

December 9, 2022

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-

New Negotiated Rate Agreement

Dear Ms. Bose:

Enable Gas Transmission, LLC ("EGT") hereby electronically submits for filing with the Federal Energy Regulatory Commission ("Commission") as part of its FERC NGA Gas Tariff, Third Revised Volume Filed Agreements ("Tariff"), the following tariff records proposed to be effective December 12, 2022:

<u>Version</u>	<u>Description</u>	<u>Title</u>
54.0.0	Section 2.0	Negotiated Rate Agreements
0.0.0	Section 2.42	Performance Proppants, LLC 1012091 (RS FT)

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

The purpose of this filing, made in accordance with the provisions of Section 154.204 of the Commission's Regulations, is to submit a new negotiated rate agreement with Performance Proppants, LLC ("Performance Proppants"), TSA No. 1012091 (RS FT) in which EGT will provide firm transportation service to Performance Proppants under Rate Schedule FT (TSA No. 1012091). This TSA was entered into pursuant to an Interconnect Agreement between the parties dated August 1, 2022, providing for the construction of a new interconnecting lateral and primary delivery point in Bossier Parish, Louisiana. The transportation service will commence on the later of 1) November 20, 2022 or 2) the in-service date of the proposed primary delivery point, which is now scheduled for an in-service date of December 12, 2022, and extend for a primary term of two (2) years from the service commencement date.

In accordance with Section 12.3, General Terms and Conditions, of the Tariff, EGT is submitting an entire copy of the negotiated rate agreement for Commission review. EGT hereby confirms that the submitted TSA does not deviate in any material aspect from the applicable Rate Schedule Form of Service Agreement in the Tariff. Therefore, no redlined version of the agreement is included with this filing.

### **IMPLEMENTATION AND WAIVER REQUEST**

Pursuant to Section 154.7(a)(9) of the Commission's Regulations, EGT requests that the proposed tariff records be accepted effective December 12, 2022, which is the effective date of the new negotiated rate agreement. 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

Ms. Kimberly D. Bose, Secretary Federal Energy Regulatory Commission December 9, 2022 Page 2

necessary to allow the proposed tariff records in this filing to become effective on December 12, 2022, as requested.

## **CONTENTS OF THE FILING**

This filing is made in electronic format in compliance with Section 154.4 of the Commission's Regulations. The proposed tariff record in RTF format and one proposed tariff record in whole document format with metadata attached are being submitted as part of an XML filing package containing the following:

- A transmittal letter including Statement of Nature, Reasons and Basis in PDF format.
- A clean copy of the proposed tariffs record in PDF format.
- A marked version of the proposed tariff changes in PDF format.
- 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:

Michael T. Langston 1

Vice President
Chief Regulatory Officer
Enable Gas Transmission, LLC
1300 Main Street
Houston, TX 77002
(713) 989-7610
(713) 989-1205 (Fax)
michael.langston@energytransfer.com

Lawrence J. Biediger 1 2

Sr. Director, Rates and Regulatory Affairs Enable Gas Transmission, LLC 1300 Main Street Houston, TX 77002 (713) 989-7670 (713) 989-1205 (Fax) larry.biediger@energytransfer.com

Jonathan F. Christian <sup>1</sup>
Assistant General Counsel
Enable Gas Transmission, LLC
1300 Main Street
Houston, TX 77002
(713) 989-2795
(713) 989-1189 (Fax)

jonathan.christian@energytransfer.com

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

Designated to receive service pursuant to Rule 2010 of 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>&</sup>lt;sup>2</sup> Designated as responsible Company official under Section 154.7(a)(2) of the Commission's Regulations.

Ms. Kimberly D. Bose, Secretary Federal Energy Regulatory Commission December 9, 2022 Page 3

accessible via <a href="https://pipelines.energytransfer.com/ipost/EGT">https://pipelines.energytransfer.com/ipost/EGT</a> 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

