

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the quarterly period ended June 30, 2009

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from _____ to _____

Commission file number: 01-32665

BOARDWALK PIPELINE PARTNERS, LP
(Exact name of registrant as specified in its charter)

DELAWARE
(State or other jurisdiction of incorporation or organization)

20-3265614
(I.R.S. Employer Identification No.)

9 Greenway Plaza, Suite 2800
Houston, Texas 77046
(866) 913-2122
(Address and Telephone Number of Registrant's Principal Executive Office)

Securities registered pursuant to Section 12(b) of the Act:
Name of each exchange on which

<u>Title of each class</u>	<u>Name of each exchange on which registered</u>
Common Units	
Representing Limited	New York Stock Exchange
Partner Interests	

Securities registered pursuant to Section 12(g) of the Act: **NONE**

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one)

Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes No

As of July 31, 2009, the registrant had 161,619,466 common units outstanding and 22,866,667 class B units outstanding.

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PART I – FINANCIAL INFORMATION

Item 1. Financial Statements

BOARDWALK PIPELINE PARTNERS, LP
CONDENSED CONSOLIDATED BALANCE SHEETS
(Millions)
(Unaudited)

ASSETS	<u>June 30, 2009</u>	<u>December 31, 2008</u>
Current Assets:		
Cash and cash equivalents	\$ 71.8	\$ 137.7
Short-term investments	-	175.0
Receivables:		
Trade, net	65.3	67.3
Other	24.7	18.0
Gas transportation receivables	9.5	13.5
Inventories	4.8	2.6
Costs recoverable from customers	5.4	5.4
Gas stored underground	1.7	0.2
Prepayments	12.1	17.3
Other current assets	12.3	14.8
Total current assets	<u>207.6</u>	<u>451.8</u>
Property, Plant and Equipment:		
Natural gas transmission plant	6,217.9	3,871.0
Other natural gas plant	219.5	215.2
	<u>6,437.4</u>	<u>4,086.2</u>
Less—accumulated depreciation and amortization	476.4	382.4
	<u>5,961.0</u>	<u>3,703.8</u>
Construction work-in-progress	207.3	2,196.4
Property, plant and equipment, net	<u>6,168.3</u>	<u>5,900.2</u>
Other Assets:		
Goodwill	163.5	163.5
Gas stored underground	133.7	124.8
Costs recoverable from customers	15.2	15.4
Other	87.3	65.9
Total other assets	<u>399.7</u>	<u>369.6</u>
Total Assets	<u>\$ 6,775.6</u>	<u>\$ 6,721.6</u>

The accompanying notes are an integral part of these condensed consolidated financial statements.

BOARDWALK PIPELINE PARTNERS, LP

CONDENSED CONSOLIDATED BALANCE SHEETS

(Millions)
(Unaudited)

LIABILITIES AND PARTNERS' CAPITAL	June 30, 2009	December 31, 2008
Current Liabilities:		
Payables:		
Trade	\$ 102.0	\$ 216.4
Affiliates	1.3	1.8
Other	6.9	7.4
Gas transportation payables	12.6	11.6
Accrued taxes, other	54.0	35.2
Accrued interest	34.7	40.1
Accrued interest - affiliate	1.7	-
Accrued payroll and employee benefits	13.7	16.3
Construction retainage	39.4	76.3
Deferred income	13.7	1.8
Other current liabilities	34.2	27.1
Total current liabilities	314.2	434.0
Long -term debt	2,801.9	2,889.4
Long -term debt - affiliate	200.0	-
Total long-term debt	3,001.9	2,889.4
Other Liabilities and Deferred Credits:		
Pension liability	38.2	35.7
Asset retirement obligation	16.7	18.0
Provision for other asset retirement	47.9	45.6
Payable to affiliate	26.7	20.6
Other	46.3	33.3
Total other liabilities and deferred credits	175.8	153.2
Commitments and Contingencies		
Partners' Capital:		
Common units – 161.6 million units issued and outstanding as of June 30, 2009, and 154.9 million units issued and outstanding as of December 31, 2008	2,552.9	2,504.8
Class B units – 22.9 million units issued and outstanding as of June 30, 2009, and December 31, 2008	687.4	692.8
General partner	63.8	62.9
Accumulated other comprehensive loss	(20.4)	(15.5)
Total partners' capital	3,283.7	3,245.0
Total Liabilities and Partners' Capital	\$ 6,775.6	\$ 6,721.6

The accompanying notes are an integral part of these condensed consolidated financial statements.

BOARDWALK PIPELINE PARTNERS, LP

CONDENSED CONSOLIDATED STATEMENTS OF INCOME

(Millions, except per unit amounts)

(Unaudited)

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2009	2008	2009	2008
Operating Revenues:				
Gas transportation	\$ 169.3	\$ 160.2	\$ 370.2	\$ 336.7
Parking and lending	8.4	4.6	15.8	9.7
Gas storage	14.3	13.6	27.9	24.3
Other	9.4	11.9	10.9	16.9
Total operating revenues	<u>201.4</u>	<u>190.3</u>	<u>424.8</u>	<u>387.6</u>
Operating Costs and Expenses:				
Fuel and gas transportation	10.8	31.2	26.5	47.1
Operation and maintenance	32.2	23.7	63.0	48.6
Administrative and general	30.6	27.3	59.5	52.5
Depreciation and amortization	51.6	30.4	98.0	57.8
Contract settlement gain	-	-	-	(11.2)
Asset impairment	-	-	-	1.4
Net loss (gain) on disposal of operating assets and related contracts	5.5	(14.2)	6.4	(14.0)
Taxes other than income taxes	17.5	10.9	39.6	22.9
Total operating costs and expenses	<u>148.2</u>	<u>109.3</u>	<u>293.0</u>	<u>205.1</u>
Operating income	<u>53.2</u>	<u>81.0</u>	<u>131.8</u>	<u>182.5</u>
Other Deductions (Income):				
Interest expense	31.3	17.7	57.9	36.7
Interest expense - affiliates	1.7	-	1.7	-
Interest income	(0.1)	(0.4)	(0.2)	(1.4)
Miscellaneous other income, net	-	(1.2)	(0.2)	(6.1)
Total other deductions	<u>32.9</u>	<u>16.1</u>	<u>59.2</u>	<u>29.2</u>
Income before income taxes	20.3	64.9	72.6	153.3
Income taxes	-	0.2	0.3	0.5
Net Income	<u>\$ 20.3</u>	<u>\$ 64.7</u>	<u>\$ 72.3</u>	<u>\$ 152.8</u>
Net Income per Unit:				
Basic and diluted net income per unit:				
Common units (a)	<u>\$ 0.12</u>	<u>\$ 0.50</u>	<u>\$ 0.41</u>	<u>\$ 1.18</u>
Class B units	<u>\$ (0.09)</u>	<u>\$ -</u>	<u>\$ 0.02</u>	<u>\$ -</u>
Subordinated units (a)	<u>\$ -</u>	<u>\$ 0.46</u>	<u>\$ -</u>	<u>\$ 1.14</u>
Cash distribution to common and subordinated units (a)	<u>\$ 0.485</u>	<u>\$ 0.465</u>	<u>\$ 0.965</u>	<u>\$ 0.925</u>
Cash distribution to class B units	<u>\$ 0.30</u>	<u>\$ -</u>	<u>\$ 0.60</u>	<u>\$ -</u>
Weighted-average number of units outstanding:				
Common units (a)	155.5	92.3	155.2	91.5
Class B units	22.9	-	22.9	-
Subordinated units (a)	-	33.1	-	33.1

(a) All of the 33.1 million subordinated units converted to common units on a one-for-one basis in November 2008.

The accompanying notes are an integral part of these condensed consolidated financial statements.

BOARDWALK PIPELINE PARTNERS, LP

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS

(Millions)
(Unaudited)

	For the Six Months Ended June 30,	
	2009	2008
OPERATING ACTIVITIES:		
Net income	\$ 72.3	\$ 152.8
Adjustments to reconcile to cash provided by operations:		
Depreciation and amortization	98.0	57.8
Amortization of deferred costs	4.6	4.4
Amortization of acquired executory contracts	-	(0.2)
Asset impairment	-	1.4
Net loss (gain) on disposal of operating assets and related contracts	6.4	(14.0)
Changes in operating assets and liabilities:		
Trade and other receivables	(2.7)	(26.5)
Gas receivables and storage assets	(6.4)	(1.0)
Costs recoverable from customers	-	(0.2)
Inventories	(22.2)	(1.6)
Other assets	(22.8)	(10.7)
Trade and other payables	1.2	1.2
Other payables, affiliates	1.2	0.4
Gas payables	2.4	22.8
Accrued liabilities	5.6	8.1
Other liabilities	30.1	(23.1)
Net cash provided by operating activities	167.7	171.6
INVESTING ACTIVITIES:		
Capital expenditures	(497.2)	(1,089.5)
Proceeds from sale of operating assets	-	4.9
Proceeds from insurance reimbursements and other recoveries	-	3.8
Advances to affiliates, net	-	(1.1)
Sales of short-term investments	175.0	-
Net cash used in investing activities	(322.2)	(1,081.9)
FINANCING ACTIVITIES:		
Proceeds from long-term debt, net of issuance costs	-	247.2
Proceeds from borrowings on revolving credit agreement	161.5	518.0
Repayment of borrowings on revolving credit agreement	(250.0)	(518.0)
Payments on note payable	(0.3)	-
Proceeds from long-term debt - affiliate	200.0	-
Distributions	(172.6)	(120.1)
Proceeds from sale of common units	147.0	243.3
Proceeds from sale of class B units	-	686.0
Capital contribution from general partner	3.0	19.2
Net cash provided by financing activities	88.6	1,075.6
(Decrease) increase in cash and cash equivalents	(65.9)	165.3
Cash and cash equivalents at beginning of period	137.7	317.3
Cash and cash equivalents at end of period	\$ 71.8	\$ 482.6

The accompanying notes are an integral part of these condensed consolidated financial statements.

BOARDWALK PIPELINE PARTNERS, LP

CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN PARTNERS' CAPITAL

(Millions)
(Unaudited)

	<u>Common Units</u>	<u>Class B Units</u>	<u>Subordinated Units</u>	<u>General Partner</u>	<u>Accumulated Other Comp Income (Loss)</u>	<u>Total Partners' Capital</u>
Balance January 1, 2008	\$ 1,473.9	\$ -	\$ 291.7	\$ 33.2	\$ 4.2	\$ 1,803.0
Add (deduct):						
Net income	107.6	-	39.0	6.2	-	152.8
Distributions paid	(83.8)	-	(30.7)	(5.6)	-	(120.1)
Sale of common units, net of related transaction costs (10.0 million common units)	243.3	-	-	-	-	243.3
Sale of class B units (22.9 million class B units)	-	686.0	-	-	-	686.0
Capital contribution from general partner	-	-	-	19.2	-	19.2
Other comprehensive loss	-	-	-	-	(34.2)	(34.2)
Balance June 30, 2008	<u>\$ 1,741.0</u>	<u>\$ 686.0</u>	<u>\$ 300.0</u>	<u>\$ 53.0</u>	<u>\$ (30.0)</u>	<u>\$ 2,750.0</u>
Balance January 1, 2009	\$ 2,504.8	\$ 692.8	\$ -	\$ 62.9	\$ (15.5)	\$ 3,245.0
Add (deduct):						
Net income	56.7	8.3	-	7.3	-	72.3
Distributions paid	(149.5)	(13.7)	-	(9.4)	-	(172.6)
Sale of common units, net of related transaction costs (6.7 million common units)	140.9	-	-	3.0	-	143.9
Other comprehensive loss	-	-	-	-	(4.9)	(4.9)
Balance June 30, 2009	<u>\$ 2,552.9</u>	<u>\$ 687.4</u>	<u>\$ -</u>	<u>\$ 63.8</u>	<u>\$ (20.4)</u>	<u>\$ 3,283.7</u>

The accompanying notes are an integral part of these condensed consolidated financial statements.

BOARDWALK PIPELINE PARTNERS, LP

CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

(Millions)
(Unaudited)

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	<u>2009</u>	<u>2008</u>	<u>2009</u>	<u>2008</u>
Net income	\$ 20.3	\$ 64.7	\$ 72.3	\$ 152.8
Other comprehensive (loss) income:				
(Loss) gain on cash flow hedges	-	(23.0)	8.0	(47.4)
Reclassification adjustment transferred to Net income from cash flow hedges	(7.0)	17.0	(8.0)	17.6
Pension and other postretirement benefits costs	(1.0)	(2.2)	(4.9)	(4.4)
Total Comprehensive Income	<u>\$ 12.3</u>	<u>\$ 56.5</u>	<u>\$ 67.4</u>	<u>\$ 118.6</u>

The accompanying notes are an integral part of these condensed consolidated financial statements.

BOARDWALK PIPELINE PARTNERS, LP

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

(Unaudited)

Note 1: Basis of Presentation

Boardwalk Pipeline Partners, LP (the Partnership) is a Delaware limited partnership formed to own and operate the business conducted by its subsidiary, Boardwalk Pipelines, LP (Boardwalk Pipelines), and its subsidiaries, Gulf Crossing Pipeline Company LLC (Gulf Crossing), Gulf South Pipeline Company, LP (Gulf South) and Texas Gas Transmission, LLC (Texas Gas) (collectively, the operating subsidiaries). As of June 30, 2009, Boardwalk Pipelines Holding Corp. (BPHC), a wholly-owned subsidiary of Loews Corporation (Loews) owned 114.2 million of the Partnership's common units, all 22.9 million of the Partnership's class B units and, through Boardwalk GP, LP (Boardwalk GP), an indirect wholly-owned subsidiary of BPHC, holds the 2% general partner interest and all of the incentive distribution rights (IDRs). As of June 30, 2009, the common units, class B units and general partner interest owned by BPHC represent approximately 75% of the Partnership's equity interests, excluding the IDRs. The Partnership's common units are traded under the symbol "BWP" on the New York Stock Exchange.

The accompanying unaudited condensed consolidated financial statements of the Partnership were prepared pursuant to the rules and regulations of the Securities and Exchange Commission. Certain information and footnote disclosures normally included in financial statements prepared in accordance with accounting principles generally accepted in the United States of America have been condensed or omitted pursuant to such rules and regulations. In the opinion of management, the accompanying condensed consolidated financial statements reflect all adjustments (consisting of only normal recurring accruals) necessary to present fairly the financial position as of June 30, 2009, and December 31, 2008, and the results of operations and comprehensive income for the three and six months ended June 30, 2009 and 2008, and changes in cash flow and changes in partners' equity for the six months ended June 30, 2009 and 2008. Reference is made to the Notes to Consolidated Financial Statements in the 2008 Annual Report on Form 10-K, which should be read in conjunction with these unaudited condensed consolidated financial statements. The accounting policies described in Note 2 to the Consolidated Financial Statements included in such Annual Report on Form 10-K are the same used in preparing the accompanying unaudited condensed consolidated financial statements.

Net income for interim periods may not necessarily be indicative of results for the full year. All intercompany items have been eliminated in consolidation. Subsequent events have been evaluated through July 31, 2009, the issuance date of these financial statements.

Note 2: Gas Stored Underground and Gas Receivables and Payables

Gulf South and Texas Gas provide storage services whereby they store gas on behalf of customers. The pipelines also periodically hold customer gas under parking and lending (PAL) services. Since the customers retain title to the gas held by the Partnership in providing these services, the Partnership does not record the related gas on its balance sheet. The Partnership held for storage or under PAL agreements approximately 82.0 trillion British thermal units (TBtu) of gas owned by third parties as of June 30, 2009. Assuming an average market price during June 2009 of \$3.67 per million British thermal unit (MMBtu), the market value of gas held on behalf of others was approximately \$300.9 million. As of December 31, 2008, the Partnership held for storage or under PAL agreements approximately 63.8 TBtu of gas owned by third parties.

In the course of providing transportation and storage services to customers, the operating subsidiaries may receive different quantities of gas from shippers and operators than the quantities delivered on behalf of those shippers and operators. This results in transportation and exchange gas receivables and payables, commonly known

as imbalances, which are settled in cash or the receipt or delivery of gas in the future. Gulf South and Texas Gas also periodically lend gas to customers under PAL services. As of June 30, 2009, the amount of gas loaned out under PAL agreements and the amount of gas owed to the operating subsidiaries due to gas imbalances was approximately 18.9 TBtu. Assuming an average market price during June 2009 of \$3.67 per MMBtu, the market value of that gas was approximately \$69.4 million. As of December 31, 2008, the amount of gas loaned out under PAL agreements and the amount of gas owed to the operating subsidiaries due to gas imbalances was approximately 34.4 TBtu. If any significant customer should have credit or financial problems resulting in a delay or failure to repay the gas owed to the operating subsidiaries, it could have a material adverse effect on the Partnership's financial condition, results of operations and cash flows.

Note 3: Derivative Financial Instruments

In 2009, the Partnership began applying the provisions of Statement of Financial Accounting Standards (SFAS) No. 161, *Disclosures about Derivative Instruments and Hedging Activities*, which requires entities to provide additional information about their derivative instruments and hedging activities. The application of SFAS No. 161 had no effect on the Partnership's financial condition, results of operations and cash flows. Additional information required under the standard is contained in the following disclosures.

Subsidiaries of the Partnership use futures, swaps, and option contracts (collectively, derivatives) to hedge exposure to natural gas commodity price risk related to the future operational sales of natural gas and cash for fuel reimbursement. This includes approximately \$1.7 million and \$0.2 million of gas stored underground at June 30, 2009 and December 31, 2008, which the Partnership owns and carries on its balance sheets as current *Gas stored underground*, and 3.3 billion cubic feet (Bcf) of gas with a book value of \$7.5 million that has become available for sale as a result of Phase III of the Western Kentucky Storage Expansion. At June 30, 2009, approximately 6.8 Bcf of anticipated future sales of natural gas and cash for fuel reimbursement were hedged with derivatives having settlement dates in 2009 and 2010. The derivatives qualify for cash flow hedge accounting under SFAS No. 133, *Accounting for Derivative Instruments and Hedging Activities*, as amended, and are designated as such. The Partnership has also periodically used derivatives as cash flow hedges of interest rate risk in anticipation of debt offerings.

All of the Partnership's derivatives are reported at fair value in accordance with SFAS No. 133. The currently outstanding derivatives are recorded at fair value based on New York Mercantile Exchange (NYMEX) quotes for natural gas futures and options. The NYMEX quotes are deemed to be observable inputs in an active market for similar assets and liabilities and are considered Level 2 inputs for purposes of fair value disclosures under SFAS No. 157, *Fair Value Measurements*. The Partnership has not changed its valuation techniques or inputs during the reporting period.

The fair values of derivatives existing as of June 30, 2009, and December 31, 2008, were included in the following captions in the Condensed Consolidated Balance Sheets (in millions):

	Asset Derivatives				Liability Derivatives			
	June 30, 2009		December 31, 2008		June 30, 2009		December 31, 2008	
	Balance sheet location	Fair Value	Balance sheet location	Fair Value	Balance sheet location	Fair Value	Balance sheet location	Fair Value
Derivatives designated as hedging instruments under SFAS No. 133								
Commodity contracts	Other current assets	\$ 9.6	Other current assets	\$ 10.5	Other current liabilities	\$ -	Other current liabilities	\$ 0.1
	Other assets	<u>2.8</u>	Other assets	<u>3.7</u>	Other liabilities	<u>0.8</u>	Other liabilities	<u>-</u>
		<u>\$ 12.4</u>		<u>\$ 14.2</u>		<u>\$ 0.8</u>		<u>\$ 0.1</u>

The changes in fair values of the derivatives designated as cash flow hedges are expected to, and do, have a high correlation to changes in value of the anticipated transactions. Each reporting period the Partnership measures the effectiveness of the cash flow hedge contracts. To the extent the changes in the fair values of the hedge contracts do not effectively offset the changes in the estimated cash flows of the anticipated transactions, the ineffective portion of the hedge contracts is currently recognized in earnings. If it becomes probable that the anticipated transactions will not occur, hedge accounting would be terminated and changes in the fair values of the associated derivative financial instruments would be recognized currently in earnings. The Partnership did not discontinue any cash flow hedges during the three and six month periods ended June 30, 2009 and 2008.

The effective component of unrealized gains and losses resulting from changes in fair values of the derivatives designated as cash flow hedges are deferred as a component of Accumulated other comprehensive income (loss) (AOCI). The deferred gains and losses associated with the anticipated operational sale of gas reported as current *Gas stored underground* are recognized in operating revenues when the anticipated transactions affect earnings. The deferred gains and losses associated with the anticipated sale of gas that has become available for sale as a result of Phase III of the Western Kentucky Storage Expansion are recognized in *Net loss (gain) on disposal of operating assets and related contracts* when the anticipated transactions affect earnings. In situations where continued reporting of a loss in AOCI would result in recognition of a future loss on the combination of the derivative and the hedged transaction, SFAS No. 133 requires that the loss be immediately recognized in earnings for the amount that is not expected to be recovered. No such losses were recognized in the three and six month periods ended June 30, 2009, and \$1.7 million of losses were recognized for the three and six month periods ended June 30, 2008.

The amount of gains and losses from derivatives recognized in the Condensed Consolidated Statements of Income for the three months ended June 30, 2009, were (in millions):

Derivatives in SFAS No. 133 Cash Flow Hedging Relationship	Amount of gain/(loss) recognized in AOCI on derivatives (effective portion)	Location of gain/(loss) reclassified from AOCI into income (effective portion)	Amount of gain/(loss) reclassified from AOCI into income (effective portion)	Location of gain/(loss) recognized in income on derivative (in- effective portion and amount excluded from effectiveness testing)	Amount of gain/(loss) recognized in income on derivative (in- effective portion and amount excluded from effectiveness testing)
				Net gain/(loss) on disposal of operating assets and related contracts	
Commodity contracts	\$ -	Operating revenues	\$ 7.6		\$ (0.2)
Interest rate contracts (1)	-	Interest expense	(0.4)	N/A	-
	<u>\$ -</u>		<u>\$ 7.2</u>		<u>\$ (0.2)</u>

- (1) Related to amounts deferred in AOCI from Treasury rate locks used in hedging interest payments associated with debt offerings which were settled in previous periods and are being amortized to earnings over the terms of related interest payments, generally the terms of the related debt.

The amount of gains and losses from derivatives recognized in the Condensed Consolidated Statements of Income for the six months ended June 30, 2009, were (in millions):

Derivatives in SFAS No. 133 Cash Flow Hedging Relationship	Amount of gain/(loss) recognized in AOCI on derivatives (effective portion)	Location of gain/(loss) reclassified from AOCI into income (effective portion)	Amount of gain/(loss) reclassified from AOCI into income (effective portion)	Location of gain/(loss) recognized in income on derivative (in- effective portion and amount excluded from effectiveness testing)	Amount of gain/(loss) recognized in income on derivative (in- effective portion and amount excluded from effectiveness testing)
				Net gain/(loss) on disposal of operating assets and related contracts	
Commodity contracts	\$ 8.0	Operating revenues	\$ 9.0		\$ (0.2)
Interest rate contracts (1)	-	Interest expense	(0.8)	N/A	-
	<u>\$ 8.0</u>		<u>\$ 8.2</u>		<u>\$ (0.2)</u>

- (1) Related to amounts deferred in AOCI from Treasury rate locks used in hedging interest payments associated with debt offerings which were settled in previous periods and are being amortized to earnings over the terms of related interest payments, generally the terms of the related debt.

In the first quarter 2008, approximately 5.1 Bcf of gas stored underground with a book value of \$11.8 million became available for sale related to the Western Kentucky Storage Expansion. The Partnership entered into derivatives, which were designated as cash flow hedges, to hedge the price exposure related to the expected sale of

this gas. Approximately 2.2 Bcf of this gas was sold in the second quarter 2008, and the related derivatives were settled, resulting in a gain of \$14.7 million which was reported in *Net loss (gain) on disposal of operating assets and related contracts* on the Condensed Consolidated Statements of Income.

The Partnership has entered into master netting agreements to manage counterparty credit risk associated with its derivatives, however it does not offset on its balance sheets fair value amounts recorded for derivative instruments under these agreements. At June 30, 2009, all of the Partnership's derivatives were with two counterparties, however outstanding asset positions under derivative contracts have not resulted in a material concentration of credit risk.

In accordance with the contracts governing the Partnership's derivatives, the counterparty or the Partnership may be required to post cash collateral when credit risk exceeds certain thresholds. Contractual provisions with one counterparty require that cash collateral be posted to the extent the fair value amount payable to the other party exceeds \$5.0 million. The threshold for posting collateral with the other counterparty varies based on the credit ratings of the contracting subsidiary of the Partnership or the counterparty. Based on credit ratings at June 30, 2009, the Partnership would be required to post cash collateral to the extent the fair value amount payable to the other party exceeds \$10.0 million and the counterparty would be required to post cash collateral to the extent the fair value amount payable to the Partnership exceeds \$25.0 million. Additionally, the outstanding derivative contracts contain ratings triggers which would require the Partnership's contracting subsidiary to immediately post collateral in the form of cash or a letter of credit for the full value of any of the derivatives that are in a liability position if the subsidiary's credit rating were reduced below investment grade. At June 30, 2009, the Partnership was not required to post any collateral associated with its derivatives. At June 30, 2009, the Partnership held as cash collateral \$5.1 million related to its outstanding derivatives, which was recorded in *Other current liabilities*. At December 31, 2008, the Partnership held \$5.4 million in cash collateral related to its outstanding derivatives.

Note 4: Income Taxes

The Partnership is not a taxable entity for federal income tax purposes. As such, it does not directly pay federal income tax. The Partnership's taxable income or loss, which may vary substantially from the net income or loss reported in the Condensed Consolidated Statements of Income, is includable in the federal income tax returns of each partner. The aggregate difference in the basis of the Partnership's net assets for financial and income tax purposes cannot be readily determined as the Partnership does not have access to the information about each partner's tax attributes. The subsidiaries of the Partnership directly incur some income-based state taxes which are presented in *Income taxes* on the Condensed Consolidated Statements of Income.

Note 5: Commitments and Contingencies

Calpine Energy Services (Calpine) Settlement

In the first quarter 2008, the Partnership received a cash payment of approximately \$15.3 million as settlement of a claim against Calpine and recorded a net gain of \$11.2 million related to the realization of the unrecognized portion of the claim which was reported as *Contract settlement gain* on the Condensed Consolidated Statements of Income.

Legal Proceedings

Napoleonville Salt Dome Matter

Following the December 2003 accidental release of natural gas from storage in a salt dome cavern operated by Gulf South at the Dow Hydrocarbon and Resources, Inc. (Dow Hydrocarbon), Grand Bayou facility in Belle Rose, Louisiana, several suits were filed, including two that were initially filed as class actions. One of the cases initially filed as a class action was settled in 2008.

A lawsuit entitled *Crystal Aucoin, et al. v. Gulf South Pipeline Company, LP, et al.*, No. 28,157 was filed on February 12, 2004, in the 23rd Judicial District Court for the Parish of Assumption, State of Louisiana. The suit was initially filed as a class action. The defendants at the trial were Gulf South, Dow Chemical Company (Dow Chemical), Dow Hydrocarbon and one of Gulf South's insurers, Oil Insurance Limited (OIL). The plaintiffs voluntarily dismissed their class action allegations on February 2, 2006. Since that time the case has proceeded in the same court as a mass joinder of approximately 1,200 individual claims. The plaintiffs seek damages for alleged inconvenience and emotional distress arising from being forced to drive on a detour around a road closed due to the gas release. A trial was held in August 2008 on damages for a sample group of 23 plaintiffs. In January 2009, the court awarded damages to these plaintiffs of less than \$0.1 million in the aggregate. Gulf South and the other defendants are considering whether to appeal the ruling. Pursuant to an agreement among defendants, Gulf South is responsible for one half of any judgment, subject to final determination of Gulf South's claim for indemnification from Dow Chemical. The Partnership expects that any judgment amounts paid would be covered by insurance.

On September 29, 2005, OIL filed suit against Dow Chemical and Dow Hydrocarbon, No. 29,217, in the 23rd Judicial District Court for the Parish of Assumption, State of Louisiana, *Oil Insurance Limited v. Dow Chemical Company, et al.* OIL seeks indemnification from Dow Hydrocarbon for amounts of insurance paid to Gulf South. Dow Hydrocarbon has filed a demand against OIL and a third-party claim against Gulf South. Dow Hydrocarbon's allegations against Gulf South include contractual violations and liability due to negligence and strict liability. Dow Hydrocarbon seeks recovery for property damage, damages arising from the loss of use of certain wells/caverns and damages incurred responding to and remediating the natural gas leak. Trial of this case has been scheduled to begin in April 2010.

Litigation is subject to many uncertainties, and it is possible these actions could be decided unfavorably. The Partnership expects claims in each of these cases to be covered by insurance that was in place at the time of the incident. For the six month periods ended June 30, 2009 and 2008, the Partnership received \$1.4 million and \$3.9 million in insurance proceeds related to previously incurred litigation and remediation costs, which were recorded as reductions to *Operating Costs and Expenses*.

Contract Compliance Review

In October 2008, the Federal Energy Regulatory Commission (FERC) issued an order with respect to an interstate natural gas pipeline not affiliated with the Partnership that redefined what types of changes to a contract within FERC's jurisdiction will be viewed by FERC as a material deviation, thereby requiring that the contract be filed with and approved by FERC. In the fall 2008, the Partnership initiated a review of its transportation and storage contracts for both Gulf South and Texas Gas in order to verify compliance with the order. Based upon the findings of this review, the Partnership has reported to FERC that certain of its transportation and storage contracts may not be in compliance with the requirements of the order. The Partnership met with FERC staff to review its findings and discuss additional steps to be taken and does not expect the outcome to have a material impact on its financial condition, results of operations or cash flows.

Other Legal Matters

The Partnership's subsidiaries are parties to various other legal actions arising in the normal course of business. Management believes the disposition of all known outstanding legal actions will not have a material adverse impact on the Partnership's financial condition, results of operations or cash flows.

Expansion Capital Projects

In the first quarter 2009, the Partnership placed in service the remaining compression assets associated with its Southeast Expansion. The Partnership also placed in service its Gulf Crossing Project and Fayetteville and Greenville Laterals. The Partnership is constructing additional compression facilities for its Gulf Crossing Project and Fayetteville and Greenville Laterals, for which the necessary FERC approvals were received in 2009, and which are expected to be placed in service in 2010. Through June 30, 2009, the Partnership spent \$744.1 million on the

Southeast Expansion, \$1.6 billion on the Gulf Crossing Project and \$900.6 million on the Fayetteville and Greenville Laterals.

The Partnership is also engaged in Phase III of the Western Kentucky Storage Expansion project, which consists of developing new working gas capacity at its Midland storage facility for which FERC has granted the Partnership market-based rate authority. A portion of the storage capacity went into service in 2008 and the Partnership has entered into contracts for the remaining capacity to be developed, which is expected to be placed in service in November 2009. Through June 30, 2009, the Partnership spent \$56.5 million related to this project.

Environmental and Safety Matters

The operating subsidiaries are subject to federal, state, and local environmental laws and regulations in connection with the operation and remediation of various operating sites. The Partnership accrues for environmental expenses resulting from existing conditions that relate to past operations when the costs are probable and can be reasonably estimated. In addition to federal and state mandated remediation requirements, the Partnership often enters into voluntary remediation programs with regulatory agencies. Depending on the results of on-going assessments and review of any data collected, the Partnership's liabilities for environmental remediation are updated based on new facts and circumstances. The actual costs incurred will depend on the actual amount and extent of contamination discovered, the final cleanup standards mandated by the Environmental Protection Agency (EPA) or other governmental authorities and other factors.

As of June 30, 2009, and December 31, 2008, the Partnership had an accrued liability of approximately \$15.8 million and \$16.8 million related to assessment and remediation costs associated with the historical use of polychlorinated biphenyls, petroleum hydrocarbons and mercury, enhancement of groundwater protection measures and other costs. The expenditures are expected to occur over approximately the next ten years. The accrual represents management's estimate of the undiscounted future obligations based on evaluations and discussions with counsel and operating personnel and the current facts and circumstances related to these matters. As of June 30, 2009, and December 31, 2008, approximately \$3.5 million was recorded in *Other current liabilities* and approximately \$12.3 million and \$13.3 million were recorded in *Other Liabilities and Deferred Credits*.

Commitments

The Partnership's future capital commitments are comprised of binding commitments under purchase orders for materials ordered but not received and firm commitments under binding construction agreements. These commitments as of June 30, 2009, were approximately (in millions):

Less than 1 year	\$ 137.1
1-3 years	1.1
4-5 years	-
More than 5 years	-
Total	<u>\$ 138.2</u>

There were no substantial changes to the Partnership's operating lease commitments or pipeline capacity agreements disclosed in Note 3 to the Partnership's 2008 Annual Report on Form 10-K.

Note 6: Cash Distributions and Net Income per Unit

Cash Distributions

The Partnership's cash distribution policy requires that the Partnership distribute to its various ownership interests on a quarterly basis all of its available cash, as defined in its partnership agreement. IDRs, which represent a limited partner ownership interest and are currently held by the Partnership's general partner, represent the contractual right to receive an increasing percentage of quarterly distributions of available cash as follows:

	Total Quarterly Distribution	Marginal Percentage Interest in Distributions	
		Limited Partner Unitholders (1)	General Partner and IDRs
	Target Amount		
First Target Distribution	up to \$0.4025	98%	2%
Second Target Distribution	above \$0.4025 up to \$0.4375	85%	15%
Third Target Distribution	above \$0.4375 up to \$0.5250	75%	25%
Thereafter	above \$0.5250	50%	50%

- (1) The class B unitholders participate in distributions on a pari passu basis with the Partnership's common units up to \$0.30 per unit per quarter. The class B units do not participate in quarterly distributions above \$0.30 per unit. The class B units began sharing in income allocations and distributions with respect to the third quarter 2008.

In the second quarter 2009, the Partnership paid quarterly distributions to its common unitholders of record of \$0.485 per common unit, \$0.30 per class B unit to the holder of the class B units and amounts to the general partner on behalf of its 2% general partner interest and as holder of the IDRs. In the second quarter 2008, the Partnership paid quarterly distributions to unitholders of record, including common and subordinated units, of \$0.465 per common unit and amounts to the general partner on behalf of its 2% general partner interest and as holder of the IDRs.

In July 2009, the Partnership declared a quarterly cash distribution to unitholders of record of \$0.49 per common unit.

Net Income per Unit

In the first quarter 2009, the Partnership began applying the provisions of Emerging Issues Task Force (EITF) Issue No. 07-4, *Application of the Two-Class Method under FASB Statement No. 128, Earnings per Share, to Master Limited Partnerships* (EITF No. 07-4) which provides that net income for the current period be reduced by the amount of available cash that will be distributed with respect to that period for purposes of calculating net income per unit. Any residual amount representing undistributed net income (or losses) is assumed to be allocated to the various ownership interests in accordance with the contractual provisions of the partnership agreement.

Under the Partnership's partnership agreement, for any quarterly period, the IDRs participate in net income only to the extent of the amount of cash distributions actually declared, thereby excluding the IDRs from participating in undistributed net income or losses. Accordingly, undistributed net income is assumed to be allocated to the other ownership interests on a pro rata basis, except that the class B units' participation in net income is limited to \$0.30 per unit per quarter. Payments made on account of the Partnership's various ownership interests are determined in relation to actual declared distributions, and are not based on the assumed allocations required by EITF No. 07-4.

The following table provides a reconciliation of net income and the assumed allocation of net income to the common and class B units for purposes of computing net income per unit for the three months ended June 30, 2009 (in millions, except per unit data):

	<u>Total</u>	<u>Common Units</u>	<u>Class B Units</u>	<u>General Partner and IDRs</u>
Net income	\$ 20.3			
Declared distribution	<u>91.3</u>	\$ 79.1	\$ 6.9	\$ 5.3
Assumed allocation of undistributed net loss	<u>(71.0)</u>	<u>(60.7)</u>	<u>(8.9)</u>	<u>(1.4)</u>
Assumed allocation of net income	<u>\$ 20.3</u>	<u>\$ 18.4</u>	<u>\$ (2.0)</u>	<u>\$ 3.9</u>
Weighted average units outstanding		155.5	22.9	
Net income per unit		\$ 0.12	\$ (0.09)	

The following table provides a reconciliation of net income and the assumed allocation of net income to the common and class B units for purposes of computing net income per unit for the six months ended June 30, 2009 (in millions, except per unit data):

	<u>Total</u>	<u>Common Units</u>	<u>Class B Units</u>	<u>General Partner and IDRs</u>
Net income	\$ 72.3			
Declared distribution	<u>178.2</u>	\$ 154.4	\$ 13.7	\$ 10.1
Assumed allocation of undistributed net loss	<u>(105.9)</u>	<u>(90.5)</u>	<u>(13.3)</u>	<u>(2.1)</u>
Assumed allocation of net income	<u>\$ 72.3</u>	<u>\$ 63.9</u>	<u>\$ 0.4</u>	<u>\$ 8.0</u>
Weighted average units outstanding		155.2	22.9	
Net income per unit		\$ 0.41	\$ 0.02	

As a result of applying the provisions of EITF No. 07-04, net income per unit for the three and six months ended June 30, 2008, has been retrospectively adjusted from \$0.49 and \$1.09 per common and subordinated unit, as originally reported using the provisions of EITF Issue No. 03-06, *Participating Securities and the Two-Class Method under FASB Statement No. 128*, to \$0.50 and \$1.18 per common unit and \$0.46 and \$1.14 per subordinated unit for the three and six months ended June 30, 2008. The following table provides a reconciliation of net income and the assumed allocation of net income to the common and subordinated units for purposes of computing net income per unit for the three months ended June 30, 2008 (in millions, except per unit data):

	<u>Total</u>	<u>Common Units</u>	<u>Subordinated Units</u>	<u>General Partner and IDRs</u>
Net income	\$ 64.7			
Declared distribution	<u>66.2</u>	\$ 47.3	\$ 15.6	\$ 3.3
Assumed allocation of undistributed net loss	<u>(1.5)</u>	<u>(1.1)</u>	<u>(0.4)</u>	<u>-</u>
Assumed allocation of net income	<u>\$ 64.7</u>	<u>\$ 46.2</u>	<u>\$ 15.2</u>	<u>\$ 3.3</u>
Weighted average units outstanding		92.3	33.1	
Net income per unit		\$ 0.50	\$ 0.46	

The following table provides a reconciliation of net income and the assumed allocation of net income to the common and subordinated units for purposes of computing net income per unit for the six months ended June 30, 2008 (in millions, except per unit data):

	<u>Total</u>	<u>Common Units</u>	<u>Subordinated Units</u>	<u>General Partner and IDRs</u>
Net income	\$ 152.8			
Declared distribution	<u>126.7</u>	\$ 89.5	\$ 30.9	\$ 6.3
Assumed allocation of undistributed net income	<u>26.1</u>	<u>18.8</u>	<u>6.8</u>	<u>0.5</u>
Assumed allocation of net income	<u>\$ 152.8</u>	<u>\$ 108.3</u>	<u>\$ 37.7</u>	<u>\$ 6.8</u>
Weighted average units outstanding		91.5	33.1	
Net income per unit		\$ 1.18	\$ 1.14	

Note 7: Financing

Notes and Debentures

As of June 30, 2009, and December 31, 2008, the weighted-average interest rate of the Partnership's notes and debentures was 5.89%. The indentures governing the notes and debentures have restrictive covenants which provide that, with certain exceptions, neither the Partnership nor any of its subsidiaries may create, assume or suffer to exist any lien upon any property to secure any indebtedness unless the debentures and notes shall be equally and ratably secured. All debt obligations are unsecured. At June 30, 2009, Boardwalk Pipelines and its operating subsidiaries were in compliance with their debt covenants.

Long Term Debt - Affiliate

On May 1, 2009, Boardwalk Pipelines entered into a Subordinated Loan Agreement with BPHC under which Boardwalk Pipelines could borrow up to \$200.0 million (Subordinated Loans). Boardwalk Pipelines borrowed \$100.0 million of Subordinated Loans in May 2009 and borrowed the remaining \$100.0 million of Subordinated Loans in June 2009, all of which proceeds were used to fund a portion of the cost of the Partnership's expansion projects and to reduce borrowings under its revolving credit facility described below. The Subordinated Loans bear interest at 8.00% per year, payable semi-annually in June and December, commencing December 2009, and mature six months after the maturity (including any term-out option period) of the revolving credit facility. The Subordinated Loans must be prepaid with the net cash proceeds from the issuance of additional equity securities by the Partnership or the incurrence of certain indebtedness by the Partnership or its subsidiaries although BPHC may waive such prepayment. The Subordinated Loans are subordinated in right of payment to the Partnership's obligations under its revolving credit facility pursuant to the terms of a Subordination Agreement between BPHC and Wachovia Bank, National Association, as representative of the lenders under the revolving credit facility.

Revolving Credit Facility

The Partnership has a revolving credit facility which has aggregate lending commitments of \$1.0 billion. A financial institution which has a \$50.0 million commitment under the revolving credit facility filed for bankruptcy protection in 2008 and has not funded its portion of the Partnership's borrowing requests since that time. Borrowings outstanding under the credit facility as of June 30, 2009, and December 31, 2008, were \$703.5 million and \$792.0 million with a weighted-average borrowing rate of 0.58% and 3.43%. Through July 31, 2009, the Partnership had borrowed an additional \$50.0 million against the revolver, increasing its borrowings to \$753.5 million.

The credit facility contains various restrictive covenants and other usual and customary terms and conditions, including limitations on the payment of cash dividends by its subsidiaries and other restricted payments, the incurrence of additional debt, the sale of assets, and sale-leaseback transactions. The financial covenants under the credit facility require the Partnership and its subsidiaries to maintain, among other things, a ratio of total consolidated debt to consolidated EBITDA (as defined in the credit agreement) measured for the previous twelve months, of not more than 5.0 to 1.0. The Partnership and its subsidiaries were in compliance with all covenant

requirements under the credit facility as of June 30, 2009. The revolving credit facility has a maturity date of June 29, 2012.

Offerings of Common Units

For the six months ended June 30, 2009 and 2008, the Partnership completed the following equity offerings, the proceeds of which were used to finance a portion of the Partnership's expansion projects and to repay amounts borrowed under the revolving credit facility (in millions, except the offering price):

Month of Offering	Number of Common Units	Offering Price	Underwriting Discounts and Expenses	Net Proceeds (including General Partner Contribution)	Common Units Outstanding After Offering	Common Units Held by the Public After Offering
June 2009 (a)	6.7	\$ 21.99	\$ - (b)	\$ 150.0	161.6 (c)	47.4
June 2008	10.0	25.30	9.4	248.8	100.7	47.4

- (a) Sold to BPHC in a private placement. BPHC waived the mandatory prepayment of the Subordinated Loans with the net proceeds of this private placement.
- (b) Pursuant to the Registration Rights Agreement discussed below, the Partnership agreed to reimburse certain future underwriting discounts and expenses that may be incurred by BPHC upon a resale of these units.
- (c) Includes the conversion of all of the 33.1 million subordinated units into common units in November 2008.

Class B Units

In June 2008, the Partnership issued and sold, pursuant to the Class B Unit Purchase Agreement, approximately 22.9 million of class B units representing limited partner interests (class B units) to BPHC for \$30.00 per class B unit, or an aggregate purchase price of \$686.0 million. The Partnership's general partner also contributed \$14.0 million to the Partnership to maintain its 2% interest. The Partnership used the proceeds of \$700.0 million to repay amounts borrowed under the revolving credit facility and to fund a portion of the costs of its ongoing expansion projects. The class B units are convertible into common units by the holder on a one-for-one basis at any time after June 30, 2013. The class B units began sharing in income allocations and distributions with respect to the third quarter 2008.

Registration Rights Agreement

The Partnership has entered into an Amended and Restated Registration Rights Agreement with BPHC under which the Partnership has agreed to register the resale by BPHC of the common units acquired by BPHC in June 2009 and October 2008 and the common units to be acquired upon conversion of the class B Units. The Partnership also agreed to pay the expenses, including accounting and legal expenses, incurred by BPHC in the sale of such securities and to reimburse BPHC for any underwriting discounts and commissions on the sale by BPHC of certain of such common units. In connection with the June 2009 private placement of common units to BPHC, this agreement was amended to increase the number of units for which the Partnership has agreed to reimburse BPHC for underwriting discounts and commissions from 21.2 million to 27.9 million, up to a maximum of \$0.914 per common unit. As of June 30, 2009 and December 31, 2008, the Partnership had an accrued liability of approximately \$26.7 million and \$20.6 million as a result of the contingent obligation to BPHC.

Note 8: Property, Plant and Equipment

In 2009, the Partnership placed in service its Gulf Crossing Project and Fayetteville and Greenville Laterals and the remaining compression facilities associated with its Southeast Expansion project. As a result, approximately \$2.3 billion was transferred from work in progress to plant. The assets will generally be depreciated over a term of 35 years.

Note 9: Employee Benefits

Defined Benefit Plans

Texas Gas employees hired prior to November 1, 2006, are covered under a non-contributory, defined benefit pension plan. The Texas Gas Supplemental Retirement Plan provides pension benefits for the portion of an eligible employee's pension benefit that becomes subject to compensation limitations under the Internal Revenue Code. Texas Gas provides postretirement medical benefits and life insurance to retired employees who were employed full time, hired prior to January 1, 1996, and have met certain other requirements. The Partnership uses a measurement date of December 31 for its benefit plans.

Components of net periodic benefit cost for both the retirement plans and postretirement benefits other than pension (PBOP) for the three and six months ended June 30, 2009 and 2008 were the following (in millions):

	<u>Retirement Plans</u>		<u>PBOP</u>	
	<u>For the Three Months Ended</u>		<u>For the Three Months Ended</u>	
	<u>June 30,</u>		<u>June 30,</u>	
	<u>2009</u>	<u>2008</u>	<u>2009</u>	<u>2008</u>
Service cost	\$ 0.9	\$ 0.9	\$ 0.1	\$ 0.1
Interest cost	1.7	1.6	0.7	0.8
Expected return on plan assets	(1.4)	(1.7)	(0.7)	(1.2)
Amortization of prior service credit	-	-	(1.9)	(1.9)
Amortization of unrecognized net loss	0.5	-	0.4	-
Regulatory asset decrease	-	-	1.3	1.3
Net periodic pension expense	<u>\$ 1.7</u>	<u>\$ 0.8</u>	<u>\$ (0.1)</u>	<u>\$ (0.9)</u>

	<u>Retirement Plans</u>		<u>PBOP</u>	
	<u>For the Six Months Ended</u>		<u>For the Six Months Ended</u>	
	<u>June 30,</u>		<u>June 30,</u>	
	<u>2009</u>	<u>2008</u>	<u>2009</u>	<u>2008</u>
Service cost	\$ 1.8	\$ 1.8	\$ 0.2	\$ 0.3
Interest cost	3.4	3.2	1.5	1.6
Expected return on plan assets	(2.7)	(3.3)	(1.7)	(2.5)
Amortization of prior service credit	-	-	(3.8)	(3.9)
Amortization of unrecognized net loss	0.9	-	0.7	0.1
Regulatory asset decrease	-	-	2.7	2.7
Net periodic pension expense	<u>\$ 3.4</u>	<u>\$ 1.7</u>	<u>\$ (0.4)</u>	<u>\$ (1.7)</u>

Defined Contribution Plans

Texas Gas employees hired on or after November 1, 2006, and Gulf South employees are provided retirement benefits under a defined contribution money purchase plan. The operating subsidiaries also provide 401(k) plan benefits to their employees. Costs related to the Partnership's defined contribution plans were \$1.6 million and \$3.3 million for the three and six months ended June 30, 2009 and \$1.5 million and \$3.1 million for the three and six months ended June 30, 2008.

Note 10: Related Party Transactions

Loews provides a variety of corporate services to the Partnership and its subsidiaries under services agreements which have been operative since the Partnership's initial public offering. Services provided by Loews include, among others, information technology, tax, risk management, internal audit and corporate development

services. Loews charged \$3.9 million and \$7.8 million for the three and six months ended June 30, 2009, and \$3.4 million and \$7.5 million for the three and six months ended June 30, 2008, to the Partnership for performing these services, plus related expenses and allocated overheads.

Distributions paid related to limited partner units held by BPHC, the 2% general partner interest and IDRs held by Boardwalk GP were \$126.9 million and \$85.5 million for the six months ended June 30, 2009 and 2008.

In addition to these transactions, in the second quarter 2009, Boardwalk Pipelines entered into and borrowed \$200.0 million from BPHC under a Subordinated Loan Agreement and the Partnership issued and sold 6.7 million common units to BPHC. Note 7 contains more information regarding these transactions.

Note 11: Accumulated Other Comprehensive Income (Loss)

The following table shows the components of Accumulated other comprehensive loss, which is included in Partners' Capital on the Condensed Consolidated Balance Sheets (in millions):

	As of <u>June 30, 2009</u>	As of <u>December 31, 2008</u>
Loss on cash flow hedges	\$ (0.7)	\$ (0.7)
Deferred components of net periodic benefit cost	(19.7)	(14.8)
Total Accumulated other comprehensive loss	<u>\$ (20.4)</u>	<u>\$ (15.5)</u>

Note 12: Guarantee of Securities of Subsidiaries

The Partnership has no independent assets or operations other than its investment in its subsidiaries. The Partnership's Boardwalk Pipelines subsidiary has issued securities which have been fully and unconditionally guaranteed by the Partnership. All of the subsidiaries of the Partnership are minor other than Boardwalk Pipelines and its consolidated subsidiaries. The Partnership does have separate partners' capital including publicly traded limited partner common units.

The Partnership's subsidiaries have no significant restrictions on their ability to pay distributions or make loans to the Partnership except as noted in the debt covenants and had no restricted assets at June 30, 2009. Note 7 contains additional information regarding the Partnership's debt and related covenants.

Note 13: Financial Instruments

The following methods and assumptions were used in estimating the Partnership's fair value disclosures for financial instruments:

Cash and Cash Equivalents: For cash and short-term financial assets and liabilities, the carrying amount is a reasonable estimate of fair value due to the short maturity of those instruments.

Short-term Investments: In December 2008, the Partnership invested a portion of its undistributed cash in U.S. Government securities, primarily Treasury notes, under repurchase agreements. Generally, the Partnership engaged in overnight repurchase transactions where purchased securities were sold back to the counterparty the following business day. Pursuant to the master repurchase agreements, the Partnership took actual possession of the purchased securities. In the event that default by the counterparty had occurred under the agreement, the repurchase would be deemed immediately to occur and the Partnership would be entitled to sell the securities in the open market, or give the counterparty credit based on the market price on such date, and apply the proceeds (or deemed proceeds) to the aggregate unpaid repurchase amounts and any other amounts owing by the counterparty.

At December 31, 2008, the portfolio consisted of \$175.0 million of Treasury securities with original maturities in August 2009, held pursuant to overnight repurchase agreements. The amount invested under repurchase agreements was stated at fair value based on quoted market prices for the securities. The Partnership had no short-term investments at June 30, 2009.

Long-Term Debt: Except for debt issued by Gulf South, the debt issued by Texas Gas in March 2008, the revolving credit facility and the Subordinated Loans categorized as Long-Term Debt - Affiliate, all of the Partnership's long-term debt is publicly traded. The estimated fair value of the Partnership's publicly traded debt is based on quoted market prices at June 30, 2009 and December 31, 2008. The fair market value of the debt that is not publicly traded is based on market prices of similar debt at June 30, 2009 and December 31, 2008.

Long-Term Debt - Affiliate: Borrowings under the Subordinated Loans were completed in May and June 2009. The estimated fair value is based on market prices of similar debt, adjusted for the affiliated nature of the transaction. Note 7 contains more information regarding the Subordinated Loans.

The carrying amount and estimated fair values of the Partnership's financial instruments as of June 30, 2009 and December 31, 2008 were as follows (in millions):

	<u>June 30, 2009</u>		<u>December 31, 2008</u>	
	<u>Carrying Amount</u>	<u>Fair Value</u>	<u>Carrying Amount</u>	<u>Fair Value</u>
<u>Financial Assets</u>				
Cash and cash equivalents	\$ 71.8	\$ 71.8	\$ 137.7	\$ 137.7
Short-term investments	\$ -	\$ -	\$ 175.0	\$ 175.0
<u>Financial Liabilities</u>				
Long-term debt	\$ 2,801.9	\$ 2,687.5	\$ 2,889.4	\$ 2,655.3
Long-term debt – affiliate	\$ 200.0	\$ 210.0	\$ -	\$ -

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis of financial condition and results of operations should be read in conjunction with our accompanying interim condensed consolidated financial statements, related notes and Risk Factors, included elsewhere in this report and prepared in accordance with accounting principles generally accepted in the United States of America and our consolidated financial statements, related notes, Management's Discussion and Analysis of Financial Condition and Results of Operations and Risk Factors included in our Annual Report on Form 10-K for the year ended December 31, 2008.

Overview

Through our subsidiaries, Gulf Crossing Pipeline Company LLC (Gulf Crossing), Gulf South Pipeline Company, LP (Gulf South) and Texas Gas Transmission, LLC (Texas Gas) (collectively, the operating subsidiaries), we own and operate three interstate natural gas pipeline systems including integrated storage facilities. Our pipeline systems originate in the Gulf Coast region and extend northeasterly to the Midwestern states of Tennessee, Kentucky, Illinois, Indiana and Ohio. As of June 30, 2009, Boardwalk Pipelines Holding Corp. (BPHC), a wholly-owned subsidiary of Loews Corporation (Loews) owned 114.2 million of our common units, all 22.9 million of our class B units and, through Boardwalk GP, LP (Boardwalk GP), an indirect wholly-owned subsidiary of BPHC, holds the 2% general partner interest and all of the incentive distribution rights (IDRs). As of June 30, 2009, the common units, class B units and general partner interest owned by BPHC represent approximately 75% of our equity interests, excluding the IDRs. Our common units are traded under the symbol "BWP" on the New York Stock Exchange.

Our transportation services consist of firm transportation, whereby the customer pays a capacity reservation charge to reserve pipeline capacity at certain receipt and delivery points along our pipeline systems, plus a commodity and fuel charge on the volume of natural gas actually transported, and interruptible transportation, whereby the customer pays to transport gas only when capacity is available and used. We offer firm storage services in which the customer reserves and pays for a specific amount of storage capacity, including injection and withdrawal rights, and interruptible storage and parking and lending (PAL) services where the customer receives and pays for capacity only when it is available and used. Some PAL agreements are paid for at inception of the service and revenues for these agreements are recognized as service is provided over the term of the agreement. Our operating costs and expenses typically do not vary significantly based upon the amount of gas transported, with the exception of fuel consumed at our compressor stations, which is included in *Fuel and gas transportation* expenses on our Condensed Consolidated Statements of Income.

We are not in the business of buying and selling natural gas other than for system management purposes, but changes in the price of natural gas can affect the overall supply and demand of natural gas, which in turn can affect our results of operations. Our business is affected by trends involving natural gas price levels and natural gas price spreads, including spreads between physical locations on our pipeline system, which affect our transportation revenues, and spreads in natural gas prices across time (for example summer to winter), which primarily affect our storage and PAL revenues.

Expansion Projects

During the first quarter 2009, we placed in service the remaining pipeline assets and the initial compression assets associated with our major pipeline expansion projects. Each of these projects is now transporting natural gas. Additional compression facilities will be constructed in 2010 on the Gulf Crossing Pipeline and the Fayetteville and Greenville Laterals to increase the peak-day delivery capacities of those projects.

Remediation of Pipe Anomalies

As previously reported, we are seeking authority from the Pipeline and Hazardous Materials Safety Administration (PHMSA) to operate our new expansion pipeline projects under special permits that would allow each pipeline to operate at higher than normal operating pressures (80% of the pipe's Specified Minimum Yield Strength, or SMYS, as opposed to the normal operating pressure of 72% SMYS), thereby increasing its maximum

peak-day transmission capacity. For each expansion pipeline, we have entered into firm transportation contracts with shippers which would utilize the maximum capacity available from operating at higher operating pressures.

During the permitting process we discovered anomalies in certain pipeline segments on each of our expansion projects. Accordingly, we reduced the operating pressures on each pipeline below normal operating pressures as we proceed to perform additional testing procedures, remediate the anomalies and seek authority from PHMSA to increase operating pressures, first to normal operating pressures and subsequently to higher operating pressures under the special permit. We have also shut down pipeline segments for periods of time to remediate anomalies. We entered into an agreement with PHMSA during the second quarter 2009 which modified each of our special permits that define the testing protocol and remediation efforts, including replacement of certain pipe joints, performing investigative digs to physically inspect the pipe sections and conducting metallurgical testing and analysis on a variety of pipe samples.

The pressure reductions and shutdowns that have been undertaken to remediate anomalies on our expansion pipeline projects have reduced throughput and adversely impacted our transportation revenues, net income and cash flow. At the same time, our operating costs and expenses, particularly depreciation and property taxes, have increased due to costs associated with the expansion project pipelines being placed into service. See *Results of Operations* below for more information on the financial impacts of the pressure reductions and shutdowns.

With respect to each of our expansion pipelines, until we have remediated the pipe anomalies, performed additional testing required by PHMSA and obtained PHMSA's consent to increase operating pressures to normal levels, as well as higher levels under special permits, we will not be able to operate that pipeline at its anticipated peak-day transmission capacity, which could continue to have a material adverse affect on our business, financial condition, results of operations and cash flow, including our ability to make distributions to unitholders. PHMSA retains discretion as to whether to grant, or to maintain in force, authority to operate a pipeline at higher operating pressures. See Item 1A, Risk Factors – *A portion of the expected maximum daily capacity of our pipeline expansion projects is contingent on our receiving and maintaining authority from PHMSA to operate at higher operating pressures.*

Set forth below is information with respect to the status of each of our four pipeline expansion projects as of July 31, 2009. Expected transportation revenue is based on the projected reservation charges under firm contracts.

East Texas Pipeline. Portions of this pipeline were shut down for periods of time in May and July 2009, during which time we completed the requisite anomaly remediation. Effective July 27, 2009, we received authority from PHMSA to operate the East Texas pipeline at normal operating pressures which resulted in peak-day transmission capacity for this pipeline of approximately 1.4 billion cubic feet (Bcf) per day. If additional testing is successful, we expect to request permission from PHMSA to operate this pipeline under a special permit at higher operating pressures which would increase peak-day transmission capacity by approximately 50.0 million cubic feet per day.

Southeast Expansion. Portions of this pipeline were shut down for periods of time in May and July 2009, during which time we completed the requisite anomaly remediation. Effective July 27, 2009, we received authority from PHMSA to operate the Southeast expansion pipeline at normal operating pressures which resulted in peak-day transmission capacity for this pipeline of approximately 1.6 Bcf per day. If additional testing is successful, we expect to request permission from PHMSA to operate this pipeline under a special permit at higher operating pressures which would increase peak-day transmission capacity to approximately 1.9 Bcf per day.

Gulf Crossing Project. The Gulf Crossing Project was shut down the entire month of June, during which time we completed the requisite anomaly remediation. Effective July 1, 2009, we received authority from PHMSA to operate the Gulf Crossing Project at normal operating pressures which resulted in peak-day transmission capacity for this pipeline of approximately 1.2 Bcf per day. If additional testing is successful, we expect to request permission from PHMSA to operate this pipeline under a special permit at higher operating pressures which would increase peak-day transmission capacity to approximately 1.4 Bcf per day. We expect to further increase peak-day transmission capacity to approximately 1.7 Bcf per day, assuming we have received authority to operate under a special permit, by adding compression in 2010.

Fayetteville and Greenville Laterals. We are continuing to test the Fayetteville and Greenville Laterals for anomalies. We have run a high resolution deformation tool on these pipelines and, based on preliminary test results, believe there are anomalies in approximately 1% of the pipeline joints. We are working with PHMSA on a remediation protocol to be adopted to return these pipelines to normal operating pressures. We cannot predict when this protocol will be completed and if it will be approved by PHMSA. Currently the Fayetteville Lateral is transporting approximately 0.6 Bcf per day and the Greenville Lateral is currently transporting approximately 0.3 Bcf per day. If we receive authority from PHMSA to operate the Fayetteville and Greenville Laterals at normal operating pressures, the Fayetteville and Greenville Laterals will each have peak-day transmission capacities of approximately 0.8 Bcf per day. If additional testing is successful, we expect to request permission from PHMSA to operate the Fayetteville Lateral under special permits at higher operating pressures which would enable it to transport up to approximately 1.0 Bcf per day. In addition, we plan to add compression in 2010 that will increase peak-day delivery capacities to approximately 1.0 Bcf per day on the Greenville Lateral, and assuming the Fayetteville Lateral is operating at the higher operating pressures, increase peak-day delivery capacities to approximately 1.3 Bcf per day on the Fayetteville Lateral. During the second quarter 2009, we replaced the portion of the Fayetteville Lateral consisting of 18-inch diameter pipe running under the Little Red River in Arkansas with 36-inch diameter pipe, thus completing this river crossing.

Assuming we operate the expansion pipelines on an uninterrupted basis at normal operating pressures and based on the current level of reservation charges under firm contracts, transportation revenues from those projects would be approximately \$4.0 million per month less in the aggregate than if those pipelines had operated at the higher operating pressures contemplated. This shortfall would increase over time as volumes increase under our existing firm contracts and compression is added to these projects, as planned.

Other

In addition to the projects previously described, we are continuing with efforts to expand our Gulf South system in the Haynesville production area in Louisiana. This expansion, which we anticipate will be in service in late 2010, consists of adding compression at an expected cost of approximately \$185.0 million, subject to the Federal Energy Regulatory Commission (FERC) approval. Customers have contracted for approximately 0.4 Bcf per day of capacity on this project which will be able to be delivered at normal operating pressures.

We are also engaged in Phase III of our Western Kentucky Storage Expansion project, which consists of developing approximately 8.3 Bcf of new storage capacity. We have placed in service approximately 5.4 Bcf of new working gas capacity and we expect to place the remaining working gas capacity into service in November 2009. We expect this project to cost approximately \$87.7 million, of which we have spent approximately \$56.5 million as of June 30, 2009.

Due to the substantial completion of construction on the expansion projects, our materials and supplies inventory, most of which is included in *Other Assets* on our balance sheets, has increased. We are in the process of evaluating the level of inventory required to support our ongoing operations and growth projects and expect this review to be completed in 2009.

Results of Operations for the Three Months Ended June 30, 2009 and 2008

Our net income for the second quarter 2009, decreased \$44.4 million, or 69%, to \$20.3 million compared to \$64.7 million for the second quarter 2008. Operating expenses for the second quarter 2009 were higher than the comparable period in 2008, mainly as a result of increases in depreciation and property taxes associated with our expansion projects. The increase in expenses more than offset the increase in revenues from our expansion projects, which were approximately \$58.0 million lower than expected due to operating our expansion pipelines at reduced operating pressures and portions of the expansion pipelines being shut down for periods of time during the second quarter 2009, as discussed under *Expansion Projects*. The 2008 period was favorably impacted by \$18.8 million of gains on sales of natural gas and mark-to-market derivative activity associated with our expansion projects.

Operating revenues for the second quarter 2009, increased \$11.1 million, or 6%, to \$201.4 million, compared to \$190.3 million for the second quarter 2008. Gas transportation revenues, excluding fuel, increased \$31.2 million, primarily from our expansion projects. PAL revenues increased \$3.8 million due to favorable summer-to-summer natural gas price spreads. These increases were partially offset by lower fuel revenues of \$24.7 million due to unfavorable natural gas prices.

Operating costs and expenses for the second quarter 2009, increased \$38.9 million, or 36%, to \$148.2 million, compared to \$109.3 million for the second quarter 2008. The primary factors for the increases were higher depreciation and property taxes of \$29.7 million associated with an increase in our asset base. Operations and maintenance expense increased \$6.7 million due to maintenance projects and expansion project operations. Pipeline investigation and retirement costs related to the East Texas Pipeline, which impacted operations and maintenance expenses and loss on disposal of assets, were approximately \$3.6 million. Administrative and general expense increased \$3.3 million due to increases in unit-based compensation from an increase in the price of our common units, and employee benefits as a result of reductions in trust assets for our pension and post-retirement benefit plans driven by investment losses. The 2008 period was favorably impacted by a \$14.7 million gain on the sale of gas related to the Western Kentucky Storage Expansion project. Fuel and gas transportation expenses decreased \$20.4 million primarily as a result of lower natural gas prices.

Total other deductions increased by \$16.8 million, or 104%, to \$32.9 million for the second quarter 2009, compared to \$16.1 million for the 2008 period. The primary factor for the increase was higher interest expense of \$15.3 million resulting from lower capitalized interest associated with placing expansion projects in service and higher debt levels in 2009. The 2008 period included \$4.1 million of gains from the mark-to-market effect of derivatives associated with the purchase of line pack for our expansion projects.

