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

FORM 10-K

☑
ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2024
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: 001-34991

TARGA RESOURCES CORP.
(Exact name of registrant as specified in its charter)

Delaware	**20-3701075**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
811 Louisiana Street , Suite 2100 , Houston , Texas	**77002**
(Address of principal executive offices)	**(Zip Code)**

(713) 584-1000
(Registrant's telephone number, including area code)

Securities registered pursuant to section 12(b) of the Act:

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Common Stock	TRGP	New York Stock Exchange

Securities registered pursuant to section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☑ No ☐
Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☑
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 every Interactive Data File required to be submitted 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 such files). Yes ☑ No ☐

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

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

☐

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☑

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

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

The aggregate market value of the common stock held by non-affiliates of the registrant was $

27,824.1

million on June 30, 2024, based on $128.78 per share, the closing price of the common stock as reported on the New York Stock Exchange (NYSE) on such date.

As of February 14, 2025, there were

218,106,765

shares of the registrant's common stock, $0.001 par value, outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's definitive proxy statement for the 2025 Annual Meeting of Stockholders, to be filed no later than 120 days after the end of the fiscal year to which this Annual Report on Form 10-K relates, are incorporated by reference into Part III of this Annual Report on Form 10-K.

Total number of pages (excluding Exhibits): 137

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CAUTIONARY STATEMENT ABOUT FORWARD-LOOKING STATEMENTS

Targa Resources Corp.'s (together with its subsidiaries, including Targa Resources Partners LP (the "Partnership"), "we," "us," "our," "Targa," "TRGP," or the "Company") reports, filings and other public announcements may from time to time contain statements that do not directly or exclusively relate to historical facts. Such statements are "forward-looking statements." You can typically identify forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, by the use of forward-looking statements, such as "may," "could," "project," "believe," "anticipate," "expect," "estimate," "potential," "plan," "forecast" and other similar words.

All statements that are not statements of historical facts, including statements regarding our future financial position, business strategy, budgets, projected costs and plans and objectives of management for future operations, are forward-looking statements.

These forward-looking statements reflect our intentions, plans, expectations, assumptions and beliefs about future events and are subject to risks, uncertainties and other factors, many of which are outside our control. Important factors that could cause actual results to differ materially from the expectations expressed or implied in the forward-looking statements include known and unknown risks. Known risks and uncertainties include, but are not limited to, the following risks and uncertainties:

- the level and success of crude oil and natural gas drilling around our assets, our success in connecting natural gas supplies to our gathering and processing systems, oil supplies to our gathering systems and natural gas liquid supplies to our logistics and transportation facilities and our success in connecting our facilities to transportation services and markets;
- actions taken by other countries with significant hydrocarbon production;
- the timing and extent of changes in natural gas, natural gas liquids, crude oil and other commodity prices, interest rates and demand for our services;
- our ability to grow through internal growth capital projects or acquisitions and the successful integration and future performance of such assets;
- the timing and success of business development efforts;
- our ability to timely obtain and maintain necessary licenses, permits and other approvals;
- industry changes, including the impact of consolidation, changes in competition and the addition of alternative forms of energy for oil, gas and NGLs;
- downside commodity price volatility from a variety of potential factors that can result in lower activity in our areas of operation;
- our success in risk management activities, including the use of derivative instruments to hedge commodity price risks;
- general economic, market and business conditions;
- the potential impact of significant public health crises and their impact on demand for oil, gas and NGLs;
- weather and other natural phenomena, and related impacts;
- our ability to access the capital markets, which will depend on general market conditions, including the impact of interest rates, associated Federal Reserve policies, the economy, our credit ratings and leverage levels, and demand for our common equity, senior notes and commercial paper;
- the amount of collateral required to be posted from time to time in our transactions;
- the level of creditworthiness of counterparties to various transactions with us;
- the impact of disruptions in the bank and capital markets, and our ability to obtain capital or financing on favorable terms, or at all;
- changes in laws and regulations, particularly with regard to taxes, tariffs and international trade, safety and the protection of the environment; and
- the risks described elsewhere in "Item 1A. Risk Factors" in this Annual Report and our reports and registration statements filed from time to time with the United States Securities and Exchange Commission ("SEC").

Although we believe that the assumptions underlying our forward-looking statements are reasonable, any of the assumptions could be inaccurate, and, therefore, we cannot assure you that the forward-looking statements included in this Annual Report will prove to be

accurate. Some of these and other risks and uncertainties that could cause actual results to differ materially from such forward-looking statements are more fully described in “Item 1A. Risk Factors” in this Annual Report. Except as may be required by applicable law, we undertake no obligation to publicly update or advise of any change in any forward-looking statement, whether as a result of new information, future events or otherwise.

As generally used in the energy industry and in this Annual Report, the identified terms have the following meanings:

Bbl	Barrels (equal to 42 U.S. gallons)
BBtu	Billion British thermal units
Bcf	Billion cubic feet
Btu	British thermal units, a measure of heating value
/d	Per day
FERC	Federal Energy Regulatory Commission
GAAP	Accounting principles generally accepted in the United States of America
gal	U.S. gallons
LPG	Liquefied petroleum gas
MBbl	Thousand barrels
MMBbl	Million barrels
MMBtu	Million British thermal units
MMcf	Million cubic feet
MMgal	Million U.S. gallons
NGL(s)	Natural gas liquid(s)
NYMEX	New York Mercantile Exchange
NYSE	New York Stock Exchange
SCOOP	South Central Oklahoma Oil Province
SOFR	Secured Overnight Financing Rate
STACK	Sooner Trend, Anadarko, Canadian and Kingfisher
VLGC	Very large gas carrier

PART I

Item 1. Business

The following section of this Form 10-K generally refers to business developments during the year ended December 31, 2024. Discussion of prior period business developments that are not included in this Form 10-K can be found in "Part I, Item 1. Business" of our Annual Report on Form 10-K for the year ended December 31, 2023.

Overview

Targa Resources Corp. (NYSE: TRGP) is a publicly traded Delaware corporation formed in October 2005. Targa is a leading provider of midstream services and is one of the largest independent infrastructure companies in North America. We own, operate, acquire, and develop a diversified portfolio of complementary domestic infrastructure assets.

Our Operations

We are engaged primarily in the business of:

- gathering, compressing, treating, processing, transporting, and purchasing and selling natural gas;
- transporting, storing, fractionating, treating, and purchasing and selling NGLs and NGL products, including services to LPG exporters; and
- gathering, storing, terminaling, and purchasing and selling crude oil.

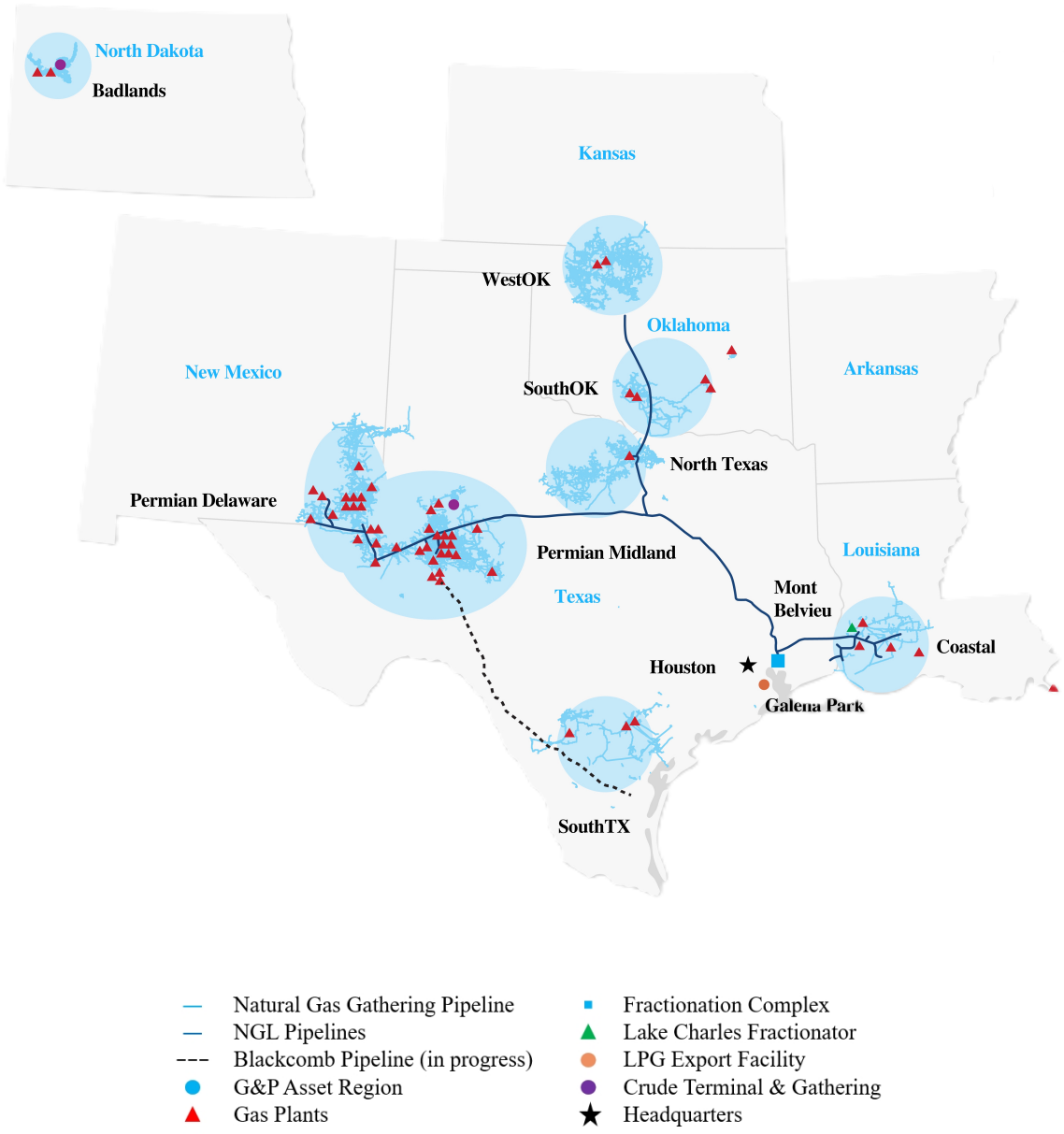
To provide these services, we operate in two primary segments: (i) Gathering and Processing, and (ii) Logistics and Transportation (also referred to as our Downstream Business).

Our Gathering and Processing segment includes assets used in the gathering and/or purchase and sale of natural gas produced from oil and gas wells, removing impurities and processing this raw natural gas into merchantable natural gas by extracting NGLs; and assets used for the gathering and terminaling and/or purchase and sale of crude oil. The Gathering and Processing segment's assets are located in the Permian Basin of West Texas and Southeast New Mexico (including the Midland, Central and Delaware Basins); the Eagle Ford Shale in South Texas; the Barnett Shale in North Texas; the Anadarko, Ardmore, and Arkoma Basins in Oklahoma (including the SCOOP and STACK) and South Central Kansas; the Williston Basin in North Dakota (including the Bakken and Three Forks plays); and the onshore and near offshore regions of the Louisiana Gulf Coast.

Our Logistics and Transportation segment includes the activities and assets necessary to convert mixed NGLs into NGL products and also includes other assets and value-added services such as transporting, storing, fractionating, terminaling, and marketing of NGLs and NGL products, including services to LPG exporters and certain natural gas supply and marketing activities in support of our other businesses. The Logistics and Transportation segment also includes the Grand Prix NGL Pipeline ("Grand Prix"), which connects our gathering and processing positions in the Permian Basin, Southern Oklahoma and North Texas with our Downstream facilities in Mont Belvieu, Texas. Our Downstream facilities are located predominantly in Mont Belvieu and Galena Park, Texas, and in Lake Charles, Louisiana.

Other contains the unrealized mark-to-market gains/losses related to derivative contracts that were not designated as cash flow hedges.

The map below highlights our more significant assets as of December 31, 2024:



Recent Developments

In response to increasing production and to meet the infrastructure needs of producers and our downstream customers, our major expansion projects include the following:

Permian Midland Processing Expansions

- In August 2023, we announced the construction of a new 275 MMcf/d cryogenic natural gas processing plant in Permian Midland (the "Greenwood II plant"). The Greenwood II plant commenced operations early in the fourth quarter of 2024.

- In May 2024, we announced the construction of a new 275 MMcf/d cryogenic natural gas processing plant in Permian Midland (the "Pembrook II plant"). The Pembrook II plant is expected to begin operations in the fourth quarter of 2025.

- In August 2024, we announced the construction of a new 275 MMcf/d cryogenic natural gas processing plant in Permian Midland (the "East Pembrook plant"). The East Pembrook plant is expected to begin operations in the second quarter of 2026.

- In November 2024, we announced the construction of a new 275 MMcf/d cryogenic natural gas processing plant in Permian Midland (the "East Driver plant"). The East Driver plant is expected to begin operations in the third quarter of 2026.

Permian Delaware Processing Expansions

- In February 2023, we announced the transfer of an existing cryogenic natural gas processing plant acquired in the purchase of Southcross Energy Operating LLC and its subsidiaries to the Permian Delaware. The plant was installed as a new 230 MMcf/d cryogenic natural gas processing plant (the "Roadrunner II plant"). The Roadrunner II plant commenced operations in the second quarter of 2024.

- In August 2023, we announced the construction of a new 275 MMcf/d cryogenic natural gas processing plant in Permian Delaware (the "Bull Moose plant"). The Bull Moose plant commenced operations in the first quarter of 2025.

- In August 2024, we announced the construction of a new 275 MMcf/d cryogenic natural gas processing plant in Permian Delaware (the "Bull Moose II plant"). The Bull Moose II plant is expected to begin operations in the first quarter of 2026.

- In November 2024, we announced the construction of a new 275 MMcf/d cryogenic natural gas processing plant in Permian Delaware (the "Falcon II plant"). The Falcon II plant is expected to begin operations in the second quarter of 2026.

Fractionation Expansions

- In August 2022, we announced plans to construct a new 120 MBbl/d fractionation train in Mont Belvieu, Texas ("Train 9"). Train 9 commenced operations in the second quarter of 2024.

- In January 2023, we reached an agreement with our partners in Gulf Coast Fractionators ("GCF") to reactivate GCF's 135 MBbl/d fractionation facility. We expect the reactivation of GCF to be complete and the facility to be operational in the first quarter of 2025.

- In May 2023, we announced plans to construct a new 120 MBbl/d fractionation train in Mont Belvieu, Texas ("Train 10"). Train 10 commenced operations in the fourth quarter of 2024.

- In May 2024, we announced plans to construct a new 150 MBbl/d fractionation train in Mont Belvieu, Texas ("Train 11"). Train 11 is expected to begin operations in the third quarter of 2026.

- In February 2025, we announced plans to construct a new 150 MBbl/d fractionation train in Mont Belvieu, Texas ("Train 12"). Train 12 is expected to begin operations in the first quarter of 2027.

NGL Pipeline Expansions

- In November 2022, we announced plans to construct a new NGL pipeline (the "Daytona NGL Pipeline") as an addition to our common carrier Grand Prix system. The pipeline transports NGLs from the Permian Basin and connects to the 30-inch diameter segment of Grand Prix in North Texas, where volumes are transported to our fractionation and storage complex in the NGL market hub at Mont Belvieu, Texas. The Daytona NGL Pipeline commenced operations in the third quarter of 2024 and is operating in conjunction with Grand Prix.

- In February 2025, we announced an intra-Delaware Basin expansion of our Grand Prix pipeline system in the Permian Delaware. The expansion is expected to begin operations in the third quarter of 2026.

LPG Export Expansion

- In February 2025, we announced an expansion of our LPG export capabilities at our Galena Park Marine Terminal. With the addition of a new pipeline from Mont Belvieu to Galena Park and additional refrigeration, our effective export capacity will increase up to 19 MMBbl per month, depending upon the mix of propane and butane demand, vessel size and availability of supply, among other factors. The expansion is expected to be completed in the third quarter of 2027.

Joint Ventures

On July 31, 2024, we entered into an agreement with WPC Parent, LLC ("WPC") to move forward with the construction of the Blackcomb pipeline. The Blackcomb pipeline is designed to transport up to 2.5 Bcf/d of natural gas through approximately 365 miles of 42-inch pipeline from the Permian Basin in West Texas to the Agua Dulce area in South Texas, and is expected to be in service in the second half of 2026, pending the receipt of customary regulatory and other approvals. The Blackcomb pipeline is held by a joint venture ("Blackcomb"), which is owned 70.0% by WPC, 17.5% by Targa, and 12.5% by MPLX LP. WPC is a joint venture owned 50.6% by WhiteWater Midstream, LLC, 30.4% by MPLX LP, and 19.0% by Enbridge Inc. During 2024, we made capital contributions of $28.7 million to Blackcomb.

On December 16, 2024, we completed the acquisition of the remaining 12% membership interest in Cedar Bayou Fractionators, L.P. ("CBF") from our joint venture partner for cash consideration of $111.6 million (the "CBF Acquisition").

On February 18, 2025, we entered into an agreement with funds managed by Blackstone to acquire their 45% interest in Targa Badlands LLC ("Targa Badlands") for aggregate consideration of approximately $1.8 billion (the "Badlands Transaction"). Following the closing of the Badlands Transaction, we will own 100% of the interest in Targa Badlands.

For additional information, see Note 4 – Acquisitions and Divestitures to our Consolidated Financial Statements.

Capital Allocation

In April 2024, we declared an increase to our quarterly common dividend to $0.75 per common share or $3.00 per common share annualized effective for the first quarter of 2024.

In May 2023, our Board of Directors approved a $1.0 billion common share repurchase program (the "2023 Share Repurchase Program"). In July 2024, our Board of Directors approved a new $1.0 billion common share repurchase program (the "2024 Share Repurchase Program" and, together with the 2023 Share Repurchase Program, the "Share Repurchase Programs"). The amount authorized under the 2024 Share Repurchase Program was in addition to the amount remaining under the 2023 Share Repurchase Program. We are not obligated to repurchase any specific dollar amount or number of shares under the Share Repurchase Programs and may discontinue these programs at any time.

In the fourth quarter of 2024 and for the year ended December 31, 2024, we repurchased 610,683 and 5,933,050 shares of our common stock at a weighted average per share price of $176.86 and $127.20 for a total net cost of $108.0 million and $754.7 million, respectively. As of December 31, 2024, there was $1,015.4 million remaining under the Share Repurchase Programs.

Financing Activities

In August 2024, we completed an underwritten public offering of $1.0 billion aggregate principal amount of our 5.500% Senior Unsecured Notes due 2035 (the "5.500% Notes"), resulting in net proceeds of approximately $990.1 million. We used the net proceeds from the issuance to repay borrowings under the Commercial Paper Program, a portion of which were incurred to repay the remaining balance under the $1.5 billion unsecured term loan facility due July 2025 (the "Term Loan Facility"), and for general corporate purposes.

In August 2024, the Partnership amended its $600.0 million accounts receivable securitization facility (the "Securitization Facility") to, among other things, extend the termination date of the Securitization Facility to August 29, 2025.

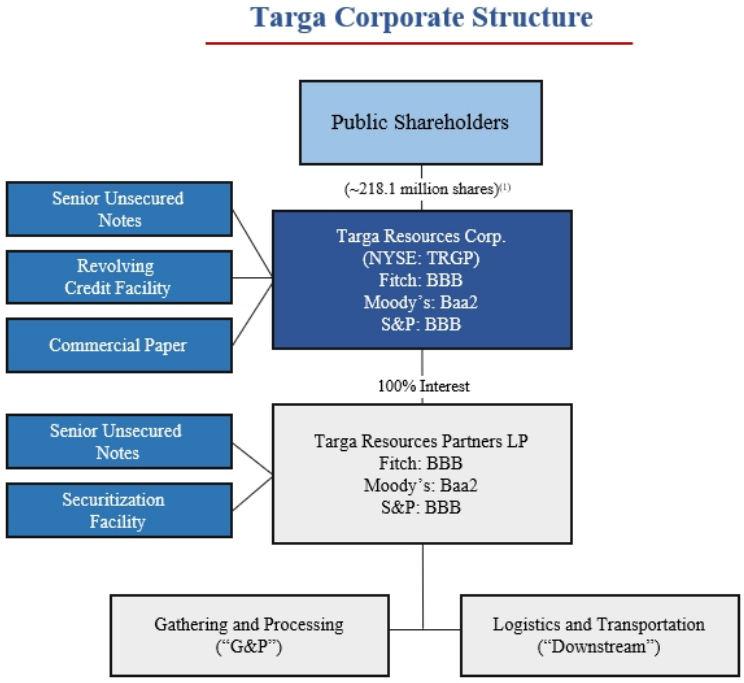
In February 2024, Standard & Poor's Financial Services LLC ("S&P") upgraded our corporate investment grade credit rating to 'BBB' from 'BBB-'. In August 2024, Fitch Ratings Inc. ("Fitch") upgraded our corporate investment grade credit rating to 'BBB' from 'BBB-'. In October 2024, Moody's Ratings ("Moody's") upgraded our corporate investment grade credit rating to 'Baa2' from 'Baa3'.

In February 2025, we entered into a Credit Agreement with Bank of America, N.A., as the Administrative Agent and Swing Line Lender, the letter of credit issuers party thereto and the other lenders party thereto (the "New TRGP Revolver"). The New TRGP Revolver provides for a revolving credit facility in an initial aggregate principal amount up to $3.5 billion and matures on February 18, 2030. The maturity date is extendable, subject to the lenders' consent, by one year up to two times. In connection with our entry into the New TRGP Revolver, we terminated our existing revolving credit facility (the "Existing TRGP Revolver").

For additional information about our recent debt-related transactions, see Note 8 – Debt Obligations to our Consolidated Financial Statements.

Organization Structure

The diagram below shows our corporate structure as of February 20, 2025:



(1) Common shares outstanding as of February 14, 2025.

Growth Drivers, Competitive Strengths and Strategies

While we believe that we are well positioned to execute our business strategies based on our growth drivers, competitive strengths and strategies outlined below, our business involves numerous risks and uncertainties which may prevent us from executing our strategies. These risks include the adverse impact of changes in natural gas, NGL and condensate/crude oil prices, the supply of, or demand for, these commodities, and our inability to access sufficient additional supplies to replace natural declines in production. For a more complete description of the risks associated with an investment in us, see “Item 1A. Risk Factors.”

Comprehensive package of midstream services

We provide a comprehensive package of services to natural gas and crude oil producers. These services are essential to gather, process, treat, purchase and sell and transport wellhead gas to meet pipeline standards; extract, transport and fractionate NGLs for sale into petrochemical, industrial, commercial and export markets; and gather and/or purchase and sell crude oil. We believe that our ability to offer these integrated services provides us with an advantage in competing for new supplies because we can provide substantially all of the services that producers, marketers and others require for moving natural gas, NGLs and crude oil from wellhead to market on a cost-effective basis. Additionally, we believe that the significant investment we have made to construct and acquire assets in key strategic positions and the expertise we have in operating such assets make us well-positioned to remain a leading provider of integrated services in the midstream sector.

Our transportation assets further enhance our integrated midstream service offerings across the NGL and natural gas value chain by linking supply to key markets. Grand Prix connects many of our gathering and processing positions, including the Permian Basin, with our Downstream facilities in Mont Belvieu, Texas, the major U.S. NGL market hub. Additionally, our integrated Mont Belvieu and Galena Park Marine Terminal assets allow us to provide the raw product, fractionation, storage, interconnected terminaling, refrigeration and ship loading capabilities to support exports by third-party customers.

Strategically located and leading infrastructure positions

We believe our assets are not easily replicated, are located in many attractive and active areas of exploration and production activity and are near key markets and logistics centers. Our gathering and processing infrastructure is located in attractive oil and gas producing basins and is well positioned within each of those basins. Activity in the shale resource plays underlying our gathering assets is driven by the economics of oil, NGL, gas and condensate production from the particular reservoirs in each play impacting the volumes of natural gas and crude oil available to us for gathering, processing and/or purchase and sale on our systems. Producers continue to focus drilling activity on their most attractive acreage, especially in the Permian Basin where we have a large, well-positioned and interconnected footprint, benefiting from rig activity in and around our systems.

As drilling in these areas continues, the supply of NGLs requiring transportation to market hubs and fractionation is expected to continue to grow. Continued demand for transportation, fractionation and export capacity is expected to lead to increased demand for other related fee-based services provided by our logistics and transportation assets as well as provide other growth opportunities. The connectivity of our gathering and processing and Downstream operations provided by Grand Prix further allows us to capture these growth opportunities. Additionally, we are one of the largest fractionators of NGLs along the Gulf Coast. Our fractionation assets are primarily located in key NGL market centers and are near and connected to key consumers of NGL products, including the petrochemical and industrial markets. Our logistics assets, including fractionation facilities, storage wells, our low ethane propane de-ethanizers, and our Galena Park Marine Terminal and related pipeline systems and interconnects, include connections to a number of mixed NGL (“mixed NGLs” or “Y-grade”) supply pipelines, storage, interconnection and takeaway pipelines and other transportation infrastructure. The location and interconnectivity of these assets are not easily replicated, and we have additional capability to expand their capacity.

High quality and efficient assets

Our gathering and processing systems and logistics and transportation assets consist of high-quality, well-maintained facilities, resulting in low-cost, efficient operations. Advanced technologies have been implemented for processing plants (primarily cryogenic units utilizing centralized control systems), measurement systems (essentially all electronic and electronically linked to a central database) and operations and maintenance management systems to manage work orders and implement preventative maintenance schedules (computerized maintenance management systems). These applications have allowed proactive management of our operations resulting in lower costs and minimal downtime. We have established a reputation in the midstream industry as a reliable and cost-effective supplier of services to our customers and have a track record of safe, efficient and reliable operation of our facilities. We will continue to pursue new contracts, cost efficiencies and operating improvements of our assets. In the past, such improvements have included new production and acreage commitments, reducing fuel gas and flare volumes and improving facility capacity and NGL recoveries. We will also continue to optimize existing plant assets to improve and maximize capacity and throughput.

In addition to routine annual maintenance expenses, our maintenance capital expenditures have averaged approximately $217 million per year over the last three years. We believe that our assets are well-maintained, and we are focused on continuing to operate both our existing and new assets in a prudent, safe and cost-effective manner.

Financial flexibility

We have historically maintained sufficient liquidity and have funded our growth investments with a mix of cash flow from operations, equity, debt, asset sales and joint ventures over time in order to manage our leverage ratio. Disciplined management of liquidity, leverage and commodity price volatility allow us to be flexible in our long-term growth strategy, as well as allocating our free cash flow after dividends and share repurchases in a manner that maintains a strong credit profile.

Experienced and long-term focused management team

Our current executive management team possesses breadth and depth of experience working in the midstream energy business, including certain members of our executive management team managing our businesses prior to acquisition by Targa. Other officers and key employees have significant experience in the industry, including extensive experience in operating our current assets and developing, permitting and constructing new assets.

Attractive cash flow characteristics, with large diverse business mix with favorable contracts and increasing fee-based business

We believe that our strategy, combined with our high-quality asset portfolio, allows us to generate attractive cash flows. Geographic, business and customer diversity enhances our cash flow profile. We provide our services under predominantly fee-based contract terms to a diverse mix of customers across our areas of operation. Our Gathering and Processing segment contract mix has increasing components of fee-based margin driven by: (i) fees added to percent-of-proceeds contracts for natural gas treating and compression, (ii) new/amended contracts with a combination of percent-of-proceeds and fee-based components, including fee floors, and (iii) fee-based gas gathering and processing and crude oil gathering contracts. Contracts for the Coastal portion of our Gathering and Processing segment are primarily hybrid contracts (percent-of-liquids with a fee floor) or percent-of-liquids contracts (whereby we receive an agreed upon percentage of the actual proceeds of the NGLs).

Contracts for our assets in the Downstream Business are predominantly fee-based (based on volumes and contracted rates). Our contract mix, along with our commodity hedging program, serves to mitigate the impact of commodity price movements on cash flow.

We have hedged the commodity price risk associated with a portion of our expected natural gas, NGL and condensate equity volumes, future commodity purchases and sales, and transportation basis risk by entering into financially settled derivative transactions. We have intentionally tailored our hedges to approximate specific NGL products and to approximate our actual NGL and residue natural gas delivery points. Although the degree of hedging will vary, we intend to continue to manage some of our exposure to commodity prices by entering into hedge transactions. We also monitor and manage our inventory levels with a view to mitigate losses related to downward price exposure.

Our Business Operations

Our operations are reported in two segments: (i) Gathering and Processing, and (ii) Logistics and Transportation (also referred to as the Downstream Business).

Gathering and Processing Segment

Our Gathering and Processing segment consists of gathering, compressing, treating, processing, transporting, and purchasing and selling natural gas and gathering, storing, terminaling and purchasing and selling crude oil. The gathering or purchasing of natural gas consists of aggregating natural gas produced from various wells through varying diameter gathering lines to processing plants. Natural gas has a widely varying composition depending on the field, the formation and the reservoir from which it is produced. The processing of natural gas consists of the extraction of embedded NGLs and the removal of water vapor and other contaminants to form (i) a stream of marketable natural gas, commonly referred to as residue gas, and (ii) a stream of mixed NGLs. Once processed, the residue gas is transported to markets through residue gas pipelines. End-users of residue gas include large commercial and industrial customers, as well as natural gas and electric utilities serving individual consumers. We sell our residue gas either directly to such end-users or to marketers into intrastate or interstate pipelines, which are typically located in close proximity or with ready access to our facilities. The gathering or purchasing of crude oil consists of aggregating crude oil production through our pipeline gathering systems, which deliver crude oil to a combination of other pipelines, rail and truck.

We continually seek new supplies of natural gas and crude oil, both to offset the natural decline in production from connected wells and to increase throughput volumes. We obtain additional natural gas and crude oil supply in our operating areas by contracting for production from new wells or by capturing existing production currently gathered by others. Competition for new natural gas and crude oil supplies is based primarily on location of assets, commercial terms including pre-existing contracts, service levels and access to markets. The commercial terms of natural gas gathering and processing arrangements and crude oil gathering are driven, in part, by capital costs, which are impacted by the proximity of systems to the supply source and by operating costs, which are impacted by operational efficiencies, facility design and economies of scale.

The Gathering and Processing segment's assets are located in the Permian Basin of West Texas and Southeast New Mexico (including the Midland, Central and Delaware Basins); the Eagle Ford Shale in South Texas; the Barnett Shale in North Texas; the Anadarko, Ardmore, and Arkoma Basins in Oklahoma (including the SCOOP and STACK) and South Central Kansas; the Williston Basin in North Dakota (including the Bakken and Three Forks plays) and in the onshore and near offshore regions of the Louisiana Gulf Coast. The natural gas processed in this segment is supplied through our gathering systems which, in aggregate, consist of approximately 31,200 miles of natural gas pipelines and include 53 owned and operated processing plants.

The Gathering and Processing segment's operations consist of (i) Permian Midland and Permian Delaware (also referred to as "Permian"), (ii) SouthTX, North Texas, SouthOK, WestOK (also referred to as "Central"), (iii) Coastal and (iv) Badlands, each as described below:

Permian Midland

The Permian Midland system consists of approximately 7,600 miles of natural gas gathering pipelines and 19 processing plants with an aggregate processing capacity of 3,844 MMcf/d, all located within the Permian Basin in West Texas. Eleven of these plants and approximately 5,300 miles of gathering pipelines belong to a joint venture ("WestTX"), in which we have an approximate 72.8% ownership. Exxon Mobil Corporation ("ExxonMobil") owns the remaining interest in the WestTX system.

In response to increasing production and to meet the infrastructure needs of producers, we are constructing the Pembrook II plant, East Pembrook plant and East Driver plant, each a 275 MMcf/d cryogenic natural gas processing plant, which are expected to begin operations in the fourth quarter of 2025, the second quarter of 2026 and the third quarter of 2026, respectively.

Permian Delaware

The Permian Delaware system consists of approximately 7,400 miles of natural gas gathering pipelines and 17 processing plants with an aggregate capacity of 3,285 MMcf/d, within the Delaware Basin and Central Basin in West Texas and Southeastern New Mexico, and includes aggregate gas treating capacity of 2,337 MMcf/d in addition to six acid gas injection wells.

In response to increasing production and to meet the infrastructure needs of producers, we are constructing the Bull Moose II plant and the Falcon II plant, each a 275 MMcf/d cryogenic natural gas processing plant, which are expected to begin operations in the first quarter of 2026 and the second quarter of 2026, respectively.

SouthTX

The South Texas system contains approximately 2,100 miles of high-pressure and low-pressure gathering and transmission pipelines and three natural gas processing plants in the Eagle Ford Shale with an aggregate processing capacity of 660 MMcf/d. The South Texas system processes natural gas through the Silver Oak I, Silver Oak II and Raptor gas processing plants.

North Texas

North Texas includes the Chico gathering system in the Fort Worth Basin, which consists of approximately 4,700 miles of pipelines gathering wellhead natural gas from the Barnett Shale and Marble Falls plays for processing at the Chico plant with a processing capacity of 265 MMcf/d.

SouthOK

The SouthOK gathering system consists of approximately 1,600 miles of pipelines in 12 counties in the Ardmore and Anadarko Basins and includes the Golden Trend, SCOOP, and Woodford Shale areas of southern Oklahoma.

The SouthOK gathering system includes five separate processing plants with an aggregate processing capacity of 630 MMcf/d, including: the Stonewall, Hickory Hills and Tupelo facilities, which are owned by our Centrahoma Joint Venture ("Centrahoma"), and

our wholly-owned Velma and Velma V-60 plants. We have a 60% ownership interest in Centrahoma. The remaining 40% ownership interest in Centrahoma is owned by MPLX, LP.

WestOK

The WestOK gathering system consists of approximately 6,500 miles of pipelines in 14 counties in north central Oklahoma and southern Kansas' Anadarko Basin and includes the Woodford shale and STACK.

The WestOK system has an aggregate processing capacity of 400 MMcf/d with two separate cryogenic natural gas processing plants known as the Waynoka I and Waynoka II facilities.

Coastal

Our Coastal assets consist of approximately 1,000 miles of onshore gathering system pipelines located in Louisiana to gather and process natural gas produced from shallow-water central and western Gulf of Mexico natural gas wells, and from deep shelf and deep-water Gulf of Mexico production via connections to third-party pipelines or through pipelines owned by us. The Coastal system has an aggregate processing capacity of 2,025 MMcf/d and 11 MBbl/d of integrated fractionation capacity. The processing plants are comprised of three wholly-owned and operated plants, one partially owned and operated plant, and one partially owned, non-operated plant. Our Coastal plants have access to markets across the U.S. through the interstate natural gas pipelines to which they are interconnected. The industry continues to rationalize gas processing capacity along the western Louisiana Gulf Coast with most of the producer volumes going to more efficient plants, such as our Lowry and Gillis plants.

Badlands

Our Badlands operations are located in the Bakken and Three Forks Shale plays of the Williston Basin in North Dakota. Targa owns 55% of Targa Badlands through a joint venture with Blackstone. Targa Badlands pays a minimum quarterly distribution ("MQD") to Blackstone and Targa, with Blackstone having a priority right to the MQDs. Additionally, Blackstone's capital contributions have a liquidation preference upon a sale of Targa Badlands. Targa Badlands is a discrete entity and the assets and credit of Targa Badlands are not available to satisfy the debts and other obligations of Targa or its other subsidiaries. Following the closing of the Badlands Transaction, we will own 100% of the interest in Targa Badlands.

Targa Badlands includes approximately 500 miles of crude oil gathering pipelines, 120 MBbl of operational crude oil storage capacity at the Johnsons Corner Terminal, 30 MBbl of operational crude oil storage capacity at the Alexander Terminal, 30 MBbl of operational crude oil storage capacity at New Town and 25 MBbl of operational crude oil storage capacity at Stanley. Our Targa Badlands assets also include approximately 300 miles of natural gas gathering pipelines and the Little Missouri I-III natural gas processing plants, which have a processing capacity of 90 MMcf/d. Additionally, Targa operates the 200 MMcf/d Little Missouri 4 plant ("LM4 plant"), in which Targa Badlands and Hess Midstream Partners LP each own a 50% interest.

The following table lists the Gathering and Processing segment's processing plants and related volumes for the year ended December 31, 2024:

Facility	Process Type (1)	Operated /Non-Operated	% Owned	Location	Processing Capacity (MMcf/d) (2)	Plant Natural Gas Inlet Throughput Volume (MMcf/d) (3) (4) (5)	NGL Production (MBbl/d) (3) (4) (5)
Permian Midland							
Consolidator (6)	Cryo	Operated	72.8	Reagan County, TX	150.0		
Midkiff (6)	Cryo	Operated	72.8	Reagan County, TX	70.0		
Driver (6)	Cryo	Operated	72.8	Midland County, TX	220.0		
Benedum (6)	Cryo	Operated	72.8	Upton County, TX	35.0		
Edward (6)	Cryo	Operated	72.8	Upton County, TX	220.0		
Buffalo (6)	Cryo	Operated	72.8	Martin County, TX	220.0		
Joyce (6)	Cryo	Operated	72.8	Upton County, TX	220.0		
Johnson (6)	Cryo	Operated	72.8	Midland County, TX	220.0		
Hopson (6)	Cryo	Operated	72.8	Midland County, TX	275.0		
Pembrook (6)	Cryo	Operated	72.8	Upton County, TX	275.0		
Gateway (6)	Cryo	Operated	72.8	Reagan County, TX	275.0		
Mertzon	Cryo	Operated	100.0	Irion County, TX	52.0		
Sterling	Cryo	Operated	100.0	Sterling County, TX	92.0		
High Plains	Cryo	Operated	100.0	Midland County, TX	220.0		
Heim (7)	Cryo	Operated	100.0	Reagan County, TX	200.0		
Legacy (7)	Cryo	Operated	100.0	Midland County, TX	275.0		
Legacy II (7)	Cryo	Operated	100.0	Midland County, TX	275.0		
Greenwood (7)	Cryo	Operated	100.0	Midland County, TX	275.0		
Greenwood II (7) (8)	Cryo	Operated	100.0	Midland County, TX	275.0		
				Area Total	3,844.0	2,933.1	428.4
Permian Delaware							
Eunice	Cryo	Operated	100.0	Lea County, NM	110.0		
Monument (9)	Cryo	Operated	100.0	Lea County, NM	85.0		
Loving	Cryo	Operated	100.0	Loving County, TX	70.0		
Oahu	Cryo	Operated	100.0	Pecos County, TX	60.0		
Wildcat	Cryo	Operated	100.0	Winkler County, TX	250.0		
Wildcat II	Cryo	Operated	100.0	Winkler County, TX	275.0		
Falcon	Cryo	Operated	100.0	Culberson County, TX	275.0		
Peregrine	Cryo	Operated	100.0	Culberson County, TX	275.0		
Roadrunner	Cryo	Operated	100.0	Eddy County, NM	230.0		
Roadrunner II (10)	Cryo	Operated	100.0	Eddy County, NM	230.0		
Red Hills I	Cryo	Operated	100.0	Lea County, NM	60.0		
Red Hills II	Cryo	Operated	100.0	Lea County, NM	200.0		
Red Hills III	Cryo	Operated	100.0	Lea County, NM	200.0		
Red Hills IV	Cryo	Operated	100.0	Lea County, NM	230.0		
Red Hills V	Cryo	Operated	100.0	Lea County, NM	230.0		
Red Hills VI	Cryo	Operated	100.0	Lea County, NM	230.0		
Midway	Cryo	Operated	100.0	Crane County, TX	275.0		
				Area Total	3,285.0	2,837.3	359.9
SouthTX							
Silver Oak I	Cryo	Operated	100.0	Bee County, TX	200.0		
Silver Oak II	Cryo	Operated	100.0	Bee County, TX	200.0		
Raptor	Cryo	Operated	100.0	La Salle County, TX	260.0		
				Area Total	660.0	325.9	32.8
North Texas							
Chico	Cryo	Operated	100.0	Wise County, TX	265.0		
				Area Total	265.0	186.9	22.6
SouthOK							
Stonewall	Cryo	Operated	60.0	Coal County, OK	200.0		
Tupelo	Cryo	Operated	60.0	Coal County, OK	120.0		
Hickory Hills	Cryo	Operated	60.0	Hughes County, OK	150.0		
Velma	Cryo	Operated	100.0	Stephens County, OK	100.0		
Velma V-60 (11)	Cryo	Operated	100.0	Stephens County, OK	60.0		
				Area Total	630.0	351.7	35.0
WestOK							
Waynoka I	Cryo	Operated	100.0	Woods County, OK	200.0		
Waynoka II	Cryo	Operated	100.0	Woods County, OK	200.0		
				Area Total	400.0	212.8	15.1
Coastal							
Gillis (12)	Cryo	Operated	100.0	Calcasieu Parish, LA	180.0		
Big Lake (11)	Cryo	Operated	100.0	Calcasieu Parish, LA	180.0		
VESCO	Cryo	Operated	76.8	Plaquemines Parish, LA	750.0		
Lowry (11)	Cryo	Operated	100.0	Cameron Parish, LA	265.0		
Sea Robin (13)	Cryo	Non-operated	1.2	Vermillion Parish, LA	650.0		
				Area Total	2,025.0	449.6	35.8
Badlands							
Little Missouri I-III (14)	Cryo/RA	Operated	55.0	McKenzie County, ND	90.0		
Little Missouri IV (15)	Cryo	Operated	27.5	McKenzie County, ND	200.0		
				Area Total	290.0	136.3	16.6
				Segment System Total	11,399.0	7,433.6	946.2

(1) Cryo – Cryogenic Processing; RA – Refrigerated Absorption Processing.

(2) Processing capacity represents all parties' ownership.

(3) Plant natural gas inlet represents the volume of natural gas passing through the meter located at the inlet of the natural gas processing plant, except for Badlands which represents the total wellhead volume.

(4) Plant natural gas inlet and NGL production volumes represent our ownership share of volumes for partially owned plants that we proportionately consolidate based on our ownership interest, including our 72.8% undivided interest in our WestTX joint venture, as well as 100% of ownership interests for our consolidated VESCO joint venture, Stonewall, Tupelo, and Hickory Hills plants.

(5) Per day plant natural gas inlet and NGL production statistics for plants listed above are based on the number of calendar days during 2024.

(6) Plant natural gas inlet throughput volumes and NGL production volumes for WestTX are presented on a pro-rata net basis representing our undivided ownership interest in WestTX, which we proportionately consolidate in our consolidated financial statements.

(7) As a result of a non-consent election made by the joint owner in our WestTX Permian Basin assets, the Heim, Legacy, Legacy II, Greenwood and Greenwood II plants are 100% owned and consolidated by Targa until each plant achieves the payout event related to the non-consent election.

(8) The Greenwood II plant commenced operations early in the fourth quarter of 2024.

(9) The Monument plant has fractionation capacity of approximately 1.8 MBbl/d.

(10) The Roadrunner II plant commenced operations in the second quarter of 2024.

(11) Plant is available and operates subject to market conditions, including availability of natural gas.

(12) The Gillis plant has fractionation capacity of approximately 11 MBbl/d.

(13) The Sea Robin plant is temporarily shut down.

(14) Little Missouri Trains I and II are refrigeration plants and Little Missouri Train III is a Cryo plant.

(15) Targa owns 55% of Targa Badlands, which owns 50% of the LM4 plant, resulting in a 27.5% interest. Following the closing of the Badlands Transaction, we will own 100% of the interest in Targa Badlands, resulting in a 50% interest in the LM4 plant.

Logistics and Transportation Segment

Our Logistics and Transportation segment includes the activities and assets necessary to transport and convert mixed NGLs into NGL products and also includes other assets and value-added services described below. The Logistics and Transportation segment also includes Grand Prix and associated assets, which are generally connected to and supplied in part by our Gathering and Processing segment. Our Downstream facilities are located predominantly in Mont Belvieu and Galena Park, Texas, and in Lake Charles, Louisiana. Our fractionation, pipeline transportation, storage and terminaling businesses include 2,600 miles of company-owned pipelines to transport mixed NGLs and specification products.

The Logistics and Transportation segment also transports, distributes, purchases, sells, and markets NGLs via terminals and transportation assets across the U.S. We own or market products at terminal facilities in a number of states, including Alabama, Arizona, California, Florida, Indiana, Kentucky, Louisiana, Mississippi, New Jersey, North Carolina, Pennsylvania, Tennessee, Texas and Washington. The geographic diversity of our assets provides direct access to many NGL customers as well as markets via trucks, barges, ships, rail cars and open-access regulated NGL pipelines owned by third parties.

Transportation Pipelines

Our primary pipeline asset is Grand Prix, which connects our gathering and processing positions throughout the Permian Basin, North Texas, and Southern Oklahoma (as well as third-party positions) to our fractionation and storage complex in the NGL market hub at Mont Belvieu, Texas. Grand Prix has the capacity to transport up to 1,000 MBbl/d of NGLs into Mont Belvieu. Our new Daytona NGL Pipeline is an addition to Grand Prix. In January 2023, we announced and closed on the acquisition of Blackstone Energy Partners' 25% interest in Grand Prix Pipeline LLC (the "Grand Prix Transaction"). Following the closing of the Grand Prix Transaction, we own 100% of Grand Prix.

Through our 50% ownership interest in Cayenne Pipeline, LLC ("Cayenne"), we operate the Cayenne pipeline, which transports mixed NGLs from VESCO in Venice, Louisiana, to an interconnection with a third-party NGL pipeline in Toca, Louisiana.

Fractionation

After being extracted in the field, mixed NGLs are typically transported to a centralized facility for fractionation where the mixed NGLs are separated into discrete NGL products: ethane, ethane-propane mix, propane, normal butane, iso-butane and natural gasoline.

We believe that sufficient volumes of mixed NGLs will be available for fractionation in commercially viable quantities for the foreseeable future due to historical increases in NGL production from shale plays and other shale-technology-driven resource plays in areas of the U.S. that include Texas, New Mexico, Oklahoma and the Rockies and certain other basins accessed by pipelines to Mont Belvieu, as well as from conventional production of NGLs in areas such as the Permian Basin, Mid-Continent, East Texas, South Louisiana and shelf and deep-water Gulf of Mexico.

Although competition for NGL fractionation services is primarily based on the fractionation fee, the ability of an NGL fractionator to obtain mixed NGLs and distribute NGL products is also an important competitive factor. This ability is a function of the existence of storage infrastructure and supply and market connectivity necessary to conduct such operations. We believe that the location, scope and

capability of our logistics assets, including our transportation and distribution systems, give us access to both substantial sources of mixed NGLs and a large number of end-use markets.

At our Mont Belvieu operated facility, we have nine wholly-owned fractionation trains, representing an aggregate capacity of 963.0 MBbl/d and Train 7, a 120 MBbl/d fractionation train, which is a joint venture between Targa and The Williams Companies, Inc., where Targa owns an 80% equity interest. Certain fractionation-related infrastructure for Train 7, such as storage caverns and brine handling, were funded and are owned 100% by Targa. Our fractionation trains are fully integrated with our existing Gulf Coast NGL storage, terminaling and delivery infrastructure, which includes an extensive network of connections to key petrochemical and industrial customers as well as our LPG export terminal at Galena Park on the Houston Ship Channel.

We are constructing Trains 11 and 12, both of which are wholly-owned 150 MBbl/d fractionation trains, at our Mont Belvieu operated facility, which are expected to begin operations in the third quarter of 2026 and the first quarter of 2027, respectively.

We additionally have a wholly-owned and operated fractionation facility in Lake Charles, Louisiana, representing a capacity of 55.0 MBbl/d.

We hold an equity investment in GCF, also located at Mont Belvieu. In January 2021, the GCF facility was temporarily idled. We assumed operatorship of GCF in the first half of 2021. We expect the reactivation of GCF to be complete and the facility to be operational in the first quarter of 2025.

We also own fractionation assets in Monument, New Mexico, and Gillis, Louisiana, which are included in our Gathering and Processing segment. In addition, we have a natural gasoline hydrotreater at Mont Belvieu, Texas, with a capacity of 35.0 MBbl/d that removes sulfur from natural gasoline, allowing customers to meet stringent fuel content standards.

The following table details the Logistics and Transportation segment's fractionation and treating facilities:

Facility	Location	% Owned	Capacity (MBbl/d) (1)	Throughput 2024 (MBbl/d)
Cedar Bayou Fractionators (2)	Mont Belvieu, TX	100.0	493.0	
Train 6 Fractionator	Mont Belvieu, TX	100.0	110.0	
Train 7 Fractionator	Mont Belvieu, TX	80.0	120.0	
Train 8 Fractionator	Mont Belvieu, TX	100.0	120.0	
Train 9 Fractionator	Mont Belvieu, TX	100.0	120.0	
Train 10 Fractionator	Mont Belvieu, TX	100.0	120.0	
Lake Charles Fractionator (3)	Lake Charles, LA	100.0	55.0	
Fractionation Total			1,138.0	936.1
Gulf Coast Fractionator (4)	Mont Belvieu, TX	38.8	135.0	—
Targa LSNG Hydrotreater	Mont Belvieu, TX	100.0	35.0	36.9

(1) Actual fractionation capacities may vary due to the composition of the NGLs being processed and does not contemplate ethane rejection.

(2) CBF includes five fractionation trains. Prior to the CBF Acquisition, we owned an 88% interest in CBF.

(3) Lake Charles Fractionator runs in a mode of ethane/propane splitting for the local petrochemical market and is configured to also handle raw product.

(4) The GCF facility was temporarily idled in January 2021. We expect the reactivation of GCF to be complete and the facility to be operational in the first quarter of 2025.

NGL Storage and Terminaling

In general, our NGL storage assets provide warehousing of mixed NGLs, NGL products and petrochemical products in underground wells, which allows for the injection and withdrawal of such products at various times in order to meet supply and demand cycles. Similarly, our terminaling operations provide the inbound/outbound logistics and warehousing of mixed NGLs, NGL products and petrochemical products in above-ground storage tanks. Our NGL underground storage and terminaling facilities serve single markets, such as propane, as well as multiple products and markets. For example, the Mont Belvieu and Galena Park facilities have extensive pipeline connections for mixed NGL supply and delivery of component NGLs, including Grand Prix. In addition, some of our facilities are connected to marine, rail and truck loading and unloading facilities that provide services and products to our customers. We provide long and short-term storage and terminaling services and throughput capability to third-party customers for a fee.

Across the Logistics and Transportation segment, we own 35 storage wells at our facilities with a gross NGL storage capacity of approximately 81 MMBbl and operate seven non-owned wells. The usage of these wells may be limited by brine handling capacity, which is utilized to displace NGLs from storage.

We operate our storage and terminaling facilities to support our key fractionation facilities at Mont Belvieu and Lake Charles for receipt of mixed NGLs and storage of fractionated NGLs to service the petrochemical, refinery, export and heating customers/markets as well as our wholesale domestic terminals that focus on logistics to service the heating market customer base. Our international export assets

include our facilities at both Mont Belvieu and the Galena Park Marine Terminal near Houston, Texas, which have the capability to load propane, butanes and international grade low ethane propane. The export facilities have an effective export capacity of approximately 13.5 MMBbl per month, subject to a mix of propane and butane demand, vessel size and availability of supply, and a variety of other factors. We have the capability to load VLGC vessels, alongside small and medium sized export vessels. We continue to experience demand growth for U.S.-based NGLs (both propane and butane) for export into international markets.

The following table details the Logistics and Transportation segment's NGL storage and terminaling facilities:

Facility	% Owned	Location	Description	Throughput for 2024 (MMgal)	Number of Operational Wells	Storage Capacity (MMBbl)
Galena Park Marine Terminal (1)	100	Harris County, TX	NGL import/export terminal	8,375.2	N/A	0.7
Mont Belvieu Terminal & Storage	100	Chambers County, TX	Transport and storage terminal	36,934.7	23 (2)	58.8
Hackberry Terminal & Storage	100	Cameron Parish, LA	Storage terminal	748.0	12 (3)	22.5

(1) Volumes reflect total import and export across the dock/terminal and may include (i) volumes bound for domestic redeliveries to customer's receipt points along the Houston Ship Channel, or elsewhere in the United States, and (ii) volumes that have also been handled primarily at the Mont Belvieu Terminal.

(2) Excludes seven non-owned wells which we operate on behalf of Chevron Phillips Chemical Company LP. One additional well has been drilled and is being prepared for operations.

(3) Five of 12 owned wells are leased to Citgo Petroleum Corporation under a long-term lease.

NGL Distribution and Marketing

We market our own NGL production and also purchase component NGL products from other NGL producers and marketers for resale. We also purchase NGL products for resale in our Logistics and Transportation segment.

We generally purchase mixed NGLs at a monthly pricing index less applicable fractionation, transportation and marketing fees and resell these component products to petrochemical manufacturers, refiners and other marketing and retail companies. This is primarily a physical settlement business in which we earn margins from purchasing and selling NGL products from customers under contract. We also earn margins by purchasing and reselling NGL products in the spot and forward physical markets.

Wholesale Domestic Marketing

Our wholesale domestic propane marketing operations primarily sell propane and related logistics services to major multi-state retailers, independent retailers and other end-users. Our propane supply originates from both our refinery/gas supply contracts and our other owned or managed Logistics and Transportation assets. We sell propane at a fixed posted price or at a market index basis at the time of delivery and in some circumstances, we earn margins on a netback basis.

The wholesale domestic propane marketing business is significantly impacted by seasonal and weather-driven demand, particularly in the winter, which can impact the price and volume of propane sold in the markets we serve.

Refinery Services

In our refinery services business, we typically provide NGL balancing services through contractual arrangements with refiners in several locations to purchase and/or market propane and to supply butanes. We use our commercial transportation assets (discussed below) and contract for and use the storage, transportation and distribution assets included in our Logistics and Transportation segment to assist refinery customers in managing their NGL product demand and production schedules. This includes both feedstocks consumed in refinery processes and the excess NGLs produced by other refining processes. Under typical netback purchase contracts, we retain a portion of the resale price of NGL sales or receive a fixed minimum fee per gallon on products sold. Under netback sales contracts, fees are earned for locating and supplying NGL feedstocks to the refineries based on a percentage of the cost to obtain such supply or a minimum fee per gallon.

Key factors impacting the results of our refinery services business include production volumes, prices of propane and butanes, as well as our ability to perform receipt, delivery and transportation services in order to meet refinery demand.

Commercial Transportation

Our NGL transportation and distribution infrastructure includes a wide range of assets supporting both third-party customers and the delivery requirements of our marketing and asset management business. We provide fee-based transportation services to refineries and petrochemical companies throughout the Gulf Coast area. Our assets are also deployed to serve our wholesale domestic distribution terminals, fractionation facilities, underground storage facilities and pipeline injection terminals. These distribution assets provide a variety of ways to transport products to and from our customers.

As of December 31, 2024, we lease and manage 531 railcars and 131 tractors, and own eight tractors, six vacuum trucks, and two pressurized NGL barges.

The following table details the Logistics and Transportation segment's propane terminaling facilities:

Facility	% Owned	Location	Description	Throughput for 2024 (MMgal) (1)	Usable Storage Capacity (MMgal)
Greenville Terminal	100	Washington County, MS	Marine propane terminal	20.1	1.5
Port Everglades Terminal	100	Broward County, FL	Marine propane terminal	25.3	1.6
Calvert City Terminal	100	Marshall County, KY	Propane terminal	18.2	0.1
Chattanooga Terminal	100	Hamilton County, TN	Propane terminal	12.5	0.9
Hattiesburg Terminal (2)	50	Forrest County, MS	Propane terminal	382.0	190.1
Sparta Terminal	100	Sparta County, NJ	Propane terminal	12.6	0.2
Tyler Terminal	100	Smith County, TX	Propane terminal	15.7	0.2
Winona Terminal	100	Flagstaff County, AZ	Propane terminal	15.5	0.3
Eagle Lake Transload (3)	100	Polk County, FL	Propane transload	7.1	—

(1) Throughputs include volumes related to exchange agreements and third-party storage agreements.

(2) Throughput volume reflects 100% of the facility activity.

(3) Rail-to-truck transload equipment.

Natural Gas Marketing

We also market natural gas available to us from the Gathering and Processing segment, purchase and resell natural gas in selected U.S. markets and manage the scheduling and logistics for these activities.

Seasonality

Parts of our business are impacted by seasonality. Our Downstream marketing business can be significantly impacted by seasonal and weather-driven demand, which can impact the price and volume of product sold in the markets we serve, as well as the level of inventory we hold in order to meet anticipated demand. See further discussion of the extent to which our business is affected by seasonality in "Item 1A. Risk Factors."

Operational Risks and Insurance

We are subject to all risks inherent in the midstream natural gas, NGLs and crude oil businesses. These risks include, but are not limited to, explosions, fires, mechanical failure, cyberattacks, terrorist attacks, product spillage, weather, nature and inadequate maintenance of rights of way. These risks could result in damage to or destruction of operating assets and other property, or could result in personal injury, loss of life or environmental pollution, as well as curtailment or suspension of operations at the affected facility. We maintain, on behalf of ourselves and our subsidiaries, general public liability, property, boiler and machinery and business interruption insurance in amounts that we consider to be appropriate for such risks. Such insurance is subject to deductibles or self-insured retentions that we consider reasonable and not excessive given the insurance market environment.

The occurrence of a significant loss that is not insured, fully insured or indemnified against, or the failure of a party to meet its indemnification obligations, could materially and adversely affect our operations and financial condition. While we currently maintain levels and types of insurance that we believe to be prudent under current insurance industry market conditions, our inability to secure these levels and types of insurance in the future could negatively impact our business operations and financial stability, particularly if an uninsured loss were to occur. No assurance can be given that we will be able to maintain these levels of insurance in the future at rates considered commercially reasonable, particularly named windstorm coverage and contingent business interruption coverage for our onshore operations, and potentially excess liability insurance given the current insurance market environment.

Competition

We face strong competition in acquiring new natural gas or crude oil supplies. Competition for natural gas and crude oil supplies is primarily based on the location and available capacity of gathering and processing facilities, pricing arrangements, reputation, efficiency, flexibility, treating capabilities (as applicable), reliability and access to end-use markets or liquid marketing hubs. Our gathering and processing operations competitors are other natural gas gatherers and processors, such as major interstate and intrastate pipeline companies, master limited partnerships and oil and gas producers.

We also compete for NGL supplies for Grand Prix. Competition for NGL supplies is primarily based on the proximity of gathering and processing facilities in relation to one or more NGL pipelines, their connectivity to NGL pipeline takeaway options, access to end-use markets or liquid marketing hubs, pricing and contractual arrangements, available capacity, reputation, efficiency, flexibility, and reliability. Our NGL pipeline competitors are other midstream providers with NGL transportation capabilities, such as major interstate and intrastate pipeline companies, master limited partnerships and midstream natural gas and NGL companies.

Additionally, we face competition for mixed NGLs supplies at our fractionation facilities. The fractionators in which we own an interest in the Mont Belvieu region compete for volumes of mixed NGLs with other fractionators also located in the Mont Belvieu region. In addition, certain producers fractionate mixed NGLs for their own account in captive facilities. The fractionators in the Mont Belvieu region also compete on a more limited basis with fractionators in Conway, Kansas and a number of decentralized, smaller fractionation facilities in Texas, Louisiana and New Mexico. Our other fractionation facilities compete for mixed NGLs with the fractionators at Mont Belvieu as well as other fractionation facilities located in Louisiana. Our customers who are significant producers of mixed NGLs and NGL products or consumers of NGL products may develop their own fractionation facilities in lieu of using our services.

We also face strong competition for NGL supply, logistics and export services in our Logistics and Transportation segment. Our competitors include major oil and gas producers who market NGL products for their own account and for others. Additionally, we compete with several other NGL marketing companies, trading organizations and petrochemical operators.

Human Capital

We believe that our employees are the foundation to fostering the safe operation of our assets and delivery of services to our customers. We foster a collaborative, inclusive, and safety-minded work environment, focused on working safely every day. We seek to identify qualified internal and external talent for our organization, enabling us to execute on our strategic objectives.

As of December 31, 2024, we employed approximately 3,370 people that primarily support our operations through a wholly-owned subsidiary of ours. None of these employees are covered by collective bargaining agreements, and we consider our employee relations to be good.

Employee Health and Safety

Safety is a core value of ours and begins with the protection and safety of our employees, contractors and communities where we operate. We value people above all else and remain committed to making safety and health our top priority. We believe that “Zero is Achievable”, and our goal is to operate and deliver our products without any injuries. We continually seek to maintain and deepen our safety culture by providing a safe working environment that encourages active employee engagement, including implementing safety programs to achieve improvements in our safety culture.

To protect our employees, contractors, and surrounding community from workplace hazards and risks, we implement and maintain an integrated system of policies, practices, and controls, including requirements to complete regular detailed safety and regulatory compliance training for all applicable individuals. For more information on the laws and regulations we are subject to with regard to employee, contractor, and community safety, please see our section below titled *Environmental and Occupational Health and Safety Matters.*

Employee Experience

We are committed to fostering a work environment in which all employees treat each other with dignity and respect. This commitment extends to providing equal employment and advancement opportunities based on merit and experience. We believe this to be a fundamental principle and is defined in our Equal Employment Opportunity Policy and our Code of Conduct.

Employee Talent Development and Retention

As an infrastructure operator, we understand the importance of developing and fostering talent to ensure a skilled and talented diverse workforce both now and in the future. We value and provide opportunities for cross training and increased responsibilities, including leadership learning and formal coaching. These efforts allow us to recruit from within our organization for future vocational and occupational opportunities.

Our management promotes formal and informal learning and development throughout the organization. Candid feedback is provided to employees through our annual performance review process as well as informal meetings throughout the year.

We offer developmental programs focused on building the skills of our employees and to help advance employee careers, knowledge, and skillsets through training and related programs.

To help plan and predict succession needs, we perform annual succession planning, which is discussed and reviewed with management and, for certain levels and positions, with the board of directors. We additionally monitor employee turnover rates and conduct exit interviews with employees who voluntarily leave the company to better understand their reasons for leaving the company.

Regulation of Operations

Regulation of pipeline gathering and transportation services, natural gas, NGL and crude oil sales, and transportation of natural gas, NGLs and crude oil may affect certain aspects of our business and the market for our products and services.

Natural Gas Gathering and Processing Regulation

Our natural gas gathering operations are typically subject to open access ratable take and/or common purchaser statutes and implementing rules and regulations in the states in which we operate, which generally require us to give pipeline access or to purchase, process, or take gas without undue discrimination. These statutes, rules, and regulations can restrict our ability as an owner of gathering and processing facilities to decide with whom (and on what terms) we contract to gather or process natural gas with similarly situated customers (subject, in each case, to the limitations and requirements of each jurisdiction). In addition, the states in which we operate have adopted complaint-based regulation of natural gas gathering activities, which allows natural gas producers and shippers to file complaints with state regulators in an effort to resolve grievances relating to access and rate discrimination. Currently, Targa is contesting a discrimination complaint filed as Cause No. 28550 by Enerplus Resources (USA) Corporation with the Industrial Commission of the State of North Dakota. We cannot predict whether any additional complaints will be filed against us in the future. Failure to comply with state regulations can result in the imposition of administrative, civil and, in certain cases, criminal penalties.

Section 1(b) of the Natural Gas Act of 1938 (“NGA”) exempts natural gas gathering facilities from regulation as a natural gas company by FERC under the NGA. We believe that our gathering systems meet the traditional tests FERC has used to establish a pipeline’s status as a gatherer not subject to regulation as a natural gas company. However, to the extent our gathering systems buy and sell natural gas, such gatherers, in their capacity as buyers and sellers of natural gas, are subject to Order No. 704. See “—Regulation of Operations—FERC Market Transparency Rules.”

Sales of Natural Gas, NGLs and Crude Oil

The price at which we buy and sell natural gas, NGLs and crude oil is currently not subject to federal rate regulation and, for the most part, is not subject to state rate regulation. However, with regard to our physical purchases and sales of these energy commodities and any related hedging activities that we undertake, we are required to observe anti-market manipulation laws and related regulations enforced by FERC and/or the Commodities Futures Trading Commission (“CFTC”). See “—Regulation of Operations—EP Act of 2005.” We are required to report to FERC information regarding natural gas sale and purchase transactions for some of our operations, depending on the volume of natural gas transacted during the prior calendar year. See “—Regulation of Operations—FERC Market Transparency Rules.” Should we violate the anti-market manipulation laws and regulations, in addition to civil penalties, we could also be subject to related third-party damage claims by, among others, market participants, sellers, royalty owners and taxing authorities.

Interstate Natural Gas

We own (in conjunction with ExxonMobil) and operate the Driver Residue Pipeline, a gas transmission pipeline extending from our Driver processing plant in West Texas approximately 10 miles to points of interconnection with intrastate and interstate natural gas transmission pipelines. We have obtained a certificate of public convenience and necessity from FERC waiving certain of the Commission's tariff and rate regulations. If, however, we receive a *bona fide* request for firm service on the Driver Residue Pipeline from a third party, FERC would reexamine the waivers it has granted us and would require us to file for authorization to offer "open access" transportation under its regulations, which would impose additional costs upon us.

Interstate Liquids

Targa NGL Pipeline Company LLC ("Targa NGL"), Targa Gulf Coast NGL Pipeline LLC ("Targa Gulf Coast"), and Grand Prix Pipeline LLC ("Grand Prix Pipeline") have interstate NGL pipelines that are considered common carrier pipelines subject to regulation by FERC under the Interstate Commerce Act (the "ICA"). Targa Gulf Coast leases from Targa NGL certain pipelines that run between Mont Belvieu, Texas, and Galena Park, Texas and between Mont Belvieu, Texas, and Lake Charles, Louisiana. Each of these pipelines is part of an extensive mixed NGL and purity NGL pipeline receipt and delivery system that provides services to domestic and foreign export customers.

Unless covered by a waiver, as described below, the ICA requires that we maintain tariffs on file with FERC for interstate movements of liquids on our pipelines. Those tariffs set forth the rates we charge for providing transportation services as well as the rules and regulations governing these services. The ICA requires that tariff rates for liquids pipelines, which include crude oil pipelines, refined products pipelines and NGL pipelines, be just and reasonable and non-discriminatory. Many FERC-regulated liquids pipelines, including our pipelines discussed above, use the FERC indexing methodology to change their rates. Pursuant to the FERC indexing methodology, FERC reviews the index formula every five years to determine whether a change in the methodology is required or, if not, to determine the appropriate index for the subsequent five-year period. On July 26, 2024, the D.C. Circuit Court of Appeals vacated a FERC January 2022 Rehearing Order that had reduced the oil pricing index factor for oil pipelines to use for the current five-year period. On September 17, 2024, FERC issued an order reinstating the higher oil pricing index factor and indicated FERC will address additional issues related to the D.C. Circuit Court of Appeal's decision in a subsequent order. On October 1, 2024, Targa filed to revise its rates for Targa NGL, and on October 15, 2024, Targa filed to revise its rates for Targa Gulf Coast and Grand Prix Pipeline, in each case, in accordance with the September 17, 2024, FERC order. The revised rates became effective on November 1, 2024. On October 17, 2024, FERC issued a supplemental notice of proposed rulemaking in which FERC proposed to prospectively adopt the index that was vacated by the D.C. Circuit Court of Appeals and instituted a notice-and-comment process. Subject to a final FERC order following the notice-and-comment period, the lower index of PPI-FG-0.21% may become effective for the remainder of the current five-year period starting from the date of a final FERC order and lasting through June 30, 2026. If the proposed index change becomes effective, then our FERC-regulated liquids pipelines would need to re-file their rates on a prospective basis. The comment period ended on December 20, 2024, with a possible FERC order coming in 2025.

Targa has multiple NGL pipelines that are also considered common carrier pipelines but have qualified for a waiver of applicable FERC regulatory requirements under the ICA based on current circumstances. Additionally, the crude oil pipeline system that is part of the Badlands assets operates under such a waiver, but this waiver is subject to a pending FERC proceeding as described below.

All such waivers are subject to revocation, however, should a particular pipeline's circumstances change. FERC could, either at the request of other entities or on its own initiative, assert that some or all of these pipelines no longer qualify for a waiver. In the event that FERC were to determine that one or more of these pipelines no longer qualified for a waiver, we would likely be required to file a tariff with FERC for the applicable pipeline(s) and delivery point(s), provide a cost justification for the transportation charge, and provide regulated services to all potential shippers without undue discrimination. For example, on December 16, 2022, FERC initiated an investigation and established hearing procedures in FERC Docket No. OR23-2-000 to determine whether Targa's Badlands assets continue to qualify for the waiver of applicable FERC regulatory requirements and whether Targa is providing jurisdictional transportation service on this system. An initial decision was issued by an administrative law judge on March 26, 2024, which found that Targa's Badlands assets no longer qualify for a waiver of FERC regulatory requirements and such assets are providing jurisdictional transportation service. FERC has not yet ruled on the initial decision. If FERC affirms the initial decision, then Targa will be required to file a tariff setting the rates as well as the rules and regulations governing transportation service on these assets.

Tribal Lands

Our intrastate natural gas pipelines in North Dakota are subject to the various regulations of the State of North Dakota. In addition, various federal agencies within the U.S. Department of the Interior, particularly the federal Bureau of Land Management ("BLM"), Office of Natural Resources Revenue (formerly the Minerals Management Service) and the Bureau of Indian Affairs, as well as the

Three Affiliated Tribes, promulgate and enforce regulations pertaining to operations on the Fort Berthold Indian Reservation. Please see “Other State and Local Regulation of Operations” below.

Intrastate Natural Gas

Though our natural gas intrastate pipelines are not subject to regulation by FERC as natural gas companies under the NGA, our intrastate pipelines may be subject to certain FERC-imposed reporting requirements depending on the volume of natural gas purchased or sold in a given year. See “—Regulation of Operations—FERC Market Transparency Rules.”

Our intrastate natural gas pipelines located in Texas are regulated by the Railroad Commission of Texas (the “RRC”) and may be required to have tariffs on file with the RRC. Some of these Texas intrastate pipelines also transport natural gas in interstate commerce pursuant to Section 311 of the Natural Gas Policy Act of 1978 (“NGPA”). Under Sections 311 and 601 of the NGPA, an intrastate pipeline may transport natural gas in interstate commerce without becoming subject to FERC regulation as a “natural-gas company” under the NGA, but must file the terms and conditions of transportation of natural gas under authority of Section 311 with FERC, and these terms and conditions must be “fair and equitable.” Specifically, during 2024, TPL SouthTex Transmission Company LP, Midland-Permian Pipeline LLC, Delaware-Permian Pipeline LLC and Targa SouthTex Mustang Transmission Ltd. provided NGPA Section 311 service. On December 12, 2023, Targa Midland Gas Pipeline LLC, which had previously provided NGPA section 311 service, filed to cancel its Statement of Operating Conditions for Section 311 transportation because it no longer provides NGPA Section 311 service.

Our Louisiana intrastate pipeline, Targa Louisiana Intrastate LLC, and the rates and terms of service on the pipeline may be subject to regulation by the Office of Conservation of the Louisiana Department of Natural Resources (“DNR”).

We also operate natural gas pipelines that extend from the tailgate of our processing plants to interconnections with both intrastate and interstate natural gas pipelines. We believe these pipelines are exempt from FERC’s jurisdiction under the Natural Gas Act under FERC’s “stub” line exemption. Texas and Louisiana have adopted complaint-based regulation of intrastate natural gas transportation activities, which allows natural gas producers and shippers to file complaints with state regulators in an effort to resolve grievances relating to pipeline access and rate discrimination. The rates we charge for intrastate transportation are deemed just and reasonable unless challenged in a complaint. A complaint also can be filed with FERC regarding the rates, terms, and conditions of service on our pipelines providing service pursuant to Section 311 of the NGPA. We cannot predict whether such a complaint will be filed against us in the future. Failure to comply with state or FERC regulations can result in the imposition of administrative, civil and criminal penalties.

Intrastate Liquids

We operate intrastate NGL common carrier pipelines in Texas. Targa Gulf Coast operates pipelines that transport mixed and purity NGL streams between Targa’s Mont Belvieu and Galena Park, Texas facilities and certain third-party facilities. Grand Prix Pipeline and Targa NGL provide transportation of mixed NGLs from points within Texas to other points within Texas, including Mont Belvieu, Texas. Targa SouthTex NGL Pipeline Ltd. operates intrastate NGL pipelines providing services between various points in Nueces, San Patricio and Refugio Counties. Further, we operate crude gathering pipelines in the Permian Basin. With respect to intrastate movements, these pipelines are not subject to FERC regulation, but are subject to rate regulation by the RRC.

Our intrastate NGL pipelines in Louisiana gather mixed NGLs streams that we own from processing plants in Louisiana and deliver such streams to the Gillis and Lake Charles fractionators in Lake Charles, Louisiana. We deliver mixed and purity NGL streams out of our fractionators to and from Targa-owned storage, and to other third-party facilities and pipelines in Louisiana. Additionally, through our 50% ownership interest in Cayenne, we operate the Cayenne pipeline, which transports mixed NGLs from the Venice gas plant in Venice, Louisiana, to an interconnection with a third-party NGL pipeline in Toca, Louisiana. These pipelines are not subject to FERC regulation or rate regulation by the DNR. On May 9, 2019, the Louisiana Public Service Commission (“LPSC”) approved applications to register certain pipelines of Cayenne and Targa Downstream LLC in accordance with the LPSC 2015 General Order, Docket No. R-33390. LPSC regulations require that common carrier pipelines charge rates that are just and reasonable, and not unreasonably discriminatory.

EP Act of 2005

The EP Act of 2005 amended the NGA to add an anti-market manipulation provision which makes it unlawful for any entity to engage in prohibited behavior to be prescribed by FERC, and furthermore provides FERC with additional civil penalty authority. The EP Act of 2005 provides FERC with the power to assess civil penalties up to a maximum amount that is adjusted annually for inflation, which for 2025 equals approximately $1.6 million per violation per day for violations of the NGA or NGPA. The civil penalty provisions are applicable to entities that engage in the sale of natural gas for resale in interstate commerce as well as entities that are otherwise subject to the NGA or NGPA. In 2006, FERC issued Order No. 670 to implement the anti-market manipulation provision of the EP Act of 2005. Order No. 670 does not apply to activities that relate only to intrastate or other non-jurisdictional sales or gathering, but does apply to activities of gas pipelines and storage companies that provide interstate services, as well as otherwise non-jurisdictional entities to the extent the activities are conducted "in connection with" gas sales, purchases or transportation subject to FERC jurisdiction, which includes the annual reporting requirements under a final rule on the annual natural gas transaction reporting requirements, as amended by subsequent orders on rehearing (Order No. 704), and the quarterly reporting requirement under Order No. 735.

FERC Market Transparency Rules

Under Order No. 704, wholesale buyers and sellers of more than 2.2 Bcf of physical natural gas in the previous calendar year, including interstate and intrastate natural gas pipelines, natural gas gatherers, natural gas processors and natural gas marketers, are now required to report, on May 1 of each year, aggregate volumes of natural gas purchased or sold at wholesale in the prior calendar year to the extent such transactions utilize, contribute to, or may contribute to the formation of price indices.

Under Order No. 735, intrastate pipelines providing transportation services under Section 311 of the NGPA and Hinshaw pipelines operating under Section 1(c) of the NGA are required to report on a quarterly basis more detailed transportation and storage transaction information, including: rates charged by the pipeline under each contract; receipt and delivery points and zones or segments covered by each contract; the quantity of natural gas the shipper is entitled to transport, store, or deliver; the duration of the contract; and whether there is an affiliate relationship between the pipeline and the shipper. As currently written, this rule does not apply to our Hinshaw pipelines.

Additional proposals and proceedings that might affect the natural gas industry are pending before Congress, FERC and the courts. We cannot predict the ultimate impact of these or the above regulatory changes to our natural gas operations. We do not believe that we would be affected by any such FERC action materially differently than other midstream natural gas companies with whom we compete.

Other State and Local Regulation of Operations

Our business activities are subject to various state and local laws and regulations, as well as orders of regulatory bodies pursuant thereto, governing a wide variety of matters, including operations, marketing, production, pricing, community right-to-know, protection of the environment, safety, marine traffic and other matters. In addition, the Three Affiliated Tribes promulgate and enforce regulations pertaining to operations on the Fort Berthold Indian Reservation, on which we operate a significant portion of our Badlands gathering and processing assets. The Three Affiliated Tribes is a sovereign nation having the right to enforce certain laws and regulations independent from federal, state and local statutes and regulations. For additional information regarding the potential impact of federal, state, tribal or local regulatory measures on our business, see "Risk Factors—Risks Related to Regulatory Matters."

Environmental and Occupational Health and Safety Matters

Our business operations are subject to numerous environmental and occupational health and safety laws and regulations that may be imposed at the federal, regional, state, tribal and local levels. The activities that we conduct in connection with (i) gathering, compressing, treating, processing, transporting, and purchasing and selling natural gas; (ii) storing, fractionating, treating, transporting, and purchasing and selling NGLs and NGL products, including services to LPG exporters; and (iii) gathering, storing, terminaling, and purchasing and selling crude oil are subject to or may become subject to stringent environmental regulation. We have implemented programs and policies designed to monitor and pursue operation of our pipelines, plants and other facilities in a manner consistent with existing environmental and occupational health and safety laws and regulations, and have incurred and will continue to incur operating and capital expenditures, some of which may be material, to comply with these laws and regulations. Historically, our environmental compliance costs have not had a material adverse effect on our results of operations; however, there can be no assurance that such costs will not be material in the future or that such future compliance will not have a material adverse effect on our business and operational results.

The more significant of these existing environmental and occupational health and safety laws and regulations include the following U.S. legal standards, as amended from time to time:

- the Clean Air Act ("CAA"), which restricts the emission of air pollutants from many sources and imposes various pre-construction, operational, monitoring and reporting requirements, and that the EPA has relied upon as authority for adopting climate change regulatory initiatives relating to greenhouse gas ("GHG") emissions;
- the Federal Water Pollution Control Act, also known as the Clean Water Act, which regulates discharges of pollutants to state and federal waters and establishes the extent to which waterways are subject to federal jurisdiction and rulemaking as protected waters of the United States;
- the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), which imposes liability on generators, transporters, and arrangers of hazardous substances at sites where hazardous substance releases have occurred or are threatening to occur;
- the Resource Conservation and Recovery Act ("RCRA"), which governs the generation, treatment, storage, transport, and disposal of solid wastes, including hazardous wastes;
- the Oil Pollution Act of 1990, which subjects owners and operators of onshore facilities, pipelines and other facilities, as well as lessees or permittees of areas in which offshore facilities are located, that are the site of an oil spill in waters of the United States, to liability for removal costs and damages;
- the Safe Drinking Water Act, which ensures the quality of the nation's public drinking water through adoption of drinking water standards and controlling the injection of waste fluids into below-ground formations that may adversely affect drinking water sources;
- the Endangered Species Act, which restricts activities that may affect federally identified endangered and threatened species or their habitats through the implementation of operating restrictions or a temporary, seasonal, or permanent ban in affected areas;
- the National Environmental Policy Act, which requires federal agencies to evaluate major agency actions having the potential to impact the environment and that may require the preparation of environmental assessments and more detailed environmental impact statements that may be made available for public review and comment; and
- the Occupational Safety and Health Act, which establishes workplace standards for the protection of the health and safety of employees, including the implementation of hazard communications programs designed to inform employees about hazardous substances in the workplace, potential harmful effects of these substances, and appropriate control measures.

These environmental and occupational health and safety laws and regulations generally restrict the level of substances generated as a result of our operations that may be emitted to ambient air, discharged to surface water, and disposed or released to surface and below-ground soils and ground water. Additionally, there exist tribal, state and local jurisdictions in the United States where we operate that also have, or are developing or considering developing, similar environmental and occupational health and safety laws and regulations governing many of these same types of activities. Any failure by us to comply with these laws and regulations may result in the assessment of sanctions, including administrative, civil, and criminal fines or penalties; the imposition of investigatory, remedial, and corrective action obligations or the incurrence of capital expenditures; the occurrence of restrictions, delays or cancellations in the permitting, development or expansion of projects; and the issuance of injunctions restricting or prohibiting some or all of our activities in a particular area. Certain environmental laws also provide for citizen suits, which allow environmental organizations to act in place of the government and sue operators for alleged violations of environmental law. The ultimate financial impact arising from environmental laws and regulations is neither clearly known nor determinable as existing standards are subject to change and new standards continue to evolve.

We own, lease and/or operate numerous properties that have been used for crude oil and natural gas midstream services for many years. Additionally, some of our properties have been operated by third parties or by previous owners or operators whose treatment and disposal of hazardous substances, wastes, or petroleum hydrocarbons was not under our control. Under environmental laws such as CERCLA and RCRA, we could incur strict joint and several liability for remediating hydrocarbons, hazardous substances or wastes disposed of or released by us or prior owners or operators. We also could incur costs related to the clean-up of third-party sites to which we sent regulated substances for disposal or to which we sent equipment for cleaning, and for damages to natural resources or other claims related to releases of regulated substances at or from such third-party sites.

Over time, the trend in environmental and occupational health and safety regulation is to typically place more restrictions and limitations on activities that may adversely affect the environment or expose workers to injury and thus, any changes in environmental or occupational health and safety laws and regulations or reinterpretation of enforcement policies that may arise in the future and result in more stringent or costly waste management or disposal, pollution control, remediation or occupational health and safety-related requirements could have a material adverse effect on our business, results of operations and financial position. We may not have insurance or be fully covered by insurance against all environmental and occupational health and safety risks, and we may be unable to pass on increased compliance costs arising out of such risks to our customers. We review regulatory and environmental issues as they pertain to us and we consider regulatory and environmental issues as part of our general risk management approach. For more information on environmental and occupational health and safety matters, see the following Risk Factors under Part I, Item 1A. of this Form 10-K: *"Our operations are subject to environmental laws and regulations and a failure to comply or an accidental release into the environment may cause us to incur significant costs and liabilities," "We could incur significant costs in complying with stringent occupational safety and health requirements," "Laws, regulations and executive orders limiting hydraulic fracturing activities could result in restrictions, delays or cancellations in drilling and completing new oil and natural gas wells by our customers, which could adversely impact our revenues by decreasing the volumes of natural gas, NGLs or crude oil through our facilities and reducing the utilization of our assets," "Our and our customers' operations are subject to a number of risks arising out of the threat of climate change, including the potential for increasingly stringent regulations for methane and other GHG emissions from the oil and gas sectors, that could result in increased operating costs, limit the areas in which oil and natural gas production may occur, and reduce demand for the products and services we provide, and reduce our or our customer's ability to access capital," and "Stakeholder and market attention to sustainability matters and disclosure obligations may impact our business."*

Pipeline Safety Matters

Many of our natural gas, NGL and crude oil pipelines are subject to regulation by the federal Pipeline and Hazardous Materials Safety Administration ("PHMSA"), an agency of the U.S. Department of Transportation ("DOT"), under the Natural Gas Pipeline Safety Act of 1968, as amended ("NGPSA"), with respect to natural gas, and the Hazardous Liquids Pipeline Safety Act of 1979, as amended ("HLPSA"), with respect to crude oil, NGLs and condensates. The NGPSA and HLPSA govern the design, installation, testing, construction, operation, replacement and management of natural gas, crude oil, NGL and condensate pipeline facilities. Pursuant to these acts, PHMSA has promulgated regulations requiring pipeline operators to develop and implement integrity management programs to comprehensively evaluate certain relatively higher risk areas, known as high consequence areas ("HCAs") and moderate consequence areas ("MCAs"), along pipelines and take additional safety measures to protect people and property in these areas. Recently, PHMSA finalized adjustments to the repair criteria for pipelines in HCAs, created new criteria for pipelines in non-HCAs, and strengthened integrity management assessment requirements. Various states have also adopted regulations, similar to existing PHMSA regulations for, and may have established agencies analogous to PHMSA to regulate, intrastate gathering and transmission lines. We currently estimate an average annual cost of approximately $12 million between 2025 and 2027 to continue our pipeline integrity management program inspections along certain segments of our natural gas and hazardous liquids pipelines. This estimate also includes the costs, if any, of repair, remediation, or preventative and mitigative actions that may be determined to be necessary as a result of the discovery of conditions during the ongoing inspection program. Additional unforeseen costs for repair, remediation, or preventative and mitigative actions could be material. At this time, we cannot predict the ultimate cost of compliance with applicable pipeline integrity management regulations, as the cost will vary significantly depending on the number and extent of any repairs found to be necessary as a result of the pipeline integrity inspections. Historically, our pipeline safety compliance costs have not had a material adverse effect on our results of operations; however, there can be no assurance that such costs will not be material in the future or that such future compliance will not have a material adverse effect on our business, financial condition or results of operations. See Risk Factor *"We may incur significant costs and liabilities resulting from performance of pipeline testing integrity programs and related repairs as well as from initiatives relating to pipeline safety that require the use of new or more stringent safety controls or result in more rigorous enforcement of applicable legal requirements."* under Item 1A. of this Form 10-K for further discussion on pipeline safety standards, including integrity management requirements.

Title to Properties and Rights of Way

Our real property falls into two categories: (i) parcels that we own in fee and (ii) parcels in which our interest derives from leases, easements, rights of way, permits or licenses from landowners or governmental authorities permitting the use of such land for our operations. Portions of the land on which our plants and other major facilities are located are owned by us in fee title and we believe that we have satisfactory title to these lands. The remainder of the land on which our plant sites and major facilities are located are held by us pursuant to ground leases or easements between us, as lessee or grantee, and the fee owner of the lands, as lessors or grantors. We and our predecessors have leased or held easements on these lands for many years without any material challenge known to us relating to the title to the land upon which the assets are located, and we believe that we have satisfactory leasehold or easement estates to such lands. We have no knowledge of any challenge to the underlying fee title of any material lease, easement, rights of way, permit, lease or license, and we believe that we have satisfactory title to all of our material leases, easements, rights of way, permits, leases and licenses.

Corporation Tax Matters

As of December 31, 2024, Internal Revenue Service (the "IRS") examinations are currently in process for the 2019, 2020 and 2022 taxable years of certain wholly-owned and consolidated subsidiaries that are treated as partnerships for U.S. federal income tax purposes. We are responding to information requests from the IRS with respect to these audits. We do not expect there to be any audit adjustments that would materially change our taxable income.

Federal statutes of limitations for returns filed in 2021 (for calendar year 2020) have expired. The 2019 returns under examination have a statute extension to December 2025. The statute of limitations expired on substantially all 2020 state income tax returns that were filed prior to October 15, 2021. For Texas, the statute of limitations has expired for 2020 returns (for calendar year 2019). However, tax authorities could review and adjust carryover attributes (e.g., net operating losses ("NOLs")) generated in a closed tax year if utilized in an open tax year.

On August 16, 2022, President Biden signed into law the Inflation Reduction Act of 2022 (the "IRA") which, among other things, introduced a corporate alternative minimum tax (the "CAMT"), imposed a 1% excise tax on stock buybacks, and provided tax incentives to promote clean energy. Under the CAMT, a 15% minimum tax will be imposed on certain financial statement income of "applicable corporations." The IRA treats a corporation as an applicable corporation in any taxable year in which the "average annual adjusted financial statement income" of such corporation for the three taxable year period ending prior to such taxable year exceeds $1 billion.

The U.S. Department of the Treasury and the IRS have issued guidance on the application of the CAMT, including proposed regulations issued in September 2024, which may be relied upon until final regulations are released. Based on our interpretation of the IRA, the CAMT and related guidance, and several operational, economic, accounting and regulatory assumptions, we are currently not an "applicable corporation", but we are likely to become one in a subsequent year, potentially as early as 2026. If we become an applicable corporation and our CAMT liability is greater than our regular U.S. federal income tax liability for any particular tax year, the CAMT liability would effectively accelerate our future U.S. federal income tax obligations, reducing our cash available for distribution in that year, but provide an offsetting credit against our regular U.S. federal income tax liability for the future. As a result, our current expectation is that the impact of the CAMT is limited to timing differences in future tax years. Given the complexities of the IRA, CAMT and the possibility that CAMT will be reduced or eliminated by the new Presidential administration, we will continue to monitor and evaluate the potential future impact to our financial statements.

Financial Information by Reportable Segment

See "Segment Information" included under Note 22 of the "Consolidated Financial Statements" for a presentation of financial results by reportable segment and see "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations—By Reportable Segment" for a discussion of our financial results by segment.

Available Information

We make certain filings with the SEC, including our Annual Report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and all amendments and exhibits to those reports. We make such filings available free of charge through our website, *http://www.targaresources.com*, as soon as reasonably practicable after they are filed with the SEC. Our press releases and recent analyst presentations are also available on our website. The SEC also maintains an internet website at *http://www.sec.gov* that contains reports, proxy and information statements and other information regarding issuers, including us, that file electronically with the SEC. The information contained on the websites referenced in this Annual Report on Form 10-K is not incorporated herein by reference.

Item 1A. Risk Factors

The nature of our business activities subjects us to certain hazards and risks. You should consider carefully the following risk factors together with all the other information contained in this report. If any of the following risks were to occur, then our business, financial condition, cash flows and results of operations could be materially adversely affected.

Summary Risk Factors

Risks Related to our Results of Operations

- Our cash flow is affected by supply and demand for natural gas, NGL products and crude oil and by natural gas, NGL, crude oil and condensate prices, and decreases in commodity prices and/or activity levels could adversely affect our results of operations and financial condition.
- A reduction in demand for NGL products by the petrochemical, refinery or other industries or by the fuel or export markets, or a significant increase in NGL product supply relative to this demand, could materially adversely affect our business, results of operations and financial condition.
- The natural decline in production in our operating regions and in other regions from which we source NGL supplies means our long-term success depends on our ability to obtain new sources of supplies of natural gas, NGLs and crude oil, which depends on certain factors beyond our control. Any decrease in supplies of natural gas, NGLs or crude oil could adversely affect our business and operating results.
- Our industry is highly competitive and increased competitive pressure could adversely affect our business and operating results.
- We operate in areas of high industry activity, which may affect our ability to hire, train or retain qualified personnel needed to manage and operate our business.
- If third-party pipelines and other facilities interconnected to our natural gas and crude oil gathering systems, terminals and processing facilities or to our NGL pipelines, fractionators and storage facilities become partially or fully unavailable to transport natural gas, NGLs and crude oil, our revenues could be adversely affected.
- We typically do not obtain independent evaluations of natural gas or crude oil reserves dedicated to our gathering pipeline systems; therefore, volumes on our systems in the future could be less than we anticipate.
- We do not own most of the land on which our pipelines, terminals and compression facilities are located, which could disrupt our operations.
- If we lose any of our named executive officers, our business may be adversely affected.
- Weather events may damage our pipelines and other facilities, limit our ability or increase the costs to operate our business and adversely impact our customers on whom we rely on for throughput as well as third party vendors from whom we receive goods, which developments could cause us to incur significant costs and adversely affect our business, results of operations and financial condition.
- Our business involves many hazards and operational risks, some of which may not be insured or fully covered by insurance. If a significant accident or event occurs for which we are not fully insured, if we fail to recover all anticipated insurance proceeds for significant accidents or events for which we are insured, or if we fail to rebuild facilities damaged by such accidents or events, our operations and financial results could be adversely affected.
- Unexpected volume changes due to production variability or to gathering, plant or pipeline system disruptions may increase our exposure to commodity price movements.
- Portions of our pipeline systems may require increased expenditures for maintenance and repair owing to the age of some of our systems, which expenditures or resulting loss of revenue due to pipeline age or condition could have a material adverse effect on our business and results of operations.
- Terrorist attacks and the threat of terrorist attacks have resulted in increased costs to our business. Continued global and domestic hostilities may adversely impact our results of operations.
- We face opposition to operation and expansion of our pipelines and facilities from various individuals and groups.
- We may incur significant costs and liabilities resulting from performance of pipeline integrity testing programs and related repairs, as well as from initiatives relating to pipeline safety that require the use of new or more stringent safety controls or result in more rigorous enforcement of applicable legal requirements.
- We are subject to cybersecurity risks. A cyber incident could occur and result in information theft, data corruption, operational disruption, disclosure of business sensitive, confidential or personally identifiable information, misdirected wire transfers, reputational harm, and financial loss.
- The widespread outbreak of illnesses or any other public health crises that impacts operations and/or the global demand for energy commodities may have material adverse effects on our business, financial position, results of operations and/or cash flows.

Risks Related to our Capital Projects and Future Growth

- Our expansion or modification of existing assets or the construction of new assets may not result in revenue increases and are subject to regulatory, environmental, political, legal and economic risks, which could adversely affect our results of operations and financial condition.
- If we do not develop growth projects and/or make acquisitions for expanding existing assets or constructing new assets on economically acceptable terms, or fail to efficiently and effectively integrate developed or acquired assets with our asset base, our future growth will be limited. In addition, any acquisitions we complete are subject to substantial risks that could adversely affect our financial condition and results of operations and reduce our ability to pay dividends to stockholders. In addition, we may not achieve the expected results of any acquisitions and any adverse conditions or developments related to such acquisitions may have a negative impact on our operations and financial condition.
- We may be unable to cause our joint ventures to take or not to take certain actions unless some or all of our joint venture participants agree.

Risks Related to our Financial Condition

- If we fail to maintain an effective system of internal controls, we may not be able to accurately report our financial results or prevent fraud. In addition, potential changes in accounting standards might cause us to revise our financial results and disclosure in the future.
- We are exposed to credit risks of our customers, and any material nonpayment or nonperformance by our key customers could adversely affect our cash flow and results of operations.
- Inflationary issues and associated changes in monetary policy have resulted in and may result in additional increases to the cost of our goods, services and personnel, which in turn cause our capital expenditures and operating costs to rise.
- Changes in future business conditions could have a negative impact on the demand for our services and could cause recorded long-lived assets to become further impaired, and our financial condition and results of operations could suffer if there is a negative impact on the demand for our services and an additional impairment of long-lived assets.
- Our hedging activities may not be effective in reducing the variability of our cash flows and may, in certain circumstances, increase the variability of our cash flows. Moreover, our hedges may not fully protect us against volatility in basis differentials. Finally, the percentage of our expected equity commodity volumes that are hedged decreases substantially over time.
- If we fail to balance our purchases and sales of the commodities we handle, our exposure to commodity price risk will increase.
- The amounts we pay in dividends may vary from anticipated amounts and circumstances may arise that lead to conflicts between using funds to pay anticipated dividends or to invest in our business.
- Our future tax liability may be greater than expected if our NOL carryforwards are limited, we do not generate expected deductions, tax authorities successfully challenge certain of our tax positions or from changes in tax laws.
- Changes in tax laws or the interpretation thereof or the imposition of new or increased taxes may adversely affect our financial condition, results of operations and cash flows.
- Derivatives legislation and its implementing regulations could have a material adverse effect on our ability to use derivative instruments to reduce the effect of commodity price, interest rate and other risks associated with our business.

Risks Related to the Ownership of our Common Stock

- Future sales of our common stock could lower our stock price, and any additional capital raised by us through the sale of equity or convertible securities may dilute your ownership in us.
- Our amended and restated certificate of incorporation and amended and restated bylaws, as well as Delaware law, contain provisions that could discourage acquisition bids or merger proposals, which may adversely affect the market price of our common stock.
- We may issue preferred stock whose terms could adversely affect the voting power or value of our common stock.

Risks Related to our Indebtedness

- Increases in interest rates, due to associated Federal Reserve policies or otherwise, could adversely affect our cost of capital, which could increase our funding costs and reduce the overall profitability of our business.
- We have a substantial amount of indebtedness which may adversely affect our financial position and we may still be able to incur substantially more debt, which could collectively increase the risks associated with compliance with our financial covenants.
- The terms of our debt agreements may restrict our current and future operations, particularly our ability to respond to changes in business or to take certain actions, including to pay dividends to our stockholders.

Risks Related to Regulatory Matters

- Our and our customers' operations are subject to a number of risks arising out of the threat of climate change, including the potential for increasingly stringent regulations for methane and other GHG emissions from the oil and gas sector, that could result in increased operating costs, limit the areas in which oil and natural gas production may occur, reduce demand for the products and services we provide, and reduce our or our customers' ability to access capital.
- Stakeholder and market attention to sustainability matters and disclosure obligations may impact our business.
- We could incur significant costs in complying with more stringent occupational safety and health requirements.
- State laws and regulations limiting hydraulic fracturing activities could result in restrictions, delays or cancellations in drilling and completing new oil and natural gas wells by our customers, which could adversely impact our revenues by decreasing the volumes of natural gas, NGLs or crude oil through our facilities and reducing the utilization of our assets.
- Our operations are subject to environmental laws and regulations and a failure to comply or an accidental release into the environment may cause us to incur significant costs and liabilities.
- A change in the jurisdictional characterization of some of our assets by federal, state, tribal or local regulatory agencies or a change in policy by those agencies may result in increased regulation of our assets, which may (i) cause our revenues to decline and operating expenses to increase or (ii) delay or increase the cost of expansion projects.
- Should we fail to comply with all applicable FERC-administered statutes, rules, regulations and orders, we could be subject to substantial penalties and fines.
- We are subject to cybersecurity and data privacy laws and regulations, and we may become subject to litigation and directives relating to our processing of personal information.

Risks Related to our Results of Operations

Our cash flow is affected by supply and demand for natural gas, NGL products and crude oil and by natural gas, NGL, crude oil and condensate prices, and decreases in commodity prices and/or activity levels could adversely affect our results of operations and financial condition.

Our operations can be affected by the level of natural gas, NGL and crude oil prices and the relationship between these prices. The prices of natural gas, NGLs and crude oil have been historically volatile, and we expect this volatility to continue which impacts production activity levels. Our future cash flows may be materially adversely affected if we experience significant, prolonged price deterioration that also decreases production activity levels in our areas of operation. The markets and prices for natural gas, NGLs and crude oil depend upon factors beyond our control. These factors include supply and demand for these commodities, which fluctuates with changes in market and economic conditions, and other factors, including:

- the impact of seasonality and weather, including severe weather conditions and other natural disasters, such as flooding, droughts and winter storms, the frequency, severity and impact of which could be increased by the effects of climate change;
- general economic conditions and economic conditions impacting our primary markets, including the impact of proposed tariffs, inflation and increases in interest rates and associated changes in monetary policy;
- the economic conditions of our customers;
- the level of domestic crude oil and natural gas production and consumption;
- the availability of imported natural gas, liquefied natural gas, NGLs and crude oil;
- actions taken by major foreign oil and gas producing nations;
- the availability of local, intrastate and interstate transportation systems and storage for residue natural gas and NGLs;
- the availability of domestic storage for crude oil;
- the availability and marketing of competitive fuels and/or feedstocks;
- the impact of energy conservation efforts, including the promotion of the transition to a low carbon economy;
- stockholder activism and activities by non-governmental organizations to limit certain sources of funding for the energy sector or restrict the exploration, development and production of crude oil and natural gas; and
- the extent and nature of governmental regulation and taxation, including those related to the prorationing of oil and gas production.

Our commercial agreements across our Gathering and Processing and Logistics and Transportation businesses with our customers are predominantly fee-based arrangements, whereby we charge a fee for unit of throughput. Some of the commercial agreements in our natural gas gathering and processing business are percent-of-proceeds arrangements that expose us to commodity price risk. Certain of these have commodity price protection features. Under our percentage-of-proceeds arrangements, we generally process natural gas from producers and remit to the producers an agreed percentage of the proceeds from the sale of residue gas and NGL products at market prices or a percentage of residue gas and NGL products at the tailgate of our processing facilities. In some percent-of-proceeds arrangements, we remit to the producer a percentage of an index-based price for residue gas and NGL products, less agreed adjustments, rather than remitting a portion of the actual sales proceeds. Under these types of arrangements, our revenues and cash flows increase or decrease, whichever is applicable, as the prices of natural gas, NGLs and crude oil fluctuate, to the extent our exposure to these prices is unhedged. See “Item 7A. Quantitative and Qualitative Disclosures About Market Risk.”

A reduction in demand for NGL products by the petrochemical, refinery or other industries or by the fuel or export markets, or a significant increase in NGL product supply relative to this demand, could materially adversely affect our business, results of operations and financial condition.

The NGL products we produce have a variety of applications, including heating fuels, petrochemical feedstocks and refining blend stocks. A reduction in demand for NGL products, whether because of general or industry-specific economic conditions, government

regulations, global competition, reduced demand by consumers for products made with NGL products (for example, reduced petrochemical demand observed due to lower activity in the automobile and construction industries), reduced demand for propane or butane exports whether for price or other reasons, increased competition from petroleum-based feedstocks due to pricing differences, mild winter weather for some NGL applications or other reasons, could result in a decline in the volume of NGL products we handle or reduce the fees we charge for our services. Also, increased supply of NGL products could reduce the value of NGLs handled by us and reduce the margins realized. Our NGL products and their demand are affected as follows:

Ethane. Ethane is typically supplied as purity ethane and as part of an ethane-propane mix. Ethane is primarily used in the petrochemical industry as feedstock for ethylene, one of the basic building blocks for a wide range of plastics and other chemical products. Although ethane is typically extracted as part of the mixed NGL stream at gas processing plants, if natural gas prices increase significantly in relation to NGL product prices or if the demand for ethylene falls, it may be more profitable for natural gas processors to leave the ethane in the natural gas stream, thereby reducing the volume of NGLs delivered for fractionation and marketing.

