

NEGOTIATED RATE PROVISIONS:

ARTICLE 1

NEGOTIATED RATE PARAMETERS

1.1 Negotiated Rate Term. For service provided by FEP to Shipper under the Transportation Agreement, the Negotiated Rates set forth in this Agreement shall be effective from August 1, 2011 through December 31, 2020, and thereafter to the extent provided in Section 3.4 of this Agreement, unless otherwise agreed by FEP and Shipper.

1.2 Primary Term Reservation and Commodity Rates; Initial Rate. For service provided by FEP to Shipper from the Eligible Receipt Points to the Eligible Delivery Points set forth in this Article 1 during the Primary Term of the Transportation Agreement, Shipper shall pay FEP the following Fixed Negotiated Monthly Base Reservation Rate and Fixed Negotiated Base Commodity Rate:

(a) Fixed Negotiated Monthly Base Reservation Rate: \$7.4527/Dth of Shipper's Transportation Agreement Contract MDQ (equal to \$0.245/Dth per day on a 100% load factor basis).

(b) Fixed Negotiated Base Commodity Rate: \$0.00/Dth.

(c) Initial Rate: The Fixed Negotiated Monthly Base Reservation Rate, Fixed Negotiated Base Commodity Rate, and the other rates and charges set forth below in Sections 2.1, 2.2, 2.3, and 2.4 may at times be referred to collectively in this Agreement as Shipper's "Initial Rate".

The Fixed Negotiated Monthly Base Reservation Rate and Fixed Negotiated Base Commodity Rate shall remain fixed for the Primary Term of the Transportation Agreement, regardless of any otherwise applicable maximum or minimum rate set forth in FEP's FERC Gas Tariff, as may be revised from time to time ("Tariff").

1.3 Eligible Primary Receipt Points. The Negotiated Rates shall apply to service provided to Shipper from the Primary Receipt Points set forth in Exhibit A to the Transportation Agreement, up to the Point MDQ at each such Point, as set forth on such Exhibit A dated as of July 26, 2011. Prior to December 1, 2012, if Shipper changes its Primary Receipt Points, then (i) the Negotiated Rates shall apply only to such changed Primary Receipt Points to the extent that Shipper's total Primary Receipt Point volumes in any receipt point segment as set forth in the table below (each a "Receipt Point Segment") do not exceed the stated volumes set forth in such table for such Receipt Point Segment, and (ii) absent agreement of Shipper and FEP, FEP's maximum rates will apply solely to any Primary Receipt Point volumes in any Receipt Point Segment in excess of the stated volumes set forth in the table below for such Receipt Point Segment and will continue to apply for so long as, and to the extent that, such stated volumes remain exceeded in such Receipt Point Segment; provided if on or after December 1, 2012, Shipper changes its Primary Receipt Points, from time to time, then the limitations set forth in the table below shall not be applicable to those changes and the Negotiated Rates shall apply to such changed Primary Receipt Point volumes; provided that the Negotiated Rates shall not apply to points West of South Rainbow.

Receipt Point Segments	Volume Dth
Points West of Twin Groves but not West of South Rainbow	56,250
Twin Groves and Points West of Yellowstone	131,250
Yellowstone and Points East	375,000

1.4 Eligible Secondary Receipt Points. The Negotiated Rates shall apply to service provided to Shipper on a secondary firm basis from all receipt points on the Pipeline.

1.5 Eligible Primary Delivery Points. The Negotiated Rates shall apply to service provided to Shipper to the Primary Delivery Points set forth in Exhibit B to the Transportation Agreement, up to the Point MDQ at each such Point, as set forth on such Exhibit B as of July 26, 2011, and to service provided to any Primary Delivery Point under the Transportation Agreement, as amended from time to time, that is on the Pipeline.

1.6 Eligible Secondary Delivery Points. The Negotiated Rates shall apply to service provided to Shipper on a secondary firm basis to all delivery points on the Pipeline.

1.7 Segmentation. Shipper shall have segmentation rights on the Pipeline in accordance with FEP's Tariff. The Negotiated Rates shall apply to all firm transportation service provided to Shipper in accordance with Shipper's capacity segmentation rights, to the extent that there is no overlap of firm capacity paths because of such segmentation. Segmentation solely at the point level shall not constitute an overlap of Shipper's capacity paths. Shipper shall pay no additional reservation or commodity charges for use of such capacity segmentation rights.