Results of Operations for the Six Months Ended June 30, 2009 and 2008

Our net income for the first six months of 2009 decreased \$80.5 million, or 53%, to \$72.3 million compared to \$152.8 million from the comparable period in 2008. Although revenues for the six month period ended June 30, 2009, were higher than the comparable period for 2008, the increase was more than offset by increased operating expenses, mainly as a result of increased depreciation and property taxes due to an increase in our asset base associated with our expansion projects. Transportation revenues from expansion projects, excluding fuel, were approximately \$70.0 million lower than expected due to operating our expansion pipelines at reduced operating pressures and portions of the expansion pipelines being shut down for periods of time during the second quarter 2009. The 2008 period was favorably impacted by gains of \$33.1 million related to the sale of gas from the Western Kentucky Storage Expansion project, a contract settlement and mark-to-market derivative activity associated with our expansion projects.

Operating revenues for the six months ended June 30, 2009, increased \$37.2 million, or 10%, to \$424.8 million, compared to \$387.6 million for the six months ended June 30, 2008. Gas transportation revenues, excluding fuel, increased \$59.6 million primarily due to our expansion projects. PAL revenues increased \$6.1 million as a result of favorable winter-to-summer natural gas price spreads and gas storage revenues increased \$3.6 million related to an increase in storage capacity associated with our Western Kentucky Storage Expansion project. These increases were partially offset by lower fuel revenues of \$32.2 million due to lower natural gas prices.

Operating costs and expenses for the six months ended June 30, 2009, increased \$87.9 million, or 43%, to \$293.0 million, compared to \$205.1 million for the six months ended June 30, 2008. The primary drivers were increased depreciation and property taxes of \$59.3 million associated with an increase in our asset base due to expansion. Operations and maintenance expense increased \$11.6 million due to major maintenance projects and expansion project operations. Administrative and general expense increased \$7.0 million due to increases in outside services, unit-based compensation from an increase in the price of our common units and employee benefits as a result of reductions in trust assets for our pension and post-retirement benefit plans driven by investment losses. Pipeline investigation and retirement costs related to the East Texas Pipeline, which impacted operations and maintenance expenses and loss on disposal of assets, were approximately \$4.1 million. The 2008 period was favorably impacted by a \$14.7 million gain on the sale of gas related to the Western Kentucky Storage Expansion

project and an \$11.2 million gain from the settlement of a contract claim. Fuel and gas transportation expenses decreased \$20.6 million primarily as a result of reduced natural gas prices.

Total other deductions increased by \$30.0 million, or 103%, to \$59.2 million for the six months ended June 30, 2009, compared to \$29.2 million for the 2008 period as a result of lower capitalized interest associated with placing our expansion projects in service and increased debt levels in 2009. The 2008 period included gains of \$7.2 million related to mark-to-market gains from derivatives associated with the purchase of line pack for our pipeline expansion projects.

Liquidity and Capital Resources

We are a partnership holding company and derive all of our operating cash flow from our operating subsidiaries. Our principal sources of liquidity include cash generated from operating activities, our revolving credit facility to the extent there is undrawn availability thereunder, debt issuances and sales of limited partner units. Our operating subsidiaries use cash from operations to fund their operating activities and maintenance capital requirements, service their indebtedness and make advances or distributions to Boardwalk Pipelines. Boardwalk Pipelines uses cash provided from the operating subsidiaries and, as needed, borrowings under our revolving credit facility to service its outstanding indebtedness and, when available, make distributions or advances to us to fund our distributions to unitholders. We have no material guarantees of debt or other similar commitments to unaffiliated parties.

Maintenance Capital Expenditures

Maintenance capital expenditures for the six months ended June 30, 2009 and 2008 were \$19.7 million and \$13.2 million. We expect to fund the remaining 2009 maintenance capital expenditures of approximately \$48.1 million from our operating cash flows.

Expansion Capital Expenditures

We have incurred and will continue to incur costs to remediate the pipeline anomalies described under *Expansion Projects*, including pipe replacement costs associated with our East Texas Pipeline. Additionally, we are still testing portions of the Fayetteville and Greenville Laterals for anomalies, thereby making the full cost of remediating the pipelines unknown. However, we anticipate that the cost to remediate the anomalies will not require us to increase our previously announced estimated total cost to complete our expansion projects. The following table presents the estimated total capital expenditures and the amounts invested through June 30, 2009, for our remaining pipeline expansion projects and the 42-inch pipe remediation efforts (in millions):

	Estimated Total Capital Expenditures (1)	Cash Invested through June 30, 2009
Southeast Expansion	\$ 755	\$ 744.1
Gulf Crossing Project	1,765	1,581.8
Fayetteville and Greenville Laterals	1,290	900.6
Haynesville Project	185	0.1
42-inch Pipe Remediation (2)	55	10.1
Total	<u>\$ 4,050</u>	<u>\$ 3,236.7</u>

- (1) Our estimated total capital expenditures reflect the latest cost estimates, including those for the 42-inch pipe remediation. These cost estimates are based on internally developed financial models and timelines. Factors in the estimates include, but are not limited to, those related to pipeline costs based on mileage, size and type of pipe, materials and construction and engineering costs.
- (2) This estimate represents the cost of remediating our 42-inch pipeline expansion projects, including the East Texas Pipeline, the Southeast Expansion and the Gulf Crossing Project.

Testing on the Fayetteville and Greenville Laterals is ongoing, therefore the estimated total capital expenditures related to the Fayetteville and Greenville Laterals remain unknown at the time of the filing of this Form 10-Q.

We expect to incur additional capital expenditures of approximately \$815.0 million to complete our expansion projects. The majority of the expenditures related to our expansion projects, including remediation efforts, are expected to occur in 2009, with the balance to be incurred in 2010. Our cost and timing estimates for these projects are subject to a variety of risks and uncertainties as discussed in Part II, Item 1A, Risk Factors, of this Form 10-Q and Item 1A, Risk Factors, of our Annual Report on Form 10-K for the year ended December 31, 2008.

We have financed our expansion capital costs through the issuance of equity and debt, borrowings under our revolving credit facility and available operating cash flow in excess of our operating needs. We anticipate we will need to finance approximately \$350.0 million to complete our expansion projects, which we expect to finance through the issuance of both debt and equity. Our largest unitholder, Loews Corporation, has advised us that it is willing to provide up to an additional \$150.0 million of capital to fund these projects to the extent the public markets remain unavailable on acceptable terms. Any additional financing provided by Loews would be subject to review and approval, as to fairness, by our independent Conflicts Committee. Part II, Item 1A, Risk Factors, of this Form 10-Q and Item 1A, Risk Factors, of our Annual Report on Form 10-K for the year ended December 31, 2008, contain more information regarding risks associated with our expansion projects and the related financing.

Equity and Debt Financing

In June 2009, we issued and sold approximately 6.7 million of our common units to BPHC at a price of \$21.99 per unit. We received net cash proceeds of approximately \$150.0 million, including a \$3.0 million contribution received from our general partner to maintain its 2% general partner interest.

In May 2009, Boardwalk Pipelines entered into a Subordinated Loan Agreement with BPHC under which Boardwalk Pipelines could borrow up to \$200.0 million (Subordinated Loans). Boardwalk Pipelines borrowed \$100.0 million of Subordinated Loans in May 2009 and borrowed the remaining \$100.0 million of Subordinated Loans in June 2009, all of which proceeds were used to fund a portion of the cost of our expansion projects and to reduce borrowings under our revolving credit facility described below. The Subordinated Loans bear interest at 8.00% per year, payable semi-annually in June and December, commencing December 2009, and mature six months after the maturity (including any term-out option period) of the revolving credit facility. Note 7 in Item 1 of this report contains further discussion of the Subordinated Loans.

Revolving Credit Facility

We maintain a revolving credit facility which has aggregate lending commitments of \$1.0 billion, under which Boardwalk Pipelines, Gulf South and Texas Gas each may borrow funds, up to applicable sub-limits. A financial institution which has a \$50.0 million commitment under the revolving credit facility filed for bankruptcy protection in 2008 and has not funded its portion of our borrowing requests since that time. Interest on amounts drawn under the credit facility is payable at a floating rate equal to an applicable spread per annum over the London Interbank Offered Rate or a base rate defined as the greater of the prime rate or the Federal funds rate plus 50 basis points. The revolving credit facility has a maturity date of June 29, 2012.

As of June 30, 2009, borrowings outstanding under our credit facility were \$703.5 million with a weighted-average interest rate of 0.58%. Through July 31, 2009, we had borrowed an additional \$50.0 million under the credit facility, which increased our borrowings to \$753.5 million. We and our subsidiaries are in compliance with all covenant requirements under our credit facility. Note 7 in Item 1 of this report contains further discussion of the revolving credit facility.

Our revolving credit facility contains customary negative covenants, including, among others, limitations on the payment of cash dividends and other restricted payments, the incurrence of additional debt, sale-leaseback transactions and transactions with our affiliates. The facility also contains a financial covenant that requires us and our subsidiaries to maintain a ratio of total consolidated debt to consolidated earnings before income taxes,

depreciation and amortization (as defined in the credit agreement), measured for the preceding twelve months, of not more than five to one. Although we do not believe that these covenants have had, or will have, a material impact on our business and financing activities or our ability to obtain the financing to maintain operations and continue our capital investments, they could restrict us in some circumstances as stated in Item 1A, *Risk Factors*, of our Annual Report on Form 10-K for the year ended December 31, 2008. In particular, maintaining compliance with the financial covenant may limit our ability to incur additional indebtedness to finance our growth projects, which could limit our growth opportunities or require the issuance of more equity securities by us than anticipated.

Distributions

For the six months ended June 30, 2009 and 2008, we paid distributions of \$172.6 million and \$120.1 million. Note 6 in Part 1, Item 1 of this report contains further discussion regarding our distributions.

Changes in cash flow from operating activities

Net cash provided by operating activities decreased \$3.9 million to \$167.7 million for the six months ended June 30, 2009, compared to \$171.6 million for the comparable 2008 period, primarily due to a decrease of \$20.9 million in net income, excluding non-cash items such as depreciation and amortization, and a \$32.7 million increase related to inventory purchases and other assets. The decreases of cash were offset by prepayments received under PAL arrangements in the 2009 period and the settlement of derivatives in the 2008 period.

Changes in cash flow from investing activities

Net cash used in investing activities decreased \$759.7 million to \$322.2 million for the six months ended June 30, 2009, compared to \$1,081.9 million for the comparable 2008 period, primarily due to a \$592.3 million decrease in capital expenditures related to our expansion projects, and the sale of \$175.0 million of short-term investments.

Changes in cash flow from financing activities

Net cash provided by financing activities decreased \$987.0 million to \$88.6 million for the six months ended June 30, 2009, compared to \$1,075.6 million for the comparable 2008 period. These decreases resulted from a \$798.5 million reduction in proceeds from the issuance and sale of equity, including related general partner contributions, a \$136.0 million decrease in proceeds from the issuance of debt and net borrowings under our revolving credit facility and a \$52.5 million increase in distributions to our partners.

Contractual Obligations

The table below is updated for significant changes in contractual cash payment obligations as of June 30, 2009, by period (in millions):

	Total	Less than 1 Year	1-3 Years	4-5 Years	More than 5 Years
Principal payments on long-term debt (1)	\$ 3,013.5	\$ -	\$ -	\$ 1,378.5	\$ 1,635.0
Interest on long-term debt (2)	920.9	68.5	266.9	230.4	355.1
Capital commitments (3)	138.2	137.1	1.1	-	-
Total	\$ 4,072.6	\$ 205.6	\$ 268.0	\$ 1,608.9	\$ 1,990.1

(1) Includes our senior unsecured notes, having maturity dates from 2012 to 2027, \$703.5 million of loans outstanding under our revolving credit facility, having a maturity date of June 29, 2012, and our Subordinated Loans, which mature on December 29, 2012.

(2) Interest obligations represent interest due on our senior unsecured notes and Subordinated Loans at fixed rates. Future interest obligations under our revolving credit facility are uncertain, due to the

variable interest rate and fluctuating balances. Based on a 0.58% weighted-average interest rate on amounts outstanding under our revolving credit facility as of June 30, 2009, \$2.0 million, \$8.2 million and \$2.0 million would be due under the credit facility in less than one year, 1-3 years, and 4-5 years.

- (3) Capital commitments represent binding commitments under purchase orders for materials ordered but not received and firm commitments under binding construction service agreements existing at June 30, 2009. The amounts shown do not reflect commitments we have made after June 30, 2009.

Pursuant to the settlement of the Texas Gas rate case in 2006, we are required to annually fund an amount to the Texas Gas pension plan equal to the amount of actuarially determined net periodic pension cost, including a minimum of \$3.0 million. In 2009, we expect to fund approximately \$5.0 million to the Texas Gas pension plan.

Off-Balance Sheet Arrangements

At June 30, 2009, we had no guarantees of off-balance sheet debt to third parties, no debt obligations that contain provisions requiring accelerated payment of the related obligations in the event of specified levels of declines in credit ratings, and no other off-balance sheet arrangements.

Critical Accounting Policies

Certain amounts included in or affecting our condensed consolidated financial statements and related disclosures must be estimated, requiring us to make certain assumptions with respect to values or conditions that cannot be known with certainty at the time the financial statements are prepared. These estimates and assumptions affect the amounts we report for assets and liabilities and our disclosure of contingent assets and liabilities in our financial statements. We evaluate these estimates on an ongoing basis, utilizing historical experience, consultation with third parties and other methods we consider reasonable. Nevertheless, actual results may differ significantly from our estimates. Any effects on our business, financial position or results of operations resulting from revisions to these estimates are recorded in the periods in which the facts that give rise to the revisions become known.

During the second quarter 2009, there were no significant changes to our critical accounting policies, judgments or estimates disclosed in our Annual Report on Form 10-K for the year ended December 31, 2008.

Forward-Looking Statements

Investors are cautioned that certain statements contained in this Report, as well as some statements in periodic press releases and some oral statements made by our officials and our subsidiaries during presentations about us, are “forward-looking.” Forward-looking statements include, without limitation, any statement that may project, indicate or imply future results, events, performance or achievements, and may contain the words “expect,” “intend,” “plan,” “anticipate,” “estimate,” “believe,” “will likely result,” and similar expressions. In addition, any statement made by our management concerning future financial performance (including future revenues, earnings or growth rates), ongoing business strategies or prospects, and possible actions by our partnership or its subsidiaries, are also forward-looking statements.

Forward-looking statements are based on current expectations and projections about future events and are inherently subject to a variety of risks and uncertainties, many of which are beyond our control that could cause actual results to differ materially from those anticipated or projected. These risks and uncertainties include, among others:

- A portion of the transportation capacity on each of our expansion project pipelines that we expect will ultimately be available is contingent upon our receipt of authority to operate each of our pipeline expansion projects at higher operating pressures under a special permit issued by PHMSA. To the extent that PHMSA does not grant us authority to operate any of our expansion pipelines under a special permit or withdraws

previously granted authority to operate under a special permit, transportation capacity made available to the market and transportation revenues received in the future would be reduced.

- The successful completion, timing, cost, scope and future financial performance of our expansion projects could differ materially from our expectations due to anomalies or defects in pipe segments, availability of contractors or equipment, ground conditions, weather, difficulties or delays in obtaining regulatory approvals or denied applications, land owner opposition, the lack of adequate materials, labor difficulties or shortages and numerous other factors beyond our control.
- We may not complete projects, including growth or expansion projects, that we have commenced or will commence, or we may complete projects on materially different terms, cost or timing than anticipated and we may not be able to achieve the intended economic or operational benefits of any such projects, if completed.
- Global financial markets and economic conditions have been, and continue to be, experiencing extraordinary disruption and volatility following adverse changes in global capital markets. The cost of raising money in the debt and equity capital markets and commercial credit markets has increased substantially while the availability of funds from those markets has diminished significantly.
- Our FERC gas tariffs only allow us to require limited credit support in the event that our transportation customers are unable to pay for our services. If any of our significant customers have credit or financial problems which result in a delay or failure to pay for services provided by us, or contracted for with us, or repay the gas they owe us, it could adversely affect our business, financial condition and results of operations.
- The gas transmission and storage operations of our subsidiaries are subject to rate-making policies and actions by FERC or customers that could have an adverse impact on the services we offer and the rates we charge and our ability to recover the full cost of operating our pipelines, including earning a reasonable return.
- We are subject to laws and regulations relating to our rates and how we provide jurisdictional transportation services, the environment and pipeline operations which may expose us to significant costs, liabilities and loss of revenues. Any changes in such regulations or their application generally or through enforcement actions could adversely affect our business, financial condition and results of operations. In addition, any new legislation that creates new requirements, for example, greenhouse gases, or modifies long-standing regulatory policies could have a material impact on our business.
- Our operations are subject to operational hazards and unforeseen interruptions for which we may not be adequately insured.
- The cost of insuring our assets may increase dramatically.
- Because of the natural decline in gas production connected to our system, our success depends on our ability to obtain access to new sources of natural gas, which is dependent on factors beyond our control. Any decrease in supplies of natural gas in our supply areas could adversely affect our business, financial condition and results of operations.
- We may not be able to maintain or replace expiring gas transportation and storage contracts at favorable rates.
- Significant changes in natural gas prices could affect supply and demand, reducing system throughput and adversely affecting our revenues.

Developments in any of these areas could cause our results to differ materially from results that have been or may be anticipated or projected. Forward-looking statements speak only as of the date of this Report and we

expressly disclaim any obligation or undertaking to update these statements to reflect any change in our expectations or beliefs or any change in events, conditions or circumstances on which any forward-looking statement is based.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

Interest rate risk:

With the exception of our revolving credit facility, for which the interest rate is reset each quarter, our debt has been issued at fixed rates. For fixed-rate debt, changes in interest rates affect the fair value of the debt instruments but do not directly affect earnings or cash flows. The following table presents market risk associated with our fixed-rate long-term debt at June 30, 2009, and December 31, 2008 (in millions, except interest rates):

	June 30, 2009	December 31, 2008
Carrying value of fixed-rate debt	\$ 2,298.4	\$ 2,097.4
Fair value of fixed-rate debt	\$ 2,194.0	\$ 1,863.3
100 basis point increase in interest rates and resulting debt decrease	\$ 116.4	\$ 117.1
100 basis point decrease in interest rates and resulting debt increase	\$ 124.7	\$ 126.1
Weighted-average interest rate	6.07%	5.89%

At June 30, 2009, we had \$703.5 million outstanding under our revolving credit agreement at a weighted-average interest rate of 0.58%, which rate is reset approximately each quarter. A 1% increase or decrease in interest rates would increase or reduce our cash payments for interest on the credit facility by \$7.0 million on an annual basis. At December 31, 2008, we had \$792.0 million outstanding under our revolving credit facility.

At June 30, 2009, and December 31, 2008, \$71.8 million and \$137.7 million of our undistributed cash, shown on the balance sheets as *Cash and cash equivalents*, were invested primarily in Treasury fund accounts and at December 31, 2008, \$175.0 million was invested in U.S. Treasury notes under repurchase agreements and shown as Short-term investments. Due to the short-term nature of the Treasury fund accounts, a hypothetical 10% increase or decrease in interest rates would not have a material effect on the fair market value of our Cash and cash equivalents.

Commodity risk:

Certain volumes of our gas stored underground are available for sale and subject to commodity price risk. At June 30, 2009, and December 31, 2008, approximately \$1.7 million and \$0.2 million of gas stored underground, which we own and carry as current *Gas stored underground*, was available for sale and exposed to commodity price risk. Additionally, 3.3 Bcf of gas with a book value of \$7.5 million has become available for sale as a result of Phase III of the Western Kentucky Storage Expansion. We utilize derivatives to hedge certain exposures to market price fluctuations on the anticipated operational sales of gas. Our pipelines do not take title to the natural gas which they transport and store in rendering traditional firm and interruptible storage services, therefore they do not assume the related natural gas commodity price risk associated with that gas.

The derivatives related to the sale of natural gas and cash for fuel reimbursement qualify for cash flow hedge accounting under Statement of Financial Accounting Standards No. 133, *Accounting for Derivative Instruments and Hedging Activities*, as amended, and are designated as such. The effective component of related gains and losses resulting from changes in fair values of the derivatives contracts designated as cash flow hedges are deferred as a component of *Accumulated other comprehensive (loss) income*. The deferred gains and losses are recognized in earnings when the anticipated transactions affect earnings.

Credit risk:

We are exposed to credit risk relating to the risk of loss resulting from the nonperformance by a customer of its contractual obligations. We have established credit policies in the pipeline tariffs which are intended to minimize credit risk in accordance with FERC policies and actively monitor this portion of our business. Our credit exposure generally relates to receivables for services provided, as well as volumes owed by customers for imbalances or gas lent by us to them, generally under PAL and no-notice services. Natural gas price volatility has increased dramatically in recent years, which has materially increased credit risk related to gas loaned to customers. If any

significant customer of ours should have credit or financial problems resulting in a delay or failure to repay the gas they owe to us, this could have a material adverse effect on our financial condition, results of operations and cash flows.

As of June 30, 2009, the amount of gas loaned out under PAL agreements and the amount of gas owed to the operating subsidiaries due to gas imbalances was approximately 18.9 trillion British thermal units (TBtu). Assuming an average market price during June 2009 of \$3.67 per million British thermal unit (MMBtu), the market value of that gas was approximately \$69.4 million. As of December 31, 2008, the amount of gas loaned out under PAL agreements and the amount of gas owed to the operating subsidiaries due to gas imbalances was approximately 34.4 TBtu. Assuming an average market price during December 2008 of \$5.85 per MMBtu, the market value of this gas at December 31, 2008, would have been approximately \$201.2 million.

Item 4. Controls and Procedures

Disclosure Controls and Procedures

Our principal executive officer (CEO) and principal financial officer (CFO) undertook an evaluation of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) as of the end of the period covered by this report. The CEO and CFO have concluded that our disclosure controls and procedures were effective as of June 30, 2009.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) that occurred during the quarter ended June 30, 2009, that have materially affected or that are reasonably likely to materially affect our internal control over financial reporting.

PART II – OTHER INFORMATION

Item 1. Legal Proceedings

For a discussion of certain of our current legal proceedings, please read Note 5 of the Notes to Condensed Consolidated Financial Statements in Item 1 of this Report.

Item 1A. Risk Factors

Our Annual Report on Form 10-K for the year ended December 31, 2008 includes a detailed discussion of certain material risk factors facing us. The risk factors below have been restated in their entirety from the information disclosed in our Form 10-K and should be read in conjunction with the other risk factors and information disclosed in our Form 10-K.

A portion of the expected maximum daily capacity of our pipeline expansion projects is contingent on our receiving and maintaining authority from PHMSA to operate at higher operating pressures.

We are seeking authority from PHMSA to operate our new expansion pipeline projects under special permits that would allow each pipeline to operate at higher than normal operating pressures (80% of the pipe's Specified Minimum Yield Strength, or SMYS, as opposed to the normal operating pressure of 72% SMYS). The ability to operate at higher operating pressures increases the transportation capacity of the pipelines, thereby increasing its maximum peak-day transmission capacity. For each expansion pipeline, we have entered into firm transportation contracts with shippers which would utilize the maximum capacity available from operating at higher operating pressures. Therefore, absent such authority, we will not be able to transport all of the contracted quantities of natural gas on these pipelines.

During the permitting process we discovered anomalies in certain pipeline segments on each of our expansion projects. Accordingly, we reduced the operating pressures on each pipeline below normal operating pressures as we proceed to perform additional testing procedures, remediate the anomalies and seek authority from PHMSA to increase operating pressures, first to normal operating pressures and subsequently to higher operating pressures under the special permit. We have also shut down pipeline segments for periods of time to remediate anomalies. We entered into an agreement with PHMSA during the second quarter 2009, which modified each of our special permits, that define the testing protocol and remediation efforts, including replacement of certain pipe joints, performing investigative digs to physically inspect the pipe sections and conducting metallurgical testing and analysis on a variety of pipe samples, that we need to complete in order to return to normal operating pressures and to operate at higher operating pressures. PHMSA retains discretion as to whether to grant, or to maintain in force, authority to operate a pipeline at higher operating pressures.

The pressure reductions and shutdowns that have been undertaken to remediate anomalies on our expansion pipeline projects have reduced throughput and adversely impacted our transportation revenues, net income and cash flow. With respect to each of our expansion pipelines, until we have remediated the pipe anomalies, performed additional testing required by PHMSA and obtained PHMSA's consent to increase operating pressures to normal levels, as well as higher levels under the special permits, we will not be able to operate that pipeline at its anticipated peak-day transmission capacity, which could continue to have a material adverse affect on our business, financial condition, results of operations and cash flow, including our ability to make distributions to unitholders. In addition, we have incurred and will continue to incur costs, which may be significant, to inspect, test and replace defective pipe segments on each of our expansion pipelines.

We are undertaking large, complex expansion projects which involve significant risks that may adversely affect our business.

We are currently undertaking several large, complex pipeline and storage expansion projects and we may also undertake additional expansion projects in the future. In pursuing these and previous projects, we have experienced significant cost overruns and we may experience cost increases in the future. We have also experienced

delays in constructing and commissioning these pipelines and may experience additional delays in the future. Delays in construction and commissioning of new pipelines could result from a variety of factors and have resulted in penalties under customer contracts such as liquidated damage payments and could in the future result in similar losses. In some cases, certain customers could have the right to terminate their transportation agreements if the related expansion project is not completed by a date specified in their precedent agreements and the exercise of such rights could have a material adverse effect on our business, results of operations and cash flow, including our ability to make distributions to our unitholders.

The cost overruns and construction and commissioning delays we experienced have resulted from a variety of factors, including the following:

- delays in obtaining regulatory approvals, including delays in receiving authorization from PHMSA to operate the expansion pipelines at higher operating pressures under special permits following the discovery of anomalies in portions of our expansion pipelines;
- difficult construction conditions, including adverse weather conditions, difficult river crossings and higher density rock formations than anticipated;
- delays in obtaining key materials; and
- shortages of qualified labor and escalating costs of labor and materials resulting from the high level of construction activity in the pipeline industry.

In pursuing current or future expansion projects, we could experience additional delays or cost increases for the reasons described above or as a result of other factors. We may not be able to complete our current or future expansion projects on the expected terms, cost or schedule, or at all. In addition, we cannot be certain that, if completed, we will be able to operate these projects, or that they will perform, in accordance with our expectations. Other areas of our business may suffer as a result of the diversion of our management's attention and other resources from our other business concerns to our expansion projects. Any of these factors could impair our ability to realize revenues from our expansion projects sufficient to cover the costs associated with owning and operating these pipelines and to provide the benefits we had anticipated from the projects, which could have a material adverse effect on our business, results of operations and cash flow, including our ability to make distributions to our unitholders.

Item 6. Exhibits

Exhibit

Number Description

- *4.1 Subordination Agreement, dated as of May 1, 2009, among Boardwalk Pipelines Holding Corp., as Subordinated Creditor, Wachovia Bank, National Association, as Senior Creditor Representative, and Boardwalk Pipelines, LP, as Borrower.
- *10.1 Subordinated Loan Agreement between Boardwalk Pipelines, LP as Borrower and Boardwalk Pipelines Holding Corp. as Lender dated May 1, 2009.
- *10.2 Amended and Restated Revolving Credit Agreement, dated as of June 29, 2006, among Boardwalk Pipelines, LP, Boardwalk Pipeline Partners, LP, the several banks and other financial institutions or entities parties to the agreement as lenders, the issuers party to the agreement, Wachovia Bank, National Association, as administrative agent for the lenders and the issuers, Citibank, N.A., as syndication agent, JPMorgan Chase Bank, N.A., Deutsche Bank Securities, Inc. and Union Bank of California, N.A., as co-documentation agents, and Wachovia Capital Markets LLC and Citigroup Global Markets Inc., as joint lead arrangers and joint book managers. Amendment No. 1 to Amended and Restated Revolving Credit Agreement, dated as of April 2, 2007, among the Registrant, Boardwalk Pipelines, LP, Texas Gas Transmission, LLC and Gulf South Pipeline Company, LP, each a wholly-owned subsidiary of the Registrant, as Borrowers, and the agent and lender parties identified therein. Amendment No. 2 to Amended and Restated Revolving Credit Agreement, dated as of November 27, 2007, among the Registrant, Boardwalk Pipelines, LP, Texas Gas Transmission, LLC and Gulf South Pipeline Company, LP, and the agent and lender parties identified therein. Amendment No. 3 to Amended and Restated Revolving Credit Agreement, dated as of March 6, 2008, among the Registrant, Boardwalk Pipelines, LP, Texas Gas Transmission, LLC and Gulf South Pipeline Company, LP, and the agent and lender parties identified therein.
- *31.1 Certification of Rolf A. Gafvert, Chief Executive Officer, pursuant to Rule 13a-14(a) and Rule 15d-14(a).
- *31.2 Certification of Jamie L. Buskill, Chief Financial Officer, pursuant to Rule 13a-14(a) and Rule 15d-14(a).
- *32.1 Certification of Rolf A. Gafvert, Chief Executive Officer, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
- *32.2 Certification of Jamie L. Buskill, Chief Financial Officer, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

* Filed herewith

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Boardwalk Pipeline Partners, LP

By: Boardwalk GP, LP
its general partner

By: Boardwalk GP, LLC
its general partner

Dated: July 31, 2009

By: /s/ Jamie L. Buskill
Jamie L. Buskill
Senior Vice President, Chief Financial Officer and Treasurer

I, Rolf A. Gafvert, certify that:

- 1) I have reviewed this report on Form 10-Q of Boardwalk Pipeline Partners, LP;
- 2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- 3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- 4) The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- 5) The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: July 31, 2009

/s/ Rolf A. Gafvert

Rolf A. Gafvert

President, Chief Executive Officer and Director

I, Jamie L. Buskill, certify that:

- 1) I have reviewed this report on Form 10-Q of Boardwalk Pipeline Partners, LP;
- 2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- 3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- 4) The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- 5) The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: July 31, 2009

/s/ Jamie L. Buskill

Jamie L. Buskill

Senior Vice President, Chief Financial Officer and Treasurer

**Certification by the Chief Executive Officer
of
Boardwalk GP, LLC
pursuant to 18 U.S.C. Section 1350
(as adopted by Section 906 of the Sarbanes-Oxley Act of 2002)**

Pursuant to 18 U.S.C. Section 1350, the undersigned chief executive officer of Boardwalk GP, LLC, hereby certifies, to such officer's knowledge, that the quarterly report on Form 10-Q for the period ended June 30, 2009, (the "Report") of Boardwalk Pipeline Partners, LP, (the "Partnership") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Partnership.

July 31, 2009

/s/ Rolf A. Gafvert

Rolf A. Gafvert
President, Chief Executive Officer and Director
(Principal Executive Officer)

**Certification by the Chief Financial Officer
of
Boardwalk GP, LLC
pursuant to 18 U.S.C. Section 1350
(as adopted by Section 906 of the Sarbanes-Oxley Act of 2002)**

Pursuant to 18 U.S.C. Section 1350, the undersigned chief financial officer of Boardwalk GP, LLC, hereby certifies, to such officer's knowledge, that the quarterly report on Form 10-Q for the period ended June 30, 2009, (the "Report") of Boardwalk Pipeline Partners, LP, (the "Partnership") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Partnership.

July 31, 2009

/s/ Jamie L. Buskill

Jamie L. Buskill

Senior Vice President, Chief Financial Officer and Treasurer
(Principal Financial Officer)

SUBORDINATION AGREEMENT

dated as of May 1, 2009

among

Boardwalk Pipelines Holding Corp.
as Subordinated Creditor

Wachovia Bank, National Association
as Senior Creditor Representative

and

Boardwalk Pipelines, LP
as Borrower

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SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (this "Agreement") is entered into as of May 1, 2009, by and among **BOARDWALK PIPELINES HOLDING CORP.**, a Delaware corporation (the "Subordinated Creditor"), **WACHOVIA BANK, NATIONAL ASSOCIATION**, as the Senior Creditor Representative for the Senior Creditors party to the Senior Credit Agreement defined below (the "Senior Creditor Representative"), and **BOARDWALK PIPELINES, LP**, a Delaware limited partnership (the "Borrower").

RECITALS

A. The Borrower, Texas Gas Transmission, LLC, a Delaware limited liability company ("Texas Gas"), Gulf South Pipeline Company, LP, a Delaware limited partnership ("Gulf South", and together with the Borrower and Texas Gas, the "Senior Loan Borrowers"), Boardwalk Pipeline Partners, LP, a Delaware limited partnership, the Senior Creditor Representative and the Senior Creditors are parties to an Amended and Restated Revolving Credit Agreement, dated as of June 29, 2006, as amended by (x) Amendment No. 1 thereto, dated as of April 2, 2007 and (y) Amendment No. 2 thereto, dated as of November 27, 2007 (and as the same may be further amended, restated, amended and restated, supplemented, modified, refunded, replaced or refinanced from time to time, the "Senior Credit Agreement"), pursuant to which, among other things, the Senior Creditors have agreed, subject to the terms and conditions set forth in the Senior Credit Agreement, to make up to \$1,000,000,000 of loans and other financial accommodations available to the Senior Loan Borrowers.

B. The Borrower and the Subordinated Creditor are entering into a Subordinated Loan Agreement, dated as of May 1, 2009 (as the same may be amended, restated, amended and restated, supplemented, modified, refunded, replaced or refinanced from time to time as permitted hereunder, the "Subordinated Loan Agreement"), pursuant to which the Subordinated Creditor will make one or more loans to the Borrower in the aggregate amount of up to \$200,000,000 at the time specified therein which loans will be evidenced by a subordinated note in the form attached as Exhibit A to the Subordinated Loan Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time as permitted hereunder, the "Subordinated Note").

C. Under the terms of the Senior Credit Agreement up to \$100,000,000 of the loans by the Subordinated Creditor to the Borrower shall be excluded in the calculation of the Consolidated Leverage Ratio (as defined in the Senior Credit Agreement) on the condition that such loans are subordinated to the Obligations (as defined in the Senior Credit Agreement) on terms and conditions satisfactory to the Senior Creditor Representative.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto hereby agree as follows:

ARTICLE I Definitions

Section 1.1 Definitions. In addition to the other terms defined herein, the following terms used herein shall have the meanings herein specified (to be equally applicable to both the singular and plural forms of the terms defined):

"Business Day" shall mean a day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to close.

EXHIBIT 4.1

“Distribution” means, with respect to any indebtedness or obligation, (a) any payment or distribution by any Person of cash, securities or other property, by set-off or otherwise, on account of such indebtedness or obligation, (b) any redemption, purchase, defeasance or other acquisition or retirement for value of such indebtedness or obligation by any Person or (c) the granting of any lien or security interest to or for the benefit of the holders of such indebtedness or obligation in or upon any property of any Person.

“Enforcement Action” shall mean (a) to take from or for the account of the Borrower, by set-off or in any other manner, the whole or any part of any moneys which may now or hereafter be owing by the Borrower with respect to the Subordinated Debt, (b) to sue for payment of, or to initiate or participate with others in any suit, action or proceeding against the Borrower (including any Proceeding) to (i) enforce payment of or to collect the whole or any part of the Subordinated Debt or (ii) commence judicial enforcement of any of the rights and remedies under the Subordinated Loan Documents or applicable law with respect to the Subordinated Debt, (c) to accelerate the Subordinated Debt, (d) to exercise any put option or to cause the Borrower to honor any redemption or mandatory prepayment obligation under any Subordinated Loan Document or (e) to take any action under the provisions of any state or federal law, including, without limitation, the Uniform Commercial Code, or under any contract or agreement, to enforce, foreclose upon, take possession of or sell any property or assets of the Borrower.

“MLP” shall mean Boardwalk Pipeline Partners, LP, a Delaware limited partnership.

“Person” shall mean any individual, partnership, firm, corporation, association, joint venture, limited liability company, trust or other entity, or any governmental authority.

“Proceeding” shall mean, with respect to the Borrower, any voluntary or involuntary insolvency, bankruptcy, receivership, custodianship, liquidation, dissolution, reorganization, assignment for the benefit of creditors, appointment of a custodian, receiver, trustee or other officer with similar powers or any other proceeding for the liquidation, dissolution or other winding up of the Borrower.

“Senior Credit Agreement” has the meaning provided that term in the preamble to this Agreement.

“Senior Creditor Representative” has the meaning provided that term in the preamble to this Agreement.

“Senior Creditors” shall mean the holders of the Senior Debt from time to time.

“Senior Debt” shall mean the Obligations (as defined in the Senior Credit Agreement). Senior Debt shall be considered to be outstanding whenever any loan commitment under the Senior Loan Document is outstanding.

“Senior Default” shall mean any “Event of Default” as that term is defined in the Senior Loan Documents.

“Senior Loan Borrowers” shall have the meaning provided that term in the recitals.

“Senior Loan Documents” shall mean the Senior Credit Agreement and all other agreements, documents and instruments executed from time to time in connection therewith, as the same may be amended, restated, amended and restated, supplemented, modified, refunded, replaced or refinanced from time to time.

EXHIBIT 4.1

“Standstill Period” shall have the meaning provided that term in Section 2.4.

“Subordinated Creditor” shall mean the holder(s) of the Subordinated Debt from time to time.

“Subordinated Debt” shall mean the Obligations (as defined in the Subordinated Loan Agreement).

“Subordinated Default” shall mean any “Event of Default” as that term is defined in the Subordinated Loan Documents.

“Subordinated Loan Agreement” shall have the meaning provided that term in the recitals.

“Subordinated Loan Documents” shall mean the Subordinated Loan Agreement, the Subordinated Note, and all other documents, agreements and instruments now existing or hereinafter entered into evidencing or pertaining to all or any portion of the Subordinated Debt.

“Subordinated Note” shall have the meaning provided that term in the recitals.

“Subsidiary” shall mean as to any Person, a corporation, partnership, limited liability company or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the Board of Directors or other managers of such corporation, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person.

Section 1.2 Other Definitional Provisions.

(a) The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(b) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(c) The terms “Borrower”, “Senior Creditor Representative”, “Senior Creditor”, and “Subordinated Creditor” shall include, without limitation, their respective successors and assigns.

ARTICLE II **Subordination**

Section 2.1 Subordination of Subordinated Debt to Senior Debt. Each of the Borrower and the Subordinated Creditor covenants and agrees, notwithstanding anything to the contrary contained in any of the Subordinated Loan Documents, that the payment of any and all of the Subordinated Debt shall be subordinate and subject in right and time of payment, to the extent and in the manner hereinafter set forth, to the prior payment in full in cash of all Senior Debt and termination of all lending commitments under the Senior Loan Documents.

Section 2.2 Subordination in a Proceeding. In the event of any Proceeding:

EXHIBIT 4.1

(a) All Senior Debt shall first be paid in full in cash and all commitments to lend under the Senior Loan Documents shall be terminated before any Distribution, whether in cash, securities or other property, shall be made to the Subordinated Creditor on account of any Subordinated Debt.

(b) Any Distribution, whether in cash, securities or other property which would otherwise, but for the terms hereof, be payable or deliverable in respect of the Subordinated Debt shall be paid or delivered directly to the Senior Creditor Representative (to be held and/or applied by the Senior Creditor Representative in accordance with the terms of the Senior Loan Documents) until all Senior Debt is paid in full in cash and all commitments to lend under the Senior Loan Documents shall have been terminated. The Subordinated Creditor irrevocably authorizes, empowers and directs any debtor, debtor in possession, receiver, trustee, liquidator, custodian, conservator or other Person having authority, to pay or otherwise deliver all such Distributions to the Senior Creditor Representative. The Subordinated Creditor also irrevocably authorizes and empowers the Senior Creditor Representative, in its name or in the name of Subordinated Creditor, to demand, sue for, collect and receive any and all such Distributions.

(c) The Subordinated Creditor agrees to execute, verify, deliver and file any proofs of claim in respect of the Subordinated Debt requested by the Senior Creditor Representative in connection with such Proceeding and, in the event it fails to file any such proofs of claim, hereby irrevocably authorizes, empowers and appoints the Senior Creditor Representative as its attorney-in-fact to execute, verify, deliver and file such proofs of claim.

(d) The Senior Debt shall continue to be treated as Senior Debt and the provisions of this Agreement shall continue to govern the relative rights and priorities of Senior Creditors and the Subordinated Creditor even if all or part of the Senior Debt or the security interests, if any, securing the Senior Debt are subordinated, set aside, avoided, invalidated or disallowed in connection with such Proceeding or otherwise, and this Agreement shall be reinstated if at any time any payment of any of the Senior Debt is rescinded or must otherwise be returned by any holder of Senior Debt or any representative of such holder.

Section 2.3 Subordinated Debt Payment Restrictions.

(a) In the event that a Senior Default has occurred and is continuing (and has not been waived in accordance with the terms of the Senior Credit Agreement) then, notwithstanding the terms of the Subordinated Loan Documents, the Borrower hereby agrees that it shall not make, whether directly or indirectly, and the Subordinated Creditor hereby agrees that it will not accept, take or claim from the Borrower, any Distribution with respect to the Subordinated Debt until the Senior Debt is paid in full in cash and all commitments to lend under the Senior Loan Documents have terminated.

(b) Notwithstanding any provision of this Section 2.3 to the contrary, the failure of the Borrower to make any Distribution with respect to the Subordinated Debt by reason of the operation of this Section 2.3 shall not be construed as preventing the occurrence of a Subordinated Default under the applicable Subordinated Loan Documents.

Section 2.4 Subordinated Debt Standstill Provisions. The Subordinated Creditor agrees that it shall not take any Enforcement Action available upon the occurrence of a Subordinated Default during the period (the "Standstill Period") ending on the earliest of (a) the date that all of the Senior Debt shall have been paid in full and all commitments to lend under the Senior Loan Documents shall be terminated, (b) the occurrence of a Proceeding, (c) the expiration of one hundred eighty (180) days following the Subordinated Creditor giving a written notice to the Borrower and the Senior Creditor Representative stating that a Subordinated Default has occurred and is continuing, or (d) the date the Senior Creditors accelerate the maturity of the Senior Debt or the date the Senior Creditors exercise any other rights or

EXHIBIT 4.1

remedies available to them upon a Senior Default. Notwithstanding the foregoing, any Distributions or other proceeds of any Enforcement Action obtained by Subordinated Creditor in breach of this Section 2.4 shall in any event be held in trust by it for the benefit of the Senior Creditor Representative and Senior Creditors and promptly be paid or delivered to the Senior Creditor Representative for the benefit of Senior Creditors in the form received until all Senior Debt is paid in full in cash and all commitments to lend under the Senior Loan Documents shall have been terminated.

Section 2.5 Incorrect Payments Held in Trust. If any Distribution on account of the Subordinated Debt not permitted to be made by the Borrower or accepted, taken or claimed by Subordinated Creditor under this Agreement is made and received by Subordinated Creditor, whether from Borrower or any guarantor, such Distribution shall not be commingled with any of the assets of Subordinated Creditor, shall be held in trust by Subordinated Creditor for the benefit of the Senior Creditor Representative and the Senior Creditors and shall be promptly paid over to the Senior Creditor Representative for application (in accordance with the Senior Loan Documents) to the payment of the Senior Debt then remaining unpaid, until all of the Senior Debt is paid in full.

Section 2.6 Sale, Transfer or other Disposition of Subordinated Debt.

(a) The Subordinated Creditor shall not sell, assign, pledge, dispose of or otherwise transfer all or any portion of the Subordinated Debt or any Subordinated Loan Document: (i) without giving at least 3 Business Days' prior written notice of such action to the Senior Creditor Representative, (ii) if the transferee thereof is not a Permitted Investor (as defined in the Senior Credit Agreement), without the prior written consent of the Senior Creditor Representative, and (iii) unless, prior to the consummation of any such action, the transferee thereof shall execute and deliver to the Senior Creditor Representative an agreement substantially identical to this Agreement, providing for the continued subordination of the Subordinated Debt to the Senior Debt as provided herein and for the continued effectiveness of all of the rights of the Senior Creditor Representative and Senior Creditors arising under this Agreement.

(b) Notwithstanding the failure of any transferee to execute or deliver an agreement substantially identical to this Agreement, the subordination effected hereby shall survive any sale, assignment, pledge, disposition or other transfer of all or any portion of the Subordinated Debt, and the terms of this Agreement shall be binding upon the successors and assigns of Subordinated Creditor.

Section 2.7 Legends. Until the termination of this Agreement in accordance with Section 8.9 hereof, the Subordinated Creditor will cause to be clearly, conspicuously and prominently inserted on the face of the Subordinated Note, as well as any renewals or replacements thereof, the following legend:

“This instrument and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Subordination Agreement, dated as of May 1, 2009 (the “Subordination Agreement”), among BOARDWALK PIPELINES HOLDING CORP. (the “Subordinated Creditor”), WACHOVIA BANK, NATIONAL ASSOCIATION (the “Senior Creditor Representative”), and BOARDWALK PIPELINES, LP, a Delaware limited partnership (the “Borrower”), to the indebtedness (including interest) owed by the Borrower pursuant to that certain Amended and Restated Revolving Credit Agreement, dated as of June 29, 2006, as amended, restated, amended and restated, supplemented, modified, refunded, replaced or refinanced from time to time, among the Borrower, the Senior Creditor Representative and the lenders from time to time party thereto, and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Subordination Agreement.”

Section 2.8 Prohibition on Contesting Senior Debt. The Subordinated Creditor (solely in its capacity as such and not in its capacity as the direct or indirect owner of the equity interests in the Borrower or in any other capacity) agrees that it shall not (and hereby waives any right to) contest, or support any other Person in contesting, in any proceeding (including any Proceeding): (i) the validity or enforceability of any Senior Loan Document or the Senior Debt, (ii) the validity, perfection, priority or enforceability of any liens, mortgages, assignments and security interests granted with respect to the Senior Debt or (iii) any foreclosure proceeding or action brought by the Senior Creditor Representative or the Senior Creditors or any other exercise by the Senior Creditor Representative or the Senior Creditors of any rights and remedies under the Senior Loan Documents or otherwise.

ARTICLE III **Modifications**

Section 3.1 Modifications to Senior Loan Documents. The Senior Creditors may at any time and from time to time without the consent of or notice to Subordinated Creditor, without incurring liability to the Subordinated Creditor and without impairing or releasing the obligations of the Subordinated Creditor under this Agreement, change the manner or place of payment or extend the time of payment of or renew or alter any of the terms of the Senior Debt, or amend, restate, amend and restate, supplement, modify, refund, replace or refinance in any manner the Senior Loan Documents or any agreement, note, guaranty or other instrument evidencing or securing or otherwise relating to the Senior Debt.

Section 3.2 Modifications to Subordinated Loan Documents. Until the Senior Debt has been paid in full in cash and all lending commitments under the Senior Loan Documents have terminated, and notwithstanding anything to the contrary contained in the Subordinated Loan Documents, the Subordinated Creditor shall not, without the prior written consent of the Senior Creditor Representative, agree to any amendment, modification or supplement to the Subordinated Loan Documents the effect of which is to (a) increase the maximum principal amount of the Subordinated Debt above \$200,000,000 or increase the rate of interest on any of the Subordinated Debt, (b) change the dates upon which payments of principal on the Subordinated Debt are due, (c) change any redemption or prepayment provisions of the Subordinated Debt, (d) alter the subordination provisions with respect to the Subordinated Debt, including, without limitation, subordinating the Subordinated Debt to any other indebtedness, (e) take any liens or security interests in any assets of the Borrower, any of its Subsidiaries or the MLP, (f) obtain any guarantees or credit support, whether directly or indirectly, with respect to the Subordinated Debt from any of the Borrower's Subsidiaries or the MLP, (g) change any event of default or add any event of default, (h) add any financial maintenance covenant, or (i) make any other amendment thereof or change thereto, if the effect of such amendment or change, with all other amendments or changes made, is to increase materially the obligations of the Borrower thereunder or would be adverse to the Senior Creditors or the Senior Creditor Representative.

Section 3.3 Subordination Not Affected. All rights and interests of the Senior Creditor Representative and the Senior Creditors hereunder, and all agreements and obligations of the Subordinated Creditor and the Borrower under this Agreement, shall remain in full force and effect irrespective of:

- (i) any lack of validity or enforceability of the Senior Loan Documents;
- (ii) any change in the time, manner or place of payment of, or in any other term of, all or any of the Senior Debt or any other amendment or waiver of or any consent to any departure from the Senior Loan Documents, including, without limitation, any increase in the

EXHIBIT 4.1

Senior Debt resulting from the extension of additional credit to the Borrower, any of its Subsidiaries or the MLP or otherwise;

(iii) any taking, exchange, release or non perfection of any other collateral, or any taking, release or amendment or waiver of or consent to departure from any guaranty, for all or any of the Senior Debt;

(iv) any manner of application of collateral, or proceeds thereof, to all or any of the Senior Debt, or any manner of sale or other disposition of any collateral for all or any of the Senior Debt or any other assets of the Borrower, any of its Subsidiaries or the MLP;

(v) any change, restructuring or termination of the corporate structure or existence of the Borrower, any of its Subsidiaries or the MLP; or

(vi) any other circumstance which might otherwise constitute a defense available to, or a discharge of, the Borrower or a subordinated creditor.

The provisions of this Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Senior Debt is rescinded or must otherwise be returned by the Senior Creditor Representative or any Senior Creditor upon the occurrence of a Proceeding with respect to the Borrower or otherwise, all as though such payment had not been made.

ARTICLE IV **Representations and Warranties**

Section 4.1 Representations and Warranties of Subordinated Creditor. The Subordinated Creditor hereby represents and warrants to the Senior Creditor Representative and Senior Creditors as follows as of the date hereof:

(a) the Subordinated Creditor is a corporation duly formed and validly existing under the laws of the State of Delaware;

(b) the Subordinated Creditor has the power and authority to enter into, execute, deliver and carry out the terms of this Agreement, all of which have been duly authorized by all proper and necessary action;

(c) the execution, delivery and performance of this Agreement by the Subordinated Creditor will not violate or conflict with the organizational documents of the Subordinated Creditor, any material agreement binding upon the Subordinated Creditor or any law, regulation or order or require any consent or approval which has not been obtained;

(d) this Agreement is the legal, valid and binding obligation of the Subordinated Creditor, enforceable against the Subordinated Creditor in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by equitable principles; and

(e) the Subordinated Creditor is the sole owner, beneficially and of record, of the Subordinated Loan Documents and the Subordinated Debt.

EXHIBIT 4.1

Section 4.2 Representations and Warranties of the Senior Creditor Representative. The Senior Creditor Representative hereby represents and warrants to the Subordinated Creditor as of the date hereof as follows:

(a) the Senior Creditor Representative has the power and authority to enter into, execute, deliver and carry out the terms of this Agreement, all of which have been duly authorized by all proper and necessary action;

(b) the execution of this Agreement by the Senior Creditor Representative will not violate or conflict with the organizational documents of the Senior Creditor Representative, any material agreement binding upon the Senior Creditor Representative or any law, regulation or order or require any consent or approval which has not been obtained; and

(c) this Agreement is the legal, valid and binding obligation of the Senior Creditor Representative, enforceable against the Senior Creditor Representative in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally or by equitable principles.

ARTICLE V **Subrogation**

Section 5.1 Subject to the payment in full in cash of all Senior Debt and the termination of all lending commitments under the Senior Loan Documents, the Subordinated Creditor shall be subrogated to the rights of the Senior Creditor Representative and the Senior Creditors to receive Distributions with respect to the Senior Debt until the Subordinated Debt is paid in full. The Subordinated Creditor agrees that in the event that all or any part of a payment made with respect to the Senior Debt is recovered from the holders of the Senior Debt in a Proceeding or otherwise, any Distribution received by the Subordinated Creditor with respect to the Subordinated Debt at any time after the date of the payment that is so recovered, whether pursuant to the right of subrogation provided for in this Agreement or otherwise, shall be deemed to have been received by the Subordinated Creditor in trust as property of the Senior Creditors and the Subordinated Creditor shall forthwith deliver the same to the Senior Creditor Representative for the benefit of the Senior Creditors for application to the Senior Debt until the Senior Debt is paid in full. A Distribution made pursuant to this Agreement to the Senior Creditor Representative or Senior Creditors which otherwise would have been made to Subordinated Creditor is not, as between the Borrower and Subordinated Creditor, a payment by the Borrower to or on account of the Senior Debt.

ARTICLE VI **Relative Rights**

Section 6.1 This Agreement shall define the relative rights of the Senior Creditor Representative, the Senior Creditors and the Subordinated Creditor with respect to the payment of the Senior Debt and the Subordinated Debt in accordance with their respective terms. Nothing in this Agreement shall (a) impair, as among the Borrower, the Senior Creditor Representative and the Senior Creditors and as between the Borrower and the Subordinated Creditor, the obligation of the Borrower with respect to the payment of the Senior Debt and the Subordinated Debt in accordance with their respective terms or (b) affect the relative rights of the Senior Creditor Representative, the Senior Creditors or the Subordinated Creditor with respect to any other creditors of the Borrower.

ARTICLE VII
Notices

Section 7.1 By the Subordinated Creditor to the Senior Creditor Representative. The Subordinated Creditor shall provide the Senior Creditor Representative with notice of any Subordinated Default simultaneously with giving notice of such Subordinated Default to the Borrower.

Section 7.2 By the Borrower to the Senior Creditor Representative. The Borrower shall provide the Senior Creditor Representative with copies of all notices of any Subordinated Default received by it from the Subordinated Creditor promptly after its receipt thereof.

Section 7.3 By the Borrower to the Subordinated Creditor. The Borrower shall provide the Subordinated Creditor with copies of all notices of any Senior Default received by it from any Senior Creditor or the Senior Creditor Representative promptly after its receipt thereof.

ARTICLE VIII
Miscellaneous

Section 8.1 Addresses for Notices.

(a) All notices, demands, requests, consents and other communications provided for in this Agreement shall be given in writing, and addressed to the party to be notified as follows:

If to the Subordinated Creditor:

Boardwalk Pipelines Holding Corp.
9 Greenway Plaza, Suite 2800
Houston, TX 77046
Attn: Corporate Secretary
Telecopy no: [866-459-7336]

With a copy to:

Loews Corporation
667 Madison Avenue
New York, New York 10021
Attention: Corporate Secretary
Telecopy no: (212) 521-2997

EXHIBIT 4.1

If to the Borrower:

Boardwalk Pipelines, LP
9 Greenway Plaza, Suite 2800
Houston, TX 77046
Attn: Corporate Secretary
Telecopy no: [866-459-7336]

If to the Senior Creditor Representative or the Senior Creditors:

Wachovia Bank, National Association
c/o Wachovia Securities
301 South College Street
Charlotte, North Carolina 28288-5562
Attention: Shawn Young
Telecopy no.: (704) 383-6647

Any party hereto may change its address, telephone number or facsimile number for notices and other communications hereunder by notice to the other parties hereto. All such notices and other communications shall, when transmitted by overnight delivery, or faxed, be effective when delivered for overnight (next-day) delivery, or transmitted in legible form by facsimile machine, respectively, or if mailed, upon the third Business Day after the date deposited into the mail or if delivered, upon delivery.

(b) Effectiveness of Notices. All notices, demands, requests, consents and other communications described in subsection (a) above shall be effective (i) if delivered by hand, including any overnight courier service, upon personal delivery and (ii) if delivered by mail, when deposited in the mails.

Section 8.2 Successors and Assigns. This Agreement shall inure to the benefit of, and shall be binding upon, the respective successors and assigns of the Senior Creditor Representative, the Senior Creditors, the Subordinated Creditor and the Borrower. To the extent permitted under the Senior Loan Documents, the Senior Creditors may, from time to time, without notice to the Subordinated Creditor, assign or transfer any or all of the Senior Debt or any interest therein to any Person and, notwithstanding any such assignment or transfer, or any subsequent assignment or transfer, the Senior Debt shall, subject to the terms hereof, be and remain Senior Debt for purposes of this Agreement, and every permitted assignee or transferee of any of the Senior Debt or of any interest therein shall, to the extent of the interest of such permitted assignee or transferee in the Senior Debt, be entitled to rely upon and be the third party beneficiary of the subordination provided under this Agreement and shall be entitled to enforce the terms and provisions hereof to the same extent as if such assignee or transferee were initially a party hereto.

Section 8.3 Amendments. Any modification or waiver of any provision of this Agreement, or any consent to any departure by any party from the terms hereof, shall not be effective in any event unless the same is in writing and signed by the Senior Creditor Representative and the Subordinated Creditor, and, if such amendment would adversely affect the Borrower or impose additional obligations or duties upon the Borrower, the Borrower. Any such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose given. Any notice to or demand on any party hereto in any event not specifically required hereunder shall not entitle the party receiving such notice or demand to any other or further notice or demand in the same, similar or other circumstances unless specifically required hereunder..

EXHIBIT 4.1

Section 8.4 Conflict. In the event of any conflict between any term, covenant or condition of this Agreement and any term, covenant or condition of any of the Subordinated Loan Documents, the provisions of this Agreement shall control and govern.

Section 8.5 Headings. The paragraph headings used in this Agreement are for convenience only and shall not affect the interpretation of any of the provisions hereof.

Section 8.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 8.7 Severability. In the event that any provision of this Agreement is deemed to be invalid, illegal or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court or governmental authority, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby, and the affected provision shall be modified to the minimum extent permitted by law so as most fully to achieve the intention of this Agreement.

Section 8.8 Further Assurances. Each party to this Agreement promptly will execute and deliver such further instruments and agreements and do such further acts and things as may be reasonably requested in writing by any other party hereto that may be necessary or desirable in order to effect fully the purposes of this Agreement.

Section 8.9 Continuation of Subordination; Termination of Agreement. The provisions of this Agreement constitute a continuing agreement and, subject to Section 3.3 and Section 3.4, shall remain in full force and effect until the payment in full of the Senior Debt and termination of the lending commitments.

Section 8.10 Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 8.11 Submission to Jurisdiction; Service of Process.

(a) Any legal action or proceeding with respect to this Agreement or any other Subordinated Loan Document may be brought in the courts of the State of New York located in the City of New York or of the United States of America for the Southern District of New York, and, by execution and delivery of this Agreement, each party hereto hereby accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. The parties hereto hereby irrevocably waive any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, that any of them may now or hereafter have to the bringing of any such action or proceeding in such respective jurisdictions.

(b) Each party hereto hereby irrevocably consents to the service of any and all process in any such action or proceeding by the mailing (by registered or certified mail, postage prepaid) of copies of such process to such party at its address specified in Section 8.1. Each party hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

EXHIBIT 4.1

(c) Nothing contained in this Section shall affect the right of any party to serve process in any other manner permitted by law or commence legal proceedings or otherwise proceed against any other party in any other jurisdiction.

(Signature Page follows)

IN WITNESS WHEREOF, the Subordinated Creditor, the Borrower and the Senior Creditor Representative have caused this Agreement to be executed as of the date first above written.

SUBORDINATED CREDITOR:

BOARDWALK PIPELINES HOLDING CORP.

By _____
Name:
Title:

BORROWER:

BOARDWALK PIPELINES, LP

By: BOARDWALK OPERATING GP, LLC,
its general partner

By: BOARDWALK PIPELINE PARTNERS, LP,
its managing member

By: BOARDWALK GP, LP,
its general partner

By: BOARDWALK GP, LLC,
its general partner

By: _____
Name:
Title:

SENIOR CREDITOR REPRESENTATIVE:

WACHOVIA BANK, NATIONAL ASSOCIATION

By _____
Name:
Title:

SUBORDINATED LOAN AGREEMENT

dated as of May 1, 2009

between

Boardwalk Pipelines, LP
as Borrower

and

Boardwalk Pipelines Holding Corp.
as Lender

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SUBORDINATED LOAN AGREEMENT

THIS SUBORDINATED LOAN AGREEMENT (this "Agreement") is made and entered into as of May 1, 2009, by and between Boardwalk Pipelines Holding Corp., a Delaware corporation (the "Lender"), and Boardwalk Pipelines, LP, a Delaware limited partnership (the "Borrower").

WITNESSETH:

WHEREAS, the Borrower has requested that the Lender make subordinated loans to the Borrower in an aggregate principal amount of up to \$200,000,000; and

WHEREAS, subject to the terms and conditions of this Agreement, the Lender is willing to make the requested subordinated loans to the Borrower.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Borrower and the Lender agree as follows:

ARTICLE I
DEFINITIONS; CONSTRUCTION

Section 1.1 **Definitions.** The following terms used herein shall have the meanings herein specified (to be equally applicable to both the singular and plural forms of the terms defined):

"Agreement" shall have the meaning assigned to such term in the opening paragraph of this Agreement.

"Associated Persons" shall have the meaning set forth in Section 7.11.

"Availability Period" shall mean the period from the Closing Date through the day prior to the first anniversary of the Closing Date.

"Borrower" shall have the meaning assigned to such term in the opening paragraph of this Agreement.

"Borrower Affiliate" shall mean each of the MLP, the General Partner, Boardwalk GP, LLC, each Subsidiary of the MLP and each Subsidiary of Boardwalk Pipelines, LP.

"Business Day" shall mean a day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to close.

"Capital Lease Obligations" shall mean, with respect to any Person, the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP; and, for the purposes of this Agreement, the amount of such obligations at any time shall be the capitalized amount thereof at such time determined in accordance with GAAP.

"Capital Stock" shall mean any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation) and any and all warrants, rights or options to purchase any of the foregoing.

“Closing Date” shall have the meaning assigned to such term in Section 3.1.

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

“Contractual Obligation” shall mean as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its Property is bound.

“Default” means any of the events specified in Article VI, whether or not any requirement for the giving of notice, the lapse of time, or both, has been satisfied.

“Default Interest” shall have the meaning set forth in Section 2.4(b).

“Default Interest Rate” shall mean the Subordinated Loan Interest Rate, plus an additional 2% per annum.

“Dollars” and “§” shall mean the lawful currency of the United States of America.

“Event of Default” shall mean any of the events specified in Article VI, provided that any requirement for the giving of notice, the lapse of time, or both, has been satisfied.

“Fiscal 2008 10K” shall have the meaning set forth in Section 4.1.

“GAAP” shall mean generally accepted accounting principles in the United States applied on a consistent basis.

“General Partner” shall mean Boardwalk GP, LP, a Delaware limited partnership.

“Governmental Authority” shall mean any nation or government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

“Guarantee Obligation” shall mean as to any Person (the “*guaranteeing person*”), any obligation of (a) the guaranteeing person or (b) another Person (including, without limitation, any bank under any letter of credit), if to induce the creation of such obligation of such other Person the guaranteeing person has issued a reimbursement, counterindemnity or similar obligation, in either case guaranteeing or in effect guaranteeing any Indebtedness, leases, dividends or other obligations (the “*primary obligations*”) of any other third Person (the “*primary obligor*”) in any manner, whether directly or indirectly, including, without limitation, any obligation of the guaranteeing person, whether or not contingent, (i) to purchase any such primary obligation or any Property constituting direct or indirect security therefor, (ii) to advance or supply funds (1) for the purchase or payment of any such primary obligation or (2) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase Property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the owner of any such primary obligation against loss in respect thereof; *provided, however*, that the term Guarantee Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business. The amount of any Guarantee Obligation of any guaranteeing person shall be deemed to be the lower of (a) an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guarantee Obligation is made and (b) the maximum amount for which such guaranteeing person may be

liable pursuant to the terms of the instrument embodying such Guarantee Obligation, unless such primary obligation and the maximum amount for which such guaranteeing person may be liable are not stated or determinable, in which case the amount of such Guarantee Obligation shall be such guaranteeing person's maximum reasonably anticipated liability in respect thereof as determined by the Borrower in good faith.

“Hedge Agreements” shall mean all interest rate or currency swaps, caps or collar agreements, foreign exchange agreements, commodity contracts or similar arrangements entered into by the Borrower or its Subsidiaries providing for protection against fluctuations in interest rates, currency exchange rates, commodity prices or the exchange of nominal interest obligations, either generally or under specific contingencies.

“Indebtedness” shall mean of any Person at any date, without duplication, (a) all indebtedness of such Person for borrowed money, (b) all obligations of such Person for the deferred purchase price of Property or services (other than trade payables incurred in the ordinary course of such Person's business), (c) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments, (d) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to Property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such Property), (e) all Capital Lease Obligations of such Person, (f) all obligations of such Person, contingent or otherwise, as an account party or applicant under acceptance, letter of credit or similar facilities, (g) all obligations of such Person, contingent or otherwise, to purchase, redeem, retire or otherwise acquire for value any Capital Stock of such Person, (h) all Guarantee Obligations of such Person in respect of obligations of the kind referred to in *clauses (a) through (g)* above; (i) all obligations of the kind referred to in *clauses (a) through (h)* above secured by (or for which the holder of such obligation has an existing right, contingent or otherwise, to be secured by) any Lien on Property (including, without limitation, accounts and contract rights) owned by such Person, whether or not such Person has assumed or become liable for the payment of such obligation and (j) all obligations of such Person in respect of Hedge Agreements.