Propane. Propane is used as a petrochemical feedstock in the production of ethylene and propylene, as a heating, engine and industrial fuel, and in agricultural applications such as crop drying. Changes in demand for ethylene and propylene could adversely affect demand for propane. The demand for propane as a heating fuel is significantly affected by weather conditions. The volume of propane sold is increasingly driven by international exports supplying a growing global demand for the product. Domestically in the U.S., propane is at its highest during the six-month peak heating season of October through March. Demand for our propane may be reduced during periods of slow global economic growth and warmer-than-normal weather.

Normal Butane. Normal butane is used in the production of isobutane, as a refined petroleum product blending component, as a fuel gas (either alone or in a mixture with propane) and in the production of ethylene and propylene. Changes in the composition of refined petroleum products resulting from governmental regulation, changes in feedstocks, products and economics, and demand for heating fuel, ethylene and propylene could adversely affect demand for normal butane. The volume of butane sold is increasingly driven by international exports supplying a growing demand for the product.

Isobutane. Isobutane is predominantly used in refineries to produce alkylates to enhance octane levels. Accordingly, any action that reduces demand for motor gasoline or demand for isobutane to produce alkylates for octane enhancement might reduce demand for isobutane.

Natural Gasoline. Natural gasoline is used as a blending component for certain refined petroleum products and as a feedstock used in the production of ethylene and propylene. Changes in the mandated composition of motor gasoline resulting from governmental regulation, and in demand for ethylene and propylene, could affect demand for natural gasoline.

NGLs and products produced from NGLs also compete with products from global markets. Any reduced demand or increased supply for ethane, propane, normal butane, isobutane or natural gasoline in the markets we access for any of the reasons stated above could adversely affect both demand for the services we provide and NGL prices, which could negatively impact our results of operations and financial condition.

The natural decline in production in our operating regions and in other regions from which we source NGL supplies means our long-term success depends on our ability to obtain new sources of supplies of natural gas, NGLs and crude oil, which depends on certain factors beyond our control. Any decrease in supplies of natural gas, NGLs or crude oil could adversely affect our business and operating results.

Our gathering systems are connected to crude oil and natural gas wells from which production will naturally decline over time, which means that the cash flows associated with these sources of natural gas and crude oil will likely also decline over time. Our logistics assets are similarly impacted by declines in NGL supplies in the regions in which we operate as well as other regions from which we source NGLs. To maintain or increase throughput levels on our gathering systems and the utilization rate at our processing plants and our treating and fractionation facilities, we must continually obtain new natural gas, NGL and crude oil supplies. A material decrease in natural gas or crude oil production from producing areas on which we rely, as a result of depressed commodity prices or otherwise, could result in a decline in the volume of natural gas or crude oil that we gather and process, NGLs that we transport or NGL products delivered to our fractionation facilities. Our ability to obtain additional sources of natural gas, NGLs and crude oil depends, in part, on the level of successful drilling and production activity near our gathering systems and, in part, on the level of successful drilling and production in other areas from which we source NGL and crude oil supplies. We have no control over the level of such activity in the areas of our operations, the amount of reserves associated with the wells or the rate at which production from a well will decline. In addition, we have no control over producers or their drilling, completion or production decisions, which are affected by, among other things, prevailing and projected energy prices, demand for hydrocarbons, the level of reserves, geological considerations, governmental regulations, the availability of drilling rigs, other production and development costs and the availability and cost of capital.

Fluctuations in energy prices can greatly affect production rates and investments by third parties in the development of new oil and natural gas reserves. Even if new natural gas or crude oil reserves are discovered in areas served by our assets, producers may choose not to develop those reserves. In response to depressed commodity prices, operators may engage in curtailment or shut-ins or substantially reduce their estimated capital expenditures, rig count and completion crews. Reductions in exploration and production activity, competitor actions or shut-ins by producers in the areas in which we operate may prevent us from obtaining supplies of natural gas or crude oil to replace the natural decline in volumes from existing wells, which could result in reduced volumes through our facilities and reduced utilization of our gathering, treating, processing, transportation and fractionation assets.

Our industry is highly competitive and increased competitive pressure could adversely affect our business and operating results.

We compete with similar enterprises in our respective areas of operation. Some of our competitors are large crude oil, natural gas and NGL companies that have greater financial resources and access to supplies of natural gas, NGLs and crude oil than we do. Some of these competitors may expand or construct gathering, processing, storage, terminaling and transportation systems that would create additional competition for the services we provide to our customers. In addition, customers who are significant producers of natural gas may develop their own gathering, processing, storage, terminaling and transportation systems in lieu of using those operated by us. Our ability to renew or replace existing contracts with our customers at rates sufficient to maintain current revenues and cash flows could be adversely affected by the activities of our competitors and our customers. All of these competitive pressures could have a material adverse effect on our business, results of operations and financial condition.

We operate in areas of high industry activity, which may affect our ability to hire, train or retain qualified personnel needed to manage and operate our business.

We operate in areas in which industry activity has increased rapidly. As a result, demand for qualified personnel in these areas, particularly those related to our Permian and Badlands assets, and the cost to attract and retain such personnel, has increased over the past few years due to competition, and may increase substantially in the future. Moreover, our competitors may be able to offer better compensation packages to attract and retain qualified personnel than we are able to offer.

Any delay or inability to secure the personnel necessary for us to continue or complete our current and planned development projects, or any significant increases in costs with respect to the hiring, training or retention of qualified personnel, could have a material adverse effect on our business, financial condition and results of operations.

If third-party pipelines and other facilities interconnected to our natural gas and crude oil gathering systems, terminals and processing facilities or to our NGL pipelines, fractionators and storage facilities become partially or fully unavailable to transport natural gas, NGLs and crude oil, our revenues could be adversely affected.

We depend upon third-party pipelines, storage and other facilities that provide delivery options to and from our gathering and processing facilities and our NGL pipelines, fractionators and storage facilities. Since we do not own or operate these pipelines or other facilities, their continuing operation in their current manner is not within our control. If any of these third-party facilities become partially or fully unavailable, or if the quality specifications for their facilities change so as to restrict our ability to utilize them, our revenues could be adversely affected.

We typically do not obtain independent evaluations of natural gas or crude oil reserves dedicated to our gathering pipeline systems; therefore, volumes on our systems in the future could be less than we anticipate.

We typically do not obtain independent evaluations of natural gas or crude oil reserves connected to our gathering systems due to the unwillingness of producers to provide reserve information as well as the cost of such evaluations. Accordingly, we do not have independent estimates of total reserves dedicated to our gathering systems or the anticipated life of such reserves. If the total reserves or estimated life of the reserves connected to our gathering systems is less than we anticipate and we are unable to secure additional sources of supply, then the volumes of natural gas or crude oil transported on our gathering systems in the future could be less than we anticipate. A decline in the volumes on our systems could have a material adverse effect on our business, results of operations and financial condition.

We do not own most of the land on which our pipelines, terminals and compression facilities are located, which could disrupt our operations.

We do not own most of the land on which our pipelines, terminals and compression facilities are located, and we are therefore subject to the possibility of more onerous terms and/or increased costs to retain necessary land use if we do not have valid rights of way or leases or if such rights of way or leases lapse or terminate. We sometimes obtain the rights to land owned by third parties and governmental agencies for a specific period of time. Additionally, the federal Tenth Circuit Court of Appeals has held that tribal

ownership of even a very small fractional interest in an allotted land, that is, tribal land owned or at one time owned by an individual Indian landowner, bars condemnation of any interest in the allotment. Consequently, the inability to condemn such allotted lands under circumstances where an existing pipeline rights of way may soon lapse or terminate serves as an additional impediment for pipeline operators. We cannot guarantee that we will always be able to renew existing rights of way or obtain new rights of way without experiencing significant costs. Any loss of rights with respect to our real property, through our inability to renew rights of way contracts or leases, or otherwise, could cause us to cease operations on the affected land, increase costs related to continuing operations elsewhere and reduce our revenue.

If we lose any of our named executive officers, our business may be adversely affected.

Our success is dependent upon the efforts of our named executive officers. Our named executive officers are responsible for executing our business strategies. There is substantial competition for qualified personnel in the midstream oil and gas industry. We may not be able to retain our existing named executive officers or fill new positions or vacancies created by expansion or turnover. We have not entered into employment agreements with any of our named executive officers. In addition, we do not maintain “key man” life insurance on the lives of any of our named executive officers. A loss of one or more of our named executive officers could harm our business and prevent us from implementing our business strategies.

Weather events may damage our pipelines and other facilities, limit our ability or increase the costs to operate our business and adversely impact our customers on whom we rely on for throughput as well as third party vendors from whom we receive goods, which developments could cause us to incur significant costs and adversely affect our business, results of operations and financial condition.

Weather events in the areas in which we or our customers operate can cause disruptions and in some cases suspension of our operations and development activities. For example, unseasonably wet weather, extended periods of below freezing weather, or hurricanes, among other disruptive weather patterns, may cause a loss of throughput from temporary cessation of activities or lost, damaged or ineffective equipment. Our planning for normal climatic variation, insurance programs and emergency recovery plans may inadequately mitigate the effects of such weather conditions, and not all such effects can be predicted, eliminated or insured against. Potential climatic changes may have significant physical effects, such as increased frequency and severity of storms, floods, droughts, extreme temperatures, wildfires and wintry conditions and could have an adverse effect on our infrastructure or continued operations as well as the operations of our oil and gas exploration and production customers that deliver natural gas to us for processing and throughput, our third party vendors that supply us with goods, utilities necessary for our, our suppliers’, or our customers’ continued operations, and third party insurance providers that make insuring products available to defray our costs or offset any damages and losses we incur. Any unusual or prolonged severe weather events or increased frequency thereof, such as freezing weather or rain, earthquakes, hurricanes, droughts, extreme temperatures, wildfires or floods in our oil and gas exploration and production customers’ or our third party vendors’ areas of operations or markets, whether due to climatic change or otherwise, could have a material adverse effect on our business, results of operations and financial condition.

Our operations along the Gulf Coast, in offshore waters and at major river crossings in particular could be adversely impacted by changing climatic conditions, as rising sea levels, subsidence and erosion are potential causes for serious damage to our pipelines and other facilities, which could affect our ability to provide services. These damages could result in leakage, migration, releases or spills from our operations to surface or subsurface soils, surface water, groundwater or to the Gulf of Mexico and could result in liability, remedial obligations or otherwise have a negative impact on continued operations. Additionally, rising sea levels, subsidence and erosion processes could impact our oil and gas exploration and production customers who operate along the Gulf Coast, and they may be unable to utilize our services. Adverse climatic impacts, whether inland or along the coast or offshore, could also affect our third-party suppliers, which could limit their ability to provide us with the necessary products and services enabling us to maintain operation of our pipelines and other facilities. As a result, we may incur significant costs to repair, preserve or make more efficient our pipeline infrastructure and other facilities. Such costs could adversely affect our business, financial condition, results of operations and cash flows.

Moreover, we could incur significant costs to weatherize or upgrade weatherization of our facility equipment in anticipation of future weather events. For example, following Texas Governor Greg Abbott’s direction to adopt rules related to weather resiliency, in August 2022, the Texas Railroad Commission adopted the Weather Emergency Preparedness Standards rule, which requires critical gas facilities on the state’s Electricity Supply Chain Map (including gas pipelines that directly serve electricity generation) to (i) weatherize to help ensure sustained operations during a weather emergency, (ii) correct known issues that caused weather-related forced stoppages and (iii) contact the Texas Railroad Commission if a facility sustains a weather-related forced stoppage during a weather emergency. If we are required to further weatherize or update weatherization of certain facilities, we may incur significant costs to complete any additional weatherization. Additionally, issues beyond our control, such as grid reliability or the severity of any such weather event, might undermine any winterization or emergency weather preparedness efforts we make. Furthermore, our operations in western Texas and New Mexico may be sensitive to drought and restrictions on water use.

Our business involves many hazards and operational risks, some of which may not be insured or fully covered by insurance. If a significant accident or event occurs for which we are not fully insured, if we fail to recover all anticipated insurance proceeds for significant accidents or events for which we are insured, or if we fail to rebuild facilities damaged by such accidents or events, our operations and financial results could be adversely affected.

Our operations are subject to many hazards inherent in gathering, compressing, treating, processing, transporting, purchasing and selling natural gas; transporting, storing, fractionating, treating and purchasing and selling NGLs and NGL products, including services to LPG exporters; and gathering, storing, terminaling and purchasing and selling crude oil, including:

- damage to pipelines and plants, related equipment and surrounding properties caused by hurricanes, earthquakes, tornadoes, floods, fires, extreme temperatures, and other natural disasters, explosions, cyberattacks, and acts of terrorism;
- inadvertent damage from third parties, including from motor vehicles and construction, farm or utility equipment;
- damage that is the result of our negligence or any of our employees' negligence;
- leaks of natural gas, NGLs, crude oil and other hydrocarbons or losses of natural gas or NGLs as a result of the malfunction of equipment or facilities;
- spills or other unauthorized releases of natural gas, NGLs, crude oil, other hydrocarbons or waste materials that contaminate the environment, including soils, surface water and groundwater, and otherwise adversely impact natural resources; and
- other hazards that could also result in personal injury, loss of life, pollution and/or suspension of operations.

These risks could result in substantial losses due to personal injury, loss of life, severe damage to and destruction of property and equipment, and pollution or other environmental or natural resource damage, and may result in delay, curtailment or suspension of our related operations. A natural disaster or other hazard affecting the areas in which we operate could have a material adverse effect on our operations. We are not fully insured against all risks inherent to our business. Additionally, while we are insured against pollution resulting from environmental accidents that occur on a sudden and accidental basis, we may not be insured against all environmental accidents that might occur, some of which may result in toxic tort claims. If a significant accident or event occurs that is not fully insured, if we fail to recover all anticipated insurance proceeds for significant accidents or events for which we are insured, or if we fail to rebuild facilities damaged by such accidents or events, our operations and financial condition could be adversely affected. In addition, we may not be able to maintain or obtain insurance of the type and amount we desire at reasonable rates. As a result of market conditions, premiums and deductibles for certain of our insurance policies have increased substantially, and could escalate further. For example, following the occurrence of severe hurricanes along the U.S. Gulf Coast, insurance premiums, deductibles and co-insurance requirements increased substantially, and terms were generally less favorable than terms that could be obtained prior to such hurricanes, with some coverage unavailable at any cost. Further, due to the impacts of recent weather events, certain major insurance companies are either reducing, or no longer offering, certain coverages in Texas, among other states. If a significant accident or event occurs for which we are not fully insured or if we fail to acquire insurance for certain of our operations generally, our operations and financial results could be adversely affected.

Unexpected volume changes due to production variability or to gathering, plant or pipeline system disruptions may increase our exposure to commodity price movements.

We sell processed natural gas at plant tailgates or at pipeline pooling points. Sales made to natural gas marketers and end-users may be interrupted by disruptions to volumes anywhere along the system. We attempt to balance sales with volumes supplied from processing operations, but unexpected volume variations due to production variability or to gathering, plant or pipeline system disruptions may expose us to volume imbalances, which, in conjunction with movements in commodity prices, could materially impact our income from operations and cash flow.

Portions of our pipeline systems may require increased expenditures for maintenance and repair owing to the age of some of our systems, which expenditures or resulting loss of revenue due to pipeline age or condition could have a material adverse effect on our business and results of operations.

Some portions of the pipeline systems that we operate have been in service for several decades prior to our purchase of them. Consequently, there may be historical occurrences or latent issues regarding our pipeline systems that our executive management may be unaware of and that may have a material adverse effect on our business and results of operations. The age and condition of some of our pipeline systems could also result in increased maintenance or repair expenditures, and any downtime associated with increased maintenance and repair activities could materially reduce our revenue. Any significant increase in maintenance and repair expenditures or loss of revenue due to the age or condition of some portions of our pipeline systems could adversely affect our business and results of operations.

Terrorist attacks and the threat of terrorist attacks have resulted in increased costs to our business. Continued global and domestic hostilities may adversely impact our results of operations.

The long-term impact of terrorist attacks and the threat of future terrorist attacks on our industry in general and on us in particular is not known at this time. However, resulting regulatory requirements and/or related business decisions associated with security are likely to increase our costs. Increased security measures taken by us as a precaution against possible terrorist attacks have resulted in increased costs to our business. Uncertainty surrounding continued global and domestic hostilities may affect our operations in unpredictable ways, including disruptions of crude oil supplies and markets for our products, and the possibility that infrastructure facilities could be direct targets, or indirect casualties, of an act of terror.

Changes in the insurance markets attributable to terrorist attacks may make certain types of insurance more difficult for us to obtain. Moreover, the insurance that may be available to us may be significantly more expensive than our existing insurance coverage or coverage may be reduced or unavailable. Instability in the financial markets as a result of terrorism or war could also affect our ability to raise capital.

We face opposition to operation and expansion of our pipelines and facilities from various individuals and groups.

We have experienced, and may encounter from time to time, opposition to the operation and expansion of our pipelines and facilities from governmental officials, non-governmental environmental organizations and groups, landowners, tribal groups, local groups and other advocates. In some instances, we encounter opposition which disfavors hydrocarbon-based energy supplies regardless of practical implementation or financial considerations. Opposition to our operation and expansion can take many forms, including the delay, denial or termination of required governmental permits or approvals, organized protests, attempts to block or sabotage our operations, intervention in regulatory or administrative proceedings involving our assets or lawsuits or other actions designed to prevent, disrupt, delay or terminate the operation or expansion of our assets and business. Similar actions pursued against our oil and gas customers could result in interruptions or limitations to their businesses, which could reduce demand for our services. Any such event that restricts, delays or prevents the expansion of our or our customers' businesses, interrupts the revenues generated by our or our customers' operations or causes us or our customers to make significant expenditures not covered by insurance could adversely affect our business, results of operations, and financial condition, as well as reduce the demand for our services. Regulatory attention to environmental justice matters at the federal and state level may also provide communities opposed to our operations with greater opportunities to challenge or delay the permitting approval process.

We may incur significant costs and liabilities resulting from performance of pipeline integrity testing programs and related repairs, as well as from initiatives relating to pipeline safety that require the use of new or more stringent safety controls or result in more rigorous enforcement of applicable legal requirements.

Pursuant to the authority under the NGPSA and HLPSA, PHMSA has established rules requiring pipeline operators to develop and implement integrity management programs for certain natural gas and hazardous liquids pipelines located where a pipeline leak or rupture could affect higher and moderate consequence risk areas, known as HCAs and MCAs, which are areas where a release could have the most significant adverse consequences. Among other things, these regulations require operators of covered pipelines to:

- perform ongoing assessments of pipeline integrity;
- identify and characterize applicable threats to pipeline segments that could impact an HCA, MCA or Class 3 or 4 area;
- maintain processes for data collection, integration and analysis;
- repair and remediate pipelines as necessary; and

- implement preventive and mitigating actions.

The Pipeline Safety, Regulatory Certainty, and Job Creation Act of 2011 (“2011 Pipeline Safety Act”), the Protecting our Infrastructure of Pipelines and Enhancing Safety Act of 2016 (“2016 Pipeline Safety Act”) and the Protecting Our Infrastructure of Pipelines and Enhancing Safety (“PIPES”) Act of 2020, require PHMSA to impose more stringent pipeline safety standards on pipeline operators. As a result of those legislative enactments, PHMSA has issued several significant rulemakings. In August 2022, PHMSA finalized the last of three rules known collectively as the “Gas Mega Rule,” which collectively, among other items, imposed safety regulations on previously unregulated onshore gas gathering lines, required updated inspection and maintenance plans for the elimination of hazardous leaks and minimization of natural gas released from pipeline facilities and adjusted and strengthened repair, maintenance and integrity management assessment criteria for pipelines in HCAs and non-HCAs. The rule has been subject to litigation, and in August 2024, the D.C. Circuit Court agreed with the challengers that PHMSA had failed to conduct an adequate cost-benefit analysis of four of the new standards, vacating those aspects of the rules. The integrity-related requirements and other provisions of the 2011 Pipeline Safety Act, the 2016 Pipeline Safety Act, and the PIPES Act of 2020, as well as any implementation of PHMSA rules thereunder, could require us to pursue additional capital projects or conduct integrity or maintenance programs on an accelerated basis and incur increased operating costs that could have a material adverse effect on our costs of transportation services as well as our business, results of operations and financial condition.

In addition, certain states, including Texas, Louisiana, Oklahoma, New Mexico, and North Dakota, where we conduct operations, have adopted regulations similar to existing PHMSA regulations for certain intrastate natural gas and hazardous liquids pipelines. We plan to continue our pipeline integrity inspection programs to assess and maintain the integrity of our pipelines. The results of these inspections may cause us to incur material and unanticipated capital and operating expenditures for repairs or upgrades deemed necessary to ensure the continued safe and reliable operation of our pipelines.

The imposition of new or enhanced safety requirements, or any issuance or reinterpretation of guidance by PHMSA or any other state or federal agencies with respect thereto, may require us to install new or modified safety controls, pursue additional capital projects or conduct maintenance programs on an accelerated basis, any or all of which could result in increased operating costs that could have an adverse effect on our results of operations or financial position.

We are subject to cybersecurity risks. A cyber incident could occur and result in information theft, data corruption, operational disruption, disclosure of business sensitive, confidential or personally identifiable information, misdirected wire transfers, reputational harm, and financial loss.

The oil and natural gas industry has become increasingly dependent on digital technologies to conduct business. For example, we depend on digital technologies to operate our facilities, serve our customers and record financial data. At the same time, cyber incidents, including deliberate attacks, have increased. Our technologies, systems, networks, including our operational technology systems, and those of our business partners may become the target of cyberattacks or security breaches. The U.S. government has issued public warnings that indicate that energy assets might be specific targets of cybersecurity threats. Our technologies, systems and networks, and those of our vendors, suppliers, customers and other business partners, may become the target of cyberattacks or information security breaches that could result in the unauthorized release, gathering, monitoring, misuse, loss or destruction of proprietary and other information, or could adversely disrupt our business operations. In addition, certain cyber incidents, such as surveillance, may remain undetected for an extended period. Our systems for protecting against cybersecurity risks may not be sufficient, and no security measure is infallible. As cyber incidents continue to evolve, we will be required to expend additional resources to enhance our security posture and cybersecurity defenses or to investigate and remediate any vulnerability to or consequences of cyber incidents. Advances in computer capabilities, rapid changes and innovation in the field of artificial intelligence, cryptography, inadequate facility security or other developments may result in a compromise or breach of the technology we use to safeguard confidential, personal, or otherwise protected information. As the breadth and complexity of the technologies we use continue to grow, including as a result of the use of artificial intelligence, mobile devices, cloud computing, open source software, social media and the increased reliance on devices connected to the internet, the potential risk of security breaches and cybersecurity attacks also increases. Despite ongoing efforts to improve our ability to protect data from compromise, we may not be able to protect all data across our diverse systems. Our efforts to improve security and protect data may also identify previously undiscovered instances of security breaches or other cyber incidents. Our insurance coverages may not be sufficient to cover all the losses we may experience as a result of a cyber incident.

The widespread outbreak of illnesses or any other public health crises that impacts operations and/or the global demand for energy commodities may have material adverse effects on our business, financial position, results of operations and/or cash flows.

We face risks related to major public health crises that are outside of our control and could significantly disrupt our operations and demand for our services, which could adversely affect our financial condition.

Risks Related to our Capital Projects and Future Growth

Our expansion or modification of existing assets or the construction of new assets may not result in revenue increases and are subject to regulatory, environmental, political, legal and economic risks, which could adversely affect our results of operations and financial condition.

The construction of additions or modifications to our existing systems and the construction of new midstream assets involve numerous regulatory, environmental, political and legal uncertainties beyond our control and may require the expenditure of significant amounts of capital. If we undertake these projects, they may not be completed on schedule, at the budgeted cost or at all. For example, the construction of additional systems may be delayed or require greater capital investment if the commodity prices of certain supplies, such as steel pipe, increase due to imposed tariffs. Moreover, our revenues may not increase immediately upon the expenditure of funds on a particular project. For instance, if we build a new pipeline, fractionation facility or gas processing plant, the construction may occur over an extended period of time and we will not receive any material increases in revenues until the project is completed. Moreover, we may construct pipelines or facilities to capture anticipated future growth in production in a region in which such growth does not materialize. Since we are not engaged in the exploration for and development of natural gas and oil reserves, we do not possess reserve expertise and we often do not have access to third-party estimates of potential reserves in an area prior to constructing pipelines or facilities in such area. To the extent we rely on estimates of future production in any decision to construct additions to our systems, such estimates may prove to be inaccurate because there are numerous uncertainties inherent in estimating quantities of future production. As a result, new pipelines or facilities may not be able to attract enough throughput to achieve our expected investment return, which could adversely affect our results of operations and financial condition. In addition, the construction of additions to our existing gathering and transportation assets may require us to obtain new rights of way prior to constructing new pipelines. We may be unable to obtain or renew such rights of way to connect new natural gas and crude oil supplies to our existing gathering lines or capitalize on other attractive expansion opportunities. Additionally, it may become more expensive for us to obtain new rights of way or to renew existing rights of way. If the cost of renewing or obtaining new rights of way increases, our cash flows could be adversely affected.

If we do not develop growth projects and/or make acquisitions for expanding existing assets or constructing new assets on economically acceptable terms, or fail to efficiently and effectively integrate developed or acquired assets with our asset base, our future growth will be limited. In addition, any acquisitions we complete are subject to substantial risks that could adversely affect our financial condition and results of operations and reduce our ability to pay dividends to stockholders. In addition, we may not achieve the expected results of any acquisitions and any adverse conditions or developments related to such acquisitions may have a negative impact on our operations and financial condition.

Our ability to grow depends, in part, on our ability to develop growth projects and/or make acquisitions that result in an increase in cash generated from operations. If we are unable to develop accretive growth projects or make accretive acquisitions because we are unable to (i) develop growth projects economically or identify attractive acquisition candidates and negotiate acceptable acquisition agreements, (ii) obtain financing for these projects or acquisitions on economically acceptable terms, or (iii) compete successfully for growth projects or acquisitions, then our future growth and ability to return increasing capital to our shareholders may be limited.

Any growth project or acquisition involves potential risks, including, among other things:

- operating a significantly larger combined organization and adding new or expanded operations;
- difficulties in the assimilation of the assets and operations of the growth projects or acquired businesses, especially if the assets developed or acquired are in a new business segment and/or geographic area;
- the risk that crude oil and natural gas reserves expected to support the acquired assets may not be of the anticipated magnitude or may not be developed as anticipated;
- the failure to realize expected volumes, revenues, profitability or growth;
- the failure to realize any expected synergies and cost savings;
- coordinating geographically disparate organizations, systems and facilities;
- the assumption of environmental and other unknown liabilities;
- limitations on rights to indemnity from the seller in an acquisition or the contractors and suppliers in growth projects;
- the failure to attain or maintain compliance with environmental and other governmental regulations;

- inaccurate assumptions about the overall costs of equity or debt or the tightening of capital markets and access to new capital;

- the diversion of management's and employees' attention from other business concerns;

- challenges associated with joint venture relationships and minority investments, including dependence on joint venture partners, controlling shareholders or management who may have business interests, strategies or goals that are inconsistent with ours; and

- customer or key employee losses at the acquired businesses or to a competitor.

If these risks materialize, any growth project or acquired assets may inhibit our growth, fail to deliver expected benefits and/or add further unexpected costs. Challenges may arise whenever businesses with different operations or management are combined, and we may experience unanticipated delays in realizing the benefits of a growth project or acquisition if we fail to successfully integrate such businesses with our operations. If we consummate any future growth project or acquisition, our capitalization and results of operations may change significantly and you may not have the opportunity to evaluate the economic, financial and other relevant information that we will consider in evaluating future growth projects or acquisitions.

A reduction in divestitures of energy assets by industry participants or a decrease in opportunities for industry expansion could limit our opportunities for future growth projects or acquisitions and could adversely affect our operations and cash flows available to pay cash dividends to our stockholders.

Growth projects may increase our concentration in a line of business or geographic region and acquisitions may significantly increase our size and diversify the geographic areas in which we operate. In addition, we may not achieve the desired effect from any future growth projects or acquisitions.

We may be unable to cause our joint ventures to take or not to take certain actions unless some or all of our joint venture participants agree.

We participate in several joint ventures whose corporate governance structures require at least a majority in interest vote to authorize many basic activities and require a greater voting interest (sometimes up to 100%) to authorize more significant activities. Examples of these more significant activities include, among others, large expenditures or contractual commitments, the construction or acquisition of assets, borrowing money or otherwise raising capital, making distributions, transactions with affiliates of a joint venture participant, litigation and transactions not in the ordinary course of business. Without the concurrence of joint venture participants holding sufficient voting interests, we may be unable to cause our joint ventures to take or not take certain actions, even though taking or preventing those actions may be in the best interests of the particular joint venture or us.

In addition, subject to certain conditions, any joint venture owner may sell, transfer or otherwise modify its ownership interest in a joint venture, whether in a transaction involving third parties or the other joint owners. Any such transaction could result in our partnering with different or additional parties.

As is common in the midstream industry, we may operate one or more of our properties with one or more joint venture partners where we own a minority interest and/or contract with a third party to control operations. These relationships could require us to share operational and other control, such that we may no longer have the flexibility to control completely the development of these properties. If we do not timely meet our financial commitments in such circumstances, our rights to participate may be adversely affected. If a joint venture partner is unable or fails to pay its portion of development costs or if a third-party operator does not operate in accordance with our expectations, our costs of operations could be increased. We could also incur liability as a result of actions taken by a joint venture partner or third-party operator. Disputes between us and the other party may result in litigation or arbitration that would increase our expenses, delay or terminate projects and distract our officers and directors from focusing their time and effort on our business.

Risks Related to our Financial Condition

If we fail to maintain an effective system of internal controls, we may not be able to accurately report our financial results or prevent fraud. In addition, potential changes in accounting standards might cause us to revise our financial results and disclosure in the future.

Effective internal controls are necessary for us to provide timely and reliable financial reports and effectively prevent fraud. If we cannot provide timely and reliable financial reports or prevent fraud, our reputation and operating results would be harmed. We continue to enhance our internal controls and financial reporting capabilities. These enhancements require a significant commitment of resources,

personnel and the development and maintenance of formalized internal reporting procedures to ensure the reliability of our financial reporting. Our efforts to update and maintain our internal controls may not be successful, and we may be unable to maintain adequate controls over our financial processes and reporting now or in the future, including future compliance with the obligations under Section 404 of the Sarbanes-Oxley Act of 2002.

Any failure to maintain effective controls or difficulties encountered in the effective improvement of our internal controls could prevent us from timely and reliably reporting our financial results and may harm our operating results. Ineffective internal controls could also cause investors to lose confidence in our reported financial information. In addition, the Financial Accounting Standards Board or the SEC could enact new accounting standards that might impact how we are required to record revenues, expenses, assets and liabilities. Any significant change in accounting standards or disclosure requirements could have a material effect on our results of operations, financial condition and ability to comply with our debt obligations.

We are exposed to credit risks of our customers, and any material nonpayment or nonperformance by our key customers could adversely affect our cash flow and results of operations.

Many of our customers may experience financial problems that could have a significant effect on their creditworthiness, especially in a depressed commodity price environment. A decline in natural gas, NGL and crude oil prices may adversely affect the business, financial condition, results of operations, creditworthiness, cash flows and prospects of some of our customers. Severe financial problems encountered by our customers could limit our ability to collect amounts owed to us, or to enforce performance of obligations under contractual arrangements. In addition, many of our customers finance their activities through cash flow from operations, the incurrence of debt or the issuance of equity. The combination of reduction of cash flow resulting from a decline in commodity prices, a reduction in borrowing bases under reserve-based credit facilities and the lack of availability of debt or equity financing may result in a significant reduction of our customers' liquidity and limit their ability to make payment or perform on their obligations to us. Additionally, a decline in the share price of some of our public customers may place them in danger of becoming delisted from a public securities exchange, limiting their access to the public capital markets and further restricting their liquidity. Furthermore, some of our customers may be highly leveraged and subject to their own operating and regulatory risks, which increases the risk that they may default on their obligations to us. To the extent one or more of our key customers is in financial distress or commences bankruptcy proceedings, contracts with these customers may be subject to renegotiation or rejection under applicable provisions of the United States Bankruptcy Code. Furthermore, some bankruptcy courts have found that, in certain cases, oil, gas and water gathering agreements do not create covenants running with the land under governing law and are thus subject to rejection in Chapter 11 proceedings. Whether a particular contract is subject to rejection depends on the wording of the contract, the governing law and the forum where a particular bankruptcy case is filed. Financial problems experienced by our customers could result in the impairment of our long-lived assets, reduction of our operating cash flows and may also reduce or curtail their future use of our products and services, which could reduce our revenues. Any material nonpayment or nonperformance by our key customers or our derivative counterparties could reduce our ability to pay cash dividends to our stockholders.

Inflationary issues and associated changes in monetary policy have resulted in and may result in additional increases to the cost of our goods, services and personnel, which in turn cause our capital expenditures and operating costs to rise.

The rate of inflation in the U.S. began to increase significantly beginning in the second half of 2021. Although the rate of inflation has generally declined since the second half of 2022, inflationary pressures remain volatile and have resulted in and may result in additional increases to the costs of our goods, services and personnel, which in turn cause our capital expenditures and operating costs to rise. Sustained levels of high inflation likewise caused the U.S. Federal Reserve and other central banks to increase interest rates multiple times in 2022 and 2023. The U.S. Federal Reserve made cuts to benchmark interest rates in 2024; however, there is no guarantee that additional cuts will occur. To the extent elevated inflation levels exist, we may experience further cost increases for our operations, including services, labor and equipment cost increases, and any subsequent increases in benchmark interest rates could have the effect of raising the cost of capital and depressing economic growth, either of which (or the combination thereof) could negatively impact the financial and operating results of our business. Additionally, there is uncertainty about the trade policies of the new Presidential administration, particularly when pertaining to treaties, tariffs and other limitations on international trade. We may experience increases in operating costs as a result of such policies.

Higher oil and natural gas prices may cause the costs of materials and services to continue to rise. We cannot predict any future trends in the rate of inflation and U.S. international trade policies, or any resultant changes in monetary policy, and a significant increase in inflation, to the extent we are unable to recover higher costs through higher prices and revenues, and/or higher interest rates would negatively impact our business, financial condition and results of operations.

Changes in future business conditions could have a negative impact on the demand for our services and could cause recorded long-lived assets to become further impaired, and our financial condition and results of operations could suffer if there is a negative impact on the demand for our services and an additional impairment of long-lived assets.

We evaluate long-lived assets, including related intangibles, for impairment when events or changes in circumstances indicate, in management's judgment, that the carrying value of such assets may not be recoverable. Asset recoverability is measured by comparing the carrying value of the asset or asset group with its expected future pre-tax undiscounted cash flows. These cash flow estimates require us to make projections and assumptions for many years into the future for pricing, demand, competition, operating cost and other factors. Global oil and natural gas commodity prices, particularly crude oil, remain volatile. Decreases in commodity prices have previously had, and could continue to have, a negative impact on the demand for our services and our market capitalization.

Should energy industry conditions deteriorate, there is a possibility that long-lived assets may be impaired in a future period. Any impairment charges that we may take in the future could be material to our financial statements. We cannot accurately predict the amount and timing of any impairment of long-lived assets.

Our hedging activities may not be effective in reducing the variability of our cash flows and may, in certain circumstances, increase the variability of our cash flows. Moreover, our hedges may not fully protect us against volatility in basis differentials. Finally, the percentage of our expected equity commodity volumes that are hedged decreases substantially over time.

We have entered into derivative transactions related to only a portion of our equity volumes, future commodity purchases and sales, and transportation basis risk. As a result, we will continue to have direct commodity price risk to the unhedged portion. Our actual future volumes may be significantly higher or lower than we estimated at the time we entered into the derivative transactions for that period. If the actual amount is higher than we estimated, we will have greater commodity price risk than we intended. If the actual amount is lower than the amount that is subject to our derivative financial instruments, we might be forced to satisfy all or a portion of our derivative transactions without the benefit of the cash flow from our sale of the underlying physical commodity. The percentages of our expected equity volumes that are covered by our hedges decrease over time. To the extent we hedge our commodity price risk, we may forego the benefits we would otherwise experience if commodity prices were to change in our favor. The derivative instruments we utilize for these hedges are based on posted market prices, which may be higher or lower than the actual natural gas, NGL and condensate prices that we realize in our operations. These pricing differentials may be substantial and could materially impact the prices we ultimately realize. Market and economic conditions may adversely affect our hedge counterparties' ability to meet their obligations. Given volatility in the financial and commodity markets, we may experience defaults by our hedge counterparties. In addition, our exchange traded futures are subject to margin requirements, which creates variability in our cash flows as commodity prices fluctuate.

As a result of these and other factors, our hedging activities may not be as effective as we intend in reducing the variability of our cash flows, and in certain circumstances may actually increase the variability of our cash flows. See "Item 7A. Quantitative and Qualitative Disclosures About Market Risk."

If we fail to balance our purchases and sales of the commodities we handle, our exposure to commodity price risk will increase.

We may not be successful in balancing our purchases and sales of the commodities we handle. In addition, a producer could fail to deliver promised volumes to us or deliver in excess of contracted volumes, or a purchaser could purchase less than contracted volumes. Any of these actions could cause an imbalance between our purchases and sales. If our purchases and sales are not balanced, we will face increased exposure to commodity price risks and could have increased volatility in our operating income.

The amounts we pay in dividends may vary from anticipated amounts and circumstances may arise that lead to conflicts between using funds to pay anticipated dividends or to invest in our business.

The determination of the amounts of cash dividends, if any, to be declared and paid will depend upon our financial condition, results of operations, cash flow, the level of our capital expenditures, future business prospects and any other matters that our board of directors, in consultation with management, deems relevant. Many of these matters are affected by factors beyond our control and therefore, the actual amount of cash that is available for dividends to our stockholders may vary from anticipated amounts.

Additionally, as events present themselves or become reasonably foreseeable, our board of directors, which determines our business strategy and our dividends, may decide to address those matters by utilizing capital that may otherwise be used for our dividend. If we issue additional shares of common or preferred stock or we incur debt, the payment of dividends on those additional shares or interest on that debt could increase the risk that we will be unable to maintain or increase our cash dividend levels.

Further, dividends to our common stockholders are not cumulative. Consequently, if dividends on our shares of common stock are not paid with respect to any fiscal quarter, our stockholders will not be entitled to receive that quarter's payments in the future.

Our future tax liability may be greater than expected if our NOL carryforwards are limited, we do not generate expected deductions, tax authorities successfully challenge certain of our tax positions or from changes in tax laws.

As of December 31, 2024, we have U.S. federal NOL carryforwards of $4.7 billion, which do not expire under current tax laws. Subject to the CAMT discussed below, we expect to be able to utilize these NOL carryforwards and generate deductions to offset all or a portion of our future taxable income. This expectation is based upon assumptions we have made regarding, among other things, our income, capital expenditures and net working capital, and the current expectation that our NOL carryforwards will not become subject to future limitations under Section 382 of the Internal Revenue Code of 1986, as amended ("Section 382").

Section 382 generally imposes an annual limitation on the amount of NOLs that may be used to offset taxable income when a corporation has undergone an "ownership change" (as determined under Section 382). An ownership change generally occurs if one or more stockholders (or groups of stockholders) who are each deemed to own at least 5% of our stock change their ownership by more than 50 percentage points over their lowest ownership percentage within a rolling three-year period. In the event that an ownership change was to occur, utilization of our NOL carryforwards would be subject to an annual limitation under Section 382, determined by multiplying the value of our stock at the time of the ownership change by the applicable long-term tax-exempt rate as defined in Section 382, subject to certain adjustments.

While we expect to be able to utilize our NOL carryforwards and generate deductions to offset all or a portion of our future taxable income (subject to the CAMT discussed below), in the event that deductions are not generated as expected, one or more of our tax positions are successfully challenged by the IRS (in a tax audit or otherwise) or our NOL carryforwards are subject to future limitations under Section 382, our future tax liability may be greater than expected. We cannot predict our future cash tax payments and tax liabilities given the recent change in Presidential administrations.

Changes in tax laws or the interpretation thereof or the imposition of new or increased taxes may adversely affect our financial condition, results of operations and cash flows.

U.S. federal and state legislation is periodically proposed that would, if enacted into law, make significant changes to tax laws and could materially increase our tax obligations, adversely affecting our financial condition, results of operations and cash flows. For example, on August 16, 2022, President Biden signed into law the IRA which includes, among other things, the CAMT. Under the CAMT, a 15% minimum tax will be imposed on certain financial statement income of "applicable corporations." The IRA treats a corporation as an applicable corporation in any taxable year in which the "average annual adjusted financial statement income" of such corporation for the three taxable year period ending prior to such taxable year exceeds $1 billion.

Based on our current interpretation of the IRA, the CAMT and related guidance, and several operational, economic, accounting and regulatory assumptions, we are currently not an "applicable corporation", but we are likely to become one in a subsequent year, potentially as early as 2026. If we become an applicable corporation and our CAMT liability is greater than our regular U.S. federal income tax liability for any particular tax year, the CAMT liability would effectively accelerate our future U.S. federal income tax obligations, reducing our cash available for distribution in that year, but provide an offsetting credit against our regular U.S. federal income tax liability for a future year. As a result, our current expectation is that the impact of the CAMT is limited to timing differences in future tax years.

The foregoing analysis is based upon our current interpretation of the provisions contained in the IRA, the CAMT and related guidance. In the future, the U.S. Department of the Treasury and the IRS are expected to release regulations and additional interpretive guidance relating to such legislation, and any significant variance from our current interpretation could result in a change in our analysis of the application of the CAMT to us.

Derivatives legislation and its implementing regulations could have a material adverse effect on our ability to use derivative instruments to reduce the effect of commodity price, interest rate and other risks associated with our business.

The Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act"), enacted in July 2010, established federal oversight and regulation of the over-the-counter derivatives market and entities, such as us, that participate in that market. The Dodd-Frank Act required the CFTC and the SEC to promulgate rules and regulations implementing the Dodd-Frank Act, and most of these regulations have been finalized.

In October 2020, the CFTC adopted new rules that will place limits on positions in certain core futures and equivalent swaps contracts for or linked to certain physical commodities, subject to exceptions for certain *bona fide* hedging transactions. The new rules required general compliance by January 1, 2022 for covered future positions and by January 1, 2023 for covered swaps positions. We have not experienced a material impediment to, and do not expect these regulations to materially impede, our hedging activity at this time.

The CFTC has designated certain interest rate swaps and credit default swaps for mandatory clearing and the associated rules also will require us, in connection with covered derivative activities, to comply with clearing and trade-execution requirements or take steps to qualify for an exemption to such requirements. Although we qualify for the end-user exception from the mandatory clearing requirements for swaps entered to hedge our commercial risks, the application of the mandatory clearing and trade execution requirements to other market participants, such as swap dealers, may change the cost and availability of the swaps that we use for hedging. The CFTC and the federal banking regulators have adopted regulations requiring certain counterparties to swaps to post initial and variation margin. However, our current hedging activities would qualify for the non-financial end user exemption from the margin requirements.

The Dodd-Frank Act and any new regulations could increase the cost of derivative contracts or potentially reduce the availability of derivatives to protect against risks we encounter. If we reduce our use of derivatives as a result of the Dodd-Frank Act and regulations implementing the Dodd-Frank Act, our results of operations may become more volatile and our cash flows may be less predictable, which could adversely affect our ability to plan for and fund capital expenditures.

Any of these consequences could have a material adverse effect on us, our financial condition and our results of operations.

The European Union (the “EU”) and other non-U.S. jurisdictions are also implementing regulations with respect to the derivatives market. To the extent we enter into swaps with counterparties in foreign jurisdictions or counterparties with other businesses that subject them to regulation in foreign jurisdictions, we may be impacted by such regulations. The implementing regulations adopted by the EU and by other non-U.S. jurisdictions could have a material adverse effect on us, our financial condition and our results of operations.

Risks Related to the Ownership of our Common Stock

Future sales of our common stock could lower our stock price, and any additional capital raised by us through the sale of equity or convertible securities may dilute your ownership in us.

We or our stockholders may sell shares of common stock in subsequent public offerings and/or private transactions. We may also issue additional shares of common stock or convertible securities. As of December 31, 2024, we had 217,763,821 outstanding shares of common stock. We cannot predict the size of future issuances of our common stock or the effect, if any, that future issuances and sales of shares of our common stock will have on the market price of our common stock. Sales of substantial amounts of our common stock (including shares issued in connection with an acquisition), or the perception that such sales could occur, may adversely affect prevailing market prices of our common stock.

Our amended and restated certificate of incorporation and amended and restated bylaws, as well as Delaware law, contain provisions that could discourage acquisition bids or merger proposals, which may adversely affect the market price of our common stock.

Our amended and restated certificate of incorporation authorizes our board of directors to issue preferred stock without stockholder approval. If our board of directors elects to issue preferred stock, it could be more difficult for a third party to acquire us. In addition, some provisions of our amended and restated certificate of incorporation and amended and restated bylaws could make it more difficult for a third party to acquire control of us, even if the change of control would be beneficial to our stockholders, including provisions which require:

- a classified board of directors, so that only approximately one-third of our directors are elected each year;
- limitations on the removal of directors; and
- limitations on the ability of our stockholders to call special meetings and establish advance notice provisions for stockholder proposals and nominations for elections to the board of directors to be acted upon at meetings of stockholders.

Delaware law prohibits us from engaging in any business combination with any “interested stockholder,” meaning generally that a stockholder who beneficially owns more than 15% of our stock cannot acquire us for a period of three years from the date this person became an interested stockholder, unless various conditions are met, such as approval of the transaction by our board of directors.

We may issue preferred stock whose terms could adversely affect the voting power or value of our common stock.

Our amended and restated certificate of incorporation authorizes us to issue, without the approval of our stockholders, one or more classes or series of preferred stock having such designations and powers, preferences, including preferences over our common stock respecting dividends and distributions, rights, qualifications, limitations and restrictions as our board of directors may determine. The terms of one or more classes or series of preferred stock could adversely impact the voting power or value of our common stock. For

example, we might grant holders of preferred stock the right to elect some number of our directors in all events or on the happening of specified events or the right to veto specified transactions. Similarly, the repurchase or redemption rights or liquidation preferences we might assign to holders of preferred stock could affect the residual value of our common stock.

Risks Related to Our Indebtedness

Increases in interest rates, due to associated Federal Reserve policies or otherwise, could adversely affect our cost of capital, which could increase our funding costs and reduce the overall profitability of our business.

We have significant exposure to increases in interest rates. As of December 31, 2024, certain of our and the Partnership's debt were at variable interest rates. As a result of the variable interest rates on our debt, our results of operations could be adversely affected by increases in interest rates, due to associated Federal Reserve policies or otherwise. See "Item 7A. Quantitative and Qualitative Disclosures About Market Risk."

Additionally, like all equity investments, an investment in our equity securities is subject to certain risks. In exchange for accepting these risks, investors may expect to receive a higher rate of return than would otherwise be obtainable from lower-risk investments. Accordingly, as interest rates rise, the ability of investors to obtain higher risk-adjusted rates of return by purchasing government-backed debt securities may cause a corresponding decline in demand for riskier investments generally, including yield-based equity investments. Reduced demand for our common stock resulting from investors seeking other more favorable investment opportunities may cause the trading price of our common stock to decline.

We have a substantial amount of indebtedness which may adversely affect our financial position and we may still be able to incur substantially more debt, which could collectively increase the risks associated with compliance with our financial covenants.

Our substantial level of indebtedness increases the possibility that we may be unable to generate cash sufficient to pay, when due, the principal of, interest on or other amounts due in respect of indebtedness. This substantial indebtedness, combined with lease and other financial obligations and contractual commitments, could have other important consequences to us, including the following:

- our ability to obtain additional financing, if necessary, for working capital, capital expenditures, acquisitions or other purposes may be impaired or such financing may not be available on favorable terms;
- satisfying our obligations with respect to indebtedness may be more difficult and any failure to comply with the obligations of any debt instruments could result in an event of default under the agreements governing such indebtedness;
- we will need a portion of cash flow to make interest payments on debt, reducing the funds that would otherwise be available for operations and future business opportunities;
- our debt level may influence how counterparties view our creditworthiness, which could limit our ability to enter into commercial transactions at favorable rates or require us to post additional collateral in commercial transactions;
- our debt level will make us more vulnerable to competitive pressures or a downturn in our business or the economy generally; and
- our debt level may limit flexibility in planning for, or responding to, changing business and economic conditions.

Our long-term unsecured debt is currently rated by Fitch, Moody's and S&P. As of December 31, 2024, Targa's senior unsecured debt was rated "BBB" by Fitch, "Baa2" by Moody's and "BBB" by S&P. Any future downgrades in our credit ratings could negatively impact our cost of raising capital, and a downgrade could also adversely affect our ability to effectively execute aspects of our strategy and to access capital in the public markets.

Our International Swaps and Derivatives Association agreements ("ISDAs") contain credit-risk related contingent features. As of December 31, 2024, we have outstanding net derivative positions that contain credit-risk related contingent features that are in a net liability position of $138.2 million. Our derivative positions are unsecured. If our credit rating was to be downgraded one notch below investment grade by both Moody's and S&P, as defined in our ISDAs, we estimate that as of December 31, 2024, we would not be required to post collateral to any counterparties per the terms of our ISDAs.

Our ability to service our debt will depend upon, among other things, our future financial and operating performance, which will be affected by prevailing economic conditions and financial, business, regulatory and other factors, some of which are beyond our control. If our operating results are not sufficient to service our current or future indebtedness, we will be forced to take actions such as reducing

or delaying business activities, investments or capital expenditures, acquisitions, selling assets, restructuring or refinancing debt, or seeking additional equity capital, and such results may adversely affect our ability to make cash dividends. We may not be able to affect any of these actions on satisfactory terms, or at all.

We may be able to incur substantial additional indebtedness in the future. The New TRGP Revolver provides an available commitment of $3.5 billion, with a requirement to maintain a minimum available borrowing capacity equal to the aggregate amount outstanding under our Commercial Paper Program, and allows us to request increases in commitments up to an additional $500.0 million. Although our debt agreements contain restrictions on the incurrence of additional indebtedness, these restrictions are subject to a number of significant qualifications and exceptions, and any indebtedness incurred in compliance with these restrictions could be substantial. If we incur additional debt, this could increase the risks associated with compliance with our financial covenants.

The terms of our debt agreements may restrict our current and future operations, particularly our ability to respond to changes in business or to take certain actions, including to pay dividends to our stockholders.

The agreements governing our outstanding indebtedness contain, and any future indebtedness we incur will likely contain, a number of restrictive covenants that impose significant operating and financial restrictions, including restrictions on our ability to engage in acts that may be in our best long-term interests, such as:

- incur or guarantee additional indebtedness or issue additional preferred stock;
- pay dividends on our equity securities or to our equity holders or redeem, repurchase or retire our equity securities or subordinated indebtedness;
- make investments and certain acquisitions;
- sell or transfer assets, including equity securities of our subsidiaries;
- engage in affiliate transactions;
- consolidate or merge;
- incur liens;
- prepay, redeem and repurchase certain debt, subject to certain exceptions;
- enter into sale and lease-back transactions or take-or-pay contracts; and
- change business activities conducted by us.

In addition, certain of our debt agreements require us to satisfy and maintain specified financial ratios and other financial condition tests. Our ability to meet those financial ratios and tests can be affected by events beyond our control, and we cannot assure you that we will meet those ratios and tests.

A breach of any of these covenants could result in an event of default under our debt agreements. Upon the occurrence of such an event of default, all amounts outstanding under the applicable debt agreements could be declared to be immediately due and payable and all applicable commitments to extend further credit could be terminated. If we are unable to repay the accelerated debt under the Securitization Facility, the lenders under the Securitization Facility could proceed against the collateral granted to them to secure the indebtedness. We have pledged the accounts receivables of Targa Receivables LLC under the Securitization Facility. If the indebtedness under our debt agreements is accelerated, we cannot assure you that we will have sufficient assets to repay the indebtedness. The operating and financial restrictions and covenants in these debt agreements and any future financing agreements may adversely affect our ability to finance future operations or capital needs or to engage in other business activities.

Risks Related to Regulatory Matters

Our and our customers' operations are subject to a number of risks arising out of the threat of climate change, including the potential for increasingly stringent regulations for methane and other GHG emissions from the oil and gas sector, that could result in increased operating costs, limit the areas in which oil and natural gas production may occur, reduce demand for the products and services we provide, and reduce our or our customers' ability to access capital.

Numerous proposals have been made and could continue to be made at the international, national, regional and state levels of government to monitor and limit emissions of GHGs. As a result, our operations as well as the operations of our oil and natural gas exploration and production customers, are subject to a series of regulatory, political, litigation, and financial risks associated with the production and processing of fossil fuels and emission of GHGs.

In the United States, no comprehensive climate change legislation has been implemented at the federal level, though laws such as the IRA advance numerous climate-related objectives. However, because the U.S. Supreme Court has held that GHG emissions constitute a pollutant under the CAA, the EPA has adopted rules that, among other things, establish construction and operating permit reviews for GHG emissions from certain large stationary sources, require the monitoring and annual reporting of GHG emissions from certain petroleum and natural gas system sources, implement New Source Performance Standards directing the reduction of methane from certain new, modified, or reconstructed facilities in the oil and natural gas sector, and together with the DOT, implement GHG emissions limits on vehicles manufactured for operation in the United States. Additionally, in August 2022, the IRA was signed into law, which appropriates significant federal funding for renewable energy initiatives and amends the CAA to impose a first-time fee on the emission of methane from sources required to report their GHG emissions to the EPA, including those sources in the onshore petroleum and natural gas production and gathering and boosting source categories. The methane emissions fee began in calendar year 2024 at $900 per ton of methane, increasing to $1,200 in 2025, and $1,500 for 2026 and each year after. Calculation of the fee is based on certain thresholds established in the IRA. In order to support implementation of the methane emissions fee, including exemptions from the same, the EPA finalized revisions to its Greenhouse Gas Reporting Rule in May 2024. The revisions amend requirements applicable to the petroleum and natural gas systems source category to ensure reporting is based on empirical data and accurately reflects total methane and waste emissions. The methane emissions fee and renewable and low carbon energy funding provisions of the law could increase our and our customers' operating costs and accelerate the transition away from fossil fuels, which could in turn reduce demand for our products and services and adversely affect our business and results of operations. However, at this time, it remains uncertain whether the new Presidential administration will take any action to revise or repeal the methane emissions fee or if Congress may take action to repeal or revise the IRA, including with respect to the methane emissions fee.

In recent years, there has been considerable focus on the regulation of methane emissions from the oil and gas sector. In response to President Biden's executive order calling on the EPA to revisit federal regulations regarding methane, the EPA finalized more stringent methane rules for new, modified, and reconstructed facilities, known as OOOOb, as well as standards for existing sources known as OOOOc, in December 2023. Fines and penalties for violations of these rules can be substantial. The rules have been subject to legal challenge, and may also be repealed or modified by the Presidential administration or Congress, though we cannot predict the substance or timing of such changes, if any. Moreover, compliance with the new rules may affect the amount we owe under the IRA's methane fee described above because compliance with EPA's methane rules would exempt an otherwise covered facility from the requirement to pay the methane fee. To the extent not repealed or modified by the Presidential administration or Congress, the requirements of the EPA's final methane rules have the potential to increase our operating costs and thus may adversely affect our financial results and cash flows. Moreover, failure to comply with these CAA requirements can result in the imposition of substantial fines and penalties as well as costly injunctive relief.

Various states and groups of states have also adopted or are considering adopting legislation, regulations or other regulatory initiatives that are focused on areas of coverage similar to what the federal government has or may consider, including GHG cap and trade programs, carbon taxes, reporting and tracking programs, and restriction of emissions. At the international level, there exists the United Nations-sponsored "Paris Agreement," which is an agreement for nations to submit non-binding targets to limit their GHG emissions through individually-determined reduction goals every five years after 2020. President Biden announced in April 2021 a new, more rigorous nationally determined emissions reduction level of 50-52% reduction from 2005 levels in economy-wide net GHG emissions by 2030. However, in January 2025, an executive order withdrew the United States from the Paris Agreement and from any commitments made under the United Nations Framework Convention on Climate Change. Additionally, the executive order revokes any purported financial commitment made by the United States pursuant to the same. It is unclear what participation, if any, the United States will have in future United Nations climate-related efforts, and the full impact of these developments is uncertain at this time.

Governmental, scientific, and public concern from sources in the United States and across the world over the threat of climate change arising from GHG emissions has resulted in political risks that may limit hydraulic fracturing of oil and natural gas wells, restrict flaring and venting during natural gas production on government-owned properties, and ban or restrict new or existing leases for production of minerals on government-owned properties. For instance, in the United States, the prior Presidential administration issued several

executive orders focused on addressing climate change, including items that may impact costs to produce, or demand for, oil and gas. The use of executive orders in the United States to advance political objectives of Presidential administrations increases regulatory uncertainty for us. Other administrations may issue executive orders that are more favorable to the development and consumption of hydrocarbons. Regulations may be focused on addressing climate change and may impact the costs to produce, or demand for, oil and gas. Additionally, in April 2024, the BLM finalized a rule that would limit flaring from well sites on federal lands, as well as require an operator to submit a waste minimization plan or a self-certification statement committing the operator to capturing 100% of the gas produced from a well and pay royalties on lost gas as part of the permit application process. This rule is currently subject to litigation and its implementation has been halted in North Dakota, Texas, Utah, Montana and Wyoming. The U.S. Department of the Interior's comprehensive review of the federal leasing program resulted in a reduction in the volume of onshore land held for lease and an increased royalty rate. Any regulatory changes that restrict or require modifications to our or our suppliers' existing operations or future expansions plans could reduce the demand for the products and services we provide, increase our operating costs and may have a negative impact on our financial condition.

Litigation risks exist from certain cities, local governments, and other plaintiffs who may bring suit against large oil and natural gas companies in state or federal court, alleging, among other things, that such companies created public nuisances by producing fuels that contributed to global warming effects, such as rising sea levels, and therefore are responsible for roadway and infrastructure damages as a result, or alleging that the companies have been aware of the adverse effects of climate change for some time but defrauded their investors or consumers by failing to adequately disclose those impacts. Should we be targeted by such litigation, involvement in such a case could have adverse financial and reputational impacts and an unfavorable ruling could significantly impact our operations and adversely impact our financial condition.

Additionally, from time to time, certain stockholders and bondholders currently invested in fossil fuel energy companies but concerned about the potential effects of climate change may elect in the future to shift some or all of their investments into non-fossil fuel energy related sectors. Institutional investors who provide financing to fossil fuel energy companies have been attentive to sustainability lending, requesting additional action relating to the management of GHG emissions, and some of them may elect not to provide funding for fossil fuel energy companies. Any material reduction in the capital available to the fossil fuel industry could make it more difficult to secure funding for exploration, development, production, transportation, and processing activities, which could impact our and our suppliers' and customers' businesses and operations. In addition, in March 2024, the SEC finalized a rule that would establish a framework for the reporting of climate risks, targets, and metrics. However, implementation of the rule has been stayed pending the outcome of legal challenges, and the future of the rule is uncertain at this time following the change in Presidential administrations. Separately, the State of California adopted several laws that require similar, or in some situations more extensive, disclosure. While implementing rules on certain of these laws are outstanding, both the California laws and the SEC rule, to the extent implemented, may result in increased legal, accounting and financial compliance costs for us and our suppliers and customers to comply, including the implementation of significant additional internal controls processes and procedures regarding matters that have not been subject to such controls in the past, and impose increased oversight obligations on our management and board of directors. We may also face increased litigation risks related to disclosures made pursuant to these requirements.

The potential adoption and implementation of international, federal or state legislation, regulations or other regulatory initiatives in the future that impose more stringent standards for GHG emissions from the oil and natural gas sector or otherwise restrict the areas in which this sector may produce oil and natural gas or generate GHG emissions could result in increased costs of compliance or costs of consuming, and thereby reduce demand for, oil and natural gas, which could reduce demand for our services and products. Additionally, potential political, litigation, and financial risks may result in our oil and natural gas customers restricting or cancelling production activities, incurring potential liability for infrastructure damages as a result of climatic changes, or impairing their ability to continue to operate in an economic manner, which also could reduce demand for our services and products. One or more of these developments could have a material adverse effect on our business, financial condition and results of operation.

Increasing concentrations of GHGs in the Earth's atmosphere may produce climate changes that have significant physical effects, such as increased frequency and severity of storms, droughts, floods, rising sea levels and other extreme weather events, as well as chronic shifts in temperature and precipitation patterns. For further discussion, please see *Weather events may damage our pipelines and other facilities, limit our ability or increase the costs to operate our business and adversely impact our customers on whom we rely on for throughput as well as third party vendors from whom we receive goods, which developments could cause us to incur significant costs and adversely affect our business, results of operations and financial condition*.

Stakeholder and market attention to sustainability matters and disclosure obligations may impact our business.

Companies across industries face scrutiny from a variety of stakeholders related to their sustainability practices. Societal expectations regarding sustainability initiatives and disclosures and potential consumer use of substitutes to energy commodities may result in increased costs, reduced demand for our customers' products and our services, reduced profits, increased investigations and litigation, and negative impacts on our stock price and access to capital markets. Attention to climate change, for example, may result in demand

shifts for our or our customers' hydrocarbon products and additional governmental investigations and private litigation against us or those customers.

As part of our ongoing effort to enhance our sustainability practices, our Board of Directors has established a Sustainability Committee. Committee members oversee management's implementation of sustainability policies and procedures in coordination with other committees of the Board as appropriate. We also have a vice president of sustainability, who reports directly to our CEO and also regularly provides reports on relevant sustainability matters to our Board of Directors. We published our 2023 Sustainability Report, which provides updates on our performance related to certain sustainability topics and sets certain sustainability goals, such as reductions in methane intensity in line with the ONE Future goals. While we may elect to seek out various additional voluntary sustainability targets now or in the future, such targets are often aspirational. Moreover, despite our governance oversight in place, many of our sustainability targets and goals are ambitious, and we may not be able to adequately identify sustainability-related risks and opportunities and, further, may not be able to meet our sustainability targets and goals in the manner or on such a timeline as initially contemplated, or at all, including as a result of unforeseen costs or technical difficulties associated with achieving such results. Moreover, even if we are to achieve our targets and goals or complete other sustainability initiatives, there is no guarantee that doing so will have the desired effect. Sustainability-related actions or statements that we may make or take are sometimes based on expectations, assumptions, or third-party information that we currently believe to be reasonable, but which may subsequently be determined to be erroneous or be subject to misinterpretation. For example, methodologies regarding the monitoring and calculation of climate risks and GHG emissions are evolving, and it is possible that stakeholders, either currently or at some point in future, may not agree with our approach. Moreover, to the extent we elected to pursue such targets and were able to achieve the desired target levels, such achievement may have been accomplished as a result of entering into various contractual arrangements, including the purchase of various credits or offsets that may be deemed to mitigate our sustainability impact instead of actual changes in our sustainability performance. However, we cannot guarantee that there will be sufficient offsets for purchase or that, notwithstanding our reliance on any reputable third party registries, that the offsets we do purchase will successfully achieve the emissions reductions they represent. Notwithstanding our election to pursue aspirational targets now or in the future, we may receive pressure from investors, lenders or other groups to adopt more aggressive climate or other sustainability-related goals, but we cannot guarantee that we will be able to pursue or implement such goals because of potential costs or technical or operational obstacles. If we fail to, or are perceived to fail to, comply with or advance certain sustainability initiatives (including the timeline and manner in which we complete such initiatives), we may be subject to various adverse impacts, including reputational damage and potential stakeholder engagement and/or litigation, even if such initiatives are currently voluntary.

In addition, organizations that provide information to investors on corporate governance and related matters have developed ratings processes for evaluating companies on their approach to sustainability matters. Additionally, we and other companies in our industry publish sustainability reports that are made available to investors. Such ratings and reports are used by some investors to inform their investment and voting decisions. Certain lenders may decide not to provide funding to us or our customers' companies based on sustainability concerns, which could adversely affect our financial condition and access to capital for potential growth projects. Investors, lenders, and other stakeholders that focus on issues related to environmental justice and natural capital may result in increased scrutiny of our processes on such issues.

Public statements with respect to sustainability matters, such as emissions reduction goals, other environmental targets, or other commitments addressing certain social issues, such as diversity initiatives, are becoming increasingly subject to heightened scrutiny from public and governmental authorities related to the risk of potential "greenwashing," i.e., misleading information or false claims overstating potential sustainability benefits. For example, the SEC has recently taken enforcement action against companies for ESG-related misconduct, including alleged greenwashing. Certain non-governmental organizations and other private actors have also filed lawsuits under various securities and consumer protection laws alleging that certain sustainability statements, goals, or standards were misleading, false, or otherwise deceptive. As a result, we may face increased litigation risks from private parties and governmental authorities related to our sustainability efforts. In addition, any alleged claims of greenwashing against us or others in our industry may lead to further negative sentiment and diversion of investments. Many of our customers and suppliers may be subject to similar expectations and challenges, which may augment or create additional risks, including risks that may not be known to us.

We could incur significant costs in complying with more stringent occupational safety and health requirements.

We are subject to stringent federal and state laws and regulations, including the federal Occupational Safety and Health Act and comparable state statutes, whose purpose is to protect the health and safety of workers, both generally and within the pipeline industry. In addition, the federal Occupational Safety and Health Administration's ("OSHA") hazard communication standard, the EPA community right-to-know regulations under Title III of the Federal Superfund Amendment and Reauthorization Act and comparable state statutes require that information be maintained concerning hazardous materials used or produced in our operations and that this information be provided to employees, state and local government authorities and citizens. We and the entities in which we own an interest are subject to OSHA Process Safety Management regulations, which are designed to prevent or minimize the consequences of catastrophic releases of toxic, reactive, flammable or explosive chemicals. Failure to comply with these laws and regulations or any newly adopted laws or regulations may result in assessment of sanctions including administrative, civil and criminal penalties, the imposition of investigatory, remedial and corrective action obligations or the incurrence of capital expenditures, any of which could have a material adverse effect on our business, financial condition and results of operations.

State laws and regulations limiting hydraulic fracturing activities could result in restrictions, delays or cancellations in drilling and completing new oil and natural gas wells by our customers, which could adversely impact our revenues by decreasing the volumes of natural gas, NGLs or crude oil through our facilities and reducing the utilization of our assets.

While we do not conduct hydraulic fracturing, many of our oil and gas exploration and production customers do perform such activities. Hydraulic fracturing is typically regulated by state oil and gas commissions and many states have adopted legal requirements that have imposed new or more stringent permitting, public disclosure or well construction requirements on hydraulic fracturing activities, including in states where we or our customers conduct operations. States could further elect to suspend or prohibit hydraulic fracturing activities in the future. While governments may also seek to adopt ordinances within their jurisdictions regulating the time, place and manner of drilling activities in general or hydraulic fracturing activities in particular, non-governmental organizations may also seek to restrict hydraulic fracturing through ballot initiatives, such as those that have been pursued in Colorado. New or more stringent laws, regulations or regulatory or ballot initiatives relating to the hydraulic fracturing process could lead to our customers reducing crude oil and natural gas drilling activities using hydraulic fracturing techniques, while increased public opposition to activities using such techniques may result in operational delays, restrictions, cessations, or increased litigation. Any one or more of such developments could reduce demand for our gathering, processing and fractionation services and have a material adverse effect on our business, financial condition and results of operations.

Our operations are subject to environmental laws and regulations and a failure to comply or an accidental release into the environment may cause us to incur significant costs and liabilities.

Our operations are subject to numerous federal, tribal, state and local environmental laws and regulations governing occupational health and safety, the discharge of pollutants into the environment or otherwise relating to environmental protection. These laws and regulations may impose numerous obligations that are applicable to our operations including acquisition of a permit or other approval before conducting regulated activities, restrictions on the types, quantities and concentration of materials that can be released into the environment; limitation or prohibition of construction and operating activities in environmentally sensitive areas such as wetlands, urban areas, wilderness regions and other protected areas; requiring capital expenditures to comply with pollution control requirements, and imposition of substantial liabilities for pollution resulting from our operations. Numerous governmental authorities, such as the EPA and BLM, and analogous state agencies, have the power to enforce compliance with these laws and regulations and the permits and approvals issued under them, which can often require difficult and costly actions. Failure to comply with these laws and regulations or any newly adopted laws or regulations may result in assessment of sanctions including administrative, civil and criminal penalties, the imposition of investigatory, remedial and corrective action obligations or the incurrence of capital expenditures; the occurrence of restrictions, delays or cancellations in the permitting or performance of projects, and the issuance of orders enjoining or conditioning performance of some or all of our operations in a particular area. Certain environmental laws impose strict, joint and several liability for costs required to clean up and restore sites where hazardous substances, hydrocarbons or waste products have been released, even under circumstances where the substances, hydrocarbons or wastes have been released by a predecessor operator or the activities conducted and from which a release emanated complied with applicable law. Moreover, it is not uncommon for neighboring landowners and other third parties to file claims for personal injury and property damage allegedly caused by noise, odor, or the release of hazardous substances, hydrocarbons or wastes into the environment.

The risk of incurring environmental costs and liabilities in connection with our operations is significant due to our handling of natural gas, NGLs, crude oil and other petroleum products, because of air emissions and product-related discharges arising out of our operations, and as a result of historical industry operations and waste disposal practices. For example, an accidental release from one of our facilities could subject us to substantial liabilities arising from environmental cleanup and restoration costs, claims made by neighboring landowners and other third parties for personal injury, natural resource and property damages and fines or penalties for related violations of environmental laws or regulations.

Moreover, stricter laws, regulations or enforcement policies could significantly increase our operational or compliance costs and the cost of any remediation that may become necessary. For example, in March 2023, the EPA issued its Good Neighbor Plan rule, which imposes emissions-related requirements on fossil fuel-fired power plants and other industrial users in 22 states, including Texas and Louisiana, which could reduce demand for our products and accelerate the transition away from oil and gas to other sources of energy. The Good Neighbor Plan has been stayed by the U.S. Supreme Court, although the EPA is pursuing a supplemental final action concerning the rule; in December 2024, for example, the EPA issued a notice addressing a particular concern that the U.S. Supreme Court preliminary finding had not been adequately explained upon the granting of applications to stay enforcement of the Good Neighbor Plan. While the new Presidential administration may decline to pursue the rule or take other modifying actions, such actions and their timing cannot be predicted.

There continues to be uncertainty on the federal government's applicable jurisdictional reach under the Clean Water Act over waters of the United States, including wetlands, as the EPA and the U.S. Army Corps of Engineers ("Corps") under the Obama, Trump and Biden Administrations have pursued multiple rulemakings since 2015 in an attempt to determine the scope of such reach. Following legal challenges, the implementation of the most recent September 2023 rule currently varies by state, with 27 states interpreting the definition consistent with the pre-2015 regulatory regime and the changes made by the *Sackett v. EPA* decision, and the remaining 23 states implementing the September 2023 rule. Additionally, we cannot predict what actions the new Presidential administration may take with respect to these regulations and the timing of any such actions. As a result, there is significant uncertainty with respect to wetlands regulations under the Clean Water Act at this time. The implementation of the final rule, results of the litigation and any further expansion of the scope of the Clean Water Act's jurisdiction in areas where we or our customers conduct operations, could lead to delays, restrictions or cessation of the development of projects, result in longer permitting timelines, or increased compliance expenditures or mitigation costs for our and our oil and natural gas customers' operations, which may reduce the rate of production of natural gas or crude oil from operators with whom we have a business relationship and, in turn, have a material adverse effect on our business, results of operations and cash flows.

Separately, Nationwide Permit ("NWP") 12, which is available under the Clean Water Act for certain oil and gas activities, has been subject to legal challenges and regulatory revision in recent years. The Corps has been engaged in a formal review of NWP 12 as a result of these actions. However, while this review is ongoing, the Corps has resumed permitting decisions. Although we cannot predict what actions the new Presidential administration may take to revise NWP 12, any disruption in our ability to obtain coverage under NWP 12 or other general permits may result in increased costs and project delays if we are forced to seek individual permits from the Corps. This in turn could have an adverse effect on our business, financial condition and results of operation.

A change in the jurisdictional characterization of some of our assets by federal, state, tribal or local regulatory agencies or a change in policy by those agencies may result in increased regulation of our assets, which may (i) cause our revenues to decline and operating expenses to increase or (ii) delay or increase the cost of expansion projects.

With the exception of the Driver Residue Pipeline, TPL SouthTex Transmission Company LP, Midland-Permian Pipeline LLC, Delaware-Permian Pipeline LLC, and Targa SouthTex Mustang Transmission Ltd., which are each subject to FERC regulation under the NGPA or limited FERC regulation under the NGA, our natural gas pipeline operations are generally exempt from FERC regulation, but FERC regulation still affects our non-FERC jurisdictional businesses and the markets for products derived from these businesses, including certain FERC reporting and posting requirements in a given year. We believe that the natural gas pipelines in our gathering systems meet the traditional tests FERC has used to establish a pipeline's status as a gatherer not subject to regulation as a natural gas company. However, the distinction between FERC-regulated transmission services and federally unregulated gathering services is the subject of substantial, ongoing litigation, so the classification and regulation of our gathering facilities are subject to change based on future determinations by FERC, the courts or Congress. We also operate natural gas pipelines that extend from some of our processing plants to interconnections with both intrastate and interstate natural gas pipelines. Those facilities, known in the industry as "plant tailgate" pipelines, typically operate at transmission pressure levels and may transport "pipeline quality" natural gas. Because our plant tailgate pipelines are relatively short, we treat them as "stub" lines, which are exempt from FERC's jurisdiction under the Natural Gas Act.

Targa NGL, Targa Gulf Coast, and Grand Prix Pipeline have pipelines that are considered common carrier pipelines subject to regulation by FERC under the ICA. The ICA requires that we maintain tariffs on file with FERC for each of the Targa NGL, Targa Gulf Coast and Grand Prix Pipeline common carrier pipelines that have not been granted a waiver. Those tariffs set forth the rates we charge for providing transportation services as well as the rules and regulations governing these services. The ICA requires, among other things, that rates on interstate common carrier pipelines be "just and reasonable" and non-discriminatory. With respect to pipelines that have been granted a waiver of the ICA and related regulations by FERC, should a particular pipeline's circumstances change, FERC could, either at the request of other entities or on its own initiative, assert that such pipeline no longer qualifies for a waiver. In the event that FERC were to determine that one or more of these pipelines no longer qualified for a waiver, we would likely be required to file a tariff with FERC for the applicable pipeline(s), provide a cost justification for the transportation charge, and provide regulated services to all potential shippers without undue discrimination. Such a change in the jurisdictional status of transportation on these pipelines could adversely affect our results of operations.

The classification of some of our gathering facilities, transportation pipelines, and purchase and sale transactions as FERC-jurisdictional or non-jurisdictional may be subject to change based on future determinations by FERC, the courts or Congress, in which case, our operating costs could increase and we could be subject to enforcement actions under the EP Act of 2005.

Various federal agencies within the U.S. Department of the Interior, particularly the BLM, Office of Natural Resources Revenue (formerly the Minerals Management Service) and the Bureau of Indian Affairs, along with the Three Affiliated Tribes, promulgate and enforce regulations pertaining to operations on the Fort Berthold Indian Reservation, on which we operate a significant portion of our Badlands gathering and processing assets. The Three Affiliated Tribes is a sovereign nation having the right to enforce certain laws and regulations independent from federal, state and local statutes and regulations. These tribal laws and regulations include various taxes, fees and other conditions that apply to lessees, operators and contractors conducting operations on Native American tribal lands. Lessees and operators conducting operations on tribal lands can generally be subject to the Native American tribal court system. One or more of these factors may increase our costs of doing business on the Fort Berthold Indian Reservation and may have an adverse impact on our ability to effectively transport products within the Fort Berthold Indian Reservation or to conduct our operations on such lands.

Other FERC regulations may indirectly impact our businesses and the markets for products derived from these businesses. FERC's policies and practices across the range of its natural gas and liquids regulatory activities, including, for example, its policies on open access transportation, gas quality, ratemaking, capacity release and market center promotion, may indirectly affect the natural gas and liquids markets. In recent years, FERC has pursued pro-competitive policies in its regulation of interstate natural gas and liquids pipelines. However, we cannot assure you that FERC will continue this approach as it considers matters such as pipeline rates and rules and policies that may affect rights of access to transportation capacity. For more information regarding the regulation of our operations, see "Item 1. Business—Regulation of Operations."

Should we fail to comply with all applicable FERC-administered statutes, rules, regulations and orders, we could be subject to substantial penalties and fines.

Under the EP Act of 2005, FERC has civil penalty authority under the NGA and NGPA to impose penalties for violations of the NGA or NGPA up to a maximum amount that is adjusted annually for inflation, which for 2025 equals approximately $1.6 million per violation per day, as well as authority to order disgorgement of profits associated with any violation. While our systems other than the Driver Residue Pipeline, TPL SouthTex Transmission Company LP, TPL SouthTex Pipeline Company LLC, Midland-Permian Pipeline LLC, Delaware-Permian Pipeline LLC, and Targa SouthTex Mustang Transmission Ltd., have not been regulated by FERC under the NGA or NGPA, FERC has adopted regulations that may subject certain of our otherwise non-FERC jurisdictional facilities to FERC annual reporting and daily scheduled flow and capacity posting requirements. In addition, FERC has civil penalty authority under the ICA to impose penalties for violations under the ICA up to a maximum amount that is adjusted annually for inflation, which for 2025 was up to approximately $16,590 per violation per day, and failure to comply with the ICA and regulations implementing the ICA could subject us to civil penalty liability. For more information regarding regulation of our operations, see "Item 1. Business—Regulation of Operations." Additional rules and legislation pertaining to those and other matters may be considered or adopted by FERC from time to time.

We are subject to cybersecurity and data privacy laws and regulations, and we may become subject to litigation and directives relating to our processing of personal information.

The jurisdictions in which we operate (including the United States) have laws governing how we must respond to a cyber incident that results in the unauthorized access, disclosure, or loss of personal information. Additionally, laws and regulations governing data privacy and unauthorized disclosure of personal information and imposing certain cybersecurity-related requirements pose increasingly complex compliance challenges. For example, Texas has enacted data privacy legislation. Some or all of such legislation will elevate our compliance costs over time. Our business involves collection, use, and other processing of personal information and personally identifiable information of our employees, investors, contractors, suppliers, and customer contacts. As legislation continues to develop and cyber incidents continue to evolve, we will likely be required to expend significant resources to continue to modify or enhance our protective measures to comply with such legislation and to detect, investigate and remediate vulnerabilities to cyber incidents. Any failure by us, or a company we acquire, to comply with such laws and regulations could result in reputational harm, loss of goodwill, penalties, liabilities, remediation costs, or mandated changes in our business practices. Each has the potential to materially impact our financial condition.

Item 1B. Unresolved Staff Comments

None.

Item 1C. Cybersecurity

Description of Processes for Assessing, Identifying, and Managing Cybersecurity Risks

Cybersecurity risk is an area of focus for Targa, particularly as our operations become increasingly dependent on digital technologies. Across the world, cybersecurity incidents are occurring more frequently, use increasingly sophisticated methods and could pose serious risks to the Company's data integrity, reputation, operations and revenue. The Company has a cybersecurity program, which uses technology and processes to help mitigate cybersecurity risks, with our Security Operations team working to monitor, assess, identify, and respond to potential cybersecurity incidents that threaten the Company. The program also focuses on security awareness and training for employees and contractors with access to Company facilities or systems.

We utilize the National Institute of Standards and Technology Cybersecurity Framework as well as supplemental guidance for information and operational technologies to assess current risks against deployed current countermeasures. We seek to follow federal and state statutory and regulatory guidance and have adopted internal policies and standards that we believe are in alignment with these requirements. Our cybersecurity program covers Targa's general corporate information and operational technology systems, which support our various lines of business.

Our cybersecurity program also follows defense in depth principles, which aim to implement various layered access control, detection, prevention, and response measures. Targa has formal disaster recovery and business continuity plans, as well as a Cyber Incident Response Plan, which is periodically tested using tabletop exercises.

We regularly engage with independent third parties to assess our vulnerabilities and help us mitigate cybersecurity-related risks. Targa's security posture is also tested by internal Targa personnel and independent third parties to gauge its effectiveness.

Our cybersecurity program includes a formally documented process for oversight of cybersecurity risks associated with our third-party service providers. This process begins prior to engagement. Third-party service providers are evaluated using independent assessment tools to gauge their security posture.

The above cybersecurity risk management processes are integrated into our overall risk management program. While we seek to continually evaluate cybersecurity risks based upon emerging threats as a part of the Company's risk management processes, overall cybersecurity risks to the Company are also evaluated annually by independent consultants and learnings are incorporated into the overall Company risk matrices.

Our Code of Conduct communicates our expectation that employees and contractors will maintain the security of our information technology systems. All employees are presented with Code of Conduct training annually. Each employee's and contractor's ability to recognize and report cyber threats is an important component of our cybersecurity program. As a result, security awareness and training are provided to employees and contractors with access to our facilities or systems. We focus on increasing employee awareness of phishing attempts and train employees to be aware of cyber risks.

We recognize that cybersecurity risks continue to emerge and evolve. Assessment and enhancement of our security posture in predicting and responding to the changing threat landscape are core goals of our cybersecurity program. Targa maintains relationships with various cybersecurity industry subject matter experts, governmental agencies, law enforcement research and benchmarking organizations, and industry peers as part of our effort to improve our program based on threat information and available countermeasures.

We continue to make investments in new technologies to protect our facilities, users, and stakeholders, and to protect the personally identifiable information we maintain.

Board of Directors' Oversight of Risks from Cybersecurity Risks

Cybersecurity risks are overseen at the board level through the Audit Committee. As part of this oversight, the Audit Committee, with several key members of management, meets quarterly to discuss ongoing initiatives and seek to ensure coordination between enterprise stakeholders. At these meetings, our Vice President of Security Operations and Senior Vice President of Technology, who oversee the Company's cybersecurity program, review with our Audit Committee current and emerging cybersecurity-related threats as well as key performance indicators for cybersecurity process maturity, operational performance, and enterprise performance in countering these threats. Our Vice President of Security Operations and Senior Vice President of Technology also annually review our Company's cybersecurity program with our full board. Based on the information provided through these various processes, our board evaluates the risks facing us and provides guidance as to the appropriate risk management strategy.

Management's Role in Assessing and Managing Cybersecurity Risks

The Vice President of Security Operations and Senior Vice President of Technology are primarily responsible for assessing and managing Targa's material risks from cybersecurity threats, and work to monitor the effectiveness of our cybersecurity detection and response processes in countering current threats and to provide updates to our executive team. Our Vice President of Security Operations has more than 25 years of experience working in the field of cybersecurity, including numerous years directing enterprise-level cybersecurity programs.

No Previous Material Cybersecurity Incidents

As of the date of this report, though the Company and our service providers have experienced certain cybersecurity incidents, we are not aware of any previous cybersecurity incidents that have materially affected or are reasonably likely to materially affect the Company. We acknowledge that cybersecurity threats are continually evolving, and the possibility of future cybersecurity incidents remains. Despite the security and risk management measures that we have implemented and any additional measures we may implement or adopt in the future, our facilities and systems, and those of our third-party service providers, vendors, suppliers, customers and other business partners, have been and are vulnerable to security breaches, computer viruses, lost or misplaced data, programming errors, scams, burglary, human errors, acts of vandalism, misdirected wire transfers, or other malicious or criminal activities. A successful attack on our information or operational technology systems could have material consequences to the Company. While we devote resources to our security measures to protect our systems and information, these measures cannot provide absolute security. See "Item 1A. Risk Factors" for additional information about the risks to our business associated with a breach or compromise to our information technology systems.

Item 2. Properties

A description of our properties is contained in "Item 1. Business" in this Annual Report.

Our principal executive offices are located at 811 Louisiana Street, Suite 2100, Houston, Texas 77002 and our telephone number is 713-584-1000.

Item 3. Legal Proceedings

On December 26, 2018, Vitol Americas Corp. ("Vitol") filed a lawsuit in the 80th District Court of Harris County (the "District Court"), Texas against Targa Channelview LLC, then a subsidiary of the Company ("Targa Channelview"), seeking recovery of $129.0 million in payments made to Targa Channelview, additional monetary damages, attorneys' fees and costs. Vitol alleged that Targa Channelview breached an agreement, dated December 27, 2015, for crude oil and condensate between Targa Channelview and Noble Americas Corp. (the "Splitter Agreement"), which provided for Targa Channelview to construct a crude oil and condensate splitter (the "Splitter") adjacent to a barge dock owned by Targa Channelview to provide services contemplated by the Splitter Agreement. In January 2018, Vitol acquired Noble Americas Corp. and on December 23, 2018, Vitol voluntarily elected to terminate the Splitter Agreement claiming that Targa Channelview failed to timely achieve start-up of the Splitter. Vitol's lawsuit also alleged Targa Channelview made a series of misrepresentations about the capability of the barge dock that would service crude oil and condensate volumes to be processed by the Splitter and Splitter products. Vitol sought return of $129.0 million in payments made to Targa Channelview prior to the start-up of the Splitter, as well as additional damages. On the same date that Vitol filed its lawsuit, Targa Channelview filed a lawsuit against Vitol seeking a judicial determination that Vitol's sole and exclusive remedy was Vitol's voluntarily termination of the Splitter Agreement and, as a result, Vitol was not entitled to the return of any prior payments under the Splitter Agreement or other damages as alleged. Targa also sought recovery of its attorneys' fees and costs in the lawsuit.

On October 15, 2020, the District Court awarded Vitol $129.0 million (plus interest) following a bench trial. In addition, the District Court awarded Vitol $10.5 million in damages for losses and demurrage on crude oil that Vitol purchased for start-up efforts. The Company appealed the award in the Fourteenth Court of Appeals in Houston, Texas. In October 2020, we sold Targa Channelview, but under the agreements governing the sale, we retained the liabilities associated with the Vitol proceedings. On September 13, 2022, the Fourteenth Court of Appeals upheld the trial court's judgment in part with regard to the return of Vitol's prior payments, but modified the judgment to delete Vitol's ability to recover any damages related to losses or demurrage on crude oil. We filed a petition for review with the Supreme Court of Texas which was denied on October 20, 2023. We then filed a petition for rehearing with the Supreme Court of Texas, which was denied on April 19, 2024. On April 26, 2024, as a result of the final determination of Targa's appeal to the Texas Supreme Court related to the Splitter Agreement, we made a cash payment of $184.8 million which included cumulative interest on the award of $55.8 million to Vitol in satisfaction of the Texas state court judgment.

Additional information required for this item is provided in Note 17 – Contingencies, under the heading "Legal Proceedings" included in the Notes to Consolidated Financial Statements included under Part II, Item 8 of this Annual Report, which is incorporated by reference into this item.

Item 4. Mine Safety Disclosures

Not applicable.

PART II

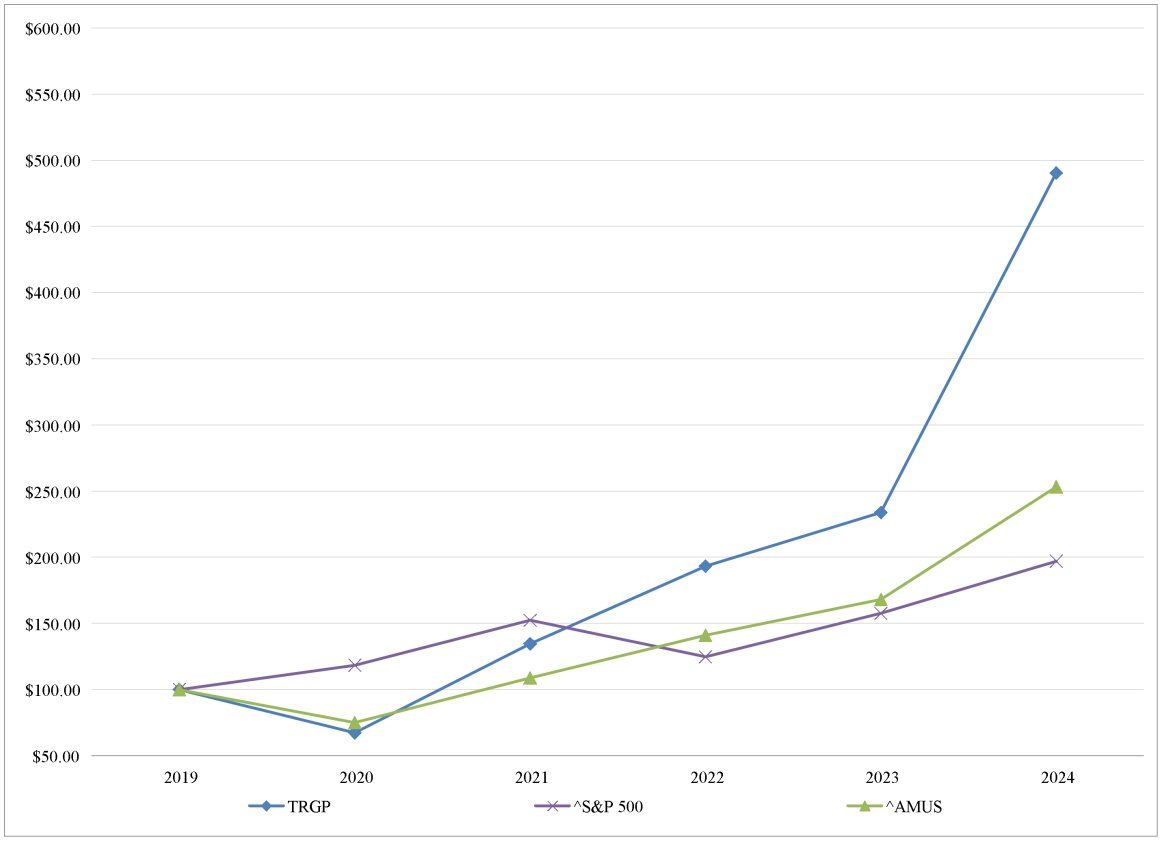
Item 5. Market for Registrant’s Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Market Information

Our common stock is listed on the NYSE under the symbol “TRGP.” As of December 31, 2024, there were 154 stockholders of record of our common stock. This number does not include stockholders whose shares are held in trust by other entities. The actual number of stockholders is greater than the number of holders of record. As of February 14, 2025, there were 218,106,765 shares of common stock outstanding.

Stock Performance Graph

The graph below compares the cumulative total return to holders of Targa Resources Corp.’s common stock, the Standard & Poor's 500 Stock Index (“S&P 500”) and the Alerian US Midstream Energy Index (“AMUS”) during the period beginning on December 31, 2019 and ending on December 31, 2024. The performance graph was prepared based on the following assumptions: (i) $100 was invested in our common stock and in each of the indices at the beginning of the period, and (ii) dividends were reinvested on the relevant payment dates. The stock price performance included in this graph is historical and not necessarily indicative of future stock price performance.



	Year Ended December 31,					
	2019	2020	2021	2022	2023	2024
Targa Resources Corp.	$ 100.00	$ 67.30	$ 134.60	$ 193.25	$ 233.78	$ 490.51
S&P 500 Index	$ 100.00	$ 118.40	$ 152.39	$ 124.79	$ 157.59	$ 197.02
AMUS Index	$ 100.00	$ 75.04	$ 108.82	$ 140.99	$ 168.00	$ 253.25

Pursuant to Instruction 7 to Item 201(e) of Regulation S-K, the above stock performance graph and related information is being furnished and is not being filed with the SEC, and as such shall not be deemed to be incorporated by reference into any filing that incorporates this Annual Report by reference.

Our Dividend Policy

We intend to continue to pay a quarterly dividend to our common stockholders; however, any payment of future dividends is dependent upon our financial condition, results of operations, cash flows, the level of our capital expenditures, future business prospects and any other matters that our board of directors, in consultation with management, deems relevant. Covenants contained in our debt agreements could limit the payment of dividends. For a discussion of restrictions on our and our subsidiaries' ability to pay dividends or make distributions, please see Note 8 – Debt Obligations in our Consolidated Financial Statements.

Recent Sales of Unregistered Equity Securities

There were no sales of unregistered equity securities for the year ended December 31, 2024.

Repurchase of Equity by Targa Resources Corp, or Affiliated Purchasers

Period	Total number of shares purchased (1)	Average price per share	Total number of shares purchased as part of publicly announced plans (2)	Maximum approximate dollar value of shares that may yet be purchased under the plan (in thousands) (2)
October 1, 2024 - October 31, 2024	325,129	$ 156.30	306,520	$ 1,075,390
November 1, 2024 - November 30, 2024	181,192	$ 200.06	179,702	$ 1,039,389
December 1, 2024 - December 31, 2024	124,610	$ 192.82	124,461	$ 1,015,387

(1) Includes 610,683 shares purchased under our 2023 Share Repurchase Program, as well as 20,248 shares that were withheld by us to satisfy tax withholding obligations of certain of our officers, directors and key employees that arose upon the lapse of restrictions on restricted stock. See Note 21 – Compensation Plans for a discussion of our compensation plans.

(2) In May 2023, our Board of Directors approved the 2023 Share Repurchase Program for the repurchase of up to $1.0 billion of our outstanding common stock. In July 2024, our Board of Directors approved the 2024 Share Repurchase Program for the repurchase of up to $1.0 billion of our outstanding common stock. We are not obligated to repurchase any specific dollar amount or number of shares under the Share Repurchase Programs and may discontinue these programs at any time.

Item 6. Reserved

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our consolidated financial statements and the notes included in Part IV of this Annual Report. Additional sections in this Annual Report should be helpful to the reading of our discussion and analysis, including the following: (i) a description of our business strategy found in "Item 1. Business–Overview"; (ii) a description of recent developments, found in "Item 1. Business–Recent Developments"; and (iii) a description of risk factors affecting us and our business, found in "Item 1A. Risk Factors." Discussions of 2022 items and year-to-year comparisons between 2023 and 2022 that are not included in this Annual Report can be found in Part II, Item 7. "Management's Discussion and Analysis of Financial Condition and Results of Operations" of our Annual Report on Form 10-K for the year ended December 31, 2023.

General Trends and Outlook

We expect our results of operations to continue to be affected by the following key trends: commodity prices, volume throughput and demand for our products and services, contract terms and mix, the impact of our hedging activities, the cost to operate and support assets, volatile capital markets and competition. These expectations are based on assumptions made by us and information currently available to us. To the extent our underlying assumptions about or interpretations of available information prove to be incorrect, our actual results may vary materially from our expected results.

Commodity Prices

There has been, and we believe there will continue to be, volatility in commodity prices and in the relationships among natural gas, NGL and crude oil prices. The volatility and uncertainty of natural gas, NGL and crude oil prices impact drilling, completion and other investment decisions by producers and ultimately supply to our systems. See "Item 1A. Risk Factors – Our cash flow is affected by supply and demand for natural gas, NGL products, and crude oil, and by natural gas, NGL, crude oil and condensate prices, and decreases in supply, demand or these prices could adversely affect our results of operations and financial condition."

Our operating income generally improves in an environment of higher natural gas, NGL and condensate prices. Our processing profitability is largely dependent upon pricing and the supply of and market demand for natural gas, NGLs and condensate, both of which are beyond our control. In a declining commodity price environment, without taking into account our hedges, we will realize a reduction in cash flows under our percent-of-proceeds contracts proportionate to average price declines. While we have a significant level of margin that we derive from fee-based arrangements across our operations and particularly for our assets in the Downstream Business, our contract mix, along with our commodity hedging program, serves to mitigate the impact of commodity price movements on our cash flows. For additional information regarding our hedging activities, see "Item 7A. Quantitative and Qualitative Disclosures about Market Risk — Commodity Price Risk."

The following table presents selected average annual and quarterly industry index prices for natural gas, selected NGL products and crude oil for the periods presented:

	Natural Gas $/MMBtu (1)	Illustrative Targa NGL $/gal (2)	Crude Oil $/Bbl (3)
2024			
4th Quarter	$ 2.80	$ 0.65	$ 69.40
3rd Quarter	2.16	0.59	78.71
2nd Quarter	1.89	0.61	79.97
1st Quarter	2.24	0.65	75.61
2024 Average	2.27	0.63	75.92
2023			
4th Quarter	$ 2.88	$ 0.60	$ 78.33
3rd Quarter	2.54	0.62	82.18
2nd Quarter	2.09	0.56	73.75
1st Quarter	3.45	0.70	76.11
2023 Average	2.74	0.62	77.59

(1) Natural gas prices are based on average first of month prices from Henry Hub Inside FERC commercial index prices.

(2) "Illustrative Targa NGL" pricing is weighted using average quarterly prices from Mont Belvieu Non-TET monthly commercial index and represents the following composition for the periods noted:

2024: 44% ethane, 32% propane, 11% normal butane, 4% isobutane and 9% natural gasoline

2023: 44% ethane, 32% propane, 11% normal butane, 4% isobutane and 9% natural gasoline

(3) Crude oil prices are based on average quarterly prices of West Texas Intermediate crude oil as measured on the NYMEX.

Volumes and Demand for our Services

Fluctuations in energy prices can greatly affect production rates and investments by third parties in the development and production of new oil and natural gas reserves. Our operations are affected by the level of crude, natural gas and NGL prices, the relationship among these prices and related activity levels from our customers. In our gathering and processing operations, plant inlet volumes, crude oil volumes and capacity utilization rates generally are driven by wellhead production and our competitive and contractual position on a regional basis and more broadly by the impact of prices for crude oil, natural gas and NGLs on exploration and production activity in the areas of our operations. Drilling and production activity generally decreases as crude oil and natural gas prices decrease below commercially acceptable levels. Producers generally focus their drilling activity on certain basins depending on commodity price fundamentals. Our asset systems are predominantly located in some of the most economic basins in the United States.

The factors that impact the gathering and processing volumes also impact the total volumes that flow to our Downstream Business. Accordingly, increased producer activity will drive demand for our midstream services and may result in incremental growth capital expenditures. Demand for our transportation, fractionation and other fee-based services is largely correlated with producer activity levels. Demand for our international export, storage and terminaling services has remained relatively constant, as demand for these services is based on a number of domestic and international factors.

Contract Terms, Contract Mix and the Impact of Commodity Prices

Across our operations and particularly in our Downstream Business, we benefit from long-term fee-based arrangements for our services. Our Gathering and Processing segment contract mix also has components of fee-based margin, such as fee floors and other fee-based services which mitigate against low commodity prices. The significant level of margin we derive from fee-based arrangements combined with our hedging arrangements helps to mitigate our exposure to commodity price movements. Volatility in commodity prices can have a significant impact on our profitability, especially those percent-of-proceeds contracts that create direct exposure to changes in energy prices by paying us for gathering and processing services with a portion of proceeds from the commodities handled (“equity volumes”).

Contract terms in the Gathering and Processing segment are based upon a variety of factors, including natural gas and crude quality, geographic location, competitive dynamics and the pricing environment at the time the contract is executed, and customer requirements. Our gathering and processing contract mix and, accordingly, our exposure to crude, natural gas and NGL prices may change as a result of producer preferences, competition and changes in production as wells decline at different rates or are added, our expansion into regions where different types of contracts are more common and other market factors.

The contract terms and contract mix of our Downstream Business can also have a significant impact on our results of operations. Transportation and fractionation services are supported by fee-based contracts whose rates and terms are driven by NGL supply and transportation and fractionation capacity. Export services are supported by fee-based contracts whose rates and terms are driven by global LPG supply and demand fundamentals. The Logistics and Transportation segment includes predominantly fee-based contracts.

Impact of Our Commodity Price Hedging Activities

We have hedged the commodity price risk associated with a portion of our expected natural gas, NGL and condensate equity volumes, future commodity purchases and sales, and transportation basis risk by entering into financially settled derivative transactions. These transactions include swaps, futures, and purchased puts (or floors) and calls (or caps) to hedge additional expected equity commodity volumes without creating volumetric risk. We intend to continue managing our exposure to commodity prices in the future by entering into derivative transactions. We actively manage the Downstream Business product inventory and other working capital levels to reduce exposure to changing prices. For additional information regarding our hedging activities, see “Item 7A. Quantitative and Qualitative Disclosures About Market Risk–Commodity Price Risk.”

