

July 28, 2023

Ms. Kimberly D. Bose, Secretary  
Federal Energy Regulatory Commission  
888 First Street, N.E.  
Washington, D.C. 20426

Re: Enable Gas Transmission, LLC  
Docket No. RP23-  
Amended Negotiated Rate Agreements

Dear Ms. Bose:

Enable Gas Transmission, LLC ("EGT") submits herewith for filing with the Federal Energy Regulatory Commission ("Commission") the following revised tariff record to its FERC NGA Gas Tariff, Tenth Revised Volume No. 1 ("Tariff"), proposed to become effective on August 1, 2023:

<u>Version</u>	<u>Description</u>	<u>Title</u>
3.0.0	Negotiated Rates	Currently Effective Rates

#### **STATEMENT OF NATURE, REASONS, AND BASIS**

The purpose of this filing is to submit to the Commission a summary of the latest amendments to the previously accepted negotiated rate agreements, Contract Nos. 1011325 and 1011514, with SWN Energy Services Company, LLC ("SWN") under Rate Schedule FT.<sup>1</sup> These agreements are being amended and restated, effective August 1, 2023, to reflect additional secondary receipt points and additional secondary delivery points.

First, Contract No. 1011325 adds the additional secondary receipt points of Midcoast DD to CP (Meter No. 220020), PVG Storage Header Rec (Meter No. 822033), Cadeville CP Rec (Meter No. 810066), CHK/Lamid-Mansfield (Meter No. 822050), Kinderhawk - Line CP IC (Meter No. 220325), Enterprise Bulldog (Meter No. 822320); and also adds the additional secondary delivery points of PVG Storage Header Del (Meter No. 822333) and Cadeville CP Del (Meter No. 810067).

Second, Contract No. 1011514 adds the additional secondary receipt points of Midcoast DD to CP (Meter No. 220020), PVG Storage Header Rec (Meter No. 822033), Cadeville CP Rec (Meter No. 810066), Chk/Lamid-Mansfield (Meter No. 822050), Kinderhawk - Line CP IC (Meter No. 220325), and Enterprise Bulldog (Meter No. 822320); and also adds the additional secondary delivery points of PVG Storage Header Del (Meter No. 822333) and Cadeville CP Del (Meter No. 810067).

As EGT is transitioning the SWN agreements from the previously filed whole document format in its Third Revised Volume Filed Agreements to the summarized tariff record format in its Tariff, all of the requisite information regarding the SWN agreements appears as redlined. To provide full transparency, EGT is providing a redlined comparison, in Appendix A, to show that these amendments

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<sup>1</sup> *Enable Gas Transmission, LLC*, Letter Order dated February 25, 2022, Docket No. RP22-525-000.

contain no revisions to the previously accepted negotiated rates, quantities, point(s) of receipt, point(s) of delivery or the primary term end dates.

This tariff record is being submitted in compliance with the Commission's current policy on negotiated rates which permits pipelines to file notice of negotiated rate agreements that conform in all material respects with the *pro forma* service agreement contained in the pipeline's tariff by submitting a tariff record summarizing the negotiated rate. The proposed tariff record provides the requisite information concerning the agreements, including the name of the shipper, the negotiated rate, the term of the negotiated rate agreements, the type of service, the receipt and delivery points applicable to the service and the volume of gas to be transported. In addition, the Currently Effective Rates for Negotiated Rates contains a statement certifying that the agreements contains no deviation from the form of service agreement in EGT's Tariff that goes beyond filling in the blank spaces or that affects the substantive rights of the parties in any way.

Additionally, EGT is making a concurrent filing to remove Contract Nos. 1011325 and 1011514 from its Third Revised Volume Filed Agreements by cancelling the following tariff records:

Section 2.1: SWN Energy Services Company 1011514 (RS FT); and  
Section 2.9: SWN Energy Services Company, LLC 1011325 (RS FT).

## **IMPLEMENTATION AND WAIVER REQUEST**

Pursuant to Section 154.7(a)(9) of the Commission's Regulations, EGT requests that the proposed tariff record submitted herewith be accepted effective August 1, 2023. EGT respectfully requests that the Commission grant waiver of Section 154.207 of the Commission's Regulations and any other waivers of its Regulations that it deems necessary to allow the proposed tariff record in this filing to become effective on August 1, 2023.

## **CONTENTS OF THE FILING**

This filing is made in electronic format in compliance with Section 154.4 of the Commission's Regulations. In addition to the proposed tariff record in RTF format with metadata attached, the XML filing package contains:

- A transmittal letter in PDF format.
- A clean copy of the proposed tariff record in PDF format.
- A marked version of the proposed tariff changes in PDF format.
- Appendix A - redlined comparison to previously filed negotiated rate agreements.
- A copy of the complete filing in PDF format for publishing in eLibrary.

## **COMMUNICATIONS, PLEADINGS AND ORDERS**

EGT requests that all Commission orders and correspondence, as well as pleadings and correspondence from other parties concerning this filing, be served on each of the following:

Ms. Kimberly D. Bose, Secretary  
Federal Energy Regulatory Commission  
July 28, 2023  
Page 3

**Michael T. Langston**<sup>2</sup>

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**Lawrence J. Biediger**<sup>2 3</sup>

Sr. Director, Rates and Regulatory Affairs  
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In accordance with Section 154.2(d) of the Commission's Regulations, a copy of this filing is available for public inspection during regular business hours at EGT's office at 1300 Main Street, Houston, Texas 77002. In addition, copies of this filing are being served electronically on jurisdictional customers and interested state regulatory agencies. EGT has posted this filing on its Internet web site accessible via <https://pipelines.energytransfer.com/ipost/EGT> under Informational Postings, Regulatory.

Pursuant to Section 385.2011(c)(5) of the Commission's Regulations, the undersigned has read this filing and knows its contents; the contents are true as stated, to the best of his knowledge and belief; and the undersigned possesses full power and authority to sign such filing.

Respectfully submitted,

ENABLE GAS TRANSMISSION, LLC

**/s/ Lawrence J. Biediger**

Lawrence J. Biediger  
Sr. Director, Rates and Regulatory Affairs

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<sup>2</sup> Designated to receive service pursuant to the Commission's Rules of Practice and Procedure. EGT respectfully requests that the Commission waive Rule 203(b)(3), 18 C.F.R. § 385.203(b)(3), in order to allow EGT to include additional representatives on the official service list.

<sup>3</sup> Designated as responsible Company official under Section 154.7(a)(2) of the Commission's Regulations.

Currently Effective Rates  
Negotiated Rates

Details of Negotiated Rate Agreements effective March 1, 2023 or later can be found within this tariff record. Negotiated Rate Agreements effective prior to March 1, 2023 can be found in Enable Gas Transmission, LLC's FERC NGA Gas Tariff, Third Revised Volume Filed Agreements.

<u>Shipper</u>	<u>Contract No.</u>	<u>Rate Schedule</u>	<u>Negotiated Rate</u>	<u>Quantity</u>	<u>Receipt Point(s)</u>	<u>Delivery Point(s)</u>	<u>Term</u>
WMRE of Arkansas, LLC	1011924	FT	(1)	(2)	(3)	(4)	(5)
Southwestern Electric Power Company	1006888	EFT	(6)	(7)	(8)	(9)	(10)
SWN Energy Services Company, LLC	1011325	FT	(11)	(12)	(13)	(14)	(15)
SWN Energy Services Company, LLC	1011514	FT	(16)	(17)	(18)	(19)	(20)

The provisions of these negotiated rate agreements do not deviate in any material respect from the form of service agreements in the tariff.

