

Appendix A
Legal Documents for Gulf Landing LLC
[see Section 2.1.5, 148.105(a)(5)]

Appendix A-1
Limited Liability Company Agreement
of
Gulf Landing LLC
[see Section 2.1.5, 148.105(a)(5)]

AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

OF

GULF LANDING LLC

Effective as of July 11, 2003

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**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT**

This Amended and Restated Limited Liability Company Agreement (this “Amended and Restated LLC Agreement”) is made and entered into as of July 11, 2003 by Shell US Gas & Power LLC, a Delaware limited liability company (the “Member”).

WHEREAS, on January 7, 1998, Tejas Holdings, LLC, (the “Initial Member”) formed a limited liability company named Shell Midstream Holdings, LLC (the “Initial Company”) pursuant to the Delaware Limited Liability Company Act, 6 Del. C. §18-101, et. seq. as amended (the “Delaware Act”) and adopted a Limited Liability Company Agreement dated effective as of January 26, 1998 (the “Original LLC Agreement”); and

WHEREAS, the name of the Initial Company was changed to Tejas Midstream Enterprises, LLC on April 13, 1998, and to Gulf Landing LLC on March 18, 2003 (hereinafter the “Company”), to which Amendments First (dated April 10, 1998) and Second (dated March 18, 2003), respectively, were made to the Original LLC Agreement; and

WHEREAS, the Member now desires to amend and restate the Original LLC Agreement, including Amendments First and Second, to provide for a new, Amended and Restated LLC Agreement to supercede all prior agreements; and

WHEREAS, Section 15.12 of the Original LLC Agreement, as amended, provides authority for Shell US Gas & Power LLC, as the sole Member, to amend the Original LLC Agreement and all amendments thereto by executing this Amended and Restated LLC Agreement in writing, evidencing their approval thereof;

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements herein contained, the Member and all subsequent parties hereto agree as follows:

ARTICLE I

DEFINITIONS

The following terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein):

“Agreement” shall mean this Amended and Restated Agreement as executed and as it may be amended from time to time hereafter.

“Board of Directors” shall mean the board of directors of the Company.

“Business” shall mean development, construction, ownership and operation of liquefied natural gas (“LNG”) and/or natural gas facilities in the United States of America and any and all activities related or incidental thereto.

“Business Day” shall mean any day except a Saturday, Sunday or other day on which commercial banking institutions in Houston, Texas are authorized by law or executive order to close.

“Capital Contribution” shall mean any contribution to the capital of the Company in cash or property by a Member whenever made.

“Capital Percentage” shall mean a Member’s percentage ownership interest in the Company, which initially shall be as set forth in Section 4.1.

“Certificate of Formation” shall mean the Certificate of Formation of the Company filed with the Secretary of State of the State of Delaware pursuant to the Delaware Act to form the Company, as originally executed and as amended, modified, supplemented or restated from time to time, as the context requires.

“Code” shall mean the United States Internal Revenue Code of 1986, as amended, from time to time.

“Delaware Act” shall have the meaning specified in the preamble.

“Delaware Law” shall mean the laws of the State of Delaware, including without limitation, the Delaware Act and the Delaware General Corporation Law.

“Director” shall mean any Person appointed or elected to serve as a director of the Company under this Agreement. As used herein, the term “Director” shall mean a “manager” of the Company, as such term is defined in Section 18-101 of the Delaware Act.

“Entity” shall mean any foreign or domestic general partnership, limited partnership, limited liability company, corporation, joint enterprise, trust, business trust, employee benefit plan, cooperative or association.

“Fiscal Year” shall mean the Company’s fiscal year, which shall be a calendar year unless otherwise determined by the Board of Directors in accordance with Section 706(b) of the Code.

“Member” shall mean each Person who at any time executes a counterpart of this Agreement as a member of the Company pursuant to the terms of this Agreement and who has not ceased to be a Member.

“Member Interest” shall mean a Member’s ownership interest in the Company, including such Member’s share of the profits and losses of the Company, such Member’s right to receive distributions of the Company’s assets and such Member’s other rights as a Member.

“Person” shall mean any individual or Entity, and any heir, executor, administrator, legal representative, successor or assign thereof where the context so admits.

In addition to the foregoing defined terms, certain additional terms are defined in the text hereof.

ARTICLE II

FORMATION OF THE COMPANY

2.1 *Formation.* The Certificate of Formation of the Company has been filed with the Secretary of State of the State of Delaware and was made effective January 17, 1998 pursuant to the Delaware Act.

2.2 *Name.* The name of the Company is Gulf Landing LLC. If the Company shall conduct business in any jurisdiction other than the State of Delaware, it shall register the Company or its trade name with the appropriate authorities in such state in order to have the legal existence of the Company recognized.

2.3 *Place of Business.* The Company may locate its places of business and registered office at any place or places as the Board of Directors of the Company may from time to time deem advisable.

2.4 *Registered Office and Registered Agent.* The registered agent for the service of process and the registered office shall be that Person and location reflected in the Certificate of Formation, or any amendment, as filed in the office of the Secretary of State, within or without the State of Delaware. The Company may, from time to time, change the registered agent or office through appropriate filings with the Secretary of State. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Company shall promptly designate a replacement registered agent or file a notice of change of address as the case may be. If the Company fails to designate a replacement registered agent or change of address of the registered office, any Member may designate a replacement registered agent or file a notice of change of address.

2.5 *Term.* The term of the Company commenced on the date the Certificate of Formation was filed with the Secretary of State of the State of Delaware pursuant to the Delaware Act and the term of the Company and this Agreement shall continue until the winding up and dissolution of the Company and its business is completed following a dissolution, as provided in Article XIV.

2.6 *Purpose of the Company.* The purpose of the Company shall be to conduct the Business and to engage in any lawful act or activity for which limited liability companies may be organized under the Delaware Act. The Company shall have any and all powers necessary or desirable to carry out such purpose and the Business to the extent the same may be legally exercised

by limited liability companies under the Delaware Act. The Company shall carry out the foregoing activities pursuant to the Certificate of Formation and this Agreement.