Operating Expenses

Variable costs such as service and repairs can impact our results. Continued expansion of existing assets will also give rise to additional operating expenses, which will affect our results. The employees supporting our operations are employees of Targa Resources LLC, a Delaware limited liability company, and a wholly-owned subsidiary of ours.

Volatile Capital Markets and Competition

We continuously consider and enter into discussions regarding potential growth projects and acquisitions and may contemplate external funding for potential growth projects and acquisitions. Any limitations on our access to capital may impair our ability to execute this strategy. If the cost of such capital becomes too expensive, our ability to develop or acquire strategic and accretive assets may be limited. We may not be able to raise the necessary funds on satisfactory terms, if at all. The primary factors influencing our cost of borrowing include interest rates, credit spreads, covenants, underwriting or loan origination fees and similar charges we pay to lenders. These factors may impair our ability to execute our growth and acquisition strategy.

Current economic conditions and competition for asset purchases and development opportunities could limit our ability to fully execute our growth strategy. Due to increased volatility in commodity prices and the broader market, the ability of companies in the oil and gas industry to seek financing and access the capital markets on favorable terms or at all has been negatively impacted. We believe we have sufficient access to financial resources and liquidity necessary to meet our requirements for working capital, debt service payments and capital expenditures in 2025 and beyond. For additional information regarding our financing activities, see “Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations — Our Liquidity and Capital Resources.”

How We Evaluate Our Operations

The profitability of our business is a function of the difference between: (i) the revenues we receive from our operations, including fee-based revenues from services and revenues from the natural gas, NGLs, crude oil and condensate we sell, and (ii) the costs associated with conducting our operations, including the costs of wellhead natural gas, crude oil and mixed NGLs that we purchase as well as operating, general and administrative costs and the impact of our commodity hedging activities. Because commodity price movements tend to impact both revenues and costs, increases or decreases in our revenues alone are not necessarily indicative of increases or decreases in our profitability. Our contract portfolio, the prevailing pricing environment for crude oil, natural gas and NGLs, the impact of our commodity hedging program and its ability to mitigate exposure to commodity price movements, and the volumes of crude oil, natural gas and NGL throughput on our systems are important factors in determining our profitability. Our profitability is also affected by the NGL content in gathered wellhead natural gas, supply and demand for our products and services, utilization of our assets and changes in our customer mix.

Our profitability is also impacted by fee-based contracts. Our growing capital expenditures for pipelines and gathering and processing assets underpinned by fee-based margin, expansion of our Downstream facilities, continued focus on adding fee-based margin to our existing and future gathering and processing contracts, as well as third-party acquisitions of businesses and assets, will continue to increase the number of our contracts that are fee-based. Fixed fees for services such as gathering and processing, transportation, fractionation, storage, terminaling and crude oil gathering are not directly tied to changes in market prices for commodities. Nevertheless, a change in market dynamics such as available commodity throughput does affect profitability.

Management uses a variety of financial measures and operational measurements to analyze our performance. These include: (i) throughput volumes, facility efficiencies and fuel consumption, (ii) operating expenses, (iii) capital expenditures and (iv) the following non-GAAP measures: adjusted EBITDA, adjusted cash flow from operations, adjusted free cash flow and adjusted operating margin (segment).

Throughput Volumes, Facility Efficiencies and Fuel Consumption

Our profitability is impacted by our ability to add new sources of natural gas supply and crude oil supply to offset the natural decline of existing volumes from oil and natural gas wells that are connected to our gathering and processing systems. This is achieved by connecting new wells and adding new volumes in existing areas of production, as well as by capturing crude oil and natural gas supplies currently gathered by third parties. Similarly, our profitability is impacted by our ability to add new sources of mixed NGL supply, connected by third-party transportation and Grand Prix, to our Downstream Business fractionation facilities and at times to our export facilities. We fractionate NGLs generated by our gathering and processing plants, as well as by contracting for mixed NGL supply from third-party facilities.

In addition, we seek to increase adjusted operating margin by limiting volume losses, reducing fuel consumption and by increasing efficiency. With our gathering systems’ extensive use of remote monitoring capabilities, we monitor the volumes received at the wellhead or central delivery points along our gathering systems, the volume of natural gas received at our processing plant inlets and the volumes of NGLs and residue natural gas recovered by our processing plants. We also monitor the volumes of NGLs received, stored, fractionated and delivered across our logistics assets. This information is tracked through our processing plants and Downstream Business facilities to determine customer settlements for sales and volume related fees for service and helps us increase efficiency and reduce fuel consumption.

As part of monitoring the efficiency of our operations, we measure the difference between the volume of natural gas received at the wellhead or central delivery points on our gathering systems and the volume received at the inlet of our processing plants as an indicator of fuel consumption and line loss. We also track the difference between the volume of natural gas received at the inlet of the processing plant and the NGLs and residue gas produced at the outlet of such plant to monitor the fuel consumption and recoveries of our facilities. Similar tracking is performed for our crude oil gathering and logistics assets and our NGL pipelines. These volume, recovery and fuel consumption measurements are an important part of our operational efficiency analysis and safety programs.

Operating Expenses

Operating expenses are costs associated with the operation of specific assets. Labor, contract services, repair and maintenance and ad valorem taxes comprise the most significant portion of our operating expenses. These expenses remain relatively stable and independent of the volumes through our systems, but may increase with system expansions and inflation, and will fluctuate depending on the scope of the activities performed during a specific period.

Capital Expenditures

Our capital expenditures are classified as growth capital expenditures and maintenance capital expenditures. Growth capital expenditures improve the service capability of the existing assets, extend asset useful lives, increase capacities from existing levels, add capabilities, and reduce costs or enhance revenues. Maintenance capital expenditures are those expenditures that are necessary to maintain the service capability of our existing assets, including the replacement of system components and equipment, which are worn, obsolete or completing their useful life and expenditures to remain in compliance with environmental laws and regulations.

Capital spending associated with growth and maintenance projects is closely monitored. Return on investment is analyzed before a capital project is approved, spending is closely monitored throughout the development of the project, and the subsequent operational performance is compared to the assumptions used in the economic analysis performed for the capital investment approval.

Non-GAAP Measures

We utilize non-GAAP measures to analyze our performance. Adjusted EBITDA, adjusted cash flow from operations, adjusted free cash flow and adjusted operating margin (segment) are non-GAAP measures. The GAAP measures most directly comparable to these non-GAAP measures are income (loss) from operations, Net income (loss) attributable to Targa Resources Corp. and segment operating margin. These non-GAAP measures should not be considered as an alternative to GAAP measures and have important limitations as analytical tools. Investors should not consider these measures in isolation or as a substitute for analysis of our results as reported under GAAP. Additionally, because our non-GAAP measures exclude some, but not all, items that affect income and segment operating margin, and are defined differently by different companies within our industry, our definitions may not be comparable with similarly titled measures of other companies, thereby diminishing their utility. Management compensates for the limitations of our non-GAAP measures as analytical tools by reviewing the comparable GAAP measures, understanding the differences between the measures and incorporating these insights into our decision-making processes.

Adjusted Operating Margin

We define adjusted operating margin for our segments as revenues less product purchases and fuel. It is impacted by volumes and commodity prices as well as by our contract mix and commodity hedging program.

Gathering and Processing adjusted operating margin consists primarily of:

- service fees related to natural gas and crude oil gathering, treating and processing; and
- revenues from the sale of natural gas, condensate, crude oil and NGLs less producer settlements, fuel and transport and our equity volume hedge settlements.

Logistics and Transportation adjusted operating margin consists primarily of:

- service fees (including the pass-through of energy costs included in certain fee rates);
- system product gains and losses; and
- NGL and natural gas sales, less NGL and natural gas purchases, fuel, third-party transportation costs and the net inventory change.

The adjusted operating margin impacts of mark-to-market hedge unrealized changes in fair value are reported in Other.

Adjusted operating margin for our segments provides useful information to investors because it is used as a supplemental financial measure by management and by external users of our financial statements, including investors and commercial banks, to assess:

- the financial performance of our assets without regard to financing methods, capital structure or historical cost basis;
- our operating performance and return on capital as compared to other companies in the midstream energy sector, without regard to financing or capital structure; and
- the viability of capital expenditure projects and acquisitions and the overall rates of return on alternative investment opportunities.

Management reviews adjusted operating margin and operating margin for our segments monthly as a core internal management process. We believe that investors benefit from having access to the same financial measures that management uses in evaluating our operating results. The reconciliation of our adjusted operating margin to the most directly comparable GAAP measure is presented under "Management's Discussion and Analysis of Financial Condition and Results of Operations – Results of Operations – By Reportable Segment."

Adjusted EBITDA

We define adjusted EBITDA as Net income (loss) attributable to Targa Resources Corp. before interest, income taxes, depreciation and amortization, and other items that we believe should be adjusted consistent with our core operating performance. The adjusting items are detailed in the adjusted EBITDA reconciliation table and its footnotes. Adjusted EBITDA is used as a supplemental financial measure by us and by external users of our financial statements such as investors, commercial banks and others to measure the ability of our assets to generate cash sufficient to pay interest costs, support our indebtedness and pay dividends to our investors.

Adjusted Cash Flow from Operations and Adjusted Free Cash Flow

We define adjusted cash flow from operations as adjusted EBITDA less cash interest expense on debt obligations and cash taxes. We define adjusted free cash flow as adjusted cash flow from operations less maintenance capital expenditures (net of any reimbursements of project costs) and growth capital expenditures, net of contributions from noncontrolling interest and including contributions to investments in unconsolidated affiliates. Adjusted cash flow from operations and adjusted free cash flow are performance measures used by us and by external users of our financial statements, such as investors, commercial banks and research analysts, to assess our ability to generate cash earnings (after servicing our debt and funding capital expenditures) to be used for corporate purposes, such as payment of dividends, retirement of debt or redemption of other financing arrangements.

Our Non-GAAP Financial Measures

The following table reconciles the non-GAAP financial measures used by management to the most directly comparable GAAP measures for the periods indicated:

	Year Ended December 31,	
	2024	2023
	(In millions)	
Reconciliation of Net income (loss) attributable to Targa Resources Corp. to Adjusted EBITDA, Adjusted Cash Flow from Operations and Adjusted Free Cash Flow		
Net income (loss) attributable to Targa Resources Corp.	$ 1,312.0	$ 1,345.9
Interest (income) expense, net	767.2	687.8
Income tax expense (benefit)	384.5	363.2
Depreciation and amortization expense	1,423.0	1,329.6
(Gain) loss on sale or disposition of assets	(3.1)	(5.3)
Write-down of assets	6.2	6.9
(Gain) loss from financing activities	0.8	2.1
Equity (earnings) loss	(9.4)	(9.0)
Distributions from unconsolidated affiliates	25.3	18.6
Compensation on equity grants	63.2	62.4
Risk management activities	164.6	(275.4)
Noncontrolling interests adjustments (1)	3.9	(3.7)
Litigation expense (2)	4.1	6.9
Adjusted EBITDA	**$ 4,142.3**	**$ 3,530.0**
Interest expense on debt obligations (3)	(752.4)	(675.8)
Cash taxes	(17.5)	(13.6)
Adjusted Cash Flow from Operations	**$ 3,372.4**	**$ 2,840.6**
Maintenance capital expenditures, net (4)	(231.9)	(223.4)
Growth capital expenditures, net (4)	(3,000.4)	(2,224.5)
Adjusted Free Cash Flow	**$ 140.1**	**$ 392.7**

(1) Represents adjustments related to our subsidiaries with noncontrolling interests, including depreciation and amortization expense as well as earnings for certain plants within our WestTX joint venture not subject to noncontrolling interest.

(2) Litigation expense includes charges related to litigation resulting from the major winter storm in February 2021 that we consider outside the ordinary course of our business and/or not reflective of our ongoing core operations. We may incur such charges from time to time, and we believe it is useful to exclude such charges because we do not consider them reflective of our ongoing core operations and because of the generally singular nature of the claims underlying such litigation.

(3) Excludes amortization of interest expense. The year ended December 31, 2024 includes $55.8 million of interest expense associated with the Splitter Agreement ruling.

(4) Represents capital expenditures, net of contributions from noncontrolling interests and includes contributions to investments in unconsolidated affiliates.

Consolidated Results of Operations

The following table and discussion is a summary of our consolidated results of operations:

	Year Ended December 31,			
	2024	2023	2024 vs. 2023	
		(In millions)		
Revenues:				
Sales of commodities	$ 13,891.8	$ 13,962.1	$ (70.3)	(1%)
Fees from midstream services	2,489.7	2,098.2	391.5	19%
Total revenues	16,381.5	16,060.3	321.2	2%
Product purchases and fuel	10,703.0	10,676.4	26.6	—
Operating expenses	1,175.6	1,077.9	97.7	9%
Depreciation and amortization expense	1,423.0	1,329.6	93.4	7%
General and administrative expense	384.9	348.7	36.2	10%
Other operating (income) expense	(0.4)	1.5	(1.9)	NM
Income (loss) from operations	2,695.4	2,626.2	69.2	3%
Interest expense, net	(767.2)	(687.8)	(79.4)	12%
Equity earnings (loss)	9.4	9.0	0.4	4%
Gain (loss) from financing activities	(0.8)	(2.1)	1.3	62%
Other, net	1.2	(2.8)	4.0	NM
Income tax (expense) benefit	(384.5)	(363.2)	(21.3)	6%
Net income (loss)	1,553.5	1,579.3	(25.8)	(2%)
Less: Net income (loss) attributable to noncontrolling interests	241.5	233.4	8.1	3%
Net income (loss) attributable to Targa Resources Corp.	1,312.0	1,345.9	(33.9)	(3%)
Premium on repurchase of noncontrolling interests, net of tax	32.9	510.1	(477.2)	(94%)
Net income (loss) attributable to common shareholders	$ 1,279.1	$ 835.8	$ 443.3	53%
Financial data:				
Adjusted EBITDA (1)	$ 4,142.3	$ 3,530.0	$ 612.3	17%
Adjusted cash flow from operations (1)	3,372.4	2,840.6	531.8	19%
Adjusted free cash flow (1)	140.1	392.7	(252.6)	(64%)

(1) Adjusted EBITDA, adjusted cash flow from operations and adjusted free cash flow are non-GAAP financial measures and are discussed under “Management’s Discussion and Analysis of Financial Condition and Results of Operations–How We Evaluate Our Operations.”

NM Due to a low denominator, the noted percentage change is disproportionately high and as a result, considered not meaningful.

2024 Compared to 2023

Commodity sales are relatively flat reflecting lower natural gas and condensate prices ($1,242.8 million) and the unfavorable impact of hedges ($686.5 million), offset by higher NGL, natural gas and condensate volumes ($1,607.2 million), and higher NGL prices ($251.6 million).

The increase in fees from midstream services is primarily due to higher gas gathering and processing fees, higher transportation and fractionation fees, and higher export volumes.

Product purchases and fuel are relatively flat reflecting higher NGL and natural gas volumes, offset by lower natural gas prices.

The increase in operating expenses is primarily due to higher labor, maintenance, rental and chemical costs as a result of increased activity and system expansions, partially offset by lower taxes.

See “—Results of Operations—By Reportable Segment” for additional information on a segment basis.

The increase in depreciation and amortization expense is primarily due to the impact of system expansions on our asset base, partially offset by the shortening of depreciable lives of certain assets that were idled in 2023.

The increase in general and administrative expense is primarily due to higher compensation and benefits and professional fees.

The increase in interest expense, net, is due to recognition of cumulative interest on a 2024 legal ruling associated with the Splitter Agreement and higher borrowings, partially offset by higher capitalized interest. Higher capitalized interest is due to system expansions and higher interest rates. See Note 17 – Contingencies for additional information related to the legal ruling.

The increase in income tax expense is primarily due to the release of state valuation allowance in 2023.

The premium on repurchase of noncontrolling interests, net of tax is primarily due to the CBF Acquisition in 2024 and the Grand Prix Transaction in 2023.

Results of Operations—By Reportable Segment

Our operating margins by reportable segment are:

	Gathering and Processing	Logistics and Transportation	Other
		(In millions)	
Year Ended:			
December 31, 2024	$ 2,312.4	$ 2,355.1	$ (164.6)
December 31, 2023	2,082.2	1,948.7	275.5

Gathering and Processing Segment

	Year Ended December 31,			
	2024	2023	2024 vs. 2023	
	(In millions, except operating statistics and price amounts)			
Operating margin	$ 2,312.4	$ 2,082.2	$ 230.2	11%
Operating expenses	814.6	746.6	68.0	9%
Adjusted operating margin	$ 3,127.0	$ 2,828.8	$ 298.2	11%
Operating statistics (1):				
Plant natural gas inlet, MMcf/d (2) (3)				
Permian Midland (4)	2,933.1	2,535.2	397.9	16%
Permian Delaware	2,837.3	2,526.5	310.8	12%
Total Permian	5,770.4	5,061.7	708.7	14%
SouthTX	325.9	367.4	(41.5)	(11%)
North Texas	186.9	205.9	(19.0)	(9%)
SouthOK (5)	351.7	385.0	(33.3)	(9%)
WestOK	212.8	207.1	5.7	3%
Total Central	1,077.3	1,165.4	(88.1)	(8%)
Badlands (5) (6)	136.3	130.0	6.3	5%
Total Field	6,984.0	6,357.1	626.9	10%
Coastal	449.6	541.1	(91.5)	(17%)
Total	7,433.6	6,898.2	535.4	8%
NGL production, MBbl/d (3)				
Permian Midland (4)	428.4	367.7	60.7	17%
Permian Delaware	359.9	321.6	38.3	12%
Total Permian	788.3	689.3	99.0	14%
SouthTX (5)	32.8	40.9	(8.1)	(20%)
North Texas	22.6	24.0	(1.4)	(6%)
SouthOK (5)	35.0	43.1	(8.1)	(19%)
WestOK	15.1	12.5	2.6	21%
Total Central	105.5	120.5	(15.0)	(12%)
Badlands (5)	16.6	15.5	1.1	7%
Total Field	910.4	825.3	85.1	10%
Coastal	35.8	39.2	(3.4)	(9%)
Total	946.2	864.5	81.7	9%
Crude oil, Badlands, MBbl/d	106.6	105.5	1.1	1%
Crude oil, Permian, MBbl/d	27.9	27.4	0.5	2%
Natural gas sales, BBtu/d (3)	2,780.5	2,685.8	94.7	4%
NGL sales, MBbl/d (3)	558.2	495.8	62.4	13%
Condensate sales, MBbl/d	19.3	18.5	0.8	4%
Average realized prices (7):				
Natural gas, $/MMBtu	0.67	1.94	(1.27)	(65%)
NGL, $/gal	0.46	0.46	—	—
Condensate, $/Bbl	73.35	74.35	(1.00)	(1%)

(1) Segment operating statistics include the effect of intersegment amounts, which have been eliminated from the consolidated presentation. For all volume statistics presented, the numerator is the total volume sold during the period and the denominator is the number of calendar days during the period.

(2) Plant natural gas inlet represents our undivided interest in the volume of natural gas passing through the meter located at the inlet of a natural gas processing plant, other than Badlands.

(3) Plant natural gas inlet volumes and gross NGL production volumes include producer take-in-kind volumes, while natural gas sales and NGL sales exclude producer take-in-kind volumes.

(4) Permian Midland includes operations in WestTX, of which we own a 72.8% undivided interest, and other plants that are owned 100% by us. Operating results for the WestTX undivided interest assets are presented on a pro-rata net basis in our reported financials.

(5) Operations include facilities that are not wholly owned by us. For more information regarding our joint ventures and jointly owned facilities, see "Item 1. Business—Our Business Operations."

(6) Badlands natural gas inlet represents the total wellhead volume and includes the Targa volumes processed at the LM4 plant.

(7) Average realized prices, net of fees, include the effect of realized commodity hedge gain/loss attributable to our equity volumes. The price is calculated using total commodity sales plus the hedge gain/loss as the numerator and total sales volume as the denominator, net of fees.

The following table presents the realized commodity hedge gain (loss) attributable to our equity volumes that are included in the adjusted operating margin of the Gathering and Processing segment:

	Year Ended December 31, 2024			Year Ended December 31, 2023		
	(In millions, except volumetric data and price amounts)					
	Volume Settled	Price Spread (1)	Gain (Loss)	Volume Settled	Price Spread (1)	Gain (Loss)
Natural gas (BBtu)	43.7	$ 1.92	$ 84.1	63.2	$ 1.22	$ 77.4
NGL (MMgal)	449.8	0.04	15.8	680.3	0.07	49.9
Crude oil (MBbl)	2.1	(2.05)	(4.3)	2.4	(6.92)	(16.6)
			$ 95.6			$ 110.7

(1) The price spread is the differential between the contracted derivative instrument pricing and the price of the corresponding settled commodity transaction.

2024 Compared to 2023

The increase in adjusted operating margin was predominantly due to higher natural gas inlet volumes which drove higher fee-based income in the Permian, partially offset by lower natural gas and condensate prices. The increase in natural gas inlet volumes was attributable to the addition of the Legacy II plant during the first quarter of 2023, the Midway plant during the second quarter of 2023, the Greenwood I and Wildcat II plants during the fourth quarter of 2023, the Roadrunner II plant during the second quarter of 2024, the Greenwood II plant during the fourth quarter of 2024, and continued strong producer activity.

The increase in operating expenses was primarily due to higher volumes and multiple plant additions in the Permian.

Logistics and Transportation Segment

	Year Ended December 31,			
	2024	2023	2024 vs. 2023	
	(In millions, except operating statistics)			
Operating margin	$ 2,355.1	$ 1,948.7	$ 406.4	21%
Operating expenses	362.3	332.0	30.3	9%
Adjusted operating margin	$ 2,717.4	$ 2,280.7	$ 436.7	19%
Operating statistics MBbl/d (1):				
NGL pipeline transportation volumes (2)	800.8	635.5	165.3	26%
Fractionation volumes	936.1	798.1	138.0	17%
Export volumes (3)	423.6	365.2	58.4	16%
NGL sales	1,159.1	1,019.8	139.3	14%

(1) Segment operating statistics include intersegment amounts, which have been eliminated from the consolidated presentation. For all volume statistics presented, the numerator is the total volume sold during the period and the denominator is the number of calendar days during the period.

(2) Represents the total quantity of mixed NGLs that earn a transportation margin.

(3) Export volumes represent the quantity of NGL products delivered to third-party customers at our Galena Park Marine Terminal that are destined for international markets.

2024 Compared to 2023

The increase in adjusted operating margin was due to higher pipeline transportation and fractionation margin, higher marketing margin, and higher LPG export margin. Pipeline transportation and fractionation volumes benefited from higher supply volumes primarily from our Permian Gathering and Processing systems, the addition of Train 9 during the second quarter of 2024, the in-service of the Daytona NGL Pipeline during the third quarter of 2024, and the addition of Train 10 during the fourth quarter of 2024. Marketing margin increased due to greater optimization opportunities. LPG export margin increased due to higher volumes as we benefited from the completion of the export expansion project during the third quarter of 2023 and the Houston Ship Channel allowing night-time vessel transits, partially offset by maintenance and required inspections.

The increase in operating expenses was due to higher system volumes, higher compensation and benefits, higher taxes, higher repairs and maintenance and the addition of two trains during 2024.

Other

	Year Ended December 31,		
	2024	2023	2024 vs. 2023
	(In millions)		
Operating margin	$ (164.6)	$ 275.5	$ (440.1)
Adjusted operating margin	$ (164.6)	$ 275.5	$ (440.1)

Other contains the results of commodity derivative activity mark-to-market gains/losses related to derivative contracts that were not designated as cash flow hedges. We have entered into derivative instruments to hedge the commodity price associated with a portion of our future commodity purchases and sales and natural gas transportation basis risk within our Logistics and Transportation segment. See further details of our risk management program in "Item 7A. – Quantitative and Qualitative Disclosures About Market Risk."

Our Liquidity and Capital Resources

As of December 31, 2024, inclusive of our consolidated joint venture accounts, we had $157.3 million of Cash and cash equivalents on our Consolidated Balance Sheets. On a consolidated basis, our main sources of liquidity and capital resources are internally generated cash flows from operations, borrowings under the New TRGP Revolver, Commercial Paper Program, Securitization Facility, and access to debt and equity capital markets. We supplement these sources of liquidity with joint venture arrangements and proceeds from asset sales. Our exposure to adverse credit conditions includes our credit facilities, cash investments, hedging abilities, customer performance risks and counterparty performance risks.

We believe our sources of liquidity and capital resources are sufficient to meet our anticipated cash requirements for at least the next twelve months to satisfy our obligations. Our ability to generate cash is subject to a number of factors, some of which are beyond our control. These include commodity prices and ongoing efforts to manage operating costs and maintenance capital expenditures, as well as general economic, financial, competitive, legislative, regulatory and other factors. For additional discussion on recent factors impacting our liquidity and capital resources, see "Recent Developments."

Short-term Liquidity

Our principal sources of short-term liquidity consist of internally generated cash flow, borrowings available under the New TRGP Revolver, as well as our right to request additional commitment increases under the New TRGP Revolver, our Commercial Paper Program, the Securitization Facility, proceeds from debt and equity offerings, and joint ventures and/or asset sales. Based on anticipated levels of operations and absent any disruptive events, we believe our liquidity is sufficient to finance our operations, capital expenditures, quarterly cash dividends and obligations, as discussed further below, for at least the next twelve months.

Our short-term liquidity on a consolidated basis as of February 18, 2025 was:

	Consolidated Total (In millions)
Cash on hand (1)	$ 254.5
Total availability under the Securitization Facility	600.0
Total availability under the New TRGP Revolver and Commercial Paper Program	3,500.0
	4,354.5
Outstanding borrowings under the Securitization Facility	(600.0)
Outstanding borrowings under the New TRGP Revolver and Commercial Paper Program	(881.0)
Outstanding letters of credit under the New TRGP Revolver	(9.4)
Total liquidity	$ 2,864.1

(1) Includes cash held in our consolidated joint venture accounts.

Other potential capital resources associated with our existing arrangements include our right to request an additional $500.0 million in commitment increases under the New TRGP Revolver, subject to the terms therein. The New TRGP Revolver matures on February 18, 2030. The maturity date is extendable, subject to the lenders' consent, by one year up to two times.

In August 2024, the Partnership amended the Securitization Facility to, among other things, extend the termination date of the Securitization Facility to August 29, 2025.

A portion of our capital resources are allocated to letters of credit to satisfy certain counterparty credit requirements. As of December 31, 2024, we had $17.6 million in letters of credit outstanding under the Existing TRGP Revolver. The letters of credit also reflect certain

counterparties' views of our financial condition and ability to satisfy our performance obligations, as well as commodity prices and other factors.

Working Capital

Working capital is the amount by which current assets exceed current liabilities. On a consolidated basis, at the end of any given month, accounts receivable and payable tied to commodity sales and purchases are relatively balanced, with receivables from customers being offset by plant settlements payable to producers. The factors that typically cause overall variability in our reported total working capital are: (i) our cash position; (ii) liquids inventory levels, which we closely manage, as well as liquids valuations; (iii) changes in payables and accruals related to major growth capital projects; (iv) changes in the fair value of the current portion of derivative contracts; (v) monthly swings in borrowings under the Securitization Facility; and (vi) major structural changes in our asset base or business operations, such as certain organic growth capital projects and acquisitions or divestitures.

Working capital as of December 31, 2024 decreased $310.0 million compared to December 31, 2023. The decrease was primarily due to higher accounts payable related to capital spending on growth projects, higher product purchases and fuel payables resulting from higher NGL volumes and prices, and higher net liabilities for hedging activities, partially offset by higher receivables resulting from higher NGL volumes and prices, and a lower outstanding balance on the Securitization Facility.

Long-term Financing

Our long-term financing consists of potentially raising funds through long-term debt obligations, the issuance of common stock, preferred stock, or joint venture arrangements. The majority of our debt is fixed rate borrowings; however, we have some exposure to the risk of changes in interest rates, primarily as a result of the variable rate borrowings under the New TRGP Revolver, the Securitization Facility, and the Commercial Paper Program. We may enter into interest rate hedges with the intent to mitigate the impact of changes in interest rates on cash flows. As of December 31, 2024, we did not have any interest rate hedges.

In August 2024, we completed an underwritten public offering of the 5.500% Notes, resulting in net proceeds of approximately $990.1 million. We used the net proceeds from the issuance to repay borrowings under the Commercial Paper Program, a portion of which were incurred to repay the remaining balance under the Term Loan Facility, and for general corporate purposes.

In the future, we or the Partnership may redeem, purchase or exchange certain of our and/or the Partnership's outstanding debt through redemption calls, cash purchases and/or exchanges for other debt, in open market purchases, privately negotiated transactions or otherwise. Such calls, repurchases, exchanges or redemptions, if any, will depend on prevailing market conditions, our liquidity requirements, contractual restrictions and other factors. The amounts involved may be material.

To date, our debt balances and our subsidiaries' debt balances have not adversely affected our operations, ability to grow or ability to repay or refinance indebtedness.

For information about our debt obligations, see Note 8 – Debt Obligations to our consolidated financial statements. For information about our interest rate risk, see "Item 7A. Quantitative and Qualitative Disclosures About Market Risk—Interest Rate Risk."

Compliance with Debt Covenants

As of December 31, 2024, both we and the Partnership were in compliance with the covenants contained in our various debt agreements.

Cash Flow Analysis

Cash Flows from Operating Activities

Year Ended December 31,		
2024	**2023**	**2024 vs. 2023**
(In millions)		
$ 3,649.7	$ 3,211.6	$ 438.1

The primary drivers of cash flows from operating activities are: (i) the collection of cash from customers from the sale of NGLs and natural gas, as well as fees for processing, gathering, export, fractionation, terminaling, storage and transportation; (ii) the payment of amounts related to the purchase of NGLs and natural gas; and (iii) the payment of other expenses, primarily field operating costs, general and administrative expense and interest expense. In addition, we use derivative instruments to manage our exposure to commodity price risk. Changes in the prices of the commodities we hedge impact our derivative settlements as well as our margin deposit requirements on unsettled futures contracts.

The increase in net cash provided by operating activities was primarily due to higher collections from customers resulting from increased revenues during 2024 compared to 2023, partially offset by an increase in payments for product purchases and fuel, lower settlements on our hedging transactions, an increase in interest payments, and a nonrecurring one-time payment associated with the Splitter Agreement ruling.

Cash Flows from Investing Activities

Year Ended December 31,		
2024	2023	2024 vs. 2023
(In millions)		
$ (3,021.3)	$ (2,400.8)	$ (620.5)

The increase in net cash used in investing activities was due to higher outlays for major growth capital projects in 2024 primarily related to construction activities in the Permian region and Mont Belvieu, Texas.

Cash Flows from Financing Activities

	Year Ended December 31,	
	2024	2023
	(In millions)	
Source of Financing Activities, net		
Debt, including financing costs	$ 1,149.9	$ 1,300.0
Repurchase of noncontrolling interests	(112.9)	(1,118.9)
Dividends	(615.5)	(427.3)
Contributions from (distributions to) noncontrolling interests	(220.6)	(212.4)
Repurchase of shares	(813.7)	(429.5)
Net cash provided by (used in) financing activities	$ (612.8)	$ (888.1)

The decrease in net cash used in financing activities was due to lower repurchases of noncontrolling interests primarily due to the Grand Prix Transaction in 2023, partially offset by higher repurchases of common stock, higher dividends paid and lower borrowings of debt in 2024. This decrease in debt borrowing activity was due to lower proceeds from senior unsecured notes, partially offset by higher net borrowings under the Commercial Paper Program, lower repayments under the Term Loan Facility in 2024, and repayments under the Existing TRGP Revolver in 2023.

Summarized Combined Financial Information for Guarantee of Securities of Subsidiaries

Our subsidiaries that guaranteed our obligations under the Existing TRGP Revolver (the “Obligated Group”) also fully and unconditionally guaranteed, jointly and severally, the payment of TRGP’s senior unsecured notes, subject to certain limited exceptions.

In lieu of providing separate financial statements for the Obligated Group, we have presented the following supplemental summarized Combined Balance Sheet and Statement of Operations information for the Obligated Group based on Rule 13-01 of the SEC’s Regulation S-X.

All significant intercompany items among the Obligated Group have been eliminated in the supplemental summarized combined financial information. The Obligated Group’s investment balances in our non-guarantor subsidiaries have been excluded from the supplemental summarized combined financial information. Significant intercompany balances and activity for the Obligated Group with other related parties, including our non-guarantor subsidiaries (referred to as “affiliates”), are presented separately in the following supplemental summarized combined financial information.

Summarized Combined Balance Sheet and Statement of Operations information for the Obligated Group as of the end of the most recent period presented follows:

Summarized Combined Balance Sheet Information

	December 31, 2024	December 31, 2023
	(In millions)	
ASSETS		
Current assets	$ 986.9	$ 966.3
Current assets - affiliates	1.1	11.2
Long-term assets	16,574.0	15,267.6
Total assets	$ 17,562.0	$ 16,245.1
LIABILITIES AND OWNERS' EQUITY (DEFICIT)		
Current liabilities	$ 2,763.0	$ 2,107.9
Current liabilities - affiliates	36.7	26.2
Long-term liabilities	15,120.9	13,278.8
Targa Resources Corp. stockholders' equity (deficit)	(358.6)	832.2
Total liabilities and owners' equity (deficit)	$ 17,562.0	$ 16,245.1

Summarized Combined Statement of Operations Information

	Year Ended December 31,	
	2024	2023
	(In millions)	
Revenues	$ 15,939.3	$ 15,737.0
Operating income	2,031.3	2,134.2
Net income	888.7	1,100.1

Common Stock Dividends

The following table details the dividends declared and/or paid by us to common shareholders for 2024:

Three Months Ended	Date Paid or To Be Paid	Total Common Dividends Declared	Amount of Common Dividends Paid or To Be Paid	Dividends on Share-Based Awards	Dividends Declared per Share of Common Stock
		(In millions, except per share amounts)			
December 31, 2024	February 14, 2025	$ 165.1	$ 163.6	$ 1.5	$ 0.75000
September 30, 2024	November 15, 2024	165.2	163.5	1.7	0.75000
June 30, 2024	August 15, 2024	166.1	164.3	1.8	0.75000
March 31, 2024	May 15, 2024	168.1	166.3	1.8	0.75000

The actual amount we declare as dividends in the future depends on our consolidated financial condition, results of operations, cash flow, the level of our capital expenditures, future business prospects, compliance with our debt covenants and any other matters that our Board of Directors deems relevant.

Capital Expenditures

The following table details cash outlays for capital projects for the years ended December 31, 2024 and 2023:

	Year Ended December 31,	
	2024	2023
	(In millions)	
Capital expenditures:		
Growth (1)	$ 2,950.1	$ 2,211.0
Maintenance (2)	241.7	232.6
Gross capital expenditures	3,191.8	2,443.6
Change in capital project payables and accruals, net	(226.0)	(58.2)
Cash outlays for capital projects	$ 2,965.8	$ 2,385.4

(1) Growth capital expenditures, net of contributions from noncontrolling interests and including contributions to investments in unconsolidated affiliates, were $3,000.4 million and $2,224.5 million for the years ended December 31, 2024 and 2023.

(2) Maintenance capital expenditures, net of contributions from noncontrolling interests, were $231.9 million and $223.4 million for the years ended December 31, 2024 and 2023.

The increase in total growth capital expenditures was primarily due to system expansions in the Permian region in response to forecasted production growth and higher activity levels, and expansions in our downstream business. The increase in total maintenance capital expenditures was primarily due to our growing infrastructure footprint. Future capital expenditures may vary based on investment opportunities and maintenance capital requirements.

Off-Balance Sheet Arrangements

As of December 31, 2024, there were $73.8 million in surety bonds outstanding related to various performance obligations. These are in place to support various performance obligations as required by (i) statutes within the regulatory jurisdictions where we operate and (ii) counterparty support. Obligations under these surety bonds are not normally called, as we typically comply with the underlying performance requirement.

We have invested in entities that are not consolidated in our financial statements. For information on our obligations with respect to these investments, as well as our obligations with respect to related letters of credit, see Note 7 – Investments in Unconsolidated Affiliates and Note 8 – Debt Obligations.

Contractual Obligations

We believe we have sufficient liquidity to fund our operations and meet our short-term and long-term cash obligations. The following is a summary of our material future contractual obligations:

Contractual Obligations:	**Total**	**Within 12 Months**
	(in millions)	
Long-term debt obligations (1)	$ 13,664.9	$ —
Interest on debt obligations (2)	7,031.9	758.3
Operating leases (3)	134.1	22.2
Finance leases (4)	335.3	70.3
Land site lease and rights of way (5)	333.1	9.3
Purchase obligations (6)	2,736.9	1,316.3
Other long-term liabilities (7)	123.2	17.9
Total	$ 24,359.4	$ 2,194.3

(1) Represents scheduled future maturities of long-term debt obligation and excludes the Securitization Facility. See Note 8 - Debt Obligations for more information.

(2) Represents interest expense on long-term debt obligations based on both fixed debt interest rates and prevailing December 31, 2024 rates for floating debt. See Note 8 - Debt Obligations for more information.

(3) Includes minimum payments on operating lease obligations for compressors, office space and railcars. See Note 10 - Leases for more information.

(4) Includes minimum payments on finance lease obligations for compressors, substations, vehicles and tractors. See Note 10 - Leases for more information.

(5) Land site lease and rights of way provide for surface and underground access for gathering, processing and distribution assets that are located on property not owned by us. These agreements expire at various dates with varying terms, some of which are perpetual. See Note 16 - Commitments for more information.

(6) Includes commitments for pipeline capacity payments for firm transportation and throughput and deficiency agreements, purchase of natural gas and NGLs, capital expenditures, operating expenses and service contracts. Contracts that will be settled at future spot prices are valued using prices as of December 31, 2024.

(7) Includes long-term liabilities of which we are certain of the amount and timing, including certain arrangements that resulted in deferred revenue and other liabilities pertaining to accrued dividends. See Note 9 - Other Long-term Liabilities for more information.

Critical Accounting Policies and Estimates

The accounting policies and estimates discussed below are considered by management to be critical to an understanding of our financial statements because their application requires the most significant judgments from management in estimating matters for financial reporting that are inherently uncertain. See the description of our accounting policies in the notes to the financial statements for additional information about our critical accounting policies and estimates.

Business Acquisitions

For business acquisitions, we recognize the identifiable assets acquired, the liabilities assumed and any noncontrolling interest in the acquiree at their estimated fair values on the acquisition date. Goodwill results when the cost of a business acquisition exceeds the fair value of the net identifiable assets of the acquired business. Determining fair value requires management's judgment and involves the use of significant estimates and assumptions with respect to projections of future production volumes, pricing and cash flows, benchmark analysis of comparable public companies, discount rates, expectations regarding customer contracts and relationships, and other management estimates. The judgments made in the determination of the estimated fair value assigned to the assets acquired, liabilities assumed and any noncontrolling interest in the investee, the duration of each liability, and any resulting goodwill can materially impact the financial statements in periods after acquisition. See Note 4 – Acquisitions and Divestitures in our Consolidated Financial Statements.

Depreciation of Property, Plant and Equipment and Amortization of Intangible Assets

Depreciation of our property, plant and equipment is computed using the straight-line method over the estimated useful lives of the assets. Our estimate of depreciation incorporates assumptions regarding the useful economic lives and residual values of our assets. The determination of useful lives of property, plant and equipment requires us to make various assumptions, including our expected use of the asset and the supply of and demand for hydrocarbons in the markets served, normal wear and tear of facilities, and the extent and frequency of maintenance programs.

We amortize the costs of our intangible assets in a manner that closely resembles the expected benefit pattern of the intangible assets or on a straight-line basis where such pattern is not readily determinable, over the periods in which we benefit from services provided to customers. At the time assets are placed in service or acquired, we believe such assumptions are reasonable; however, circumstances may develop that would cause us to change these assumptions, which would change our depreciation/amortization amounts prospectively.

Impairment of Long-Lived Assets, including Intangible Assets

We evaluate long-lived assets, including intangible assets, for impairment when events or changes in circumstances indicate our carrying amount of an asset may not be recoverable, including changes to our estimates that could have an impact on our assessment of asset recoverability. Asset recoverability is measured by comparing the carrying value of the asset or asset group with its expected future pre-tax undiscounted cash flows. Individual assets are grouped at the lowest level for which the related identifiable cash flows are largely independent of the cash flows of other assets and liabilities. These cash flow estimates require us to make judgments and assumptions related to operating and cash flow results, economic obsolescence, the business climate, contractual, legal and other factors.

If the carrying amount exceeds the expected future undiscounted cash flows, we recognize a non-cash pre-tax impairment charge equal to the excess of net book value over fair value. The estimated cash flows used to assess recoverability of our long-lived assets and measure fair value of our asset groups are derived from current business plans, which are developed using near-term price and volume projections reflective of the current environment and management's projections for long-term average prices and volumes. In addition to near and long-term price assumptions, other key assumptions include volume projections, operating costs, timing of incurring such costs and the use of an appropriate terminal value and discount rate. Any changes we make to these projections and assumptions could result in significant revisions to our evaluation of recoverability of our long-lived assets and the recognition of additional impairments.

Price Risk Management (Hedging)

Our net income and cash flows are subject to volatility stemming from changes in commodity prices and interest rates. In an effort to reduce the volatility of our cash flows, we have entered into derivative financial instruments to hedge the commodity price associated with a portion of our expected natural gas, NGL, and condensate equity volumes, future commodity purchases and sales, and transportation basis risk.

One of the factors that can affect our operating results each period is the price assumptions used to value our derivative financial instruments, which are reflected at their fair values on the balance sheet. We determine the fair value of our derivative instruments using

present value methods or standard option valuation models with assumptions about commodity prices based on those observed in underlying markets. Changes in the methods or assumptions we use to calculate the fair value of our derivative instruments could have a material effect on our consolidated financial statements.

Recent Accounting Pronouncements

For a discussion of recent accounting pronouncements that will affect us, see Note 3 – Significant Accounting Policies in our Consolidated Financial Statements.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk

Our principal market risks are our exposure to changes in commodity prices, particularly to the prices of natural gas, NGLs and crude oil, changes in interest rates, as well as nonperformance by our risk management counterparties and customers.

Risk Management

We evaluate counterparty risks related to our commodity derivative contracts and trade credit. All of our commodity derivatives are with major financial institutions or major energy companies. Should any of these financial counterparties not perform, we may not realize the benefit of some of our hedges under lower commodity prices, which could have a material adverse effect on our results of operations. We sell our natural gas, NGLs and condensate to a variety of purchasers. Non-performance by a trade creditor could result in losses.

Crude oil, NGL and natural gas prices are volatile. In an effort to reduce the variability of our cash flows, we have entered into derivative instruments to hedge the commodity price associated with a portion of our expected natural gas, NGL and condensate equity volumes, future commodity purchases and sales, and transportation basis risk through 2028. Market conditions may also impact our ability to enter into future commodity derivative contracts.

Commodity Price Risk

A portion of our revenues are derived from percent-of-proceeds contracts under which we receive a portion of the proceeds from the sale of commodities as payment for services. The prices of natural gas, NGLs and crude oil are subject to fluctuations in response to changes in supply, demand, market uncertainty and a variety of additional factors beyond our control. We monitor these risks and enter into hedging transactions designed to mitigate the impact of commodity price fluctuations on our business. Cash flows from a derivative instrument designated as a hedge are classified in the same category as the cash flows from the item being hedged.

The primary purpose of our commodity risk management activities is to hedge some of the exposure to commodity price risk and reduce fluctuations in our operating cash flow due to fluctuations in commodity prices. In an effort to reduce the variability of our cash flows, as of December 31, 2024, we have hedged the commodity price associated with a portion of our expected (i) natural gas, NGL, and condensate equity volumes in our Gathering and Processing operations that result from our percent-of-proceeds processing arrangements, (ii) future commodity purchases and sales in our Logistics and Transportation segment and (iii) natural gas transportation basis risk in our Logistics and Transportation segment. We hedge a higher percentage of our expected equity volumes in the current year compared to future years, for which we hedge incrementally lower percentages of expected equity volumes. We also enter into commodity financial instruments to help manage other short-term commodity-related business risks of our ongoing operations and in conjunction with marketing opportunities available to us in the operations of our logistics and transportation assets. With swaps, we typically receive an agreed fixed price for a specified notional quantity of commodities and we pay the hedge counterparty a floating price for that same quantity based upon published index prices. Since we receive from our customers substantially the same floating index price from the sale of the underlying physical commodity, these transactions are designed to effectively lock-in the agreed fixed price in advance for the volumes hedged. In order to avoid having a greater volume hedged than our actual equity volumes, we typically limit our use of swaps to hedge the prices of less than our expected equity volumes. We utilize purchased puts (or floors) and calls (or caps) to hedge additional expected equity commodity volumes without creating volumetric risk. We may buy calls in connection with swap positions to create a price floor with upside. We intend to continue to manage our exposure to commodity prices in the future by entering into derivative transactions using swaps, collars, purchased puts (or floors), futures or other derivative instruments as market conditions permit.

When entering into new hedges, we intend to generally match the NGL product composition and the NGL and natural gas delivery points to those of our physical equity volumes. The NGL hedges cover specific NGL products based upon the expected equity NGL composition. We believe this strategy avoids uncorrelated risks resulting from employing hedges on crude oil or other petroleum products as “proxy” hedges of NGL prices. The fair values of our natural gas and NGL hedges are based on published index prices for

delivery at various locations, which closely approximate the actual natural gas and NGL delivery points. A portion of our condensate sales are hedged using crude oil hedges that are based on the NYMEX futures contracts for West Texas Intermediate light, sweet crude.

A majority of these commodity price hedges are documented pursuant to a ISDA with customized credit and legal terms. The principal counterparties (or, if applicable, their guarantors) have investment grade credit ratings. While we have no current obligation to post cash, letters of credit or other additional collateral to secure these hedges so long as we maintain our current credit rating, we could be obligated to post collateral to secure the hedges in the event of an adverse change in our creditworthiness where a counterparty's exposure to our credit increases over the term of the hedge as a result of higher commodity prices. A purchased put (or floor) transaction does not expose our counterparties to credit risk, as we have no obligation to make future payments beyond the premium paid to enter into the transaction; however, we are exposed to the risk of default by the counterparty, which is the risk that the counterparty will not honor its obligation under the put transaction.

We also enter into commodity price hedging transactions using futures contracts on futures exchanges. Exchange traded futures are subject to exchange margin requirements, so we may have to increase our cash deposit due to a rise in natural gas, NGL or crude oil prices. Unlike bilateral hedges, we are not subject to counterparty credit risks when using futures on futures exchanges.

These contracts may expose us to the risk of financial loss in certain circumstances. Generally, our hedging arrangements provide us protection on the hedged volumes if prices decline below the prices at which these hedges are set. If prices rise above the prices at which they have been hedged, we will receive less revenue on the hedged volumes than we would receive in the absence of hedges (other than with respect to purchased calls).

To analyze the risk associated with our derivative instruments, we utilize a sensitivity analysis. The sensitivity analysis measures the change in fair value of our derivative instruments based on a hypothetical 10% change in the underlying commodity prices, but does not reflect the impact that the same hypothetical price movement would have on the related hedged items. The financial statement impact on the fair value of a derivative instrument resulting from a change in commodity price would normally be offset by a corresponding gain or loss on the hedged item under hedge accounting. The fair values of our derivative instruments are also influenced by changes in market volatility for option contracts and the discount rates used to determine the present values.

The following table shows the effect of hypothetical price movements on the estimated fair value of our derivative instruments as of December 31, 2024:

	Fair Value	Result of 10% Price Decrease	Result of 10% Price Increase
		(In millions)	
Natural gas	$ (162.8)	$ (105.6)	$ (219.9)
NGLs	(20.4)	33.1	(74.0)
Crude oil	11.0	51.7	(29.7)
Total	$ (172.2)	$ (20.8)	$ (323.6)

The table above contains all derivative instruments outstanding as of the stated date for the purpose of hedging commodity price risk, which we are exposed to due to our equity volumes and future commodity purchases and sales, as well as basis differentials related to our gas transportation arrangements.

During the years ended December 31, 2024 and 2023, our operating revenues increased (decreased) by $(245.4) million and $441.1 million as a result of transactions accounted for as derivatives. The estimated fair value of our risk management position has moved from a net asset position of $74.4 million at December 31, 2023 to a net liability position of $172.2 million at December 31, 2024. The net liability position on our derivative contracts is primarily attributable to unfavorable movement in natural gas forward basis prices.

Interest Rate Risk

We are exposed to the risk of changes in interest rates, primarily as a result of variable rate borrowings under the New TRGP Revolver, the Commercial Paper Program and the Securitization Facility. As of December 31, 2024, we do not have any interest rate hedges. However, we may enter into interest rate hedges in the future with the intent to mitigate the impact of changes in interest rates on cash flows. To the extent that interest rates increase, interest expense for the New TRGP Revolver, the Commercial Paper Program and the Securitization Facility will also increase. As of December 31, 2024, we had $1.5 billion in outstanding variable rate borrowings. A hypothetical change of 100 basis points in the rate of our variable interest rate debt would impact our consolidated annual interest expense by $14.6 million based on our December 31, 2024 debt balances.

Counterparty Credit Risk

We are subject to risk of losses resulting from nonpayment or nonperformance by our counterparties. The credit exposure related to commodity derivative instruments is represented by the fair value of the asset position (i.e. the fair value of expected future receipts) at the reporting date. Our futures contracts have limited credit risk since they are cleared through an exchange and are margined daily. Should the creditworthiness of one or more of the counterparties decline, our ability to mitigate nonperformance risk is limited to a counterparty agreeing to either a voluntary termination and subsequent cash settlement or a novation of the derivative contract to a third party. In the event of a counterparty default, we may sustain a loss and our cash receipts could be negatively impacted. We have master netting provisions in the ISDA agreements with our derivative counterparties. These netting provisions allow us to net settle asset and liability positions with the same counterparties within the same Targa entity, and would reduce our maximum loss due to counterparty credit risk by $13.4 million as of December 31, 2024. The range of losses attributable to our individual counterparties as of December 31, 2024 would be between $0.0 million and $3.8 million, depending on the counterparty in default.

Customer Credit Risk

We extend credit to customers and other parties in the normal course of business. We have established various procedures to manage our credit exposure, including performing initial and subsequent credit risk analyses, setting maximum credit limits and terms and requiring credit enhancements when necessary. We use credit enhancements including (but not limited to) letters of credit, prepayments, parental guarantees and rights of offset to limit credit risk to ensure that our established credit criteria are followed and financial loss is mitigated or minimized.

We have an active credit management process, which is focused on controlling loss exposure due to bankruptcies or other liquidity issues of counterparties. Our allowance for credit losses was $2.5 million as of both December 31, 2024 and 2023.

During the years ended December 31, 2024 and 2023, no customer comprised 10% or greater of our consolidated revenues.

Item 8. Financial Statements and Supplementary Data

Our “Consolidated Financial Statements,” together with the report of our independent registered public accounting firm, begin on page F-1 in this Annual Report.

Item 9. Changes in and Disagreements With Accountants on Accounting and Financial Disclosure

None.

Item 9A. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Management, with the participation of our Chief Executive Officer and President – Finance and Administration (Principal Financial Officer), has evaluated the design and effectiveness of our disclosure controls and procedures, as such term is 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 in this Annual Report. Based on such evaluation, our Chief Executive Officer and President – Finance and Administration (Principal Financial Officer) have concluded that, as of December 31, 2024, our disclosure controls and procedures were effective to provide reasonable assurance that information required to be disclosed in our reports filed or submitted under the Exchange Act is (i) recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC and (ii) accumulated and communicated to management, including our Chief Executive Officer and President – Finance and Administration (Principal Financial Officer), as appropriate, to allow for timely decisions regarding required disclosure.

Internal Control Over Financial Reporting

(a) Management’s Report on Internal Control Over Financial Reporting

Our Management’s Report on Internal Control Over Financial Reporting is included on page F-2 of this Annual Report and is incorporated herein by reference. Management concluded that our internal control over financial reporting was effective as of December 31, 2024.

(b) Changes in Internal Control Over Financial Reporting

There have been no changes in our internal control over financial reporting during the quarter ended December 31, 2024, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Item 9B. Other Information

As discussed elsewhere in this Annual Report, on February 18, 2025, we entered into the New TRGP Facility, the obligations under which are guaranteed by each of Targa Resources GP LLC, Targa Energy GP LLC, Targa Resources LLC, Targa Resources Partners LP, Targa Energy LP, Targa GP Inc., Targa LP Inc., and Targa Resources Finance Corporation. In connection with the concurrent termination of the Existing TRGP Facility, the guarantees of our subsidiary guarantors, other than those of the aforementioned guarantors of the New TRGP Facility, were each released with respect to TRGP’s senior unsecured notes, the Partnership’s unsecured notes and the Commercial Paper Program.

Certain of the lenders under the New TRGP Facility, or their respective affiliates, have performed investment banking, financial advisory and commercial banking services for us and certain of our affiliates, for which they have received customary compensation, and they may continue to do so in the future. Our affiliates have entered into derivative financial transactions with affiliates of Bank of America, N.A., and certain of the other lenders on terms it believes to be customary in connection with these transactions.

Rule 10b-5 Trading Plans

None .

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections

None.

PART III

Item 10. Directors, Executive Officers and Corporate Governance

The Board of Directors of the Company and the executive officers of the Company are:

Name	Age (1)	Position
Matthew J. Meloy	46	Chief Executive Officer and Director
Patrick J. McDonie	64	President – Gathering and Processing
D. Scott Pryor	61	President – Logistics and Transportation
Jennifer R. Kneale	46	President – Finance and Administration
Robert M. Muraro	48	Chief Commercial Officer
William A. Byers	48	Chief Financial Officer
Gerald R. Shrader	65	Executive Vice President, General Counsel and Secretary
Julie H. Boushka	61	Senior Vice President and Chief Accounting Officer
J. Christopher Eklof (2)	55	Vice President – Financial Controller
Paul W. Chung	64	Chairman of the Board of Directors
Joe Bob Perkins	64	Director
Rene R. Joyce	77	Director
Charles R. Crisp	77	Director
Laura C. Fulton	61	Director
Waters S. Davis, IV	71	Director
Beth A. Bowman	68	Director
Lindsey M. Cooksen	42	Director
R. Keith Teague	60	Director
Caron A. Lawhorn	63	Director

(1) Ages as of December 31, 2024.

(2) Mr. Eklof was not an executive officer of the Company as of December 31, 2024. Mr. Eklof is designated as Senior Vice President and Chief Accounting Officer of the Company effective March 1, 2025.

Matthew J. Meloy has served as Chief Executive Officer and a director of the Company since March 1, 2020. He also served as a director of Targa Resources GP LLC (the "General Partner"), the general partner of the Partnership between March 2020 and May 2021. Mr. Meloy has also served as Chief Executive Officer of the General Partner since March 2020. Mr. Meloy previously served as President of the Company and the General Partner between March 2018 and March 2020. Mr. Meloy also served as Executive Vice President and Chief Financial Officer of the Company and the General Partner between May 2015 and February 2018. He also served as Treasurer of the Company and the General Partner until December 2015. Mr. Meloy previously served as Senior Vice President, Chief Financial Officer and Treasurer of the Company between October 2010 and May 2015 and of the General Partner between December 2010 and May 2015. He also served as Vice President—Finance and Treasurer of the Company between April 2008 and October 2010, and as Director, Corporate Development of the Company between March 2006 and March 2008 and of the General Partner between March 2006 and March 2008. He served as Vice President—Finance and Treasurer of the General Partner between April 2008 and December 15, 2010. Mr. Meloy was with The Royal Bank of Scotland in the structured finance group, focusing on the energy sector from October 2003 to March 2006. Mr. Meloy's extensive knowledge of the Company's operational and strategic initiatives and capital investment program, attained from his service as President for two years and Chief Financial Officer for eight years, combined with his experience in the finance industry, brings operational, financial and capital markets experience to the Board.

Patrick J. McDonie has served as President—Gathering and Processing of the Company and the General Partner since March 2018. Mr. McDonie previously served as Executive Vice President—Southern Field Gathering and Processing of the Company and the General Partner between November 2015 and February 2018. He also served as President of Atlas Pipeline Partners GP LLC ("Atlas"), which was acquired by the Partnership in February 2015, between October 2013 and February 2015. He also served as Chief Operating Officer of Atlas between July 2012 and October 2013 and as Senior Vice President of Atlas between July 2012 and October 2013. He served as President of ONEOK Energy Services Company, a natural gas transportation, storage, supplier and marketing company between May 2008 and July 2012.

D. Scott Pryor has served as President—Logistics and Transportation of the Company and the General Partner, since March 2018. Mr. Pryor previously served as Executive Vice President—Logistics and Marketing of the Company and the General Partner between November 2015 and February 2018. He also served as Senior Vice President—NGL Logistics & Marketing of Targa Resources Operating LLC ("Targa Operating") and various other subsidiaries of the Partnership between June 2014 and November 2015. He also served as Vice President of Targa Operating between July 2011 and May 2014 and has held officer positions with other Partnership subsidiaries since 2005.

Jennifer R. Kneale has served as President—Finance and Administration of the Company and the General Partner since July 2024. Ms. Kneale previously served as the Chief Financial Officer of the Company and the General Partner between March 2018 and July 2024. She also served as Treasurer of the Company between September 2022 and April 2023 and of the General Partner between August 2022 and April 2023. Ms. Kneale previously served as Vice President—Finance of the Company and the General Partner between December 2015 and February 2018. She also served as Senior Director, Finance of the Company and the General Partner between March 2015 and December 2015. She also served as Director, Finance of the Company and the General Partner between May 2013 and February 2015. Prior to that, Ms. Kneale spent more than eleven years in the financial services industry, primarily in roles in private equity, asset management and investment banking, most recently with Tudor, Pickering, Holt & Co. in its energy private equity group, TPH Partners.

Robert M. Muraro has served as Chief Commercial Officer of the Company and the General Partner since March 2018. Mr. Muraro previously served as Executive Vice President—Commercial of the Company and the General Partner between February 2017 and February 2018. He also served as Senior Vice President—Commercial and Business Development of Targa Midstream Services LLC ("Targa Midstream") and various other subsidiaries of the Partnership between March 2016 and February 2017. He also served as Vice President—Commercial Development of Targa Midstream and various other subsidiaries of the Partnership between January 2013 and March 2016. He held the position of Director of Business Development between August 2004 and January 2013.

William A. Byers has served as the Chief Financial Officer of the Company and the General Partner since July 2024. Mr. Byers previously served as Chief Financial Officer at Manchester Energy, LLC between June 2022 and June 2024. He also served as Executive Vice President and Chief Financial Officer at Navitas Midstream Partners, LLC between August 2014 and February 2022. Prior to that, Mr. Byers worked in investment banking focused on the energy sector for 14 years and was most recently a Managing Director for Barclays.

Gerald R. Shrader has served as Executive Vice President, General Counsel and Secretary of the Company since December 2023. Prior to his appointment, Mr. Shrader served in various roles with subsidiaries of the Company beginning in March 2015, most recently serving as Senior Vice President, General Counsel - Southern Field G&P and Secretary of those subsidiaries. Prior to joining Targa, Mr. Shrader served as Chief Legal Officer and Secretary of Atlas Pipeline Partners GP, LLC from October 2009 until March 2015 and, prior to that time, served in various roles with affiliates of Atlas beginning in July 2007. Prior to Atlas, Mr. Shrader worked both for publicly traded energy companies and in private practice (including the provision of legal services to private and publicly traded energy companies).

Julie H. Boushka has served as Senior Vice President and Chief Accounting Officer of the Company and the General Partner since March 2019. Ms. Boushka previously served as Vice President—Controller of the Company, the General Partner and various subsidiaries of the Company between February 2017 and February 2019. She also served as Assistant Controller—Financial Accounting of the Company and the General Partner between November 2016 and February 2017. Ms. Boushka served as a Senior Vice President for Financial Planning and the Chief Risk Officer for Columbia Pipeline Group ("CPG") between June 2015 and August 2016, where she was responsible for the financial planning function and managing enterprise risk. She also served as the Business Unit Chief Financial Officer of CPG between May 2013 and June 2015, where she was responsible for the accounting and financial planning functions. Prior to that, Ms. Boushka spent approximately 18 years in various roles at El Paso Corporation (and its predecessor, Tenneco, Inc.), including accounting, financial reporting and business development.

J. Christopher Eklof will serve as Senior Vice President and Chief Accounting Officer of the Company and the General Partner effective March 1, 2025. Mr. Eklof has served as Vice President – Financial Controller of the Company and the General Partner since May 2022 and for various subsidiaries of the Company since December 2021. Mr. Eklof previously served as Vice President - Operational Controller of the Company between May 2019 and May 2022 and for various subsidiaries of the Company between April 2019 and December 2021. He also served in various roles with the Company's subsidiaries between July 2010 and April 2019, including leading the financial reporting and technical accounting functions. Prior to joining the Company, Mr. Eklof served as Vice President of Accounting for J.P. Morgan's energy trading business from October 2007 to June 2010 and served in the audit practice of PricewaterhouseCoopers LLP for eight years. Mr. Eklof will replace Ms. Boushka as Senior Vice President and Chief Accounting Officer of the Company on the effective date of his appointment.

Paul W. Chung has served as a director and Chairman of the Board of the Company since January 1, 2021. Mr. Chung previously served as a director and Chairman of the Board of the General Partner between January 2021 and May 2021. From March 2020 until December 31, 2020, he served as Executive Vice President and Senior Legal Advisor of the Company. From May 2004 to March 2020, Mr. Chung served as Executive Vice President, General Counsel and Secretary of the Company and its predecessor entities and of the General Partner since its formation. From 1999 to May 2004, he served as Executive Vice President and General Counsel of various Shell Oil Company affiliates, including Coral Energy, LLC and Shell Trading North America Company. In these positions, Mr. Chung was responsible for all legal and regulatory affairs. From 1996 to 1999, he served as Vice President and Assistant General Counsel of Tejas Gas Corporation. Prior to 1996, Mr. Chung held a number of legal positions with different companies, including the law firm of Vinson & Elkins L.L.P. Mr. Chung's knowledge of the Company, together with his background in the energy industry and his legal and

regulatory experience, enable Mr. Chung to provide a valuable and distinct perspective to the Board on a range of business and management matters.

Joe Bob Perkins has served as a director of the Company since January 2012. Mr. Perkins previously served as Executive Chairman of the Board of the Company and the General Partner between March 2020 and December 2020, as Chief Executive Officer of the Company and the General Partner between January 2012 and March 2020, and as a director of the General Partner between January 2012 and May 2021. He also served as President of the Company between the date of its formation in October 2005 and December 2011. Prior to 2005, Mr. Perkins served predecessor Targa companies as President since their founding in 2003. Prior to that, Mr. Perkins served in various leadership roles within the energy industry across several different companies, had employment experience with companies operating in both the midstream and upstream sectors, and was a management consultant with McKinsey & Company working primarily in energy. Mr. Perkins' intimate knowledge of all facets of the Company, derived from his past services as Executive Chairman of the Board and as President and Chief Executive Officer, coupled with his broad experience in the energy industry, and specifically in the midstream sector, his engineering and business educational background, his experience with the investment community, and experiences on other boards enable Mr. Perkins to provide a valuable and unique perspective to the Board on a range of business and management matters.

Rene R. Joyce has served as a director of the Company since its formation in October 2005. Mr. Joyce previously served as Executive Chairman of the Board of the Company and the General Partner between January 2012 and December 2014 and as a director of the General Partner between October 2005 and May 2021. He also served as Chief Executive Officer of the Company between October 2005 and December 2011 and the General Partner between October 2006 and December 2011. He also served as an officer and director of an affiliate of the Company during 2004 and 2005 and was a consultant for the affiliate during 2003. Mr. Joyce served as a director of Apache Corporation between May 2017 and May 2021. Mr. Joyce served as a consultant in the energy industry from 2000 through 2003 providing advice to various energy companies and investors regarding their operations, acquisitions and dispositions. Mr. Joyce served as President of onshore pipeline operations of Coral Energy, LLC, a subsidiary of Shell from 1998 through 1999 and President of energy services of Coral, a subsidiary of Shell which was the gas and power marketing joint venture between Shell and Tejas, during 1999. Mr. Joyce served as President of various operating subsidiaries of Tejas, a natural gas pipeline company, from 1990 until 1998 when Tejas was acquired by Shell. As the founding Chief Executive Officer of the Company, Mr. Joyce brings deep experience in the midstream business, expansive knowledge of the oil and gas industry, as well as relationships with chief executives and other senior management at peer companies, customers and other oil and natural gas companies throughout the world. His experience and industry knowledge, complemented by an engineering and legal educational background, enable Mr. Joyce to provide the Board with executive counsel on the full range of business, technical, and professional matters.

Charles R. Crisp has served as a director of the Company since its formation in October 2005. He also served as a director of the General Partner between March 2016 and May 2021 and a director of an affiliate of the Company during 2004 and 2005. Mr. Crisp was President and Chief Executive Officer of Coral Energy, LLC, a subsidiary of Shell from 1999 until his retirement in November 2000, and was President and Chief Operating Officer of Coral from January 1998 through February 1999. Prior to this, Mr. Crisp served as President of the power generation group of Houston Industries, between 1996 and 1998, and as President and Chief Operating Officer of Tejas from 1988 to 1996. Mr. Crisp is a director of EOG Resources Inc. He was also a director of Intercontinental Exchange Inc. from 2002 until May 2022 and Southern Company Gas (formerly known as AGL Resources Inc.), a subsidiary of The Southern Company, from 2003 until April 2023. Mr. Crisp brings extensive energy experience, a vast understanding of many aspects of our industry and experience serving on the boards of other public companies in the energy industry. His leadership and business experience and deep knowledge of various sectors of the energy industry bring a crucial insight to the Board.

Laura C. Fulton has served as a director of the Company since February 2013. Ms. Fulton previously served as a director of the General Partner between February 2013 and May 2021. Ms. Fulton has served as the Senior Vice President and Chief Financial Officer of the American Bureau of Shipping since July 2021 and previously served as the Vice President of Finance from January 2020 until July 2021. Ms. Fulton served as the Chief Financial Officer of Hi-Crush Proppants LLC from April 2012 until December 2019 and Hi-Crush GP LLC, the general partner of Hi-Crush Partners LP, from May 2012 until May 2019 and its successor, Hi-Crush Inc., from May 2019 to December 2019. During July 2020, Hi-Crush Inc. and each of its direct and indirect wholly-owned domestic subsidiaries (including Hi-Crush Proppants LLC) (collectively, "Hi-Crush") filed for protection under Chapter 11 of the Federal Bankruptcy Code. During October 2020, Hi-Crush's Chapter 11 Plan of Reorganization was confirmed. From March 2008 to October 2011, Ms. Fulton served as Executive Vice President, Accounting and then Executive Vice President, Chief Financial Officer of AEI Services, LLC ("AEI"), an owner and operator of essential energy infrastructure assets in emerging markets. Prior to AEI, Ms. Fulton spent 12 years with Lyondell Chemical Company in various capacities, including as general auditor responsible for internal audit and the Sarbanes-Oxley certification process, and as the assistant controller. Prior to that, she spent 11 years with Deloitte & Touche in public accounting, with a focus on audit and assurance. As a chief financial officer, general auditor and external auditor, Ms. Fulton brings to the company extensive financial, accounting and compliance process experience. Ms. Fulton's experience as a financial executive in the energy industry, including her positions with a publicly-traded company and master limited partnership, also brings industry and capital markets experience to the Board.

Waters S. Davis, IV has served as director of the Company since July 2015. Mr. Davis previously served as a director of the General Partner between March 2016 and May 2021 and as President of National Christian Foundation, Houston from July 2014 until December 2020. Mr. Davis was Executive Vice President of NuDevco LLC ("NuDevco") from December 2009 to December 2013. Prior to his employment with NuDevco, he served as President of Reliant Energy Retail Services from June 1999 to January 2002 and as Executive Vice President of Spark Energy from April 2007 to November 2009. He previously served as a senior executive at several private companies and as an advisor to a private equity firm, providing operational and strategic guidance. Mr. Davis also serves as a director of Milacron Holdings Corp. Mr. Davis brings expertise in the retail energy, midstream and services industries, which enhances his contributions to the Board.

Beth A. Bowman has served as a director of the Company since September 2018. Ms. Bowman previously served as a director of the General Partner between September 2018 and May 2021. Ms. Bowman served as a director of Sprague Resources GP LLC, the general partner of Sprague Resources LP ("Sprague"), from October 2014 until November 2022. Ms. Bowman held management positions at Shell Energy North America (US) L.P. ("Shell Energy") for 17 years until her retirement in September 2015. While at Shell Energy, she held the roles of Senior Vice President of the West and Mexico and later as the Senior Vice President of Sales and Origination for Shell's North America business. Prior to joining Shell Energy, Ms. Bowman held management positions at Sempra Energy Trading and Sempra's San Diego Gas & Electric utility in various areas including trading and marketing, risk management, fuel and power supply, regulatory, finance and engineering. Ms. Bowman also served on the board of the California Power Exchange and the board of the California Foundation of Energy and Environment from 2004 until 2015. Ms. Bowman's extensive energy industry background, including her experience in origination, commodities markets and risk management enhances the knowledge of the Board in these areas of the oil and gas industry.

Lindsey M. Cooksen has served as a director of the Company since June 2020. Ms. Cooksen previously served as a director of the General Partner between June 2020 and May 2021. Ms. Cooksen has served as the founder and managing director of Cooksen Wealth, LLC, a wealth management firm, since April 2019. She previously held various positions with Morgan Stanley Private Wealth Management ("Morgan Stanley") from August 2009 to April 2019. While at Morgan Stanley she held the roles of Private Wealth Advisor, Family Wealth Director and Portfolio Management Director. She also previously worked for Citigroup Global Investment Bank between July 2005 and August 2007. Ms. Cooksen's extensive corporate experience in the financial services industry, including wealth management and portfolio construction, tax planning and analysis and risk mitigation brings financial experience and an investor's perspective to the Board.

R. Keith Teague has served as a director of the Company since February 2024. Mr. Teague served as the Chief Operating Officer of Tellurian, Inc. and its predecessors from October 2016 to July 2022. Prior to joining Tellurian Investments LLC, Mr. Teague served in various leadership roles at Cheniere Energy Inc. ("Cheniere"), including Executive Vice President, Asset Group from February 2014 to September 2016, Senior Vice President – Asset Group from April 2008 to February 2014, Vice President – Pipeline Operations from May 2006 to April 2008, and Director of Facility Planning from February 2004 to May 2006. From December 2001 to September 2003, Mr. Teague served as the Director of Strategic Planning for the CMS Panhandle Companies. He began his career with Texas Eastern Transmission Corporation, where he managed pipeline operations and facility expansion projects. Mr. Teague previously served as a director on the Board of Cheniere Energy Partners, L.P., a publicly traded subsidiary partnership of Cheniere, from April 2008 to October 2016 and previously served on the Board of Directors for the Interstate Natural Gas Association of America (INGAA), and the Board and Executive Committee of the INGAA Foundation. Mr. Teague's engineering and business educational background, his experience on a publicly traded partnership Board, and his extensive project execution experience provide the Board with valued perspective related to energy infrastructure development and operations.

Caron A. Lawhorn has served as a director of the Company since March 2024. Ms. Lawhorn served as Senior Vice President and Chief Financial Officer of ONE Gas, Inc. (NYSE: OGS) from March 2019 until her retirement in December 2023. Prior to that role, Ms. Lawhorn served at OGS as Senior Vice President, Commercial, responsible for the commercial activities of OGS' three natural gas distribution utilities, as well as overseeing the company's information technology and cybersecurity function, from OGS' separation from ONEOK, Inc. (NYSE: OKE) into a standalone, publicly traded company in January 2014. Ms. Lawhorn served in the same role at OKE prior to the separation. Before that, she served as President of OKE's natural gas distribution segment. From July 2009 until March 2011, she served as Senior Vice President, Corporate Planning and Development of OKE and ONEOK Partners, responsible for business development, strategic and long-range planning, and capital investment. Ms. Lawhorn became Senior Vice President and Chief Accounting Officer for OKE in 2007, adding responsibility for ONEOK Partners in 2008. Prior to that, she served as Senior Vice President of Financial Services and Treasurer of OKE. Ms. Lawhorn joined OKE in 1998, after serving as a Senior Manager at KPMG and Chief Financial Officer of Emergency Medical Services Authority in Tulsa. She also serves as a director of AAON, Inc. (NASDAQ: AAON), where she has chaired the audit committee since 2019. Ms. Lawhorn's extensive background in various accounting, finance, operational and executive positions, including her experience as a financial executive of a publicly traded energy company, provides the Board with significant accounting and financial expertise. Additionally, Ms. Lawhorn's previous experience in overseeing information technology and cybersecurity matters also provides the Board with valuable cybersecurity experience.

The information required in response to this item not otherwise provided herein will be set forth in our definitive proxy statement for the 2025 annual meeting of stockholders and is incorporated herein by reference.

Item 11. Executive Compensation

The information required in response to this item will be set forth in our definitive proxy statement for the 2025 annual meeting of stockholders and is incorporated herein by reference.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

The information required in response to this item will be set forth in our definitive proxy statement for the 2025 annual meeting of stockholders and is incorporated herein by reference.

Item 13. Certain Relationships and Related Transactions, and Director Independence

The information required in response to this item will be set forth in our definitive proxy statement for the 2025 annual meeting of stockholders and is incorporated herein by reference.

Item 14. Principal Accounting Fees and Services

The information required in response to this item will be set forth in our definitive proxy statement for the 2025 annual meeting of stockholders and is incorporated herein by reference.

PART IV

Item 15. Exhibits, Financial Statement Schedules

(a)(1) Financial Statements

Our Consolidated Financial Statements are included under Part II, Item 8 of the Annual Report. For a listing of these statements and accompanying footnotes, see “Index to Consolidated Financial Statements” on Page F-1 in this Annual Report.

(a)(2) Financial Statement Schedules

All schedules have been omitted because they are either not applicable, not required or the information called for therein appears in the consolidated financial statements or notes thereto.

(a)(3) Exhibits

Number	Description
2.1	Purchase and Sale Agreement, dated as of June 16, 2022 by and among Lucid Energy Group II Holdings, LLC, Lasso Acquiror LLC and Lucid Energy Group II LLC (incorporated by reference to Exhibit 2.1 to Targa Resources Corp.’s Current Report on Form 8-K filed June 17, 2022 (File No. 001-34991)).
3.1	Amended and Restated Certificate of Incorporation of Targa Resources Corp. (incorporated by reference to Exhibit 3.1 to Targa Resources Corp.’s Current Report on Form 8-K filed December 16, 2010 (File No. 001-34991)).
3.2	Certificate of Amendment to the Amended and Restated Certificate of Incorporation of Targa Resources Corp. (incorporated by reference to Exhibit 3.1 to Targa Resources Corp.’s Current Report on Form 8-K filed May 26, 2021 (File No. 001-34991)).
3.3	Certificate of Designations of Series A Preferred Stock of Targa Resources Corp., filed with the Secretary of State of the State of Delaware on March 16, 2016 (incorporated by reference to Exhibit 3.1 to Targa Resources Corp.’s Current Report on Form 8-K/A filed March 17, 2016 (File No. 001-34991)).
3.4	Third Amended and Restated Bylaws of Targa Resources Corp. (incorporated by reference to Exhibit 3.1 to Targa Resources Corp.’s Current Report on Form 8-K filed December 12, 2023 (File No. 001-34991)).
4.1	Specimen Common Stock Certificate (incorporated by reference to Exhibit 4.1 to Targa Resources Corp.’s Registration Statement on Form S-1/A filed November 12, 2010 (File No. 333-169277)).
4.2	Registration Rights Agreement, dated March 16, 2016, by and among Targa Resources Corp. and the purchasers named on Schedule A thereto (incorporated by reference to Exhibit 4.2 to Targa Resources Corp.’s Current Report on Form 8-K/A filed March 17, 2016 (File No. 001-34991)).
4.3	Amendment No. 1 to the Registration Rights Agreement dated March 16, 2016, dated September 13, 2016, among Targa Resources Corp. and Stonepeak Target Holdings, LP and Stonepeak Target Upper Holdings LLC (incorporated by reference to Exhibit 4.2 to Targa Resources Corp.’s Quarterly Report on Form 10-Q filed November 4, 2016 (File No. 001-34991)).
4.4*	Description of Securities Registered Under Section 12 of the Exchange Act.
4.5	Parent Guarantee dated as of February 18, 2022, by and among Targa Resources Corp. and certain of its subsidiaries (incorporated by reference to Exhibit 4.1 to Targa Resources Corp.’s Current Report on Form 8-K filed February 23, 2022 (File No. 001-34991)).
4.6	Indenture dated as of October 17, 2017 among the Issuers and the Guarantors and U.S. Bank National Association, as trustee (incorporated by reference to Exhibit 4.1 to Targa Resources Partners LP’s Current Report on Form 8-K filed October 17, 2017 (File No. 001-33303)).
4.7	Supplemental Indenture dated December 18, 2017 to Indenture dated October 17, 2017, among the Guaranteeing Subsidiary, Targa Resources Partners LP, Targa Resources Partners Finance Corporation, the other Subsidiary Guarantors and U.S. Bank National Association (incorporated by reference to Exhibit 10.66 to Targa Resources Corp.’s Annual Report on Form 10-K filed February 16, 2018 (File No. 001-34991)).

4.8	Supplemental Indenture dated January 9, 2018 to Indenture dated October 17, 2017, among the Guaranteeing Subsidiary, Targa Resources Partners LP, Targa Resources Partners Finance Corporation, the other Subsidiary Guarantors and U.S. Bank National Association (incorporated by reference to Exhibit 10.67 to Targa Resources Corp.'s Annual Report on Form 10-K filed February 16, 2018 (File No. 001-34991)).
4.9	Supplemental Indenture dated July 24, 2018 to Indenture dated October 17, 2017, among the Guaranteeing Subsidiary, Targa Resources Partners LP, Targa Resources Partners Finance Corporation, the other Subsidiary Guarantors and U.S. Bank National Association (incorporated by reference to Exhibit 10.9 to Targa Resources Corp.'s Quarterly Report on Form 10-Q filed August 9, 2018 (File No. 001-34991)).
4.10	Supplemental Indenture dated July 19, 2019 to Indenture dated October 17, 2017, among the Guaranteeing Subsidiary, Targa Resources Partners LP, Targa Resources Partners Finance Corporation, the other Subsidiary Guarantors and U.S. Bank National Association (incorporated by reference to Exhibit 10.6 to Targa Resources Corp.'s Quarterly Report on Form 10-Q filed August 9, 2019 (File No. 001-34991)).
4.11	Supplemental Indenture dated February 20, 2020 to Indenture dated October 17, 2017, among the Guaranteeing Subsidiary, Targa Resources Partners LP, Targa Resources Partners Finance Corporation, the other Subsidiary Guarantors and U.S. Bank National Association (incorporated by reference to Exhibit 10.5 to Targa Resources Corp.'s Quarterly Report on Form 10-Q filed May 7, 2020 (File No. 001-34991)).
4.12	Supplemental Indenture dated September 17, 2020 to Indenture dated October 17, 2017, among the Guaranteeing Subsidiary, Targa Resources Partners LP, Targa Resources Partners Finance Corporation, the other Subsidiary Guarantors and U.S. Bank National Association (incorporated by reference to Exhibit 10.6 to Targa Resources Corp.'s Quarterly Report on Form 10-Q filed November 5, 2020 (File No. 001-34991)).
4.13	Supplemental Indenture dated September 17, 2021 to Indenture dated October 17, 2017, among the Guaranteeing Subsidiary, Targa Resources Partners LP, Targa Resources Partners Finance Corporation, the other Subsidiary Guarantors and U.S. Bank National Association (incorporated by reference to Exhibit 10.2 to Targa Resources Corp.'s Quarterly Report on Form 10-Q filed November 4, 2021 (File No. 001-34991)).
4.14	Supplemental Indenture dated November 30, 2021 to Indenture dated October 17, 2017, among the Guaranteeing Subsidiary, Targa Resources Partners LP, Targa Resources Partners Finance Corporation, the other Subsidiary Guarantors and U.S. Bank National Association (incorporated by reference to Exhibit 10.42 to Targa Resources Corp.'s Annual Report on Form 10-K filed February 24, 2022 (File No. 001-34991)).
4.15	Supplemental Indenture dated January 28, 2022 to Indenture dated October 17, 2017, among the Guaranteeing Subsidiary, Targa Resources Partners LP, Targa Resources Partners Finance Corporation, the other Subsidiary Guarantors and U.S. Bank National Association (incorporated by reference to Exhibit 10.43 to Targa Resources Corp.'s Annual Report on Form 10-K filed February 24, 2022 (File No. 001-34991)).
4.16	Supplemental Indenture dated June 17, 2022 to Indenture dated October 17, 2017 among the Guaranteeing Subsidiary, Targa Resources Partners LP, Targa Resources Partners Finance Corporation, the other Subsidiary Guarantors and U.S. Bank National Association (incorporated by reference to Exhibit 10.1 to Targa Resources Corp.'s Quarterly Report on Form 10-Q filed August 4, 2022 (File No. 001-34991)).
4.17	Supplemental Indenture dated August 2, 2022 to Indenture dated October 17, 2017 among the Guaranteeing Subsidiary, Targa Resources Partners LP, Targa Resources Partners Finance Corporation, the other Subsidiary Guarantors and U.S. Bank National Association (incorporated by reference to Exhibit 10.1 to Targa Resources Corp.'s Quarterly Report on Form 10-Q filed November 3, 2022 (File No. 001-34991)).
4.18	Supplemental Indenture dated April 12, 2023 to Indenture dated October 17, 2017 among the Guaranteeing Subsidiary, Targa Resources Partners LP, Targa Resources Partners Finance Corporation, the other Subsidiary Guarantors and U.S. Bank National Association (incorporated by reference to Exhibit 4.5 to Targa Resources Corp.'s Quarterly Report on Form 10-Q filed May 4, 2023 (File No. 001-34991)).
4.19	Supplemental Indenture dated June 27, 2024 to Indenture dated October 17, 2017 among the Guaranteeing Subsidiary, Targa Resources Partners LP, Targa Resources Partners Finance Corporation, the other Subsidiary Guarantors and U.S. Bank National Association (incorporated by reference to Exhibit 4.3 to Targa Resources Corp.'s Quarterly Report on Form 10-Q filed August 1, 2024 (File No. 001-34991)).
4.20	Indenture dated as of January 17, 2019 among the Issuers, the Guarantors and U.S. Bank National Association, as trustee (incorporated by reference to Exhibit 4.1 to Targa Resources Partners LP's Current Report on Form 8-K filed January 23, 2019 (File No. 001-33303)).

4.21	Supplemental Indenture dated July 19, 2019 to Indenture dated January 17, 2019, among the Guaranteeing Subsidiary, Targa Resources Partners LP, Targa Resources Partners Finance Corporation, the other Subsidiary Guarantors and U.S. Bank National Association (incorporated by reference to Exhibit 10.8 to Targa Resources Corp.'s Quarterly Report on Form 10-Q filed August 9, 2019 (File No. 001-34991)).
4.22	Supplemental Indenture dated February 20, 2020 to Indenture dated January 17, 2019, among the Guaranteeing Subsidiary, Targa Resources Partners LP, Targa Resources Partners Finance Corporation, the other Subsidiary Guarantors and U.S. Bank National Association (incorporated by reference to Exhibit 10.7 to Targa Resources Corp.'s Quarterly Report on Form 10-Q filed May 7, 2020 (File No. 001-34991)).
4.23	Supplemental Indenture dated September 17, 2020 to Indenture dated January 17, 2019, among the Guaranteeing Subsidiary, Targa Resources Partners LP, Targa Resources Partners Finance Corporation, the other Subsidiary Guarantors and U.S. Bank National Association (incorporated by reference to Exhibit 10.8 to Targa Resources Corp.'s Quarterly Report on Form 10-Q filed November 5, 2020 (File No. 001-34991)).
4.24	Supplemental Indenture dated September 17, 2021 to Indenture dated January 17, 2019, among the Guaranteeing Subsidiary, Targa Resources Partners LP, Targa Resources Partners Finance Corporation, the other Subsidiary Guarantors and U.S. Bank National Association (incorporated by reference to Exhibit 10.4 to Targa Resources Corp.'s Quarterly Report on Form 10-Q filed November 4, 2021 (File No. 001-34991)).
4.25	Supplemental Indenture dated November 30, 2021 to Indenture dated January 17, 2019, among the Guaranteeing Subsidiary, Targa Resources Partners LP, Targa Resources Partners Finance Corporation, the other Subsidiary Guarantors and U.S. Bank National Association (incorporated by reference to Exhibit 10.60 to Targa Resources Corp.'s Annual Report on Form 10-K filed February 24, 2022 (File No. 001-34991)).
4.26	Supplemental Indenture dated January 28, 2022 to Indenture dated January 17, 2019, among the Guaranteeing Subsidiary, Targa Resources Partners LP, Targa Resources Partners Finance Corporation, the other Subsidiary Guarantors and U.S. Bank National Association (incorporated by reference to Exhibit 10.61 to Targa Resources Corp.'s Annual Report on Form 10-K filed February 24, 2022 (File No. 001-34991)).
4.27	Supplemental Indenture dated June 17, 2022 to Indenture dated January 17, 2019 among the Guaranteeing Subsidiary, Targa Resources Partners LP, Targa Resources Partners Finance Corporation, the other Subsidiary Guarantors and U.S. Bank National Association (incorporated by reference to Exhibit 10.2 to Targa Resources Corp.'s Quarterly Report on Form 10-Q filed August 4, 2022 (File No. 001-34991)).
4.28	Supplemental Indenture dated August 2, 2022 to Indenture dated January 17, 2019 among the Guaranteeing Subsidiary, Targa Resources Partners LP, Targa Resources Partners Finance Corporation, the other Subsidiary Guarantors and U.S. Bank National Association (incorporated by reference to Exhibit 10.2 to Targa Resources Corp.'s Quarterly Report on Form 10-Q filed November 3, 2022 (File No. 001-34991)).
4.29	Supplemental Indenture dated April 12, 2023 to Indenture dated January 17, 2019 among the Guaranteeing Subsidiary, Targa Resources Partners LP, Targa Resources Partners Finance Corporation, the other Subsidiary Guarantors and U.S. Bank National Association (incorporated by reference to Exhibit 4.6 to Targa Resources Corp.'s Quarterly Report on Form 10-Q filed May 4, 2023 (File No. 001-34991)).
4.30	Supplemental Indenture dated June 27, 2024 to Indenture dated January 17, 2019 among the Guaranteeing Subsidiary, Targa Resources Partners LP, Targa Resources Partners Finance Corporation, the other Subsidiary Guarantors and U.S. Bank National Association (incorporated by reference to Exhibit 4.4 to Targa Resources Corp.'s Quarterly Report on Form 10-Q filed August 1, 2024 (File No. 001-34991)).
4.31	Indenture dated as of November 27, 2019 among the Issuers, the Guarantors and U.S. Bank National Association, as trustee (incorporated by reference to Exhibit 4.1 to Targa Resources Partners LP's Current Report on Form 8-K filed December 3, 2019 (File No. 001-33303)).
4.32	Supplemental Indenture dated February 20, 2020 to Indenture dated November 27, 2019, among the Guaranteeing Subsidiary, Targa Resources Partners LP, Targa Resources Partners Finance Corporation, the other Subsidiary Guarantors and U.S. Bank National Association (incorporated by reference to Exhibit 10.8 to Targa Resources Corp.'s Quarterly Report on Form 10-Q filed May 7, 2020 (File No. 001-34991)).
4.33	Supplemental Indenture dated September 17, 2020 to Indenture dated November 27, 2019, among the Guaranteeing Subsidiary, Targa Resources Partners LP, Targa Resources Partners Finance Corporation, the other Subsidiary Guarantors and U.S. Bank National Association (incorporated by reference to Exhibit 10.9 to Targa Resources Corp.'s Quarterly Report on Form 10-Q filed November 5, 2020 (File No. 001-34991)).

4.34	Supplemental Indenture dated September 17, 2021 to Indenture dated November 27, 2019, among the Guaranteeing Subsidiary, Targa Resources Partners LP, Targa Resources Partners Finance Corporation, the other Subsidiary Guarantors and U.S. Bank National Association (incorporated by reference to Exhibit 10.5 to Targa Resources Corp.'s Quarterly Report on Form 10-Q filed November 4, 2021 (File No. 001-34991)).
4.35	Supplemental Indenture dated November 30, 2021 to Indenture dated November 27, 2019, among the Guaranteeing Subsidiary, Targa Resources Partners LP, Targa Resources Partners Finance Corporation, the other Subsidiary Guarantors and U.S. Bank National Association (incorporated by reference to Exhibit 10.67 to Targa Resources Corp.'s Annual Report on Form 10-K filed February 24, 2022 (File No. 001-34991)).
4.36	Supplemental Indenture dated January 28, 2022 to Indenture dated November 27, 2019, among the Guaranteeing Subsidiary, Targa Resources Partners LP, Targa Resources Partners Finance Corporation, the other Subsidiary Guarantors and U.S. Bank National Association (incorporated by reference to Exhibit 10.68 to Targa Resources Corp.'s Annual Report on Form 10-K filed February 24, 2022 (File No. 001-34991)).
4.37	Supplemental Indenture dated June 17, 2022 to Indenture dated November 27, 2019 among the Guaranteeing Subsidiary, Targa Resources Partners LP, Targa Resources Partners Finance Corporation, the other Subsidiary Guarantors and U.S. Bank National Association (incorporated by reference to Exhibit 10.3 to Targa Resources Corp.'s Quarterly Report on Form 10-Q filed August 4, 2022 (File No. 001-34991)).
4.38	Supplemental Indenture dated August 2, 2022 to Indenture dated November 27, 2019 among the Guaranteeing Subsidiary, Targa Resources Partners LP, Targa Resources Partners Finance Corporation, the other Subsidiary Guarantors and U.S. Bank National Association (incorporated by reference to Exhibit 10.3 to Targa Resources Corp.'s Quarterly Report on Form 10-Q filed November 3, 2022 (File No. 001-34991)).
4.39	Supplemental Indenture dated April 12, 2023 to Indenture dated November 27, 2019 among the Guaranteeing Subsidiary, Targa Resources Partners LP, Targa Resources Partners Finance Corporation, the other Subsidiary Guarantors and U.S. Bank National Association (incorporated by reference to Exhibit 4.7 to Targa Resources Corp.'s Quarterly Report on Form 10-Q filed May 4, 2023 (File No. 001-34991)).
4.40	Supplemental Indenture dated June 27, 2024 to Indenture dated November 27, 2019 among the Guaranteeing Subsidiary, Targa Resources Partners LP, Targa Resources Partners Finance Corporation, the other Subsidiary Guarantors and U.S. Bank National Association (incorporated by reference to Exhibit 4.5 to Targa Resources Corp.'s Quarterly Report on Form 10-Q filed August 1, 2024 (File No. 001-34991)).
4.41	Indenture dated as of August 18, 2020 among the Issuers, the Guarantors and U.S. Bank National Association, as trustee (incorporated by reference to Exhibit 4.1 to Targa Resources Partners LP's Current Report on Form 8-K filed August 21, 2020 (File No. 001-33303)).
4.42	Supplemental Indenture dated September 17, 2020 to Indenture dated August 18, 2020, among the Guaranteeing Subsidiary, Targa Resources Partners LP, Targa Resources Partners Finance Corporation, the other Subsidiary Guarantors and U.S. Bank National Association (incorporated by reference to Exhibit 10.10 to Targa Resources Corp.'s Quarterly Report on Form 10-Q filed November 5, 2020 (File No. 001-34991)).
4.43	Supplemental Indenture dated September 17, 2021 to Indenture dated August 18, 2020, among the Guaranteeing Subsidiary, Targa Resources Partners LP, Targa Resources Partners Finance Corporation, the other Subsidiary Guarantors and U.S. Bank National Association (incorporated by reference to Exhibit 10.6 to Targa Resources Corp.'s Quarterly Report on Form 10-Q filed November 4, 2021 (File No. 001-34991)).
4.44	Supplemental Indenture dated November 30, 2021 to Indenture dated August 18, 2020, among the Guaranteeing Subsidiary, Targa Resources Partners LP, Targa Resources Partners Finance Corporation, the other Subsidiary Guarantors and U.S. Bank National Association (incorporated by reference to Exhibit 10.73 to Targa Resources Corp.'s Annual Report on Form 10-K filed February 24, 2022 (File No. 001-34991)).
4.45	Supplemental Indenture dated January 28, 2022 to Indenture dated August 18, 2020, among the Guaranteeing Subsidiary, Targa Resources Partners LP, Targa Resources Partners Finance Corporation, the other Subsidiary Guarantors and U.S. Bank National Association (incorporated by reference to Exhibit 10.74 to Targa Resources Corp.'s Annual Report on Form 10-K filed February 24, 2022 (File No. 001-34991)).
4.46	Supplemental Indenture dated June 17, 2022 to Indenture dated August 18, 2020 among the Guaranteeing Subsidiary, Targa Resources Partners LP, Targa Resources Partners Finance Corporation, the other Subsidiary Guarantors and U.S. Bank National Association (incorporated by reference to Exhibit 10.4 to Targa Resources Corp.'s Quarterly Report on Form 10-Q filed August 4, 2022 (File No. 001-34991)).

4.47	Supplemental Indenture dated August 2, 2022 to Indenture dated August 18, 2020 among the Guaranteeing Subsidiary, Targa Resources Partners LP, Targa Resources Partners Finance Corporation, the other Subsidiary Guarantors and U.S. Bank National Association (incorporated by reference to Exhibit 10.4 to Targa Resources Corp.'s Quarterly Report on Form 10-Q filed November 3, 2022 (File No. 001-34991)).
4.48	Supplemental Indenture dated April 12, 2023 to Indenture dated August 18, 2020 among the Guaranteeing Subsidiary, Targa Resources Partners LP, Targa Resources Partners Finance Corporation, the other Subsidiary Guarantors and U.S. Bank National Association (incorporated by reference to Exhibit 4.8 to Targa Resources Corp.'s Quarterly Report on Form 10-Q filed May 4, 2023 (File No. 001-34991)).
4.49	Supplemental Indenture dated June 27, 2024 to Indenture dated August 18, 2020 among the Guaranteeing Subsidiary, Targa Resources Partners LP, Targa Resources Partners Finance Corporation, the other Subsidiary Guarantors and U.S. Bank National Association (incorporated by reference to Exhibit 4.6 to Targa Resources Corp.'s Quarterly Report on Form 10-Q filed August 1, 2024 (File No. 001-34991)).
4.50	Indenture dated as of February 2, 2021 among the Issuers, the Guarantors and U.S. Bank National Association, as trustee (incorporated by reference to Exhibit 4.1 to Targa Resources Partners LP's Current Report on Form 8-K filed February 5, 2021 (File No. 001-33303)).
4.51	Supplemental Indenture dated September 17, 2021 to Indenture dated February 2, 2021 among the Guaranteeing Subsidiary, Targa Resources Partners LP, Targa Resources Partners Finance Corporation, the other Subsidiary Guarantors and U.S. Bank National Association (incorporated by reference to Exhibit 10.7 to Targa Resources Corp.'s Quarterly Report on Form 10-Q filed November 4, 2021 (File No. 001-34991)).
4.52	Supplemental Indenture dated November 30, 2021 to Indenture dated February 2, 2021, among the Guaranteeing Subsidiary, Targa Resources Partners LP, Targa Resources Partners Finance Corporation, the other Subsidiary Guarantors and U.S. Bank National Association (incorporated by reference to Exhibit 10.79 to Targa Resources Corp.'s Annual Report on Form 10-K filed February 24, 2022 (File No. 001-34991)).
4.53	Supplemental Indenture dated January 28, 2022 to Indenture dated February 2, 2021, among the Guaranteeing Subsidiary, Targa Resources Partners LP, Targa Resources Partners Finance Corporation, the other Subsidiary Guarantors and U.S. Bank National Association (incorporated by reference to Exhibit 10.80 to Targa Resources Corp.'s Annual Report on Form 10-K filed February 24, 2022 (File No. 001-34991)).
4.54	Supplemental Indenture dated June 17, 2022 to Indenture dated February 2, 2021 among the Guaranteeing Subsidiary, Targa Resources Partners LP, Targa Resources Partners Finance Corporation, the other Subsidiary Guarantors and U.S. Bank National Association (incorporated by reference to Exhibit 10.5 to Targa Resources Corp.'s Quarterly Report on Form 10-Q filed August 4, 2022 (File No. 001-34991)).
4.55	Supplemental Indenture dated August 2, 2022 to Indenture dated February 2, 2021 among the Guaranteeing Subsidiary, Targa Resources Partners LP, Targa Resources Partners Finance Corporation, the other Subsidiary Guarantors and U.S. Bank National Association (incorporated by reference to Exhibit 10.5 to Targa Resources Corp.'s Quarterly Report on Form 10-Q filed November 3, 2022 (File No. 001-34991)).
4.56	Supplemental Indenture dated April 12, 2023 to Indenture dated February 2, 2021 among the Guaranteeing Subsidiary, Targa Resources Partners LP, Targa Resources Partners Finance Corporation, the other Subsidiary Guarantors and U.S. Bank National Association (incorporated by reference to Exhibit 4.9 to Targa Resources Corp.'s Quarterly Report on Form 10-Q filed May 4, 2023 (File No. 001-34991)).
4.57	Supplemental Indenture dated June 27, 2024 to Indenture dated February 2, 2021 among the Guaranteeing Subsidiary, Targa Resources Partners LP, Targa Resources Partners Finance Corporation, the other Subsidiary Guarantors and U.S. Bank National Association (incorporated by reference to Exhibit 4.7 to Targa Resources Corp.'s Quarterly Report on Form 10-Q filed August 1, 2024 (File No. 001-34991)).
4.58	Indenture, dated as of April 6, 2022, among Targa Resources Corp., as issuer, the guarantors named therein and U.S. Bank Trust Company, National Association, as trustee (incorporated by reference to Exhibit 4.1 to Targa Resources Corp.'s Current Report on Form 8-K filed April 6, 2022 (File No. 001-34991)).
4.59	First Supplemental Indenture, dated as of April 6, 2022, among Targa Resources Corp., as issuer, the guarantors named therein and U.S. Bank Trust Company, National Association, as trustee (incorporated by reference to Exhibit 4.2 to Targa Resources Corp.'s Current Report on Form 8-K filed April 6, 2022 (File No. 001-34991)).
4.60	Form of Notes (included in Exhibit 4.59 hereto) (incorporated by reference to Exhibit 4.3 to Targa Resources Corp.'s Current Report on Form 8-K filed April 6, 2022 (File No. 001-34991)).