“Lender” shall have the meaning assigned to such term in the opening paragraph of this Agreement.

“Lender Indemnitee” shall mean Lender and any other Person that, directly or indirectly, is in control of the Lender, and each of the directors, officers, employees, agents, trustees, representatives, attorneys, consultants and advisors of or to any of the foregoing. For purposes of this definition, “control” of a Person means the power, directly or indirectly, either to (a) vote 25% or more of the securities having ordinary voting power for the election of directors (or persons performing similar functions) of such Person or (b) direct or cause the direction of the management and policies of such Person, whether by contract or otherwise.

“Lien” shall mean any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge or other security interest or any preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement and any capital lease having substantially the same economic effect as any of the foregoing).

“Material Adverse Effect” shall mean a material adverse effect on (a) the business, assets, liabilities, operations or condition (financial or otherwise) of the Borrower and its Subsidiaries taken as a whole, (b) the ability of the Borrower to perform its obligations under this Agreement or any other Subordinated Loan Document, or (c) the ability of the Lender to enforce this Agreement or any other Subordinated Loan Document.

“Maturity Date” shall mean the date that is six months after the later of (i) the Scheduled Maturity Date (as defined in the Senior Credit Agreement) and (ii) if a Term Out Period has become effective under the Senior Credit Agreement, the last day of the Term Out Period (as defined in the Senior Credit Agreement).

“MLP” shall mean Boardwalk Pipeline Partners, LP, a Delaware limited partnership.

“Net Cash Proceeds” means the remainder of (a) the gross proceeds received by the MLP, the Borrower, or any Subsidiary of the Borrower, as the case may be, from the incurrence of Qualifying Indebtedness or the issuance of Qualifying Equity Securities, as applicable, less (b) underwriter discounts and commissions, investment banking fees, legal, accounting and other professional fees and expenses, taxes, and other usual and customary transaction costs.

“Notice of Borrowing” shall have the meaning set forth in Section 2.2.

“Obligations” shall mean the unpaid principal of and interest on (including, without limitation, interest accruing after the maturity of the Subordinated Loans and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) the Subordinated Loans and all other obligations and liabilities of the Borrower to the Lender, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, this Agreement, any other Subordinated Loan Document, or any other document made, delivered or given in connection herewith or therewith, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses (including, without limitation, all fees, charges and disbursements of counsel to the Lender that are required to be paid by the Borrower pursuant hereto) or otherwise.

“Payment Office” shall mean the office of the Lender located at 9 Greenway Plaza, Suite 2800, Houston, TX 77046, or such other location as to which the Lender shall have given written notice to the Borrower.

“Person” shall mean an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

“Property” shall mean any right or interest in or to property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible, including, without limitation, Capital Stock.

“Qualifying Equity Securities” means partnership interests in (or other ownership or profit interests in) the MLP, warrants, options or other rights for the purchase or acquisition from the MLP of partnership interests of (or other ownership or profit interests in) the MLP, and all of the other ownership or profit interests in the MLP, whether voting or nonvoting.

“Qualifying Indebtedness” means Indebtedness of the MLP, the Borrower or any Subsidiary of the Borrower that is incurred after the date hereof and that does not have any amortization payment due or maturity date occurring sooner than six months after the last day of the Term Out Period (as defined in the Senior Credit Agreement), determined on the assumption that the Term Out Period will become effective under the Senior Credit Agreement on June 29, 2012. As used above the Term Out Period shall be determined on the basis of the Senior Credit Agreement as in effect on the date hereof without giving effect to any amendment, supplement or other modification thereto not consented to by the Lender.

“Senior Agent” shall mean Wachovia Bank, National Association.

“Senior Credit Agreement” shall mean the Amended and Restated Revolving Credit Agreement, dated as of June 29, 2006, by and among the Borrower, Texas Gas Transmission, LLC, Gulf South Pipeline Company, L.P., the several lenders from time to time party thereto, and the Senior Agent, as administrative agent, as amended by (x) Amendment No. 1 thereto, dated as of April 2, 2007 and (y) Amendment No. 2 thereto, dated as of November 27, 2007, and as the same may be further amended, restated, amended and restated, supplemented, modified, refunded, replaced or refinanced from time to time.

“Senior Debt” shall mean the “Obligations”, as such term is defined in the Senior Credit Agreement.

“Senior Loan Documents” shall mean the “Loan Documents”, as such term is defined in the Senior Credit Agreement.

“Subordinated Loan” shall have the meaning set forth in Section 2.1.

“Subordinated Loan Commitment” shall mean the obligation of the Lender to make Subordinated Loans hereunder in an aggregate principal amount not exceeding \$200,000,000.

“Subordinated Loan Documents” shall mean, collectively, this Agreement, the Subordination Agreement, the Subordinated Note, and each Notice of Borrowing.

“Subordinated Loan Interest Rate” shall mean 8.00% per annum.

“Subordinated Note” shall mean a promissory note of the Borrower payable to the order of the Lender in the principal amount of the Subordinated Loan Commitment, in substantially the form of Exhibit A.

“Subordination Agreement” shall mean that certain Subordination Agreement, dated as of May 1, 2009, among the Lender, the Senior Agent, and the Borrower, as the same may be amended, restated, amended and restated, supplemented, modified, refunded, replaced or refinanced from time to time.

“Subsidiary” shall mean as to any Person, a corporation, partnership, limited liability company or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the Board of Directors or other managers of such corporation, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person.

Section 1.2 Other Definitional Provisions. Unless otherwise specified therein, all terms defined in this Agreement shall have the defined meanings when used in the other Subordinated Loan Documents or any certificate or other document made or delivered pursuant hereto or thereto.

(b) The words “*hereof*”, “*herein*” and “*hereunder*” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(c) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(d) The terms “Lender” shall include, without limitation, its successors.

Section 1.3 Accounting Terms and Principles.

(a) Except as set forth below, all accounting terms not specifically defined herein shall be construed in conformity with GAAP and all accounting determinations required to be made pursuant hereto shall, unless expressly otherwise provided herein, be made in conformity with GAAP.

(b) If any change in the accounting principles used in the preparation of the most recent financial statements is hereafter required or permitted by the rules, regulations, pronouncements and opinions of the Financial Accounting Standards Board or the American Institute of Certified Public Accountants (or any successors thereto) and such change is adopted by the Borrower with the agreement of the Borrower’s independent certified public accountants and results in a change in any calculations that would not have resulted had such accounting change not occurred, the parties hereto agree to enter into negotiations in order to amend such provisions so as to equitably reflect such change such that the criteria for evaluating compliance with such covenants by the Borrower shall be the same after such change as if such change had not been made.

ARTICLE II

AMOUNT AND TERMS OF THE SUBORDINATED LOANS

Section 2.1 Subordinated Loan Commitment. Subject to the terms and conditions set forth herein, the Lender agrees to make subordinated term loans (each, a “Subordinated Loan” and, collectively, the “Subordinated Loans”) to the Borrower during the Availability Period in an aggregate principal amount not exceeding the Subordinated Loan Commitment. During the Availability Period, the Borrower shall be entitled to borrow and, subject to the terms and conditions of the Subordination Agreement, prepay or repay the Subordinated Loans in accordance with the provisions hereof, but once repaid or prepaid, Subordinated Loans may not be reborrowed.

Section 2.2 Borrowing Procedure. The Borrower shall give the Lender written notice (or telephonic notice promptly confirmed in writing) of each borrowing substantially in the form of Exhibit B (a “Notice of Borrowing”), each such Notice of Borrowing to be delivered prior to noon (New York time) three Business Days before the requested date of each borrowing. Each Notice of Borrowing shall be irrevocable and shall specify: (i) the aggregate principal amount of such borrowing (which shall be no less than \$25,000,000) and (ii) the date of such borrowing (which shall be a Business Day).

Section 2.3 Optional Reduction and Termination of Subordinated Loan Commitment. Unless previously terminated, the Subordinated Loan Commitment shall terminate on the last day of the Availability Period.

Section 2.4 Repayment of Subordinated Loans. The outstanding principal balance of the Subordinated Loans will be due and payable (together with accrued and unpaid interest thereon) on the Maturity Date.

Section 2.5 Prepayment.

(a) **Mandatory Prepayment Upon Incurrence of Qualifying Indebtedness.** Subject to the terms and conditions of the Subordination Agreement, within three (3) Business Days after the

incurrence by the MLP, the Borrower or any Subsidiary of the Borrower of Qualifying Indebtedness, the Borrower shall notify the Lender of its intent to make a mandatory prepayment of the principal amount of the Subordinated Loans (together with interest on the amount prepaid) in an amount equal to the Net Cash Proceeds from any such incurrence. The Borrower shall make such mandatory prepayment within five (5) Business Days after the date of the incurrence of such Qualifying Indebtedness unless the Lender has previously notified the Borrower of its decision to waive such prepayment.

(b) Mandatory Prepayment Upon Issuance of Qualifying Equity Securities. Subject to the terms and conditions of the Subordination Agreement, within three (3) Business Days after the issuance by the MLP of Qualifying Equity Securities, the Borrower shall notify the Lender of its intent to make a mandatory prepayment of the principal amount of the Subordinated Loans (together with interest on the amount prepaid) in an amount equal to the Net Cash Proceeds from any such issuance. The Borrower shall make such mandatory prepayment within five (5) Business Days after the date of the issuance of such Qualifying Equity Securities unless the Lender has previously notified the Borrower of its decision to waive such prepayment.

Section 2.6 Interest on Subordinated Loans.

(a) Subject to the terms and conditions of the Subordination Agreement, the Borrower shall pay interest on the Subordinated Loans at the Subordinated Loan Interest Rate. Interest on the principal amount of the Subordinated Loans will accrue from and including the date each Subordinated Loan is made to but excluding the date on which such Subordinated Loan is paid in full. Subject to the terms and conditions of the Subordination Agreement, interest on each Subordinated Loan will be payable (i) semiannually on June 30 and December 31 commencing December 31, 2009 and (ii) on the date each Subordinated Loan is paid in full.

(b) While an Event of Default exists or after acceleration of the Subordinated Loans in accordance with Article VI, at the option of the Lender, interest on the unpaid principal amount of the Subordinated Loans (and any unpaid interest with respect thereto) will accrue at the Default Interest Rate (the "Default Interest"). Subject to the terms and conditions of the Subordination Agreement, all Default Interest will be payable by the Borrower upon demand by the Lender.

Section 2.7 Computation of Interest. All computations of interest shall be made by the Lender on the basis of a year of 365 days. Each determination by the Lender of an interest amount hereunder shall, except for manifest error, be final, conclusive and binding for all purposes.

Section 2.8 Payments Generally.

(a) All payments by the Borrower to the Lender hereunder shall be made to the Lender at the Payment Office. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of the payment accruing interest, interest thereon shall be made payable for the period of such extension. All payments hereunder shall be made in Dollars.

(b) If on the Maturity Date, insufficient funds are received by and available to the Lender to pay fully all amounts of principal and interest due hereunder, such funds shall be applied (i) first, towards payment of interest, and (ii) second, towards payment of principal due hereunder.

ARTICLE III
CONDITIONS PRECEDENT TO SUBORDINATED LOANS

Section 3.1 Conditions to Effectiveness. This Agreement shall not become effective until the date (such date, the "Closing Date") on which each of the following conditions is satisfied (or waived in accordance with Section 7.2):

- (a) The Lender shall have received the following:
 - (i) a counterpart of this Agreement signed by or on behalf of the Borrower; and
 - (ii) a duly executed Subordinated Note payable to the Lender.
- (b) No Default or Event of Default shall exist on the Closing Date.
- (c) All representations and warranties of the Borrower set forth in the Subordinated Loan Documents shall be true and correct on and as of the Closing Date.
- (d) The Lender shall have received the legal opinion of Vinson & Elkins L.L.P., counsel to the Borrower, dated the Closing Date and otherwise in form and substance reasonably satisfactory to the Lender.
- (e) The Lender shall have received a certificate of the Borrower, dated the Closing Date, together with (i) a copy of the certificate of limited partnership of the Borrower, certified as of a recent date by the Secretary of State of the State of Delaware, together with a certificate of such official attesting to the good standing of the Borrower, (ii) a certification by the Secretary or Assistant Secretary of Boardwalk GP, LLC of the names and true signatures of each officer of the Borrower (or general partner thereof) that has been authorized to execute and deliver any Subordinated Loan Document or other document required hereunder to be executed and delivered by or on behalf of the Borrower, (iii) the limited partnership agreement (or equivalent) of the Borrower as in effect on the date of such certification, (iv) the resolutions and consent of the Board of Directors of Boardwalk GP, LLC approving and authorizing the execution, delivery and performance of the Subordinated Loan Documents and (v) such other customary certifications as the Lender may reasonably request.

Section 3.2 Conditions to Making of each Subordinated Loan. The obligations hereunder of the Lender to make each Subordinated Loan are subject to the satisfaction (or waiver in accordance with Section 7.2) of the following conditions as of the date each Subordinated Loan is made:

- (a) The Lender shall have received a signed Notice of Borrowing from the Borrower requesting the making of a Subordinated Loan on the date specified therein (which shall be no later than the last day of the Availability Period).
- (b) At the time of and immediately after giving effect to the making of the requested Subordinated Loan, no Default or Event of Default shall exist.
- (c) At the time of and immediately after giving effect to the requested Subordinated Loan, all representations and warranties of the Borrower set forth in the Subordinated Loan Documents shall be true and correct on and as of such time.
- (d) The Closing Date shall have previously occurred.

The receipt by the Borrower of the proceeds of the requested Subordinated Loan shall constitute a representation and warranty as to the existence of the conditions in clauses (b) and (c) on the date of the making of such Subordinated Loan.

ARTICLE IV **REPRESENTATIONS AND WARRANTIES**

To induce the Lender to enter into this Agreement and to make each Subordinated Loan, the Borrower hereby represents and warrants to the Lender that:

Section 4.1 Financial Condition. The audited consolidated balance sheets of the MLP and its Subsidiaries as at December 31, 2008, and the related audited consolidated statements of income and of cash flows for the period ended on such date, in each case as filed by the MLP with the Securities and Exchange Commission in its Annual Report on Form 10-K for the year ended December 31, 2008 (the "Fiscal 2008 10K") and reported on by and accompanied by an unqualified report from Deloitte & Touche LLP, present fairly the consolidated financial condition of the MLP and its Subsidiaries as at such date, and the consolidated results of its operations and its consolidated cash flows for the period then ended. All such financial statements, including the related schedules and notes thereto, have been prepared in accordance with GAAP applied consistently throughout the periods involved (except as approved by the aforementioned firm of accountants and disclosed therein).

Section 4.2 No Change. Except as disclosed in the Fiscal 2008 10K or in the MLP's quarterly report on Form 10-Q for the quarter ended March 31, 2009, since December 31, 2008 there has been no development or event that has had or could reasonably be expected to have a Material Adverse Effect.

Section 4.3 Corporate Existence; Compliance with Law. Each of the Borrower and its Subsidiaries (a) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, (b) has the limited partnership, limited liability company, corporate or other power and authority, and the legal right, to own and operate its Property, to lease the Property it operates as lessee and to conduct the business in which it is currently engaged, (c) is duly qualified as a foreign limited partnership, limited liability company, corporation or other organization and in good standing under the laws of each jurisdiction where its ownership, lease or operation of Property or the conduct of its business requires such qualification and (d) is in compliance with all Requirements of Law except, in the case of clauses (c) and (d), to the extent that the failure to comply therewith could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 4.4 Limited Partnership Power; Authorization; Enforceable Obligations. The Borrower has the limited partnership power and authority, and the legal right, to make, deliver and perform the Subordinated Loan Documents to which it is a party and to borrow hereunder. The Borrower has taken all necessary limited partnership or other necessary action to authorize the execution, delivery and performance of the Subordinated Loan Documents to which it is a party and, to authorize the borrowings on the terms and conditions of this Agreement. No consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person is required to be obtained by the Borrower in connection with (i) the borrowings hereunder, (ii) the execution, delivery, validity or enforceability of this Agreement or any of the other Subordinated Loan Documents, or (iii) the performance of this Agreement or any of the other Subordinated Loan Documents, except, in each case, for routine consents, authorizations, filings and notices required to be made in the ordinary course of business. This Agreement has been, and, upon execution, each Subordinated Loan Document shall have

been, duly executed and delivered on behalf of the Borrower. This Agreement constitutes, and each other Subordinated Loan Document upon execution will constitute, a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

Section 4.5 No Legal Bar. The execution, delivery and performance of this Agreement and the other Subordinated Loan Documents by the Borrower, the borrowings hereunder and the use of the proceeds thereof will not violate any applicable law or any material Contractual Obligation of the Borrower and will not result in, or require, the creation or imposition of any Lien on any of its properties or revenues pursuant to any Requirement of Law or any such Contractual Obligation.

Section 4.6 No Material Litigation. No litigation, investigation or proceeding of or before any arbitrator or Governmental Authority is pending or, to the knowledge of the Borrower, threatened by or against the Borrower or any Borrower Affiliate, or against any of its or their respective properties or revenues (a) with respect to any of the Subordinated Loan Documents or any of the transactions contemplated hereby or thereby, or (b) that could reasonably be expected to have a Material Adverse Effect.

Section 4.7 No Default. No Default or Event of Default has occurred and is continuing.

Section 4.8 Ownership of Property. The Borrower and each of its Subsidiaries has title in fee simple to, or a valid leasehold interest in, or a right of way or easement in all real property used or necessary for, and material to, the conduct of its business, and good title to, or a valid leasehold interest in, all its other Property used or necessary for, and material to, the conduct of its business.

Section 4.9 Use of Proceeds. The proceeds of each Subordinated Loan shall be used solely for general partnership (or equivalent) purposes including capital expenditures.

Section 4.10 Margin Regulations. The Borrower is not engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U of the Federal Reserve Board), and no proceeds of the Subordinated Loans will be used to purchase or carry any such margin stock or to extend credit to others for the purpose of purchasing or carrying any such margin stock in contravention of Regulation T, U or X of the Federal Reserve Board.

Section 4.11 Investment Company Act. None of the Borrower or any of its Subsidiaries is an "investment company" or an "affiliated person" of, or "promoter" or "principal underwriter" for, an "investment company," as such terms are defined in the Investment Company Act of 1940, as amended.

ARTICLE V **COVENANTS**

Section 5.1 Notice of Default. The Borrower shall promptly give notice to the Lender of: (x) the occurrence of any Default or Event of Default within 5 Business Days after the Borrower knows or has reason to know thereof and (y) the occurrence of any Default (as defined in the Senior Credit Agreement) or Event of Default (as defined in the Senior Credit Agreement) within 5 Business Days after the Borrower knows or has reason to know thereof.

ARTICLE VI
EVENTS OF DEFAULT

Section 6.1 **Events of Default.** If any of the following events shall occur and be continuing:

(a) The Borrower shall fail to pay the principal of the Subordinated Loans on the date when due (including the Maturity Date or the date when any mandatory prepayment is due) in accordance with the terms hereof; or the Borrower shall fail to pay any interest on the Subordinated Loans, or any other amount payable hereunder or under any other Subordinated Loan Document, within three (3) Business Days after any such interest or other amount becomes due in accordance with the terms hereof or thereof; or

(b) Any representation or warranty made or deemed made by the Borrower herein or in any other Subordinated Loan Document or that is contained in any certificate, document or financial or other statement furnished by it at any time under or in connection with this Agreement or any such other Subordinated Loan Document shall prove to have been inaccurate in any material respect on or as of the date made or deemed made or furnished; or

(c) (i) The Borrower or any Borrower Affiliate shall fail to make any payment on any Indebtedness (other than the Obligations and the Senior Debt) of the Borrower or any such Borrower Affiliate or on any Guarantee Obligation in respect of Indebtedness of any other Person, and, in each case, such failure relates to Indebtedness having a principal amount of \$25,000,000 or more, when the same becomes due and payable (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) and the effect of such failure is to accelerate the maturity of such Indebtedness, (ii) any other event shall occur or condition shall exist under any agreement or instrument relating to any such Indebtedness, if the effect of such event or condition is to accelerate the maturity of such Indebtedness, or (iii) any such Indebtedness shall become or be declared to be due and payable, or be required to be prepaid or repurchased (other than by a regularly scheduled required prepayment), prior to the stated maturity thereof; or

(d) The maturity of the Senior Debt shall have been accelerated and such acceleration shall not have been rescinded;

(e) (i) The Borrower or any Borrower Affiliate shall commence any case, proceeding or other action (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or the Borrower or any Borrower Affiliate shall make a general assignment for the benefit of its creditors; or (ii) there shall be commenced against the Borrower or any Borrower Affiliate any case, proceeding or other action of a nature referred to in *clause (i)* above that (A) results in the entry of an order for relief or any such adjudication or appointment or (B) remains undismissed, undischarged or unbonded for a period of sixty (60) days; or (iii) there shall be commenced against the Borrower or any Borrower Affiliate any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets that results in the entry of an order for any such relief that shall not have been vacated, discharged, or stayed or bonded pending appeal within sixty (60) days from the entry thereof; or (iv) the Borrower or any Borrower Affiliate shall take any action in furtherance of, or indicating its consent to,

approval of, or acquiescence in, any of the acts set forth in *clause (i), (ii), or (iii)* above; or (v) the Borrower or any Borrower Affiliate shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due; or

(f) One or more judgments or decrees shall be entered against the Borrower or any Borrower Affiliate involving for the Borrower and the Borrower Affiliates taken as a whole a liability (not paid or fully covered by insurance as to which the relevant insurance company has acknowledged coverage) of \$25,000,000 or more (or in the case of a non-monetary judgment, having a Material Adverse Effect), and all such judgments or decrees shall not have been vacated, discharged, stayed or bonded pending appeal within thirty (30) days from the entry thereof; or

(g) Any material provision of any Subordinated Loan Document after delivery thereof shall for any reason fail or cease to be valid and binding on, or enforceable against, the Borrower, or the Borrower shall so state in writing;

then, and in any such event, (A) if such event is an Event of Default specified in *clause (i) or (ii) of paragraph (e) above*, (i) the Subordinated Loan Commitment shall terminate immediately and the Subordinated Loans (with accrued interest thereon) and all other amounts owing under this Agreement and the other Subordinated Loan Documents shall immediately become due and payable, and (B) if such event is any other Event of Default, the Lender may, by notice to the Borrower, terminate the Subordinated Loan Commitment, whereupon the Subordinated Loan Commitment shall terminate immediately, and declare the Subordinated Loans (with accrued interest thereon) and all other amounts owing under this Agreement and the other Subordinated Loan Documents to be due and payable forthwith, whereupon the same shall immediately become due and payable.

ARTICLE VII **MISCELLANEOUS**

Section 7.1 Notices.

(a) **Addresses for Notices.** All notices, demands, requests, consents and other communications provided for in this Agreement shall be given in writing, and addressed to the party to be notified as follows:

To the Borrower: Boardwalk Pipelines, LP
9 Greenway Plaza, Suite 2800
Houston, TX 77046
Attn: Corporate Secretary
Telecopy no: [866-459-7336]

To the Lender: Boardwalk Pipelines Holding Corp.
9 Greenway Plaza, Suite 2800
Houston, TX 77046
Attn: Corporate Secretary
Telecopy no: [866-459-7336]

With a copy to: Loews Corporation
667 Madison Avenue
New York, New York 10021
Attention: Corporate Secretary
Telecopy no: (212) 521-2997

Any party hereto may change its address, telephone number or facsimile number for notices and other communications hereunder by notice to the other parties hereto. All such notices and other communications shall, when transmitted by overnight delivery, or faxed, be effective when delivered for overnight (next-day) delivery, or transmitted in legible form by facsimile machine, respectively, or if mailed, upon the third Business Day after the date deposited into the mail or if delivered, upon delivery.

(b) Effectiveness of Notices. All notices, demands, requests, consents and other communications described in Section 7.1(a) shall be effective (i) if delivered by hand, including any overnight courier service, upon personal delivery and (ii) if delivered by mail, when deposited in the mails.

Section 7.2 Waiver; Amendments. No amendment or waiver of any provision of this Agreement or any other Subordinated Loan Document nor consent to any departure by the Borrower therefrom shall in any event be effective unless the same shall be in writing and (x) in the case of any such waiver or consent, signed by the Lender and (y) in the case of any other amendment, by the Lender and the Borrower, and then any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 7.3 Expenses; Indemnification.

(a) Subject to the Subordination Agreement, the Borrower shall pay all out-of-pocket costs and expenses (including, without limitation, but limited to the reasonable fees, charges and disbursements of outside counsel for the Lender) incurred by the Lender in connection with the enforcement or protection of its rights in connection with this Agreement, including its rights under this Section 7.3, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of the Subordinated Loans.

(b) Subject to the Subordination Agreement, the Borrower shall indemnify each Lender Indemnitee against, and hold each Lender Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (including the fees, charges and disbursements of any counsel for any Lender Indemnitee) incurred by any Lender Indemnitee or asserted against any Lender Indemnitee by any third party or by the Borrower arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Subordinated Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, or (ii) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower, and regardless of whether any Lender Indemnitee is a party thereto, provided that such indemnity shall not, as to any Lender Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final judgment to have resulted from the gross negligence or willful misconduct of such Lender Indemnitee or (y) result from a claim brought by the Borrower against any Lender Indemnitee for breach in bad faith of such Lender Indemnitee's obligations hereunder or under any other Subordinated Loan Document, if the Borrower has obtained a final judgment in its favor on such claim as determined by a court of competent jurisdiction.

(c) Subject to the Subordination Agreement, the Borrower shall pay, and hold the Lender harmless from and against, any and all present and future stamp, documentary, and other similar taxes with respect to this Agreement and any other Subordinated Loan Documents, any collateral described therein, or any payments due thereunder, and save the Lender harmless from and against any and all liabilities with respect to or resulting from any delay or omission to pay such taxes.

(d) To the extent permitted by applicable law, each party shall not assert, and hereby waives, any claim against any Lender Indemnitee or the other party, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to actual or direct damages) arising out of, in connection with or as a result of, this Agreement or any agreement or instrument contemplated hereby, the transactions contemplated therein, the Subordinated Loans or the use of proceeds thereof.

(e) All amounts due under this Section 7.3 shall be payable promptly after written demand therefor.

Section 7.4 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder, and the Lender may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Borrower. Any other attempted assignment or transfer by any party hereto shall be null and void. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby and, to the extent expressly contemplated hereby, each Lender Indemnitee) any legal or equitable right, remedy or claim under or by reason of this Agreement.

Section 7.5 Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7.6 Submission to Jurisdiction; Service of Process.

(a) Any legal action or proceeding with respect to this Agreement or any other Subordinated Loan Document may be brought in the courts of the State of New York located in the City of New York or of the United States of America for the Southern District of New York, and, by execution and delivery of this Agreement, each party hereto hereby accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. The parties hereto hereby irrevocably waive any objection, including any objection to the laying of venue or based on the grounds of *forum non conveniens*, that any of them may now or hereafter have to the bringing of any such action or proceeding in such respective jurisdictions.

(b) Each party hereto hereby irrevocably consents to the service of any and all process in any such action or proceeding by the mailing (by registered or certified mail, postage prepaid) of copies of such process to such Person at its address specified in Section 7.1 (Notices). Each party hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(c) Nothing contained in this Section 7.6 shall affect the right of any party to serve process in any other manner permitted by law or commence legal proceedings or otherwise proceed in any other jurisdiction.

Section 7.7 Waiver of Jury Trial. Each party hereto irrevocably waives trial by jury in any action or proceeding with respect to this Agreement or any other Loan Document.

Section 7.8 Counterparts; Integration. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are attached to the same document. Delivery of an executed signature page of this Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart hereof.

Section 7.9 Survival. All covenants, agreements, representations and warranties made by the Borrower herein and in the certificates or other instruments delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the Lender and shall survive the execution and delivery of this Agreement and the making of the Subordinated Loans, regardless of any investigation made by any the Lender or on its behalf and notwithstanding that the Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on the Subordinated Loans or any fee or any other amount payable under this Agreement is outstanding and unpaid. The provisions of Section 7.3 shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Subordinated Loans or the termination of this Agreement or any provision hereof. All representations and warranties made herein, in the certificates, reports, notices, and other documents delivered pursuant to this Agreement shall survive the execution and delivery of this Agreement and the other Subordinated Loan Documents, and the making of the Subordinated Loans.

Section 7.10 Severability. Any provision of this Agreement or any other Subordinated Loan Document held to be illegal, invalid or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such illegality, invalidity or unenforceability without affecting the legality, validity or enforceability of the remaining provisions hereof or thereof; and the illegality, invalidity or unenforceability of a particular provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 7.11 Non-Recourse to the General Partner and Associated Persons. The Lender agrees on behalf of itself and its successors, assigns and legal representatives, that neither the General Partner nor any Person which is a partner, shareholder, member, owner, officer, director, supervisor, trustee or other principal (collectively, "Associated Persons") of the Borrower, the General Partner, or any of their respective successors or assigns, shall have any personal liability for the payment or performance of any of the Borrower's obligations hereunder or under the Subordinated Note and no monetary or other judgment shall be sought or enforced against the General Partner or any of such Associated Persons or any of their respective successors or assigns. Notwithstanding the foregoing, the Lender shall not be deemed barred by this Section 7.11 from asserting any claim against any Person based upon an allegation of fraud or misrepresentation.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

BOARDWALK PIPELINES, LP,
as Borrower

By: BOARDWALK OPERATING GP, LLC,
its general partner

By: BOARDWALK PIPELINE PARTNERS, LP,
its managing member

By: BOARDWALK GP, LP,
its general partner

By: BOARDWALK GP, LLC,
its general partner

By: _____
Name:
Title:

BOARDWALK PIPELINES HOLDING CORP.,
as Lender

By: _____
Name:
Title:

EXHIBIT A

FORM OF SUBORDINATED NOTE

This instrument and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Subordination Agreement, dated as of May 1, 2009 (the “Subordination Agreement”), among BOARDWALK PIPELINES HOLDING CORP. (the “Subordinated Creditor”), WACHOVIA BANK, NATIONAL ASSOCIATION (the “Senior Creditor Representative”), and BOARDWALK PIPELINES, LP, a Delaware limited partnership (the “Borrower”), to the indebtedness (including interest) owed by the Borrower pursuant to that certain Amended and Restated Revolving Credit Agreement, dated as of June 29, 2006, as amended, restated, amended and restated, supplemented, modified, refunded, replaced or refinanced from time to time, among the Borrower, the Senior Creditor Representative and the lenders from time to time party thereto, and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Subordination Agreement.

\$200,000,000.00

May 1, 2009

FOR VALUE RECEIVED, BOARDWALK PIPELINES, LP, a Delaware limited partnership (the “Borrower”), hereby promises to pay to the order of BOARDWALK PIPELINES HOLDING CORP. (the “Lender”), in accordance with the provisions of the Subordinated Loan Agreement (as hereinafter defined), \$200,000,000 or, if less, the aggregate principal amount of all Subordinated Loans made by the Lender to the Borrower under the Subordinated Loan Agreement, dated as of May 1, 2009 (as amended from time to time, the “Subordinated Loan Agreement”), among the Borrower and the Lender. Unless otherwise defined herein, the terms defined in the Credit Agreement are used herein as defined therein.

The Borrower promises to pay interest on the unpaid principal amount of the Subordinated Loans from the date of each such Subordinated Loan until the principal amount of each such Subordinated Loan is paid in full, at such interest rates and at such times as provided in the Subordinated Loan Agreement. All payments of principal and interest shall be made to the Lender in immediately available funds. If any amount is not paid in full when due hereunder, such unpaid amount shall bear interest from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the per annum rate and payable at the times set forth in the Subordinated Loan Agreement.

This Note is the Subordinated Note referred to in the Subordinated Loan Agreement, is entitled to the benefits thereof and may be prepaid in whole or in part subject to the terms and conditions provided therein. Upon the occurrence and continuation of one or more of the Events of Default specified in the Subordinated Loan Agreement, all amounts then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable as provided in the Subordinated Loan Agreement.

The Borrower, for itself, its successors and assigns, hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Note.

[remainder of this page intentionally left blank]

THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the undersigned has caused this Note to be executed on the date first written above.

BOARDWALK PIPELINES, LP,
as Borrower

By: BOARDWALK OPERATING GP, LLC,
its general partner

By: BOARDWALK PIPELINE PARTNERS, LP,
its managing member

By: BOARDWALK GP, LP,
its general partner

By: BOARDWALK GP, LLC,
its general partner

By: _____
Name:
Title:

**EXHIBIT B
FORM OF NOTICE OF BORROWING**

[DATE]

Boardwalk Pipelines Holding Corp.
9 Greenway Plaza, Suite 2800
Houston, TX 77046
Attn: Corporate Secretary

Dear Sirs:

Reference is made to that certain Subordinated Loan Agreement, dated as of May 1, 2009 (the "Subordinated Loan Agreement"), among Boardwalk Pipelines, LP, a Delaware limited partnership (the "Borrower"), and Boardwalk Pipelines Holding Corp. (the "Lender"). Terms defined in the Subordinated Loan Agreement are used herein with the same meanings.

The Borrower hereby requests the following Subordinated Loan under the Subordinated Loan Agreement, and in that connection the Borrower specifies the following information with respect to such Subordinated Loan:

- (a) Principal amount of Subordinated Loan: \$[_____]
- (b) Date of Subordinated Loan: [_____]

IN WITNESS WHEREOF, the undersigned has caused this Notice of Borrowing to be executed on the date first written above.

BOARDWALK PIPELINES, LP,
as Borrower

By: BOARDWALK OPERATING GP, LLC,
its general partner

By: BOARDWALK PIPELINE PARTNERS, LP,
its managing member

By: BOARDWALK GP, LP,
its general partner

By: BOARDWALK GP, LLC,
its general partner

By: _____
Name:
Title:

\$400,000,000

AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT

Dated as of June 29, 2006

among

**BOARDWALK PIPELINES, LP,
TEXAS GAS TRANSMISSION, LLC
and
GULF SOUTH PIPELINE COMPANY, LP,
as Borrowers**

BOARDWALK PIPELINE PARTNERS, LP,

The Several Lenders and Issuers from time to time party hereto,

**WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent**

**CITIBANK, N.A.,
as Syndication Agent**

and

**JPMORGAN CHASE BANK, N.A.,
DEUTSCHE BANK SECURITIES INC.,
and
UNION BANK OF CALIFORNIA, N.A.,
as Co-Documentation Agents**

*** * ***

WACHOVIA CAPITAL MARKETS LLC

and

**CITIGROUP GLOBAL MARKETS INC.,
as Joint Lead Arrangers and Joint Book Managers**

**WEIL, GOTSHAL & MANGES LLP
767 FIFTH AVENUE
NEW YORK, NEW YORK 10153-0119**

AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT, dated as of June 29, 2006, among BOARDWALK PIPELINES, LP, a Delaware limited partnership (the “*Parent Borrower*”), TEXAS GAS TRANSMISSION, LLC, a Delaware limited liability company (“*Texas Gas*”), and GULF SOUTH PIPELINE COMPANY, LP, a Delaware limited partnership (“*Gulf South*” and, together with the Parent Borrower and Texas Gas, the “*Borrowers*”), severally as Borrowers, BOARDWALK PIPELINE PARTNERS, LP, a Delaware limited partnership (the “*MLP*”), the several banks and other financial institutions or entities from time to time party to this Agreement as lenders (the “*Lenders*”), the Issuers from time to time party to this Agreement, WACHOVIA BANK, NATIONAL ASSOCIATION, as administrative agent for the Lenders and the Issuers (in such capacity, the “*Administrative Agent*”), CITIBANK, N.A., as syndication agent (in such capacity, the “*Syndication Agent*”), JPMORGAN CHASE BANK, N.A., DEUTSCHE BANK SECURITIES INC. and UNION BANK OF CALIFORNIA, N.A., as co-documentation agents (in such capacity, the “*Co-Documentation Agents*”), and WACHOVIA CAPITAL MARKETS LLC and CITIGROUP GLOBAL MARKETS INC., as joint lead arrangers and joint book managers (each an “*Arranger*” and collectively, the “*Arrangers*”).

W I T N E S S E T H:

WHEREAS, the Parent Borrower, the MLP, the lenders and issuers party thereto, Citibank, N.A., as the administrative agent (in such capacity, the “*Existing Administrative Agent*”), Wachovia (as defined below), as syndication agent, and certain other parties thereto entered into the Revolving Credit Agreement, dated as of November 15, 2005 (as amended, supplemented or otherwise modified from time to time prior to the date hereof, the “*Existing Credit Agreement*”);

WHEREAS, the Parent Borrower has requested that the Lenders and the other parties hereto amend and restate the Existing Credit Agreement in its entirety to, among other things, increase the revolving credit commitments to \$400,000,000 and add Texas Gas and Gulf South as additional borrowers;

WHEREAS, in connection with the amendment and restatement of the Existing Credit Agreement, Wachovia has agreed to serve as the administrative agent for the Lenders and the Issuers; and

WHEREAS, the Lenders and the other parties hereto are willing to amend and restate the Existing Credit Agreement upon and subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, the parties hereto hereby agree to amend and restate the Existing Credit Agreement in its entirety as follows:

SECTION 1. DEFINITIONS

1.1 Defined Terms. As used in this Agreement, the terms listed in this *Section 1.1* shall have the respective meanings set forth in this *Section 1.1*.

“*Administrative Agent*”: as defined in the preamble hereto.

“*Affected Lender*”: as defined in *Section 2.16(a)*.

“*Affiliate*”: as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, “control” of a Person means the power, directly or indirectly, either to (a) vote 25% or more of the securities having ordinary voting power for the election of directors (or persons performing similar functions) of such

Person or (b) direct or cause the direction of the management and policies of such Person, whether by contract or otherwise.

“*Agent Affiliate*”: as defined in *Section 9.3(c) (Posting of Approved Electronic Communications)*.

“*Agents*”: the collective reference to the Administrative Agent, the Syndication Agent and the Co-Documentation Agents.

“*Agreement*”: this Amended and Restated Revolving Credit Agreement, as amended, supplemented or otherwise modified from time to time.

“*Applicable Facility Fee Rate*”: at any date of determination, with respect to each Borrower, the rate per annum corresponding to such Borrower’s Credit Rating on such date, as set forth below:

LEVEL	CREDIT RATING	APPLICABLE FACILITY FEE RATE
1	at least A- by S&P or A3 by Moody’s	0.05%
2	less than Level 1 but at least BBB+ by S&P or Baa1 by Moody’s	0.07%
3	less than Level 2 but at least BBB by S&P or Baa2 by Moody’s	0.09%
4	less than Level 3 but at least BBB- by S&P or Baa3 by Moody’s	0.11%
5	less than Level 4 or unrated by both S&P and Moody’s	0.125%

provided, however, that if at any time there is a split Credit Rating, then the Applicable Facility Fee Rate at such time will be determined by the higher of the two Credit Ratings, except that in the event that the lower of such Credit Ratings is more than one Level below the higher of such Credit Ratings, the Applicable Facility Fee Rate will be determined based on the Level that is one Level lower than the higher of such ratings; *provided, further*, that if such Borrower is unrated by one of S&P or Moody’s (other than by reason of the circumstances referred to in the definition of “Credit Rating”), then the Applicable Facility Fee Rate shall be based on the Credit Rating established by the other rating agency.

“*Applicable Lending Office*”: with respect to each Lender, its Domestic Lending Office in the case of a Base Rate Loan, and its Eurodollar Lending Office in the case of a Eurodollar Rate Loan.

“*Applicable Margin*”: at any date of determination, with respect to each Borrower and each Type of Loan, the rate per annum corresponding to such Borrower’s Credit Rating on such date, as set forth below:

LEVEL	CREDIT RATING	EURODOLLAR RATE AND LIBOR MARKET INDEX RATE MARGIN	BASE RATE MARGIN	TERM OUT PREMIUM
1	at least A- by S&P or A3 by Moody’s	0.20%	0.0%	0.25%
2	less than Level 1 but at least BBB+ by S&P or Baa1 by Moody’s	0.23%	0.0%	0.25%
3	less than Level 2 but at least BBB by S&P or Baa2 by Moody’s	0.31%	0.0%	0.25%
4	less than Level 3 but at least BBB- by S&P or Baa3 by Moody’s	0.44%	0.0%	0.25%
5	less than Level 4 or unrated by both S&P and Moody’s	0.575%	0.0%	0.25%

provided, however, that if at any time there is a split Credit Rating, then the Applicable Margin at such time will be determined by the higher of the two Credit Ratings, except that in the event that the lower of such Credit Ratings is more than one Level below the higher of such Credit Ratings, the Applicable Margin will be determined based on the Level that is one Level lower than the higher of such ratings; *provided, further*, that if such Borrower is unrated by one of S&P or Moody’s (other than by reason of the circumstances referred to in the definition of “Credit Rating”), then the Applicable Margin shall be based on the Credit Rating established by the other rating agency. In the event that the Revolving Loans are converted to Term Loans pursuant to Section 2.18 hereof, the Applicable Margin with respect to Base Rate Loans and Eurodollar Rate Loans shall automatically increase by the Term Out Premium set forth above.

“*Applicable Percentage*”: with respect to any Borrower, the percentage obtained by dividing (a) the Revolving Credit Sublimit of such Borrower by (b) the aggregate Revolving Credit Commitments (or, at any time after the Revolving Credit Termination Date, the percentage obtained by dividing the aggregate outstanding principal balance of the Revolving Credit Outstandings owing by such Borrower by the aggregate outstanding principal balance of the Revolving Credit Outstandings owing by all Borrowers).

“*Approved Electronic Communications*”: each notice, demand, communication, information, document and other material that any Loan Party is obligated to, or otherwise chooses to, provide to the Administrative Agent pursuant to any Loan Document or the transactions contemplated therein, including (a) any written Contractual Obligation delivered or required to be delivered in respect of any Loan Document or the transactions contemplated therein and (b) any financial statement, financial and other report, notice, request, certificate and other information material; *provided, however*, that, “*Approved Electronic Communication*” shall exclude (i) any Notice of Borrowing, Letter of Credit Request, Swingline Loan Request, Notice of Conversion or Continuation, and any other notice, demand, communication, information, document and other material relating to a request for a new, or a conversion of an existing, Borrowing, (ii) any notice pursuant to *Section 2.7 (Optional Prepayments)* and any other

notice relating to the payment of any principal or other amount due under any Loan Document prior to the scheduled date therefor, (iii) all notices of any Default or Event of Default and (iv) any notice, demand, communication, information, document and other material required to be delivered to satisfy any of the conditions set forth in *Section 4 (Conditions Precedent)* or *Section 2.3(a) (Letters of Credit)* or any other condition to any Borrowing or other extension of credit hereunder or any other condition precedent to the effectiveness of this Agreement.

“*Approved Electronic Platform*”: as defined in *Section 9.3 (Posting of Approved Electronic Communications)*.

“*Approved Fund*”: any Fund that is advised or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or Affiliate of an entity that administers or manages a Lender.

“*Arrangers*”: as defined in the preamble hereto.

“*Assignment and Acceptance*”: any assignment and acceptance entered into by a Lender and an Eligible Assignee, and accepted by the Administrative Agent, in substantially the form of *Exhibit D (Form of Assignment and Acceptance)*.

“*Available Cash*”: with respect to any Fiscal Quarter of the Parent Borrower ending prior to the Liquidation Date (as defined in the MLP Partnership Agreement as in effect on the date hereof): (a) the sum of (i) all cash and cash equivalents of the Parent Borrower and its Subsidiaries on hand at the end of such Fiscal Quarter, and (ii) all additional cash and cash equivalents of the Parent Borrower and its Subsidiaries on hand on the date of determination of Available Cash with respect to such Fiscal Quarter resulting from borrowings used solely for working capital purposes or to pay distributions to the MLP made pursuant to a credit facility, commercial paper facility or similar financing or other arrangement; *provided*, that when incurred it is the intent of the Parent Borrower or such Subsidiary, as applicable, to repay such borrowings within 12 months from other than additional borrowings under such facility, less (b) the amount of any cash reserves established by the Parent Borrower to (i) provide for the proper conduct of the business of the Parent Borrower and its Subsidiaries (including reserves for future capital expenditures, for anticipated future credit needs of the Parent Borrower and its Subsidiaries and for refunds of collected rates reasonably likely to be refunded as a result of a settlement or hearing relating to FERC rate proceedings) subsequent to such Fiscal Quarter, (ii) comply with applicable law or any loan agreement, security agreement, mortgage, debt instrument or other agreement or obligation to which the Parent Borrower or any of its Subsidiaries is a party or by which it is bound or its assets are subject or (iii) provide funds for distributions under Section 6.4 or 6.5 of the MLP Partnership Agreement as in effect on the date hereof in respect of any one or more of the next four Fiscal Quarters; *provided, however*, that disbursements made by the Parent Borrower and its Subsidiaries or cash reserves established, increased or reduced after the end of such Fiscal Quarter but on or before the date of determination of Available Cash with respect to such Fiscal Quarter shall be deemed to have been made, established, increased or reduced, for purposes of determining Available Cash, within such Fiscal Quarter if the Parent Borrower so determines. Notwithstanding the foregoing, “Available Cash” with respect to the Fiscal Quarter in which the Liquidation Date occurs and any subsequent Fiscal Quarter shall equal zero.

“*Available Credit*”: at any time, (a) the then effective Revolving Credit Commitments *minus* (b) the aggregate Revolving Credit Outstandings at such time.

“*Base Rate*”: for any period, a fluctuating interest rate per annum as shall be in effect from time to time, which rate per annum shall be equal at all times to the higher of the following: (a) the rate of interest announced publicly by Wachovia at its principal office in Charlotte, North Carolina, from time to time, as Wachovia’s prime rate; and (b) 0.5% per annum plus the Federal Funds Rate.

“*Base Rate Loans*”: Loans for which the applicable rate of interest is based upon the Base Rate.

“*BGL*”: Boardwalk GP, LLC, a Delaware limited liability company.

“*Board of Directors*”: with respect to any Person, either the Board of Directors (or equivalent governing body) of such Person or any committee of such Board duly authorized to act on its behalf.

“*Borrowers*”: as defined in the preamble hereto.

“*Borrower Affiliate*”: each of the MLP, the General Partner, the BGL, each Subsidiary of the MLP and each Subsidiary of the Parent Borrower.

“*Borrowing*”: a borrowing consisting of Revolving Loans made on the same day by the Lenders ratably according to their respective Revolving Credit Commitments.

“*Business Day*”: (a) for all purposes other than as covered by *clause (b)* below, a day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to close and (b) with respect to all notices and determinations in connection with, and payments of principal and interest on, Eurodollar Rate Loans, any day which is a Business Day described in *clause (a)* and which is also a day for trading by and between banks in Dollar deposits in the interbank eurodollar market.

“*Capital Lease*”: with respect to any Person, any lease of, or other arrangement conveying the right to use, property by such Person as lessee that would be accounted for as a capital lease on a balance sheet of such Person prepared in conformity with GAAP.

“*Capital Lease Obligations*”: with respect to any Person, the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP; and, for the purposes of this Agreement, the amount of such obligations at any time shall be the capitalized amount thereof at such time determined in accordance with GAAP.

“*Capital Stock*”: any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation) and any and all warrants, rights or options to purchase any of the foregoing.

“*Cash Collateral Account*”: any deposit account or securities account that is (a) established by the Administrative Agent from time to time in its sole discretion to receive cash and cash equivalents (or purchase cash or cash equivalents with funds received) from the Loan Parties or Persons acting on their behalf pursuant to the Loan Documents, (b) with such depositaries and securities intermediaries as the Administrative Agent may determine in its sole discretion, (c) in the name of the Administrative Agent (although such account may also have words referring to the Borrower and the account’s purpose), (d) under the control of the Administrative Agent and (e) in the case of a securities account, with respect to which the Administrative Agent shall be the entitlement holder (as defined in the UCC) and the only Person authorized to give entitlement orders (as defined in the UCC) with respect thereto.

“*Change of Control*”: the occurrence of any of the following events:

- (a) prior to a Public Offering, (i) any Person (or syndicate or group of Persons which are deemed a “*person*” for the purposes of Section 13(d) and Section 14(d)(2) of the Securities Exchange Act of 1934, as amended), other than the Permitted Investor, acquires more than 30% of the outstanding Voting Stock of the General Partner, or (ii) the Permitted Investor shall cease to own and control, of record and beneficially, directly or indirectly, 50% or more of the outstanding Voting Stock of the General Partner;
- (b) upon and following a Public Offering, the Permitted Investor shall cease to own and control, of record and beneficially, directly or indirectly, 50% or more of the outstanding Voting Stock of the General Partner;
- (c) during any period of twelve successive months a majority of the Persons who were directors of the General Partner at the beginning of such period or who were nominated for election by a majority of the persons who were directors of the General Partner at the beginning of such period cease (other than as a result of death or disability) to be directors of the General Partner;
- (d) the Permitted Investor shall cease to own and control, of record and beneficially, directly or indirectly, 100% of the Capital Stock of the BGL;
- (e) the BGL ceases to be the sole general partner of the General Partner;
- (f) the General Partner ceases to be the sole general partner of the MLP; or
- (g) the MLP shall cease to own and control, of record and beneficially, directly or indirectly, free of all Liens, 100% of the Capital Stock of the Parent Borrower, Texas Gas or Gulf South.

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

“*Co-Documentation Agents*”: as defined in the preamble hereto.

“*Commonly Controlled Entity*”: an entity, whether or not incorporated, that is under common control with the Parent Borrower within the meaning of Section 4001 of ERISA or is part of a group that includes the Parent Borrower and that is treated as a single employer under Section 414 of the Code.

“*Consenting Lenders*”: as defined in *Section 2.17(c)*.

“*Consolidated Assets*”: at the date of any determination thereof, the total assets of the Parent Borrower and its Subsidiaries as set forth on a consolidated balance sheet of the Parent Borrower and its Subsidiaries for their most recently completed Fiscal Quarter, prepared in accordance with GAAP.

“*Consolidated EBITDA*”: of any Person for any period, Consolidated Net Income of such Person and its Subsidiaries for such period plus, without duplication and to the extent reflected as a charge in the statement of such Consolidated Net Income for such period, the sum of (a) income tax expense, (b) consolidated interest expense, amortization or write-off of debt discount and debt issuance

costs and commissions, discounts and other fees and charges associated with Indebtedness, (c) depreciation and amortization expense, (d) amortization of intangibles (including, but not limited to, goodwill) and organization costs, (e) any extraordinary, unusual or non-recurring expenses or losses (including, whether or not otherwise includable as a separate item in the statement of such Consolidated Net Income for such period, losses on sales of assets outside of the ordinary course of business) and (f) any other non-cash charges, and *minus*, to the extent included in the statement of such Consolidated Net Income for such period, the sum of (a) interest income (except to the extent deducted in determining consolidated interest expense), (b) any extraordinary, unusual or non-recurring income or gains (including, whether or not otherwise includable as a separate item in the statement of such Consolidated Net Income for such period, gains on the sales of assets outside of the ordinary course of business) and (c) any other non-cash income, all as determined on a consolidated basis; *provided, however*, that for purposes of calculating Consolidated EBITDA of the MLP or any Borrower for any period, (i) the Consolidated EBITDA of any Person acquired by the MLP or such Borrower or any of their respective Subsidiaries during such period shall be included on a pro forma basis for such period (assuming the consummation of such acquisition and the incurrence or assumption of any Indebtedness in connection therewith occurred on the first day of such period) if the consolidated balance sheet of such acquired Person and its consolidated Subsidiaries as at the end of the period preceding the acquisition of such Person and the related consolidated statements of income and stockholders' equity and of cash flows for the period in respect of which Consolidated EBITDA is to be calculated (x) have been previously provided to the Administrative Agent and the Lenders and (y) either (1) have been reported on without a qualification arising out of the scope of the audit by independent certified public accountants of nationally recognized standing or (2) have been found acceptable by the Administrative Agent and (ii) the Consolidated EBITDA of any Person disposed of by the MLP or such Borrower or any of their respective Subsidiaries during such period shall be excluded for such period (assuming the consummation of such disposition and the repayment of any Indebtedness in connection therewith occurred on the first day of such period); *provided, further*, that for purposes of calculating compliance with the covenant contained in *Section 5*, with respect to any Material Project of any Borrower or any of their respective Subsidiaries, an amount equal to the ratable portion of Consolidated EBITDA projected for the first 12 months of operations of such Material Project shall be added to actual Consolidated EBITDA of such Borrower at the end of each Fiscal Quarter in proportion to the total expected capital costs of such Material Project that have been incurred at the end of such Fiscal Quarter (*provided, however*, that the Administrative Agent shall have received Consolidated EBITDA projections and such supporting documentation requested by it for each Material Project, in each case reasonably satisfactory to the Administrative Agent); *provided, further*, that for purposes of calculating compliance with the covenant contained in *Section 5* for the Fiscal Quarter ending June 30, 2006, Consolidated EBITDA of the MLP for the relevant period shall be deemed to equal Consolidated EBITDA of the MLP for the three consecutive Fiscal Quarters ended June 30, 2006 *plus* Consolidated EBITDA of the Parent Borrower for the Fiscal Quarter ended September 30, 2005.

“Consolidated Leverage Ratio”: with respect to any Person as of any date, the ratio of (a) Consolidated Total Debt of such Person and its Subsidiaries on such date to (b) Consolidated EBITDA of such Person and its Subsidiaries for the last four Fiscal Quarter period ending on or before such date; *provided, however*, that Consolidated Total Debt shall exclude (i) any Subordinated Loans made by the Permitted Investor or any Subsidiary thereof to the MLP or any Borrower; *provided*, that the aggregate principal amount of such excluded Subordinated Loans pursuant to this clause (i) outstanding at any time shall not exceed \$100,000,000, (ii) any Subordinated Loans made by the MLP or any Borrower to any Borrower; *provided*, that the aggregate principal amount of such excluded Subordinated Loans pursuant to this clause (ii) outstanding at any time shall not exceed \$100,000,000, and (iii) obligations of the Parent Borrower or any of its Subsidiaries under any Hybrid Securities.

“*Consolidated Net Income*”: of any Person for any period, the consolidated net income (or loss) of such Person and its Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP; *provided*, that in calculating Consolidated Net Income of the MLP or any Borrower for any period, there shall be excluded (a) the income (or deficit) of any Person accrued prior to the date it becomes a Subsidiary of the MLP or such Borrower or is merged into or consolidated with the MLP or such Borrower or any of their respective Subsidiaries, (b) the income (or deficit) of any Person (other than a Subsidiary of the MLP or such Borrower) in which the MLP or such Borrower or any of their respective Subsidiaries has an ownership interest, except to the extent that any such income is actually received by the MLP, such Borrower or such Subsidiary in the form of dividends or similar distributions and (c) the undistributed earnings of any Subsidiary of the MLP or such Borrower to the extent that the declaration or payment of dividends or similar distributions by such Subsidiary is not at the time permitted by the terms of any Contractual Obligation (other than under any Loan Document) or Requirement of Law applicable to such Subsidiary.

“*Consolidated Net Tangible Assets*”: at the date of any determination thereof, the Consolidated Assets of the Parent Borrower and its Subsidiaries after deducting therefrom: (a) all current liabilities, excluding (i) any current liabilities that by their terms are extendable or renewable at the option of the obligor thereon to a time more than 12 months after the time as of which the amount thereof is being computed, and (ii) current maturities of long-term debt; and (b) the value, net of any applicable reserves, of all goodwill, trade names, trademarks, patents and other like intangible assets, all as set forth, or on a *pro forma* basis would be set forth, on a consolidated balance sheet of the Parent Borrower and its Subsidiaries for their most recently completed Fiscal Quarter, prepared in accordance with GAAP.

“*Consolidated Total Debt*”: of any Person at any date, the aggregate principal amount of all Indebtedness of such Person at such date, determined on a consolidated basis in accordance with GAAP.

“*Constituent Documents*”: with respect to any Person, (a) the articles of incorporation, certificate of incorporation, constitution, certificate of formation or certificate of limited partnership (or the equivalent organizational documents) of such Person, (b) the by-laws, operating agreement or limited partnership agreement (or the equivalent governing documents) of such Person and (c) any document setting forth the manner of election or duties of the directors, managing members or general partner of such Person (if any) and the designation, amount or relative rights, limitations and preferences of any class or series of such Person’s Capital Stock.

“*Contractual Obligation*”: as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its Property is bound.

“*Credit Rating*”: as of any date, with respect to each Borrower, the credit rating by either Moody’s or S&P, as the case may be, for the long-term senior unsecured non-credit enhanced debt of such Borrower. For purposes of the foregoing, (a) if any credit rating established by Moody’s or S&P shall be changed, such change shall be effective as of the date on which such change is announced publicly by the rating agency making such change, (b) if Moody’s or S&P shall change the basis on which credit ratings are established by it, each reference to the Credit Rating announced by Moody’s or S&P shall refer to the then equivalent credit rating by Moody’s or S&P, as the case may be and (c) if either Moody’s or S&P shall cease to be in the business of rating corporate debt obligations, the Borrowers and the Lenders shall negotiate in good faith to amend this Agreement to reflect the unavailability of credit ratings from such rating agency and, pending the effectiveness of any such amendment, the Credit Rating shall be determined by reference to the credit rating most recently in effect prior to such cessation.

“*Default*”: any of the events specified in *Section 8.1*, whether or not any requirement for the giving of notice, the lapse of time, or both, has been satisfied.

“*Dollars*” and “*\$*”: lawful currency of the United States of America.

“*Domestic Lending Office*”: with respect to any Lender, the office of such Lender specified as its “*Domestic Lending Office*” opposite its name on *Schedule II (Applicable Lending Offices)* or on the Assignment and Acceptance by which it became a Lender or such other office of such Lender as such Lender may from time to time specify to the Parent Borrower and the Administrative Agent.

“*Domestic Person*”: any “*United States person*” under and as defined in Section 7701(a)(30) of the Code.

“*Effective Date*”: the date on which the conditions precedent set forth in *Section 4.1* shall have been satisfied, which date is June 29, 2006.

“*Eligible Assignee*”: (a) a Lender or an Affiliate or Approved Fund of any Lender, (b) a commercial bank having total assets in excess of \$5,000,000,000, (c) a finance company, insurance company or any other financial institution or Fund, in each case reasonably acceptable to the Administrative Agent and regularly engaged in making, purchasing or investing in loans and having a net worth, determined in accordance with GAAP, in excess of \$250,000,000 (or, to the extent net worth is less than such amount, a finance company, insurance company, other financial institution or Fund, reasonably acceptable to the Administrative Agent and the Parent Borrower) or (d) a savings and loan association or savings bank organized under the laws of the United States or any State thereof having a net worth, determined in accordance with GAAP, in excess of \$250,000,000.

“*Environmental Laws*”: any and all laws, rules, orders, regulations, statutes, ordinances, guidelines, codes, decrees, or other legally enforceable requirements (including, without limitation, common law) of any international authority, foreign government, the United States, or any state, local, municipal or other governmental authority, regulating, relating to or imposing liability or standards of conduct concerning protection of the environment or of human health, or employee health and safety, as has been, is now, or may at any time hereafter be, in effect.

“*Environmental Permits*”: any and all permits, licenses, approvals, registrations, notifications, exemptions and other authorizations required under any Environmental Law.

“*ERISA*”: the Employee Retirement Income Security Act of 1974, as amended from time to time.

“*Eurocurrency Reserve Requirements*”: for any day, the aggregate (without duplication) of the maximum rates (expressed as a decimal fraction) of reserve requirements in effect on such day (including, without limitation, basic, supplemental, marginal and emergency reserves) under any regulations of the Federal Reserve Board or other Governmental Authority having jurisdiction with respect thereto dealing with reserve requirements prescribed for eurocurrency funding (currently referred to as “*Eurocurrency Liabilities*” in Regulation D of the Federal Reserve Board) maintained by a member bank of the Federal Reserve System.

“*Eurodollar Base Rate*”: with respect to any Interest Period for any Eurodollar Rate Loan, the rate determined by the Administrative Agent to be the offered rate for deposits in Dollars for the applicable Interest Period appearing on the Dow Jones Markets Telerate Page 3750 as of 11:00 a.m., London time, on the second full Business Day next preceding the first day of each Interest Period. In the

event that such rate does not appear on the Dow Jones Markets Telerate Page 3750 (or otherwise on the Dow Jones Markets screen), the Eurodollar Base Rate for the purposes of this definition shall be determined by reference to such other comparable publicly available service for displaying eurodollar rates as may be selected by the Administrative Agent.

“*Eurodollar Lending Office*”: means, with respect to any Lender, the office of such Lender specified as its “*Eurodollar Lending Office*” opposite its name on *Schedule II (Applicable Lending Offices)* or on the Assignment and Acceptance by which it became a Lender (or, if no such office is specified, its Domestic Lending Office) or such other office of such Lender as such Lender may from time to time specify to the Parent Borrower and the Administrative Agent.

“*Eurodollar Rate*”: with respect to any Interest Period for any Eurodollar Rate Loan, an interest rate per annum equal to the rate per annum obtained by dividing (a) the Eurodollar Base Rate by (b)(i) a percentage equal to 100% *minus* (ii) the reserve percentage applicable two Business Days before the first day of such Interest Period under regulations issued from time to time by the Federal Reserve Board for determining the maximum reserve requirement (including any emergency, supplemental or other marginal reserve requirement) for a member bank of the Federal Reserve System in New York City with respect to liabilities or assets consisting of or including Eurocurrency Reserve Requirements (or with respect to any other category of liabilities that includes deposits by reference to which the Eurodollar Rate is determined) having a term equal to such Interest Period.

“*Eurodollar Rate Loans*”: Loans for which the applicable rate of interest is based upon the Eurodollar Rate.

“*Event of Default*”: any of the events specified in *Section 8.1*, provided that any requirement for the giving of notice, the lapse of time, or both, has been satisfied.

“*Existing Administrative Agent*”: as defined in the recitals hereto.

“*Existing Credit Agreement*”: as defined in the recitals hereto.

“*Existing Lenders*”: the “Lenders” under and as defined in the Existing Credit Agreement.

“*Existing Maturity Date*”: as defined in *Section 2.17(a)*.

“*Existing Revolving Credit Commitments*”: the “Revolving Credit Commitments” under and as defined in the Existing Credit Agreement.

“*Existing Revolving Loans*”: the “Revolving Loans” under and as defined in the Existing Credit Agreement.

“*Extended Maturity Date*”: as at any date, the date to which the Scheduled Maturity Date has then most recently been extended pursuant to *Section 2.17*.

“*Facility*”: the Revolving Credit Commitments, the Loans made hereunder and the provisions herein related to the Letters of Credit.

“*Facility Fee*”: as defined in *Section 2.11(a)*.

“*Federal Funds Rate*”: for any period, a fluctuating interest rate per annum equal for each day during such period to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published for such day (or, if such day is not a Business Day, for the next preceding Business Day) by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average of the quotations for such day on such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by it.

“*Federal Reserve Board*”: the Board of Governors of the United States Federal Reserve System, or any successor thereto.

“*Fee Letters*”: (a) the letter dated June 8, 2006 addressed to the Parent Borrower from Wachovia Capital Markets, LLC (“*WCM*”) and Wachovia and accepted by the Parent Borrower on June 8, 2006, with respect to certain fees to be paid from time to time to WCM and Wachovia and (b) the letter dated June 8, 2006 addressed to the Parent Borrower from Citigroup Global Markets Inc. (“*CGMI*”) and accepted by the Parent Borrower on June 8, 2006, with respect to certain fees to be paid from time to time to CGMI.

“*FERC*”: the Federal Energy Regulatory Commission, or any successor thereto.

“*Final Maturity Date*”: if the Revolving Loans are converted to Term Loans pursuant to Section 2.18, then with respect to any Term Loan, the date that is one year from the then current Scheduled Maturity Date as of the time of such conversion.

“*First Extension Option*”: as defined in *Section 2.17(a)*.

“*Fiscal Quarter*”: each of the three month periods ending on March 31, June 30, September 30 and December 31.

“*Fiscal Year*”: the twelve month period ending on December 31.

“*Fund*”: any Person (other than a natural Person) that is or will be engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business.

“*GAAP*”: generally accepted accounting principles in the United States of America as in effect from time to time.

“*General Partner*”: Boardwalk GP, LP, a Delaware limited partnership.