ARTICLE III

MEMBER

The name and place of business or mailing address of the Member is as follows:

Shell US Gas & Power LLC
1301 McKinney
Suite 700
Houston, Texas 77010

ARTICLE IV

CAPITAL OF THE COMPANY

4.1 *Member Interests; Capital Percentages.* The Member holds a Member Interest, which interest shall be expressed as a Capital Percentage as follows:

<u>Member</u>	<u>Capital Percentage</u>
Shell US Gas & Power LLC	100%

4.2 *Additional Contributions.* Except as expressly provided for in Section 4.1 or the next sentence of this Section 4.2, no Member shall have any obligation to provide funds to the Company, whether by Capital Contributions, loans, return of monies received pursuant to the terms of this Agreement or otherwise. Each Member shall be required to make additional Capital Contributions at such times and in such amounts as may be approved by the Members unanimously. The existence of liabilities of the Company in excess of the amount of assets available to discharge such liabilities shall not, in the absence of a call by the Members for further contributions, create a liability on the part of any Member for additional Capital Contributions to meet such deficit. The obligations of Members to make additional Capital Contributions and their liability to the Company and other Members with respect thereto shall not confer any rights on any third parties. Unless otherwise determined by the Members unanimously, all additional Capital Contributions shall be made in proportion to the relative Capital Percentages of the Members.

4.3 *Record of Contributions.* The books and records of the Company shall reflect the amount of cash, cash equivalents and the fair value of any other property contributed by each Member to the Company.

4.4 *Interest.* No interest shall be paid by the Company on Capital Contributions.

4.5 *Withdrawal or Reduction of Members' Capital Contributions.*

(a) A Member shall not be entitled to withdraw any part of its Capital Contribution or to receive any distribution from the Company, except as otherwise provided in this Agreement.

(b) A Member shall not receive out of the Company's property any part of its Capital Contributions until all liabilities of the Company, except liabilities to Members on account of their Capital Contributions, have been paid or there remains property of the Company sufficient to pay them.

(c) A Member, irrespective of the nature of its Capital Contribution, shall have no right to receive anything other than cash upon any return of its Capital Contribution provided for by this Agreement.

4.6 *Loans to Company.* Nothing in this Agreement shall prevent any Member from making secured or unsecured loans to the Company by agreement with the Company. Loans by a Member to the Company shall not be considered Capital Contributions.

4.7 *Borrowing.* In the event that the Company, in order to discharge costs, expenses or indebtedness, requires funds in excess of the funds provided by Capital Contributions of the Members and by revenues, the Board of Directors shall be authorized, at any time and from time to time, but subject to the other provisions of this Agreement, to cause the Company to borrow additional funds, as shall in the judgment of the Board of Directors be sufficient for such purposes and upon such terms as the Board of Directors may deem advisable.

ARTICLE V

RIGHTS AND OBLIGATIONS OF MEMBERS

5.1 *Limitation of Members' Responsibility, Liability.* The Members shall not perform any act on behalf of the Company, incur any expense, obligation or indebtedness of any nature on behalf of the Company, or in any manner participate in the management of the Company, except as specifically contemplated hereunder. No Member shall be liable under a judgment, decree or order of a court, or in any other manner, except as agreed to by any such Member, for the indebtedness or any other obligations or liabilities of the Company or liable, responsible or accountable in damages to the Company or its Members for breach of fiduciary duty as a Member, for any acts performed within the scope of the authority conferred on it by this Agreement, or for its failure or refusal to perform any acts except those expressly required by or pursuant to the terms of this Agreement, or for any debt or loss in connection with the affairs of the Company, except as required by the Delaware Act.

5.2 *Return of Distributions.* In accordance with Section 18-607 of the Delaware Act, a Member will be obligated to return any distribution from the Company only as provided by applicable law.

5.3 *Priority and Return of Capital.* Except as may be provided in this Agreement, no Member shall have priority over any other Member, either as to the return of Capital Contributions or as to profits, losses or distributions; provided that this Section shall not apply to loans (as distinguished from Capital Contributions) that a Member has made to the Company.

5.4 *Competition.* Except as otherwise expressly provided in this Agreement, each Member may engage in or possess an interest in any other business venture or ventures, including any activity that is competitive with the Company without offering any such opportunity to the Company, and neither the Company nor the other Member shall have any rights in or to such venture or ventures or activity or the income or profits derived therefrom.

5.5 *Admission of Additional Members.* The Company shall not admit additional Members without the prior written consent of all of the Members.

5.6 *Resignation.* Without the prior approval of all other Members, no Member may resign from the Company.

5.7 *Indemnification.* To the extent permitted by law, the Company shall (to the extent of the assets of the Company) indemnify, defend and hold harmless each Member and each officer, employee and director of such Member from and against all losses, expenses, claims or liabilities, including reasonable attorneys' fees and disbursements, arising out of or in connection with the indebtedness or any other obligation or liabilities of the Company, other than losses, expenses, claims or liabilities of such indemnified Member which result from a violation in any material respect of any of the provisions of this Agreement or fraud, willful misconduct, gross negligence or misappropriation of funds. The foregoing indemnity expressly includes an indemnity with respect to the negligence (excluding the gross negligence) of a Member.

ARTICLE VI

MEETINGS OF MEMBERS

6.1 *Meetings.* Meetings of the Members, for any purpose or purposes, unless otherwise prescribed by law, may be called by the Chairman of the Board of Directors or the President of the Company or by any Member. The chairperson at any meeting shall be designated by the Chairman of the Board of Directors or the President of the Company.

6.2 *Place of Meetings.* Meetings of the Members shall be held at the principal place of business of the Company or at such other place as may be designated by the Chairman of the Board of Directors or the President of the Company.

6.3 *Notice of Meetings.* Except as provided in Section 6.4, written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be sent not less than five (5) days before the date of the meeting, either personally, by facsimile, by electronic transmission or by mail, by or at the direction of the person calling the meeting, to each Member.

6.4 *Meeting of All Members.* If all of the Members shall meet at any time and place and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting any lawful action may be taken.

6.5 *Action by Members Without a Meeting.* Action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by all Members and delivered to the Secretary or any Assistant Secretary of the Company for inclusion in the minutes or for filing with the Company records. Action taken under this Section is effective when all Members have signed the consent, unless the consent specifies a different effective date.

6.6 *Waiver of Notice.* When any notice is required to be given to any Member, a waiver thereof in writing signed by the Person entitled to such notice, whether before, at or after the time stated therein, shall be equivalent to the giving of such notice.