## **NEGOTIATED RATE AGREEMENTS**

## **TABLE OF CONTENTS**

Section 2.1	_	SWN Energy Services Company, LLC (assignee of GEP Haynesville, LLC) 1011514 (RS FT)
Section 2.2	-	Shell Energy North America (US), L.P., (successor by merger to Coral Energy Resources, L.P.) 1003054 (RS FT)
Section 2.3	-	Blue Mountain Midstream LLC 1011347 (RS FT)
Section 2.4	_	Pilgrim's Pride Corporation 1010887 (RS FT)
Section 2.5	_	Southwestern Electric Power Company 1006349 (RS EFT)
Section 2.6	_	Entergy Arkansas, Inc. 1009621 (RS FT)
Section 2.7	_	Entergy Arkansas, Inc. 1009622 (RS FT)
Section 2.8	_	Entergy Arkansas, Inc. 1007861 [RS PHS (Park/Loan)]
Section 2.9	_	SWN Energy Services Company, LLC (assignee of GEP Haynesville, LLC) 1011325 (RS FT)
Section 2.10	-	Southwestern Electric Power Company 1006888 (RS EFT)
Section 2.12	-	Tenaska Marketing Ventures 1011608 (RS FT)
Section 2.13	_	BP Energy Company (assignee of Petrohawk Energy Corporation) 1005249 (RS FT)
Section 2.14	_	BP Energy Company (assignee of Petrohawk Energy Corporation) 1006279 (RS FT)
Section 2.16	_	Summit Utilities Oklahoma, Inc. (assignee of CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Oklahoma Gas) 1001019 (RS FT)
Section 2.19	_	Summit Utilities Arkansas, Inc. (assignee of CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Arkansas Gas) 1008596 (RS FT)
Section 2.22	-	CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Louisiana Gas 1001017 (RS FT)
Section 2.25	_	Summit Utilities Arkansas, Inc. (assignee of CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Texas Gas Operations) 1001018 (RS FT)
Section 2.28	_	CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Texas Gas Operations 1004987 (RS FT)
Section 2.31	_	Ternium USA, Inc. 1004601 (RS FT)

Section 2.34	_	Ovintiv Marketing Inc. 1011022 (RS FT)
Section 2.36	_	Green Bay Packaging Inc. 1000176 (RS FT)
Section 2.37	_	Black Hills Energy Arkansas, Inc. 1003771 (RS FT)
Section 2.38	_	Red River Army Depot 1010443 (RS FT)
Section 2.40	_	Arkansas Oklahoma Gas Corporation 1005193 (RS FT)
Section 2.41	_	Weyerhaeuser NR Company 1007729 (RS FT)
Section 2.42	_	Performance Proppants, LLC 1012091 (RS FT)

## Enable Gas Transmission, LLC

FERC NGA Gas Tariff

Third Revised Volume Filed Agreements

Section 2.42, Version 0.0.0

Effective December 12, 2022

Performance Proppants, LLC 1012091 (RS FT)

Option Code "A"

## SUPERSEDING FIRM (RATE SCHEDULE FT) TRANSPORTATION SERVICE AGREEMENT TSA No.: 1012091

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:

Performance Proppants, LLC

4803 Benton Road Bossier City, LA 71111 Attn: W.G. "Bill" Bowdon IV Email: bill@perfproppants.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.

Service Commencement Date: The later of 1) November 20, 2022 or 2) In-Service Date of the

Proposed Primary Delivery Point described below, subject to FERC approval

Primary Term End Date:

Two (2) years from the Service Commencement Date

Evergreen/Term Extension?

Yes

After Primary Term End Date, Agreement will continue year to year thereafter and until terminated by written notice given by either party to the other party at least one hundred and eighty (180) days prior to the end of the primary term or any extended term thereafter.

Contract Demand (Dth/D):

1,500

Receipt Entitlement(s) (Dth/D):

South Pooling Area 1,500

Primary Receipt Point(s):

Gulf Run @ LIM-3 (Meter No. TBD)

Maximum Receipt Obligation (Dth/D)

1,500 Effective the later of January 1, 2023

or its In-Service Date

Receipt Point(s):

All generally available Receipt Points and Pools in the

South Pooling Area

Receipt Quantity (Dth/D)

1,500 Effective Service Commencement Date through the later of January 1, 2023 or In-Service Date of the Primary Receipt

Point

Primary Delivery Point(s):

Proposed point of interconnection to be constructed in Bossier Parish, Louisiana between Transporter and the proposed pipeline system of Shipper as further described in that certain Interconnect Agreement between Transporter and Shipper dated August 1, 2022, as amended

Maximum Delivery Obligation (Dth/D)

1,500

# SUPERSEDING FIRM (RATE SCHEDULE FT) TRANSPORTATION SERVICE AGREEMENT TSA No.: 1012091 (continued)

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) <u>Term, Points and/or Rates</u>: 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) <u>Description of Rate(s)/Points</u>:

The rate which Transporter shall bill and Shipper shall pay under the Agreement for services up to Contract Demand (as in effect on the Service Commencement Date hereof) shall be achieved by adjusting, if required, Transporter's then-effective applicable maximum Tariff rates to a level which yields a unit rate ("Transmission Allowance"), of \$0.9440 per Dth, when calculated on an assumed 100% load factor basis, 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 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 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.