“*Governmental Authority*”: any nation or government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

“*Guarantee Obligation*”: as to any Person (the “*guaranteeing person*”), any obligation of (a) the guaranteeing person or (b) another Person (including, without limitation, any bank under any letter of credit), if to induce the creation of such obligation of such other Person the guaranteeing person has issued a reimbursement, counterindemnity or similar obligation, in either case guaranteeing or in effect guaranteeing any Indebtedness, leases, dividends or other obligations (the “*primary obligations*”) of any other third Person (the “*primary obligor*”) in any manner, whether directly or indirectly, including, without limitation, any obligation of the guaranteeing person, whether or not contingent, (i) to purchase

any such primary obligation or any Property constituting direct or indirect security therefor, (ii) to advance or supply funds (1) for the purchase or payment of any such primary obligation or (2) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase Property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the owner of any such primary obligation against loss in respect thereof; *provided, however*, that the term Guarantee Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business. The amount of any Guarantee Obligation of any guaranteeing person shall be deemed to be the lower of (a) an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guarantee Obligation is made and (b) the maximum amount for which such guaranteeing person may be liable pursuant to the terms of the instrument embodying such Guarantee Obligation, unless such primary obligation and the maximum amount for which such guaranteeing person may be liable are not stated or determinable, in which case the amount of such Guarantee Obligation shall be such guaranteeing person's maximum reasonably anticipated liability in respect thereof as determined by the Parent Borrower in good faith.

“*Guaranty*”: the amended and restated guaranty, in substantially the form of *Exhibit G (Form of Guaranty)*, executed by the MLP.

“*Gulf South*”: as defined in the preamble hereto.

“*Hedge Agreements*”: all interest rate or currency swaps, caps or collar agreements, foreign exchange agreements, commodity contracts or similar arrangements entered into by the Parent Borrower or its Subsidiaries providing for protection against fluctuations in interest rates, currency exchange rates, commodity prices or the exchange of nominal interest obligations, either generally or under specific contingencies.

“*Hybrid Security*”: any hybrid preferred securities consisting of trust preferred securities or deferrable interest subordinated debt securities with maturities of at least 20 years issued by wholly owned special purpose entities that are Subsidiaries of the Parent Borrower.

“*Incremental Credit Extension Date*”: as defined in *Section 2.1(b) (Incremental Credit Extensions)*.

“*Indebtedness*”: of any Person at any date, without duplication, (a) all indebtedness of such Person for borrowed money, (b) all obligations of such Person for the deferred purchase price of Property or services (other than trade payables incurred in the ordinary course of such Person's business), (c) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments, (d) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to Property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such Property), (e) all Capital Lease Obligations of such Person, (f) all obligations of such Person, contingent or otherwise, as an account party or applicant under acceptance, letter of credit or similar facilities, (g) all obligations of such Person, contingent or otherwise, to purchase, redeem, retire or otherwise acquire for value any Capital Stock of such Person, (h) all Guarantee Obligations of such Person in respect of obligations of the kind referred to in *clauses (a) through (g)* above; (i) all obligations of the kind referred to in *clauses (a) through (h)* above secured by (or for which the holder of such obligation has an existing right, contingent or otherwise, to be secured by) any Lien on Property (including, without limitation, accounts and contract rights) owned by such Person, whether or not such Person has assumed or become liable for the payment

of such obligation and (j) for the purposes of *Section 8.1(e)* only, all obligations of such Person in respect of Hedge Agreements.

“*Indemnified Matter*”: as defined in *Section 10.4 (Indemnities)*.

“*Indemnitee*”: as defined in *Section 10.4 (Indemnities)*.

“*Insolvency*”: with respect to any Multiemployer Plan, the condition that such Plan is insolvent within the meaning of Section 4245 of ERISA, and in such context “*Insolvent*” shall have a correlative meaning.

“*Interest Period*”: as to any Eurodollar Rate Loan, (a) initially, the period commencing on the borrowing or conversion date, as the case may be, with respect to such Eurodollar Rate Loan and ending one, two, three or six months thereafter, as selected by the applicable Borrower in its Notice of Borrowing or Notice of Conversion or Continuation, as the case may be, given with respect thereto; and (b) thereafter, each period commencing on the last day of the next preceding Interest Period applicable to such Eurodollar Rate Loan and ending one, two, three or six months thereafter, as selected by the applicable Borrower in its Notice of Conversion or Continuation given to the Administrative Agent not less than three Business Days prior to the last day of the then current Interest Period with respect thereto; *provided that*, all of the foregoing provisions relating to Interest Periods are subject to the following:

(i) if any Interest Period would otherwise end on a day that is not a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless the result of such extension would be to carry such Interest Period into another calendar month in which event such Interest Period shall end on the immediately preceding Business Day;

(ii) any Interest Period that would otherwise extend beyond the date final payment is due on the Loans, shall end on such due date, as applicable;

(iii) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the calendar month at the end of such Interest Period; and

(iv) there shall be outstanding at any one time no more than five Interest Periods in the aggregate.

“*Investment*”: with respect to any Person, (a) any purchase or other acquisition by such Person of (i) any Security issued by, (ii) a beneficial interest in any Security issued by, or (iii) any other equity ownership interest in, any other Person, (b) any loan, advance (other than deposits with financial institutions available for withdrawal on demand, prepaid expenses, accounts receivable and similar items made or incurred in the ordinary course of business as presently conducted) or capital contribution by such Person to any other Person, including all Indebtedness of any other Person to such Person arising from a sale of property by such Person other than in the ordinary course of its business and (c) any Guarantee Obligation incurred by such Person in respect of Indebtedness of any other Person.

“*Issue*”: with respect to any Letter of Credit, to issue, extend the expiry of, renew or increase the maximum face amount (including by deleting or reducing any scheduled decrease in such maximum face amount) of, such Letter of Credit. The terms “*Issued*” and “*Issuance*” shall have a corresponding meaning.

“*Issuer*”: Wachovia and each other Lender or Affiliate of a Lender that (a) is listed on the signature pages hereof as an “*Issuer*” or (b) hereafter becomes an Issuer with the approval of the Administrative Agent and the Parent Borrower by agreeing pursuant to an agreement with and in form and substance satisfactory to the Administrative Agent and the Parent Borrower to be bound by the terms hereof applicable to Issuers.

“*Joint Venture*”: any Person, other than an individual or a Wholly Owned Subsidiary of the Parent Borrower, in which the Parent Borrower or a Subsidiary of the Parent Borrower holds or acquires an ownership interest (whether by way of capital stock, partnership or limited liability company interest, or other evidence of ownership).

“*Lenders*”: as defined in the preamble hereto. Unless the context otherwise requires, the term “*Lenders*” includes the Swingline Lender.

“*Letter of Credit*”: any letter of credit Issued pursuant to *Section 2.3 (Letters of Credit)*.

“*Letter of Credit Obligations*”: with respect to each Borrower at any time, the aggregate of all liabilities at such time of such Borrower to all Issuers with respect to Letters of Credit Issued for the account of such Borrower, whether or not any such liability is contingent, including, without duplication, the sum of (a) such Borrower’s Reimbursement Obligations at such time and (b) such Borrower’s Letter of Credit Undrawn Amounts at such time.

“*Letter of Credit Reimbursement Agreement*” as defined in *Section 2.3(a)(vi) (Letters of Credit)*.

“*Letter of Credit Request*”: as defined in *Section 2.3(c) (Letters of Credit)*.

“*Letter of Credit Undrawn Amounts*”: with respect to each Borrower at any time, the aggregate undrawn face amount of all Letters of Credit Issued for the account of such Borrower and outstanding at such time.

“*LIBOR Market Index Rate*”: for any day, the rate for one month deposits in Dollars appearing on the Dow Jones Markets Telerate Page 3750 as of 11:00 a.m., London time, for such day or, if such day is not a Business Day, the immediately preceding Business Day. In the event that such rate does not appear on the Dow Jones Markets Telerate Page 3750 (or otherwise on the Dow Jones Markets screen), the LIBOR Market Index Rate for the purposes of this definition shall be determined by reference to such other comparable publicly available service for displaying eurodollar rates as may be selected by the Administrative Agent.

“*Lien*”: any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge or other security interest or any preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement and any capital lease having substantially the same economic effect as any of the foregoing).

“*LMIR Loan*”: Swingline Loans for which the applicable rate of interest is based upon the LIBOR Market Index Rate.

“*Loan*”: any loan (including Revolving Loans, Swingline Loans and Term Loans, if any) made by any Lender pursuant to this Agreement.

“*Loan Documents*”: this Agreement, the Revolving Credit Notes, the Guaranty, the Fee Letters, each Letter of Credit Reimbursement Agreement and each other agreement, document, instrument or certificate executed by any Borrower or any other Loan Party in connection with any of the foregoing which the Administrative Agent and the Parent Borrower designate as a “*Loan Document*”.

“*Loan Parties*”: each of the Borrowers and the MLP.

“*Material Adverse Effect*”: a material adverse effect on (a) the business, assets, liabilities, operations or condition (financial or otherwise) of the MLP and its Subsidiaries taken as a whole, (b) the ability of any Loan Party to perform its obligations under this Agreement or any other Loan Document, or (c) the ability of the Administrative Agent, the Lenders or the Issuers to enforce this Agreement or any other Loan Document.

“*Material Project*”: any capital expansion project of any Borrower or any of their respective Subsidiaries in connection with which multi-year customer contracts reasonably satisfactory to the Administrative Agent have been entered into prior to the commencement of construction and the aggregate capital cost of which exceeds \$20,000,000.

“*MLP*”: as defined in the preamble hereto.

“*MLP Partnership Agreement*”: the First Amended and Restated Agreement of Limited Partnership of Boardwalk Pipeline Partners, LP, dated as of November 15, 2005, by and between the General Partner, as the general partner, and Boardwalk Pipelines Holding Corp., as the organizational limited partner, together with any other Persons who become parties thereto as provided therein.

“*Moody’s*”: Moody’s Investors Services, Inc.

“*Multiemployer Plan*”: a Plan that is a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

“*Nominee*”: as defined in *Section 2.17(e)*.

“*Non-Consenting Lender*”: as defined in *Section 2.17(c)*.

“*Non-Funding Lender*”: as defined in *Section 2.2(d)*.

“*Non-U.S. Lender*”: each Lender or Issuer (or the Administrative Agent) that is a Non-U.S. Person.

“*Non-U.S. Person*”: any Person that is not a Domestic Person.

“*Notice of Borrowing*”: as defined in *Section 2.2(a)*.

“*Notice of Conversion or Continuation*”: as defined in *Section 2.10(a)*.

“*Notice of Extension*”: as defined in *Section 2.17(a)*.

“*Obligations*”: the unpaid principal of and interest on (including, without limitation, interest accruing after the maturity of the Loans and the Letter of Credit Obligations and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to any Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) the Loans, the Letter of Credit Obligations and all other obligations and

liabilities of the Borrowers to the Administrative Agent, to any Issuer or to any Lender, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, this Agreement, any other Loan Document, or any other document made, delivered or given in connection herewith or therewith, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses (including, without limitation, all fees, charges and disbursements of counsel to the Administrative Agent, to any Issuer or to any Lender that are required to be paid by the Borrowers pursuant hereto) or otherwise, and all obligations of the Borrowers under any Loan Document to provide cash collateral for any Letter of Credit Obligation. Unless otherwise specified in any Loan Document, the Obligations shall be several but not joint obligations of each Borrower.

“*Other Taxes*”: as defined in *Section 2.15(b)*.

“*Parent Borrower*”: as defined in the preamble hereto.

“*Patriot Act*”: the USA Patriot Act of 2001 (31 U.S.C. 5318 *et seq.*).

“*PBGC*”: the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA (or any successor).

“*Permitted Investor*”: Loews Corporation, a Delaware corporation, and its Wholly Owned Subsidiaries.

“*Person*”: an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

“*Plan*”: at a particular time, any employee benefit plan that is covered by Title IV of ERISA or Section 412 of the Code and in respect of which the Parent Borrower or a Commonly Controlled Entity is (or, if such plan were terminated at such time, would under Section 4069 of ERISA be deemed to be) an “employer” as defined in Section 3(5) of ERISA.

“*Property*”: any right or interest in or to property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible, including, without limitation, Capital Stock.

“*Public Offering*”: the first underwritten public offering by the General Partner of its Capital Stock after the Effective Date pursuant to a registration statement filed with the SEC in accordance with the Securities Exchange Act of 1933, as amended, with gross proceeds in excess of \$50,000,000.

“*Purchasing Lender*”: as defined in *Section 10.7 (Sharing of Payments, Etc.)*.

“*Qualified Acquisition*”: any acquisition by the Parent Borrower or any of its Subsidiaries of all or substantially all of the assets or Capital Stock of any Person or any operating division thereof, or the merger of any Person with or into the Parent Borrower or any Subsidiary of the Parent Borrower (and, in the case of a merger with any Borrower, with such Borrower being the surviving corporation), subject to the satisfaction of each of the following conditions:

- (a) the Administrative Agent shall have received at least 10 days’ prior written notice of such proposed acquisition, which notice shall include, without limitation, a reasonably detailed description of such proposed acquisition;

(b) such proposed acquisition shall only involve those assets of a business of the type engaged in by the Parent Borrower and its Subsidiaries as of the Effective Date and reasonable extensions thereof;

(c) such proposed acquisition shall be consensual and shall have been approved by such Person's Board of Directors;

(d) the aggregate purchase price for such proposed acquisition, together with all other acquisitions in any rolling 12-month period that satisfies the requirements of a "Qualified Acquisition" (other than this *clause (d)*), shall be not less than \$100,000,000;

(e) on or prior to the date of such proposed acquisition, the Administrative Agent shall have received copies of the acquisition agreement, related Contractual Obligations and instruments and such other financial information, financial analysis, documentation or other information relating to such proposed acquisition as the Administrative Agent or any Lender shall reasonably request;

(f) at the time of such proposed acquisition and after giving effect thereto, (i) no Default or Event of Default shall have occurred and be continuing, (ii) the MLP and each Borrower shall be in *pro forma* compliance with the financial covenant contained in *Section 5* (after giving effect to the *proviso* in *Section 5*), in each case determined as of the last day of the most recently ended Fiscal Quarter of the MLP and such Borrower for which financial statements have been delivered to the Administrative Agent pursuant to *Sections 6.1(a)* or *(b)*, as applicable, and (iii) all representations and warranties contained in *Section 3* and in the other Loan Documents shall be true and correct in all material respects; and

(g) the Parent Borrower shall have delivered to the Administrative Agent a certificate of a Responsible Officer certifying compliance with each of the foregoing and containing all supporting information necessary for determining such compliance.

"*Ratable Portion*" or (other than in the expression "*equally and ratably*") "*ratably*": with respect to any Lender, the percentage obtained by dividing (a) the Revolving Credit Commitment of such Lender by (b) the aggregate Revolving Credit Commitments of all Lenders (or, at any time after the Revolving Credit Termination Date, the percentage obtained by dividing the aggregate outstanding principal balance of the Revolving Credit Outstandings owing to such Lender by the aggregate outstanding principal balance of the Revolving Credit Outstandings owing to all Lenders).

"*Register*": as defined in *Section 2.6(b)*.

"*Reimbursement Date*": as defined in *Section 2.3(h) (Letters of Credit)*.

"*Reimbursement Obligations*": with respect to each Borrower, as and when matured, the obligation of such Borrower to pay, on the date payment is made or scheduled to be made to the beneficiary under each Letter of Credit (or at such other date as may be specified herein or in the applicable Letter of Credit Reimbursement Agreement), and in Dollars, all amounts of each draft and other request for payments drawn under Letters of Credit Issued for the account of such Borrower, and all other matured reimbursement or repayment obligations of such Borrower to any Issuer with respect to amounts drawn under Letters of Credit Issued for the account of such Borrower.

"*Reorganization*": with respect to any Multiemployer Plan, the condition that such plan is in reorganization within the meaning of Section 4241 of ERISA.

“*Reportable Event*”: any of the events set forth in Section 4043(c) of ERISA, other than those events as to which the thirty day notice period is waived under subsections .27, .28, .29, .30, .31, .32, .34 or .35 of PBGC Reg. § 4043.

“*Required Lenders*”: at any time, the holders of more than 50% of the aggregate amount of the Revolving Credit Commitments or, after the Revolving Credit Termination Date, more than 50% of the aggregate Revolving Credit Outstandings; *provided*, that at any time during the Term Out Period the term “*Required Lenders*” shall mean Lenders holding more than 50% of the aggregate unpaid principal amount of the outstanding Term Loans. A Non-Funding Lender shall not be included in the calculation of “*Required Lenders*.”

“*Requirement of Law*”: as to any Person, the Constituent Documents of such Person, and any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its Property or to which such Person or any of its Property is subject.

“*Responsible Officer*”: the chief executive officer, president, chief financial officer or other principal executive officer of any Borrower or the MLP (or of their respective general partners), as applicable, but in any event, with respect to financial matters, the chief financial officer of any Borrower or the MLP (or of their respective general partners), as applicable.

“*Restricted Payment*”: any dividend or other distribution (whether in cash, securities or other property) with respect to any Capital Stock in the Parent Borrower or any Subsidiary, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such equity interests in the Parent Borrower or any Subsidiary, or any option, warrant or other right to acquire any such equity interests in the Parent Borrower or any Subsidiary.

“*Revolving Credit Commitment*”: with respect to each Lender, the commitment of such Lender to make Revolving Loans and acquire interests in other Revolving Credit Outstandings in the aggregate principal amount outstanding not to exceed the amount set forth opposite such Lender’s name on *Schedule I (Revolving Credit Commitments)* under the caption “*Revolving Credit Commitment*,” as amended to reflect each Assignment and Acceptance executed by such Lender and as such amount may be increased by any Revolving Credit Commitment Increase or reduced pursuant to this Agreement. The aggregate amount of Revolving Credit Commitments on the Effective Date is \$400,000,000.

“*Revolving Credit Commitment Increase*”: as defined in *Section 2.1(b) (Incremental Credit Extensions)*.

“*Revolving Credit Note*”: a promissory note of the Borrowers payable to the order of any Lender in a principal amount equal to the amount of such Lender’s Revolving Credit Commitment evidencing the aggregate Indebtedness of the Borrowers to such Lender resulting from the Revolving Loans owing to such Lender.

“*Revolving Credit Outstandings*”: with respect to each Borrower, (a) at any particular time prior to the Term Out Period, the sum of (i) the principal amount of the Revolving Loans made to such Borrower outstanding at such time, (ii) such Borrower’s Letter of Credit Obligations outstanding at such time and (iii) the principal amount of the Swingline Loans made to such Borrower outstanding at such time and (b) at any time during the Term Out Period, the principal amount of the Term Loans made to or converted by such Borrower outstanding at such time.

“*Revolving Credit Sublimit*”: initially, with respect to each Borrower, the amount set forth opposite such Borrower’s name below:

BORROWER	REVOLVING CREDIT SUBLIMIT
Parent Borrower	\$50,000,000
Texas Gas	\$50,000,000
Gulf South	\$300,000,000

The Parent Borrower may adjust the Revolving Credit Sublimit for each Borrower from time to time upon 3 Business Days’ prior written notice to the Administrative Agent; *provided, however*, that, except as otherwise provided in the following proviso in connection with a Revolving Credit Commitment Increase, (a) the Parent Borrower’s Revolving Credit Sublimit shall not exceed \$150,000,000, (b) Texas Gas’ Revolving Credit Sublimit shall not exceed \$400,000,000, (c) Gulf South’s Revolving Credit Sublimit shall not exceed \$400,000,000 and (d) the aggregate Revolving Credit Sublimits for all Borrowers shall not exceed the then effective Revolving Credit Commitments; *provided, further*, that each Revolving Credit Commitment Increase shall increase the maximum Revolving Credit Sublimit for each Borrower in the preceding proviso ratably in accordance with their respective maximum Revolving Credit Sublimits immediately prior to such Revolving Credit Commitment Increase.

“*Revolving Credit Termination Date*”: the earliest of (a) the Scheduled Maturity Date, (b) the date of termination of all of the Revolving Credit Commitments pursuant to *Section 2.5(a) (Reduction and Termination of the Revolving Credit Commitments; Repayment of Loans)* and (c) the date on which the Obligations become due and payable pursuant to *Section 8.1*.

“*Revolving Loan*”: as defined in *Section 2.1(a) (The Revolving Credit Commitments)*.

“*Scheduled Maturity Date*”: the later of (a) June 29, 2011 and (b) the then current Extended Maturity Date, if applicable.

“*SEC*”: the Securities and Exchange Commission (or successors thereto or an analogous Governmental Authority).

“*Second Extension Option*”: as defined in *Section 2.17(a)*.

“*Security*”: any Capital Stock, voting trust certificate, bond, debenture, note or other evidence of Indebtedness, whether secured, unsecured, convertible or subordinated, or any certificate of interest, share or participation in, any temporary or interim certificate for the purchase or acquisition of, or any right to subscribe to, purchase or acquire, any of the foregoing, but shall not include any evidence of the Obligations.

“*Selling Lender*”: as defined in *Section 10.7 (Sharing of Payments, Etc.)*.

“*Single Employer Plan*”: any Plan that is covered by Title IV of ERISA, but which is not a Multiemployer Plan.

“*Solvent*”: with respect to any Person, as of any date of determination, (a) the amount of the “*present fair saleable value*” of the assets of such Person will, as of such date, exceed the amount of all “*liabilities of such Person, contingent or otherwise*”, as of such date, as such quoted terms are determined in accordance with applicable federal and state laws governing determinations of the insolvency of debtors, (b) the present fair saleable value of the assets of such Person will, as of such date, be greater than the amount that will be required to pay the liability of such Person on its debts as such debts become absolute and matured, (c) such Person will not have, as of such date, an unreasonably small amount of capital with which to conduct its business, and (d) such Person will be able to pay its debts as they mature. For purposes of this definition, (i) “*debt*” means liability on a “*claim*”, and (ii) “*claim*” means any (x) right to payment, whether or not such a right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured or (y) right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured or unmatured, disputed, undisputed, secured or unsecured.

“*Special Purpose Vehicle*”: any special purpose funding vehicle identified as such in writing by any Lender to the Administrative Agent.

“*S&P*”: Standard & Poor’s Rating Services.

“*Standby Letter of Credit*”: any letter of credit issued to support an obligation of a Person and which may be drawn on only upon the failure of such Person to perform such obligation or other contingency.

“*Subordinated Loans*”: any Indebtedness that is subordinated to the payment in full of the Obligations on terms and conditions satisfactory to the Administrative Agent.

“*Subsidiary*”: as to any Person, a corporation, partnership, limited liability company or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the Board of Directors or other managers of such corporation, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise qualified, all references to a “*Subsidiary*” or to “*Subsidiaries*” in this Agreement shall refer to a Subsidiary or Subsidiaries of the Parent Borrower.

“*Subsidiary Borrowers*”: Texas Gas and Gulf South.

“*Substitute Institution*”: as defined in *Section 2.16(a)*.

“*Substitution Notice*”: as defined in *Section 2.16(a)*.

“*Swingline Lender*”: Wachovia Bank, National Association, in its capacity as the lender of Swingline Loans hereunder.

“*Swingline Loan*”: a Loan made pursuant to *Section 2.4*.

“*Swingline Loan Request*”: as defined in *Section 2.4(b)*.

“*Swingline Loan Sublimit*”: \$40,000,000.

“*Syndication Agent*”: as defined in the preamble hereto.

“*Taxes*”: as defined in *Section 2.15(a)*.

“*Term Out Period*”: as defined in *Section 2.18(a)*.

“*Texas Gas*”: as defined in the preamble hereto.

“*Type*”: as to any Loan, its nature as a Base Rate Loan, a Eurodollar Rate Loan or a LMIR Loan.

“*UCC*”: the Uniform Commercial Code as from time to time in effect in the State of New York.

“*U.S. Lender*”: each Lender or Issuer (or the Administrative Agent) that is a Domestic Person.

“*Utilization Fee*”: as defined in *Section 2.11(b)*.

“*Utilization Fee Rate*”: at any date of determination, with respect to each Borrower, the rate per annum corresponding to such Borrower’s Credit Rating on such date, as set forth below:

LEVEL	CREDIT RATING	UTILIZATION FEE RATE
1	at least A- by S&P or A3 by Moody’s	0.05%
2	less than Level 1 but at least BBB+ by S&P or Baa1 by Moody’s	0.05%
3	less than Level 2 but at least BBB by S&P or Baa2 by Moody’s	0.05%
4	less than Level 3 but at least BBB- by S&P or Baa3 by Moody’s	0.10%
5	less than Level 4 or unrated by both S&P and Moody’s	0.10%

provided, however, that if at any time there is a split Credit Rating, then the Utilization Fee Rate at such time will be determined by the higher of the two Credit Ratings, except that in the event that the lower of such Credit Ratings is more than one Level below the higher of such Credit Ratings, the Utilization Fee Rate will be determined based on the Level that is one Level lower than the higher of such ratings; *provided, further*, that if such Borrower is unrated by one of S&P or Moody’s (other than by reason of the circumstances referred to in the definition of “Credit Rating”), then the Utilization Fee Rate shall be based on the Credit Rating established by the other rating agency.

“*Voting Stock*”: Capital Stock of any Person having ordinary power to vote in the election of members of the Board of Directors, managers, trustees or other controlling Persons, of such Person, or its managing member or general partner (or managing general partner if there is more than one

general partner) (irrespective of whether, at the time, Capital Stock of any other class or classes of such entity shall have or might have voting power by reason of the happening of any contingency).

“*Wachovia*”: Wachovia Bank, National Association, a national banking association.

“*Wholly Owned Subsidiary*”: as to any Person, any other Person all of the Capital Stock of which (other than directors’ qualifying shares required by law) is owned by such Person directly and/or through other Wholly Owned Subsidiaries.

1.2 Other Definitional Provisions. (a) Unless otherwise specified therein, all terms defined in this Agreement shall have the defined meanings when used in the other Loan Documents or any certificate or other document made or delivered pursuant hereto or thereto.

(b) The words “*hereof*”, “*herein*” and “*hereunder*” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(c) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(d) All calculations of financial ratios set forth in *Section 5* shall be calculated to the same number of decimal places as the relevant ratios are expressed in and shall be rounded upward if the number in the decimal place immediately following the last calculated decimal place is five or greater.

(e) The terms “Lender”, “Issuer” and “Administrative Agent” shall include, without limitation, their respective successors.

(f) Upon the appointment of any successor Administrative Agent pursuant to *Section 9.7*, references to Wachovia in *Section 9.4* and to Wachovia in the definitions of Base Rate and Eurodollar Base Rate shall be deemed to refer to the financial institution then acting as the Administrative Agent or one of its Affiliates if it so designates.

1.3 Accounting Terms and Principles.

(a) Except as set forth below, all accounting terms not specifically defined herein shall be construed in conformity with GAAP and all accounting determinations required to be made pursuant hereto (including for purpose of measuring compliance with *Section 5*) shall, unless expressly otherwise provided herein, be made in conformity with GAAP.

(b) If any change in the accounting principles used in the preparation of the most recent financial statements referred to in *Section 6.1* is hereafter required or permitted by the rules, regulations, pronouncements and opinions of the Financial Accounting Standards Board or the American Institute of Certified Public Accountants (or any successors thereto) and such change is adopted by the Parent Borrower with the agreement of the Parent Borrower’s independent certified public accountants and results in a change in any of the calculations required by *Sections 5* or *7* that would not have resulted had such accounting change not occurred, the parties hereto agree to enter into negotiations in order to amend such provisions so as to equitably reflect such change such that the criteria for evaluating compliance with such covenants by the Parent Borrower shall be the same after such change as if such change had not been made; *provided, however*, that no change in GAAP that would affect a calculation

that measures compliance with any covenant contained in *Sections 5 or 7* shall be given effect until such provisions are amended to reflect such changes in GAAP.

SECTION 2. AMOUNT AND TERMS OF COMMITMENTS

2.1 The Commitments.

(a) *The Revolving Credit Commitments.* On the terms and subject to the conditions contained in this Agreement, each Lender severally agrees (i) to make loans in Dollars (each a “*Revolving Loan*”) to the Borrowers from time to time on any Business Day during the period from the Effective Date until the Revolving Credit Termination Date in an aggregate principal amount at any time outstanding for all such loans by such Lender not to exceed such Lender’s Revolving Credit Commitment; *provided, however*, that at no time shall any Lender be obligated to make a Revolving Loan in excess of such Lender’s Ratable Portion of the Available Credit; *provided, further*, that after giving effect to such Revolving Loan, (A) each Borrower’s Revolving Credit Outstandings shall not exceed its Revolving Credit Sublimit and (B) the aggregate Revolving Credit Outstandings shall not exceed the then effective Revolving Credit Commitments, and (ii) at the election of the Parent Borrower, to convert the principal amount of any Revolving Loans remaining outstanding on the Scheduled Maturity Date to Term Loans pursuant to *Section 2.18*. Within the limits of the Revolving Credit Commitment of each Lender, amounts of Revolving Loans repaid may be reborrowed under this *Section 2.1*.

(b) *Incremental Credit Extensions.* (i) The Borrowers may from time to time after the Effective Date request one or more increases in the Revolving Credit Commitments (each, a “*Revolving Credit Commitment Increase*”); *provided, however*, that (A) the aggregate amount of all Revolving Credit Commitment Increases shall not exceed \$300,000,000 and (B) each Revolving Credit Commitment Increase shall be in an amount not less than \$20,000,000. Nothing in this Agreement shall be construed to obligate the Administrative Agent, any other Agent, any Arranger or any Lender to negotiate for (whether or not in good faith), solicit, provide or commit to provide any Revolving Credit Commitment Increase. The Administrative Agent shall promptly notify each Lender of each proposed Revolving Credit Commitment Increase. Each such Lender (and each of their Affiliates and Approved Funds) may, in its sole discretion, commit to participate in such Revolving Credit Commitment Increase by forwarding its commitment therefor to the Administrative Agent in form and substance satisfactory to the Administrative Agent. The Administrative Agent shall, after consultation with the Parent Borrower, allocate, but in amounts not to exceed for each such Lender the commitment received from such Lender, Affiliate or Approved Fund, the Revolving Credit Commitment Increase commitments to be made as part of such Revolving Credit Commitment Increase to the Lenders from which it has received such written commitments. If the Administrative Agent does not receive enough commitments from existing Lenders or their Affiliates or Approved Funds, it may, after consultation with the Parent Borrower, allocate to Eligible Assignees any excess of the proposed amount of such Revolving Credit Commitment Increase agreed with the Parent Borrower over the aggregate amounts of the commitments received from existing Lenders or their Affiliates or Approved Funds. Each Revolving Credit Commitment Increase shall become effective on a date agreed by the Parent Borrower and the Administrative Agent (each, an “*Incremental Credit Extension Date*”), which shall be in any case on or after the date of satisfaction of the conditions precedent set forth in *Section 4.4*. The Administrative Agent shall notify the Lenders and the Parent Borrower, on or before 1:00 p.m., New York City time, on the Business Day following an Incremental Credit Extension Date of the effectiveness of a Revolving Credit Commitment Increase and shall record in the Register all applicable additional information in respect of such Revolving Credit Commitment Increase.

(ii) (A) The commitments under each Revolving Credit Commitment Increase shall be deemed for all purposes part of the Revolving Credit Commitments, (B) each Lender or Eligible Assignee participating in such Revolving Credit Commitment Increase shall become a Lender with respect to the Revolving Credit Commitments and all matters relating thereto and (C) the commitments under each Revolving Credit Commitment Increase shall have the same terms and conditions as the Revolving Credit Commitments. On the Incremental Credit Extension Date for any Revolving Credit Commitment Increase, each Lender or Eligible Assignee participating in such Revolving Credit Commitment Increase shall purchase and assume from each existing Lender having Revolving Loans outstanding on such Incremental Credit Extension Date, without recourse or warranty, an undivided interest and participation, to the extent of such Lender's Ratable Portion of the new Revolving Credit Commitments (after giving effect to such Revolving Credit Commitment Increase), in the aggregate outstanding Revolving Loans, so as to ensure that, on the Incremental Credit Extension Date after giving effect to such Revolving Credit Commitment Increase, each Revolving Lender is owed only its Ratable Portion of the Revolving Loans on such Incremental Credit Extension Date.

2.2 Borrowing Procedures.

(a) Each Borrowing shall be made on notice given by the applicable Borrower to the Administrative Agent not later than 11:00 a.m. (New York time) (i) on the Business Day of the proposed Borrowing, in the case of a Borrowing of Base Rate Loans and (ii) three Business Days prior to the date of the proposed Borrowing, in the case of a Borrowing of Eurodollar Rate Loans. Each such notice shall be in substantially the form of *Exhibit A (Form of Notice of Borrowing)* (a "Notice of Borrowing"), specifying (A) the date of such proposed Borrowing, (B) the aggregate amount of such proposed Borrowing, (C) whether any portion of the proposed Borrowing will be of Base Rate Loans or Eurodollar Rate Loans and (D) for each Eurodollar Rate Loan, the initial Interest Period or periods thereof. Loans shall be made as Base Rate Loans unless, subject to *Section 2.13 (Special Provisions Governing Eurodollar Rate Loans)*, the Notice of Borrowing specifies that all or a portion thereof shall be Eurodollar Rate Loans. Each Borrowing shall be in an aggregate amount of not less than \$5,000,000 or an integral multiple of \$1,000,000 in excess thereof.

(b) The Administrative Agent shall give to each Lender prompt notice of the Administrative Agent's receipt of a Notice of Borrowing and, if Eurodollar Rate Loans are properly requested in such Notice of Borrowing, the applicable interest rate determined pursuant to *2.13(a) (Determination of Interest Rate)*. Each Lender shall, (x) before 2:00 p.m. (New York time) on the date of the proposed Borrowing of Base Rate Loans and (y) before 11:00 a.m. (New York time) on the date of the proposed Borrowing of Eurodollar Rate Loans, make available to the Administrative Agent at its address referred to in *Section 10.8 (Notices, Etc.)*, in immediately available funds, such Lender's Ratable Portion of such proposed Borrowing. Upon fulfillment (or due waiver in accordance with *Section 10.1*) (i) on the Effective Date, of the applicable conditions set forth in *Section 4.1 (Conditions to Effectiveness)* and (ii) at any time (including the Effective Date), of the applicable conditions set forth in *Section 4.2 (Conditions Precedent to Each Extension of Credit)*, and after the Administrative Agent's receipt of such funds, the Administrative Agent shall make such funds available to the applicable Borrower.

(c) Unless the Administrative Agent shall have received notice from a Lender prior to the date (in the case of a Eurodollar Rate Loan) or no later than 12:00 p.m. (New York time) on the date (in the case of a Base Rate Loan) of any proposed Borrowing, that such Lender will not make available to the Administrative Agent such Lender's Ratable Portion of such Borrowing (or any portion thereof), the Administrative Agent may assume that such Lender has made such Ratable Portion available to the Administrative Agent on the date of such Borrowing in accordance with this *Section 2.2* and the Administrative Agent may, in reliance upon such assumption, make available to the applicable Borrower

on such date a corresponding amount. If and to the extent that such Lender shall not have so made such Ratable Portion available to the Administrative Agent, such Lender and such Borrower severally agree to repay to the Administrative Agent forthwith on demand such corresponding amount together with interest thereon, for each day from the date such amount is made available to such Borrower until the date such amount is repaid to the Administrative Agent, at (i) in the case of such Borrower, the interest rate applicable at the time to the Loans comprising such Borrowing and (ii) in the case of such Lender, the Federal Funds Rate for the first Business Day and thereafter at the interest rate applicable at the time to the Loans comprising such Borrowing. If such Lender shall repay to the Administrative Agent such corresponding amount, such corresponding amount so repaid shall constitute such Lender's Loan as part of such Borrowing for purposes of this Agreement. If such Borrower shall repay to the Administrative Agent such corresponding amount, such payment shall not relieve such Lender of any obligation it may have hereunder to the Borrowers.

(d) The failure of any Lender to make on the date specified any Loan or any payment required by it (such Lender being a "Non-Funding Lender"), including any payment in respect of its participation in Swingline Loans and Letter of Credit Obligations, shall not relieve any other Lender of its obligations to make such Loan or payment on such date but no such other Lender shall be responsible for the failure of any Non-Funding Lender to make a Loan or payment required under this Agreement.

2.3 Letters of Credit.

(a) On the terms and subject to the conditions contained in this Agreement, each Issuer agrees to Issue at the request of each Borrower and for the account of such Borrower one or more Letters of Credit from time to time on any Business Day during the period commencing on the Effective Date and ending on the earlier of the Revolving Credit Termination Date and 30 days prior to the Scheduled Maturity Date; *provided, however*, that no Issuer shall be under any obligation to Issue (and, upon the occurrence of any of the events described in *clauses (ii), (iii), (iv), (v) and (vi)(A)* below, shall not Issue) any Letter of Credit upon the occurrence of any of the following:

(i) any order, judgment or decree of any Governmental Authority or arbitrator shall purport by its terms to enjoin or restrain such Issuer from Issuing such Letter of Credit or any Requirement of Law applicable to such Issuer or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over such Issuer shall prohibit, or request that such Issuer refrain from, the Issuance of letters of credit generally or such Letter of Credit in particular or shall impose upon such Issuer with respect to such Letter of Credit any restriction or reserve or capital requirement (for which such Issuer is not otherwise compensated) not in effect on the date of this Agreement or result in any unreimbursed loss, cost or expense that was not applicable, in effect or known to such Issuer as of the date of this Agreement and that such Issuer in good faith deems material to it;

(ii) such Issuer shall have received any written notice of the type described in *clause (d)* below;

(iii) after giving effect to the Issuance of such Letter of Credit, the aggregate Revolving Credit Outstandings would exceed the aggregate Revolving Credit Commitments at such time;

(iv) after giving effect to the Issuance of such Letter of Credit, the applicable Borrower's Revolving Credit Outstandings would exceed its Revolving Credit Sublimit;

(v) such Letter of Credit is requested to be denominated in any currency other than Dollars;

(vi) (A) any fees due in connection with a requested Issuance have not been paid, (B) such Letter of Credit is requested to be Issued in a form that is not acceptable to such Issuer or (C) the Issuer for such Letter of Credit shall not have received, in form and substance reasonably acceptable to it and, if applicable, duly executed by the applicable Borrower, applications, agreements and other documentation (collectively, a “*Letter of Credit Reimbursement Agreement*”) such Issuer generally employs in the ordinary course of its business for the Issuance of letters of credit of the type of such Letter of Credit; or

(vii) such Letter of Credit is not a Standby Letter of Credit.

None of the Lenders (other than the Issuers in their capacity as such) shall have any obligation to Issue any Letter of Credit.

(b) In no event shall the expiration date of any Letter of Credit (i) be more than one year after the date of issuance thereof or (ii) be less than five days prior to the Scheduled Maturity Date; *provided, however*, that any Letter of Credit with a term less than or equal to one year may provide for the renewal thereof for additional periods less than or equal to one year, as long as (x) on or before the expiration of each such term and each such period, the applicable Borrower and the Issuer of such Letter of Credit shall have the option to prevent such renewal and (y) neither the Issuer of such Letter of Credit nor the applicable Borrower shall permit any such renewal to extend the expiration date of any Letter of Credit beyond the date set forth in *clause (ii)* above.

(c) In connection with the Issuance of each Letter of Credit, the applicable Borrower shall give the relevant Issuer and the Administrative Agent at least two Business Days’ prior written notice, in substantially the form of *Exhibit H (Form of Letter of Credit Request)* (or in such other written or electronic form as is acceptable to the Issuer), of the requested Issuance of such Letter of Credit (a “*Letter of Credit Request*”). Such notice shall be irrevocable and shall specify (i) the Issuer of such Letter of Credit, (ii) the face amount of the Letter of Credit requested (which shall not be less than \$1,000,000), (iii) the date of Issuance of such requested Letter of Credit (which date shall be a Business Day), (iv) the date on which such Letter of Credit is to expire (which date shall be a Business Day), and (v) in the case of an issuance, the Person for whose benefit the requested Letter of Credit is to be issued. Such notice, to be effective, must be received by the relevant Issuer and the Administrative Agent not later than 11:00 a.m. (New York time) on the second Business Day prior to the requested Issuance of such Letter of Credit.

(d) Subject to the satisfaction of the conditions set forth in this *Section 2.3*, the relevant Issuer shall, on the requested date, Issue a Letter of Credit on behalf of the applicable Borrower in accordance with such Issuer’s usual and customary business practices. No Issuer shall Issue any Letter of Credit in the period commencing on the first Business Day after it receives written notice from any Lender that one or more of the conditions precedent contained in *Section 4.2 (Conditions Precedent to Each Extension of Credit)* or *clause (a)* above (other than those conditions set forth in *clauses (a)(i), (a)(vi)(B)* and *(C)* above and, to the extent such clause relates to fees owing to the Issuer of such Letter of Credit and its Affiliates, *clause (a)(vi)(A)* above) are not on such date satisfied or duly waived and ending when such conditions are satisfied or duly waived. No Issuer shall otherwise be required to determine that, or take notice whether, the conditions precedent set forth in *Section 4.2 (Conditions Precedent to Each Extension of Credit)* have been satisfied in connection with the Issuance of any Letter of Credit.

(e) Each Borrower agrees that, if requested by the Issuer of any Letter of Credit, it shall execute a Letter of Credit Reimbursement Agreement in respect to any Letter of Credit Issued hereunder. In the event of any conflict between the terms of any Letter of Credit Reimbursement Agreement and this Agreement or to the extent any Letter of Credit Reimbursement Agreement purports to add defaults or events of default or provide for the grant of security not contemplated by this Agreement, the terms of this Agreement shall govern.

(f) Each Issuer shall comply with the following:

(i) give the Administrative Agent written notice (or telephonic notice confirmed promptly thereafter in writing), which writing may be a telecopy, of the Issuance of any Letter of Credit Issued by it, of all drawings under any Letter of Credit Issued by it and of the payment (or the failure to pay when due) by the applicable Borrower of any Reimbursement Obligation when due (which notice the Administrative Agent shall promptly transmit to each Lender);

(ii) upon the request of any Lender, furnish to such Lender copies of any Letter of Credit Reimbursement Agreement to which such Issuer is a party and such other documentation as may reasonably be requested by such Lender; and

(iii) no later than 10 Business Days following the last day of each calendar month, provide to the Administrative Agent (and the Administrative Agent shall provide a copy to each Lender requesting the same) and the Parent Borrower a schedule of Letters of Credit issued by it, in form and substance reasonably satisfactory to the Administrative Agent, setting forth the aggregate Letter of Credit Obligations, in each case outstanding at the end of each month, and any information requested by the Parent Borrower or the Administrative Agent relating thereto.

(g) Immediately upon the issuance by an Issuer of a Letter of Credit in accordance with the terms and conditions of this Agreement, such Issuer shall be deemed to have sold and transferred to each Lender, and each Lender shall be deemed irrevocably and unconditionally to have purchased and received from such Issuer, without recourse or warranty, an undivided interest and participation, to the extent of such Lender's Ratable Portion, in such Letter of Credit and the obligations of the applicable Borrower with respect thereto (including all Letter of Credit Obligations with respect thereto) and any security therefor and guaranty pertaining thereto.

(h) Each Borrower agrees to pay to the Issuer of any Letter of Credit the amount of all Reimbursement Obligations owing to such Issuer under any Letter of Credit issued for its account no later than the date that is the next succeeding Business Day after such Borrower receives written notice from such Issuer that payment has been made under such Letter of Credit (the "*Reimbursement Date*"), irrespective of any claim, set-off, defense or other right that such Borrower may have at any time against such Issuer or any other Person. In the event that any Issuer makes any payment under any Letter of Credit and the applicable Borrower shall not have repaid such amount to such Issuer pursuant to this *clause (h)* or any such payment by such Borrower is rescinded or set aside for any reason, such Reimbursement Obligation shall be payable on demand with interest thereon computed (i) from the date on which such Reimbursement Obligation arose to the Reimbursement Date, at the rate of interest applicable during such period to Revolving Loans that are Base Rate Loans and (ii) from the Reimbursement Date until the date of repayment in full, at the rate of interest applicable during such period to past due Revolving Loans that are Base Rate Loans, and such Issuer shall promptly notify the Administrative Agent, which shall promptly notify each Lender of such failure, and each Lender shall promptly and unconditionally pay to the Administrative Agent for the account of such Issuer the amount of such Lender's Ratable Portion of such payment in immediately available Dollars. If the Administrative Agent so notifies such Lender prior to 11:00 a.m. (New York time) on any Business Day, such Lender

shall make available to the Administrative Agent for the account of such Issuer its Ratable Portion of the amount of such payment on such Business Day in immediately available funds. Upon such payment by a Lender, such Lender shall, except during the continuance of a Default or Event of Default under *Section 8.1(f) (Events of Default)* and notwithstanding whether or not the conditions precedent set forth in *Section 4.2 (Conditions Precedent to Each Extension of Credit)* shall have been satisfied (which conditions precedent the Lenders hereby irrevocably waive), be deemed to have made a Revolving Loan to the applicable Borrower in the principal amount of such payment. Whenever any Issuer receives from the applicable Borrower a payment of a Reimbursement Obligation as to which the Administrative Agent has received for the account of such Issuer any payment from a Lender pursuant to this *clause (h)*, such Issuer shall pay over to the Administrative Agent any amount received in respect of such Reimbursement Obligation and, upon receipt of such amount, the Administrative Agent shall promptly pay over to each Lender, in immediately available funds, an amount equal to such Revolving Credit Lender's Ratable Portion of the amount of such payment adjusted, if necessary, to reflect the respective amounts the Revolving Credit Lenders have paid in respect of such Reimbursement Obligation.

(i) If and to the extent such Lender shall not have so made its Ratable Portion of the amount of the payment required by *clause (h)* above available to the Administrative Agent for the account of such Issuer, such Lender agrees to pay to the Administrative Agent for the account of such Issuer forthwith on demand any such unpaid amount together with interest thereon, for the first Business Day after payment was first due at the Federal Funds Rate and, thereafter, until such amount is repaid to the Administrative Agent for the account of such Issuer, at a rate per annum equal to the rate applicable to Base Rate Loans under the Facility.

(j) Each Borrower's obligation to pay each Reimbursement Obligation and the obligations of the Lenders to make payments to the Administrative Agent for the account of the Issuers with respect to Letters of Credit shall be absolute, unconditional and irrevocable and shall be performed strictly in accordance with the terms of this Agreement, under any and all circumstances whatsoever, including the occurrence of any Default or Event of Default, and irrespective of any of the following:

- (i) any lack of validity or enforceability of any Letter of Credit or any Loan Document, or any term or provision therein;
- (ii) any amendment or waiver of or any consent to departure from all or any of the provisions of any Letter of Credit or any Loan Document;
- (iii) the existence of any claim, set off, defense or other right that such Borrower, any other Loan Party, any other party guaranteeing, or otherwise obligated with, such Borrower, any Subsidiary of a Loan Party or other Affiliate thereof or any other Person may at any time have against the beneficiary under any Letter of Credit, any Issuer, the Administrative Agent or any Lender or any other Person, whether in connection with this Agreement, any other Loan Document or any other related or unrelated agreement or transaction;
- (iv) any draft or other document presented under a Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect;
- (v) payment by the Issuer under a Letter of Credit against presentation of a draft or other document that does not comply with the terms of such Letter of Credit; and
- (vi) any other act or omission to act or delay of any kind of the Issuer, the Lenders, the Administrative Agent or any other Person or any other event or circumstance whatsoever,

whether or not similar to any of the foregoing, that might, but for the provisions of this *Section 2.3*, constitute a legal or equitable discharge of such Borrower's obligations hereunder.

Any action taken or omitted to be taken by the relevant Issuer under or in connection with any Letter of Credit, if taken or omitted in the absence of gross negligence or willful misconduct, shall not result in any liability of such Issuer to any Borrower or any Lender. In determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof, the Issuer may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary and, in making any payment under any Letter of Credit, the Issuer may rely exclusively on the documents presented to it under such Letter of Credit as to any and all matters set forth therein, including reliance on the amount of any draft presented under such Letter of Credit, whether or not the amount due to the beneficiary thereunder equals the amount of such draft and whether or not any document presented pursuant to such Letter of Credit proves to be insufficient in any respect, if such document on its face appears to be in order, and whether or not any other statement or any other document presented pursuant to such Letter of Credit proves to be forged or invalid or any statement therein proves to be inaccurate or untrue in any respect whatsoever, and any noncompliance in any immaterial respect of the documents presented under such Letter of Credit with the terms thereof shall, in each case, be deemed not to constitute willful misconduct or gross negligence of the Issuer.

2.4 Swingline Loans.

(a) On the terms and subject to the conditions contained in this Agreement, the Swingline Lender agrees to make Swingline Loans to the Borrowers from time to time on any Business Day during the period from the Effective Date until the Revolving Credit Termination Date, in an aggregate principal amount at any time outstanding that will not result in (i) the aggregate principal amount of outstanding Swingline Loans for all Borrowers exceeding the Swingline Loan Sublimit, (ii) any Borrower's Revolving Credit Outstandings exceeding its Revolving Credit Sublimit and (iii) the aggregate Revolving Credit Outstandings exceeding the then effective Revolving Credit Commitments; *provided*, that the Swingline Lender shall not be required to make a Swingline Loan to refinance an outstanding Swingline Loan. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrowers may borrow, prepay and reborrow Swingline Loans.

(b) To request a Swingline Loan, the applicable Borrower shall notify the Administrative Agent of such request by telephone (confirmed by telecopy), not later than 12:00 noon, New York City time, on the day of a proposed Swingline Loan. Each such notice shall be substantially the form of *Exhibit I (Form of Swingline Loan Request)* (a "*Swingline Loan Request*"), be irrevocable and shall specify (i) the requested date (which shall be a Business Day) of the Swingline Loan, (ii) the amount of the requested Swingline Loan and (iii) whether such Swingline Loan is to be a Base Rate Loan or a LMIR Loan. If no election as to the Type of Swingline Loan is specified, then the requested Swingline Loan shall be a Base Rate Loan. Each Swingline Loan shall be in an amount that is an integral multiple of \$100,000 and not less than \$100,000. The Administrative Agent will promptly advise the Swingline Lender of any such notice received from such Borrower. The Swingline Lender shall make each Swingline Loan available to the applicable Borrower by means of a credit or wire transfer of funds, as applicable, to an account of such Borrower designated by such Borrower in writing to the Swingline Lender (or, in the case of a Swingline Loan made to finance the reimbursement of a Reimbursement Obligation to the extent permitted by Section 2.12(h), by remittance to the applicable Issuer) by 3:00 p.m., New York City time, on the requested date of such Swingline Loan.

(c) The Swingline Lender may by written notice given to the Administrative Agent not later than 10:00 a.m., New York City time, on any Business Day require the Lenders to acquire

participations on such Business Day in all or a portion of the Swingline Loans outstanding. Such notice shall specify the aggregate amount of Swingline Loans in which Lenders will participate. Promptly upon receipt of such notice, the Administrative Agent will give notice thereof to each Lender, specifying in such notice such Lender's Ratable Portion of such Swingline Loan or Loans. Each Lender hereby absolutely and unconditionally agrees, upon receipt of notice as provided above, to pay to the Administrative Agent, for the account of the Swingline Lender, such Lender's Ratable Portion of such Swingline Loan or Loans. Each Lender acknowledges and agrees that its obligation to acquire participations in Swingline Loans pursuant to this paragraph is absolute and unconditional and shall not be affected by any circumstance whatsoever, including the occurrence and continuance of a Default or an Event of Default or any reduction or termination of the Revolving Credit Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever. Each Lender shall comply with its obligation under this paragraph by wire transfer of immediately available funds to the Administrative Agent, and the Administrative Agent shall promptly pay to the Swingline Lender the amounts so received by it from the Lenders. The Administrative Agent shall notify the Parent Borrower of any participations in any Swingline Loan acquired pursuant to this paragraph, and thereafter payments in respect of such Swingline Loan shall be made to the Administrative Agent and not to the Swingline Lender. Any amounts received by the Swingline Lender from any Borrower (or other party on behalf of any Borrower) in respect of a Swingline Loan after receipt by the Swingline Lender of the proceeds of a sale of participations therein shall be promptly remitted to the Administrative Agent, and any such amounts received by the Administrative Agent shall be promptly remitted by the Administrative Agent to the Lenders that shall have made their payments pursuant to this paragraph and to the Swingline Lender, as their interests may appear; *provided*, that any such payment so remitted shall be repaid to the Swingline Lender or to the Administrative Agent, as applicable, if and to the extent such payment is required to be refunded to any Borrower for any reason. The purchase of participations in a Swingline Loan pursuant to this paragraph shall not relieve any Borrower of any default in the payment thereof.

2.5 Reduction and Termination of the Revolving Credit Commitments; Repayment of Loans.

(a) The Parent Borrower may, upon at least three Business Days' prior notice to the Administrative Agent, terminate in whole or reduce in part ratably the unused portions of the respective Revolving Credit Commitments of the Lenders; *provided, however*, that each partial reduction shall be (i) in an aggregate amount of not less than \$5,000,000 or an integral multiple of \$1,000,000 in excess thereof and (ii) permanent and irrevocable. Each partial reduction shall reduce the Revolving Credit Sublimit of each Borrower ratably. In addition, all outstanding Revolving Credit Commitments shall terminate on the Revolving Credit Termination Date.

(b) Each Borrower promises to repay (i) to the Administrative Agent for the account of each Lender the entire unpaid principal amount of the Revolving Loans made to such Borrower on the Scheduled Maturity Date, or earlier if otherwise required by the terms hereof (unless the Revolving Loans are converted to Term Loans pursuant to Section 2.18, in which event subclause (iii) of this Section 2.5(b) shall apply), (ii) to the Swingline Lender the then unpaid principal amount of each Swingline Loan made to such Borrower on the earlier of (A) the Scheduled Maturity Date and (B) 14 days following the date such Swingline Loan is made, or earlier if otherwise required by the terms hereof and (iii) to the Administrative Agent for the account of each Lender the entire unpaid principal amount of the Term Loans made to or converted by such Borrower on the Final Maturity Date.

2.6 Evidence of Debt.

(a) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing Indebtedness of the Borrowers to such Lender resulting from each Loan of such

Lender from time to time, including the amounts of principal and interest payable and paid to such Lender from time to time under this Agreement.

(b) (i) The Administrative Agent, acting as agent of the Borrowers solely for this purpose and for tax purposes, shall establish and maintain at its address referred to in *Section 10.8 (Notices, Etc.)* a record of ownership (the “*Register*”) in which the Administrative Agent agrees to register by book entry the Administrative Agent’s, each Lender’s and each Issuer’s interest in each Loan, each Letter of Credit and each Reimbursement Obligation and in the right to receive any payments hereunder and any assignment of any such interest or rights. In addition, the Administrative Agent, acting as agent of the Borrowers solely for this purpose and for tax purposes, shall establish and maintain accounts in the Register in accordance with its usual practice in which it shall record (A) the names and addresses of the Lenders, (B) the Revolving Credit Commitments of each Lender from time to time, (C) the amount of each Loan made and, if a Eurodollar Rate Loan, the Interest Period applicable thereto, (D) the amount of any drawn Letters of Credit, (E) the amount of any principal or interest due and payable, and paid, by the Borrowers to, or for the account of, each Lender hereunder, (F) the amount that is due and payable, and paid, by the Borrowers to, or for the account of, each Issuer, including the amount of Letter Credit Obligations (specifying the amount of any Reimbursement Obligations) due and payable to an Issuer, and (G) the amount of any sum received by the Administrative Agent hereunder from the Borrowers, whether such sum constitutes principal or interest (and the type of Loan to which it applies), fees, expenses or other amounts due under the Loan Documents and each Lender’s and Issuer’s, as the case may be, share thereof, if applicable.

(ii) Notwithstanding anything to the contrary contained in this Agreement, the Loans (including the Revolving Credit Notes evidencing such Loans) and the drawn Letters of Credit are registered obligations and the right, title, and interest of the Lenders and the Issuers and their assignees in and to such Loans or drawn Letters of Credit, as the case may be, shall be transferable only upon notation of such transfer in the Register. A Revolving Credit Note shall only evidence the Lender’s or a registered assignee’s right, title and interest in and to the related Loan, and in no event is any such Revolving Credit Note to be considered a bearer instrument or obligation. This *Section 2.6(b)* and *Section 10.2 (Assignments and Participations)* shall be construed so that the Loans and drawn Letters of Credit are at all times maintained in “*registered form*” within the meaning of Sections 163(f), 871(h)(2) and 881(c)(2) of the Code and any related regulations (or any successor provisions of the Code or such regulations).

(c) The entries made in the Register and in the accounts therein maintained pursuant to *clauses (a) and (b)* above shall, to the extent permitted by applicable law, be *prima facie* evidence of the existence and amounts of the obligations recorded therein; *provided, however*, that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligations of the Borrowers to repay the Loans in accordance with their terms. In addition, the Loan Parties, the Administrative Agent, the Lenders and the Issuers shall treat each Person whose name is recorded in the Register as a Lender for all purposes of this Agreement. Information contained in the Register with respect to any Lender or Issuer shall be available for inspection by the Borrowers, the Administrative Agent, such Lender or such Issuer at any reasonable time and from time to time upon reasonable prior notice.

(d) Notwithstanding any other provision of the Agreement, in the event that any Lender requests that the Borrowers execute and deliver a promissory note or notes payable to such Lender in order to evidence the Indebtedness owing to such Lender by the Borrowers hereunder, the Borrowers shall promptly execute and deliver a Revolving Credit Note or Revolving Credit Notes to such Lender

evidencing any Revolving Loans of such Lender, substantially in the form of *Exhibit E (Form of Revolving Credit Note)*.

2.7 Optional Prepayments. Each Borrower may prepay the outstanding principal amount of the Loans made to such Borrower in whole or in part at any time; *provided, however*, that if any prepayment of any Eurodollar Rate Loan is made by such Borrower other than on the last day of an Interest Period for such Loan, such Borrower shall also pay any amount owing pursuant to *Section 2.13(e) (Breakage Costs)*. Partial prepayments of Loans (other than Swingline Loans) shall be in an aggregate principal amount of not less than \$5,000,000 or an integral multiple of \$1,000,000 in excess thereof.

2.8 Mandatory Prepayments.

(a) If at any time, the aggregate principal amount of any Borrower's Revolving Credit Outstandings exceeds such Borrower's Revolving Credit Sublimit at such time, such Borrower shall forthwith prepay first, the Swingline Loans and then the Revolving Loans made to such Borrower then outstanding in an aggregate amount equal to such excess. If any such excess remains after repayment in full of the aggregate outstanding Swingline Loans and Revolving Loans made to such Borrower, such Borrower shall provide cash collateral for its then outstanding Letter of Credit Obligations in the manner set forth in *Section 8.2 (Actions in Respect of Letters of Credit)* in an amount equal to 105% of such excess.

(b) If at any time, the aggregate principal amount of Revolving Credit Outstandings exceeds the aggregate Revolving Credit Commitments at such time, each Borrower shall forthwith prepay first, the Swingline Loans and then the Revolving Loans made to such Borrower then outstanding in an aggregate amount equal to (i) the percentage obtained by dividing the aggregate outstanding principal balance of the Revolving Credit Outstandings owing by such Borrower by the aggregate outstanding principal balance of the Revolving Credit Outstandings owing by all Borrowers multiplied by (ii) the aggregate amount of such excess. If any such excess remains after repayment in full of the aggregate outstanding Swingline Loans and Revolving Loans, each Borrower shall provide cash collateral for its then outstanding Letter of Credit Obligations in the manner set forth in *Section 8.2 (Actions in Respect of Letters of Credit)* in an amount equal to 105% of (A) the percentage obtained by dividing the aggregate outstanding amount of the Letter of Credit Obligations owing by such Borrower by the aggregate outstanding amount of the Letter of Credit Obligations owing by all Borrowers multiplied by (B) the aggregate amount of such excess.

2.9 Interest.

(a) *Rate of Interest*. All Loans and the outstanding amount of all other Obligations shall bear interest, in the case of Loans, on the unpaid principal amount thereof from the date such Loans are made and, in the case of such other Obligations, from the date such other Obligations are due and payable until, in all cases, paid in full, except as otherwise provided in *clause (c)* below, as follows:

(i) if a Base Rate Loan or such other Obligation, at a rate per annum equal to the sum of (A) the Base Rate as in effect from time to time and (B) the Applicable Margin for Loans that are Base Rate Loans;

(ii) if a Eurodollar Rate Loan, at a rate per annum equal to the sum of (A) the Eurodollar Rate determined for the applicable Interest Period and (B) the Applicable Margin in effect from time to time during such Eurodollar Interest Period; and

(iii) if a LMIR Loan, at a rate per annum equal to the sum of (A) the LIBOR Market Index Rate as in effect from time to time and (B) the Applicable Margin for Loans that are LMIR Loans.

(b) *Interest Payments.* (i) Interest accrued on each Base Rate Loan (other than Swingline Loans) shall be payable in arrears (A) on the first Business Day of each calendar quarter, commencing on the first such day following the making of such Base Rate Loan, and (B) if not previously paid in full, at maturity (whether by acceleration or otherwise) of such Base Rate Loan, (ii) interest accrued on each Eurodollar Rate Loan shall be payable in arrears (A) on the last day of each Interest Period applicable to such Loan (and, if such Interest Period has a duration of more than three months, on each date during such Interest Period occurring every three months from the first day of such Interest Period), (B) upon the payment or prepayment thereof in full or in part and (C) if not previously paid in full, at maturity (whether by acceleration or otherwise) of such Eurodollar Rate Loan, (iii) interest accrued on each Swingline Loan shall be payable in arrears on the first Business Day of the immediately succeeding calendar quarter and (iv) interest accrued on the amount of all other Obligations shall be payable on demand from and after the time such Obligation becomes due and payable (whether by acceleration or otherwise).

(c) *Default Interest.* Notwithstanding the rates of interest specified in *clause (a)* above or elsewhere herein, effective immediately upon the occurrence of an Event of Default specified in *Section 8.1(a)* and for as long thereafter as such Event of Default shall be continuing, the principal balance of all Loans and the amount of all other Obligations then due and payable shall bear interest at a rate that is 2% per annum in excess of the rate of interest applicable to such Loans or other Obligations from time to time. Such interest shall be payable on the date that would otherwise be applicable to such interest pursuant to *clause (b)* above or otherwise on demand.

2.10 Conversion/Continuation Option.

(a) Each Borrower may elect (i) (A) at any time on any Business Day to convert Base Rate Loans (other than Swingline Loans) or any portion thereof to Eurodollar Rate Loans and (B) at the end of any applicable Interest Period, to convert Eurodollar Rate Loans or any portion thereof into Base Rate Loans or to continue such Eurodollar Rate Loans or any portion thereof for an additional Interest Period; *provided, however*, that the aggregate amount of the Eurodollar Loans for each Interest Period must be in the amount of at least \$5,000,000 or an integral multiple of \$1,000,000 in excess thereof, and (ii) (A) at any time on any Business Day to convert Swingline Loans that are Base Rate Loans or any portion thereof to LMIR Loans and (B) to convert LMIR Rate Loans or any portion thereof into Base Rate Loans; *provided, however*, that the aggregate amount of the LMIR Loans must be in the amount of at least \$100,000 or an integral multiple of \$100,000 in excess thereof. Each conversion or continuation shall be allocated among the Loans of each Lender in accordance with such Lender's Ratable Portion. Each such election shall be in substantially the form of *Exhibit F* (a "Notice of Conversion or Continuation") and shall be made by the Parent Borrower giving the Administrative Agent at least three Business Days' prior written notice specifying (w) whether the Parent Borrower is requesting such conversion or continuation on behalf of itself or for another Borrower (and if on behalf of another Borrower, the identity of such Borrower), (x) the amount and type of Loan being converted or continued, (y) in the case of a conversion to or a continuation of Eurodollar Rate Loans, the applicable Interest Period and (z) in the case of a conversion, the date of such conversion.

(b) The Administrative Agent shall promptly notify each Lender of its receipt of a Notice of Conversion or Continuation and of the options selected therein. Notwithstanding the foregoing, no conversion in whole or in part of Base Rate Loans to Eurodollar Rate Loans and no continuation in whole or in part of Eurodollar Rate Loans upon the expiration of any applicable Interest Period shall be

permitted at any time at which (A) a Default or an Event of Default shall have occurred and be continuing or (B) the continuation of, or conversion into, a Eurodollar Rate Loan would violate any provision of 2.13 (*Special Provisions Governing Eurodollar Rate Loans*). If, within the time period required under the terms of this Section 2.10, the Administrative Agent does not receive a Notice of Conversion or Continuation from the Parent Borrower containing a permitted election to continue any Eurodollar Rate Loans for an additional Interest Period or to convert any such Loans, then, upon the expiration of the applicable Interest Period, such Loans shall be automatically converted to Base Rate Loans. Each Notice of Conversion or Continuation shall be irrevocable.