6.7 *Delegation to Board.* Except as may be otherwise specifically provided in this Agreement or the Delaware Act, the Members agree that they shall act solely through the mechanisms provided herein relating to the appointment and authority of the Board of Directors.

ARTICLE VII

RIGHTS AND DUTIES OF DIRECTORS AND OFFICERS

7.1 *Management.* Subject to any powers reserved to the Members under this Agreement, the powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed by, a Board of Directors consisting of at least one Director, which shall be responsible for the management and operations of the Company and shall have all powers necessary to manage and control the Company, to conduct its business, and to implement any decision of the Members adopted pursuant to this Agreement. In managing the business and affairs of the Company and exercising its powers, the Board of Directors may delegate power and authority to one or more officers of the Company, who shall exercise such powers and perform such duties as are specified in Section 7.13. The number of Directors constituting the Board of Directors may be increased or decreased from time to time by resolution of the Members. Except as provided in Section 7.2 hereof, Directors shall be elected by the Members holding a plurality of the Member Interests, and each Director so elected shall hold office for the full term to which he shall have been elected and until his successor is duly elected and qualified, or until his earlier death,

resignation or removal. Any Director may resign at any time upon notice to the Company. A Director need not be a Member of the Company or a resident of the State of Delaware.

7.2 *Vacancies.* Any newly created directorship or any vacancy occurring in the Board of Directors for any cause may be filled by an affirmative vote of a majority of the remaining Directors then in office, though less than a quorum, or by a sole remaining Director, and each Director so elected shall hold office for the remainder of the full term in which the new directorship was created or the vacancy occurred and until such Director's successor is duly elected and qualified, or until his earlier death, resignation or removal.

7.3 *Regular Meetings.* Regular meetings of the Board of Directors may be held at such places within or without the State of Delaware and at such times as the Board of Directors may from time to time determine, and if so determined, notices thereof need not be given.

7.4 *Special Meetings.* Special meetings of the Board of Directors may be held at any time, whenever called by the Chairman of the Board of Directors, the President of the Company or a majority of Directors then in office, at such place or places within or without the State of Delaware as may be stated in the notice of the meeting. Notice of the time and place of a special meeting must be given by the person or persons calling such meeting at least twenty-four (24) hours, before the special meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the sole purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

7.5 *Meetings by Conference Telephone.* Unless otherwise restricted by this Agreement or the Delaware Act, members of the Board of Directors or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7.5 shall constitute presence in person at such meeting.

7.6 *Quorum: Vote Required for Action.* Except as may be otherwise specifically provided by law or this Agreement, at all meetings of the Board of Directors a majority of the whole Board of Directors shall constitute a quorum for the transaction of business. The vote of a majority of the Directors present at any meeting of the Board of Directors at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

7.7 *Organization.* Meetings of the Board of Directors shall be presided over by the Chairman of the Board of Directors, or, in his absence, by the President of the Company. The Secretary of the Company shall act as secretary of the meeting, but in his or her absence the chairman of the meeting may appoint any Person to act as secretary of the meeting.

7.8 *Actions of the Board by Consent in Lieu of Meeting.* Unless otherwise restricted by this Agreement or the Delaware Act, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or such committee.

7.9 *Committees.* The Board of Directors may, by resolution passed by a majority of the whole Board of Directors, designate one or more committees, each committee to consist of one or more of the Directors of the Company. The Board of Directors may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any absent or disqualified member. Any committee, to the extent provided in the resolution of the Board of Directors establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Company, and may authorize the seal of the Company to be affixed to all papers which may require it. Each committee shall keep regular minutes and report to the Board of Directors when required.

The designation of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed upon it or him by law, nor shall such committee function where action of the Board of Directors is required under applicable law. The Board of Directors shall have the power at any time to change the membership of any such committee and to fill vacancies in it. A majority of the members of any such committee shall constitute a quorum. Each such committee may elect a chairman and appoint such subcommittees and assistants as it may deem necessary. Except as otherwise provided by the Board of Directors, meetings of any committee shall be conducted in the same manner as the Board of Directors conducts its business pursuant to this Agreement, as the same shall from time to time be amended. Any member of any such committee elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Company will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of a member of a committee shall not of itself create contract rights.

7.10 *Compensation and Reimbursement of Expenses.* The Directors shall receive such compensation for their services as shall be determined by the Board of Directors. The Directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors as a stated salary as Director. No such reimbursement shall preclude any Director from serving the Company in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like reimbursement for attending committee meetings.

7.11 *Powers of Board of Directors.* Without limiting the generality of Section 7.1, the Board of Directors shall have power and authority to cause the Company to take any of the following actions:

(a) To construct, operate, maintain, improve, expand, buy, acquire, own, hold, sell, convey, assign, mortgage, finance, refinance, rent or lease real or personal property, foreign or domestic, in the name of the Company;

(b) To incur debt or liabilities, secured or unsecured, on behalf of the Company and to secure the same by mortgaging, assigning for security purposes, pledging, or otherwise hypothecating, all or any part of the property and assets of the Company (and in connection therewith to place record title to any such property or assets in the name or names of a nominee or nominees);

(c) To purchase liability and other insurance to protect the Company's property and business;

(d) To invest any Company funds temporarily (by way of example but not limitation) in time deposits, short-term governmental obligations, commercial paper or other investments, and to pay and otherwise perform the Company's debts, liabilities and other obligations;

(e) To sell or otherwise dispose of the assets of the Company;

(f) To execute on behalf of the Company instruments and other documents, including, without limitation, checks, drafts, notes and other negotiable instruments, mortgages or deeds of trust, security agreements, financing statements, documents providing for the acquisition, mortgage or disposition of the Company's property, assignments, bills of sale, leases, partnership agreements, and other instruments or documents necessary or appropriate to the business of the Company (including any agreement between the Company and one or more Members and any agreements between the Company and the Directors or officers including indemnification agreements providing for the advancement of expenses, among other things);

(g) To employ accountants, legal counsel, managing agents or other experts to perform services for the Company;

(h) To execute, deliver, enter into, perform and carry out any and all agreements and contracts on behalf of the Company, with any other Person for any purpose, in such forms as the Board of Directors may approve;

(i) To bring, defend and settle actions and suits at law, in equity or otherwise and to pursue appeals thereof;

(j) To adopt policies and guidelines for the Company;

- (k) To issue Member Interests or other equity securities;
- (l) To hold rights of way, leases, or rights of use on the Outer Continental Shelf;
- (m) To develop, construct, own and operate LNG and/or natural gas facilities;
- (n) To file for, hold, renew, amend and surrender governmental permits, approvals, and licenses, and to post bonds and other financial assurances in connection therewith, including without limitation licenses under the Deepwater Port Act, as amended; and
- (o) To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

Unless authorized to do so by this Agreement (reference being made specifically to the authority conferred upon officers pursuant to Section 7.13) or by the Board of Directors, no Member, agent or employee of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable pecuniarily for any purpose.