## ARTICLE 2

### ADDITIONAL RATES AND CHARGES

2.1 AOS Rates. Unless otherwise agreed by Shipper and FEP, Shipper shall pay FEP the applicable rate for Authorized Overrun Service ("AOS"), as set forth in FEP's Tariff; provided, however, that during the Primary Term of the Transportation Agreement, Shipper shall pay FEP an AOS rate of \$0.15/Dth for all AOS provided on the Pipeline, up to a maximum quantity of 50,000 Dth/d ("AOS Quantity").

2.2 Surcharges; Imbalance and Penalty Charges. The rates to be charged for service under the Transportation Agreement to which the Negotiated Rates apply shall include, in addition to the other rates and charges set forth in this Agreement, the ACA surcharge, and only such other surcharges which: (i) the FERC may from time to time permit interstate pipelines to charge, as a matter of general policy, in addition to, and without duplication of any portion of FEP's Tariff base reservation rates; and (ii) have been filed with and approved by the FERC as a standard tariff charge by a majority of Class 1 interstate natural gas pipelines at the time at which FEP files for and receives the approval of the FERC to impose such charge; provided, however, that FEP shall discount any such other surcharges to the maximum extent permitted under FEP's Tariff, which shall permit FEP to discount such other surcharges to the maximum extent permitted by FERC policy, and FEP shall not recover from Shipper any such charges which it has discounted to other shippers. Shipper shall also pay all applicable imbalance and penalty charges under FEP's Tariff.

2.3 Fuel Charge.

(a) Shipper shall reimburse FEP for Fuel Gas and Lost and Unaccounted For Gas ("L&U", and collectively, the "Fuel Charge") in accordance with the Fuel Charges set forth in FEP's Tariff from time to time, and the fuel tracking mechanism set forth in FEP's Tariff; provided, however, that beginning with the fourth month of the Primary Term of the Transportation Agreement and continuing through the end of the Primary Term, including any extensions thereof, Shipper's Fuel Charge, including any component of such charge authorized by FEP's Tariff for the Current Component (as defined in the Tariff) or the Deferred Component (as defined in the Tariff) in a prior period, applicable to Shipper's Contract MDQ, shall be capped at 0.71% and shall not exceed that percentage ("Fuel Cap"); provided further, however, that, except as set forth below, in no event shall Shipper in any twelve month period pay more than the actual Fuel Charge, as adjusted pursuant to FEP's Tariff for the Current Component or the Deferred Component in a prior period; and provided further that, so long as FEP has fully credited Shipper with over recoveries for Fuel Gas and L&U provided by Shipper, nothing in this Section 2.3(a) shall be construed to preclude FEP from charging to a deferral account for future recovery any amount by which the Fuel Charge is above the Fuel Cap (the "Under Recovered Amounts") and recovering same from Shipper by adjusting the Fuel Charge for any subsequent calendar month, subject to the Fuel Cap. Any over recoveries from Shipper shall be credited to Shipper's Fuel Charge during a period not to exceed twelve (12) months. The Under Recovered Amounts shall be recovered from Shipper during subsequent periods when the Fuel Charge is projected to be below the Fuel Cap. In such situations, FEP will charge Shipper a percentage equal to the Fuel Cap until the deferral account is reduced to zero.

(b) Notwithstanding the provisions of Section 2.3(a), the Fuel Charge applicable to the first three months of the Primary Term of the Transportation Agreement shall be capped at 1.00%. The Fuel Cap shall not apply to: (i) any Booster Compression Fuel pursuant to Section 2.4 below; (ii) any agreement for service on the Pipeline between FEP and Shipper other than the Transportation Agreement; (iii) any capacity acquired pursuant to Section 3.6 below; (iv) any capacity that Shipper may acquire under the capacity release provisions of FEP's Tariff; or (v) any Authorized Overrun Service, provided that the Fuel Cap shall apply to the AOS Quantity if the total capacity of FEP's pipeline system is not greater than 2,000,000 Dth per day. With regard to firm or interruptible transportation from the Arkansas Receipt Points to the NGPL Interconnect, and only so long as there is sufficient pressure in the Pipeline to allow FEP to make deliveries to the NGPL Interconnect without the use of compression, Shipper will not be assessed a charge for Fuel Gas, but will be assessed the L&U charge in accordance with FEP's Tariff. Should FEP at its sole option

