

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NUMBER 0002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQUISITION NUMBER		5. PROJECT NUMBER (if applicable)
6. ISSUED BY U.S. Department of Energy SPRPMO 900 Commerce Road East New Orleans, LA 70123	CODE 01601	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code)  Phillips 66 Company 2331 CityWest Blvd Houston, Texas 77042		(X)	9A. AMENDMENT OF SOLICITATION NUMBER	
CODE			9B. DATED (SEE ITEM 11)	
FACILITY CODE			10A. MODIFICATION OF CONTRACT/ORDER NUMBER 23PO0002	
			10B. DATED (SEE ITEM 13) 12/15/2022	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended  not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;  
 or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.  
 If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**


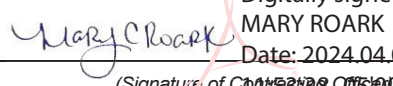
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>Section 10, "Changes"</b>
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Exchange Agreement No. 23PO0002 is modified as shown on the attached pages. Unless called out in the changes, all other provisions of the agreement remain the same.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Phillips 66 Company		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary C. Roark	
By:  Name: Jason Gallagher Title: Crude Trader	15C. DATE SIGNED 3/24/2024	16B. UNITED STATES OF AMERICA Digitally Signed by MARY ROARK Date: 2024.04.03  (Signature of Contracting Officer)	16C. DATE SIGNED 04/03/2024

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**2. Custody Transfer – Return of oil to the SPR – changes below:**

**Sun Tank to Big Hill**

Custody transfer quantity and quality measurements will be the DOE meter skid and inline sampler located at the Sun Marine Terminal. Secondary measurement for quantity will be on the Sun shore tank and quality based on manual grab samples taken at the Sun/DOE inline sampler. The API Gravity, Sediment and Water, and Sulfur content will be performed by the DOE M&O contracted third party inspector. Contractor shall have the right to have a representative present to witness all sampling, measurements and testing analysis. The DOE M&O contracted third party inspection company will witness all measurement and testing and perform testing.

OR

**Phillips 66 at Beaumont to Big Hill**

Custody transfer quantity and quality measurements will be the Phillips 66 delivery shore tank gauges and tank composite sample for deliveries into the Big Hill pipeline. Secondary custody transfer quantity and quality measurements will be the Big Hill meters and in-line sampler. In the event neither of these are available, stakeholders will mutually agree on measurement location of quantity and quality. The API Gravity, Sediment and Water, and Sulfur content testing will be performed by the Government contracted third party inspector. Contractor shall have the right to have a representative present to witness all sampling, measurements, and testing analysis. The Government contracted third party inspection company will witness all measurement and perform testing. The Contractor is responsible for terminal throughput charges for oil deliveries performed under these conditions. Contractors will be invoiced an additional \$0.13 per barrel throughput for all crude oil that passes through the P66 Beaumont Terminal Connection Point.

**3. Term – changes below:**

Contractor shall return all remaining exchange oil plus applicable premium barrels to the Big Hill SPR site during the months of July through October 2026. See table below for statement of net position as of 3/11/2024.

Net Position as of 3/11/2024						
SPR Site	Volume	Rate	Prem Barrels	Less Basis delivered	Balance	Quality Diff Owed
BH SOUR	(b) (4)	(4)	(4)	(4)	(4)	(4)
BH SOUR(early return)						
* premiums on BH Sour (early return are deferred until all basis barrels are returned)						

**4. Payment and Performance Guarantee – changes below:**

The “Irrevocable Standby Letter of Credit” established in favor of the United States Department of Energy to the Contracting Officer will have an expiration date of December 31, 2026.

**5. Payment – changes below:**

Reference to Bryan Mound will now be Big Hill SPR.