter of this amendment and shall be binding upon and shall enure to the benefit of the parties hereto and the respective successors and assigns. No promises, agreements or warranties additional to this amendment other than as may be contained in Transporter's Tariff and that certain Precedent Agreement between Shipper and Transporter dated October 25, 2025, will be deemed to be part of this amendment nor will any alteration, amendment or modification be effective unless confirmed in writing by Shipper and Transporter.

The effective date of this amendment is \_\_\_\_\_.

Except as amended herein, all provisions of the Agreement shall remain in full force and effect.

TRANSWESTERN PIPELINE COMPANY, LLC

**[[SEE ATTACHMENT IV]]**

By: [ \_\_\_\_\_ Not for Execution \_\_\_\_\_ ]

By: [ \_\_\_\_\_ Not for Execution \_\_\_\_\_ ]

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

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

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

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

**ATTACHMENT II  
TO  
PRECEDENT AGREEMENT  
BETWEEN  
TRANSWESTERN PIPELINE COMPANY, LLC  
AND  
SHIPPER**

**DATED OCTOBER 25, 2025**

**RATE SCHEDULE FTS-3P  
FORM OF SERVICE AGREEMENT**

**RATE SCHEDULE FTS-3P**  
**FORM OF SERVICE AGREEMENT**

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

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

Shipper's Name and Address  
for Notices and Invoices:

Address for  
Invoice (If different):

[[SEE ATTACHMENT IV]] ("Shipper")  
[[SEE ATTACHMENT IV]]  
[[SEE ATTACHMENT IV]]

[[SEE ATTACHMENT IV]]  
[[SEE ATTACHMENT IV]]

Attn: [[SEE ATTACHMENT IV]]

Attn: [[SEE ATTACHMENT IV]]

Email Address: [[SEE ATTACHMENT IV]]

Email Address: [[SEE ATTACHMENT IV]]

**Term:** This Service Agreement shall become effective the later of 01/01/2029, or the first day of the month following the In-Service Date of the Desert Southwest Expansion (the "Project") (in either case the "Effective Date") and shall continue for a term of twenty-five (25) years from the Effective Date (the "Primary Term"). The "In-Service Date" for the Project shall be the day on which Transwestern Pipeline Company, LLC ("Transporter") is able to provide firm service from the primary point(s) of receipt to the primary point(s) of delivery set forth on Appendix A pursuant to firm capacity resulting from the Project.

**Rate:** Unless Transporter agrees to charge Shipper: (i) a discounted rate below the maximum rate; or (ii) a negotiated rate either below the minimum rate or above the maximum rate, set forth in the Currently Effective Rates for Rate Schedule FTS-3P, Shipper shall pay Transporter each month for transportation service rendered hereunder at the maximum rates or charges in effect from time to time under Rate Schedule FTS-3P, or any effective superseding rate schedule on file with the Commission.

This transportation shall be provided pursuant to Subpart G of Part 284 of the Federal Energy Regulatory Commission's regulations.

The contract maximum daily transportation quantities and primary receipt and delivery points are set forth on Appendix A and the Credit Agreement is set forth on Appendix B, attached hereto and incorporated herein.

Any formal notice, request or demand which either party hereto may desire to give to the other respecting this Service Agreement shall be by written communication sent to Shipper at the above address or to Transporter at the address posted on its Internet Website or such other physical or electronic address as either party shall designate by written or electronic communication.

This Service Agreement shall incorporate and in all respects shall be subject to the "General Terms and Conditions" and the applicable Rate Schedule(s) set forth in Transporter's Tariff, as may be revised from time to time. Transporter may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the "GENERAL TERMS AND CONDITIONS" in Transporter's Tariff, and Transporter shall have the right to place such changes in effect in accordance with the NGA, and this Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

In no event (except in the case of intentional misconduct or gross negligence by Transporter) shall Transporter be liable to Shipper for any consequential, special, or punitive damages based upon the liability of Transporter for breach of this agreement or upon any liability under any other legal theory based on any breach or alleged breach of any obligation created under this agreement. Such excluded damages include, but are not limited to, lost profits.

TRANSWESTERN PIPELINE COMPANY, LLC

[[SEE ATTACHMENT IV]]

By: [ \_\_\_\_\_ Not for Execution \_\_\_\_\_ ]

By: [ \_\_\_\_\_ Not for Execution \_\_\_\_\_ ]

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

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

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

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



**RATE SCHEDULE FTS-3P**  
**FORM OF SERVICE AGREEMENT**  
**APPENDIX A**  
**to**  
**GAS TRANSPORTATION AGREEMENT**  
**BETWEEN**  
**TRANSWESTERN PIPELINE COMPANY, LLC**  
**and**