ever add compression facilities to enable the transportation of gas from the Arkansas Receipt Points to the NGPL Interconnect, Shipper shall be required to pay the Fuel Charge associated with same pursuant to FEP's Tariff, as limited by the Fuel Cap. In no event shall Shipper's Fuel Charge include any Fuel Gas or L&U which FEP has been unable to recover from other shippers.

2.4 **Booster Compression.** If: (i) a new receipt or delivery point is established on FEP's pipeline system, other than the Arkansas Receipt Points, the NGPL Interconnect, and the Mississippi Interconnects, that requires the installation of booster compression to effect receipts or deliveries at such point; (ii) FEP owns and operates such booster compression; and (iii) FEP remains in compliance with the receipt point pressures set forth in Exhibit A to the Transportation Agreement, then Shipper's ability to utilize such point for receipts and deliveries shall be subject to any booster service fees approved by the FERC, and the provision by Shipper of Booster Compression Fuel associated with such booster compression as set forth in FEP's Tariff.

2.5 **IT and Penalty Revenue Crediting.** To the extent that Shipper remains a Foundation Shipper under the provisions of FEP's Tariff, Shipper shall be entitled to participate in an interruptible transportation service ("IT") revenue crediting mechanism (exclusive of AOS and any interruptible service revenues other than FEP's Rate Schedule ITS revenues) under which Foundation Shippers receive a portion of FEP's net IT revenue. Under such crediting mechanism, at the beginning of each month, if the amount of firm capacity subscribed for such month: (i) is equal to or greater than eighty percent (80%) of FEP's existing system capacity available for sale for such month, then Shipper and all other Foundation Shippers shall receive in aggregate their pro rata share, based on their respective Contract MDQs, of fifty percent (50%) of the IT revenue, net of variable costs incurred in providing such service (including without limitation the applicable minimum commodity rate and Fuel Charges), collected by FEP for such month ("Net IT Revenue"); or (ii) is less than 80% of FEP's existing system capacity available for sale for such month, then Shipper and all other Foundation Shippers shall receive in aggregate their pro rata share, based on their respective Contract MDQs, of ten percent (10%) of the Net IT Revenue collected by FEP for such month. Each Foundation Shipper shall receive a share of the IT revenue for any month which is prorated based on each Foundation Shipper's effective Contract MDQ during such month. Foundation Shipper shall also be entitled to receive, in accordance with the provisions of FEP's Tariff, a credit for its pro rata share, based on the Contract MDQ of all shippers during the relevant period, of any penalty revenues collected by FEP which negotiated rate shippers are permitted to receive under then-applicable FERC policy and the provisions of FEP's Tariff. FEP shall at no time initiate a change to FEP's Tariff which would materially adversely affect the rights of Shipper under this Section 2.5 in the reasonable exercise of Shipper's judgment.