4.61	Second Supplemental Indenture dated as of June 22, 2022, among Targa Resources Corp., as issuer, the guarantors named therein and U.S. Bank Trust Company, National Association, as trustee (incorporated by reference to Exhibit 4.9 to Targa Resources Corp.'s Post-Effective Amendment No. 1 to Form S-3 filed June 22, 2022 (Registration No. 333-263730)).
4.62	Third Supplemental Indenture, dated as of July 7, 2022, among Targa Resources Corp., as issuer, the guarantors named therein and U.S. Bank Trust Company, National Association, as trustee (incorporated by reference to Exhibit 4.2 to Targa Resources Corp.'s Current Report on Form 8-K filed July 7, 2022 (File No. 001-34991)).
4.63	Form of Notes (included in Exhibit 4.62 hereto) (incorporated by reference to Exhibit 4.3 to Targa Resources Corp.'s Current Report on Form 8-K filed July 7, 2022 (File No. 001-34991)).
4.64	Fourth Supplemental Indenture dated as of August 2, 2022, among Targa Resources Corp., as issuer, the guarantors named therein and U.S. Bank Trust Company, National Association, as trustee (incorporated by reference to Exhibit 10.6 to Targa Resources Corp.'s Quarterly Report on Form 10-Q filed November 3, 2022 (File No. 001-34991)).
4.65	Fifth Supplemental Indenture, dated as of January 9, 2023, among Targa Resources Corp., as issuer, the guarantors named therein and U.S. Bank Trust Company, National Association, as trustee (incorporated by reference to Exhibit 4.2 to Targa Resources Corp.'s Current Report on Form 8-K filed January 9, 2023 (File No. 001-34991)).
4.66	Form of Notes (included in Exhibit 4.65 hereto) (incorporated by reference to Exhibit 4.3 to Targa Resources Corp.'s Current Report on Form 8-K filed January 9, 2023 (File No. 001-34991)).
4.67	Sixth Supplemental Indenture, dated as of April 12, 2023, among Targa Resources Corp., as issuer, the guarantors named therein and U.S. Bank Trust Company, National Association, as trustee (incorporated by reference to Exhibit 4.4 to Targa Resources Corp.'s Quarterly Report on Form 10-Q filed May 4, 2023 (File No. 001-34991)).
4.68	Seventh Supplemental Indenture, dated as of November 9, 2023, among Targa Resources Corp., as issuer, the guarantors named therein and U.S. Bank Trust Company, National Association, as trustee (incorporated by reference to Exhibit 4.2 to Targa Resources Corp.'s Current Report on Form 8-K filed November 9, 2023 (File No. 001-34991)).
4.69	Form of Notes (included in Exhibit 4.68 hereto) (incorporated by reference to Exhibit 4.3 to Targa Resources Corp.'s Current Report on Form 8-K filed November 9, 2023 (File No. 001-34991)).
4.70	Eighth Supplemental Indenture, dated as of June 27, 2024, among Targa Resources Corp., as issuer, the guarantors named therein and U.S. Bank Trust Company, National Association, as trustee (incorporated by reference to Exhibit 4.11 to Targa Resource Corp.'s Post-Effective Amendment No. 3 to Form S-3 filed July 26, 2024).
4.71	Ninth Supplemental Indenture, dated as of August 9, 2024, among Targa Resources Corp., as issuer, the guarantors named therein and U.S. Bank Trust Company, National Association, as trustee (incorporated by reference to Exhibit 4.2 to Targa Resource Corp.'s Current Report on Form 8-K filed August 9, 2024 (File No. 001-34991)).
4.72	Form of Notes (included in Exhibit 4.71 hereto) (incorporated by reference to Exhibit 4.3 to Targa Resources Corp.'s Current Report on Form 8-K filed August 9, 2024 (File No. 001-34991)).
10.1*	Credit Agreement dated as of February 18, 2025, by and among Targa Resources Corp., Bank of America, N.A., and the other parties signatory thereto.
10.2+	Second Amended and Restated Targa Resources Corp. 2010 Stock Incentive Plan, as amended and restated effective August 1, 2023 (incorporated by reference to Exhibit 10.1 to Targa Resources Corp.'s Quarterly Report on Form 10-Q filed August 3, 2023 (File No. 001-34991)).
10.3+	Form of Restricted Stock Agreement for Directors, dated as of January 17, 2018 (incorporated by reference to Exhibit 10.13 to Targa Resources Corp.'s Annual Report on Form 10-K filed February 16, 2018 (File No. 001-34991)).
10.4+	Form of Restricted Stock Agreement under Targa Resources Corp. 2010 Stock Incentive Plan (incorporated by reference to Exhibit 10.3 to Targa Resources Corp.'s Quarterly Report on Form 10-Q filed May 10, 2016 (File No. 001-34991)).
10.5+	Form of Performance Share Unit Grant Agreement, dated as of January 20, 2022 under Targa Resources Corp. 2010 Stock Incentive Plan (incorporated by reference to Exhibit 10.12 to Targa Resources Corp.'s Annual Report on Form 10-K filed February 24, 2022 (File No. 001-34991)).
10.6+*	Form of Performance Share Unit Grant Agreement, dated as of January 16, 2025 under Targa Resources Corp. 2010 Stock Incentive Plan.

10.7+	Omnibus Amendment to Restricted Stock Unit Grant Agreements, dated March 29, 2023 (incorporated by reference to Exhibit 10.1 to Targa Resources Corp.'s Quarterly Report on Form 10-Q filed May 4, 2023 (File No. 001-34991)).
10.8+	Form of Restricted Stock Unit Agreement, dated as of January 18, 2024 under Targa Resources Corp. 2010 Stock Incentive Plan (incorporated by reference to Exhibit 10.12 to Targa Resources Corp.'s Annual Report on Form 10-K filed February 15, 2024 (File No. 001-34991)).
10.9+	Form of Restricted Stock Unit Agreement under Targa Resources Corp. 2010 Stock Incentive Plan (incorporated by reference to Exhibit 10.13 to Targa Resources Corp.'s Annual Report on Form 10-K filed February 15, 2024 (File No. 001-34991)).
10.10+	Targa Resources Corp. 2020 Annual Incentive Compensation Plan (incorporated by reference to Exhibit 10.1 to Targa Resources Corp.'s Current Report on Form 8-K filed January 23, 2020 (File No. 001-34991)).
10.11+	Targa Resources Executive Officer Change in Control Severance Program (incorporated by reference to Exhibit 10.3 to Targa Resources Corp.'s Current Report on Form 8-K filed January 19, 2012 (File No. 001-34991)).
10.12+	First Amendment to the Targa Resources Executive Officer Change in Control Severance Program, dated December 3, 2015 (incorporated by reference to Exhibit 10.1 to Targa Resources Corp.'s Current Report on Form 8-K filed December 8, 2015 (File No. 001-34991)).
10.13	Form of Indemnification Agreement between Targa Resources Investments Inc. and each of the directors and officers thereof (incorporated by reference to Exhibit 10.4 to Targa Resources Corp.'s Registration Statement on Form S-1/A filed November 8, 2010 (File No. 333-169277)).
10.14	Receivables Purchase Agreement, dated January 10, 2013, by and among Targa Receivables LLC, the Partnership, as initial Servicer, the various conduit purchasers from time to time party thereto, the various committed purchasers from time to time party thereto, the various purchaser agents from time to time party thereto, the various LC participants from time to time party thereto and PNC Bank, National Association as Administrator and LC Bank (incorporated by reference to Exhibit 10.1 to Targa Resources Partners LP's Current Report on Form 8-K filed January 14, 2013 (File No. 001-33303)).
10.15	Purchase and Sale Agreement, dated January 10, 2013, between the originators from time to time party thereto as Originators and Targa Receivables LLC (incorporated by reference to Exhibit 10.2 to Targa Resources Partners LP's Current Report on Form 8-K filed January 14, 2013 (File No. 001-33303)).
10.16	Second Amendment to Receivables Purchase Agreement, dated December 13, 2013, by and among Targa Receivables LLC, as seller, the Partnership, as servicer, the various conduit purchasers, committed purchasers, purchaser agents and LC participants party thereto and PNC Bank, National Association, as administrator and LC Bank (incorporated by reference to Exhibit 10.1 to Targa Resources Partners LP's Current Report on Form 8-K filed December 17, 2013 (File No. 001-33303)).
10.17	Fourth Amendment to Receivables Purchase Agreement, dated December 11, 2015, by and among Targa Receivables LLC, as seller, the Partnership, as servicer, the various conduit purchasers, committed purchasers, purchaser agents and LC participants party thereto and PNC Bank, National Association, as administrator and LC Bank (incorporated by reference to Exhibit 10.1 to Targa Resources Partners LP's Current Report on Form 8-K filed December 15, 2015 (File No. 001-33303)).
10.18	Fifth Amendment to Receivables Purchase Agreement, dated December 9, 2016, by and among Targa Receivables LLC, as seller, the Partnership, as servicer, the various conduit purchasers, committed purchasers, purchaser agents and LC participants party thereto and PNC Bank, National Association, as administrator and LC Bank (incorporated by reference to Exhibit 10.1 to Targa Resources Partners LP's Current Report on Form 8-K filed January 6, 2017 (File No. 001-33303)).
10.19	Seventh Amendment to Receivables Purchase Agreement, dated December 7, 2018, by and among Targa Receivables LLC, as seller, the Partnership, as servicer, the various conduit purchasers, committed purchasers, purchaser agents and LC participants party thereto and PNC Bank, National Association, as administrator and LC Bank (incorporated by reference to Exhibit 10.1 to Targa Resources Partners LP's Current Report on Form 8-K filed December 10, 2018 (File No. 001-33303)).
10.20	Eighth Amendment to Receivables Purchase Agreement, dated December 6, 2019, by and among Targa Receivables LLC, as seller, the Partnership, as servicer, the various conduit purchasers, committed purchasers, purchaser agents and LC participants party thereto and PNC Bank, National Association, as administrator and LC Bank (incorporated

	by reference to Exhibit 10.1 to Targa Resources Corp.'s Current Report on Form 8-K filed December 10, 2019 (File No. 001-34991)).
10.21+	Ninth Amendment to Receivables Purchase Agreement, dated April 22, 2020, by and among Targa Receivables LLC, as seller, Targa Resources Partners LP, as servicer, the various conduit purchasers, committed purchasers, purchaser agents and LC participants party thereto and PNC Bank, National Association, as administrator and LC Bank (incorporated by reference to Exhibit 10.1 to Targa Resources Corp.'s Current Report on Form 8-K filed April 24, 2020 (File No. 001-34991)).
10.22	Tenth Amendment to Receivables Purchase Agreement, dated April 21, 2021, by and among Targa Receivables LLC, as seller, Targa Resources Partners LP, as servicer, the various conduit purchasers, committed purchasers, purchaser agents and LC participants party thereto and PNC Bank, National Association, as administrator and LC Bank (incorporated by reference to Exhibit 10.1 to Targa Resources Corp.'s Current Report on Form 8-K filed April 23, 2021 (File No. 001-34991)).
10.23	Eleventh Amendment to Receivables Purchase Agreement, dated December 13, 2021, by and among Targa Receivables LLC, as seller, Targa Resources Partners LP, as servicer, the various conduit purchasers, committed purchasers, purchaser agents and LC participants party thereto and PNC Bank, National Association, as administrator and LC Bank (incorporated by reference to Exhibit 10.104 to Targa Resources Corp.'s Annual Report on Form 10-K filed February 24, 2022 (File No. 001-34991)).
10.24	Twelfth Amendment to Receivables Purchase Agreement, dated April 19, 2022, by and among Targa Receivables LLC, as seller, Targa Resources Partners LP, as servicer, the various conduit purchasers, committed purchasers, purchaser agents and LC participants party thereto and PNC Bank, National Association, as administrator and LC Bank (incorporated by reference to Exhibit 10.1 to Targa Resources Corp.'s Current Report on Form 8-K filed April 22, 2022 (File No. 001-34991)).
10.25	Thirteenth Amendment to Receivables Purchase Agreement, dated as of September 2, 2022, by and among Targa Receivables LLC, as seller, Targa Resources Partners LP, as servicer, the various conduit purchasers, committed purchasers, purchaser agents and LC participants party thereto and PNC Bank, National Association, as administrator and LC Bank (incorporated by reference to Exhibit 10.1 to Targa Resources Corp.'s Current Report on Form 8-K filed September 6, 2022 (File No. 001-34991)).
10.26	Fourteenth Amendment to Receivables Purchase Agreement, dated as of August 30, 2023, by and among Targa Receivables LLC, as seller, the Partnership, as servicer, the various conduit purchasers, committed purchasers, purchaser agents and LC participants party thereto and PNC Bank, National Association, as administrator and LC Bank (incorporated by reference to Exhibit 10.1 to Targa Resources Corp.'s Current Report on Form 8-K filed August 31, 2023 (File No. 001-34991)).
10.27	Fifteenth Amendment to Receivables Purchase Agreement, dated as of August 26, 2024, by and among Targa Receivables LLC, as seller, the Partnership, as servicer, the various conduit purchasers, committed purchasers, purchaser agents and LC participants party thereto and PNC Bank, National Association, as administrator and LC Bank (incorporated by reference to Exhibit 10.1 to Targa Resources Corp.'s Current Report on Form 8-K filed August 27, 2024 (File No. 001-34991)).
10.28	Commitment Increase Request, dated February 23, 2017, by and among Targa Receivables LLC, as seller, the Partnership, as servicer, and PNC Bank, National Association, as administrator, purchaser agent and LC Bank (incorporated by reference to Exhibit 10.1 to Targa Resources Partners LP's Current Report on Form 8-K filed February 24, 2017 (File No. 001-33303)).
10.29	Commitment Increase Request, dated December 11, 2020, by and among Targa Receivables LLC, as seller, the Partnership, as servicer, and PNC Bank, National Association, as administrator, purchaser agent and LC Bank, and Wells Fargo Bank, National Association, as purchaser agent and LC Participant (incorporated by reference to Exhibit 10.1 to Targa Resources Corp.'s Current Report on Form 8-K filed December 14, 2020 (File No. 001-34991)).
19.1*	Targa Resources Corp. Insider Trading Policy.
21.1*	List of Significant Subsidiaries of Targa Resources Corp.
22.1*	List of Subsidiary Guarantors.
23.1*	Consent of Independent Registered Public Accounting Firm.
31.1*	Certification of Chief Executive Officer pursuant to Rule 13a-14(a)/15d-14(a) of the Securities Exchange Act of 1934.

31.2*	Certification of Principal Financial Officer pursuant to Rule 13a-14(a)/15d-14(a) of the Securities Exchange Act of 1934.
32.1**	Certification of the Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2**	Certification of Principal Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
97.1	Targa Resources Corp. Incentive Compensation Recovery Policy, effective October 2, 2023 (incorporated by reference to Exhibit 97.1 to Targa Resources Corp.'s Annual Report on Form 10-K filed February 15, 2024 (File No. 001-34991)).
101.INS	Inline XBRL Instance Document – the instance document does not appear in the interactive data file as its XBRL tags are embedded within the Inline XBRL document
101.SCH	Inline XBRL Taxonomy Extension Schema With Embedded Linkbase Documents
104	Cover page formatted as Inline XBRL and contained in Exhibit 101

* Filed herewith
** Furnished herewith
+ Management contract or compensatory plan or arrangement

Item 16. Form 10-K Summary

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) 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.

Targa Resources Corp.
(Registrant)

Date: February 20, 2025

By: */s/ Jennifer R. Kneale*
Jennifer R. Kneale
President – Finance and Administration
(Principal Financial Officer)

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed by the following persons on behalf of the registrant and in the capacities indicated on February 20, 2025.

Signature	**Title (Position with Targa Resources Corp.)**
/s/ Matthew J. Meloy Matthew J. Meloy	Chief Executive Officer and Director (Principal Executive Officer)
/s/ Jennifer R. Kneale Jennifer R. Kneale	President – Finance and Administration (Principal Financial Officer)
/s/ Julie H. Boushka Julie H. Boushka	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)
/s/ Paul W. Chung Paul W. Chung	Chairman of the Board and Director
/s/ Beth A. Bowman Beth A. Bowman	Director
/s/ Lindsey M. Cooksen Lindsey M. Cooksen	Director
/s/ Charles R. Crisp Charles R. Crisp	Director
/s/ Waters S. Davis, IV Waters S. Davis, IV	Director
/s/ Laura C. Fulton Laura C. Fulton	Director
/s/ *Rene R. Joyce* Rene R. Joyce	Director
/s/ *Caron A. Lawhorn* Caron A. Lawhorn	Director
/s/ Joe Bob Perkins Joe Bob Perkins	Director
/s/ R. Keith Teague R. Keith Teague	Director

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

TARGA RESOURCES CORP. AUDITED CONSOLIDATED FINANCIAL STATEMENTS

MANAGEMENT'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

Management is responsible for establishing and maintaining adequate internal control over financial reporting. Our internal control over financial reporting is a process designed 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.

Internal control over financial reporting cannot provide absolute assurance of achieving financial reporting objectives because of its inherent limitations. Internal control over financial reporting is a process that involves human diligence and compliance and is subject to lapses in judgment and breakdowns resulting from human failures. Internal control over financial reporting also can be circumvented by collusion or improper management override. Because of such limitations, there is a risk that material misstatements may not be prevented or detected on a timely basis by internal control over financial reporting. However, these inherent limitations are known features of the financial reporting process. Therefore, it is possible to design into the process safeguards to reduce, though not eliminate, this risk.

Management has used the framework set forth in the report entitled "Internal Control—Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO") in 2013 to evaluate the effectiveness of the internal control over financial reporting. Based on that evaluation, management has concluded that the internal control over financial reporting was effective as of December 31, 2024.

The effectiveness of our internal control over financial reporting as of December 31, 2024 has been audited by PricewaterhouseCoopers LLP, an independent registered public accounting firm, as stated in their report which appears on page F-3.

/s/ Matthew J. Meloy
Matthew J. Meloy
Chief Executive Officer
(Principal Executive Officer)

/s/ Jennifer R. Kneale
Jennifer R. Kneale
President – Finance and Administration
(Principal Financial Officer)

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Stockholders of Targa Resources Corp.

Opinions on the Financial Statements and Internal Control over Financial Reporting

We have audited the accompanying consolidated balance sheets of Targa Resources Corp. and its subsidiaries (the "Company") as of December 31, 2024 and 2023, and the related consolidated statements of operations, of comprehensive income (loss), of changes in owners' equity and series A preferred stock and of cash flows for each of the three years in the period ended December 31, 2024, including the related notes (collectively referred to as the "consolidated financial statements"). We also have audited the Company's internal control over financial reporting as of December 31, 2024, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and 2023, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2024 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2024, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the COSO.

Basis for Opinions

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express opinions on the Company's consolidated financial statements and on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed 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. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Critical Audit Matters

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that (i) relates to accounts or disclosures that are material to the consolidated financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Valuation of Derivative Instruments and Hedging Activities

As described in Note 13 to the consolidated financial statements, the primary purpose of management's commodity risk management activities is to manage the Company's exposure to commodity price risk and reduce volatility in operating cash flow due to fluctuations in commodity prices. Management has entered into derivative instruments to hedge the commodity price risks. As of December 31, 2024, there were $87.1 million of assets from risk management activities and $259.3 million of liabilities from risk management activities. The fair value of the derivative instruments was determined by the use of present value methods with assumptions about commodity prices based on those observed in underlying markets.

The principal considerations for our determination that performing procedures relating to the valuation of derivative instruments and hedging activities is a critical audit matter are (i) the significant judgment by management when developing the fair value estimate of the assets and liabilities from risk management activities; (ii) a high degree of auditor judgment and effort in performing procedures and evaluating management's significant assumptions related to commodity prices; and (iii) the audit effort involved the use of professionals with specialized skill and knowledge.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to the valuation of the assets and liabilities from risk management activities, including controls over management's model, data and assumptions. These procedures also included, among others, (i) the involvement of professionals with specialized skill and knowledge to assist in developing independent fair value estimates for a sample of the assets and liabilities from risk management activities and (ii) comparing the independent fair value estimates to management's fair value estimates to evaluate the reasonableness of management's fair value estimates. Developing the independent fair value estimates involved testing the completeness and accuracy of data provided by management and independently developing the commodity prices assumption.

/s/ PricewaterhouseCoopers LLP
Houston, Texas
February 20, 2025

We have served as the Company's auditor since 2005.

PART I – FINANCIAL INFORMATION

Item 1. Financial Statements.

TARGA RESOURCES CORP.
CONSOLIDATED BALANCE SHEETS

	December 31, 2024	December 31, 2023
	(In millions)	
ASSETS		
Current assets:		
Cash and cash equivalents	$ 157.3	$ 141.7
Trade receivables, net of allowances of $ 2.5 million and $ 2.5 million as of December 31, 2024 and 2023	1,618.3	1,471.0
Inventories	334.3	371.5
Assets from risk management activities	61.8	111.9
Other current assets	124.6	98.5
Total current assets	2,296.3	2,194.6
Property, plant and equipment, net	18,062.7	15,806.4
Intangible assets, net	1,977.4	2,350.6
Long-term assets from risk management activities	25.3	33.3
Investments in unconsolidated affiliates	193.3	146.3
Other long-term assets	179.1	140.6
Total assets	$ 22,734.1	$ 20,671.8
LIABILITIES AND OWNERS' EQUITY		
Current liabilities:		
Accounts payable	$ 2,012.5	$ 1,574.9
Accrued liabilities	336.0	281.7
Interest payable	269.1	229.6
Liabilities from risk management activities	167.3	54.0

Current debt obligations	387.7	620.7
Total current liabilities	3,172.6	2,760.9
Long-term debt	13,786.9	12,333.2
Long-term liabilities from risk management activities	92.0	16.8
Deferred income taxes, net	872.1	535.8
Other long-term liabilities	392.3	415.1
Commitments and Contingencies (see Notes 16 and 17)		
Owners' equity:		
Targa Resources Corp. stockholders' equity:		
Common Stock ($ 0.001 par value, 450,000,000 shares authorized as of December 31, 2024 and 2023)	0.2	0.2
Issued Outstanding		
December 31, 2024 241,764,105 217,763,821		
December 31, 2023 240,095,699 222,611,259		
Additional paid-in capital	3,089.1	3,058.8
Retained earnings (deficit)	1,190.0	492.0
Accumulated other comprehensive income (loss)	27.5	85.6
Treasury stock, at cost (24,000,284 shares and 17,484,440 shares as of December 31, 2024 and 2023)	(1,714.4)	(896.9)
Total Targa Resources Corp. stockholders' equity	2,592.4	2,739.7
Noncontrolling interests	1,825.8	1,870.3
Total owners' equity	4,418.2	4,610.0

Total liabilities and owners' equity	$ 22,734.1	$ 20,671.8

See notes to consolidated financial statements.

TARGA RESOURCES CORP.
CONSOLIDATED STATEMENTS OF OPERATIONS

	Year Ended December 31,		
	2024	2023	2022
	(In millions, except per share amounts)		
Revenues:			
Sales of commodities	$ 13,891.8	$ 13,962.1	$ 19,066.0
Fees from midstream services	2,489.7	2,098.2	1,863.8
Total revenues	16,381.5	16,060.3	20,929.8
Costs and expenses:			
Product purchases and fuel	10,703.0	10,676.4	16,882.1
Operating expenses	1,175.6	1,077.9	912.8
Depreciation and amortization expense	1,423.0	1,329.6	1,096.0
General and administrative expense	384.9	348.7	309.7
Other operating (income) expense	(0.4)	1.5	0.2
Income (loss) from operations	2,695.4	2,626.2	1,729.0
Other income (expense):			
Interest expense, net	(767.2)	(687.8)	(446.1)
Equity earnings (loss)	9.4	9.0	9.1
Gain (loss) from financing activities	(0.8)	(2.1)	(49.6)
Gain (loss) from sale of equity method investment	—	—	435.9
Other, net	1.2	(2.8)	(15.1)
Income (loss) before income taxes	1,938.0	1,942.5	1,663.2
Income tax (expense) benefit	(384.5)	(363.2)	(131.8)
Net income (loss)	1,553.5	1,579.3	1,531.4
Less: Net income (loss) attributable to noncontrolling interests	241.5	233.4	335.9

Net income (loss) attributable to Targa Resources Corp.	1,312.0	1,345.9	1,195.5
Premium on repurchase of noncontrolling interests, net of tax	32.9	510.1	53.2
Dividends on Series A Preferred Stock	—	—	30.0
Deemed dividends on Series A Preferred Stock	—	—	215.5
Net income (loss) attributable to common shareholders	$ 1,279.1	$ 835.8	$ 896.8
Net income (loss) per common share - basic	$ 5.77	$ 3.69	$ 3.95
Net income (loss) per common share - diluted	$ 5.74	$ 3.66	$ 3.88
Weighted average shares outstanding - basic	220.2	224.6	227.3
Weighted average shares outstanding - diluted	221.3	226.0	231.1

See notes to consolidated financial statements.

TARGA RESOURCES CORP.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)

	Year Ended December 31,								
	2024			2023			2022		
	Pre-Tax	Related Income Tax	After Tax	Pre-Tax	Related Income Tax	After Tax	Pre-Tax	Related Income Tax	After Tax
					(In millions)				
Net income (loss)			$ 1,553.5			$ 1,579.3			$ 1,531.4
Other comprehensive income (loss):									
Commodity hedging contracts:									
Change in fair value	$ (7.5)	$ 1.7	(5.8)	$ (193.4)	$ (44.3)	(149.1)	$ (5.6)	$ (1.3)	(4.3)
Settlements reclassified to revenues	(67.8)	(15.5)	(52.3)	(153.4)	(35.2)	(118.2)	(373.0)	(83.1)	(289.9)
Other comprehensive income (loss)	(75.3)	(17.2)	(58.1)	(40.0)	(9.1)	(30.9)	(367.4)	(81.8)	(285.6)
Comprehensive income (loss)			1,495.4			1,610.2			1,817.0
Less: Comprehensive income (loss) attributable to noncontrolling interests			241.5			233.4			335.9
Comprehensive income (loss) attributable to Targa Resources Corp.			$ 1,253.9			$ 1,376.8			$ 1,481.1

See notes to consolidated financial statements.

TARGA RESOURCES CORP.
CONSOLIDATED STATEMENTS OF CASH FLOWS

	Year Ended December 31,		
	2024	2023	2022
	(In millions)		
Cash flows from operating activities			
Net income (loss)	$ 1,553.5	$ 1,579.3	$ 1,531.4
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:			
Amortization in interest expense	14.8	13.2	10.5
Compensation on equity grants	63.2	62.4	57.5
Depreciation and amortization expense	1,423.0	1,329.6	1,096.0
(Gain) loss on sale or disposition of assets	(3.1)	(5.3)	(9.6)
Write-downs of assets	6.2	6.9	9.8
Accretion of asset retirement obligations	10.6	5.9	4.8
Deferred income tax expense (benefit)	367.0	349.6	125.1
Equity (earnings) loss of unconsolidated affiliates	(9.4)	(9.0)	(9.1)
Distributions of earnings received from unconsolidated affiliates	19.8	13.1	12.2
Risk management activities	164.6	(275.4)	302.5
(Gain) loss from financing activities	0.8	2.1	49.6
(Gain) loss from sale of equity method investment	—	—	(435.9)
Changes in operating assets and liabilities, net of acquisitions:			
Receivables and other assets	(75.0)	(20.6)	219.7
Inventories	33.5	36.0	(236.2)
Accounts payable, accrued liabilities and other liabilities	40.7	68.2	(383.0)
Interest payable	39.5	55.6	35.5
Net cash provided by (used in) operating activities	3,649.7	3,211.6	2,380.8
Cash flows from investing activities			

Outlays for property, plant and equipment	(2,965.8)	(2,385.4)	(1,334.3)
Outlays for business acquisition, net of cash acquired	—	—	(3,503.9)
Outlays for asset acquisition, net of cash acquired	—	—	(205.2)
Proceeds from sale of assets	3.3	4.7	23.0
Investments in unconsolidated affiliates	(62.9)	(24.6)	(1.5)
Proceeds from sale of equity method investment	—	—	857.0
Return of capital from unconsolidated affiliates	5.5	5.5	16.8
Other, net	(1.4)	(1.0)	(1.6)
Net cash provided by (used in) investing activities	(3,021.3)	(2,400.8)	(4,149.7)
Cash flows from financing activities			
Debt obligations:			
Proceeds from borrowings under credit facilities	—	—	5,845.0
Repayments of credit facilities	—	(290.0)	(5,555.0)
Proceeds from borrowings of commercial paper notes	85,430.5	59,002.8	30,504.3
Repayments of commercial paper notes	(84,475.0)	(59,836.5)	(29,495.6)
Proceeds from borrowings under term loan facility	—	—	1,500.0
Repayments of term loan facility	(500.0)	(1,000.0)	—
Proceeds from borrowings under accounts receivable securitization facility	775.0	143.1	1,230.0
Repayments of accounts receivable securitization facility	(1,020.0)	(368.1)	(580.0)
Proceeds from issuance of senior unsecured notes	999.4	3,727.7	2,741.4
Redemption of senior unsecured notes	—	—	(1,473.2)
Principal payments of finance leases	(50.1)	(42.9)	(19.7)

Costs incurred in connection with financing arrangements	(9.9)	(36.1)	(45.7)
Repurchases of common stock	(754.7)	(373.7)	(224.8)
Shares tendered for tax withholding obligations	(56.4)	(55.8)	(35.8)
Contributions from noncontrolling interests	12.0	9.7	26.1
Distributions to noncontrolling interests	(232.6)	(222.1)	(316.4)
Repurchase of noncontrolling interests	(112.9)	(1,118.9)	(926.3)
Redemption of Series A Preferred Stock	—	—	(965.2)
Dividends paid to common and Series A Preferred shareholders	(615.5)	(427.3)	(379.7)
Other, net	(2.6)	—	—
Net cash provided by (used in) financing activities	(612.8)	(888.1)	1,829.4
Net change in cash and cash equivalents	15.6	(77.3)	60.5
Cash and cash equivalents, beginning of period	141.7	219.0	158.5
Cash and cash equivalents, end of period	$ 157.3	$ 141.7	$ 219.0

See notes to consolidated financial statements.

TARGA RESOURCES CORP.
CONSOLIDATED STATEMENTS OF CHANGES IN OWNERS' EQUITY AND SERIES A PREFERRED STOCK

	Common Stock		Additional	Retained Earnings	Accumulated Other	Treasury Shares		Noncontrolling	Total	Series A
	Shares	Amount	Paid in Capital	(Accumulated Deficit)	Comprehensive Income (Loss)	Shares	Amount	Interests	Owners' Equity	Preferred Stock
	(In millions, except shares in thousands)									
Balance, December 31, 2021	**228,221**	**$ 0.2**	**$ 4,268.9**	**$ (1,822.3)**	**$ (230.9)**	**7,884**	**$ (204.1)**	**$ 3,166.9**	**$ 5,178.7**	**$ 749.7**
Compensation on equity grants	—	—	57.5	—	—	—	—	—	57.5	—
Dividend equivalent rights	—	—	(7.1)	—	—	—	—	—	(7.1)	—
Shares issued under compensation program	1,834	—	—	—	—	—	—	—	—	—
Shares tendered for tax withholding obligations	(601)	—	—	—	—	601	(35.8)	—	(35.8)	—
Repurchases of common stock	(3,412)	—	—	—	—	3,412	(224.8)	—	(224.8)	—
Series A Preferred Stock dividends										
Dividends - $ 47.50 per share	—	—	—	(30.0)	—	—	—	—	(30.0)	—
Dividends in excess of retained earnings	—	—	(30.0)	30.0	—	—	—	—	—	—
Deemed dividends - redemption of Series A Preferred Stock	—	—	(215.5)	—	—	—	—	—	(215.5)	—
Common stock dividends										
Dividends - $ 1.40 per share	—	—	—	(318.3)	—	—	—	—	(318.3)	—
Dividends in excess of retained earnings	—	—	(318.3)	318.3	—	—	—	—	—	—
Redemption of Series A Preferred Stock	—	—	—	—	—	—	—	—	—	(749.7)
Distributions to noncontrolling interests	—	—	—	—	—	—	—	(354.5)	(354.5)	—
Contributions from noncontrolling interests	—	—	—	—	—	—	—	26.1	26.1	—

Repurchase of noncontrolling interests, net of tax	—	—	(53.2)	—	—	—	—	(857.9)	(911.1)	—
Other comprehensive income (loss)	—	—	—	—	285.6	—	—	—	285.6	—
Net income (loss)	—	—	—	1,195.5	—	—	—	335.9	1,531.4	—
Balance, December 31, 2022	**226,042**	**0.2**	**3,702.3**	**(626.8)**	**54.7**	**11,897**	**(464.7)**	**2,316.5**	**4,982.2**	**—**
Compensation on equity grants	—	—	62.4	—	—	—	—	—	62.4	—
Dividend equivalent rights	—	—	(2.3)	(1.6)	—	—	—	—	(3.9)	—
Shares issued under compensation program	2,156	—	—	—	—	—	—	—	—	—
Shares tendered for tax withholding obligations	(716)	—	—	—	—	716	(55.8)	—	(55.8)	—
Repurchases of common stock	(4,871)	—	—	—	—	4,871	(373.7)	—	(373.7)	—
Excise tax on repurchases of common stock	—	—	—	—	—	—	(2.7)	—	(2.7)	—
Common stock dividends										
Dividends - $ 1.85 per share	—	—	—	(419.0)	—	—	—	—	(419.0)	—
Dividends in excess of retained earnings	—	—	(193.5)	193.5	—	—	—	—	—	—
Distributions to noncontrolling interests	—	—	—	—	—	—	—	(230.0)	(230.0)	—
Contributions from noncontrolling interests	—	—	—	—	—	—	—	9.7	9.7	—
Repurchase of noncontrolling interests, net of tax	—	—	(510.1)	—	—	—	—	(459.3)	(969.4)	—
Other comprehensive income (loss)	—	—	—	—	30.9	—	—	—	30.9	—
Net income (loss)	—	—	—	1,345.9	—	—	—	233.4	1,579.3	—

							(			
Balance, December 31, 2023	**222,611**	**$ 0.2**	**$ 3,058.8**	**$ 492.0**	**$ 85.6**	**17,484**	**$ 896.9**	**) $ 1,870.3**	**$ 4,610.0**	**$ —**

See notes to consolidated financial statements.

TARGA RESOURCES CORP.
CONSOLIDATED STATEMENTS OF CHANGES IN OWNERS' EQUITY AND SERIES A PREFERRED STOCK

	Common Stock		Additional	Retained Earnings	Accumulated Other	Treasury		Noncontrolling	Total	Series A
	Shares	Amount	Paid in Capital	(Accumulated Deficit)	Comprehensive Income (Loss)	Shares	Amount	Interests	Owners' Equity	Preferred Stock
	(In millions, except shares in thousands)									
Balance, December 31, 2023	**222,611**	**$ 0.2**	**$ 3,058.8**	**$ 492.0**	**$ 85.6**	**17,484**	**$ (896.9)**	**$ 1,870.3**	**$ 4,610.0**	**$ —**
Compensation on equity grants	—	—	63.2	—	—	—	—	—	63.2	—
Dividend equivalent rights	—	—	—	(3.8)	—	—	—	—	(3.8)	—
Shares issued under compensation program	1,669	—	—	—	—	—	—	—	—	—
Shares tendered for tax withholding obligations	(583)	—	—	—	—	583	(56.4)	—	(56.4)	—
Repurchases of common stock	(5,933)	—	—	—	—	5,933	(754.7)	—	(754.7)	—
Excise tax on repurchases of common stock	—	—	—	—	—	—	(6.4)	—	(6.4)	—
Common stock dividends										
Dividends - $ 2.75 per share	—	—	—	(610.2)	—	—	—	—	(610.2)	—
Distributions to noncontrolling interests	—	—	—	—	—	—	—	(229.0)	(229.0)	—
Contributions from noncontrolling interests	—	—	—	—	—	—	—	12.0	12.0	—
Repurchase of noncontrolling interests, net of tax	—	—	(32.9)	—	—	—	—	(69.0)	(101.9)	—
Other comprehensive income (loss)	—	—	—	—	(58.1)	—	—	—	(58.1)	—
Net income (loss)	—	—	—	1,312.0	—	—	—	241.5	1,553.5	—
Balance, December 31, 2024	**217,764**	**$ 0.2**	**$ 3,089.1**	**$ 1,190.0**	**$ 27.5**	**24,000**	**$ (1,714.4)**	**$ 1,825.8**	**$ 4,418.2**	**$ —**

See notes to consolidated financial statements.

TARGA RESOURCES CORP.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Except as noted within the context of each footnote disclosure, the dollar amounts presented in the tabular data within these footnote disclosures are stated in millions of dollars.

Note 1 — Organization and Operations

Our Organization

Targa Resources Corp. (NYSE: TRGP) owns, operates, acquires, and develops a diversified portfolio of complementary domestic infrastructure assets.

In this Annual Report, unless the context requires otherwise, references to "we," "us," "our," "the Company," "Targa" or "TRGP" are intended to mean our consolidated business and operations. TRGP controls the general partner of and owns all of the outstanding common units representing limited partner interests in Targa Resources Partners LP, referred to herein as the "Partnership". Targa consolidates the Partnership and its subsidiaries under accounting principles generally accepted in the United States of America ("GAAP"), and the accompanying consolidated financial statements have been prepared under the rules and regulations of the SEC. Targa's consolidated financial statements include differences from the consolidated financial statements of the Partnership. The most noteworthy differences are:

- the inclusion of the TRGP senior revolving credit facility and term loan facility;
- the inclusion of the TRGP senior unsecured notes;
- the inclusion of the TRGP commercial paper notes; and
- the impacts of TRGP's treatment as a corporation for U.S. federal income tax purposes.

Our Operations

The Company is primarily engaged in the business of:

- gathering, compressing, treating, processing, transporting, and purchasing and selling natural gas;
- transporting, storing, fractionating, treating, and purchasing and selling NGLs and NGL products, including services to LPG exporters; and
- gathering, storing, terminaling, and purchasing and selling crude oil.

See Note 22 – Segment Information for certain financial information regarding our business segments.

Note 2 — Basis of Presentation

These accompanying financial statements and related notes present our consolidated financial position as of December 31, 2024 and 2023, and the results of operations, comprehensive income (loss), cash flows, and changes in owners' equity for the years ended December 31, 2024, 2023 and 2022. We have prepared these consolidated financial statements in accordance with GAAP. All significant intercompany balances and transactions have been eliminated in consolidation. Certain amounts in prior periods have been reclassified to conform to the current year presentation.

Note 3 — Significant Accounting Policies

Consolidation Policy

Our consolidated financial statements include the accounts of all entities that we control and our proportionate interest in the accounts of certain gas gathering and processing facilities in which we own an undivided interest and are responsible for our proportionate share of the costs and expenses of the facilities. Third party ownership interests in our controlled subsidiaries are presented as noncontrolling interests within the equity section of our Consolidated Balance Sheets, except in the case of undivided interest ownership. In our Consolidated Statements of Operations and Consolidated Statements of Comprehensive Income (Loss), noncontrolling interests reflect the attribution of results to third-party investors. All intercompany balances and transactions have been eliminated in consolidation.

As of December 31, 2024, our consolidated joint ventures include the following:

Gathering and Processing Segment

- 60% ownership interest in Centrahoma Processing LLC;
- 55% ownership interest in Targa Badlands (see Note 4 – Acquisitions and Divestitures for additional information related to Targa Badlands);
- 72.8% undivided interest in the assets of Targa Pipeline Mid-Continent WestTex LLC; and
- 76.8% ownership interest in Venice Energy Services Company, LLC.

Logistics and Transportation Segment

- 80% ownership interest in Targa Train 7 LLC.

We apply the equity method of accounting to investments over which we exercise significant influence over the operating and financial policies of our investee, but do not exercise control. We evaluate our equity investments for impairment when evidence indicates the carrying amount of our investment is no longer recoverable. Evidence of a loss in value might include, but would not necessarily be limited to, absence of an ability to recover the carrying amount of the investment or inability of the equity method investee to sustain an earnings capacity that would justify the carrying amount of the investment. When the estimated fair value of an equity investment is less than its carrying value and the loss in value is determined to be other than temporary, we recognize the excess of the carrying value over the estimated fair value as a non-cash pre-tax impairment loss within Equity earnings (loss) in our Consolidated Statements of Operations.

As of December 31, 2024, our investments in unconsolidated affiliates include the following:

Gathering and Processing Segment

- 50% ownership interest in Little Missouri 4 LLC (“Little Missouri 4”).

Logistics and Transportation Segment

- 50% ownership interest in Cayenne Pipeline, LLC (“Cayenne”);
- 38.8% ownership interest in Gulf Coast Fractionators (“GCF”); and
- 17.5% ownership interest in Blackcomb as defined in Note 4 – Acquisitions and Divestitures.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in these financial statements and accompanying notes. Estimates and judgments are based on information available at the time such estimates and judgments are made. Changes in facts and circumstances may result in revised estimates and actual results could differ materially from those estimates. Estimates and judgments are used in, among other things, (i) estimating unbilled revenues, product purchases, property, plant and equipment, operating and general and administrative cost accruals, (ii) developing fair value assumptions, including estimates of future cash flows and discount rates, (iii) analyzing long-lived assets for possible impairment, (iv) estimating the useful lives of assets and (v) estimating contingencies, guarantees and indemnifications.

Cash and Cash Equivalents

Cash and cash equivalents include all cash on hand, demand deposits, and short-term, highly liquid investments that are readily convertible into cash, and have original maturities of three months or less.

Allowance for Credit Losses

Estimated losses on accounts receivable are provided through an allowance for credit losses. We estimate the allowance for credit losses through various procedures, including extensive review of our trade receivable balances by counterparty, assessing economic events and conditions, our historical experience with counterparties, the counterparty’s financial condition and the amount and age of past due accounts.

We continuously evaluate our ability to collect amounts owed to us. Receivables are considered past due if full payment is not received by the contractual due date. Our evaluation procedures also include performing account reconciliations, dispute resolution and payment confirmation.

As the financial condition of any counterparty changes, circumstances develop or additional information becomes available, adjustments to our allowance may be required.

Inventories

Our inventories consist primarily of NGL product inventories, which are valued at the lower of cost or net realizable value, using the average cost method. Most NGL product inventories turn over monthly, but some inventory, primarily propane, is acquired and held during the year to meet anticipated heating season requirements of our customers. Commodity inventories that are not physically or contractually available for sale under normal operations ("deadstock") are included in Property, plant and equipment.

Product Exchanges

Exchanges of NGL products are executed to satisfy timing and logistical needs of the exchange parties. Volumes received and delivered under exchange agreements are recorded as inventory. If the locations of receipt and delivery are in different markets, an exchange differential may be billed or owed. The exchange differential is recorded as either accounts receivable or accrued liabilities.

Derivative Instruments

We utilize derivative instruments to manage the volatility of our cash flows due to fluctuating energy commodity prices. For balance sheet classification purposes, we analyze the fair values of the derivative instruments on a contract by contract basis and report the related fair values and any related collateral by counterparty on a gross basis. Cash flows from derivative instruments designated as hedges are recognized in the same financial statement line item as the cash flows from the respective item being hedged.

We formally document all relationships between hedging instruments and hedged items, as well as its risk management objectives and strategy for undertaking the hedge. This documentation includes the specific identification of the hedging instrument and the hedged item, the nature of the risk being hedged and the manner in which the hedging instrument's effectiveness will be assessed. At the inception of the cash flow hedging relationship and on an ongoing basis, we assess whether the derivatives used in hedging transactions are highly effective in achieving the offset of changes in cash flows attributable to the hedged risk.

We record all derivative instruments at fair value with the exception of those that we apply the normal purchases and normal sales election.

The table below summarizes the accounting treatment for our derivative instruments, and the impact on our consolidated financial statements:

	Recognition and Measurement	
Derivative Treatment	**Balance Sheet**	**Income Statement**
Normal Purchases and Normal Sales	Fair value not recorded	Earnings recognized when volumes are physically delivered or received
Mark-to-Market	Recorded at fair value	Change in fair value recognized currently in earnings
Cash Flow Hedge	Recorded at fair value with changes in fair value deferred in Accumulated Other Comprehensive Income ("AOCI")	The gain/loss on the derivative instrument is reclassified out of AOCI into earnings when the forecasted transaction occurs

We will discontinue cash flow hedge accounting on a prospective basis when a hedge instrument is terminated, ceases to be highly effective or the forecasted transaction is no longer probable to occur. Gains and losses deferred in AOCI related to cash flow hedges for which hedge accounting has been discontinued remain deferred until the forecasted transaction occurs. If it is probable that a hedged forecasted transaction will not occur, deferred gains or losses on the hedging instrument in AOCI are reclassified to earnings immediately.

Fair Value Measurements

We categorize the inputs to the fair value measurements of financial assets and liabilities at each balance sheet reporting date using a three-tier fair value hierarchy that prioritizes the significant inputs used in measuring fair value:

- Level 1 – observable inputs such as quoted prices in active markets;
- Level 2 – inputs other than quoted prices in active markets that we can directly or indirectly observe to the extent that the markets are liquid for the relevant settlement periods; and
- Level 3 – unobservable inputs in which little or no market data exists, therefore we must develop our own assumptions.

For valuations that include both observable and unobservable inputs, if the unobservable input is determined to be significant to the overall inputs, the entire valuation is categorized in Level 3. This includes derivatives valued using indicative price quotations whose contract length extends into unobservable periods.

Swaps that do not have observable market prices or implied volatilities for substantially the full term of the derivative asset or liability are reported at fair value using Level 3 inputs. The fair value of these swaps is determined using a discounted cash flow valuation technique based on a commodity forward curve, which is based on observable or public data sources and extrapolated when observable prices are not available.

Property, Plant and Equipment

Property, plant and equipment is recorded at acquisition cost less accumulated depreciation. Depreciation is computed using the straight-line method over the estimated useful lives of the assets. The determination of the useful lives of property, plant and equipment requires us to make various assumptions, including our expected use of the asset and the supply of, and demand for, hydrocarbons in the markets served, normal wear and tear of the facilities, and the extent and frequency of maintenance programs. Upon disposition or retirement of property, plant and equipment, any gain or loss is recorded to Other operating (income) expense in the Consolidated Statements of Operations.

Expenditures for routine maintenance and repairs are expensed as incurred. Expenditures to refurbish an asset that increases its existing service potential or prevents environmental contamination are capitalized and depreciated over the remaining useful life of the asset or major asset component. Certain costs directly related to the construction of assets, including internal labor costs, interest and engineering costs, are capitalized.

Impairment of Long-Lived Assets

We evaluate long-lived assets, including intangible assets, for impairment when events or changes in circumstances indicate our carrying amount of an asset may not be recoverable, including changes to our estimates that could have an impact on our assessment of asset recoverability. Asset recoverability is measured by comparing the carrying value of the asset or asset group with its expected future pre-tax undiscounted cash flows. Individual assets are grouped at the lowest level for which the related identifiable cash flows are largely independent of the cash flows of other assets and liabilities. These cash flow estimates require us to make judgments and assumptions related to operating and cash flow results, economic obsolescence, the business climate, contractual, legal and other factors.

If the carrying amount exceeds the expected future undiscounted cash flows, we recognize a non-cash pre-tax impairment loss equal to the excess of net book value over fair value. The estimated cash flows used to assess recoverability of our long-lived assets and measure fair value of our asset groups are derived from current business plans, which are developed using near-term price and volume projections reflective of the current environment and management's projections for long-term average prices and volumes. In addition to near and long-term price assumptions, other key assumptions include volume projections, operating costs, timing of incurring such costs, and the use of an appropriate terminal value and discount rate. Any changes we make to these projections and assumptions could result in significant revisions to our evaluation of recoverability of our long-lived assets and the recognition of additional impairments. We believe our estimates and models used to determine fair value are similar to what a market participant would use.

Goodwill

Goodwill is a residual intangible asset that results when the cost of an acquisition exceeds the fair value of the net identifiable assets of the acquired business. Goodwill is not subject to amortization but is tested for impairment at least annually. This test requires us to attribute goodwill to an appropriate reporting unit, which is an operating segment or one level below an operating segment (also known as a component). We evaluate goodwill for impairment on November 30 of each year, or whenever impairment indicators are present. If applicable, prior to us conducting the goodwill impairment test, we complete a review of the carrying values of our long-lived assets, including property, plant and equipment and other intangible assets. If it is determined that the carrying values are not recoverable, we reduce the carrying values of the long-lived assets pursuant to our policy on impairment of long-lived assets.

As part of our goodwill impairment test, we may first assess qualitative factors to determine if the quantitative goodwill impairment test is necessary. If we choose to bypass this qualitative assessment or determine that a goodwill impairment test is required, our annual goodwill impairment test is performed by comparing the fair value of a reporting unit with its carrying amount (including attributed goodwill). We recognize an impairment loss in our Consolidated Statements of Operations and a corresponding reduction of goodwill on our Consolidated Balance Sheets for the amount by which the carrying amount exceeds the reporting unit's fair value. The goodwill impairment loss will not exceed the total amount of goodwill allocated to that reporting unit. Additionally, when measuring goodwill, we consider income tax effects from any tax-deductible goodwill on the carrying amount of the reporting unit, if applicable.

Intangible Assets

Our intangible assets include producer dedications under long-term contracts and customer relationships associated with business and asset acquisitions. The fair value of these acquired intangible assets were determined at the date of acquisition based on the present values of estimated future cash flows. We amortize the costs of our assets in a manner that closely resembles the expected benefit pattern of the intangible assets or on a straight-line basis, where such pattern is not readily determinable, over the periods in which we benefit from services provided to customers.

Asset Retirement Obligations

Asset retirement obligations ("AROs") are legal obligations associated with the retirement of tangible long-lived assets that result from their acquisition, construction, development and/or normal operation. We record a liability and increase the basis in the underlying asset for the present value of each expected ARO when there is a legal obligation to settle under existing or enacted law, statute, written or oral contract or by legal construction.

For certain assets, we cannot reasonably estimate the fair value of the ARO because the associated assets have indeterminate lives based on our expected continued use of the assets with proper maintenance. Assets with indeterminate useful lives include: (i) assets constructed on land owned by Targa, and (ii) active pipelines. Our intent and practice is to maintain our assets to prolong their useful lives. Management expects demand for hydrocarbons, both domestically and internationally, to exist for the foreseeable future. We record AROs for these assets in the period in which sufficient information becomes available for us to reasonably estimate the settlement dates.

Our obligations are estimated based on discounted cash flow ("DCF") estimates. Over time, the ARO liability is accreted to its present value as a period cost and the capitalized amount is depreciated over the asset's respective useful life. At least annually, we review the projected timing and amount of AROs and reflect revisions as an increase or decrease in the carrying amount of the liability and the basis in the underlying asset. Upon settlement, we recognize any difference between the recorded amount and the actual settlement cost as a gain or loss.

Debt Issuance Costs

Costs incurred in connection with the issuance of long-term debt and any original issue discount or premium are deferred and charged to interest expense over the term of the related debt. Debt issuance costs related to revolving credit facilities and the $

1.5

billion unsecured term loan facility due July 2025 (the "Term Loan Facility") are amortized on a straight-line basis and those related to long-term debt are amortized using the effective-interest method. Debt issuance costs related to revolving credit facilities are presented as other long-term assets, and debt issuance costs related to long-term debt obligations with scheduled maturities are reflected as a deduction to the carrying amount of long-term debt on the Consolidated Balance Sheets. Gains or losses on debt repurchases, redemptions and debt extinguishments include the write-off of any associated unamortized debt issuance costs.

Accounts Receivable Securitization Facility

Proceeds from the sale or contribution of certain receivables under the Partnership's accounts receivable securitization facility (the "Securitization Facility") are treated as collateralized borrowings in our financial statements. Proceeds and repayments under the Securitization Facility are reflected as cash flows from financing activities in our Consolidated Statements of Cash Flows.

Commercial Paper Program

Under the terms of the unsecured commercial paper note program (the "Commercial Paper Program"), we may issue, from time to time, unsecured commercial paper notes with varying maturities of less than one year. Amounts available under the Commercial Paper Program may be issued, repaid, and re-issued from time to time, with the maximum aggregate face or principal amount outstanding at any one time not to exceed $

3.5

billion, subject to documentation requirements of the Commercial Paper Program. We maintain a minimum available borrowing capacity under the $

3.5

billion TRGP senior revolving credit facility (the "New TRGP Revolver" as defined in Note 8 – Debt Obligations) equal to the aggregate amount outstanding under the Commercial Paper Program to support our issued commercial paper notes. The Commercial Paper Program is guaranteed by each subsidiary that guarantees the New TRGP Revolver.

The outstanding borrowings of the commercial paper program are classified as noncurrent because we have the intent and ability to refinance the borrowings on a long-term basis through the New TRGP Revolver. We confirm, on a quarterly basis, that there is sufficient liquidity under the New TRGP Revolver to refinance outstanding borrowings of the Commercial Paper Program and such liquidity is not overcommitted for other anticipated uses.

As the outstanding borrowings of the Commercial Paper Program are included as part of long-term debt (i.e., classified as noncurrent), we report Commercial Paper Program borrowings and repayments gross on the Consolidated Statements of Cash Flows (consistent with the presentation of cash flows associated with the revolving credit facility).

Environmental Liabilities and Other Loss Contingencies

We accrue a liability for loss contingencies, including environmental remediation costs arising from claims, assessments, litigation, fines, penalties and other sources, when the loss is probable and reasonably estimable.

Income Taxes

We file many income tax returns with the U.S. Department of the Treasury, as well as numerous states. We are required to estimate our income taxes in each of the jurisdictions in which we operate. This process involves estimating our actual current tax payable and related tax expense, together with assessing temporary differences resulting from differing treatment of certain items, such as depreciation, for tax and accounting purposes. These differences can result in deferred tax assets and liabilities, which are reported on a net basis by jurisdiction within our Consolidated Balance Sheets. We report these timing differences based on statutory tax rates applicable to the scheduled timing difference reversal periods.

We assess the likelihood that we will recover our deferred tax assets from future taxable income. We establish a valuation allowance if we believe that it is more likely than not (a likelihood of more than 50 percent) that some portion or all of the deferred tax assets will not be realized. Any change in the valuation allowance would impact our income tax provision and net income in the period in which such a determination is made. We consider all available evidence to determine whether, based on the weight of the evidence, we need a valuation allowance. Evidence used includes information about our current financial position and our results of operations for the current and preceding years, as well as all currently available information about future years, including our anticipated future performance, the reversal of deferred tax liabilities and tax planning strategies.

Dividends

Preferred and common dividends declared are recorded as a reduction of retained earnings to the extent that retained earnings was available at the close of the prior quarter, with any excess recorded as a reduction of additional paid-in capital.

Comprehensive Income

Comprehensive income includes net income and other comprehensive income (loss) ("OCI"), which includes changes in the fair value of derivative instruments that are designated as cash flow hedges .

Revenue Recognition

Our operating revenues are primarily derived from the following activities:

- sales of natural gas, NGLs, condensate and crude oil;
- services related to compressing, gathering, treating, and processing of natural gas; and
- services related to NGL fractionation, terminaling and storage, transportation and treating.

We have multiple types of contracts with commercial counterparties and many of these contracts contain embedded fees with settlement provisions that deduct these fees from the sales price paid by Targa in exchange for commodities. The commercial relationship of the counterparty in such contracts is inherently one of a supplier, rather than a customer, and therefore, such contracts are excluded from the provisions of the revenue recognition guidance in Topic 606, *Revenue from Contracts with Customers*. Any cash inflows or fees that are realized on these supply type contracts are reported as a reduction of Product purchases and fuel.

Our revenues, therefore, are measured based on consideration specified in a contract with parties designated as customers. We recognize revenue when we satisfy a performance obligation by transferring control over a commodity or service to a customer. Sales and other taxes we collect, that are both imposed on and concurrent with revenue-producing activities, are excluded from revenues.

We generally report sales revenues on a gross basis in our Consolidated Statements of Operations, as we typically act as the principal in the transactions where we receive and control commodities. However, buy-sell transactions that involve purchases and sales of inventory with the same counterparty, which are legally contingent or in contemplation of one another, as well as other instances where we do not control the commodities, but rather are acting as an agent to the supplier, are reported as a single revenue transaction on a combined net basis.

Our commodity sales contracts typically contain multiple performance obligations, whereby each distinct unit of commodity to be transferred to the customer is a separate performance obligation. Under such contracts, revenue is recognized at the point in time each unit is transferred to the customer because the customer is able to direct the use of, and obtain substantially all of the remaining benefits from, the commodity at that time. In certain instances, it may be determinable that the customer receives and consumes the benefits of each unit as it is transferred. Under such contracts, we have a single performance obligation comprised of a series of distinct units of commodity; and in such instance, revenue is recognized over time using the units delivered output method, as each distinct unit is transferred to the customer. Our commodity sales contracts are typically priced at a market index, but may also be set at a fixed price. When our sales are priced at a market index, we apply the allocation exception for variable consideration and allocate the market price to each distinct unit when it is transferred to the customer. The fixed price in our commodity sales contracts generally represents the standalone selling price, and therefore, when each distinct unit is transferred to the customer, we recognize revenue at the fixed price.

Our service contracts typically contain a single performance obligation. The underlying activities performed by us are considered inputs to an integrated service and not separable because such activities in combination are required to successfully transfer the single overall service that the customer has contracted for and expects to receive. Therefore, the underlying activities in such contracts are not considered to be distinct services. However, in certain instances, the customer may contract for additional distinct services and therefore additional performance obligations may exist. In such instances, the transaction price is allocated to the multiple performance obligations based on their relative standalone selling prices. The performance obligation(s) in our service contracts is a series of distinct days of the applicable service over the life of the contract (fundamentally a stand-ready service), whereby we recognize revenue over time using an output method of progress based on the passage of time (i.e., each day of service). This output method is appropriate because it directly relates to the value of service transferred to the customer to date, relative to the remaining days of service promised under the contract.

The transaction price for our service contracts is typically comprised of variable consideration, which is primarily dependent on the volume and composition of the commodities delivered and serviced. The variable consideration is generally commensurate with our efforts to perform the service and the terms of the variable payments relate specifically to our efforts to satisfy each day of distinct service. Therefore, the variable consideration is typically not estimated at contract inception, but rather the allocation exception for variable consideration is applied, whereby the variable consideration is allocated to each day of service and recognized as revenue when each day of service is provided. When we are entitled to noncash consideration in the form of commodities, the variability related to the form of consideration (market price) and reasons other than form (volume and composition) are interrelated to the service, and therefore, we measure the noncash consideration at the point in time when the volume, mix and market price related to the commodities retained in-kind are known. This results in the recognition of revenue based on the market price of the commodity when the service is performed. In addition, if the transaction price includes a fixed component (i.e., a fixed capacity reservation fee), the fixed component is recognized ratably on a straight-line basis over the contract term, as each day of service has elapsed, which is consistent with the output method of progress selected for the performance obligation.

Our customers are typically billed on a monthly basis, or earlier, if final delivery and sale of commodities is made prior to month-end, and payment is typically due within 10 to 30 days . As a practical matter, we define the unit of account for revenue recognition purposes based on the passage of time ranging from one month to one quarter, rather than each day. This is because the financial reporting outcome is the same regardless of whether each day or month/quarter is treated as the distinct service in the series. That is, at the end of each month or quarter, the variability associated with the amount of consideration for which we are entitled to, is resolved, and can be included in that month or quarter's revenue.

We have certain long-term contractual arrangements under which we have received consideration, but for which all conditions for revenue recognition have not been met. These arrangements result in deferred revenue, which will be recognized over the periods that performance will be provided.

We also have certain contracts that contain provisions in which customers provide contributions in aid of construction in exchange for Targa constructing assets to fulfill the services in the contract. In general, these arrangements result in deferred revenue, which will be recognized over the contract term.

We classify our contract assets as receivables because we generally have an unconditional right to payment for the commodities sold or services performed at the end of the reporting period.

We enter into various contractual arrangements that result in the transfer of assets for

no

upfront compensation or cash payments, resulting in more favorable long-term contractual terms. The fair value of the assets transferred is reflected as long-term contract assets. These deferred amounts are amortized over the term of the related contract into the appropriate revenue or cost of sales accounts.

Share-Based Compensation

We award share-based compensation to employees and non-employee directors in the form of restricted stock, restricted stock units and performance share units. Compensation expense on our equity-classified awards is recorded at grant-date fair value. Compensation expense is recognized in general and administrative expense over the requisite service period of each award, and forfeitures are recognized as they occur. We may purchase a portion of the shares issued to satisfy employees' tax withholding obligations on vested awards. These shares are recorded in treasury stock, at cost, and cash paid is classified as a financing activity in our Consolidated Statements of Cash Flows. All excess tax benefits and tax deficiencies related to share-based compensation are recognized as income tax benefit or expense in our Consolidated Statements of Operations, with the tax effects of exercised or vested awards treated as discrete items in the reporting period which they occur. Excess tax benefits are classified as an operating activity in our Consolidated Statements of Cash Flows.

Earnings per Share

We calculate basic earnings (loss) per common share ("EPS") using the two-class method, which is an earnings allocation formula that determines net income (loss) per share for each class of common stock and participating security according to dividends declared and participation rights in undistributed earnings. Our participating securities consist of unvested restricted stock units that vest no later than three years following grant date as well as certain four-year retention awards that participate in nonforfeitable dividends with the common equity owners.

EPS is net income (loss) attributable to common shareholders less earnings allocated to participating securities divided by the sum of the weighted-average number of common shares outstanding. Earnings are allocated to common stock and participating securities based on the amount of dividends paid in the current period plus an allocation of the undistributed earnings to the extent that each security participates in earnings. Diluted EPS includes any dilutive effect of preferred stock, unvested restricted stock, restricted stock units and performance share units. The dilutive effect is calculated through the application of the two-class method. During a period of net loss or negative undistributed earnings, the two-class method is not applicable.

Leases

We recognize the following for all leases (with the exception of short-term leases) at the commencement date:

- A lease liability, which is a lessee's obligation to make lease payments arising from a lease.
- A right-of-use asset, which is an asset that represents the lessee's right to use, or control the use of, a specified asset for the lease term.

We determine if an arrangement is or contains a lease at inception. Leases with an initial term of twelve months or less are considered short-term leases, which are excluded from the balance sheet. Right-of-use assets and lease liabilities are recognized at the

commencement date based on the present value of future lease payments over the lease term. The right-of-use asset also includes any lease prepayments and excludes lease incentives. We made an accounting policy election to combine lease and non-lease components for both arrangements in which Targa is the lessee or lessor. As most of the Company's leases do not provide an implicit interest rate, we use our incremental borrowing rate as the discount rate to compute the present value of our lease liability. The discount rate applied is determined based on information available on the date of adoption for all leases existing as of that date, and on the date of lease commencement for all subsequent leases.

Our lease arrangements may include variable lease payments based on an index or market rate, or may be based on performance. For variable lease payments based on an index or market rate, we estimate and apply a rate based on information available at the commencement date. Variable lease payments based on performance are excluded from the calculation of the right-of-use asset and lease liability, and are recognized in our Consolidated Statements of Operations when the contingency underlying such variable lease payments is resolved. Our lease terms may include options to extend or terminate the lease. Such options are included in the measurement of our right-of-use asset and liability at commencement, provided we determine that we are reasonably certain to exercise the option.

45Q Tax Credits

We earn tax credits under Internal Revenue Code Section 45Q through our carbon capture and sequestration activities. We recognize 45Q tax credits by analogy to the grant model within International Accounting Standard 20, Accounting for Government Grants and Disclosure Assistance, as other operating income in our Consolidated Statements of Operations based on the volume of captured carbon sequestered and dollar value of the tax credit during the period in which captured carbon is sequestered underground. We recognize realized 45Q tax credits as a reduction to income taxes payable because the tax credits reduce Targa's future quarterly estimated cash tax payments.

Recent Accounting Pronouncements

Recently Adopted Accounting Pronouncements

Improvements to Reportable Segment Disclosures

In November 2023, the FASB issued ASU 2023-07, Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures. The amendments in this update require, among other items, that public entities disclose, on an annual and interim basis, significant segment expenses that are regularly provided to the chief operating decision maker ("CODM") and included within each reported measure of segment profit or loss.

These amendments are effective for fiscal years beginning after December 15, 2023, and for interim periods within fiscal years beginning after December 15, 2024, with early adoption permitted. The disclosures required in the amendments apply retrospectively to all prior periods presented in the financial statements. We adopted this ASU on October 1, 2024, and applied the amendments to all prior periods presented in our consolidated financial statements. See Note 22 – Segment Information.

Recently issued accounting pronouncements not yet adopted

Improvements to Income Tax Disclosures

In December 2023, the FASB issued ASU 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures. The amendments in this update require, among other items, that public entities disclose, on an annual and interim basis, (i) specific categories of income taxes in the rate reconciliation, and (ii) a disaggregation of income taxes paid by federal, state, and foreign taxes.

These amendments are effective for fiscal years beginning after December 15, 2024, with early adoption permitted. The amendments are required to be applied prospectively with retrospective application permitted. We are evaluating the effect of the amendments on our consolidated financial statements and expect to disclose the required information beginning in the Annual Report on Form 10-K for the year ended December 31, 2025. The impact of the adoption will be limited to disclosure in the notes to consolidated financial statements.

Disaggregation - Income Statement Expenses

In November 2024, the FASB issued ASU 2024-03, Comprehensive income (Topic 220): Disaggregation of Income Statement Expenses. The amendments in this update require, among other items, that public entities disclose, on an annual and interim basis, in tabular format in the footnotes to the financial statements, disaggregated information about specific categories underlying certain income statement expense line items that contain any of the following expense categories (i) purchases of inventory, (ii) employee compensation, (iii) depreciation, (iv) intangible asset amortization, and (v) depletion. Additionally, the amendments require disclosure of the total amount of selling expenses and an annual disclosure of the definition of selling expenses.

These amendments are effective for fiscal years beginning after December 15, 2026, and for interim periods within fiscal years beginning after December 15, 2027, with early adoption permitted. The disclosures may be applied either prospectively or retrospectively to any or all prior periods presented in the financial statements. We are evaluating the effect of the amendments on our notes to consolidated financial statements and expect to disclose the required information for fiscal years beginning in the Annual Report on Form 10-K for the year ended December 31, 2027 and for interim periods beginning in the Quarterly Report on Form 10-Q for the quarter ended March 31, 2028. The impact of the adoption will be limited to disclosure in the notes to consolidated financial statements.

Note 4 — Acquisitions and Divestitures

Delaware Basin Acquisition

In July 2022, we completed the acquisition of all of the interests in Lucid Energy Delaware, LLC (“Lucid”) from Riverstone Holdings LLC and Goldman Sachs Asset Management for approximately $

3.5

billion in cash (the “Delaware Basin Acquisition”), subject to customary closing adjustments. We received a final net working capital adjustment payment of approximately $

11.4

million in the fourth quarter of 2022. We funded the acquisition with (i) $

1.5

billion in proceeds drawn under the Term Loan Facility, which was terminated in May 2024, (ii) $

750.0

million in aggregate principal amount of our

5.200

% Senior Unsecured Notes due 2027 (the “

5.200

% Notes”) and $

500.0

million in aggregate principal amount of our

6.250

% Senior Unsecured Notes due 2052 (the “

6.250

% Notes”) pursuant to an underwritten public offering that closed in July 2022 and (iii) $

800.0

million drawn on the $

2.75

billion senior revolving credit facility entered into with Bank of America, N.A., as the Administrative Agent, Collateral Agent, and Swing Line Lender, and the other lenders party thereto in February 2022 (the “Existing TRGP Revolver”). We recorded $

16.9

million of debt issuance costs related to the Term Loan Facility, the

5.200

% Notes and the

6.250

% Notes in our Consolidated Balance Sheets. See Note 8 – Debt Obligations for further details on our financing activities.

The assets acquired in the Delaware Basin Acquisition provide natural gas gathering, treating, and processing services in the Delaware Basin, through owning and operating approximately

1,050

miles of natural gas pipelines and approximately

1.4

billion cubic feet per day (“Bcf/d”) of cryogenic natural gas processing capacity primarily in Eddy and Lea counties of New Mexico. The Delaware Basin Acquisition assets increased our footprint in the Delaware Basin and are integrated into our Permian Delaware operations.

The Delaware Basin Acquisition was accounted for under the acquisition method in accordance with ASC 805, *Business Combinations*, which requires, among other things, assets acquired and liabilities assumed to be recorded at their fair value on the acquisition date. The valuation of the acquired assets and liabilities was prepared using fair value methods and assumptions, including projections of future production volumes, commodity prices, and other cash flows, market-participant assumptions (e.g., discount rate and exit multiple), expectations regarding customer contracts and relationships, tangible asset replacement costs, and other management estimates. The fair value measurements of assets acquired and liabilities assumed are based on inputs that are not observable in the market and therefore represent Level 3 inputs, as defined in Note 14 – Fair Value Measurements. These inputs require

judgments and estimates at the time of a fair value assessment is required.

The following table summarizes the purchase price allocation based on the final fair values assigned to assets acquired and liabilities assumed (in millions):

Cash and cash equivalents	$ 9.9
Trade receivables, net of allowances (1)	211.0
Other current assets	3.5
Property, plant and equipment, net	1,669.0
Intangible assets, net	1,882.0
Other long-term assets	57.3
Current liabilities	(236.7)
Other long-term liabilities	(100.7)
Purchase price	$ 3,495.3

(1) The fair value of the assets acquired included trade receivables of $ 211.0 million. The gross amount due under contract was $ 213.4 million, of which $ 2.4 million was expected to be uncollectible. Trade receivables, net of allowances, excluded $ 18.5 million that was due from Targa. We reflected this settlement of a preexisting relationship as a reduction of the purchase price in accordance with ASC 805.

The value of property, plant and equipment is determined using the cost approach and is primarily comprised of Gathering and Processing assets that will be depreciated on a straight-line basis over an estimated weighted-average useful life of 20 years . The associated useful lives of property, plant and equipment were based on the period over which the assets are expected to contribute directly or indirectly to our future cash flows.

The value of intangible assets is comprised of customer relationships, which represent estimated value of long-term contracts with customers that will be amortized in a manner that closely resembles the expected benefit pattern of the intangible assets over an estimated useful life of 14 years . The associated useful lives of intangible assets were based on the period over which the assets are expected to contribute directly or indirectly to our future cash flows. The fair value of customer relationships was determined at the date of acquisition based on the present value of estimated future cash flows using the multi-period excess earnings method. The significant assumptions used by management in determining the fair value of customer relationships intangible assets include future revenues, discount rate, and customer attrition rates.

The fair values of the tangible and intangible assets are Level 3 measurements in the fair value hierarchy. The fair value of the intangible assets was determined by applying a discounted cash flow approach, which utilized a discount rate of approximately

19
% based on our estimate of the risk that a theoretical market participant would assign to the intangible assets, and customer attrition rates of approximately

5
%.

The results of operations attributable to the assets and liabilities acquired in the Delaware Basin Acquisition have been included in our consolidated financial statements as part of our Permian Delaware operations in the Gathering and Processing segment since the date of the acquisition. Revenue and Net Income attributable to the assets acquired for the period August 1, 2022 through December 31, 2022 were $

374.1
million and $

7.9
million, respectively. As of December 31, 2022, we had incurred $

14.4
million of acquisition-related costs.

Unaudited Pro Forma Financial Information

The following unaudited pro forma summary presents the consolidated results of operations for the year ended December 31, 2022 as if the Delaware Basin Acquisition had occurred on January 1, 2021. The unaudited pro forma financial information is presented for informational purposes only and is not necessarily indicative of our results of operations that would have occurred had the transaction been consummated at the beginning of the period presented, nor is it necessarily indicative of future results.

	Year Ended December 31, 2022 Pro Forma
Revenues	$ 21,268.9
Net income	1,477.4

The summarized unaudited pro forma information has been calculated after applying our accounting policies and reflects adjustments for the following:

- Reflects depreciation and amortization based on the fair values of property, plant and equipment and intangible assets, respectively. Property, plant and equipment are depreciated utilizing a straight-line approach. Intangible assets are amortized in a manner that closely resembles their expected benefit pattern;
- Excludes $

  14.4
  million of acquisition-related costs incurred as of December 31, 2022 from pro forma net income for the year ended December 31, 2022;
- Excludes the impact of operations previously sold by Lucid, prior to Targa's acquisition of Lucid;
- Excludes the impact of historical activity between Targa and Lucid, prior to Targa's acquisition of Lucid;
- Excludes general and administrative expense related to Lucid's former parent company, which Targa did not acquire;
- Excludes amortization of interest expense and debt issuance costs associated with Lucid's debt, which was not assumed by Targa;
- Includes interest expense and debt issuance cost amortization associated with Targa's borrowings to finance the Delaware Basin Acquisition; and
- Reflects the income tax effects of the above pro forma adjustments.

South Texas Acquisition

In April 2022, we completed the acquisition of Southcross Energy Operating LLC and its subsidiaries ("Southcross") for a purchase price of $

201.9
million (the "South Texas Acquisition"), subject to customary closing adjustments. We made a final net working capital adjustment payment of approximately $

1.5

million in the fourth quarter of 2022. We acquired a portfolio of complementary midstream

infrastructure assets and associated contracts that have been integrated into our SouthTX Gathering and Processing operations, including the remaining interests in the

two

joint ventures in South Texas that we previously held as investments in unconsolidated affiliates and that have been consolidated beginning in the second quarter of 2022. We accounted for the purchase as an asset acquisition and capitalized $

1.8

million of acquisition-related costs and assumed liabilities of $

1.8

million as components of the cost of assets acquired. We allocated $

28.1

million to our purchase of Southcross' interest in the two joint ventures for purposes of consolidation and $

169.7

million, $

3.9

million and $

5.3

million of the residual cost to property, plant and equipment, current assets and liabilities, net and other non-current assets, respectively. See Note 7 – Investments in Unconsolidated Affiliates for further discussion on South Texas Acquisition.

Joint Ventures Acquisitions and Divestitures

In February 2018, we formed

three

development joint ventures ("DevCo JVs") with investment vehicles affiliated with Stonepeak Infrastructure Partners ("Stonepeak") to fund portions of Grand Prix NGL Pipeline ("Grand Prix"), Gulf Coast Express Pipeline ("GCX") and a

110

MBbl/d fractionator in Mont Belvieu, Texas ("Train 6"). For a four-year period beginning on the date that all three projects commenced commercial operations, we had the option to acquire all or part of Stonepeak's interests in the DevCo JVs (the "DevCo JV Call Right"). The purchase price payable for such partial or full interests was based on a predetermined fixed return or multiple on invested capital, including distributions received by Stonepeak from the DevCo JVs.

In January 2022, we exercised the DevCo JV Call Right and closed on the purchase of all of Stonepeak's interests in the DevCo JVs for $

926.3

million (the "DevCo JV Repurchase"). Following the DevCo JV Repurchase, we owned a

75

% interest in the Permian to Mont Belvieu segment of Grand Prix through Grand Prix Pipeline LLC (the "Grand Prix Joint Venture") (prior to the Grand Prix Transaction, as defined below), a

100

% interest in Train 6 and a

25

% equity interest in GCX (prior to the GCX Sale as defined below in February 2022). The changes in our ownership interests were accounted for as equity transactions representing the acquisitions of noncontrolling interests. The amount of the redemption price in excess of the carrying amount, net of tax was $

53.2

million, which was accounted for as a premium on repurchase of noncontrolling interests, and resulted in a reduction to Net income (loss) attributable to common shareholders.

In May 2022, we completed the sale of Targa GCX Pipeline LLC, which held a

25

% equity interest in GCX, to a third party for $

857.0

million (the "GCX Sale"). As a result of the GCX Sale, we recognized a gain of $

435.9

million in Gain (loss) from sale of equity method investment in our Consolidated Statements of Operations in 2022. See Note 7 – Investments in Unconsolidated Affiliates for further discussion on the GCX Sale.

In January 2023, we completed the acquisition of Blackstone Energy Partners'

25

% interest in the Grand Prix Joint Venture (the "Grand Prix Transaction") for aggregate consideration of $

1.05

billion in cash and a final closing adjustment of $

41.9

million. Following the closing of the Grand Prix Transaction, we own

100
% of the interest in Grand Prix. The change in our ownership interests was accounted for as an equity transaction representing the acquisition of noncontrolling interests. The amount of the redemption price in excess of the carrying amount, net of tax, was $

490.7
million, which was accounted for as a premium on repurchase of noncontrolling interests, and resulted in a reduction to Net income (loss) attributable to common shareholders.

In December 2023, we completed the acquisition of the remaining

50
% membership interest in Carnero G&P LLC ("Carnero") from our joint venture partner for cash consideration of $

27.0
million (the "Carnero Acquisition"). The change in our ownership interests was accounted for as an equity transaction representing the acquisition of noncontrolling interests. The amount of the consideration in excess of the carrying amount, net of tax, was $

20.1
million, which was accounted for as a premium on repurchase of noncontrolling interests, and resulted in a reduction to Net income (loss) attributable to common shareholders.

On July 31, 2024, we entered into an agreement with WPC Parent, LLC ("WPC") to move forward with the construction of the Blackcomb pipeline. The Blackcomb pipeline is designed to transport up to

2.5
Bcf/d of natural gas through approximately

365
miles of 42-inch pipeline from the Permian Basin in West Texas to the Agua Dulce area in South Texas, and is expected to be in service in the second half of 2026, pending the receipt of customary regulatory and other approvals. The Blackcomb pipeline is held by a joint venture ("Blackcomb"), which is owned

70.0
% by WPC,

17.5
% by Targa, and

12.5
% by MPLX LP. WPC is a joint venture owned

50.6
% by WhiteWater Midstream, LLC,

30.4
% by MPLX LP, and

19.0
% by Enbridge Inc. We apply the equity method of accounting for Blackcomb. During 2024, we made capital contributions of $

28.7
million to Blackcomb and paid $

1.6
million in associated professional and legal fees. For additional information see Note 7 – Investments in Unconsolidated Affiliates.

On December 16, 2024, we completed the acquisition of the remaining

12
% membership interest in Cedar Bayou Fractionators, L.P. ("CBF") from our joint venture partner for cash consideration of $

111.6
million (the "CBF Acquisition"). The change in our ownership interests was accounted for as an equity transaction representing the acquisition of noncontrolling interests. The amount of the consideration in excess of the carrying amount, net of tax, was $

32.9
million, which was accounted for as a premium on repurchase of noncontrolling interests, and resulted in a reduction to Net income (loss) attributable to common shareholders.

On February 18, 2025, we entered into an agreement with funds managed by Blackstone to acquire their 45% interest in Targa Badlands LLC ("Targa Badlands") for aggregate consideration of approximately $1.8 billion (the "Badlands Transaction"). Following the closing of the Badlands Transaction, we will own 100% of the interest in Targa Badlands.

Note 5 — Property, Plant and Equipment and Intangible Assets

Property, Plant and Equipment and Intangible Assets

	December 31, 2024	December 31, 2023	Estimated Useful Lives (In Years)
Gathering systems	$ 11,575.0	$ 10,858.3	5 to 20
Processing and fractionation facilities	9,543.3	8,285.5	5 to 25
Terminaling and storage facilities	1,469.1	1,403.9	5 to 25
Transportation assets	4,131.5	3,294.0	10 to 50
Other property, plant and equipment	537.7	430.5	3 to 50
Land	198.6	185.0	—
Construction in progress	1,702.9	1,456.1	—
Finance lease right-of-use assets	401.3	351.9	5 to 14
Property, plant and equipment	29,559.4	26,265.2	
Accumulated depreciation, amortization and impairment	(11,496.7)	(10,458.8)	
Property, plant and equipment, net	$ 18,062.7	$ 15,806.4	

Intangible assets	4,378.0	4,378.0	10 to 20
Accumulated amortization and impairment	(2,400.6)	(2,027.4)	
Intangible assets, net	$ 1,977.4	$ 2,350.6	

For each of the years ended December 31, 2024, 2023 and 2022 depreciation expense was $

1,049.8
million, $

945.6
million and $

853.8
million, respectively.

Intangible Assets

Intangible assets consist of customer contracts and customer relationships acquired in prior business combinations. The fair value of these acquired intangible assets were determined at the date of acquisition based on the present values of estimated future cash flows. Amortization expense attributable to these assets is recorded over the periods in which we benefit from services provided to customers.

For each of the years ended December 31, 2024, 2023 and 2022 amortization expense was $

373.2
million, $

384.0
million and $

242.2
million, respectively.

The estimated annual amortization expense for intangible assets is approximately $

326.0
million, $

279.8
million, $

252.2
million, $

234.0
million and $

214.1
million for each of the years 2025 through 2029. As of December 31, 2024, the weighted average amortization period for our intangible assets was approximately 10 years.

The changes in our intangible assets are as follows:

	December 31, 2024	December 31, 2023
Balance at beginning of period	$ 2,350.6	$ 2,734.6
Amortization	(373.2)	(384.0)
Balance at end of period	$ 1,977.4	$ 2,350.6

Note 6 — Goodwill

As of December 31, 2024, we had $

45.2
million of goodwill included in Other long-term assets on the Consolidated Balance Sheets related to the March 2017 acquisition of gas gathering and processing and crude oil gathering assets in the Permian Basin.

	December 31, 2024	December 31, 2023
Permian Midland	$ 23.2	$ 23.2
Permian Delaware	22.0	22.0
Goodwill	$ 45.2	$ 45.2

The future cash flows and resulting fair values of these reporting units are sensitive to changes in crude oil, natural gas and NGL prices. The direct and indirect effects of significant declines in commodity prices from the date of acquisition would likely cause the fair values of these reporting units to fall below their carrying values, and could result in an impairment of goodwill.

As described in Note 3 – Significant Accounting Policies, we evaluate goodwill for impairment at least annually on November 30, or more frequently if we believe necessary based on events or changes in circumstances. For our 2024, 2023 and 2022 annual evaluations, we performed a qualitative assessment, which indicated that it is not more likely than not that the fair values of the Permian Midland and Permian Delaware reporting units were less than their carrying amounts, and therefore, a quantitative goodwill impairment test was not necessary. Our qualitative assessment considered, among other things, the overall financial performance and future outlook of the Permian Midland and Permian Delaware reporting units, industry and market considerations, and other relevant entity-specific events.

The fair value measurements utilized for the evaluation of goodwill for impairment are based on inputs that are not observable in the market and therefore represent Level 3 inputs, as defined in Note 14 – Fair Value Measurements. These inputs require significant judgments and estimates at the time a fair value assessment is required.

Note 7 — Investments in Unconsolidated Affiliates

Our investments in unconsolidated affiliates consist of the following:

Gathering and Processing Segment

- 50% operated ownership interest in Little Missouri 4.

Logistics and Transportation Segment

- 38.8% operated ownership interest in GCF;
- 50% operated ownership interest in Cayenne; and
- 17.5% non-operated ownership interest in Blackcomb.

The terms of these joint venture agreements do not afford us the degree of control required for consolidating the entities in our consolidated financial statements, but do afford us the significant influence required to employ the equity method of accounting.

In April 2022, we completed the South Texas Acquisition. Prior to closing the South Texas Acquisition, we had two operated joint ventures in South Texas: a 75% interest in T2 LaSalle Gathering Company L.L.C. (“T2 LaSalle”) and a 50% interest in T2 Eagle Ford Gathering Company L.L.C. (“T2 Eagle Ford” and, together with T2 LaSalle, the “T2 Joint Ventures”). Following the closing of the South Texas Acquisition, we own 100% of the interest in the T2 Joint Ventures.

In May 2022, we completed the GCX Sale. Prior to the GCX Sale, we owned a 25% non-operated ownership interest in GCX. Following the announcement of the GCX Sale in February 2022, we ceased recognizing equity earnings (loss) due to the terms of the sales agreement. As a result of the GCX Sale, we recognized a gain of $435.9 million in Gain (loss) from sale of equity method investment in our Consolidated Statements of Operations in 2022.

In July 2024, we entered into an agreement with WPC to move forward with the construction of the Blackcomb pipeline.

See Note 4 – Acquisitions and Divestitures for additional information related to the above transactions.

The following table shows the activity related to our investments in unconsolidated affiliates:

	Balance at December 31, 2021	Equity Earnings (Loss)	Cash Distributions	Disposition/ Consolidation	Contributions	Balance at December 31, 2022
GCX	$ 421.0	$ 5.7	$ (14.3)	$ (412.4)	$ —	$ —
Little Missouri 4	98.1	5.5	(12.9)	—	—	90.7
GCF (1)	28.8	(3.2)	—	—	1.5	27.1
T2 Eagle Ford (2)	21.9	(0.6)	(0.8)	(20.5)	—	—
T2 LaSalle (2)	4.2	(0.3)	—	(3.9)	—	—
Cayenne	12.5	2.0	(1.0)	—	—	13.5
Total	$ 586.5	$ 9.1	$ (29.0)	$ (436.8)	$ 1.5	$ 131.3

	Balance at December 31, 2022	Equity Earnings (Loss)	Cash Distributions	Disposition/ Consolidation	Contributions	Balance at December 31, 2023
Little Missouri 4	$ 90.7	$ 7.7	$ (11.3)	$ —	$ —	$ 87.1
GCF (1)	27.1	(4.1)	(2.0)	—	24.6	45.6
Cayenne	13.5	5.4	(5.3)	—	—	13.6
Total	$ 131.3	$ 9.0	$ (18.6)	$ —	$ 24.6	$ 146.3

	Balance at December 31, 2023	Equity Earnings (Loss)	Cash Distributions	Disposition/ Consolidation	Contributions	Balance at December 31, 2024
Little Missouri 4	$ 87.1	$ 14.4	$ (17.2)	$ —	$ —	$ 84.3
GCF (1)	45.6	(11.8)	—	—	32.6	66.4
Cayenne	13.6	6.8	(8.1)	—	—	12.3
Blackcomb	—	—	—	—	30.3	30.3
Total	$ 146.3	$ 9.4	$ (25.3)	$ —	$ 62.9	$ 193.3

(1) In January 2021, the GCF facility was temporarily idled and Targa assumed operatorship in the first half of 2021. In January 2023, we reached an agreement with our partners to reactivate the GCF facility. We expect the reactivation of GCF to be complete and the facility to be operational in the first quarter of 2025.

(2) Following the closing of the South Texas Acquisition in April 2022, the T2 Joint Ventures are

% owned and consolidated by Targa.

Note 8 — Debt Obligations

	December 31, 2024	December 31, 2023
Current:		
Partnership accounts receivable securitization facility, due August 2025 (1)	$ 330.0	$ 575.0
Finance lease liabilities	57.7	45.7
Current debt obligations	387.7	620.7
Long-term:		
Term loan facility, variable rate, due July 2025 (2)	—	500.0
TRGP senior revolving credit facility, variable rate, due February 2027 (3)	1,130.5	175.0
Senior unsecured notes issued by TRGP:		
5.200% fixed rate, due July 2027	750.0	750.0
6.150% fixed rate, due March 2029	1,000.0	1,000.0
4.200% fixed rate, due February 2033	750.0	750.0
6.125% fixed rate, due March 2033	900.0	900.0
6.500% fixed rate, due March 2034	1,000.0	1,000.0
5.500% fixed rate, due February 2035	1,000.0	—
4.950% fixed rate, due April 2052	750.0	750.0
6.250% fixed rate, due July 2052	500.0	500.0
6.500% fixed rate, due February 2053	850.0	850.0
Unamortized discount	(29.4)	(29.5)
Senior unsecured notes issued by the Partnership: (4)		

6.500% fixed rate, due July 2027	705.2	705.2
5.000% fixed rate, due January 2028	700.3	700.3
6.875% fixed rate, due January 2029	679.3	679.3
5.500% fixed rate, due March 2030	949.6	949.6
4.875% fixed rate, due February 2031	1,000.0	1,000.0
4.000% fixed rate, due January 2032	1,000.0	1,000.0
	13,635.5	12,179.9
Debt issuance costs, net of amortization	(89.0)	(90.8)
Finance lease liabilities	240.4	244.1
Long-term debt	13,786.9	12,333.2
Total debt obligations	$ 14,174.6	$ 12,953.9
Irrevocable standby letters of credit: (3)		
Letters of credit outstanding under the TRGP senior revolving credit facility	$ 17.6	$ 22.3

(1) As of December 31, 2024, the Partnership had $

330.0

million of qualifying receivables under its $

600.0

million accounts receivable securitization facility (the "Securitization Facility"), resulting in $

270.0

million of availability.

(2) On May 21, 2024, we repaid the remaining balance and subsequently terminated the Term Loan Facility. As a result of the repayment, we recorded a loss due to debt extinguishment of $

0.8

million.

(3) We maintain the Commercial Paper Program, the borrowings of which are supported through maintaining a minimum available borrowing capacity under the New TRGP Revolver equal to the aggregate amount outstanding under the Commercial Paper Program. As of December 31, 2024, the Existing TRGP Revolver had

no

borrowings outstanding and the Commercial Paper Program had $

1,130.5

million in borrowings outstanding, resulting in approximately $

1,601.9

million of available liquidity, after accounting for outstanding letters of credit.

(4) We guarantee all of the Partnership's outstanding senior unsecured notes.

The following table shows the range of interest rates and weighted average interest rate incurred on our variable-rate debt obligations during the year ended December 31, 2024:

	Range of Interest Rates Incurred	Weighted Average Interest Rate Incurred
Existing TRGP Revolver and Commercial Paper Program	4.8% - 6.2%	5.7%
Securitization Facility	5.2% - 6.4%	6.1%
Term Loan Facility (1)	6.7% - 6.8%	6.7%

(1) Interest rates were calculated through the redemption date of May 21, 2024.

Compliance with Debt Covenants

As of December 31, 2024, we were in compliance with the covenants contained in our various debt agreements.

We and certain of our subsidiaries are parties to a parent guarantee whereby each party to the agreement unconditionally guarantees, jointly and severally, the payment of all of the obligations of the Partnership and Targa Resources Partners Finance Corporation (together with the Partnership, the "Partnership Issuers") under the respective indentures governing the Partnership Issuers' senior unsecured notes.

Debt Obligations

Partnership's Accounts Receivable Securitization Facility

The Securitization Facility provides up to $

600.0

million of borrowing capacity at SOFR rates plus a margin. In August 2024, the Partnership amended the Securitization Facility to, among other things, extend the termination date of the Securitization Facility to August 29, 2025 . Under the Securitization Facility, certain Partnership subsidiaries sell or contribute certain qualifying receivables, without recourse, to another of its consolidated subsidiaries (Targa Receivables LLC or "TRLLC"), a special purpose consolidated subsidiary created for the sole purpose of the Securitization Facility. TRLLC, in turn, sells an undivided percentage ownership in the eligible receivables to third-party financial institutions. Sold or contributed receivables up to the amount of the outstanding debt under the Securitization Facility are not available to satisfy the claims of the creditors of the selling or contributing subsidiaries or the Partnership. Any excess receivables are eligible to satisfy the claims.

New TRGP Credit Agreement

In February 2025, the Company entered into a Credit Agreement with Bank of America, N.A., as the Administrative Agent and Swing Line Lender, the letter of credit issuers party thereto and the other lenders party thereto (the “New TRGP Revolver”). The New TRGP Revolver provides for a revolving credit facility in an initial aggregate principal amount up to $

3.5

billion (with an option to increase such maximum aggregate principal amount by up to $

500.0

million in the future, subject to the terms of the New TRGP Revolver) and a swing line sub-facility of up to $

150.0

million. The New TRGP Revolver matures on February 18, 2030 . We will be able to extend the maturity date, subject to the required lenders’ consent, by one year up to two times.

The revolving credit facility bears interest at the Company’s option at: (a) the Base Rate (as such term is defined in the New TRGP Revolver), which is the highest of Bank of America’s prime rate, the federal funds rate plus

0.5

% and the Term SOFR (as such term is defined in the New TRGP Revolver) rate plus

1.0

% (subject in each case to a floor of

0.0

%), plus an applicable margin ranging from

0.0

% to

0.625

%, dependent on the Company’s non-credit-enhanced senior unsecured long-term debt ratings (or, if no such debt is outstanding at such time, then the corporate, issuer or similar rating with respect to the Company that has been most recently announced) (the “Debt Rating”), or (b) Term SOFR (which is subject to a floor of

0.0

% and includes, for Term SOFR loans, a SOFR adjustment of plus

0.10

%) plus an applicable margin ranging from

1.00

% to

1.625

%, dependent on the Company’s Debt Rating.

The Company is required to pay a commitment fee equal to an applicable rate ranging from

0.10
% to

0.275
% (dependent on the Company's Debt Rating), in each case times the actual daily unused portion of the revolving credit facility.

The obligations under the New TRGP Revolver are guaranteed by Targa Resources GP LLC, Targa Energy GP LLC, Targa Resources LLC, Targa Resources Partners LP, Targa Energy LP, Targa GP Inc., Targa LP Inc., and Targa Resources Finance Corporation. The New TRGP Revolver shall also be guaranteed by each existing and future direct and indirect wholly-owned subsidiary of the Company that is an obligor on or otherwise guarantees the obligations in respect of the existing notes indebtedness of Targa Resources Partners LP.

The New TRGP Revolver requires the Company to maintain a Consolidated Leverage Ratio (as such term is defined in the New TRGP Revolver), determined as of the last day of each quarter for the four-fiscal quarter period ending on the date of determination, of no more than

5.50
to

1.00
. For any four-fiscal-quarter-period during which a material acquisition occurs, the total leverage ratio may, at the Company's option, be determined on a pro forma basis as though such event had occurred as of the first day of such four-fiscal-quarter-period.

The New TRGP Revolver restricts the Company's ability to make dividends to stockholders if an event of default (as defined in the New TRGP Revolver) exists or would result from such distribution. In addition, the New TRGP Revolver contains various covenants that may limit, among other things, the Company's ability to grant liens, merge or consolidate, and engage in transactions with affiliates and the ability of the Company's non-guarantor subsidiaries to incur indebtedness.

The New TRGP Revolver also contains various customary events of default, the occurrence of which could result in a termination of the lenders' commitments and the acceleration of all of our obligations thereunder.

Existing TRGP Credit Agreement

In February 2022, the Company entered into the Existing TRGP Revolver with Bank of America, N.A., as the Administrative Agent, Collateral Agent and Swing Line Lender, the Letter of Credit issuers party thereto and the lenders party thereto. The Existing TRGP Revolver provided for a revolving credit facility in an initial aggregate principal amount up to $

2.75
billion (with an option to increase such maximum aggregate principal amount by up to $

500.0
million in the future, subject to the terms of the Existing TRGP Revolver) and a swing line sub-facility of up to $

100.0
million. The Existing TRGP Revolver was scheduled to mature on February 17, 2027 . In connection with entering into the New TRGP Revolver, we terminated the Existing TRGP Revolver.

In February 2022, TRGP and the Partnership received a corporate investment grade credit rating from Standard & Poor's Financial Services LLC ("S&P") and Fitch Ratings Inc., and in March 2022, the Partnership received a corporate investment grade credit rating from Moody's Ratings ("Moody's"). As a result, in accordance with the Existing TRGP Revolver, the collateral under the Existing TRGP Revolver was released from the liens securing our obligations thereunder.

The revolving credit facility bore interest at the Company's option at: (a) the Base Rate (as such term is defined in the Existing TRGP Revolver), which is the highest of Bank of America's prime rate, the federal funds rate plus

0.5
% and the Term SOFR (as such term is defined in the Existing TRGP Revolver) rate plus

1.0
% (subject in each case to a floor of

0.0
%), plus an applicable margin ranging from

0.125
% to

0.75
%, dependent on the Company's non-credit-enhanced senior unsecured long-term debt ratings (or, if no such debt was outstanding at such time, then the corporate, issuer or similar rating with respect to the Company that had been most recently announced) (the "Debt Rating"), or (b) Term SOFR (which included, for Term SOFR loans, a SOFR adjustment of plus

0.10
%) plus an applicable margin ranging from

1.125
% to

1.75
%, dependent on the Company's Debt Rating.

The Company was required to pay a commitment fee equal to an applicable rate ranging from

0.125
% to

0.35
% (dependent on the Company's Debt Rating), in each case times the actual daily unused portion of the revolving credit facility.

The obligations under the Existing TRGP Revolver were guaranteed by certain of the domestic subsidiaries of the Company, including by the Partnership.

The Existing TRGP Revolver required the Company to maintain a ratio of consolidated funded indebtedness to consolidated adjusted EBITDA (the "Consolidated Leverage Ratio"), determined as of the last day of each quarter for the four-fiscal quarter period ending on the date of determination, of no more than

5.50
to

1.00
.

The Existing TRGP Revolver restricted the Company's ability to make dividends to stockholders if an event of default (as defined in the Existing TRGP Revolver) existed or would have resulted from such distribution. In addition, the Existing TRGP Revolver contained various covenants that may have limited, among other things, the Company's ability to incur subsidiary indebtedness, grant liens, make

investments, repay or amend the terms of certain other indebtedness, merge or consolidate, sell assets, and engage in transactions with affiliates.

Commercial Paper Program

In July 2022, we established the Commercial Paper Program. Under the terms of the Commercial Paper Program, we may issue, from time to time, unsecured commercial paper notes with varying maturities of less than one year. Amounts available under the Commercial Paper Program may be issued, repaid and re-issued from time to time, with the maximum aggregate face or principal amount outstanding at any one time not to exceed $

3.5

billion, subject to documentation requirements of the Commercial Paper Program. We maintain a minimum available borrowing capacity under the New TRGP Revolver equal to the aggregate amount outstanding under the Commercial Paper Program to support our issued commercial paper notes. The Commercial Paper Program is guaranteed by each subsidiary that guarantees the New TRGP Revolver. The commercial paper notes are presented in Long-term debt on our Consolidated Balance Sheets.

TRGP's Senior Unsecured Notes

All issues of our senior unsecured notes (the "TRGP Notes") rank pari passu with our existing and future senior indebtedness, including debt issued under the New TRGP Revolver and the Commercial Paper Program, and rank senior in right of payment to any of our future subordinated indebtedness. The TRGP Notes are unconditionally guaranteed by certain of our subsidiaries that guarantee the New TRGP Revolver. Each guarantee ranks equally in right of payment with all of such guarantor's existing and future unsecured senior debt and other unsecured guarantees of senior debt. The notes and the guarantees are effectively junior to any secured indebtedness of ours or any guarantor to the extent of the value of the assets securing such indebtedness and structurally subordinated to all indebtedness and other obligations of our subsidiaries that do not guarantee the notes. Interest on all issues of TRGP Notes is payable semi-annually.

The indenture governing the TRGP Notes restricts (i) our ability and the ability of our subsidiaries to incur liens and (ii) TRGP's ability to merge or consolidate with or sell, lease, convey, transfer or otherwise dispose of all or substantially all of its assets to another company. These covenants are subject to a number of important exceptions and qualifications.

We may redeem the TRGP Notes, in whole or in part, at any time prior to the applicable par call date at a redemption price equal to the principal amount plus an applicable make-whole premium, plus accrued and unpaid interest, to the redemption date, as specified in the indenture of each series. After the applicable par call date, the TRGP Notes may be redeemed at a price equal to par, plus accrued and unpaid interest to the redemption date, as specified in the indenture of each series.

In the future, we may redeem, purchase or exchange certain of our outstanding debt through redemption calls, cash purchases and/or exchanges for other debt, in open market purchases, privately negotiated transactions or otherwise. Such calls, repurchases or exchanges, if any, will depend on prevailing market conditions, our liquidity requirements, contractual restrictions and other factors. The amounts involved may be material.

Partnership's Senior Unsecured Notes

All issues of the Partnership's senior unsecured notes are pari passu with the Partnership's existing and future senior indebtedness. They are senior in right of payment to any of the Partnership's future subordinated indebtedness and are unconditionally guaranteed by the Partnership's restricted subsidiaries. These notes are effectively subordinated to all secured indebtedness under the Securitization Facility, which is secured by accounts receivable pledged under the facility, to the extent of the value of the collateral securing that indebtedness. Interest on all issues of senior unsecured notes is payable semi-annually in arrears.

The Partnership's senior unsecured notes and associated indenture agreements restrict, among other things, (i) the Partnership's ability and the ability of certain of its subsidiaries to incur liens and (ii) the Partnership's ability to merge or consolidate with or sell, lease, convey, transfer or otherwise dispose of all or substantially all of its assets to another company. These covenants are subject to a number of important exceptions and qualifications.

The Partnership may redeem its senior unsecured notes, in whole or in part, at any time prior to their applicable maturity at a redemption price equal to the principal amount plus an applicable make-whole premium, plus accrued and unpaid interest and liquidation damages, if any, to the redemption date, as specified in the indenture of each series.

The Partnership may also redeem up to

35

% of the aggregate principal amount of each series of its senior unsecured notes at the redemption dates and prices set forth in the indenture governing such series plus accrued and unpaid interest and liquidation damages, if any, to the redemption date with the net cash proceeds of one or more equity offerings, provided that: (i) at least

65

% of the aggregate principal amount of each such notes (excluding notes held by the Partnership and its subsidiaries) remains outstanding immediately after the occurrence of such redemption; and (ii) the redemption occurs within 180 days of the date of the closing of such equity offering.

In the future, we or the Partnership may redeem, purchase or exchange certain of our and the Partnership's outstanding debt through redemption calls, cash purchases and/or exchanges for other debt, in open market purchases, privately negotiated transactions or otherwise. Such calls, repurchases or exchanges, if any, will depend on prevailing market conditions, our liquidity requirements, contractual restrictions and other factors. The amounts involved may be material.

Senior Unsecured Notes Issuances

In April 2022, we completed an underwritten public offering of (i) $

750.0
million aggregate principal amount of our

4.200
% Senior Unsecured Notes due 2033 (the "

4.200
% Notes") and (ii) $

750.0
million aggregate principal amount of our

4.950
% Senior Unsecured Notes due 2052 (the "

4.950
% Notes"), resulting in net proceeds of approximately $

1.5
billion. The

4.200
% Notes and the

4.950
% Notes are fully and unconditionally guaranteed, jointly and severally, on a senior unsecured basis by our subsidiaries that guarantee the New TRGP Revolver, so long as such subsidiary guarantors satisfy certain conditions. The

4.200
% Notes and the

4.950
% Notes were issued pursuant to the Indenture, dated as of April 6, 2022, as supplemented by that certain First Supplemental Indenture, dated as of April 6, 2022, among us, such subsidiary guarantors and U.S. Bank Trust Company, National Association, as trustee. A portion of the net proceeds from the issuance was used to fund the concurrent cash tender offer (the "March Tender Offer") and the subsequent redemption of the Partnership's

5.875
% Senior Unsecured Notes due April 2026 (the "

5.875
% Notes"), with the remainder of the net proceeds used for repayment of the outstanding borrowings under the Existing TRGP Revolver. See "Debt Repurchases and Extinguishments" for further details of the March Tender Offer.