- (1) Reservation Charge, expressed as a unit rate on an assumed 100% load factor basis, will be calculated by subtracting the applicable Base Commodity Rate from the Transmission Allowance. Transmission Allowance = \$0.5087/Dth, on an assumed 100% load factor basis, based on Contract Demand and the average number of days in the service month during a calendar year, regardless of the quantity of gas transported.
- (2) 3,550 Dth/day
- (3) WM Renewable Energy Rec (Meter No. 292363) 2,200 Dth/day  
Southern Star @ Jane RE (Meter No. 805091) 1,350 Dth/day
- (4) Southern Star @ Jane (Meter No. 801539) 2,200 Dth/day  
WM Renewable Energy Del (Meter No. 292364) 1,350 Dth/day
- (5) March 1, 2023 through February 28, 2023
- (6) Daily Reservation Charge of \$0.2049/Dth and Transporter's then-effective maximum applicable Commodity Rate (which includes EPC) for all eligible quantities. Upon the occurrence of the second anniversary of the end of the primary term and each subsequent anniversary of the end of the primary term thereafter ("Escalation Date"), the Daily Reservation Charge will increase by a percentage equal to the positive increase, if any, of the percentage of increase change between: a) the seasonally unadjusted Consumer Price Index for Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics ("CPI-U") for the month of December of the second year prior to the Escalation Date; and (b) the seasonally unadjusted CPI-U for the month of December immediately preceding the Escalation Date. Shipper shall pay a Reservation Charge amount each month calculated by multiplying the Daily Reservation Charge by the Demand Determinant (maximum delivery obligation divided by swing ratio) times the number of days in the month, regardless of the quantity of gas transported during the month.  
Authorized Overrun: Shall be the greater of the maximum tariff rate or the negotiated rate described above.
- (7) 90,000 Dth/day
- (8) Primary Receipt Points:  
CGT PV Core Rec (Meter No. 12057) 10,000 Dth/day  
Arcadia Gas Rec 12 In (Meter No. 44030) 20,000 Dth/day  
All generally available Receipt Points and Pools in the Neutral Pooling Area 60,000 Dth/day  
Secondary Receipt Points:  
All generally available Receipt Points and Pools in the South Pooling Area
- (9) Primary Delivery Points:  
SWEPCO Stall Plant (Meter No. 844110) 90,000 Dth/day  
Secondary Delivery Points:  
SWEPCO Wilkes Plant Sum (Meter No. 12358)  
SWEPCO Lieberman Plant (Meter No. 801531)  
SWEPCO Harry Mattison (Meter No. 811005)
- (10) Primary Term: April 1, 2023 through December 31, 2023. After primary term end date, agreement will continue year to year ("Extension Term") for 27 Extension Terms or until terminated at the

end of the primary or extension term by written notice given by Shipper to Transporter at least 180 days prior to the end of the primary or extension term.

- (11) Reservation Charge of \$0.0450 per Dth based on Shipper's Contract Demand and the average number of Days in the Service Month during a calendar year regardless of the quantity of gas transported. Shipper also shall pay the applicable Base Commodity Rate per Dth for all quantities delivered. The applicable rates as provided herein shall not be subject to refund or reduction even if in excess of the maximum otherwise allowed. Shipper hereby elects to be billed on a levelized basis to the extent Transporter so determines and such option is available under the Tariff.
- (12) 200,000 Dth/day
- (13) Primary Receipt Points:  
Clear Lake CP IC (Meter No. 822062) 80,000 Dth/day  
Magnolia CP IC (Meter No. 822064) 80,000 Dth/day  
Bistineau Whiskey Bay (Meter No. 822080) 40,000 Dth/day  
Secondary Receipt Points:  
Arcadia CP IC Rec (Meter No. 822090)  
Midcoast DD to CP (Meter No. 220020)  
PVG Storage Header Rec (Meter No. 822033)  
Cadeville CP Rec (Meter No. 810066)  
Chk/Lamid-Mansfield (Meter No. 822050)  
Kinderhawk - Line CP IC (Meter No. 220325)  
Enterprise Bulldog (Meter No. 822320)
- (14) Primary Delivery Points:  
TENN 800 (Header) (Meter No. 57580) 50,000 Dth/day  
SESH 42 Header Del (Meter No. 898400) 120,000 Dth/day  
ANR CP Del (Meter No. 13547) 30,000 Dth/day  
Secondary Delivery Points:  
CGT CP Del (Meter No. 13548)  
GSPL Header Del (Meter No. 3198)  
KN-MEP Header Del (Meter No. 3201)  
SESH/SONAT Header Del (Meter No. 898501)  
TGC CP Del (Meter No. 13546)  
TGT CP Del (Meter No. 13545)  
Arcadia IC CP Del (Meter No. 822091)  
PVG Storage Header Del (Meter No. 822333)  
Cadeville CP Del (Meter No. 810067)
- (15) August 1, 2023 through November 30, 2027
- (16) Reservation Charge of \$0.0450 per Dth based on Shipper's Contract Demand and the average number of Days in the Service Month during a calendar year regardless of the quantity of gas transported. Shipper also shall pay the applicable Base Commodity Rate per Dth for all quantities delivered. The applicable rates as provided herein shall not be subject to refund or reduction even if in excess of the maximum otherwise allowed. Shipper hereby elects to be billed on a levelized basis to the extent Transporter so determines and such option is available under the Tariff.
- (17) 100,000 Dth/day
- (18) Primary Receipt Points:  
Clear Lake CP IC (Meter No. 822062) 50,000 Dth/day  
Magnolia CP IC (Meter No. 822064) 50,000 Dth/day  
Secondary Receipt Points:  
Arcadia CP IC Rec (Meter No. 822090)  
Midcoast DD to CP (Meter No. 220020)  
PVG Storage Header Rec (Meter No. 822033)  
Cadeville CP Rec (Meter No. 810066)  
CHK/Lamid-Mansfield (Meter No. 822050)  
Kinderhawk - Line CP IC (Meter No. 220325)  
Enterprise Bulldog (Meter No. 822320)
- (19) Primary Delivery Points:  
TENN 800 (Header) (Meter No. 57580) 100,000 Dth/day  
Secondary Delivery Points:  
ANR CP Del (Meter No. 13547)  
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GSPL Header Del (Meter No. 3198)  
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TGT CP Del (Meter No. 13545)

TENN 800 (Header) (Meter No. 57580)  
Arcadia IC CP Del (Meter No. 822091)  
PVG Storage Header Del (Meter 822333)  
Cadeville CP Del (Meter No. 810067)  
(20) August 1, 2023 through November 30, 2027

MARKED VERSION

Currently Effective Rates  
Negotiated Rates

Details of Negotiated Rate Agreements effective March 1, 2023 or later can be found within this tariff record. Negotiated Rate Agreements effective prior to March 1, 2023 can be found in Enable Gas Transmission, LLC's FERC NGA Gas Tariff, Third Revised Volume Filed Agreements.

Shipper	Contract No.	Rate Schedule	Negotiated Rate	Quantity	Receipt Point(s)	Delivery Point(s)	Term
WMRE of Arkansas, LLC	1011924	-FT	(1)	(2)	(3)	(4)	(5)
Southwestern Electric Power Company	1006888	EFT	(6)	(7)	(8)	(9)	(10)
<u>SWN Energy Services Company, LLC</u>	<u>1011325</u>	<u>FT</u>	<u>(11)</u>	<u>(12)</u>	<u>(13)</u>	<u>(14)</u>	<u>(15)</u>
<u>SWN Energy Services Company, LLC</u>	<u>1011514</u>	<u>FT</u>	<u>(16)</u>	<u>(17)</u>	<u>(18)</u>	<u>(19)</u>	<u>(20)</u>

The provisions of these negotiated rate agreements do not deviate in any material respect from the form of service agreements in the tariff.

