



January 19, 2024

Ms. Debbie-Anne A. Reese, Acting Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

Re: Gulf Run Transmission, LLC
Docket No. RP24-
Negotiated Rate Agreement

Dear Ms. Reese:

Gulf Run Transmission, LLC ("Gulf Run") hereby electronically submits for filing with the Federal Energy Regulatory Commission ("Commission") the following revised tariff record to its FERC NGA Gas Tariff, Original Volume No. 1 ("Tariff"), proposed to be effective February 19, 2024.

| <u>Version</u> | <u>Description</u> | <u>Title</u> |
|----------------|--------------------|---------------------------|
| 5.0.0 | Negotiated Rates | Currently Effective Rates |

STATEMENT OF NATURE, REASONS AND BASIS

The purpose of this filing is to submit to the Commission the summary of the negotiated rate agreement with Golden Pass LNG Terminal LLC ("Golden Pass") on Rate Schedule FTS, Contract No. 20001. Contract No. 20001 replaces and updates in its entirety the previous agreement with Golden Pass, Contract No. 20000, under Rate Schedule FTS which terminated on June 30, 2023. The new agreement, Contract No. 20001, updates the rate, term and receipt quantities, effective July 1, 2023. A redlined comparison of the agreements which reflects the modifications from the previous agreement, Contract No. 20000, to the new agreement, Contract No. 20001, is provided as Attachment A to provide full transparency of the tariff record updates.

IMPLEMENTATION AND WAIVER REQUEST

Due to an administrative oversight, Gulf Run neglected to file a summary of Contract No. 20001 before its July 1, 2023, effective date, however such information was posted timely to Gulf Run's Internet Website via firm transactional reporting as well as on Gulf Run's Quarterly Index of Customers for the Third Quarter, effective July 1, 2023, which was filed on June 30, 2023. Gulf Run respectfully requests that, if the Commission determines suspension to be in order, only the minimum suspension be imposed. Pursuant to Section 154.7(a)(9) of the Commission's Regulations, Gulf Run requests that the proposed tariff record submitted herewith be accepted effective February 19, 2024.

Gulf Run respectfully requests the Commission grant any waivers of the Commission's Regulations that it deems necessary to allow the proposed tariff record in the instant filing to become effective on February 19, 2024, as requested.

The Commission has begun to evaluate requests for waivers using the “four-factor test”. The Commission grants waivers of tariff provisions where: (1) the applicant acted in good faith; (2) the waiver is limited in scope; (3) the waiver addresses a concrete problem; and (4) the waiver does not have undesirable consequences, such as harming third parties.¹ Gulf Run respectfully contends that the circumstances here satisfy the foregoing criteria.

First, Gulf Run has acted in good faith by submitting this filing as soon as it became aware of the administrative oversight. Second, Gulf Run’s waiver request above is limited in scope to replacing an agreement with a related agreement for Golden Pass under Rate Schedule FTS. Third, Gulf Run’s requested waiver addresses a concrete problem because, absent the waiver, the currently filed tariff record for Negotiated Rates is not correct. Finally, Gulf Run’s requested waiver does not result in undesirable consequences, such as harm to any third parties because the information was posted timely to Gulf Run’s Internet Website and timely reported on Gulf Run’s Third Quarterly Index of Customers for 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 including a Statement of Nature, Reasons and Basis 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.
- A redlined comparison of the agreement modifications shown on Attachment A.
- A copy of the complete filing in PDF format for publishing in eLibrary.

COMMUNICATIONS, PLEADINGS AND ORDERS

Gulf Run 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. Langston²
Vice President
Chief Regulatory Officer
Gulf Run Transmission, LLC
1300 Main Street
Houston, TX 77002
(713) 989-7610
(713) 989-1205 (Fax)
michael.langston@energytransfer.com

Jonathan F. Christian²
Assistant General Counsel
Gulf Run Transmission, LLC
1300 Main Street
Houston, TX 77002
(713) 989-2795
(713) 989-1212 (Fax)
jonathan.christian@energytransfer.com

¹ See, e.g., *Citizens Sunrise Transmission LLC*, 171 FERC ¶ 61,106, at P 10 (2020).