In July 2022, we completed an underwritten public offering of the

5.200
% Notes and the

6.250
% Notes, resulting in net proceeds of approximately $

1.2
billion. The

5.200
% Notes and the

6.250
% Notes are fully and unconditionally guaranteed, jointly and severally, on a senior unsecured basis by our subsidiaries that guarantee the New TRGP Revolver, so long as such subsidiary guarantors satisfy certain conditions. The

5.200
% Notes and the

6.250
% Notes were issued pursuant to the Indenture, dated as of April 6, 2022, as supplemented by that certain Third Supplemental Indenture, dated as of July 7, 2022, among us, such subsidiary guarantors and U.S. Bank Trust Company, National Association, as trustee. We used the net proceeds from the issuance to fund a portion of the Delaware Basin Acquisition.

In January 2023, we completed an underwritten public offering of (i) $

900.0
million aggregate principal amount of our

6.125
% Senior Unsecured Notes due 2033 (the “

6.125
% Notes”) and (ii) $

850.0
million aggregate principal amount of our

6.500
% Senior Unsecured Notes due 2053 (the “January 2023

6.500
% Notes”), resulting in net proceeds of approximately $

1.7
billion. The

6.125
% Notes and the January 2023

6.500
% Notes are fully and unconditionally guaranteed, jointly and severally, on a senior unsecured basis by our subsidiaries that guarantee the New TRGP Revolver, so long as such subsidiary guarantors satisfy certain conditions. The

6.125
% Notes and the January 2023 6.500% Notes were issued pursuant to the Indenture, dated as of April 6, 2022, as supplemented by that certain Fifth Supplemental Indenture, dated as of January 9, 2023, among us, such subsidiary guarantors and U.S. Bank Trust Company, National Association, as trustee. We used a portion of the net proceeds from the issuance to fund the Grand Prix Transaction and the remaining proceeds for general corporate purposes, including to reduce borrowings under the Existing TRGP Revolver and the Commercial Paper Program.

In November 2023, we completed an underwritten public offering of (i) $

1.0
billion aggregate principal amount of our

6.150
% Senior Unsecured Notes due 2029 (the “2023

6.150
% Notes”) and (ii) $

1.0
billion aggregate principal amount of our

6.500
% Senior Unsecured Notes due 2034 (the “November 2023

6.500
% Notes”), resulting in net proceeds of approximately $

2.0
billion. The 2023

6.150
% Notes and the November 2023

6.500
% Notes are fully and unconditionally guaranteed, jointly and severally, on a senior unsecured basis by our subsidiaries that guarantee the New TRGP Revolver, so long as such subsidiary guarantors satisfy certain conditions. The 2023

6.150
% Notes and the November 2023

6.500
% Notes were issued pursuant to the Indenture, dated as of April 6, 2022, as supplemented by that certain Seventh Supplemental Indenture, dated as of November 9, 2023, among us, such subsidiary guarantors and U.S. Bank Trust Company, National Association, as trustee. We used a portion of the net proceeds to repay $

1.0
billion in borrowings under the Term Loan Facility and the remaining net proceeds for general corporate purposes, including to repay borrowings under the Commercial Paper Program.

In August 2024, we completed an underwritten public offering of $

1.0
billion aggregate principal amount of our

5.500
% Senior Unsecured Notes due 2035 (the “

5.500
% Notes”), resulting in net proceeds of approximately $

990.1
million. The

5.500
% Notes are fully and unconditionally guaranteed, jointly and severally, on a senior unsecured basis by our subsidiaries that guarantee the New TRGP Revolver, so long as such subsidiary guarantors satisfy certain conditions. The

5.500
% Notes were issued pursuant to the Indenture, dated as of April 6, 2022, as supplemented by that certain Ninth Supplemental Indenture, dated as of August 9, 2024, among us, each subsidiary guarantor and U.S. Bank Trust Company, National Association, as trustee. We used the net proceeds from the issuance to repay borrowings under the Commercial Paper Program, a portion of which were incurred to repay the remaining balance under the Term Loan Facility, and for general corporate purposes.

Debt Repurchases & Extinguishments

In February 2022, in connection with entering into the Existing TRGP Revolver, we terminated the previous TRGP senior secured revolving credit facility (the “Previous TRGP Revolver”) and the Partnership’s senior secured revolving credit facility (the “Partnership Revolver”). As a result of the termination of the Previous TRGP Revolver and the Partnership Revolver, we recorded a loss of $

0.8

million due to a write-off of debt issuance costs.

The Partnership redeemed all of the outstanding

5.375

% Senior Unsecured Notes due 2027 (the “5.375% Notes”) in March 2022 with available liquidity under the Existing TRGP Revolver. As a result of the redemption of the 5.375% Notes, we recorded a loss due to debt extinguishment of $

15.0

million comprised of $

12.6

million of premiums paid and a write-off of $

2.4

million of debt issuance costs.

Concurrent with the

4.200

% Notes and the

4.950

% Notes offering, we commenced the March Tender Offer to redeem subject to certain terms and conditions, any and all of the Partnership’s outstanding

5.875

% Notes. As a result of the March Tender Offer and the subsequent redemption of the 5.875% Notes, we recorded a loss due to debt extinguishment of $

33.8

million comprised of $

29.3

million of premiums paid and a write-off of $

4.5

million of debt issuance costs in April 2022.

In November 2023, in connection with the 2023

6.150

% Notes and November 2023

6.500

% Notes, we repaid borrowings under the Term Loan Facility and the Commercial Paper Program. As a result of the repayment of borrowings under the Term Loan Facility, we recorded a loss of $

2.1

million due to a write-off of debt issuance costs.

In May 2024, we repaid the Term Loan Facility, which bore interest at the Company’s option at: (a) the Base Rate (as defined in the Term Loan Facility), which was the highest of the (i) federal funds rate plus

0.5

%, (ii) Mizuho’s prime rate, and (iii) the Term SOFR (as defined in the Term Loan Facility) rate plus

1.0

% (subject in each case to a floor of

0.0

%), plus an applicable margin ranging from

0.125

% to

0.75

% dependent on the Company’s non-credit-enhanced senior unsecured long-term debt ratings (or, if no such debt is outstanding at such time, then the Debt Rating), or (b) Term SOFR plus

0.10

% plus an applicable margin ranging from

1.125

% to

1.75
% dependent on the Debt Rating. As a result of the repayment, we recorded a loss due to debt extinguishment of $

0.8
million.

The following table shows the contractually scheduled maturities of our debt obligations outstanding at December 31, 2024, for the next five years, and in total thereafter:

		Scheduled Maturities of Debt					
	Total	2025	2026	2027	2028	2029	Thereafter
Existing TRGP Revolver and Commercial Paper Program	$ 1,130.5	$ —	$ —	$ 1,130.5	$ —	$ —	$ —
TRGP Senior unsecured notes	7,500.0	—	—	750.0	—	1,000.0	5,750.0
Partnership's Senior unsecured notes	5,034.4	—	—	705.2	700.3	679.3	2,949.6
Securitization Facility	330.0	330.0	—	—	—	—	—
Total	$ 13,994.9	$ 330.0	$ —	$ 2,585.7	$ 700.3	$ 1,679.3	$ 8,699.6

Note 9 — Other Long-term Liabilities

Other long-term liabilities are comprised of the following obligations:

	December 31, 2024	December 31, 2023
Deferred revenue	$ 119.9	$ 248.8
Asset retirement obligations	177.7	103.0
Operating lease liabilities	90.4	56.5
Other liabilities	4.3	6.8
Total other long-term liabilities	$ 392.3	$ 415.1

Deferred Revenue

Deferred revenue as of December 31, 2024 and 2023 was $

119.9
million and $

248.8
million, respectively. Deferred revenue as of December 31, 2023 included $

129.0
million in payments received from Vitol Americas Corp. (“Vitol”) (formerly known as Noble Americas Corp.), a subsidiary of Vitol US Holding Co., in 2016, 2017, and 2018 as part of an agreement (the “Splitter Agreement”) related to the construction and operation of a crude oil and condensate splitter. In December 2018, Vitol elected to terminate the Splitter Agreement. As a result of a legal ruling in April 2024, the $

129.0
million in payments from Vitol were reclassified to Accrued liabilities on our Consolidated Balance Sheets during the first quarter of 2024. On April 26, 2024, we made a cash payment of $

184.8
million which included cumulative interest on the award of $

55.8
million to Vitol in satisfaction of the Texas state court judgment. See Note 17 - Contingencies for more information.

Deferred revenue includes contributions in aid of construction received from customers for which revenue is recognized over the expected contract term and contributions received for other construction activities of facilities connected to our systems. Deferred revenue also includes consideration received in 2015 and 2017 amendments to a gas gathering and processing agreement. The deferred revenue related to these amendments is being recognized through the end of the agreement’s term in 2035.

For the years ended December 31, 2024, 2023 and 2022, we recognized $

19.6
million, $

17.4
million and $

7.5
million of revenue related to these transactions, respectively.

The following table shows the components of deferred revenue:

	December 31, 2024	December 31, 2023
Contributions in aid of construction	$ 91.1	$ 86.4
Gas contract amendment	27.3	29.8
Splitter agreement	—	129.0
Other	1.5	3.6
Total deferred revenue	$ 119.9	$ 248.8

T he following table shows the changes in deferred revenue:

	2024	2023
Balance at beginning of period	$ 248.8	$ 198.8
Additions	19.7	67.4
Revenue recognized	(19.6)	(17.4)

Reclassification to accrued liabilities	(129.0)	—
Balance at end of period	$ 119.9	$ 248.8

Asset Retirement Obligations

Our AROs primarily relate to certain processing facilities, compressor stations and inactive pipelines. The changes in our ARO liability are as follows:

	2024	2023
Beginning of period	$ 103.0	$ 97.9
Additions	23.8	—
Accretion expense	10.6	5.9
Retirements	—	(5.7)
Change in cash flow estimate	40.3	4.9
End of period	$ 177.7	$ 103.0

Note 10 — Leases

We have non-cancellable operating leases primarily associated with our office facilities, compressors, rail assets, land, storage and terminal assets. We have finance leases primarily associated with our substations, compressors, tractors and vehicles. Our leases have remaining lease terms of 1 to 8 years, some of which include options to extend the lease term for up to 20 years.

The balances of right-of-use assets and liabilities of finance leases and operating leases, and their locations on our Consolidated Balance Sheets are as follows:

	Balance Sheet Location	December 31, 2024	2023
Operating leases:			
Lease right-of-use assets, net	Other long-term assets	$ 103.7	$ 64.2
Current liabilities	Accrued liabilities	25.2	21.8
Non-current liabilities	Other long-term liabilities	90.4	56.5
Finance leases:			
Lease right-of-use assets, net	Property, plant and equipment, net	$ 285.1	$ 281.5
Current liabilities	Current debt obligations	57.7	45.7
Non-current liabilities	Long-term debt	240.4	244.1

Operating lease costs and short-term lease costs are included in Operating expenses or General and administrative expense in our Consolidated Statements of Operations, depending on the nature of the leases. Finance lease costs are included in Depreciation and amortization expense and Interest expense, net in our Consolidated Statements of Operations. The components of lease expense were as follows:

	Year Ended December 31, 2024	2023	2022
Lease cost			
Operating lease cost	$ 30.6	$ 18.3	$ 17.7
Short-term lease cost	45.2	56.7	35.0
Variable lease cost	46.0	26.0	17.9
Finance lease cost			
Amortization of right-of-use assets	55.3	48.2	20.3
Interest expense	14.5	14.0	3.5
Total lease cost	$ 191.6	$ 163.2	$ 94.4

Other supplemental information related to our leases are as follows:

	Year Ended December 31, 2024	2023	2022
Cash paid for amounts included in the measurement of lease liabilities			
Operating cash flows for operating leases	$ 32.4	$ 21.4	$ 18.8

Operating cash flows for finance leases	14.2	13.9	2.7
Financing cash flows for finance leases	50.1	42.9	19.7

The weighted-average remaining lease terms for operating leases and finance leases are 5 years and 5 years, respectively. The weighted-average discount rates for operating leases and finance leases are

5.1
% and

5.0
%, respectively.

The following table presents the maturities of our lease liabilities under non-cancellable leases as of December 31, 2024:

	Operating Leases	Finance Leases
2025	$ 22.2	$ 70.3
2026	24.9	68.6
2027	24.5	61.5
2028	19.9	53.4
2029	16.1	44.3
Thereafter	26.5	37.2
Total undiscounted cash flows	134.1	335.3
Less imputed interest	(18.5)	(37.2)
Total lease liabilities	$ 115.6	$ 298.1

Note 11 — Common Stock and Related Matters

Public Offerings of Common Stock

On May 9, 2017, we entered into an equity distribution agreement under the May 2016 Shelf (the "May 2017 EDA"), pursuant to which we may sell through our sales agents, at our option, up to an aggregated amount of $

750.0
million of our common stock ("2017 ATM Program").

On September 20, 2018, we entered into an equity distribution agreement under the May 2016 Shelf (the "September 2018 EDA"), pursuant to which we may sell through our sales agents, at our option, up to an aggregated amount of $

750.0
million of our common stock ("2018 ATM Program").

In March 2022, we filed with the SEC a universal shelf registration statement on Form S-3 that registers the issuance and sale of certain debt and equity securities from time to time in one or more offerings (the "March 2022 Shelf"). The March 2022 Shelf will expire in March 2025.

During 2024, 2023 and 2022,

no

shares of common stock were issued under either the May 2017 EDA or the September 2018 EDA. As a result, we have $

382.1
million and $

750.0
million remaining under the May 2017 EDA and September 2018 EDA, respectively, as of December 31, 2024.

Common Share Repurchase Program

In October 2020, our Board of Directors approved a share repurchase program (the "2020 Share Repurchase Program") for the repurchase of up to $

500.0
million of our outstanding common stock. During the second quarter of 2023, we exhausted the 2020 Share Repurchase Program.

In May 2023, our Board of Directors approved a share repurchase program (the "2023 Share Repurchase Program") for the repurchase of up to $

1.0
billion of our outstanding common stock. In July 2024, our Board of Directors approved a new share repurchase program (the "2024 Share Repurchase Program" and, together with the 2023 Share Repurchase Program, the "Share Repurchase Programs") for the repurchase of up to $

1.0
billion of our outstanding common stock. The amount authorized under the 2024 Share Repurchase Program was in addition to the amount remaining under the 2023 Share Repurchase Program. We are not obligated to repurchase any specific dollar amount or number of shares under the Share Repurchase Programs and may discontinue these programs at any time.

For the year ended December 31, 2024, we repurchased

5,933,050
shares of our common stock at a weighted average price per share of $

127.20
for a total net cost of $

754.7
million. For the year ended December 31, 2023, we repurchased

4,870,559
shares of our common stock at a weighted average price per share of $

76.72
for a total net cost of $

373.7
million. For the year ended December 31, 2022, we repurchased

3,412,354
shares of our common stock at a weighted average price per share of $

65.87

for a total net cost of $

224.8
million.

As of December 31, 2024, there was $

1,015.4
million remaining under the Share Repurchase Programs.

Common Stock Dividends

In April 2024, we declared an increase to our common dividend to $

0.75
per common share or $

3.00
per common share annualized effective for the first quarter of 2024.

The following table details the dividends declared and/or paid by us to common shareholders for the years ended December 31, 2024, 2023 and 2022:

Three Months Ended	Date Paid or To Be Paid	Total Common Dividends Declared	Amount of Common Dividends Paid or To Be Paid	Dividends on Share-Based Awards	Dividends Declared per Share of Common Stock
		(In millions, except per share amounts)			
2024					
December 31, 2024	February 14, 2025	$ 165.1	$ 163.6	$ 1.5	$ 0.75000
September 30, 2024	November 15, 2024	165.2	163.5	1.7	0.75000
June 30, 2024	August 15, 2024	166.1	164.3	1.8	0.75000
March 31, 2024	May 15, 2024	168.1	166.3	1.8	0.75000
2023					
December 31, 2023	February 15, 2024	$ 112.8	$ 111.6	$ 1.2	$ 0.50000
September 30, 2023	November 15, 2023	113.0	111.5	1.5	0.50000
June 30, 2023	August 15, 2023	113.6	111.8	1.8	0.50000
March 31, 2023	May 15, 2023	114.7	113.0	1.7	0.50000
2022					
December 31, 2022	February 15, 2023	$ 80.5	$ 79.3	$ 1.2	$ 0.35000
September 30, 2022	November 15, 2022	80.5	79.2	1.3	0.35000
June 30, 2022	August 15, 2022	80.7	79.3	1.4	0.35000
March 31, 2022	May 16, 2022	81.2	79.8	1.4	0.35000

Preferred Stock Redemption

In May 2022, we redeemed all of our issued and outstanding shares of Series A Preferred Stock (“Series A Preferred”) at a redemption price of $

1,050.00

per share, plus $

8.87
per share, which is the amount of accrued and unpaid dividends from April 1, 2022 up to, but not including, the redemption date of May 3, 2022 . The difference between the consideration paid of $

973.4
million (including unpaid dividends of $

8.2
million) and the net carrying value of the shares redeemed was $

223.7
million, of which $

215.5
million was recorded as deemed dividends in our Consolidated Statements of Operations in the second quarter of 2022. Following the redemption, we have no Series A Preferred outstanding and all rights of the holders of shares of Series A Preferred were terminated.

Preferred Stock Dividends

During the year ended December 31, 2022, we paid $

51.8
million of dividends to Series A Preferred Shareholders.

Note 12 — Earnings per Common Share

In March 2023, the Compensation Committee amended the Restricted Stock Units Grant Agreements that govern the Restricted Stock Unit awards ("RSUs") that vest no later than three years following the RSUs' grant date. The amendment resulted in quarterly cash dividend payments to RSU holders beginning with the common stock dividend paid in May 2023. As the amended RSUs and certain four-year retention awards participate in nonforfeitable dividends with the common equity owners of the Company, they are considered participating securities.

We calculate earnings per share using the two-class method. Earnings are allocated to common stock and participating securities based on the amount of dividends paid in the current period plus an allocation of the undistributed earnings to the extent that each security participates in earnings.

The following table sets forth a reconciliation of net income and weighted average shares outstanding used in computing basic and diluted net income per common share:

	Year Ended December 31,		
	2024	2023	2022
	(In millions, except per share amounts)		
Net income (loss) attributable to Targa Resources Corp.	$ 1,312.0	$ 1,345.9	$ 1,195.5
Less: Premium on repurchase of noncontrolling interests, net of tax (1)	32.9	510.1	53.2
Less: Dividends on Series A Preferred Stock (2)	—	—	30.0
Less: Deemed dividends on Series A Preferred Stock (3)	—	—	215.5
Net income (loss) attributable to common shareholders	1,279.1	835.8	896.8
Less: Participating share-based earnings (4)	9.6	7.6	—
Net income (loss) allocated to common shareholders for basic earnings per share	$ 1,269.5	$ 828.2	$ 896.8
Weighted average shares outstanding - basic	220.2	224.6	227.3
Dilutive effect of unvested restricted stock awards	1.1	1.4	3.8
Weighted average shares outstanding - diluted	221.3	226.0	231.1
Net income (loss) available per common share - basic	$ 5.77	$ 3.69	$ 3.95
Net income (loss) available per common share - diluted	$ 5.74	$ 3.66	$ 3.88

(1) Represents premium paid on the CBF Acquisition, Grand Prix Transaction, Carnero Acquisition and the DevCo JV Repurchase. See Note 4 – Acquisitions and Divestitures .
(2) Includes $ 8.2 million attributable to the dividends paid upon the full redemption of Series A Preferred in 2022. See Note 11 – Common Stock and Related Matters for further discussion.
(3) Includes $ 215.5 million attributable to the full redemption of Series A Preferred in 2022. See Note 11 – Common Stock and Related Matters for further discussion.
(4) Represents the distributed and undistributed earnings of the Company attributable to the participating securities. The dilutive effect of the reallocation of participating securities to diluted net income attributable to common shareholders was immaterial.

The following potential common stock equivalents are excluded from the determination of diluted earnings per share because the inclusion of such shares would have been anti-dilutive (in millions on a weighted-average basis):

	Year Ended December 31,		
	2024	2023	2022
Unvested restricted stock awards	1.2	1.5	—
Series A Preferred Stock (1)	—	—	14.9

(1) The Series A Preferred had no mandatory redemption date, but was redeemable at our election for a

5

% premium to the liquidation preference subsequent to March 16, 2022 . In May 2022, we redeemed all of our issued and outstanding Series A Preferred at a redemption price of $

1,050.00

per share, plus $

8.87

per share, which is the amount of accrued and unpaid dividends from April 1, 2022 up to, but not including, the redemption date of May 3, 2022 . See Note 11 – Common Stock and Related Matters for further discussion.

Note 13 — Derivative Instruments and Hedging Activities

The primary purpose of our commodity risk management activities is to manage our exposure to commodity price risk and reduce volatility in our operating cash flow due to fluctuations in commodity prices. We have entered into derivative instruments to hedge the commodity price risks associated with a portion of our expected (i) natural gas, NGL, and condensate equity volumes in our Gathering and Processing operations that result from percent-of-proceeds processing arrangements, (ii) future commodity purchases and sales in our Logistics and Transportation segment and (iii) natural gas transportation basis risk in our Logistics and Transportation segment. The hedge positions associated with (i) and (ii) above will move favorably in periods of falling commodity prices and unfavorably in periods of rising commodity prices and are primarily designated as cash flow hedges for accounting purposes.

The hedges generally match the NGL product composition and the NGL delivery points of our physical equity volumes. Our natural gas hedges are a mixture of specific gas delivery points and Henry Hub. The NGL hedges may be transacted as specific NGL hedges or as baskets of ethane, propane, normal butane, isobutane and natural gasoline based upon our expected equity NGL composition. We believe this approach avoids uncorrelated risks resulting from employing hedges on crude oil or other petroleum products as “proxy” hedges of NGL prices. Our natural gas and NGL hedges are settled using published index prices for delivery at various locations.

We hedge a portion of our condensate equity volumes using crude oil hedges that are based on the NYMEX futures contracts for West Texas Intermediate light, sweet crude, which approximates the prices received for condensate. This exposes us to a market differential risk if the NYMEX futures do not move in exact parity with the sales price of our underlying condensate equity volumes.

We also enter into derivative instruments to help manage other short-term commodity-related business risks and take advantage of market opportunities. We have not designated these derivatives as hedges and record changes in fair value and cash settlements to revenues in current earnings.

At December 31, 2024, the notional volumes of our commodity derivative contracts were:

Commodity	Instrument	Unit	2025	2026	2027	2028
Natural Gas	Swaps	MMBtu/d	82,428	81,604	12,971	—
Natural Gas	Basis Swaps	MMBtu/d	482,370	242,500	208,329	55,000
NGL	Swaps	Bbl/d	29,695	28,753	3,770	—
NGL	Futures	Bbl/d	10,422	411	—	—
Condensate	Swaps	Bbl/d	7,814	8,249	1,208	—

Our derivative contracts are subject to netting arrangements that permit our contracting subsidiaries to net cash settle offsetting asset and liability positions with the same counterparty within the same Targa entity. The master netting provisions reduced our maximum loss due to counterparty credit risk by $

13.4

million as of December 31, 2024. The range of losses attributable to our individual counterparties would be between $

0.0

million and $

3.8

million, depending on the counterparty in default. We record derivative assets and liabilities on our Consolidated Balance Sheets on a gross basis, without considering the effect of master netting arrangements.

The following table reflects the fair value of our derivative instruments and their location on our Consolidated Balance Sheets as of the periods presented:

	Balance Sheet Location	Fair Value as of December 31, 2024 Derivative Assets	Fair Value as of December 31, 2024 Derivative Liabilities	Fair Value as of December 31, 2023 Derivative Assets	Fair Value as of December 31, 2023 Derivative Liabilities
Derivatives designated as hedging instruments					
Commodity contracts	Current	$ 50.8	$ (29.0)	$ 103.5	$ (16.4)
	Long-term	20.8	(11.7)	29.0	(3.0)
Total derivatives designated as hedging instruments		$ 71.6	$ (40.7)	$ 132.5	$ (19.4)
Derivatives not designated as hedging instruments					
Commodity contracts	Current	$ 11.0	$ (138.3)	$ 8.4	$ (37.6)
	Long-term	4.5	(80.3)	4.3	(13.8)
Total derivatives not designated as hedging instruments		$ 15.5	$ (218.6)	$ 12.7	$ (51.4)
Total current position		$ 61.8	$ (167.3)	$ 111.9	$ (54.0)
Total long-term position		25.3	(92.0)	33.3	(16.8)
Total derivatives		$ 87.1	$ (259.3)	$ 145.2	$ (70.8)

The following table reflects the pro forma impact of reporting derivatives on our Consolidated Balance Sheets on a net basis as of the periods presented:

December 31, 2024	Gross Presentation Asset	Gross Presentation Liability	Collateral	Pro Forma Net Presentation Asset	Pro Forma Net Presentation Liability
Current Position					
Counterparties with offsetting positions or collateral	$ 61.7	$ (167.3)	$ 37.1	$ 9.2	$ (77.7)
Counterparties without offsetting positions - assets	0.1	—	—	0.1	—
Counterparties without offsetting positions - liabilities	—	—	—	—	—
	61.8	(167.3)	37.1	9.3	(77.7)
Long-Term Position					
Counterparties with offsetting positions or collateral	24.2	(91.5)	9.0	4.2	(62.5)
Counterparties without offsetting positions - assets	1.1	—	—	1.1	—
Counterparties without offsetting positions - liabilities	—	(0.5)	—	—	(0.5)
	25.3	(92.0)	9.0	5.3	(63.0)
Total Derivatives					
Counterparties with offsetting positions or collateral	85.9	(258.8)	46.1	13.4	(140.2)
Counterparties without offsetting positions - assets	1.2	—	—	1.2	—
Counterparties without offsetting positions - liabilities	—	(0.5)	—	—	(0.5)
	$ 87.1	$ (259.3)	$ 46.1	$ 14.6	$ (140.7)

December 31, 2023	Gross Presentation Asset	Gross Presentation Liability	Collateral	Pro Forma Net Presentation Asset	Pro Forma Net Presentation Liability
Current Position					
Counterparties with offsetting positions or collateral	$ 111.7	$ (54.0)	$ 3.6	$ 69.2	$ (7.9)
Counterparties without offsetting positions - assets	0.2	—	—	0.2	—
Counterparties without offsetting positions - liabilities	—	—	—	—	—
	111.9	(54.0)	3.6	69.4	(7.9)
Long-Term Position					
Counterparties with offsetting positions or collateral	31.7	(16.8)	(0.1)	17.0	(2.2)

Counterparties without offsetting positions - assets	1.6	—	—	1.6	—
Counterparties without offsetting positions - liabilities	—	—	—	—	—
	33.3	(16.8)	(0.1)	18.6	(2.2)
Total Derivatives					
Counterparties with offsetting positions or collateral	143.4	(70.8)	3.5	86.2	(10.1)
Counterparties without offsetting positions - assets	1.8	—	—	1.8	—
Counterparties without offsetting positions - liabilities	—	—	—	—	—
	$ 145.2	$ (70.8)	$ 3.5	$ 88.0	$ (10.1)

Some of our hedges are futures contracts executed through brokers that clear the hedges through an exchange. We maintain a margin deposit with the brokers in an amount sufficient to cover the fair value of our open futures positions. The margin deposit is considered collateral, which is located within Other current assets on our Consolidated Balance Sheets and is not offset against the fair value of our derivative instruments. Our derivative instruments other than our futures contracts are executed under International Swaps and Derivatives Association agreements (“ISDAs”), which govern the key terms with our counterparties. Our ISDAs contain credit-risk related contingent features. Following the release of the collateral securing our Existing TRGP Revolver, our derivative positions are no longer secured. As of December 31, 2024, we have outstanding net derivative positions that contain credit-risk related contingent features that are in a net liability position of $

138.2

million. We have not been required to post any collateral related to these positions due to our credit rating. If our credit rating was to be downgraded one notch below investment grade by both Moody’s and S&P, as defined in our ISDAs, we estimate that as of December 31, 2024, we would

no

t be required to post collateral to any counterparties and that no counterparty could request immediate, full settlement per the terms of our ISDAs.

The fair value of our derivative instruments, depending on the type of instrument, was determined by the use of present value methods or standard option valuation models with assumptions about commodity prices based on those observed in underlying markets. The estimated fair value of our derivative instruments was a net liability of $

172.2

million as of December 31, 2024. The estimated fair value is net of an adjustment for credit risk based on the default probabilities as indicated by market quotes for our counterparties’ credit default swap rates. The credit risk adjustment was immaterial for all periods presented. Our futures contracts that are cleared through an exchange are margined daily and do not require any credit adjustment.

The following tables reflect amounts recorded in OCI and amounts reclassified from OCI to revenue:

Derivatives in Cash Flow Hedging Relationships	Gain (Loss) Recognized in OCI on Derivatives (Effective Portion) Year Ended December 31, 2024	2023	2022
Commodity contracts	$ ( )	$	$ ( )
	7.5	193.4	5.6

Location of Gain (Loss)	Gain (Loss) Reclassified from OCI into Income (Effective Portion) Year Ended December 31, 2024	2023	2022
Revenues	$		(
	67.8	153.4	373.0
		$	$)

As of December 31, 2024, we expect to reclassify commodity hedge related deferred gains of $

19.1
million included in accumulated other comprehensive income (loss) into earnings before income taxes over the next twelve months. However, actual amounts reclassified into earnings could be greater or less than the net amount reported in accumulated other comprehensive income. Based on valuations as of December 31, 2024, the maximum length of time over which we have hedged our exposure to the variability in future cash flows is through December 2027.

Our consolidated earnings are also affected by the use of the mark-to-market method of accounting for derivative instruments that do not qualify for hedge accounting or that have not been designated as hedges. The changes in fair value of these instruments are recorded on our Consolidated Balance Sheets and through earnings in our Consolidated Statements of Operations rather than being deferred until the anticipated transaction settles. The use of mark-to-market accounting for financial assets and liabilities (“financial instruments”) can cause non-cash earnings volatility due to changes in the underlying commodity price indices. For the year ended December 31, 2024, the unrealized mark-to-market losses are primarily attributable to unfavorable movements in natural gas forward basis prices, as compared to our positions.

Derivatives Not Designated as Hedging Instruments	Location of Gain (Loss) Recognized in Income on Derivatives	Gain (Loss) Recognized in Income on Derivatives Year Ended December 31, 2024	2023	2022
Commodity contracts		(		(
		313.2	287.7	381.7
	Revenue	$)	$	$)

See Note 14 – Fair Value Measurements and Note 22 – Segment Information for additional disclosures related to derivative instruments and hedging activities.

Note 14 — Fair Value Measurements

Under GAAP, our Consolidated Balance Sheets reflect a mixture of measurement methods for financial instruments. Derivative financial instruments are reported at fair value on our Consolidated Balance Sheets. Other financial instruments are reported at historical cost or amortized cost on our Consolidated Balance Sheets. The following are additional qualitative and quantitative disclosures regarding fair value measurements of our financial instruments.

Fair Value of Derivative Financial Instruments

Our derivative instruments consist of financially settled commodity swaps, futures, option contracts and fixed-price forward commodity contracts with certain counterparties. We determine the fair value of our derivative instruments using present value methods or standard option valuation models with assumptions about commodity prices based on those observed in underlying markets. We have consistently applied these valuation techniques in all periods presented and we believe we have obtained the most accurate information available for the types of derivative instruments we hold.

The fair values of our derivative instruments are sensitive to changes in forward pricing on natural gas, NGLs and crude oil. The derivatives at December 31, 2024, represent a net liability position of $

172.2
million, and reflects the present value, adjusted for counterparty credit risk, of the amount we expect to receive or pay in the future on our derivative instruments. If forward pricing on natural gas, NGLs and crude oil were to increase by 10%, the result would be a fair value reflecting a net liability of $

323.6
million. If forward pricing on natural gas, NGLs and crude oil were to decrease by 10%, the result would be a fair value reflecting a net liability of $

20.8
million.

Fair Value of Other Financial Instruments

Due to their cash or near-cash nature, the carrying value of other financial instruments included in working capital (i.e., cash and cash equivalents, accounts receivable, accounts payable) approximates their fair value. Long-term debt is primarily the other financial instrument for which carrying value could vary significantly from fair value. We determined the supplemental fair value disclosures for our current and long-term debt as follows:

- the Existing TRGP Revolver, commercial paper notes, Securitization Facility and Term Loan Facility are based on carrying value, which approximates fair value as their interest rates are based on prevailing market rates; and
- the TRGP senior unsecured notes and the Partnership's senior unsecured notes are based on quoted market prices derived from trades of the debt.

Fair Value Hierarchy

The following table shows a breakdown by fair value hierarchy category for (i) financial instruments measurements included on our Consolidated Balance Sheets at fair value and (ii) supplemental fair value disclosures for other financial instruments:

	December 31, 2024				
	Carrying Value	Fair Value			
		Total	Level 1	Level 2	Level 3
Financial Instruments Recorded on Our Consolidated Balance Sheets at Fair Value:					
Assets from commodity derivative contracts (1)	$ 87.0	$ 87.0	$ —	$ 87.0	$ —
Liabilities from commodity derivative contracts (1)	259.2	259.2	—	259.2	—
Financial Instruments Recorded on Our Consolidated Balance Sheets at Carrying Value:					
Cash and cash equivalents	157.3	157.3	—	—	—
Existing TRGP Revolver and Commercial Paper Program	1,130.5	1,130.5	—	1,130.5	—
TRGP Senior unsecured notes	7,470.6	7,438.6	—	7,438.6	—
Partnership's Senior unsecured notes	5,034.4	4,928.0	—	4,928.0	—
Securitization Facility	330.0	330.0	—	330.0	—

	December 31, 2023				
	Carrying Value	Fair Value			
		Total	Level 1	Level 2	Level 3
Financial Instruments Recorded on Our Consolidated Balance Sheets at Fair Value:					
Assets from commodity derivative contracts (1)	$ 144.6	$ 144.6	$ —	$ 144.6	$ —
Liabilities from commodity derivative contracts (1)	70.2	70.2	—	70.2	—
Financial Instruments Recorded on Our Consolidated Balance Sheets at Carrying Value:					
Cash and cash equivalents	141.7	141.7	—	—	—

Existing TRGP Revolver and Commercial Paper Program	175.0	175.0	—	175.0	—
TRGP Senior unsecured notes	6,470.5	6,598.7	—	6,598.7	—
Term Loan Facility	500.0	500.0	—	500.0	—
Partnership's Senior unsecured notes	5,034.4	4,945.1	—	4,945.1	—
Securitization Facility	575.0	575.0	—	575.0	—

(1) The fair value of derivative contracts in this table is presented on a different basis than the Consolidated Balance Sheets presentation as disclosed in Note 13 – Derivative Instruments and Hedging Activities. The above fair values reflect the total value of each derivative contract taken as a whole, whereas the Consolidated Balance Sheets presentation is based on the individual maturity dates of estimated future settlements. As such, an individual contract could have both an asset and liability position when segregated into its current and long-term portions for Consolidated Balance Sheets classification purposes .

Note 15 — Related Party Transactions

Transactions with Unconsolidated Affiliates

The following table summarizes our transactions with unconsolidated affiliates:

	GCF	T2 Joint Ventures (1)	Cayenne	GCX (2)	Little Missouri 4	Total
2024:						
Product purchases and fuel	$ —	$ —	$ 6.4	$ —	$ 14.0	$ 20.4
Operating expenses	(11.6)	—	(0.9)	—	(2.2)	(14.7)
General and administrative expenses	—	—	—	—	(0.9)	(0.9)
2023:						
Product purchases and fuel	$ —	$ —	$ 6.4	$ —	$ 8.1	$ 14.5
Operating expenses	(5.6)	—	(0.9)	—	(2.2)	(8.7)
General and administrative expenses	—	—	—	—	(0.9)	(0.9)
2022:						
Product purchases and fuel	$ —	$ —	$ 4.7	$ 25.0	$ 7.9	$ 37.6
Operating expenses	(1.7)	(1.0)	(0.9)	—	(3.0)	(4.6)
General and administrative expenses	—	—	—	—	(0.9)	(0.9)

(1) Following the closing of the South Texas Acquisition in April 2022, the T2 Joint Ventures are

100

% owned and consolidated by Targa.

(2) Following the closing of the GCX Sale in May 2022, Targa no longer has an ownership interest in GCX.

Note 16 — Commitments

Future non-cancelable commitments related to certain contractual obligations are presented below for each of the next five fiscal years and in aggregate thereafter:

	In Aggregate	2025	2026	2027	2028	2029	Thereafter
Land sites and rights of way (1)	$ 333.1	$ 9.3	$ 11.1	$ 12.5	$ 17.7	$ 8.5	$ 274.0

(1) Leases related to land sites and rights of way provide for surface and underground access for gathering, processing and distribution assets that are located on property not owned by us. These agreements expire at various dates, with varying terms, some of which are perpetual.

Total expenses incurred under the above non-cancelable commitments were:

	2024	2023	2022
Land sites and rights of way	$ 7.2	$ 9.0	$ 5.8

Note 17 — Contingencies

Legal Proceedings

We and the Partnership are parties to various legal, administrative and regulatory proceedings that have arisen in the ordinary course of our business. We and the Partnership are also parties to various proceedings with governmental environmental agencies, including, but not limited to the U.S. Environmental Protection Agency (the “EPA”), Texas Commission on Environmental Quality, Oklahoma Department of Environmental Quality, New Mexico Environment Department, Louisiana Department of Environmental Quality and North Dakota Department of Environmental Quality, which assert monetary sanctions for alleged violations of environmental regulations, including air emissions, discharges into the environment and reporting deficiencies, related to events that have arisen at certain of our facilities in the ordinary course of our business.

On December 26, 2018 , Vitol filed a lawsuit in the 80th District Court of Harris County (the “District Court”), Texas against Targa Channelview LLC, then a subsidiary of the Company (“Targa Channelview”), seeking recovery of $

129.0

million in payments made to Targa Channelview, additional monetary damages, attorneys’ fees and costs. Vitol alleged that Targa Channelview breached the Splitter Agreement, which provided for Targa Channelview to construct a crude oil and condensate splitter (the “Splitter”) adjacent to a barge dock owned by Targa Channelview to provide services contemplated by the Splitter Agreement. In January 2018, Vitol acquired Noble Americas Corp. and on December 23, 2018, Vitol voluntarily elected to terminate the Splitter Agreement claiming that Targa Channelview failed to timely achieve start-up of the Splitter. Vitol’s lawsuit also alleged Targa Channelview made a series of misrepresentations about the capability of the barge dock that would service crude oil and condensate volumes to be processed by the Splitter and Splitter products. Vitol sought return of $

129.0

million in payments made to Targa Channelview prior to the start-up of the Splitter, as well as additional damages. On the same date that Vitol filed its lawsuit, Targa Channelview filed a lawsuit against Vitol seeking a judicial determination that Vitol’s sole and exclusive remedy was Vitol’s voluntarily termination of the Splitter Agreement and, as a result, Vitol was not entitled to the return of any prior payments under the Splitter Agreement or other damages as alleged. Targa also sought recovery of its attorneys’ fees and costs in the lawsuit.

On October 15, 2020 , the District Court awarded Vitol $

129.0

million (plus interest) following a bench trial. In addition, the District Court awarded Vitol $

10.5

million in damages for losses and demurrage on crude oil that Vitol purchased for start-up efforts. The Company appealed the award in the Fourteenth Court of Appeals in Houston, Texas. In October 2020, we sold Targa Channelview but, under the agreements governing the sale, we retained the liabilities associated with the Vitol proceedings. On September 13, 2022, the Fourteenth Court of Appeals upheld the trial court’s judgment in part with regard to the return of Vitol’s prior payments, but modified the judgment to delete Vitol’s ability to recover any damages related to losses or demurrage on crude oil. We filed a petition for review with the Supreme Court of Texas, which was denied on October 20, 2023. We then filed a petition for rehearing with the Supreme Court of Texas, which was denied on April 19, 2024. As a result of the April 2024 ruling, the $

129.0

million in payments from Vitol were reclassified from Other long-term liabilities to Accrued liabilities on our Consolidated Balance Sheets during the first quarter of 2024.

The cumulative interest on the award of $

55.8

million was recorded in Interest expense, in our Consolidated Statement of Operations for the year ended December 31, 2024. On April 26, 2024 as a result of the final determination of Targa’s appeal to the Texas Supreme Court related to the Splitter Agreement, we made a cash payment of $

184.8

million to Vitol in satisfaction of the Texas state court judgment. See Note 9 – Other Long-term Liabilities.

On July 24, 2023, we received a Notice of Violation (“NOV”) from the New Mexico Environment Department (“NMED”), Air Quality Bureau, relating to alleged air permit violations at the Red Hills gas processing facility. The alleged air permit violations occurred primarily between August 1, 2021 and June 30, 2022, while these facilities were owned by Lucid, an entity we acquired in July 2022 and whose assets are now integrated into Targa Northern Delaware LLC, a wholly-owned subsidiary of the Company. On December 5, 2024, we received a proposed Administrative Compliance Order (“ACO”) from the NMED relating to the violation identified in the NOV and certain other alleged violations. The ACO includes a proposed civil penalty of approximately $

47.8

million and requires certain capital improvements to address the operations and excess air emissions at the Red Hills processing facility. These capital improvements, totaling approximately $

140

million, were substantially completed by December 31, 2024.

On January 3, 2025, we filed a Request for Hearing with the NMED with respect to the ACO. We have cooperated with the NMED in identifying and correcting legacy environmental issues since our acquisition of Lucid, and we expect to continue to engage with the NMED to resolve this matter. Although this matter is ongoing and we cannot predict its ultimate outcome, we believe we have valid defenses to many of the NMED allegations and intend to vigorously defend this matter.

On October 26, 2023 , we received a final judgment in a lawsuit alleging a breach of contract related to the major winter storm in February 2021. The damages awarded against us are approximately $

6.9

million, not including pre-judgment interest. Both parties are appealing the judgment.

We were named as defendants in other breach of contract cases related to force majeure events arising during the major winter storm in February 2021. While it is not possible to predict the total ultimate losses with respect to these cases, we believe that aggregate losses up to $

10.0

million are reasonably possible.

In April 2024, we received an administrative NOV from the EPA and a request for the production of documents from the United States Attorney’s Office for North Dakota relating to alleged violations of the Clean Air Act (“CAA”), at certain Targa Badlands LLC compressor stations. The NOV and subpoena stem from inspections the EPA conducted at the compressor stations on June 15, 2023, as well as related records reviews. In October 2024, we began negotiations with the U.S. Attorney’s Office with respect to resolution of a single-count information alleging a violation of the CAA related to untimely installation of monitoring equipment at

one

compressor station, which carries a maximum fine of $

500,000
, and we entered into a Plea Agreement on December 16, 2024 reflecting these terms. We have also entered into discussions with the EPA with respect to a proposed Consent Agreement and Final Order that would resolve

the allegations contained in the NOV by requiring, among other things, payment of an administrative penalty. Although these matters are ongoing and we cannot predict their ultimate outcome, we do not expect resolution of these matters will be material to our consolidated financial statements.

Note 18 — Revenue

Fixed consideration allocated to remaining performance obligations

The following table presents the estimated minimum revenue related to unsatisfied performance obligations at the end of the reporting period, and is comprised of fixed consideration primarily attributable to contracts with minimum volume commitments, for which a guaranteed amount of revenue can be calculated. These contracts are comprised primarily of gathering and processing, fractionation, export, terminaling and storage agreements, with remaining contract terms ranging from 1 to 15 years.

	2025	2026	2027 and after
Fixed consideration to be recognized as of December 31, 2024	$ 442.1	$ 411.7	$ 2,045.5

Based on the optional exemptions that we elected to apply, the amounts presented in the table above exclude remaining performance obligations for (i) variable consideration for which the allocation exception is met and (ii) contracts with an original expected duration of one year or less.

For additional information on our revenue recognition policy, see Note 3 – Significant Accounting Policies, and for disclosures related to disaggregated revenue, see Note 22 – Segment Information.

Note 19 — Income Taxes

Components of the federal and state income tax provisions for the periods indicated are as follows:

	Year Ended December 31,		
	2024	2023	2022
Current expense (benefit)	$ 17.5	$ 13.6	$ 6.7
Deferred expense (benefit)	367.0	349.6	125.1
Total income tax expense (benefit)	$ 384.5	$ 363.2	$ 131.8

Our deferred income tax assets and liabilities as of the periods indicated consist of recognition differences related to certain types of costs as follows:

	December 31, 2024	December 31, 2023
Deferred tax assets:		
Net operating loss and tax credit carryforwards	$ 1,094.9	$ 1,282.9
Disallowed business interest expense carryforward	113.5	79.3
Property, plant and equipment	1.9	—
Other	10.1	—
Deferred tax assets before valuation allowance	1,220.4	1,362.2
Valuation allowance	(5.9)	(7.1)
Deferred tax assets	1,214.5	1,355.1
Deferred tax liabilities:		
Investments (1)	(2,086.6)	(1,867.9)

Property, plant, and equipment	—	(3.0)
Other	—	(20.0)
Deferred tax liabilities	(2,086.6)	(1,890.9)
Net deferred tax asset (liability)	$ (872.1)	$ (535.8)
Net deferred tax asset (liability)		
Federal	$ (826.7)	$ (507.0)
State	(45.4)	(28.8)
Long-term deferred tax liability, net	$ (872.1)	$ (535.8)

(1) Our deferred tax liability attributable to investments reflects the differences between the book and tax carrying values of our investment in the Partnership.

We are subject to tax in the U.S. and various state jurisdictions, and we are subject to periodic audits and reviews by taxing authorities. As of December 31, 2024, Internal Revenue Service ("IRS") examinations are currently in process for the 2019, 2020 and 2022 taxable years of certain wholly-owned and consolidated subsidiaries that are treated as partnerships for U.S. federal income tax purposes. We

are responding to information requests from the IRS with respect to these audits. We do not expect there to be any audit adjustments that would materially change our taxable income.

Federal statutes of limitations for returns filed in 2021 (for calendar year 2020) have expired. The 2019 returns under examination have a statute extension to December 2025. The statute of limitations expired on substantially all 2020 state income tax returns that were filed prior to October 15, 2021. For Texas, the statute of limitations has expired for 2020 returns (for calendar year 2019). However, tax authorities could review and adjust carryover attributes (e.g., net operating losses ("NOLs")) generated in a closed tax year if utilized in an open tax year.

As of December 31, 2024, we have total U.S. federal NOL carryforwards of $

4.7
billion and tax credit carryforwards of $

3.9
million. The NOL carryforwards do not expire, but are limited to offsetting

80
% of taxable income per year. The tax credit carryforwards expire in 2044. As of December 31, 2024, our tax effected valuation allowance was $

5.9
million, a decrease of $

1.2
million from December 31, 2023. Of this valuation allowance, $

5.2
million is federal and the remaining $

0.7
million is state.

Set forth below is the reconciliation between our Income tax provision (benefit) computed at the United States statutory rate on income before income taxes and the income tax provision (benefit) in our Consolidated Statements of Operations for the periods indicated:

	Year Ended December 31,		
Income tax reconciliation:	**2024**	**2023**	**2022**
Income (loss) before income taxes	$ 1,938.0	$ 1,942.5	$ 1,663.2
Less: Net income attributable to noncontrolling interest	(241.5)	(233.4)	(335.9)
Income attributable to Targa Resources Corp. before income taxes	1,696.5	1,709.1	1,327.3
Federal statutory income tax rate	21 %	21 %	21 %
Provision for federal income taxes	356.3	358.9	278.7
Valuation allowance	(1.2)	(29.8)	(177.5)
State income taxes, net of federal tax benefit	36.4	37.8	33.6
Return-to-provision	2.4	(5.7)	(0.6)
Change in income tax rate	(12.4)	11.5	(1.7)
Permanent adjustments	7.7	6.2	5.6
Stock compensation shortfall/(windfall)	(13.5)	(15.8)	(6.3)

Other, net	8.8	0.1	—
Income tax provision (benefit)	$ 384.5	$ 363.2	$ 131.8

We have not identified any uncertain tax positions. We believe that our income tax filing positions and deductions will be sustained on audit and do not anticipate any adjustments that will result in a material adverse effect on our financial condition, results of operations or cash flow. Therefore,

no
reserves for uncertain income tax positions have been recorded.

On August 16, 2022, President Biden signed into law the Inflation Reduction Act of 2022 (the “IRA”) which, among other things, introduced a corporate alternative minimum tax (the “CAMT”), imposed a

1
% excise tax on stock buybacks and tax incentives to promote clean energy. Under the CAMT, a

15
% minimum tax will be imposed on certain financial statement income of “applicable corporations.” The IRA treats a corporation as an applicable corporation in any taxable year in which the “average annual adjusted financial statement income” of such corporation for the three taxable year period ending prior to such taxable year exceeds $

1
billion.

The U.S. Department of the Treasury and the IRS have issued guidance on the application of the CAMT, including proposed regulations issued in September 2024, which may be relied upon until final regulations are issued. Based on our interpretation of the IRA, the CAMT and related guidance, and several operational, economic, accounting and regulatory assumptions, we are currently not an “applicable corporation”, but we are likely to become one in a subsequent year, potentially as early as 2026. If we become an applicable corporation and our CAMT liability is greater than our regular U.S. federal income tax liability for any particular tax year, the CAMT liability would effectively accelerate our future U.S. federal income tax obligations, reducing our cash available for distribution in that year, but provide an offsetting credit against our regular U.S. federal income tax liability for the future. As a result, our current expectation is that the impact of the CAMT is limited to timing differences in future tax years. Given the complexities of the IRA and the CAMT, we will continue to monitor and evaluate the potential future impact to our financial statements.

Note 20 — Supplemental Cash Flow Information

	Year Ended December 31,		
	2024	2023	2022
Cash:			
Interest paid, net of capitalized interest (1)	$ 712.7	$ 618.6	$ 401.3
Income taxes paid, net of refunds	16.7	8.5	1.6
Non-cash investing activities:			
Change in deadstock commodity inventory	$ 3.7	$ (13.7)	$ (3.8)
Impact of net accruals on capital expenditures	221.7	58.2	60.1
Change in ARO liability and property, plant and equipment, net due to revised cash flow estimate and additions	64.1	4.9	0.8
Non-cash financing activities:			
Changes in accrued distributions to noncontrolling interests	$ (3.6)	$ 8.9	$ (26.1)
Reduction of owner's equity related to accrued dividends on unvested equity awards under share compensation arrangements	3.8	3.9	7.1
Non-cash distributions to noncontrolling interests (2)	—	—	64.2
Lease liabilities arising from recognition of right-of-use assets:			
Operating lease	$ 66.8	$ 53.1	$ 9.7
Finance lease (3)	59.8	104.8	220.7

(1) Interest capitalized on major projects was $

74.8
million, $

41.1
million and $

16.3
million for the years ended December 31, 2024, 2023 and 2022 .

(2) Represents the transfer of an undivided interest in certain gas gathering and processing facilities to a joint owner upon Targa ' s recovery of a specified payout amount for our initial full funding of the facilities.

(3) The December 31, 2022 amount includes $

171.2
million related to compressor leases from the Delaware Basin Acquisition that were subsequently amended and extended.

Note 21 — Compensation Plans

2010 Targa Resources Corp. Stock Incentive Plan

In December 2010, we adopted the Targa Resources Corp. 2010 Stock Incentive Plan (the "2010 TRGP Plan") for employees, consultants and non-employee directors of the Company. In May 2017, the 2010 TRGP Plan was amended and restated. In August 2023, the 2010 TRGP Plan was amended and restated for a second time. Total authorized shares of common stock under the plan is

15,000,000
, comprised of

5,000,000
shares originally available and an additional

10,000,000
shares that became available in May 2017. The 2010 TRGP Plan allows for the grant of (i) incentive stock options qualified as such under U.S.

federal income tax laws (“Incentive Options”), (ii) stock options that do not qualify as Incentive Options (“Non-statutory Options,” and together with Incentive Options, “Options”), (iii) stock appreciation rights granted in conjunction with Options or Phantom Stock Awards, (iv) restricted stock awards, (v) phantom stock awards, (vi) bonus stock awards, (vii) performance unit awards, or (viii) any combination of such awards.

Unless otherwise specified, the compensation costs for the awards listed below were recognized as expense over related vesting periods based on the grant-date fair values, reduced by forfeitures incurred.

Restricted Stock Awards - Restricted stock entitles the recipient to cash dividends. Dividends on unvested restricted stock will be accrued when declared and recorded as short-term or long-term liabilities, dependent on the time remaining until payment of the dividends, and paid in cash when the award vests. Upon issuance, the restricted stock awards will be included in the outstanding shares of our common stock. The Compensation Committee of the Targa board of directors (the “Compensation Committee”) awarded our common stock to our outside directors. In 2024, 2023 and 2022, we issued

23,984
,

23,518
and

31,117
shares of director grants with weighted average grant-date fair values of $

85.70
, $

74.13
and $

56.32
, respectively.

Restricted Stock Units Awards – RSUs are similar to restricted stock, except that shares of common stock are not issued until the RSUs vest. The vesting periods generally vary from one to six years. In March 2023, the Compensation Committee amended the Restricted Stock Units Grant Agreements that govern the RSUs that vest no later than three years following the RSUs’ grant date. The amendment resulted in quarterly cash dividend payments to RSU holders beginning with the common stock dividend paid in May 2023. In 2024, 2023 and 2022, we issued

415,467
,

587,326
and

943,352
shares of RSUs with weighted average grant-date fair values of $

117.95
, $

78.69
and $

63.87
, respectively.

The following table summarizes the restricted stock awards and RSUs under the 2010 TRGP Plan in shares and in dollars for the year indicated.

	Number of shares	Weighted Average Grant-Date Fair Value
Outstanding at December 31, 2023	2,307,796	$ 57.84
Granted	439,451	116.19
Forfeited	(74,733)	67.55
Vested	(902,462)	42.06
Outstanding at December 31, 2024	1,770,052	79.96

Performance Share Units

During 2024, 2023 and 2022, we granted 131,816, 140,020 and 173,011 performance share units ("PSUs") to executive management for the 2024, 2023 and 2022 compensation cycle that will vest/have vested in January 2027, January 2026 and January 2025. The PSUs granted under the 2010 TRGP Plan are three-year equity-settled awards linked to the performance of shares of our common stock. The awards also include dividend equivalent rights ("DERs") that are based on the notional dividends accumulated during the vesting period.

The vesting of the PSUs is dependent on the satisfaction of a combination of certain service-related conditions and the Company's total shareholder return ("TSR") relative to the TSR of the members of a specified comparator group of publicly-traded midstream companies (the "LTIP Peer Group") measured over designated periods. For the PSUs granted in 2022, 2023 and 2024, the TSR performance factor is determined by the Compensation Committee based on relative TSR over a cumulative three-year performance period. The Compensation Committee determines a guideline performance percentage for the performance period and the percentage may then be decreased or increased by the Compensation Committee at its discretion. The grantee will become vested in a number of PSUs equal to the target number awarded multiplied by the TSR performance factor, and vested PSUs will be settled by the issuance of Company common stock. The value of DERs will be paid in cash when the awards vest.

Compensation cost for equity-settled PSUs was recognized as an expense over the performance period based on fair value at the grant date. The compensation cost will be reduced if forfeitures occur. Fair value was calculated using a simulated share price that incorporates peer ranking. DERs associated with equity-settled PSUs were accrued over the performance period as a reduction of owners' equity. We evaluated the grant date fair value using a Monte Carlo simulation model and historical volatility assumption with an expected term of three years. The expected volatilities were 34%, 38% and 80% for PSUs granted in 2024, 2023 and 2022.

The following table summarizes the PSUs under the 2010 TRGP Plan in shares and in dollars for the years indicated.

	Number of shares	Weighted Average Grant-Date Fair Value
Outstanding at December 31, 2023	596,300	$ 85.78
Granted	131,816	147.66
Forfeited	(4,625)	143.14

Vested	(310,397)	56.36
Outstanding at December 31, 2024	413,094	126.99

Stock Compensation Expense

Stock compensation expense under our plans totaled $

63.2
million, $

62.4
million and $

57.5
million for the years ended December 31, 2024, 2023 and 2022, respectively. As of December 31, 2024, we have $

89.0
million of unrecognized compensation expense associated with share-based awards and an approximate remaining weighted average vesting period of 2.2 years related to our various compensation plans.

The fair values of share-based awards vested in 2024, 2023 and 2022 were $

87.2
million, $

96.8
million and $

93.0
million, respectively. Cash dividends paid for the vested awards were $

5.3
million, $

8.3
million and $

9.6
million for 2024, 2023 and 2022, respectively.

In relation to our equity compensation plans, we recognized $

14.2
million, $

17.0
million and $

6.7
million in windfall tax benefits for the years ended December 31, 2024, 2023 and 2022, respectively.

Subsequent Events

In January 2025, the Compensation Committee made the following awards under the 2010 TRGP Plan:

- 9,479 shares of restricted stock to our outside directors that will vest in January 2026 ;
- 77,114 shares of RSUs to executive management for the 2025 compensation cycle that will vest in January 2028 ; and
- 77,114 shares of PSUs to executive management for the 2025 compensation cycle that will vest in January 2028 .

In January 2025, the following shares vested:

- 23,984 shares of director grants with no shares withheld to satisfy tax withholding obligations;
- 155,895 shares of RSUs with 62,089 shares withheld to satisfy tax withholding obligations; and
- 389,476 shares of 2022 PSUs with 149,865 shares withheld to satisfy tax withholding obligations.

Targa 401(k) Plan

We have a 401(k) plan whereby we match 100 % of up to 5 % of an employee's contribution (subject to certain limitations in the plan). We also contribute an amount equal to 3 % of each employee's eligible compensation to the plan as a retirement contribution and may make additional contributions at our sole discretion. All Targa contributions are made 100 % in cash. We made contributions to the 401(k) plan totaling $ 35.1 million, $ 32.3 million and $ 26.6 million during the years ended December 31, 2024, 2023 and 2022, respectively.

Note 22 — Segment Information

We operate in two primary segments: (i) Gathering and Processing, and (ii) Logistics and Transportation (also referred to as the Downstream Business). Our reportable segments include operating segments that have been aggregated based on the nature of the products and services provided.

Our Gathering and Processing segment includes assets used in the gathering and/or purchase and sale of natural gas produced from oil and gas wells, removing impurities and processing this raw natural gas into merchantable natural gas by extracting NGLs; and assets used for the gathering and terminaling and/or purchase and sale of crude oil. The Gathering and Processing segment's assets are located in the Permian Basin of West Texas and Southeast New Mexico (including the Midland, Central and Delaware Basins); the Eagle Ford Shale in South Texas; the Barnett Shale in North Texas; the Anadarko, Ardmore, and Arkoma Basins in Oklahoma (including the SCOOP and STACK) and South Central Kansas; the Williston Basin in North Dakota (including the Bakken and Three Forks plays); and the onshore and near offshore regions of the Louisiana Gulf Coast.

Our Logistics and Transportation segment includes the activities and assets necessary to convert mixed NGLs into NGL products and also includes other

assets and value-added services such as transporting, storing, fractionating, terminaling, and marketing of NGLs and NGL products, including services to LPG exporters and certain natural gas supply and marketing activities in support of our other businesses. The Logistics and Transportation segment also includes Grand Prix, which connects our gathering and processing positions in the Permian Basin, Southern Oklahoma and North Texas with our Downstream facilities in Mont Belvieu, Texas. Our Downstream facilities are located predominantly in Mont Belvieu and Galena Park, Texas, and in Lake Charles, Louisiana.

Other contains the unrealized mark-to-market gains/losses related to derivative contracts that were not designated as cash flow hedges. Elimination of inter-segment transactions are reflected in the corporate and eliminations column.

The Company's chief operating decision maker ("CODM") is the Chief Executive Officer. The Company's CODM assesses the segments' performance by using each segment's operating margin. The CODM uses segment operating margin for the annual budget and forecasting process and to make informed decisions about the allocation of resources.

Reportable segment information is shown in the following tables:

	Year Ended December 31, 2024					
	Gathering and Processing	Logistics and Transportation	Total Reportable Segments	Other	Corporate and Eliminations	Total
Revenues						
Sales of commodities	$ 1,032.8	$ 13,023.6	$ 14,056.4	$ (164.6)	$ —	$ 13,891.8
Fees from midstream services	1,656.7	833.0	2,489.7	—	—	2,489.7
	2,689.5	13,856.6	16,546.1	(164.6)	—	16,381.5
Intersegment revenues						
Sales of commodities	4,118.5	146.1	4,264.6	—	(4,264.6)	—
Fees from midstream services	0.4	27.7	28.1	—	(28.1)	—
	4,118.9	173.8	4,292.7	—	(4,292.7)	—
Revenues	$ 6,808.4	$ 14,030.4	$ 20,838.8	$ (164.6)	$ (4,292.7)	$ 16,381.5
Operating expenses	814.6	362.3	1,176.9	—		
Other segment items (1)	3,681.4	11,313.0	14,994.4	—		
Operating margin	$ 2,312.4	$ 2,355.1	$ 4,667.5	$ (164.6)		
Other financial information:						
Total assets (2)	$ 13,576.6	$ 8,921.6	$ 22,498.2	$ 1.9	$ 234.0	$ 22,734.1
Goodwill	$ 45.2	$ —	$ 45.2	$ —	$ —	$ 45.2
Capital expenditures	$ 1,955.3	$ 1,216.6	$ 3,171.9	$ —	$ 19.9	$ 3,191.8

	Year Ended December 31, 2023					
	Gathering and Processing	Logistics and Transportation	Total Reportable Segments	Other	Corporate and Eliminations	Total
Revenues						

Sales of commodities	$ 1,076.1	$ 12,610.5	$ 13,686.6	$ 275.5	$ —	$ 13,962.1
Fees from midstream services	1,366.5	731.7	2,098.2	—	—	2,098.2
	2,442.6	13,342.2	15,784.8	275.5	—	16,060.3
Intersegment revenues						
Sales of commodities	4,786.3	267.9	5,054.2	—	(5,054.2)	—
Fees from midstream services	2.6	45.7	48.3	—	(48.3)	—
	4,788.9	313.6	5,102.5	—	(5,102.5)	—
Revenues	$ 7,231.5	$ 13,655.8	$ 20,887.3	$ 275.5	$ (5,102.5)	$ 16,060.3
Operating expenses	746.6	332.0	1,078.6	$ —		
Other segment items (1)	4,402.7	11,375.1	15,777.8	—		
Operating margin	$ 2,082.2	$ 1,948.7	$ 4,030.9	$ 275.5		
Other financial information:						
Total assets (2)	$ 12,685.2	$ 7,777.8	$ 20,463.0	$ 4.2	$ 204.6	$ 20,671.8
Goodwill	$ 45.2	$ —	$ 45.2	$ —	$ —	$ 45.2
Capital expenditures	$ 1,514.7	$ 910.0	$ 2,424.7	$ —	$ 18.9	$ 2,443.6

	Year Ended December 31, 2022					
	Gathering and Processing	**Logistics and Transportation**	**Total Reportable Segments**	**Other**	**Corporate and Eliminations**	**Total**
Revenues						
Sales of commodities	$ 919.7	$ 18,448.7	$ 19,368.4	$ (302.4)	$ —	$ 19,066.0
Fees from midstream services	1,157.3	706.5	1,863.8	—	—	1,863.8
	2,077.0	19,155.2	21,232.2	(302.4)	—	20,929.8
Intersegment revenues						

Sales of commodities	9,169.4	541.7	9,711.1	—	(9,711.1)	—
Fees from midstream services	0.6	45.2	45.8	—	(45.8)	—
	9,170.0	586.9	9,756.9	—	(9,756.9)	—
Revenues	$ 11,247.0	$ 19,742.1	$ 30,989.1	$ (302.4)	$ (9,756.9)	$ 20,929.8
Operating expenses	611.8	300.2	912.0	$ —		
Other segment items (1)	8,654.2	17,985.6	26,639.8	—		
Operating margin	$ 1,981.0	$ 1,456.3	$ 3,437.3	$ (302.4)		
Other financial information:						
Total assets (2)	$ 12,133.6	$ 7,175.7	$ 19,309.3	$ —	$ 250.7	$ 19,560.0
Goodwill	$ 45.2	$ —	$ 45.2	$ —	$ —	$ 45.2
Capital expenditures	$ 918.1	$ 453.0	$ 1,371.1	$ —	$ 23.3	$ 1,394.4

(1) “Other segment items” represents Product purchases and fuel.

(2) Assets in the Corporate and Eliminations column primarily include tax-related assets, cash, prepaids and debt issuance costs for our revolving credit facilities.

The following table shows our consolidated revenues disaggregated by product and service for the periods presented:

	Year Ended December 31,		
	2024	2023	2022
Sales of commodities:			
Revenue recognized from contracts with customers:			
Natural gas	$ 1,241.1	$ 2,421.3	$ 5,470.2
NGL	12,372.5	10,580.2	13,785.2
Condensate and crude oil	523.6	519.5	565.3
	14,137.2	13,521.0	19,820.7
Non-customer revenue:			
Derivative activities - Hedge	67.8	153.4	(373.0)
Derivative activities - Non-hedge (1)	(313.2)	287.7	(381.7)
	(245.4)	441.1	(754.7)
Total sales of commodities	13,891.8	13,962.1	19,066.0
Fees from midstream services:			
Revenue recognized from contracts with customers:			
Gathering and processing	1,632.8	1,342.8	1,137.2
NGL transportation, fractionation and services	298.4	261.1	285.1
Storage, terminaling and export	497.9	440.7	372.2
Other	60.6	53.6	69.3
Total fees from midstream services	2,489.7	2,098.2	1,863.8
Total revenues	$ 16,381.5	$ 16,060.3	$ 20,929.8

(1) Represents derivative activities that are not designated as hedging instruments under ASC 815.

The following table shows a reconciliation of reportable segment Operating margin to Income (loss) before income taxes for the periods presented:

	Year Ended December 31,		
	2024	2023	2022
Reconciliation of reportable segment operating margin to income (loss) before income taxes:			
Total reportable segments operating margin	$ 4,667.5	$ 4,030.9	$ 3,437.3
Other operating margin	(164.6)	275.5	(302.4)

Depreciation and amortization expense	(1,423.0)	(1,329.6)	(1,096.0)
General and administrative expense	(384.9)	(348.7)	(309.7)
Other operating income (expense)	0.4	(1.5)	(0.2)
Interest expense, net	(767.2)	(687.8)	(446.1)
Equity earnings (loss)	9.4	9.0	9.1
Gain (loss) from financing activities	(0.8)	(2.1)	(49.6)
Gain (loss) from sale of equity method investment	—	—	435.9
Other, net	1.2	(3.2)	(15.1)
Income (loss) before income taxes	$ 1,938.0	$ 1,942.5	$ 1,663.2

Exhibit 4.4

DESCRIPTION OF REGISTRANT'S SECURITIES
REGISTERED PURSUANT TO SECTION 12 OF THE
SECURITIES EXCHANGE ACT OF 1934

The following description of the capital stock of Targa Resources Corp. (the "Company," "we," "us" and "our") does not purport to be complete and is qualified in its entirety by reference to the provisions of applicable law and to our amended and restated certificate of incorporation and amended and restated bylaws.

Common Stock

The authorized common stock of the Company consists of 450,000,000 shares of common stock, $0.001 par value per share ("common stock").

Our common stock is listed on the New York Stock Exchange (the "NYSE") under the symbol "TRGP."

Except as provided by law or in a preferred stock designation, holders of common stock are entitled to one vote for each share held of record on all matters submitted to a vote of the stockholders, have the exclusive right to vote for the election of directors and do not have cumulative voting rights. Except as otherwise required by law, holders of common stock, as such, are not entitled to vote on any amendment to the certificate of incorporation (including any certificate of designations relating to any series of preferred stock) that relates solely to the terms of any outstanding series of preferred stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to the certificate of incorporation (including any certificate of designations relating to any series of preferred stock) or pursuant to the General Corporation Law of the State of Delaware (the "DGCL"). Subject to preferences that may be applicable to any outstanding shares or series of preferred stock, holders of common stock are entitled to receive ratably such dividends (payable in cash, stock or otherwise), if any, as may be declared from time to time by our board of directors out of funds legally available for dividend payments. All outstanding shares of common stock are fully paid and non-assessable. The holders of common stock have no preferences or rights of conversion, exchange, preemption or other subscription rights. There are no redemption or sinking fund provisions applicable to the common stock. In the event of any liquidation, dissolution or winding-up of our affairs, holders of common stock will be entitled to share ratably in our assets that are remaining after payment or provision for payment of all of our debts and obligations and after liquidation payments to holders of outstanding shares of preferred stock, if any.

Preferred Stock

The authorized preferred stock of the Company consists of 100,000,000 shares of preferred stock, $0.001 par value per share ("preferred stock") of which no shares are outstanding.

Our amended and restated certificate of incorporation authorizes our board of directors, subject to any limitations prescribed by law, without further stockholder approval, to establish and to issue from time to time one or more classes or series of preferred stock. Each class or series of preferred stock will cover the number of shares and will have the powers, preferences, rights, qualifications, limitations and restrictions determined by the board of directors, which may include, among others, dividend rights, liquidation preferences, voting rights, conversion rights, preemptive rights and redemption rights. Except as provided by law or in a preferred stock designation, the holders of preferred stock will not be entitled to vote at or receive notice of any meeting of stockholders.

In March 2016, we issued 965,100 shares of Series A Preferred Stock, which rank senior to our common stock with respect to distribution rights and rights upon liquidation. Subject to certain exceptions, so long as any Series A Preferred Stock remains outstanding, we may not declare any dividend or distribution on our common stock unless all accumulated and unpaid dividends have been declared and paid on the Series A Preferred Stock. In the event of our liquidation, winding-up or dissolution, the holders of the Series A Preferred Stock would have the right to receive proceeds from any such transaction before the holders of the common stock. Distributions on shares of Series A Preferred Stock are paid quarterly out of funds legally available for payment, in an amount equal to an annual rate of 9.5% ($95.00 per share annualized) of $1,000 per share of Series A Preferred Stock, subject to certain adjustments.

The certificate of designations governing the Series A Preferred Stock provides the holders of the Series A Preferred Stock with the right to vote, under certain conditions, on an as-converted basis with our common stockholders on matters submitted to a stockholder vote. So long as any Series A Preferred Stock is outstanding, subject to certain exceptions, the affirmative vote or consent of the holders of at least a majority of the outstanding Series A Preferred Stock, voting together as a separate class, will be necessary for effecting or validating, among other things: (i) any issuance of stock senior to the Series A Preferred Stock, (ii) any issuance, authorization or creation of, or any increase by any of our consolidated subsidiaries of any issued or authorized amount of, any

specific class or series of securities, (iii) any issuance by us of parity stock, subject to certain exceptions and (iv) any incurrence of indebtedness by us and our consolidated subsidiaries for borrowed monies, other than under our existing credit agreement and Targa Resources Partners LP's existing credit agreement (or replacement commercial bank credit facilities) in an aggregate amount up to $2.75 billion, or indebtedness that complies with a specified fixed charge coverage ratio.

Anti-Takeover Provisions of Our Amended and Restated Certificate of Incorporation, Our Amended and Restated Bylaws and Delaware Law

Some provisions of Delaware law, our amended and restated certificate of incorporation and our amended and restated bylaws described below, contain provisions that could make the following transactions more difficult: acquisitions of us by means of a tender offer, a proxy contest or otherwise and removal of our incumbent officers and directors. These provisions may also have the effect of preventing changes in our management. It is possible that these provisions could make it more difficult to accomplish or could deter transactions that stockholders may otherwise consider to be in their best interest or in our best interests, including transactions that might result in a premium over the market price for our shares.

These provisions, summarized below, are expected to discourage coercive takeover practices and inadequate takeover bids. These provisions are also designed to encourage persons seeking to acquire control of us to first negotiate with us. We believe that the benefits of increased protection and our potential ability to negotiate with the proponent of an unfriendly or unsolicited proposal to acquire or restructure us outweigh the disadvantages of discouraging these proposals because, among other things, negotiation of these proposals could result in an improvement of their terms.

Delaware Law

Pursuant to our amended and restated certificate of incorporation, we are subject to the provisions of Section 203 of the DGCL. In general, those provisions prohibit a Delaware corporation, including those whose securities are listed for trading on the NYSE, from engaging in any business combination with any interested stockholder for a period of three years following the date that the stockholder became an interested stockholder, unless:

- the transaction is approved by the board of directors before the date the interested stockholder attained that status;
- after the completion of the transaction that resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced; or
- on or after such time as such person becomes an interested stockholder, the business combination is approved by the board of directors and authorized at a meeting of stockholders by at least two-thirds of the outstanding voting stock that is not owned by the interested stockholder.

Section 203 defines "business combination" to include the following:

- any merger or consolidation involving the corporation and the interested stockholder;
- any sale, transfer, pledge or other disposition (in one or a series of transactions) of 10% or more of the assets of the corporation involving the interested stockholder;
- subject to certain exceptions, any transaction that results in the issuance or transfer by the corporation of any stock of the corporation to the interested stockholder;
- subject to certain exceptions, any transaction involving the corporation that has the effect of increasing the proportionate share of the stock of any class or series of the corporation beneficially owned by the interested stockholder; or
- the receipt by the interested stockholder of the benefit, directly or indirectly, of any loans, advances, guarantees, pledges or other financial benefits provided by or through the corporation.

In general, Section 203 defines an interested stockholder as any entity or person beneficially owning 15% or more of the outstanding voting stock of the corporation and any entity or person affiliated with or controlling or controlled by any of these entities or persons.

Certificate of Incorporation and Bylaws

Among other things, our amended and restated certificate of incorporation and amended and restated bylaws:

- provide advance notice procedures with regard to stockholder proposals relating to the nomination of candidates for election as directors or new business to be brought before meetings of our stockholders, which may preclude our stockholders from bringing matters before our stockholders at an annual or special meeting;

- these procedures provide that notice of stockholder proposals must be timely given in writing to and received by our corporate secretary prior to the meeting at which the action is to be taken;
- generally, to be timely, notice must be received at our principal executive offices not less than 90 days nor more than 120 days prior to the first anniversary date of the annual meeting for the preceding year;
- the notice must set forth specific information regarding the stockholder and the proposal or director nominee, as described in our amended and restated bylaws (which requirements are in addition to those set forth in the regulations adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934);

• provide that a stockholder or group of up to 20 stockholders (with funds having specified relationships constituting a single stockholder), owning 3% or more of our common stock continuously for at least three years, may nominate and include in our proxy materials director nominees constituting up to 20% of the board of directors (rounded down to the nearest whole number), provided that the nominating stockholder(s) and the nominee(s) have satisfied the requirements specified in our amended and restated bylaws and subject to the other terms and conditions set forth in our amended and restated bylaws;

• provide our board of directors the ability to authorize undesignated preferred stock. This ability makes it possible for our board of directors to issue, without stockholder approval, preferred stock with voting or other rights or preferences that could impede the success of any attempt to change control of us. These and other provisions may have the effect of deterring hostile takeovers or delaying changes in control or management of our company;

• provide that our board of directors shall be divided into three classes of directors as determined by resolution of our board of directors;

• provide that the authorized number of directors may be changed only by resolution of our board of directors;

• provide that all vacancies, including newly created directorships, may, except as otherwise required by law, be filled by the affirmative vote of a majority of directors then in office, even if less than a quorum;

• provide that any action required or permitted to be taken by the stockholders must be effected at a duly called annual or special meeting of stockholders and may not be effected by any consent in writing in lieu of a meeting of such stockholders, subject to the rights of the holders of any series of preferred stock;

• provide that directors may be removed only for cause and only by the affirmative vote of holders of at least a majority of the voting power of our then outstanding common stock;

• provide that our amended and restated certificate of incorporation and amended and restated bylaws may be amended by the affirmative vote of the holders of at least 66 2/3% of our then outstanding common stock;

• provide that special meetings of our stockholders may only be called at the request in writing by a majority of our board of directors, by our chief executive officer or by the chairman of the board; and

• provide that our amended and restated bylaws can be amended or repealed by our board of directors or our stockholders.

Execution Version

Deal CUSIP: 87611EAK3
Revolver CUSIP: 87611EAL1

CREDIT AGREEMENT

dated as of February 18, 2025

among

TARGA RESOURCES CORP.,

as the Borrower,

BANK OF AMERICA, N.A.,
as the Administrative Agent and Swing Line Lender,

and

BOFA SECURITIES, INC.,

PNC CAPITAL MARKETS LLC, TRUIST BANK, BARCLAYS BANK PLC, CAPITAL ONE, NATIONAL ASSOCIATION, CITIBANK, N.A., ROYAL BANK OF CANADA, WELLS FARGO BANK, NATIONAL ASSOCIATION, JPMORGAN CHASE BANK, N.A., MUFG BANK, LTD., TD SECURITIES (USA) LLC and MIZUHO BANK, LTD.

as the Co-Syndication Agents,

GOLDMAN SACHS BANK USA, MORGAN STANLEY SENIOR FUNDING, INC., REGIONS BANK, SUMITOMO MITSUI BANKING CORPORATION, and CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK BRANCH

as the Co-Documentation Agents,

and

The Other Lenders and L/C Issuers Party Hereto

BOFA SECURITIES, INC.,

PNC CAPITAL MARKETS LLC, TRUIST SECURITIES, INC., BARCLAYS BANK PLC, CAPITAL ONE, NATIONAL ASSOCIATION, CITIBANK, N.A., ROYAL BANK OF CANADA, WELLS FARGO SECURITIES, LLC, JPMORGAN CHASE BANK, N.A., MUFG BANK, LTD., TD SECURITIES (USA) LLC,

and

MIZUHO BANK, LTD.,

as

Joint Lead Arrangers and Co-Book Managers

$3,500,000,000 Revolving Credit Facility

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SCHEDULES

EXHIBITS

CREDIT AGREEMENT

This CREDIT AGREEMENT (this "Agreement") is entered into as of February 18, 2025, among Targa Resources Corp., a Delaware corporation (the "Borrower"), each lender from time to time party hereto (collectively, the "Lenders" and individually, a "Lender"), each L/C Issuer from time to time party hereto and Bank of America, N.A., as Administrative Agent and Swing Line Lender.

RECITALS

In consideration of the mutual covenants and agreements herein contained, the parties hereto hereby covenant and agree as follows:

ARTICLE I.
DEFINITIONS AND ACCOUNTING TERMS

1.01 **Defined Terms.** As used in this Agreement, the following terms shall have the meanings set forth below:

"Administrative Agent" means Bank of America in its capacity as administrative agent under any of the Loan Documents, or any successor administrative agent.

"Administrative Agent's Office" means the Administrative Agent's address and, as appropriate, account as set forth on Schedule 10.02, or such other address or account as the Administrative Agent may from time to time notify to the Borrower and the Lenders.

"Administrative Questionnaire" means an Administrative Questionnaire in a form supplied by the Administrative Agent.

"Affected Financial Institution" means (a) any EEA Financial Institution or (b) any UK Financial Institution.

"Affiliate" means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"Agent Fee Letter" means that certain letter agreement, dated January 7, 2025, among the Borrower, Bank of America and BofA Securities, Inc.

"Agent-Related Persons" means, with respect to any Agent, such Agent, together with its Affiliates, and the officers, directors, employees, agents, advisors and attorneys-in-fact of such Agent and its Affiliates.

"Agents" means, collectively, the Administrative Agent and the Co-Syndication Agents.

"Aggregate Credit Facility Amount" means the sum of the Revolving Credit Facility plus the Term Facility.

"Applicable Percentage" means (a) in respect of the Term Facility (of a specified tranche, if applicable), with respect to any Term Lender (of a specified tranche, if applicable) at any time, the percentage (carried out to the ninth decimal place) of the Term Facility (of a specified tranche, if applicable) represented by the principal amount of such Term Lender's Term Loans at such time and (b) in respect of the Revolving Credit Facility, with respect to any Revolving Credit Lender at any time, the percentage (carried out to the ninth decimal place) of the Revolving Credit Facility represented by such Revolving Credit Lender's Revolving Credit Commitment at such time. If the Revolving Credit Commitment of each Revolving Credit Lender to make Revolving Credit Loans and the obligation of each L/C Issuer to make L/C Credit Extensions have been terminated pursuant to Section 8.02, or if the Revolving Credit Commitments have expired, then the Applicable Percentage of each Lender in respect of the Revolving Credit Facility shall be determined based on the Applicable Percentage of such Revolving Credit Lender in respect of the Revolving Credit Facility most recently in effect, giving effect to any subsequent assignments. The initial Applicable Percentage of each Revolving Credit Lender in respect of the Revolving Credit Facility is set forth opposite the name of such

Revolving Credit Lender on Schedule 2.01 or in the Assignment and Assumption or the Incremental Supplement pursuant to which such Lender becomes a party hereto, as applicable, and the initial Applicable Percentage of each Term Lender in respect of the Term Facility is set forth opposite the name of such Term Lender in the Incremental Supplement establishing such Term Loan.

"Applicable Rate" means (a) in respect of the Term Facility, the rates per annum set forth in the Incremental Supplement establishing the terms of such Term Loans and (b) in respect of the Revolving Credit Facility, the percentages per annum set forth in the Debt Ratings-Based Pricing Grid below, based upon, as of any date of determination, the Debt Ratings then in effect:

Debt Ratings-Based Pricing Grid

Pricing Level	Debt Ratings (S&P/Moody's)	Commitment Fee	Revolver Term SOFR Rate/SOFR Daily Floating Rate	Revolver Base Rate
1	At least A-/A3	0.10%	1.00%	0%
2	BBB+/Baa1	0.125%	1.125%	0.125%
3	BBB/Baa2	0.15%	1.25%	0.25%
4	BBB-/Baa3	0.20%	1.50%	0.50%
5	BB+/Ba1 or less	0.275%	1.625%	0.625%

If the Borrower has two Debt Ratings and the Debt Ratings are split, the higher of such Debt Ratings shall apply (with the Debt Rating for Pricing Level 1 being the highest and the Debt Rating for Pricing Level 5 being the lowest); provided, that (a) if the higher Debt Rating is two or more levels above the lower Debt Rating, the Debt Rating next below the higher of the two shall apply, (b) if the Borrower has only one Debt Rating, then the other Rating Agency shall be deemed to have established a Debt Rating of the same level, and (c) if the Borrower does not have any Debt Rating, Pricing Level 5 shall apply. Each change in the Applicable Rate resulting from a publicly announced change in the Debt Rating shall be effective during the period commencing on the date of the public announcement thereof and ending on the date immediately preceding the effective date of the next such change. If a Rating Agency no longer has a Debt Rating for the Borrower, the rating system of a Rating Agency shall change, or if any such Rating Agency shall cease to be in the business of rating corporate debt obligations, the Borrower and the Lenders shall negotiate in good faith to amend this definition to reflect such changed rating system or the unavailability of ratings from such Rating Agency and, pending the effectiveness of any such amendment, the Applicable Rate shall be determined without reference to the affected Rating Agency.

"Applicable Revolving Credit Percentage" means with respect to any Revolving Credit Lender at any time, such Revolving Credit Lender's Applicable Percentage in respect of the Revolving Credit Facility at such time.

"Appropriate Lender" means, at any time, (a) with respect to the Term Facility, a Lender that holds a Term Loan at such time, (b) with respect to the Revolving Credit Facility, a Lender that has a Revolving Credit Commitment or holds a Revolving Credit Loan at such time and (c) with respect to the Swing Line Sublimit, the Swing Line Lender.

"Approved Fund" means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"Arranger" means each of BofA Securities, Inc., PNC Bank, National Association, Truist Securities, Inc., Barclays Bank PLC, Capital One, National Association, Citibank, N.A., Royal Bank of Canada, Wells Fargo Securities, LLC, JPMorgan Chase Bank, N.A., MUFG Bank, Ltd., TD Securities (USA) LLC and Mizuho Bank, Ltd., each in its capacity as a joint lead arranger.

"Arranger Fee Letter" means that certain letter agreement, dated February 18, 2025, among the Borrower and the Arrangers party thereto.

"Assignee Group" means two or more Eligible Assignees that are Affiliates of one another or two or more Approved Funds managed by the same investment advisor.

"Assignment and Assumption" means an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 10.06(b)), and accepted by the Administrative Agent, in substantially the form of Exhibit E or any other form (including electronic documentation generated by use of an electronic platform) approved by the Administrative Agent.

"Attributable Indebtedness" means, on any date, (a) in respect of any Capital Lease of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP, and (b) in respect of any Synthetic Lease Obligation, the capitalized amount of the remaining lease payments under the relevant lease that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP if such lease were accounted for as a Capital Lease.

"Audited Financial Statements" means the audited Consolidated balance sheet of the Borrower and its Subsidiaries for the fiscal year ended December 31, 2023, and the related Consolidated statements of income or operations, shareholders' equity and cash flows for such fiscal year of the Borrower and its Subsidiaries, including the notes thereto.

"Availability Period" means, in respect of the Revolving Credit Facility, the period from and including the Closing Date to the earliest of (a) the Maturity Date for the Revolving Credit Facility, (b) the date of termination of the Revolving Credit Commitments pursuant to Section 2.06, and (c) the date of termination of the commitment of each Revolving Credit Lender to make Revolving Credit Loans and of the obligation of each L/C Issuer to make L/C Credit Extensions pursuant to Section 8.02.

"Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

"Bail-In Legislation" means (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation, rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

"Bank of America" means Bank of America, N.A. and its successors.

"Base Rate" means for any day a fluctuating rate per annum equal to the highest of (a) the Federal Funds Rate plus 1/2 of 1%, (b) the rate of interest in effect for such day as publicly announced from time to time by Bank of America as its "prime rate", (c) the Term SOFR plus 1.00%, and (d) 0.00%. The "prime rate" is a rate set by Bank of America based upon various factors including Bank of America's costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any change in such prime rate announced by Bank of America shall take effect at the opening of business on the day specified in the public announcement of such change. If the Base Rate is being used as an alternate rate of interest pursuant to Section 3.03 hereof, then the Base Rate shall be the greater of clauses (a) and (b) above and shall be determined without reference to clause (c) above.

"Base Rate Loan" means a Revolving Credit Loan or a Term Loan that bears interest based on the Base Rate.

"Benefit Plan" means any of (a) an "employee benefit plan" within the meaning of Section 3(3) of ERISA that is subject to Title I of ERISA, (b) a "plan" as defined in Section 4975 of the Code or (c) any Person whose assets

include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan".

"Borrower" has the meaning specified in the introductory paragraph hereto.

"Borrower Materials" has the meaning specified in Section 6.02.

"Borrowing" means a Revolving Credit Borrowing, a Swing Line Borrowing, or a Term Borrowing, as the context may require.

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, the state where the Administrative Agent's Office is located and, if such day relates to any Term SOFR Loan, in New York City.

"Capital Lease" means each lease that has been or is required to be, in accordance with GAAP, classified and accounted for as a capital lease or financing lease. Any lease that was treated as an operating lease under GAAP at the time it was entered into that later becomes a capital lease or financing lease as a result of a change in GAAP during the life of such lease, including any renewals, shall be treated as an operating lease for all purposes under this Agreement.

"Capital Lease Obligation" means, with respect to any Person and a Capital Lease, the amount of the obligation of such Person as the lessee under such Capital Lease which would, in accordance with GAAP, appear as a liability on a balance sheet of such Person as of the date of any determination thereof.

"Cash Collateralize" means to pledge and deposit with or deliver to the Administrative Agent, for the benefit of the Administrative Agent, each L/C Issuer or Swing Line Lender (as applicable) and the Lenders, as collateral for L/C Obligations, Obligations in respect of Swing Line Loans, or obligations of Lenders to fund participations in respect of either thereof (as the context may require), cash or deposit account balances or, if such L/C Issuer or Swing Line Lender benefiting from such collateral shall agree in its sole discretion, other credit support, in each case pursuant to documentation in form and substance reasonably satisfactory to (a) the Administrative Agent and (b) the applicable L/C Issuer or the Swing Line Lender (as applicable). "Cash Collateral" shall have a meaning correlative to the foregoing and shall include the proceeds of such cash collateral and other credit support.

"Cash Management Obligations" means obligations owed by the Borrower or any Subsidiary to any Lender or any Affiliate of a Lender in respect of any obligations, overdraft and related liabilities arising from treasury, depository and cash management services, commercial credit card and merchant card services or any automated clearing house transfers of funds.

"Certain Items" means such items that are required to be included in the calculation of net income in accordance with GAAP that either (a) are noncash or (b) by their nature are separately identifiable from the Borrower and its Subsidiaries' normal business operations and are likely to occur only sporadically, and are reflected as such in the Form 10-K annual report of the Borrower or in the Form 10-Q quarterly report of the Borrower, in each case filed with the SEC. For the avoidance of doubt, Certain Items shall be unadjusted for noncontrolling interests related thereto.

"Change in Law" means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation or application thereof by any Governmental Authority or (c) the making or issuance of any request, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, regulations, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or United States or foreign regulatory agencies, in each case, pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

"Change of Control" means the earlier to occur of:

(a) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act (but excluding any employee benefit plan of such person and its Subsidiaries, or any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan)), shall become the "beneficial owner" (as defined in Rules 13(d)-3 and 13(d)-5 under such Act), directly or indirectly, of more than fifty percent (50%) of outstanding Voting Stock of the Borrower; or

(b) during any period of 12 consecutive months, a majority of the members of the board of directors or other equivalent governing body of the Borrower shall cease to be composed of individuals (i) who were members of that board or equivalent governing body on the first day of such period, (ii) whose election or nomination to that board or equivalent governing body was approved by individuals referred to in clause (i) above constituting at the time of such election or nomination at least a majority of that board or equivalent governing body or (iii) whose election or nomination to that board or other equivalent governing body was approved by individuals referred to in clauses (i) and (ii) above constituting at the time of such election or nomination at least a majority of that board or equivalent governing body.

"Closing Date" means the first date all the conditions precedent in Section 4.01 are satisfied or waived in accordance with Section 10.01.

"CME" means CME Group Benchmark Administration Limited.

"Co-Syndication Agents" means each of BofA Securities, Inc., PNC Bank, National Association, Truist Bank, Barclays Bank PLC, Capital One, National Association, Citibank, N.A., Royal Bank of Canada, Wells Fargo Bank, National Association, JPMorgan Chase Bank, N.A., MUFG Bank, Ltd., TD Securities (USA) LLC and Mizuho Bank, Ltd., each in its respective capacity as co-syndication agent.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Collateral" means all property of any kind which is subject to a Lien in favor of Secured Parties (or in favor of the Administrative Agent for the benefit of Secured Parties) or which, under the terms of any Security Document, is purported to be subject to such a Lien, in each case granted or created to secure all or part of the Obligations, the Cash Management Obligations and the Secured Swap Obligations (except for Separate Collateral). As of the Closing Date, there is no Collateral.

"Committed Loan Notice" means a notice of (a) a Term Borrowing, (b) a Revolving Credit Borrowing, (c) a conversion of Loans from one Type to the other, or (d) a continuation of Term SOFR Loans, pursuant to Section 2.02(a), which, if in writing, shall be substantially in the form of Exhibit A or such other form as may be approved by the Administrative Agent (including any form on an electronic platform or electronic transmission system as shall be approved by the Administrative Agent), appropriately completed and signed by a Responsible Officer of the Borrower.

"Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

"Communication" means this Agreement, any Loan Document and any document, any amendment, approval, consent, information, notice, certificate, request, statement, disclosure or authorization related to any Loan Document.

"Compliance Certificate" means a certificate substantially in the form of Exhibit D.

"Conforming Changes" means, with respect to the use, administration of or any conventions associated with SOFR or any proposed Successor Rate or Term SOFR, as applicable, any conforming changes to the definitions of "Base Rate", "SOFR", "Term SOFR", "SOFR Daily Floating Rate" and "Interest Period", timing and frequency of determining rates and making payments of interest and other technical, administrative or operational matters (including, for the avoidance of doubt, the definitions of "Business Day" and "U.S. Government Securities Business Day", timing of borrowing requests or prepayment, conversion or continuation notices and length of lookback periods)

as may be appropriate, in the discretion of the Administrative Agent, to reflect the adoption and implementation of such applicable rate(s) and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent determines that adoption of any portion of such market practice is not administratively feasible or that no market practice for the administration of such rate exists, in such other manner of administration as the Administrative Agent determines is reasonably necessary in connection with the administration of this Agreement and any other Loan Document).

"Connection Income Taxes" means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

"Consolidated" refers to the consolidation of any Person, in accordance with GAAP, with its properly consolidated Subsidiaries. References herein to a Person's Consolidated financial statements, financial position, financial condition, liabilities, etc. refer to the Consolidated financial statements, financial position, financial condition, liabilities, etc. of such Person and its properly consolidated subsidiaries.

"Consolidated Adjusted EBITDA" means, for any period, Consolidated EBITDA; provided that, (a) if, during the four fiscal quarter period ending on the date for which Consolidated EBITDA is determined, such Person, any Subsidiary of such Person or any entity with respect to which such Person holds an equity method investment shall have made any acquisition of assets, shall have consolidated or merged with or into any Person, or shall have made an acquisition of any Person, Consolidated Adjusted EBITDA may, at such Person's option, be calculated giving pro forma effect thereto, without duplication, as if the acquisition, consolidation or merger had occurred on the first day of such period, which pro forma effect shall be determined in good faith by a financial officer of such Person and (b) Consolidated Adjusted EBITDA may include, at the Borrower's option, any Material Project EBITDA Adjustments as provided below. As used herein, "Material Project EBITDA Adjustments" means, with respect to the construction or expansion of any capital project of the Borrower or any of its Consolidated Subsidiaries, the aggregate capital cost of which (inclusive of capital costs expended prior to the acquisition thereof) is reasonably expected by the Borrower to exceed, or exceeds $10,000,000 (a "Material Project"):

(A) prior to the date on which a Material Project has achieved commercial operation (the "Commercial Operation Date") (but including the fiscal quarter in which such Commercial Operation Date occurs), a percentage (based on the then-current completion percentage of such Material Project as of the date of determination) of an amount to be approved by Administrative Agent as the projected Consolidated EBITDA attributable to such Material Project for the first 12-month period following the scheduled Commercial Operation Date of such Material Project (such amount to be determined based upon projected revenues from customer contracts, projected revenues that are determined by the Administrative Agent, in its discretion, to otherwise be highly probable, the creditworthiness and applicable projected production of the prospective customers, capital and other costs, operating and administrative expenses, scheduled Commercial Operation Date, commodity price assumptions and other factors deemed appropriate by Administrative Agent), which may, at the Borrower's option, be added to actual Consolidated EBITDA for the fiscal quarter in which construction or expansion of such Material Project commences and for each fiscal quarter thereafter until the Commercial Operation Date of such Material Project (including the fiscal quarter in which such Commercial Operation Date occurs, but net of any actual Consolidated EBITDA attributable to such Material Project following such Commercial Operation Date); provided that if the actual Commercial Operation Date does not occur by the scheduled Commercial Operation Date, then the foregoing amount shall be reduced, for quarters ending after the scheduled Commercial Operation Date to (but excluding) the first full quarter after its Commercial Operation Date, by the following percentage amounts depending on the period of delay (based on the period of actual delay or then-estimated delay, whichever is longer): (i) 90 days or less, 0%, (ii) longer than 90 days, but not more than 180 days, 25%, (iii) longer than 180 days but not more than 270 days, 50%, (iv) longer than 270 days but not more than 365 days, 75%, and (v) longer than 365 days, 100%; and

(B) beginning with the first full fiscal quarter following the Commercial Operation Date of a Material Project and for the two immediately succeeding fiscal quarters, an amount equal

to the projected Consolidated EBITDA attributable to such Material Project for the balance of the four full fiscal quarter period following such Commercial Operation Date, which may, at the Borrower's option, be added to actual Consolidated EBITDA for such fiscal quarters.

Notwithstanding the foregoing, no such Material Project EBITDA Adjustment shall be allowed with respect to any Material Project unless:

(X) at least 30 days (or such lesser period as is reasonably acceptable to the Administrative Agent) prior to the last day of the fiscal quarter for which the Borrower desires to commence inclusion of such Material Project EBITDA Adjustment in Consolidated EBITDA with respect to a Material Project (the "Initial Quarter"), the Borrower shall have delivered to Administrative Agent written *pro forma* projections of Consolidated EBITDA attributable to such Material Project, and

(Y) prior to the last day of the Initial Quarter, Administrative Agent shall have approved (such approval not to be unreasonably withheld) such projections and shall have received such other information and documentation as Administrative Agent may reasonably request, all in form and substance satisfactory to Administrative Agent, and

(Z) the aggregate amount of all Material Project EBITDA Adjustments during any period shall be limited to 20% of the total actual Consolidated EBITDA for such period (with total actual Consolidated EBITDA determined for such purpose without including any Material Project EBITDA Adjustments).

"Consolidated EBITDA" means, for any period, the sum of the net income of the Borrower, its Consolidated Subsidiaries for such period, determined on a Consolidated basis in accordance with GAAP consistently applied during such period, plus (a) the following to the extent deducted in calculating such Consolidated net income: (i) all Consolidated Interest Expense for such period, (ii) all Federal, state, local and foreign income taxes (including any franchise taxes to the extent based upon net income), excise and similar taxes and foreign withholding taxes paid or accrued during for such period, including any penalties and interest related thereto, (iii) all depreciation, amortization (including amortization of good will, debt issue costs and amortization) and other non-cash charges (including any provision for the reduction in the carrying value of assets recorded in accordance with GAAP, any extraordinary gains (or losses), any non-cash gains (or losses) resulting from mark to market activity, but excluding any non-cash charges that constitute an accrual of or reserve for future cash charges, and not treating write downs or write offs of receivables as non-cash charges) for such period, (iv) costs and expenses incurred in connection with the transactions contemplated hereby and (v) Certain Items charges or losses minus (b) the following to the extent included in calculating such Consolidated net income, (i) all Federal, state, local and foreign income tax credits for such period, (ii) all non-cash items of income (other than account receivables and similar items arising from the normal course of business and reflected as income under accrual methods of accounting consistent with past practices) for such period and (iii) Certain Items income or gains; provided, however, notwithstanding the foregoing, actual cash distributions to the Borrower and its Consolidated Subsidiaries by any Persons that are not Consolidated Subsidiaries shall be included in calculating Consolidated EBITDA in respect of any fiscal quarter if such distributions (x) are received by the Borrower or any of its Consolidated Subsidiaries on or prior to the date of determination of Consolidated EBITDA for the applicable calculation period and (y) have not been included in calculating Consolidated EBITDA for a prior fiscal quarter.

"Consolidated Funded Indebtedness" means, as of any date, the sum of the following (without duplication): (a) the excess (if any) of (i) the amount of Indebtedness of the Borrower or any of its Consolidated Subsidiaries for borrowed money or evidenced by bonds, debentures, notes, loan agreements or other similar instruments over (ii) to the extent the associated Indebtedness is included in clause (a)(i) above, the amount of any net proceeds of issuances of Indebtedness permitted hereunder by the Borrower or a Subsidiary held in segregated escrow accounts pending a tender or acquisition of outstanding Indebtedness (or similar process), (b) Attributable Indebtedness of the Borrower or any of its Consolidated Subsidiaries in respect of Capital Lease Obligations and Synthetic Lease Obligations and (c) Indebtedness of the Borrower or any of its Consolidated Subsidiaries in respect of Guarantees of Indebtedness of another Person (other than the Borrower or a Consolidated Subsidiary), but in any event excluding the obligations of

the Borrower or any of its Consolidated Subsidiaries under Hybrid Securities up to an aggregate principal amount of 15% of Consolidated Total Capitalization; provided that, notwithstanding the foregoing, principal or similar amounts outstanding under any Permitted Receivables Financing and Non-Recourse Debt shall be excluded from Consolidated Funded Indebtedness (in each case, whether or not on the balance sheet of the Borrower or any of its Consolidated Subsidiaries).

"Consolidated Interest Expense" means, with respect to any period, the sum (without duplication) of all amounts of the Borrower or any of its Consolidated Subsidiaries properly treated as interest expense in accordance with GAAP (eliminating all offsetting debits and credits between the Borrower and its Consolidated Subsidiaries and all other items required to be eliminated in the course of the preparation of Consolidated financial statements of the Borrower and its Consolidated Subsidiaries in accordance with GAAP).