2.6 **Favored Nations Rights.** If at any time prior to or during the Primary Term of the Transportation Agreement and any extensions thereof, FEP contracts at a negotiated, discounted, or recourse rate (so long as such rate is not stated as the "maximum recourse rate" of FEP, which rate may change from time to time as FEP revises its maximum recourse rate) with any firm shipper for capacity which originates at any point located on the Supply Leg, as that term is defined in Exhibit A to the Transportation Agreement (including the NGPL Interconnect and any Additional Eligible Receipt or Delivery Point on the Supply Leg), and extends to any of the Mississippi Interconnects, or any point downstream of a Mississippi Interconnect, and has a primary term which is equal to or greater than twelve (12) consecutive months (a "Third Party Contract"), then to the extent such rate ("Lower Rate") is lower than the corresponding Initial Rate in effect with Shipper under the Transportation Agreement for a Similar Path (as defined below) and time period, FEP shall offer to reduce Shipper's Initial Rate under the Transportation Agreement to a rate equal to the Lower Rate (Shipper's "Favored Nations Rate") by written notice to Shipper within ten (10) days of any such contract, and Shipper shall inform FEP whether it wishes to exercise such right within ten (10) days of its receipt of such notice from FEP; provided, however, that if the 10-day period for Shipper to exercise this right with respect to a specific Favored Nations Rate has lapsed, any subsequent assignment or release by Shipper to a BHP Entity, as defined in Section 3.7 below, shall not trigger a new right for such BHP Entity to exercise such right. For purposes of rate comparisons under this Section 2.6 where FEP contracts for capacity with a shipper for multiple terms of less than twelve (12) months in any period of twenty-four (24) consecutive months, those transactions will be deemed to be a single contract with a primary term which is equal to or greater than twelve (12) consecutive months. The Favored Nations Rate hereunder shall be effective for the same term, the Similar Path, and the Contract MDQ as to which the Lower Rate is applicable, after which term the Initial Rate shall become effective for the remainder of the Primary Term or the extended term, if Shipper elects to receive service under the Transportation Agreement at such rate, and shall be subject to the rate protections afforded to Shipper contained in this Section 2.6; provided, however, that if the Lower Rate applies to a term that extends beyond the Primary Term, Shipper must amend the Transportation Agreement to extend a portion of the Contract MDQ equal to the contract MDQ associated with the Lower Rate (the "Lower Rate MDQ") for a term that matches the term associated

with the Lower Rate (the "Lower Rate Term"); provided, however, that in the event the Lower Rate MDQ exceeds the Contract MDQ, Shipper shall be eligible to elect the Favored Nations Rate by extending all of the Contract MDQ at the Favored Nations Rate for the Lower Rate Term. In such event, Shipper shall be neither required, nor entitled, to increase the Contract MDQ to the Lower Rate MDQ. FEP shall not be required to offer any Lower Rate to Shipper which (i) applies to any contract with Shipper; or (ii) results from the temporary or permanent assignment or release of firm capacity by Shipper or any other shipper under FEP's Tariff. For purposes of determining whether the rate offered to any firm shipper is a Lower Rate, FEP shall compare on a 100% load factor basis the base reservation and commodity rates and surcharges which are applicable to such firm shipper with the same rate components charged in connection with Shipper's Initial Rate; provided, however, that if such rate is for capacity which results from an expansion of the Pipeline, then the determination of whether such rate is a Lower Rate shall also include a comparison of the Fuel Charges paid by such firm shipper with the Fuel Charges which would apply to Shipper for the relevant capacity based on natural gas commodity prices as of the date on which FEP contracts with such firm shipper. For purposes of this Section 2.6, a Similar Path shall mean a transportation path where gas is received on the Supply Leg and is delivered at or downstream of any of the Mississippi Interconnects, including any point on a future extension of the Pipeline.

2.7 Additional Rates and Charges. For any service provided under the Transportation Agreement to which the Negotiated Rates set forth in this Agreement do not apply, Shipper shall pay FEP all applicable maximum rates, charges, surcharges, and penalties of any nature set forth in FEP's Tariff, as may be revised from time to time, including without limitation all applicable maximum: (i) reservation and commodity rates, charges, and surcharges; (ii) Fuel Gas, Booster Compression Fuel, and Lost and Unaccounted For Gas charges; and (iii) authorized and unauthorized overrun charges.

### ARTICLE 3 MISCELLANEOUS PROVISIONS

3.1 Applicable Maximum and Minimum Tariff Rates. Unless otherwise expressly provided in this Agreement, the Negotiated Rates shall apply to service provided by FEP to Shipper for the term of the Transportation Agreement, notwithstanding any otherwise applicable maximum or minimum rates set forth in FEP's Tariff, as may be revised from time to time.

3.2 Refunds. In no event shall FEP be required to refund to Shipper any amounts collected for service to which the Negotiated Rates apply, notwithstanding any otherwise applicable maximum or minimum rate set forth in FEP's Tariff.

3.3 Conformance to Law. Shipper and FEP understand and agree that this Agreement shall be subject to any and all applicable conditions precedent under FEP's Tariff and the regulations and policies of the FERC, including without limitation any requirements for FEP to file for and receive FERC approval of the Negotiated Rates.