7.12 *Liability of Directors.* No Director shall be liable under any judgment, decree or order of a court, or in any other manner, for any debt, obligation or liability of the Company by reason of his acting as a Director of the Company. A Director of the Company shall not be personally liable to the Company or its Members for monetary damages for breach of fiduciary duty as a Director, except for (i) liability for any acts or omissions which involve intentional misconduct, fraud or a knowing violation of law or (ii) for a distribution, redemption or purchase of or with respect to Member Interests in violation of Delaware Law. If the laws of the State of Delaware are amended after the date of this Agreement to authorize action further eliminating or limiting the personal liability of a Director, then the liability of a Director of the Company, in addition to the limitation on personal liability provided herein, shall be limited to the fullest extent permitted by the amended laws of the State of Delaware. Any repeal or modification of this Section 7.12 shall be prospective only, and shall not adversely affect any limitation on the personal liability of a Director of the Company existing at the time of such repeal or modification or thereafter arising as a result of acts or omissions prior to the time of such repeal or modification.

7.13 *Officers.*

(a) General. The officers of the Company shall be appointed by the Board of Directors and shall be a President, a Secretary and a Treasurer. Additionally, the Board of Directors, in its discretion, may appoint a Chairman of the Board of Directors (who must be a Director), a Chief Executive Officer, and one or more Vice Presidents (including any Executive or Senior Vice President or Assistant Vice President), Assistant Secretaries, Assistant Treasurers and such other officers as the Board of Directors may from time to time designate. Any number of offices may be held by the same person. The salaries of all officers of the Company may be fixed by the Board of Directors and may be altered by the Board of Directors from time to time except as otherwise provided by contract. All officers shall be entitled to be paid or reimbursed for all costs and expenditures incurred on behalf of the Company.

(b) Election; Vacancies; Removal. The officers of the Company shall hold their offices for such terms and shall exercise such powers and perform such duties as described in this Agreement and as shall be determined from time to time by the Board of Directors; and all officers of the Company shall hold office until their successors are chosen and qualified or until their earlier resignation or removal. Whenever any vacancies shall occur in any office by death, resignation, removal, increase in the number of officers of the Company, or otherwise, the same shall be filled by the Board of Directors, and the officer so appointed shall hold office until his successor is chosen and qualified. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors. Such removal may be with or without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

(c) Chairman of the Board of Directors. The Chairman of the Board of Directors, if any, shall preside, if present, at all meetings of the Board of Directors and shall perform such additional functions and duties as the Board of Directors may prescribe from time to time.

(d) Chief Executive Officer. The Chief Executive Officer, who may be the Chairman or Vice Chairman of the Board of Directors and/or the President, shall have general and active management of the business of the Company and shall see that all orders and resolutions of the Board of Directors are carried into effect. The Chief Executive Officer may sign deeds, mortgages, bonds, contracts or other instruments, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed and executed. The Chief Executive Officer shall also perform all duties incident to the office of Chief Executive Officer and such other duties and may exercise such other powers as may be assigned by this Agreement or prescribed by the Board of Directors from time to time.

(e) President. The President shall, subject to the control of the Board of Directors and the Chief Executive Officer, in general, supervise and control all of the business and affairs of the Company. The President shall preside at all meetings of the Members. The President may sign any deeds, mortgages, bonds, contracts or other instruments, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed and executed. The President shall also perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

(f) Vice Presidents. Any Vice President, in the order of seniority, unless otherwise determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of the President. They shall also perform the usual and customary duties that pertain to such office and generally assist the President by executing contracts and agreements and exercising such other powers and

performing such other duties as are delegated to them by the President and as the Board of Directors may further prescribe.

(g) Secretary. The Secretary shall attend, to the extent possible, all meetings of Members and record all the proceedings thereat in a book or books to be kept for that purpose. The Secretary shall give, or cause to be given, notice of all meetings of the Members, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision the Secretary shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of meetings of the Members, and if there is no Assistant Secretary, then the Board of Directors or President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Company and the Secretary shall have authority to affix the same to any instrument requiring it, and when so affixed, it may be attested by the signature of the Secretary. The Board of Directors or President may give general authority to any other officer to affix the seal of the Company and to attest the affixing by his or her signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be. The duties of the Secretary may be performed by any Assistant Secretary.

(h) Treasurer. The Treasurer shall have custody of the funds of the Company as may be entrusted to his or her keeping and account for the same. The Treasurer shall be prepared at all times to give information as to the condition of the Company and shall make an annual report of the entire business and financial condition of the Company. The Treasurer shall also perform, under the direction and subject to the control of the Board of Directors, such other duties as may be assigned to him or her. The duties of the Treasurer may also be performed by any Assistant Treasurer.

(i) Assistant Vice Presidents. The Assistant Vice President(s) shall generally assist the President and Vice President(s) and exercise such other powers and perform such other duties as may be prescribed by the Board of Directors from time to time.

(j) Assistant Secretaries. Except as may be otherwise provided in this Agreement, any Assistant Secretary shall perform such duties and have such powers as from time to time may be assigned to him or her by the Board of Directors, the President or the Secretary and, in the absence of the Secretary, or in the event of his or her disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

(k) Assistant Treasurers. Except as may be otherwise provided in this Agreement, any Assistant Treasurer shall perform such duties and have such powers as from time to time may be assigned to him or her by the Board of Directors, the President or the Treasurer, if there is one, and, in the absence of the Treasurer or in the event of his or her disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer.

(l) Other Officers. Such other officers as the Board of Directors may appoint shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Company the power to choose such other officers and to prescribe their respective duties and powers.