Ms. Debbie-Anne A. Reese, Acting Secretary
Federal Energy Regulatory Commission
January 19, 2024
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Lawrence J. Biediger^{2 3}

Sr. Director, Rates and Regulatory Affairs
Gulf Run Transmission, LLC
1300 Main Street
Houston, TX 77002
(713) 989-7670
(713) 989-1205 (Fax)
larry.biediger@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 Gulf Run's office at 1300 Main Street, Houston, Texas 77002. In addition, copies of this filing are being served on jurisdictional customers and interested state regulatory agencies. Gulf Run has posted a copy of this filing on its Internet Website accessible via <https://pipelines.energytransfer.com/ipost/GR> 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,

GULF RUN TRANSMISSION, LLC

/s/ Lawrence J. Biediger

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

² Designated to receive service pursuant to Rule 2010 of the Commission's Rules of Practice and Procedure. Gulf Run respectfully requests the Commission waive Rule 203(b)(3), 18 C.F.R. § 385.203(b)(3), in order to allow Gulf Run to include additional representatives on the official service list.

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

Currently Effective Rates
 Negotiated Rates

| <u>Shipper</u> | <u>Contract Number</u> | <u>Rate Schedule</u> | <u>Negotiated Rates</u> | <u>Quantity</u> | <u>Point(s) of Receipt</u> | <u>Point(s) of Delivery</u> | <u>Term</u> |
|-------------------------------------|------------------------|----------------------|-------------------------|-----------------|----------------------------|-----------------------------|-------------|
| Golden Pass LNG Terminal LLC | 20001 | FTS | (1) | (2) | (3) | (4) | (5) |
| Paloma Natural Gas, LLC | 20007 | FTS | (6) | (7) | (8) | (9) | (10) |
| Rockcliff Energy Operating LLC | 20006 | FTS | (11) | (12) | (13) | (14) | (15) |
| Southwest Energy, L.P. | 20015 | FTS | (16) | (17) | (18) | (19) | (20) |
| Chesapeake Energy Marketing, L.L.C. | 20025 | FTS | (21) | (22) | (23) | (24) | (25) |
| Trunkline Gas Company, LLC | 20200 | FTS | (26) | (27) | (28) | (29) | (30) |

These negotiated rate agreements do not deviate in any material respect from the Form of Service Agreement in the Tariff.

- (1) Daily Reservation Rate: \$0.2150/Dth
 Commodity Rate: \$0.0100/Dth
 Transporter's Use: 1.0% fixed
 Authorized Overrun Rate:
 \$0.125/Dth applicable to all quantities scheduled in excess of the contract MDQ at Shipper's Primary Delivery Point
 \$0.35/Dth applicable to all quantities scheduled for delivery in excess of the contract MDQ (through segmentation or otherwise) at any delivery point other than Shipper's Primary Delivery Point

Most Favored Nations:

Favored Nations Rate: If at any time during the Term of the Agreement Transporter contracts at a negotiated or discounted rate with any firm shipper for capacity on Transporter's facilities which (i) originates at any of the Receipt Points on Line CP and (ii) extends to any Delivery Point south of the Westdale compressor station, for a primary term which is equal to or greater than three (3) years, then to the extent that such rate is lower than the Shipper's Negotiated Rates under the Agreement ("Shipper's Negotiated Rate") for shipments of its MDQ for firm capacity to a delivery point south of the Westdale compressor station (such rate, the "Lower Rate"), Transporter shall offer to reduce Shipper's Negotiated Rate to a rate equal to the Lower Rate (the "Favored Nations Rate") by written notice to Shipper within ten (10) days of executing any such contract, and Shipper shall inform Transporter whether it wishes to exercise such right within ten (10) days of its receipt of such notice from Transporter; provided, however, if Shipper does not provide Transporter any notice within such ten (10) day-period, Shipper shall be deemed to have exercised such right and accepted the Favored Nations Rate.