2.11 Fees.

(a) *Facility Fee.* Each Borrower agrees to pay in immediately available Dollars to the Administrative Agent for the account of each Lender a fee (the “*Facility Fee*”) on such Borrower’s Applicable Percentage of the daily amount of such Lender’s Revolving Credit Commitment, whether used or unused, and when the Revolving Credit Commitment has been terminated, on the Revolving Credit Outstandings of such Lender, at the Applicable Facility Fee Rate from the date hereof through the later of (i) the Revolving Credit Termination Date and (ii) the date on which all outstanding Loans are paid in full and all Letter of Credit Obligations have been cash collateralized in an amount equal to 105% of such Letter of Credit Obligations in the manner set forth in Section 8.2 (*Actions in Respect of Letters of Credit*). In addition, each Borrower agrees to pay in immediately available Dollars to the Administrative Agent for the account of each Lender the Facility Fee on such Lender’s Ratable Portion of such Borrower’s outstanding Term Loans at the Applicable Facility Fee Rate for each day during the Term Out Period. All Facility Fees shall be payable in arrears (w) on the first Business Day of each calendar quarter, commencing on the first such Business Day following the Effective Date, (x) on the Revolving Credit Termination Date, (y) on the date on which all outstanding Loans are paid in full and all Letter of Credit Obligations have been cash collateralized in an amount equal to 105% of such Letter of Credit Obligations in the manner set forth in Section 8.2 (*Actions in Respect of Letters of Credit*) and (z) on the Final Maturity Date.

(b) *Utilization Fee.* Each Borrower agrees to pay in immediately available Dollars to the Administrative Agent for the account of each Lender a fee (the “*Utilization Fee*”) on such Lender’s Ratable Portion of such Borrower’s Revolving Credit Outstandings at the Utilization Fee Rate for each day on which the aggregate Revolving Credit Outstandings exceeds 50% of the aggregate Revolving Credit Commitments, during the period from the date hereof through the later of (i) the Revolving Credit Termination Date and (ii) the date on which all outstanding Loans are paid in full and all Letter of Credit Obligations have been cash collateralized in an amount equal to 105% of such Letter of Credit Obligations in the manner set forth in Section 8.2 (*Actions in Respect of Letters of Credit*). In addition, each Borrower agrees to pay in immediately available Dollars to the Administrative Agent for the account of each Lender the Utilization Fee on such Lender’s Ratable Portion of such Borrower’s outstanding Term Loans at the Utilization Fee Rate for each day during the Term Out Period. All Utilization Fees shall be payable in arrears (w) on the first Business Day of each calendar quarter, commencing on the first such Business Day following the Effective Date, (x) on the Revolving Credit Termination Date, (y) on the date on which all outstanding Loans are paid in full and all Letter of Credit Obligations have been cash collateralized in an amount equal to 105% of such Letter of Credit Obligations in the manner set forth in Section 8.2 (*Actions in Respect of Letters of Credit*) and (z) on the Final Maturity Date.

(c) *Letter of Credit Fees.* Each Borrower agrees to pay the following amounts with respect to Letters of Credit issued by any Issuer for the account of such Borrower:

(i) to the Administrative Agent for the account of each Issuer of a Letter of Credit, with respect to each Letter of Credit issued by such Issuer, an issuance fee equal to 0.10% *per*

annum of the maximum undrawn face amount of such Letter of Credit, payable in arrears (A) on the first Business Day of each calendar quarter, commencing on the first such Business Day following the issuance of such Letter of Credit and (B) on the Revolving Credit Termination Date;

(ii) to the Administrative Agent for the ratable benefit of the Lenders, with respect to each Letter of Credit, a fee accruing in Dollars at a rate per annum equal to the Applicable Margin for Revolving Loans that are Eurodollar Rate Loans on the maximum undrawn face amount of such Letter of Credit, payable in arrears (A) on the first Business Day of each calendar quarter, commencing on the first such Business Day following the issuance of such Letter of Credit and (B) on the Revolving Credit Termination Date; *provided, however*, that during the continuance of an Event of Default, such fee shall be increased by two percent per annum (instead of, and not in addition to, any increase pursuant to *Section 2.9(c) (Default Interest)*) and shall be payable on demand; and

(iii) to the Issuer of any Letter of Credit, with respect to the issuance, amendment or transfer of each Letter of Credit and each drawing made thereunder, documentary and processing charges in accordance with such Issuer's standard schedule for such charges in effect at the time of issuance, amendment, transfer or drawing, as the case may be.

(d) *Additional Fees.* The Parent Borrower has agreed to pay to the Administrative Agent and the Arrangers additional fees, the amount and dates of payment of which are embodied in the Fee Letters.

2.12 Payments and Computations.

(a) Each Borrower shall make each payment hereunder (including fees and expenses) not later than 11:00 a.m. (New York time) on the day when due, in Dollars, to the Administrative Agent at its address referred to in *Section 10.8 (Notices, Etc.)* in immediately available funds without set-off or counterclaim. The Administrative Agent shall promptly thereafter cause to be distributed in immediately available funds relating to the payment of principal, interest or fees to the Lenders, in accordance with the application of payments set forth in *clause (f)* for the account of their respective Applicable Lending Offices; *provided, however*, that amounts payable pursuant to *Sections 2.14 (Capital Adequacy)*, *2.15 (Taxes)* or *2.13(c) or (d) (Special Provisions Governing Eurodollar Rate Loans)* shall be paid only to the affected Lender or Lenders and amounts payable with respect to Swingline Loans shall be paid only to the Swingline Lender. Payments received by the Administrative Agent after 11:00 a.m. (New York time) shall be deemed to be received on the next Business Day.

(b) All computations of interest in respect of interest at the Base Rate shall be made by the Administrative Agent on the basis of a 365/366-day year and actual days elapsed; all other computations of interest and of fees shall be made by the Administrative Agent on the basis of a year of 360 days, in each case for the actual number of days (including the first day but excluding the last day) occurring in the period for which such interest and fees are payable. Each determination by the Administrative Agent of a rate of interest hereunder shall be conclusive and binding for all purposes, absent manifest error.

(c) Each payment by the Borrowers of any Loan, Reimbursement Obligation (including interest or fees in respect thereof) and each reimbursement of various costs, expenses or other Obligation shall be made in Dollars.

(d) Whenever any payment hereunder shall be stated to be due on a day other than a Business Day, the due date for such payment shall be extended to the next succeeding Business Day, and such extension of time shall in such case be included in the computation of payment of interest or fees, as the case may be; *provided, however*, that if such extension would cause payment of interest on or principal of any Eurodollar Rate Loan to be made in the next calendar month, such payment shall be made on the immediately preceding Business Day. All repayments of any Loans shall be applied as follows: *first*, to repay such Loans outstanding as Base Rate Loans and *then*, to repay such Loans outstanding as Eurodollar Rate Loans, with those Eurodollar Rate Loans having earlier expiring Eurodollar Interest Periods being repaid prior to those having later expiring Eurodollar Interest Periods.

(e) Unless the Administrative Agent shall have received notice from the applicable Borrower to the Lenders prior to the date on which any payment is due hereunder that such Borrower will not make such payment in full, the Administrative Agent may assume that such Borrower has made such payment in full to the Administrative Agent on such date and the Administrative Agent may, in reliance upon such assumption, cause to be distributed to each Lender on such due date an amount equal to the amount then due such Lender. If and to the extent that such Borrower shall not have made such payment in full to the Administrative Agent, each Lender shall repay to the Administrative Agent forthwith on demand such amount distributed to such Lender together with interest thereon (at the Federal Funds Rate for the first Business Day and thereafter, at the rate applicable to Base Rate Loans) for each day from the date such amount is distributed to such Lender until the date such Lender repays such amount to the Administrative Agent.

(f) Except for payments and other amounts received by the Administrative Agent and applied in accordance with the provisions of *clause (g)* below, all payments and any other amounts received by the Administrative Agent from or for the benefit of each Borrower shall be applied as follows: *first*, to pay principal of, and interest on, any portion of the Loans the Administrative Agent may have advanced to such Borrower pursuant to the express provisions of this Agreement on behalf of any Lender, for which the Administrative Agent has not then been reimbursed by such Lender or such Borrower, *second*, to pay all other Obligations of such Borrower then due and payable and *third*, as such Borrower so designates. Payments in respect of Swingline Loans received by the Administrative Agent shall be distributed to the Swingline Lender, payments in respect of Revolving Loans received by the Administrative Agent shall be distributed to each Lender in accordance with such Lender's Ratable Portion of the Revolving Credit Commitments and all payments of fees and all other payments in respect of any other Obligation shall be allocated among such of the Lenders as are entitled thereto and, for such payments allocated to the Lenders, in proportion to their respective Ratable Portions.

(g) Each Borrower hereby irrevocably waives the right to direct the application of any and all payments in respect of the Obligations after the occurrence and during the continuance of an Event of Default and agrees that, notwithstanding the provisions of *clause (f)* above, the Administrative Agent may, and, upon either (A) the written direction of the Required Lenders or (B) the acceleration of the Obligations pursuant to *Section 8.1*, shall, apply all payments in respect of any Obligations of such Borrower in the following order:

(i) *first*, to pay interest on and then principal of any portion of the Loans that the Administrative Agent may have advanced on behalf of any Lender for which the Administrative Agent has not then been reimbursed by such Lender or such Borrower;

(ii) *second*, to pay Obligations in respect of any expense reimbursements or indemnities then due to the Administrative Agent;

- (iii) *third*, to pay Obligations in respect of any expense reimbursements or indemnities then due to the Lenders and the Issuers;
- (iv) *fourth*, to pay Obligations in respect of any fees then due to the Administrative Agent, the Lenders and the Issuers;
- (v) *fifth*, to pay interest then due and payable in respect of the Loans and Reimbursement Obligations;
- (vi) *sixth*, to pay or prepay principal amounts on the Swingline Loans;
- (vii) *seventh*, to pay or prepay principal amounts on all other Loans and Reimbursement Obligations and to provide cash collateral for outstanding Letter of Credit Undrawn Amounts in the manner described in *Section 8.2 (Actions in Respect of Letters of Credit)*, ratably to the aggregate principal amount of such Loans, Reimbursement Obligations and Letter of Credit Undrawn Amounts; and
- (viii) *eighth*, to the ratable payment of all other Obligations;

provided, however, that if sufficient funds are not available to fund all payments to be made in respect of any Obligation described in any of *clauses (i) through (viii)* above, the available funds being applied with respect to any such Obligation (unless otherwise specified in such clause) shall be allocated to the payment of such Obligation ratably, based on the proportion of the Administrative Agent's and each Lender's or Issuer's interest in the aggregate outstanding Obligations described in such clauses. The order of priority set forth in *clauses (i) through (viii)* above may at any time and from time to time be changed by the agreement of the Required Lenders without necessity of notice to or consent of or approval by the Borrowers or by any other Person that is not a Lender or Issuer. The order of priority set forth in *clauses (i) through (iv)* above may be changed only with the prior written consent of the Administrative Agent in addition to that of the Required Lenders. The order of priority set forth in *clauses (i) through (vi)* above may be changed only with the prior written consent of the Swingline Lender in addition to that of the Required Lenders.

(h) At the option of the Administrative Agent, Reimbursement Obligations, interest, fees, expenses and other sums due and payable in respect of the Revolving Loans may be paid from the proceeds of Swingline Loans or Revolving Loans. Each Borrower hereby authorizes the Swingline Lender to make such Swingline Loans pursuant to *Section 2.4 (Swingline Loans)* and the Lenders to make such Revolving Loans pursuant to *Section 2.2(a) (Borrowing Procedures)* from time to time in the amounts of any and all Reimbursement Obligations, interest, fees, expenses and other sums payable by it in respect of the Revolving Loans, and further authorizes the Administrative Agent to give the Lenders notice of any Borrowing with respect to such Swing Loans and Revolving Loans and to distribute the proceeds of such Swing Loans and Revolving Loans to pay such amounts. Each Borrower agrees that all such Swing Loans and Revolving Loans so made shall be deemed to have been requested by it (irrespective of the satisfaction of the conditions in *Section 4.2 (Conditions Precedent to Each Extension of Credit)*, which conditions the Lenders irrevocably waive) and directs that all proceeds thereof shall be used to pay such amounts.

2.13 Special Provisions Governing Eurodollar Rate Loans.

(a) *Determination of Interest Rate.* The Eurodollar Rate for each Interest Period for Eurodollar Rate Loans shall be determined by the Administrative Agent pursuant to the procedures set

forth in the definition of “*Eurodollar Rate*.” The Administrative Agent’s determination shall be presumed to be correct absent manifest error and shall be binding on the Borrowers.

(b) *Interest Rate Unascertainable, Inadequate or Unfair.* In the event that (i) the Administrative Agent determines that adequate and fair means do not exist for ascertaining the applicable interest rates by reference to which the Eurodollar Rate then being determined is to be fixed or (ii) the Required Lenders notify the Administrative Agent that the Eurodollar Rate for any Interest Period will not adequately reflect the cost to the Lenders of making or maintaining such Loans for such Interest Period, the Administrative Agent shall forthwith so notify the Borrowers and the Lenders, whereupon each Eurodollar Loan shall automatically, on the last day of the current Interest Period for such Loan, convert into a Base Rate Loan and the obligations of the Lenders to make Eurodollar Rate Loans or to convert Base Rate Loans into Eurodollar Rate Loans shall be suspended until the Administrative Agent shall notify the Borrowers that the Required Lenders have determined that the circumstances causing such suspension no longer exist.

(c) *Increased Costs.* If at any time any Lender determines that the introduction of, or any change in or in the interpretation of, any law, treaty or governmental rule, regulation or order occurring after the date hereof (other than any change by way of imposition or increase of reserve requirements included in determining the Eurodollar Rate) or the compliance by such Lender with any guideline, request or directive from any central bank or other Governmental Authority issued after the date hereof (whether or not having the force of law), shall have the effect of increasing the cost to such Lender of agreeing to make or making, funding or maintaining any Eurodollar Rate Loans, then the Borrowers shall from time to time, upon demand by such Lender (with a copy of such demand to the Administrative Agent), pay to the Administrative Agent for the account of such Lender additional amounts sufficient to compensate such Lender for such increased cost. A certificate as to the amount of such increased cost, submitted to the Parent Borrower and the Administrative Agent by such Lender, shall be conclusive and binding for all purposes, absent manifest error. The Borrowers shall not be required to compensate a Lender pursuant to this *Section 2.13(c)* for any increased costs incurred more than 90 days prior to the date that such Lender notifies the Parent Borrower of the change in law giving rise to such increased costs and of such Lender’s intention to claim compensation therefor; *provided, however*, that if the change in law giving rise to such increased costs is retroactive, then the 90-day period referred to above shall be extended to include the period of retroactive effect thereof (to the extent that such period of retroactive effect is not already included in such 90-day period).

(d) *Illegality.* Notwithstanding any other provision of this Agreement, if any Lender determines that the introduction of, or any change in or in the interpretation of, any law, treaty or governmental rule, regulation or order after the date of this Agreement shall make it unlawful, or any central bank or other Governmental Authority shall assert that it is unlawful, for any Lender or its Eurodollar Lending Office to make Eurodollar Rate Loans or to continue to fund or maintain Eurodollar Rate Loans, then, on notice thereof and demand therefor by such Lender to the Parent Borrower through the Administrative Agent, (i) the obligation of such Lender to make or to continue Eurodollar Rate Loans and to convert Base Rate Loans into Eurodollar Rate Loans shall be suspended, and each such Lender shall make a Base Rate Loan as part of any requested Borrowing of Eurodollar Rate Loans and (ii) if the affected Eurodollar Rate Loans are then outstanding, each Borrower shall immediately convert each such Loan into a Base Rate Loan. If, at any time after a Lender gives notice under this *clause (d)*, such Lender determines that it may lawfully make Eurodollar Rate Loans, such Lender shall promptly give notice of that determination to the Parent Borrower and the Administrative Agent, and the Administrative Agent shall promptly transmit the notice to each other Lender. The Borrowers’ right to request, and such Lender’s obligation, if any, to make Eurodollar Rate Loans shall thereupon be restored.

(e) *Breakage Costs.* In addition to all amounts required to be paid by the Borrowers pursuant to *Section 2.9 (Interest)*, each Borrower shall compensate each Lender, upon demand, for all losses, expenses and liabilities (including any loss or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired by such Lender to fund or maintain such Lender's Eurodollar Rate Loans to such Borrower but excluding any loss of the Applicable Margin on the relevant Loans) that such Lender may sustain (i) if for any reason (other than solely by reason of such Lender being a Non-Funding Lender) a proposed Borrowing, conversion into or continuation of Eurodollar Rate Loans does not occur on a date specified therefor in a Notice of Borrowing or a Notice of Conversion or Continuation given by or on behalf of such Borrower or in a telephonic request by or on behalf of it for borrowing or conversion or continuation or a successive Interest Period does not commence after notice therefor is given pursuant to *Section 2.10 (Conversion/Continuation Option)*, (ii) if for any reason any Eurodollar Rate Loan is prepaid (including mandatorily pursuant to *Section 2.8*) on a date that is not the last day of the applicable Interest Period, (iii) as a consequence of a required conversion of a Eurodollar Rate Loan to a Base Rate Loan as a result of any of the events indicated in *clause (d)* above or (iv) as a consequence of any failure by such Borrower to repay Eurodollar Rate Loans when required by the terms hereof. The Lender making demand for such compensation shall deliver to the Parent Borrower concurrently with such demand a written statement as to such losses, expenses and liabilities, and this statement shall be *prima facie* evidence as to the amount of compensation due to such Lender, absent manifest error.

2.14 *Capital Adequacy.* If at any time any Lender determines that (a) the adoption of, or any change in or in the interpretation of, any law, treaty or governmental rule, regulation or order after the date of this Agreement regarding capital adequacy, (b) compliance with any such law, treaty, rule, regulation or order or (c) compliance with any guideline or request or directive from any central bank or other Governmental Authority issued after the date hereof (whether or not having the force of law) shall have the effect of reducing the rate of return on such Lender's (or any corporation controlling such Lender's) capital as a consequence of its obligations hereunder or under or in respect of any Letter of Credit to a level below that which such Lender or such corporation could have achieved but for such adoption, change, compliance or interpretation, then, upon demand from time to time by such Lender (with a copy of such demand to the Administrative Agent), the Borrowers shall pay to the Administrative Agent for the account of such Lender, from time to time as specified by such Lender, additional amounts sufficient to compensate such Lender for such reduction. A certificate as to such amounts submitted to the Parent Borrower and the Administrative Agent by such Lender shall be conclusive and binding for all purposes absent manifest error. The Borrowers shall not be required to compensate a Lender pursuant to this *Section 2.14* for any reduced rate of return incurred more than 90 days prior to the date that such Lender notifies the Parent Borrower of the change in law giving rise to such reduced rate of return and of such Lender's intention to claim compensation therefor; *provided, however*, that if the change in law giving rise to such reduction is retroactive, then the 90-day period referred to above shall be extended to include the period of retroactive effect thereof (to the extent that such period of retroactive effect is not already included in such 90-day period).

2.15 Taxes.

(a) Except as otherwise provided in this *Section 2.15*, any and all payments by any Loan Party under each Loan Document shall be made free and clear of and without deduction for any and all present or future taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto, excluding (i) in the case of each Lender, each Issuer and the Administrative Agent (A) taxes measured by its net income, and franchise taxes imposed on it, and similar taxes imposed by the jurisdiction (or any political subdivision thereof) under the laws of which such Lender, such Issuer or the Administrative Agent (as the case may be) is organized or in which its principal office is located or, in the case of any Lender, in which its Applicable Lending Office is located and (B) any U.S. withholding taxes

payable with respect to payments under the Loan Documents under laws (including any statute, treaty or regulation) in effect on the Effective Date (or, in the case of (x) an Eligible Assignee, the date of the Assignment and Acceptance, (y) a successor Administrative Agent, the date of the appointment of such Administrative Agent, and (z) a successor Issuer, the date such Issuer becomes an Issuer) applicable to such Lender, such Issuer or the Administrative Agent, as the case may be, or is attributable to such Non-U.S. Lender's failure to comply with *Section 2.15(f)*, but not excluding any U.S. withholding taxes payable as a result of any change in such laws occurring after the Effective Date (or the date of such Assignment and Acceptance or the date of such appointment of such Administrative Agent or the date such Issuer becomes an Issuer) and (ii) in the case of each Lender or each Issuer, taxes measured by its net income, and franchise taxes imposed on it as a result of a present or former connection between such Lender or such Issuer (as the case may be) and the jurisdiction of the Governmental Authority imposing such tax or any taxing authority thereof or therein (all such non-excluded taxes, levies, imposts, deductions, charges, withholdings and liabilities being hereinafter referred to as "*Taxes*"). If any Taxes shall be required by law to be deducted from or in respect of any sum payable under any Loan Document to any Lender, any Issuer or the Administrative Agent (w) the sum payable shall be increased as may be necessary so that, after making all required deductions (including deductions applicable to additional sums payable under this *Section 2.15*, such Lender, such Issuer or the Administrative Agent (as the case may be) receives an amount equal to the sum it would have received had no such deductions been made, (x) the relevant Loan Party shall make such deductions, (y) the relevant Loan Party shall pay the full amount deducted to the relevant taxing authority or other authority in accordance with applicable law and (z) the relevant Loan Party shall deliver to the Administrative Agent evidence of such payment.

(b) In addition, each Loan Party agrees to pay any present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies of the United States or any political subdivision thereof or any applicable foreign jurisdiction, and all liabilities with respect thereto, in each case arising from any payment made under any Loan Document or from the execution, delivery or registration of, or otherwise with respect to, any Loan Document (collectively, "*Other Taxes*").

(c) Each Loan Party shall, jointly and severally, indemnify each Lender, each Issuer and the Administrative Agent for the full amount of Taxes and Other Taxes (including any Taxes and Other Taxes imposed by any jurisdiction on amounts payable under this *Section 2.15*) paid by such Lender, such Issuer or the Administrative Agent (as the case may be) and any liability (including for penalties, interest and expenses) arising therefrom or with respect thereto, whether or not such Taxes or Other Taxes were correctly or legally asserted. This indemnification shall be made within 30 days from the date such Lender, such Issuer or the Administrative Agent (as the case may be) makes written demand therefor.

(d) Within 30 days after the date of any payment of Taxes or Other Taxes by any Loan Party, the Parent Borrower shall furnish to the Administrative Agent, at its address referred to in *Section 10.8 (Notices, Etc.)*, the original or a certified copy of a receipt evidencing payment thereof.

(e) Without prejudice to the survival of any other agreement of any Loan Party hereunder or under the Guaranty, the agreements and obligations of such Loan Party contained in this *Section 2.15* shall survive the payment in full of the Obligations.

(f) Each Non-U.S. Lender that is entitled to an exemption from U.S. withholding tax, or that is subject to such tax at a reduced rate under an applicable tax treaty, shall (v) on or prior to the Effective Date in the case of each Non-U.S. Lender that is a signatory hereto, (w) on or prior to the date of the Assignment and Acceptance pursuant to which such Non-U.S. Lender becomes a Lender, on or prior to the date a successor Issuer becomes an Issuer or the date a successor Administrative Agent

becomes the Administrative Agent hereunder, (x) on or prior to the date on which any such form or certification expires or becomes obsolete, (y) after the occurrence of any event requiring a change in the most recent form or certification previously delivered by it to the Parent Borrower and the Administrative Agent, and (z) from time to time thereafter if requested by the Parent Borrower or the Administrative Agent, provide the Administrative Agent and the Parent Borrower with two completed originals of each of the following, as applicable:

(i) (A) Form W-8ECI (claiming exemption from U.S. withholding tax because the income is effectively connected with a U.S. trade or business) or any successor form, (B) Form W-8BEN (claiming exemption from, or a reduction of, U.S. withholding tax under an income tax treaty) or any successor form, (C) in the case of a Non-U.S. Lender claiming exemption under Sections 871(h) or 881(c) of the Code, a Form W-8BEN (claiming exemption from U.S. withholding tax under the portfolio interest exemption) or any successor form or (D) any other applicable form, certificate or document prescribed by the IRS certifying as to such Non-U.S. Lender's entitlement to such exemption from U.S. withholding tax or reduced rate with respect to all payments to be made to such Non-U.S. Lender under the Loan Documents. Unless the Parent Borrower and the Administrative Agent have received forms or other documents satisfactory to them indicating that payments under any Loan Document to or for a Non-U.S. Lender are not subject to U.S. withholding tax or are subject to such tax at a rate reduced by an applicable tax treaty, the Loan Parties and the Administrative Agent shall withhold amounts required to be withheld by applicable Requirements of Law from such payments at the applicable statutory rate.

(ii) Each U.S. Lender shall (v) on or prior to the Effective Date in the case of each U.S. Lender that is a signatory hereto, (w) on or prior to the date of the Assignment and Acceptance pursuant to which such U.S. Lender becomes a Lender or an Issuer or on or prior to the date a successor Administrative Agent becomes the Administrative Agent hereunder, (x) on or prior to the date on which any such form or certification expires or becomes obsolete, (y) after the occurrence of any event requiring a change in the most recent form or certification previously delivered by it to the Parent Borrower and the Administrative Agent, and (z) from time to time if requested by the Parent Borrower or the Administrative Agent, provide the Administrative Agent and the Parent Borrower with two completed originals of Form W-9 (certifying that such U.S. Lender is entitled to an exemption from U.S. backup withholding tax) or any successor form. Solely for purposes of this *Section 2.15(f)*, a U.S. Lender shall not include a Lender, an Issuer or an Administrative Agent that may be treated as an exempt recipient based on the indicators described in Treasury Regulation section 1.6049-4(c)(1)(ii).

(g) Any Lender claiming any additional amounts payable pursuant to this *Section 2.15* shall use its reasonable efforts (consistent with its internal policies and Requirements of Law) to change the jurisdiction of its Applicable Lending Office if the making of such a change would avoid the need for, or reduce the amount of, any such additional amounts that would be payable or may thereafter accrue and would not, in the sole determination of such Lender, be otherwise disadvantageous to such Lender.

(h) If any Lender, Issuer or the Administrative Agent, as determined in its reasonable discretion, ever receives any refund of or credit with respect to any Taxes or Other Taxes as to which it has been indemnified by any Loan Party, or with respect to which any Loan Party has paid additional amounts pursuant to this *Section 2.15*, it shall pay over to such Loan Party an amount equal to such refund or credit (but only to the extent of indemnity payments made, or additional amounts paid, by any Loan Party under this *Section 2.15* with respect to the Taxes or Other Taxes giving rise to such refund or credit), net of all out-of-pocket expenses of such Lender, Issuer or the Administrative Agent and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund

or credit); *provided* that such Loan Party, upon the request of such Lender, Issuer or the Administrative Agent, agrees to repay the amount paid over to the Loan Party, to such Lender, Issuer or the Administrative Agent in the event the Lender, Issuer or the Administrative Agent is required to repay such refund or credit to such Governmental Authority. This paragraph shall not be construed to require the Lender, Issuer or the Administrative Agent to make available its tax returns (or any other information relating to its taxes which it deems confidential) to any Loan Party or any other Person.

2.16 Substitution of Lenders.

(a) In the event that (i)(A) any Lender makes a claim under *Sections 2.13(c) (Increased Costs)* or *2.14 (Capital Adequacy)*, (B) it becomes illegal for any Lender to continue to fund or make any Eurodollar Rate Loan and such Lender notifies the Parent Borrower pursuant to *Section 2.13(d) (Illegality)*, (C) any Loan Party is required to make any payment pursuant to *Section 2.15 (Taxes)* that is attributable to a particular Lender or (D) any Lender becomes a Non-Funding Lender, (ii) in the case of *clause (i)(A)* above, as a consequence of increased costs in respect of which such claim is made, the effective rate of interest payable to such Lender under this Agreement with respect to its Loans materially exceeds the effective average annual rate of interest payable to the Required Lenders under this Agreement and (iii) in the case of *clause (i)(A), (B)* and *(C)* above, Lenders holding at least 75% of the Commitments are not subject to such increased costs or illegality, payment or proceedings (any such Lender, an “*Affected Lender*”), the Parent Borrower may substitute any Lender and, if reasonably acceptable to the Administrative Agent, any other Eligible Assignee (a “*Substitute Institution*”) for such Affected Lender hereunder, after delivery of a written notice (a “*Substitution Notice*”) by the Parent Borrower to the Administrative Agent and the Affected Lender within a reasonable time (in any case not to exceed 90 days) following the occurrence of any of the events described in *clause (i)* above that the Parent Borrower intends to make such substitution; *provided, however*, that, if more than one Lender claims increased costs, illegality or right to payment arising from the same act or condition and such claims are received by the Parent Borrower within 30 days of each other, then the Parent Borrower may substitute all, but not (except to the extent the Parent Borrower has already substituted one of such Affected Lenders before the Parent Borrower’s receipt of the other Affected Lenders’ claim) less than all, Lenders making such claims.

(b) If the Substitution Notice was properly issued under this *Section 2.16*, the Affected Lender shall sell, and the Substitute Institution shall purchase, all rights and claims of such Affected Lender under the Loan Documents and the Substitute Institution shall assume, and the Affected Lender shall be relieved of, the Affected Lender’s Revolving Credit Commitments and all other prior unperformed obligations of the Affected Lender under the Loan Documents (other than in respect of any damages (which pursuant to *Section 10.5 (Limitation of Liability)*, do not include exemplary or punitive damages, to the extent permitted by applicable law) in respect of any such unperformed obligations). Such purchase and sale (and the corresponding assignment of all rights and claims hereunder) shall be recorded in the Register maintained by the Administrative Agent and shall be effective on (and not earlier than) the later of (i) the receipt by the Affected Lender of its Ratable Portion of the Revolving Credit Outstandings, together with any other Obligations owing to it, (ii) the receipt by the Administrative Agent of an agreement in form and substance satisfactory to it and the Parent Borrower whereby the Substitute Institution shall agree to be bound by the terms hereof and (iii) the payment in full to the Affected Lender in cash of all fees, unreimbursed costs and expenses and indemnities accrued and unpaid through such effective date. Upon the effectiveness of such sale, purchase and assumption, the Substitute Institution shall become a “*Lender*” hereunder for all purposes of this Agreement having a Revolving Credit Commitment in the amount of such Affected Lender’s Revolving Credit Commitment assumed by it and such Revolving Credit Commitment of the Affected Lender shall be terminated; *provided, however*, that all indemnities under the Loan Documents shall continue in favor of such Affected Lender.

(c) Each Lender agrees that, if it becomes an Affected Lender and its rights and claims are assigned hereunder to a Substitute Institution pursuant to this *Section 2.16*, it shall execute and deliver to the Administrative Agent an Assignment and Acceptance to evidence such assignment, together with any Revolving Credit Note (if such Loans are evidenced by a Revolving Credit Note) evidencing the Loans subject to such Assignment and Acceptance; *provided, however*, that the failure of any Affected Lender to execute an Assignment and Acceptance shall not render such assignment invalid.

2.17 Extensions of Scheduled Maturity Date; Removal of Lenders.

(a) Subject to the terms and provisions of this *Section 2.17*, the Parent Borrower shall have two successive options to extend the Scheduled Maturity Date for a period of one year each (the first of which extension options shall be referred to herein as the “*First Extension Option*” and the second of which extension options shall be referred to herein as the “*Second Extension Option*”); *provided*, that in no event shall the Parent Borrower have such option(s) to extend the Scheduled Maturity Date during the Term Out Period and any unexercised options to extend the Scheduled Maturity Date as of the commencement of the Term Out Period shall be deemed waived. In connection with the First Extension Option, the Parent Borrower may, by written notice to the Administrative Agent (a “*Notice of Extension*”) given not earlier than 60 days prior to the first anniversary of the Effective Date nor later than 45 days prior to the then effective Scheduled Maturity Date, advise the Lenders that it requests an extension of the then effective Scheduled Maturity Date (such then effective Scheduled Maturity Date being the “*Existing Maturity Date*”) by one year, effective on the Existing Maturity Date. In the event the First Extension Option is exercised and the Existing Maturity Date is extended pursuant to the terms of this *Section 2.17*, the Parent Borrower may, by Notice of Extension given not earlier than 364 days following the date of delivery of the Notice of Extension provided in connection with the First Extension Option nor later than 45 days prior to the Existing Maturity Date, advise the Lenders that it has elected to exercise the Second Extension Option and request to extend the Existing Maturity Date by one year, effective on said Existing Maturity Date. The Administrative Agent will promptly, and in any event within five Business Days of the receipt of any such Notice of Extension, notify the Lenders of the contents of each such Notice of Extension.

(b) Each Notice of Extension shall (i) be irrevocable, (ii) constitute a representation by the Parent Borrower that (A) no Event of Default or Default has occurred and is continuing on and as of the date the Parent Borrower provides such Notice of Extension, and (B) the representations and warranties contained in *Section 3* are true and correct in all material respects on and as of the date the Parent Borrower provides such Notice of Extension, as though made on and as of such date (unless any representation and warranty expressly relates to an earlier date, in which case such representation and warranty shall be true and correct in all material respects as of such earlier date) and (iii) be subject to the satisfaction of the conditions precedent set forth in this *Section 2.17*.

(c) In the event a Notice of Extension is given to the Administrative Agent as provided in *Section 2.17(a)* and the Administrative Agent notifies a Lender of the contents thereof, such Lender shall, on or before the day that is 20 days following the date of Administrative Agent’s receipt of such Notice of Extension, advise the Administrative Agent in writing whether or not such Lender consents to the extension requested thereby, and if any Lender fails so to advise the Administrative Agent, such Lender shall be deemed to have not consented to such extension. If the Required Lenders so consent (the “*Consenting Lenders*”) to such extension, which consent may be withheld in their sole and absolute discretion, and any and all Lenders who have not consented (the “*Non-Consenting Lenders*”) are replaced pursuant to paragraph (d) or (e) of this *Section 2.17* or repaid pursuant to paragraph (f) of this *Section 2.17*, the Scheduled Maturity Date, and the Revolving Credit Commitments of the Consenting Lenders and the Nominees (as defined below) shall be automatically extended one year from the Existing Maturity Date, effective on the Existing Maturity Date.

(d) In the event the Consenting Lenders hold less than 100% of the sum of the aggregate Revolving Credit Outstandings and unused Revolving Credit Commitments, the Consenting Lenders, or any of them, shall have the right (but not the obligation) to assume all or any portion of the Non-Consenting Lenders' Revolving Credit Commitments by giving written notice to the Parent Borrower and the Administrative Agent of their election to do so on or before the day that is 25 days following the date of Administrative Agent's receipt of the Notice of Extension, which notice shall be irrevocable and shall constitute an undertaking to (i) assume, as of 5:00 p.m., New York City time, on the Existing Maturity Date, all or such portion of the Revolving Credit Commitments of the Non-Consenting Lenders, as the case may be, as may be specified in such written notice, and (ii) purchase (without recourse) from the Non-Consenting Lenders, at 5:00 p.m., New York City time, on the Existing Maturity Date, the Revolving Credit Outstandings outstanding on the Existing Maturity Date that correspond to the portion of the Revolving Credit Commitments to be so assumed at a price equal to the sum of (A) the unpaid principal amount of all Loans so purchased, plus (B) the aggregate amount, if any, previously funded by the transferor of any participations so purchased, plus (C) all accrued and unpaid interest and fees thereon. Such Revolving Credit Commitments and Revolving Credit Outstandings, or portion thereof, to be assumed and purchased by Consenting Lenders shall be allocated by the Administrative Agent among those Consenting Lenders who have so elected to assume the same, such allocation to be on a pro rata basis in accordance with the respective Revolving Credit Commitments of such Consenting Lenders as of the Existing Maturity Date or on such other basis as such Consenting Lenders shall agree; *provided, however*, in no event shall a Consenting Lender be required to assume and purchase an amount or portion of the Revolving Credit Commitments and Revolving Credit Outstandings of the Non-Consenting Lenders in excess of the amount which such Consenting Lender agreed to assume and purchase pursuant to the immediately preceding sentence.

(e) In the event that the Consenting Lenders shall not elect as provided in *Section 2.17(d)* to assume and purchase all of the Non-Consenting Lenders' Revolving Credit Commitments and Revolving Credit Outstandings, the Parent Borrower may designate, by written notice to the Administrative Agent and the Consenting Lenders given on or before the day that is 30 days following the date of Administrative Agent's receipt of the Notice of Extension, one or more Eligible Assignees not a party to this Agreement and reasonably acceptable to the Administrative Agent (individually, a "Nominee" and collectively, the "Nominees") to assume all or any portion of the Non-Consenting Lenders' Revolving Credit Commitments not to be assumed by the Consenting Lenders and to purchase (without recourse) from the Non-Consenting Lenders all Revolving Credit Outstandings outstanding at 5:00 p.m., New York City time, on the Existing Maturity Date that corresponds to the portion of the Revolving Credit Commitments so to be assumed at the price specified in *Section 2.17(d)*. Each assumption and purchase under this *Section 2.17(e)* shall be effective as of 5:00 p.m., New York City time, on the Existing Maturity Date when each of the following conditions has been satisfied in a manner satisfactory to the Administrative Agent:

(i) each Nominee and Non-Consenting Lender has executed an Assignment and Acceptance pursuant to which such Nominee shall (A) assume in writing its share of the obligations of the Non-Consenting Lenders hereunder, including its share of the Revolving Credit Commitments of the Non-Consenting Lenders and (B) agree to be bound as a Lender by the terms of this Agreement; and

(ii) the assignment shall otherwise comply with *Section 10.2*.

(f) If all of the Revolving Credit Commitments of the Non-Consenting Lenders are not replaced on or before the Existing Maturity Date, then, at the Parent Borrower's option, either (i) all Revolving Credit Commitments shall terminate on the Existing Maturity Date or (ii) the Parent Borrower shall give prompt notice of termination on the Existing Maturity Date of the Revolving Credit

Commitments of each Non-Consenting Lender not so replaced to the Administrative Agent, and shall fully repay on the Existing Maturity Date the Loans (and all accrued and unpaid interest and fees thereon), if any, of such Non-Consenting Lenders, which shall reduce the aggregate Revolving Credit Commitments accordingly (to the extent not assumed), and the Existing Maturity Date shall be extended in accordance with this *Section 2.17* for the remaining Revolving Credit Commitments of the Consenting Lenders; *provided, however*, that the Required Lenders have consented to such extension pursuant to *Section 2.17(c)*. Following the Existing Maturity Date, the Non-Consenting Lenders shall have no further obligations under this Agreement.

2.18 Conversion to Term Loans.

(a) At the option of the Parent Borrower and subject to the terms and provisions of this *Section 2.18*, upon written notice delivered to the Administrative Agent no earlier than 60 days and no later than 30 days prior to the Scheduled Maturity Date, the aggregate principal amount of all, but not less than all, of the Revolving Loans remaining outstanding at 5:00 p.m., New York City time, on the Scheduled Maturity Date shall automatically convert to Term Loans with a maturity of one year from the Scheduled Maturity Date (the “*Term Out Period*”) and shall be considered a “Borrowing” for all purposes under this Agreement. Any portion of each Lender’s Revolving Credit Commitment not utilized on or before the Scheduled Maturity Date shall be permanently cancelled. Any Term Loans that are prepaid may not be reborrowed, and each Borrower shall pay all unpaid principal and all accrued and unpaid interest on such Borrower’s Term Loans on or prior to the Final Maturity Date. The Term Loans shall be Base Rate Loans or Eurodollar Rate Loans, at each Borrower’s election, and each Borrower shall have the right to continue or convert the Type of Term Loan Borrowing and, as applicable, elect different Interest Periods applicable thereto in the same manner as the Revolving Loan Borrowings.

(b) The Parent Borrower’s notice to the Administrative Agent to convert the outstanding Revolving Loans to Term Loans pursuant to this *Section 2.18* shall (i) be irrevocable, (ii) constitute a representation by the Parent Borrower that (A) no Event of Default or Default has occurred and is continuing on and as of the date the Parent Borrower provides such notice and on the Scheduled Maturity Date, and (B) the representations and warranties contained in *Section 3* are true and correct in all material respects on and as of the date the Parent Borrower provides such notice and on the Scheduled Maturity Date (unless any representation and warranty expressly relates to an earlier date, in which case such representation and warranty shall be true and correct in all material respects as of such earlier date), (iii) be subject to the satisfaction of the conditions precedent set forth in this *Section 2.18* and (iv) be subject to the Borrowers entering into such amendments to this Agreement as the Administrative Agent shall reasonably request to implement the terms and conditions of such conversion.

2.19 The Administrative Borrower. Each Subsidiary Borrower hereby appoints the Parent Borrower as the administrative Borrower hereunder, and the Parent Borrower shall act under this Agreement as the agent, attorney-in-fact and legal representative of such Subsidiary Borrower for all purposes, including receiving account statements and other notices and communications to such Subsidiary Borrower from the Administrative Agent or any Lender. The Administrative Agent and the Lenders may rely, and shall be fully protected in relying, on any certificate, report, information or any notice or communication made or given by the Parent Borrower, whether in its own name or on behalf of a Subsidiary Borrower, and neither the Administrative Agent nor any Lender shall have any obligation to make any inquiry or request any confirmation from or on behalf of any Subsidiary Borrower as to the binding effect on it of any such notice or request.

SECTION 3. REPRESENTATIONS AND WARRANTIES

To induce the Agents, the Lenders and the Issuers to enter into this Agreement and to make the Loans and Issue or participate in the Letters of Credit, the MLP and each Borrower hereby represent and warrant to each Agent, each Lender and each Issuer that:

3.1 Financial Condition. The audited consolidated balance sheets of (a) the Parent Borrower and its Subsidiaries, (b) Texas Gas and (c) Gulf South, each as at December 31, 2005, and the related audited consolidated statements of income and of cash flows for the period ended on such date, reported on by and accompanied by an unqualified report from Deloitte & Touche LLP, present fairly the consolidated financial condition of the Parent Borrower, Texas Gas and Gulf South, respectively, as at such date, and the consolidated results of its operations and its consolidated cash flows for the period then ended. The unaudited consolidated balance sheets of (x) the Parent Borrower and its Subsidiaries, (y) Texas Gas and (z) Gulf South, each as at March 31, 2006, and the related unaudited consolidated statements of income and cash flows for the three-month period ended on such date, present fairly the consolidated financial condition of the Parent Borrower, Texas Gas and Gulf South, respectively, as at such date, and the consolidated results of its operations and its consolidated cash flows for the three-month period then ended (subject to normal year-end audit adjustments and the absence of notes). All such financial statements, including the related schedules and notes thereto, have been prepared in accordance with GAAP applied consistently throughout the periods involved (except as approved by the aforementioned firm of accountants and disclosed therein).

3.2 No Change. Since December 31, 2005 there has been no development or event that has had or could reasonably be expected to have a Material Adverse Effect.

3.3 Corporate Existence; Compliance with Law. Each of the MLP, the Borrowers and their respective Subsidiaries (a) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, (b) has the limited partnership, limited liability company, corporate or other power and authority, and the legal right, to own and operate its Property, to lease the Property it operates as lessee and to conduct the business in which it is currently engaged, (c) is duly qualified as a foreign limited partnership, limited liability company, corporation or other organization and in good standing under the laws of each jurisdiction where its ownership, lease or operation of Property or the conduct of its business requires such qualification and (d) is in compliance with all Requirements of Law except, in the case of *clauses (c) and (d)*, to the extent that the failure to comply therewith could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

3.4 Limited Partnership Power; Authorization; Enforceable Obligations. Each of the Loan Parties has the limited partnership (or equivalent) power and authority, and the legal right, to make, deliver and perform the Loan Documents to which it is a party and, with respect to the Borrowers, to borrow hereunder. Each of the Loan Parties has taken all necessary limited partnership (or equivalent) or other necessary action to authorize the execution, delivery and performance of the Loan Documents to which it is a party and, with respect to the Borrowers, to authorize the borrowings on the terms and conditions of this Agreement. No consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person is required in connection with the borrowings hereunder or the execution, delivery, validity or enforceability of this Agreement or any of the other Loan Documents, except consents, authorizations, filings and notices described in *Schedule 3.4*, which consents, authorizations, filings and notices have been obtained or made and are in full force and effect. No consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person is required in connection with the performance of this Agreement or any of the other Loan Documents, except routine consents, authorizations, filings and notices required to be made in the ordinary course of business. This Agreement has been, and, upon execution, each Loan

Document shall have been, duly executed and delivered on behalf of each Loan Party that is a party thereto. This Agreement constitutes, and each other Loan Document that is an agreement or instrument upon execution will constitute, a legal, valid and binding obligation of each Loan Party that is a party thereto, enforceable against such Loan Party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

3.5 No Legal Bar. The execution, delivery and performance of this Agreement and the other Loan Documents, the borrowings hereunder and the use of the proceeds thereof will not violate any Requirement of Law or any material Contractual Obligation of the MLP, the Borrowers or their respective Subsidiaries and will not result in, or require, the creation or imposition of any Lien on any of their respective properties or revenues pursuant to any Requirement of Law or any such Contractual Obligation.

3.6 No Material Litigation. Except as set forth on *Schedule 3.6*, no litigation, investigation or proceeding of or before any arbitrator or Governmental Authority is pending or, to the knowledge of any Borrower, threatened by or against any Borrower or any Borrower Affiliate, or against any of its or their respective properties or revenues (a) with respect to any of the Loan Documents or any of the transactions contemplated hereby or thereby, or (b) that could reasonably be expected to have a Material Adverse Effect.

3.7 No Default. No Default or Event of Default has occurred and is continuing.

3.8 Ownership of Property; Liens. Each of the MLP, the Borrowers and each of their respective Subsidiaries has title in fee simple to, or a valid leasehold interest in, or a right of way or easement in all real property used or necessary for, and material to, the conduct of its business, and good title to, or a valid leasehold interest in, all its other Property used or necessary for, and material to, the conduct of its business, and none of such Property is subject to any Lien except as permitted by *Section 7.2*.

3.9 Taxes. Each of the MLP, the Borrowers and each of their respective Subsidiaries has filed or caused to be filed all Federal, state and other material tax returns that are required to be filed and has paid all taxes shown to be due and payable on said returns or on any assessments made against it or any of its Property and all other taxes, fees or other charges imposed on it or any of its Property by any Governmental Authority (other than any the amount or validity of which are currently being contested in good faith by appropriate proceedings and with respect to which reserves in conformity with GAAP have been provided on the books of the MLP, the Borrowers and their respective Subsidiaries or any amount the failure to pay could not reasonably be expected to have a Material Adverse Effect); and no tax Lien has been filed, and, to the knowledge of any Borrower, no claim is being asserted, with respect to any such tax, fee or other charge.

3.10 ERISA. Neither a Reportable Event nor an "accumulated funding deficiency" (within the meaning of Section 412 of the Code or Section 302 of ERISA) has occurred during the five year period prior to the date on which this representation is made or deemed made with respect to any Plan, and each Plan has complied in all respects with the applicable provisions of ERISA and the Code, except any such failures to comply that could not reasonably be expected to have a Material Adverse Effect. No termination of a Single Employer Plan has occurred under Section 4041(c) or Section 4042 of ERISA, and no Lien in favor of the PBGC or a Plan has arisen, during such five-year period. The present value of all accrued benefits under each Single Employer Plan (based on those assumptions used to fund such Plans) did not, as of the last annual valuation date prior to the date on which this representation is

made or deemed made, exceed the value of the assets of such Plan allocable to such accrued benefits by an amount that could reasonably be expected to have a Material Adverse Effect. Neither the Parent Borrower nor any Commonly Controlled Entity has had a complete or partial withdrawal from any Multiemployer Plan that has resulted or could reasonably be expected to result in a material liability under ERISA, and neither the Parent Borrower nor any Commonly Controlled Entity would become subject to any liability that could reasonably be expected to have a Material Adverse Effect if the Parent Borrower or any such Commonly Controlled Entity were to withdraw completely from all Multiemployer Plans as of the valuation date most closely preceding the date on which this representation is made or deemed made. No such Multiemployer Plan is in Reorganization or Insolvent.

3.11 Use of Proceeds. The proceeds of the Loans shall be used solely (a) to refinance all Indebtedness and other obligations (if any) outstanding under the Existing Credit Agreement, (b) for the payment of transaction costs, fees and expenses incurred in connection with this Agreement and the transactions contemplated hereby and (c) for general partnership (or equivalent) purposes. The proceeds of the Letters of Credit shall be used solely for general partnership (or equivalent) purposes.

3.12 Environmental Matters. Other than exceptions to any of the following that could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect:

(a) Each of the MLP, the Borrowers and each of their respective Subsidiaries: (i) is, and within the period of all applicable statutes of limitation has been, in compliance with all applicable Environmental Laws; (ii) holds all Environmental Permits (each of which is in full force and effect) required for any of its current or intended operations or for any property owned, leased, or otherwise operated by it; and (iii) is, and within the period of all applicable statutes of limitation has been, in compliance with all of its Environmental Permits.

(b) There is no judicial, administrative, or arbitral proceeding (including any notice of violation or alleged violation) under or relating to any Environmental Law to which the MLP, the Borrowers or any of their respective Subsidiaries is, or to the knowledge of any Borrower will be, named as a party that is pending or, to the knowledge of any Borrower, threatened.

3.13 Accuracy of Information, etc. No statement or information (other than the projections and *pro forma* financial information referred to in the following sentence) contained in this Agreement, any other Loan Document or any other material document or certificate furnished to the Administrative Agent or the Lenders or any of them, by or on behalf of the MLP, any Borrower or any of their respective Subsidiaries for use in connection with the transactions contemplated by this Agreement or the other Loan Documents (as modified or supplemented by other information so furnished on or before the time this representation is made or deemed made with respect thereto), contained as of the date such statement, information, document or certificate was so furnished, any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements contained herein or therein not misleading. The projections and *pro forma* financial information contained in the materials referenced above are based upon good faith estimates and assumptions believed by management of the Parent Borrower to be reasonable at the time made, it being recognized by the Lenders that such financial information as it relates to future events is not to be viewed as fact and that actual results during the period or periods covered by such financial information may differ from the projected results set forth therein by a material amount.

3.14 Solvency. Both before and after giving effect to (a) the Loans and Letter of Credit Obligations to be made or extended on the Effective Date or such other date as Loans and Letter of Credit Obligations requested hereunder are made or extended, (b) the disbursement of the proceeds of

such Loans pursuant to the instructions of the applicable Borrower, and (c) the payment and accrual of all transaction costs in connection with the foregoing, each Loan Party is Solvent.

3.15 Subsidiaries; Borrower Information. (a) Set forth on *Schedule 3.15(a)* is a complete and accurate list showing, as of the Effective Date, all Subsidiaries of the MLP and the Parent Borrower. *Schedule 3.15(a)* sets forth as of the Effective Date the name and jurisdiction of organization of each such Subsidiary, and as to each such Subsidiary, the percentage of each class of Capital Stock owned by each Loan Party. As of the Effective Date, there are no outstanding subscriptions, options, warrants, calls, rights or other agreements or commitments (other than stock options granted to employees or directors and directors' qualifying shares) of any nature relating to any Capital Stock of the MLP, the Borrowers or any of their respective Subsidiaries, except as disclosed on *Schedule 3.15(a)*.

(b) *Schedule 3.15(b)* sets forth as of the Effective Date the name, address of principal place of business and tax identification number of each Borrower.

3.16 Margin Regulations. The Borrowers are not engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U of the Federal Reserve Board), and no proceeds of any Loan will be used to purchase or carry any such margin stock or to extend credit to others for the purpose of purchasing or carrying any such margin stock in contravention of Regulation T, U or X of the Federal Reserve Board.

3.17 Investment Company Act. None of the MLP, any Borrower or any of their respective Subsidiaries is an "investment company" or an "affiliated person" of, or "promoter" or "principal underwriter" for, an "investment company," as such terms are defined in the Investment Company Act of 1940, as amended.

3.18 Insurance. All policies of insurance of any kind or nature of the Parent Borrower or any of its Subsidiaries, including policies of life, fire, theft, product liability, public liability, property damage, other casualty, employee fidelity, workers' compensation and employee health and welfare insurance, are in full force and effect and are of a nature and provide such coverage as is customarily carried by businesses of the size and character of such Person.

3.19 Foreign Assets Control Regulations, Etc.

(a) No proceeds of the Loans will be used, directly or indirectly, in violation of the Trading with the Enemy Act, as amended, or any of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto.

(b) None of the MLP, any Borrower or any of their respective Subsidiaries (i) is, or will become, a Person described or designated in the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control or in Executive Order No. 13224 on Terrorist Financing, effective September 23, 2001, or (ii) engages or will engage in any dealings or transactions, or is or will be otherwise associated, with any such Person. The MLP, the Borrowers and their respective Subsidiaries are in compliance, in all material respects, with the Patriot Act and, to the extent requested by any Lender, have provided such information to the Lenders as required by *Section 10.19 (Patriot Act Notice)*.

(c) No proceeds of the Loans will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as

amended, assuming in all cases that such Act applies to the MLP, the Borrowers and their respective Subsidiaries.

SECTION 4. CONDITIONS PRECEDENT

4.1 Conditions to Effectiveness. The effectiveness of this Agreement is subject to the satisfaction (or due waiver in accordance with *Section 10.1 (Amendments, Waivers, Etc.)*), prior to or concurrently with the Effective Date, of the following conditions precedent:

(a) *Loan Documents.* The Administrative Agent shall have received (i) this Agreement, executed and delivered by a duly authorized officer of the MLP, the Borrowers and the Lenders, (ii) for the account of each Lender requesting the same, a Revolving Credit Note of the Borrowers conforming to the requirements set forth herein and (iii) the Guaranty, executed and delivered by a duly authorized officer of the MLP.

(b) *Fees.* The Lenders, the Administrative Agent and the Arrangers shall have received all fees required to be paid, and all expenses for which invoices have been presented (including reasonable fees, disbursements and other charges of counsel to the Administrative Agent), on or before the Effective Date.

(c) *Closing Certificate.* The Administrative Agent shall have received a certificate of each Loan Party dated the Effective Date, substantially in the form of *Exhibit B (Form of Closing Certificate)*, with (i) a copy of the certificate of limited partnership (or equivalent) of such Loan Party, certified as of a recent date by the Secretary of State of the State of Delaware, together with a certificate of such official attesting to the good standing of such Loan Party, (ii) a certification by the Secretary or Assistant Secretary of such Loan Party (or general partner thereof) of the names and true signatures of each officer of such Loan Party (or general partner thereof) that has been authorized to execute and deliver any Loan Document or other document required hereunder to be executed and delivered by or on behalf of such Loan Party, (iii) the limited partnership agreement (or equivalent) of such Loan Party as in effect on the date of such certification, (iv) the resolutions and consent of such Loan Party's (or general partner thereof's) Board of Directors approving and authorizing the execution, delivery and performance of this Agreement and the other Loan Documents to which it is respectively a party and (v) a certification that there has been no change to the certificate of limited partnership (or equivalent) of such Loan Party delivered pursuant to *clause (i)* above.

(d) *Secretary's Certificate.* The Administrative Agent shall have received a secretary's certificate of each of the BGL and the General Partner dated the Effective Date, with certified copies of (i) the certificate of formation or certificate of limited partnership (or equivalent) of such Person, certified as of a recent date by the Secretary of State of the state of organization of such Person, and (ii) the limited liability company agreement or limited partnership agreement (or equivalent) of such Person as in effect on the date of such certification.

(e) *Solvency Certificate.* The Administrative Agent and the Lenders shall have received a certification given by the chief financial officer of each Borrower in his capacity as such (and not in his individual capacity), dated the Effective Date, in form and substance satisfactory to the Administrative Agent, attesting to the solvency of the Borrowers and the MLP after giving effect to the transactions contemplated hereby.

(f) *Legal Opinions.* The Administrative Agent shall have received the legal opinions of (i) Vinson & Elkins LLP, counsel to the Loan Parties, substantially in the form of *Exhibit C-1 (Form of Legal Opinion of Vinson & Elkins LLP)* and (ii) Michael McMahon, Esq., General Counsel of the BGL

and GS Pipeline Company, LLC, substantially in the form of *Exhibit C-2 (Form of Legal Opinion of General Counsel)*.

(g) *Financial Statements.* The Administrative Agent shall have received copies of (i) the audited consolidated balance sheets of (A) the Parent Borrower and its Subsidiaries, (B) Texas Gas and (C) Gulf South, each as at the end of the year ended December 31, 2005 and the related audited consolidated statements of income and of cash flows for such year, setting forth in each case in comparative form the figures as of the end of and for the previous year, reported on without a “*going concern*” or like qualification or exception, or qualification arising out of the scope of the audit, by independent certified public accountants of nationally recognized standing, and (ii) the unaudited consolidated balance sheets of each of (A) the Parent Borrower and its Subsidiaries, (B) Texas Gas and (C) Gulf South, each as at March 31, 2006, and the related unaudited consolidated statements of income and cash flows for the three-month period ended on such date, reported on without a “*going concern*” or like qualification or exception, or qualification arising out of the scope of the audit, by independent certified public accountants of nationally recognized standing (all such financial statements to be complete and correct in all material respects and to be prepared in reasonable detail and in accordance with GAAP applied consistently throughout the periods reflected therein and with prior periods (except as approved by such accountants or officer, as the case may be, and disclosed therein)).

(h) *Officer’s Certificate.* The Administrative Agent shall have received a certificate of a Responsible Officer of the Parent Borrower to the effect that the condition set forth in *Section 4.2(b) (Conditions Precedent to Each Extension of Credit)* has been satisfied.

(i) *Approvals.* All governmental and third party approvals necessary in connection with this Agreement and the transactions contemplated hereby shall have been obtained and be in full force and effect.

(j) *Refinancing of Existing Credit Agreement.* All Existing Revolving Loans and all accrued and unpaid interest, fees, expenses and other obligations under the Existing Credit Agreement shall have been paid in full.

4.2 Conditions Precedent to Each Extension of Credit. The obligation of each Lender on any date (including the Effective Date) to make any Loan and of each Issuer on any date (including the Effective Date) to Issue any Letter of Credit is subject to the satisfaction (or due waiver in accordance with *Section 10.1 (Amendments, Waivers, Etc.)*) of each of the following conditions precedent:

(a) *Request for Borrowing or Issuance of Letter of Credit.* With respect to any Revolving Loan, the Administrative Agent shall have received a duly executed Notice of Borrowing, with respect to any Swingline Loan, the Administrative Agent shall have received a duly executed Swingline Loan Request, and, with respect to any Letter of Credit, the Administrative Agent and the Issuer shall have received a duly executed Letter of Credit Request.

(b) *Representations and Warranties; No Defaults.* The following statements shall be true on the date of such Loan or Issuance, both before and after giving effect thereto and, in the case of any Loan, to the application of the proceeds thereof:

(i) the representations and warranties set forth in *Section 3 (Representations and Warranties)* and in the other Loan Documents shall be true and correct in all material respects on and as of any such date with the same effect as though made on and as of such date, except (A) to the extent such representations and warranties expressly relate to an earlier date, in

which case such representations and warranties shall have been true and correct in all material respects as of such earlier date and (B) the representations and warranties set forth in *Sections 3.2 and 3.6* shall be made on and as of the Effective Date only;

(ii) no Default or Event of Default shall have occurred and be continuing;
and

(iii) each Borrower's Revolving Credit Outstandings shall not exceed such Borrower's Revolving Credit Sublimit and the aggregate Revolving Credit Outstandings shall not exceed the then effective Revolving Credit Commitments.

(c) *No Legal Impediments.* The making of the Loans or the Issuance of such Letter of Credit on such date does not violate any Requirement of Law on the date of or immediately following such Loan or Issuance of such Letter of Credit and is not enjoined, temporarily, preliminarily or permanently.

Each submission by the applicable Borrower to the Administrative Agent of a Notice of Borrowing or a Swingline Loan Request and the acceptance by such Borrower of the proceeds of each Loan requested therein, and each submission by the applicable Borrower to an Issuer of a Letter of Credit Request, and the Issuance of each Letter of Credit requested therein, shall be deemed to constitute a representation and warranty by such Borrower as to the matters specified in *clause (b)* above on the date of the making of such Loan or the Issuance of such Letter of Credit.

4.3 Determinations of Initial Borrowing Conditions.

For purposes of determining compliance with the conditions specified in *Section 4.1 (Conditions to Effectiveness)*, each Lender shall be deemed to have consented to, approved, accepted or be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to the Lenders unless an officer of the Administrative Agent responsible for the transactions contemplated by the Loan Documents shall have received notice from such Lender prior to the initial Borrowing specifying its objection thereto and such Lender shall not have made available to the Administrative Agent such Lender's Ratable Portion of such Borrowing.

4.4 Conditions Precedent to Each Incremental Credit Extension Date.

Each Revolving Credit Commitment Increase shall not become effective until the satisfaction of all of the following conditions precedent:

(a) The Administrative Agent shall have received on or prior to the Incremental Credit Extension Date each of the following, each dated as of such Incremental Credit Extension Date unless otherwise indicated or agreed to by the Administrative Agent and each in form and substance satisfactory to the Administrative Agent:

(i) written commitments duly executed by existing Lenders (or their Affiliates or Approved Funds) or Eligible Assignees in an aggregate amount equal to the amount of the proposed Revolving Credit Commitment Increase (as agreed between the Parent Borrower and the Administrative Agent but in any case not to exceed, in the aggregate, the maximum amount set forth in *Section 2.1(b)*) and, in the case of each such Eligible Assignee that is not an existing Lender, an assumption agreement in form and substance satisfactory to the Administrative Agent and duly executed by the Parent Borrower, the Administrative Agent and such Eligible Assignee;

(ii) an amendment to this Agreement (including to *Schedule I*), effective as of such Incremental Credit Extension Date and executed by the Borrowers and the Administrative Agent, to the extent necessary to implement the terms and conditions of such Revolving Credit Commitment Increase as agreed by the Parent Borrower and the Administrative Agent;

(iii) certified copies of resolutions of the Board of Directors of each Loan Party approving the consummation of such Revolving Credit Commitment Increase and the execution, delivery and performance of the corresponding amendments to this Agreement and the other documents to be executed in connection therewith;

(iv) a favorable opinion of counsel for each Loan Party, addressed to the Administrative Agent and the Lenders and in form and substance and from counsel reasonably satisfactory to the Administrative Agent; and

(v) such other documents as any Lender participating in such Revolving Credit Commitment Increase may require as a condition to its commitment therein.

(b) There shall have been paid to the Administrative Agent, for the account of itself and the Lenders, as applicable, all fees and expenses (including reasonable fees and expenses of counsel) due and payable on or before such Incremental Credit Extension Date.

(c) The conditions precedent set forth in *Section 4.2(b)* shall have been satisfied both before and after giving effect to such Revolving Credit Commitment Increase.

(d) Such Revolving Credit Commitment Increase shall have been made on the terms and conditions set forth in *Section 2.1(b)*.

SECTION 5. FINANCIAL COVENANT

Each of the MLP and the Borrowers hereby agrees that so long as the Revolving Credit Commitments remain in effect, any Letter of Credit remains outstanding or any Loan or other amount is owing to any Lender, any Issuer or the Administrative Agent hereunder, each of the MLP and the Borrowers shall respectively maintain on the last day of each Fiscal Quarter a Consolidated Leverage Ratio of not more than 5.00 to 1.00; *provided, however*, that each of the MLP and the Borrowers shall be permitted to respectively maintain a Consolidated Leverage Ratio of not more than 5.50 to 1.00 for a period of three consecutive Fiscal Quarters immediately following the consummation of a Qualified Acquisition by it or its Subsidiaries.

SECTION 6. AFFIRMATIVE COVENANTS

Each of the MLP and the Borrowers hereby agrees that so long as the Revolving Credit Commitments remain in effect, any Letter of Credit remains outstanding or any Loan or other amount is owing to any Lender, any Issuer or the Administrative Agent hereunder, the MLP and the Borrowers shall and shall cause each of their respective Subsidiaries to:

6.1 Financial Statements. Furnish to the Administrative Agent and each Lender:

(a) as soon as available, but in any event within 90 days after the end of each Fiscal Year of each of the MLP and the Borrowers, a copy of the audited consolidated balance sheet of (i) the MLP and its consolidated Subsidiaries and (ii) each Borrower and its consolidated Subsidiaries, each as at the end of such year and the related audited consolidated statements of income and of cash flows for such

year, setting forth in each case in comparative form the figures as of the end of and for the previous year, reported on without a “going concern” or like qualification or exception, or qualification arising out of the scope of the audit, by Deloitte & Touche LLP or other independent certified public accountants of nationally recognized standing; and

(b) as soon as available, but in any event not later than 45 days after the end of each of the first three quarterly periods of each Fiscal Year of each of the MLP and the Borrowers, the unaudited consolidated balance sheet of (i) the MLP and its consolidated Subsidiaries and (ii) each Borrower and its consolidated Subsidiaries, each as at the end of such quarter and the related unaudited consolidated statements of income and of cash flows for such quarter and the portion of the Fiscal Year through the end of such quarter, setting forth in each case in comparative form the figures as of the end of and for the corresponding period in the previous year, certified by a Responsible Officer of the MLP and the Borrowers, as applicable, as being fairly stated in all material respects (subject to normal year end audit adjustments and the absence of footnotes);

all such financial statements to be complete and correct in all material respects and to be prepared in reasonable detail and in accordance with GAAP applied consistently throughout the periods reflected therein and with prior periods (except as approved by such accountants or officer, as the case may be, and disclosed therein).