(m) Delegation of Authority. In the case of any absence of any officer of the Company or for any other reason that the Board of Directors may deem sufficient, the Board of Directors may delegate some or all of the powers or duties of such officer to any other officer or to any Director, employee, Member, unitholder or agent for whatever period of time seems desirable.

(n) Voting Securities Owned by the Company. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Company may be executed in the name and on behalf of the Company by the Chief Executive Officer, the President or any Vice President, and any such officer may, in the name of and on behalf of the Company, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any entity in which the Company may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Company might have exercised and possessed if present. The Board of Directors may confer like powers upon any other person or persons.

7.14 *Member Contributions.* The directors and officers of the Company shall not have any personal liability for the repayment of any Capital Contributions of any Member.

ARTICLE VIII

INDEMNIFICATION

8.1 *Indemnification.* Each person who at any time shall be, or shall have been, Director, officer, employee or agent of the Company, or any person who, while a Director, officer, employee or agent of the Company, is or was serving at the request of the Company as a director, member, manager, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another Entity, shall be entitled to indemnification as and to the fullest extent permitted by the provisions of Delaware Law or any successor statutory provisions, as from time to time amended. The foregoing right of indemnification shall not be deemed exclusive of any other rights to which one to be indemnified may be entitled as a matter of law or under this Agreement, any other agreement, by vote of the Members or determination of the Board of Directors or otherwise, both as to any action in an official capacity and as to action in another capacity while holding such office. Any repeal of this Section 8.1 shall be prospective only, and shall not adversely affect any right of indemnification existing at the time of such repeal or modification or thereafter arising as a result of acts or omissions prior to the time of such repeal or modification.

8.2 *Power to Indemnify in Actions, Suits or Proceedings Other Than Those by or in the Right of the Company.* Without limiting the provisions of Section 8.1, subject to Section 8.4 the Company shall indemnify, to the full extent not prohibited by law, any person who was or is a party or is threatened to be made a party (including a witness) to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Director, officer, employee or agent of the Company, or is or was serving at the request of the Company as a director, member, manager, officer, employee or agent of another Entity, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

8.3 *Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Company.* Without limiting the provisions of Section 8.1, subject to Section 8.4, the Company shall, to the full extent not prohibited by law, indemnify any person who was or is a party or is threatened to be made a party (including a witness) to any threatened, pending or completed action, suit or proceeding by or in the right of the Company to procure a judgment in its favor by reason of the fact that he is or was a Director, officer, employee or agent of the Company, or is or was serving at the request of the Company as a director, member, manager, officer, employee or agent of another Entity against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Company unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

8.4 *Authorization of Indemnification.* Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Company as permitted by Delaware Law or as authorized in the specific case upon a determination that indemnification is proper in the circumstances because it is permitted under Delaware Law or the applicable standards of conduct set forth in Section 8.2 or Section 8.3, as the case may be, have been met. Such determination shall be made, in the case of any Director or officer, (i) by a vote of the disinterested Directors, (ii) if a majority of Directors are not disinterested by independent legal counsel in a written opinion or (iii) by the Members. Such determination shall be made, in the case of an employee or agent of the Company who is not a Director or officer of the Company, as specified in the preceding sentence or by the President or any officer authorized by the President. To the extent, however, that the Director, officer, employee or agent of the Company has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in the defense of any claim, issue or

matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

8.5 *Good Faith Defined.* For purposes of any determination under this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any of the other Directors, Members, officers, employees or committees of the Company or by any other person as to matters the person seeking indemnification reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to the Members might properly be paid. The provisions of this Section 8.5 shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standards of conduct set forth in the provisions of Delaware Law, or in Section 8.2 or Section 8.3, as the case may be.

8.6 *Indemnification by a Court.* Notwithstanding any contrary determination in the specific case under Section 8.4, and notwithstanding the absence of any determination thereunder, any Director, officer, employee or agent may apply to any court of competent jurisdiction for indemnification to the extent otherwise permissible under Delaware Law or this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the Director, officer, employee or agent is proper in the circumstances because it is permitted under the provisions of the Delaware Law, or the Director, officer, employee or agent has met the applicable standards of conduct set forth in Section 8.2 or Section 8.3, as the case may be. Notice of any application for indemnification pursuant to this Section 8.6 shall be given to the Company promptly upon the filing of such application.

8.7 *Advancement or Reimbursement of Expenses.* The Company shall pay in advance or reimburse expenses actually or reasonably incurred or anticipated by such Director or officer in connection with his appearance as a witness or other participation in a proceeding whether or not such Director or officer is a named defendant or a respondent in the proceeding. To obtain indemnification or an expense advance, the person requesting indemnification shall submit to the Company a written request with such information as is reasonably available to him. If the expense advance is to be paid prior to final disposition of the proceeding, there shall be included a written statement of such person's good faith belief that he has met the necessary standard of conduct under the Delaware Law and an undertaking to repay any amount paid if it is ultimately determined that those conduct requirements were not met. If, within sixty days of the Company's receipt of the request, the request for payment is not acted on or the Company refuses to indemnify or advance expenses as required by this Article VIII, such person shall have the right to an adjudication in any court of competent jurisdiction of such person's entitlement to such indemnification or expense advance.

8.8 *Nonexclusivity and Survival of Indemnification.* The indemnification and advancement of expenses provided by, or granted pursuant to, the other subsections of this Article VIII shall not be deemed exclusive of any other rights to which one seeking indemnification and advancement of expenses may be entitled under this Agreement, any other agreement, by vote of Members or determination of the Board of Directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Company that indemnification of any person specified in this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in this Article VIII but whom the Company has the power or obligation to indemnify under the provisions of the Delaware Act or otherwise.

8.9 *Insurance.* The Company may purchase and maintain insurance on behalf of any person who is or was a Member, Director, officer, employee or agent of the Company, or is or was serving at the request of the Company as a member, manager, director, officer, employee or agent of an Entity against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Company would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

8.10 *Terms.* For purposes of this Article VIII, references to “the Company” shall include, in addition to the resulting limited liability company, any constituent entity (including any constituent of a constituent) absorbed in a consolidation or merger, which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent entity, or is or was serving at the request of such constituent entity as a director, officer, employee or agent of another entity, shall stand in the same position under the provisions of this Article VIII in respect of the resulting or surviving entity as he would have with respect to such constituent entity if its separate existence had continued.