**[[SEE ATTACHMENT IV]]**

Effective from: the Effective Date Through the Primary Term

MAXIMUM DAILY TRANSPORTATION QUANTITY (MAXDTQ): **[[SEE ATTACHMENT IV]]** Dth

Primary Point(s) of Receipt (1)	Point Name	Maximum Daily Receipt Quantity (2)
<b>[[SEE ATTACHMENT IV]]</b>	<b>[[SEE ATTACHMENT IV]]</b>	<b>[[SEE ATTACHMENT IV]]</b>

Primary Point(s) of Delivery (3)	Point Name	Maximum Daily Delivery Quantity (2)
<b>[[SEE ATTACHMENT IV]]</b>	<b>[[SEE ATTACHMENT IV]]</b>	<b>[[SEE ATTACHMENT IV]]</b>

(1) For purposes of this Appendix, any receipt point on Transporter's system may be used as an Alternate Receipt Point, subject to the terms and conditions of Rate Schedule FTS-3P.

(2) Aggregate may not exceed MAXDTQ as shown above.

(3) Transporter and Shipper agree to the following minimum delivery pressure: \_\_\_\_N/A\_\_\_\_.

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

**RATE SCHEDULE FTS-3P**  
**FORM OF SERVICE AGREEMENT**  
**APPENDIX B**  
**to**  
**GAS TRANSPORTATION AGREEMENT**  
**BETWEEN**  
**TRANSWESTERN PIPELINE COMPANY, LLC**  
**and**  
**[[SEE ATTACHMENT IV]]**

**Credit Agreement**

**[The Precedent Agreement Attachment III Credit Agreement entered into pursuant to Section 5 of the Precedent Agreement will be included as Appendix B to the Service Agreement.]**

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

Amendment No. 0

**Transwestern Pipeline Company, LLC**  
**Amendment To Gas Transportation Agreement**  
**Rate Schedule FTS-3P**

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

Shipper: **[[SEE ATTACHMENT IV]]**

**[[SEE ATTACHMENT IV]]**

**[[SEE ATTACHMENT IV]]**

Attn: **[[SEE ATTACHMENT IV]]**

E-Mail Address: **[[SEE ATTACHMENT IV]]**

Transwestern Pipeline Company, LLC ("Transporter") and **[[SEE ATTACHMENT IV]]** ("Shipper") have entered into a Transportation Service Agreement ("Service Agreement"), as referenced above. Pursuant to negotiations, Transporter and Shipper agree to amend the Service Agreement as follows:

Pursuant to the Rate section of the Service Agreement and Section 3.5 of Rate Schedule FTS-3P of Transporter's FERC Gas Tariff, Transporter and Shipper agree to the following negotiated rate(s) applicable to service provided under the Service Agreement as expressed herein:

**1. NEGOTIATED RATE:** The Fixed Negotiated Base Reservation Rate is \$**[[ SEE ATTACHMENT IV]]**/Dth of MAXDTQ. The Fixed Negotiated Usage Rate is \$**[[ SEE ATTACHMENT IV]]**.

**2. NEGOTIATED TERM:** From the Effective Date through the Primary Term.

**3. NEGOTIATED FIRM TRANSPORTATION QUANTITY:** Service Agreement MAXDTQ.

**4. NEGOTIATED RECEIPT AND DELIVERY POINTS:**

(a) **NEGOTIATED PRIMARY RECEIPT POINTS:** The Primary Receipt Points set forth on Appendix A to the Service Agreement.

(b) **NEGOTIATED PRIMARY DELIVERY POINTS:** The Primary Delivery Points set forth on Appendix A to the Service Agreement.

(c) **NEGOTIATED ALTERNATE RECEIPT POINTS:** All Expansion Points

(d) **NEGOTIATED ALTERNATE DELIVERY POINTS:** All Expansion Points

**5. Fixed Transport Fuel:**

**6.. APPLICABLE MAXIMUM RATES, CHARGES, AND SURCHARGES.** Unless otherwise expressly provided in this Service Agreement or agreed to in writing by Transporter, all applicable maximum rates, charges, surcharges, and penalties of any nature set forth in Transporter's Tariff, as may be revised from time to time, shall apply to service provided to Shipper under this Service Agreement, including without limitation all applicable: (i) Transport Fuel charges; (ii) authorized and unauthorized overrun charges; (iii) reservation surcharges; (iv) usage rates, charges and surcharges; and (v) ACA surcharges.

This amendment constitutes the entire agreement between the parties with respect to the subject matter of this amendment and shall be binding upon and shall ensure to the benefit of the parties

hereto and the respective successors and assigns. No promises, agreements or warranties additional to this amendment other than as may be contained in Transporter's Tariff will be deemed to be part of this amendment nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.

The effective date of this amendment is **[[?]]**.

Except as amended herein, all provisions of the Agreement shall remain in full force and effect.