- (1) Reservation Charge, expressed as a unit rate on an assumed 100% load factor basis, will be calculated by subtracting the applicable Base Commodity Rate from the Transmission Allowance. Transmission Allowance = \$0.5087/Dth, on an assumed 100% load factor basis, based on Contract Demand and the average number of days in the service month during a calendar year, regardless of the quantity of gas transported.
- (2) 3,550 Dth/day
- (3) WM Renewable Energy Rec (Meter No. 292363) 2,200 Dth/day  
Southern Star @ Jane RE (Meter No. 805091) 1,350 Dth/day
- (4) Southern Star @ Jane (Meter No. 801539) 2,200 Dth/day  
WM Renewable Energy Del (Meter No. 292364) 1,350 Dth/day
- (5) March 1, 2023 through February 28, 2023
- (6) Daily Reservation Charge of \$0.2049/Dth and Transporter's then-effective maximum applicable Commodity Rate (which includes EPC) for all eligible quantities. Upon the occurrence of the second anniversary of the end of the primary term and each subsequent anniversary of the end of the primary term thereafter ("Escalation Date"), the Daily Reservation Charge will increase by a percentage equal to the positive increase, if any, of the percentage of increase change between: a) the seasonally unadjusted Consumer Price Index for Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics ("CPI-U") for the month of December of the second year prior to the Escalation Date; and (b) the seasonally unadjusted CPI-U for the month of December immediately preceding the Escalation Date. Shipper shall pay a Reservation Charge amount each month calculated by multiplying the Daily Reservation Charge by the Demand Determinant (maximum delivery obligation divided by swing ratio) times the number of days in the month, regardless of the quantity of gas transported during the month.  
Authorized Overrun: Shall be the greater of the maximum tariff rate or the negotiated rate described above.
- (7) 90,000 Dth/day
- (8) Primary Receipt Points:  
CGT PV Core Rec (Meter No. 12057) 10,000 Dth/day  
Arcadia Gas Rec 12 In (Meter No. 44030) 20,000 Dth/day  
All generally available Receipt Points and Pools in the Neutral Pooling Area 60,000 Dth/day  
Secondary Receipt Points:  
All generally available Receipt Points and Pools in the South Pooling Area
- (9) Primary Delivery Points:  
SWEPCO Stall Plant (Meter No. 844110) 90,000 Dth/day  
Secondary Delivery Points:  
SWEPCO Wilkes Plant Sum (Meter No. 12358)  
SWEPCO Lieberman Plant (Meter No. 801531)  
SWEPCO Harry Mattison (Meter No. 811005)
- (10) Primary Term: April 1, 2023 through December 31, 2023. After primary term end date, agreement will continue year to year ("Extension Term") for 27 Extension Terms or until terminated at the



end of the primary or extension term by written notice given by Shipper to Transporter at least 180 days prior to the end of the primary or extension term.

(11) Reservation Charge of \$0.0450 per Dth based on Shipper's Contract Demand and the average number of Days in the Service Month during a calendar year regardless of the quantity of gas transported. Shipper also shall pay the applicable Base Commodity Rate per Dth for all quantities delivered. The applicable rates as provided herein shall not be subject to refund or reduction even if in excess of the maximum otherwise allowed. Shipper hereby elects to be billed on a levelized basis to the extent Transporter so determines and such option is available under the Tariff.

(12) 200,000 Dth/day

(13) Primary Receipt Points:

Clear Lake CP IC (Meter No. 822062)	80,000 Dth/day
Magnolia CP IC (Meter No. 822064)	80,000 Dth/day
Bistineau Whiskey Bay (Meter No. 822080)	40,000 Dth/day

Secondary Receipt Points:

Arcadia CP IC Rec (Meter No. 822090)  
Midcoast DD to CP (Meter No. 220020)  
PVG Storage Header Rec (Meter No. 822033)  
Cadeville CP Rec (Meter No. 810066)  
Chk/Lamid-Mansfield (Meter No. 822050)  
Kinderhawk - Line CP IC (Meter No. 220325)  
Enterprise Bulldog (Meter No. 822320)

(14) Primary Delivery Points:

TENN 800 (Header) (Meter No. 57580)	50,000 Dth/day
SESH 42 Header Del (Meter No. 898400)	120,000 Dth/day
ANR CP Del (Meter No. 13547)	30,000 Dth/day

Secondary Delivery Points:

CGT CP Del (Meter No. 13548)  
GSPL Header Del (Meter No. 3198)  
KN-MEP Header Del (Meter No. 3201)  
SESH/SONAT Header Del (Meter No. 898501)  
TGC CP Del (Meter No. 13546)  
TGT CP Del (Meter No. 13545)  
Arcadia IC CP Del (Meter No. 822091)  
PVG Storage Header Del (Meter No. 822333)  
Cadeville CP Del (Meter No. 810067)

(15) August 1, 2023 through November 30, 2027

(16) Reservation Charge of \$0.0450 per Dth based on Shipper's Contract Demand and the average number of Days in the Service Month during a calendar year regardless of the quantity of gas transported. Shipper also shall pay the applicable Base Commodity Rate per Dth for all quantities delivered. The applicable rates as provided herein shall not be subject to refund or reduction even if in excess of the maximum otherwise allowed. Shipper hereby elects to be billed on a levelized basis to the extent Transporter so determines and such option is available under the Tariff.

(17) 100,000 Dth/day

(18) Primary Receipt Points:

Clear Lake CP IC (Meter No. 822062)	50,000 Dth/day
Magnolia CP IC (Meter No. 822064)	50,000 Dth/day

Secondary Receipt Points:

Arcadia CP IC Rec (Meter No. 822090)  
Midcoast DD to CP (Meter No. 220020)  
PVG Storage Header Rec (Meter No. 822033)  
Cadeville CP Rec (Meter No. 810066)  
CHK/Lamid-Mansfield (Meter No. 822050)  
Kinderhawk - Line CP IC (Meter No. 220325)  
Enterprise Bulldog (Meter No. 822320)

(19) Primary Delivery Points:

TENN 800 (Header) (Meter No. 57580)	100,000 Dth/day
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Secondary Delivery Points:

ANR CP Del (Meter No. 13457)  
CGT CP Del (Meter No. 13548)  
GSPL Header Del (Meter No. 3198)  
KN-MEP Header Del (Meter No. 3201)  
SESH 42 Header Del (Meter No. 898400)  
SESH/SONAT Header Del (Meter No. 898501)  
TGC CP Del (Meter No. 13546)  
TGT CP Del (Meter No. 13545)

TENN 800 (Header) (Meter No. 57580)  
Arcadia IC CP Del (Meter No. 822091)  
PVG Storage Header Del (Meter 822333)  
Cadeville CP Del (Meter No. 810067)  
(20) August 1, 2023 through November 30, 2027

Executed Service Agreements

Compared to Previously Filed and Accepted  
Version of Negotiated Rate Agreements

SWN Energy Services Company, LLC (Contract No. 1011325)

and

SWN Energy Services Company, LLC (Contract No. 1011514)

**AMENDED AND RESTATED  
FIRM (RATE SCHEDULE FT)  
TRANSPORTATION SERVICE AGREEMENT  
TSA No.: 1011325**

**THIS TRANSPORTATION SERVICE AGREEMENT** ("Agreement"), between Enable Gas Transmission, LLC, a Delaware limited liability company ("Transporter"), and Shipper (defined below), covering the transportation of natural gas by Transporter on behalf of Shipper as more particularly described herein, is entered into in accordance with the following terms and conditions:

**1) SHIPPER INFORMATION:**

Shipper's Name: SWN Energy Services Company, LLC  
1000 Energy Drive  
Spring, TX 77389  
Attn: Paul Inbody Mike Ronemous  
Email: [paul\\_inbody@swn.com](mailto:paul_inbody@swn.com) [mike\\_ronemous@swn.com](mailto:mike_ronemous@swn.com)

Type of Entity: Texas limited liability company

Transporter's wire transfer information and addresses for notices and payments shall be located on Transporter's Internet Web Site.

**2) REGULATORY AUTHORITY:** Part 284: Subpart G

**3) TERM, CONTRACT DEMAND AND POINTS:**

The term (including term extensions), Contract Demand, Receipt Entitlement(s), and Receipt and Delivery Points for this Agreement shall be shown below or on any designated Attachment, as applicable. Absent designation of MRO's for any specific physical Point of Receipt, Transporter shall have no obligation to permit Shipper to utilize any such Point of Receipt or to receive any specific quantities on Shipper's behalf at such point.