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 Service Commencement Date hereof).

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 Service Commencement Date hereof).

(iii) Term of Rate:

Begin Date(s): Service Commencement Date

End Date(s): Two (2) years from the Service Commencement Date

- (b) Authorized Overrun: Any authorized overrun quantities shall be at the applicable maximum Tariff rate.
- (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:

# SUPERSEDING FIRM (RATE SCHEDULE FT) TRANSPORTATION SERVICE AGREEMENT TSA No.: 1012091 (continued)

- Consideration for Rate Granted: Transporter agrees to the rates specified herein or on any applicable (i) 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) <u>Limitation on Agreed Upon Rate</u>: 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.
- Regulatory Authority: This Agreement (including any applicable Attachment) is subject to Section 16 of (iii) 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.

# SUPERSEDING FIRM (RATE SCHEDULE FT) TRANSPORTATION SERVICE AGREEMENT TSA No.: 1012091 (continued)

(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) <u>Inability to Collect Negotiated Rates</u>: 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:

- 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
- 5.3) Does this Agreement supersede, cancel, amend, restate, substitute or correct pre-existing Transportation Service Agreement(s) between the parties? Yes
  - This Agreement supersedes and cancels Transportation Service Agreement No. 1012091 originally effective the later of 1) October 1, 2022 or 2) the In-Service Date of the proposed Primary Delivery Point described above.
- 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
- 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.
- 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**

## PERFORMANCE PROPPANTS, LLC

D	Beth Hickey	Bv:	as Duce	a gaid
By: Name:	Beth Hickey	Name:	W.G. "Bill" Bowdon IV	
Title:	EVP, US Gas Pipelines 11/15/2022	Title: Date:	President and CEO	
Date:	11/13/2022	Date		

## SUPERSEDING FIRM (RATE SCHEDULE FT) TRANSPORTATION SERVICE AGREEMENT TSA No.: 1012091

#### **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.

#### **AMENDMENT**

This Amendment is made and entered into as of November 1, 2022, by and between **ENABLE GAS TRANSMISSION**, **LLC ("ENABLE")** and **PERFORMANCE PROPPANTS INC. ("COMPANY")**. ENABLE and COMPANY are sometimes referred to herein as individually as a "Party" and collectively as the "Parties".

#### WITNESSETH:

WHEREAS, ENABLE and PERFORMANCE PROPPANTS INC. ("PERFORMANCE PROPPANTS") made and entered into that certain Interconnection Agreement, effective August 1, 2022, covering the installation and operation of the lateral and interconnect from EGT to PERFORMANCE PROPPANTS (the "Agreement"); and

WHEREAS, ENABLE and COMPANY wish to amend the Agreement in the manner specified below.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein provided, the parties hereby agree to amend the Agreement in the following respects only:

I.

<u>Exhibit "A"</u> is hereby deleted in its entirety and the attached <u>Exhibit "A-1"</u> shall be substituted therefor. All references in the Agreement to <u>Exhibit "A"</u> shall be amended to reference <u>Exhibit "A-1"</u>.

This Amendment is effective November 1, 2022. Except as expressly amended hereby, all terms, conditions and provisions of the Agreement, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this amendment to be executed as of the date first herein above written.

ENABLE GAS TRANSMISSION, LLC	PERFORMANCE PROPPANTS INC.		
("ENABLE")	("COMPANY")		
By: Steven Hearn  EDAGF56A1FAD4E0	By:		
Steven Hearn Name:	Name: w.c. Bow du		
Title:VP - Interstate Mktg & BD	Title: oxeo		
SB JFC CA			

## EXHIBIT "A-1"

## Scope, Location, Description, Design Parameters, and Interconnection Schematic

This Exhibit A-1 to the Interconnection Agreement between **ENABLE GAS TRANSMISSION, LLC** ("Enable") and **PERFORMANCE PROPPANTS INC.** ("Company"), dated August 1, 2022, is incorporated by reference and for all purposes made a part of said Agreement.

### A. Scope

Install a new 850 ft lateral and delivery meter station capable of delivering 6,000 MSCF/Day. The new delivery meter station will have a 2" Coriolis meter, 3" control valve, EFM, and communications. Regulation is not included. Site purchase and dirt work is included.

#### **B.** Location Description

Location of proposed facilities shall be in Section 18 Township 16N Range 12W, Bossier Parish, Louisiana.