TRANSWESTERN PIPELINE COMPANY, LLC

**[[SEE ATTACHMENT IV]]**

By: [ \_\_\_\_\_ Not for Execution \_\_\_\_\_ ]

By: [ \_\_\_\_\_ Not for Execution \_\_\_\_\_ ]

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

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

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

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

**ATTACHMENT III  
TO  
PRECEDENT AGREEMENT  
BETWEEN  
TRANSWESTERN PIPELINE COMPANY, LLC  
AND  
SHIPPER**

**DATED OCTOBER 25, 2025**

**CREDIT AGREEMENT**

**ATTACHMENT III  
TO  
PRECEDENT AGREEMENT  
BETWEEN  
TRANSWESTERN PIPELINE COMPANY, LLC  
AND  
SHIPPER  
DATED OCTOBER 25, 2025**

**CREDIT AGREEMENT**

This Credit Agreement, dated as of this 25<sup>th</sup> day of October, 2025 (the “Effective Date”), (“Credit Agreement”) is by and between Transwestern Pipeline Company, LLC (“Transporter”) and the shipper identified on Attachment IV to the Precedent Agreement defined below (“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 (“Precedent Agreement”) concerning the construction, installation, ownership, and maintenance of certain pipeline facilities necessary to interconnect Transporter’s pipeline and provide incremental firm natural gas transportation service capacity from points of receipt located in or near Winkler, Loving, and Reeves Counties in Texas to points of delivery located in or near Pinal County, Arizona (the “Project”) necessary to interconnect Transporter’s pipeline and provide incremental firm natural gas transportation service to Shipper and pursuant to which the Parties, subject to certain terms and conditions set forth in the Precedent Agreement, will enter into a Firm Transportation Service Agreement(s) (the “FTS Agreement”); and

WHEREAS, pursuant to Section 5 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 expanded capacity subscribed under the Precedent Agreement and the FTS 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 in Section 1B below), as set forth under this Credit Agreement:

A. Shipper shall be deemed “Creditworthy” hereunder as of the execution of the Precedent Agreement, during the term of the Precedent Agreement, and the FTS Agreement *if*:

(i) its long-term senior unsecured debt securities, at such time, are rated at least ‘BBB-’ by S&P Global Ratings or its successor (“S&P”) and rated at least ‘Baa3’ by Moody’s Investors Service, Inc. or its successor (“Moody’s”) (each 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 Moody’s Long Term 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 Debt 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 or FTS Agreement, but Shipper subsequently receives a Debt Rating(s), then for purposes of determining creditworthiness pursuant to Section 1A above, such Debt Rating(s) shall serve as original Debt Rating(s) effective as of the execution of the Precedent Agreement or FTS Agreement.

B. If Shipper is deemed not Creditworthy at any time during the term of the Precedent Agreement or FTS Agreement, in either case, pursuant to Section 1A above, then Shipper shall thereafter maintain any of the credit support instruments (Guaranty, cash deposit, or a Letter of Credit or the cash proceeds thereof, all individually or collectively, known as "Credit Support") as further defined below. Such Credit Support, in any form, shall be provided to Transporter, as applicable, (i) within five (5) business days from the date of execution of the Precedent Agreement or FTS Agreement; or (ii) within five (5) business days from the date of Transporter's Notice to Shipper that Shipper or its Guarantor is deemed not Creditworthy at any time during the term of the Precedent Agreement or FTS Agreement.

(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 1A above and that is otherwise acceptable to Transporter, in Transporter's sole judgment (such party, "Guarantor"), which Guaranty shall guarantee the full and faithful performance and payment of all of Shipper's obligations under the Precedent Agreement and the FTS 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 FTS Agreement. If Shipper's Guarantor is deemed Creditworthy pursuant to Section 1A, as of the date hereof, subject at all times to Section 1B(iii) below, upon delivery of an executed Guaranty to Transporter consistent with the requirements of this Section 1B(i), Shipper shall not be required to provide Credit Support in the form of cash deposit and/or Letter of Credit upon execution of the Precedent Agreement and Credit Agreement.

(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 with Debt Rating(s) of at least 'A' as assigned by S&P and at least 'A2' as assigned by Moody's (together, "Minimum Ratings") and is otherwise acceptable to Transporter, in Transporter's sole judgment.

(iii) If at any time during the term of the Precedent Agreement or FTS Agreement, Shipper or its Guarantor is deemed *not* Creditworthy, pursuant to Section 1A, Shipper shall then be required to provide a Letter of Credit and/or cash deposit to Transporter. Such Letter of Credit and/or cash deposit shall secure the full and faithful performance and payment of Shipper's obligations under the Precedent Agreement and the FTS Agreement equal to the total aggregate dollar value of the *lesser* of (a) 18 months of reservation charges due from Shipper for the Contract MDQ under the FTS Agreement or (b) the number of months of reservation charges due from Shipper for the Contract MDQ remaining in the term under the FTS Agreement. *Furthermore, in the event the Debt*

*Rating(s) assigned to Shipper or its Guarantor are downgraded by at least one notch from the Debt Rating(s) assigned to Shipper or Guarantor at the time of execution of the Precedent Agreement or FTS Agreement*, then Shipper shall be required to increase its Letter of Credit and/or cash deposit to the amount of the *lesser* of (a) 24 months of reservation charges due from Shipper for the Contract MDQ under the FTS Agreement or (b) the number of months of reservation charges due from Shipper for the Contract MDQ remaining in the term under the FTS Agreement.