Term: Effective Date: Originally November 1, 2020, as amended and restated ~~February 1, 2022~~ **August 1, 2023**, subject to FERC approval

Primary Term End Date: The end of the Day on November 30, 2027

Evergreen/Term Extension? No

Contract Demand (Dth/D): 200,000

Receipt Entitlement(s) (Dth/D): Line CP Pooling Area 200,000

<u>Primary Receipt Point(s):</u>	<u>Maximum Receipt Obligation (Dth/D)</u>
Clear Lake CP IC (Meter No. 822062)	80,000
Magnolia CP IC (Meter No. 822064)	80,000
Bistineau Whiskey Bay (Meter No. 822080)	40,000

<u>Primary Delivery Point(s):</u>	<u>Maximum Delivery Obligation (Dth/D)</u>
TENN 800 (Header) (Meter No. 57580)	50,000
SESH 42 Header Del (Meter No. 898400)	120,000
ANR CP Del (Meter No. 13547)	30,000

**4) RATE:** Unless provided otherwise in an Attachment to this Agreement in effect during the term of this Agreement, in a capacity release award, or below, Shipper shall pay, or cause to be paid, to Transporter each month for all services provided hereunder the maximum applicable rate, and any other charges, fees, direct bill amounts, taxes, assessments, or surcharges provided for in Transporter's Tariff, as on file and in effect from time to time, for each service rendered hereunder. If any applicable Attachment or this Agreement provides for a rate other than the maximum applicable rate, the following shall apply:

Shipper agrees to pay the rates specified below or on any designated Attachment for performance of certain gas transportation service under the Agreement. These rates are applicable only in accordance with the following:

**AMENDED AND RESTATED  
FIRM (RATE SCHEDULE FT)  
TRANSPORTATION SERVICE AGREEMENT  
TSA No.: 1011325  
(continued)**

(a) Term, Points and/or Rates: The term of the rates, and the Receipt Point(s) and the Delivery Point(s) eligible for such rates, are specified below.

(i) Negotiated Rate.

(ii) Description of Rate(s)/Points:

The rate which Transporter shall bill and Shipper shall pay under the Agreement for services up to Contract Demand (as in effect on the Effective Date hereof) shall be achieved by adjusting, if required, Transporter's then-effective applicable maximum Tariff rates to a level which yields a fixed daily Reservation Charge of \$0.0450 per Dth based on Shipper's Contract Demand and the average number of Days in the Service Month during a calendar year regardless of the quantity of gas transported. Shipper also shall pay the applicable Base Commodity Rate per Dth for all quantities delivered. The applicable rates as provided herein shall not be subject to refund or reduction even if in excess of the maximum otherwise allowed. Shipper hereby elects to be billed on a levelized basis to the extent Transporter so determines and such option is available under the Tariff.

Shipper shall pay a Reservation Charge each Month based on the Dth of Contract Demand specified in the Agreement, regardless of the quantity of gas transported during the Service Month.

The Receipt Point(s) eligible for the rates specified herein shall be those listed in Section 3 of the Agreement (as such Agreement provides on the Effective Date hereof), any new Receipt Point (subject to availability) constructed on Gulf Run Transmission, LLC, any new receipt point interconnection (subject to availability) constructed between Gulf Run Transmission, LLC and ETC Tiger Pipeline, LLC, and the Secondary Receipt Points listed below:

<u>Description</u>	<u>Meter No.</u>
Arcadia CP IC Rec	822090
Clear Lake CP IC	822062
Magnolia CP IC	822064
Bistineau Whiskey Bay	822080
<u>Midcoast DD to CP</u>	<u>220020</u>
<u>PVG Storage Header Rec</u>	<u>822033</u>
<u>Cadeville CP Rec</u>	<u>810066</u>
<u>Chk/Lamid-Mansfield</u>	<u>822050</u>
<u>Kinderhawk – Line CP IC</u>	<u>220325</u>
<u>Enterprise Bulldog</u>	<u>822320</u>

The Delivery Point(s) eligible for the rates specified herein shall be those listed in Section 3 of the Agreement (as such Agreement provides on the Effective Date hereof), any new delivery point interconnection (subject to availability) constructed between Gulf Run Transmission, LLC and ETC Tiger Pipeline, LLC and the Secondary Delivery Points listed below:

<u>Description</u>	<u>Meter No.</u>
ANR CP Del	13547
CGT CP Del	13548
GSPL Header Del	3198
KN-MEP Header Del	3201
SESH 42 Header Del	898400
SESH/SONAT Header Del	898501
TGC CP Del	13546
TGT CP Del	13545
TENN 800 (Header)	57580
Arcadia IC CP Del	822091
<u>PVG Storage Header Del</u>	<u>822333</u>
<u>Cadeville CP Del</u>	<u>810067</u>

**AMENDED AND RESTATED  
FIRM (RATE SCHEDULE FT)  
TRANSPORTATION SERVICE AGREEMENT  
TSA No.: 1011325  
(continued)**

If scheduled maintenance or other operational circumstances adversely affect the availability of primary firm capacity under the Agreement and Transporter notifies Shipper of the availability of non-primary capacity to receive and/or deliver other than at the points specified above, then such optional non-primary points as designated by Transporter shall be deemed eligible for the rates, quantities, and the period specified in the notice. Transporter may make such notification via e-mail, in writing or via Internet Web Site posting and the document in which such notice appears shall be deemed to amend this Agreement for the purposes hereof.

(iii) Term of Rate:

Begin Date(s): ~~February 1, 2022~~ August 1, 2023

End Date(s): The end of the Day on November 30, 2027.

- (b) Authorized Overrun: Unless Transporter agrees otherwise, the rate for any authorized overrun quantities shall be the greater of the maximum Tariff rate or the rate(s) described above or on any designated Attachment.
- (c) General: In consideration for Shipper's continuing compliance with the provisions of the Agreement, the transportation rates and charges as defined above or on any applicable Attachment for the specified services provided under the Agreement only apply to receipts from, and subsequent deliveries to, the Points of Receipt and Delivery, quantities and/or time periods described above or on any applicable Attachment and to reserved capacity necessary to effect such service. In addition to any rate or amount referred to herein (including discounted rates, Negotiated Rates, overrun rates and maximum Tariff rates), except as specifically provided otherwise herein or on any applicable Attachment, Shipper shall provide or pay and Transporter shall retain or charge Fuel Use and LUGF allowances or charges (including the EPC surcharge, if applicable) in such quantities or amounts as authorized from time to time by the Tariff and shall pay any applicable charges, penalties, surcharges, fees, taxes, assessments and/or direct billed amounts provided for in the Tariff. The rate in any month shall never be below Transporter's applicable minimum Tariff rate, unless Transporter otherwise agrees. Transporter shall not be responsible for the payment and satisfaction of any taxes assessed or levied on the receipt, transmission (and any activities in connection therewith), delivery, use and/or consumption with respect to Gas delivered or received by Shipper, unless Transporter agrees otherwise.
- (d) Rate-Related Provisions:
- (i) Consideration for Rate Granted: Transporter agrees to the rates specified herein or on any applicable Attachment in exchange for Shipper's agreement to forego credits or other benefits to which Shipper would otherwise be entitled, but only to the extent such credits or benefits would result in a greater economic benefit over the applicable term than that represented by the agreed-upon rate. Accordingly, unless Transporter otherwise agrees, Shipper will not receive credits (with the exception of (1) penalty revenue credits provided pursuant to Section 31 of the General Terms and Conditions of Transporter's Tariff, and (2) capacity release credits) from rates, refunds or other revenues collected by Transporter or Shipper if to do so would effectively result in a lower rate or greater economic benefit to Shipper; provided, however, that Transporter and Shipper can agree pursuant to Section 19.8 of the General Terms and Conditions of Transporter's Tariff that Transporter will retain some or all of the capacity release credits to the extent those credits exceed the amount of the Shipper's invoiced demand component. If the parties' agreement to the foregoing is determined invalid or if Shipper seeks to obtain credits or benefits inconsistent therewith, unless Transporter otherwise agrees, it will have the right to immediately terminate or modify any provisions herein or on any applicable Attachment that would allow Shipper to pay amounts less than the maximum applicable Tariff rate.
- (ii) Limitation on Agreed Upon Rate: Unless Transporter agrees otherwise, if at any time receipts and/or deliveries are initially sourced into the system, nominated, scheduled and/or made, by any means, including by temporary Replacement Shipper, or by operation of any Tariff mechanisms, with respect to the capacity obtained by, through or under the Agreement at points, or under conditions, other than those specified herein or on any applicable Attachment, then as of such date, and for the remainder of the Service Month in which such non-compliance occurred, or the remainder of the term of the Agreement, whichever is shorter, Shipper shall be obligated to pay no less than the maximum applicable Tariff rates for service under the Agreement.