Application of Favored Nations Rate: The Favored Nations Rate shall only be effective for the same term and the MDQ as to which the Lower Rate is applicable, if Shipper elects to receive service under the Agreement at such Favored Nations Rate. Transporter shall not be required to offer any Lower Rate to Shipper that (i) applies to any contract with Shipper or any of Shipper's subsidiaries; (ii) applies to any contract with power generators, industrial users (other than liquefied natural gas terminals), or local distribution companies for deliveries to their primary points on Transporter (not including any primary points at an interconnection point between Transporter and another pipeline); or (iii) results from the temporary assignment or release of firm capacity by Shipper that applies to a contract with a power generator, industrial user or local distribution company for delivery by Transporter to a primary point that is at an interconnection with another pipeline. For purposes of determining whether the rate offered to any firm shipper is a Lower Rate, Transporter shall compare on a 100% Load Factor Basis all of the reservation and commodity rates, charges, and surcharges that are applicable to such firm shipper with the same rate components of Shipper's Negotiated Rate. "100% Load Factor Basis" means the sum of the applicable daily rates, charges and surcharges; provided, however, if any rate, charge or surcharge applicable to either Shipper or such firm shipper is stated as a monthly reservation fee, the daily equivalent of such monthly reservation fee shall be determined by multiplying (A) the monthly reservation fee, times (B) twelve (12), and dividing the product by three-hundred and sixty-five (365).

Enhanced MDRO: If at any time during the Term of the Agreement Transporter contracts with any firm shipper for capacity on Transporter's facilities with an Enhanced MDRO, as defined in the Tariff, greater than or equal to 2.5 times the Shipper's MDQ, then Shipper's Daily Reservation Rate hereunder shall be reduced by \$0.0100/Dth.

(2) 1,100,000 Dth/day

(3) Primary Receipt Point(s):

| | |
|---|---------------|
| Carthage Receipt Area | 940,000 MDRO |
| Markwest East TX CP (Meter No. 220050) | 60,000 Dth/D |
| Eastrans DCP Carthage CP (Meter No. 220015) | 30,000 Dth/D |
| Midcoast DD to CP (Meter No. 220020) | 50,000 Dth/D |
| Azure Midstream Energy (Meter No. 822320) | 130,000 Dth/D |
| Marlin Midstream (Meter No. 220025) | 30,000 Dth/D |
| EMP Waskom Plant ST-21 (Meter No. 220040) | 90,000 Dth/D |
| Gemini Panola (Meter No. 291010) | 550,000 Dth/D |
| Haynesville West Receipt Area | 940,000 MDRO |
| Regency @ Logansport (Meter No. 822072) | 200,000 Dth/D |
| State Line Gath/Momentu (Meter No. 822070) | 100,000 Dth/D |
| Magnolia Gas - Keatchie (Meter No. 822040) | 340,000 Dth/D |
| TGG @ Desoto (Meter No. 220090) | 100,000 Dth/D |
| CHK/LAMID-Mansfield (Meter No. 822050) | 150,000 Dth/D |
| Kinderhawk - Line CP IC (Meter No. 220325) | 50,000 Dth/D |
| Haynesville East Receipt Area | 940,000 MDRO |
| Clear Lake CP IC (Meter No. 822062) | 200,000 Dth/D |
| Acadian Red River CP (Meter No. 15007) | 240,000 Dth/D |
| Bistineau Whiskey Bay (Meter No. 822080) | 200,000 Dth/D |
| Magnolia CP IC (Meter No. 822064) | 300,000 Dth/D |
| Perryville Receipt Area | 750,000 MDRO |
| CGT CP REC (Meter No. 220030) | 350,000 Dth/D |
| Enable EGT to GR (Meter No. 291856) | 200,000 Dth/D |
| KN-MEP Header Rec (Meter No. 2201) | 200,000 Dth/D |

(4) Primary Delivery Point(s):
 Golden Pass Pipeline (Meter No. 808311) 1,100,000 Dth/D

(5) July 1, 2023 - June 30, 2043

(6) Daily Reservation Rate: \$0.1250/Dth on 100% load factor basis, based on contract demand and the actual number of days in the service month during the calendar year regardless of the quantity of gas transported

Commodity Rate: Usage-1 Rate per Dth plus \$0.0087/Dth for all quantities delivered

Additional Charges:

Excess Quantity Charge - \$0.1041/Dth applicable to all delivered quantities in excess of the MDQ, through segmentation or otherwise, for such services