C. At any time during the term of the Precedent Agreement or the FTS Agreement, if Transporter determines that, as of such time, any bank that issued a Letter of Credit in favor of Transporter no longer conforms to the Minimum Ratings standard, then Transporter may submit a written Notice of such determination to Shipper (which Notice shall provide Transporter's basis for such determination). Within five (5) business days after Shipper's receipt of such Notice from Transporter, Shipper shall deliver to Transporter and shall thereafter maintain, Credit Support in the form of a cash deposit and/or Letter of Credit issued by a bank that conforms to the Minimum Ratings standard and is otherwise acceptable to Transporter, in the applicable amount required by Section 1B(iii).

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 FTS 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 FTS Agreement. All extensions or amendments of the Letter of Credit shall be delivered to Transporter in a form and from a bank assigned Minimum Ratings 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 FTS 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) Shipper's rejection, repudiation, termination or breach of the Precedent Agreement, the FTS 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 hereafter in effect. If Transporter draws on a Letter of Credit in part or in whole and/or the application of a cash deposit in part or in whole reduces or fully extinguishes such Credit Support required by Section 1B(iii), Shipper shall immediately, and in no event later than five (5) business days upon Notice from Transporter, provide a replacement Letter of Credit or increase an existing Letter of Credit or cash deposit to the amount required Section 1B(iii). Any draw made by Transporter under a Letter of Credit shall **not** relieve Shipper of any liabilities, deficiencies, costs, expenses or damages due to Transporter beyond what is drawn under such Letter of Credit. The Letter of Credit (representing any undrawn portion thereof) 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 FTS 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 FTS 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 pursuant to Section 1B(iii) 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, termination, repudiation or breach of either the Precedent Agreement or the FTS Agreement under the U.S. Bankruptcy Code, insolvency or similar debtor relief law now or hereinafter in effect) under either the Precedent Agreement or the FTS Agreement for which Transporter is legally entitled to receive payment. 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 any cash deposit.

F. Notwithstanding anything in Section 1B hereof, in the event Shipper provides Credit Support pursuant to Section 1B hereof, but Shipper thereafter satisfies Section 1A, Shipper's Guaranty, Shipper's Letter of Credit (representing any undrawn portion thereof), or any cash deposit held by Transporter, as applicable, shall be returned to Shipper's Guarantor, Shipper's bank or to Shipper, as applicable, within thirty (30) days after written demand is received by Transporter; provided, however, that the provisions of Section 1B shall again apply should Shipper, its Guarantor or its parent company (as circumstances dictate), fail to comply with the Creditworthy standard pursuant to Section 1A 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 FTS 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, all notices, requests, demands and other communications hereunder (herein collectively called "Notice") shall be in writing and will be deemed to have been duly given when (a) personally delivered to receiving party's physical address, (b) sent by overnight courier service to receiving party's physical address; or (c) delivered via electronic transmission (email) with a courtesy copy sent by overnight courier service to the receiving party's physical address, in each case to the appropriate addresses or email addresses set forth below (or to such other addresses or, email addresses as a party may designate by Notice to the other party); 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:

Transporter:	Transwestern Pipeline Company, LLC
	Attn: Credit Risk Management
	1300 Main Street

Houston, Texas 77002-6803  
Email: creditrisk@energytransfer.com

With copy to:  
Transwestern Pipeline Company, LLC  
Attn: Office of General Counsel  
8111 Westchester Dr.  
Dallas, TX 75225  
Email: generalcounsel.mailbox@energytransfer.com

Shipper: Shipper's contact information is provided on Attachment IV to the Precedent Agreement.

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 such modification is contained in writing and executed by both Transporter and Shipper.

4. Binding/Controlling Law/Venue.

A. This Credit Agreement and all matters arising out of or relating to this Agreement, including any actions, suits, or proceedings whether sounding in contract, tort, or statute, are governed by and construed in accordance with the laws of the State of Texas, without regard to principles of conflicts of law.

B. Each of the Parties agrees that: (i) this Credit Agreement bears a reasonable relation to the State of Texas under Section 271.004 of the Texas Business and Commerce Code ("TBCC"); and (ii) the laws of the State of Texas govern: (A) all issues relating to this Credit Agreement; (B) the interpretation and construction of this Credit Agreement; and (C) the validity or enforceability of this Credit Agreement as set forth in Sections 271.005-271.007 of the TBCC.