3.4 Rollover and ROFR Rights. Shipper shall have the unilateral right to extend the initial and any subsequent term of the Transportation Agreement beyond the Primary Term for all or any portion of the existing Contract MDQ: (i) at Shipper's Initial Rate or at negotiated rates equal to all applicable then-existing maximum recourse rates, or at a negotiated rate equal to any applicable Favored Nations Rate pursuant to Section 2.6 above which is in effect at the end of the Primary Term or any subsequent extended term subject to the limitations contained in Section 2.6 above, for a minimum term of five (5) years; or (ii) at Shipper's Initial Rate, for a term of one (1) year (collectively, the "Rollover Right"); provided, however, that any applicable Favored Nations Rate shall only apply to the same portion of the Contract MDQ during such extended term as to which it applied at the end of the Primary Term or any subsequent extended term. Shipper may exercise the Rollover Right by the provision of twelve months' prior written notice to FEP prior to the end of the Primary Term or any subsequent extended term. Shipper may also exercise its Rollover Right with regard to capacity for which Shipper has previously exercised its Rollover Right or its contractual right-of-first-refusal. Shipper shall also have a contractual right-of-first-refusal to retain capacity under the Transportation Agreement upon expiration of the Primary Term and any subsequent term which is equal to or greater than one (1) year, in the event that Shipper elects not to exercise any applicable Rollover Right with respect to such capacity which shall be exercisable in accordance with the procedures set forth in the Tariff. Shipper's exercise of any of its term extension rights under this Section 3.4 shall not affect in any manner Shipper's right at any later date to exercise any other term extension right hereunder. Shipper may exercise any of its term extension rights under this Section 3.4 an unlimited number of times.

## SPECIAL TERMS:

SHIPPER is: Shipper shall be a "Foundation Shipper" under the provisions of FEP's FERC Gas Tariff, as may be revised from time to time ("Tariff"), subject to the provisions of this Transportation Agreement.

TERM: This Transportation Agreement shall be effective for a Primary Term from July 26, 2011 through December 31, 2020. The term of this Transportation Agreement may be extended following expiration of the Primary Term, in accordance with the provisions of Exhibit C to this Transportation Agreement and any applicable provisions of FEP's Tariff. The FEP mainline pipeline and associated facilities (including related mainline compression facilities located near Bald Knob in White County, Arkansas) from POI Nos. 78556, 78557, 78558, and 78526 (collectively, the "Arkansas Receipt Points") to the points of interconnection between FEP's pipeline system and the pipeline systems owned by Texas Gas Transmission ("TGT Interconnect"), ANR Pipeline Company ("ANR Interconnect"), and Trunkline Gas Company ("TGC Interconnect", and such interconnect collectively with the TGT Interconnect and the ANR Interconnect, the "Mississippi Interconnects"), together with the facilities at the point of interconnection between FEP's pipeline and the facilities of Natural Gas Pipeline Company of America, LLC ("NGPL Interconnect"), shall be referred to herein collectively as the "Pipeline."

7. The above-stated Rate Schedule, as revised from time to time, controls this Transportation Agreement and is incorporated herein. The attached Exhibits A B, and C are incorporated by reference and made a part of this Transportation Agreement. Shipper shall provide the actual end user purchaser name(s) to FEP if FEP must provide them to the FERC.

### EXHIBIT A:

#### Receipt Pressure

Gas to be delivered to FEP at the Receipt Point(s) shall be in accordance with Section 18.1 of FEP's General Terms and Conditions, but shall not be in excess of the Maximum Allowable Operating Pressure ("MAOP") stated for each Receipt Point in FEP's Catalog of Points; provided, however, that Shipper shall tender gas to FEP at the Arkansas Receipt Points at a minimum receipt point pressure of 1100 psig or the prevailing pressure of the Pipeline, not to exceed a maximum receipt point pressure of 1167 psig; and provided further, however, that FEP shall at no time operate the Pipeline such that the receipt point pressure on the "Supply Leg" (which consists, collectively, of the Arkansas Receipt Points and the pipeline segment downstream (easterly) of the westernmost of the Arkansas Receipt Points and upstream (westerly) of the suction side of FEP's Bald Knob, Arkansas compressor station) exceeds 1167 psig.