ARTICLE IX

TAX ALLOCATIONS

9.1 *Allocations.* Allocations of profits and losses shall be made to the Members in the same proportion as their Capital Percentages. Prior to the admission of any additional Members, the then current Member’s Capital Percentage shall be 100%. Upon the admission of an additional Member, appropriate adjustments shall be made to this Agreement.

ARTICLE X

NET CASH FLOW AND DISTRIBUTIONS

10.1 *Free Cash Flow.* “Free Cash Flow” shall mean all income and revenues of the Company less (i) all expenses and costs, (ii) all accrued and unpaid or unfunded costs and expenses, (iii) all principal and interest paid or payable on indebtedness and (iv) all reasonable reserves established by the Board of Directors for working capital requirements, to pay costs or expenses, for debt service or to provide funds for other contingencies.

10.2 *Distributions of Free Cash Flow.* The Board of Directors shall determine the availability of Free Cash Flow for distribution, and shall distribute such available Free Cash Flow at such reasonable intervals as it may select. To the extent Free Cash Flow is distributed, such distributions shall be made to the Members in accordance with their respective Capital Percentages.

10.3 *Limitation Upon Distributions.* No distribution shall be declared and paid unless, after the distribution is made, the fair value of the assets of the Company are in excess of the fair value of all liabilities of the Company, except liabilities to Members on account of their Capital Contributions and liabilities for which the recourse of creditors is limited to a specified property of the Company.

ARTICLE XI

ACCOUNTING METHOD, PERIOD, RECORDS AND REPORTS

11.1 *Accounting Method.* The books and records of account of the Company shall be maintained in accordance with the accrual method of accounting.

11.2 *Accounting Period.* The Company's accounting period shall be the Fiscal Year.

11.3 *Records, Audits and Reports.* At the expense of the Company, the Board of Directors shall maintain books and records of account of all operations and expenditures of the Company.

11.4 *Inspection.* The books and records of account of the Company shall be maintained at the principal place of business of the Company or such other location as shall be determined by the Board of Directors and shall be open to inspection by the Members at all reasonable times during any business day.

11.5 *Preparation of Financial Statements.* The Board of Directors shall cause to be prepared from the books of the Company and sent to the Members quarterly (a) a balance sheet as at the end of such period, (b) statements of net profit or loss and cash flow of the Company for such period and (c) statements of the aggregate amounts distributed to the Members pursuant to this Agreement for such period and the Members’ respective shares thereof for such period.

ARTICLE XII

TAX MATTERS

For so long as the Member is the only Member, it is intended that the Company be disregarded for federal and all relevant state tax purposes and that the activities of the Company be deemed to be activities of the Member for such purposes. All provisions of the Company's Certificate of Formation and this Agreement are to be construed so as to preserve that tax status under those circumstances. In the event that the Company has more than one Member, it is intended that the Company be treated as a partnership for tax purposes and within ninety (90) days after the end of each fiscal year, the Company will cause to be delivered to each person who was a Member at any time during such fiscal year a Form K-1 and such other information, if any, with respect to the Company as may be necessary for the preparation of each Member's federal, state or local income tax (or information) returns, including a statement showing each Member's share of income, gain or loss, and credits for the fiscal year. Upon the admission of an additional Member, appropriate adjustments shall be made to this Agreement to account for the formation of a partnership for federal income tax purposes as well as distributions, capital accounts and the allocation of profits and losses.

ARTICLE XIII

RESTRICTIONS ON TRANSFERABILITY

13.1 *Transfer Restrictions.* Except as otherwise provided herein, no Member shall be permitted to sell, assign, transfer or otherwise dispose of, or mortgage, hypothecate or otherwise encumber, or permit or suffer any encumbrance of, all or any portion of its Member Interest without the prior written consent of all other Members (which consent may be withheld in the sole discretion of such Members).

ARTICLE XIV

DISSOLUTION AND TERMINATION

14.1 *Dissolution.* The Company shall dissolve upon the occurrence of any of the following events:

- (a) if the Members unanimously so agree in writing; or
- (b) as otherwise provided under the Delaware Act.

14.2 *Effect of Dissolution.* Upon the occurrence of any of the events specified in this Article XIV effecting the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but its separate

existence shall continue until a certificate of cancellation has been issued by the Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

14.3 *Winding Up, Liquidating and Distribution of Assets.*

(a) Upon dissolution, an accounting shall be made of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Board of Directors shall immediately proceed to wind up the affairs of the Company.

(b) If the Company is dissolved and its affairs are to be wound up, the Board of Directors shall (i) sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Board of Directors may determine to distribute any assets in kind to the Members), (ii) allocate any income or loss resulting from such sales to the Members in accordance with Article IX hereof, (iii) discharge all liabilities to creditors in the order of priority as provided by law, (iv) discharge all liabilities of the Members (other than liabilities to Members or for Capital Contributions to the extent unpaid in breach of an obligation to do so), including all costs relating to the dissolution, winding up and liquidation and distribution of assets, (v) establish such reserves as the Board of Directors may determine to be reasonably necessary to provide for contingent liabilities of the Company, (vi) discharge any liabilities of the Company to the Members other than on account of their interests in Company capital or profits and (vii) distribute the remaining assets to the Members, either in cash or in kind, as determined by the Board of Directors, *pro rata* according to their relative Capital Percentages. If any assets of the Company are to be distributed in kind, the net fair market value of such assets as of the date of dissolution shall be determined by independent appraisal or by agreement of the Board of Directors.

(c) Notwithstanding anything to the contrary in this Agreement, upon a liquidation of the Company no Member shall have any obligation to make any contribution to the capital of the Company other than any Capital Contributions such Member agreed to make in accordance with this Agreement.

(d) Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.

(e) The Board of Directors shall comply with any applicable requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

14.4 *Certificate of Cancellation.* When all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets have been distributed to the Members, a Certificate of Cancellation shall be executed in duplicate, and verified by the person signing the Certificate of Cancellation and filed with the Delaware Secretary of State, which Certificate shall set forth the information required by the Delaware Act.

14.5 *Return of Contribution Non-Recourse to Other Members.* Except as provided by law, upon dissolution, each Member shall look solely to the assets of the Company for the return of the Member's Capital Contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the cash or other property contribution of one or more Members, such Member or Members shall have no recourse against any other Member.