C. Each of the Parties irrevocably and unconditionally confirms and agrees that: (i) it is and shall continue to be subject to the jurisdiction of the state courts of the State of Texas (including TBCs, as hereinafter defined); (ii) it waives any objection to the personal jurisdiction of the state courts of the State of Texas (including TBCs); (iii) the Texas Business Courts ("TBC(s)"), as established by Chapter 25A of the Texas Government Code ("TGC"), have subject matter jurisdiction over any action, suit, or proceeding arising out of or relating to this Agreement to the greatest extent permitted under Chapter 25A of the TGC; and (iv) it waives any objection to the jurisdiction of a TBC over any claim or demand brought in any action, suit, or proceeding arising out of or relating to this Credit Agreement.

D. Each Party hereby irrevocably and unconditionally: (i) consents and submits to the exclusive, mandatory jurisdiction and venue of the First Business Court Division of the TBCs ("FBCD"), or any other TBC if the FBCD is unable to accept a filing of an action, suit, or proceeding arising out of or relating to this Agreement for reasons of permanent or temporary closure, refusal to accept new matters, insufficient funding, or any other reason outside the control of the Parties (collectively, "Court Unavailability"), for any and all actions, suits or proceedings arising out of or relating to this Agreement (and each Party agrees not to commence any actions, suits, or proceedings relating thereto except in the FBCD or other TBC, as applicable); (ii) waives any objection to the laying of jurisdiction or venue of any such litigation in the FBCD or other

TBC, as applicable; and (iii) agrees not to plead or claim that such litigation brought therein has been brought in any inconvenient forum.

E. If (i) no TBC is able to accept a filing of an action, suit, or proceeding arising out of or relating to this Credit Agreement for reasons of Court Unavailability; or (ii) if a TBC determines, in a final order, that the TBC lacks subject matter jurisdiction over an action, suit, or proceeding arising out of or relating to this Credit Agreement, then each Party hereby irrevocably and unconditionally: (A) consents and submits to the exclusive, mandatory jurisdiction and venue of the Judicial District Courts of Dallas County, Texas (“Dallas JDC”) (and each Party agrees not to commence any litigation relating thereto except in the Dallas JDC) for any and all actions, suits or proceedings arising out of or relating to this Credit Agreement; (B) waives any objection to the laying of jurisdiction or venue of any such action, suit, or proceeding in a Dallas JDC; and (C) agrees not to plead or claim that such litigation brought therein has been brought in any inconvenient forum. Each Party hereto hereby irrevocably and unconditionally agrees that the venue for a jury trial of any and all actions, suits or proceedings arising out of or relating to this Agreement shall be Dallas County, Texas. For the avoidance of doubt, the Parties acknowledge and agree that the agreed designation of venue for jury trial in Dallas County, Texas is to satisfy the requirements of Section 25A.015 of the TGC and Section 15.020 of the TCPRC.

F. The Parties acknowledge and agree that any action, suit, or proceeding arising out of or relating to this Credit Agreement shall not be subject to removal to federal court for any reason and each Party irrevocably waives any such right. Any Party who removes or attempts to remove any action to federal court shall pay all reasonable attorney’s fees and costs incurred in obtaining a remand of the action to the TBC or to the Dallas JDC.

G. Parties acknowledge and agree that any Party who files any action, suit, or proceeding arising out of or relating to this Credit Agreement in any court other than a court of the State of Texas (including TBCs) shall pay all reasonable attorney’s fees and cost incurred in obtaining a removal, transfer, stay, dismissal, injunction, or other termination or discontinuation of such action, suit, or proceeding.

H. If a TBC determines, in a final order, that the TBC lacks subject matter jurisdiction over any portion or subset of the claims or demands at issue in any action, suit, or proceeding otherwise properly before a TBC, the Party bringing such jurisdictionally improper claim or claims agrees to stay prosecution of such claim or claims pending entry of final judgment, and mandate of all appeals of claims that were retained by the TBC. Each Party hereto further agrees to enter into a tolling agreement related to such jurisdictionally improper claim or claims.

5. Capacity Release or Assignment. In the event that Shipper (or its successors) desires to assign or release its interest in the Precedent Agreement or the executed FTS 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 and shall be required to provide Credit Support pursuant to Section 1B if assignee or acquiring shipper is deemed not Creditworthy pursuant to Section 1A on the date of the assignment or at any time during the term of the Precedent Agreement or FTS Agreement.

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 facsimile and in multiple counterparts or by other electronic means (including by pdf format), 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 officer(s) as of the Effective Date.

**TRANSWESTERN PIPELINE COMPANY,      SHIPPER**  
**LLC**

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

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

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

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

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

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

## EXHIBIT A

### GUARANTY

THIS GUARANTY (this "Guaranty") is, made and entered into and effective as of [DATE], (the "Effective Date"), by \_\_\_\_\_, a [corporation, limited liability company or limited partnership], ("Guarantor"), in favor of Transwestern Pipeline Company, LLC, a Delaware limited liability company, ("Transporter").