Transportation Services -

from Enable Gas Transmission, LLC's (EGT) Core System (as defined in EGT's Tariff) to Transporter's Zone 1: Fuel Use and LUFG from EGT's Tariff

within Transporter's Zone 1: Fuel Use and LUFG from Transporter's Tariff

- (7) 50,000 Dth/day
- (8) Regency @ Logansport (Meter No. 822072) and all generally available points and pools in the Zone 1 - Carthage Pooling Area
- (9) ETC/HPL DEL (Meter No. 822000) and all generally available points and pools in the Zone 1 - Carthage Pooling Area
- (10) January 1, 2023 - December 31, 2025
- (11) Negotiated Rate:

Daily Reservation Rate: \$0.2700/Dth on 100% load factor basis, based on Shipper's MDQ and the actual number of days in the service month during the calendar year regardless of the quantity of gas transported

Commodity Rate: Usage-1 Rate from Transporter's Tariff and/or Usage Rate from Trunkline Gas Company, LLC's (Trunkline) Tariff as applicable

Additional Charges:

Excess Quantity Charge - at Transporter's and/or Trunkline's maximum Tariff Rate applicable to all delivered quantities scheduled for delivery in excess of the contract MDQ through segmentation or otherwise

Trunkline East Louisiana Service Area - if Shipper nominates and Transporter schedules deliveries to points/pools located in the Trunkline East Louisiana Service Area (as described in Trunkline's Tariff), including all plants and pipeline interconnects, the applicable rate shall be the rates described above plus \$0.0800/Dth

- (12) 100,000 Dth/day Period 1 (October 1, 2023 - December 31, 2023)
350,000 Dth/day Period 2 (January 1, 2024 - December 31, 2026)
- (13) Primary Receipt Point(s): Gemini Panola (Meter No. 291010) and all generally available points and pools in Transporter's Zone 1, including Secondary Receipt Points:
PVG Storage Header Rec (Meter No. 822033)
Arcadia CP IC Rec (Meter No. 822090)
Cadeville CP Rec (Meter No. 810066)
Markewest East TX CP (Meter No. 220050)
- (14) Primary Delivery Point(s): specified below as well as all generally available Delivery Points in Transporter's Zone 1

Period 1 - LA Storage (Meter No. 93084)

Period 2 - LA Storage (Meter No. 93084), TETCO (Beauregard Parish) (Meter No. 81717)*, Ragley Exchange - Transco (Meter No. 80277)

* via Trunkline Gas Company, LLC's contract with LA Storage L.L.C. (Meter No. 624723). Upon the in-service date of the Trunkline Beauregard meter, the first day of the following month, the Primary delivery will be Trunkline Meter No. 81717.

Including Secondary Delivery Points:

All Transporter Delivery Points located in Transporter's Zone 1 and Zone 2
 All Trunkline Delivery Points located east of Transporter in Trunkline's Field Zone
 PVG Storage Header DEL (Meter No. 822333)
 Arcadia IC CP DEL (Meter No. 822091)
 Cadeville CP DEL (Meter No. 810067)
 All Perryville Hub Delivery Points

(15) October 1, 2023 - December 31, 2026

(16) Daily Reservation Rate: \$0.2731/Dth for Period 1 and \$0.1041/Dth for Period 2 and Period 3 on 100% load factor basis, based on Shipper's Contract Demand and the actual number of days in the service month during a calendar year regardless of the quantity of gas transported

Commodity Rate: Usage-1 Rate from Transporter's Tariff per Dth for all quantities delivered

Authorized Overrun Rate:

\$0.00 for Period 1 for Zone 2 only for all Authorized Overrun quantities up to 280,000 Dth/day, all Authorized Overrun quantities in Zone 2 during Period 1 in excess of 280,000 Dth/day and all other authorized overrun quantities shall be the greater of the maximum Tariff rate or the rate(s) described above

(17) 300,000 Dth/day

(18) Primary Receipt Point(s): Enterprise Bulldog (Meter No. 822320), Regency @ Logansport (Meter No. 822072), State Line Gath - Momentum GR (Meter No. 822070), Magnolia Gas - Keatchie (Meter No. 822040), Acadian Red River GR (Meter No. 808762), Bistineau Whiskey Bay (Meter No. 822080), Magnolia GR (Meter No. 822064) and all generally available points and pools in Transporter's Zone 1