**AMENDED AND RESTATED  
FIRM (RATE SCHEDULE FT)  
TRANSPORTATION SERVICE AGREEMENT  
TSA No.: 1011325  
(continued)**

- (iii) Regulatory Authority: This Agreement (including any applicable Attachment) is subject to Section 16 of the GT&C of Transporter's Tariff. Transporter and Shipper hereby acknowledge that this Agreement is subject to all valid and applicable federal and local laws and to the orders, rules and regulations of any duly constituted federal or local regulatory body or governmental authority having jurisdiction. Any provision of this Agreement which is determined by any court or regulatory body having jurisdiction to be invalid or unenforceable will be ineffective to the extent of such determination only, without invalidating, or otherwise affecting the validity of, the remaining provisions. Unless the parties agree otherwise, if Transporter has made a good faith determination that a federal or local law, or order, rule or regulation of any governmental authority having or asserting jurisdiction (1) requires performance by Transporter that is inconsistent with the terms specified herein or on any applicable Attachment or (2) conditions or prohibits the granting of selective discounts or other rates specified herein or on any applicable Attachment, then Transporter may provide notice that it intends to renegotiate the rates under the Agreement. If the parties fail to reach agreement within forty-five (45) days of any renegotiation notice given pursuant to the terms of this paragraph, then: (1) the rate provisions herein or on any applicable Attachment shall be terminated, and the rate for service herein or under any applicable Attachment shall be Transporter's applicable maximum Tariff rate, or (2) if Transporter's applicable maximum Tariff rate is greater than the rate for service herein or on any applicable Attachment, at the Shipper's option, the Agreement and any applicable Attachment shall terminate. The effective date of this renegotiation or termination shall be the first day of the month following the end of the 45-day renegotiation period; provided, however, that the effective date will comply with the requirements of the applicable federal or local law, or order, rule or regulation of any governmental authority having or asserting jurisdiction.
- (iv) Entire Agreement: Any applicable Attachment, shall supplement the Agreement with respect to the matters agreed to, and together shall constitute the entire understanding of the parties relating to said matters as of the effective date stated therein. Unless otherwise specified, all prior agreements, correspondence, understandings and representations are hereby superseded and replaced by any applicable Attachment and the Agreement. Except as otherwise provided herein, all terms used herein with initial capital letters are so used with the respective meanings ascribed to them in Transporter's Tariff.
- (v) Failure to Exercise Rights: Failure to exercise any right under any applicable Attachment or the Agreement shall not be considered a waiver of such right in the future. No waiver of any default in the performance of any applicable Attachment or the Agreement shall be construed as a waiver of any other existing or future default, whether of a like or different character.
- (e) Inability to Collect Negotiated Rates: If Transporter is unable to collect Negotiated Rates due to a change in Commission policy or rejection of the transaction by the Commission prior to or during the term of such transaction, then, unless the parties agree otherwise, Shipper shall pay the maximum Tariff rate for the services. In such event, Transporter shall notify Shipper in writing of the requirement to pay maximum Tariff rates and, if the maximum Tariff rates are greater than the Negotiated Rates under such transaction, Shipper shall have no more than thirty (30) days from the date of such notification to give notice in writing of termination of the applicable Agreement, with such termination to be effective no earlier than the end of the Month following the Month in which such termination notice is received.

**5) OTHER PROVISIONS:**

- 5.1) Payments shall be received by Transporter within the time prescribed by Section 14 of the GT&C of Transporter's Tariff. Amounts past due hereunder shall bear interest as provided in Section 14 of the GT&C of the Tariff. Shipper shall pay all costs associated with the collection of such past due amounts including, but not limited to, attorneys' fees and court costs. Shipper hereby represents and warrants that the party executing this Agreement on its behalf is duly authorized and possesses all necessary corporate or other authority required to legally bind Shipper.
- 5.2) Do the parties agree that the provisions of Section 13.4 of the GT&C of Transporter's Tariff shall apply with respect to third-party transportation? No

**AMENDED AND RESTATED  
FIRM (RATE SCHEDULE FT)  
TRANSPORTATION SERVICE AGREEMENT  
TSA No.: 1011325  
(continued)**

- 5.3) Does this Agreement supersede, cancel, amend, restate, substitute or correct pre-existing Transportation Service Agreement(s) between the parties? Yes  
Effective ~~February 1, 2022~~August 1, 2023, this Agreement amends and restates Transportation Service Agreement No. 1011325, originally effective November 1, 2020, as subsequently amended, restated and/or superseded prior to or as of the effective date hereof, and assigned by SWN Production (Louisiana), LLC (successor in interest to GEP Haynesville, LLC, the original Shipper hereunder) to SWN Energy Services Company, LLC, pursuant to waivers granted by the Federal Energy Regulatory Commission in Docket No. RP22-322-000.
- 5.4) Is this Agreement entered into pursuant to and subject to CAPACITY RELEASE, Section 19 of the GT&C of Transporter's Tariff? No
- 5.5) Does this Agreement include any other terms/provisions permitted by the Tariff? Yes  
In accordance with Section 19.8 of the GT&C of the Tariff, the parties hereby agree that Transporter shall retain, and not credit back to Shipper, credits for capacity releases to the extent amounts paid by or invoiced to Replacement Shipper(s) as, or attributable to, demand or reservation type charges exceed the amount of Shipper's invoiced demand component.
- 6) All modifications, amendments or supplements to the terms and provisions hereof shall be effected only by supplementary written (or electronic, to the extent Transporter permits or requires) consent of the parties.
- 7) **SIGNATURE:** This Agreement constitutes a contract with Transporter for the transportation of natural gas, subject to the terms and conditions hereof, the General Terms and Conditions attached hereto, and any applicable attachment(s), all of which are incorporated herein by reference and made part of this Agreement.