6.2 Certificates; Other Information. Furnish to the Administrative Agent and each Lender, or, in the case of *clause (f)* below, to the relevant Lender:

(a) concurrently with the delivery of the financial statements referred to in *Section 6.1(a)*, a certificate of the independent certified public accountants reporting on such financial statements stating that in making the examination necessary therefor no knowledge was obtained of any Default or Event of Default, except as specified in such certificate (it being understood that such certificate shall be limited to the items that independent certified public accountants are permitted to cover in such certificates pursuant to their professional standards and customs of the profession);

(b) concurrently with the delivery of any financial statements pursuant to *Section 6.1*, (i) a certificate of a Responsible Officer of the Parent Borrower stating that such Responsible Officer has obtained no knowledge of any Default or Event of Default except as specified in such certificate and (ii) a compliance certificate of a Responsible Officer of the Parent Borrower containing all information and calculations necessary for determining compliance by the MLP and each Borrower with *Section 5* of this Agreement as of the last day of the Fiscal Quarter or Fiscal Year of the MLP or such Borrower, as the case may be;

(c) within five days after the same are sent, copies of all financial statements and reports that the MLP, any Borrower or any of their respective Subsidiaries sends to the holders of any class of its debt securities or public equity securities and, within five days after the same are filed, copies of all financial statements and reports that the MLP, any Borrower or any of their respective Subsidiaries may make to, or file with, the SEC;

(d) as soon as possible and in any event within ten days of obtaining knowledge thereof, notice of any development, event, or condition that, individually or in the aggregate with other developments, events or conditions, could reasonably be expected to result in a Material Adverse Effect; and

(e) promptly, such additional financial and other information as any Lender may from time to time reasonably request.

6.3 Payment of Obligations. Pay, discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all its material obligations of whatever nature, except where the amount or validity thereof is currently being contested in good faith by appropriate proceedings and reserves in conformity with GAAP with respect thereto have been provided on the books of the Parent Borrower or its Subsidiaries, as the case may be, or the failure to pay, discharge or otherwise satisfy could not reasonably be expected to have a Material Adverse Effect.

6.4 Conduct of Business and Maintenance of Existence, etc. (a) (i) Preserve, renew and keep in full force and effect its corporate or other existence and (ii) take all reasonable action to maintain all rights, privileges and franchises necessary or desirable in the normal conduct of its business, except, in each case, as otherwise permitted by *Section 7.5* and except, in the case of *clause (ii)* above, to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect; and (b) comply with all Contractual Obligations and Requirements of Law, except to the extent that failure to comply therewith could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

6.5 Maintenance of Property; Insurance. (a) Keep all Property and systems useful and necessary in its business in good working order and condition, ordinary wear and tear excepted and (b) maintain with financially sound and reputable insurance companies insurance on all its Property in at least such amounts (subject to customary deductibles) and against at least such risks (but including in any event public liability and business interruption) as are usually insured against in the same general area by companies of similar size engaged in the same or a similar business.

6.6 Inspection of Property; Books and Records; Discussions. (a) Keep proper books of records and account in which full, true and correct entries in conformity in all material respects with GAAP and all Requirements of Law shall be made of all dealings and transactions in relation to its business and activities and (b) upon reasonable prior notice, permit representatives of any Lender to visit and inspect any of its properties and examine and make abstracts from any of its books and records, at the Borrowers' expense and at any reasonable time and as often as may reasonably be desired and to discuss the business, operations, properties and financial and other condition of the MLP, the Borrowers and their respective Subsidiaries with officers and employees of the MLP, the Borrowers and their respective Subsidiaries and with their independent certified public accountants.

6.7 Notices. Promptly give notice to the Administrative Agent and each Lender of:

(a) the occurrence of any Default or Event of Default, as soon as possible and in any event, within 5 Business Days after any Borrower knows or has reason to know thereof;

(b) any (i) default or event of default under any Contractual Obligation of the MLP, any Borrower or any of their respective Subsidiaries or (ii) litigation, investigation or proceeding which may exist at any time between the MLP, any Borrower or any of their respective Subsidiaries and any Governmental Authority, that, in either case, if not cured, could reasonably be expected to have a Material Adverse Effect; and

(c) the following events, as soon as possible and in any event within 30 days after any Borrower knows or has reason to know thereof: (i) the occurrence of any Reportable Event with respect to any Plan, a failure to make any required contribution to a Plan, the creation of any Lien in favor of the PBGC or a Plan or any withdrawal from, or the termination, Reorganization or Insolvency of, any Multiemployer Plan or (ii) the institution of proceedings or the taking of any other action by the PBGC or the Parent Borrower or any Commonly Controlled Entity or any Multiemployer Plan with respect to the withdrawal from, or the termination, Reorganization or Insolvency of, any Plan.

Each notice pursuant to this Section shall be accompanied by a statement of a Responsible Officer of the Parent Borrower setting forth details of the occurrence referred to therein and stating what action the MLP, the relevant Borrower or the relevant Subsidiary proposes to take with respect thereto.

6.8 Environmental Laws. Comply with all applicable Environmental Laws, and obtain and comply with any and all licenses, approvals, notifications, registrations or permits required by applicable Environmental Laws, except where the failure to so comply could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

6.9 Payment of Taxes, Etc. Pay and discharge before the same shall become delinquent, all lawful governmental claims, taxes, assessments, charges and levies, except where contested in good faith, by proper proceedings and adequate reserves therefor have been established on the books of the Parent Borrower or the appropriate Subsidiary in conformity with GAAP or where the failure to pay could not reasonably be expected to have a Material Adverse Effect.

6.10 Use of Proceeds. Use the entire amount of the proceeds of the Loans and Letters of Credit as provided in *Section 3.11 (Use of Proceeds)*.

SECTION 7. NEGATIVE COVENANTS

Each of the MLP and the Borrowers hereby agrees that, so long as the Revolving Credit Commitments remain in effect, any Letter of Credit remains outstanding or any Loan or any other amount is owing to any Lender, any Issuer or the Administrative Agent hereunder, the MLP and the Borrowers shall not, and shall not permit any of their respective Subsidiaries to, directly or indirectly:

7.1 Limitations on Indebtedness. Permit the Parent Borrower or any of the Parent Borrower's Subsidiaries to create, incur, assume or suffer to exist any Indebtedness, except for the following:

(a) Indebtedness of the Parent Borrower and the Parent Borrower's Subsidiaries outstanding on the date hereof and listed on *Schedule 7.1*;

(b) Indebtedness arising from intercompany loans among the Parent Borrower and its Subsidiaries; *provided, however*, that, in the case of intercompany loans to Subsidiaries, the Investment in such intercompany loan to such Subsidiary is permitted under *Section 7.3 (Limitation on Investments)*; and

(c) additional Indebtedness of any Borrower if, at the time of incurring such Indebtedness and after giving effect thereto, (i) such Borrower shall be in *pro forma* compliance with the financial covenant in Section 5, in each case determined as of the last day of the most recently ended Fiscal Quarter of such Borrower for which financial statements have been delivered to the Administrative Agent pursuant to *Sections 6.1(a) or (b)*, as applicable, and (ii) no Default or Event of Default shall have occurred and be continuing.

7.2 Limitations upon Liens. Create, incur, assume or suffer to exist any Lien upon any its Property, whether now owned or hereafter acquired, except for the following:

(a) Liens with respect to the payment of taxes, assessments or governmental charges in each case that are not yet due or that are being contested in good faith by appropriate proceedings and,

if being contested, with respect to which adequate reserves or other appropriate provisions are being maintained to the extent required by GAAP;

(b) Liens of landlords arising by statute and liens of suppliers, mechanics, carriers, materialmen, warehousemen or workmen and other similar Liens, in each case (i) imposed by law or arising in the ordinary course of business, (ii) for amounts not yet due or that are being contested in good faith by appropriate proceedings and (iii) if being contested, with respect to which adequate reserves or other appropriate provisions are being maintained to the extent required by GAAP;

(c) deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance or other types of social security benefits or to secure the performance of bids, tenders, sales, contracts (other than for the repayment of borrowed money) and surety, appeal, customs or performance bonds;

(d) encumbrances arising by reason of zoning restrictions, easements, licenses, reservations, covenants, rights-of-way (including for pipeline purposes), utility easements, building restrictions and other similar encumbrances on the use of real property not materially detracting from the value of such real property or not materially interfering with the ordinary conduct of the business conducted and proposed to be conducted at such real property;

(e) encumbrances arising under leases or subleases of real property that do not, in the aggregate, materially detract from the value of such real property or interfere with the ordinary conduct of the business conducted and proposed to be conducted at such real property;

(f) financing statements with respect to a lessor's rights in and to personal property leased to such Person in the ordinary course of such Person's business other than through a Capital Lease;

(g) Liens arising out of judgments and decrees not resulting in an Event of Default under *Section 8.1(h)*; and

(h) any other Lien if, at the time of, and after giving effect to, the creation or assumption of such Lien, the aggregate amount of all Indebtedness of the MLP, the Parent Borrower and their respective Subsidiaries secured by all such Liens do not exceed 10% of the Consolidated Net Tangible Assets of the Parent Borrower and its Subsidiaries.

7.3 Limitation on Investments. Make or maintain, directly or indirectly, any Investment in any Subsidiary that is not a Wholly Owned Subsidiary or any Joint Venture if any such Subsidiary or Joint Venture is subject to any Contractual Obligation restricting or limiting (other than any such restriction or limitation contained in the Constituent Documents of any such Person that subjects the payment of dividends or the making of other distributions to the discretion of the Board of Directors of such Person or permits dividends or distributions only to the extent of available cash (as defined in such Constituent Document)) the payment of dividends or the making of other distributions to the Parent Borrower, except (a) Investments in any such Subsidiary or Joint Venture in an aggregate amount not to exceed \$100,000,000 and (b) Investments in any Joint Venture with a credit rating for such Joint Venture's long-term senior unsecured non-credit enhanced debt of at least BBB- by S&P or Baa3 by Moody's or an equivalent rating from Fitch Ratings Ltd.

7.4 Limitation on Sale and Lease-Back Transactions. Enter into any arrangement with any Person providing for the leasing by the Parent Borrower or any of its Subsidiaries of real or personal property which has been or is to be sold or transferred by the Parent Borrower or such Subsidiary to such Person or to any other Person to whom funds have been or are to be advanced by such Person on

the security of such property or rental obligations of the Parent Borrower or such Subsidiary (each a “*Sale and Lease-Back Transactions*”), except the Parent Borrower and its Subsidiaries may enter into, create, assume and suffer to exist Sale and Lease-Back Transactions if at the time of, and after giving effect to, such Sale and Lease-Back Transaction, the aggregate fair market value of all properties covered by Sale and Lease-Back Transactions does not exceed \$100,000,000.

7.5 Fundamental Changes. Merge into or consolidate with any other Person, or permit any other Person to merge into or consolidate with it, or sell, transfer, lease or otherwise dispose of (in one transaction or in a series of transactions) all or substantially all of its assets, or all or substantially all of the stock of any of its Subsidiaries (in each case, whether now owned or hereafter acquired), or liquidate or dissolve, except that, if at the time thereof and immediately after giving effect thereto no Default shall have occurred and be continuing, (i) any Person may merge into the Parent Borrower or a Wholly Owned Subsidiary of the Parent Borrower in a transaction in which the Parent Borrower or such Wholly Owned Subsidiary, as applicable, is the surviving entity, (ii) any Subsidiary may merge into any Subsidiary in a transaction in which the surviving entity is a Subsidiary; *provided, however*, that if such merger involves a Subsidiary Borrower, such Subsidiary Borrower shall be the surviving entity, (iii) any Subsidiary (other than a Subsidiary Borrower) may sell, transfer, lease or otherwise dispose of its assets to the Parent Borrower or to another Subsidiary and (iv) any Subsidiary (other than a Subsidiary Borrower) may liquidate or dissolve if the Parent Borrower determines in good faith that such liquidation or dissolution is in the best interests of the Parent Borrower and is not materially disadvantageous to the Lenders.

7.6 Restricted Payments. Declare or make, or agree to pay or make, directly or indirectly, any Restricted Payment, except for the following:

(a) with respect to any Fiscal Quarter of the Parent Borrower, the Parent Borrower may declare and pay dividends to the MLP within 60 days following the end of such Fiscal Quarter in an amount not to exceed the Available Cash for such Fiscal Quarter;

(b) the Parent Borrower may declare and pay dividends with respect to its equity interests payable solely in additional shares of its Capital Stock (other than any Capital Stock with preferential rights or a stated liquidation or similar amount);

(c) the Parent Borrower may repurchase Capital Stock issued after the Effective Date funded with proceeds from the issuance of additional Capital Stock or the incurrence of Indebtedness permitted hereunder;

(d) the Parent Borrower’s Subsidiaries may make Restricted Payments to the Parent Borrower and to Wholly Owned Subsidiaries of the Parent Borrower; and

(e) the Parent Borrower may make other Restricted Payments not to exceed \$100,000,000 in the aggregate;

provided, however, that the Restricted Payments described in *clauses (a), (b), (c) or (e)* above shall not be permitted if either (i) an Event of Default or Default shall have occurred and be continuing at the date of declaration or payment thereof or would result therefrom or (ii) such Restricted Payment is prohibited under the terms of any Indebtedness (other than the Obligations) of, or Requirement of Law applicable to, the Parent Borrower or any of its Subsidiaries.

7.7 Limitation on Restrictions on Subsidiary Distributions. Enter into or suffer to exist or become effective any consensual encumbrance or restriction on the ability of any Subsidiary of

the Parent Borrower to (a) make Restricted Payments in respect of any Capital Stock of such Subsidiary held by, or pay any Indebtedness owed to, the Parent Borrower or any other Subsidiary of the Parent Borrower, (b) make Investments in the Parent Borrower or any other Subsidiary of the Parent Borrower or (c) transfer any of its assets to the Parent Borrower or any other Subsidiary, except for (i) such encumbrances or restrictions existing under or by reason of any restrictions existing under the Loan Documents and (ii) encumbrances or restrictions contained in, or existing by reason of, any agreement or instrument (A) relating to property existing at the time of the acquisition thereof, so long as the encumbrance or restriction relates only to the property so acquired, (B) relating to any Indebtedness of any Subsidiary at the time such Subsidiary was merged or consolidated with or into, or acquired by, the Parent Borrower or a Subsidiary or became a Subsidiary, which encumbrance or restriction is not applicable to any Person, or any properties or assets of any Person, other than such Subsidiary or the properties or assets of such Subsidiary and is not created in contemplation thereof, (C) effecting a renewal, extension, or refinancing (or successive extensions, renewals or refinancings) of Indebtedness issued under an agreement referred to in *clauses (A) or (B)* above, so long as the encumbrances or restrictions contained in any such renewal, extension, or refinancing agreement are not materially more restrictive than the encumbrances or restrictions contained in the original agreement, (D) constituting restrictions on the sale or other disposition of any property as a result of a Lien on such property permitted hereunder, (E) with respect to *clause (c)* above only, constituting provisions contained in agreements or instruments relating to Indebtedness permitted hereunder that prohibit the transfer of all or substantially all of the assets of the obligor under that agreement or instrument unless the transferee assumes the obligations of the obligor under such agreement or instrument or such assets may be transferred subject to such prohibition, (F) constituting any encumbrance or restriction with respect to property under an agreement that has been entered into for the disposition of such property, provided that such disposition is otherwise permitted hereunder and (G) constituting any encumbrance or restriction contained in the Constituent Documents of any Subsidiary that subjects the payment of dividends or the making of other distributions to the discretion of the Board of Directors of such Subsidiary or permits dividends or distributions only to the extent of available cash (as defined in such Constituent Document).

7.8 Limitation on Transactions with Affiliates. Enter into any transaction, including, without limitation, any purchase, sale, lease or exchange of Property, the rendering of any service or the payment of any management, advisory or similar fees, with any Affiliate (other than the Parent Borrower or a Wholly Owned Subsidiary of the Parent Borrower), except for the following:

- (a) any transaction that is (i) otherwise permitted under this Agreement, (ii) in the ordinary course of business of the Parent Borrower or such Subsidiary, and (iii) upon fair and reasonable terms no less favorable to the Parent Borrower or such Subsidiary, as the case may be, than it would obtain in a comparable arm's length transaction with a Person that is not an Affiliate;
- (b) Restricted Payments permitted by *Section 7.6*;
- (c) the payment of dividends and distributions by the MLP to the General Partner pursuant to the MLP Partnership Agreement as in effect on the date hereof;
- (d) payments or reimbursements to the General Partner made pursuant to *Section 7.4(b)* of the MLP Partnership Agreement as in effect on the date hereof;
- (e) indemnification payments to the General Partner made pursuant to *Section 7.7* of the MLP Partnership Agreement as in effect on the date hereof;
- (f) the payment of dividends and distributions by the MLP to any Affiliate of the MLP that holds limited partnership interests in the MLP; and

(g) the transactions set forth on Schedule 7.8.

7.9 Limitation on Lines of Business. Enter into any business, either directly or through any Subsidiary of the Parent Borrower, except for those businesses in which the Parent Borrower and its Subsidiaries are engaged on the Effective Date and reasonable extensions thereof.

7.10 Accounting Changes; Fiscal Year. Change its (a) accounting treatment and reporting practices or tax reporting treatment, except as required by GAAP or any Requirement of Law and disclosed to the Lenders and the Administrative Agent or (b) Fiscal Year or Fiscal Quarters, except with the consent of the Administrative Agent; *provided, however*, that the Borrowers shall enter into such amendments to this Agreement as the Administrative Agent shall request to reflect such change in its Fiscal Year or Fiscal Quarters, as applicable, such that the applicable provisions of this Agreement affected by such change shall have the same effect (or, in any case, be substantively no less favorable to the Lenders, in the determination of the Administrative Agent) after giving effect thereto as if such change were not made.

7.11 Limitation on Modification of Constituent Documents. Not modify or amend its Constituent Documents, except for modifications and amendments that (a) could not reasonably be expected to have a Material Adverse Effect and (b) do not materially affect the interests of the Administrative Agent and the Lenders under the Loan Documents.

SECTION 8. EVENTS OF DEFAULT

8.1 Events of Default. If any of the following events shall occur and be continuing:

(a) Any Borrower shall fail to pay any principal of any Loan or any Reimbursement Obligation when due in accordance with the terms hereof; or any Borrower shall fail to pay any interest on any Loan or any Reimbursement Obligation, or any other amount payable hereunder or under any other Loan Document, within three Business Days after any such interest or other amount becomes due in accordance with the terms hereof or thereof; or

(b) Any representation or warranty made or deemed made by any Loan Party herein or in any other Loan Document or that is contained in any certificate, document or financial or other statement furnished by it at any time under or in connection with this Agreement or any such other Loan Document shall prove to have been inaccurate in any material respect on or as of the date made or deemed made or furnished; or

(c) Any Loan Party shall default in the observance or performance of any agreement contained in *Section 5*, *Section 6.4(a)* (with respect to the MLP's and each Borrower's existence only), *Section 6.7(a)*, *Section 6.10* or *Section 7*; or

(d) Any Loan Party shall default in the observance or performance of any other agreement contained in this Agreement to be performed by it or any other Loan Document (other than as provided in *clauses (a) through (c)* of this *Section 8.1*), and such default shall continue unremedied for a period of 30 days after the earlier of (i) the date on which a Responsible Officer of the MLP or any Borrower becomes aware of such failure and (ii) the date on which written notice thereof shall have been given to the Parent Borrower by the Administrative Agent or any Lender; or

(e) (i) Any Borrower or any Borrower Affiliate shall fail to make any payment on any Indebtedness of such Borrower or any such Borrower Affiliate (other than the Obligations) or any Guarantee Obligation in respect of Indebtedness of any other Person, and, in each case, such failure

relates to Indebtedness having a principal amount of \$25,000,000 or more, when the same becomes due and payable (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) and such failure continues beyond any period of grace provided with respect thereto, (ii) any other event shall occur or condition shall exist under any agreement or instrument relating to any such Indebtedness, if the effect of such event or condition is to accelerate the maturity of such Indebtedness, (iii) any other event shall occur (other than default in the observance of reporting and notice covenants) or condition shall exist under any agreement or instrument relating to any such Indebtedness, if the effect of such event or condition is to permit the acceleration of the maturity of such Indebtedness or (iv) any such Indebtedness shall become or be declared to be due and payable, or be required to be prepaid or repurchased (other than by a regularly scheduled required prepayment), prior to the stated maturity thereof; or

(f) (i) Any Borrower or any Borrower Affiliate shall commence any case, proceeding or other action (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or any Borrower or any Borrower Affiliate shall make a general assignment for the benefit of its creditors; or (ii) there shall be commenced against any Borrower or any Borrower Affiliate any case, proceeding or other action of a nature referred to in *clause (i)* above that (A) results in the entry of an order for relief or any such adjudication or appointment or (B) remains undismissed, undischarged or unbonded for a period of sixty (60) days; or (iii) there shall be commenced against any Borrower or any Borrower Affiliate any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets that results in the entry of an order for any such relief that shall not have been vacated, discharged, or stayed or bonded pending appeal within sixty (60) days from the entry thereof; or (iv) any Borrower or any Borrower Affiliate shall take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in *clause (i), (ii), or (iii)* above; or (v) any Borrower or any Borrower Affiliate shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due; or

(g) (i) Any Person shall engage in any “*prohibited transaction*” (as defined in Section 406 of ERISA or Section 4975 of the Code) involving any Plan which has not been corrected within the taxable period as defined in §4975 of the Code, (ii) any “*accumulated funding deficiency*” (as defined in Section 302 of ERISA), whether or not waived, shall exist with respect to any Plan, or any Lien in favor of the PBGC or a Plan shall arise on the assets of the Parent Borrower or any Commonly Controlled Entity, (iii) a Reportable Event shall occur with respect to, or proceedings shall commence to have a trustee appointed, or a trustee shall be appointed, to administer or to terminate, any Single Employer Plan, which Reportable Event or commencement of proceedings or appointment of a trustee is, in the reasonable opinion of the Required Lenders, likely to result in the termination of such Plan for purposes of Title IV of ERISA, (iv) any Single Employer Plan shall terminate for purposes of Title IV of ERISA, (v) the Parent Borrower or any Commonly Controlled Entity shall, or in the reasonable opinion of the Required Lenders shall be likely to, incur any liability in connection with a withdrawal from, or the Insolvency or Reorganization of, a Multiemployer Plan or (vi) any other event or condition shall occur or exist with respect to a Plan; and in each case in *clauses (i) through (vi)* above, such event or condition, together with all other such events or conditions, if any, could reasonably be expected to have a Material Adverse Effect; or

(h) One or more judgments or decrees shall be entered against any Borrower or any Borrower Affiliate involving for the Borrowers and the Borrower Affiliates taken as a whole a liability

(not paid or fully covered by insurance as to which the relevant insurance company has acknowledged coverage) of \$25,000,000 or more (or in the case of a non-monetary judgment, having a Material Adverse Effect), and all such judgments or decrees shall not have been vacated, discharged, stayed or bonded pending appeal within 30 days from the entry thereof; or

(i) Any Change of Control shall occur; or

(j) Any material provision of any Loan Document after delivery thereof shall for any reason fail or cease to be valid and binding on, or enforceable against, any Loan Party party thereto, or any Loan Party shall so state in writing;

then, and in any such event, (A) if such event is an Event of Default specified in *clause (i) or (ii) of paragraph (f) above*, automatically the Revolving Credit Commitments shall immediately terminate and the Loans (with accrued interest thereon) and all other amounts owing under this Agreement and the other Loan Documents (including, without limitation, all amounts of Letter of Credit Obligations, whether or not the beneficiaries of the then outstanding Letters of Credit shall have presented the documents required thereunder) shall immediately become due and payable, and (B) if such event is any other Event of Default, either or both of the following actions may be taken: (i) with the consent of the Required Lenders, the Administrative Agent may, or upon the request of the Required Lenders, the Administrative Agent shall, by notice to the Parent Borrower declare the Revolving Credit Commitments to be terminated forthwith, whereupon the Revolving Credit Commitments shall immediately terminate, and (ii) with the consent of the Required Lenders, the Administrative Agent may, or upon the request of the Required Lenders, the Administrative Agent shall, by notice to the Parent Borrower, declare the Loans hereunder (with accrued interest thereon) and all other amounts owing under this Agreement and the other Loan Documents (including, without limitation, all amounts of Letter of Credit Obligations, whether or not the beneficiaries of the then outstanding Letters of Credit shall have presented the documents required thereunder) to be due and payable forthwith, whereupon the same shall immediately become due and payable.

8.2 Actions in Respect of Letters of Credit. At any time (i) upon the Revolving Credit Termination Date, (ii) after the Revolving Credit Termination Date when the aggregate funds on deposit in the Cash Collateral Account shall be less than 105% of the Letter of Credit Obligations, (iii) as may be required by *Section 2.8 (Mandatory Prepayments)*, and (iv) upon the commencement of a Term Out Period, each Borrower shall pay to the Administrative Agent in immediately available funds at the Administrative Agent's office referred to in *Section 10.8 (Notices, Etc.)*, for deposit in the Cash Collateral Account, the amount required that, after such payment, the aggregate funds on deposit in the Cash Collateral Account equals or exceeds 105% of the sum of all of such Borrower's outstanding Letter of Credit Obligations. The Administrative Agent may, from time to time after funds are deposited in the Cash Collateral Account, apply funds then held in the Cash Collateral Account to the payment of any amounts, in accordance with *Section 2.12(f) (Payments and Computations)*, as shall have become or shall become due and payable by such Borrower to the Issuers or Lenders in respect of such Borrower's Letter of Credit Obligations. The Administrative Agent shall promptly give written notice of any such application; *provided, however*, that the failure to give such written notice shall not invalidate any such application.

SECTION 9. THE AGENTS

9.1 Authorization and Action.

(a) Each Lender and each Issuer hereby appoints Wachovia as the Administrative Agent hereunder and each Lender and each Issuer authorizes the Administrative Agent to take such action

as agent on its behalf and to exercise such powers under this Agreement and the other Loan Documents as are delegated to the Administrative Agent under such agreements and to exercise such powers as are reasonably incidental thereto. Without limiting the foregoing, each Lender and each Issuer hereby authorizes the Administrative Agent to execute and deliver, and to perform its obligations under, each of the Loan Documents to which the Administrative Agent is a party, to exercise all rights, powers and remedies that the Administrative Agent may have under such Loan Documents.

(b) As to any matters not expressly provided for by this Agreement and the other Loan Documents (including enforcement or collection), the Administrative Agent shall not be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the instructions of the Required Lenders, and such instructions shall be binding upon all Lenders and all Issuers; *provided, however*, that the Administrative Agent shall not be required to take any action that (i) the Administrative Agent in good faith believes exposes it to personal liability unless the Administrative Agent receives an indemnification satisfactory to it from the Lenders and the Issuers with respect to such action or (ii) is contrary to this Agreement or applicable law. The Administrative Agent agrees to give to each Lender and each Issuer prompt notice of each notice given to it by any Loan Party pursuant to the terms of this Agreement or the other Loan Documents.

(c) In performing its functions and duties hereunder and under the other Loan Documents, the Administrative Agent is acting solely on behalf of the Lenders and the Issuers except to the limited extent provided in 2.6(b), and its duties are entirely administrative in nature. The Administrative Agent does not assume and shall not be deemed to have assumed any obligation other than as expressly set forth herein and in the other Loan Documents or any other relationship as the agent, fiduciary or trustee of or for any Lender, Issuer or holder of any other Obligation. The Administrative Agent may perform any of its duties under any Loan Document by or through its agents or employees.

9.2 Administrative Agent's Reliance, Etc. None of the Administrative Agent, any of its Affiliates or any of their respective directors, officers, agents or employees shall be liable for any action taken or omitted to be taken by it, him, her or them under or in connection with this Agreement or the other Loan Documents, except for its, his, her or their own gross negligence or willful misconduct. Without limiting the foregoing, the Administrative Agent (a) may treat the payee of any Revolving Credit Note as its holder until such Revolving Credit Note has been assigned in accordance with *Section 10.2 (Assignments and Participations)*, (b) may rely on the Register to the extent set forth in *Section 2.6 (Evidence of Debt)*, (c) may consult with legal counsel (including counsel to the Borrowers or any other Loan Party), independent public accountants and other experts selected by it and shall not be liable for any action taken or omitted to be taken in good faith by it in accordance with the advice of such counsel, accountants or experts, (d) makes no warranty or representation to any Lender or Issuer and shall not be responsible to any Lender or Issuer for any statements, warranties or representations made by or on behalf of the MLP, the Borrowers or any of the Borrowers' Subsidiaries in or in connection with this Agreement or any other Loan Document, (e) shall not have any duty to ascertain or to inquire either as to the performance or observance of any term, covenant or condition of this Agreement or any other Loan Document, as to the financial condition of any Loan Party or as to the existence or possible existence of any Default or Event of Default, (f) shall not be responsible to any Lender or Issuer for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of, or the attachment, perfection or priority of any Lien created or purported to be created under or in connection with, this Agreement, any other Loan Document or any other instrument or document furnished pursuant hereto or thereto and (g) shall incur no liability under or in respect of this Agreement or any other Loan Document by acting upon any notice, consent, certificate or other instrument or writing (which writing may be a telecopy or electronic mail) or any telephone message believed by it to be genuine and signed or sent by the proper party or parties.

9.3 Posting of Approved Electronic Communications.

(a) Each of the Lenders, the Issuers, the Borrowers and the MLP agree that the Administrative Agent may, but shall not be obligated to, make the Approved Electronic Communications available to the Lenders and the Issuers by posting such Approved Electronic Communications on SyndTrak Online or a substantially similar electronic platform chosen by the Administrative Agent to be its electronic transmission system (the “*Approved Electronic Platform*”).

(b) Although the Approved Electronic Platform and its primary web portal are secured with generally-applicable security procedures and policies implemented or modified by the Administrative Agent from time to time (including, as of the Effective Date, a dual firewall and a User ID/Password Authorization System) and the Approved Electronic Platform is secured through a single-user-per-deal authorization method whereby each user may access the Approved Electronic Platform only on a deal-by-deal basis, each of the Lenders, the Issuer, the Borrowers and the MLP acknowledges and agrees that the distribution of material through an electronic medium is not necessarily secure and that there are confidentiality and other risks associated with such distribution. In consideration for the convenience and other benefits afforded by such distribution and for the other consideration provided hereunder, the receipt and sufficiency of which is hereby acknowledged, each of the Lenders, the Issuers, the Borrowers and the MLP hereby approves distribution of the Approved Electronic Communications through the Approved Electronic Platform and understands and assumes the risks of such distribution.

(c) THE APPROVED ELECTRONIC PLATFORM AND THE APPROVED ELECTRONIC COMMUNICATIONS ARE PROVIDED “AS IS” AND “AS AVAILABLE”. NONE OF THE ADMINISTRATIVE AGENT OR ANY OF ITS AFFILIATES OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ADVISORS OR REPRESENTATIVES (THE “*AGENT AFFILIATES*”) WARRANT THE ACCURACY, ADEQUACY OR COMPLETENESS OF THE APPROVED ELECTRONIC COMMUNICATIONS OR THE APPROVED ELECTRONIC PLATFORM AND EACH EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THE APPROVED ELECTRONIC PLATFORM AND THE APPROVED ELECTRONIC COMMUNICATIONS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY THE AGENT AFFILIATES IN CONNECTION WITH THE APPROVED ELECTRONIC PLATFORM OR THE APPROVED ELECTRONIC COMMUNICATIONS.

(d) Each of the Lenders, the Issuers, the Borrowers and the MLP agree that the Administrative Agent may, but (except as may be required by applicable law) shall not be obligated to, store the Approved Electronic Communications on the Approved Electronic Platform in accordance with the Administrative Agent’s generally-applicable document retention procedures and policies.

9.4 The Administrative Agent Individually. With respect to its Ratable Portion, Wachovia shall have and may exercise the same rights and powers hereunder and is subject to the same obligations and liabilities as and to the extent set forth herein for any other Lender. The terms “*Lenders*”, “*Required Lenders*” and any similar terms shall, unless the context clearly otherwise indicates, include, without limitation, the Administrative Agent in its individual capacity as a Lender or as one of the Required Lenders. Wachovia and its Affiliates may accept deposits from, lend money to, and generally engage in any kind of banking, trust or other business with, any Loan Party as if Wachovia were not acting as the Administrative Agent.

9.5 Lender Credit Decision. Each Lender and each Issuer acknowledges that it shall, independently and without reliance upon the Administrative Agent or any other Lender, conduct its own independent investigation of the financial condition and affairs of the Borrowers and each other Loan Party in connection with the making and continuance of the Loans and with the issuance of the Letters of Credit. Each Lender and each Issuer also acknowledges that it shall, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement and other Loan Documents. Except for documents expressly required by any Loan Document to be transmitted by the Administrative Agent to the Lenders or the Issuers, the Administrative Agent shall not have any duty or responsibility to provide any Lender or any Issuer with any credit or other information concerning the business, prospects, operations, property, financial and other condition or creditworthiness of any Loan Party or any Affiliate of any Loan Party that may come into the possession of the Administrative Agent or any Affiliate thereof or any employee or agent of any of the foregoing.

9.6 Indemnification. Each Lender agrees to indemnify the Administrative Agent and each of its Affiliates, and each of their respective directors, officers, employees, agents and advisors (to the extent not reimbursed by the Borrowers), from and against such Lender's aggregate Ratable Portion of any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses and disbursements (including fees, expenses and disbursements of financial and legal advisors) of any kind or nature whatsoever that may be imposed on, incurred by, or asserted against, the Administrative Agent or any of its Affiliates, directors, officers, employees, agents and advisors in any way relating to or arising out of this Agreement or the other Loan Documents or any action taken or omitted by the Administrative Agent under this Agreement or the other Loan Documents; *provided, however*, that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from the Administrative Agent's or such Affiliate's gross negligence or willful misconduct. Without limiting the foregoing, each Lender agrees to reimburse the Administrative Agent promptly upon demand for its ratable share of any out-of-pocket expenses (including fees, expenses and disbursements of financial and legal advisors) incurred by the Administrative Agent in connection with the preparation, execution, delivery, administration, modification, amendment or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice in respect of its rights or responsibilities under, this Agreement or the other Loan Documents, to the extent that the Administrative Agent is not reimbursed for such expenses by the Borrowers or another Loan Party.

9.7 Successor Administrative Agent. The Administrative Agent may resign at any time by giving written notice thereof to the Lenders and the Parent Borrower. Upon any such resignation, the Required Lenders shall have the right to appoint a successor Administrative Agent. If no successor Administrative Agent shall have been so appointed by the Required Lenders, and shall have accepted such appointment, within 30 days after the retiring Administrative Agent's giving of notice of resignation, then the retiring Administrative Agent may, on behalf of the Lenders, appoint a successor Administrative Agent, selected from among the Lenders. In either case, such appointment shall be subject to the prior written approval of the Parent Borrower (which approval may not be unreasonably withheld and shall not be required upon the occurrence and during the continuance of an Event of Default). Upon the acceptance of any appointment as Administrative Agent by a successor Administrative Agent, such successor Administrative Agent shall succeed to, and become vested with, all the rights, powers, privileges and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations under this Agreement and the other Loan Documents. Prior to any retiring Administrative Agent's resignation hereunder as Administrative Agent, the retiring Administrative Agent shall take such action as may be reasonably necessary to assign to the successor Administrative Agent its rights as Administrative Agent under the Loan Documents. After such

resignation, the retiring Administrative Agent shall continue to have the benefit of this *Section 9* as to any actions taken or omitted to be taken by it while it was Administrative Agent under this Agreement and the other Loan Documents. On the Effective Date, the Existing Administrative Agent shall be deemed to have resigned as the administrative agent under the Existing Credit Agreement and Wachovia shall be appointed as the successor Administrative Agent hereunder. On and after the Effective Date, the Existing Administrative Agent shall continue to have the benefit of this *Section 9* as to any actions taken or omitted to be taken by it while it was administrative agent under the Existing Credit Agreement and the other Loan Documents (as defined in the Existing Credit Agreement).

9.8 The Arrangers; the Syndication Agent; the Co-Documentation Agents. None of the Arrangers, the Syndication Agent or the Co-Documentation Agents, in their respective capacities as such, shall have any duties or responsibilities, and shall incur no liability, under this Agreement and the other Loan Documents.

SECTION 10. MISCELLANEOUS

10.1 Amendments, Waivers, Etc.

(a) No amendment or waiver of any provision of this Agreement or any other Loan Document nor consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be in writing and (x) in the case of any such waiver or consent, signed by the Required Lenders (or by the Administrative Agent with the consent of the Required Lenders) and (y) in the case of any other amendment, by the Required Lenders (or by the Administrative Agent with the consent of the Required Lenders) and the Borrowers, and then any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; *provided, however*, that no amendment, waiver or consent shall, unless in writing and signed by each Lender directly affected thereby, in addition to the Required Lenders (or the Administrative Agent with the consent thereof), do any of the following:

- (i) waive any condition specified in *Section 4.1 (Conditions to Effectiveness)* or *Section 4.2 (Conditions Precedent to Each Extension of Credit)*, except with respect to a condition based upon another provision hereof, the waiver of which requires only the concurrence of the Required Lenders and, in the case of the conditions specified in *Section 4.1 (Conditions to Effectiveness)*, subject to the provisions of *Section 4.3 (Determination of Initial Borrowing Conditions)*;
- (ii) increase the Revolving Credit Commitment of such Lender or subject such Lender to any additional obligation;
- (iii) extend the scheduled final maturity of any Loan owing to such Lender or the Revolving Credit Termination Date or the Final Maturity Date, or waive, reduce or postpone any scheduled date fixed for the payment or reduction of principal or interest of any such Loan or fees owing to such Lender (it being understood that *Section 2.8 (Mandatory Prepayments)* does not provide for scheduled dates fixed for payment) or for the reduction of such Lender's Revolving Credit Commitment, except as provided in Section 2.18;
- (iv) reduce, or release any Borrower from its obligations to repay, the principal amount of any Loan or Reimbursement Obligation owing to such Lender (other than by the payment or prepayment thereof);

(v) reduce the rate of interest on any Loan or Reimbursement Obligation outstanding and owing to such Lender or any fee payable hereunder to such Lender;

(vi) postpone any scheduled date fixed for payment of interest or fees owing to such Lender or waive any such payment;

(vii) change the aggregate Ratable Portions of Lenders required for any or all Lenders to take any action hereunder;

(viii) release any Borrower from its payment obligation to such Lender under this Agreement or the Revolving Credit Notes owing to such Lender (if any) or release the MLP from its obligations under the Guaranty; or

(ix) amend *Section 10.7 (Sharing of Payments, Etc.)*, this *Section 10.1* or either definition of the terms “*Required Lenders*” or “*Ratable Portion*”;

and *provided, further*, that (w) no amendment, waiver or consent shall, unless in writing and signed by any Special Purpose Vehicle that has been granted an option pursuant to *Section 10.2(e) (Assignments and Participations)*, affect the grant or nature of such option or the right or duties of such Special Purpose Vehicle hereunder, (x) no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent in addition to the Lenders required above to take such action, affect the rights or duties of the Administrative Agent under this Agreement or the other Loan Documents, (y) no amendment, waiver or consent shall, unless in writing and signed by the Issuer in addition to the Lenders required above to take such action, affect the rights or duties of the Issuer under this Agreement or the other Loan Documents and (z) no amendment, waiver or consent shall, unless in writing and signed by the Swingline Lender in addition to the Lenders required above to take such action, affect the rights or duties of the Swingline Lender under this Agreement or the other Loan Documents; and *provided, further*, that the Administrative Agent may, with the consent of the Parent Borrower, amend, modify or supplement this Agreement to cure any ambiguity, omission, defect or inconsistency, so long as such amendment, modification or supplement does not adversely affect the rights of any Lender or Issuer; and *provided, further*, that the Borrowers and the Administrative Agent may enter into any amendment necessary to implement the terms of a Revolving Credit Commitment Increase or a conversion of Revolving Loans to Term Loans in accordance with the terms of this Agreement without the consent of any Lender; and *provided, further*, that the Borrowers and the Administrative Agent may enter into any amendment contemplated by *Section 7.10* without the consent of any Lender.

(b) The Administrative Agent may, but shall have no obligation to, with the written concurrence of any Lender, execute amendments, modifications, waivers or consents on behalf of such Lender. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given. No notice to or demand on the Borrowers in any case shall entitle the Borrowers to any other or further notice or demand in similar or other circumstances.

10.2 Assignments and Participations.

(a) Each Lender may sell, transfer, negotiate or assign to one or more Eligible Assignees all or a portion of its rights and obligations hereunder (including all of its rights and obligations with respect to the Loans and the Letters of Credit); *provided, however*, that (i) if any such assignment shall be of the assigning Lender’s Revolving Credit Outstandings and Revolving Credit Commitments, such assignment shall cover the same percentage of such Lender’s Revolving Credit Outstandings and Revolving Credit Commitments, (ii) if any such assignment shall be of the assigning Lender’s Revolving Credit Outstandings, such assignment shall cover a ratable amount of each Borrower’s Revolving Credit

Outstandings, (iii) the aggregate amount being assigned pursuant to each such assignment (determined as of the date of the Assignment and Acceptance with respect to such assignment) shall in no event (if less than the assignor's entire interest) be less than \$5,000,000 or an integral multiple of \$1,000,000 in excess thereof, except, in either case, (A) with the consent of the Parent Borrower and the Administrative Agent or (B) if such assignment is being made to a Lender or an Affiliate or Approved Fund of such Lender, and (iv) if such Eligible Assignee is not, prior to the date of such assignment, a Lender or an Affiliate or Approved Fund of a Lender, such assignment shall be subject to the prior consent of the Administrative Agent and the Parent Borrower (which consents shall not be unreasonably withheld or delayed); and *provided, further*, that, notwithstanding any other provision of this *Section 10.2*, the consent of the Parent Borrower shall not be required for any assignment occurring when any Event of Default shall have occurred and be continuing.

(b) The parties to each such assignment shall execute and deliver to the Administrative Agent, for its acceptance and recording in the Register, an Assignment and Acceptance, together with any Revolving Credit Note (if the assigning Lender's Revolving Loans are evidenced by a Revolving Credit Note) subject to such assignment. Upon the execution, delivery, acceptance and recording in the Register of any Assignment and Acceptance and, other than in respect of assignments made pursuant to *Section 2.16 (Substitution of Lenders)*, the receipt by the Administrative Agent from the assignee of an assignment fee in the amount of \$3,500 from and after the effective date specified in such Assignment and Acceptance, (i) the assignee thereunder shall become a party hereto and, to the extent that rights and obligations under the Loan Documents have been assigned to such assignee pursuant to such Assignment and Acceptance, have the rights and obligations of a Lender and, if such Lender were an Issuer, of such Issuer hereunder and thereunder, and (ii) the Revolving Credit Notes (if any) corresponding to the Loans assigned thereby shall be transferred to such assignee by notation in the Register and (iii) the assignor thereunder shall, to the extent that rights and obligations under this Agreement have been assigned by it pursuant to such Assignment and Acceptance, relinquish its rights (except for those surviving the payment in full of the Obligations) and be released from its obligations under the Loan Documents, other than those relating to events or circumstances occurring prior to such assignment (and, in the case of an Assignment and Acceptance covering all or the remaining portion of an assigning Lender's rights and obligations under the Loan Documents, such Lender shall cease to be a party hereto).

(c) The Administrative Agent shall maintain at its address referred to in *Section 10.8 (Notices, Etc.)* a copy of each Assignment and Acceptance delivered to and accepted by it and shall record in the Register the names and addresses of the Lenders and Issuers and the principal amount of the Loans or Reimbursement Obligation owing to each Lender from time to time and the Revolving Credit Commitments of each Lender. Any assignment pursuant to this *Section 10.2* shall not be effective until such assignment is recorded in the Register.

(d) Upon its receipt of an Assignment and Acceptance executed by an assigning Lender and an assignee, the Administrative Agent shall, if such Assignment and Acceptance has been completed, (i) accept such Assignment and Acceptance, (ii) record or cause to be recorded the information contained therein in the Register and (iii) give prompt notice thereof to the Parent Borrower. Within five Business Days after the Parent Borrower's receipt of such notice, the Borrowers, at their own expense, shall, if requested by such assignee, execute and deliver to the Administrative Agent new Revolving Credit Notes to the order of such assignee in an amount equal to the Revolving Credit Commitments and Revolving Loans assumed by it pursuant to such Assignment and Acceptance and, if the assigning Lender has surrendered any Revolving Credit Note for exchange in connection with the assignment and has retained Commitments or Revolving Loans hereunder, new Revolving Credit Notes to the order of the assigning Lender in an amount equal to the Revolving Credit Commitments and Revolving Loans retained by it hereunder. Such new Revolving Credit Notes shall be dated the same date

as the surrendered Revolving Credit Notes and be in substantially the form of *Exhibit E (Form of Revolving Credit Note)*.

(e) In addition to the other assignment rights provided in this *Section 10.2*, each Lender may do each of the following:

(i) grant to a Special Purpose Vehicle the option to make all or any part of any Loan that such Lender would otherwise be required to make hereunder and the exercise of such option by any such Special Purpose Vehicle and the making of Loans pursuant thereto shall satisfy (once and to the extent that such Loans are made) the obligation of such Lender to make such Loans thereunder; *provided, however*, that (x) nothing herein shall constitute a commitment or an offer to commit by such a Special Purpose Vehicle to make Loans hereunder and no such Special Purpose Vehicle shall be liable for any indemnity or other Obligation (other than the making of Loans for which such Special Purpose Vehicle shall have exercised an option, and then only in accordance with the relevant option agreement) and (y) such Lender's obligations under the Loan Documents shall remain unchanged, such Lender shall remain responsible to the other parties for the performance of its obligations under the terms of this Agreement and shall remain the holder of the Obligations for all purposes hereunder; and

(ii) assign, as collateral or otherwise, any of its rights under this Agreement, whether now owned or hereafter acquired (including rights to payments of principal or interest on the Loans), to (A) without notice to or consent of the Administrative Agent or the Borrowers, any Federal Reserve Bank (pursuant to Regulation A of the Federal Reserve Board) and (B) without consent of the Administrative Agent or the Borrowers, (1) any holder of, or trustee for the benefit of, the holders of such Lender's Securities and (2) any Special Purpose Vehicle to which such Lender has granted an option pursuant to *clause (i)* above;

provided, however, that no such assignment or grant shall release such Lender from any of its obligations hereunder except as expressly provided in *clause (i)* above. Each party hereto acknowledges and agrees that, prior to the date that is one year and one day after the payment in full of all outstanding commercial paper or other senior debt of any such Special Purpose Vehicle, such party shall not institute against, or join any other Person in instituting against, any Special Purpose Vehicle that has been granted an option pursuant to this *clause (e)* any bankruptcy, reorganization, insolvency or liquidation proceeding (such agreement shall survive the payment in full of the Obligations). The terms of the designation of, or assignment to, such Special Purpose Vehicle shall not restrict such Lender's ability to, or grant such Special Purpose Vehicle the right to, consent to any amendment or waiver to this Agreement or any other Loan Document or to the departure by the Borrowers from any provision of this Agreement or any other Loan Document without the consent of such Special Purpose Vehicle except, as long as the Administrative Agent, the Lenders and the Issuers shall continue to, and shall be entitled to continue to, deal solely and directly with such Lender in connection with such Lender's obligations under this Agreement, to the extent any such consent would reduce the principal amount of, or the rate of interest on, any Obligations, amend this *clause (e)* or postpone any scheduled date of payment of such principal or interest. Each Special Purpose Vehicle shall be entitled to the benefits of *Sections 2.14 (Capital Adequacy)* and *2.15 (Taxes)* as if it were such Lender; *provided, however*, that anything herein to the contrary notwithstanding, no Borrower shall, at any time, be obligated to make under *2.14 (Capital Adequacy)* or *2.15 (Taxes)* to any such Special Purpose Vehicle and any such Lender any payment in excess of the amount such Borrower would have been obligated to pay to such Lender in respect of such interest if such Special Purpose Vehicle had not been assigned the rights of such Lender hereunder; and *provided, further*, that such Special Purpose Vehicle shall have no direct right to enforce any of the terms of this Agreement against the Borrowers, the Administrative Agent or the other Lenders.

(f) Each Lender may sell participations to one or more Persons in or to all or a portion of its rights and obligations under the Loan Documents (including all its rights and obligations with respect to the Loans and Letters of Credit). The terms of such participation shall not, in any event, require the participant's consent to any amendments, waivers or other modifications of any provision of any Loan Documents, the consent to any departure by any Loan Party therefrom, or to the exercising or refraining from exercising any powers or rights such Lender may have under or in respect of the Loan Documents (including the right to enforce the obligations of the Loan Parties), except if any such amendment, waiver or other modification or consent would reduce the amount, or postpone any date fixed for, any amount (whether of principal, interest or fees) payable to such participant under the Loan Documents, to which such participant would otherwise be entitled under such participation. In the event of the sale of any participation by any Lender, (w) such Lender's obligations under the Loan Documents shall remain unchanged, (x) such Lender shall remain solely responsible to the other parties for the performance of such obligations, (y) such Lender shall remain the holder of such Obligations for all purposes of this Agreement and (z) the Borrowers, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Each participant shall be entitled to the benefits of *Sections 2.14 (Capital Adequacy)* and *2.15 (Taxes)* as if it were a Lender; *provided, however*, that anything herein to the contrary notwithstanding, no Borrower shall, at any time, be obligated to make under *2.14 (Capital Adequacy)* or *2.15 (Taxes)* to the participants in the rights and obligations of any Lender (together with such Lender) any payment in excess of the amount such Borrower would have been obligated to pay to such Lender in respect of such interest had such participation not been sold and *provided, further*, that such participant in the rights and obligations of such Lender shall have no direct right to enforce any of the terms of this Agreement against the Borrowers, the Administrative Agent or the other Lenders.

(g) Any Issuer may at any time assign its rights and obligations hereunder to any other Lender by an instrument in form and substance satisfactory to the Parent Borrower, the Administrative Agent, such Issuer and such Lender, subject to the provisions of *Section 2.6(c) (Evidence of Debt)* relating to notations of transfer in the Register; *provided, however*, that each such assignment shall be subject to the prior consent of the Parent Borrower (which consent shall not be unreasonably withheld or delayed); and *provided, further*, that, notwithstanding the foregoing, the consent of the Parent Borrower shall not be required for any assignment occurring when any Event of Default shall have occurred and be continuing. If any Issuer ceases to be a Lender hereunder by virtue of any assignment made pursuant to this *Section 10.2*, then, as of the effective date of such cessation, such Issuer's obligations to Issue Letters of Credit pursuant to *Section 2.3 (Letters of Credit)* shall terminate and such Issuer shall be an Issuer hereunder only with respect to outstanding Letters of Credit issued prior to such date.

10.3 Costs and Expenses.

(a) Each Borrower agrees, jointly and severally, upon demand to pay, or reimburse the Administrative Agent for, all of the Administrative Agent's reasonable internal and external audit, legal, appraisal, valuation, filing, document duplication and reproduction and investigation expenses and for all other reasonable out-of-pocket costs and expenses of every type and nature (including the reasonable fees, expenses and disbursements of the Administrative Agent's counsel, Weil, Gotshal & Manges LLP, local legal counsel, auditors, accountants, appraisers, printers, insurance and environmental advisors, and other consultants and agents) incurred by the Administrative Agent in connection with any of the following: (i) the Administrative Agent's audit and investigation of the Parent Borrower and its Subsidiaries in connection with the preparation, negotiation or execution of any Loan Document or the Administrative Agent's periodic audits of the Parent Borrower or any of its Subsidiaries, as the case may be, (ii) the preparation, negotiation, execution or interpretation of this Agreement (including, without limitation, the satisfaction or attempted satisfaction of any condition set forth in *Section 4 (Conditions*

Precedent)), any Loan Document or any proposal letter or commitment letter issued in connection therewith, or the making of the Loans hereunder, (iii) the ongoing administration of this Agreement and the Loans, including consultation with attorneys in connection therewith and with respect to the Administrative Agent's rights and responsibilities hereunder and under the other Loan Documents, (iv) the protection, collection or enforcement of any Obligation or the enforcement of any Loan Document, (v) the commencement, defense or intervention in any court proceeding relating in any way to the Obligations, any Loan Party, any of the Parent Borrower's Subsidiaries, this Agreement or any other Loan Document, (vi) the response to, and preparation for, any subpoena or request for document production with which the Administrative Agent is served or deposition or other proceeding in which the Administrative Agent is called to testify, in each case, relating in any way to the Obligations, any Loan Party, any of the Parent Borrower's Subsidiaries, this Agreement or any other Loan Document or (vii) any amendment, consent, waiver, assignment, restatement, or supplement to any Loan Document or the preparation, negotiation and execution of the same; *provided, however*, that the Borrowers shall not have any liability under *subclauses (v) and (vi)* of this *Section 10.3(a)* with respect to any costs and expenses that has resulted from the gross negligence or willful misconduct of the Administrative Agent or the breach by the Administrative Agent of its obligations under this Agreement, as determined by a court of competent jurisdiction in a final non-appealable judgment or order.

(b) Each Borrower further agrees, jointly and severally, to pay or reimburse the Administrative Agent and each of the Lenders and Issuers upon demand for all out-of-pocket costs and expenses, including reasonable attorneys' fees (including allocated costs of internal counsel and costs of settlement), incurred by the Administrative Agent, such Lenders or such Issuers in connection with any of the following: (i) in enforcing any Loan Document or Obligation or exercising or enforcing any other right or remedy available by reason of an Event of Default, (ii) in connection with any refinancing or restructuring of the credit arrangements provided hereunder in the nature of a "work-out" or in any insolvency or bankruptcy proceeding, (iii) in commencing, defending or intervening in any litigation or in filing a petition, complaint, answer, motion or other pleadings in any legal proceeding relating to the Obligations, any Loan Party, any of the Parent Borrower's Subsidiaries and related to or arising out of the transactions contemplated hereby or by any other Loan Document or (iv) in taking any other action in or with respect to any suit or proceeding (bankruptcy or otherwise) described in *clause (i), (ii) or (iii)* above; *provided, however*, that the Borrowers shall not have any liability under *clause (iii)* of this *Section 10.3(b)* to the Administrative Agent, any Lender or any Issuer with respect to any costs and expenses that has resulted from the gross negligence or willful misconduct of the Administrative Agent, such Lender or such Issuer, as applicable, or the breach by the Administrative Agent, such Lender or such Issuer, as applicable, of its obligations under this Agreement, as determined by a court of competent jurisdiction in a final non-appealable judgment or order.

10.4 Indemnities.

(a) Each Borrower agrees, jointly and severally, to indemnify and hold harmless each Agent, each Arranger, each Lender, each Issuer and each of their respective Affiliates, and each of the directors, officers, employees, agents, trustees, representatives, attorneys, consultants and advisors of or to any of the foregoing (including those retained in connection with the satisfaction or attempted satisfaction of any condition set forth in *Section 4 (Conditions Precedent)*) (each such Person being an "Indemnitee") from and against any and all claims, damages, liabilities, obligations, losses, penalties, actions, judgments, suits, costs, disbursements and expenses, joint or several, of any kind or nature (including fees, disbursements and expenses of financial and legal advisors to any such Indemnitee) that may be imposed on, incurred by or asserted against any such Indemnitee in connection with or arising out of any investigation, litigation or proceeding, whether or not such investigation, litigation or proceeding is brought by any such Indemnitee or any of its directors, security holders or creditors or any such Indemnitee, director, security holder or creditor is a party thereto, whether direct, indirect, or

consequential and whether based on any federal, state or local law or other statutory regulation, securities or commercial law or regulation, or under common law or in equity, or on contract, tort or otherwise, in any manner relating to or arising out of this Agreement, any other Loan Document, any Obligation, any Letter of Credit, or any act, event or transaction related or attendant to any thereof, or the use or intended use of the proceeds of the Loans or Letters of Credit or in connection with any investigation of any potential matter covered hereby (collectively, the “*Indemnified Matters*”); *provided, however*, that the Borrowers shall not have any liability under this *Section 10.4* to an Indemnitee with respect to any Indemnified Matter that has resulted from the gross negligence or willful misconduct of such Indemnitee or the breach by such Indemnitee of its obligations under this Agreement, as determined by a court of competent jurisdiction in a final non-appealable judgment or order.

(b) Each Borrower shall jointly and severally indemnify each Agent, each Arranger, each Lender and each Issuer for, and hold the Agents, the Arrangers, the Lenders and the Issuers harmless from and against, any and all claims for brokerage commissions, fees and other compensation made against the Agents, the Arrangers, the Lenders and the Issuers for any broker, finder or consultant with respect to any agreement, arrangement or understanding made by or on behalf of any Loan Party or any of the Parent Borrower’s Subsidiaries in connection with the transactions contemplated by this Agreement.

(c) Each Borrower, at the request of any Indemnitee, shall have the obligation to defend against any investigation, litigation or proceeding, in each case contemplated in *clause (a)* above, and each Borrower, in any event, may participate in the defense thereof with legal counsel of such Borrower’s choice. In the event that such indemnitee requests such Borrower to defend against such investigation, litigation or proceeding, such Borrower shall promptly do so and such Indemnitee shall have the right to have legal counsel of its choice participate in such defense. No action taken by legal counsel chosen by such Indemnitee in defending against any such investigation, litigation or proceeding shall vitiate or in any way impair the Borrowers’ obligation and duty hereunder to indemnify and hold harmless such Indemnitee.

(d) Each Borrower agrees that any indemnification or other protection provided to any Indemnitee pursuant to this Agreement (including pursuant to this *Section 10.4*) or any other Loan Document shall (i) survive payment in full of the Obligations and (ii) inure to the benefit of any Person that was at any time an Indemnitee under this Agreement or any other Loan Document.

10.5 Limitation of Liability.

(a) Each Borrower agrees that no Indemnitee shall have any liability (whether in contract, tort or otherwise) to any Loan Party or any of their respective Subsidiaries or any of their respective equity holders or creditors for or in connection with the transactions contemplated hereby and in the other Loan Documents, except to the extent such liability is determined in a final non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnitee’s gross negligence or willful misconduct or the breach by such Indemnitee of its obligations under this Agreement. In no event, however, shall any Indemnitee be liable on any theory of liability for any special, indirect, consequential or punitive damages (including, without limitation, any loss of profits, business or anticipated savings). Each of the MLP and the Borrowers hereby waives, releases and agrees (each for itself and on behalf of its Subsidiaries) not to sue upon any such claim for any special, indirect, consequential or punitive damages, whether or not accrued and whether or not known or suspected to exist in its favor.

(b) IN NO EVENT SHALL ANY AGENT AFFILIATE HAVE ANY LIABILITY TO ANY LOAN PARTY, LENDER, ISSUER OR ANY OTHER PERSON FOR DAMAGES OF ANY KIND, INCLUDING DIRECT OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL

DAMAGES, LOSSES OR EXPENSES (WHETHER IN TORT OR CONTRACT OR OTHERWISE) ARISING OUT OF ANY LOAN PARTY OR ANY AGENT AFFILIATE'S TRANSMISSION OF APPROVED ELECTRONIC COMMUNICATIONS THROUGH THE INTERNET OR ANY USE OF THE APPROVED ELECTRONIC PLATFORM, EXCEPT TO THE EXTENT SUCH LIABILITY OF ANY AGENT AFFILIATE IS FOUND IN A FINAL NON-APPEALABLE JUDGMENT BY A COURT OF COMPETENT JURISDICTION TO HAVE RESULTED PRIMARILY FROM SUCH AGENT AFFILIATE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

10.6 Right of Set-off. Upon the occurrence and during the continuance of any Event of Default each Lender and each Affiliate of a Lender is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other Indebtedness at any time owing by such Lender or its Affiliates to or for the credit or the account of any Borrower against any and all of the Obligations now or hereafter existing whether or not such Lender shall have made any demand under this Agreement or any other Loan Document and even though such Obligations may be unmaturred. Each Lender agrees promptly to notify the Parent Borrower after any such set-off and application made by such Lender or its Affiliates; *provided, however*, that the failure to give such notice shall not affect the validity of such set-off and application. The rights of each Lender under this *Section 10.6* are in addition to the other rights and remedies (including other rights of set-off) that such Lender may have.

10.7 Sharing of Payments, Etc.

(a) If any Lender (directly or through an Affiliate thereof) obtains any payment (whether voluntary, involuntary, through the exercise of any right of set-off (including pursuant to *Section 10.6 (Right of Set-off)*) or otherwise) of the Loans owing to it, any interest thereon, fees in respect thereof or amounts due pursuant to *Section 10.3 (Costs and Expenses)* or *10.4 Indemnities*) (other than payments pursuant to *Section 2.13 (Special Provisions Governing Eurodollar Rate Loans)*, *2.14 (Capital Adequacy)* or *2.15 (Taxes)* (in each case, whether voluntary, involuntary, through the exercise of any right of set-off (including pursuant to *Section 10.6 (Right of Set-off)*) or otherwise) in excess of its Ratable Portion of all payments of such Obligations obtained by all the Lenders, such Lender (a "Purchasing Lender") shall forthwith purchase from the other Lenders (each, a "Selling Lender") such participations in their Loans or other Obligations as shall be necessary to cause such Purchasing Lender to share the excess payment ratably with each of them.

(b) If all or any portion of any payment received by a Purchasing Lender is thereafter recovered from such Purchasing Lender, such purchase from each Selling Lender shall be rescinded and such Selling Lender shall repay to the Purchasing Lender the purchase price to the extent of such recovery together with an amount equal to such Selling Lender's ratable share (according to the proportion of (i) the amount of such Selling Lender's required repayment in relation to (ii) the total amount so recovered from the Purchasing Lender) of any interest or other amount paid or payable by the Purchasing Lender in respect of the total amount so recovered.

(c) Each Borrower agrees that any Purchasing Lender so purchasing a participation from a Selling Lender pursuant to this *Section 10.7* may, to the fullest extent permitted by law, exercise all its rights of payment (including the right of set-off) with respect to such participation as fully as if such Lender were the direct creditor of such Borrower in the amount of such participation.

10.8 Notices, Etc.

(a) *Addresses for Notices.* All notices, demands, requests, consents and other communications provided for in this Agreement shall be given in writing, and addressed to the party to be notified as follows:

(i) if to the Borrowers or the MLP:

c/o Boardwalk Pipelines, LP
3800 Frederica Street
Owensboro, Kentucky 42301
Attention: Jamie Buskill, Chief Financial Officer
Telecopy no: (270) 683-5657

with a copy to:

Loews Corporation
667 Madison Avenue
New York, New York 10021
Attention: Corporate Secretary
Telecopy no: (212) 521-2997

and a further copy to:

Vinson & Elkins LLP
666 Fifth Avenue, 26th Floor
New York, New York 10103-0040
Attention: Michael McKay
Telecopy no: (917) 849-5311

(ii) if to any Lender, at its Domestic Lending Office specified opposite its name on *Schedule II (Applicable Lending Offices)* or on the signature page of any applicable Assignment and Acceptance;

(iii) if to any Issuer, at the address set forth under its name on *Schedule II (Applicable Lending Offices)* or on the signature page of any applicable Assignment and Acceptance; and

(iv) if to the Swingline Lender:

Wachovia Bank, National Association
c/o Wachovia Securities
201 South College Street
Charlotte, North Carolina 28288-0680
Attention: Agency Services
Telecopy no.: (704) 383-0288

(v) if to the Administrative Agent:

Wachovia Bank, National Association
c/o Wachovia Securities
201 South College Street
Charlotte, North Carolina 28288-0680
Attention: Agency Services
Telecopy no.: (704) 383-0288

with a copy to:

Wachovia Bank, National Association
c/o Wachovia Securities
301 South College Street
Charlotte, North Carolina 28288-0760
Attention: Allison Newman
Telecopy no.: (704) 383-6647

and with a further copy to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153-0119
Attention: Morgan Bale
Telecopy no: (212) 310-8007

or at such other address as shall be notified in writing (x) in the case of the Borrowers, the Administrative Agent and the Swingline Lender, to the other parties and (y) in the case of all other parties, to the Borrowers and the Administrative Agent.