ARTICLE XV

MISCELLANEOUS PROVISIONS

15.1 *Notices.* Any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered via electronic transmission where evidence of transmittal can be obtained, or, in writing personally to the party or to an executive officer of the party to whom the same is directed or if sent by recognized overnight courier (e.g., Federal Express) or registered or certified mail, postage and charges prepaid, addressed to the Member's and/or Company's address, as appropriate, which is set forth in this Agreement. If mailed, any such written notice shall be deemed to be delivered two calendar days after being deposited in the United States mail with postage thereon prepaid, addressed and sent as aforesaid. If sent by recognized overnight courier (e.g., Federal Express), any such written notice shall be deemed to be delivered the date such overnight delivery is delivered or its delivery is attempted.

15.2 *Application of Delaware Law.* This Agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Delaware, and specifically the Delaware Act.

15.3 *Waiver of Action for Partition.* Each Member hereby irrevocably waives, during the term of the Company, any right that such Member may have to maintain any action for partition with respect to the property of the Company.

15.4 *Execution of Additional Instruments.* Each Member hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations.

15.5 *Headings.* The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

15.6 *Waivers.* No waiver of any right under this Agreement shall be effective unless evidenced in writing and executed by the Person entitled to the benefits thereof. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent another act or omission, which would have originally constituted a violation, from having the effect of an original violation.

15.7 *Rights and Remedies Cumulative.* The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other rights or remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

15.8 *Severability.* If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

15.9 *Heirs, Successors and Assigns.* Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

15.10 *Beneficiaries.* None of the provisions of this Agreement shall be for the benefit of or enforceable by any Person other than the parties hereto.

15.11 *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

15.12 *Amendments.* This Agreement may not be amended except by an instrument in writing signed by all of the Members.

15.13 *Waiver of Consequential and Punitive Damages.* No party to this Agreement shall be liable to any other party for indirect, consequential or punitive damages resulting from or arising out of this Agreement, including, but not limited to, loss of use of property, loss of profits, loss of products or business interruption.

15.14 *Other Terms.* Unless the context shall require otherwise:

(a) Words importing the singular number or plural number shall include the plural number and singular number respectively;

(b) Words importing the masculine gender shall include the feminine and neuter genders and vice versa;

(c) Reference to “include”, “includes”, and “including” shall be deemed to be followed by the phrase “without limitation”;

(d) Reference in this Agreement to “herein”, “hereby” or “hereunder”, or any similar formulation, shall be deemed to refer to this Agreement as a whole, including the Exhibits; and

(e) Reference to “or” shall be deemed to mean “and/or”.

EXECUTED as of this 11th day of July, 2003.

SHELL US GAS & POWER LLC

By: A. Y. Noojin III
Name: A. Y. Noojin, III
Title: President and Chief Executive Officer

SIGNATURE PAGE TO AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF GULF LANDING LLC

Appendix A-2
Certificate of Amendment, March 18, 2003
[see Section 2.1.5, 148.105(a)(5)]

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "TEJAS MIDSTREAM ENTERPRISES, LLC", CHANGING ITS NAME FROM "TEJAS MIDSTREAM ENTERPRISES, LLC" TO "GULF LANDING LLC", FILED IN THIS OFFICE ON THE EIGHTEENTH DAY OF MARCH, A.D. 2003, AT 1 O'CLOCK P.M.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 2316901

DATE: 03-19-03

2843579 8100

030180569

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "TEJAS MIDSTREAM ENTERPRISES, LLC", FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS NAME TO "GULF LANDING LLC", THE EIGHTEENTH DAY OF MARCH, A.D. 2003, AT 1 O'CLOCK P.M.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

2843579 8320

AUTHENTICATION: 2316902

2003 03 18 02

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 01:00 PM 03/18/2003
030180569 - 2843579

**CERTIFICATE OF AMENDMENT
to the
CERTIFICATE OF FORMATION
of
TEJAS MIDSTREAM ENTERPRISES, LLC**

This Certificate of Amendment to the Certificate of Formation of Tejas Midstream Enterprises, LLC, a Delaware limited liability company (the "Company"), is being duly executed and filed by the Company, as an authorized person, to amend the Certificate of Formation of the Company under the Delaware Limited Liability Company Act.

FIRST: The name of the limited liability company is Tejas Midstream Enterprises, LLC.

SECOND: The first article of the Certificate of Formation of the Company is hereby amended to read in its entirety as follows:

"FIRST: The name and address of the LLC formed hereby is:

Gulf Landing LLC
1301 McKinney, Suite 700
Houston, TX 77010"

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment to the Certificate of Formation as of February 28, 2003.

TEJAS MIDSTREAM ENTERPRISES, LLC

By: /s/ A. Y. Noojin, III
A. Y. Noojin, III
President

Appendix A-3
Certificate of Amendment, December 21, 2000
[see Section 2.1.5, 148.105(a)(5)]

State of Delaware
Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"BAY CITY REALTY, LLC", A DELAWARE LIMITED LIABILITY COMPANY,

"CYPRESS-SABINE GAS, LLC", A DELAWARE LIMITED LIABILITY COMPANY,

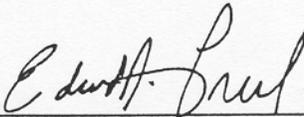
"GULF ENERGY LIQUIDS, LLC", A DELAWARE LIMITED LIABILITY COMPANY,

WITH AND INTO "TEJAS MIDSTREAM ENTERPRISES, LLC" UNDER THE NAME OF "TEJAS MIDSTREAM ENTERPRISES, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-FIRST DAY OF DECEMBER, A.D. 2000, AT 6 O'CLOCK P.M.

2843579 8100M

001646096




Edward J. Freel, Secretary of State

AUTHENTICATION: 0878418

DATE: 12-26-00

CERTIFICATE OF MERGER

MERGING

**GULF ENERGY LIQUIDS, LLC
BAY CITY REALTY, LLC
AND
CYPRESS-SABINE GAS, LLC**

into

TEJAS MIDSTREAM ENTERPRISES, LLC

The undersigned, Tejas Midstream Enterprises, LLC, a Delaware limited liability company, hereby certifies as follows:

FIRST: The name and state of incorporation or formation of each of the constituent companies is as follows:

Tejas Midstream Enterprises, LLC, a Delaware limited liability company ("Tejas Midstream");
Gulf Energy Liquids, LLC, a Delaware limited liability company ("GEL");
Bay City Realty, LLC, a Delaware limited liability company ("BCR"); and
Cypress-Sabine Gas, LLC, a Delaware limited liability company ("CSG").