#### WITNESSETH:

WHEREAS, [SHIPPER'S NAME], a [(state of incorporation) (corporation, LP or LLC)], 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, [SHIPPER'S NAME] (including its successors and permitted assigns under Section 5 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, Transporter and Shipper will enter into a firm transportation service agreement(s) 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, (individually and collectively, the "FTS Agreement");

WHEREAS, Shipper has certain financial and performance obligations to Transporter in connection with the PA and the FTS Agreement (all such obligations of Shipper, including the obligation of Shipper to pay all amounts due under the FTS Agreement, and including, but not limited to, pay any damages that may be incurred or have been incurred by Transporter, plus, Guarantor shall pay all reasonable costs and attorneys' fees and expenses incurred by Transporter in the enforcement of or preservation of Transporter's rights under this Guaranty (all of the foregoing, collectively referred to as the "Guaranteed Obligations");

WHEREAS, Transporter entered into the PA and entered or will enter into the FTS Agreement with Shipper on the condition that Transporter 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 and FTS Agreement.

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 Transporter the

due and punctual payment by Shipper of any and all Guaranteed Obligations, subject to any applicable grace period(s) or extensions to such due date, even if any such payments are deemed to be damages, pursuant to the PA and the FTS Agreement. Except as the same comprise Guaranteed Obligations under the express terms of the PA and the FTS Agreement, Guarantor shall not be liable hereunder for any consequential, incidental, punitive or indirect damages whether in tort or contract. Any demand by Transporter for payment hereunder shall be in writing, signed by a duly authorized representative of Transporter and delivered to Guarantor pursuant to Section 17 "Notices" hereof, and shall (a) reference this Guaranty, (b) specifically identify Transporter, 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 Transporter 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 Transporter 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 the full performance and full, final, and indefeasible payment or satisfaction in full of all Guaranteed Obligations as determined by Transporter in its sole discretion.

A rejection of the PA and/or the FTS Agreement by Shipper in U.S. Bankruptcy Court shall not release or relieve Guarantor of its Guaranteed Obligations hereunder and this Guaranty shall continue to be fully enforceable under its terms hereunder.

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 FTS Agreement and/or Transporter'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, FTS Agreement, and/or Transporter's FERC Gas Tariff, except for defenses arising out of the bankruptcy, receivership, reorganization, insolvency, dissolution, liquidation or similar status of Shipper, the lack of power or authority of Shipper to enter into the PA and FTS Agreement and to perform its obligations thereunder, and the lack of enforceability of Shipper's obligations under the PA or FTS 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 Transporter 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 Transporter shall have no duty to advise Guarantor of information known to it regarding such circumstances or risks.
6. Transporter, to the extent agreed to by Shipper or otherwise expressly allowed by the PA, the FTS Agreement and/or Transporter'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;
  - (c) act or fail to act in any manner referred to in this Guaranty which may deprive Guarantor of its right to subrogation against Shipper to recover full indemnity for any payments made pursuant to this Guaranty; and/or
  - (d) 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 Transporter 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 Transporter 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 Transporter to any other or further action in any circumstances without Notice or demand. It is not necessary for Transporter 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 Transporter 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. Guarantor waives any right (except as shall be required by applicable statute or law and cannot be waived) to require Transporter 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 Transporter'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 Transporter to enter into the PA and FTS Agreement, Guarantor represents, warrants, and covenants that:
  - (a) Status. Guarantor (i) is a duly organized and validly existing [corporation, limited liability company or limited partnership], 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. In the event this Guaranty is collected or enforced by or through Transporter, Guarantor hereby agrees to reimburse Transporter for all reasonable and documented out-of-pocket costs and expenses of collection or enforcement, including reasonable attorneys' fees actually incurred.
13. Guarantor covenants and agrees that, on and after the date hereof, Guarantor shall take, or will refrain from taking, as the case may be, all material actions that are necessary to be taken or not taken so that Shipper will be in material compliance with any provision,

covenant, or agreement of Shipper contained in the FTS Agreement.