"Consolidated Leverage Ratio" means, for any date of determination (a) Consolidated Funded Indebtedness on such date of determination to (b) Consolidated Adjusted EBITDA for the period of four consecutive fiscal quarters ended on such date.

"Consolidated Net Tangible Assets" means, at any date of determination, the total amount of Consolidated assets of the Borrower and its Consolidated 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 the Consolidated balance sheet of the Borrower and its Consolidated Subsidiaries for the most recently completed fiscal quarter, prepared in accordance with GAAP.

"Consolidated Net Worth" means, at any date of determination, the assets less the liabilities of the Borrower and its Consolidated Subsidiaries, as determined on a Consolidated basis.

"Consolidated Total Capitalization" means the sum of (a) Consolidated Funded Indebtedness and (b) Consolidated Net Worth.

"Contractual Obligation" means, 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.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"Credit Extension" means each of the following: (a) a Borrowing and (b) an L/C Credit Extension.

"Daily Simple SOFR" with respect to any applicable determination date means the SOFR published on such date on the Federal Reserve Bank of New York's website (or any successor source).

"Debt Rating" means, as of any date of determination, with respect to a given Rating Agency, (a) the rating as determined by such Rating Agency of the Borrower's non-credit-enhanced, senior unsecured long-term debt (or, if no such debt is outstanding at such time, then the corporate, issuer or similar rating with respect to the Borrower that has been most recently announced by such Rating Agency); provided, that if none of the foregoing ratings exist with respect to a given Rating Agency, then with respect to such Rating Agency, Debt Rating shall mean, as of any date of determination, (x) the rating as determined by such Rating Agency of TRP's non-credit-enhanced, senior unsecured long-term debt (or, if no such debt is outstanding such time, the corporate, issuer or similar rating with respect to TRP that has been most recently announced by such Rating Agency).

"Debtor Relief Laws" means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership,

insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

"Default" means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

"Default Rate" means (a) when used with respect to Obligations other than Letter of Credit Fees, an interest rate equal to (i) the Base Rate plus (ii) the Applicable Rate, if any, applicable to Base Rate Loans plus (iii) 2% per annum; provided, however, that with respect to a Term SOFR Loan, the Default Rate shall be an interest rate equal to the interest rate (including any Applicable Rate) otherwise applicable to such Loan plus 2% per annum, and (b) when used with respect to Letter of Credit Fees, a rate equal to the Applicable Rate plus 2% per annum.

"Defaulting Lender" means, subject to Section 2.16(b), any Lender that (a) has failed to perform any of its funding obligations hereunder, including in respect of its Loans or participations in respect of Letters of Credit or Swing Line Loans, within two Business Days of the date required to be funded by it hereunder, unless such Lender notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Lender's determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, (b) has notified the Borrower, the Administrative Agent, any L/C Issuer or any Lender in writing that it does not intend to comply with its funding obligations or has made a public statement to that effect with respect to its funding obligations hereunder or generally under other agreements in which it commits to extend credit (unless such writing or public statement relates to such Lender's obligation to fund a Loan hereunder and states that such position is based on such Lender's determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three Business Days after request by the Administrative Agent or Borrower, to confirm in writing to the Administrative Agent and the Borrower that it will comply with its funding obligations hereunder (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the Borrower), or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such capacity, (iii) taken any action in furtherance of, or indicated its consent to, approval of or acquiescence in any such proceeding or appointment or (iv) become the subject of a Bail-In Action; provided that a Lender shall not be a Defaulting Lender solely by virtue of (x) the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority or (y) in the case of a solvent Person, the precautionary appointment of an administrator, guardian, custodian or other similar official by a Governmental Authority under or based on the law of the country where such Person is subject to home jurisdiction supervision if applicable law requires that such appointment not be publicly disclosed, in any such case, where such action does not result in or provide such Person with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

"Designated Jurisdiction" means any country or territory to the extent that such country or territory itself is the subject of any Sanction.

"Disposition" or "Dispose" means the sale, transfer, license, lease or other disposition (including any sale and leaseback transaction and any sale of Equity Interests) of any property by any Person, including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith; provided, that "Disposition" or "Dispose" shall not be deemed to include any issuance by the Borrower of any of its Equity Interest to another Person.

"Dollar" and "$" mean lawful money of the United States.

"EEA Financial Institution" means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial

institution established in an EEA Member Country which is a Subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"EEA Member Country" means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"EEA Resolution Authority" means any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"Eligible Assignee" means any Person that meets the requirements to be an assignee under Section 10.06(b)(iii) and (v) (subject to such consents, if any, as may be required under Section 10.06(b)(iii)).

"Environmental Laws" means any and all Federal, state, local, and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, authorizations, agreements or governmental restrictions relating to pollution and the protection of the environment or the release of any Hazardous Materials into the environment, including those related to hazardous substances or wastes, air emissions and discharges to waste or public systems.

"Environmental Liability" means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Borrower, any other Loan Party or any of their respective Subsidiaries (whether imposed by Law or imposed or assumed by any contract, agreement or other consensual arrangement or otherwise), and directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, or (d) the release or threatened release of any Hazardous Materials into the environment.

"Equity Interests" means, with respect to any Person, all of the shares of capital stock of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

"ERISA" means the Employee Retirement Income Security Act of 1974.

"ERISA Affiliate" means any trade or business (whether or not incorporated) under common control with the Borrower within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code).

"ERISA Event" means (a) a Reportable Event with respect to a Pension Plan; (b) the withdrawal of the Borrower or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which such entity was a "substantial employer" as defined in Section 4001(a)(2) of ERISA or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) a complete or partial withdrawal by the Borrower or any ERISA Affiliate from a Multiemployer Plan; (d) the filing of a notice by the Borrower or an ERISA Affiliate of intent to terminate, or the treatment of a Pension Plan amendment as a termination, under Section 4041 or 4041A of ERISA; (e) the institution by the PBGC of proceedings to terminate a Pension Plan; (f) any event or condition which constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan; or (g) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon the Borrower or any ERISA Affiliate.

"EU Bail-In Legislation Schedule" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"Event of Default" has the meaning specified in Section 8.01.

"Exchange Act" means the Securities Exchange Act of 1934.

"Excluded Swap Obligation" means, with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the Guaranty of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any Guaranty thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act (determined after giving effect to any "keepwell, support or other agreement" for the benefit of such Guarantor and any and all guarantees of such Guarantor's Swap Obligations by other Loan Parties) at the time the Guaranty of such Guarantor, or a grant by such Guarantor of a security interest, becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guaranty or security interest is or becomes excluded in accordance with the first sentence of this definition.

"Excluded Taxes" means, with respect to any Recipient of any payment to be made by or on account of any obligation of the Borrower or any Guarantor under any Loan Document, (a) taxes imposed on or measured by its overall net income (however denominated), and franchise taxes and state gross receipts taxes imposed on it (in lieu of net income taxes), by the jurisdiction (or any political subdivision thereof) under the Laws of which such recipient 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 or that are Other Connection Taxes, (b) any branch profits taxes imposed by the United States or any similar tax imposed by any other jurisdiction in which the Borrower is located, (c) any backup withholding tax that is required by the Code to be withheld from amounts payable to a Recipient, (d) in the case of a Lender, any U.S. federal withholding Taxes (including backup withholding tax) that are required to be imposed on amounts payable to or for the account of such a Lender with respect to an applicable interest in a Loan pursuant to the Laws in force on the date on which such Lender acquires such interest in a Loan (or designates a new Lending Office), other than pursuant to an assignment request under Section 3.06(b) or Section 10.13, except to the extent that such Lender (or its assignor, if any) was entitled, at the time of designation of a new Lending Office (or assignment), to receive additional amounts from the Borrower with respect to such withholding tax pursuant to Section 3.01; (e) Taxes attributable to such Recipient's failure to comply with Section 3.01(e) or (g); and (f) any U.S. federal withholding taxes imposed under FATCA.

"Existing Guaranty" means that certain Continuing Guaranty, dated as of February 17, 2022, among the Borrower, the other guarantors party thereto from time to time, and Bank of America, N.A., as administrative agent.

"Existing Letters of Credit" means any Letter of Credit issued pursuant to the Existing TRC Credit Agreement and are set forth on Schedule 2.03, as of the Closing Date.

"Existing Maturity Date" has the meaning given to such term in Section 2.17(a).

"Existing TRC Credit Agreement" means that certain Credit Agreement, dated as of February 17, 2022, among the Borrower, each lender from time to time party thereto and Bank of America, N.A. as administrative agent, collateral agent, swing line lender and letter of credit issuer.

"Exiting Lender" means any Lender (as defined in the Existing TRC Credit Agreement) which will not have a Revolving Credit Commitment hereunder.

"Extended Maturity Date" has the meaning given to such term in Section 2.17(c).

"Extension Closing Date" has the meaning given to such term in Section 2.17(c).

"Extension Option" has the meaning given to such term in Section 2.17(a).

"Facility" means either the Term Facility or Revolving Credit Facility, as applicable.

"FASB ASC" means the Accounting Standards Codification of the Financial Accounting Standards Board.

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(b)(1) of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such sections of the Code, regulation, official interpretation or agreement.

"Federal Funds Rate" means, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) charged to Bank of America on such day on such transactions as determined by the Administrative Agent.

"Fee Letters" means the Arranger Fee Letter and the Agent Fee Letter.

"Foreign Lender" means any Lender that is organized under the laws of a jurisdiction other than that in which the Borrower is resident for tax purposes. For purposes of this definition, the United States, each State thereof and the District of Columbia shall be deemed to constitute a single jurisdiction.

"FRB" means the Board of Governors of the Federal Reserve System of the United States.

"Fronting Exposure" means, at any time there is a Defaulting Lender, (a) with respect to an L/C Issuer, such Defaulting Lender's Applicable Revolving Credit Percentage of the outstanding L/C Obligations other than L/C Obligations as to which such Defaulting Lender's participation obligation has been reallocated to other Lenders or Cash Collateralized in accordance with the terms hereof, and (b) with respect to the Swing Line Lender, such Defaulting Lender's Applicable Revolving Credit Percentage of Swing Line Loans other than Swing Line Loans as to which such Defaulting Lender's participation obligation has been reallocated to other Lenders or Cash Collateralized in accordance with the terms hereof.

"Fund" means 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 activities.

"GAAP" means generally accepted accounting principles in the United States set forth in the opinions, pronouncements, statements of the Accounting Principles Board, the American Institute of Certified Public Accountants and the Financial Accounting Standards Board, or any successor thereof or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied.

"Governmental Authority" means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"Guarantee" means, as to any Person, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation payable or performable by another Person (the "primary obligor") in any manner, whether directly or indirectly, and including

any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness or other obligation of the payment or performance of such Indebtedness or other obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Indebtedness or other obligation of any other Person, whether or not such Indebtedness or other obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien). The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith. The term "Guarantee" as a verb has a corresponding meaning.

"Guarantors" means, collectively, the Initial Guarantors and each Subsidiary of the Borrower that becomes party to the Guaranty at any time after the Closing Date, including pursuant to the requirements of Section 6.11.

"Guaranty" means that certain Guaranty, dated as of the date hereof, made by the Guarantors in favor of the Administrative Agent, as the same may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time.

"Hazardous Materials" means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

"Hedging Party" means, in each case in its capacity as a party to a Swap Contract, (i) any Person that is a Lender or an Affiliate of a Lender (including any Person that was a Lender or an Affiliate of a Lender on the date of the applicable transaction) and (ii) any other Person designated in writing to the Administrative Agent.

"Hybrid Securities" means any trust preferred securities, or deferrable interest subordinated debt with a maturity of at least 20 years (and not less than one year after the Maturity Date), which provides for the optional or mandatory deferral of interest or distributions, issued by the Borrower, or any business trusts, limited liability companies, limited partnerships or similar entities (a) of which substantially all of the common equity, general partner or similar interests are owned (either directly or indirectly through one or more Consolidated Subsidiaries) at all times by the Borrower or any of its Consolidated Subsidiaries, (b) that have been formed for the purpose of issuing trust preferred securities or deferrable interest subordinated debt, and (c) of which substantially all the assets consist of (i) subordinated debt of the Borrower or any of its Consolidated Subsidiaries and (ii) payments made from time to time on the subordinated debt.

"Incremental Supplement" has the meaning set forth in Section 2.14(e).

"Indebtedness" means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP:

(a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments;

(b) all direct or contingent obligations of such Person arising under letters of credit (including standby and commercial), bankers' acceptances, bank guaranties, surety bonds and similar instruments;

(c) net obligations of such Person under any Swap Contract of the type described in clause (a) of the definition thereof;

(d) all obligations of such Person to pay the deferred purchase price of property or services (other than (i) trade accounts payable in the ordinary course of business and (ii) obligations in respect of earn-outs and purchase price adjustments);

(e) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements and mortgage, industrial revenue bonds, industrial development bonds and similar financings), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse;

(f) all Attributable Indebtedness in respect of Capital Lease Obligations and Synthetic Lease Obligations of such Person;

(g) all obligations of such Person to purchase, redeem, retire, defease or otherwise make any payment in respect of any Equity Interest in such Person (other than as permitted pursuant to Section 7.04) or any other Person, valued, in the case of a redeemable preferred interest, at the greater of its voluntary or involuntary liquidation preference plus accrued and unpaid dividends; and

(h) all Guarantees of such Person in respect of any of the foregoing.

For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, unless and to the extent that such Indebtedness is non-recourse to such Person (and for the avoidance of doubt, in the case of limited recourse debt, to the extent such Indebtedness is non-recourse). The amount of any net obligation under any Swap Contract on any date shall be deemed to be the Swap Termination Value thereof as of such date; provided that obligations of a Person in respect of Swap Contracts shall not constitute "Indebtedness" solely because such obligations are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other Master Agreement. The amount of Indebtedness of any Person for purposes of clause (e) shall be deemed to be equal to the lesser of (i) the aggregate unpaid amount of such Indebtedness and (ii) if and to the extent such Indebtedness is limited in recourse to the property encumbered, the fair market value of the property encumbered thereby, as determined by such Person in good faith.

"Indemnified Taxes" means Taxes other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document.

"Indemnitees" has the meaning specified in Section 10.04(b).

"Information" has the meaning specified in Section 10.07.

"Initial Financial Statements" means (a) the Audited Financial Statements and (b) the unaudited Consolidated financial statements of the Borrower and its Consolidated Subsidiaries as of September 30, 2024.

"Initial Guarantors" means (a) Targa Resources GP LLC, a Delaware limited liability company, (b) Targa Energy GP LLC, a Delaware limited liability company, (c) Targa Resources LLC, a Delaware limited liability company, (d) Targa Resources Partners LP, a Delaware limited partnership, (e) Targa Energy LP, a Delaware limited partnership, (f) Targa GP Inc., a Delaware corporation, (g) Targa LP Inc., a Delaware corporation, and (h) Targa Resources Finance Corporation, a Delaware corporation.

"Interest Payment Date" means, (a) as to any Loan other than a Base Rate Loan, the last day of each Interest Period applicable to such Loan and the Maturity Date; provided, however, that if any Interest Period for a Term SOFR Loan exceeds three months, the respective dates that fall every three months after the beginning of such Interest Period shall also be Interest Payment Dates; and (b) as to any Base Rate Loan or SOFR Daily Floating Rate Loan (including a Swing Line Loan), the last Business Day of each March, June, September and December and the Maturity Date.

"Interest Period" means, as to each Term SOFR Loan, the period commencing on the date such Term SOFR Loan is disbursed or converted to or continued as a Term SOFR Loan and ending on the date one, three, or six months thereafter, as selected by the Borrower in its Committed Loan Notice or such other period that is twelve months or less requested by the Borrower and consented to by all the Lenders; provided that:

(a) any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day (unless, in the case of a Term SOFR Loan, such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day);

(b) any Interest Period pertaining to a Term SOFR Loan 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;

(c) no tenor that has been removed pursuant to Section 3.03 may be selected by the Borrower; and

(d) no Interest Period shall extend beyond the Maturity Date of the Facility under which such Loan was made.

"Investment" means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests of another Person, (b) a loan, advance or capital contribution to, Guarantee or assumption of debt of, or purchase or other acquisition of any other debt or equity participation or interest in, another Person, including any partnership or joint venture interest in such other Person and any arrangement pursuant to which the investor Guarantees Indebtedness of such other Person, or (c) the purchase or other acquisition (in one transaction or a series of transactions) of all or substantially all of the property and assets or business of another Person or assets that constitute a business unit, line of business or division of another Person. For purposes of covenant compliance, the amount of any Investment shall be the amount actually invested, without adjustment for subsequent increases or decreases in the value of such Investment.

"IRS" means the United States Internal Revenue Service.

"ISP" means, with respect to any Letter of Credit, the "International Standby Practices 1998" published by the Institute of International Banking Law & Practice, Inc. (or such later version thereof as may be in effect at the time of issuance of such Letter of Credit).

"Issuer Documents" means with respect to any Letter of Credit, such Letter of Credit, the Letter of Credit Application, and any other document, agreement and instrument entered into by the applicable L/C Issuer and the Borrower (or any Loan Party) or in favor of such L/C Issuer and relating to any such Letter of Credit and the issuance thereof by the applicable L/C Issuer.

"L/C Advance" means, with respect to each Lender, such Lender's funding of its participation in any L/C Borrowing in accordance with its Applicable Revolving Credit Percentage.

"L/C Borrowing" means an extension of credit resulting from a drawing under any Letter of Credit which has not been reimbursed on the date when made or refinanced as a Revolving Credit Borrowing.

"L/C Credit Extension" means, with respect to any Letter of Credit, the issuance thereof or extension of the expiry date thereof, or the increase of the amount thereof.

"L/C Issuer" means Bank of America, PNC Bank, National Association, Truist Bank, Barclays Bank PLC, Capital One, National Association, Royal Bank of Canada, Wells Fargo Bank, National Association, JPMorgan Chase Bank, N.A., MUFG Bank, Ltd., Mizuho Bank, Ltd., The Toronto-Dominion Bank, New York Branch, Citibank, N.A. and each other L/C Issuer designated pursuant to Section 2.03(l), in each case in its capacity as issuer of Letters of Credit hereunder, or any successor issuer of Letters of Credit hereunder.

"L/C Obligations" means, as at any date of determination, the aggregate amount available to be drawn under all outstanding Letters of Credit plus the aggregate of all Unreimbursed Amounts, including all L/C Borrowings. For purposes of computing the amount available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 1.06. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Rule 3.14 of the ISP, such Letter of Credit shall be deemed to be "outstanding" in the amount so remaining available to be drawn.

"Laws" means, collectively, all international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

"Lender" has the meaning specified in the introductory paragraph hereto and, as the context requires, includes the Swing Line Lender.

"Lender Party" means collectively, the Lenders, the Swing Line Lender and the L/C Issuers.

"Lending Office" means, as to any Lender, the office or offices of such Lender described as such in such Lender's Administrative Questionnaire, or such other office or offices as a Lender may from time to time notify the Borrower and the Administrative Agent.

"Letter of Credit" means any letter of credit issued hereunder.

"Letter of Credit Application" means an application and agreement for the issuance or amendment of a Letter of Credit in the form from time to time in use by such L/C Issuer.

"Letter of Credit Commitment" means with respect to each L/C Issuer, the commitment of such L/C Issuer to issue Letters of Credit pursuant to Section 2.03, as such commitment may be (a) ratably reduced from time to time to the extent that the Revolving Credit Commitments are reduced below the aggregate Letter of Credit Commitments, (b) reduced or increased from time to time pursuant to assignments by or to such L/C Issuer under Section 10.06 or (c) adjusted from time to time pursuant to Section 2.03(m). On the Closing Date, the Letter of Credit Commitment of each L/C Issuer is $125,000,000.

"Letter of Credit Expiration Date" means a date which is 5 (five) Business Days prior to the Maturity Date (or, if such day is not a Business Day, the next preceding Business Day).

"Letter of Credit Fee" has the meaning specified in Section 2.03(h).

"Lien" means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing).

"Loan" means an extension of credit by a Lender to the Borrower under Article II in the form of a Term Loan, a Revolving Credit Loan or a Swing Line Loan.

"Loan Documents" means this Agreement, each Note, each Issuer Document, any agreement creating or perfecting rights in Cash Collateral pursuant to the provisions of Section 2.15 of this Agreement, the Fee Letters, the Guaranty, and all other agreements, certificates, documents, instruments, Guarantees and writings at any time delivered in connection herewith or therewith (exclusive of the term sheets and the commitment letters).

“Loan Parties” means, collectively, the Borrower and each Guarantor.

“Master Agreement” has the meaning given to such term in the definition of “Swap Contract”.

“Material Adverse Effect” means a material adverse effect on the operations, assets or financial condition of the Borrower and its Subsidiaries, taken as a whole.

“Material Project” has the meaning set forth in the definition of “Consolidated Adjusted EBITDA”.

“Material Subsidiary” means any Subsidiary that is a “significant subsidiary” as defined in Article I, Rule 1-02 of Regulation S-X.

“Maturity Date” means (a) with respect to the Revolving Credit Facility, February 18, 2030, as such date may be extended pursuant to Section 2.17, and (b) with respect to the Term Facility, the maturity date set forth in the Incremental Supplement establishing Term Loans under such Term Facility; provided, however, that, in each case, if such date is not a Business Day, the Maturity Date shall be the next preceding Business Day.

“Moody’s” means Moody’s Investors Service, Inc. and any successor thereto.

“Multiemployer Plan” means a “multiemployer plan” within the meaning of Section 4001(a)(3) of ERISA and that is subject to Title IV of ERISA, to which the Borrower or any ERISA Affiliate makes or is obligated to make contributions.

“Multiple Employer Plan” means a Plan which has two or more contributing sponsors (including the Borrower or any ERISA Affiliate) at least two of whom are not under common control, as such a Plan is described in Section 4064 of ERISA.

“Non-Consenting Lenders” has the meaning given to such term in Section 2.17(c).

“Non-Recourse Debt” means any Indebtedness incurred by any Non-Recourse Subsidiary to finance the acquisition, improvement, installation, design, engineering, construction, development, completion, maintenance or operation of, or otherwise to pay costs and expenses relating to or provide financing for, a project, which Indebtedness does not provide for recourse against Borrower or any Subsidiary of Borrower (other than a Non-Recourse Subsidiary and such recourse as exists under a performance guaranty) or any property or asset of Borrower or any Subsidiary of Borrower (other than the Equity Interests in, or the property or assets of, a Non-Recourse Subsidiary) other than, in each case, recourse that consists of rights to recover dividends or distributions paid by such Non-Recourse Subsidiary. Non-Recourse Debt may become or cease to become Non-Recourse Debt on the basis of whether it satisfies this definition at the time considered.

“Non-Recourse Subsidiary” means (a) any subsidiary of the Borrower (other than a subsidiary that is an owner, directly or indirectly, of any Equity Interest in any Guarantor) whose principal purpose is to incur Non-Recourse Debt and/or construct, lease, own or operate the assets financed thereby, or to become a direct or indirect partner, member or other equity participant or owner in a Person created for such purpose, and substantially all of the assets of which subsidiary and such Person are limited to (i) those assets being financed (or to be financed), or the operation of which is being financed (or to be financed), in whole or in part by Non-Recourse Debt, or (ii) Equity Interests in, or Indebtedness or other obligations of, one or more other such subsidiaries or Persons, or (iii) Indebtedness or other obligations of Borrower or its subsidiaries or other Persons and (b) any subsidiary of a Non-Recourse Subsidiary. A Non-Recourse Subsidiary may become or cease to become a Non-Recourse Subsidiary on the basis of whether it satisfies this definition at the time considered.

“Note” means a Revolving Credit Note or a Term Note, as the context may require.

“Notice of Extension” has the meaning given to such term in Section 2.17(a).

"Obligations" means all advances to, and debts, liabilities, obligations, covenants and duties of, any Loan Party arising under any Loan Document or otherwise with respect to any Loan or Letter of Credit, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

"OFAC" means the Office of Foreign Assets Control of the United States Department of the Treasury.

"Organization Documents" means, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

"Other Connection Taxes" means, with respect to any Recipient of any payment under any Loan Document, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

"Other Taxes" means all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or under any other Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document, excluding, in each case, any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Sections 3.06(b) and 10.13).

"Outstanding Amount" means (a) with respect to Revolving Credit Loans and Swing Line Loans on any date, the aggregate outstanding principal amount thereof after giving effect to any borrowings and prepayments or repayments of Revolving Credit Loans and Swing Line Loans, as the case may be, occurring on such date; and (b) with respect to any L/C Obligations on any date, the amount of such L/C Obligations on such date after giving effect to any L/C Credit Extension occurring on such date and any other changes in the aggregate amount of the L/C Obligations as of such date, including as a result of any reimbursements by the Borrower of Unreimbursed Amounts.

"Outstanding TRP Closing Date Indebtedness" means each class or series of TRP Closing Date Indebtedness until such time as either (a) such class or series of TRP Closing Date Indebtedness has been repaid or redeemed in full or (b) legal defeasance or covenant defeasance has been validly effected with respect to such class or series of TRP Closing Date Indebtedness pursuant to and in accordance with the indenture governing such class or series of TRP Closing Date Indebtedness.

"Participant" has the meaning specified in Section 10.06(d).

"Participant Register" has the meaning specified in Section 10.06(d).

"PATRIOT Act" has the meaning specified in Section 10.18.

"PBGC" means the Pension Benefit Guaranty Corporation.

"Pension Act" means the Pension Protection Act of 2006.

"Pension Funding Rules" means the rules of the Code and ERISA regarding minimum required contributions (including any installment payment thereof) to Pension Plans or Multiemployer Plans and set forth in, with respect to plan years ending prior to the effective date of the Pension Act, Section 412 of the Code and Section 302 of ERISA, each as in effect prior to the Pension Act and, thereafter, Sections 412, 430, 431, 432 and 436 of the Code and Sections 302, 303, 304 and 305 of ERISA.

"Pension Plan" means any "employee pension benefit plan" within the meaning of Section 3(2) of ERISA (including any Multiple Employer Plan but excluding any Multiemployer Plan) that is maintained or is contributed to by the Borrower and any ERISA Affiliate and either is covered by Title IV of ERISA or is subject to the minimum funding standards under Section 412 of the Code.

"Permitted Receivables Financing" means a receivables securitization facility the obligations of which are non-recourse (except for guarantees, representations, warranties, covenants, repurchase obligations, expense reimbursements and indemnities, in each case, that are reasonably customary for a seller or servicer of assets transferred in connection with such a facility) to the Loan Parties and the Subsidiaries providing for the sale, conveyance or contribution to capital of Receivables Facility Assets to a Person that is not a Loan Party or a Subsidiary.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Plan" means any "employee benefit plan" within the meaning of Section 3(3) of ERISA (other than a Multiemployer Plan), maintained or contributed to by the Borrower or, with respect to any such plan that is subject to Section 412 of the Code or Title IV of ERISA, any ERISA Affiliate.

"Platform" has the meaning specified in Section 6.02.

"PTE" means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

"Quarterly Testing Date" means the last day of each fiscal quarter.

"Rating Agency" means each of S&P and Moody's.

"Receivables Entity" means any Person formed solely for the purpose of effecting a Permitted Receivables Financing and engaging in activities reasonably related or incidental thereto.

"Receivables Facility Assets" means any accounts receivable owed to the Borrower or any Subsidiary (whether now existing or arising or acquired in the future) arising in the ordinary course of business from the sale of goods or services, all collateral securing such accounts receivable, all contracts and contract rights and all guarantees or other obligations owed to the Borrower or a Subsidiary in respect of such accounts receivable, all proceeds of such accounts receivable and other assets (including contract rights) related to the foregoing which are of the type customarily transferred or in respect of which security interests are customarily granted in connection with a securitization, factoring or monetization of similar assets.

"Recipient" means (a) the Administrative Agent, (b) any Lender or (c) any L/C Issuer, as applicable.

"Register" has the meaning specified in Section 10.06(c).

"Related Parties" means, with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents, trustees and advisors of such Person and of such Person's Affiliates.

"Released Guarantor" means any Guarantor (as defined in the Existing TRC Credit Agreement) which is not a party to the Guaranty.

"Reportable Event" means any of the events set forth in Section 4043(c) of ERISA, other than events for which the 30-day notice period has been waived.

"Request for Credit Extension" means (a) with respect to a Borrowing, conversion or continuation of Term Loans or Revolving Credit Loans, a Committed Loan Notice, (b) with respect to an L/C Credit Extension, a Letter of Credit Application and (c) with respect to a Swing Line Loan, a Swing Line Loan Notice.

"Required Lenders" means, as of any date of determination, Lenders having more than 50% of the (a) Total Outstandings (with the aggregate amount of each Revolving Credit Lender's risk participation and funded participation in L/C Obligations and Swing Line Loans being deemed "held" by such Revolving Credit Lender for purposes of this definition) and (b) aggregate unused Revolving Credit Commitments; provided that the unused Revolving Credit Commitment of, and the portion of the Total Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders.

"Required Revolving Lenders" means, as of any date of determination, Revolving Credit Lenders having more than 50% of the sum of the (a) Total Revolving Credit Outstandings (with the aggregate amount of each Revolving Credit Lender's risk participation and funded participation in L/C Obligations and Swing Line Loans being deemed "held" by such Revolving Credit Lender for purposes of this definition) and (b) aggregate unused Revolving Credit Commitments; provided that the unused Revolving Credit Commitment of, and the portion of the Total Revolving Credit Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Revolving Lenders.

"Required Term Lenders" means, as of any date of determination (with respect to a specified tranche, if applicable), Term Lenders (of a specified tranche, if applicable) holding more than 50% of the Term Facility (of a specified tranche, if applicable) on such date; provided that the portion of the Term Facility (of a specified tranche, if applicable) held by any Defaulting Lender shall be excluded for purposes of making a determination of Required Term Lenders.

"Resignation Effective Date" has the meaning specified in Section 9.06.

"Resolution Authority" means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"Responsible Officer" means the chief executive officer, chief accounting officer, president, chief financial officer, treasurer, assistant treasurer, or controller of a Loan Party and, solely for purposes of the delivery of incumbency certificates pursuant to Section 4.01, the secretary or any assistant secretary of a Loan Party, and solely for purposes of notices given pursuant to Article II, any other officer or employee of the applicable Loan Party so designated by any of the foregoing officers in a notice to the Administrative Agent. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

"Restricted Payment" means, with respect to any Person, any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interest of such Person, 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 Interest, or on account of any return of capital to any Person's stockholders, partners or members (or the equivalent of any thereof), or any option, warrant or other right to acquire any such dividend or other distribution or payment; provided that (a) dividends, distributions or payments of common Equity Interests of such Person, (b) any Equity Interest split, Equity Interest reverse split or similar transactions and (c) acquisitions by officers, directors and employees of such Person of Equity Interests in such Person through cashless exercise of options, warrants or other rights to acquire Equity Interests in such Person issued pursuant to an employment, equity award, equity option or equity appreciation agreement or plans entered into by such Person in the ordinary course of business, in each case shall be deemed not to be "Restricted Payments".

"Revolving Credit Borrowing" means a borrowing consisting of simultaneous Revolving Credit Loans of the same Type and, in the case of Term SOFR Loans, having the same Interest Period made by each of the Revolving Credit Lenders pursuant to Section 2.01(b).

"Revolving Credit Commitment" means, as to each Revolving Credit Lender, its obligation to (a) make Revolving Credit Loans to the Borrower pursuant to Section 2.01(b), (b) purchase participations in L/C Obligations, and (c) purchase participations in Swing Line Loans, in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender's name on Schedule 2.01 under the caption "Revolving Credit Commitment", opposite such caption in any Incremental Supplement to which such Lender is a party, or opposite such caption in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement.

"Revolving Credit Facility" means, at any time, the aggregate amount of the Revolving Credit Lenders' Revolving Credit Commitments at such time.

"Revolving Credit Lender" means, at any time, any Lender that has a Revolving Credit Commitment at such time.

"Revolving Credit Loan" has the meaning specified in Section 2.01(b).

"Revolving Credit Note" means a promissory note made by the Borrower in favor of a Revolving Credit Lender evidencing Revolving Credit Loans or Swing Line Loans, as the case may be, made by such Revolving Credit Lender, substantially in the form of Exhibit C-2.

"Sanction(s)" means any sanction administered or enforced by (a) OFAC or the United States Department of State (including by being listed on the list of Specially Designated Nationals and Blocked Persons issued by OFAC) or (b) if so being subject to such sanctions could reasonably be expected to have a Material Adverse Effect, the United Nations Security Council, the European Union, His Majesty's Treasury or other relevant sanctions authority (including by being listed on any list similar to the list of Specially Designated Nationals and Blocked Persons issued by OFAC enforced by any other relevant sanctions authority).

"S&P" means Standard & Poor's Financial Services LLC, a subsidiary of The McGraw-Hill Companies, Inc. and any successor thereto.

"Scheduled Unavailability Date" has the meaning specified in Section 3.03(b).

"SEC" means the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

"Secured Hedge Agreement" means any Swap Contract that is by and between the Borrower or any Subsidiary and any Hedging Party that is identified in a writing to the Administrative Agent by the Borrower as a "Secured Hedge Agreement".

"Secured Parties" means, in the event Collateral exists in respect of the Obligations, collectively, the Administrative Agent, any L/C Issuer, the Lenders, each Hedging Party that is party to a Secured Hedge Agreement, and each co-agent or sub-agent appointed by the Administrative Agent from time to time pursuant to Section 9.05.

"Secured Swap Obligations" means all obligations (other than Excluded Swap Obligations) arising from time to time under Secured Hedge Agreements; provided that if the Hedging Party to which such obligations are owed is a Hedging Party solely pursuant to clause (i) of the definition thereof and such Hedging Party ceases to be a Lender hereunder or an Affiliate of a Lender hereunder, "Secured Swap Obligations" shall only include obligations under a Secured Hedging Agreement arising from transactions entered into at a time when the counterparty was a Lender hereunder or an Affiliate of a Lender hereunder.

"Security Documents" means all security agreements, deeds of trust, mortgages, chattel mortgages, pledges, financing statements, continuation statements, extension agreements and other agreements or instruments delivered by any Loan Party to Administrative Agent after the Closing Date in connection with this Agreement or any transaction contemplated hereby to secure the payment of any part of the Obligations, the Secured Swap Obligations or the Cash Management Obligations or the performance of any Loan Party's other duties and obligations under the Loan Documents or the Secured Hedge Agreements (but in all cases excluding any agreements or documents granting Separate Collateral and any agreement creating or perfecting rights in Cash Collateral pursuant to the provisions of Section 2.15 of this Agreement).

"Separate Collateral" means any cash collateral posted for the benefit of a Hedging Party in its individual capacity under a Swap Contract.

"SOFR" means the Secured Overnight Financing Rate as administered by the Federal Reserve Bank of New York (or a successor administrator).

"SOFR Adjustment" means 0.10%.

"SOFR Daily Floating Rate" means for any interest calculation with respect to a SOFR Daily Floating Rate Loan on any date, a fluctuating rate of interest, which can change each Business Day, equal to the Term SOFR Screen Rate two U.S. Government Securities Business Days prior to such date, with a term equivalent to one month commencing on that date, provided, that if such rate is not published prior to 11:00 a.m. on such determination date, then SOFR Daily Floating Rate means the Term SOFR Screen Rate on the first U.S. Government Securities Business Day immediately prior thereto, in each case, plus the SOFR Adjustment; provided, that if the SOFR Daily Floating Rate determined in accordance with the foregoing would otherwise be less than zero, the SOFR Daily Floating Rate shall be deemed zero for purposes of this Agreement.

"SOFR Daily Floating Rate Loan" means a Loan that bears interest at a rate based on the SOFR Daily Floating Rate.

"Subsidiary" of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person; provided that the Non-Recourse Subsidiaries and the Receivables Entities shall not be "Subsidiaries" for any purpose. Unless otherwise specified, all references herein to a "Subsidiary" or to "Subsidiaries" shall refer to a Subsidiary or Subsidiaries of the Borrower.

"Successor Rate" has the meaning specified in Section 3.03(b).

"Swap Contract" means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, commodity futures contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement relating to transactions of the type described in clause (a) above (any such master agreement, together with any related schedules, a "Master Agreement"), including any such obligations or liabilities under any Master Agreement.

"Swap Obligations" means with respect to any Person any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act.

"Swap Termination Value" means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the fair value(s) for such Swap Contracts, as determined in accordance with GAAP.

"Swing Line Borrowing" means a borrowing of a Swing Line Loan pursuant to Section 2.04.

"Swing Line Lender" means Bank of America in its capacity as provider of Swing Line Loans, or any successor swing line lender hereunder.

"Swing Line Loan" has the meaning specified in Section 2.04(a).

"Swing Line Loan Notice" means a notice of a Swing Line Borrowing pursuant to Section 2.04(b), which shall be substantially in the form of Exhibit B or such other form as approved by the Administrative Agent (including any form on an electronic platform or electronic transmission system as shall be approved by the Administrative Agent), appropriately completed and signed by a Responsible Officer of the Borrower.

"Swing Line Sublimit" means an amount equal to the lesser of (a) $150,000,000 and (b) the Revolving Credit Facility. The Swing Line Sublimit is part of, and not in addition to, the Revolving Credit Facility.

"Synthetic Lease Obligation" means the monetary obligation of a Person under (a) a so-called synthetic, off-balance sheet or tax retention lease, or (b) an agreement for the use or possession of property creating obligations that do not appear on the balance sheet of such Person but which, upon the insolvency or bankruptcy of such Person, would be characterized as the indebtedness of such Person (without regard to accounting treatment).

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, or other charges in the nature of a tax imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Term Borrowing" means a borrowing consisting of simultaneous Term Loans of the same Type and, in the case of Term SOFR Loans, having the same Interest Period made by each of the Term Lenders pursuant to Section 2.01(a).

"Term Facility" means, at any time, the aggregate principal amount of the Term Loans of all Term Lenders outstanding at such time.

"Term Lender" means any Lender that holds Term Loans at such time.

"Term Loan" means an advance made by any Term Lender under the Term Facility.

"Term Note" means a promissory note made by the Borrower in favor of a Term Lender evidencing Term Loans made by such Term Lender, substantially in the form of Exhibit C-1.

"Term SOFR" means:

(a) for any Interest Period with respect to a Term SOFR Loan, the rate per annum equal to the Term SOFR Screen Rate two U.S. Government Securities Business Days prior to the commencement of such Interest Period with a term equivalent to such Interest Period; provided that if the rate is not published prior to 11:00 a.m. on such determination date then Term SOFR means the Term SOFR Screen Rate on the first U.S. Government Securities Business Day immediately prior thereto, in each case, *plus* the SOFR Adjustment**;** and

(b) for any interest calculation with respect to a Base Rate Loan on any date, the rate per annum equal to the Term SOFR Screen Rate with a term of one month commencing that day;

provided that if the Term SOFR determined in accordance with either of the foregoing provisions (a) or (b) of this definition would otherwise be less than zero, the Term SOFR shall be deemed zero for purposes of this Agreement.

"Term SOFR Loan" means a Loan that bears interest at a rate based on clause (a) of the definition of Term SOFR.

"Term SOFR Replacement Date" has the meaning specified in Section 3.03(b).

"Term SOFR Screen Rate" means the forward-looking SOFR term rate administered by CME (or any successor administrator satisfactory to the Administrative Agent) and published on the applicable Reuters screen page (or such other commercially available source providing such quotations as may be designated by the Administrative Agent from time to time).

"Threshold Amount" means an amount equal to the greater of (a) $150,000,000 and (b) three percent (3%) of Consolidated Net Tangible Assets as of the financial statements most recently delivered pursuant to Section 4.01(a), Section 6.01(a) or Section 6.01(b), as applicable.

"Total Outstandings" means the aggregate Outstanding Amount of all Loans and all L/C Obligations.

"Total Revolving Credit Outstandings" means the aggregate Outstanding Amount of all Revolving Credit Loans, Swing Line Loans and L/C Obligations.

"TRP" means Targa Resources Partners LP, a Delaware limited partnership.

"TRP Closing Date Indebtedness" means the Indebtedness listed on Schedule 1.01 hereto and any refinancing, extension, or replacement (but not increase in the principal amount) of any such Indebtedness.

"TRP Notes Obligor" means, at any time, each Subsidiary of the Borrower that is a primary obligor or a guarantor under any TRP Closing Date Indebtedness that constitutes Outstanding TRP Closing Date Indebtedness at such time.

"Type" means, with respect to a Loan, its character as a Base Rate Loan, SOFR Daily Floating Rate Loan or a Term SOFR Loan.

"UCC" means the Uniform Commercial Code as the same may from time to time be in effect in the State of New York or another jurisdiction, as may be applicable.

"UK Financial Institution" means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"UK Resolution Authority" means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"United States" and "U.S." mean the United States of America.

"United States Person" has the meaning specified in Section 3.01(e)(ii).

"Unreimbursed Amount" has the meaning specified in Section 2.03(c)(i).

"Unrestricted Subsidiary" means each Receivables Entity.

"U.S. Government Securities Business Day" means any Business Day, except any Business Day on which any of the Securities Industry and Financial Markets Association, the New York Stock Exchange or the Federal Reserve Bank of New York is not open for business because such day is a legal holiday under the federal laws of the United States or the laws of the State of New York, as applicable.

"Voting Stock" of any Person means Equity Interests of any class or classes having ordinary voting power for the election of directors or the equivalent governing body of such Person.

"Wholly Owned Subsidiary" means any Subsidiary of a Person, all of the issued and outstanding Equity Interests of which are directly or indirectly (through one or more Subsidiaries) owned by such Person, excluding directors' qualifying shares if applicable.

"Write-Down and Conversion Powers" means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

1.02 **Other Interpretive Provisions**. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document (including any Organization Document) shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Loan Document), (ii) any reference herein to any Person shall be construed to include such Person's successors and assigns, (iii) the words "hereto", "herein," "hereof" and "hereunder," and words of similar import when used in any Loan Document, shall be construed to refer to such Loan Document in its entirety and not to any particular provision thereof, (iv) all references in a Loan Document to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, the Loan Document in which such references appear, (v) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (vi) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

(b) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including;" the words "to" and "until" each mean "to but excluding;" and the word "through" means "to and including."

(c) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

1.03 **Accounting Terms**.

(a) Generally. All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the Audited Financial Statements, except as otherwise specifically prescribed herein. Notwithstanding the foregoing, for purposes of determining compliance with any covenant (including the computation of any financial covenant) contained herein, Indebtedness of the Borrower and its Subsidiaries shall be deemed to be carried at 100% of the outstanding principal amount thereof, and the effects of FASB ASC 825 on financial liabilities shall be disregarded.

(b) Changes in GAAP. If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth in any Loan Document, and either the Borrower or the Required Lenders shall so request, the Administrative Agent and the Borrower shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Required Lenders); provided that, until so amended, (i) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and (ii) the Borrower shall provide to the Administrative Agent and the Lenders financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP. Without limiting the foregoing, leases shall continue to be classified and accounted for on a basis consistent with that reflected in the Audited Financial Statements for all purposes of this Agreement, notwithstanding any change in GAAP relating thereto, unless the parties hereto shall enter into a mutually acceptable amendment addressing such changes, as provided for above.

1.04 **Rounding**. Any financial ratios required to be maintained by the Borrower pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

1.05 **Times of Day**. Unless otherwise specified, all references herein to times of day shall be references to Eastern time (daylight or standard, as applicable).

1.06 **Letter of Credit Amounts**. Unless otherwise specified herein, the amount of a Letter of Credit at any time shall be deemed to be the undrawn stated amount of such Letter of Credit in effect at such time; provided, however, that with respect to any Letter of Credit that, by its terms or the terms of any Issuer Document related thereto, provides for one or more automatic increases in the stated amount thereof, the amount of such Letter of Credit shall be deemed to be the maximum stated amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum stated amount is in effect at such time.

1.07 **Divisions**. For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests at such time.

1.08 **Timing of Payment or Performance.** When the payment of any obligation or the performance of any covenant, duty or obligation is stated to be due or performance required on a day which is not a Business Day, the date of such payment or performance shall extend to the immediately succeeding Business Day.

1.09 **Interest Rates; Licensing**.

(a) The Administrative Agent does not warrant, nor accept responsibility, nor shall the Administrative Agent have any liability with respect to the administration, submission or any other matter related to any reference rate referred to herein or with respect to any rate (including, for the avoidance of doubt, the selection of such rate and any related spread or other adjustment) that is an alternative or replacement for or successor to any such rate (including,

without limitation, any Successor Rate) (or any component of any of the foregoing) or the effect of any of the foregoing, or of any Conforming Changes. The Administrative Agent and its affiliates or other related entities may engage in transactions or other activities that affect any reference rate referred to herein, or any alternative, successor or replacement rate (including, without limitation, any Successor Rate) (or any component of any of the foregoing) or any related spread or other adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain any reference rate referred to herein or any alternative, successor or replacement rate (including, without limitation, any Successor Rate) (or any component of any of the foregoing), in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or other action or omission related to or affecting the selection, determination, or calculation of any rate (or component thereof) provided by any such information source or service.

(b) By agreeing to make Loans under this Agreement, each Lender is confirming it has all licenses, permits and approvals necessary for use of the reference rates referred to herein as provided for in this Agreement and it will comply with, preserve, renew and keep in full force and effect such licenses, permits and approvals for use of such rates under this Agreement.

ARTICLE II.
THE COMMITMENTS AND CREDIT EXTENSIONS

2.01 **The Loans**.

(a) The Term Borrowing. Each Term Lender severally agrees to make Term Loans to the Borrower on the terms and conditions set forth in the Incremental Supplement establishing the Term Loans in an amount not to exceed the amount set forth opposite such Term Lender's name on the Incremental Supplement establishing such Term Loans. Amounts of Term Loans repaid or prepaid may not be reborrowed. Except as otherwise set forth in the Incremental Supplement establishing the Term Loans, Term Loans may be Base Rate Loans or Term SOFR Loans, as further provided herein.

(b) The Revolving Credit Borrowings. Subject to the terms and conditions set forth herein, each Revolving Credit Lender severally agrees to make loans in Dollars (each such loan, a "Revolving Credit Loan") to the Borrower from time to time, on any Business Day during the Availability Period, in an aggregate amount not to exceed at any time outstanding the amount of such Lender's Revolving Credit Commitment; provided, however, that after giving effect to any Revolving Credit Borrowing, (i) the Total Revolving Credit Outstandings shall not exceed the Revolving Credit Facility, and (ii) the aggregate Outstanding Amount of the Revolving Credit Loans of any Lender, plus such Revolving Credit Lender's Applicable Revolving Credit Percentage of the Outstanding Amount of all L/C Obligations, plus such Revolving Credit Lender's Applicable Revolving Credit Percentage of the Outstanding Amount of all Swing Line Loans shall not exceed such Revolving Credit Lender's Revolving Credit Commitment. Within the limits of each Revolving Credit Lender's Revolving Credit Commitment, and subject to the other terms and conditions hereof, the Borrower may borrow under this Section 2.01(b), prepay under Section 2.05, and reborrow under this Section 2.01(b). Revolving Credit Loans may be Base Rate Loans or Term SOFR Loans, as further provided herein.

2.02 **Borrowings, Conversions and Continuations of Loans**.

(a) Each Term Borrowing, each Revolving Credit Borrowing, each conversion of Term Loans or Revolving Credit Loans from one Type to the other, and each continuation of Term SOFR Loans shall be made upon the Borrower's irrevocable notice to the Administrative Agent, which may be given by (A) telephone or (B) a Committed Loan Notice; provided that any telephonic notice must be confirmed immediately by delivery to the Administrative Agent of a Committed Loan Notice. Each such Committed Loan Notice must be received by the Administrative Agent not later than 11:00 a.m. (i) two Business Days prior to the requested date of any Borrowing of, conversion to or continuation of Term SOFR Loans or of any conversion of Term SOFR Loans to Base Rate Loans, and (ii) on the requested date of any Borrowing of Base Rate Loans; provided, however, that if the Borrower wishes to request Term SOFR Loans having an Interest Period other than one, three or six, months in duration as provided in

the definition of "Interest Period," the applicable notice must be received by the Administrative Agent not later than noon four Business Days prior to the requested date of such Borrowing, conversion or continuation, whereupon the Administrative Agent shall give prompt notice to the Appropriate Lenders of such request and determine whether the requested Interest Period is acceptable to all of them. Not later than noon, three Business Days before the requested date of such Borrowing, conversion or continuation, the Administrative Agent shall notify the Borrower (which notice may be by telephone) whether or not the requested Interest Period has been consented to by all the Lenders and the Administrative Agent. Each Borrowing of, conversion to or continuation of Term SOFR Loans shall be in a principal amount of $5,000,000 or a whole multiple of $1,000,000 in excess thereof or in the amount of the unused Revolving Credit Commitments or outstanding Term Loans, as applicable. Except as provided in Sections 2.03(c) and 2.04(c), each Borrowing of or conversion to Base Rate Loans shall be in a principal amount of $500,000 or a whole multiple of $100,000 in excess thereof or in the amount of the unused Revolving Credit Commitments or outstanding Term Loans, as applicable. Each Committed Loan Notice shall specify (i) whether the Borrower is requesting a Term Borrowing, a Revolving Credit Borrowing, a conversion of Term Loans or Revolving Credit Loans from one Type to the other, or a continuation of Term SOFR Loans, (ii) the requested date of the Borrowing, conversion or continuation, as the case may be (which shall be a Business Day), (iii) the principal amount of Loans to be borrowed, converted or continued, (iv) the Type of Loans to be borrowed or to which existing Loans are to be converted, and (v) if applicable, the duration of the Interest Period with respect thereto. If the Borrower fails to specify a Type of Loan in a Committed Loan Notice or if the Borrower fails to give a timely notice requesting a conversion or continuation, then the applicable Term Loans or Revolving Credit Loans shall be made as, or converted to, Base Rate Loans. Any such automatic conversion to Base Rate Loans or continuations as Term SOFR Loans shall be effective as of the last day of the Interest Period then in effect with respect to the applicable Term SOFR Loans. If the Borrower requests a Borrowing of, conversion to, or continuation of Term SOFR Loans in any such Committed Loan Notice, but fails to specify an Interest Period, it will be deemed to have specified an Interest Period of one month.

(b) Following receipt of a Committed Loan Notice, the Administrative Agent shall promptly notify each Lender of the amount of its Applicable Percentage under the applicable Facility of the applicable Term Loans or Revolving Credit Loans, and if no timely notice of a conversion or continuation is provided by the Borrower, the Administrative Agent shall notify each Lender of the details of any automatic conversion to Base Rate Loans or continuations as Term SOFR Loans described in Section 2.02(a). In the case of a Term Borrowing or Revolving Credit Borrowing, each Appropriate Lender shall make the amount of its Loan available to the Administrative Agent in immediately available funds at the Administrative Agent's Office not later than 1:00 p.m. on the Business Day specified in the applicable Committed Loan Notice. Upon satisfaction of the applicable conditions set forth in Section 4.02 (and, if such Borrowing is the initial Credit Extension, Section 4.01), the Administrative Agent shall make all funds so received available to the Borrower in like funds as received by the Administrative Agent either by (i) crediting the account of the Borrower on the books of Bank of America with the amount of such funds or (ii) wire transfer of such funds, in each case in accordance with instructions provided to (and reasonably acceptable to) the Administrative Agent by the Borrower; provided, however, that if, on the date a Committed Loan Notice with respect to a Revolving Credit Borrowing is given by the Borrower, there are L/C Borrowings outstanding, then the proceeds of such Revolving Credit Borrowing, first, shall be applied to the payment in full of any such L/C Borrowings, and second, shall be made available to the Borrower as provided above.

(c) Except as otherwise provided herein, a Term SOFR Loan may be continued or converted only on the last day of an Interest Period for such Term SOFR Loan. During the existence of an Event of Default, no Loans may be requested as, converted to or continued as Term SOFR Loans without the consent of the Required Lenders.

(d) The Administrative Agent shall promptly notify the Borrower and the Lenders of the interest rate applicable to any Interest Period for Term SOFR Loans upon determination of such interest rate. At any time that Base Rate Loans are outstanding, the Administrative Agent shall notify the Borrower and the Lenders of any change in Bank of America's prime rate used in determining the Base Rate promptly following the public announcement of such change.

(e) After giving effect to all Revolving Credit Borrowings, all conversions of Revolving Credit Loans from one Type to the other, and all continuations of Revolving Credit Loans as the same Type, there shall not be more than ten Interest Periods in effect in respect of the Revolving Credit Facility. After giving effect to all Term Borrowings, all conversions of Term Loans from one Type to the other, and all continuations of Term Loans as the

same Type, there shall not be more than the maximum number of Interest Periods in effect provided for in the Incremental Supplement establishing such Term Loans.

(f) Notwithstanding anything to the contrary in this Agreement, any Lender may exchange, continue or rollover all of the portion of its Loans in connection with any refinancing, extension, loan modification or similar transaction permitted by the terms of this Agreement, pursuant to a cashless settlement mechanism approved by the Borrower, the Administrative Agent, and such Lender.

(g) With respect to SOFR, SOFR Daily Floating Rate, or Term SOFR, the Administrative Agent (in consultation with the Borrower), will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document; provided that, with respect to any such amendment effected, the Administrative Agent shall post each such amendment implementing such Conforming Changes to the Borrower and the Lenders reasonably promptly after such amendment becomes effective.

2.03 **Letters of Credit**.

(a) The Letter of Credit Commitment.

(i) Subject to the terms and conditions set forth herein, (A) each L/C Issuer agrees, in reliance upon the agreements of the Revolving Credit Lenders set forth in this Section 2.03, (1) from time to time on any Business Day during the period from the Closing Date until the Letter of Credit Expiration Date, to issue Letters of Credit upon the request of the Borrower for the account of the Borrower or any subsidiary of the Borrower or joint venture of any of the foregoing (in each case, subject to customary compliance with applicable "know your customer" and anti-money-laundering rules and regulations, including, without limitation, the PATRIOT Act, as set forth in Section 6.02(d)), and to amend or extend Letters of Credit previously issued by it, in accordance with subsection (b) below, and (2) to honor drawings under the Letters of Credit; and (B) the Revolving Credit Lenders severally agree to participate in Letters of Credit issued hereunder and any drawings thereunder; provided that after taking such Letter of Credit into account, (x) the Total Revolving Credit Outstandings shall not exceed the Revolving Credit Facility, (y) the aggregate Outstanding Amount of the Revolving Credit Loans of any Revolving Credit Lender, plus such Lender's Applicable Revolving Credit Percentage of the Outstanding Amount of all L/C Obligations, plus such Lender's Applicable Revolving Credit Percentage of the Outstanding Amount of all Swing Line Loans shall not exceed such Lender's Revolving Credit Commitment and (z) the Outstanding Amount of all L/C Obligations in respect of Letters of Credit issued by an L/C Issuer shall not exceed such L/C Issuer's Letter of Credit Commitment unless otherwise agreed to by such L/C Issuer. Each request by the Borrower for the issuance or amendment of a Letter of Credit shall be deemed to be a representation by the Borrower that the L/C Credit Extension so requested complies with the conditions set forth in the proviso to the preceding sentence. Within the foregoing limits, and subject to the terms and conditions hereof, the Borrower's ability to obtain Letters of Credit shall be fully revolving, and accordingly the Borrower may, during the foregoing period, obtain Letters of Credit for the account of the Borrower or any Subsidiary to replace Letters of Credit that have expired or that have been drawn upon and reimbursed. All Existing Letters of Credit shall be deemed to have been issued pursuant hereto, and from and after the Closing Date shall be subject to and governed by the terms and conditions hereof.

(ii) No L/C Issuer shall issue any Letter of Credit, if:

(A) subject to Section 2.03(b)(iii), the expiry date of such requested Letter of Credit would occur more than twelve months after the date of issuance or last extension, unless the Required Revolving Lenders have approved such expiry date; or

(B) the expiry date of the requested Letter of Credit would occur after the Letter of Credit Expiration Date, unless all the Revolving Credit Lenders have approved such expiry date.

(iii) No L/C Issuer shall be under any obligation to issue any Letter of Credit if:

(A) any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain such L/C Issuer from issuing the Letter of Credit, or any Law applicable to such L/C Issuer or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over such L/C Issuer shall prohibit, or request that such L/C Issuer refrain from, the issuance of letters of credit generally or the Letter of Credit in particular or shall impose upon such L/C Issuer with respect to the Letter of Credit any restriction, reserve or capital requirement (for which such L/C Issuer is not otherwise compensated hereunder) not in effect on the Closing Date, or shall impose upon such L/C Issuer any unreimbursed loss, cost or expense which was not applicable on the Closing Date and which such L/C Issuer in good faith deems material to it;

(B) the issuance of the Letter of Credit would violate any Laws or one or more policies of such L/C Issuer applicable to letters of credit generally;

(C) except as otherwise agreed by the Administrative Agent and such L/C Issuer, the Letter of Credit is in an initial stated amount less than $100,000.

(D) the Letter of Credit is to be denominated in a currency other than Dollars;

(E) any Lender is at that time a Defaulting Lender, unless such L/C Issuer has entered into arrangements, including the delivery of Cash Collateral, satisfactory to such L/C Issuer (in its sole discretion) with the Borrower or such Lender to eliminate such L/C Issuer's actual or potential Fronting Exposure (after giving effect to Section 2.16(a)(iv)) with respect to the Defaulting Lender arising from either the Letter of Credit then proposed to be issued or that Letter of Credit and all other L/C Obligations as to which such L/C Issuer has actual or potential Fronting Exposure, as it may elect in its sole discretion; or

(F) the Letter of Credit contains any provisions for automatic reinstatement of the stated amount after any drawing thereunder.

(iv) No L/C Issuer shall amend any Letter of Credit if such L/C Issuer would not be permitted at such time to issue the Letter of Credit in its amended form under the terms hereof.

(v) No L/C Issuer shall be under obligation to amend any Letter of Credit if (A) such L/C Issuer would have no obligation at such time to issue the Letter of Credit in its amended form under the terms hereof, or (B) the beneficiary of the Letter of Credit does not accept the proposed amendment to the Letter of Credit.

(vi) Each L/C Issuer shall act on behalf of the Revolving Credit Lenders with respect to any Letters of Credit issued by it and the documents associated therewith, and each L/C Issuer shall have all of the benefits and immunities (A) provided to the Administrative Agent in Article IX with respect to any acts taken or omissions suffered by the L/C Issuer in connection with Letters of Credit issued by it or proposed to be issued by it and Issuer Documents pertaining to such Letters of Credit as fully as if the term "Administrative Agent" as used in Article IX included the L/C Issuers with respect to such acts or omissions, and (B) as additionally provided herein with respect to the L/C Issuers.

(vii) Notwithstanding anything herein to the contrary, no L/C Issuer shall be under any obligation to issue any commercial Letter of Credit to the extent such L/C Issuer does not issue commercial Letters of Credit in its ordinary course of business.

(b) Procedures for Issuance and Amendment of Letters of Credit; Auto-Extension Letters of Credit.

(i) Each Letter of Credit shall be issued or amended, as the case may be, upon the request of the Borrower delivered to the applicable L/C Issuer (with a copy to the Administrative Agent) in the form of a Letter of Credit Application, appropriately completed and signed by a Responsible Officer of the Borrower. Such Letter of Credit Application must be received by the applicable L/C Issuer and the Administrative Agent not later than noon at least one Business Day (or such later date and time as the Administrative Agent and such L/C Issuer may agree in a particular instance in their sole discretion) prior to the proposed issuance date or date of amendment, as the case may be. In the case of a request for an initial issuance of a Letter of Credit, such Letter of Credit Application shall specify in form and detail reasonably satisfactory to the applicable L/C Issuer: (A) the proposed issuance date of the requested Letter of Credit (which shall be a Business Day); (B) the amount thereof; (C) the expiry date thereof; (D) the name and address of the beneficiary thereof; (E) the documents to be presented by such beneficiary in case of any drawing thereunder; (F) the full text of any certificate to be presented by such beneficiary in case of any drawing thereunder; and (G) such other matters as such L/C Issuer may require. In the case of a request for an amendment of any outstanding Letter of Credit, such Letter of Credit Application shall specify in form and detail satisfactory to the applicable L/C Issuer (A) the Letter of Credit to be amended; (B) the proposed date of amendment thereof (which shall be a Business Day); (C) the nature of the proposed amendment; and (D) such other matters as such L/C Issuer may require. Additionally, the Borrower shall furnish to such L/C Issuer and the Administrative Agent such other documents and information pertaining to such requested Letter of Credit issuance or amendment, including any Issuer Documents, as such L/C Issuer or the Administrative Agent may require.

(ii) Promptly after receipt of any Letter of Credit Application, the applicable L/C Issuer will confirm with the Administrative Agent (by telephone or in writing) that the Administrative Agent has received a copy of such Letter of Credit Application from the Borrower and, if not, such L/C Issuer will provide the Administrative Agent with a copy thereof. Unless the applicable L/C Issuer has received written notice from any Revolving Credit Lender, the Administrative Agent or any Loan Party, at least one Business Day prior to the requested date of issuance or amendment of the applicable Letter of Credit, that one or more applicable conditions contained in Article IV shall not then be satisfied, then, subject to the terms and conditions hereof, such L/C Issuer shall, on the requested date, issue a Letter of Credit for the account of the Borrower, or the applicable Subsidiary, as the case may be, or enter into the applicable amendment, as the case may be, in each case in accordance with such L/C Issuer's usual and customary business practices. Immediately upon the issuance of each Letter of Credit, each Revolving Credit Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from such L/C Issuer a risk participation in such Letter of Credit in an amount equal to the product of such Revolving Credit Lender's Applicable Revolving Credit Percentage times the amount of such Letter of Credit.

(iii) If the Borrower so requests in any applicable Letter of Credit Application, the applicable L/C Issuer may, in its sole and absolute discretion, agree to issue a Letter of Credit that has automatic extension provisions (each, an "Auto-Extension Letter of Credit"); provided that any such Auto-Extension Letter of Credit must permit such L/C Issuer to prevent any such extension at least once in each twelve-month period (commencing with the date of issuance of such Letter of Credit) by giving prior notice to the beneficiary thereof not later than a day (the "Non-Extension Notice Date") in each such twelve-month period to be agreed upon at the time such Letter of Credit is issued. Unless otherwise directed by the applicable L/C Issuer, the Borrower shall not be required to make a specific request to such L/C Issuer for any such extension. Once an Auto-Extension Letter of Credit has been issued, the Revolving Credit Lenders shall be deemed to have authorized (but may not require) the applicable L/C Issuer to permit the extension of such Letter of Credit at any time to an expiry date not later than the Letter of Credit Expiration Date; provided, however, that such L/C Issuer shall not permit any such extension if (A) such L/C Issuer has determined that it would not be permitted, or would have no obligation, at such time to issue such Letter of Credit in its revised form (as extended) under the terms hereof (by reason of the provisions of clause (ii) or (iii) of Section 2.03(a) or otherwise), or (B) it has received notice (which may be by telephone or in writing) on or before the day that is five Business Days before the Non-Extension Notice Date (1) from the Administrative Agent that the Required Revolving Lenders have elected not to permit such extension or (2) from the Administrative Agent, any Revolving Credit Lender or the Borrower that one or more of the applicable conditions specified in Section 4.02 is not then satisfied, and in each such case directing the applicable L/C Issuer not to permit such extension.

(iv) Promptly after its delivery of any Letter of Credit or any amendment to a Letter of Credit to an advising bank with respect thereto or to the beneficiary thereof, the applicable L/C Issuer will also deliver to the Borrower and the Administrative Agent a true and complete copy of such Letter of Credit or amendment.

(c) Drawings and Reimbursements; Funding of Participations.

(i) Upon receipt from the beneficiary of any Letter of Credit of any notice of a drawing under such Letter of Credit, the applicable L/C Issuer shall (A) examine all documents purporting to represent a demand for payment under a Letter of Credit within the period stipulated by the terms and conditions of such Letter of Credit and (B) notify the Administrative Agent and the Borrower by email (confirmed by telephone) of such demand for payment. Not later than noon on the date of any payment by the applicable L/C Issuer under a Letter of Credit (each such date, an "Honor Date"), the Borrower shall reimburse such L/C Issuer through the Administrative Agent in an amount equal to the amount of such drawing. If the Borrower fails to so reimburse the applicable L/C Issuer by such time, the Administrative Agent shall promptly notify each Revolving Credit Lender of the Honor Date, the amount of the unreimbursed drawing (the "Unreimbursed Amount"), and the amount of such Revolving Credit Lender's Applicable Revolving Credit Percentage thereof. In such event, the Borrower shall be deemed to have requested a Revolving Credit Borrowing of Base Rate Loans to be disbursed on the Honor Date in an amount equal to the Unreimbursed Amount, without regard to the minimum and multiples specified in Section 2.02 for the principal amount of Base Rate Loans, but subject to the amount of the unutilized portion of the Revolving Credit Commitments and the conditions set forth in Section 4.02 (other than the delivery of a Committed Loan Notice). Any notice given by an L/C Issuer or the Administrative Agent pursuant to this Section 2.03(c)(i) may be given by telephone if immediately confirmed in writing; provided that the lack of such an immediate confirmation shall not affect the conclusiveness or binding effect of such notice.

(ii) Each Revolving Credit Lender shall upon any notice pursuant to Section 2.03(c)(i) make funds available in Dollars (the Administrative Agent may apply Cash Collateral provided for this purpose) for the account of the applicable L/C Issuer at the Administrative Agent's Office in an amount equal to its Applicable Revolving Credit Percentage of the Unreimbursed Amount not later than 1:00 p.m. on the Business Day specified in such notice by the Administrative Agent, whereupon, subject to the provisions of Section 2.03(c)(iii), each Revolving Credit Lender that so makes funds available shall be deemed to have made a Base Rate Loan to the Borrower in such amount. The Administrative Agent shall remit the funds so received to the applicable L/C Issuer.

(iii) With respect to any Unreimbursed Amount that is not fully refinanced by a Revolving Credit Borrowing of Base Rate Loans because the conditions set forth in Section 4.02 cannot be satisfied or for any other reason, the Borrower shall be deemed to have incurred from the applicable L/C Issuer an L/C Borrowing in the amount of the Unreimbursed Amount that is not so refinanced, which L/C Borrowing shall be due and payable on demand (together with interest) and shall bear interest at the Default Rate. In such event, each Revolving Credit Lender's payment to the Administrative Agent for the account of the applicable L/C Issuer pursuant to Section 2.03(c)(ii) shall be deemed payment in respect of its participation in such L/C Borrowing and shall constitute an L/C Advance from such Lender in satisfaction of its participation obligation under this Section 2.03.

(iv) Until each Revolving Credit Lender funds its Revolving Credit Loan or L/C Advance pursuant to this Section 2.03(c) to reimburse the applicable L/C Issuer for any amount drawn under any Letter of Credit, interest in respect of such Lender's Applicable Revolving Credit Percentage of such amount shall be solely for the account of such L/C Issuer.

(v) Each Revolving Credit Lender's obligation to make Revolving Credit Loans or L/C Advances to reimburse each L/C Issuer for amounts drawn under Letters of Credit, as contemplated by this Section 2.03(c), shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right which such Lender may have against such

L/C Issuer, the Borrower or any other Person for any reason whatsoever, (B) the occurrence or continuance of a Default, or (C) any other occurrence, event or condition, whether or not similar to any of the foregoing; provided, however, that each Revolving Credit Lender's obligation to make Revolving Credit Loans pursuant to this Section 2.03(c) is subject to the conditions set forth in Section 4.02 (other than delivery by the Borrower of a Committed Loan Notice). No such making of an L/C Advance shall relieve or otherwise impair the obligation of the Borrower to reimburse any L/C Issuer for the amount of any payment made by such L/C Issuer under any Letter of Credit, together with interest as provided herein.

(vi) If any Revolving Credit Lender fails to make available to the Administrative Agent for the account of the applicable L/C Issuer any amount required to be paid by such Lender pursuant to the foregoing provisions of this Section 2.03(c) by the time specified in Section 2.03(c)(ii), then, without limiting the other provisions of this Agreement, such L/C Issuer shall be entitled to recover from such Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to such L/C Issuer at a rate per annum equal to the greater of the Federal Funds Rate and a rate determined by such L/C Issuer in accordance with banking industry rules on interbank compensation, plus any administrative, processing or similar fees customarily charged by such L/C Issuer in connection with the foregoing. If such Revolving Credit Lender pays such amount (with interest and fees as aforesaid), the amount so paid shall constitute such Revolving Credit Lender's Revolving Credit Loan included in the relevant Revolving Credit Borrowing or L/C Advance in respect of the relevant L/C Borrowing, as the case may be. A certificate of the applicable L/C Issuer submitted to any Revolving Credit Lender (through the Administrative Agent) with respect to any amounts owing under this clause (vi) shall be conclusive absent manifest error.

(d) Repayment of Participations.

(i) At any time after an L/C Issuer has made a payment under any Letter of Credit and has received from any Revolving Credit Lender such Lender's L/C Advance in respect of such payment in accordance with Section 2.03(c), if the Administrative Agent receives for the account of such L/C Issuer any payment in respect of the related Unreimbursed Amount or interest thereon (whether directly from the Borrower or otherwise, including proceeds of Cash Collateral applied thereto by the Administrative Agent), the Administrative Agent will distribute to such Lender its Applicable Revolving Credit Percentage thereof (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such Lender's L/C Advance was outstanding) in the same funds as those received by the Administrative Agent.

(ii) If any payment received by the Administrative Agent for the account of an L/C Issuer pursuant to Section 2.03(c)(i) is required to be returned under any of the circumstances described in Section 10.05 (including pursuant to any settlement entered into by such L/C Issuer in its discretion), each Revolving Credit Lender shall pay to the Administrative Agent for the account of such L/C Issuer its Applicable Revolving Credit Percentage thereof on demand of the Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned by such Lender, at a rate per annum equal to the Federal Funds Rate from time to time in effect. The obligations of the Lenders under this clause shall survive the payment in full of the Obligations and the termination of this Agreement.

(e) Obligations Absolute. The obligation of the Borrower to reimburse each L/C Issuer for each drawing under each Letter of Credit and to repay each L/C Borrowing shall be absolute, unconditional and irrevocable, and shall be paid strictly in accordance with the terms of this Agreement regardless of any circumstances, including any of the following:

(i) any lack of validity or enforceability of such Letter of Credit, this Agreement, or any other Loan Document;

(ii) the existence of any claim, counterclaim, setoff, defense or other right that the Borrower or any Subsidiary may have at any time against any beneficiary or any transferee of such Letter of Credit (or any Person for whom any such beneficiary or any such transferee may be acting), any L/C Issuer or any other

Person, whether in connection with this Agreement, the transactions contemplated hereby or by such Letter of Credit or any agreement or instrument relating thereto, or any unrelated transaction;

(iii) any draft, demand, certificate or other document presented under such 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; or any loss or delay in the transmission or otherwise of any document required in order to make a drawing under such Letter of Credit;

(iv) any payment by any L/C Issuer under such Letter of Credit against presentation of a draft or certificate that does not strictly comply with the terms of such Letter of Credit; or any payment made by any L/C Issuer under such Letter of Credit to any Person purporting to be a trustee in bankruptcy, debtor-in-possession, assignee for the benefit of creditors, liquidator, receiver or other representative of or successor to any beneficiary or any transferee of such Letter of Credit, including any arising in connection with any proceeding under any Debtor Relief Law; or

(v) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing, including any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Borrower or any Subsidiary.

The Borrower or the applicable account party thereon, as the case may be, shall promptly examine a copy of each Letter of Credit and each amendment thereto that is delivered to it and, in the event of any claim of noncompliance with the Borrower's or such account party's instructions or other irregularity, the Borrower or such account party will immediately notify the applicable L/C Issuer. The Borrower and any such account party shall be conclusively deemed to have waived any such claim against the applicable L/C Issuer and its correspondents unless such notice is given as aforesaid.

(f) Role of the L/C Issuers. Each Lender and the Borrower agree that, in paying any drawing under a Letter of Credit, no L/C Issuer shall have any responsibility to obtain any document (other than any sight draft, certificates and documents expressly required by the Letter of Credit) or to ascertain or inquire as to the validity or accuracy of any such document or the authority of the Person executing or delivering any such document. None of any L/C Issuer, the Administrative Agent, any of their respective Related Parties nor any correspondent, participant or assignee of any L/C Issuer shall be liable to any Lender for (i) any action taken or omitted in connection herewith at the request or with the approval of the Revolving Credit Lenders or the Required Revolving Lenders, as applicable; (ii) any action taken or omitted in the absence of gross negligence or willful misconduct; or (iii) the due execution, effectiveness, validity or enforceability of any document or instrument related to any Letter of Credit or Issuer Document. The Borrower hereby agrees, for itself and each Loan Party, and by requesting any Letter of Credit for the account of any other Person, that Borrower and such Person hereby assume all risks of the acts or omissions of any beneficiary or transferee with respect to its use of any Letter of Credit; provided, however, that this assumption is not intended to, and shall not, preclude the Borrower, or another Person, as the case may be, pursuing such rights and remedies as it may have against the beneficiary or transferee at law or under any other agreement. None of any L/C Issuer, the Administrative Agent, any of their respective Related Parties nor any correspondent, participant or assignee of any L/C Issuer shall be liable or responsible for any of the matters described in clauses (i) through (v) of Section 2.03(e); provided, however, that anything in such clauses to the contrary notwithstanding, the Borrower may have a claim against any L/C Issuer, and any L/C Issuer may be liable to the Borrower on a Letter of Credit to the extent, but only to the extent, of any direct, as opposed to consequential or exemplary, damages suffered by the Borrower or any subsidiary of the Borrower or joint venture of any of the foregoing, as the case may be, which the Borrower or such other Person proves were caused by such L/C Issuer's willful misconduct or gross negligence or such L/C Issuer's willful failure to pay under any Letter of Credit after the presentation to it by the beneficiary of a sight draft and certificate(s) strictly complying with the terms and conditions of a Letter of Credit. In furtherance and not in limitation of the foregoing, each L/C 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 no L/C Issuer shall be responsible for the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign a Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason. Each applicable L/C Issuer shall deliver to the Borrower or the applicable account party, as the case may be, copies of any documents purporting to assign or transfer a Letter of Credit issued for the account

such Person. The failure of such L/C Issuer to deliver such documents will not relieve the Borrower or any Loan Party of its obligations hereunder or under the other Loan Documents.

(g) Applicability of ISP and UCP. Unless otherwise expressly agreed by the applicable L/C Issuer and the Borrower, when a Letter of Credit is issued, (i) the Borrower may specify that either the rules of the ISP or the rules of the Uniform Customs and Practice for Documentary Credits ("UCP"), as most recently published by the International Chamber of Commerce at the time of issuance, apply to each standby Letter of Credit, and (ii) the rules of the UCP shall apply to each commercial Letter of Credit.

(h) Letter of Credit Fees. The Borrower shall pay to the Administrative Agent for the account of each Revolving Credit Lender in accordance with its Applicable Revolving Credit Percentage a Letter of Credit fee (the "Letter of Credit Fee") for each Letter of Credit issued hereunder equal to the Applicable Rate with respect to Term SOFR Loans times the daily amount available to be drawn under such Letter of Credit on a quarterly basis in arrears; provided, however, any Letter of Credit Fees otherwise payable for the account of a Defaulting Lender with respect to any Letter of Credit as to which such Defaulting Lender has not provided Cash Collateral satisfactory to the applicable L/C Issuer pursuant to this Section 2.03 shall be payable, to the maximum extent permitted by applicable Law, to the other Lenders in accordance with the upward adjustments in their respective Applicable Revolving Credit Percentages allocable to such Letter of Credit pursuant to Section 2.16(a)(iv), with the balance of such fee, if any, payable to the applicable L/C Issuer for its own account; provided further, that if any portion of such L/C Issuer's Fronting Exposure is Cash Collateralized by the Borrower pursuant to the second sentence of Section 2.15(a), then the Borrower shall not be required to pay a Letter of Credit Fee with respect to such Cash Collateralized portion of such Fronting Exposure. For purposes of computing the daily amount available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 1.06. Letter of Credit Fees shall be (i) computed on a quarterly basis in arrears and (ii) due and payable on the tenth day after the end of each March, June, September and December, commencing with the first such date to occur after the issuance of such Letter of Credit, on the Letter of Credit Expiration Date and thereafter on demand. If there is any change in the Applicable Rate during any quarter, the daily maximum amount of each Letter of Credit shall be computed and multiplied by the Applicable Rate separately for each period during such quarter that such Applicable Rate was in effect.

(i) Fronting Fee and Documentary and Processing Charges Payable to L/C Issuers. The Borrower shall pay directly to each L/C Issuer for its own account a fronting fee with respect to each Letter of Credit issued hereunder equal to the greater of (i) $125 or (ii) one-eighth percent (0.125%) per annum, computed on the daily maximum amount available to be drawn under such Letter of Credit (whether or not such maximum amount is then in effect under such Letter of Credit) and on a quarterly basis in arrears, and due and payable on the tenth day after the end of each March, June, September and December, commencing with the first such date to occur after the issuance of such Letter of Credit, on the Letter of Credit Expiration Date and thereafter on demand. For purposes of computing the daily amount available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 1.06. In addition, the Borrower shall pay directly to each L/C Issuer for its own account the customary issuance, presentation, amendment and other processing fees, and other standard costs and charges, of such L/C Issuer relating to letters of credit as from time to time in effect. Such customary fees and standard costs and charges are due and payable on demand and are nonrefundable.

(j) Conflict with Issuer Documents. In the event of any conflict between the terms hereof and the terms of any Issuer Document, the terms hereof shall control.

(k) Letters of Credit Issued for Affiliates. Notwithstanding that a Letter of Credit issued or outstanding hereunder is in support of any obligations of, or is for the account of, a Subsidiary or Affiliate, the Borrower shall be obligated to reimburse each L/C Issuer hereunder for any and all drawings under such Letter of Credit. The Borrower hereby acknowledges that the issuance of Letters of Credit for the account of another Person inures to the benefit of the Borrower, and that the Borrower's business derives substantial benefits from the businesses of such Person.

(l) Additional L/C Issuers. From time to time, the Borrower may by notice to the Administrative Agent designate additional Lenders that agree (in their sole discretion) to act in such capacity. Each such additional L/C Issuer shall execute and deliver to the Administrative Agent a counterpart of this Agreement (which counterpart shall

also note such additional L/C Issuer's Letter of Credit Commitment) and upon the Administrative Agent's acknowledgment of receipt shall thereafter be an L/C Issuer hereunder for all purposes.

(m) Modification and Termination of Letter of Credit Commitments of L/C Issuers.

(i) The Letter of Credit Commitment of any L/C Issuer may be terminated at any time by written notice by the Borrower to the Administrative Agent and such L/C Issuer.

(ii) By written notice to the Borrower, each L/C Issuer may from time to time request that such L/C Issuer's Letter of Credit Commitment be increased, decreased or terminated. If the Borrower accepts such modification or termination, the Borrower and such L/C Issuer shall enter into a written agreement as to such Letter of Credit Commitment increase, decrease or termination and shall also provide a copy of such written agreement to the Administrative Agent.

(iii) From and after the effective date of any termination or decrease under clause (i) or (ii) above, the L/C Issuer whose Letter of Credit Commitment was terminated or decreased shall remain a party hereto, and if such L/C Issuer's Letter of Credit Commitment shall have been terminated, shall continue to have all the rights and obligations of an L/C Issuer under this Agreement with respect to Letters of Credit issued by it prior to such termination (and shall continue to be an "L/C Issuer" for purposes of this Agreement), but it shall not be required to issue any additional Letters of Credit hereunder. If the L/C Issuer's Letter of Credit Commitment shall have been decreased, such L/C Issuer shall continue to have all the rights and obligations of an L/C Issuer under this Agreement with respect to Letters of Credit issued by it prior to such decrease and shall continue to be an "L/C Issuer" for purposes of this Agreement with respect to such Letters of Credit and to the extent of its Letter of Credit Commitment but it shall not be required to issue any additional Letters of Credit hereunder to the extent the Outstanding Amount of all L/C Obligations in respect of Letters of Credit issued by such L/C Issuer would exceed such L/C Issuer's decreased Letter of Credit Commitment unless otherwise agreed to by such L/C Issuer.

2.04 **Swing Line Loans.**

(a) The Swing Line. Subject to the terms and conditions set forth herein, the Swing Line Lender, in reliance upon the agreements of the other Lenders set forth in this Section 2.04, may in its sole discretion make loans (each such loan, a "Swing Line Loan") to the Borrower from time to time on any Business Day during the Availability Period in an aggregate amount not to exceed at any time outstanding the amount of the Swing Line Sublimit, notwithstanding the fact that such Swing Line Loans, when aggregated with the Applicable Revolving Credit Percentage of the Outstanding Amount of Revolving Credit Loans and L/C Obligations of the Lender acting as Swing Line Lender, may exceed the amount of such Lender's Revolving Credit Commitment; provided, however, that after giving effect to any Swing Line Loan, (i) the Total Revolving Credit Outstandings shall not exceed the Revolving Credit Facility at such time, and (ii) the aggregate Outstanding Amount of the Revolving Credit Loans of any Revolving Credit Lender at such time, plus such Revolving Credit Lender's Applicable Revolving Credit Percentage of the Outstanding Amount of all L/C Obligations at such time, plus such Revolving Credit Lender's Applicable Revolving Credit Percentage of the Outstanding Amount of all Swing Line Loans at such time shall not exceed such Lender's Revolving Credit Commitment, and provided, further, that the Borrower shall not use the proceeds of any Swing Line Loan to refinance any outstanding Swing Line Loan. Within the foregoing limits, and subject to the other terms and conditions hereof, the Borrower may borrow under this Section 2.04, prepay under Section 2.05, and reborrow under this Section 2.04. Each Swing Line Loan shall be a SOFR Daily Floating Rate Loan. Immediately upon the making of a Swing Line Loan, each Revolving Credit Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the Swing Line Lender a risk participation in such Swing Line Loan in an amount equal to the product of such Revolving Credit Lender's Applicable Revolving Credit Percentage times the amount of such Swing Line Loan.

(b) Borrowing Procedures. Each Swing Line Borrowing shall be made upon the Borrower's irrevocable notice to the Swing Line Lender and the Administrative Agent, which may be given by (A) telephone or (B) by a Swing Line Loan Notice; provided that any telephonic notice must be confirmed promptly by delivery to the Swing

Line Lender and the Administrative Agent of a Swing Line Loan Notice. Each such notice (other than a Swing Line Loan Notice confirming a telephonic notice in accordance with the previous sentence) must be received by the Swing Line Lender and the Administrative Agent not later than 1:00 p.m. on the requested borrowing date, and shall specify (i) the amount to be borrowed, which shall be a minimum of $100,000, and (ii) the requested borrowing date, which shall be a Business Day. Promptly after receipt by the Swing Line Lender of any Swing Line Loan Notice, the Swing Line Lender will confirm with the Administrative Agent (by telephone or in writing) that the Administrative Agent has also received such Swing Line Loan Notice and, if not, the Swing Line Lender will notify the Administrative Agent (by telephone or in writing) of the contents thereof. Unless the Swing Line Lender has received notice (by telephone or in writing) from the Administrative Agent (including at the request of any Revolving Credit Lender) prior to 2:00 p.m. on the date of the proposed Swing Line Borrowing (A) directing the Swing Line Lender not to make such Swing Line Loan as a result of the limitations set forth in the proviso to the first sentence of Section 2.04(a), or (B) that one or more of the applicable conditions specified in Article IV is not then satisfied, then, subject to the terms and conditions hereof, the Swing Line Lender will, not later than 3:00 p.m. on the borrowing date specified in such Swing Line Loan Notice, make the amount of its Swing Line Loan available to the Borrower at its office by crediting the account of the Borrower on the books of the Swing Line Lender in immediately available funds.

(c) Refinancing of Swing Line Loans.

(i) The Swing Line Lender at any time in its sole and absolute discretion may request, on behalf of the Borrower (which hereby irrevocably authorizes the Swing Line Lender to so request on its behalf), that each Revolving Credit Lender make a Base Rate Loan in an amount equal to such Lender's Applicable Revolving Credit Percentage of the amount of Swing Line Loans then outstanding. Such request shall be made in writing (which written request shall be deemed to be a Committed Loan Notice for purposes hereof) and in accordance with the requirements of Section 2.02, without regard to the minimum and multiples specified therein for the principal amount of Base Rate Loans, but subject to the unutilized portion of the Revolving Credit Facility and the conditions set forth in Section 4.02. The Swing Line Lender shall furnish the Borrower with a copy of the applicable Committed Loan Notice promptly after delivering such notice to the Administrative Agent. Each Revolving Credit Lender shall make an amount equal to its Applicable Revolving Credit Percentage of the amount specified in such Committed Loan Notice available to the Administrative Agent in immediately available funds (and the Administrative Agent may apply Cash Collateral available with respect to the applicable Swing Line Loan) for the account of the Swing Line Lender at the Administrative Agent's Office not later than 1:00 p.m. on the day specified in such Committed Loan Notice, whereupon, subject to Section 2.04(c)(ii), each Revolving Credit Lender that so makes funds available shall be deemed to have made a Base Rate Loan to the Borrower in such amount. The Administrative Agent shall remit the funds so received to the Swing Line Lender.

(ii) If for any reason any Swing Line Loan cannot be refinanced by such a Revolving Credit Borrowing in accordance with Section 2.04(c)(i), the request for Base Rate Loans submitted by the Swing Line Lender as set forth herein shall be deemed to be a request by the Swing Line Lender that each of the Revolving Credit Lenders fund its risk participation in the relevant Swing Line Loan and each Revolving Credit Lender's payment to the Administrative Agent for the account of the Swing Line Lender pursuant to Section 2.04(c)(i) shall be deemed payment in respect of such participation.

(iii) If any Revolving Credit Lender fails to make available to the Administrative Agent for the account of the Swing Line Lender any amount required to be paid by such Lender pursuant to the foregoing provisions of this Section 2.04(c) by the time specified in Section 2.04(c)(i), the Swing Line Lender shall be entitled to recover from such Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to the Swing Line Lender at a rate per annum equal to the greater of the Federal Funds Rate and a rate determined by the Swing Line Lender in accordance with banking industry rules on interbank compensation, plus any administrative, processing or similar fees customarily charged by the Swing Line Lender in connection with the foregoing. If such Lender pays such amount (with interest and fees as aforesaid), the amount so paid shall constitute such Lender's Revolving Credit Loan included in the relevant Revolving Credit Borrowing or funded participation in the relevant Swing Line Loan, as the case

may be. A certificate of the Swing Line Lender submitted to any Lender (through the Administrative Agent) with respect to any amounts owing under this clause (iii) shall be conclusive absent manifest error.

(iv) Each Revolving Credit Lender's obligation to make Revolving Credit Loans or to purchase and fund risk participations in Swing Line Loans pursuant to this Section 2.04(c) shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right which such Lender may have against the Swing Line Lender, the Borrower or any other Person for any reason whatsoever, (B) the occurrence or continuance of a Default, or (C) any other occurrence, event or condition, whether or not similar to any of the foregoing; provided, however, that each Revolving Credit Lender's obligation to make Revolving Credit Loans pursuant to this Section 2.04(c) is subject to the conditions set forth in Section 4.02. No such funding of risk participations shall relieve or otherwise impair the obligation of the Borrower to repay Swing Line Loans, together with interest as provided herein.

(d) Repayment of Participations.

(i) At any time after any Revolving Credit Lender has purchased and funded a risk participation in a Swing Line Loan, if the Swing Line Lender receives any payment on account of such Swing Line Loan, the Swing Line Lender will distribute to such Revolving Credit Lender its Applicable Revolving Credit Percentage thereof in the same funds as those received by the Swing Line Lender.

(ii) If any payment received by the Swing Line Lender in respect of principal or interest on any Swing Line Loan is required to be returned by the Swing Line Lender under any of the circumstances described in Section 10.05 (including pursuant to any settlement entered into by the Swing Line Lender in its discretion), each Revolving Credit Lender shall pay to the Swing Line Lender its Applicable Revolving Credit Percentage thereof on demand of the Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned, at a rate per annum equal to the Federal Funds Rate. The Administrative Agent will make such demand upon the request of the Swing Line Lender. The obligations of the Lenders under this clause shall survive the payment in full of the Obligations and the termination of this Agreement.

(e) Interest for Account of Swing Line Lender. The Swing Line Lender shall be responsible for invoicing the Borrower for interest on the Swing Line Loans. Until each Revolving Credit Lender funds its Base Rate Loan or risk participation pursuant to this Section 2.04 to refinance such Revolving Credit Lender's Applicable Revolving Credit Percentage of any Swing Line Loan, interest in respect of such Applicable Revolving Credit Percentage shall be solely for the account of the Swing Line Lender.

(f) Payments Directly to Swing Line Lender. The Borrower shall make all payments of principal and interest in respect of the Swing Line Loans directly to the Swing Line Lender.

2.05 **Prepayments.**

(a) The Borrower may, upon notice to the Administrative Agent, at any time or from time to time voluntarily prepay Term Loans (with respect to all or a specified tranche, if applicable) and/or Revolving Credit Loans in whole or in part without premium or penalty; provided that (i) such notice must be received by the Administrative Agent not later than 11:00 a.m. (A) two Business Days prior to any date of prepayment of Term SOFR Loans and (B) on the date of prepayment of Base Rate Loans; (ii) any prepayment of Term SOFR Loans shall be in a principal amount of $5,000,000 or a whole multiple of $1,000,000 in excess thereof or, if less, the outstanding amount of such Loans; and (iii) any prepayment of Base Rate Loans shall be in a principal amount of $500,000 or a whole multiple of $100,000 in excess thereof or, in each case, if less, the entire principal amount thereof then outstanding. Each such notice shall specify the date and amount of such prepayment and the Type(s) of Loans to be prepaid and, if Term SOFR Loans are to be prepaid, the Interest Period(s) of such Loans. The Administrative Agent will promptly notify each Lender of its receipt of each such notice and the amount of such Lender's ratable portion of such prepayment (based on such Lender's Applicable Percentage in respect of the relevant Facility). If such notice is given by the

Borrower, the Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. Any prepayment of a Term SOFR Loan shall be accompanied by all accrued interest on the amount prepaid, together with any additional amounts required pursuant to Section 3.05. Subject to Section 2.16, each prepayment of the outstanding Term Loans pursuant to this Section 2.05(a) shall be applied to the principal repayment installments thereof in direct order of maturity, and each such prepayment shall be paid to the Lenders in accordance with their respective Applicable Percentages in respect of the relevant facilities. Notwithstanding anything herein to the contrary, the Borrower may rescind any notice of prepayment under this Section 2.05(a) not later than 1:00 p.m. on the Business Day before such prepayment was scheduled to take place if such prepayment would have resulted from a refinancing of the Loans, which refinancing shall not be consummated or shall otherwise be delayed.

(b) The Borrower may, upon notice to the Swing Line Lender (with a copy to the Administrative Agent), at any time or from time to time, voluntarily prepay Swing Line Loans in whole or in part without premium or penalty; provided that (i) such notice must be received by the Swing Line Lender and the Administrative Agent not later than 1:00 p.m. on the date of the prepayment, and (ii) any such prepayment shall be in a minimum principal amount of $100,000 or, if less, the entire principal amount of Swing Line Loans then outstanding. Each such notice shall specify the date and amount of such prepayment. If such notice is given by the Borrower, the Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein.

(c) If for any reason the Total Revolving Credit Outstandings at any time exceed the Revolving Credit Facility at such time, the Borrower shall within one Business Day following demand by the Administrative Agent prepay the Revolving Credit Loans, Swing Line Loans and L/C Borrowings or Cash Collateralize the L/C Obligations (other than the L/C Borrowings) in an aggregate amount equal to such excess; provided, however, that the Borrower shall not be required to Cash Collateralize the L/C Obligations pursuant to this Section 2.05(c) unless after the prepayment in full of the Revolving Credit Loans, Swing Line Loans and L/C Borrowings the Total Revolving Credit Outstandings exceed the Revolving Credit Facility.

(d) Each prepayment of the Loans under Section 2.05(c) shall be accompanied by all interest then accrued and unpaid on the principal so prepaid, together with any additional amounts required pursuant to Section 3.05. Any principal or interest prepaid pursuant to this Section shall be in addition to, and not in lieu of, all payments otherwise required to be paid under the Loan Documents at the time of such prepayment. Each such prepayment shall be applied to the Term Loans, Revolving Credit Loans or Swing Line Loans, as applicable, of the Appropriate Lenders in accordance with their respective Applicable Percentage in respect of the relevant Facility.

2.06 **Termination or Reduction of Revolving Credit Commitments**.

(a) The Borrower may, upon notice to the Administrative Agent, terminate the Revolving Credit Facility or the Swing Line Sublimit, or from time to time permanently reduce the Revolving Credit Facility or the Swing Line Sublimit; provided that (i) any such notice shall be received by the Administrative Agent not later than noon five Business Days prior to the date of termination or reduction, (ii) any such partial reduction shall be in an aggregate amount of $5,000,000 or any whole multiple of $1,000,000 in excess thereof, and (iii) the Borrower shall not terminate or reduce the (A) Revolving Credit Facility if, after giving effect thereto and to any concurrent prepayments hereunder, the Total Revolving Credit Outstandings would exceed the Revolving Credit Facility, or (B) the Swing Line Sublimit if, after giving effect thereto and to any concurrent prepayments hereunder, the Outstanding Amount of Swing Line Loans would exceed the Swing Line Sublimit. If after giving effect to any reduction or termination of Revolving Credit Commitments under this Section 2.06, the Swing Line Sublimit exceeds the Revolving Credit Facility at such time, the Swing Line Sublimit shall be automatically reduced by the amount of such excess.

(b) The Administrative Agent will promptly notify the Lenders of any termination or reduction of the Swing Line Sublimit or the Revolving Credit Commitment under this Section 2.06. Upon any reduction of the Revolving Credit Commitments, the Revolving Credit Commitment of each Revolving Credit Lender shall be reduced by such Lender's Applicable Revolving Credit Percentage of such reduction amount. All fees in respect of the Revolving Credit Facility accrued until the effective date of any termination of the Revolving Credit Facility shall be

paid on the effective date of such termination. Notwithstanding anything herein to the contrary, the Borrower may rescind any notice of termination of Revolving Credit Commitments under this Section 2.06 not later than 1:00 p.m. on the Business Day before such termination was scheduled to take place if such termination would have resulted from a refinancing of the Revolving Credit Commitments, which refinancing shall not be consummated or shall otherwise be delayed.

2.07 **Repayment of Loans**.

(a) The Borrower shall repay to the Revolving Credit Lenders on the Maturity Date of the Revolving Credit Facility the aggregate principal amount of Revolving Credit Loans outstanding on such date, subject to the provisions of Section 2.17.

(b) The Borrower shall repay each Swing Line Loan on the earlier to occur of (i) the date ten Business Days after such Loan is made and (ii) the Maturity Date for the Revolving Credit Facility, subject to (in the case of clause (ii)) the provisions of Section 2.17.

(c) Subject to the requirements of Section 2.14(a), the Borrower shall repay the Term Loans (i) in the installments and amounts and (ii) on the Maturity Date, in each case as provided in the Incremental Supplement establishing such Term Loans.

2.08 **Interest**.

(a) Subject to the provisions of subsection (b) below, (i) each Term SOFR Loan under a Facility shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to the Term SOFR for such Interest Period plus the Applicable Rate for such Facility with respect to Term SOFR Loans; (ii) each Base Rate Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Base Rate plus the Applicable Rate for such Facility with respect to Base Rate Loans; and (iii) each Swing Line Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the SOFR Daily Floating Rate plus the Applicable Rate.

(b)

(i) If any amount of principal of any Loan is not paid when due (after giving effect to any applicable grace periods), whether at stated maturity, by acceleration or otherwise, such amount shall at all times thereafter bear interest at a fluctuating interest rate per annum equal to the Default Rate to the fullest extent permitted by applicable Laws.

(ii) If any amount (other than principal of any Loan) payable by the Borrower under any Loan Document is not paid when due (after giving effect to any applicable grace periods), whether at stated maturity, by acceleration or otherwise, then upon the request of the Required Lenders, such amount shall thereafter bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws.

(iii) Upon the request of the Administrative Agent or Required Lenders, after an Event of Default under Section 8.01(a) shall have occurred and be continuing, the Borrower shall pay interest on the principal amount of all outstanding Obligations hereunder at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws and shall continue to pay interest at such rate until but excluding the date on which such Event of Default is cured or waived (and thereafter the Pricing Level otherwise applicable shall apply).

(iv) Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

(c) Interest on each Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

2.09 **Fees.** In addition to certain fees described in subsections (h) and (i) of Section 2.03:

(a) Commitment Fee. Subject to Section 2.16(a)(iii), the Borrower shall pay to the Administrative Agent for the account of each Revolving Credit Lender in accordance with its Applicable Revolving Credit Percentage, a commitment fee equal to the Applicable Rate with respect to commitment fees times the actual daily amount by which the Revolving Credit Facility exceeds the sum of (i) the Outstanding Amount of Revolving Credit Loans and (ii) the Outstanding Amount of L/C Obligations, subject to adjustment as provided in Section 2.16 (but excluding, for the avoidance of doubt, the Swing Line Loans). The commitment fees shall accrue at all times during the Availability Period, including at any time during which one or more of the conditions in Article IV are not met, and shall be due and payable quarterly in arrears on the tenth day after each March, June, September and December, commencing with the first such date to occur after the Closing Date, and on the last day of the Availability Period. The commitment fees shall be calculated quarterly in arrears, and if there is any change in the Applicable Rate during any quarter, the actual daily amount shall be computed and multiplied by the Applicable Rate separately for each period during such quarter that such Applicable Rate was in effect.

(b) Other Fees.

(i) The Borrower shall pay to the Arrangers and the Administrative Agent for their own respective accounts fees in the amounts and at the times specified in the Fee Letters. Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever.

(ii) The Borrower shall pay to the Lenders such fees as shall have been separately agreed upon in writing in the amounts and at the times so specified. Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever.

2.10 **Computation of Interest and Fees.** (i)All computations of interest for Base Rate Loans (including Base Rate Loans determined by reference to the Term SOFR) shall be made on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed. All other computations of fees and interest shall be made on the basis of a 360-day year and actual days elapsed (which results in more fees or interest, as applicable, being paid than if computed on the basis of a 365-day year). Interest shall accrue on each Loan for the day on which the Loan is made, and shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid, provided that any Loan that is repaid on the same day on which it is made shall, subject to Section 2.12(a), bear interest for one day. Each determination by the Administrative Agent of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

2.11 **Evidence of Debt**.

(a) The Credit Extensions made by each Lender shall be evidenced by one or more accounts or records maintained by such Lender and by the Administrative Agent in the ordinary course of business in accordance with its usual practice. The accounts or records maintained by the Administrative Agent and each Lender shall be conclusive absent manifest error of the amount of the Credit Extensions made by the Lenders to the Borrower and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the accounts and records of the Administrative Agent in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error. Upon the request of any Lender made through the Administrative Agent, the Borrower shall execute and deliver to such Lender (through the Administrative Agent) a Note, which shall evidence such Lender's Loans in addition to such accounts or records. Each Lender may attach schedules to its Note and endorse thereon the date, Type (if applicable), amount and maturity of its Loans and payments with respect thereto.

(b) In addition to the accounts and records referred to in Section 2.11(a), each Lender and the Administrative Agent shall maintain in accordance with its usual practice accounts or records evidencing the purchases and sales by such Lender of participations in Letters of Credit and Swing Line Loans. Subject to the entries in the Register, which shall be controlling, in the event of any conflict between the accounts and records maintained by the Administrative Agent and the accounts and records of any Lender in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error.

2.12 **Payments Generally; Administrative Agent's Clawback**.

(a) General. All payments to be made by the Borrower shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by the Borrower hereunder shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the Administrative Agent's Office in Dollars and in immediately available funds not later than 2:00 p.m. on the date specified herein. The Administrative Agent will promptly distribute to each Lender its Applicable Percentage in respect of the relevant Facility (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender's Lending Office. All payments received by the Administrative Agent after 2:00 p.m. shall be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. If any payment to be made by the Borrower shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be; except that this sentence shall not apply to the Maturity Date.