(b) *Effectiveness of Notices.* All notices, demands, requests, consents and other communications described in *Section 10.8(a)* above shall be effective (i) if delivered by hand, including any overnight courier service, upon personal delivery, (ii) if delivered by mail, when deposited in the mails, and (iii) if delivered by posting to an Approved Electronic Platform (to the extent permitted by *Section 9.3* to be delivered thereunder), an Internet website or a similar telecommunication device requiring a user prior access to such Approved Electronic Platform, website or other device (to the extent permitted by *Section 9.3* to be delivered thereunder), when such notice, demand, request, consent and other communication shall have been made generally available on such Approved Electronic Platform, Internet website or similar device to the class of Person being notified (regardless of whether any such Person must accomplish, and whether or not any such Person shall have accomplished, any action prior to obtaining access to such items, including registration, disclosure of contact information, compliance with a standard user agreement or undertaking a duty of confidentiality) and such Person has been notified that such communication has been posted to the Approved Electronic Platform; *provided, however,* that notices and communications to the Administrative Agent pursuant to *Section 2 (Amount and Terms of Commitments)* or *Section 9 (The Agents)* shall not be effective until received by the Administrative Agent.

(c) *Use of Electronic Platform.* Notwithstanding *Sections 10.8(a)* and *(b)* above (unless the Administrative Agent requests that the provisions of *Sections 10.8(a)* and *(b)* above be followed) and any other provision in this Agreement or any other Loan Document providing for the delivery of any Approved Electronic Communication by any other means the Loan Parties shall deliver all Approved Electronic Communications to the Administrative Agent by properly transmitting such

Approved Electronic Communications in an electronic/soft medium in a format acceptable to the Administrative Agent to such electronic mail address (or similar means of electronic delivery) as the Administrative Agent may notify the Parent Borrower. Nothing in this *clause (c)* shall prejudice the right of the Administrative Agent, any Lender or any Issuer to deliver any Approved Electronic Communication to any Loan Party in any manner authorized in this Agreement or to request that the Borrowers effect delivery in such manner.

10.9 No Waiver; Remedies. No failure on the part of any Lender, any Issuer or the Administrative Agent to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

10.10 Binding Effect. This Agreement shall become effective when it shall have been executed by the Borrowers, the MLP and the Administrative Agent and when the Administrative Agent shall have been notified by each Lender and Issuer that such Lender or Issuer has executed it and thereafter shall be binding upon and inure solely to the benefit of the Borrowers, the MLP, the Administrative Agent and each Lender and Issuer and, in each case, their respective successors and assigns; *provided, however*, that the Borrowers and the MLP shall not have the right to assign their rights hereunder or any interest herein without the prior written consent of the Lenders.

10.11 Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

10.12 Submission to Jurisdiction; Service of Process.

(a) Any legal action or proceeding with respect to this Agreement or any other Loan Document may be brought in the courts of the State of New York located in the City of New York or of the United States of America for the Southern District of New York, and, by execution and delivery of this Agreement, each of the MLP and the Borrowers hereby accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. The parties hereto hereby irrevocably waive any objection, including any objection to the laying of venue or based on the grounds of *forum non conveniens*, that any of them may now or hereafter have to the bringing of any such action or proceeding in such respective jurisdictions.

(b) Each of the MLP and the Borrowers hereby irrevocably consents to the service of any and all process in any such action or proceeding by the mailing (by registered or certified mail, postage prepaid) of copies of such process to the MLP or such Borrower at its address specified in *Section 10.8 (Notices, Etc.)*. Each of the MLP and the Borrowers agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(c) Nothing contained in this *Section 10.12* shall affect the right of the Administrative Agent or any Lender to serve process in any other manner permitted by law or commence legal proceedings or otherwise proceed against the any Borrower or any other Loan Party in any other jurisdiction.

(d) If for the purposes of obtaining judgment in any court it is necessary to convert a sum due hereunder in Dollars into another currency, the parties hereto agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which in accordance with normal

banking procedures the Administrative Agent could purchase Dollars with such other currency at the spot rate of exchange quoted by the Administrative Agent at 11:00 a.m. (New York time) on the Business Day preceding that on which final judgment is given, for the purchase of Dollars, for delivery two Business Days thereafter.

10.13 Waiver of Jury Trial. EACH OF THE AGENTS, THE LENDERS, THE ISSUERS, THE BORROWERS AND THE MLP IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT.

10.14 Marshaling; Payments Set Aside. None of the Administrative Agent, any Lender or any Issuer shall be under any obligation to marshal any assets in favor of the MLP, any Borrower or any other party or against or in payment of any or all of the Obligations.

10.15 Section Titles. The section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto, except when used to reference a section. Any reference to the number of a clause, sub-clause or subsection hereof immediately followed by a reference in parenthesis to the title of the Section containing such clause, sub-clause or subsection is a reference to such clause, sub-clause or subsection and not to the entire Section; *provided, however*, that, in case of direct conflict between the reference to the title and the reference to the number of such Section, the reference to the title shall govern absent manifest error. If any reference to the number of a Section (but not to any clause, sub-clause or subsection thereof) is followed immediately by a reference in parenthesis to the title of a Section, the title reference shall govern in case of direct conflict absent manifest error.

10.16 Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are attached to the same document. Delivery of an executed signature page of this Agreement by facsimile transmission, electronic mail or by posting on the Approved Electronic Platform shall be as effective as delivery of a manually executed counterpart hereof. A set of the copies of this Agreement signed by all parties shall be lodged with the Parent Borrower and the Administrative Agent.

10.17 Entire Agreement. This Agreement, together with all of the other Loan Documents and all certificates and documents delivered hereunder or thereunder, embodies the entire agreement of the parties and supersedes all prior agreements and understandings relating to the subject matter hereof. In the event of any conflict between the terms of this Agreement and any other Loan Document, the terms of this Agreement shall govern.

10.18 Confidentiality. Each Lender, each Issuer and the Administrative Agent agree to use all reasonable efforts to keep information obtained by it pursuant hereto and the other Loan Documents confidential in accordance with such Lender's, such Issuer's or the Administrative Agent's, as the case may be, customary practices and agrees that it shall only use such information in connection with the transactions contemplated by this Agreement and not disclose any such information other than (a) to such Lender's, such Issuer's or the Administrative Agent's, as the case may be, employees, Affiliates, representatives and agents, including accountants, legal counsel and other advisors, that are or are expected to be involved in the evaluation of such information in connection with the transactions contemplated by this Agreement and are advised of the confidential nature of such information, (b) to the extent such information presently is or hereafter becomes available to such Lender, such Issuer or the

Administrative Agent, as the case may be, on a non-confidential basis from a source other than the Parent Borrower or any other Loan Party, (c) to the extent disclosure is required by law, regulation or judicial order or requested or required by regulatory, governmental or administrative authority (including bank regulators) or auditors or self-regulatory body, (d) to the other parties hereto, (e) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder or (f) to current or prospective assignees, participants and Special Purpose Vehicle grantees of any option described in *Section 10.2(f) (Assignments and Participations)*, and to their respective legal or financial advisors, in each case and to the extent such assignees, participants, grantees or counterparties agree to be bound by, and to cause their advisors to comply with, the provisions of this *Section 10.18*. Notwithstanding any other provision in this Agreement, the Administrative Agent hereby agrees that the Borrowers (and each of their officers, directors, employees, accountants, attorneys and other advisors) may disclose to any and all persons, without limitation of any kind, the U.S. tax treatment and U.S. tax structure of the Facility and the transactions contemplated hereby and all materials of any kind (including opinions and other tax analyses) that are provided to it relating to such U.S. tax treatment and U.S. tax structure.

10.19 Patriot Act Notice. Each Lender subject to the Patriot Act hereby notifies the Borrowers that, pursuant to Section 326 of the Patriot Act, it is required to obtain, verify and record information that identifies the Borrowers, including the name and address of the Borrowers and other information that will allow such Lender to identify the Borrowers in accordance with the Patriot Act.

10.20 Amendment and Restatement.

(a) On the Effective Date, (i) the Existing Revolving Credit Commitment of any Existing Lender that is not a Lender under this Agreement shall be terminated (and any notice with respect thereto is hereby waived) and (ii) the Existing Revolving Credit Commitment of any Existing Lender that is a Lender under this Agreement shall be amended to the amount set forth on Schedule I.

(b) On the Effective Date, the Existing Credit Agreement shall be amended and restated in its entirety by this Agreement, and the Existing Credit Agreement shall thereafter be of no further force and effect, except to evidence (i) the incurrence by the Parent Borrower of the “Obligations” under and as defined in the Existing Credit Agreement (whether or not such “Obligations” are contingent as of the Effective Date), (ii) the representations and warranties made by the Parent Borrower prior to the Effective Date and (iii) any action or omission performed or required to be performed pursuant to the Existing Credit Agreement prior to the Effective Date (including any failure, prior to the Effective Date, to comply with the covenants contained in the Existing Credit Agreement). The amendments and restatements set forth herein shall not cure any breach thereof or any “Default” or “Event of Default” under and as defined in the Existing Credit Agreement (if any) existing prior to the Effective Date. This Agreement is not in any way intended to constitute a novation of the obligations and liabilities existing under the Existing Credit Agreement or evidence payment of all or any portion of such obligations and liabilities.

(c) This amendment and restatement is limited as written and is not a consent to any other amendment, restatement or waiver, whether or not similar and, except as expressly provided herein or in any other Loan Document, all terms and conditions of the Loan Documents remain in full force and effect unless otherwise specifically amended hereby or by any other Loan Document.

[SIGNATURE PAGES FOLLOW]

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

BOARDWALK PIPELINES, LP,
as Borrower

By: BOARDWALK OPERATING GP, LLC,
its general partner

By: BOARDWALK PIPELINE PARTNERS, LP,
its managing member

By: BOARDWALK GP, LP,
its general partner

By: BOARDWALK GP, LLC,
its general partner

By: _____
Name:
Title:

TEXAS GAS TRANSMISSION, LLC,
as Borrower

By: _____
Name:
Title:

GULF SOUTH PIPELINE COMPANY, LP,
as Borrower

By: GS PIPELINE COMPANY, LLC,
its general partner

By: _____
Name:
Title:

BOARDWALK PIPELINE PARTNERS, LP

By: BOARDWALK GP, LP,
its general partner

By: BOARDWALK GP, LLC,
its general partner

By: _____
Name:
Title:

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent, Issuer and a Lender

By: _____
Name:
Title:

CITIBANK, N.A.,
as Syndication Agent and a Lender

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.,
as Co-Documentation Agent and a Lender

By: _____
Name:
Title:

DEUTSCHE BANK SECURITIES INC.,
as Co-Documentation Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

DEUTSCHE BANK AG NEW YORK BRANCH,
as a Lender

By: _____
Name:
Title:

By: _____
Name:
Title:

UNION BANK OF CALIFORNIA, N.A.
as Co-Documentation Agent and a Lender

By: _____
Name:
Title:

_____,
as a Lender

By: _____
Name:
Title:

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SCHEDULES:

- I Revolving Credit Commitments
- II Applicable Lending Offices
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- 3.6 Litigation
- 3.15(a) Subsidiaries
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EXHIBITS:

- A Form of Notice of Borrowing
- B Form of Closing Certificate
- C-1 Form of Legal Opinion of Vinson & Elkins LLP
- C-2 Form of Legal Opinion of General Counsel
- D Form of Assignment and Acceptance
- E Form of Revolving Credit Note
- F Form of Notice of Conversion or Continuation
- G Form of Guaranty
- H Form of Letter of Credit Request
- I Form of Swingline Loan Request

Exhibit 10.2

AMENDMENT NO. 1

AMENDMENT NO. 1, dated as of April 2, 2007 (this “*Amendment*”), by and among BOARDWALK PIPELINES, LP, a Delaware limited partnership (the “*Parent Borrower*”), TEXAS GAS TRANSMISSION, LLC, a Delaware limited liability company (“*Texas Gas*”), and GULF SOUTH PIPELINE COMPANY, LP, a Delaware limited partnership (“*Gulf South*” and, together with the Parent Borrower and Texas Gas, the “*Borrowers*”), severally as Borrowers, BOARDWALK PIPELINE PARTNERS, LP, a Delaware limited partnership (the “*MLP*”), the Lenders party hereto, WACHOVIA BANK, NATIONAL ASSOCIATION, as administrative agent for the Lenders and the Issuers (in such capacity, the “*Administrative Agent*”), CITIBANK, N.A., as syndication agent, JPMORGAN CHASE BANK, N.A., UNION BANK OF CALIFORNIA, N.A. and UBS SECURITIES LLC, as co-documentation agents, and WACHOVIA CAPITAL MARKETS LLC, CITIGROUP GLOBAL MARKETS INC. and J.P. MORGAN SECURITIES INC., as joint lead arrangers and joint book managers.

WITNESSETH:

WHEREAS, the Borrowers, the MLP, the Administrative Agent, the Lenders and the other parties thereto have entered into that certain Amended and Restated Revolving Credit Agreement, dated as of June 29, 2006 (as amended, supplemented or otherwise modified from time to time, the “*Credit Agreement*”);

WHEREAS, the Borrowers have requested, among other things, a Revolving Credit Commitment Increase in the amount of \$300,000,000; and

WHEREAS, the Lenders have agreed, subject to the terms and conditions hereinafter set forth, to amend the Credit Agreement as set forth below.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. ahave the meanings ascribed to such terms in the Credit Agreement.

2. Amendments. Effective as of the Effective Date (as defined below) and subject to the terms and conditions set forth herein, the Credit Agreement is hereby amended as follows:

(a) *Section 1.1 (Defined Terms)* of the Credit Agreement is hereby amended by inserting the following definitions in the appropriate alphabetical order:

“*Amendment No. 1*”: the Amendment No. 1, dated as of April 2, 2007, by and among the Borrowers, the MLP, the Administrative Agent, and the Lenders party thereto.

“*Amendment No. 1 Effective Date*”: the “*Effective Date*” under and as defined in Amendment No. 1.

“*Extension Option*”: as defined in *Section 2.17(a)*.

“*Gulf Crossing*”: Gulf Crossing Pipeline Company LLC, a Delaware limited liability company.

(b) The definitions of “*Consolidated EBITDA*”, “*Consolidated Leverage Ratio*”, “*Consolidated Net Income*”, “*Hybrid Security*”, “*Revolving Credit Sublimit*”, “*Scheduled Maturity Date*” and

“Swing Line Sublimit” in *Section 1.1 (Defined Terms)* of the Credit Agreement are hereby amended and restated in their entirety as follows:

“*Consolidated EBITDA*”: of any Person for any period, Consolidated Net Income of such Person and its Subsidiaries for such period plus, without duplication and to the extent reflected as a charge in the statement of such Consolidated Net Income for such period, the sum of (a) income tax expense, (b) consolidated interest expense, amortization or write-off of debt discount and debt issuance costs and commissions, discounts and other fees and charges associated with Indebtedness, (c) depreciation and amortization expense, (d) amortization of intangibles (including, but not limited to, goodwill) and organization costs, (e) any extraordinary, unusual or non-recurring expenses or losses (including, whether or not otherwise includable as a separate item in the statement of such Consolidated Net Income for such period, losses on sales of assets outside of the ordinary course of business) and (f) any other non-cash charges, and minus, to the extent included in the statement of such Consolidated Net Income for such period, the sum of (a) interest income (except to the extent deducted in determining consolidated interest expense), (b) any extraordinary, unusual or non-recurring income or gains (including, whether or not otherwise includable as a separate item in the statement of such Consolidated Net Income for such period, gains on the sales of assets outside of the ordinary course of business) and (c) any other non-cash income, all as determined on a consolidated basis; *provided, however*, that for purposes of calculating Consolidated EBITDA of the MLP or any Borrower for any period, (i) the Consolidated EBITDA of any Person acquired by the MLP or such Borrower or any of their respective Subsidiaries during such period shall be included on a pro forma basis for such period (assuming the consummation of such acquisition and the incurrence or assumption of any Indebtedness in connection therewith occurred on the first day of such period) if the consolidated balance sheet of such acquired Person and its consolidated Subsidiaries as at the end of the period preceding the acquisition of such Person and the related consolidated statements of income and stockholders’ equity and of cash flows for the period in respect of which Consolidated EBITDA is to be calculated (x) have been previously provided to the Administrative Agent and the Lenders and (y) either (1) have been reported on without a qualification arising out of the scope of the audit by independent certified public accountants of nationally recognized standing or (2) have been found acceptable by the Administrative Agent and (ii) the Consolidated EBITDA of any Person disposed of by the MLP or such Borrower or any of their respective Subsidiaries during such period shall be excluded for such period (assuming the consummation of such disposition and the repayment of any Indebtedness in connection therewith occurred on the first day of such period); *provided, further*, that for purposes of calculating compliance with the covenant contained in Section 5, with respect to any Material Project of any Borrower or any of their respective Subsidiaries, an amount equal to the ratable portion of Consolidated EBITDA projected for the first 12 months of operations of such Material Project shall be added to actual Consolidated EBITDA of such Borrower at the end of each Fiscal Quarter in proportion to the total expected capital costs of such Material Project that have been incurred at the end of such Fiscal Quarter (*provided, however*, that (i) with respect to any Material Project of any non-Wholly Owned Subsidiary, there shall be excluded the projected Consolidated EBITDA of such Material Project multiplied by the percentage of the economic interests of such non-Wholly Owned Subsidiary owned directly or indirectly by any Person other than the Borrowers or any Wholly Owned Subsidiary of the Borrowers, (ii) the aggregate amount of projected Consolidated EBITDA with respect to any Material Project of any non-Wholly Owned Subsidiary included in the calculation of Consolidated EBITDA shall not exceed 25% of the applicable Borrower’s actual Consolidated EBITDA for the preceding 4 Fiscal Quarters and (iii) the Administrative Agent shall have received Consolidated EBITDA projections and such supporting documentation requested by it for each Material Project, in each case reasonably satisfactory to the Administrative Agent); *provided, further*, that for purposes of calculating compliance with the covenant contained in Section 5 for the Fiscal Quarter ending June 30, 2006, Consolidated EBITDA of the MLP for the relevant period shall be deemed to equal Consolidated EBITDA of the MLP for the three consecutive Fiscal Quarters ended June 30, 2006 plus Consolidated EBITDA of the Parent Borrower for the Fiscal Quarter ended September 30, 2005.

“*Consolidated Leverage Ratio*”: with respect to any Person as of any date, the ratio of (a) Consolidated Total Debt of such Person and its Subsidiaries on such date to (b) Consolidated EBITDA of such Person and its Subsidiaries for the last four Fiscal Quarter period ending on or before such date; *provided, however*, that Consolidated Total Debt shall exclude (i) any Subordinated Loans made by the Permitted Investor or any Subsidiary thereof to the MLP or any Borrower; *provided*, that the aggregate principal amount of such excluded Subordinated Loans pursuant to this clause (i) outstanding at any time shall not exceed \$100,000,000, (ii) any Subordinated Loans made by the MLP or any Borrower to any Borrower; *provided*, that the aggregate principal amount of such excluded Subordinated Loans pursuant to this clause (ii) outstanding at any time shall not exceed \$100,000,000, (iii) obligations of the Parent Borrower or any of its Subsidiaries under any Hybrid Securities and (iv) the aggregate principal amount of any Indebtedness of any non-Wholly Owned Subsidiary multiplied by the percentage of the economic interests of such non-Wholly Owned Subsidiary owned directly or indirectly by any Person other than the Borrowers or any Wholly Owned Subsidiary of the Borrowers, unless any Borrower or any Wholly-Owned Subsidiary of any Borrower has a Guarantee Obligation with respect to such Indebtedness, in which case the aggregate principal amount of such Indebtedness so guaranteed shall be included in the calculation of Consolidated Total Debt.

“*Consolidated Net Income*”: of any Person for any period, the consolidated net income (or loss) of such Person and its Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP; *provided*, that in calculating Consolidated Net Income of the MLP or any Borrower for any period, there shall be excluded (a) the income (or deficit) of any Person accrued prior to the date it becomes a Subsidiary of the MLP or such Borrower or is merged into or consolidated with the MLP or such Borrower or any of their respective Subsidiaries, (b) the income (or deficit) of any Person (other than a Subsidiary of the MLP or such Borrower) in which the MLP or such Borrower or any of their respective Subsidiaries has an ownership interest, except to the extent that any such income is actually received by the MLP, such Borrower or such Subsidiary in the form of dividends or similar distributions, (c) the undistributed earnings of any Subsidiary of the MLP or such Borrower to the extent that the declaration or payment of dividends or similar distributions by such Subsidiary is not at the time permitted by the terms of any Contractual Obligation (other than under any Loan Document) or Requirement of Law applicable to such Subsidiary and (d) the income (or deficit) of any non-Wholly Owned Subsidiary multiplied by the percentage of the economic interests of such non-Wholly Owned Subsidiary owned directly or indirectly by any Person other than the Borrowers or any Wholly Owned Subsidiary of the Borrowers.

“*Hybrid Security*”: any hybrid preferred securities consisting of trust preferred securities or deferrable interest subordinated debt securities with maturities of at least 20 years issued by the Parent Borrower or wholly owned special purpose entities that are direct Subsidiaries of the Parent Borrower.

“*Revolving Credit Sublimit*”: initially, with respect to each Borrower, the amount set forth opposite such Borrower’s name below:

BORROWER	REVOLVING CREDIT SUBLIMIT
Parent Borrower	\$350,000,000
Texas Gas	\$50,000,000
Gulf South	\$300,000,000

The Parent Borrower may adjust the Revolving Credit Sublimit for each Borrower from time to time upon 3 Business Days’ prior written notice to the Administrative Agent; *provided, however*, that,

except as otherwise provided in the following proviso in connection with a Revolving Credit Commitment Increase, (a) the Parent Borrower's Revolving Credit Sublimit shall not exceed \$700,000,000, (b) Texas Gas' Revolving Credit Sublimit shall not exceed \$700,000,000, (c) Gulf South's Revolving Credit Sublimit shall not exceed \$700,000,000 and (d) the aggregate Revolving Credit Sublimits for all Borrowers shall not exceed the then effective Revolving Credit Commitments; *provided, further*, that each Revolving Credit Commitment Increase shall increase the maximum Revolving Credit Sublimit for each Borrower in the preceding proviso ratably in accordance with their respective maximum Revolving Credit Sublimits immediately prior to such Revolving Credit Commitment Increase.

“*Scheduled Maturity Date*”: the later of (a) June 29, 2012 and (b) the then current Extended Maturity Date, if applicable.

“*Swingline Loan Sublimit*”: \$70,000,000.

(c) The definition of “*Subsidiary*” in Section 1.1 of the Credit Agreement is amended by adding the following sentence at the end of such definition: “Notwithstanding the foregoing, Gulf Crossing shall not be deemed a Subsidiary of the Parent Borrower for purposes of Sections 3, 6, 7 and 8, other than for purposes of Sections 3.10, 3.12, 3.17, 3.19, 6.1, 6.8, 7.3, 8.1(e) and 8.1(f).”

(d) *Section 1.1 (Defined Terms)* of the Credit Agreement is hereby amended by deleting the following definitions in their entirety: “*First Extension Option*” and “*Second Extension Option*”.

(e) *Section 2.1(b) (Incremental Credit Extensions)* of the Credit Agreement is hereby amended by (i) replacing the phrase “the aggregate amount of all Revolving Credit Commitments Increases shall not exceed \$300,000,000” in clause (A) in the proviso therein with “after giving effect to the Revolving Credit Commitment Increase on the Amendment No. 1 Effective Date, the aggregate amount of all Revolving Credit Commitment Increases shall not exceed \$300,000,000”, (ii) renumbering the existing clause (B) in the proviso therein as clause (C) and (iii) adding the following as a new clause (B) in the proviso therein: “(B) the aggregate amount of Revolving Credit Commitments shall not exceed \$1,000,000,000 at any time”.

(f) *Section 2.17(a) (Extensions of Scheduled Maturity Date; Removal of Lenders)* of the Credit Agreement is hereby and restated in its entirety to read as follows:

“(a) Subject to the terms and provisions of this *Section 2.17*, the Parent Borrower shall have options from time to time to extend the Scheduled Maturity Date for a period of one year each (each extension option shall be referred to herein as an “*Extension Option*”); *provided*, that in no event shall the Parent Borrower have such option(s) to extend the Scheduled Maturity Date during the Term Out Period. In connection with the initial Extension Option, the Parent Borrower may, by written notice to the Administrative Agent (a “*Notice of Extension*”) given not earlier than 60 days prior to the first anniversary of the Effective Date nor later than 45 days prior to the then effective Scheduled Maturity Date, advise the Lenders that it requests an extension of the then effective Scheduled Maturity Date (such then effective Scheduled Maturity Date being the “*Existing Maturity Date*”) by one year, effective on the Existing Maturity Date. In the event the initial Extension Option is exercised and the Existing Maturity Date is extended pursuant to the terms of this *Section 2.17*, the Parent Borrower may, by Notice of Extension given not earlier than 364 days following the date of delivery of the Notice of Extension provided in connection with the immediately prior Extension Option nor later than 45 days prior to the Existing Maturity Date, advise the Lenders that it has elected to exercise another Extension Option and request to extend the Existing Maturity Date by one year, effective on said Existing Maturity Date. The Administrative Agent will promptly, and in any event within five Business Days of the receipt of any such Notice of Extension, notify the Lenders of the contents of each such Notice of Extension.”

(g) *Schedule I (Revolving Credit Commitments)* to the Credit Agreement is hereby amended and restated in its entirety to read as attached hereto as Annex I.

3. Conditions to Effectiveness of this Amendment. This Amendment shall become effective as of the date (the “*Effective Date*”) each of the following conditions precedent shall have been satisfied:

(a) The Administrative Agent shall have received on or prior to the Effective Date each of the following, each dated the Effective Date unless otherwise indicated or agreed to by the Administrative Agent and in form and substance satisfactory to the Administrative Agent:

(i) counterparts of this Amendment duly executed and delivered by each of the Borrowers, the MLP, the Administrative Agent, the Issuer, the Swingline Lender and each Lender under the Credit Agreement;

(ii) written commitments duly executed by existing Lenders (or their Affiliates or Approved Funds) or Eligible Assignees in an aggregate amount equal to \$300,000,000 and, in the case of each such Eligible Assignee that is not an existing Lender, an assumption agreement in form and substance satisfactory to the Administrative Agent and duly executed by the Parent Borrower, the Administrative Agent and such Eligible Assignee;

(iii) a favorable opinion of (A) Vinson & Elkins LLP, counsel to the Loan Parties, and (B) in-house counsel to the Loan Parties, each addressed to the Administrative Agent, the Lenders and the Issuers and addressing such matters as the Administrative Agent may reasonably request;

(iv) a certificate of the Secretary or an Assistant Secretary of each Loan Party certifying (A) the names and true signatures of each officer of such Loan Party that has been authorized to execute and deliver this Amendment and the other documents required hereunder to be executed and delivered by or on behalf of such Loan Party, (B) the resolutions of such Loan Party’s Board of Directors (or equivalent governing body) approving and authorizing the execution, delivery and performance of this Amendment and the other documents required hereunder to be executed and delivered by or on behalf of such Loan Party and (C) that there have been no changes in the certificate of incorporation (or equivalent Constituent Document) and the by-laws (or equivalent Constituent Document) of such Loan Party from the certificate of incorporation (or equivalent Constituent Document) and the by-laws (or equivalent Constituent Document) previously delivered to the Administrative Agent on the Effective Date (or if there has been such a change, attaching a certified copy thereof);

(v) a certificate of the chief financial officer of each Borrower in his capacity as such (and not in his individual capacity), in form and substance satisfactory to the Administrative Agent, attesting to the solvency of the Borrowers and the MLP after giving effect to the Revolving Credit Commitment Increase contemplated hereby; and

(vi) a certificate of a Responsible Officer of the Borrowers to the effect that the conditions set forth in *Section 4.2(b) (Conditions Precedent to Each Extension of Credit)* of the Credit Agreement have been satisfied both before and after giving effect to this Amendment.

(b) The Administrative Agent shall have received a certificate as to the good standing of each Loan Party, certified as of a recent date by the Secretary of State of the State of Delaware.

(c) There shall have been paid to the Administrative Agent, for the account of itself and the Lenders, as applicable, all fees and expenses (including reasonable fees and expenses of counsel) due and payable on or before the Effective Date.

4. Pro Rata Participations. On the Effective Date, each Lender or Eligible Assignee participating in the Revolving Credit Commitment Increase pursuant to this Amendment shall purchase and assume from each existing Lender having Revolving Loans and participations in Letters of Credit and Swingline Loans outstanding on Effective Date, without recourse or warranty, an undivided interest and participation, to the

extent of such Lender's Ratable Portion of the new Revolving Credit Commitments (after giving effect to such Revolving Credit Commitment Increase), in the aggregate outstanding Revolving Loans and participations in Letters of Credit and Swingline Loans, so as to ensure that, on the Effective Date after giving effect to such Revolving Credit Commitment Increase, each Revolving Lender is owed only its Ratable Portion of the Revolving Loans and participations in Letters of Credit and Swingline Loans on the Effective Date.

5. Representations and Warranties. Each Loan Party hereby represents and warrants to the Administrative Agent and the Lenders, on and as of the date hereof, that:

(a) (i) Such Loan Party has taken all necessary action to authorize the execution, delivery and performance of this Amendment, (ii) this Amendment has been duly executed and delivered by such Loan Party and (iii) this Amendment is the legal, valid and binding obligation of such Loan Party, enforceable against it in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.

(b) After giving effect to this Amendment, each of the representations and warranties made by any Loan Party in or pursuant to the Loan Documents (other than the representations and warranties set forth in Sections 3.2 and 3.6 of the Credit Agreement) is true and correct in all material respects on and as of the date hereof, as if made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties are true and correct in all material respects as of such earlier date.

(c) After giving effect to this Amendment, no Default or Event of Default has occurred and is continuing as of the date hereof.

6. Reaffirmation.

(a) Each Loan Party hereby consents to the execution, delivery and performance of this Amendment and agrees that each reference to the Credit Agreement in the Loan Documents shall, on and after the Effective Date, be deemed to be a reference to the Credit Agreement as amended by this Amendment.

(b) Each Loan Party hereby acknowledges and agrees that, after giving effect to this Amendment, all of its respective obligations and liabilities under the Loan Documents to which it is a party are reaffirmed, and remain in full force and effect.

7. Continuing Effect. Except as expressly set forth in this Amendment, all of the terms and provisions of the Credit Agreement are and shall remain in full force and effect and the Borrower shall continue to be bound by all of such terms and provisions. The Amendment provided for herein is limited to the specific provisions of the Credit Agreement specified herein and shall not constitute an amendment of, or an indication of the Administrative Agent's or the Lenders' willingness to amend or waive, any other provisions of the Credit Agreement or the same sections for any other date or purpose.

8. Expenses. The Borrowers agree to pay and reimburse the Administrative Agent for all its reasonable out-of-pocket costs and expenses incurred in connection with the negotiation, preparation, execution and delivery of this Amendment, and other documents prepared in connection herewith, and the transactions contemplated hereby, including, without limitation, reasonable fees and disbursements and other charges of counsel to the Administrative Agent and the charges of SyndTrak Online relating to the Amendment.

9. Choice of Law. This Amendment and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with the law of the State of New York.

10. Counterparts. This Amendment may be executed in any number of counterparts and by different parties and separate counterparts, each of which when so executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or e-mail shall be effective as delivery of a manually executed counterpart of this Amendment.

11. Integration. This Amendment, together with the other Loan Documents, incorporates all negotiations of the parties hereto with respect to the subject matter hereof and is the final expression and agreement of the parties hereto with respect to the subject matter hereof.

12. Severability. In case any provision in this Amendment shall be invalid, illegal or unenforceable, such provision shall be severable from the remainder of this Amendment and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

13. Loan Document. This Amendment is a Loan Document.

14. Waiver of Jury Trial. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING WITH RESPECT TO THIS AMENDMENT AND ANY OTHER LOAN DOCUMENT.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have entered into this Amendment as of the date first above written.

BOARDWALK PIPELINES, LP,
as Borrower

By: BOARDWALK OPERATING GP, LLC,
its general partner

By: BOARDWALK PIPELINE PARTNERS, LP,
its managing member

By: BOARDWALK GP, LP,
its general partner

By: BOARDWALK GP, LLC,
its general partner

By: _____
Name:
Title:

TEXAS GAS TRANSMISSION, LLC,
as Borrower

By: _____
Name:
Title:

GULF SOUTH PIPELINE COMPANY, LP,
as Borrower

By: GS PIPELINE COMPANY, LLC,
its general partner

By: _____
Name:
Title:

BOARDWALK PIPELINE PARTNERS, LP

By: BOARDWALK GP, LP,
its general partner

By: BOARDWALK GP, LLC,
its general partner

By: _____
Name:
Title:

[SIGNATURE PAGE TO AMENDMENT]

[SIGNATURE PAGE TO AMENDMENT]

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent, Issuer, Swingline Lender and
Lender

By: _____

Name:

Title:

as a Lender

By: _____

Name:

Title:

AMENDMENT NO. 2

AMENDMENT NO. 2, dated as of November 27, 2007 (this “*Amendment*”), by and among BOARDWALK PIPELINES, LP, a Delaware limited partnership (the “*Parent Borrower*”), TEXAS GAS TRANSMISSION, LLC, a Delaware limited liability company (“*Texas Gas*”), and GULF SOUTH PIPELINE COMPANY, LP, a Delaware limited partnership (“*Gulf South*” and, together with the Parent Borrower and Texas Gas, the “*Borrowers*”), severally as Borrowers, BOARDWALK PIPELINE PARTNERS, LP, a Delaware limited partnership (the “*MLP*”), the Lenders party hereto, WACHOVIA BANK, NATIONAL ASSOCIATION, as administrative agent for the Lenders and the Issuers (in such capacity, the “*Administrative Agent*”), CITIBANK, N.A. and JPMORGAN CHASE BANK, N.A., as co-syndication agents, DNB NOR BANK ASA, as documentation agent, and WACHOVIA CAPITAL MARKETS LLC, CITIGROUP GLOBAL MARKETS INC. and J.P. MORGAN SECURITIES INC., as joint lead arrangers and joint book managers.

WITNESSETH:

WHEREAS, the Borrowers, the MLP, the Administrative Agent, the Lenders and the other parties thereto have entered into that certain Amended and Restated Revolving Credit Agreement, dated as of June 29, 2006 (as amended, supplemented or otherwise modified from time to time, the “*Credit Agreement*”);

WHEREAS, the Borrowers have requested, among other things, a Revolving Credit Commitment Increase in the amount of \$300,000,000; and

WHEREAS, the Lenders have agreed, subject to the terms and conditions hereinafter set forth, to amend the Credit Agreement as set forth below.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Defined Terms. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement.

2. Amendments. Effective as of the Effective Date (as defined below) and subject to the terms and conditions set forth herein, the Credit Agreement is hereby amended as follows:

(a) *Section 1.1 (Defined Terms)* of the Credit Agreement is hereby amended by inserting the following definitions in the appropriate alphabetical order:

“*Amendment No. 2*”: the Amendment No. 2, dated as of November 27, 2007, by and among the Borrowers, the MLP, the Administrative Agent, and the Lenders party thereto.

“*Amendment No. 2 Effective Date*”: the “*Effective Date*” under and as defined in Amendment No. 2.”

(b) The definitions of “*Revolving Credit Sublimit*” and “*Swing Line Sublimit*” in *Section 1.1 (Defined Terms)* of the Credit Agreement are hereby amended and restated in their entirety as follows:

“*Revolving Credit Sublimit*”: initially, with respect to each Borrower, the amount set forth opposite such Borrower’s name below:

BORROWER	REVOLVING CREDIT SUBLIMIT
Parent Borrower	\$500,000,000
Texas Gas	\$200,000,000
Gulf South	\$300,000,000

The Parent Borrower may adjust the Revolving Credit Sublimit for each Borrower from time to time upon 3 Business Days’ prior written notice to the Administrative Agent; *provided, however*, that, except as otherwise provided in the following proviso in connection with a Revolving Credit Commitment Increase, (a) the Parent Borrower’s Revolving Credit Sublimit shall not exceed \$1,000,000,000, (b) Texas Gas’ Revolving Credit Sublimit shall not exceed \$1,000,000,000, (c) Gulf South’s Revolving Credit Sublimit shall not exceed \$1,000,000,000 and (d) the aggregate Revolving Credit Sublimits for all Borrowers shall not exceed the then effective Revolving Credit Commitments; *provided, further*, that each Revolving Credit Commitment Increase shall increase the maximum Revolving Credit Sublimit for each Borrower in the preceding proviso ratably in accordance with their respective maximum Revolving Credit Sublimits immediately prior to such Revolving Credit Commitment Increase.

“*Swingline Loan Sublimit*”: \$100,000,000.

(c) *Section 2.1(b) (Incremental Credit Extensions)* of the Credit Agreement is hereby amended by (i) replacing the phrase “after giving effect to the Revolving Credit Commitment Increase on the Amendment No. 1 Effective Date, the aggregate amount of all Revolving Credit Commitment Increases shall not exceed \$300,000,000” in clause (A) in the proviso therein with “after giving effect to the Revolving Credit Commitment Increase on the Amendment No. 2 Effective Date, the aggregate amount of all Revolving Credit Commitment Increases shall not exceed \$300,000,000” and (ii) replacing the reference to “\$1,000,000,000 in clause (B) in the proviso therein with “\$1,300,000,000”.

(d) *Schedule I (Revolving Credit Commitments)* to the Credit Agreement is hereby amended and restated in its entirety to read as attached hereto as Annex I.

3. Conditions to Effectiveness of this Amendment. This Amendment shall become effective as of the date (the “*Effective Date*”) each of the following conditions precedent shall have been satisfied:

(a) The Administrative Agent shall have received on or prior to the Effective Date each of the following, each dated the Effective Date unless otherwise indicated or agreed to by the Administrative Agent and in form and substance satisfactory to the Administrative Agent:

(i) counterparts of this Amendment duly executed and delivered by each of the Borrowers, the MLP, the Administrative Agent, the Issuer, the Swingline Lender, each Lender participating in the Revolving Credit Commitment Increase and the Required Lenders under the Credit Agreement;

(ii) written commitments duly executed by existing Lenders (or their Affiliates or Approved Funds) or Eligible Assignees in an aggregate amount equal to

\$300,000,000 and, in the case of each such Eligible Assignee that is not an existing Lender, an assumption agreement in form and substance satisfactory to the Administrative Agent and duly executed by the Parent Borrower, the Administrative Agent and such Eligible Assignee;

(iii) a favorable opinion of (A) Vinson & Elkins LLP, counsel to the Loan Parties, and (B) in-house counsel to the Loan Parties, each addressed to the Administrative Agent, the Lenders and the Issuers and addressing such matters as the Administrative Agent may reasonably request;

(iv) a certificate of the Secretary or an Assistant Secretary of each Loan Party certifying (A) the names and true signatures of each officer of such Loan Party that has been authorized to execute and deliver this Amendment and the other documents required hereunder to be executed and delivered by or on behalf of such Loan Party, (B) the resolutions of such Loan Party's Board of Directors (or equivalent governing body) approving and authorizing the execution, delivery and performance of this Amendment and the other documents required hereunder to be executed and delivered by or on behalf of such Loan Party and (C) that there have been no changes in the certificate of incorporation (or equivalent Constituent Document) and the by-laws (or equivalent Constituent Document) of such Loan Party from the certificate of incorporation (or equivalent Constituent Document) and the by-laws (or equivalent Constituent Document) previously delivered to the Administrative Agent on the Amendment No. 1 Effective Date (or if there has been such a change, attaching a certified copy thereof);

(v) a certificate of the chief financial officer of each Borrower in his capacity as such (and not in his individual capacity), in form and substance satisfactory to the Administrative Agent, attesting to the solvency of the Borrowers and the MLP after giving effect to the Revolving Credit Commitment Increase contemplated hereby; and

(vi) a certificate of a Responsible Officer of the Borrowers to the effect that the conditions set forth in *Section 4.2(b) (Conditions Precedent to Each Extension of Credit)* of the Credit Agreement have been satisfied both before and after giving effect to this Amendment.

(b) The Administrative Agent shall have received a certificate as to the good standing of each Loan Party, certified as of a recent date by the Secretary of State of the State of Delaware.

(c) There shall have been paid to the Administrative Agent, for the account of itself and the Lenders, as applicable, all fees and expenses (including reasonable fees and expenses of counsel) due and payable on or before the Effective Date.

4. Pro Rata Participations. On the Effective Date, each Lender or Eligible Assignee participating in the Revolving Credit Commitment Increase pursuant to this Amendment shall purchase and assume from each existing Lender having Revolving Loans and participations in Letters of Credit and Swingline Loans outstanding on Effective Date, without recourse or warranty, an undivided interest and participation, to the extent of such Lender's Ratable Portion of the new Revolving Credit Commitments (after giving effect to such Revolving Credit Commitment Increase), in the aggregate outstanding Revolving Loans and participations in Letters of Credit and Swingline Loans, so as to ensure that, on the Effective Date after giving effect to such Revolving Credit Commitment Increase, each Revolving Lender is owed only its Ratable Portion of the Revolving Loans and participations in Letters of Credit and Swingline Loans on the Effective Date.

5. Representations and Warranties. Each Loan Party hereby represents and warrants to the Administrative Agent and the Lenders, on and as of the date hereof, that:

(a) (i) Such Loan Party has taken all necessary action to authorize the execution, delivery and performance of this Amendment, (ii) this Amendment has been duly executed and delivered by such Loan Party and (iii) this Amendment is the legal, valid and binding obligation of such Loan Party, enforceable against it in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.

(b) After giving effect to this Amendment, each of the representations and warranties made by any Loan Party in or pursuant to the Loan Documents (other than the representations and warranties set forth in Sections 3.2 and 3.6 of the Credit Agreement) is true and correct in all material respects on and as of the date hereof, as if made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties are true and correct in all material respects as of such earlier date.

(c) After giving effect to this Amendment, no Default or Event of Default has occurred and is continuing as of the date hereof.

6. Reaffirmation.

(a) Each Loan Party hereby consents to the execution, delivery and performance of this Amendment and agrees that each reference to the Credit Agreement in the Loan Documents shall, on and after the Effective Date, be deemed to be a reference to the Credit Agreement as amended by this Amendment.

(b) Each Loan Party hereby acknowledges and agrees that, after giving effect to this Amendment, all of its respective obligations and liabilities under the Loan Documents to which it is a party are reaffirmed, and remain in full force and effect.

7. Continuing Effect. Except as expressly set forth in this Amendment, all of the terms and provisions of the Credit Agreement are and shall remain in full force and effect and the Borrower shall continue to be bound by all of such terms and provisions. The Amendment provided for herein is limited to the specific provisions of the Credit Agreement specified herein and shall not constitute an amendment of, or an indication of the Administrative Agent's or the Lenders' willingness to amend or waive, any other provisions of the Credit Agreement or the same sections for any other date or purpose.

8. Expenses. The Borrowers agree to pay and reimburse the Administrative Agent for all its reasonable out-of-pocket costs and expenses incurred in connection with the negotiation, preparation, execution and delivery of this Amendment, and other documents prepared in connection herewith, and the transactions contemplated hereby, including, without limitation, reasonable fees and disbursements and other charges of counsel to the Administrative Agent and the charges of SyndTrak Online relating to the Amendment.

9. Choice of Law. This Amendment and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with the law of the State of New York.

10. Counterparts. This Amendment may be executed in any number of counterparts and by different parties and separate counterparts, each of which when so executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or e-mail shall be effective as delivery of a manually executed counterpart of this Amendment.

11. Integration. This Amendment, together with the other Loan Documents, incorporates all negotiations of the parties hereto with respect to the subject matter hereof and is the final expression and agreement of the parties hereto with respect to the subject matter hereof.

12. Severability. In case any provision in this Amendment shall be invalid, illegal or unenforceable, such provision shall be severable from the remainder of this Amendment and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

13. Loan Document. This Amendment is a Loan Document.

14. Waiver of Jury Trial. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING WITH RESPECT TO THIS AMENDMENT AND ANY OTHER LOAN DOCUMENT.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have entered into this Amendment as of the date first above written.

BOARDWALK PIPELINES, LP,
as Borrower

By: BOARDWALK OPERATING GP, LLC,
its general partner

By: BOARDWALK PIPELINE PARTNERS, LP,
its managing member

By: BOARDWALK GP, LP,
its general partner

By: BOARDWALK GP, LLC,
its general partner

By: _____
Name:
Title:

TEXAS GAS TRANSMISSION, LLC,
as Borrower

By: _____
Name:
Title:

GULF SOUTH PIPELINE COMPANY, LP,
as Borrower

By: GS PIPELINE COMPANY, LLC,
its general partner

By: _____
Name:
Title:

BOARDWALK PIPELINE PARTNERS, LP

By: BOARDWALK GP, LP,
its general partner

By: BOARDWALK GP, LLC,
its general partner

By: _____
Name:
Title:

[SIGNATURE PAGE TO AMENDMENT]

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent, Issuer, Swingline Lender and
Lender

By: _____
Name:
Title:

as a Lender

By: _____
Name:
Title:

AMENDMENT NO. 3

AMENDMENT NO. 3, dated as of March 6, 2008 (this “*Amendment*”), by and among BOARDWALK PIPELINES, LP, a Delaware limited partnership (the “*Parent Borrower*”), TEXAS GAS TRANSMISSION, LLC, a Delaware limited liability company (“*Texas Gas*”), and GULF SOUTH PIPELINE COMPANY, LP, a Delaware limited partnership (“*Gulf South*” and, together with the Parent Borrower and Texas Gas, the “*Borrowers*”), severally as Borrowers, BOARDWALK PIPELINE PARTNERS, LP, a Delaware limited partnership (the “*MLP*”), the Lenders party hereto, WACHOVIA BANK, NATIONAL ASSOCIATION, as administrative agent for the Lenders and the Issuers (in such capacity, the “*Administrative Agent*”), CITIBANK, N.A. and JPMORGAN CHASE BANK, N.A., as co-syndication agents, DNB NOR BANK ASA, as documentation agent, and WACHOVIA CAPITAL MARKETS LLC, CITIGROUP GLOBAL MARKETS INC. and J.P. MORGAN SECURITIES INC., as joint lead arrangers and joint book managers.

W I T N E S S E T H:

WHEREAS, the Borrowers, the MLP, the Administrative Agent, the Lenders and the other parties thereto have entered into that certain Amended and Restated Revolving Credit Agreement, dated as of June 29, 2006 (as amended, supplemented or otherwise modified from time to time, the “*Credit Agreement*”); and

WHEREAS, the Borrowers have requested and the Lenders have agreed, subject to the terms and conditions hereinafter set forth, to amend the Credit Agreement as set forth below.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Defined Terms. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement.

2. Amendments. Effective as of the Effective Date (as defined below) and subject to the terms and conditions set forth herein, the Credit Agreement is hereby amended as follows:

(a) *Section 7.8 Transactions with Affiliates* of the Credit Agreement is hereby amended by replacing subsection (a) in its entirety with the following:

“(a) any transaction that is (i) otherwise permitted under this Agreement, (ii) in the ordinary course of business of the MLP, the Parent Borrower or such Subsidiary, and (iii) upon fair and reasonable terms no less favorable to the MLP, the Parent Borrower or such Subsidiary, as the case may be, than it would obtain in a comparable arm’s length transaction with a Person that is not an Affiliate;”

(b) *Section 7.8 Transactions with Affiliates* of the Credit Agreement is hereby amended by (i) deleting “and” at the end of subsection (f); (ii) replacing the period at the end of subsection (g) with “; and”; and (iii) adding the following new subsection (h):

“(h) the issuance by the MLP of Capital Stock to any Affiliate (other than to a Borrower or to any other Subsidiary of the MLP) or the receipt by the MLP of any equity or capital contributions from an Affiliate (other than from a Borrower or from any other Subsidiary of the MLP).”

3. Conditions to Effectiveness of this Amendment. This Amendment shall become effective as of the date (the “*Effective Date*”) the Administrative Agent shall have received counterparts of this Amendment duly executed and delivered by each of the Borrowers, the MLP, the Administrative Agent and the Required Lenders under the Credit Agreement.

4. Representations and Warranties. Each Loan Party hereby represents and warrants to the Administrative Agent and the Lenders, on and as of the date hereof, that:

(a) (i) Such Loan Party has taken all necessary action to authorize the execution, delivery and performance of this Amendment, (ii) this Amendment has been duly executed and delivered by such Loan Party and (iii) this Amendment is the legal, valid and binding obligation of such Loan Party, enforceable against it in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors’ rights generally and by general equitable principles.

(b) After giving effect to this Amendment, each of the representations and warranties made by any Loan Party in or pursuant to the Loan Documents (other than the representations and warranties set forth in Sections 3.2 and 3.6 of the Credit Agreement) is true and correct in all material respects on and as of the date hereof, as if made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties are true and correct in all material respects as of such earlier date.

(c) After giving effect to this Amendment, no Default or Event of Default has occurred and is continuing as of the date hereof.

5. Reaffirmation.

(a) Each Loan Party hereby consents to the execution, delivery and performance of this Amendment and agrees that each reference to the Credit Agreement in the Loan Documents shall, on and after the Effective Date, be deemed to be a reference to the Credit Agreement as amended by this Amendment.

(b) Each Loan Party hereby acknowledges and agrees that, after giving effect to this Amendment, all of its respective obligations and liabilities under the Loan Documents to which it is a party are reaffirmed, and remain in full force and effect.

6. Continuing Effect. Except as expressly set forth in this Amendment, all of the terms and provisions of the Credit Agreement are and shall remain in full force and effect and the Borrower shall continue to be bound by all of such terms and provisions. The Amendment provided for herein is limited to the specific provisions of the Credit Agreement specified herein and shall not constitute an amendment of, or an indication of the Administrative Agent’s or the Lenders’ willingness to amend or waive, any other provisions of the Credit Agreement or the same sections for any other date or purpose.

7. Expenses. The Borrowers agree to pay and reimburse the Administrative Agent for all its reasonable out-of-pocket costs and expenses incurred in connection with the negotiation, preparation, execution and delivery of this Amendment, and other documents prepared in connection herewith, and the transactions contemplated hereby, including, without limitation, reasonable fees and disbursements and other charges of counsel to the Administrative Agent and the charges of SyndTrak Online relating to the Amendment.

8. Choice of Law. This Amendment and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with the law of the State of New York.

9. Counterparts. This Amendment may be executed in any number of counterparts and by different parties and separate counterparts, each of which when so executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or e-mail shall be effective as delivery of a manually executed counterpart of this Amendment.

10. Integration. This Amendment, together with the other Loan Documents, incorporates all negotiations of the parties hereto with respect to the subject matter hereof and is the final expression and agreement of the parties hereto with respect to the subject matter hereof.

11. Severability. In case any provision in this Amendment shall be invalid, illegal or unenforceable, such provision shall be severable from the remainder of this Amendment and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

12. Loan Document. This Amendment is a Loan Document.

13. Waiver of Jury Trial. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING WITH RESPECT TO THIS AMENDMENT AND ANY OTHER LOAN DOCUMENT.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have entered into this Amendment as of the date first above written.

BOARDWALK PIPELINES, LP,
as Borrower

By: BOARDWALK OPERATING GP, LLC,
its general partner

By: BOARDWALK PIPELINE PARTNERS, LP,
its managing member

By: BOARDWALK GP, LP,
its general partner

By: BOARDWALK GP, LLC,
its general partner

By: _____
Name:
Title:

TEXAS GAS TRANSMISSION, LLC,
as Borrower

By: _____
Name:
Title:

GULF SOUTH PIPELINE COMPANY, LP,
as Borrower

By: GS PIPELINE COMPANY, LLC,
its general partner

By: _____
Name:
Title:

BOARDWALK PIPELINE PARTNERS, LP

By: BOARDWALK GP, LP,
its general partner

By: BOARDWALK GP, LLC,
its general partner

By: _____
Name:
Title:

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent, Issuer, Swingline Lender and
Lender

By: _____
Name:
Title:

_____ ,
as a Lender

By: _____
Name:
Title:

Exhibit 10.2**SCHEDULE I****REVOLVING CREDIT COMMITMENTS**

<u>Lender</u>	<u>Revolving Credit Commitment</u>
Wachovia Bank, National Association	\$96,333,334
Citibank, N.A.	\$96,333,333
JPMorgan Chase Bank, N.A.	\$96,333,333
DnB Nor Bank ASA	\$90,000,000
Union Bank of California, N.A.	\$75,000,000
Royal Bank of Canada	\$60,000,000
Mizuho Corporate Bank, Ltd.	\$60,000,000
UBS Loan Finance LLC	\$55,000,000
Merrill Lynch Bank USA	\$50,000,000
Morgan Stanley Bank	\$50,000,000
Credit Suisse, Cayman Islands Branch	\$50,000,000
Lehman Commercial Paper Inc.	\$50,000,000
Wells Fargo Bank NA	\$50,000,000
William Street Commitment Corp.	\$45,000,000
Deutsche Bank AG New York Branch	\$36,000,000
Bank Hapoalim	\$25,000,000
Chang Hwa	\$15,000,000
TOTAL:	\$1,000,000,000

SCHEDULE II		
<u>APPLICABLE LENDING OFFICES AND ADDRESSES FOR NOTICES</u>		
Lender	Domestic Lending Office	Eurodollar Lending Office
Wachovia Bank, National Association	301 South College Street Charlotte, NC 28288 Attn: Allison Newman Telephone: (704) 383-5260 Telecopy: (704) 383-6647	301 South College Street Charlotte, NC 28288 Attn: Allison Newman Telephone: (704) 383-5260 Telecopy: (704) 383-6647
Citibank, N.A.	399 Park Avenue New York, NY 10022 Attn: Dennis Banfield Telephone: (302) 894-6109 Telecopy: (302) 894-6120	399 Park Avenue New York, NY 10022 Attn: Dennis Banfield Telephone: (302) 894-6109 Telecopy: (302) 894-6120
Deutsche Bank AG New York Branch	60 Wall Street New York, NY 10005 Attn: Joe Cusmai Telephone: (201) 593-2202 Telecopy: (201) 593-2313	60 Wall Street New York, NY 10005 Attn: Joe Cusmai Telephone: (201) 593-2202 Telecopy: (201) 593-2313
JPMorgan Chase Bank, N.A.	10 South Dearborn, 19 th Floor Chicago, IL 60603-2003 Attn: Jose Rodriguez Telephone: (312) 385-7071 Telecopy: (312) 385-7096	10 South Dearborn, 19 th Floor Chicago, IL 60603-2003 Attn: Jose Rodriguez Telephone: (312) 385-7071 Telecopy: (312) 385-7096
Union Bank of California, N.A.	445 S. Figueroa Street, 15 th Floor Los Angeles, CA 90071 Attn: Ruby Gonzales Telephone: (323) 720-7055 Telecopy: (323) 720-2252	445 S. Figueroa Street, 15 th Floor Los Angeles, CA 90071 Attn: Ruby Gonzales Telephone: (323) 720-7055 Telecopy: (323) 720-2252
Sun Trust Bank	303 Peachtree Street, 10 th Floor Atlanta, GA 30308 Attn: Joe McCreery Telephone: (404) 532-0274 Telecopy: (404) 827-6270	303 Peachtree Street, 10 th Floor Atlanta, GA 30308 Attn: Joe McCreery Telephone: (404) 532-0274 Telecopy: (404) 827-6270
UBS Loan Finance LCL	677 Washington Blvd. Stamford, CT 06901 Attn: David Vitti Telephone: (203) 719-5968 Telecopy: (203) 719-3888	677 Washington Blvd. Stamford, CT 06901 Attn: David Vitti Telephone: (203) 719-5968 Telecopy: (203) 719-3888
Royal Bank of Canada	One Liberty Plaza, 3 rd Floor New York, NY 10006-1404 Attn: Compton Singh Telephone: (212) 428-6332 Telecopy: (212) 428-2372	One Liberty Plaza, 3 rd Floor New York, NY 10006-1404 Attn: Compton Singh Telephone: (212) 428-6332 Telecopy: (212) 428-2372

SCHEDULE II		
<u>APPLICABLE LENDING OFFICES AND</u>		
<u>ADDRESSES FOR NOTICES</u>		
Lender	Domestic Lending Office	Eurodollar Lending Office
Mizuho Corporate Bank, Ltd.	1800 Plaza Ten Jersey City, NJ 07311 Attn: Helen Moi Telephone: (201) 626-9292 Telecopy: (201) 626-9941	1800 Plaza Ten Jersey City, NJ 07311 Attn: Helen Moi Telephone: (201) 626-9292 Telecopy: (201) 626-9941
Key Bank NA	8117 Preston Road, #440 Dallas, TX 75225 Attn: Thomas Rajan Telephone: (214) 414-2580 Telecopy: (214) 414-2610	127 Public Square Cleveland, OH 44114 Attn: Thomas Simenic Telephone: (216) 689-7142 Telecopy: (216) 689-0255
Merrill Lynch Bank USA	15 W. South Temple, Suite 300 Salt Lake City, UT 84101 Attn: Darryl Johnson Telephone: (801) 933-8611 Telecopy: (801) 531-7470	15 W. South Temple, Suite 300 Salt Lake City, UT 84101 Attn: Darryl Johnson Telephone: (801) 933-8611 Telecopy: (801) 531-7470
Goldman Sachs Credit Partners L.P.	30 Hudson Street, 17 th Floor Jersey City, NJ 07302 Attn: Philip Green Telephone: (212) 357-7570 Telecopy: (212) 357-4597	30 Hudson Street, 17 th Floor Jersey City, NJ 07302 Attn: Philip Green Telephone: (212) 357-7570 Telecopy: (212) 357-4597
Morgan Stanley Bank	One Pierrepont Plaza, 7 th Floor 300 Cadman Plaza West Brooklyn, NY 11201 Attn: Edward Henley Telephone: (718) 754-7285 Telecopy: (718) 754-7250	One Pierrepont Plaza, 7 th Floor 300 Cadman Plaza West Brooklyn, NY 11201 Attn: Edward Henley Telephone: (718) 754-7285 Telecopy: (718) 754-7250

SCHEDULE 3.4

CONSENTS, AUTHORIZATIONS, FILINGS AND NOTICES

None.

SCHEDULE 3.6

LITIGATION

None.

SCHEDULE 3.15(a)

SUBSIDIARIES

Name of Subsidiary	Jurisdiction of Organization	Owner; Percentage of Capital Stock Owned
Boardwalk Operating GP, LLC	Delaware limited liability company	100% of membership interests owned by Boardwalk Pipeline Partners, LP
Boardwalk Pipelines, LP	Delaware limited partnership	100% of limited partnership interests owned by Boardwalk Pipeline Partners, LP 100% of general partnership interests owned by Boardwalk Operating GP, LLC
GS Pipeline Company, LLC	Delaware limited liability company	100% of membership interests owned by Boardwalk Pipelines, LP
Gulf South Pipeline Company, LP	Delaware limited partnership	100% of limited partnership interests owned by Boardwalk Pipelines, LP 100% of general partnership interests owned by GS Pipeline Company, LLC
Texas Gas Transmission, LLC	Delaware limited liability company	100% of membership interests owned by Boardwalk Pipelines, LP

SCHEDULE 3.15(b)

BORROWER INFORMATION

Boardwalk Pipelines, LP
3800 Frederica Street
Owensboro, Kentucky 42301
I.R.S Employer Identification Number: 20-3265614

Texas Gas Transmission, LLC
3800 Frederica Street
Owensboro, Kentucky 42301
I.R.S Employer Identification Number: 20-3265614

Gulf South Pipeline Company, LP
20 E. Greenway Plaza. Suite 900
Houston, Texas 77043
I.R.S Employer Identification Number: 20-3265614

SCHEDULE 7.1

INDEBTEDNESS

Texas Gas Transmission, LLC (as issuer) – \$100.0 million aggregate principal amount outstanding of 7.25% Debentures due 2027, issued in July 1997.

Texas Gas Transmission, LLC (as issuer) – \$250.0 million aggregate principal amount outstanding of 4.60% Notes due 2015, issued in May 2003.

Gulf South Pipeline Company, LP (as issuer) – \$275.0 million aggregate principal amount outstanding of 5.05% Notes due 2015.

Boardwalk Pipelines, LP (as issuer) -- \$185.0 million aggregate principal amount outstanding of 5.20% Notes due 2018.

Boardwalk Pipelines, LP (as issuer) -- \$300.0 million aggregate principal amount outstanding of 5.50% Notes due 2017.

SCHEDULE 7.8
AFFILIATE TRANSACTIONS

None

EXHIBIT A
TO
AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT

FORM OF NOTICE OF BORROWING

WACHOVIA BANK, NATIONAL ASSOCIATION
as Administrative Agent under the
Credit Agreement referred to below
c/o Wachovia Securities
201 South College Street
Charlotte, North Carolina 28288-0680

_____, 20__

Attention: Agency Services

Re: [BOARDWALK PIPELINES, LP] [TEXAS GAS TRANSMISSION, LLC] [GULF SOUTH PIPELINE COMPANY, LP] (the "Borrower")

Reference is made to the Amended and Restated Revolving Credit Agreement, dated as of June 29, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among Boardwalk Pipelines, LP, Texas Gas Transmission, LLC and Gulf South Pipeline Company, LP, as Borrowers, Boardwalk Pipelines Partners, LP, the Lenders and Issuers party thereto, Wachovia Bank, National Association, as administrative agent for the Lenders and Issuers, Citibank, N.A., as syndication agent, and the other agents party thereto. Capitalized terms used herein and not otherwise defined herein are used herein as defined in the Credit Agreement.

The Borrower hereby gives you notice, irrevocably, pursuant to *Section 2.2 (Borrowing Procedures)* of the Credit Agreement that the undersigned hereby requests a Borrowing of Revolving Loans under the Credit Agreement and, in that connection, sets forth below the information relating to such Borrowing (the "*Proposed Borrowing*") as required by *Section 2.2 (Borrowing Procedures)* of the Credit Agreement:

(a) The date of the Proposed Borrowing is _____, 20__ (the "*Funding Date*").

(b) The aggregate amount of the Proposed Borrowing is \$_____, of which amount [\$_____ consists of Base Rate Loans] [and \$_____ consists of Eurodollar Rate Loans having an initial Interest Period of [one] [two] [three] [six] month[s]].

The undersigned hereby certifies that the following statements shall be true on the Funding Date both before and after giving effect to the Proposed Borrowing and to the application of the proceeds therefrom:

(i) the representations and warranties set forth in *Section 3 (Representations and Warranties)* of the Credit Agreement and the other Loan Documents are true and correct in all material respects, except (A) to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall have been true and correct

in all material respects as of such earlier date and (B) the representations and warranties set forth in Sections 3.2 and 3.6 of the Credit Agreement shall be made on and as of the Effective Date only;

(ii) no Default or Event of Default has occurred and is continuing; and

(iii) the Borrower's Revolving Credit Outstandings does not exceed such Borrower's Revolving Credit Sublimit and the aggregate Revolving Credit Outstandings does not exceed the then effective Revolving Credit Commitment.

[Signature Page Follows]

[BOARDWALK PIPELINES, LP

By: BOARDWALK OPERATING GP, LLC,
its general partner

By: BOARDWALK PIPELINE PARTNERS, LP,
its managing member

By: BOARDWALK GP, LP,
its general partner

By: BOARDWALK GP, LLC,
its general partner

By: _____
Name:
Title:]

[TEXAS GAS TRANSMISSION, LLC

By: _____
Name:
Title:]

[GULF SOUTH PIPELINE COMPANY, LP

By: GS PIPELINE COMPANY, LLC,

its general partner

By: _____
Name:
Title:]

**EXHIBIT B
TO
AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT**

FORM OF CLOSING CERTIFICATE

OF

**[BOARDWALK PIPELINES, LP] [TEXAS GAS TRANSMISSION, LLC] [GULF SOUTH PIPELINE
COMPANY, LP] [BOARDWALK PIPELINE PARTNERS, LP]**

Pursuant to *Section 4.1(c)* of the Amended and Restated Revolving Credit Agreement, dated as of June 29, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among Boardwalk Pipelines, LP, Texas Gas Transmission, LLC and Gulf South Pipeline Company, LP, as Borrowers (each a “*Borrower*” and collectively, the “*Borrowers*”), Boardwalk Pipeline Partners, LP, the Lenders and Issuers party thereto, Wachovia Bank, National Association, as administrative agent for the Lenders and Issuers (in such capacity, the “*Administrative Agent*”), Citibank, N.A., as syndication agent, and the other agents party thereto, the undersigned hereby certifies, in his capacity as Chief Financial Officer and not individually, as follows:

Capitalized terms used herein, but not defined herein, have the meanings given to those terms in the Credit Agreement.