(19) Primary Delivery Point(s): TGT GR (Meter No. 13545), ANR GR (Meter No. 13547), SESH 42 Header GR (Meter No. 898400), Tenn 800 Header GR (Meter No. 57580), Trunkline @ Vinton (Meter No. 292545) and all generally available points and pools in Transporter's Zone 1

(20) Period 1: January 1, 2023 - December 31, 2023
 Period 2: January 1, 2024 - March 31, 2025
 Period 3: April 1, 2025 - October 31, 2026

(21) Daily Reservation Rate: \$0.1350/Dth on 100% load factor basis, based on Shipper's Contract Demand and the actual number of days in the service month during a calendar year regardless of the quantity of gas transported

Commodity Rate: Usage-1 Rate from Transporter's Tariff per Dth for all quantities delivered

Additional Charges:

Excess Quantity Charge - \$0.1000/Dth applicable to all delivered quantities in excess of the MDQ, through segmentation or otherwise, for such services

Authorized Overrun - \$0.1000 for any quantity of gas authorized by Transporter in excess of the MDQ within a zone or any segment

(22) 200,000 Dth/day Period 1 (January 1, 2023 - June 30, 2023)
 200,000 Dth/day Period 2 (July 1, 2023 - December 31, 2023)
 475,000 Dth/day Period 3 (January 1, 2024 - October 31, 2024)
 375,000 Dth/day Period 4 (November 1, 2024 - October 31, 2026)
 275,000 Dth/day Period 5 (November 1, 2026 - December 31, 2026)

| (23) Primary Receipt Point(s): | <u>Pd 1</u> | <u>Pd 2</u> | <u>Pd 3</u> | <u>Pd 4</u> | <u>Pd 5</u> (Dth/day) |
|--------------------------------|-------------|-------------|-------------|-------------|-----------------------|
| Magnolia Gas - Keatchie | 50,000 | 50,000 | 50,000 | 25,000 | n/a |
| CHK/Lamid | 50,000 | 50,000 | 50,000 | 25,000 | n/a |
| Clear Lake GR | n/a | 50,000 | 50,000 | 25,000 | n/a |
| Magnolia GR | 100,000 | 50,000 | 50,000 | 25,000 | n/a |
| Ajax Plant GR | n/a | n/a | 275,000 | 275,000 | 275,000 |

Secondary Receipt Points: Magnolia Gas - Keatchie (Meter No. 822040), CHK/Lamid - Mansfield (Meter No. 822050), Clear Lake GR (Meter No. 822064), Magnolia GR (Meter No. 822062), Kinderhawk GR IC (Meter No. 220325), TGG @ DeSoto (Meter No. 220090), PVG Storage Header GR (Meter No. 822033), Arcadia GR (Meter No. 822090) and any future Receipt Point in path

| | | | | | | |
|------|----------------------------|-------------|-------------|-------------|-------------|-----------------------|
| (24) | Primary Delivery Point(s): | <u>Pd 1</u> | <u>Pd 2</u> | <u>Pd 3</u> | <u>Pd 4</u> | <u>Pd 5</u> (Dth/day) |
| | TGC GR | n/a | n/a | 30,000 | 30,000 | 30,000 |
| | SESH 42 Header GR | 200,000 | 200,000 | 350,000 | 250,000 | 150,000 |
| | Tenn 800 Header GR | n/a | n/a | 45,000 | 45,000 | 45,000 |
| | CGT GR | n/a | n/a | 50,000 | 50,000 | 50,000 |

Secondary Delivery Points: PVG Storage Header GR (Meter No. 822033), Arcadia GR (Meter No. 822090), TGT GR (Meter No. 13545), ANR GR (Meter No. 13547), KN-MEP Header GR (Meter No. 3201), Golden Pass Pipeline (Meter No. 808311), Trunkline @ Vinton (Meter No. 292545), TGC GR (Meter No. 13546), Tenn 800 Header GR (Meter No. 57580), CGT GR (Meter No. 13548), and any future Delivery Point in path

- (25) Primary Term: January 1, 2023 - December 31, 2026; after Primary Term End Date, Shipper shall have the option to extend service under the Agreement, at the same rates, terms and conditions as those applicable for up to two Secondary Terms of three (3) years, for all or part of the firm capacity subscribed by Shipper during the Primary Term up to 275,000 Dth/day from Primary Receipt Point Ajax Plant GR. Notification of any extension must be received prior to 180 days from the then current Primary Term End Date

- (26) Reservation Charge: \$0.2731/Dth on 100% load factor basis, based on Shipper's Maximum Daily Quantity and the actual number days in the service month during a calendar year regardless of gas transported.