#### C. Description of Enable Facilities

Enable Facilities include the following major components:

- Tap and valve assembly
- Custody Meter
- Standard EFM
- SCADA/RTU and communications
- 850 ft Pipeline Lateral
- Other valves and piping

## D. Interconnection Flange between Enable and Company

The Interconnection Flange shall be the outlet flange of the block valve located downstream of the custody meter with the following parameters:

Size: 3"

Rating: ANSI 600 Raised Face

A dielectric insulation kit to electrically isolate the two (2) party's pipeline facilities shall be installed at the Interconnection Flange.

#### E. Operating Pressure

The maximum allowable operating pressure at the Interconnection Flange is 500 PSIG.

## F. Design Parameters

The minimum and maximum Daily Flow Rate design of the measurement facilities during normal operations are as follows:

Minimum Daily Flow Rate: 600 MSCF/Day
Maximum Daily Flow Rate: 6,000 MSCF/Day

Measurement Pressure (maximum):
Measurement Pressure (minimum):

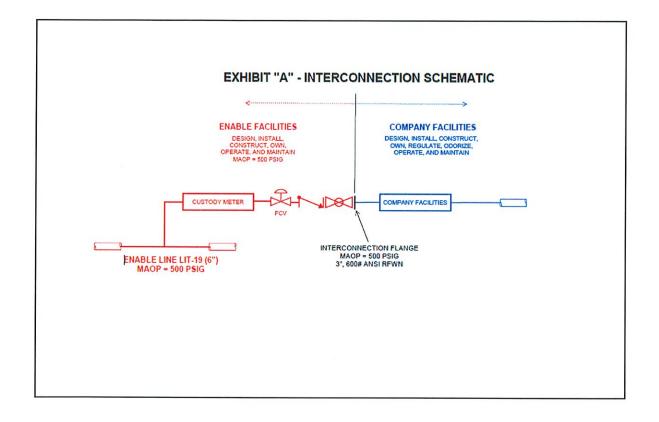
425 PSIG 200 PSIG

Measurement Temperature (normal operating):

60 Degrees F

#### **G.** Interconnection Schematic

Line LIT-19 (6") MAOP = 500 psig





## **NEGOTIATED RATE AGREEMENTS**

## **TABLE OF CONTENTS**

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Section 2.2	-	Shell Energy North America (US), L.P., (successor by merger to Coral Energy Resources, L.P.) 1003054 (RS FT)
Section 2.3	_	Blue Mountain Midstream LLC 1011347 (RS FT)
Section 2.4	_	Pilgrim's Pride Corporation 1010887 (RS FT)
Section 2.5	_	Southwestern Electric Power Company 1006349 (RS EFT)
Section 2.6	_	Entergy Arkansas, Inc. 1009621 (RS FT)
Section 2.7	_	Entergy Arkansas, Inc. 1009622 (RS FT)
Section 2.8	_	Entergy Arkansas, Inc. 1007861 [RS PHS (Park/Loan)]
Section 2.9	_	SWN Energy Services Company, LLC (assignee of GEP Haynesville, LLC) 1011325 (RS FT)
Section 2.10	_	Southwestern Electric Power Company 1006888 (RS EFT)
Section 2.12	_	Tenaska Marketing Ventures 1011608 (RS FT)
Section 2.13	_	BP Energy Company (assignee of Petrohawk Energy Corporation) 1005249 (RS FT)
Section 2.14	_	BP Energy Company (assignee of Petrohawk Energy Corporation) 1006279 (RS FT)
Section 2.16	-	Summit Utilities Oklahoma, Inc. (assignee of CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Oklahoma Gas) 1001019 (RS FT)
Section 2.19	-	Summit Utilities Arkansas, Inc. (assignee of CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Arkansas Gas) 1008596 (RS FT)
Section 2.22	_	CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Louisiana Gas 1001017 (RS FT)
Section 2.25	-	Summit Utilities Arkansas, Inc. (assignee of CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Texas Gas Operations) 1001018 (RS FT)
Section 2.28	_	CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Texas Gas Operations 1004987 (RS FT)
Section 2.31	_	Ternium USA, Inc. 1004601 (RS FT)

Section 2.34	_	Ovintiv Marketing Inc. 1011022 (RS FT)
3600011 2.34		Ovintiv Marketing Inc. 1011022 (N311)
Section 2.36	-	Green Bay Packaging Inc. 1000176 (RS FT)
Section 2.37	_	Black Hills Energy Arkansas, Inc. 1003771 (RS FT)
Section 2.38	_	Red River Army Depot 1010443 (RS FT)
Section 2.40	_	Arkansas Oklahoma Gas Corporation 1005193 (RS FT)
Section 2.41	_	Weyerhaeuser NR Company 1007729 (RS FT)
Section 2.42	_	Performance Proppants, LLC 1012091 (RS FT)