**ENABLE GAS TRANSMISSION, LLC**

**SWN ENERGY SERVICES COMPANY, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**AMENDED AND RESTATED  
FIRM (RATE SCHEDULE FT)  
TRANSPORTATION SERVICE AGREEMENT  
TSA No.: 1011325**

**GENERAL TERMS AND CONDITIONS**

1. This Agreement shall be subject to the provisions of Rate Schedule FT as well as the General Terms and Conditions ("GT&C") set forth in Transporter's Tariff, as on file and in effect from time to time, all of which by this reference are made a part hereof.
2. In accordance with Section 12.2 of the GT&C of Transporter's Tariff, Transporter shall have the right at any time, and from time to time, to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, and as set forth in said Rate Schedule and in said GT&C of Transporter's Tariff, in accordance with the Natural Gas Act or other applicable law. Nothing contained in the foregoing provision shall preclude or prevent Shipper from protesting any such changes or modifications; however, Shipper agrees to pay all rates and charges, and to comply with all terms and conditions, in effect under the Tariff.
3. Upon Shipper's failure to pay when due all or any part of amounts billed in connection with services rendered or to comply with the terms of this Agreement, Transporter may terminate this Agreement and/or suspend service, as appropriate, in accordance with the provisions of Section 14 of the GT&C of Transporter's Tariff.
4. In accordance with Section 21.1 of the GT&C of Transporter's Tariff, upon termination hereof for whatever reason, Shipper agrees to stop delivering gas to Transporter for service and, unless otherwise agreed by Transporter, to seek no further service from Transporter hereunder. Shipper agrees to cooperate with and assist Transporter in obtaining such regulatory approvals and authorizations, if any, as are necessary or appropriate in view of such termination and abandonment of service hereunder.
5. In accordance with Section 5.7(e) of the GT&C of Transporter's Tariff, termination of this Agreement shall not relieve either party of any obligation that might otherwise exist to cash-out or correct any Imbalance hereunder nor relieve Shipper of its obligation to pay any monies due hereunder to Transporter and any portions of this Agreement necessary to accomplish such purposes shall be deemed to survive for the time and to the extent required.
6. In accordance with Sections 2.1 and 2.2 of Rate Schedule FT of Transporter's Tariff, subject to the provisions of the Tariff and this Agreement, Transporter shall receive, transport, and deliver, for the account of Shipper for the purposes contemplated herein, on a firm basis a quantity of Gas up to the quantity or quantities specified in the Agreement.
7. In accordance with Sections 2.1 and 3.3 of Rate Schedule FT of Transporter's Tariff, Gas shall be (i) tendered to Transporter for transportation hereunder at the Point(s) of Receipt and (ii) delivered by Transporter after transportation to Shipper, or for Shipper's account, at the Point(s) of Delivery on the terms and at the points shown in this Agreement. Subject to the provisions of the Tariff, Transporter shall tender for delivery quantities of Gas thermally-equivalent to those delivered by Shipper, less, as applicable, Fuel Use and LUFG, or Alternate Fuel Retentions, retained.
8. Except as otherwise permitted in the Tariff, and in accordance with Section 19 of the GT&C of Transporter's Tariff, this Agreement shall not be assigned by Shipper in whole or in part, nor shall Shipper agree to provide services to others by use of any capacity contracted for under the Agreement, without Transporter's prior written consent. In addition to all other rights and remedies, Transporter may terminate the Agreement immediately if it is assigned by Shipper or if Shipper subcontracts the capacity to others contrary to the provisions hereof, whether the assignment or contract be voluntary, or by operation of law or otherwise. Subject to the above, the respective rights and obligations of the parties under the Agreement shall extend to and be binding upon their heirs, successors, assigns and legal representatives. Shipper may request that Transporter consent to Shipper's assignment of this Agreement to an entity with which Shipper is affiliated subject to the assignee's satisfaction of the criteria in Section 14 of the GT&C of Transporter's Tariff, in the situation in which, after Shipper obtains the Agreement, a corporate reorganization results in a transfer to an affiliate of the function for which the capacity was obtained. Any person which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of either party hereto, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement; and either party may assign or pledge this Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment or similar instrument which it has executed or may execute hereafter.
9. Any notice, statement, or bill provided for in this Agreement shall be in writing (or provided electronically via the Internet to the extent Transporter permits or requires) and shall be considered as having been given if hand delivered, or, if received, when mailed by United States mail, postage prepaid, to the addresses specified herein, or such other addresses as either party shall designate by written notice to the other. Additionally, notices shall be considered as having been given, if received, when sent via facsimile or through electronic data interchange.

**AMENDED AND RESTATED  
FIRM (RATE SCHEDULE FT)  
TRANSPORTATION SERVICE AGREEMENT  
TSA No.: 1011514**

**THIS TRANSPORTATION SERVICE AGREEMENT** ("Agreement"), between Enable Gas Transmission, LLC, a Delaware limited liability company ("Transporter"), and Shipper (defined below), covering the transportation of natural gas by Transporter on behalf of Shipper as more particularly described herein, is entered into in accordance with the following terms and conditions:

**1) SHIPPER INFORMATION:**

Shipper's Name: SWN Energy Services Company, LLC  
1000 Energy Drive  
Spring, TX 77389  
Attn: Paul Inbody Mike Ronemous  
Email: [paul\\_inbody@swn.com](mailto:paul_inbody@swn.com) [mike\\_ronemous@swn.com](mailto:mike_ronemous@swn.com)

Type of Entity: Texas limited liability company

Transporter's wire transfer information and addresses for notices and payments shall be located on Transporter's Internet Web Site.

**2) REGULATORY AUTHORITY: Part 284: Subpart G**

**3) TERM, CONTRACT DEMAND AND POINTS:**

The term (including term extensions), Contract Demand, Receipt Entitlement(s), and Receipt and Delivery Points for this Agreement shall be shown below or on any designated Attachment, as applicable. Absent designation of MRO's for any specific physical Point of Receipt, Transporter shall have no obligation to permit Shipper to utilize any such Point of Receipt or to receive any specific quantities on Shipper's behalf at such point.

Term: Effective Date: Originally November 1, 2020, as amended and restated ~~February 1, 2022~~ August 1, 2023, subject to FERC approval

Primary Term End Date: The end of the Day on November 30, 2027

Evergreen/Term Extension? No

Contract Demand (Dth/D): 100,000

Receipt Entitlement(s) (Dth/D): Line CP Pooling Area 100,000

<u>Primary Receipt Point(s):</u>	<u>Maximum Receipt Obligation (Dth/D)</u>
Clear Lake CP IC (Meter No. 822062)	50,000
Magnolia CP IC (Meter No. 822064)	50,000

<u>Primary Delivery Point(s):</u>	<u>Maximum Delivery Obligation (Dth/D)</u>
TENN 800 (Header) (Meter No. 57580)	100,000

**4) RATE:** Unless provided otherwise in an Attachment to this Agreement in effect during the term of this Agreement, in a capacity release award, or below, Shipper shall pay, or cause to be paid, to Transporter each month for all services provided hereunder the maximum applicable rate, and any other charges, fees, direct bill amounts, taxes, assessments, or surcharges provided for in Transporter's Tariff, as on file and in effect from time to time, for each service rendered hereunder. If any applicable Attachment or this Agreement provides for a rate other than the maximum applicable rate, the following shall apply:

Shipper agrees to pay the rates specified below or on any designated Attachment for performance of certain gas transportation service under the Agreement. These rates are applicable only in accordance with the following:

- (a) Term, Points and/or Rates: The term of the rates, and the Receipt Point(s) and the Delivery Point(s) eligible for such rates, are specified below.

**AMENDED AND RESTATED  
FIRM (RATE SCHEDULE FT)  
TRANSPORTATION SERVICE AGREEMENT  
TSA No.: 1011514  
(continued)**

(i) Negotiated Rate.

(ii) Description of Rate(s)/Points:

The rate which Transporter shall bill and Shipper shall pay under the Agreement for services up to Contract Demand (as in effect on the Effective Date hereof) shall be achieved by adjusting, if required, Transporter's then-effective applicable maximum Tariff rates to a level which yields a fixed daily Reservation Charge of \$0.0450 per Dth based on Shipper's Contract Demand and the average number of Days in the Service Month during a calendar year regardless of the quantity of gas transported. Shipper also shall pay the applicable Base Commodity Rate per Dth for all quantities delivered. The applicable rates as provided herein shall not be subject to refund or reduction even if in excess of the maximum otherwise allowed. Shipper hereby elects to be billed on a levelized basis to the extent Transporter so determines and such option is available under the Tariff.

Shipper shall pay a Reservation Charge each Month based on the Dth of Contract Demand specified in the Agreement, regardless of the quantity of gas transported during the Service Month.