1. The representations and warranties set forth in Section 3 of the Credit Agreement and the other Loan Documents are true and correct, in all material respects, on and as of the date hereof, with the same effect as if made on the date hereof except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall have been true and correct, in all material respects, as of such earlier date;¹

2. No Default or Event of Default has occurred and is continuing as of the date hereof;²

3. [] is, and at all times since the date of the Credit Agreement set forth above has been, the duly elected and qualified [] of [] and his signature set forth on the incumbency certificate below is his true and genuine signature. The undersigned Secretary of [] hereby certifies, in his capacity as such and not individually, as follows:

(a) Attached hereto as Exhibit I is a correct and complete copy of resolutions duly adopted by the board of directors of [] by unanimous written consent dated as of

¹ To be provided by the Parent Borrower only.

² To be provided by the Parent Borrower only.

_____ authorizing (i) the execution, delivery and performance of the Credit Agreement by [_____] and the Revolving Credit Notes by [_____] , (ii) the borrowings contemplated under the Revolving Credit Agreement and (iii) the transactions contemplated by the Credit Agreement; such resolutions have not in any way been amended, modified, revoked or rescinded and have been in full force and effect since their adoption to and including the date hereof and are now in full force and effect; such resolutions are the only limited liability company proceedings of BGL now in force relating to or affecting the matters referred to therein;

(b) Attached hereto as Exhibit II is the [limited partnership agreement] [limited liability company agreement] of [the MLP] [Boardwalk Pipelines, LP] [Gulf South Pipeline Company, LP] [Texas Gas Transmission, LLC], dated as of _____, and the same has not been amended, repealed, modified or restated;

(c) Attached hereto as Exhibit III is the Certificate of Formation, certified by the Secretary of State of the State of Delaware, and the Certificate of Good Standing of [the MLP] [Boardwalk Pipelines, LP] [Gulf South Pipeline Company, LP] [Texas Gas Transmission, LLC], dated as of June __, 2006, and the same have not been amended, repealed, modified or restated;

(d) The following person is now a duly elected and qualified officer of [BGL] holding the office indicated next to his name below, and such officer is empowered to act for and on behalf of [BGL] in connection with all matters related to [the MLP] [Boardwalk Pipelines, LP] [Gulf South Pipeline Company, LP] [Texas Gas Transmission, LLC], including the execution, delivery and performance of the Credit Agreement and all documents related thereto, and such officer has held such office with [BGL] at all times since the date of the Credit Agreement set forth above to and including the date hereof, and the signature appearing opposite his name below is the true and genuine signature of such officer:

<u>Name</u>	<u>Office</u>	<u>Signature</u>
[_____]	[_____]	_____

[Signature Pages Follows]

IN WITNESS WHEREOF, the undersigned has hereunto set his name on behalf of [the MLP] [Boardwalk Pipelines, LP] [Gulf South Pipeline Company, LP] [Texas Gas Transmission, LLC], and not individually.

Date: June __, 2006

[BOARDWALK PIPELINES, LP

By: BOARDWALK OPERATING GP, LLC, its
general partner

By: BOARDWALK PIPELINE
PARTNERS, LP, its managing member

By: BOARDWALK GP, LP, its
general partner

By: _____
Name: W. Douglas Field
Title: Secretary]

[TEXAS GAS TRANSMISSION, LLC

By: _____
Name:
Title:]

[GULF SOUTH PIPELINE COMPANY, LP

By: GS PIPELINE COMPANY, LLC,
its general partner

By: _____
Name:
Title:]

[BOARDWALK PIPELINE PARTNERS, LP

By: BOARDWALK GP, LP, its general partner

By: _____
Name: W. Douglas Field
Title: Secretary]

EXHIBIT I

EXHIBIT II

EXHIBIT III

EXHIBIT C-1
TO
AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT

OPINION LETTER

June 29, 2006

Each of the Addressees Listed in
the Attached Schedule I

Re: Boardwalk Pipelines, LP \$400,000,000 Credit Facility

Ladies and Gentlemen:

We have acted as counsel for Boardwalk Pipelines, LP, a Delaware limited partnership (“Boardwalk”), Gulf South Pipeline Company, LP, a Delaware limited partnership (“Gulf South”), and Texas Gas Transmission, LLC, a Delaware limited liability company (“Texas Gas”, and together with Boardwalk and Gulf South, each a “Borrower” and collectively, the “Borrowers”) and Boardwalk Pipeline Partners, LP, a Delaware limited partnership (the “MLP”, and together with the Borrowers, the “Opinion Parties”) in connection with the transactions contemplated by the Amended and Restated Revolving Credit Agreement, dated as of June 29, 2006 (the “Credit Agreement”), among the Borrowers; the MLP; the lenders and issuers from time to time party thereto; Wachovia Bank, National Association, as administrative agent (the “Administrative Agent”); Citibank, N.A., as syndication agent; and Wachovia Capital Markets LLC and Citigroup Global Markets, Inc. as joint lead arrangers and joint book managers. This opinion letter is furnished to you pursuant to Section 4.1(f)(i) of the Credit Agreement.

In rendering the opinions set forth below, we have reviewed an execution copy of the following documents and instruments:

- (i) the Credit Agreement;
- (ii) the form of Revolving Credit Note attached as Exhibit E to the Credit Agreement (the “Revolving Credit Note”);
- (iii) the Amended and Restated Guaranty, dated as of June 29, 2006, by the MLP;
- (iv) the organizational documents listed on Schedule II hereto (the “Organizational Documents”); and
- (v) each of the Indentures listed on Schedule III hereto (“Applicable Indentures”).

The documents listed in clauses (i) through (iii) above are referred to herein as the “Transaction Documents”. Additionally, in rendering the opinions set forth below, we have reviewed such other records, certificates and documents as we have deemed appropriate for the purposes of such opinions. As to any facts material to our opinions, we have made no independent investigation of such facts and have relied, to the extent that we deem such reliance proper, upon statements of public officials and officers or other representatives of the Opinion Parties and on the representations and warranties set forth in the Transaction Documents.

In rendering the opinions expressed below, we have assumed the legal capacity of all natural persons, the genuineness of all signatures, the authenticity of all documents submitted to us as originals, and the conformity to authentic original documents of all documents submitted to us as copies, which assumptions we have not independently verified. In addition we have assumed that (i) each party to the Transaction Documents (each, a “Transaction Party”) (other than the Opinion Parties) is a corporation, partnership, limited liability company or other entity duly organized and validly existing under the laws of its jurisdiction of organization; (ii) each Transaction Party (other than the Opinion Parties) has full power and authority (corporate, partnership, limited liability company or otherwise) to execute, deliver and perform its obligations under the Transaction Documents to which it is a party; (iii) each Transaction Document has been duly executed and delivered by each Transaction Party that is a party thereto (other than the Opinion Parties); (iv) the execution, delivery and performance by each Transaction Party (other than the Opinion Parties) of the Transaction Documents to which it is a party have been duly authorized by all necessary action (corporate, partnership, limited liability company or otherwise) and do not contravene the bylaws or other constituent documents of such Transaction Party (except that we have not made such assumption with respect to the Organizational Documents, as to which we express our opinion in paragraph 5(a)); (v) the execution, delivery and performance by each Transaction Party of the Transaction Documents to which it is a party do not contravene any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award applicable to any of them (except that we have not made such assumption with respect to Applicable Laws (as defined below) applicable to the Opinion Parties, as to which we express our opinions in paragraph 5(b)); (vi) the execution, delivery and performance by each Transaction Party of the Transaction Documents to which it is a party do not conflict with or result in the breach of any document or instrument binding on it (except that we have not made such assumption with respect to the Applicable Indentures, as to which we express our opinion in paragraph 5(c)); (vii) no authorization, approval, consent, order, license, franchise, permit or other action by, and no notice to or filing with, any Governmental Authority or any other third party is required for the due execution, delivery and performance by each Transaction Party of the Transaction Documents to which it is a party that has not been duly obtained or made and that is not in full force and effect (except that we have not made such assumption with respect to Governmental Approvals (as defined below) required to be obtained or taken by the Opinion Parties under Applicable Laws, as to which we express our opinion in paragraph 6); (viii) the Transaction Documents constitute valid, binding and enforceable obligations of each party thereto (other than the Opinion Parties); and (ix) the laws of any jurisdiction other than the laws that are the subject of this opinion letter do not affect the terms of the Transaction Documents. With respect to certain of the foregoing matters as they relate to the Borrowers and the MLP, please refer to the opinion letter, dated as of the date hereof, delivered to you by Michael C. McMahon, Esq., General Counsel of Boardwalk GP, LLC and GS Pipeline Company, LLC.

Based upon the foregoing, and subject to the assumptions, qualifications, exceptions and limitations set forth herein, it is our opinion that:

1. (a) Each of Boardwalk, Gulf South and the MLP is a limited partnership validly existing and in good standing under the laws of the State of Delaware under the Delaware Revised Uniform Limited Partnership Act, with the full partnership power and authority necessary to own or hold its properties and assets and to conduct the businesses in which it is engaged and (b) Texas Gas is a limited liability company validly existing and in good standing under the laws of the State of Delaware under the Delaware Limited Liability Company Act, with full limited liability company power and authority necessary to own or hold its properties and assets and to conduct the business in which it is engaged.

2. (a) Each of Boardwalk, Gulf South and the MLP has the power and authority under the Delaware Revised Uniform Limited Partnership Act and its respective partnership agreement to execute and deliver each Transaction Document to which it is a party and to perform its obligations thereunder. The execution and delivery by each of Boardwalk, Gulf South and the MLP of each Transaction Document to which it is a party and the performance by each of Boardwalk, Gulf South and the MLP of its respective obligations thereunder have been duly authorized by all requisite partnership action on the part of Boardwalk, Gulf South and the MLP, as applicable.
 (b) Texas Gas has the power and authority under the Delaware Limited Liability Company Act and its respective limited liability company agreement to execute and deliver each Transaction Document to which it is a party and to perform its obligations thereunder. The execution and delivery by Texas Gas of each Transaction Document to which it is a party and the performance by Texas Gas of its obligations thereunder have been duly authorized by all requisite limited liability company action on the part of Texas Gas.

3. Each Transaction Document (other than the Revolving Credit Note) to which an Opinion Party is a party has been duly executed and delivered by such Opinion Party.

4. Each Transaction Document (other than the Revolving Credit Note) to which an Opinion Party is a party constitutes the valid and binding obligation of each Opinion Party that is a party thereto enforceable against such Opinion Party in accordance with its terms. Upon the execution and delivery of any Revolving Credit Note by each Opinion Party that is a party thereto such Revolving Credit Note will constitute the valid and binding obligation of such Opinion Party enforceable against such Opinion Party in accordance with its terms.

5. The execution and delivery by each Opinion Party of each Transaction Document to which it is a party do not, and the performance by each Opinion Party of its respective obligations thereunder will not, (a) violate the Organizational Documents of such Opinion Party, (b) result in any violation by such Opinion Party of any Applicable Law (as defined below), or (c) breach or result in a default under the Applicable Indentures.

“Applicable Laws” means those laws of the State of New York and the United States of America and the regulations adopted thereunder, that, in our experience, are normally applicable to transactions of the type contemplated by the Transaction Documents. However, the term “Applicable Laws” does not include, and we express no opinion with regard to (i) any state or federal laws, rules or regulations relating to: (A) pollution or protection of the environment; (B) zoning, land use, building or construction; (C) occupational safety and health or other similar matters; (D) labor, employee rights and benefits, including the Employment Retirement Income Security Act of 1974, as amended; (E) the regulation of utilities; (F) antitrust and trade regulation; (G) tax; (H) except for our opinion in paragraph 8 as it relates to the Investment Company Act of

1940, as amended, securities, including, without limitation, federal and state securities laws, rules or regulations; and (I) corrupt practices, including, without limitation, the Foreign Corrupt Practices Act of 1977; and (ii) any laws, rules or regulations of any county, municipality or similar political subdivision or any agency or instrumentality thereof.

6. No Governmental Approval (as defined below) which has not been obtained or taken and is not in full force and effect, is required to be obtained or taken by any Opinion Party to authorize, or is required in connection with, the execution and delivery by any Opinion Party of each Transaction Document to which it is a party or the performance by such Opinion Party of its respective obligations thereunder, except those Governmental Approvals set forth in Schedule 3.4 to the Credit Agreement and routine Governmental Approvals not required to consummate the transactions occurring on the Effective Date but required to be obtained or made after the date of this opinion to enable the Opinion Parties to comply with the requirements of Applicable Law (such as those required to maintain the existence and good standing or foreign qualification of any Opinion Parties).

“Governmental Approvals” means any consent, approval, license, authorization or validation of, or filing, recording or registration with, any Governmental Authority pursuant to any Applicable Laws (as defined in paragraph 5 above).

7. Assuming that the Borrowers will comply with the provisions of the Credit Agreement relating to the use of proceeds, the execution and delivery of the Credit Agreement by the Borrowers and the making of the Loans under the Credit Agreement and the application of the proceeds thereof does not violate Regulation U or X of the Board of Governors of the Federal Reserve System.
8. No Opinion Party is an “investment company” as defined in the Investment Company Act of 1940, as amended.

The opinions set forth above are subject to the following qualifications and exceptions:

(a) With respect to our opinion set forth in paragraph 1 above, we have relied solely on (i) with respect to Boardwalk, the certificate of good standing of Boardwalk, dated June 29, 2006, from the Secretary of State of the State of Delaware, (ii) with respect to Gulf South, the certificate of good standing of Gulf South, dated June 29, 2006, from the Secretary of State of the State of Delaware, (iii) with respect to Texas Gas, the certificate of good standing of Texas Gas, dated June 29, 2006, from the Secretary of State of the State of Delaware and (iv) with respect to the MLP, the certificate of good standing of the MLP, dated June 29, 2006, from the Secretary of State of the State of Delaware.

(b) The enforceability of each Transaction Document and the provisions thereof may be limited by bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium or other laws now or hereafter in effect relating to or affecting enforcement of creditors’ rights generally and by general principles of equity (including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing), regardless of whether such enforcement is considered in a proceeding in equity or at law.

(c) With respect to our opinion set forth in paragraph 4 above, we express no opinion with respect to the validity or enforceability of the following provisions to the extent that they are contained in the Transaction Documents: (i) provisions releasing, exculpating or

exempting a party from, or requiring indemnification or contribution of a party for, liability for its own negligence or to the extent that the same are inconsistent with public policy; (ii) provisions purporting to waive, subordinate or not give effect to rights to notice, demands, legal defenses or other rights or benefits that cannot be waived, subordinated or rendered ineffective under applicable law; (iii) provisions purporting to provide remedies inconsistent with applicable law; (iv) provisions relating to severability; (v) provisions stating that a guarantee will not be affected by a modification of the obligation guaranteed in cases in which that modification materially changes the nature or amount of such obligation; (vi) provisions restricting access to courts or purporting to affect the jurisdiction or venue of courts (other than the courts of the State of New York with respect to Transaction Documents governed by the laws of the State of New York); (vii) provisions purporting to exclude all conflicts-of-law rules; (viii) provisions pursuant to which a party agrees that a judgment rendered by a court or other tribunal in one jurisdiction may be enforced in any other jurisdiction; (ix) provisions providing that decisions by a party are conclusive or may be made in its sole discretion; and (x) provisions that authorize or permit any party to any Transaction Document or any purchaser of a participation interest from any such party to set-off or apply any deposit, property or indebtedness with respect to any participation interest.

(d) Insofar as our opinion set forth in paragraph 4 above relates to the enforceability under New York law of the provisions of the Transaction Documents, such opinion is rendered in reliance upon the Act of July 19, 1984, ch. 421, 1984 McKinney's Sess. Law of N.Y. 1406 (codified at N.Y. Gen. Oblig. Law §§5-1401 (McKinney 1989)) (the "Act") and is subject to the qualifications that such enforceability (i) as specified in the Act, does not apply to the extent provided to the contrary in subsection two of Section 1-105 of the NY UCC, (ii) may be limited by public policy considerations of any jurisdiction in which enforcement of such provisions is sought, and (iii) is subject to any U.S. Constitutional requirement under the Full Faith and Credit Clause or the Due Process Clause thereof or the exercise of any applicable judicial discretion in favor of another jurisdiction.

(e) In rendering the opinion expressed in paragraph 5(c) above: (i) we have not reviewed, and express no opinion with respect to, documents other than the Applicable Indentures, irrespective of whether they secure, support or otherwise relate to or are referred to in the Applicable Indentures or might under certain circumstances result in an event of default or require early payment under any of the Applicable Indentures; (ii) we have made no examination of, and express no opinion with respect to, any financial, accounting or similar covenant or provision contained in the Applicable Indentures to the extent that any such covenant or provision would require a determination as to any financial or accounting matters; and (iii) our opinion in paragraph 5(c) is limited to the laws of the State of New York. In every case, we have assumed that a court would enforce the Applicable Indentures as written and we have limited our opinion to matters readily ascertainable from the face of the Applicable Indentures.

We express no opinion as to the laws of any jurisdiction other than: (i) Applicable Laws; and (ii) with respect to our opinions set forth in paragraphs 1, 2 and 3 above, the Revised Uniform Limited Partnership Act and the Limited Liability Company Act, in each case, as in effect in the State of Delaware.

This opinion letter is rendered as of the date set forth above. We expressly disclaim any obligation to update this letter after such date.

This opinion letter is given solely for your benefit in connection with the transactions contemplated by the Transaction Documents and may not be furnished to, or relied upon by, any other person or for any other purpose without our prior written consent.

Very truly yours,

Vinson & Elkins L.L.P.

SCHEDULE I TO OPINION LETTER

Addressees

Wachovia Bank, National Association, as Administrative Agent

Citibank, N.A., as Syndication Agent

Each Lender from time to time party to the Credit Agreement

Each Issuer from time to time party to the Credit Agreement

SCHEDULE II TO OPINION LETTER

Organizational DocumentsA. Boardwalk:

1. Certificate of Conversion to Limited Partnership of Boardwalk Pipelines, LP, filed with the Secretary of State of the State of Delaware on November 15, 2005.
2. Certificate of Limited Partnership of Boardwalk Pipelines, LP, filed with the Secretary of State of the State of Delaware on November 15, 2005.
3. Limited Partnership Agreement of Boardwalk Pipelines, LP, dated November 15, 2005.
4. Resolution of the Board of Directors of the general partner of the general partner of the sole member of the general partner of Boardwalk Pipelines, LP, dated June 22, 2006.

B. Gulf South:

1. Restated Certificate of Incorporation of United Gas Pipe Line Company, filed with the Secretary of State of the State of Delaware on March 13, 1974.
2. Certificate of Amendment of United Gas Pipe Line Company, filed with the Secretary of State of the State of Delaware on March 14, 1974.
3. Certificate of Reduction of Capital of United Gas Pipe Line Company, filed with the Secretary of State of the State of Delaware on March 14, 1974.
4. Certificate of Correction of United Gas Pipe Line Company, filed with the Secretary of State of the State of Delaware on April 3, 1974.
5. Certificate of Amendment of United Gas Pipe Line Company, filed with the Secretary of State of the State of Delaware on May 20, 1976.
6. Certificate of Agreement of Merger, filed with the Secretary of State of the State of Delaware on August 27, 1976.
7. Certificate of Amendment of United Gas Pipe Line Company, filed with the Secretary of State of the State of Delaware on December 31, 1986.
8. Certificate of Amendment of United Gas Pipe Line Company, filed with the Secretary of State of the State of Delaware on November 27, 1989.
9. Certificate of Correction of United Gas Pipe Line Company, filed with the Secretary of State of the State of Delaware on December 12, 1989.
10. Certificate of Ownership and Merger, filed with the Secretary of State of the State of Delaware on December 29, 1989.
11. Certificate of Amendment of United Gas Pipe Line Company, changing the name of the entity from "United Gas Pipe Line Company" to "Koch Gateway Pipeline Company", filed with the Secretary of State of the State of Delaware on August 24, 1993.
12. Certificate of Ownership and Merger, filed with the Secretary of State of the State of Delaware on June 17, 1996.

13. Certificate of Ownership and Merger, filed with the Secretary of State of the State of Delaware on February 23, 1999.
14. Certificate of Merger, filed with the Secretary of State of the State of Delaware on December 27, 2000.
15. Certificate of Conversion, changing “Koch Gateway Pipeline Company” from a corporation to a limited partnership named “Gulf South Pipeline Company, LP”, filed with the Secretary of State of the State of Delaware on December 27, 2000.
16. Certificate of Limited Partnership of Gulf South Pipeline Company, LP, filed with the Secretary of State of the State of Delaware on December 27, 2000.
17. Agreement of Limited Partnership of Gulf South Pipeline Company, LP, dated January 31, 2001.
18. Resolution of the Board of Directors of the general partner of the general partner of the sole member of the general partner of the sole member of the general partner of Gulf South Pipeline Company, LP, dated June 22, 2006.

C. Texas Gas:

1. Restated Certificate of Incorporation of Texas Gas Transmission Corporation, filed with the Secretary of State of the State of Delaware on September 11, 1998.
2. Certificate of Conversion, changing “Texas Gas Transmission Corporation” from a corporation to a limited liability company named “Texas Gas Transmission, LLC”, filed with the Secretary of State of the State of Delaware on May 16, 2003.
3. Certificate of Formation of Texas Gas Transmission, LLC, filed with the Secretary of State of the State of Delaware on May 16, 2003.
4. Limited Liability Company Operating Agreement of Texas Gas Transmission, LLC, dated May 16, 2003.
5. Resolution of the Board of Directors of Texas Gas Transmission, LLC, dated June 22, 2006.

D. MLP:

1. Certificate of Limited Partnership of Boardwalk Pipeline Partners, LP, filed with the Secretary of State of the State of Delaware on August 4, 2005
2. First Amended and Restated Agreement of Limited Partnership of Boardwalk Pipeline Partners, LP, dated as of November 15, 2005
3. Resolution of the Board of Directors of the general partner of the general partner of Boardwalk Pipeline Partners, LP, dated June 22, 2006.

SCHEDULE III TO OPINION LETTER

Applicable Indentures

Indenture dated July 15, 1997, between Texas Gas Transmission Corporation (now known as Texas Gas Transmission, LLC) and The Bank of New York, as Trustee regarding \$100,000,000 7.25% Debentures due 2027.

Indenture dated May 28, 2003, between TGT Pipeline, LLC (now known as Boardwalk Pipelines, LP) and The Bank of New York as Trustee regarding \$185,000,000 5.20% Notes due 2018.

Indenture dated as of May 28, 2003, between Texas Gas Transmission, LLC and The Bank of New York, as Trustee regarding \$250,000,000 4.60% Notes due 2015.

Indenture dated as of January 18, 2005, between TGT Pipeline, LLC (now known as Boardwalk Pipelines, LP) and The Bank of New York, as Trustee regarding \$300,000,000 5.50% Notes due 2017.

Indenture dated as of January 18, 2005, between Gulf South Pipeline Company, LP and The Bank of New York, as Trustee regarding \$275,000,000 5.05% Notes due 2015.

EXHIBIT C-2
TO
AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT

[LETTERHEAD OF MICHAEL E. McMAHON]

June 29, 2006

Each of the Addressees Listed in
the Attached Schedule I

Re: Boardwalk Pipelines, LP \$400,000,000 Credit Facility

Ladies and Gentlemen:

I am general counsel of each of (i) Boardwalk GP, LLC, a Delaware limited liability company (“GP LLC”) which is the general partner of Boardwalk GP, LP, which is the general partner of Boardwalk Pipeline Partners, LP (the “MLP”), and (ii) GS Pipeline Company, LLC, a Delaware limited liability company (“GS Pipeline”) which is the general partner of Gulf South Pipeline Company, LP (“Gulf South”). In such capacities I have acted as counsel for Boardwalk Pipelines, LP, a Delaware limited partnership (“Boardwalk”) which is wholly owned (directly and indirectly) by the MLP, Gulf South, Texas Gas Transmission, LLC, a Delaware limited liability company which is wholly owned by Boardwalk (“Texas Gas”, and together with Boardwalk and Gulf South, each a “Borrower” and collectively, the “Borrowers”), and the MLP (together with the Borrowers, the “Opinion Parties”) in connection with the transactions contemplated by the Amended and Restated Revolving Credit Agreement, dated as of the date hereof (the “Credit Agreement”), among the Borrowers, as borrowers; the MLP, as guarantor; the lenders and issuers from time to time party thereto; Wachovia Bank, National Association, as administrative agent (the “Administrative Agent”); Citibank, N.A., as syndication agent; and Wachovia Capital Markets LLC and Citigroup Global Markets, Inc. as joint lead arrangers and joint book managers. This opinion letter is furnished to you pursuant to Section 4.1(f)(ii) of the Credit Agreement.

In rendering the opinion set forth below, I have reviewed an execution copy of the following documents and instruments:

- (i) the Credit Agreement; and
- (ii) the Guaranty, dated as of the date hereof, by the MLP.

The documents listed in clauses (i) and (ii) above are referred to herein as the “Transaction Documents”. Additionally, in rendering the opinion set forth below, I have reviewed such other records, certificates and documents as I have deemed appropriate for the purposes of such opinion. As to any facts material to my opinion, I have made no independent investigation of such facts and have relied, to the extent that I deem such reliance proper, upon statements of public officials and officers or other representatives of the Opinion Parties and their respective Subsidiaries and on the representations and warranties set forth in the Transaction Documents. In addition, with respect to Texas Gas, I have relied, to the extent that I deem such reliance proper, on representations made by officers of Texas Gas.

In rendering the opinion expressed below, I have assumed the legal capacity of all natural persons, the genuineness of all signatures, the authenticity of all documents submitted to me as originals, and the conformity to authentic original documents of all documents submitted to me as copies, which assumptions I have not independently verified.

Based upon the foregoing, and subject to the assumptions, qualifications, exceptions and limitations set forth herein, it is my opinion that the execution and delivery by each Opinion Party of each Transaction Document to which it is a party do not, and the performance by each of its respective obligations thereunder will not, breach or result in a default under any material agreement or material instrument to which any Opinion Party or any of their respective Subsidiaries is a party or by which any of them are bound (the “Applicable Contracts”).

The opinion set forth above is subject to the following qualifications and exceptions:

(a) With respect to my opinion set forth above, I have (i) made no examination of, and express no opinion with respect to, any financial, accounting or similar covenant or provision contained in any Applicable Contract to the extent that any such covenant or provision would require a determination as to any financial or accounting matters, and (ii) assumed that a court would enforce the Applicable Contracts as written and have limited my opinion to matters readily ascertainable from the face of the Applicable Contracts without taking into account the application of any particular governing law to the Applicable Contracts.

(b) The opinion expressed herein is limited to the matters expressly set forth in this opinion letter, and no opinion is implied or may be inferred beyond the matters expressly so stated.

This opinion letter is rendered as of the date set forth above and I expressly disclaim any obligation to update this letter after such date.

This opinion letter is given solely for your benefit in connection with the transactions contemplated by the Transaction Documents and may not be furnished to, or relied upon by, any other person or for any other purpose without my prior written consent.

Very truly yours,

Michael E. McMahon, Esq.
General Counsel of Boardwalk GP, LLC
and GS Pipeline Company, LLC

SCHEDULE I
TO OPINION LETTER

Addressees

Wachovia Bank, National Association, as Administrative Agent

Citibank, N.A., as Syndication Agent

Each Lender from time to time party to the Credit Agreement

Each Issuer from time to time party to the Credit Agreement

EXHIBIT D
TO
AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT

FORM OF ASSIGNMENT AND ACCEPTANCE

ASSIGNMENT AND ACCEPTANCE dated as of _____, _____ between
[NAME OF ASSIGNOR] (the “*Assignor*”) and [NAME OF ASSIGNEE] (the “*Assignee*”).

Reference is made to the Amended and Restated Revolving Credit Agreement, dated as of June 29, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among Boardwalk Pipelines, LP, Texas Gas Transmission, LLC and Gulf South Pipeline Company, LP, as Borrowers, Boardwalk Pipelines Partners, LP, the Lenders and Issuers party thereto, Wachovia Bank, National Association, as administrative agent for the Lenders and Issuers (in such capacity, the “*Administrative Agent*”), Citibank, N.A., as syndication agent, and the other agents party thereto. Capitalized terms used herein and not otherwise defined herein are used herein as defined in the Credit Agreement.

The Assignor and the Assignee hereby agree as follows:

1. As of the Effective Date (as defined below), the Assignor hereby sells and assigns to the Assignee, and the Assignee hereby purchases and assumes from the Assignor, all of the Assignor’s rights and obligations under the Credit Agreement to the extent related to the amounts and percentages specified on *Section 1 of Schedule I* hereto.
2. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any adverse claim and (ii) it has full power and authority, and has taken all actions necessary, to execute and deliver this Assignment and Acceptance and to consummate the transactions contemplated hereby, (b) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document or any other instrument or document furnished pursuant thereto or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement or any other Loan Document, any other instrument or document furnished pursuant thereto or any collateral thereunder, (c) makes no representation or warranty and assumes no responsibility with respect to the financial condition of the Borrowers and any other Loan Party or the performance or observance by the Borrowers and any other Loan Party of any of its obligations under the Credit Agreement or any other Loan Document or any other instrument or document furnished pursuant thereto and (iv) attaches the Revolving Credit Note(s), if any, held by the Assignor and requests that the Administrative Agent exchange such Revolving Credit Note(s) for [a] new Revolving Credit Note(s) in accordance with *Section 10.2(d)(Assignments and Participations)* of the Credit Agreement.
3. The Assignee (a) agrees that it will, independently and without reliance upon the Administrative Agent, the Assignor or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit

- decisions in taking or not taking action under the Credit Agreement, (b) appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers under the Credit Agreement and the other Loan Documents as are delegated to the Administrative Agent by the terms thereof, together with such powers as are reasonably incidental thereto, (c) agrees that it will perform in accordance with their terms all of the obligations that, by the terms of the Credit Agreement, are required to be performed by it as a Lender, (d) represents and warrants that it (i) is an Eligible Assignee and (ii) has full power and authority, and has taken all actions necessary, to execute and deliver this Assignment and Acceptance and to consummate the transactions contemplated hereby, (e) confirms it has received such documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Acceptance, (f) specifies as its Domestic Lending Office (and address for notices) and Eurodollar Lending Office the offices set forth beneath its name on the signature pages hereof and (g) attaches two properly completed Forms W-8BEN, W-8ECI or successor or form prescribed by the Internal Revenue Service of the United States, certifying that such Assignee is entitled to receive all payments under the Credit Agreement and the Revolving Credit Notes payable to it without deduction or withholding of any United States federal income taxes.
4. Following the execution of this Assignment and Acceptance by the Assignor and the Assignee, it will be delivered to the Administrative Agent (together with an assignment fee in the amount of \$3,500 payable by the Assignee to the Administrative Agent if required pursuant to *Section 10.2(b)(Assignments and Participations)*) for acceptance and recording by the Administrative Agent. The effective date of this Assignment and Acceptance shall be the effective date specified in *Section 2 of Schedule I* hereto (the “*Effective Date*”).
 5. Upon such acceptance and recording by the Administrative Agent, then, as of the Effective Date, (a) the Assignee shall be a party to the Credit Agreement and, to the extent provided in this Assignment and Acceptance, have the rights and obligations under the Credit Agreement of a Lender and, if such Lender were an Issuer, of such Issuer and (b) the Assignor shall, to the extent provided in this Assignment and Acceptance, relinquish its rights (except those surviving the payment in full of the Obligations) and be released from its obligations under the Loan Documents other than those relating to events or circumstances occurring prior to the Effective Date.
 6. Upon such acceptance and recording by the Administrative Agent, from and after the Effective Date, the Administrative Agent shall make all payments under the Loan Documents in respect of the interest assigned hereby (a) to the Assignee, in the case of amounts accrued with respect to any period on or after the Effective Date, and (b) to the Assignor, in the case of amounts accrued with respect to any period prior to the Effective Date.
 7. This Assignment and Acceptance shall be governed by, and be construed and interpreted in accordance with, the law of the State of New York.
 8. This Assignment and Acceptance may be executed in any number of counterparts and by different parties on separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Assignment and Acceptance by telecopier shall be effective as delivery of a manually executed

counterpart of this Assignment and Acceptance. Delivery of an executed counterpart hereof by telecopy shall be effective as delivery of a manually executed counterpart.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Acceptance to be executed by their respective officers thereunto duly authorized, as of the date first above written.

[NAME OF ASSIGNOR],
as Assignor

By: .
Name:
Title:

[NAME OF ASSIGNEE]
as Assignee

By: .
Name:
Title:

Domestic Lending Office (and
address for notices):

[Insert Address (including contact name, fax
number and e-mail address)]

Eurodollar Lending Office:

[Insert Address (including contact name, fax
number and e-mail address)]

ACCEPTED AND AGREED
this __ day of _____ 20 __:

WACHOVIA BANK, NATIONAL
ASSOCIATION,
as Administrative Agent

By: _____
Name:
Title:

[BOARDWALK PIPELINES, LP

By: BOARDWALK OPERATING GP, LLC,
its general partner

By: BOARDWALK PIPELINE PARTNERS, LP,
its managing member

By: BOARDWALK GP, LP,
its general partner

By: BOARDWALK GP, LLC,
its general partner]³

By: _____
Name:
Title:

³ If required pursuant to Section 10.2 of the Credit Agreement.

**SCHEDULE I
TO
ASSIGNMENT AND ACCEPTANCE**

SECTION 1.

Ratable Portion of Facility assigned to Assignee: _____ %

Revolving Credit Commitment assigned to Assignee: \$ _____

Aggregate Outstanding Principal Amount of
Revolving Loans Assigned to Assignee: \$ _____

Aggregate Outstanding Principal Amount of
Revolving Loans made to Parent Borrower
Assigned to Assignee: \$ _____

Aggregate Outstanding Principal Amount of
Revolving Loans made to Texas Gas
Transmissions, LLC Assigned to Assignee: \$ _____

Aggregate Outstanding Principal Amount of
Revolving Loans made to Gulf South Pipeline
Company, LP Assigned to Assignee: \$ _____

SECTION 2.

Effective Date: _____, 20__

EXHIBIT E
TO
AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT

FORM OF REVOLVING CREDIT NOTE

Lender: [NAME OF LENDER]
Principal Amount: [\$ _____]

New York, New York
June __, 2006

FOR VALUE RECEIVED, each of the undersigned, Boardwalk Pipelines, LP, Texas Gas Transmissions, LLC and Gulf South Pipeline Company, LP (collectively, the “*Borrowers*”), hereby promises to pay to the order of the Lender set forth above (the “*Lender*”) the aggregate unpaid principal amount of all Revolving Loans (as defined in the Credit Agreement referred to below) of the Lender to such Borrower, payable at such times, and in such amounts, as are specified in the Credit Agreement.

Each Borrower promises to pay interest on the unpaid principal amount of the Revolving Loans to such Borrower from the date made until such principal amount is paid in full, at such interest rates, and payable at such times, as are specified in the Credit Agreement.

Both principal and interest are payable in Dollars to Wachovia Bank, National Association, as Administrative Agent, in immediately available funds, at the address for notices specified in the Credit Agreement.

This Revolving Credit Note is one of the Revolving Credit Notes referred to in, and is entitled to the benefits of, the Amended and Restated Revolving Credit Agreement, dated as of June 29, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among Boardwalk Pipelines, LP, Texas Gas Transmissions, LLC and Gulf South Pipeline Company, LP, as Borrowers, Boardwalk Pipeline Partners, LP, the Lenders and Issuers party thereto, Wachovia Bank, National Association, as administrative agent for the Lenders and Issuers (in such capacity, the “*Administrative Agent*”), Citibank, N.A., as syndication agent, and the other agents party thereto. Capitalized terms used herein and not defined herein are used herein as defined in the Credit Agreement.

The Credit Agreement, among other things, (a) provides for the making of Revolving Loans by the Lender to the Borrowers in an aggregate amount not to exceed at any time outstanding the Principal Amount set forth above, the indebtedness of the Borrowers resulting from such Revolving Loans being evidenced by this Revolving Credit Note, and (b) contains provisions for acceleration of the maturity of the unpaid principal amount of this Revolving Credit Note upon the happening of certain stated events and also for prepayments on account of the principal hereof prior to the maturity hereof upon the terms and conditions therein specified.

This Revolving Credit Note is entitled to the benefits of the Guaranty.

Demand, diligence, presentment, protest and notice of non-payment are hereby waived by each Borrower.

This Revolving Credit Note shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Unless otherwise specified in any Loan Document, the Obligations (including, without limitation, the obligations of each Borrower under this Revolving Credit Note) shall be several but not joint obligations of each Borrower.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Borrower has caused this Revolving Credit Note to be executed and delivered by its duly authorized officer as of the day and year and at the place set forth above.

BOARDWALK PIPELINES, LP

By: BOARDWALK OPERATING GP, LLC,
its general partner

By: BOARDWALK PIPELINE PARTNERS, LP,
its managing member

By: BOARDWALK GP, LP,
its general partner

By: BOARDWALK GP, LLC,
its general partner

By: _____
Name:
Title:

TEXAS GAS TRANSMISSION, LLC

By: _____
Name:
Title:

GULF SOUTH PIPELINE COMPANY, LP

By: GS PIPELINE COMPANY, LLC,
its general partner

By: _____
Name:
Title:

EXHIBIT F
TO
AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT

FORM OF NOTICE OF CONVERSION OR CONTINUATION

WACHOVIA BANK, NATIONAL ASSOCIATION
as Administrative Agent under the
Credit Agreement referred to below
c/o Wachovia Securities
201 South College Street
Charlotte, North Carolina 28288-0680

Attention: Agency Services

Re: [BOARDWALK PIPELINES, LP] [TEXAS GAS TRANSMISSION, LLC] [GULF SOUTH PIPELINE COMPANY, LP] (the "Borrower")

_____, 20__

Reference is made to the Amended and Restated Revolving Credit Agreement, dated as of June 29, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among Boardwalk Pipelines, LP, Texas Gas Transmission, LLC and Gulf South Pipeline Company, LP, as Borrowers, Boardwalk Pipeline Partners, LP, the Lenders and Issuers party thereto, Wachovia Bank, National Association, as administrative agent for the Lenders and Issuers, Citibank, N.A., as syndication agent, and the other agents party thereto. Capitalized terms used herein and not otherwise defined herein are used herein as defined in the Credit Agreement.

The Parent Borrower hereby gives you notice, irrevocably, pursuant to *Section 2.10(a) (Conversion/Continuation Option)* of the Credit Agreement that the undersigned, on behalf of the Borrower, hereby requests a [conversion] [continuation] on _____, __, 20__ of \$ _____ in principal amount of presently outstanding Revolving Loans of the Borrower that are [Base Rate Loans] [Eurodollar Rate Loans] having an Interest Period ending on _____, __, 20__ [to] [as] [Base Rate][Eurodollar Rate] Loans. [The Interest Period for such amount requested to be converted to or continued as Eurodollar Rate Loans is [[one] [two] [three] [six] month[s]].

In connection herewith, the undersigned hereby certifies that no Default or Event of Default has occurred and is continuing on the date hereof.

BOARDWALK PIPELINES, LP

By: BOARDWALK OPERATING GP, LLC,
its general partner

By: BOARDWALK PIPELINE PARTNERS, LP,
its managing member

By: BOARDWALK GP, LP,
its general partner

By: BOARDWALK GP, LLC,
its general partner

By: _____
Name:
Title:

SIGNATURE PAGE TO NOTICE OF CONVERSION OR CONTINUATION

EXHIBIT G
GUARANTY

AMENDED AND RESTATED GUARANTY, dated as of June 29, 2006 (this "*Guaranty*"), by Boardwalk Pipeline Partners, LP (the "*Guarantor*") in favor of the Administrative Agent, each Lender, each Issuer and each of their Affiliates, to the extent such Affiliate is a holder of an Obligation (as each such term is defined in the Credit Agreement referred to below) (each, a "*Guarantied Party*" and, collectively, the "*Guarantied Parties*").

W i t n e s s e t h:

WHEREAS, pursuant to the Amended and Restated Revolving Credit Agreement, dated as of June 29, 2006 (together with all appendices, exhibits and schedules thereto and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"; capitalized terms defined therein and used herein having the meanings given to them in the Credit Agreement), among Boardwalk Pipelines, LP, Texas Gas Transmission, LLC and Gulf South Pipeline Company, LP, as Borrowers (collectively, the "*Borrowers*"), Boardwalk Pipelines Partners, LP, the Lenders and Issuers party thereto, Wachovia Bank, National Association, as administrative agent for the Lenders and Issuers (in such capacity, the "*Administrative Agent*"), and Citibank, N.A., as syndication agent, and the other agents party thereto, the Lenders and Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, as of the date hereof, the Guarantor is the sole limited partner of the Parent Borrower and the indirect parent of the Subsidiary Borrowers;

WHEREAS, the Guarantor will receive substantial direct and indirect benefits from the making of the Loans, the issuance of the Letters of Credit and the granting of the other financial accommodations to the Borrowers under the Credit Agreement; and

WHEREAS, a condition precedent to the obligation of the Lenders and the Issuers to make their respective extensions of credit to the Borrowers under the Credit Agreement is that the Guarantor shall have executed and delivered this Guaranty for the benefit of the Guarantied Parties;

NOW, THEREFORE, in consideration of the premises set forth above, the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1 Guaranty

(a) To induce the Lenders to make the Loans and the Issuers to issue Letters of Credit, the Guarantor hereby absolutely, unconditionally and irrevocably guarantees, as primary obligor and not merely as surety, the full and punctual payment when due and in the currency due, whether at stated maturity or earlier, by reason of acceleration, mandatory prepayment or otherwise in accordance herewith or any other Loan Document, of all the Obligations of each Borrower, whether or not from time to time reduced or extinguished or hereafter increased or incurred, whether or not recovery may be or hereafter may become barred by any statute of limitations, whether or not enforceable as against the Borrowers, whether now or hereafter existing, and whether due or to become due, including principal, interest (including

interest at the contract rate applicable upon default accrued or accruing after the commencement of any proceeding under the Bankruptcy Code, or any applicable provisions of comparable state, whether or not such interest is an allowed claim in such proceeding), fees and costs of collection. This Guaranty constitutes a guaranty of payment and not of collection.

(b) The Guarantor further agrees that, if any payment made by the Borrowers or any other Person and applied to the Obligations is at any time annulled, avoided, set aside, rescinded, invalidated, declared to be fraudulent or preferential or otherwise required to be refunded or repaid, then, to the extent of such payment or repayment, the Guarantor's liability hereunder shall be and remain in full force and effect, as fully as if such payment had never been made. If, prior to any of the foregoing, this Guaranty shall have been cancelled or surrendered, this Guaranty shall be reinstated in full force and effect, and such prior cancellation or surrender shall not diminish, release, discharge, impair or otherwise affect the obligations of the Guarantor in respect of the amount of such payment.

Section 2 Authorization; Other Agreements

The Guarantied Parties are hereby authorized, without notice to, or demand upon, the Guarantor, which notice and demand requirements each are expressly waived hereby, and without discharging or otherwise affecting the obligations of the Guarantor hereunder (which obligations shall remain absolute and unconditional notwithstanding any such action or omission to act), from time to time, to do each of the following:

(a) supplement, renew, extend, accelerate or otherwise change the time for payment of, or other terms relating to, the Obligations, or any part of them, or otherwise modify, amend or change the terms of any promissory note or other agreement, document or instrument (including the other Loan Documents) now or hereafter executed by the Borrowers and delivered to the Guarantied Parties or any of them, including any increase or decrease of principal or the rate of interest thereon;

(b) waive or otherwise consent to noncompliance with any provision of any instrument evidencing the Obligations, or any part thereof, or any other instrument or agreement in respect of the Obligations (including the other Loan Documents) now or hereafter executed by the Borrowers and delivered to the Guarantied Parties or any of them;

(c) accept partial payments on the Obligations;

(d) receive, take and hold security or collateral for the payment of the Obligations or any part of them and exchange, enforce, waive, substitute, liquidate, terminate, abandon, fail to perfect, subordinate, transfer, otherwise alter and release any such security or collateral;

(e) settle, release, compromise, collect or otherwise liquidate the Obligations or accept, substitute, release, exchange or otherwise alter, affect or impair any security or collateral for the Obligations or any part of them or any other guaranty therefor, in any manner;

(f) add, release or substitute any one or more other guarantors, makers or endorsers of the Obligations or any part of them and otherwise deal with the Borrowers or any other guarantor, maker or endorser;

(g) apply to the Obligations any payment or recovery (x) from the Borrowers, from any other guarantor, maker or endorser of the Obligations or any part of them or (y) from the Guarantor in such order as provided herein, in each case whether such Obligations are secured or unsecured or guaranteed or not guaranteed by others;

(h) apply to the Obligations any payment or recovery from the Guarantor of the Obligations or any sum realized from security furnished by the Guarantor upon its indebtedness or obligations to the Guaranteed Parties or any of them, in each case whether or not such indebtedness or obligations relate to the Obligations; and

(i) refund (to the extent legally obligated to do so) at any time any payment received by any Guaranteed Party in respect of any Obligation, and payment to such Guaranteed Party of the amount so refunded shall be fully guaranteed hereby even though prior thereto this Guaranty shall have been cancelled or surrendered, and such prior cancellation or surrender shall not diminish, release, discharge, impair or otherwise affect the obligations of the Guarantor hereunder in respect of the amount so refunded;

even if any right of reimbursement or subrogation or other right or remedy of the Guarantor is extinguished, affected or impaired by any of the foregoing (including any election of remedies by reason of any judicial, non-judicial or other proceeding in respect of the Obligations that impairs any subrogation, reimbursement or other right of the Guarantor).

Section 3 Guaranty Absolute and Unconditional

The Guarantor hereby waives any defense of a surety or guarantor or any other obligor on any obligations arising in connection with or in respect of any of the following and hereby agrees that its obligations under this Guaranty are absolute and unconditional and shall not be discharged or otherwise affected as a result of any of the following:

(a) the invalidity or unenforceability of any of the Borrowers' obligations under the Credit Agreement or any other Loan Document or any other agreement or instrument relating thereto, or any other guaranty of the Obligations or any part of them;

(b) the absence of any attempt to collect the Obligations or any part of them from the Borrowers or other action to enforce the same;

(c) any Guaranteed Party's election, in any proceeding instituted under chapter 11 of the Bankruptcy Code, of the application of Section 1111(b)(2) of the Bankruptcy Code or any applicable provisions of comparable state or foreign law;

(d) any borrowing or grant of a Lien by the Borrowers, as debtor-in-possession, or extension of credit, under Section 364 of the Bankruptcy Code or any applicable provisions of comparable state or foreign law;

(e) the disallowance, under Section 502 of the Bankruptcy Code, of all or any portion of any Guaranteed Party's claim (or claims) for repayment of the Obligations;

(f) any use of cash collateral under Section 363 of the Bankruptcy Code;

(g) any agreement or stipulation as to the provision of adequate protection in any bankruptcy proceeding;

(h) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, liquidation or dissolution proceeding commenced by or against the Borrowers, the Guarantor or any of their respective Subsidiaries, including any discharge of, or bar or stay against collecting, any Obligation (or any part of them or interest thereon) in or as a result of any such proceeding;

(i) failure by any Guarantied Party to file or enforce a claim against the Borrowers or their estate in any bankruptcy or insolvency case or proceeding;

(j) any action taken by any Guarantied Party if such action is authorized hereby;

(k) any change in the corporate existence or structure of the Borrowers or any other Loan Party;

(l) any defense, set-off or counterclaim (other than a defense of payment or performance) which may at any time be available to or be asserted by the Guarantor or any other Person against any Guarantied Party;

(m) any Requirement of Law affecting any term of the Guarantor's obligations under this Guaranty; or

(n) any other circumstance that might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor or any other obligor on any obligations, other than the payment in full of the Obligations.

Section 4 Waivers

The Guarantor hereby waives diligence, promptness, presentment, demand for payment or performance and protest and notice of protest, notice of acceptance and any other notice in respect of the Obligations or any part of them, and any defense arising by reason of any disability or other defense of the Borrowers. The Guarantor shall not, until the Obligations are irrevocably paid in full and the Revolving Credit Commitments have been terminated, assert any claim or counterclaim it may have against the Borrowers or set off any of its obligations to the Borrowers against any obligations of the Borrowers to it. In connection with the foregoing, the Guarantor covenants that its obligations hereunder shall not be discharged, except by complete performance.

Section 5 Reliance

The Guarantor hereby assumes responsibility for keeping itself informed of the financial condition of the Borrowers and any endorser and other guarantor of all or any part of the Obligations, and of all other circumstances bearing upon the risk of nonpayment of the Obligations, or any part thereof, that diligent inquiry would reveal, and the Guarantor hereby agrees that no Guarantied Party shall have any duty to advise the Guarantor of information known to it regarding such condition or any such circumstances. In the event any Guarantied Party, in its sole discretion, undertakes at any time or from time to time to provide any such information to the

Guarantor, such Guarantied Party shall be under no obligation (a) to undertake any investigation not a part of its regular business routine, (b) to disclose any information that such Guarantied Party, pursuant to accepted or reasonable commercial finance or banking practices, wishes to maintain confidential or (c) to make any other or future disclosures of such information or any other information to the Guarantor.

Section 6 Waiver of Subrogation and Contribution Rights

Until the Obligations have been irrevocably paid in full and the Revolving Credit Commitments have been terminated, the Guarantor shall not enforce or otherwise exercise any right of subrogation to any of the rights of the Guarantied Parties or any part of them against the Borrowers or any right of reimbursement or contribution or similar right against the Borrowers by reason of this Agreement or by any payment made by the Guarantor in respect of the Obligations.

Section 7 Default; Remedies

The obligations of the Guarantor hereunder are independent of and separate from the Obligations. If any Obligation is not paid when due, or upon any Event of Default hereunder or upon any default by the Borrowers as provided in any other instrument or document evidencing all or any part of the Obligations, the Administrative Agent may, at its sole election, proceed directly and at once, without notice, against the Guarantor to collect and recover the full amount or any portion of the Obligations then due, without first proceeding against the Borrowers or any other guarantor of the Obligations, or joining the Borrowers or any other guarantor in any proceeding against the Guarantor. At any time after maturity of the Obligations, the Administrative Agent may (unless the Obligations have been irrevocably paid in full), without notice to the Guarantor, appropriate and apply toward the payment of the Obligations (a) any indebtedness due or to become due from any Guarantied Party to the Guarantor and (b) any moneys, credits or other property belonging to the Guarantor at any time held by or coming into the possession of any Guarantied Party or any of its respective Affiliates.

Section 8 Irrevocability

This Guaranty shall be irrevocable as to the Obligations (or any part thereof) until the Revolving Credit Commitments have been terminated and all monetary Obligations then outstanding have been irrevocably repaid in cash, at which time this Guaranty shall automatically be cancelled. Upon such cancellation and at the written request of the Guarantor or its successors or assigns, and at the cost and expense of the Guarantor or its successors or assigns, the Administrative Agent shall execute in a timely manner a satisfaction of this Guaranty and such instruments, documents or agreements as are necessary or desirable to evidence the termination of this Guaranty.

Section 9 Setoff

Upon the occurrence and during the continuance of an Event of Default, each Guarantied Party and each Affiliate of a Guarantied Party may, without notice to the Guarantor and regardless of the acceptance of any security or collateral for the payment hereof, appropriate and apply toward the payment of all or any part of the Obligations (a) any Indebtedness due or to become due from such Guarantied Party or Affiliate to the Guarantor and (b) any moneys, credits or other property belonging to the Guarantor, at any time held by, or coming into, the possession of such Guarantied Party or Affiliate.

Section 10 No Marshalling

The Guarantor consents and agrees that no Guarantied Party or Person acting for or on behalf of any Guarantied Party shall be under any obligation to marshal any assets in favor of the Guarantor or against or in payment of any or all of the Obligations.

Section 11 Enforcement; Waivers; Amendments

(a) No delay on the part of any Guarantied Party in the exercise of any right or remedy arising under this Guaranty, the Credit Agreement, any other Loan Document or otherwise with respect to all or any part of the Obligations or any other guaranty of or security for all or any part of the Obligations shall operate as a waiver thereof, and no single or partial exercise by any such Person of any such right or remedy shall preclude any further exercise thereof. Failure by any Guarantied Party at any time or times hereafter to require strict performance by the Borrowers, the Guarantor, any other guarantor of all or any part of the Obligations or any other Person of any provision, warranty, term or condition contained in any Loan Document now or at any time hereafter executed by any such Persons and delivered to any Guarantied Party shall not waive, affect or diminish any right of any Guarantied Party at any time or times hereafter to demand strict performance thereof and such right shall not be deemed to have been waived by any act (except by a written instrument pursuant to Section 11(b)) or knowledge of any Guarantied Party, or its respective agents, officers or employees. No waiver of any Event of Default by any Guarantied Party shall operate as a waiver of any other Event of Default or the same Event of Default on a future occasion, and no action by any Guarantied Party permitted hereunder shall in any way affect or impair any Guarantied Party's rights and remedies or the obligations of the Guarantor under this Guaranty. Any determination by a court of competent jurisdiction of the amount of any principal or interest owing by the Borrowers to a Guarantied Party shall be conclusive and binding on the Guarantor irrespective of whether the Guarantor was a party to the suit or action in which such determination was made.

(b) None of the terms or provisions of this Guaranty may be waived, amended, supplemented or modified except in accordance with *Section 10.1* of the Credit Agreement.

Section 12 Successors and Assigns

This Guaranty shall be binding upon the Guarantor and upon the successors and assigns of the Guarantor and shall inure to the benefit of the Guarantied Parties and their respective successors and assigns; all references herein to the Borrowers and to the Guarantor shall be deemed to include their respective successors and assigns. The successors and assigns of the Guarantor and the Borrowers shall include, without limitation, their respective receivers, trustees and debtors-in-possession. All references to the singular shall be deemed to include the plural where the context so requires.

Section 13 Governing Law

This Guaranty and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 14 Submission to Jurisdiction; Service of Process

(a) Any legal action or proceeding with respect to this Guaranty, and any other Loan Document, may be brought in the courts of the State of New York or of the United States of America for the Southern District of New York, and, by execution and delivery of this Agreement, the Guarantor hereby accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. The parties hereto hereby irrevocably waive any objection, including any objection to the laying of venue or based on the grounds of *forum non conveniens*, that any of them may now or hereafter have to the bringing of any such action or proceeding in such respective jurisdictions.

(b) The Guarantor hereby irrevocably consents to the service of any and all legal process, summons, notices and documents in any suit, action or proceeding brought in the United States of America arising out of or in connection with this Guaranty or any other Loan Document by the mailing (by registered or certified mail, postage prepaid) or delivering a copy of such process to the Guarantor care of the Parent Borrower at the Parent Borrower's address specified in Section 10.8 (*Notices, Etc.*) of the Credit Agreement. The Guarantor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(c) Nothing contained in this *Section 14 (Submission to Jurisdiction; Service of Process)* shall affect the right of the Administrative Agent or any other Guarantied Party to serve process in any other manner permitted by law or commence legal proceedings or otherwise proceed against the Guarantor in any other jurisdiction.

Section 15 Certain Terms

The following rules of interpretation shall apply to this Guaranty: (a) the terms "*herein*," "*hereof*," "*hereto*" and "*hereunder*" and similar terms refer to this Guaranty as a whole and not to any particular Article, Section, subsection or clause in this Guaranty, (b) unless otherwise indicated, references herein to an Exhibit, Article, Section, subsection or clause refer to the appropriate Exhibit to, or Article, Section, subsection or clause in this Guaranty and (c) the term "*including*" means "*including without limitation*" except when used in the computation of time periods.

Section 16 Waiver of Jury Trial

EACH OF THE ADMINISTRATIVE AGENT, THE OTHER GUARANTIED PARTIES AND THE GUARANTOR IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING WITH RESPECT TO THIS GUARANTY AND ANY OTHER LOAN DOCUMENT.

Section 17 Notices

Any notice or other communication herein required or permitted shall be given as provided in *Section 10.8 (Notices, Etc.)* of the Credit Agreement and, in the case of the Guarantor, in care of the Parent Borrower.

Section 18 Severability

Wherever possible, each provision of this Guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Guaranty.

Section 19 Costs and Expenses

In accordance with the provisions of *Section 10.3 (Costs and Expenses)* of the Credit Agreement, the Guarantor agrees to pay or reimburse the Administrative Agent and each of the other Guaranteed Parties upon demand for all out-of-pocket costs and expenses, including reasonable attorneys' fees (including allocated costs of internal counsel and costs of settlement), incurred by the Administrative Agent and such other Guaranteed Parties in enforcing this Guaranty against the Guarantor or any security therefor or exercising or enforcing any other right or remedy available in connection herewith or therewith.

Section 20 Waiver of Consequential Damages

THE GUARANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGE IN ANY LEGAL ACTION OR PROCEEDING IN RESPECT OF THIS GUARANTY OR ANY OTHER LOAN DOCUMENT.

Section 21 Entire Agreement

This Guaranty, taken together with all of the other Loan Documents executed and delivered by the Guarantor, represents the entire agreement and understanding of the parties hereto and supersedes all prior understandings, written and oral, relating to the subject matter hereof.

Section 22 Counterparts

This Guaranty may be executed by one or more of the parties to this Guaranty on any number of separate counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple counterparts and attached to a single counterpart so that all signature pages are attached to the same document. Delivery of an executed counterpart by telecopy shall be effective as delivery of a manually executed counterpart.

Section 23 Amendment and Restatement

This Guaranty amends and restates in its entirety the Guaranty, dated as of November 15, 2005 (the "*Existing Guaranty*"), by the Guarantor in favor of the Existing Administrative Agent. This Guaranty is not intended to constitute a novation of the obligations and liabilities existing under the Existing Guaranty or evidence of payment of all or any portion of such obligations and liabilities.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Guaranty has been duly executed by the Guarantor as of the day and year first set forth above.

BOARDWALK PIPELINE PARTNERS, LP

By: BOARDWALK GP, LP,
its general partner

By: BOARDWALK GP, LLC,
its general partner

By: _____
Name:
Title:

ACKNOWLEDGED AND AGREED
as of the date first above written:

WACHOVIA BANK, NATIONAL ASSOCIATION
as Administrative Agent

By: _____
Name:
Title:

**EXHIBIT H
TO
AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT**

FORM OF LETTER OF CREDIT REQUEST

[NAME OF ISSUER], as an Issuer
under the Credit Agreement referred
to below

WACHOVIA BANK, NATIONAL ASSOCIATION
as Administrative Agent under the
Credit Agreement referred to below
c/o Wachovia Securities
201 South College Street
Charlotte, North Carolina 28288-0680

_____, 20__

Attention: Agency Services

Re: [BOARDWALK PIPELINES, LP] [TEXAS GAS TRANSMISSION, LLC] [GULF SOUTH PIPELINE COMPANY, LP] (the "Borrower")

Reference is made to the Amended and Restated Revolving Credit Agreement, dated as of June 29, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among Boardwalk Pipelines, LP, Texas Gas Transmission, LLC and Gulf South Pipeline Company, LP, as Borrowers, Boardwalk Pipelines Partners, LP, the Lenders and Issuers party thereto, Wachovia Bank, National Association, as administrative agent for the Lenders and Issuers (in such capacity, the "*Administrative Agent*"), Citibank, N.A., as syndication agent, and the other agents party thereto. Capitalized terms used herein and not otherwise defined herein are used herein as defined in the Credit Agreement.

The Borrower hereby gives you notice, irrevocably, pursuant to *Section 2.3(c) (Letters of Credit)* of the Credit Agreement that the undersigned requests the issuance of a Letter of Credit by [Name of Issuer] in the form of a Standby Letter of Credit for the benefit of [Name of Beneficiary], in the amount of [\$ _____], to be issued on _____, 20__ (the "*Issue Date*") and having an expiration date of _____, 20__.

The form of the requested Letter of Credit is attached hereto as *Annex I*.

The undersigned hereby certifies that the following statements shall be true on the Issue Date both before and after giving effect thereto:

- (a) the representations and warranties set forth in *Section 3 (Representations and Warranties)* of the Credit Agreement and the other Loan Documents are true and correct in all material respects, except (A) to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects as of such earlier date and (B) the

representations and warranties set forth in *Sections 3.2 and 3.6* of the Credit Agreement shall be made on and as of the Closing Date only;

(b) no Default or Event of Default has occurred and is continuing; and

(c) the Borrower's Revolving Credit Outstandings does not exceed such Borrower's Revolving Credit Sublimit and the aggregate Revolving Credit Outstandings does not exceed the then effective Revolving Credit Commitment.

[Signature Page Follows]

[BOARDWALK PIPELINES, LP

By: BOARDWALK OPERATING GP, LLC,
its general partner

By: BOARDWALK PIPELINE PARTNERS, LP,
its managing member

By: BOARDWALK GP, LP,
its general partner

By: BOARDWALK GP, LLC,
its general partner

By: _____
Name:
Title:]

[TEXAS GAS TRANSMISSION, LLC

By: _____
Name:
Title:]

[GULF SOUTH PIPELINE COMPANY, LP

By: GS PIPELINE COMPANY, LLC,
its general partner

By: _____
Name:
Title:]

Annex I

Form of Letter of Credit

EXHIBIT I
TO
AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT
FORM OF SWINGLINE LOAN REQUEST

_____, 20__

WACHOVIA BANK, NATIONAL ASSOCIATION
as Administrative Agent under the
Credit Agreement referred to below
c/o Wachovia Securities
201 South College Street
Charlotte, North Carolina 28288-0680
Attention: Agency Services

Re: [BOARDWALK PIPELINES, LP] [TEXAS GAS TRANSMISSION, LLC] [GULF SOUTH PIPELINE COMPANY, LP] (the “Borrower”)

Reference is made to the Amended and Restated Revolving Credit Agreement, dated as of June 29, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among Boardwalk Pipelines, LP, Texas Gas Transmission, LLC and Gulf South Pipeline Company, LP, as Borrowers, Boardwalk Pipelines Partners, LP, the Lenders and Issuers party thereto, Wachovia Bank, National Association, as administrative agent for the Lenders and Issuers, Citibank, N.A., as syndication agent, and the other agents party thereto. Capitalized terms used herein and not otherwise defined herein are used herein as defined in the Credit Agreement.

The Borrower hereby gives you notice, irrevocably, pursuant to *Section 2.4(b) (Swingline Loans)* of the Credit Agreement that the undersigned hereby requests that the Swingline Lender make Swingline Loans available to the Borrower under the Credit Agreement and, in that connection therewith, sets forth below the information relating to such Swingline Loans (the “*Proposed Advance*”) as required by *Section 2.4(c) (Swingline Loans)* of the Credit Agreement:

- A. The date of the Proposed Advance is _____, ____ (the “*Funding Date*”).
- B. The aggregate amount of the Proposed Advance is \$_____, of which amount [\$____ consists of Base Rate Loans][and \$____ consists of LMIR Loans].

The undersigned hereby certifies that the following statements are true on the date hereof and shall be true on the Funding Date both before and after giving effect to the Proposed Advance and to the application of the proceeds therefrom:

(i) the representations and warranties set forth in *Section 3(Representations and Warranties)* of the Credit Agreement and the other Loan Documents are true and correct in all material respects on and as of the Funding Date with the same effect as though made on and as of such date, except (A) to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall have been true and correct as of such date, and (B) the representations and warranties set forth in *Sections 3.2 and 3.6* of the Credit Agreement shall be made on and as of the Closing Date only;

(ii) no Default or Event of Default has occurred and is continuing on the Funding Date; and

(iii) the Borrower's Revolving Credit Outstandings does not exceed such Borrower's Revolving Credit Sublimit and the aggregate Revolving Credit Outstandings does not exceed the then effective Revolving Credit Commitment.

[SIGNATURE PAGES FOLLOW]

[BOARDWALK PIPELINES, LP

By: BOARDWALK OPERATING GP, LLC,
its general partner

By: BOARDWALK PIPELINE PARTNERS, LP,
its managing member

By: BOARDWALK GP, LP,
its general partner

By: BOARDWALK GP, LLC,
its general partner

By: _____
Name:
Title:]

[TEXAS GAS TRANSMISSION, LLC

By: _____
Name:
Title:]

[GULF SOUTH PIPELINE COMPANY, LP

By: GS PIPELINE COMPANY, LLC,
its general partner

By: _____
Name:
Title:]