(b)

(i) Funding by Lenders; Presumption by Administrative Agent. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing of Term SOFR Loans (or, in the case of any Borrowing of Base Rate Loans, prior to noon on the date of such Borrowing) that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with Section 2.02 (or, in the case of a Borrowing of Base Rate Loans, that such Lender has made such share available in accordance with and at the time required by Section 2.02) and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount in immediately available funds with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (A) in the case of a payment to be made by such Lender, the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation, plus any administrative, processing or similar fees customarily charged by the Administrative Agent in connection with the foregoing, and (B) in the case of a payment to be made by the Borrower, the interest rate applicable to Base Rate Loans. If the Borrower and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrower the amount of such interest paid by the Borrower for such period. If such Lender pays its share of the applicable Borrowing to the Administrative Agent, then the amount so paid shall constitute such Lender's Loan included in such Borrowing. Any payment by the Borrower shall be without prejudice to any claim the Borrower may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(ii) Payments by the Borrower; Presumptions by Administrative Agent. Unless the Administrative Agent shall have received notice from the Borrower prior to the time at which any payment is due to the Administrative Agent for the account of the Lenders or the L/C Issuers hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Appropriate Lenders or the L/C Issuers, as the case may be, the amount due. In such event, if the

Borrower has not in fact made such payment, then each of the Appropriate Lenders or the L/C Issuers, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or such L/C Issuer, in immediately available funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

A notice of the Administrative Agent to any Lender or the Borrower with respect to any amount owing under this subsection (b) shall be conclusive, absent manifest error.

(c) Failure to Satisfy Conditions Precedent. If any Lender makes available to the Administrative Agent funds for any Loan to be made by such Lender as provided in the foregoing provisions of this Article II, and such funds are not made available to the Borrower by the Administrative Agent because the conditions to the applicable Credit Extension set forth in Article IV are not satisfied or waived in accordance with the terms hereof, the Administrative Agent shall return such funds (in like funds as received from such Lender) to such Lender, without interest.

(d) Obligations of Lenders Several. The obligations of the Lenders hereunder to make Term Loans and Revolving Credit Loans, to fund participations in Letters of Credit and Swing Line Loans and to make payments pursuant to Section 10.04(c) are several and not joint. The failure of any Lender to make any Term Loan or Revolving Credit Loan, to fund any such participation or to make any payment under Section 10.04(c) on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Loan, to purchase its participation or to make its payment under Section 10.04(c).

(e) Funding Source. Nothing herein shall be deemed to obligate any Lender to obtain the funds for any Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for any Loan in any particular place or manner.

(f) Insufficient Funds. If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, L/C Borrowings, interest and fees then due hereunder, such funds shall be applied (i) first, toward payment of interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) second, toward payment of principal and L/C Borrowings then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal and L/C Borrowings then due to such parties.

2.13 **Sharing of Payments by Lenders.** If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of (a) Obligations in respect of any the Facilities due and payable to such Lender hereunder and under the other Loan Documents at such time in excess of its Applicable Percentage (according to the proportion of (i) the amount of such Obligations due and payable to such Lender at such time to (ii) the aggregate amount of the Obligations in respect of the Facilities due and payable to all Lenders hereunder and under the other Loan Documents at such time) of payments on account of the Obligations in respect of the Facilities due and payable to all Lenders hereunder and under the other Loan Documents at such time obtained by all the Lenders at such time or (b) Obligations in respect of any of the Facilities owing (but not due and payable) to such Lender hereunder and under the other Loan Documents at such time in excess of its Applicable Percentage (according to the proportion of (i) the amount of such Obligations owing (but not due and payable) to such Lender at such time to (ii) the aggregate amount of the Obligations in respect of the Facilities owing (but not due and payable) to all Lenders hereunder and under the other Loan Documents at such time) of payment on account of the Obligations in respect of the Facilities owing (but not due and payable) to all Lenders hereunder and under the other Loan Documents at such time obtained by all of the Lenders at such time then the Lender receiving such greater proportion shall (a) notify the Administrative Agent of such fact, and (b) purchase (for cash at face value) participations in the Loans and subparticipations in L/C Obligations and Swing Line Loans of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of Obligations in respect of the Facilities then due and payable to the Lenders or owing (but not due and payable) to the Lenders, as the case may be, provided that:

(i) if any such participations or subparticipations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations or subparticipations shall be rescinded and the purchase price restored to the extent of such recovery, without interest; and

(ii) the provisions of this Section shall not be construed to apply to (x) any payment made by or on behalf of the Borrower pursuant to and in accordance with the express terms of this Agreement (including the application of funds arising from the existence of a Defaulting Lender), (y) the application of Cash Collateral provided for in Section 2.15, or (z) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or subparticipations in L/C Obligations or Swing Line Loans to any assignee or participant, other than an assignment to the Borrower or any Affiliate thereof (as to which the provisions of this Section shall apply).

The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation.

2.14 **Increase in Revolving Credit Commitments or Term Loans**.

(a) Request for Increase. Provided there exists no Default, without the consent of the Lenders and upon notice to the Administrative Agent (which shall promptly notify the Lenders), the Borrower may from time to time, request an increase in the Aggregate Credit Facility Amount (as determined by the Borrower) by an amount that will not cause the Aggregate Credit Facility Amount to be greater than the sum of (i) the Aggregate Credit Facility Amount on the Closing Date, plus (ii) $500,000,000; provided that any such request for an increase shall be in a minimum amount of $25,000,000 (or such other amount as agreed to by the Administrative Agent). Such increase in the Aggregate Credit Facility Amount may be utilized by requesting either (i) additional Revolving Credit Commitments or (ii) the making of additional Term Loans (in one or more tranches of Term Loans). At the time of sending such notice, the Borrower shall specify the nature of such increase (either as a Revolving Credit Commitment or as Term Loans (in one or more tranches of Term Loans)) and may request all or part of such increase from the existing Lenders and, if it does so, shall specify (in consultation with the Administrative Agent) the time period within which each Lender is requested to respond (which shall in no event be less than ten Business Days from the date of delivery of such notice to the Lenders). In the event that the Borrower elects to request such increase as Term Loans, the Borrower (in consultation with the Administrative Agent) shall notify the Lenders of the material terms of the Term Loans, including the proposed pricing, maturity, amortization schedule, maximum number of Interest Periods, permitted Types of Term Loans and other terms customary for Term Loans, provided, however that (A) the maturity date for such Term Loans shall not be prior to the Maturity Date with respect to the Revolving Credit Facility and (B) such Term Loans shall not require prepayment other than (i) as otherwise required pursuant to this Agreement and (ii) scheduled amortization in excess of 5% of the aggregate initial principal amount of such Term Loans per annum.

(b) Lender Elections to Increase. Each Lender shall notify the Administrative Agent within such time period whether or not it agrees to increase its Revolving Credit Commitment or make such Term Loans and, if so, whether by an amount equal to, greater than, or less than its Applicable Percentage of such requested increase or new Term Loans, respectively. Any Lender not responding within such time period shall be deemed to have declined to increase its Revolving Credit Commitment or to make Term Loans, respectively.

(c) Notification by Administrative Agent; Additional Lenders. The Administrative Agent shall notify the Borrower and each Lender of the Lenders' responses to each request made hereunder. To achieve the full amount of a requested increase and subject to the approval of the Administrative Agent, and, in the case of increased Revolving Credit Commitments only, each L/C Issuer and the Swing Line Lender (which approvals shall not be unreasonably withheld or delayed), the Borrower may also invite additional Eligible Assignees to become Lenders pursuant to a joinder agreement in form and substance reasonably satisfactory to the Administrative Agent and its counsel. It shall not be a condition to obtaining an increase in the Aggregate Credit Facility Amount that the full amount of such increase requested by the Borrower be approved by the Lenders or any additional Eligible Assignees. If less than the full amount of the increase requested by the Borrower is approved by the Lenders and any additional Eligible Assignee,

the Borrower may, at its option, accept the amount of the increase so approved, or the Borrower may withdraw its request for such increase.

(d) Effective Date and Allocations. If the Aggregate Credit Facility Amount is increased in accordance with this Section, the Administrative Agent and the Borrower shall determine the effective date (the "Increase Effective Date") and the final allocation of such increase. The Administrative Agent shall promptly notify the Borrower and the Lenders of the final amount and allocation of such increase and the Increase Effective Date.

(e) Incremental Supplement. Any increase in Revolving Credit Commitments or the making of Term Loans pursuant to this Section shall become effective pursuant to a supplement (an "Incremental Supplement") to this Agreement and, as appropriate, the other Loan Documents, executed by the Borrower, each Lender (and, if applicable, each Eligible Assignee) agreeing to provide such increased Revolving Credit Commitments or Term Loans, as applicable, and the Administrative Agent.

(f) Conditions to Effectiveness of Increase. As a condition precedent to such increase and any Incremental Supplement, the Borrower shall deliver to the Administrative Agent a certificate of each Loan Party dated as of the Increase Effective Date (in sufficient copies for each Lender) signed by a Responsible Officer of such Loan Party (x) certifying and attaching the resolutions adopted by such Loan Party approving or consenting to such increase, and (y) in the case of the Borrower, certifying that, before and upon giving effect to such increase, (A) the representations and warranties contained in Article V and the other Loan Documents are true and correct in all material respects on and as of the Increase Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date, and except that for purposes of this Section 2.14, the representations and warranties contained in subsection (a) of Section 5.05 shall be deemed to refer to the most recent statements furnished pursuant to clauses (a) and (b) of Section 6.01, and (B) no Default exists. The Borrower shall prepay any Revolving Credit Loans outstanding on the Increase Effective Date (and pay any additional amounts required pursuant to Section 3.05) to the extent necessary to keep the outstanding Revolving Credit Loans ratable with any revised Applicable Revolving Credit Percentages arising from any nonratable increase in the Revolving Credit Commitments under this Section.

(g) Conflicting Provisions. This Section shall supersede any provisions in Section 2.13 or 10.01 to the contrary.

2.15 **Cash Collateral**.

(a) Certain Credit Support Events. Upon the request of the Administrative Agent or any L/C Issuer (i) if such L/C Issuer has honored any full or partial drawing request under any Letter of Credit and such drawing has resulted in an L/C Borrowing, or (ii) if, as of the Letter of Credit Expiration Date, any L/C Obligation for any reason remains outstanding, the Borrower shall, in each case, immediately Cash Collateralize the then Outstanding Amount of all L/C Obligations. At any time that there shall exist a Defaulting Lender, immediately upon the request of the Administrative Agent, any L/C Issuer or the Swing Line Lender, the Borrower shall deliver to the Administrative Agent Cash Collateral in an amount sufficient to cover all Fronting Exposure (after giving effect to Section 2.16(a)(iv) and any Cash Collateral provided by the Defaulting Lender).

(b) Grant of Security Interest. All Cash Collateral (other than credit support not constituting funds subject to deposit) shall be maintained in blocked, non-interest bearing deposit accounts at Bank of America. The Borrower, and to the extent provided by any Lender, such Lender, hereby grants to (and subjects to the control of) the Administrative Agent, for the benefit of the Administrative Agent, the L/C Issuers and the Lenders (including the Swing Line Lender), and agrees to maintain, a first priority security interest in all such cash, deposit accounts and all balances therein, and all other property so provided as collateral pursuant hereto, and in all proceeds of the foregoing, all as security for the obligations to which such Cash Collateral may be applied pursuant to Section 2.15(c). If at any time the Administrative Agent determines that Cash Collateral is subject to any right or claim of any Person other than the Administrative Agent as herein provided, or that the total amount of such Cash Collateral is less than the applicable Fronting Exposure and other obligations secured thereby, the Borrower or the relevant Defaulting Lender will,

promptly upon demand by the Administrative Agent, pay or provide to the Administrative Agent additional Cash Collateral in an amount sufficient to eliminate such deficiency.

(c) Application. Notwithstanding anything to the contrary contained in this Agreement, Cash Collateral provided under any of this Section 2.15 or Sections 2.03, 2.04, 2.05, 2.16 or 8.02 in respect of Letters of Credit or Swing Line Loans shall be held and applied to the satisfaction of the specific L/C Obligations, Swing Line Loans, obligations to fund participations therein (including, as to Cash Collateral provided by a Defaulting Lender, any interest accrued on such obligation) and other obligations for which the Cash Collateral was so provided, prior to any other application of such property as may be provided for herein.

(d) Release. Cash Collateral (or the appropriate portion thereof) provided to reduce Fronting Exposure or other obligations shall be released promptly following (i) the elimination of the applicable Fronting Exposure or other obligations giving rise thereto (including by the termination of Defaulting Lender status of the applicable Lender (or, as appropriate, its assignee following compliance with Section 10.06(b)(vi))) or (ii) the Administrative Agent's good faith determination that there exists excess Cash Collateral; provided, however, (x) that Cash Collateral furnished by or on behalf of a Loan Party shall not be released during the continuance of a Default or Event of Default (and following application as provided in this Section 2.15 may be otherwise applied in accordance with Section 8.03), and (y) the Person providing Cash Collateral and the applicable L/C Issuer or Swing Line Lender, as applicable, may agree that Cash Collateral shall not be released but instead held to support future anticipated Fronting Exposure or other obligations.

2.16 **Defaulting Lenders**.

(a) Adjustments. Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as that Lender is no longer a Defaulting Lender, to the extent permitted by applicable Law:

(i) Waivers and Amendments. That Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in Section 10.01.

(ii) Reallocation of Payments. Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of that Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Article VIII or otherwise, and including any amounts made available to the Administrative Agent by that Defaulting Lender pursuant to Section 10.08), shall be applied at such time or times as may be determined by the Administrative Agent as follows: first, to the payment of any amounts owing by that Defaulting Lender to the Administrative Agent hereunder; second, to the payment on a pro rata basis of any amounts owing by that Defaulting Lender to the L/C Issuers or Swing Line Lender hereunder; third, if so determined by the Administrative Agent or requested by any L/C Issuer or Swing Line Lender, to be held as Cash Collateral for future funding obligations of that Defaulting Lender of any participation in any Swing Line Loan or Letter of Credit; fourth, as the Borrower may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which that Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; fifth, if so determined by the Administrative Agent and the Borrower, to be held in an interest bearing deposit account and released in order to satisfy obligations of that Defaulting Lender to fund Loans under this Agreement; sixth, to the payment of any amounts then owing to the Lenders, the L/C Issuers or Swing Line Lender as a result of any judgment of a court of competent jurisdiction obtained by any Lender, any L/C Issuer or Swing Line Lender against that Defaulting Lender as a result of that Defaulting Lender's breach of its obligations under this Agreement; seventh, so long as no Default or Event of Default exists, to the payment of any amounts then owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against that Defaulting Lender as a result of that Defaulting Lender's breach of its obligations under this Agreement; and eighth, to that Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if (x) such payment is a payment of the principal amount of any Loans or L/C Borrowings in respect of which that Defaulting Lender has not fully funded its appropriate share and (y) such Loans or L/C Borrowings were made at a time when the conditions set forth in Section

4.02 were satisfied or waived, such payment shall be applied solely to pay the Loans of, and L/C Borrowings owed to, all non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of, or L/C Borrowings owed to, that Defaulting Lender. Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or to post Cash Collateral pursuant to this Section 2.16(a)(ii) shall be deemed paid to and redirected by that Defaulting Lender, and each Lender irrevocably consents hereto.

(iii) Certain Fees. That Defaulting Lender (x) shall not be entitled to receive any commitment fee pursuant to Section 2.09(a) for any period during which that Lender is a Defaulting Lender (and the Borrower shall not be required to pay any such fee that otherwise would have been required to have been paid to that Defaulting Lender) and (y) shall be limited in its right to receive Letter of Credit Fees as provided in Section 2.03(h).

(iv) Reallocation of Applicable Revolving Credit Percentages to Reduce Fronting Exposure. During any period in which there is a Defaulting Lender, for purposes of computing the amount of the obligation of each non-Defaulting Lender to acquire, refinance or fund participations in Letters of Credit or Swing Line Loans pursuant to Sections 2.03 and 2.04, the "Applicable Revolving Credit Percentage" of each non-Defaulting Lender shall be computed without giving effect to the Revolving Credit Commitment of that Defaulting Lender; provided, that, (i) each such reallocation shall be given effect only if, at the date the applicable Lender becomes a Defaulting Lender, no Event of Default exists; and (ii) the aggregate obligation of each non-Defaulting Lender to acquire, refinance or fund participations in Letters of Credit and Swing Line Loans shall not exceed the positive difference, if any, of (1) the Revolving Credit Commitment of that non-Defaulting Lender minus (2) the aggregate Outstanding Amount of the Revolving Credit Loans of that Lender.

(b) Defaulting Lender Cure. If the Borrower, the Administrative Agent, Swing Line Lender and each L/C Issuer agree in writing in their sole discretion that a Defaulting Lender should no longer be deemed to be a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein (which may include arrangements with respect to any Cash Collateral), that Lender will, to the extent applicable, purchase at par that portion of outstanding Loans of the other Lenders or take such other actions as the Administrative Agent may determine to be necessary to cause the Revolving Credit Loans and funded and unfunded participations in Letters of Credit and Swing Line Loans to be held on a pro rata basis by the Lenders in accordance with their Applicable Revolving Credit Percentages (without giving effect to Section 2.16(a)(iv)), whereupon that Lender will cease to be a Defaulting Lender; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while that Lender was a Defaulting Lender; and provided, further, subject to Section 10.23 and except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

2.17 **Extension of Maturity Date; Removal of Lenders**.

(a) At any time after the Closing Date, subject to the remaining terms and provisions of this Section 2.17, the Borrower shall have the option to twice extend the Maturity Date for the Revolving Credit Facility for a period of one (1) year (each such option shall be referred to herein as an "Extension Option"); provided that, after giving effect to any such extension, the Maturity Date as so extended may not be more than five years after the applicable Extension Closing Date. In connection with the Extension Option, the Borrower may, by written notice to the Administrative Agent (a "Notice of Extension"), not later than thirty (30) days prior to the then effective Maturity Date for the Revolving Credit Facility, advise the Revolving Credit Lenders that it requests an extension of the then effective Maturity Date for the Revolving Credit Facility (such then effective Maturity Date being the "Existing Maturity Date") by one (1) year effective as the Extension Closing Date. The Administrative Agent will promptly, and in any event within five (5) Business Days of the receipt of any such Notice of Extension, notify the Revolving Credit Lenders of the contents of each such Notice of Extension.

(b) Each Notice of Extension shall (i) be irrevocable and (ii) constitute a representation by the Borrower that no Event of Default or Default has occurred and is continuing.

(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 Revolving Credit Lender of the contents thereof, such Revolving Credit Lender shall, on or before the day that is fifteen (15) days following the date of Administrative Agent's receipt of said Notice of Extension, advise the Administrative Agent in writing whether or not such Lender consents to the extension requested thereby and if any Revolving Credit Lender fails so to advise the Administrative Agent, such Revolving Credit Lender shall be deemed to have not consented to such extension. If the Required Revolving Lenders so consent (the "Consenting Lenders") to such extension, which consent may be withheld in their sole and absolute discretion, the Maturity Date for the Revolving Credit Facility and the Revolving Credit Commitments of the Consenting Lenders shall be automatically extended to the same date in the year following the Existing Maturity Date (the "Extended Maturity Date") effective as of the first date on which such consent of the Required Lenders is obtained (being referred to as the "Extension Closing Date") and the Maturity Date as to any and all Revolving Credit Lenders who have not consented (the "Non-Consenting Lenders") shall remain as the Existing Maturity Date, subject to Section 2.17(d). The Administrative Agent shall promptly notify the Borrower and all of the Revolving Credit Lenders of each written notice of consent given pursuant to this Section 2.17(c).

(d) The Borrower may replace any Non-Consenting Lender at any time on or before the Existing Maturity Date with an assignee (including, for the avoidance of doubt, with a Consenting Lender) in accordance with and subject to Section 10.06 and Section 10.13, including consents required under Section 10.06, provided that such assignee has consented to the extension of the Existing Maturity Date to the Extended Maturity Date then in effect, and upon such replacement, the Maturity Date with respect to the Revolving Credit Loans and Revolving Credit Commitments of such replacement Revolving Credit Lender shall be the Extended Maturity Date.

(e) If all of the Revolving Credit Commitments of the Non-Consenting Lenders are not replaced on or before the Existing Maturity Date, then the Revolving Credit Commitments of each Non-Consenting Lender not so replaced shall terminate on the Existing Maturity Date, and the Borrower shall fully repay on the Existing Maturity Date the Revolving Credit Loans (including, without limitation, all accrued and unpaid interest and unpaid fees), if any, of such Non-Consenting Lenders, which shall reduce the aggregate Revolving Credit Commitments accordingly. Following the Existing Maturity Date, the Non-Consenting Lenders shall have no further obligations under this Agreement, including, no obligations in respect of participations in Letters of Credit or Swing Line Loans. On the Existing Maturity Date applicable to each Non-Consenting Lender, all or any part of such Non-Consenting Lenders' Applicable Percentage of the outstanding amount of L/C Obligations and Swing Line Loans shall be reallocated among the Consenting Lenders (including any replacement Revolving Credit Lenders under Section 2.17(d)) in accordance with their respective Applicable Percentages (calculated without regard to the Non-Consenting Lenders' Commitments), but only to the extent that such reallocation does not cause, with respect to any Consenting Lender (including any such replacement Revolving Credit Lender), the aggregate outstanding amount of the Revolving Credit Loans of such Revolving Credit Lender, plus such Revolving Credit Lender's Applicable Percentage of the outstanding amount of all L/C Obligations, plus such Revolving Credit Lender's Applicable Percentage of the outstanding amount of all Swing Line Loans to exceed such Revolving Credit Lender's Commitments as in effect at such time. If the reallocation described in the preceding sentence cannot, or can only partially, be effected, the Borrower shall repay Swing Line Loans and Cash Collateralize the L/C Obligations to the extent that, after giving effect to the reallocation pursuant to the preceding sentence and such payment and such Cash Collateralization of L/C Obligations, the outstanding amounts of all Revolving Credit Loans (including Swing Line Loans) and L/C Obligations do not exceed the Revolving Credit Commitments of the Consenting Lenders (including such replacement Revolving Credit Lenders). The amount of Cash Collateral provided by the Borrower pursuant to this section shall reduce the Non-Consenting Lenders' Applicable Percentage of the outstanding amount of L/C Obligations (after giving effect to any partial reallocation above) on a pro rata basis.

(f) In the event that any Non-Consenting Lender is a L/C Issuer and any one or more Letters of Credit issued by such L/C Issuer under this Agreement remain outstanding on such L/C Issuer's Maturity Date, the Borrower shall deposit cash collateral with such L/C Issuer in an amount equal to the aggregate face amount of such Letters of Credit upon terms reasonably satisfactory to such L/C Issuer to secure the Borrower's obligations to reimburse for

drawings under such Letters of Credit or make other arrangements satisfactory to such L/C Issuer with respect to such Letters of Credit including providing other credit support.

ARTICLE III.
TAXES, YIELD PROTECTION AND ILLEGALITY

3.01 **Taxes.**

(a) Payments Free of Taxes; Obligation to Withhold; Payments on Account of Taxes. (i) Any and all payments by or on account of any obligation of any Loan Party hereunder or under any other Loan Document shall be made free and clear of and without reduction or withholding for any Taxes, except as required by applicable Law. If, however, applicable Laws require any Loan Party or the Administrative Agent to withhold or deduct any Tax, such Tax shall be withheld or deducted in accordance with such Laws as determined by the Loan Party or the Administrative Agent, as the case may be, upon the basis of the information and documentation to be delivered pursuant to subsection (e) below.

(ii) If any Loan Party or the Administrative Agent shall be required by applicable Law to withhold or deduct any Taxes, including United States federal backup withholding Taxes, from any payment, then (A) the Loan Party or Administrative Agent shall withhold or make such deductions as are determined by the Loan Party or Administrative Agent to be required based upon the information and documentation it has received pursuant to subsection (e) below, (B) the Loan Party or Administrative Agent, as applicable, shall timely pay the full amount withheld or deducted to the relevant Governmental Authority in accordance with applicable Laws, and (C) to the extent that the withholding or deduction is made on account of Indemnified Taxes or Other Taxes, the sum payable by the Borrower or any other Loan Party shall be increased as necessary so that after any required withholding or the making of all required deductions (including deductions and withholdings applicable to additional sums payable under this Section) the Administrative Agent or Lender, as the case may be, receives an amount equal to the sum it would have received had no such withholding or deduction been made.

(b) Payment of Other Taxes by the Borrower. Without limiting the provisions of, or duplication of the obligations set forth in, subsection (a) above, the Borrower shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable Laws.

(c) Tax Indemnifications. (i) Without limiting the provisions of, or duplication of the obligations set forth in, subsection (a) or (b) above, the Borrower shall, and does hereby, indemnify the Administrative Agent and each Lender, and shall make payment in respect thereof within 10 days after demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) withheld or deducted by the Borrower or the Administrative Agent or payable or paid by the Administrative Agent or such Lender, as the case may be, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of any such payment or liability delivered to the Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(ii) Without limiting the provisions of subsection (a) or (b) above, each Lender shall, and does hereby, indemnify the Borrower and the Administrative Agent, and shall make payment in respect thereof within 10 days after demand therefor, against (i) any and all Taxes and any and all related losses, claims, liabilities, penalties, interest and expenses (including the fees, charges and disbursements of any counsel for the Borrower or the Administrative Agent) incurred by or asserted against the Borrower or the Administrative Agent by any Governmental Authority as a result of the failure by such Lender, to deliver, or as a result of the inaccuracy, inadequacy or deficiency of, any documentation required to be delivered by such Lender, to the Borrower or the Administrative Agent pursuant to subsection (e), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 10.06(d) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in the case of clauses (ii) and (iii), that are

payable or paid by the Borrower or the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Borrower or the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under this Agreement or any other Loan Document against any amount due to the Administrative Agent under this clause (ii). The agreements in this clause (ii) shall survive the resignation and/or replacement of the Administrative Agent, any assignment of rights by, or the replacement of, a Lender, the termination of the Revolving Credit Facility and the repayment, satisfaction or discharge of all other Obligations.

(d) Evidence of Payments. Upon request by the Borrower or the Administrative Agent, as the case may be, after any payment of Taxes by the Borrower or by the Administrative Agent to a Governmental Authority as provided in this Section 3.01, the Borrower shall deliver to the Administrative Agent or the Administrative Agent shall deliver to the Borrower, as the case may be, the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Borrower or the Administrative Agent, as the case may be.

(e) Status of Lenders; Tax Documentation. (i) Each Lender shall deliver to the Borrower and to the Administrative Agent, at the time or times prescribed by applicable Laws or when reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation prescribed by applicable Laws or by the taxing authorities of any jurisdiction and such other reasonably requested information as will permit the Borrower or the Administrative Agent, as the case may be, to determine (A) whether or not payments made hereunder or under any other Loan Document are subject to backup withholding or information reporting requirements, (B) if applicable, the required rate of withholding or deduction, and (C) such Lender's entitlement to any available exemption from, or reduction of, applicable Taxes in respect of all payments to be made to such Lender by the Borrower pursuant to this Agreement or otherwise to establish such Lender's status for withholding tax purposes in the applicable jurisdiction.

(ii) Without limiting the generality of the foregoing, if the Borrower is a "United States person" within the meaning of Section 7701(a)(30) of the Code, including any disregarded entity thereof (a "United States Person"),

(A) any Lender that is a United States Person shall deliver to the Borrower and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the request of the Borrower or the Administrative Agent), executed copies of IRS Form W-9 or such other documentation or information prescribed by applicable Laws or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent, as the case may be, to determine whether or not such Lender is subject to backup withholding or information reporting requirements; and

(B) each Foreign Lender that is entitled under the Code or any applicable treaty to an exemption from or reduction of withholding tax with respect to payments hereunder or under any other Loan Document shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of originals as shall be requested by the Administrative Agent or the Borrower) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the request of the Borrower or the Administrative Agent, but only if such Foreign Lender is legally entitled to do so), whichever of the following is applicable:

(I) executed copies of IRS Form W-8BEN-E or W-8BEN, as applicable, claiming eligibility for benefits of an income tax treaty to which the United States is a party,

(II) executed copies of IRS Form W-8ECI,

(III) executed copies of IRS Form W-8IMY and all required supporting documentation,

(IV) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate to the effect that such Foreign Lender is not (A) a "bank" within the meaning of Section 881(c)(3)(A) of the Code, (B) a "10 percent shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, or (C) a "controlled foreign corporation" related to the Borrower as described in Section 881(c)(3)(C) of the Code and (y) executed copies of IRS Form W-8BEN-E or W-8BEN, as applicable, or

(V) executed copies of any other form prescribed by applicable Laws as a basis for claiming exemption from or a reduction in United States federal withholding tax together with such supplementary documentation as may be prescribed by applicable Laws to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made.

(iii) Each Lender shall promptly (A) notify the Borrower and the Administrative Agent of any change in circumstances which would modify or render invalid any claimed exemption or reduction and update any form or documentation previously delivered if such form or documentation expires or becomes obsolete or inaccurate in any respect or notify the Borrower and the Administrative Agent in writing of its legal inability to do so and (B) take such steps as shall not be materially disadvantageous to it, in the reasonable judgment of such Lender, and as may be reasonably necessary (including the re-designation of its Lending Office) to avoid any requirement of applicable Laws of any jurisdiction that the Borrower or the Administrative Agent make any withholding or deduction for taxes from amounts payable to such Lender. Notwithstanding anything to the contrary in this Section 3.01(e), the completion, execution and submission of such documentation (other than such documentation set forth in Section 3.01(e)(ii)(A), (B)(I), (II), (III) and (IV) above and 3.01(g) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(f) Treatment of Certain Refunds. If the Administrative Agent or any Lender determines, in its sole discretion, that it has received a refund of any Taxes or Other Taxes as to which it has been indemnified by the Borrower including with respect to which the Borrower has paid additional amounts pursuant to this Section, it shall pay to the Borrower an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrower under this Section with respect to the Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses incurred by the Administrative Agent or such Lender, as the case may be, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund), provided that the Borrower, upon the request of the Administrative Agent or such Lender, agrees to repay the amount paid over to the Borrower (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent or such Lender in the event the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary, in no event will the Administrative Agent or any Lender be required to pay any amount to Borrower pursuant to this Section 3.01(f) the payment of which would place the Administrative Agent or such Lender in a less favorable net after-Tax position than the Administrative Agent or such Lender would have been in if the Taxes or Other Taxes subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Taxes or Other Taxes had never been paid. This subsection shall not be construed to require the Administrative Agent or any Lender to make available its tax returns (or any other information relating to its taxes that it deems confidential) to the Borrower or any other Person.

(g) FATCA. If a payment made to a Lender under the Loan Documents would be subject to United States federal withholding tax imposed by FATCA if such Lender were to fail to comply with the applicable

reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by applicable Laws (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this Section 3.01(g), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(h) Administrative Agent. On or prior to the date of this Agreement (and from time to time thereafter upon the reasonable request of the Borrower), the Administrative Agent shall (and any successor or replacement Administrative Agent shall, on or prior to the date on which it becomes the Administrative Agent hereunder,) deliver to the Borrower two duly executed copies of (i) if it is a U.S. Person, IRS Form W-9 or (ii) if it is not a U.S. Person, IRS Form W-8ECI with respect to any payments to be received on its own behalf and IRS Form W-8IMY (certifying that it is either a "qualified intermediary" within the meaning of Section 1.1441-1(e)(5) of the regulations of the United States Treasury Department that has assumed primary withholding obligations under the Code, including Chapters 3 and 4 of the Code, or a "U.S. branch" within the meaning of Section 1.1441-1(b)(2)(iv) of the regulations of the United States Treasury Department that is treated as a U.S. Person for purposes of withholding obligations under the Code) for the amounts the Administrative Agent receives for the account of others. The Administrative Agent (and any successor or replacement Administrative Agent) agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower in writing of its legal inability to do so.

(i) Terms. For purposes of this Section 3.01, the term "Lender" includes any L/C Issuer and the term "applicable Law" includes FATCA.

3.02 **Illegality.** If any Lender determines that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable Lending Office to make, maintain or fund Loans whose interest is determined by reference to SOFR or Term SOFR, or to determine or charge interest rates based upon SOFR or Term SOFR, then, upon notice thereof by such Lender to the Borrower (through the Administrative Agent), (a) any obligation of such Lender to make or continue Term SOFR Loans or to convert Base Rate Loans to Term SOFR Loans shall be suspended, and (b) if such notice asserts the illegality of such Lender making or maintaining Base Rate Loans the interest rate on which is determined by reference to the Term SOFR component of the Base Rate, the interest rate on which Base Rate Loans of such Lender shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the Term SOFR component of the Base Rate, in each case until such Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, (i) the Borrower shall, upon demand from such Lender (with a copy to the Administrative Agent), prepay or, if applicable, convert all Term SOFR Loans of such Lender to Base Rate Loans (the interest rate on which Base Rate Loans of such Lender shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the Term SOFR component of the Base Rate), either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such Term SOFR Loan to such day, or immediately, if such Lender may not lawfully continue to maintain such Term SOFR Loan and (ii) if such notice asserts the illegality of such Lender determining or charging interest rates based upon SOFR, the Administrative Agent shall during the period of such suspension compute the Base Rate applicable to such Lender without reference to the Term SOFR component thereof until the Administrative Agent is advised in writing by such Lender that it is no longer illegal for such Lender to determine or charge interest rates based upon SOFR. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted, together with any additional amounts required pursuant to Section 3.05.

3.03 **Inability to Determine Rates.**

(a) If in connection with any request for a Term SOFR Loan or a conversion of Base Rate Loans to Term SOFR Loans or a continuation of any of such Loans, as applicable,

(i) the Administrative Agent determines (which determination shall be conclusive absent manifest error), or the Required Lenders notify the Administrative Agent that the Required Lenders have determined, that (A) no Successor Rate has been determined in accordance with Section 3.03(b), and the circumstances under clause (i) of Section 3.03(b) or the Scheduled Unavailability Date has occurred, or (B) adequate and reasonable means do not otherwise exist for determining Term SOFR for any requested Interest Period with respect to a proposed Term SOFR Loan or in connection with an existing or proposed Base Rate Loan, or

(ii) the Administrative Agent or the Required Lenders determine that for any reason that Term SOFR for any requested Interest Period with respect to a proposed Loan does not adequately and fairly reflect the cost to such Lenders of funding such Loan, the Administrative Agent will promptly so notify the Borrower and each Lender.

Thereafter, (x) the obligation of the Lenders to make or maintain Term SOFR Loans, or to convert Base Rate Loans to Term SOFR Loans, shall be suspended (to the extent of the affected Term SOFR Loans or Interest Periods), and (y) in the event of a determination described in the preceding sentence with respect to the Term SOFR component of the Base Rate, the utilization of the Term SOFR component in determining the Base Rate shall be suspended, in each case until the Administrative Agent (or, in the case of a determination by the Required Lenders described in clause (ii) of this Section 3.03(a), until the Administrative Agent upon instruction of the Required Lenders) revokes such notice.

Upon receipt of such notice, (1) the Borrower may revoke any pending request for a Borrowing of, or conversion to, or continuation of Term SOFR Loans (to the extent of the affected Term SOFR Loans or Interest Periods) or, failing that, will be deemed to have converted such request into a request for a Loan of Base Rate Loans in the amount specified therein and (2) any outstanding Term SOFR Loans shall be deemed to have been converted to Base Rate Loans immediately at the end of their respective applicable Interest Period.

(b) Notwithstanding anything to the contrary in this Agreement or any other Loan Documents, if the Administrative Agent determines (which determination shall be conclusive absent manifest error), or the Borrower or Required Lenders notify the Administrative Agent (with, in the case of the Required Lenders, a copy to the Borrower) that the Borrower or Required Lenders (as applicable) have determined, that:

(i) adequate and reasonable means do not exist for ascertaining any applicable interest period of Term SOFR, including, without limitation, because the Term SOFR Screen Rate is not available or published on a current basis and such circumstances are unlikely to be temporary; or

(ii) CME or any successor administrator of the Term SOFR Screen Rate or a Governmental Authority having jurisdiction over the Administrative Agent or such administrator with respect to its publication of Term SOFR, in each case acting in such capacity, has made a public statement identifying a specific date after which one-month, three-month, six-month, and twelve-month interest periods of Term SOFR or the Term SOFR Screen Rate shall or will no longer be made available, or permitted to be used for determining the interest rate of U.S. dollar denominated syndicated loans, or shall or will otherwise cease, provided that, at the time of such statement, there is no successor administrator that is satisfactory to the Administrative Agent, that will continue to provide such interest periods of Term SOFR after such specific date (the latest date on which any applicable interest period of Term SOFR or the Term SOFR Screen Rate are no longer available permanently or indefinitely, the "Scheduled Unavailability Date");

then, on a date and time determined by the Administrative Agent (any such date, the "Term SOFR Replacement Date"), which date shall be at the end of an Interest Period or on the relevant interest payment date, as applicable, for interest calculated and, solely with respect to clause (ii) above, no later than the Scheduled Unavailability Date, Term SOFR will be replaced hereunder and under any Loan Document with Daily Simple SOFR *plus* the SOFR Adjustment for any payment period for interest calculated that can be determined by the Administrative Agent, in each case, without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document (the "Successor Rate").

If the Successor Rate is Daily Simple SOFR plus the SOFR Adjustment, all interest payments will be payable on a quarterly basis on the last Business Day of each March, June, September and December and the Maturity Date.

(c) Notwithstanding anything to the contrary herein, (i) if the Administrative Agent determines that Daily Simple SOFR is not available on or prior to the Term SOFR Replacement Date, or (ii) if the events or circumstances of the type described in Section 3.03(b)(i) or (ii) have occurred with respect to the Successor Rate then in effect, then, in each case, the Administrative Agent and the Borrower may amend this Agreement solely for the purpose of replacing Term SOFR or any then-current Successor Rate in accordance with this Section 3.03 at the end of any Interest Period, relevant interest payment date or payment period for interest calculated, as applicable, with an alternative benchmark rate giving due consideration to any evolving or then existing convention for similar U.S. dollar denominated credit facilities syndicated and agented in the United States for such benchmark rate and, in each case, including any mathematical or other adjustments to such benchmark rate giving due consideration to any evolving or then existing convention for similar U.S. dollar denominated credit facilities syndicated and agented in the United States for such benchmark rate, which adjustment or method for calculating such adjustment shall be published on an information service as selected by the Administrative Agent from time to time in its reasonable discretion and may be periodically updated; provided, that, in selecting such benchmark rate, the Administrative Agent and the Borrower shall take such actions as are reasonably necessary to ensure that, to the extent applicable, such amendment meets the standards set forth in Section 1.1001-6 of the regulations of the United States Treasury Department). For the avoidance of doubt, any such proposed rate and adjustments, shall constitute a "Successor Rate." Any such amendment shall become effective at 5:00 p.m. on the fifth Business Day after the Administrative Agent shall have posted such proposed amendment to all Lenders and the Borrower unless, prior to such time, Lenders comprising the Required Lenders have delivered to the Administrative Agent written notice that such Required Lenders object to such amendment.

(d) The Administrative Agent will promptly (in one or more notices) notify the Borrower and each Lender of the implementation of any Successor Rate.

(e) Any Successor Rate shall be applied in a manner consistent with market practice; provided that, to the extent such market practice is not administratively feasible for the Administrative Agent, such Successor Rate shall be applied in a manner as otherwise reasonably determined by the Administrative Agent.

(f) Notwithstanding anything else herein, if at any time any Successor Rate as so determined would otherwise be less than zero, the Successor Rate will be deemed to be zero for the purposes of this Agreement and the other Loan Documents.

(g) In connection with the implementation of a Successor Rate, the Administrative Agent (in consultation with the Borrower) will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement; provided that, with respect to any such amendment effected, the Administrative Agent shall post each such amendment implementing such Conforming Changes to the Borrower and the Lenders reasonably promptly after such amendment becomes effective.

For purposes of this Section 3.03, those Lenders that either have not made, or do not have an obligation under this Agreement to make, the relevant Loans in Dollars shall be excluded from any determination of Required Lenders.

3.04 **Increased Costs**.

(a) Increased Costs Generally. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender or any L/C Issuer;

(ii) subject any Lender or any L/C Issuer to any tax of any kind whatsoever with respect to this Agreement, any Letter of Credit, any participation in a Letter of Credit or any Term SOFR Loan made by it, or change the basis of taxation of payments to such Lender or such L/C Issuer in respect thereof (except for Indemnified Taxes, Other Taxes covered by Section 3.01, Taxes described in clauses (c) through (f) of the definition of Excluded Taxes and Connection Income Taxes (for the avoidance of doubt, no duplication of the Borrower's obligation under Section 3.01 with respect to Indemnified Taxes or Other Taxes is intended under this clause (ii)) and the imposition of, or any change in the rate of, any Excluded Tax payable by such Lender or such L/C Issuer); or

(iii) impose on any Lender or any L/C Issuer any other condition, cost or expense affecting this Agreement or Term SOFR Loans made by such Lender or any Letter of Credit or participation therein;

and the result of any of the foregoing shall be to increase the cost to such Lender of making, converting to, continuing or maintaining any Loan (or of maintaining its obligation to make any such Loan), or to increase the cost to such Lender or such L/C Issuer of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit), or to reduce the amount of any sum received or receivable by such Lender or such L/C Issuer hereunder (whether of principal, interest or any other amount) then, upon request of such Lender or such L/C Issuer, the Borrower will pay to such Lender or such L/C Issuer, as the case may be, such additional amount or amounts as will compensate such Lender or such L/C Issuer, as the case may be, for such additional costs incurred or reduction suffered.

(b) Capital Requirements. If any Lender or any L/C Issuer determines that any Change in Law affecting such Lender or such L/C Issuer or any Lending Office of such Lender or such Lender's or such L/C Issuer's holding company, if any, regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's or such L/C Issuer's capital or on the capital of such Lender's or such L/C Issuer's holding company, if any, as a consequence of this Agreement, the Revolving Credit Commitments of such Lender or the Loans made by, or participations in Letters of Credit or Swing Line Loans held by, such Lender, or the Letters of Credit issued by such L/C Issuer, to a level below that which such Lender or such L/C Issuer or such Lender's or such L/C Issuer's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or such L/C Issuer's policies and the policies of such Lender's or such L/C Issuer's holding company with respect to capital adequacy), then from time to time the Borrower will pay to such Lender or such L/C Issuer, as the case may be, such additional amount or amounts as will compensate such Lender or such L/C Issuer or such Lender's or such L/C Issuer's holding company for any such reduction suffered.

(c) Certificates for Reimbursement. A certificate of a Lender or an L/C Issuer setting forth the amount or amounts necessary to compensate such Lender or such L/C Issuer or its holding company, as the case may be, as specified in clauses (a) or (b) of this Section 3.04 and delivered to the Borrower shall be conclusive absent manifest error. The Borrower shall pay such Lender or such L/C Issuer, as the case may be, the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Delay in Requests. Failure or delay on the part of any Lender or any L/C Issuer to demand compensation pursuant to the foregoing provisions of this Section 3.04 shall not constitute a waiver of such Lender's or such L/C Issuer's right to demand such compensation, provided that the Borrower shall not be required to compensate a Lender or an L/C Issuer pursuant to the foregoing provisions of this Section 3.04 for any increased costs incurred or reductions suffered more than nine months prior to the date that such Lender or such L/C Issuer, as the case may be, notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's or such L/C Issuer's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof).

3.05 **Compensation for Losses.** Upon demand of any Lender (with a copy to the Administrative Agent) from time to time, the Borrower shall promptly compensate such Lender for and hold such Lender harmless from any calculated loss, cost or expense incurred by it as a result of:

(a) any continuation, conversion, payment or prepayment of any Loan other than a Base Rate Loan on a day other than the last day of the Interest Period for such Loan (whether voluntary, mandatory, automatic, by reason of acceleration, or otherwise);

(b) any failure by the Borrower (for a reason other than the failure of such Lender to make a Loan) to prepay, borrow, continue or convert any Loan other than a Base Rate Loan on the date or in the amount notified by the Borrower; or

(c) any assignment of a Term SOFR Loan on a day other than the last day of the Interest Period therefor as a result of a request by the Borrower pursuant to Section 10.13;

including any loss or expense arising from the actual liquidation or reemployment of funds obtained by it to maintain such Loan or from fees payable to terminate the deposits from which such funds were obtained, but excluding any loss of anticipated profits or administrative fees charged by such Lender in connection with the foregoing.

3.06 **Mitigation Obligations; Replacement of Lenders**.

(a) Designation of a Different Lending Office. Each Lender may make any Credit Extension to the Borrower through any Lending Office, provided that the exercise of this option shall not affect the obligation of the Borrower to repay the Credit Extension in accordance with the terms of this Agreement. If any Lender requests compensation under Section 3.04, or the Borrower is required to pay any additional amount to any Lender, any L/C Issuer or any Governmental Authority for the account of any Lender or any L/C Issuer pursuant to Section 3.01, or if any Lender gives a notice pursuant to Section 3.02, then at the request of the Borrower such Lender or such L/C Issuer shall, as applicable, use reasonable efforts to designate a different Lending Office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender or such L/C Issuer, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 3.01 or 3.04, as the case may be, in the future, or eliminate the need for the notice pursuant to Section 3.02, as applicable, and (ii) in each case, would not subject such Lender or such L/C Issuer, as the case may be, to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender or such L/C Issuer, as the case may be. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender or any L/C Issuer in connection with any such designation or assignment.

(b) Replacement of Lenders. If any Lender requests compensation under Section 3.04, or if any Lender delivers to the Borrower a notice pursuant to Section 3.02, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, and in each case, such Lender has declined or is unable to designate a different lending office in accordance with Section 3.06(a), the Borrower may replace such Lender in accordance with Section 10.13.

3.07 **Survival.** All of the obligations under this Article III shall survive termination of the Revolving Credit Facility and repayment of all other Obligations hereunder, and resignation of the Administrative Agent.

ARTICLE IV.
CONDITIONS PRECEDENT TO CREDIT EXTENSIONS

4.01 **Conditions to the Closing Date.** The effectiveness of this Agreement and the obligation of each L/C Issuer and each Lender to make its initial Credit Extension hereunder is subject to satisfaction of the following conditions precedent:

(a) The Administrative Agent's receipt of the following, each of which shall be originals or electronic copies unless otherwise specified, each properly executed by a Responsible Officer of the signing Loan Party, each dated the Closing Date (or, in the case of certificates of governmental officials, a recent date before the Closing Date) and each in form and substance satisfactory to the Administrative Agent and each of the Lenders:

(i) a Note executed by the Borrower in favor of each Lender requesting a Note reasonably in advance of the Closing Date;

(ii) executed counterparts of this Agreement and the Guaranty, sufficient in number for distribution to the Administrative Agent, each Lender and the Borrower;

(iii) such certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of each Loan Party as the Administrative Agent may reasonably require evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Agreement and the other Loan Documents to which such Loan Party is a party;

(iv) such documents and certifications as the Administrative Agent may reasonably require to evidence that each Loan Party is duly organized or formed, and that each Loan Party is validly existing, in good standing and qualified to engage in business in each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification;

(v) a favorable opinion of Bracewell LLP, counsel to the Loan Parties, addressed to the Administrative Agent and each Lender, as to such matters concerning the Loan Parties and the Loan Documents as the Administrative Agent may reasonably request;

(vi) the Initial Financial Statements;

(vii) a certificate signed by a Responsible Officer of the Borrower certifying (A) the representations and warranties of the Borrower and each other Loan Party contained in Article V or any other Loan Document, or which are contained in any document furnished at any time under or in connection herewith or therewith, are true and correct in all material respects on and as of the Closing Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date and except that any representation and warranty qualified by "materiality", "Material Adverse Effect" or similar language shall be true and correct (after giving effect to any qualification therein) in all respects; (B) no Default exists on the Closing Date and (C) that there has been no event or circumstance since the date of the Audited Financial Statements that has had or could be reasonably expected to have, either individually or in the aggregate, a Material Adverse Effect; and

(viii) all documentation and other information required by each Lender with respect to the Borrower under applicable "know your customer" and anti-money laundering rules and regulations, including without limitation the PATRIOT Act, that has been reasonably requested by any Lender or the Administrative Agent in advance of the Closing Date.

(b) (i) All fees required to be paid to the Administrative Agent and the Arrangers on or before the Closing Date shall have been paid and (ii) all fees required to be paid to the Lenders on or before the Closing Date shall have been paid.

(c) Unless waived by the Administrative Agent, the Borrower shall have paid all fees, charges and disbursements of counsel to the Administrative Agent (directly to such counsel if requested by the Administrative Agent) to the extent invoiced prior to or on the Closing Date, plus such additional amounts of such fees, charges and disbursements as shall constitute its reasonable estimate of such fees, charges and disbursements incurred or to be incurred by it through the closing proceedings (provided that such estimate shall not thereafter preclude a final settling of accounts between the Borrower and the Administrative Agent).

(d) The Administrative Agent and Lenders shall have received evidence satisfactory to them that (i) the payoff and termination of each of the Existing TRC Credit Agreement has occurred or will occur substantially simultaneously with the closing of the Revolving Credit Facility on the Closing Date and (ii) the guarantee of the TRP

Closing Date Indebtedness by each Subsidiary that is not a Guarantor has been released or will be released substantially simultaneously with the closing of the Revolving Credit Facility on the Closing Date.

Without limiting the generality of the provisions of Section 9.04, for purposes of determining compliance with the conditions specified in this Section 4.01, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

4.02 **Conditions to all Credit Extensions.** The obligation of each Lender to honor any Request for Credit Extension (other than a Committed Loan Notice requesting only a conversion of Loans to the other Type, or a continuation of Term SOFR Loans) is subject to the following conditions precedent:

(a) The representations and warranties of the Borrower and each other Loan Party contained in Article V or any other Loan Document, or which are contained in any document furnished at any time under or in connection herewith or therewith, shall be true and correct in all material respects on and as of the date of such Credit Extension, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date, and except that for purposes of this Section 4.02, the representations and warranties contained in subsection (a) of Section 5.05 shall be deemed to refer to the most recent statements furnished pursuant to clauses (a) and (b) of Section 6.01, and except that any representation and warranty qualified by “materiality”, “Material Adverse Effect” or similar language shall be true and correct (after giving effect to any qualification therein) in all respects.

(b) No Default shall exist or would result from such proposed Credit Extension or from the application of the proceeds thereof.

(c) The Administrative Agent and, if applicable, the applicable L/C Issuer or the Swing Line Lender shall have received a Request for Credit Extension in accordance with the requirements hereof.

Each Request for Credit Extension (other than a Committed Loan Notice requesting only a conversion of Loans to the other Type or a continuation of Term SOFR Loans) submitted by the Borrower shall be deemed to be a representation and warranty that the conditions specified in Sections 4.02(a) and (b) have been satisfied on and as of the date of the applicable Credit Extension.

ARTICLE V.
REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Administrative Agent and the Lenders that:

5.01 **Existence, Qualification and Power; Compliance with Laws.** Each Loan Party and each Material Subsidiary thereof (a) is duly organized or formed, validly existing and, as applicable, in good standing under the Laws of the jurisdiction of its incorporation or organization, (b) has all requisite power and authority and all requisite governmental licenses, authorizations, consents and approvals to (i) own or lease its assets and carry on its business and (ii) execute, deliver and perform its obligations under the Loan Documents to which it is a party, (c) is duly qualified and is licensed and, as applicable, in good standing under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification or license, and (d) is in compliance with all Laws (excluding Environmental Laws that are the subject of Section 5.08, federal, state and local income tax Laws that are the subject of Section 5.09 and ERISA that is the subject of Section 5.10); except in each case referred to in clause (b)(i), (c) or (d), to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect.

5.02 **Authorization; No Contravention.** The execution, delivery and performance by each Loan Party of each Loan Document to which such Person is party, have been duly authorized by all necessary corporate or other organizational action, and do not and will not (a) contravene the terms of any of such Person’s Organization

Documents; (b) conflict with or result in any breach or contravention of, or the creation of any Lien under (other than Liens permitted by the Loan Documents), or require any payment to be made under (i) any Contractual Obligation (other than the Loan Documents) to which such Person is a party or affecting such Person or the properties of such Person or any of its Subsidiaries or (ii) any material order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject except for conflicts, breaches, or contraventions that neither individually nor in the aggregate could reasonably be expected to result in a Material Adverse Effect; or (c) violate any Law except for violations of Law that neither individually nor in the aggregate could reasonably be expected to result in a Material Adverse Effect.

5.03 **Governmental Authorization; Other Consents.** No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority is necessary or required in connection with (a) the execution, delivery or performance by, or enforcement against, any Loan Party of this Agreement or any other Loan Document or (b) the exercise by the Administrative Agent or any Lender of its rights under the Loan Documents, except for (i) the authorizations, approvals, actions, notices and filings which have been duly obtained, taken, given or made and are in full force and effect, (ii) any filings required under the regulations of the SEC and (iii) those approvals, consents, exemptions, authorizations or other action, notices or filings, the failure of which to obtain or make could not reasonably be expected to have a Material Adverse Effect.

5.04 **Binding Effect.** This Agreement has been, and each other Loan Document, when delivered hereunder, will have been, duly executed and delivered by each Loan Party that is party thereto. This Agreement constitutes, and each other Loan Document when so delivered will constitute, a legal, valid and binding obligation of such Loan Party, enforceable against each Loan Party that is party thereto in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity.

5.05 **Financial Statements**.

(a) The Audited Financial Statements (i) were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein; and (ii) fairly present in all material respects the financial condition of the Borrower and its Consolidated subsidiaries as of the date thereof and their results of operations for the period covered thereby in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein.

(b) The unaudited Consolidated financial statements of the Borrower and its Consolidated subsidiaries as of September 30, 2024 (i) were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein, and (ii) fairly present in all material respects the Consolidated financial condition of the Borrower and its Consolidated subsidiaries as of the date thereof and their Consolidated results of operations for the period covered thereby, subject, in the case of clauses (i) and (ii), to the absence of footnotes and to normal year-end audit adjustments.

5.06 **Litigation.** Except as disclosed in the most recent Form 10-K annual report of the Borrower, there are no actions, suits, proceedings, claims or disputes pending or, to the knowledge of the Borrower, threatened in writing, at law, in equity, in arbitration or before any Governmental Authority, against any Loan Party or any Subsidiary thereof or against any of their properties or revenues, or that is contemplated by any Loan Party against any other Person that (a) purport to affect or pertain to this Agreement or any other Loan Document, or any of the transactions contemplated hereby, or (b) either individually or in the aggregate, if determined adversely, could reasonably be expected to have a Material Adverse Effect.

5.07 **No Default.** No Default has occurred and is continuing or would result from the consummation of the transactions contemplated by this Agreement or any other Loan Document.

5.08 **Environmental Compliance.** Except as disclosed in the most recent Form 10-K annual report of the Borrower or disclosed in any more recent Form 10-Q, the associated liabilities and costs of the Borrower's compliance with Environmental Laws (including any capital or operating expenditures required for clean-up or closure of properties currently or previously owned, any capital or operating expenditures required to achieve or maintain

compliance with environmental protection standards imposed by Environmental Laws or as a condition of any license, permit or contract, any related constraints on operating activities, including any periodic or permanent shutdown of any facility or reduction in the level of or change in the nature of operations conducted thereat, any costs or liabilities in connection with off-site disposal of wastes or Hazardous Materials, and any actual or potential liabilities to third parties, including employees, and any related costs and expenses) are unlikely to result in a Material Adverse Effect. This Section 5.08 is the exclusive representation relating to Environmental Law, Environmental Liabilities, and Hazardous Materials, and no other provision hereof shall be construed as such.

5.09 **Taxes.** Except as could not, either individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect, each Loan Party and each Subsidiary thereof has filed all federal, state and other tax returns and reports required to be filed, and have paid all federal, state and other Taxes levied or imposed upon them or their properties, income or assets otherwise due and payable, except those which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with GAAP and where the failure to pay such Taxes (individually or in the aggregate for the Borrower and the Subsidiaries) would not have a Material Adverse Effect.

5.10 **ERISA Compliance**.

(a) Each Plan is in compliance in all material respects with the applicable provisions of ERISA, the Code and other Federal or state laws except where the failure to so comply, individually or together with all such failures to fulfill such obligations and all such noncompliance, could not reasonably be expected to result in a Material Adverse Effect.

(b) There are no pending or, to the knowledge of the Borrower, threatened claims (other than routine claims for benefits), actions or lawsuits (including by any Governmental Authority) with respect to any Plan that could reasonably be expected to have a Material Adverse Effect. There has been no prohibited transaction pursuant to Section 406 of ERISA or Section 4975 of the Code or violation of the ERISA fiduciary responsibility rules with respect to any Plan that has resulted or could reasonably be expected to result in a Material Adverse Effect.

(c) Except where the failure to so fulfill such obligations and such noncompliance could not, individually or together with all such failures to fulfill such obligations and all such noncompliance, reasonably be expected to result in a Material Adverse Effect, (i) no ERISA Event has occurred, and neither the Borrower nor any ERISA Affiliate is aware of any fact, event or circumstance that could reasonably be expected to constitute or result in an ERISA Event; (ii) the Borrower and each ERISA Affiliate has met all applicable requirements under the Pension Funding Rules in respect of each Pension Plan, and no waiver of the minimum funding standards under the Pension Funding Rules has been applied for or obtained; (iii) neither the Borrower nor any ERISA Affiliate has incurred any liability to the PBGC other than for the payment of premiums, and there are no premium payments that have become due that are unpaid; and (iv) neither the Borrower nor any ERISA Affiliate has engaged in a transaction that would reasonably be expected to be subject to Section 4069 or Section 4212(c) of ERISA.

5.11 **Subsidiaries.** Set forth on Schedule 5.11 is, as of the Closing Date, a list of all Subsidiaries of the Borrower and whether such Subsidiary is a Loan Party.

5.12 **Margin Regulations; Investment Company Act**.

(a) No Loan Party is engaged or will engage, principally or as one of its important activities, in the business of purchasing or carrying margin stock (within the meaning of Regulation U issued by the FRB), or extending credit for the purpose of purchasing or carrying margin stock.

(b) No Loan Party nor any Person Controlling any Loan Party nor any Subsidiary thereof is or is required to be registered as an “investment company” under the Investment Company Act of 1940.

5.13 **Disclosure.** Each Loan Party has disclosed to the Administrative Agent and the Lenders all matters required to be disclosed pursuant to Section 6.03. No report, financial statement, certificate or other written information furnished by or on behalf of any Loan Party to the Administrative Agent or any Lender in connection with the transactions contemplated hereby and the negotiation of this Agreement or delivered hereunder or under any other Loan Document (in each case, as modified or supplemented by other information so furnished) when taken as a whole contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, with respect to projected financial information, the Borrower represents only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time of preparation; provided, further, that, with respect to *pro forma* financial information, the Borrower represents only that such information was prepared in good faith and reflects, in all material respects, such *pro forma* financial information is in accordance with assumptions and requirements of GAAP for *pro forma* presentation and based upon such other assumptions that are believed to be reasonable at the time of preparation and, to the extent material, are disclosed as part of such *pro forma* financial information.

5.14 **OFAC**. Neither the Borrower, nor any of its Subsidiaries, nor, to the knowledge of the Borrower and its Subsidiaries, any director, officer, employee, agent, representative or Affiliate thereof, is an individual or entity that is, or is owned or controlled by any individual or entity that is (i) currently the subject of any Sanctions, (ii) included on OFAC's List of Specially Designated Nationals or, if so being included could reasonably be expected to have a Material Adverse Effect, any similar list enforced by any other relevant sanctions authority or (iii) located, organized or resident in a Designated Jurisdiction.

5.15 **Anti-Corruption Laws**. The Borrower and its Subsidiaries and, to the knowledge of the Borrower and its Subsidiaries, the Borrower's Affiliates and the Borrower's, its Subsidiaries' and its Affiliates' directors, officers, employees, agents and representatives are (a) in compliance, in all material respects, with the PATRIOT Act and the United States Foreign Corrupt Practices Act of 1977 and (b) except to the extent the failure to so comply could not reasonably be expected to have a Material Adverse Effect, in compliance with any other applicable law in other jurisdictions relating to bribery, corruption or anti-money laundering.

ARTICLE VI.
AFFIRMATIVE COVENANTS

So long as any Lender shall have any Revolving Credit Commitment hereunder, any Loan or other Obligation hereunder shall remain unpaid or unsatisfied, or any Letter of Credit shall remain outstanding, the Borrower shall, and shall (except in the case of the covenants set forth in Sections 6.01, 6.02, 6.03 and 6.10) cause each Material Subsidiary (or in the case of Sections 6.11 and 6.12, each Subsidiary) to:

6.01 **Financial Statements.** Deliver to the Administrative Agent for further distribution to each Lender:

(a) as soon as available, but in any event within 30 days after the date on which the Borrower is required under securities Laws to file a Form 10-K annual report (without giving effect to any extension permitted by the SEC) for each fiscal year of the Borrower, a Consolidated balance sheet of the Borrower and its Consolidated subsidiaries as at the end of such fiscal year, and the related Consolidated statements of income or operations, shareholders' equity and cash flows for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year to the extent required by SEC rules, all in reasonable detail and prepared in accordance with GAAP and such Consolidated statements to be audited and accompanied by a report and opinion of an independent certified public accountant of nationally recognized standing reasonably acceptable to the Administrative Agent, which report and opinion shall be prepared in accordance with generally accepted auditing standards and applicable securities Laws and shall not be subject to any "going concern" or like qualification or exception or any qualification or exception as to the scope of such audit; and

(b) as soon as available, but in any event within 30 days after the date on which the Borrower is required under securities Laws to file a Form 10-Q quarterly reports (without giving effect to any extension permitted by the SEC) for each of the first three fiscal quarters of each fiscal year of the Borrower (commencing with the fiscal quarter

ended March 31, 2025), a Consolidated balance sheet of the Borrower and its Consolidated subsidiaries as at the end of such fiscal quarter, and the related Consolidated statements of income or operations for such fiscal quarter and for the portion of the Borrower's fiscal year then ended, setting forth in each case in comparative form the figures for the corresponding fiscal quarter of the previous fiscal year and the corresponding portion of the previous fiscal year to the extent required by the SEC rules, and the related Consolidated statements of cash flows and shareholders' equity for the portion of the Borrower's fiscal year then ended, all in reasonable detail and prepared in accordance with GAAP and such Consolidated statements to be certified by the chief financial officer, chief accounting officer, treasurer or controller of the Borrower as fairly presenting the financial condition, results of operations, partners' equity and cash flows of the Borrower and its Consolidated subsidiaries in accordance with GAAP, subject only to normal year-end audit adjustments and the absence of footnotes.

6.02 **Certificates; Other Information.** Deliver to the Administrative Agent for further distribution to each Lender:

(a) no later than three (3) Business Days after the delivery of the financial statements referred to in Sections 6.01(a) and (b), a duly completed Compliance Certificate signed by a Responsible Officer of the Borrower and stating that such officer has caused this Agreement to be reviewed and has no knowledge of any Default by the Borrower in the performance or observance of any of the provisions of this Agreement, during, or at the end of, as applicable, such fiscal year or fiscal quarter, or, if such officer has such knowledge, specifying each Default and the nature thereof, showing compliance by the Borrower as of the date of such statement with the financial covenants set forth in Article VII, and calculations for such financial covenants shall be included, and the other applicable covenants set forth in Exhibit D (which delivery may be by electronic communication including fax or email and shall be deemed to be an original authentic counterpart thereof for all purposes);

(b) promptly after the same are available, copies of each annual report, or financial statement to the extent filed by the Borrower with the SEC (other than reports and registration statements which the Borrower files with the SEC under Section 13 or 15(d) of the Securities Exchange Act of 1934, or with any national securities exchange) not otherwise required to be delivered to the Administrative Agent pursuant hereto;

(c) promptly, and in any event within five Business Days after receipt thereof by any Loan Party or any Subsidiary thereof, copies of each notice or other correspondence received from the SEC (or comparable agency in any applicable non-U.S. jurisdiction) concerning any investigation by such agency regarding financial or other operational results of any Loan Party or any Subsidiary thereof;

(d) following any request therefor, information and documentation reasonably requested by the Administrative Agent or any Lender as required for compliance with applicable "know your customer" and anti-money-laundering rules and regulations, including, without limitation, the PATRIOT Act; and

(e) promptly, such additional information regarding the business, financial or corporate affairs of the Borrower or any Subsidiary, or compliance with the terms of the Loan Documents, as the Administrative Agent or any Lender may from time to time reasonably request.

Documents required to be delivered pursuant to Section 6.01(a) or (b) or Section 6.02(a) or (b) (to the extent any such documents are included in materials otherwise filed with the SEC) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which such documents are delivered by email to the Administrative Agent, (ii) on which the Borrower posts such documents, or provides a link thereto on the Borrower's website on the Internet at the website address listed on Schedule 10.02; or (iii) on which such documents are posted on the Borrower's behalf on an Internet or intranet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); provided that: (I) the Borrower shall deliver paper copies of such documents to the Administrative Agent or any Lender upon its request to the Borrower to deliver such paper copies and (II) the Borrower shall arrange for the notification of the Administrative Agent (by telecopier or electronic mail) of the posting of any such documents pursuant to clause (ii) or (iii) above (unless posted by the Administrative Agent). The Administrative Agent shall have no obligation to request the delivery of or to maintain paper copies of the documents referred to

above, and in any event shall have no responsibility to monitor compliance by the Borrower with any such request by a Lender for delivery, and each Lender shall be solely responsible for requesting delivery to it or maintaining its copies of such documents.

The Borrower hereby acknowledges that (a) the Administrative Agent, the Co-Syndication Agents and/or the Arrangers will make available to the Lenders and the L/C Issuers materials and/or information provided by or on behalf of the Borrower hereunder (collectively, the "Borrower Materials") by posting the Borrower Materials on Debt Domain, IntraLinks, Syndtrak, ClearPar, or another similar electronic system (the "Platform") and (b) certain of the Lenders may be "public-side" Lenders (*i.e.,* Lenders that do not wish to receive material non-public information with respect to the Borrower or its securities) (each, a "Public Lender"). The Borrower hereby agrees that so long as the Borrower is the issuer of any outstanding debt or equity securities that are registered or issued pursuant to a private offering or is actively contemplating issuing any such securities (w) all the Borrower Materials that are to be made available to Public Lenders shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (x) by marking the Borrower Materials "PUBLIC," the Borrower shall be deemed to have authorized the Administrative Agent, the Co-Syndication Agents, the Arrangers, the L/C Issuers and the Lenders to treat such Borrower Materials as not containing any material non-public information (although it may be sensitive and proprietary) with respect to the Borrower or its securities for purposes of United States Federal and state securities laws; (y) all the Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Investor;" and (z) the Administrative Agent, the Co-Syndication Agents and the Arrangers shall be entitled to treat any the Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Investor." Each Public Lender is subject to the notice requirements of Section 10.02(e).

6.03 **Notices.** Promptly notify the Administrative Agent within five Business Days of a Responsible Officer of the Borrower obtaining actual knowledge of the occurrence of any Default.

Each notice pursuant to this Section 6.03 shall be accompanied by a statement of a Responsible Officer of the Borrower setting forth details of the occurrence referred to therein and stating what action the Borrower has taken and proposes to take with respect thereto. Each such notice shall describe with particularity any and all provisions of this Agreement and any other Loan Document that have been breached, if any.

6.04 **Preservation of Existence, Etc.** (a) Preserve, renew and maintain in full force and effect its legal existence and good standing under the Laws of the jurisdiction of its organization except in a transaction permitted by Section 7.03 or except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect and (b) take all reasonable action to maintain all rights, privileges, permits, licenses and franchises necessary or desirable in the normal conduct of its business, except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect.

6.05 **Maintenance of Properties.** Except where the failure to do so could not reasonably be expected to have a Material Adverse Effect, (a) maintain, preserve and protect all of its material properties and equipment necessary in the operation of its business in good working order and condition, ordinary wear and tear excepted; (b) make all necessary repairs thereto and renewals and replacements thereof; and (c) use the standard of care typical in the industry in the operation and maintenance of its facilities.

6.06 **Maintenance of Insurance.** Maintain insurance (which may be self-insurance) with respect to its properties and business against loss or damage of the kinds customarily insured against by Persons engaged in the same or similar business of such types and in such amounts (after giving effect to any self-insurance reasonable and customary for similarly situated Persons engaged in the same or similar businesses as the Borrower and the Material Subsidiaries) as are customarily carried under similar circumstances by such other Persons.

6.07 **Compliance with Laws.** Comply in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its business or property, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted; or (b) the failure to comply therewith could not reasonably be expected to have a Material Adverse Effect.

6.08 **Books and Records.** Maintain proper books of record and account, in which entries in conformity with GAAP consistently applied shall be made of all financial transactions and matters involving the assets and business of the Borrower and such Subsidiary, as the case may be.

6.09 **Inspection Rights.** Permit representatives and independent contractors of the Administrative Agent and each Lender to visit and inspect any of its properties, to examine its corporate, financial and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, officers, and independent public accountants, and at such reasonable times during normal business hours and as often as may be reasonably desired, upon reasonable advance notice to the Borrower; provided, however, that, excluding any such visits and inspections during the continuation of an Event of Default, only the Administrative Agent on behalf of the Lenders may exercise rights of the Administrative Agent and the Lenders under this Section 6.09 and the Administrative Agent shall not exercise such rights more often than one (1) time during any calendar year absent the existence of an Event of Default and only one (1) such time shall be at the Borrower's expense; provided, further that when an Event of Default exists the Administrative Agent or any Lender (or any of their respective representatives or independent contractors) may do any of the foregoing at the expense of the Borrower at any time during normal business hours and without advance notice.

6.10 **Use of Proceeds.** The proceeds of this Agreement shall be used for working capital of the Loan Parties and other lawful corporate purposes.

6.11 **Additional Subsidiaries and Guarantors**. If, after the Closing Date, any Subsidiary becomes a TRP Notes Obligor, then substantially concurrently therewith, the Borrower shall cause such Person to (a) become a Guarantor by executing and delivering to the Administrative Agent a counterpart of the Guaranty, and (b) deliver to the Administrative Agent documents of the types referred to in clauses (iii), (iv), (vii) and (viii) of Section 4.01(a) and, at the request of the Administrative Agent, a favorable opinions of counsel to such Person (which shall cover, among other things, the legality, validity, binding effect and enforceability of the documentation referred to in clause (a)), all in form, content and scope reasonably satisfactory to the Administrative Agent.

6.12 **Anti-Corruption Laws**. Conduct its businesses in material compliance with the United States Foreign Corrupt Practices Act of 1977, and, to the extent the failure to so comply could reasonably be expected to have a Material Adverse Effect, the UK Bribery Act 2010 and other applicable similar anti-corruption Laws in other jurisdictions, and maintain policies and procedures designed to promote and achieve compliance with such Laws.

ARTICLE VII.
NEGATIVE COVENANTS

So long as any Lender shall have any Revolving Credit Commitment hereunder, any Loan or other Obligation hereunder shall remain unpaid or unsatisfied, or any Letter of Credit shall remain outstanding:

7.01 **Liens.** The Borrower shall not, nor shall it permit any Subsidiary to, create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, to secure Indebtedness without providing that the Obligations shall be equally and ratably secured with the other obligations secured by such Lien until such time as such Indebtedness is no longer secured by a Lien except:

(a) Liens pursuant to any Security Document;

(b) Liens on equity interests of Persons that are not Guarantors securing Non-Recourse Debt;

(c) Liens for taxes not yet due or which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with GAAP;

(d) landlords', carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business which are not overdue for a period of more than 60 days or if more than 60 days overdue, are unfiled and no other action has been taken to enforce such Lien or which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with GAAP;

(e) (i) pledges or deposits in the ordinary course of business in connection with workers' compensation, unemployment insurance and other social security legislation, other than any Lien imposed by ERISA with respect to a Pension Plan and (ii) pledges and deposits in the ordinary course of business securing liability for reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees for the benefit of) insurance carriers providing property, casualty or liability insurance to the Borrower or any of its Subsidiaries and (iii) Liens on proceeds of insurance policies securing Indebtedness consisting of the financing of insurance premiums;

(f) deposits, prepayments or cash pledges to secure the performance of bids, trade contracts and leases (other than Indebtedness), statutory obligations, surety bonds (other than bonds related to judgments or litigation), performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(g) leases, licenses, subleases, sublicenses, easements, rights-of-way, servitudes, permits, reservations, exceptions, covenants and other rights or restrictions as to the use of real property, and other similar encumbrances incurred in the ordinary course of business which, with respect to all of the foregoing, do not secure the payment of Indebtedness (other than pursuant to the Loan Documents) and which do not in any case materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of the applicable Person;

(h) Liens securing judgments for the payment of money not constituting an Event of Default under Section 8.01(h) or securing appeal or other surety bonds related to such judgments;

(i) Liens securing Capital Leases and purchase money Indebtedness permitted hereunder; provided that such Liens securing purchase money Indebtedness do not at any time encumber any property other than the property financed by such Indebtedness and the proceeds and products thereof; and provided, further, that individual financings of equipment provided by one lender may be cross-collateralized to other financings of equipment provided by such lender;

(j) Liens existing upon property acquired in an acquisition or of any Person that becomes a Subsidiary, existing at the time of such acquisition and not incurred in contemplation thereof, and not upon any other property (other than products and proceeds thereof and after-acquired property of such Person and its Subsidiaries), securing only Indebtedness permitted by Section 7.02(h);

(k) Liens reserved in leases of business premises entered into in the ordinary course of business for rent and for compliance with the terms of the lease limited to equipment and fixtures on the leased premises;

(l) Liens (i) of a collection bank arising under Section 4.210 of the UCC on items in the course of collection; (ii) attaching to commodity trading accounts or other commodities brokerage accounts incurred in the ordinary course of business; (iii) in favor of a banking institution arising as a matter of law encumbering deposits (including the right of set-off) and which are within the general parameters customary in the banking industry; or (iv) in connection with Cash Management Obligations and other obligations in respect of netting services, overdraft protections and similar arrangements, in each case in connection with deposit accounts in the ordinary course of business and that are limited to Liens customary in such arrangements;

(m) Liens (i) on cash advances in favor of the seller of any property to be acquired in an Investment, to be applied against the purchase price for such Investment, and (ii) consisting of an agreement to Dispose of any property in a Disposition permitted under Section 7.03, in each case, solely to the extent such Investment or Disposition, as the case may be, would have been permitted on the date of the creation of such Lien;

(n) Liens (i) on Swap Contracts or commodity trading accounts or other brokerage accounts, (ii) on cash, cash equivalents or other Investments posted as initial deposits, margin deposits or cash collateral, (iii) on accounts receivable related to a Swap Contract or a commodity trading account or other brokerage account, and (iv) on proceeds from the property described in the foregoing clauses (i) through (iii) that secure obligations incurred in the ordinary course of business (A) under Swap Contracts or under commodity trading accounts or other brokerage accounts and (B) under netting arrangements in connection with Swap Contracts or commodity trading accounts or other brokerage accounts;

(o) Liens that constitute Guarantees of Indebtedness to the extent such Guarantees are permitted by Section 7.02;

(p) Liens existing on the Closing Date and set forth on Schedule 7.01;

(q) Liens on Receivables Facility Assets or accounts into which solely collections or proceeds of Receivables Facility Assets are deposited, in each case arising in connection with a Permitted Receivables Financing;

(r) Liens encumbering reasonable customary deposits of cash and cash equivalents securing obligations in respect of Swap Contracts;

(s) Liens on the Equity Interests in any Non-Recourse Subsidiary granted by any Subsidiary that is not a Guarantor; and

(t) Liens which secure Indebtedness in an aggregate principal amount not to exceed at any time outstanding 15% of Consolidated Net Tangible Assets.

7.02 **Indebtedness.** The Borrower shall not permit any Subsidiary that is not a Guarantor to create, incur, assume or suffer to exist any Indebtedness except:

(a) Indebtedness existing on the Closing Date which is set forth on Schedule 7.02;

(b) Letters of Credit issued for the account of any Subsidiaries in respect of obligations of such Subsidiary;

(c) Guarantees in respect of Indebtedness of the Borrower or any Subsidiary otherwise permitted hereunder;

(d) obligations under Swap Contracts;

(e) Indebtedness in respect of Capital Lease Obligations, Synthetic Lease Obligations and purchase money obligations for fixed or capital assets within the requirements set forth in Section 7.01(i); provided that the aggregate amount of all such Indebtedness under this Section 7.02(e) at any one time outstanding shall not exceed an amount equal to five percent (5%) of Consolidated Net Tangible Assets;

(f) Indebtedness of any Subsidiary owing to the Borrower or another Subsidiary;

(g) Non-Recourse Debt;

(h) Indebtedness acquired in an acquisition, existing at the time of such acquisition and not incurred in contemplation thereof;

(i) Cash Management Obligations and other Indebtedness in respect of netting services, overdraft protections and similar arrangements, in each case in connection with deposit accounts in the ordinary course of business;

(j) Indebtedness representing deferred compensation to employees of the Borrower and its Subsidiaries incurred in the ordinary course of business;

(k) Customary indemnification obligations or customary obligations in respect of purchase price or other similar adjustments, in each case incurred by the Borrower or any Subsidiary in connection with the Disposition of any assets permitted hereby, or any Investment permitted hereby or any purchase or other acquisition of property and assets or businesses of any Person or of assets constituting a business unit, a line of business or division of such Person, or Equity Interests in a Person that, upon the consummation thereof, will be a wholly owned Subsidiary of the Borrower (including as a result of a merger or consolidation) permitted hereby, but excluding Guarantees of Indebtedness; provided that (i) such obligations are not then due and payable and (ii) the maximum liability in respect of all such obligations incurred in connection with any Disposition shall at no time exceed the gross proceeds, including noncash proceeds (the fair market value of such noncash proceeds being measured at the time received and without giving effect to any subsequent changes in value), actually received by the Borrower and its Subsidiaries in connection with such Disposition;

(l) Indebtedness consisting of (A) the financing of insurance premiums or (B) customary take-or-pay obligations contained in supply or service agreements, in each case, in the ordinary course of business;

(m) obligations in respect of performance, bid, appeal and surety bonds and performance and completion guarantees and similar obligations provided by the Borrower or any of its Subsidiaries, in each case in the ordinary course of business;

(n) extensions, refinancings, renewals or replacements of the Indebtedness permitted by Section 7.02(a) which, in the case of any such extensions, refinancing, renewal or replacement, does not increase the principal amount of the Indebtedness being extended, refinanced, renewed or replaced, other than amounts equal to any unfunded commitments, accrued but unpaid interest or fees, premiums, costs and expenses incurred in connection with such extension, refinancing, renewal or replacement; and

(o) other Indebtedness in an aggregate principal amount at any time outstanding not to exceed 15% of Consolidated Net Tangible Assets.

7.03 **Fundamental Changes.** The Borrower shall not, nor shall it permit any Material Subsidiary to, merge, dissolve, liquidate, consolidate with or into another Person, or Dispose of (whether in one transaction or in a series of related transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person, except that, so long as no Default exists or would result therefrom:

(a) any Subsidiary may merge with (i) the Borrower, provided that the Borrower shall be the continuing or surviving Person, or (ii) any one or more other Subsidiaries, provided that when any Wholly Owned Subsidiary is merging with another Subsidiary, a Wholly Owned Subsidiary shall be the continuing or surviving Person;

(b) (i) any Subsidiary that is not a Loan Party may merge or consolidate with or into any other Subsidiary that is not a Loan Party and (ii) any Subsidiary may liquidate or dissolve or change its legal form if the Borrower determines in good faith that such action is in the best interests of the Borrower and its Subsidiaries and is not materially disadvantageous to the Lenders;

(c) any Subsidiary may Dispose of all or substantially all of its assets (upon voluntary liquidation or otherwise) to the Borrower or to another Subsidiary; provided that if the transferor in such a transaction is a Wholly Owned Subsidiary, then the transferee must either be the Borrower or a Wholly Owned Subsidiary;

(d) any Subsidiary may merge with any other Person that is not the Borrower in order to effect an Investment otherwise permitted hereunder;

(e) each of the Borrower and any of its Subsidiaries may merge into or consolidate with any other Person or permit any other Person to merge into or consolidate with it; provided that in each case, immediately after giving effect thereto (i) in the case of any such merger to which the Borrower is a party, the Borrower is the surviving entity and (ii) in the case of any such merger to which any Loan Party (other than the Borrower) is a party, such Loan Party is the surviving entity;

(f) the Borrower or any Subsidiary may effectuate a merger, dissolution, liquidation, consolidation or Disposition, the purpose and effect of which is to consummate a Disposition permitted hereunder, if such Disposition is not a sale of all or substantially all of the assets (whether now owned or hereafter acquired) of the Borrower;

(g) any Subsidiary may liquidate or dissolve if the Borrower determines in good faith that such liquidation or dissolution is in the best interests of the Borrower and is not materially disadvantageous to the Lenders; and

(h) the sale of Receivables Facility Assets in connection with Permitted Receivables Financings.

7.04 **Restricted Payments.** The Borrower will not declare or make any Restricted Payment if an Event of Default exists, except that:

(a) the Borrower may declare and make dividend payments or other distributions (i) in respect of common Equity Interests, payable solely in common Equity Interests of such Person or (ii) in respect of Equity Interests other than common Equity Interests, payable solely in such Equity Interests that are not common Equity Interests;

(b) the Borrower may purchase, redeem or otherwise acquire Equity Interests issued by it with the proceeds received from the substantially concurrent issue of new shares of its common stock or other common Equity Interests;

(c) to the extent constituting Restricted Payments, the Borrower may enter into and consummate transactions expressly permitted by any provision of Section 7.05 (other than Section 7.05(b));

(d) the Borrower may effectuate repurchases of Equity Interests in the Borrower deemed to occur upon exercise of stock options or warrants to the extent that such Equity Interests represent a portion of the exercise price of such options and warrants; and

(e) the Borrower may make Restricted Payments to employees, officers and directors of the Borrower or any direct or indirect parent of the Borrower or any of its Subsidiaries in an amount not to exceed the Taxes payable by such Persons in respect of Equity Interests awarded to any such Person under any employment, equity award, equity option or equity appreciation agreement or plans entered into in the ordinary course of business; provided that cancellation of Indebtedness owing to the Borrower or a Subsidiary from members of management, directors, managers or consultants of the Borrower or any Subsidiary in connection with a repurchase of Equity Interests of the Borrower will not be deemed to constitute a Restricted Payment for purposes of this Section 7.04 or any other provision of this Agreement.

7.05 **Transactions with Affiliates.** The Borrower shall not, nor shall it permit any Loan Party or Material Subsidiary to, enter into any transaction of any kind with any Affiliate of the Borrower, whether or not in the ordinary course of business, other than on terms substantially as favorable to the Borrower or such Loan Party or Material Subsidiary as would be obtainable by the Borrower or such Loan Party or Material Subsidiary at the time in a comparable arm's length transaction with a Person other than an Affiliate, provided that the foregoing shall be deemed to be satisfied with respect to any transaction that is approved by a majority of the independent members of

the Borrower's board of directors, or of a committee thereof consisting solely of independent directors, provided further that the foregoing restriction shall not apply to (a) transactions (including asset transfers and investments) between or among the Borrower and any of its Subsidiaries or between and among any Subsidiaries, (b) Restricted Payments permitted hereunder and transactions of the type described in the proviso to the definition of "Restricted Payment", (c) transactions with Receivables Entities in connection with any Permitted Receivables Financings, (d) any Investments not prohibited hereunder, (e) Guarantees of obligations of subsidiaries of the Borrower and joint ventures of any of the foregoing, (f) transactions pursuant to agreements, instruments or arrangements in existence on the Closing Date and set forth on Schedule 7.05 or any amendment thereto to the extent such an amendment is not adverse to the Lenders in any material respect and (g) transactions involving the purchase or sale of crude oil, natural gas, natural gas liquids and other hydrocarbons in the ordinary course of business and priced in line with industry accepted benchmark prices.

7.06 **Burdensome Agreements.** The Borrower shall not permit to exist any Contractual Obligation that includes restrictions that are binding on any Loan Party or any Material Subsidiary (in each case other than this Agreement or any other Loan Document) that limits the ability of such Loan Party (other than the Borrower) or Material Subsidiary to (a) make Restricted Payments to the Borrower or any Guarantor, (b) repay loans and other indebtedness owing by it to the Borrower or any Guarantor or (c) in the case of a Loan Party, guarantee the Obligations as otherwise required hereunder; provided, however, that the foregoing clauses shall not prohibit (i) restrictions and conditions which exist on the Closing Date and are listed on Schedule 7.06 hereto and, to the extent restrictions permitted by this clause (i) are set forth in an agreement evidencing Indebtedness, are set forth in any agreement evidencing any permitted renewal, extension or refinancing of such Indebtedness so long as such renewal, extension or refinancing does not expand the scope of such restriction in any material respect, (ii) restrictions that are binding on a Subsidiary at the time such Subsidiary first becomes a Subsidiary of the Borrower, so long as such restrictions were not entered into solely in contemplation of such Person becoming a Subsidiary, (iii) restrictions set forth in an agreement governing Indebtedness permitted by Section 7.02, (iv) customary restrictions and conditions contained in agreements relating to the sale of all or substantially all of the Equity Interests or assets of a Subsidiary pending such sale, provided such restrictions and conditions apply only to the Subsidiary that is to be sold and such sale is permitted hereunder, (v) customary restrictions on cash, other deposits or assets imposed by customers and other persons under contracts entered into in the ordinary course of business, and (vi) restrictions and conditions imposed by law.

7.07 **Use of Proceeds.** The Borrower shall not use the proceeds of any Credit Extension (a) whether directly or indirectly to purchase or carry margin stock (within the meaning of Regulation U of the FRB) in violation of Regulation U, or (b) directly or, to the knowledge of the Borrower or any Subsidiary, indirectly for any purpose which would breach the United States Foreign Corrupt Practices Act of 1977 or to the extent the failure to so comply could reasonably be expected to have a Material Adverse Effect, other applicable similar anti-corruption Laws in other jurisdictions or (c) directly, or, to the knowledge of the Borrower or any Subsidiary, indirectly (or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or other individual or entity) to fund any activities of or business with any individual or entity, or in any Designated Jurisdiction, that, at the time of such funding, is the subject of Sanctions and results in a violation by an individual or entity (including any individual or entity participating in the transaction, whether as Lender, Arranger, Administrative Agent, an L/C Issuer, Swing Line Lender, or otherwise) of Sanctions.

7.08 **Leverage Ratio**. On each Quarterly Testing Date occurring on or after March 31, 2025, the Borrower shall not permit the Consolidated Leverage Ratio to be greater than 5.50 to 1.0 for the four consecutive fiscal quarter period ended on such date of determination.

ARTICLE VIII.
EVENTS OF DEFAULT AND REMEDIES

8.01 **Events of Default.** Any of the following shall constitute an Event of Default:

(a) Non-Payment. The Borrower or any other Loan Party fails to (i) pay when and as required to be paid herein, any amount of principal of any Loan or any L/C Obligation or deposit any funds as Cash Collateral in respect of L/C Obligations, or (ii) pay within five Business Days after the same becomes due, any interest on any Loan

or on any L/C Obligation, or (iii) pay within ten days after the same becomes due, any other amount payable hereunder or under any other Loan Document; or

(b) Specific Covenants. The Borrower fails to perform or observe any term, covenant or agreement contained in any of Sections 6.03, 6.04, or 6.10 or Article VII; or

(c) Other Defaults. Any Loan Party fails to perform or observe any other covenant or agreement (not specified in subsection (a) or (b) above) contained in any Loan Document on its part to be performed or observed and such failure continues for 30 days after notice thereof by the Administrative Agent; or

(d) Representations and Warranties. Any representation, warranty, certification or statement of fact made or deemed made by or on behalf of the Borrower or any other Loan Party herein, in any other Loan Document, or in any document delivered in connection herewith or therewith shall be incorrect or misleading in any material respect when made or deemed made; or

(e) Cross-Default and Cross-Acceleration. The Borrower or any Material Subsidiary (i) fails to make any payment when due (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of any Indebtedness (other than Indebtedness hereunder) beyond any grace period provided with respect thereto; provided that the aggregate outstanding principal amount (including the undrawn face amount of any outstanding Letter of Credit, surety bonds and other similar contingent obligations outstanding under any agreement relating to such Indebtedness and including amounts constituting Indebtedness owing to all creditors under any combined or syndicated credit arrangement) of all such Indebtedness as to which such payment default shall occur and be continuing exceeds the Threshold Amount, or (ii) fails to observe or perform any other agreement or condition relating to any such Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event occurs, in each case, if such default or other event shall have resulted in the acceleration of the payment of such Indebtedness; provided that the aggregate outstanding principal amount (including the undrawn face amount of any outstanding Letter of Credit, surety bonds and other similar contingent obligations outstanding under any agreement to the extent constituting Indebtedness and including amounts constituting Indebtedness owing to all creditors under any combined or syndicated credit arrangement) of all such Indebtedness as to which such acceleration shall occur and be continuing exceeds the Threshold Amount; and provided, further, that Non-Recourse Debt and obligations in respect of Permitted Receivables Financings shall not be “Indebtedness” for purposes of this clause (e); or

(f) Insolvency Proceedings, Etc. The Borrower or any of its Material Subsidiaries institutes or consents to the institution of any proceeding under any Debtor Relief Law, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed without the application or consent of such Person and the appointment continues undischarged or unstayed for 60 calendar days; or any proceeding under any Debtor Relief Law relating to any such Person or to all or any material part of its property is instituted without the consent of such Person and continues undismissed or unstayed for 60 calendar days, or an order for relief is entered in any such proceeding; or

(g) Inability to Pay Debts; Attachment. (i) The Borrower or any of its Material Subsidiaries becomes unable or admits in writing its inability or fails generally to pay its debts as they become due, or (ii) any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of any such Person and is not released, vacated or fully bonded within 60 days after its issue or levy; or

(h) Judgments. There is entered against the Borrower or any of its Material Subsidiaries a final judgment or order for the payment of money in an aggregate amount exceeding the Threshold Amount (to the extent not covered by independent third-party insurance as to which the insurer does not dispute coverage), and the same shall remain undischarged and either (i) enforcement proceedings are commenced by any creditor upon such judgment or order which have not been stayed by reason of a pending appeal or otherwise, or (ii) there is a period of thirty (30)

consecutive days during which a stay of enforcement of such judgment, by reason of a pending appeal or otherwise, is not in effect; or

(i) ERISA. (i) An ERISA Event occurs with respect to a Pension Plan or Multiemployer Plan that has resulted or could reasonably be expected to result in a Material Adverse Effect, or (ii) any Loan Party or any ERISA Affiliate fails to pay when due, after the expiration of any applicable grace period, any installment payment with respect to its withdrawal liability under Section 4201 of ERISA under a Multiemployer Plan and such failure to pay has resulted or could reasonably be expected to result in a Material Adverse Effect; or

(j) Invalidity of Loan Documents. Any material provision of any Loan Document, at any time after its execution and delivery and for any reason other than as permitted hereunder or thereunder or satisfaction in full of all the Obligations, ceases to be in full force and effect; or any Loan Party contests in any manner the validity or enforceability of any material provision of any Loan Document; or any Loan Party denies that it has any or further liability or obligation under any Loan Document, or purports to revoke, terminate or rescind any provision of any Loan Document; or

(k) Change of Control. There occurs any Change of Control.

8.02 **Remedies Upon Event of Default.** If any Event of Default occurs and is continuing, the Administrative Agent shall, at the request of, or may, with the consent of, the Required Lenders, take any or all of the following actions:

(a) declare the Revolving Credit Commitment of each Revolving Credit Lender to make Revolving Credit Loans and any obligation of each L/C Issuer to make L/C Credit Extensions to be terminated, whereupon such Revolving Credit Commitment and obligation shall be terminated;

(b) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Borrower;

(c) require that the Borrower Cash Collateralize the L/C Obligations (in an amount equal to the then Outstanding Amount thereof); and

(d) exercise on behalf of itself and the Lenders all rights and remedies available to it and the Lenders under the Loan Documents;

provided, however, that upon the occurrence of an actual or deemed entry of an order for relief with respect to the Borrower under the Bankruptcy Code of the United States, the obligation of each Lender to make Loans and any obligation of each L/C Issuer to make L/C Credit Extensions shall automatically terminate, the unpaid principal amount of all outstanding Loans and all interest and other amounts as aforesaid shall automatically become due and payable, and the obligation of the Borrower to Cash Collateralize the L/C Obligations as aforesaid shall automatically become effective, in each case without further act of the Administrative Agent or any Lender.

8.03 **Application of Funds.** After the exercise of remedies provided for in Section 8.02 (or after the Loans have automatically become immediately due and payable and the L/C Obligations have automatically been required to be Cash Collateralized as set forth in the proviso to Section 8.02), any amounts received on account of the Obligations, the Cash Management Obligations and the Secured Swap Obligations (except on account of Separate Collateral) shall, subject to the provisions of Sections 2.15 and 2.16, be applied by the Administrative Agent in the following order:

First, to payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts (including fees, charges and disbursements of external counsel to the Administrative Agent and amounts payable under Article III) payable to the Administrative Agent in its capacity as such;

Second, to payment of that portion of the Obligations constituting fees, indemnities and other amounts (other than principal, interest and Letter of Credit Fees) payable to the Lenders and the L/C Issuers (including fees, charges and disbursements of external counsel to the respective Lenders and the L/C Issuers and amounts payable under Article III), ratably among them in proportion to the respective amounts described in this clause Second payable to them;

Third, to payment of that portion of the Obligations constituting accrued and unpaid Letter of Credit Fees and interest on the Loans, L/C Borrowings and other Obligations, ratably among the Lenders and the L/C Issuers in proportion to the respective amounts described in this clause Third payable to them;

Fourth, to payment of that portion of the Obligations constituting unpaid principal of the Loans and L/C Borrowings, the Secured Swap Obligations and the Cash Management Obligations, ratably among the Lenders, the Hedging Parties and the L/C Issuers in proportion to the respective amounts described in this clause Fourth held by them;

Fifth, to the Administrative Agent for the account of the L/C Issuers, to Cash Collateralize that portion of L/C Obligations comprised of the aggregate undrawn amount of Letters of Credit to the extent not otherwise Cash Collateralized by the Borrower pursuant to Sections 2.03 and 2.15; and

Last, the balance, if any, after all of the Obligations, the Cash Management Obligations and the Secured Swap Obligations have been indefeasibly paid in full, to the Borrower or as otherwise required by Law.

Subject to Sections 2.03(c) and 2.15, amounts used to Cash Collateralize the aggregate undrawn amount of Letters of Credit pursuant to clause Fifth above shall be applied to satisfy drawings under such Letters of Credit as they occur. If any amount remains on deposit as Cash Collateral after all Letters of Credit have either been fully drawn or expired, such remaining amount shall be applied to the other Obligations, Cash Management Obligations and Secured Swap Obligations, if any, in the order set forth above.

ARTICLE IX.
ADMINISTRATIVE AGENT

9.01 **Appointment and Authority.** Each of the Lenders (in its capacities as a Lender, Swing Line Lender (if applicable) and a potential Hedging Party) and the L/C Issuers hereby irrevocably appoints Bank of America to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents (and, if applicable, to hold any security interest created by any Security Documents for and on behalf of or on trust for such Lender (in its capacities as a Lender, Swing Line Lender (if applicable) and a potential Hedging Party) and L/C Issuer) and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. In this connection, the Administrative Agent (and any co-agents, sub-agents and attorneys-in-fact appointed by the Administrative Agent pursuant to Section 9.05 for purposes of holding or enforcing any Lien on any Collateral (or any portion thereof) granted under any Security Documents, or for exercising any rights and remedies thereunder at the direction of the Administrative Agent), shall be entitled to the benefits of all provisions of this Article IX (including, Section 9.11, as though such co-agents, sub-agents and attorneys-in-fact were the Administrative Agent) as if set forth in full herein with respect thereto. Without limiting the generality of the foregoing, the Lenders hereby expressly authorize the Administrative Agent to execute any and all documents (including releases) with respect to any Collateral and the rights of the Secured Parties with respect thereto, as contemplated by and in accordance with the provisions of this Agreement and any Security Documents and acknowledge and agree that any such action by the Administrative Agent shall bind the Lenders. The provisions of this Article are solely for the benefit of the Agents, the Lenders and the L/C Issuers, and neither the Borrower nor any other Loan Party shall have rights as a third party beneficiary of any of such provisions.

9.02 **Rights as a Lender.** Any Person serving an Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not such Agent and the term “Lender” or “Lenders” shall, unless otherwise expressly indicated or unless the context otherwise requires, include such Person serving as an Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally

engage in any kind of business with any Loan Party or any Subsidiary or other Affiliate thereof as if such Person were not an Agent hereunder and without any duty to account therefor to the Lenders.

9.03 **Exculpatory Provisions.** No Agent shall have any duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing, Agents:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that such Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents), provided that no Agent shall be required to take any action that, in its opinion or the opinion of its counsel, may expose such Agent to liability or that is contrary to any Loan Document or applicable law; and

(c) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Affiliates that is communicated to or obtained by the Person serving as Agent or any of its Affiliates in any capacity.

No Agent shall be liable for any action taken or not taken by it (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as such Agent shall believe in good faith shall be necessary, under the circumstances as provided in Sections 10.01 and 8.02) or (ii) in the absence of its own gross negligence or willful misconduct. No Agent shall be deemed to have knowledge of any Default unless and until notice describing such Default is given to such Agent by the Borrower, a Lender or an L/C Issuer.

No Agent shall be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document, or the creation, perfection or priority of any Lien, (v) the value or the sufficiency of any collateral, or (vi) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

9.04 **Reliance by Agent.** Each Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. Each Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan, or the issuance of a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a Lender or an L/C Issuer, such Agent may presume that such condition is satisfactory to such Lender or such L/C Issuer unless such Agent shall have received notice to the contrary from such Lender or such L/C Issuer prior to the making of such Loan or the issuance of such Letter of Credit. Each Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

9.05 **Delegation of Duties.** The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory

provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities of the Administrative Agent.

9.06 **Resignation of Agent.** The Administrative Agent may at any time give notice of its resignation to the Lenders, the L/C Issuers and the Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Borrower, to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation (or such earlier day as shall be agreed by the Required Lenders) (the "Resignation Effective Date"), then such retiring Administrative Agent may (but shall not be obligated to) on behalf of the Lenders and the L/C Issuers, appoint a successor Administrative Agent meeting the qualifications set forth above; provided that if the Administrative Agent shall notify the Borrower and the Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (1) the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral held by the Administrative Agent on behalf of the Lenders or the L/C Issuers under any of the Loan Documents, the retiring Administrative Agent shall continue to hold such collateral until such time as a successor Administrative Agent is appointed) and (2) except for any indemnity payments or other amounts then owed to the retiring Administrative Agent, all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender and each L/C Issuer directly, until such time as the Required Lenders appoint a successor Administrative Agent as provided for above in this Section. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Administrative Agent (other than as provided in Section 3.01 and other than any rights to indemnity payments or other amounts owed to the retiring Administrative Agent as of the Resignation Effective Date), and the retiring Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section). The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring Administrative Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article and Section 10.04 shall continue in effect for the benefit of such retiring Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them (i) while the retiring Administrative Agent was acting as the Administrative Agent and (ii) after such resignation or removal for as long as any of them continues to act in any capacity hereunder or under the other Loan Documents, as and to the extent such provisions purport to apply to a Person in such capacity, including (A) holding any collateral security on behalf of any of the Lenders and (B) in respect of any actions taken in connection with transferring the agency to any successor.

Any resignation by Bank of America as the Administrative Agent pursuant to this Section shall also constitute its resignation as an L/C Issuer and Swing Line Lender. Upon the acceptance of a successor's appointment as the Administrative Agent hereunder, (a) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring L/C Issuer and Swing Line Lender, (b) the retiring L/C Issuer and Swing Line Lender shall be discharged from all of their respective duties and obligations hereunder or under the other Loan Documents, and (c) the successor L/C Issuer shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to the retiring L/C Issuer to effectively assume the obligations of the retiring L/C Issuer with respect to such Letters of Credit.

9.07 **Non-Reliance on Agent and Other Lenders.** Each Lender and each L/C Issuer acknowledges that it has, independently and without reliance upon any Agent, any Agent-Related Person or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender and each L/C Issuer also acknowledges that it will, independently and without reliance upon any Agent, any Agent-Related Person or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

9.08 **No Other Duties, Etc.** Anything herein to the contrary notwithstanding, none of the agents listed on the cover page hereof shall have any powers, duties, liabilities or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Administrative Agent, a Lender or an L/C Issuer hereunder.

9.09 **Administrative Agent May File Proofs of Claim.** In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan or L/C Obligation shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise.