14. 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 Transporter 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 Transporter 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, Transporter may refuse to provide its consent (and the same shall not be deemed unreasonable) if the proposed assignee fails to satisfy or comply with Transporter's financial assurance or credit requirements whether pursuant to a credit agreement or not.
15. 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 Transporter.
16. Guarantor acknowledges that an executed (or conformed) copy of the PA and/or the FTS Agreement, if executed at the time of execution of this Guaranty, has been made available to Guarantor and Guarantor is familiar with the contents thereof.
17. All notices, requests, demands and other communications hereunder shall be in writing and will be deemed to have been duly given when (i) personally delivered to receiving party's physical address, (ii) sent by overnight courier service to receiving party's physical address; or (iii) sent by electronic transmission (email) with a courtesy copy sent via overnight courier service to receiving party's physical address, in each case to the appropriate addresses or email addresses set forth below (or to such other addresses or email addresses as a party may designate by notice to the other party); 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:

If to Transporter, to:

**Transwestern Pipeline Company, LLC**

Attn: Credit Risk Management

1300 Main St.

Houston, Texas 77002-6803

Email: [creditrisk@energytransfer.com](mailto:creditrisk@energytransfer.com)

With a copy to:

**Transwestern Pipeline Company, LLC**

Attn: Office of General Counsel

8111 Westchester Dr.

Dallas, TX 75225

Email: [generalcounsel.mailbox@energytransfer.com](mailto:generalcounsel.mailbox@energytransfer.com)

18. Binding/Controlling Law/Venue.

(a) This Guaranty and all matters arising out of or relating to this Agreement, including any actions, suits, or proceedings whether sounding in contract, tort, or statute, are governed by and construed in accordance with the laws of the State of Texas, without regard to principles of conflicts of law.

(b) Each of the Parties agrees that: (i) this Guaranty bears a reasonable relation to the State of Texas under Section 271.004 of the Texas Business and Commerce Code (“TBCC”); and (ii) the laws of the State of Texas govern: (A) all issues relating to this Guaranty; (B) the interpretation and construction of this Guaranty; and (C) the validity or enforceability of this Guaranty as set forth in Sections 271.005-271.007 of the TBCC.

(c) Each of the Parties irrevocably and unconditionally confirms and agrees that: (i) it is and shall continue to be subject to the jurisdiction of the state courts of the State of Texas (including TBCs, as hereinafter defined); (ii) it waives any objection to the personal jurisdiction of the state courts of the State of Texas (including TBCs); (iii) the Texas Business Courts (“TBC(s)”), as established by Chapter 25A of the Texas Government Code (“TGC”), have subject matter jurisdiction over any action, suit, or proceeding arising out of or relating to this Guaranty to the greatest extent permitted under Chapter 25A of the TGC; and (iv) it waives any objection to the jurisdiction of a TBC over any claim or demand brought in any action, suit, or proceeding arising out of or relating to this Guaranty.

(d) Each Party hereby irrevocably and unconditionally: (i) consents and submits to the exclusive, mandatory jurisdiction and venue of the First Business Court Division of the TBCs (“FBCD”), or any other TBC if the FBCD is unable to accept a filing of an action, suit, or proceeding arising out of or relating to this Guaranty for reasons of permanent or temporary closure, refusal to accept new matters, insufficient funding, or any other reason outside the control of the Parties (collectively, “Court Unavailability”), for any and all actions, suits or proceedings arising out of or relating to this Guaranty (and each Party agrees not to commence any actions, suits, or proceedings relating thereto except in the FBCD or other TBC, as applicable); (ii) waives any objection to the laying of jurisdiction or venue of any such litigation in the FBCD or other TBC, as applicable; and (iii) agrees not to plead or claim that such litigation brought therein has been brought in any inconvenient forum.

(e) If (i) no TBC is able to accept a filing of an action, suit, or proceeding arising out of or relating to this Guaranty for reasons of Court Unavailability; or (ii) if a TBC determines, in a final order, that the TBC lacks subject matter jurisdiction over an action, suit, or proceeding arising out of or relating to this Guaranty, then each Party hereby irrevocably and unconditionally: (A) consents and submits to the exclusive, mandatory jurisdiction and venue of the Judicial District Courts of Dallas County, Texas (“Dallas JDC”) (and each Party agrees not to commence any litigation relating thereto except in the Dallas JDC) for any and all actions, suits or proceedings arising out of or relating to this Guaranty; (B) waives any objection to the laying of jurisdiction or venue of any such action, suit, or proceeding in a Dallas JDC; and (C) agrees not to plead or claim that such litigation brought therein has been brought in any inconvenient forum. Each Party hereto hereby irrevocably and unconditionally agrees that the venue for a jury trial of any and all actions, suits or proceedings arising out of or relating to this Guaranty shall be Dallas County, Texas. For the avoidance of doubt, the Parties acknowledge and agree that the agreed designation of venue for jury trial in Dallas County, Texas is to satisfy

the requirements of Section 25A.015 of the TGC and Section 15.020 of the TCPRC.

(f) The Parties acknowledge and agree that any action, suit, or proceeding arising out of or relating to this Guaranty shall not be subject to removal to federal court for any reason and each Party irrevocably waives any such right. Any Party who removes or attempts to remove any action to federal court shall pay all reasonable attorney's fees and costs incurred in obtaining a remand of the action to the TBC or to the Dallas JDC.