Commodity Charge: Usage-1 Rate \$0.0042/Dth

Authorized Overrun: Any authorized overrun quantities shall be the greater of the maximum Tariff rate or the rate(s) described above.

- (27) 151,210 Dth/day (Period 1)
 201,187 Dth/day (Period 2)

- (28) ETC HPL to GR (Meter No. 822000)

- (29) Trunkline @ Vinton (Meter No. 292545)

- (30) Period 1: December 19, 2023 through the day before the start of Period 2.
 Period 2: The later of the In-Service Date of the South Louisiana Project or April 1, 2025, provided, however, if the South Louisiana Project is not in service before April 1, 2026, then April 1, 2026 and continuing for a period of ten (10) years.

MARKED VERSION

Currently Effective Rates
 Negotiated Rates

| <u>Shipper</u> | <u>Contract Number</u> | <u>Rate Schedule</u> | <u>Negotiated Rates</u> | <u>Quantity</u> | <u>Point(s) of Receipt</u> | <u>Point(s) of Delivery</u> | <u>Term</u> |
|-------------------------------------|-------------------------------|----------------------|-------------------------|-----------------|----------------------------|-----------------------------|-------------|
| Golden Pass LNG Terminal LLC (5) | 20000 <u>20001</u> | FTS | | (1) | (2) | (3) | (4) |
| Paloma Natural Gas, LLC | 20007 | FTS | (6) | (7) | (8) | (9) | (10) |
| Rockcliff Energy Operating LLC | 20006 | FTS | (11) | (12) | (13) | (14) | (15) |
| Southwest Energy, L.P. | 20015 | FTS | (16) | (17) | (18) | (19) | (20) |
| Chesapeake Energy Marketing, L.L.C. | 20025 | FTS | (21) | (22) | (23) | (24) | (25) |
| Trunkline Gas Company, LLC | 20200 | FTS | (26) | (27) | (28) | (29) | (30) |

These negotiated rate agreements do not deviate in any material respect from the Form of Service Agreement in the Tariff.

- (1) Daily Reservation Rate: \$0.~~02872~~150/Dth
 Commodity Rate: \$0.0100/Dth
 Transporter's Use: 1.0% fixed
 Authorized Overrun Rate:
 \$0.125/Dth applicable to all quantities scheduled in excess of the contract MDQ at Shipper's Primary Delivery Point
 \$0.35/Dth applicable to all quantities scheduled for delivery in excess of the contract MDQ (through segmentation or otherwise) at any delivery point other than Shipper's Primary Delivery Point

Most Favored Nations:

Favored Nations Rate: If at any time during the Term of the Agreement Transporter contracts at a negotiated or discounted rate with any firm shipper for capacity on Transporter's facilities which (i) originates at any of the Receipt Points on Line CP and (ii) extends to any Delivery Point south of the Westdale compressor station, for a primary term which is equal to or greater than three (3) years, then to the extent that such rate is lower than the Shipper's Negotiated Rates under the Agreement ("Shipper's Negotiated Rate") for shipments of its MDQ for firm capacity to a delivery point south of the Westdale compressor station (such rate, the "Lower Rate"), Transporter shall offer to reduce Shipper's Negotiated Rate to a rate equal to the Lower Rate (the "Favored Nations Rate") by written notice to Shipper within ten (10) days of executing any such contract, and Shipper shall inform Transporter whether it wishes to exercise such right within ten (10) days of its receipt of such notice from Transporter; provided, however, if Shipper does not provide Transporter any notice within such ten (10) day-period, Shipper shall be deemed to have exercised such right and accepted the Favored Nations Rate.

