

AGENCY AUTHORIZATION AGREEMENT

This Agreement, between Gulf Run Transmission, LLC ("Transporter"), and the parties indicated below, is entered into in accordance with the following terms and conditions. Agent will act as Shipper's Agent for services provided by Transporter, under Transporter's Tariff, pursuant to the Transportation Service Agreement(s) (hereafter "Agreement(s)") except as may be provided below.

Shipper Information

Company
Name _____

Attn _____

Address _____

Phone _____

E-mail _____

Agency Effective Date: _____

Agency Applicable to: _____ All Transportation Service Agreements ⁽¹⁾

OR

_____ Transportation Service Agreement No (s). Identify TSA(s): _____ ⁽¹⁾

YES ⁽²⁾ NO ⁽²⁾

- | | | |
|-------|-------|---|
| _____ | _____ | a) Submitting nominations, viewing Shipper's allocation/imbalance information, performing imbalance netting and trading activities ⁽³⁾ ⁽⁴⁾ |
| _____ | _____ | b) Submitting service requests |
| _____ | _____ | c) Submitting notices under Shipper's Agreement(s) and/or Transporter's Tariff |
| _____ | _____ | d) Negotiating agreements |
| _____ | _____ | e) Executing and amending agreements |
| _____ | _____ | f) All capacity release activities except as described in item "g" below ⁽⁵⁾ |
| _____ | _____ | g) Changing primary points in connection with a capacity release |
| _____ | _____ | h) Viewing/accessing/paying Shipper's invoices ⁽³⁾ |
| _____ | _____ | i) Agent shall have the right to appoint a Sub-Agent. In case of conflict between Agent's and Sub-Agent's Agency Agreements, the terms of the Agent's Agency Agreement shall control. |

⁽¹⁾ If neither is indicated, All Transportation Service Agreement(s) is presumed.

⁽²⁾ If neither is indicated, "NO" is presumed.

⁽³⁾ Agency must be effective for service(s) commencing as of the first day of a month or effective date of the Transportation Service Agreement; if Agency Agreement effective prior to the first day of a month, this function applicable on the first day of the month following agency effective date.

⁽⁴⁾ Agency must be applicable to all of Shipper's Transportation Service Agreements (cannot have different Agents for individual Transportation Service Agreements); if there is a conflict with other Agency Agreements, this function presumed "No."

⁽⁵⁾ This includes Agent's ability to obtain released capacity for Shipper and may obligate Shipper to pay reservation and other charges as well as obligate Shipper to provide termination notices as provided in the acquired capacity contract.

AGENCY AUTHORIZATION AGREEMENT
(Continued)

If Agent to pay on behalf of Shipper:

- Transporter shall make any cash balancing (subject to exceptions described above), refund, penalty revenue crediting and other payments it may be required to make for Shipper's account during the term of this Agency/Asset Manager Authorization Agreement directly to Agent; and
- Shipper shall remain primarily responsible for payment of invoices.

Transporter shall be entitled to rely on Agent's actions with respect to the Transportation Service Agreement(s). Shipper agrees to indemnify, defend and hold harmless Transporter from any and all liabilities, losses, damages, expenses, claims, actions and fines of whatever nature (including, but not limited to, attorneys' fees and court costs incurred by Transporter, whether related to the collection of any amounts due under the Transportation Service Agreement(s) or otherwise) resulting from Transporter's reliance on Agent, including, but not limited to, actions taken by Transporter pursuant to Agent's action or inaction under the Transportation Service Agreement(s). Shipper shall remain liable to Transporter for all of its obligations as Shipper under the Transportation Service Agreement(s), and Transporter shall have no duty, liability or responsibility whatsoever to Agent.

In all cases, notices given to Agent shall be deemed given to Shipper.

This Agency Authorization Agreement may be terminated by Transporter in the event that Agent fails to perform under this Agreement, or at any time by any party giving notice but no such termination shall be effective until the first day of the month following the expiration of a five (5) day period, after Transporter's receipt of written notice of such termination, unless otherwise agreed. This Agency Authorization Agreement shall automatically terminate upon the commencement of service(s) subject to an Agency Authorization Agreement appointing a replacement Agent for the Transportation Service Agreement(s) or if the underlying Transportation Service Agreement(s) expires or terminates, unless otherwise agreed.

This Agreement and all modifications to its terms and provisions shall be effected by written consent of the parties.

If the foregoing is acceptable, please indicate by having an authorized officer execute and return to the undersigned by either mail or electronic communication. The terms of this Agency Authorization Agreement shall not become effective until Transporter's acceptance of a copy of this document executed by Shipper, Agent and, if applicable, Sub-Agent.

TRANSPORTER:
GULF RUN TRANSMISSION, LLC

By: _____
Kate Mason
Senior Manager, Contract Administration

SHIPPER: _____

AGENT: _____

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Please send executed agreement to: Gulf Run Transmission, LLC
Attn: Contract Administration
Email: pipelinecontractadmin@energytransfer.com