(g) The Parties acknowledge and agree that any Party who files any action, suit, or proceeding arising out of or relating to this Guaranty in any court other than a court of the State of Texas (including TBCs) shall pay all reasonable attorney's fees and cost incurred in obtaining a removal, transfer, stay, dismissal, injunction, or other termination or discontinuation of such action, suit, or proceeding.

(h) If a TBC determines, in a final order, that the TBC lacks subject matter jurisdiction over any portion or subset of the claims or demands at issue in any action, suit, or proceeding otherwise properly before a TBC, the Party bringing such jurisdictionally improper claim or claims agrees to stay prosecution of such claim or claims pending entry of final judgment, and mandate of all appeals of claims that were retained by the TBC. Each Party hereto further agrees to enter into a tolling agreement related to such jurisdictionally improper claim or claims.

19. 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.
21. 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.
22. This Guaranty reflects the whole and entire agreement of the parties and, with the exception of the Precedent Agreement and FTS Agreement, supersedes all prior agreements, understandings and/or guaranties related to the subject matter hereof.
23. 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

### STANDBY LETTER OF CREDIT FORMAT

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

DATE: \_\_\_\_\_

ISSUER: [ISSUING BANK MUST HAVE MINIMUM RATINGS OF A BY S&P AND A2 BY MOODY'S AND BE HEADQUARTERED IN THE U.S. OR BE THE U.S. BRANCH OF A FOREIGN BANK ]

BENEFICIARY: TRANSWESTERN PIPELINE COMPANY, LLC  
ATTN: CREDIT RISK MANAGEMENT  
1300 MAIN STREET  
HOUSTON, TX 77002-6803

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 TRANSPORTATION SERVICE AGREEMENT(S) (COLLECTIVELY, THE "AGREEMENT(S)"), 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 CURRENT 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 BENEFICARY 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 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 [PLEASE PROVIDE] OR BY ELECTRONIC TRANSMISSION TO ISSUING BANK'S EMAIL ADDRESS [PLEASE PROVIDE] OR BY FACSIMILE TO ISSUING BANK'S FAX NUMBER [PLEASE PROVIDE].
- 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 DRAW 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 DRAW DOCUMENTS, NO LATER THAN THE THIRD (3<sup>rd</sup>) BANKING DAY FOLLOWING THE DATE SUCH DEMAND FOR PAYMENT IS PRESENTED, EMAILED 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 998, 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 CHOICE OF LAW DOCTRINE. IN THE EVENT OF ANY CONFLICT, ISP98 SHALL CONTROL. ANY DISPUTES ARISING FROM OR IN CONNECTION WITH THIS STANDBY LETTER OF CREDIT SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN.

**ATTACHMENT IV  
TO  
PRECEDENT AGREEMENT  
BETWEEN  
TRANSWESTERN PIPELINE COMPANY, LLC  
AND  
SHIPPER**

**DATED OCTOBER 25, 2025**

**BID FORM**

**TRANSWESTERN PIPELINE COMPANY, LLC**  
**BINDING BID FORM**  
**DESERT SOUTHWEST EXPANSION**  
**Page 1 of 2**

**Shipper Information:**

Company: \_\_\_\_\_

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

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For service under **RATE SCHEDULE FTS-1P** (if applicable)

**Maximum Daily Transportation Quantity:** \_\_\_\_\_ Dth/d

**Primary Receipt Point(s):**

Location or Interconnecting Party	County	State	Other location details (latitude/longitude)	Quantity (Dth/day)

**Primary Delivery Point(s):**

Location or Interconnecting Party	County	State	Other location details (latitude/longitude)	Quantity (Dth/day)

**Fixed Negotiated Rate:** \$ \_\_\_\_\_/Dth/Day    **or**    ☐ **Recourse Rate**

**Contract Term:** \_\_\_\_\_ years

**Willing to Accept Pro Rata Quantity?**    ☐ **Yes**    ☐ **No**

**TRANSWESTERN PIPELINE COMPANY, LLC**  
**BINDING BID FORM**  
**DESERT SOUTHWEST EXPANSION**  
**Page 2 of 2**

For service under **RATE SCHEDULE FTS-3P** (if applicable)

**Maximum Daily Transportation Quantity:** \_\_\_\_\_ Dth/d

**Primary Receipt Point(s):**

Location or Interconnecting Party	County	State	Other location details (latitude/longitude)	Quantity (Dth/day)

**Primary Delivery Point(s):**

Location or Interconnecting Party	County	State	Other location details (latitude/longitude)	Quantity (Dth/day)

**Fixed Negotiated Rate:** \$ \_\_\_\_\_/Dth/Day      **or**      ☐ **Recourse Rate**

**Contract Term:** \_\_\_\_\_ years

**Willing to Accept Pro Rata Quantity?**      ☐ **Yes**      ☐ **No**

\_\_\_\_\_  
**Signature of Shipper**

\_\_\_\_\_  
**Date**