### EXHIBIT C:

## ARTICLE 3

### MISCELLANEOUS PROVISIONS

3.5 Creditworthiness. Shipper at all times must maintain such creditworthiness (**or provide credit support**) as is required under this Section 3.5.

(a) Shipper will be deemed creditworthy if either: (1) (i) its long-term unsecured debt securities are rated at least BBB- by Standard & Poor's Financial Services LLC, a subsidiary of The McGraw-Hill Companies, Inc. ("S&P") and at least Baa3 by Moody's Investors Service, Inc. ("Moody's"), without being qualified by or subject to a ratings action indicating a negative short-term or long-term outlook; and (ii) the sum of reservation charges, commodity charges and any other associated fees and charges for thirty-six months is less than 20% of Shipper's tangible net worth; or (2) to the extent that Shipper is not rated by S&P and Moody's, FEP determines, based on all of the information that FEP requires Shipper to provide to FEP in order to permit FEP to evaluate Shipper's creditworthiness, that Shipper's level of creditworthiness is at least equivalent to that of an entity which meets all of the creditworthiness requirements set forth in Section 3.5(a)(1) above. The term "tangible net worth" shall mean for a corporation the sum of the capital stock, paid-in capital in excess of par or stated value, and other free and clear equity reserve accounts less goodwill, patents, unamortized loan costs or restructuring costs, and other intangible assets. Only actual tangible assets are included in FEP's assessment of creditworthiness. In comparing the overall value of Shipper's contract to tangible net worth for credit evaluation purposes, FEP will compare the net present value of the demand or reservation charge obligations under such contracts to Shipper's current tangible net worth. If Shipper has multiple service agreements with

FEP, then the total potential fees and charges of all such service agreements shall be considered in determining creditworthiness.

(b) Shipper has provided to FEP an irrevocable guaranty of performance and payment from BHP Billiton Petroleum (Deepwater) Inc. ("Guarantor") of Shipper's obligations under the Transportation Agreement dated July 26, 2011 ("Guaranty"), which provides that: (i) Guarantor's obligations under the Guaranty are conditioned on Shipper not satisfying, from time to time, the criteria described in Section 3.5(a) above; and (ii) Guarantor shall guarantee the performance by Shipper of its obligations under the Transportation Agreement, subject to a cap equal to ninety-four million dollars (\$94,000,000) ("Guaranty Cap"). Notwithstanding the foregoing provisions of this Section 3.5(b), Shipper shall use good faith efforts to obtain all necessary Board approvals to permit Shipper to cause Guarantor to amend the Guaranty, by September 30, 2011, to reflect an increase in the Guaranty Cap to one hundred and seventeen million dollars (\$117,000,000), provided that the amended Guaranty shall also provide that the amount of such increased Guaranty Cap shall decrease to eighty-seven million dollars (\$87,000,000) on October 1, 2013, if Shipper has not exercised its right under Section 3.6 below to acquire available unsubscribed firm capacity on FEP's pipeline system.

(c) In the event that Guarantor's credit rating by S&P or Moody's decreases below the respective rating levels set forth in Section 3.5(a)(1), or in the event that Guarantor for any reason is not rated by S&P and Moody's and FEP determines that Guarantor does not satisfy all of the creditworthiness requirements applicable to Shipper under Section 3.5(a)(2) above and so notifies Guarantor in writing, at any time during the term of the Transportation Agreement, then within five (5) business days of such ratings decrease or Guarantor's receipt of such written notice from FEP, as applicable, Shipper shall be required to provide FEP with, and at all times maintain in effect, credit support reasonably satisfactory to FEP in an amount equal to one month of reservation fees and commodity fees for all of Shipper's obligations under the Transportation Agreement, and within twenty (20) days thereafter, Shipper shall provide an amount equal to the lesser of thirty (30) months or the number of months remaining in the term of the Transportation Agreement, as such term may be extended from time to time, of such charges. The obligation to maintain such credit support shall extend until such time as Guarantor's credit rating by S&P or Moody's is at or above the respective rating levels set forth in Section 3.5(a) above, or in the event that Guarantor for any reason is not rated by S&P and Moody's, until such time, if any, as FEP may determine that Guarantor has satisfied all of the creditworthiness requirements applicable to Shipper under Section 3.5(a)(2) above. Additionally, and notwithstanding any other provision in this Section 3.5(c), Shipper understands and agrees that FEP, in initially accepting the Guaranty from Guarantor as security in connection with Shipper's obligations under the Transportation Agreement, has expressly relied in part upon Shipper's agreement to cause the Chief Financial Officer of Guarantor, or his/her designee, to provide FEP with timely and accurate information concerning Guarantor's then-current financial status, on a quarterly basis, sufficient to permit FEP to verify the continued creditworthiness of Guarantor with respect to Guarantor's obligations to FEP under the Guaranty. Upon FEP's request, Guarantor shall provide such quarterly financial information to FEP by teleconference no later than the tenth (10th) business day following the end of each of Guarantor's fiscal quarters, and semi-annually shall provide to FEP a copy of Guarantor's six-month financial information contained in BHP Billiton Limited's half-year end audited financials no later than sixty (60) days after the half-year end. FEP expressly reserves the right, at its sole discretion (i) to consider any failure by Guarantor to so provide FEP with such quarterly updates or semi-annual reports in connection with the exercise by FEP of any of FEP's rights under this Section 3.5(c), and (ii) to request any and all such additional information from Guarantor as FEP determines may be necessary to permit FEP to verify the continued creditworthiness of Guarantor.