The Receipt Point(s) eligible for the rates specified herein shall be those listed in Section 3 of the Agreement (as such Agreement provides on the Effective Date hereof), any new Receipt Point (subject to availability) constructed on Gulf Run Transmission, LLC, any new receipt point interconnection (subject to availability) constructed between Gulf Run Transmission, LLC and ETC Tiger Pipeline, LLC, and the Secondary Receipt Points listed below:

<u>Description</u>	<u>Meter No.</u>
Arcadia CP IC Rec	822090
Clear Lake CP IC	822062
Magnolia CP IC	822064
<u>Midcoast DD to CP</u>	<u>220020</u>
<u>PVG Storage Header Rec</u>	<u>822033</u>
<u>Cadeville CP Rec</u>	<u>810066</u>
<u>Chk/Lamid-Mansfield</u>	<u>822050</u>
<u>Kinderhawk – Line CP IC</u>	<u>220325</u>
<u>Enterprise Bulldog</u>	<u>822320</u>

The Delivery Point(s) eligible for the rates specified herein shall be those listed in Section 3 of the Agreement (as such Agreement provides on the Effective Date hereof), any new delivery point interconnection (subject to availability) constructed between Gulf Run Transmission, LLC and ETC Tiger Pipeline, LLC and the Secondary Delivery Points listed below:

<u>Description</u>	<u>Meter No.</u>
ANR CP Del	13547
CGT CP Del	13548
GSPL Header Del	3198
KN-MEP Header Del	3201
SESH 42 Header Del	898400
SESH/SONAT Header Del	898501
TGC CP Del	13546
TGT CP Del	13545
TENN 800 (Header)	57580
Arcadia IC CP Del	822091
<u>PVG Storage Header Del</u>	<u>822333</u>
<u>Cadeville CP Del</u>	<u>810067</u>

**AMENDED AND RESTATED  
FIRM (RATE SCHEDULE FT)  
TRANSPORTATION SERVICE AGREEMENT  
TSA No.: 1011514  
(continued)**

If scheduled maintenance or other operational circumstances adversely affect the availability of primary firm capacity under the Agreement and Transporter notifies Shipper of the availability of non-primary capacity to receive and/or deliver other than at the points specified above, then such optional non-primary points as designated by Transporter shall be deemed eligible for the rates, quantities, and the period specified in the notice. Transporter may make such notification via e-mail, in writing or via Internet Web Site posting and the document in which such notice appears shall be deemed to amend this Agreement for the purposes hereof.

(iii) Term of Rate:

Begin Date(s): ~~February 1, 2022~~ August 1, 2023

End Date(s): The end of the Day on November 30, 2027.

(b) Authorized Overrun: Unless Transporter agrees otherwise, the rate for any authorized overrun quantities shall be the greater of the maximum Tariff rate or the rate(s) described above or on any designated Attachment.

(c) General: In consideration for Shipper's continuing compliance with the provisions of the Agreement, the transportation rates and charges as defined above or on any applicable Attachment for the specified services provided under the Agreement only apply to receipts from, and subsequent deliveries to, the Points of Receipt and Delivery, quantities and/or time periods described above or on any applicable Attachment and to reserved capacity necessary to effect such service. In addition to any rate or amount referred to herein (including discounted rates, Negotiated Rates, overrun rates and maximum Tariff rates), except as specifically provided otherwise herein or on any applicable Attachment, Shipper shall provide or pay and Transporter shall retain or charge Fuel Use and LUFG allowances or charges (including the EPC surcharge, if applicable) in such quantities or amounts as authorized from time to time by the Tariff and shall pay any applicable charges, penalties, surcharges, fees, taxes, assessments and/or direct billed amounts provided for in the Tariff. The rate in any month shall never be below Transporter's applicable minimum Tariff rate, unless Transporter otherwise agrees. Transporter shall not be responsible for the payment and satisfaction of any taxes assessed or levied on the receipt, transmission (and any activities in connection therewith), delivery, use and/or consumption with respect to Gas delivered or received by Shipper, unless Transporter agrees otherwise.

(d) Rate-Related Provisions:

(i) Consideration for Rate Granted: Transporter agrees to the rates specified herein or on any applicable Attachment in exchange for Shipper's agreement to forego credits or other benefits to which Shipper would otherwise be entitled, but only to the extent such credits or benefits would result in a greater economic benefit over the applicable term than that represented by the agreed-upon rate. Accordingly, unless Transporter otherwise agrees, Shipper will not receive credits (with the exception of (1) penalty revenue credits provided pursuant to Section 31 of the General Terms and Conditions of Transporter's Tariff, and (2) capacity release credits) from rates, refunds or other revenues collected by Transporter or Shipper if to do so would effectively result in a lower rate or greater economic benefit to Shipper; provided, however, that Transporter and Shipper can agree pursuant to Section 19.8 of the General Terms and Conditions of Transporter's Tariff that Transporter will retain some or all of the capacity release credits to the extent those credits exceed the amount of the Shipper's invoiced demand component. If the parties' agreement to the foregoing is determined invalid or if Shipper seeks to obtain credits or benefits inconsistent therewith, unless Transporter otherwise agrees, it will have the right to immediately terminate or modify any provisions herein or on any applicable Attachment that would allow Shipper to pay amounts less than the maximum applicable Tariff rate.

(ii) Limitation on Agreed Upon Rate: Unless Transporter agrees otherwise, if at any time receipts and/or deliveries are initially sourced into the system, nominated, scheduled and/or made, by any means, including by temporary Replacement Shipper, or by operation of any Tariff mechanisms, with respect to the capacity obtained by, through or under the Agreement at points, or under conditions, other than those specified herein or on any applicable Attachment, then as of such date, and for the remainder of the Service Month in which such non-compliance occurred, or the remainder of the term of the Agreement, whichever is shorter, Shipper shall be obligated to pay no less than the maximum applicable Tariff rates for service under the Agreement.

**AMENDED AND RESTATED  
FIRM (RATE SCHEDULE FT)  
TRANSPORTATION SERVICE AGREEMENT  
TSA No.: 1011514  
(continued)**

- (iii) Regulatory Authority: This Agreement (including any applicable Attachment) is subject to Section 16 of the GT&C of Transporter's Tariff. Transporter and Shipper hereby acknowledge that this Agreement is subject to all valid and applicable federal and local laws and to the orders, rules and regulations of any duly constituted federal or local regulatory body or governmental authority having jurisdiction. Any provision of this Agreement which is determined by any court or regulatory body having jurisdiction to be invalid or unenforceable will be ineffective to the extent of such determination only, without invalidating, or otherwise affecting the validity of, the remaining provisions. Unless the parties agree otherwise, if Transporter has made a good faith determination that a federal or local law, or order, rule or regulation of any governmental authority having or asserting jurisdiction (1) requires performance by Transporter that is inconsistent with the terms specified herein or on any applicable Attachment or (2) conditions or prohibits the granting of selective discounts or other rates specified herein or on any applicable Attachment, then Transporter may provide notice that it intends to renegotiate the rates under the Agreement. If the parties fail to reach agreement within forty-five (45) days of any renegotiation notice given pursuant to the terms of this paragraph, then: (1) the rate provisions herein or on any applicable Attachment shall be terminated, and the rate for service herein or under any applicable Attachment shall be Transporter's applicable maximum Tariff rate, or (2) if Transporter's applicable maximum Tariff rate is greater than the rate for service herein or on any applicable Attachment, at the Shipper's option, the Agreement and any applicable Attachment shall terminate. The effective date of this renegotiation or termination shall be the first day of the month following the end of the 45-day renegotiation period; provided, however, that the effective date will comply with the requirements of the applicable federal or local law, or order, rule or regulation of any governmental authority having or asserting jurisdiction.
- (iv) Entire Agreement: Any applicable Attachment shall supplement the Agreement with respect to the matters agreed to, and together shall constitute the entire understanding of the parties relating to said matters as of the effective date stated therein. Unless otherwise specified, all prior agreements, correspondence, understandings and representations are hereby superseded and replaced by any applicable Attachment and the Agreement. Except as otherwise provided herein, all terms used herein with initial capital letters are so used with the respective meanings ascribed to them in Transporter's Tariff.
- (v) Failure to Exercise Rights: Failure to exercise any right under any applicable Attachment, or the Agreement shall not be considered a waiver of such right in the future. No waiver of any default in the performance of any applicable Attachment or the Agreement shall be construed as a waiver of any other existing or future default, whether of a like or different character.
- (e) Inability to Collect Negotiated Rates: If Transporter is unable to collect Negotiated Rates due to a change in Commission policy or rejection of the transaction by the Commission prior to or during the term of such transaction, then, unless the parties agree otherwise, Shipper shall pay the maximum Tariff rate for the services. In such event, Transporter shall notify Shipper in writing of the requirement to pay maximum Tariff rates and, if the maximum Tariff rates are greater than the Negotiated Rates under such transaction, Shipper shall have no more than thirty (30) days from the date of such notification to give notice in writing of termination of the applicable Agreement, with such termination to be effective no earlier than the end of the Month following the Month in which such termination notice is received.