SECOND: An Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent companies in accordance with Section 18-209(c) of the Delaware Limited Liability Company Act.

THIRD: The surviving company is Tejas Midstream, and such company shall continue in existence under the name "Tejas Midstream Enterprises, LLC."

FOURTH: The executed Agreement and Plan of Merger is on file at the office of the surviving company at 1301 McKinney, Suite 700, Houston, Texas 77010.

FIFTH: A copy of the Agreement and Plan of Merger will be furnished by the surviving company, on request and without cost, to any member of GEL, BCR, CSG or Tejas Midstream.

SIXTH: The merger shall be effective upon filing this Certificate of Merger with the Secretary of State of the State of Delaware.

2540956.2:103234.00030

IN WITNESS WHEREOF, Tejas Midstream has caused this certificate to be signed this 21st
day of December, 2000.

TEJAS MIDSTREAM ENTERPRISES, LLC

By: 
Curtis R. Frasier
President-Energy Services

JMF

Appendix A-4
Certificate of Amendment, April 13, 1998
[see Section 2.1.5, 148.105(a)(5)]

State of Delaware
Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "SHELL MIDSTREAM HOLDINGS, LLC", CHANGING ITS NAME FROM "SHELL MIDSTREAM HOLDINGS, LLC" TO "TEJAS MIDSTREAM ENTERPRISES, LLC", FILED IN THIS OFFICE ON THE THIRTEENTH DAY OF APRIL, A.D. 1998, AT 10 O'CLOCK A.M.



A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

2843579 8100

981138961

AUTHENTICATION:

9022393

DATE:

04-13-98

CERTIFICATE OF AMENDMENT

to the

CERTIFICATE OF FORMATION

of

SHELL MIDSTREAM HOLDINGS, LLC

This Certificate of Amendment to the Certificate of Formation of Shell Midstream Holdings, LLC, a Delaware limited liability company (the "Company"), is being duly executed and filed by the Company, as an authorized person, to amend the Certificate of Formation of the Company under the Delaware Limited Liability Company Act.

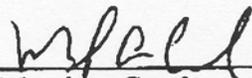
FIRST: The name of the limited liability company is Shell Midstream Holdings, LLC.

SECOND: The first paragraph of the Certificate of Formation of the Company is hereby amended by deleting the words "Shell Midstream Holdings, LLC" and replacing such words with "Tejas Midstream Enterprises, LLC".

THIRD: The first article of the Certificate of Formation of the Company is hereby amended by deleting the words "Shell Midstream Holdings, LLC" and replacing such words with "Tejas Midstream Enterprises, LLC".

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment to the Certificate of Formation as of April 10, 1998.

SHELL MIDSTREAM HOLDINGS, LLC

By: 
Michael A. Creel
Senior Vice President

Appendix A-5
Certificate of Limited Liability Company
January 7, 1998
[see Section 2.1.5, 148.105(a)(5)]

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF LIMITED LIABILITY COMPANY OF "SHELL MIDSTREAM HOLDINGS, LLC", FILED IN THIS OFFICE ON THE SEVENTH DAY OF JANUARY, A.D. 1998, AT 4:30 O'CLOCK P.M.



Edward J. Freel

Edward J. Freel, Secretary of State

2843579 8100

981008394

AUTHENTICATION: 8855349

DATE: 01-08-98

**CERTIFICATE OF FORMATION
OF
SHELL MIDSTREAM HOLDINGS, LLC**

This Certificate of Formation of Shell Midstream Holdings, LLC (the "LLC") dated January 6, 1998, is being duly executed and filed by Richard W. Bohan, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act, 6 Del. C. § 18-101, et seq.

FIRST: The name and address of the LLC formed hereby is:

Shell Midstream Holdings, LLC
P.O. Box 576
Houston, Texas 77001

SECOND: The address of the registered office of the LLC in the State of Delaware is:

Corporation Trust Center
1209 Orange Street
Wilmington, Delaware 19801

THIRD: The name and address of the registered agent for service of process on the LLC in the State of Delaware is:

The Corporation Trust Company
1209 Orange Street
Wilmington, Delaware 19801

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first above written.

By: _____



Richard W. Bohan
Authorized Person

Appendix A-6
Certificate of Authority (to transact business)
In the State of Louisiana
March 28, 2003
[see Section 2.1.5, 148.105(a)(5)]

UNITED STATES OF AMERICA

State of  Louisiana

Jox McKeithen
SECRETARY OF STATE

As Secretary of State, of the State of Louisiana, I do hereby Certify that

the Application Form for Certificate of Authority of

GULF LANDING LLC

Domiciled at WILMINGTON, DELAWARE,

Was filed and recorded in this Office on March 28, 2003,

Thus authorizing the limited liability company to exercise the same rights and privileges accorded similar domestic limited liability companies, subject to the provisions of R. S. Title 12, Chapter 22, Part VIII.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

March 28, 2003

Jox McKeithen

MBE 35454230Q

Secretary of State



Appendix A-7
Certificate of Authority (to transact business)
In the State of Texas
April 8, 2003
[see Section 2.1.5, 148.105(a)(5)]



Office of the Secretary of State

AMENDED CERTIFICATE OF AUTHORITY
OF

Gulf Landing LLC
703907223

[formerly: TEJAS MIDSTREAM ENTERPRISES, LLC]

The undersigned, as Secretary of State of Texas, hereby certifies that an application of the above named entity for an Amended Certificate of Authority to transact business in this state has been received in this office and has been found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Amended Certificate of Authority to transact business in this state under the name of:

Gulf Landing LLC

Dated: 04/08/2003
Effective: 04/08/2003



Gwyn Shea
Secretary of State

Come visit us on the internet at <http://www.sos.state.tx.us/>
FAX(512) 463-5709

PHONE(512) 463-5555
Prepared by: Katy Blaylock

TTY7-1-1

Appendix A-8
Certificate of Good Standing
Issued August 22, 2003
By the State of Delaware
[see Section 2.1.5, 148.105(a)(5)]

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "GULF LANDING LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-SECOND DAY OF AUGUST, A.D. 2003.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



2843579 8300

030547605

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 2596697

DATE: 08-22-03