(d) Notwithstanding anything to the contrary herein or in FEP's Tariff, the creditworthiness or credit support requirements set forth in this Section 3.5 shall fully satisfy any and all of FEP's creditworthiness standards under the Transportation Agreement, and shall apply to any permitted assignment (in whole or in part) of, and to any permitted permanent release of capacity under, as applicable, the Transportation Agreement, except that there shall be no requirement that Guarantor guaranty, or otherwise provide support of, any assignment or permanent release to an entity which is not affiliated with Shipper or Guarantor.

**3.6 Available In-Service Capacity.** Through September 30, 2013, Shipper shall have the right to acquire any available unsubscribed firm capacity on FEP's pipeline system, including any unsubscribed capacity resulting from any expansion of the Pipeline, after such expansion is placed in service, for a minimum contract term commencing on the first day of the calendar month following the date of Shipper's request, for the then-remaining Primary Term of the Transportation Agreement, at a negotiated monthly reservation rate of \$7.4527/Dth and a negotiated commodity rate of \$0.00/Dth and solely those rates and charges set forth in Sections 2.1, 2.2, and 2.4 above, and Fuel Gas and Lost and Unaccounted For Gas in accordance with FEP's Tariff. In order to obtain such capacity, Shipper must submit a binding request in writing for such additional capacity under this Section 3.6 as may be posted as available by FEP from time to time on its FERC interactive website, in accordance with the provisions of FEP's Tariff. FEP shall accept any such request, subject only to

additional capacity availability and FEP not having received a competing request for any capacity requested by Shipper which is still pending at the time of receipt of Shipper's request (a "Pending Request") with an equal or higher value, as computed pursuant to FEP's Tariff. If the Pending Request has an equal value, the capacity shall be awarded pursuant to the terms of FEP's Tariff. In the event that Shipper and additional Foundation Shippers submit requests for capacity with an equal value for which there are not any Pending Requests which under FEP's Tariff are to be considered by FEP at the same time, then FEP shall allocate the affected capacity on a prorated basis in accordance with such requests. FEP shall treat any such request as a prearranged bid for capacity under the provisions of FEP's Tariff, as in effect from time to time, if FEP's Tariff requires FEP to conduct an open season before such capacity may be awarded to Shipper. In the event Shipper acquires additional capacity pursuant to this Section 3.6, FEP and Shipper will execute a new firm transportation service agreement reflecting the terms and conditions contained in this Section 3.6, which shall reflect the rights set forth in Sections 2.5, 2.6, 3.4, 3.5, and 3.7 of this Agreement. If an expansion of the Pipeline is constructed in conjunction with any extension of the Pipeline, the rights set forth in this Section 3.6 shall apply only to that capacity of such expansion which is in excess of the capacity of such extension of the Pipeline.