**5) OTHER PROVISIONS:**

- 5.1) Payments shall be received by Transporter within the time prescribed by Section 14 of the GT&C of Transporter's Tariff. Amounts past due hereunder shall bear interest as provided in Section 14 of the GT&C of the Tariff. Shipper shall pay all costs associated with the collection of such past due amounts including, but not limited to, attorneys' fees and court costs. Shipper hereby represents and warrants that the party executing this Agreement on its behalf is duly authorized and possesses all necessary corporate or other authority required to legally bind Shipper.
- 5.2) Do the parties agree that the provisions of Section 13.4 of the GT&C of Transporter's Tariff shall apply with respect to third-party transportation? No

**AMENDED AND RESTATED  
FIRM (RATE SCHEDULE FT)  
TRANSPORTATION SERVICE AGREEMENT  
TSA No.: 1011514  
(continued)**

- 5.3) Does this Agreement supersede, cancel, amend, restate, substitute or correct pre-existing Transportation Service Agreement(s) between the parties? Yes  
Effective ~~February 1, 2022~~August 1, 2023, this Agreement amends and restates Transportation Service Agreement No. 1011514, originally effective November 1 2020, as subsequently amended, restated and/or superseded prior to or as of the effective date hereof, and assigned by SWN Production (Louisiana), LLC (successor in interest to GEP Haynesville, LLC, the original Shipper hereunder) to SWN Energy Services Company, LLC, pursuant to waivers granted by the Federal Energy Regulatory Commission in Docket No. RP22-322-000.
- 5.4) Is this Agreement entered into pursuant to and subject to CAPACITY RELEASE, Section 19 of the GT&C of Transporter's Tariff? No
- 5.5) Does this Agreement include any other terms/provisions permitted by the Tariff? Yes  
In accordance with Section 19.8 of the GT&C of the Tariff, the parties hereby agree that Transporter shall retain, and not credit back to Shipper, credits for capacity releases to the extent amounts paid by or invoiced to Replacement Shipper(s) as, or attributable to, demand or reservation type charges exceed the amount of Shipper's invoiced demand component.
- 6) All modifications, amendments or supplements to the terms and provisions hereof shall be effected only by supplementary written (or electronic, to the extent Transporter permits or requires) consent of the parties.
- 7) **SIGNATURE:** This Agreement constitutes a contract with Transporter for the transportation of natural gas, subject to the terms and conditions hereof, the General Terms and Conditions attached hereto, and any applicable attachment(s), all of which are incorporated herein by reference and made part of this Agreement.

**ENABLE GAS TRANSMISSION, LLC**

**SWN ENERGY SERVICES COMPANY, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**AMENDED AND RESTATED  
FIRM (RATE SCHEDULE FT)  
TRANSPORTATION SERVICE AGREEMENT  
TSA No.: 1011514**

**GENERAL TERMS AND CONDITIONS**

1. This Agreement shall be subject to the provisions of Rate Schedule FT as well as the General Terms and Conditions ("GT&C") set forth in Transporter's Tariff, as on file and in effect from time to time, all of which by this reference are made a part hereof.
2. In accordance with Section 12.2 of the GT&C of Transporter's Tariff, Transporter shall have the right at any time, and from time to time, to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, and as set forth in said Rate Schedule and in said GT&C of Transporter's Tariff, in accordance with the Natural Gas Act or other applicable law. Nothing contained in the foregoing provision shall preclude or prevent Shipper from protesting any such changes or modifications; however, Shipper agrees to pay all rates and charges, and to comply with all terms and conditions, in effect under the Tariff.
3. Upon Shipper's failure to pay when due all or any part of amounts billed in connection with services rendered or to comply with the terms of this Agreement, Transporter may terminate this Agreement and/or suspend service, as appropriate, in accordance with the provisions of Section 14 of the GT&C of Transporter's Tariff.
4. In accordance with Section 21.1 of the GT&C of Transporter's Tariff, upon termination hereof for whatever reason, Shipper agrees to stop delivering gas to Transporter for service and, unless otherwise agreed by Transporter, to seek no further service from Transporter hereunder. Shipper agrees to cooperate with and assist Transporter in obtaining such regulatory approvals and authorizations, if any, as are necessary or appropriate in view of such termination and abandonment of service hereunder.
5. In accordance with Section 5.7(e) of the GT&C of Transporter's Tariff, termination of this Agreement shall not relieve either party of any obligation that might otherwise exist to cash-out or correct any Imbalance hereunder nor relieve Shipper of its obligation to pay any monies due hereunder to Transporter and any portions of this Agreement necessary to accomplish such purposes shall be deemed to survive for the time and to the extent required.
6. In accordance with Sections 2.1 and 2.2 of Rate Schedule FT of Transporter's Tariff, subject to the provisions of the Tariff and this Agreement, Transporter shall receive, transport, and deliver, for the account of Shipper for the purposes contemplated herein, on a firm basis a quantity of Gas up to the quantity or quantities specified in the Agreement.
7. In accordance with Sections 2.1 and 3.3 of Rate Schedule FT of Transporter's Tariff, Gas shall be (i) tendered to Transporter for transportation hereunder at the Point(s) of Receipt and (ii) delivered by Transporter after transportation to Shipper, or for Shipper's account, at the Point(s) of Delivery on the terms and at the points shown in this Agreement. Subject to the provisions of the Tariff, Transporter shall tender for delivery quantities of Gas thermally-equivalent to those delivered by Shipper, less, as applicable, Fuel Use and LUGF, or Alternate Fuel Retentions, retained.
8. Except as otherwise permitted in the Tariff, and in accordance with Section 19 of the GT&C of Transporter's Tariff, this Agreement shall not be assigned by Shipper in whole or in part, nor shall Shipper agree to provide services to others by use of any capacity contracted for under the Agreement, without Transporter's prior written consent. In addition to all other rights and remedies, Transporter may terminate the Agreement immediately if it is assigned by Shipper or if Shipper subcontracts the capacity to others contrary to the provisions hereof, whether the assignment or contract be voluntary, or by operation of law or otherwise. Subject to the above, the respective rights and obligations of the parties under the Agreement shall extend to and be binding upon their heirs, successors, assigns and legal representatives. Shipper may request that Transporter consent to Shipper's assignment of this Agreement to an entity with which Shipper is affiliated subject to the assignee's satisfaction of the criteria in Section 14 of the GT&C of Transporter's Tariff, in the situation in which, after Shipper obtains the Agreement, a corporate reorganization results in a transfer to an affiliate of the function for which the capacity was obtained. Any person which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of either party hereto, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement; and either party may assign or pledge this Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment or similar instrument which it has executed or may execute hereafter.
9. Any notice, statement, or bill provided for in this Agreement shall be in writing (or provided electronically via the Internet to the extent Transporter permits or requires) and shall be considered as having been given if hand delivered, or, if received, when mailed by United States mail, postage prepaid, to the addresses specified herein, or such other addresses as either party shall designate by written notice to the other. Additionally, notices shall be considered as having been given, if received, when sent via facsimile or through electronic data interchange.