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, L/C Obligations and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders, the L/C Issuers and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders, the L/C Issuers and the Administrative Agent and their respective agents and external counsel and all other amounts due the Lenders, the L/C Issuers and the Administrative Agent under Sections 2.03(i) and (j), 2.09 and 10.04) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender and each L/C Issuer to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders and the L/C Issuers, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and external counsel, and any other amounts due the Administrative Agent under Sections 2.09 and 10.04.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender or any L/C Issuer any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or any L/C Issuer to authorize the Administrative Agent to vote in respect of the claim of any Lender or any L/C Issuer in any such proceeding.

9.10 **Collateral and Guaranty Matters.** The Lenders, the L/C Issuers and the Hedging Parties irrevocably authorize the Administrative Agent:

(a) to release any Lien on any property granted to or held by the Administrative Agent under any Loan Document (i) upon termination of the Revolving Credit Facility and payment in full of all Obligations, the Cash Management Obligations and the Secured Swap Obligations (other than contingent indemnification obligations) and the expiration or termination of all Letters of Credit, (ii) that is sold, transferred, leased or subleased, licensed or sublicensed, exchanged, alienated, subordinated or otherwise Disposed of, or to be sold, transferred, leased or subleased, licensed or sublicensed, exchanged, alienated, subordinated or otherwise Disposed of, in each case as part of or in connection with any transaction permitted hereunder or under any other Loan Document (including, for the avoidance of doubt, Receivables Facility Assets sold in connection with a Permitted Receivables Financing); (iii) if the property subject to such Lien is owned by a Guarantor, upon release of such Guarantor from its obligations under its Guaranty pursuant to clause (b) below; or (iv) otherwise upon the request of the Borrower; and

(b) to release any Guarantor from its obligations under the Loan Documents if such Person ceases to be a Subsidiary as a result of a transaction permitted hereunder. Without limiting the foregoing, if at any time any Guarantor ceases to guarantee the obligations of the Borrower in respect of its notes indebtedness existing at such time and at such time such Guarantor is not a TRP Notes Obligor, such Guarantor shall automatically, without any further action by any Person, (a) be released from its obligations under the Guaranty and (b) cease to be a Guarantor.

Upon request by the Administrative Agent at any time, the Required Lenders will confirm in writing the Administrative Agent's authority to release any Guarantor from its obligations under the Guaranty pursuant to this Section 9.10. In each case as specified in this Section 9.10, the Administrative Agent will (and each Lender irrevocably authorizes such Agent to), at the Borrower's expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release of any Guarantor from its obligations under the Guaranty, in each case in accordance with the terms of the Loan Documents and this Section 9.10.

To the extent required by any applicable law, the Administrative Agent may withhold from any payment to any Lender an amount equivalent to any withholding tax applicable to such payment. If the IRS or any other Governmental Authority asserts a claim that the Administrative Agent did not properly withhold tax from amounts paid to or for the account of any Lender for any other reason, or the Administrative Agent has paid over to the IRS applicable withholding tax relating to a payment to a Lender but no deduction has been made from such payment, such Lender shall indemnify the Administrative Agent fully for all amounts paid, directly or indirectly, by the Administrative Agent in connection with such tax, including any penalties or interest and together with any all expenses incurred.

The Administrative Agent shall promptly execute, deliver and/or file all such further releases, termination statements, documents, agreements, certificates and instruments and do such further acts as the Borrower may reasonably require to more effectively evidence or effectuate such release.

9.11 **Indemnification of Agents**. Whether or not the transactions contemplated hereby are consummated, the Lenders shall indemnify upon demand each Agent and Agent-Related Person (to the extent not reimbursed by or on behalf of any Loan Party and without limiting the obligation of any Loan Party to do so), pro rata, and hold harmless each Agent and Agent-Related Person from and against any and all losses, claims, damages, liabilities and related expenses (including the fees, charges and disbursements of any external counsel for any Agent) incurred by it; provided that no Lender shall be liable for the payment to any Agent or Agent-Related Person of any portion of such losses, claims, damages, liabilities and related expenses resulting from such Agent's or Agent-Related Person's own gross negligence or willful misconduct, as determined by the final judgment of a court of competent jurisdiction; provided that no action taken in accordance with the directions of the Required Lenders (or such other number or percentage of the Lenders as shall be required by the Loan Documents) shall be deemed to constitute gross negligence or willful misconduct for purposes of this Section 9.11. In the case of any investigation, litigation or proceeding giving rise to any loss, claim, damage, liability and related expense this Section 9.11 applies whether any such investigation, litigation or proceeding is brought by any Lender or any other Person. Without limitation of the foregoing, each Lender shall reimburse the Administrative Agent upon demand for its ratable share of any costs or out-of-pocket expenses (including attorney costs) incurred by such 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 rights or responsibilities under, this Agreement, any other Loan Document, or any document contemplated by or referred to herein, to the extent that such Agent is not reimbursed for such expenses by or on behalf of the Borrower. The undertaking in this Section 9.11 shall survive termination of the Revolving Credit Facility, the payment of all other Obligations, Secured Swap Obligations and Cash Management Obligations, and the resignation of such Agent.

9.12 **ERISA Lender Representation**.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and the Arrangers and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that at least one of the following is and will be true:

(i) such Lender is not using "plan assets" (within the meaning of 29 CFR § 2510.3-101, as modified by Section 3(42) of ERISA) of one or more Benefit Plans in connection with the Loans, the Letters of Credit or the Revolving Credit Commitments,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to, and the conditions for exemptive relief thereunder will be satisfied in connection with, such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Revolving Credit Commitments and this Agreement,

(iii) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Letters of Credit, the Revolving Credit Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Revolving Credit Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to, and the conditions for exemptive relief thereunder will be satisfied in connection with, such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Revolving Credit Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or such Lender has not provided another representation, warranty and covenant as provided in sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and the Arrangers and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that:

(i) none of the Administrative Agent or any Arranger or any of their respective Affiliates is a fiduciary with respect to the assets of such Lender (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related to hereto or thereto),

(ii) the Person making the investment decision on behalf of such Lender with respect to the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Revolving Credit Commitments and this Agreement is independent (within the meaning of 29 CFR § 2510.3-21) and is a bank, an insurance carrier, an investment adviser, a broker-dealer or other person that holds, or has under management or control, total assets of at least $50 million, in each case as described in 29 CFR § 2510.3-21(c)(1)(i)(A)-(E),

(iii) the Person making the investment decision on behalf of such Lender with respect to the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Revolving Credit Commitments and this Agreement is capable of evaluating investment risks independently, both in general and with regard to particular transactions and investment strategies (including in respect of the Obligations),

(iv) the Person making the investment decision on behalf of such Lender with respect to the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Revolving Credit Commitments and this Agreement is a fiduciary under ERISA or the Code, or both, with

respect to the Loans, the Letters of Credit, the Revolving Credit Commitments and this Agreement and is responsible for exercising independent judgment in evaluating the transactions hereunder, and

(v) no fee or other compensation is being paid directly to the Administrative Agent or any Arranger or any their respective Affiliates for investment advice (as opposed to other services) in connection with the Loans, the Letters of Credit, the Revolving Credit Commitments or this Agreement.

(c) The Administrative Agent and each Arranger hereby informs the Lenders that each such Person is not undertaking to provide impartial investment advice, or to give advice in a fiduciary capacity, in connection with the transactions contemplated hereby, and that such Person has a financial interest in the transactions contemplated hereby in that such Person or an Affiliate thereof (i) may receive interest or other payments with respect to the Loans, the Letters of Credit, the Revolving Credit Commitments and this Agreement, (ii) may recognize a gain if it extended the Loans, the Letters of Credit or the Revolving Credit Commitments for an amount less than the amount being paid for an interest in the Loans, the Letters of Credit or the Revolving Credit Commitments by such Lender or (iii) may receive fees or other payments in connection with the transactions contemplated hereby, the Loan Documents or otherwise, including structuring fees, commitment fees, arrangement fees, facility fees, upfront fees, underwriting fees, ticking fees, agency fees, utilization fees, minimum usage fees, letter of credit fees, fronting fees, deal-away or alternate transaction fees, amendment fees, processing fees, term out premiums, banker's acceptance fees, breakage or other early termination fees or fees similar to the foregoing.

9.13 **Erroneous Payments**.

(a) If the Administrative Agent notifies a Lender or L/C Issuer, or any Person who has received funds on behalf of a Lender or L/C Issuer (any such Lender, L/C Issuer or other recipient, a "Payment Recipient") that the Administrative Agent has determined in its sole discretion (whether or not after receipt of any notice under immediately succeeding clause (b)) that any funds received by such Payment Recipient from the Administrative Agent or any of its Affiliates were erroneously transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Lender, L/C Issuer or other Payment Recipient on its behalf) (any such funds, whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an "Erroneous Payment") and demands the return of such Erroneous Payment (or a portion thereof), such Erroneous Payment shall at all times remain the property of the Administrative Agent, and such Lender or L/C Issuer shall (or, with respect to any Payment Recipient who received such funds on its behalf, shall cause such Payment Recipient to) promptly, but in no event later than one Business Day thereafter, return to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received), together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Administrative Agent in same day funds at greater of the Overnight Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect. A notice of the Administrative Agent to any Payment Recipient under this clause (a) shall be conclusive, absent manifest error.

(b) Without limiting the immediately preceding clause (a), each Payment Recipient hereby further agrees that if it receives a payment, prepayment or repayment (whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise) from the Administrative Agent (or any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment (a "Payment Notice"), (y) that was not preceded or accompanied by a Payment Notice, or (z) that such Payment Recipient otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part) in each case:

(i) an error may have been made (in the case of immediately preceding clauses (x) or (y)) or an error has been made (in the case of immediately preceding clause (z)) with respect to such payment, prepayment or repayment; and

(ii) such Payment Recipient shall promptly (and, in all events, within one Business Day of its knowledge of such error) notify the Administrative Agent of its receipt of such payment, prepayment or repayment, the details thereof and that it is so notifying the Administrative pursuant to this Section 9.13(b).

(c) Each Lender or L/C Issuer hereby authorizes the Administrative Agent to set off, net and apply any and all amounts at any time owing to such Lender or L/C Issuer under any Loan Document, or otherwise payable or distributable by the Administrative Agent to such Lender or L/C Issuer under any Loan Document, against any amount due to the Administrative Agent under immediately preceding clause (a) or under the indemnification provisions of this Agreement.

(d) In the event an Erroneous Payment (or portion thereof) is not recovered by the Administrative Agent for any reason, after demand therefor by the Administrative Agent in accordance with immediately preceding clause (a), from any Lender or L/C Issuer that has received such Erroneous Payment (or portion thereof) (or from any Payment Recipient who received such Erroneous Payment (or portion thereof) on its respective behalf) (such unrecovered amount, an "Erroneous Payment Return Deficiency"), upon the Administrative Agent's request to such Lender or L/C Issuer at any time, (i) such Lender or L/C Issuer shall be deemed to have assigned its Loans (but not its Revolving Credit Commitments) of the relevant Facility with respect to which such Erroneous Payment was made (the "Erroneous Payment Impacted Facility") in an amount equal to the Erroneous Payment Return Deficiency (such assignment of the Loans (but not Revolving Credit Commitments) of the Erroneous Payment Impacted Facility, the "Erroneous Payment Deficiency Assignment") at par plus any accrued and unpaid interest (with the assignment fee to be waived by the Administrative Agent in such instance), and is hereby (together with the Borrower) deemed to execute and deliver an Assignment and Assumption (or, to the extent applicable, an agreement incorporating an Assignment and Assumption by reference pursuant to an electronic platform or electronic transmission system as to which the Administrative Agent and such parties are participants) with respect to such Erroneous Payment Deficiency Assignment, and such Lender or L/C Issuer shall deliver any Notes evidencing such Loans to the Borrower or the Administrative Agent, (ii) the Administrative Agent as the assignee Lender shall become a Lender or L/C Issuer, as applicable, hereunder with respect to such Erroneous Payment Deficiency Assignment and the assigning Lender or assigning L/C Issuer shall cease to be a Lender or L/C Issuer, as applicable, hereunder with respect to such Erroneous Payment Deficiency Assignment, excluding, for the avoidance of doubt, its obligations under the indemnification provisions of this Agreement and its applicable Revolving Credit Commitments which shall survive as to such assigning Lender or assigning L/C Issuer. For the avoidance of doubt, no Erroneous Payment Deficiency Assignment will reduce the Revolving Credit Commitments of any Lender or L/C Issuer and such Revolving Credit Commitments shall remain available in accordance with the terms of this Agreement.

(e) The parties hereto agree that an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrower.

(f) To the extent permitted by applicable law, no Payment Recipient shall assert any right or claim to an Erroneous Payment, and hereby waives, and is deemed to waive, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Erroneous Payment received, including without limitation waiver of any defense based on "discharge for value" or any similar doctrine.

(g) Each party's obligations, agreements and waivers under this Section 9.13 shall survive the resignation or replacement of the Administrative Agent, any transfer of rights or obligations by, or the replacement of, a Lender or L/C Issuer, the termination of the Revolving Credit Commitments and/or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Loan Document.

(h) This Section 9.13 shall not apply to the disbursement of any proceeds of a Loan to or at the express direction of the Borrower, unless otherwise expressly agreed in writing by the Borrower. In addition, (i) no payment of Obligations made in accordance with this Agreement with funds received by the Administrative Agent from the Borrower for the purpose of satisfying such Obligations shall constitute an Erroneous Payment, unless otherwise expressly agreed in writing by the Borrower, (ii) without limiting clause (e) above, notwithstanding anything to the contrary herein or in any other Loan Document, the Borrower shall not have any liability for any actions or inactions

of any Payment Recipient, including any failure by any Payment Recipient to comply with the above provisions of this Section 9.13, and the Administrative Agent expressly agrees, on behalf of itself and its Affiliates, that, notwithstanding anything in Section 10.04 to the contrary, the Borrower shall not have any liability for losses, claims, damages, liabilities and expenses (including attorney's fees) arising out of, resulting from or in connection with any Erroneous Payment or any such actions or inactions of any Payment Recipient in respect of any Erroneous Payment and (iii) notwithstanding anything to the contrary herein or in any other Loan Document, a Lender or L/C Issuer that is not a Payment Recipient shall not have any liability for any actions or inactions of any Payment Recipient in respect of any Erroneous Payment, including any failure by any Payment Recipient to comply with the above provisions of this Section 9.13.

ARTICLE X.
MISCELLANEOUS

10.01 **Amendments, Etc.** No amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by the Borrower or any other Loan Party therefrom, shall be effective unless in writing signed by the Required Lenders and the Borrower or the applicable Loan Party, as the case may be, and acknowledged by the Administrative Agent, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that no such amendment, waiver or consent shall, subject to Section 3.03(b):

(a) waive any condition set forth in Section 4.01, or in the case of the initial Credit Extension, Section 4.02, without the written consent of each Lender;

(b) without limiting the generality of clause (a) above, waive any condition set forth in Section 4.02 as to any Credit Extension under a particular Facility without the written consent of the Required Revolving Lenders or the Required Term Lenders (of a specified tranche, if applicable), as the case may be;

(c) (i) extend or increase the Revolving Credit Commitment of any Revolving Credit Lender (or reinstate any Revolving Credit Commitment terminated pursuant to Section 8.02) without the written consent of such Revolving Credit Lender or (ii) extend or increase the Term Loans of any Term Lender without the written consent of such Term Lender;

(d) postpone any date fixed by this Agreement or any other Loan Document for any payment or mandatory prepayment of principal, interest, fees or other amounts due to the Lenders (or any of them) or any scheduled or mandatory reduction of any Facility hereunder or under any other Loan Document without the written consent of each Lender directly affected thereby, it being understood that the waiver of (or amendment to the terms of) any mandatory prepayment of Loans shall not constitute a postponement of any date scheduled for the payment of principal or interest;

(e) reduce the principal of, or the rate of interest specified herein on, any Loan or L/C Borrowing, or (subject to clause (iv) of the second proviso to this Section 10.01) any fees or other amounts payable hereunder or under any other Loan Document, without the written consent of each Lender entitled to such amount; provided, however, that only the consent of the Required Lenders shall be necessary (i) to amend the definition of "Default Rate" or to waive any obligation of the Borrower to pay interest or Letter of Credit Fees at the Default Rate and (ii) to change the manner of computation of any financial ratio (including any change in any applicable defined term) used in determining the Applicable Rate that would result in a reduction of any interest rate on any Loan or any fee payable hereunder;

(f) change (i) Section 2.13 or Section 8.03 in a manner that would alter the pro rata sharing of payments required thereby without the written consent of each Lender or (ii) the order of application of any reduction in the Revolving Credit Commitments or any prepayment of Loans among the Facilities from the application thereof set forth in the applicable provisions of Section 2.05(b) or 2.06(b), respectively, in any manner that materially and adversely affects the Lenders under a Facility without the written consent of (A) if such Facility is the Term Facility

(of a specified tranche, if applicable), each Term Lender (of a specified tranche, if applicable) and (B) if such Facility is the Revolving Credit Facility, each Revolving Credit Lender;

(g) change (i) any provision of this Section 10.01 or the definition of "Required Lenders" or any other provision hereof specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder (other than the definitions specified in clause (ii) of this Section 10.01(g)), without the written consent of each Lender or (ii) the definition of "Required Revolving Lenders," or "Required Term Lenders" without the written consent of each Lender under the applicable Facility (of a specified tranche, if applicable);

(h) release all or substantially all of the value of the Guaranties of the TRP Notes Obligors without the written consent of each Lender; or

(i) impose any greater restriction on the ability of any Lender under a Facility to assign any of its rights or obligations hereunder without the written consent of (i) if such Facility is the Term Facility (of a specified tranche, if applicable), the Required Term Lenders (of a specified tranche, if applicable), and (ii) if such Facility is the Revolving Credit Facility, the Required Revolving Lenders;

and, provided further, that (i) no amendment, waiver or consent shall, unless in writing and signed by the applicable L/C Issuers in addition to the Lenders required above, affect the rights or duties of such L/C Issuer under this Agreement or any Issuer Document relating to any Letter of Credit issued or to be issued by it; (ii) no amendment, waiver or consent shall, unless in writing and signed by the Swing Line Lender in addition to the Lenders required above, affect the rights or duties of the Swing Line Lender under this Agreement; (iii) no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent in addition to the Lenders required above, affect the rights or duties of the Administrative Agent under this Agreement or any other Loan Document; (iv) the Fee Letters may be amended, or rights or privileges thereunder waived, in a writing executed only by the parties thereto; (v) each Issuer Document may be amended, or rights or privileges thereunder waived, in a writing executed only by the parties thereto; provided that a copy of such amended Issuer Document shall be promptly delivered by the L/C Issuer to the Administrative Agent upon such amendment or waiver, and (vi) except as otherwise provided in clauses (a) through (i) above, provisions of this Agreement or any other Loan Document established pursuant to an Incremental Supplement may be amended, or rights or privileges thereunder waived, in a writing executed only by the Required Term Lenders (of a specified tranche, if applicable) and the Borrower and acknowledged by the Administrative Agent. Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder (and any amendment, waiver or consent which by its terms requires the consent of all Lenders or each affected Lender may be effected with the consent of the applicable Lenders other than Defaulting Lenders), except that (w) the Revolving Credit Commitment of any Defaulting Lender may not be increased or extended without the consent of such Defaulting Lender, (x) the principal of any Loan of any Defaulting Lender may not be reduced or the final maturity thereof extended without the consent of such Defaulting Lender, (y) any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender that by its terms affects any Defaulting Lender more adversely than other affected Lenders shall require the consent of such Defaulting Lender and (z) this sentence may not be changed without the consent of each Defaulting Lender.

10.02 **Notices; Effectiveness; Electronic Communication**.

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in subsection (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier, or email as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to the Borrower, the Administrative Agent, an L/C Issuer or the Swing Line Lender, to the address, telecopier number, electronic mail address or telephone number specified for such Person on Schedule 10.02; and

(ii) if to any other Lender, to the address, telecopier number, electronic mail address or telephone number specified in its Administrative Questionnaire (including, as appropriate, notices delivered solely to the Person designated by a Lender on its Administrative Questionnaire then in effect for the delivery of notices that may contain material non-public information relating to the Borrower).

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient). Notices delivered through electronic communications to the extent provided in subsection (b) below, shall be effective as provided in such subsection (b).

(b) Electronic Communications. Notices and other communications to the Lenders and the L/C Issuers hereunder may be delivered or furnished by electronic communication (including e-mail, FpML messaging, and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent, provided that the foregoing shall not apply to notices to any Lender or any L/C Issuer pursuant to Article II if such Lender or such L/C Issuer, as applicable, has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it, provided that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) The Platform. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING 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 ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall the Administrative Agent or any of its Related Parties (collectively, the "Agent Parties") have any liability to the Borrower, any Lender, any L/C Issuer or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrower's or the Administrative Agent's transmission of the Borrower Materials or notices through the Platform, any other electronic platform or electronic messaging service, or through the Internet, except to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent jurisdiction by a final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Agent Party; provided, however, that in no event shall any Agent Party have any liability to the Borrower, any Lender, any L/C Issuer or any other Person for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages).

(d) Change of Address, Etc. Each of the Borrower, the Administrative Agent, any L/C Issuer and the Swing Line Lender may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the other parties hereto. Each other Lender may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the Borrower, the Administrative Agent, each L/C Issuer and the Swing Line Lender. In addition, each Lender agrees to notify the Administrative Agent from time to time to ensure that the Administrative Agent has on record (i) an effective address, contact name, telephone number, telecopier number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender. Furthermore, each Public Lender agrees to cause at least one individual at or on

behalf of such Public Lender to at all times have selected the “Private Side Information” or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender’s compliance procedures and applicable Law, including United States Federal and state securities Laws, to make reference to Borrower Materials that are not made available through the “Public Side Information” portion of the Platform and that may contain material non-public information with respect to the Borrower or its securities for purposes of United States Federal or state securities laws.

(e) Reliance by Administrative Agent, L/C Issuers and Lenders. The Administrative Agent, the L/C Issuers and the Lenders shall be entitled to rely and act upon any notices (including telephonic notices, Committed Loan Notices and Swing Line Loan Notices) purportedly given by or on behalf of the Borrower even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Borrower shall indemnify the Administrative Agent, each L/C Issuer, each Lender and the Related Parties of each of them from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of the Borrower except to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent jurisdiction by a final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Person. All telephonic notices to and other telephonic communications with the Administrative Agent may be recorded by the Administrative Agent, and each of the parties hereto hereby consents to such recording.

10.03 **No Waiver; Cumulative Remedies.** No failure by any Lender, any L/C Issuer or the Administrative Agent to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

Notwithstanding anything to the contrary contained herein or in any other Loan Document, the authority to enforce rights and remedies hereunder and under the other Loan Documents against the Loan Parties or any of them shall be vested exclusively in, and all actions and proceedings at law in connection with such enforcement shall be instituted and maintained exclusively by, the Administrative Agent in accordance with Section 8.02 for the benefit of all the Lenders and the L/C Issuers; provided, however, that the foregoing shall not prohibit (a) the Administrative Agent from exercising on its own behalf the rights and remedies that inure to its benefit (solely in its capacity as Administrative Agent) hereunder and under the other Loan Documents, (b) any L/C Issuer or the Swing Line Lender from exercising the rights and remedies that inure to its benefit (solely in its capacity as an L/C Issuer or Swing Line Lender, as the case may be) hereunder and under the other Loan Documents, (c) any Lender from exercising setoff rights in accordance with Section 10.08 (subject to the terms of Section 2.13), or (d) any Lender from filing proofs of claim or appearing and filing pleadings on its own behalf during the pendency of a proceeding relative to any Loan Party under any Debtor Relief Law; and provided, further, that if at any time there is no Person acting as Administrative Agent hereunder and under the other Loan Documents, then (i) the Required Lenders shall have the rights otherwise ascribed to the Administrative Agent pursuant to Section 8.02 and (ii) in addition to the matters set forth in clauses (b), (c) and (d) of the preceding proviso and subject to Section 2.13, any Lender may, with the consent of the Required Lenders, enforce any rights and remedies available to it and as authorized by the Required Lenders.

10.04 **Expenses; Indemnity; Damage Waiver**.

(a) Costs and Expenses. The Borrower shall pay (i) all reasonable out-of-pocket expenses incurred by the Administrative Agent and its Affiliates (including the reasonable fees, charges and disbursements of external counsel for the Administrative Agent, which shall be limited to one firm of counsel to the Administrative Agent and its Affiliates, as a whole, and, if necessary, to one firm of local or regulatory counsel in any applicable jurisdiction retained by the Administrative Agent and its Affiliates, as a whole), in connection with the syndication of the credit facilities provided for herein, the preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable out-of-pocket expenses incurred by any L/C Issuer in connection with the issuance, amendment, renewal or extension

of any Letter of Credit or any demand for payment thereunder and (iii) all reasonable out-of-pocket expenses incurred by the Administrative Agent, any Lender or any L/C Issuer (including the fees, charges and disbursements of any external counsel for the Administrative Agent, any Lender or any L/C Issuer, which shall be limited to one firm of counsel to the Administrative Agent, the Lenders and the L/C Issuers, as a whole, and, if necessary, to one firm of local or regulatory counsel in any applicable jurisdiction retained by the Administrative Agent, the Lenders and the L/C Issuers, as a whole), in connection with the enforcement or protection of its rights (A) in connection with this Agreement and the other Loan Documents, including its rights under this Section, or (B) in connection with the Loans made or Letters of Credit issued hereunder, including all such reasonably out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit.

(b) Indemnification by the Borrower. The Borrower shall indemnify the Administrative Agent (and any sub-agent thereof), each other Agent, each Lender and each L/C Issuer, and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (including the fees, charges and disbursements of any external counsel for the Indemnitees, which shall be limited to the reasonable fees, disbursements and other charges of counsel one firm of counsel to the Indemnitees as a whole, and if necessary, to one firm of local or regulatory counsel in any applicable jurisdiction retained by the applicable Indemnitee and, in the case of an actual or potential conflict of interest as determined by the affected Indemnitee, one additional counsel to such affected Indemnitee), incurred by any Indemnitee or asserted against any Indemnitee by any third party or by any Loan Party or any Subsidiary thereof arising out of, in connection with, as a result of or in any other way associated with (i) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, and the performance by the parties hereto of their respective obligations hereunder or thereunder, (ii) the Loan Documents and consummation of the transactions or events (including the enforcement or defense thereof) at any time associated therewith or contemplated therein, (iii) any Loan or Letter of Credit or the use or proposed use of the proceeds therefrom (including any refusal by any L/C Issuer to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iv) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by any Loan Party or any Subsidiary thereof, or any Environmental Liability related in any way to any Loan Party or any Subsidiary thereof, or (v) 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, by the Borrower or any Subsidiary thereof or by any other Loan Party or any Subsidiary thereof, and regardless of whether any Indemnitee is a party thereto, in all cases, whether or not caused by or arising, in whole or in part, out of the comparative, contributory or sole negligence of the Indemnitee; provided that such indemnity shall not, as to any 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 and nonappealable judgment to have resulted from the gross negligence, willful misconduct, bad faith or material breach of its obligations hereunder of such Indemnitee or (y) result from any disputes solely among Indemnitees not involving an act or omission of any Loan Party, other than any claims against an Indemnitee in its capacity or fulfilling its role as an Agent, bookrunner, Arranger or any similar role with respect to this Facility. Notwithstanding anything to the contrary herein, this Section 10.04(b) shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

(c) Reimbursement by Lenders. To the extent that the Borrower for any reason fails to indefeasibly pay any amount required under subsection (a) or (b) of this Section to be paid by it to the Administrative Agent (or any sub-agent thereof), each other Agent, each L/C Issuer or any Related Party of any of the foregoing, each Lender severally agrees to pay to the Administrative Agent (or any such sub-agent), such L/C Issuer or such Related Party, as the case may be, an amount equal to (A) the percentage (carried out to the ninth decimal place) of the Aggregate Credit Facility Amount represented by (i) in the case of a Revolving Credit Lender, an amount equal to such Lender's Applicable Revolving Credit Percentage of the Revolving Credit Commitment or (ii) in the case of a Term Lender, the amount of such Term Lender's Term Loan (in each case as determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) multiplied by (B) such unpaid amount; provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent) or any L/C Issuer in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent) or any L/C Issuer in connection with such capacity. The obligations of the Lenders under this subsection (c) are subject to the provisions of Section 2.12(d).

(d) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable law, the Borrower shall not assert, and hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or Letter of Credit or the use of the proceeds thereof. No Indemnitee referred to in subsection (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the gross negligence or willful misconduct of such Indemnitee as determined by a final and nonappealable judgment of a court of competent jurisdiction.

(e) Payments. All amounts due under this Section shall be payable not later than ten Business Days after demand therefor.

(f) Survival. The agreements in this Section shall survive the resignation of the Administrative Agent, any L/C Issuer and the Swing Line Lender, the replacement of any Lender, the termination of the Revolving Credit Facility and the repayment, satisfaction or discharge of all the other Obligations.

10.05 **Payments Set Aside.** To the extent that any payment by or on behalf of the Borrower is made to the Administrative Agent, any L/C Issuer or any Lender, or the Administrative Agent, any L/C Issuer or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Administrative Agent, such L/C Issuer or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender and each L/C Issuer severally agrees to pay to the Administrative Agent upon demand its applicable share (without duplication) of any amount so recovered from or repaid by the Administrative Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the Federal Funds Rate from time to time in effect. The obligations of the Lenders and the L/C Issuers under clause (b) of the preceding sentence shall survive the payment in full of the Obligations and the termination of this Agreement.

10.06 **Successors and Assigns**.

(a) Successors and Assigns Generally. 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 without the prior written consent of the Administrative Agent and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of subsection (b) of this Section, (ii) by way of participation in accordance with the provisions of subsection (d) of this Section, or (iii) by way of pledge or assignment of a security interest subject to the restrictions of subsection (f) of this Section (and 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, Participants to the extent provided in subsection (d) of this Section and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, the L/C Issuers and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders. Any Lender may at any time assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Revolving Credit Commitment and the Loans (including for purposes of this subsection (b), participations in L/C Obligations and in Swing Line Loans) at the time owing to it); provided that any such assignment shall be subject to the following conditions:

(i) Minimum Amounts.

(A) in the case of an assignment of the entire remaining amount of the assigning Lender's Revolving Credit Commitment under the Revolving Credit Facility and the Loans at the time owing to it under such Facility or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and

(B) in any case not described in subsection (b)(i)(A) of this Section, the aggregate amount of the Revolving Credit Commitment (which for this purpose includes Loans outstanding thereunder) or, if the Revolving Credit Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment, determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date, shall not be less than $5,000,000 in the case of any assignment in respect of the Revolving Credit Facility or, $1,000,000 in the case of any assignment in respect of the Term Facility, unless each of the Administrative Agent and, so long as no Event of Default has occurred and is continuing, the Borrower otherwise consents (each such consent not to be unreasonably withheld or delayed); provided, however, that concurrent assignments to members of an Assignee Group and concurrent assignments from members of an Assignee Group to a single assignee (or to an assignee and members of its Assignee Group) will be treated as a single assignment for purposes of determining whether such minimum amount has been met.

(ii) Proportionate Amounts. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loans or the Revolving Credit Commitment assigned, except that this clause (ii) shall not apply to the Swing Line Lender's rights and obligations in respect of Swing Line Loans;

(iii) Required Consents. No consent shall be required for any assignment except to the extent required by subsection (b)(i)(B) of this Section and, in addition:

(A) the consent of the Borrower (such consent not to be unreasonably withheld or delayed) shall be required unless (1) an Event of Default has occurred and is continuing at the time of such assignment or (2) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund;

(B) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required for assignments in respect of (1) any Revolving Credit Commitment if such assignment is to a Person that is not a Lender with a Revolving Credit Commitment in respect of the applicable Facility, an Affiliate of such Lender or an Approved Fund with respect to such Lender or (2) any Term Loan to a Person that is not a Lender, an Affiliate of a Lender or an Approved Fund;

(C) the consent of each L/C Issuer (such consent not to be unreasonably withheld or delayed) shall be required for any assignment that increases the obligation of the assignee to participate in exposure under one or more Letters of Credit (whether or not then outstanding); and

(D) the consent of the Swing Line Lender (such consent not to be unreasonably withheld or delayed) shall be required for any assignment in respect of the Revolving Credit Facility unless such assignment is to a Revolving Credit Lender, an Affiliate of a Revolving Credit Lender or an Approved Fund.

(iv) Assignment and Assumption. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee in

the amount of $3,500 for each assignment; provided, however, that the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment. The assignee, if it is not a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire.

(v) No Assignment to the Borrower. No such assignment shall be made (A) to the Borrower or any of the Borrower's Affiliates or Subsidiaries or (B) to any Defaulting Lender or any of its Subsidiaries, or any Person who, upon becoming a Lender hereunder, would constitute any of the foregoing Persons described in this clause (B), or (C) to a natural person (or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural person).

(vi) Certain Additional Payments. In connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment shall be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to the assignment shall make such additional payments to the Administrative Agent in an aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or subparticipations, or other compensating actions, including funding, with the consent of the Borrower and the Administrative Agent, the applicable pro rata share of Loans previously requested but not funded by the Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (x) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Administrative Agent or any Lender hereunder (and interest accrued thereon) and (y) acquire (and fund as appropriate) its full pro rata share of all Loans and participations in Letters of Credit and Swing Line Loans in accordance with its Applicable Revolving Credit Percentage. Notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder shall become effective under applicable Law without compliance with the provisions of this paragraph, then the assignee of such interest shall be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to subsection (c) of this Section, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of Sections 3.01, 3.04, 3.05, and 10.04 with respect to facts and circumstances occurring prior to the effective date of such assignment. Upon request, the Borrower (at its expense) shall execute and deliver a Note to the assignee Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this subsection shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with subsection (d) of this Section.

(c) Register. The Administrative Agent, acting solely for this purpose as a non-fiduciary agent of the Borrower (and such agency being solely for tax purposes), shall maintain at the Administrative Agent's Office a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Revolving Credit Commitments of, and principal amounts (and stated interest) of the Loans and L/C Obligations owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrower, the Administrative Agent and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. In addition, the Administrative Agent shall maintain on the Register information regarding the designation, and revocation of designation, of any Lender as a Defaulting Lender. The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(d) Participations. Any Lender may at any time, without the consent of, or notice to, the Borrower, the Administrative Agent, the L/C Issuer or the Swing Line Lender, sell participations to any Person (other than a natural person (or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural person), a Defaulting Lender or the Borrower or any of the Borrower's Affiliates or Subsidiaries) (each, a

"Participant") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Revolving Credit Commitment and/or the Loans (including such Lender's participations in L/C Obligations and/or Swing Line Loans) owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the Administrative Agent, the Lenders and the L/C Issuers shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement.

Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, waiver or other modification described in the first proviso to Section 10.01 that affects such Participant. Subject to subsection (e) of this Section, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 3.01, 3.04 and 3.05 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to subsection (b) of this Section. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 10.08 as though it were a Lender, provided such Participant agrees to be subject to Section 2.13 as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it records the name and address of each Participant and the principal amounts (and stated interest) of each Participant's participating interest in the Loans or other obligations under the Loan Documents (the "Participant Register"), which entries shall be conclusive absent manifest error; provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person except to the extent that such disclosure is necessary to establish that such Loan or other obligation is in registered form under Section 5f.103-1(c) (or any other applicable section) of the regulations of the United States Treasury Department.

(e) Limitations upon Participant Rights. A Participant shall not be entitled to receive any greater payment under Section 3.01 or 3.04 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent. A Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of Section 3.01 unless the Borrower is notified of the participation sold to such Participant and such Participant agrees, for the benefit of the Borrower, to comply with Section 3.01(e) as though it were a Lender (it being understood that the documentation required under Section 3.01(e) shall be delivered to the participatory Lender).

(f) Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Note, if any) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or any central bank having jurisdiction over such Lender; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(g) Resignation as an L/C Issuer or Swing Line Lender after Assignment. Notwithstanding anything to the contrary contained herein, if at any time an applicable Lender assigns all of its Revolving Credit Commitment and Loans pursuant to subsection (b) above, such Lender may, (i) upon 30 days' notice to the Borrower and the Lenders, resign as an L/C Issuer subject to the remainder of this Section and/or (ii) upon 30 days' notice to the Borrower, resign as Swing Line Lender. In the event of any such resignation as an L/C Issuer or Swing Line Lender, the Borrower shall be entitled to appoint from among the Lenders (subject to acceptance of such appointment by such Lender in its sole discretion) a successor L/C Issuer or Swing Line Lender hereunder; provided, however, (x) that no failure by the Borrower to appoint any such successor shall affect the resignation of such Lender as Swing Line Lender and (y) any such resignation by an L/C Issuer shall be subject to the Borrower's prior written consent, which may be withheld in its sole and absolute discretion unless and until one or more L/C Issuers or additional L/C Issuers which are eligible and able to issue Letters of Credit hereunder assume and become obligated for the Letter of Credit Commitment of the resigning L/C Issuer, and in such event, the Borrower shall not unreasonably withhold its prior written consent (it being understood that it is reasonable to withhold consent due to the credit rating of the L/C Issuer unless the successor L/C Issuer has the same or a higher credit rating than the resigning L/C Issuer); provided, further, that if there is a Change in Law that prohibits an L/C Issuer from acting as an L/C Issuer under this Agreement, then such L/C Issuer shall be permitted to resign as an L/C Issuer at any time thereafter that such L/C Issuer has no Letters of Credit issued

and outstanding under this Agreement. If such Lender resigns as an L/C Issuer and is succeeded by, or is replaced by the Borrower with, a successor L/C Issuer, it shall retain all the rights, powers, privileges and duties of an L/C Issuer hereunder with respect to all Letters of Credit outstanding as of the effective date of its resignation as an L/C Issuer and all L/C Obligations with respect thereto (including the right to require the Lenders to make Base Rate Loans or fund risk participations in Unreimbursed Amounts pursuant to Section 2.03(c)). If such Lender resigns as Swing Line Lender, it shall retain all the rights of the Swing Line Lender provided for hereunder with respect to Swing Line Loans made by it and outstanding as of the effective date of such resignation, including the right to require the Lenders to make Base Rate Loans or fund risk participations in outstanding Swing Line Loans pursuant to Section 2.04(c). Upon the appointment of a successor L/C Issuer and/or Swing Line Lender, (a) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring L/C Issuer or Swing Line Lender, as the case may be, and (b) the successor L/C Issuer shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to the retiring L/C Issuer to effectively assume the obligations of the retiring L/C Issuer with respect to such Letters of Credit.

10.07 **Treatment of Certain Information; Confidentiality.** Each of the Administrative Agent, the Lenders and the L/C Issuers agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its and its Affiliates' respective partners, directors, officers, employees, agents, advisors and representatives (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority, such as the National Association of Insurance Commissioners) or in connection with any pledges or assignments permitted under Section 10.06(f), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or any Eligible Assignee invited to be a Lender pursuant to Section 2.14(c) or (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Borrower and its obligations, (g) to any rating agency or CUSIP bureau, (h) to any credit insurance provider relating to the Borrower and its obligations, (i) with the consent of the Borrower or (j) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to the Administrative Agent, any Lender, any L/C Issuer or any of their respective Affiliates on a nonconfidential basis from a source other than the Borrower. In addition, the Administrative Agent and the Lenders may disclose the existence of this Agreement and information about this Agreement to market data collectors, similar service providers to the lending industry and service providers to the Agents and the Lenders in connection with the administration of this Agreement, the other Loan Documents, and the Revolving Credit Commitments.

For purposes of this Section, "Information" means all information received from the Borrower or any Subsidiary relating to the Borrower or any Subsidiary or any of their respective businesses, other than any such information that is available to the Administrative Agent, any Lender or any L/C Issuer on a nonconfidential basis prior to disclosure by the Borrower or any Subsidiary, provided that, in the case of information received from the Borrower or any Subsidiary after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Each of the Administrative Agent, the Lenders and the L/C Issuers acknowledges that (a) the Information may include material non-public information concerning the Borrower or a Subsidiary, as the case may be, (b) it has developed compliance procedures regarding the use of material non-public information and (c) it will handle such material non-public information in accordance with applicable Law, including Federal and state securities Laws.

10.08 **Deposit Accounts; Right of Setoff.** If an Event of Default shall have occurred and be continuing, each Lender, each L/C Issuer and each of their respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever

currency) at any time owing by such Lender, such L/C Issuer or any such Affiliate to or for the credit or the account of the Borrower or any other Loan Party against any and all of the Obligations, the Cash Management Obligations and the Secured Swap Obligations to such Lender or such L/C Issuer, irrespective of whether or not such Lender or such L/C Issuer shall have made any demand under this Agreement or any other Loan Document and although such obligations of the Borrower or such Loan Party may be contingent or unmatured or are owed to a branch or office of such Lender or such L/C Issuer different from the branch or office holding such deposit or obligated on such indebtedness; provided, that in the event that any Defaulting Lender shall exercise any such right of setoff, (x) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.16 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent and the Lenders, and (y) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The rights of each Lender, each L/C Issuer and their respective Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender, such L/C Issuer or their respective Affiliates may have. Each Lender and each L/C Issuer agrees to notify the Borrower and the Administrative Agent promptly after any such setoff and application, provided that the failure to give such notice shall not affect the validity of such setoff and application.

10.09 **Interest Rate Limitation.** Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable Law (the "Maximum Rate"). If the Administrative Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the Borrower. In determining whether the interest contracted for, charged, or received by the Administrative Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable Law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

10.10 **Electronic Execution; Electronic Records**. This Agreement, any Loan Document and any other Communication, including Communications required to be in writing, may be in the form of an Electronic Record and may be executed using Electronic Signatures. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement, any other Loan Document or any other Communication shall be deemed (a) to include Electronic Signatures and (b) deliveries or the keeping of records in any electronic form (including deliveries by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be; provided that, except as set forth in this Agreement or any other Loan Document, nothing herein shall require the Administrative Agent, any L/C Issuer or the Swing Line Lender to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it; provided, further, without limiting the foregoing, (i) to the extent the Administrative Agent, any L/C Issuer or the Swing Line Lender has agreed to accept any Electronic Signature, each party to this Agreement shall be entitled to rely on such Electronic Signature given by or on behalf of another party to this Agreement, other Loan Document or any other Communication without further verification thereof and without any obligation to review the appearance or form of any such Electronic Signature and (ii) upon the request of the Administrative Agent, any L/C Issuer or the Swing Line Lender, any Electronic Signatures shall be promptly followed by an original manually executed counterpart thereof. Without limiting the generality of the foregoing, each party to this Agreement hereby (A) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Administrative Agent, the L/C Issuers, the Swing Line Lender, the Lenders, the Borrower and the other Loan Parties, Electronic Signatures transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page and/or any electronic images of this Agreement, any other Loan Document or any Communications shall have the same legal effect, validity and enforceability as any paper original, and (B) waives any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement, any other Loan Document or any other Communications based solely on the lack of paper original copies of this Agreement, such other Loan Document or such other Communication, respectively, including with respect to any signature pages

thereto. For purposes hereof, “Electronic Record” and “Electronic Signature” shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

10.11 **Counterparts; Integration; Effectiveness.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, the other Loan Documents and any separate letter agreements with respect to fees payable to the Administrative Agent or any L/C Issuer constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission (including .pdf format) shall be effective as delivery of a manually executed counterpart of this Agreement.

10.12 **Survival of Representations and Warranties.** All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Administrative Agent and each Lender, regardless of any investigation made by the Administrative Agent or any Lender or on their behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default at the time of any Credit Extension, and shall continue in full force and effect as long as any Loan or any other Obligation hereunder shall remain unpaid or unsatisfied or any Letter of Credit shall remain outstanding.

10.13 **Severability.** If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Without limiting the foregoing provisions of this Section 10.12, if and to the extent that the enforceability of any provisions in this Agreement relating to Defaulting Lenders shall be limited by Debtor Relief Laws, as determined in good faith by the Administrative Agent, the L/C Issuers or the Swing Line Lender, as applicable, then such provisions shall be deemed to be in effect only to the extent not so limited.

10.14 **Replacement of Lenders.** If any Lender requests compensation under Section 3.04, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or if any Lender is a Defaulting Lender or a Non-Consenting Lender under Section 2.17 or in connection with any proposed amendment, modification, termination, waiver or consent with respect to any of the provisions hereof as contemplated by Section 10.01, the consent of Required Lenders, Required Revolving Lenders or Required Term Lenders (of a specified tranche, if applicable), as applicable, shall have been obtained but the consent of one or more of such other Lenders whose consent is required shall not have been obtained, if any other circumstance exists hereunder that gives the Borrower the right to replace a Lender as a party hereto, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 10.06), all of its interests, rights and obligations under this Agreement and the related Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), provided that:

(a) the Borrower shall have paid to the Administrative Agent the assignment fee specified in Section 10.06(b);

(b) such Lender shall have received payment of an amount equal to 100% of the outstanding principal of its Loans and L/C Advances, accrued interest thereon, accrued fees and all other amounts payable to it hereunder

and under the other Loan Documents (including any amounts under Section 3.05) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts);

(c) in the case of any such assignment resulting from a claim for compensation under Section 3.04 or payments required to be made pursuant to Section 3.01, such assignment will result in a reduction in such compensation or payments thereafter;

(d) in the case of any such assignment in connection with any proposed amendment, modification, termination, waiver or consent with respect to any of the provisions hereof as contemplated by Section 10.01, the assignee under such assignment shall consent to the applicable amendment, modification, termination, waiver or consent; and

(e) such assignment does not conflict with applicable Laws.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

10.15 **Governing Law; Jurisdiction; Etc**.

(a) GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) SUBMISSION TO JURISDICTION. THE BORROWER AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK SITTING IN NEW YORK COUNTY, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING (WHETHER IN CONTRACT OR TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES 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. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE BORROWER OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) WAIVER OF VENUE. THE BORROWER AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (B) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY AGREES THAT SECTIONS 5-1401 AND 4-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK SHALL APPLY TO THE LOAN DOCUMENTS AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. IN FURTHERANCE OF THE FOREGOING, BORROWER AND EACH GUARANTOR HEREBY IRREVOCABLY DESIGNATES AND APPOINTS CAPITOL SERVICES, INC., 1218 CENTRAL AVENUE, SUITE 100, ALBANY NY 12205, AS AGENT OF BORROWER AND EACH GUARANTOR TO RECEIVE SERVICE OF ALL PROCESS BROUGHT AGAINST BORROWER OR SUCH GUARANTOR WITH RESPECT TO ANY SUCH PROCEEDING IN ANY SUCH COURT IN NEW YORK, SUCH SERVICE BEING HEREBY ACKNOWLEDGED BY BORROWER AND EACH GUARANTOR TO BE EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT. COPIES OF ANY SUCH PROCESS SO SERVED SHALL ALSO BE SENT BY REGISTERED MAIL TO BORROWER OR SUCH GUARANTOR AT ITS ADDRESS SET FORTH BELOW, BUT THE FAILURE OF BORROWER OR SUCH GUARANTOR TO RECEIVE SUCH COPIES SHALL NOT AFFECT IN ANY WAY THE SERVICE OF SUCH PROCESS AS AFORESAID. BORROWER AND EACH GUARANTOR SHALL FURNISH TO ADMINISTRATIVE AGENT, L/C ISSUERS AND LENDERS A CONSENT OF CAPITOL SERVICES, INC. SYSTEM AGREEING TO ACT HEREUNDER PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. NOTHING HEREIN SHALL AFFECT THE RIGHT OF ADMINISTRATIVE AGENT, L/C ISSUERS AND LENDERS TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT OF ADMINISTRATIVE AGENT, L/C ISSUERS AND LENDERS TO BRING PROCEEDINGS AGAINST BORROWER OR EACH GUARANTOR IN THE COURTS OF ANY OTHER JURISDICTION. IF FOR ANY REASON CAPITOL SERVICES, INC. SYSTEM SHALL RESIGN OR OTHERWISE CEASE TO ACT AS BORROWER'S OR EACH GUARANTOR'S AGENT, BORROWER AND SUCH GUARANTOR HEREBY IRREVOCABLY AGREES TO (A) IMMEDIATELY DESIGNATE AND APPOINT A NEW AGENT REASONABLY ACCEPTABLE TO ADMINISTRATIVE AGENT TO SERVE IN SUCH CAPACITY AND, IN SUCH EVENT, SUCH NEW AGENT SHALL BE DEEMED TO BE SUBSTITUTED FOR CAPITOL SERVICES, INC. SYSTEM FOR ALL PURPOSES HEREOF AND (B) PROMPTLY DELIVER TO ADMINISTRATIVE AGENT THE WRITTEN CONSENT (IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO ADMINISTRATIVE AGENT) OF SUCH NEW AGENT AGREEING TO SERVE IN SUCH CAPACITY.

10.16 **Waiver of Jury Trial and Special Damages.** EACH PARTY HERETO AND EACH OTHER LOAN PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO AND EACH OTHER LOAN PARTY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION. EACH LOAN PARTY AND EACH LENDER HEREBY FURTHER (A) IRREVOCABLY WAIVE, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY SUCH LITIGATION ANY "SPECIAL DAMAGES," AS DEFINED BELOW, (B) CERTIFY THAT NO PARTY HERETO NOR ANY REPRESENTATIVE OR AGENT OR COUNSEL FOR ANY PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, OR IMPLIED THAT SUCH PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS, AND (C) ACKNOWLEDGE THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS CONTAINED IN THIS SECTION. AS USED IN THIS SECTION, "SPECIAL DAMAGES" INCLUDES ALL SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (REGARDLESS OF HOW NAMED), BUT DOES NOT INCLUDE ANY PAYMENTS OR FUNDS WHICH ANY PARTY HERETO HAS EXPRESSLY PROMISED TO PAY OR DELIVER TO ANY OTHER PARTY HERETO.

10.17 **No Advisory or Fiduciary Responsibility.** In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), the Borrower and each other Loan Party acknowledges and agrees, and acknowledges its Affiliates' understanding, that: (i) (A) the arranging and other services regarding this Agreement provided by the

Agents, the Arrangers and the Lenders are arm's-length commercial transactions between the Borrower, each other Loan Party and their respective Affiliates, on the one hand, and the Agents, the Arrangers and the Lenders, on the other hand, (B) each of the Borrower and the other Loan Parties has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (C) the Borrower and each other Loan Party is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (ii) (A) each Agent, each Arranger and each Lender is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrower, any other Loan Party or any of their respective Affiliates, or any other Person and (B) neither the Agents nor any Arranger or Lender has any obligation to the Borrower, any other Loan Party or any of their respective Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (iii) the Agents, the Arrangers and the Lenders and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower, the other Loan Parties and their respective Affiliates, and neither the Agents nor any Arranger or Lender has any obligation to disclose any of such interests to the Borrower, any other Loan Party or any of their respective Affiliates. To the fullest extent permitted by law, each of the Borrower and the other Loan Parties hereby waives and releases any claims that it may have against the Agents, the Arrangers and the Lenders with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

10.18 **Electronic Execution of Assignments.** The words "execution," "signed," "signature," and words of like import in or related to any Assignment and Assumption shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

10.19 **USA PATRIOT Act Notice**. Each Lender that is subject to the PATRIOT Act (as hereinafter defined) and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "PATRIOT Act"), it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Lender or the Administrative Agent, as applicable, to identify the Borrower in accordance with the PATRIOT Act.

10.20 **Time of the Essence**. Time is of the essence of the Loan Documents.

10.21 **Entire Agreement.** THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

10.22 **Special Provisions**.

(a) From and after the Closing Date, (i) each Exiting Lender shall cease to be a party to this Agreement, (ii) no Exiting Lender shall have any obligations or liabilities under this Agreement with respect to the period from and after the Closing Date and, without limiting the foregoing, no Exiting Lender shall have any Revolving Credit Commitment under this Agreement or any L/C Obligations outstanding hereunder, (iii) all Existing Letters of Credit will be deemed issued and outstanding under this Agreement and will be governed as if issued under this Agreement and (iv) no Exiting Lender shall have any rights under the Existing TRC Credit Agreement, this Agreement or any other Loan Document (other than rights under the Existing TRC Credit Agreement expressly stated to survive the termination of the Existing TRC Credit Agreement and the repayment of amounts outstanding thereunder).

(b) The Lenders that are lenders under the Existing TRC Credit Agreement hereby waive any requirements for notice of prepayment, minimum amounts of prepayments of Loans (as defined in the Existing TRC

Credit Agreement), ratable reductions of the commitments of the Lenders under the Existing TRC Credit Agreement and ratable payments on account of the principal or interest of any Loan (as defined in the Existing TRC Credit Agreement) under the Existing TRC Credit Agreement to the extent such prepayment, reductions or payments are required under the Existing TRC Credit Agreement.

(c) To the extent that any Revolving Credit Loans are outstanding under the Existing TRC Credit Agreement on the Closing Date, subject to the satisfaction of the conditions precedent set forth in Article IV, to the extent necessary to allocate the Revolving Credit Loans ratably in accordance with the allocation of Revolving Credit Commitments after giving effect to this Agreement, (a) each of the Lenders with a Revolving Credit Commitment shall be deemed to have assigned to each other Lender with Revolving Credit Commitment, and each of such Lenders shall be deemed to have purchased from each of such other Lenders, at the principal amount thereof (together with accrued interest, if any), such interests in the Revolving Credit Loans outstanding on the Closing Date as shall be necessary in order that, after giving effect to all such assignments and purchases, such Revolving Credit Loans will be held by Lenders with Revolving Credit Commitments ratably in accordance with their Revolving Credit Commitments set forth on Schedule 2.01. The Lenders hereby confirm that, from and after the Closing Date, all participations of the Lenders in respect of Letters of Credit outstanding hereunder pursuant to Section 2.03(c) shall be based upon the Applicable Revolving Credit Percentages of the Lenders (after giving effect to this Agreement).

(d) The parties hereto have agreed that this Agreement is an amendment and restatement of the Existing TRC Credit Agreement in its entirety and the terms and provisions hereof supersede the terms and provisions thereof, and this Agreement is not a new or substitute credit agreement or novation of the Existing TRC Credit Agreement.

(e) Effective as of the Closing Date, Bank of America in its capacity as administrative agent and collateral agent under the Existing TRC Credit Agreement and the Lenders that are lenders under the Existing TRC Credit Agreement do hereby release and discharge each Released Guarantor in its capacity as Guarantor and Loan Party under (and as defined in) the Existing TRC Credit Agreement and the other Loan Documents (as defined in the Existing TRC Credit Agreement) and from any and all obligations of the Released Guarantors in their capacities as Guarantors and Loan Parties under (and as defined in) the Existing TRC Credit Agreement and the other Loan Documents (as defined in the Existing TRC Credit Agreement).

(f) Effective as of the Closing Date, the Lenders hereby consent to the amendment and restatement of the Existing Guaranty in its entirety in the form of the Guaranty and hereby acknowledge Section 26 of the Guaranty.

10.23 **Acknowledgement and Consent to Bail-In of Affected Financial Institutions**. Solely to the extent any Lender or any L/C Issuer that is an Affected Financial Institution is a party to this Agreement and notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Lender or any L/C Issuer that is an Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of an the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by an the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any Lender or any L/C Issuer that is an Affected Financial Institution; and

(b) the effects of any Bail-in Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of the applicable Resolution Authority.

10.24 **Acknowledgment Regarding Any Supported QFCs**. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Swap Contracts or any other agreement or instrument that is a QFC (such support, "QFC Credit Support" and each such QFC a "Supported QFC"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "U.S. Special Resolution Regimes") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

(a) In the event a Covered Entity that is party to a Supported QFC (each, a "Covered Party") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

(b) As used in this Section 10.24, the following terms have the following meanings:

"BHC Act Affiliate" of a party means an "affiliate" (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

"Covered Entity" means any of the following:

(i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"QFC" has the meaning assigned to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

[*Signature pages follow*]

TARGA RESOURCES CORP.

By: /s/ Joel Thomas
Name: Joel Thomas
Title: Senior Vice President – Finance and Treasurer

BANK OF AMERICA, N.A.,
as Administrative Agent

By: /s/ Ajay Prakash
Name: Ajay Prakash
Title: Director

BANK OF AMERICA, N.A.,
as Swing Line Lender, L/C Issuer and a Lender

By: /s/ Ajay Prakash
Name: Ajay Prakash
Title: Director

[*Signature Page to Credit Agreement*]

BARCLAYS BANK PLC,
as Lender and L/C Issuer

By: /s/ Sydney G. Dennis
Name: Sydney G. Dennis
Title: Director

[*Signature Page to Credit Agreement*]

CAPITAL ONE, NATIONAL ASSOCIATION,
as Lender, Hedging Party and L/C Issuer

By: /s/ Monica Shilling
Name: Monica Shilling
Title: Director

[*Signature Page to Credit Agreement*]

Citibank, N.A.,
as Lender, Hedging Party and L/C Issuer

By: /s/ Maureen Maroney
Name: Maureen Maroney
Title: Vice President

[*Signature Page to Credit Agreement*]

JPMORGAN CHASE BANK, N.A.,
as Lender, Hedging Party and L/C Issuer

By: /s/ Cameron Strock
Name: Cameron Strock
Title: Authorized Officer

[*Signature Page to Credit Agreement*]

Mizuho Bank, Ltd.,
as Lender and L/C Issuer

By: /s/ Edward Sacks
Name: Edward Sacks
Title: Managing Director

[*Signature Page to Credit Agreement*]

MUFG Bank, Ltd.,
as Lender and L/C Issuer

By: /s/ Vidhya Rajasekar
Name: Vidhya Rajasekar
Title: Authorized Signatory

[*Signature Page to Credit Agreement*]

PNC BANK, NATIONAL ASSOCIATION,
as Lender, Hedging Party and L/C Issuer

By: /s/ Jessica Molinar
Name: Jessica Molinar
Title: Assistant Vice President

[*Signature Page to Credit Agreement*]

ROYAL BANK OF CANADA,
as Lender, Hedging Party and L/C Issuer

By: /s/ Kristan Spivey
Name: Kristan Spivey
Title: Authorized Signatory

[*Signature Page to Credit Agreement*]

THE TORONTO-DOMINION BANK, NEW YORK BRANCH,
as Lender, and L/C Issuer

By: /s/ Jonathan Schwartz
Name: Jonathan Schwartz
Title: Authorized Signatory

[*Signature Page to Credit Agreement*]

TRUIST BANK,
as Lender and L/C Issuer

By: /s/ Lincoln LaCour
Name: Lincoln LaCour
Title: Director

[*Signature Page to Credit Agreement*]

WELLS FARGO BANK, N.A.
as Lender, Hedging Party and L/C Issuer

By: /s/ Andrew Ostrov
Name: Andrew Ostrov
Title: Executive Director

[*Signature Page to Credit Agreement*]

CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK BRANCH,
as Lender and Hedging Party

By: /s/ Jacob W. Lewis
Name: Jacob W. Lewis
Title: Authorized Signatory

By: /s/ Donovan C. Broussard
Name: Donovan C. Broussard
Title: Authorized Signatory

[*Signature Page to Credit Agreement*]

GOLDMAN SACHS BANK USA,
as Lender

By: /s/ Andrew Vernon
Name: Andrew Vernon
Title: Authorized Signatory

[*Signature Page to Credit Agreement*]

MORGAN STANLEY BANK, N.A.,
as Lender

By: /s/ Michael King
Name: Michael King
Title: Authorized Signatory

[*Signature Page to Credit Agreement*]

REGIONS BANK,
as Lender

By: /s/ David Valentine
Name: David Valentine
Title: Managing Director

[*Signature Page to Credit Agreement*]

SUMITOMO MITSUI BANKING CORPORATION,
as Lender

By: /s/ Alkesh Nanavaty
Name: Alkesh Nanavaty
Title: Executive Director

[*Signature Page to Credit Agreement*]

COMERICA BANK,
as Lender

By: /s/ Robert Kret
Name: Robert Kret
Title: SVP

[*Signature Page to Credit Agreement*]

U.S. Bank National Association,
as Lender

By: /s/ Ryan Watson
Name: Ryan Watson
Title: Senior Vice President

[*Signature Page to Credit Agreement*]

ZIONS BANCORPORATION, N.A. DBA AMEGY BANK,
as Lender

By: /s/ John Moffitt
Name: John Moffitt
Title: Senior Vice President

[*Signature Page to Credit Agreement*]

Exhibit 10.6

Targa Resources Corp.
2010 Stock Incentive Plan

Performance Share Unit Grant Agreement

Grantee: _____
Date of Grant: _____
Target Number of Performance Share Units Granted: _____

1.Performance Share Unit Grant. I am pleased to inform you ("***you***" or the "***Employee***"), that you have been granted the above target number of Performance Share Units (the "***Target PSUs***") with respect to the common stock, par value $0.001 per share ("***Common Stock***"), of Targa Resources Corp., a Delaware corporation (the "***Company***"), under the Targa Resources Corp. 2010 Stock Incentive Plan (the "***Plan***"). Each Performance Share Unit awarded hereby (a "***PSU***") represents the right to receive one share of Common Stock subject to the terms and conditions of this Performance Share Unit Grant Agreement, including Attachment A hereto (this "***Agreement***"), and the number of PSUs that may become vested hereunder may range from 0% to 250% of the Target PSUs, subject to the Committee's discretion to increase the ultimate number of Vested PSUs (as defined on Attachment A) above the foregoing maximum level as described herein. Each PSU also includes a tandem dividend equivalent right ("***DER***"), which is a right to receive an amount equal to the cash dividends made with respect to a share of Common Stock during the Performance Period (as defined on Attachment A), as described in Section 5 (with the amount of DERs actually paid correlated to the ultimate number of Vested PSUs as described herein). The terms of the grant are subject to the terms of the Plan and this Agreement, and the PSUs are hereby designated by the Committee to be a Phantom Stock Award that is a Performance Award for purposes of the Plan.

2.Performance Goal and Payment.

a. Subject to the further provisions of this Agreement, (i) if you remain in the continuous employment of the Company Group (as defined in Section 3 below) from the Date of Grant until the last day of the Performance Period, and (ii) if, when and to the extent, the applicable Performance Goal (as defined on Attachment A) is determined by the Committee to be achieved (the "***Vesting Date***"), then as soon as reasonably practical following such Vesting Date, but in no event later than the 74th day following the end of the Performance Period (the "***Payment Date***"), you will receive payment in respect of the Vested PSUs in the form of a number of shares of Common Stock equal to the number of Vested PSUs. Any fractional Vested PSUs shall be rounded up to the nearest whole PSU. In addition, you will receive a cash payment on the Payment Date in an amount equal to the amount of the accumulated DERs that you are entitled to under Section 5.

b. If the Committee determines that the TSR Performance Factor (as defined on Attachment A) is zero such that the Performance Goal is not achieved, all of your Target PSUs subject to this Award (along with any accumulated DERs) will be cancelled automatically without payment at the end of the Performance Period and automatically forfeited.

3.Additional Vesting and Forfeiture Events.

a. For purposes of this Agreement, you shall be considered to be in the employment of the Company and its Affiliates (collectively, the "***Company Group***") as long as (i) you remain an employee of either the Company or an Affiliate, or (ii) (A) you remain a Consultant to either the Company or an Affiliate or (B) you are deemed to have satisfied the requirements of Retirement (defined below). Nothing in the adoption of the Plan, nor the award of the PSUs thereunder pursuant to this Agreement, shall confer upon you the right to continued employment by or service with the Company Group or affect in any way the right of the Company Group to terminate such employment or service at any time. Unless otherwise provided in a written employment or consulting agreement or by applicable law, your employment by or

service with the Company Group shall be on an at-will basis, and the employment or service relationship may be terminated at any time by either you or the Company Group for any reason whatsoever, with or without cause or notice. Any question as to whether and when there has been a termination of such employment or service, and the cause of such termination, or your eligibility for Retirement shall be determined by the Committee or its delegate (the delegate may include the Chief Executive Officer for participants who are not subject to section 16 of the Exchange Act, in which case references to the "Committee" shall mean the Chief Executive Officer), in its sole discretion, and its determination shall be final. You may be deemed eligible for "***Retirement***" if each of the following conditions are satisfied:

(1) your separation from service is due to a normal retirement from your career;

(2) you provide written notice to the Company of your intent to retire at least twelve (12) full calendar months prior to your separation from service pursuant to a normal retirement; provided, however, that such notice may be waived or shortened by the Committee;

(3) you have provided at least seven (7) years of continuous service to one or more members of the Company Group immediately prior to your separation from service pursuant to a normal retirement;

(4) you are in "good standing" as determined by the Committee at the time of your separation from service pursuant to a normal retirement; and

(5) you have not accepted other employment with, or will be providing services to, any competitor of the Company, or any other organization if the employment or services to be provided thereto are in a substantially similar capacity, role, or function as has been provided to the Company or its Affiliates; however, permitted exceptions include employment or services such as becoming a board member of another entity that is not a competitor of the Company, teaching positions, services provided to non-profit organizations, retail positions or other employment or service that the Committee determines will not alter your normal retirement status with the Company.

Notwithstanding anything to the contrary above, the Committee shall retain the authority to determine whether your separation from service meets the conditions for a Retirement set forth above. The Committee's determination that you have met the requirements for a Retirement may be revoked at any time following your separation from service if the Committee determines that your retirement status has changed or was determined based upon incorrect information.

b. If you cease to be in the employment of the Company Group during the Performance Period for any reason other than as provided in Section 3(c) or Section 4 below, all PSUs and tandem DERs awarded to you shall be automatically forfeited without payment upon your termination.

c. Notwithstanding anything to the contrary in this Agreement, if prior to the end of the Performance Period your employment with the Company Group is terminated by reason of death or Disability, then you will nevertheless be deemed to have satisfied the employment requirement for purposes of this Agreement and any PSUs determined to be Vested PSUs in accordance with Attachment A (along with any accumulated DERs allocated thereto) will be paid to you on the Payment Date specified in Section 2(a) hereof. For purposes of this Agreement, "***Disability***" shall mean a disability that entitles you to disability benefits under the Company's long-term disability plan (or that would entitle you to disability benefits under the Company's long-term disability plan if you were an active employee).

4.Involuntary Termination in Connection with Change in Control.

a. Notwithstanding anything to the contrary in this Agreement, upon the occurrence of a termination of Employee's employment during the Performance Period by the Company without Cause (as defined below), or a termination by Employee for Good Reason (as defined below), in either case within the 24-month period immediately following a Change in Control (a "***Change in Control Termination***"): (i) any PSUs determined to be Vested PSUs in accordance with the provisions of Attachment A shall be payable to

you as soon as reasonably practical following the date of the applicable termination (but in no event later than the 74th day following such date) in the form of Common Stock, and (ii) any accumulated DERs allocated thereto shall be payable at the same time in the form of cash; provided, however, notwithstanding the foregoing, if you are considered to be in the employment of the Company Group by reason of Retirement as of the date upon which a Change in Control occurs, then upon the occurrence of such Change in Control during the Performance Period: (x) any PSUs determined to be vested PSUs in accordance with the provisions of Attachment A shall be payable to you as soon as reasonably practical following the date of such Change in Control (but in no event later than the 74th day following such date) in the form of Common Stock, and (y) any accumulated DERs allocated thereto shall be payable at the same time in the form of cash.

b.Notwithstanding anything else contained above in this Section 4 to the contrary, the Committee may elect, at its sole discretion by resolution adopted prior to the occurrence of a Change in Control or Change in Control Termination, as applicable, to have the Company satisfy your rights in respect of the PSUs (as determined pursuant to the foregoing provisions of this Section 4), in whole or in part, by having the Company make a cash payment to you within five business days of the occurrence of the Change in Control or Change in Control Termination, as applicable, in respect of all such PSUs or such portion of such PSUs as the Committee shall determine. Any cash payment made pursuant to the foregoing sentence for any PSUs shall be calculated based on the Fair Market Value of a share of Common Stock on the date of the Change in Control or Change in Control Termination, as applicable.

c.For purposes of this Agreement, Cause and Good Reason shall have the definitions provided below:

(i) "***Cause***" shall include any of the following events: (A) the Employee's gross negligence or willful misconduct in the performance of his or her duties; (B) the Employee's conviction of a felony or other crime involving moral turpitude; (C) the Employee's willful refusal, after 15 days' written notice from the Chief Executive Officer or President of the Company, to perform the material lawful duties or responsibilities required of him; (D) the Employee's willful and material breach of any corporate policy or code of conduct; or (E) the Employee's willfully engaging in conduct that is known or should be known to be materially injurious to the Company or any of its subsidiaries.

(ii) "***Good Reason***" shall be defined as any of the following: (A) a material diminution in the Employee's base compensation; (B) a material diminution in the Employee's authority, duties or responsibilities; or (C) a material change in the geographical location at which the Employee must perform services. In order to terminate employment for Good Reason, an Employee must, within 90 days of the initial existence of the circumstances constituting Good Reason, notify the Company in writing of the existence of such circumstances, and the Company shall then have 30 days to remedy the circumstances. If the circumstances have not been fully remedied by the Company, the Employee shall have 60 days following the end of such 30-day period to exercise the right to terminate for Good Reason. The initial existence of the circumstances constituting Good Reason shall be conclusively deemed to have occurred on the date of any written notice to the Company concerning such circumstances. If the Employee does not timely notify the Company in writing of the existence of the circumstances constituting Good Reason, the right to terminate for Good Reason shall lapse and be deemed waived, and the Employee shall not thereafter have the right to terminate for Good Reason unless further circumstances occur which themselves give rise to a right to terminate for Good Reason.

5.DERs. Beginning on the later of the Date of Grant and the first day of the Performance Period, in the event the Company declares and pays a dividend in respect of its Common Stock and, on the record date for such dividend, you hold PSUs granted pursuant to this Agreement that have not been settled in accordance with the terms hereof, the Company shall credit DERs to an account maintained by the Company for your benefit in an amount equal to the product of (a) the cash dividends you would have received if you were the holder of record, as of such record date, of one share of Common Stock times (b) your number of Target PSUs. Such account is intended to constitute an "unfunded" account, and neither this Section 5 nor any action taken pursuant to or in accordance with this Section 5 shall be construed to create a trust of any kind. Provided you have remained in the employment of the Company Group (including pursuant to Section 3(c)) and subject to the further provisions of this Agreement, accumulated DERs shall be paid to you on the Payment Date (without interest) in accordance with the terms of Section 2 in an amount

equal to the product of (i) the accumulated DERs, times (ii) the TSR Performance Factor (as defined on Attachment A).

6.Corporate Acts. The existence of the PSUs shall not affect in any way the right or power of the Board or the stockholders of the Company to make or authorize any adjustment, recapitalization, reorganization, or other change in the Company's capital structure or its business, any merger or consolidation of the Company, any issue of debt or equity securities, the dissolution or liquidation of the Company or any sale, lease, exchange, or other disposition of all or any part of its assets or business, or any other corporate act or proceeding.

7.Notices. Any notices or other communications provided for in this Agreement shall be sufficient if in writing. In the case of the Grantee, such notices or communications shall be effectively delivered if hand delivered to you at your principal place of employment or if sent by registered or certified mail to you at the last address you have filed with the Company. In the case of the Company, such notices or communications shall be effectively delivered if sent by registered or certified mail to the Company at its principal executive offices.

8.Nontransferability of Agreement. This Agreement and the PSUs and DERs evidenced hereby may not be transferred, assigned, encumbered or pledged by you in any manner otherwise than by will or by the laws of descent or distribution. The terms of the Plan and this Agreement shall be binding upon your executors, administrators, heirs, successors and assigns.

9. Entire Agreement; Governing Law. The Plan is incorporated herein by reference. The Plan and this Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and, except as expressly provided in this Agreement, supersede in their entirety all prior undertakings and agreements between you and any member of the Company Group with respect to the same. This Agreement is governed by the internal substantive laws, but not the choice of law rules, of the State of Delaware.

10.Binding Effect; Survival. This Agreement shall be binding upon and inure to the benefit of any successors to the Company and all persons lawfully claiming under you. The provisions of Section 14 shall survive following vesting and payment of this Award without forfeiture.

11. No Rights as Shareholder. The PSUs represent an unsecured and unfunded right to receive a payment in shares of Common Stock and associated DERs, which right is subject to the terms, conditions, and restrictions set forth in this Agreement and the Plan. Accordingly, you shall have no rights as a shareholder of the Company, including, without limitation, voting rights or the right to receive dividends and distributions as a shareholder, with respect to the shares of Common Stock subject to the PSUs, unless and until such shares of Common Stock (if any) are delivered to you as provided herein.

12.Withholding of Taxes. To the extent that the vesting or payment of PSUs or DERs results in the receipt of compensation by you with respect to which any member of the Company Group has a tax withholding obligation pursuant to applicable law, the Company or an Affiliate shall withhold from the cash and from the shares of Common Stock otherwise to be delivered to you, that amount of cash and that number of shares of Common Stock having a Fair Market Value equal to the Company's or Affiliate's tax withholding obligations with respect to such cash and shares of Common Stock, respectively, unless you deliver to the Company or Affiliate (as applicable) at the time such cash or shares of Common Stock are delivered to you, such amount of money as the Company or Affiliate may require to meet such tax withholding obligations. No payments with respect to PSUs or DERs shall be made pursuant to this Agreement until the applicable tax withholding requirements with respect to such event have been satisfied in full. The Company is making no representation or warranty as to the tax consequences that may result from the receipt of the PSUs, the treatment of DERs, the lapse of any vesting conditions, or the forfeiture of any PSUs pursuant to the terms of this Agreement.

13. Amendments. This Agreement may be modified only by a written agreement signed by you and an authorized person on behalf of the Company who is expressly authorized to execute such document; provided, however, notwithstanding the foregoing, the Company may make any change to this Agreement without your consent if such change is not materially adverse to your rights under this Agreement.

14. Clawback. Notwithstanding any provisions in the Plan and this Agreement to the contrary, any portion of the payments and benefits provided under this Agreement or pursuant to the sale of any shares of Common Stock issued hereunder shall be subject to (a) any clawback or other recovery by the Company to the extent necessary to comply with applicable law, including without limitation, the requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 or any Securities and Exchange Act rule, and/or (b) any clawback or other recovery policy that may be adopted or amended by the Company from time to time**.** As of the Date of Grant, the Company has adopted the Incentive Compensation Recoupment Policy (the "*Policy*"), and by accepting this Award you agree and understand that all payments and benefits that may arise pursuant to this Agreement shall be subject to the terms and conditions of the Policy, as it may be amended from time to time, including the Company's authority to reduce amounts otherwise payable to me for reasons described within the Policy.

15.Section 409A Compliance. Notwithstanding any provision of this Agreement to the contrary, all provisions of this Agreement are intended to comply with Section 409A of the Code, and the applicable Treasury regulations and administrative guidance issued thereunder (collectively, "***Section 409A***"), or an exemption therefrom, and shall be interpreted, construed and administered in accordance with such intent. Any payments under this Agreement that may be excluded from Section 409A (due to qualifying as a short-term deferral or otherwise) shall be excluded from Section 409A to the maximum extent possible. No payment shall be made under this Agreement if such payment would give rise to taxation under Section 409A to any person, and any amount payable under such provision shall be paid on the earliest date permitted with respect to such provision by Section 409A and not before such date. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement are exempt from, or compliant with, Section 409A and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by you on account of non-compliance with Section 409A.

16.Plan Controls. By accepting this grant, you agree that the PSUs and DERs are granted under and governed by the terms and conditions of the Plan and this Agreement. In the event of any conflict between the Plan and this Agreement, the terms of the Plan shall control. Unless otherwise defined herein, capitalized terms used and defined in the Plan shall have the same defined meanings in this Agreement.

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed by an officer thereunto duly authorized, as of the date first above written.

TARGA RESOURCES CORP.

By:
Name: Matthew J. Meloy
Title: Chief Executive Officer

ATTACHMENT A

I. Definitions.

• The "***Performance Period***" shall begin on January 1, 2025 and end on December 31, 2027.

• The "***Performance Goal***" for the PSUs compares (i) the Total Return of a share of Common Stock for the Performance Period to (ii) the Total Return of a common share/unit of each member of the Peer Group for such Performance Period, to determine the TSR Performance Factor.

• "***Total Return***" shall be measured by (i) subtracting the average closing price per share/unit for the last twenty (20) trading days immediately preceding the Performance Period (the "***Beginning Price***"), from (ii) the sum of (a) the average closing price per share/unit for the last twenty (20) trading days of the Performance Period, plus (b) the aggregate amount of dividends/distributions paid with respect to a share/unit during the Performance Period (the result being referred to as the "***Value Increase***") and (iii) dividing the Value Increase by the Beginning Price.

• "***TSR Performance Factor***" means a percentage, ranging from 0% to 250% (or more, as determined by the Committee in its discretion as described herein), determined by the Committee in accordance with Paragraph II below.

• "***Vested PSUs***" means a number of PSUs equal to the product of (i) the number of Target PSUs, times (ii) the TSR Performance Factor.

II. TSR Performance Factor. The TSR Performance Factor will be determined as follows:

The Committee will determine the "***Guideline Performance Percentage***" for the Performance Period in accordance with the following table:

Company Total Return compared to Peer Group Total Return	**Guideline Performance Percentage[1]**
75th Percentile or Above	250%
55th Percentile	100%
25th Percentile	50%
Below 25th Percentile[2]	0%

[1] The Guideline Performance Percentage between the 25th Percentile and the 55th Percentile is a percentage based on a straight-line interpolation between 50% and 100% based on a comparison of the Total Returns described above, and the Guideline Performance Percentage between the 55th Percentile and the 75th Percentile is a percentage based on a straight-line interpolation between 100% and 250% based on a comparison of the Total Returns described above.

[2] The 25th Percentile is the minimum percentile for which there is a Guideline Performance Percentage.

• The Guideline Performance Percentage determined for the Performance Period may be decreased or increased (including above 250%) by the Committee in its discretion taking into account all factors the Committee deems relevant, including changes to the Peer Group occurring during the Performance Period, anomalies in trading during the applicable trading days or other business performance matters, to determine the TSR Performance Factor.

- In the event of a Change in Control Termination, the Committee shall determine the TSR Performance Factor as of the date such Change in Control occurs taking into account: (A) a deemed Guideline Performance Percentage of the greater of (x) 100% and (y) the actual Guideline Performance Percentage, and (B) any other factors deemed relevant by the Committee, in accordance with the preceding paragraph, including any impacts related to the Change in Control event or the Change in Control Termination.

III. Adjustments to Performance Goal for Certain Events.

If, during the Performance Period, there is a change in accounting standards required by the Financial Accounting Standards Board, the above Performance Goal shall be adjusted by the Committee as appropriate, in its discretion, to disregard the effect of such change.

IV. Peer Group Companies.

The "***Peer Group***" shall consist of the companies contained within the Alerian US Midstream Energy Index (the "***AMUS***"). In its discretion, in the event that the Committee determines that an adjustment to the Peer Group is necessary or desirable to continue to reflect an appropriate Peer Group for this Award, the Committee may take the following actions: substitute the members of another index for the members of the AMUS; add or delete individual companies within the AMUS (and if deleting a company, the Committee may also, but is not required to, substitute a new company into the Peer Group); if companies are added to or deleted from the AMUS during the Performance Period, determine if that company should be included or excluded from the Peer Group; provide a related adjustment in the rankings at any time during the Performance Period; or make a deletion or adjustment to reflect that an individual peer company within the AMUS is no longer publicly traded or is determined by the Committee to no longer be a peer of the Company (for example, due to a member being acquired) or to reflect any other significant event.

V. Committee Determination.

The Committee shall review the results with respect to the Performance Goal and shall determine the TSR Performance Factor and the number of Vested PSUs as soon as reasonably practical. However, no PSUs or DERs shall be paid prior to such determination or the time of payment specified in the Agreement. For the sake of clarity, any exercise of discretion or adjustments made by the Committee as contemplated herein may be effectuated without your consent and will not be treated (for purposes of the Plan or this Agreement) as an amendment to the Agreement that materially reduces the benefit of the Grantee without his or her consent.

Exhibit 19.1

TARGA RESOURCES CORP.
INSIDER TRADING POLICY

(Adopted December 1, 2010, as amended April 11, 2024)

This Insider Trading Policy (this "Policy") provides guidance to employees, officers and directors of Targa Resources Corp. (the "Company") with respect to transactions in the securities of the Company. You should read this Policy carefully, ask questions of the Company's Insider Trading Compliance Officer listed in Article VIII below, and promptly sign and return the attached Certification acknowledging receipt of and compliance with this Policy to:

Targa Resources Corp.
811 Louisiana, Suite 2100
Houston, TX 77002
Attention: Senior Vice President – Human Resources

APPLICABILITY OF THIS POLICY

This Policy applies to all transactions in the Company's securities, including common stock, options to buy or sell common stock or any other securities the Company may issue from time to time, such as warrants, convertible securities and debt securities, as well as to derivative securities relating to the Company's common stock, whether or not issued by the Company, such as exchange-traded options, and the securities of Company subsidiaries, including the debt securities of Targa Resources Partners LP (collectively, "Company Securities"). This Policy applies to all officers of the Company, all members of the Company's Board of Directors, and all employees. As used herein, the term "employee" includes all employees of the Company, Targa Resources LLC, and any other subsidiary of the Company. This group of people are sometimes referred to in this Policy as "Insiders." This Policy also applies to any person who receives Material Nonpublic Information (as defined in Article III) regarding the Company from any Insider.

Any person who is aware of Material Nonpublic Information regarding the Company, including any director, officer, or employee after his or her employment or service relationship with the Company is terminated, is an Insider for so long as the information is not publicly available or known. The Company reserves the right to amend or rescind this Policy or any portion of it at any time and to adopt different policies and procedures at any time.

I. INTRODUCTION

It is generally illegal for Insiders, either personally or on behalf of others, to trade in Company Securities on the basis of Material Nonpublic Information. It is also generally illegal for Insiders to communicate, or "tip," Material Nonpublic Information to others who may trade in Company Securities on the basis of such Material Nonpublic Information. These activities are commonly referred to as "Insider Trading."

II. GENERAL POLICY

This Policy prohibits you from transacting in or tipping others who may trade in Company Securities while aware of Material Nonpublic Information about the Company. You are also prohibited from transacting in, or tipping others who may trade in, the securities of other publicly-traded companies under the circumstances described below.

A. Transacting on Material Nonpublic Information.

No Insider of the Company, and no Related Person (as defined below) of any such person, shall engage in any transaction in Company Securities, including making any offer to purchase, making any offer to sell, or giving any gift of Company Securities, during any period commencing with the date that he or she is aware of Material Nonpublic Information concerning the Company and ending at the beginning of the third Trading Day (as defined below) following the date of public disclosure of such Material Nonpublic Information, or at such time as such information is no longer material. As used in this Policy, with respect to any person, a "Related Person" includes any Family Member, partnership in which the Insider is a general partner, trust of which the Insider is a trustee, and estates of

which the Insider is an executor. As used in this Policy, with respect to any person, “Family Member” means any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law (including adoptive relationships) of the Insider, who shares the same household as the Insider or who does not live in the same household as the Insider but whose transactions in Company Securities are directed by or subject to the control of the Insider. As used in this Policy, the term “Trading Day” shall mean a day on which national stock exchanges, the New York Stock Exchange, or the Over-The-Counter Bulletin Board Quotation System are open for trading. A “Trading Day” begins at the time trading begins on such day.

B.Tipping Others of Material Nonpublic Information.

No Insider shall disclose or tip Material Nonpublic Information to any other person (including Related Persons) where such Material Nonpublic Information may be used by the other person to his or her profit by trading in Company Securities, nor shall an Insider make recommendations or express opinions on the basis of Material Nonpublic Information as to trading in Company Securities. Insiders are not authorized to recommend the purchase or sale of Company Securities to any other person (other than Related Persons) whether or not such Insiders are aware of Material Nonpublic Information.

C. Confidentiality of Material Nonpublic Information.

Material Nonpublic Information relating to the Company is the property of the Company, and the unauthorized disclosure of such Material Nonpublic Information is prohibited. If any Insider of the Company receives any inquiry from outside the Company, such as a securities analyst, for information (particularly financial results or projections) that may be Material Nonpublic Information, the inquiry should be referred to the Company’s Chief Financial Officer, who is responsible for coordinating and overseeing the release of such information to the investing public, securities analysts, and others in compliance with applicable laws and regulations.

D. Applicability of Policy to Transactions in Securities of Other Publicly-Traded Companies

This Policy and the guidelines described in this Policy also apply to Material Nonpublic Information relating to other publicly-traded companies, including the Company’s customers, joint-venture or strategic partners, and vendors or suppliers (collectively, “business partners”), when Material Nonpublic Information is provided to the Company confidentially and you obtain it in the course of your employment with the Company. Civil and criminal penalties and termination of employment may result from trading on insider information regarding business partners in such circumstances. **Please read Section VII below for a discussion of the potential consequences of Insider Trading.** All Insiders should treat Material Nonpublic Information about the Company’s business partners with the same care required with respect to Material Nonpublic Information related directly to the Company.

III. DEFINITION OF MATERIAL NONPUBLIC INFORMATION

“Material Nonpublic Information” is information that is both “Material” and “Nonpublic” as described in this Article III.

A. What information is “Material”?

It is not possible to define all categories of material information. However, information should be regarded as material if there is a substantial likelihood that it would be considered important to a reasonable investor in making an investment decision regarding a Company Security. Information that is likely to affect the price of Company Securities is almost always material. It is also important to remember that either positive or negative information may be material.

While it may be difficult under this standard to determine whether particular information is material, there are various categories of information that are particularly sensitive and, as a general rule, should always be considered material information. Examples of such information include:

- Financial results (quarterly, annual, or otherwise)
- Projections of future earnings or losses
- Significant regulatory developments
- News of a pending or proposed merger
- News of the disposition of a subsidiary or significant assets
- Acquisitions
- Impending bankruptcy or financial liquidity problems
- Gain or loss of a substantial customer or supplier
- Changes in distribution or dividend policy
- New contract announcements of a significant nature
- Significant pricing changes
- Common stock splits
- New equity or debt offerings
- Planned sales of common stock by affiliates
- Significant litigation exposure due to actual or threatened litigation
- Significant corporate events, including material cyber, data, or personnel matters
- Major personnel changes, particularly departures of directors or senior management
- Changes in the Company's credit ratings

Remember, if your securities transactions become the subject of scrutiny, they will be viewed after-the-fact and with the benefit of hindsight. Therefore, before engaging in any securities transaction, you should consider carefully how the Securities and Exchange Commission ("SEC") and others might view your transaction in hindsight and with all of the facts disclosed.

B. What information is "Nonpublic"?

Information is "nonpublic" if it has not been previously disclosed by the Company to the general public and is otherwise not available to the general public. In order for information to be considered "public," it must be widely disseminated in a manner making it generally available to the investing public, and the investing public must have had time to absorb the information fully.

IV. TRANSACTION REQUIREMENTS

A. Blackout Period (only applicable to directors, officers, and certain employees).

All directors, executive officers, and any other employees identified and notified by the Company (the "Window Group") are prohibited from transacting in Company Securities during the period beginning at the close of market on the twenty fifth (25th) calendar day prior to the end of each fiscal quarter or year and ending at the beginning of the third business day following the date of public disclosure of the financial results for that fiscal quarter (the "Blackout Period"). Employees who have not been identified as being in the Window Group should adhere to the general prohibitions set forth in this Policy.

From time to time, the Company may also prohibit some or all of the Window Group or additional employees from transacting in Company Securities because of developments known to the Company and not yet disclosed to the public. In such event, that group may not engage in any transaction involving Company Securities during such period and should not disclose to others the fact of such suspension of transacting.

Transacting in Company Securities outside of the Blackout Period should not be considered a “safe harbor,” and no Insider who possesses Material Nonpublic Information about the Company should transact in Company Securities until at least two full Trading Days after the Company has made the information public or it ceases to be material.

B. Preclearance of Transactions With Insider Trading Compliance Officer.

The Company has determined that all directors, executive officers, and any other employees identified and notified by the Company (the “Preclearance Group”) must not transact in Company Securities, even outside of a Blackout Period, without first complying with the Company’s “preclearance” process. Each member of the Preclearance Group should contact the Company’s Insider Trading Compliance Officer prior to commencing any transaction in Company Securities. Preclearance Group members must obtain written clearance from the Company’s Insider Trading Compliance Officer; oral preclearance is not sufficient. After the Preclearance Group member receives permission to engage in a transaction, he or she must complete the transaction within five Trading Days (or such other period as is designated at the time of the request for permission) or make a new request for clearance. The Insider Trading Compliance Officer will consult as necessary with senior management of the Company before clearing any proposed transaction. The Insider Trading Compliance Officer may refuse to permit any transaction in his or her sole discretion and shall not be liable for a delay in processing a preclearance request or a refusal to approve such a request.

Please note that clearance of a proposed transaction by the Company’s Insider Trading Compliance Officer does not constitute legal advice or otherwise acknowledge that a member of the Preclearance Group does not possess Material Nonpublic Information. Insiders must ultimately make their own judgments regarding, and are personally responsible for determining, whether they are in possession of Material Nonpublic Information.

C. Individual Responsibility.

Every Insider of the Company is responsible for complying with this Policy and ensuring his or her Related Persons’ comply with this Policy.

V. EXCEPTIONS

The exceptions to this Policy (including the Blackout Periods described in Section IV, Subsection A) are as follows:

A. Award payouts by the Company under any equity-based compensation plans.

B. The exercise of share withholding pursuant to which you elect to have the Company withhold shares to satisfy tax withholding requirements.

C. Transactions made pursuant to a validly adopted “Rule 10b5-1 Plan.” You must obtain authorization from the Insider Trading Compliance Officer before entering into, modifying or terminating a Rule 10b5-1 Plan. Additionally, directors and executive officers of the Company must obtain authorization from the Chief Financial Officer before entering into, modifying or terminating a Rule 10b5-1 Plan (or by the Chief Executive Officer if the person engaging in the transaction is the Chief Financial Officer).

D. Any transaction specifically approved in writing in advance by the Insider Trading Compliance Offer (or by the Chief Executive Officer if the person engaging in the transaction is the Insider Trading Compliance Officer).

VI. PROHIBITED TRANSACTIONS

It is the Company’s policy that certain Insiders may not engage in any of the following transactions:

A.*Purchases of Company Common Stock on Margin.*

Any common stock of the Company purchased in the open market should be paid for in full at the time of purchase. Purchasing the Company's common stock on margin (*e.g.*, borrowing money from a brokerage firm or other third party to fund the stock purchase) is prohibited for all Insiders.

B.*Short Sales of Company Stock.*

Selling the Company's common stock short is prohibited for all Insiders. Selling short is the practice of selling more stock than you own.

C.*Buying or Selling Puts or Calls on Company Stock.*

The purchase or sale of options of any kind, whether puts or calls, or other derivative securities relating to the Company's common stock is prohibited for directors and executive officers. A put is a right to sell at a specified price a specific number of shares of stock by a certain date and is utilized in anticipation of a decline in the stock price. A call is a right to buy at a specified price a specified number of shares of stock by a certain date and is utilized in anticipation of a rise in the stock price.

D.*Pledges of Company Securities.*

Entering into pledges of Company Securities as collateral, including borrowing against Company Securities in a margin account, is prohibited for all Insiders.

E. *Hedging Transactions.*

Engaging in transactions that are designed to hedge or offset any decrease in the value of Company Securities is prohibited for directors and executive officers. Exchange fund transactions, and the purchase of related financial instruments, that in substance are sale transactions (not a hedge) are permitted.

VII. POTENTIAL CRIMINAL AND CIVIL LIABILITY AND/OR DISCIPLINARY ACTION

A.*SEC Enforcement Action.*

Penalties for insider trading violations include imprisonment for up to 20 years, civil fines of up to three times the profit gained or loss avoided by trading, and criminal fines of up to $5 million. There also may be liability to those damaged by the trading. A company whose employee violates the insider trading prohibitions may be liable for a civil fine of up to the greater of $1 million or three times the profit gained or loss avoided as a result of the employee's illegal insider trading.

B. Disciplinary Action by the Company.

Insiders who violate this Policy may also be subject to disciplinary action by the Company, which may include termination or other appropriate action.

VIII. INQUIRIES

Please direct your questions as to any of the matters discussed in this Policy to the Company's Insider Trading Compliance Officer, Andrew Klein.

This document states a policy of Targa Resources Corp. and is not intended to be regarded as the rendering of legal advice.

CERTIFICATION

TO TARGA RESOURCES CORP.:

I have received a copy of the Targa Resources Corp. Insider Trading Policy (the "Policy"). I have read and understand the Policy. I will comply with the policies and procedures set forth in the Policy. I understand and agree that, if I am an employee of Targa Resources Corp. or any subsidiary (including Targa Resources LLC), my failure to comply in all respects with Targa Resources Corp.'s policies, including the Policy, may be a basis for termination of my employment.

_____
Signature

_____
Type or Print Name

_____
Date

Exhibit 21.1

TARGA RESOURCES CORP.

LIST OF SIGNIFICANT SUBSIDIARIES

Legal Name	Jurisdiction
Grand Prix Pipeline LLC	Delaware
Lasso Acquiror LLC	Delaware
Targa Downstream LLC	Delaware
Targa GP Inc.	Delaware
Targa Liquids Marketing and Trade LLC	Delaware
Targa Midstream Services LLC	Delaware
Targa Northern Delaware LLC	Delaware
Targa Pipeline Mid-Continent Holdings LLC	Delaware
Targa Pipeline Mid-Continent WestTex LLC	Delaware
Targa Pipeline Operating Partnership LP	Delaware
Targa Pipeline Partners LP	Delaware
Targa Resources LLC	Delaware
Targa Resources Operating LLC	Delaware
Targa Resources Partners LP	Delaware

Exhibit 22.1

List of Subsidiary Guarantors (1)

Name	State of Incorporation or Organization
Arkoma Newco LLC	Delaware
Delaware-Permian Pipeline LLC	Delaware
FCPP Pipeline, LLC	Delaware
Flag City Processing Partners, LLC	Delaware
Grand Prix Development LLC	Delaware
Grand Prix Pipeline LLC	Delaware
Lasso Acquiror LLC	Delaware
Midland-Permian Pipeline LLC	Delaware
Setting Sun Pipeline Corporation	Delaware
Slider WestOk Gathering, LLC	Delaware
Targa Capital LLC	Delaware
Targa Cayenne LLC	Delaware
Targa Chaney Dell LLC	Delaware
Targa Cogen LLC	Delaware
Targa Condensate Marketing LLC	Delaware
Targa Delaware LLC	Delaware
Targa Delaware QOF LLC	Delaware
Targa Delaware QOZB LLC	Delaware
Targa Downstream LLC	Delaware
Targa Energy GP LLC*	Delaware
Targa Energy LP*	Delaware
Targa Frio LaSalle GP LLC	Texas
Targa Frio LaSalle Pipeline LP	Texas
Targa Gas Marketing LLC	Delaware
Targa Gas Pipeline LLC	Delaware
Targa Gas Processing LLC	Delaware
Targa GP Inc.*	Delaware
Targa Gulf Coast NGL Pipeline LLC	Delaware
Targa Intrastate Pipeline LLC	Delaware
Targa LA Holdings LLC	Delaware
Targa LA Operating LLC	Delaware
Targa Liquids Marketing and Trade LLC	Delaware
Targa Louisiana Intrastate LLC	Delaware
Targa LP Inc.*	Delaware
Targa Midkiff LLC	Delaware
Targa Midland Crude LLC	Delaware
Targa Midland LLC	Delaware
Targa Midstream Services LLC	Delaware
Targa MLP Capital LLC	Delaware
Targa NGL Pipeline Company LLC	Delaware
Targa Northern Delaware LLC	Delaware
Targa Permian Condensate Pipeline LLC	Delaware
Targa Pipeline Mid-Continent Holdings LLC	Delaware
Targa Pipeline Mid-Continent LLC	Delaware
Targa Pipeline Mid-Continent WestOk LLC	Delaware
Targa Pipeline Mid-Continent WestTex LLC	Delaware
Targa Pipeline Operating Partnership LP	Delaware
Targa Pipeline Partners GP LLC	Delaware
Targa Pipeline Partners LP	Delaware
Targa Resources Finance Corporation*	Delaware
Targa Resources GP LLC*	Delaware
Targa Resources LLC*	Delaware
Targa Resources Operating GP LLC	Delaware
Targa Resources Operating LLC	Delaware
Targa Resources Partners LP*	Delaware

Targa Rich Gas Services GP LLC	Texas
Targa Rich Gas Services LP	Texas
Targa Rich Gas Utility GP LLC	Texas
Targa Rich Gas Utility LP	Texas
Targa Southern Delaware LLC	Delaware
Targa SouthOk NGL Pipeline LLC	Oklahoma
Targa SouthTex CCNG Gathering Ltd.	Texas
Targa SouthTex Energy GP LLC	Delaware
Targa SouthTex Energy LP LLC	Delaware
Targa SouthTex Energy Operating LLC	Delaware
Targa SouthTex Gathering Ltd.	Texas
Targa SouthTex Midstream Company LP	Texas
Targa SouthTex Midstream Marketing Company Ltd.	Texas
Targa SouthTex Midstream T/U GP LLC	Texas
Targa SouthTex Midstream Utility LP	Texas
Targa SouthTex Mustang Transmission Ltd.	Texas
Targa SouthTex NGL Pipeline Ltd.	Texas
Targa SouthTex Processing LLC	Delaware
Targa Train 6 LLC	Delaware
Targa Train 8 LLC	Delaware
Targa Train 9 LLC	Delaware
Targa Train 10 LLC	Delaware
Targa Train 11 LLC	Delaware
Targa Transport LLC	Delaware
TPL Arkoma Midstream LLC	Delaware
TPL Gas Treating LLC	Delaware
TPL SouthTex Gas Utility Company LP	Texas
TPL SouthTex Midstream Holding Company LP	Texas
TPL SouthTex Midstream LLC	Delaware
TPL SouthTex Pipeline Company LLC	Texas
TPL SouthTex Processing Company LP	Texas
TPL SouthTex Transmission Company LP	Texas
T2 Eagle Ford Gathering Company LLC	Delaware
T2 Gas Utility LLC	Texas
T2 LaSalle Gas Utility LLC	Texas
T2 LaSalle Gathering Company LLC	Delaware
Velma Gas Processing Company, LLC	Delaware
Velma Intrastate Gas Transmission Company, LLC	Delaware
Versado Gas Processors, L.L.C.	Delaware

(1) In connection with our entry into the New TRGP Credit Agreement, a subset of our prior guarantors were released from their guarantee obligations. An asterisk indicates a currently existing guarantor as of February 18, 2025.

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form S-8 (No. 333-218212, No. 333-211655, No. 333-209873, No. 333-202503 and No. 333-171082) and Form S-3 (No. 333-263730) of Targa Resources Corp. of our report dated February 20, 2025 relating to the financial statements and the effectiveness of internal control over financial reporting, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP
Houston, Texas
February 20, 2025

Exhibit 31.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO RULE 13A-14(A) AND RULE 15D-14(A)
OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED

I, Matthew J. Meloy, certify that:

1. I have reviewed this Annual Report on Form 10-K of Targa Resources Corp. (the "registrant");

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.

Date: February 20, 2025

By: /s/ Matthew J. Meloy
Name: Matthew J. Meloy
Title: Chief Executive Officer of Targa Resources Corp.
(Principal Executive Officer)

Exhibit 31.2

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER
PURSUANT TO RULE 13A-14(A) AND RULE 15D-14(A)
OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED

I, Jennifer R. Kneale, certify that:

1. I have reviewed this Annual Report on Form 10-K of Targa Resources Corp. (the "registrant");

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.

Date: February 20, 2025

By: /s/ Jennifer R. Kneale
Name: Jennifer R. Kneale
Title: President – Finance and Administration of Targa Resources Corp.
(Principal Financial Officer)

Exhibit 32.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report on Form 10-K of Targa Resources Corp., for the year ended December 31, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Matthew J. Meloy, as Chief Executive Officer of Targa Resources Corp., hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to his knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Targa Resources Corp.

By: /s/ Matthew J. Meloy
Name: Matthew J. Meloy
Title: Chief Executive Officer of Targa Resources Corp.

Date: February 20, 2025

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to Targa and will be retained by Targa and furnished to the Securities and Exchange Commission or its staff upon request.

Exhibit 32.2

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report on Form 10-K of Targa Resources Corp. for the year ended December 31, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Jennifer R. Kneale, as President – Finance and Administration of Targa Resources Corp., hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to her knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Targa Resources Corp.

By: /s/ Jennifer R. Kneale
Name: Jennifer R. Kneale
Title: President – Finance and Administration of Targa Resources Corp.

Date: February 20, 2025

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to Targa and will be retained by Targa and furnished to the Securities and Exchange Commission or its staff upon request.