### 3.7 Succession and Assignment.

(a) (i) The Transportation Agreement may only be assigned in accordance with the express provisions of FEP's Tariff and in accordance with the permanent capacity release provisions of FEP's Tariff. No assignment of the Transportation Agreement, nor any permanent or temporary release of capacity under the Transportation Agreement, will transfer any rights which apply only to "Foundation Shippers" under the terms of FEP's Tariff, other than a permitted assignment in whole of the Transportation Agreement to a single shipper. If Shipper partially assigns the Transportation Agreement or permanently releases a portion of the capacity under the Transportation Agreement, Shipper shall maintain its Foundation Shipper status if Shipper's Contract MDQ under this Transportation Agreement at all times is at least 375,000 Dth/day (the "Minimum Capacity Commitment").

(ii) To the extent that Shipper at any time permanently releases all or any portion of its capacity under the Transportation Agreement, at a rate greater than the rate paid by Shipper for such permanently released capacity, no portion of any such greater rate shall be credited to or otherwise received by Shipper, but shall instead be retained in whole by FEP; provided, this provision shall not apply to any permanent release by Shipper to any BHP Entities, as that term is defined in Section 3.7(b) below, for so long as such entities remain BHP Entities. If Shipper permanently releases capacity under the Transportation Agreement to a BHP Entity at a rate greater than the rate paid by Shipper for such permanently released capacity, then, to recognize the fact that Shipper will no longer be liable to FEP for reservation charges with respect to such capacity (and subject to any limits imposed by the FERC), any credit to Shipper shall be limited to the product of: (a) the difference between (i) Shipper's Fixed Negotiated Monthly Base Reservation Rate set forth in Section 1.2 above that would have been charged to Shipper, and (ii) the reservation rate paid by the replacement shipper BHP Entity for the permanently released capacity; and (b) the capacity, in dekatherms, so released on a permanent basis to the BHP Entity. Shipper shall retain all of its rights under the Transportation Agreement with respect to any capacity under the Transportation Agreement which is not assigned or permanently released by Shipper. In entering into any permanent release: (a) Shipper shall retain the sole right to exercise any rights under Sections 2.6 or 3.6 above, and in any notice to FEP Shipper shall indicate on behalf of which entity such right is being exercised; (b) no such permanent release shall result in Shipper and any BHP Entities exercising rights under Section 2.6 above with respect to greater volumes than therein specified; and (c) any such election by Shipper shall bind Shipper and any BHP Entities and FEP shall be entitled to rely on such elections.

(b) FEP acknowledges that Shipper may, from time to time, seek to reallocate the Contract MDQ held by Shipper among shippers that are directly or indirectly owned, and are controlled by, BHP ("BHP Entities") which shall include Shipper. For purposes of this provision, "controlled by" means the possession of the power to direct or cause the direction of the management and policies of another, whether through the ownership of voting securities, by contract, or otherwise. FEP agrees that: (a) to the extent requested by Shipper and allowed by law, which shall include applicable FERC regulations and policies, including any waiver of the capacity release rules that Shipper obtains from FERC, FEP will allow a maximum of five separate reallocations of the Contract MDQ among the BHP Entities during the Primary Term, as the same may be extended, in minimum quantities no less than 25,000 Dth per day, by the execution of individual firm transportation service agreements by such entities; and (b) if the BHP Entities collectively have a contract maximum daily quantity derived from the Contract MDQ that equals the Minimum Capacity Commitment, each of such entities' firm transportation service agreements shall have all of the attributes of this Agreement, as if such entities were a Foundation Shipper, for so long as all such entities remain owned and controlled by BHP; provided, however, that the rights set forth in this Section 3.7(b) and in Sections 2.6 and 3.6 above may be exercised by Shipper only and Shipper's allocation among the BHP Entities of any capacity obtained pursuant to Sections 2.6 and 3.6 above shall be binding for all the BHP Entities; and provided further, that the Guaranty required in Section 3.5(b) above shall

remain in effect with respect to such firm transportation service agreements, regardless of the creditworthiness of the shippers thereunder. FEP shall, with respect to any reallocation of capacity under this provision, have the right to refer such allocation to FERC for FERC's approval prior to the effectiveness of such reallocation. No reallocations of capacity will result in any increase in the capacity subject to Shipper's rights as a Foundation Shipper under the terms of FEP's Tariff, above the quantity of such capacity as it may decrease from time to time.