Application of Favored Nations Rate: The Favored Nations Rate shall only be effective for the same term and the MDQ as to which the Lower Rate is applicable, if Shipper elects to receive service under the Agreement at such Favored Nations Rate. Transporter shall not be required to offer any Lower Rate to Shipper that (i) applies to any contract with Shipper or any of Shipper's subsidiaries; (ii) applies to any contract with power generators, industrial users (other than liquefied natural gas terminals), or local distribution companies for deliveries to their primary points on Transporter (not including any primary points at an interconnection point between Transporter and another pipeline); or (iii) results from the temporary assignment or release of firm capacity by Shipper that applies to a contract with a power generator, industrial user or local distribution company for delivery by Transporter to a primary point that is at an interconnection with another pipeline. For purposes of determining whether the rate offered to any firm shipper is a Lower Rate, Transporter shall compare on a 100% Load Factor Basis all of the reservation and commodity rates, charges, and surcharges that are applicable to such firm shipper with the same rate components of Shipper's Negotiated Rate. "100% Load Factor Basis" means the sum of the applicable daily rates, charges and surcharges; provided, however, if any rate, charge or surcharge applicable to either Shipper or such firm shipper is stated as a monthly reservation fee, the daily equivalent of such monthly reservation fee shall be determined by multiplying (A) the monthly reservation fee, times (B) twelve (12), and dividing the product by three-hundred and sixty-five (365).

Enhanced MDRO: If at any time during the Term of the Agreement Transporter contracts with any firm shipper for capacity on Transporter's facilities with an Enhanced MDRO, as defined in the Tariff, greater than or equal to 2.5 times the Shipper's MDQ, then Shipper's Daily Reservation Rate hereunder shall be reduced by \$0.0100/Dth.

(2) 1,100,000 Dth/day

(3) Primary Receipt Point(s):

| | |
|---|------------------------------|
| Carthage Receipt Area | 940,000 MDRO |
| Markwest East TX CP (Meter No. 220050) | 60,000 Dth/D |
| Eastrans DCP Carthage CP (Meter No. 220015) | 30,000 Dth/D |
| Midcoast DD to CP (Meter No. 220020) | 50,000 Dth/D |
| Azure Midstream Energy (Meter No. 822320) | 130,000 Dth/D |
| Marlin Midstream (Meter No. 220025) | 30,000 Dth/D |
| EMP Waskom Plant ST-21 (Meter No. 220040) | 90,000 Dth/D |
| Gemini Panola (Meter No. 291010) | 550,000 Dth/D |
| Haynesville West Receipt Area | 940,000 MDRO |
| Regency @ Logansport (Meter No. 822072) | 200,000 Dth/D |
| State Line Gath/Momentu (Meter No. 822070) | 100,000 Dth/D |
| Magnolia Gas - Keatchie (Meter No. 822040) | 340,000 Dth/D |
| TGG @ Desoto (Meter No. 220090) | 100,000 Dth/D |
| CHK/LAMID-Mansfield (Meter No. 822050) | 150,000 Dth/D |
| Kinderhawk - Line CP IC (Meter No. 220325) | 50,000 Dth/D |
| Haynesville East Receipt Area | 940,000 MDRO |
| Clear Lake CP IC (Meter No. 822062) | 250 200,000 Dth/D |
| Acadian Red River CP (Meter No. 15007) | 90 240,000 Dth/D |
| Bistineau Whiskey Bay (Meter No. 822080) | 250 200,000 Dth/D |
| Magnolia CP IC (Meter No. 822064) | 350 300,000 Dth/D |
| Perryville Receipt Area | 750,000 MDRO |
| CGT CP REC (Meter No. 220030) | 350,000 Dth/D |
| Enable EGT to GR (Meter No. 291856) | 200,000 Dth/D |
| KN-MEP Header Rec (Meter No. 2201) | 200,000 Dth/D |

(4) Primary Delivery Point(s):
 Golden Pass Pipeline (Meter No. 808311) 1,100,000 Dth/D

(5) ~~January-July~~ 1, 2023 - June 30, ~~2023~~2043

(6) Daily Reservation Rate: \$0.1250/Dth on 100% load factor basis, based on contract demand and the actual number of days in the service month during the calendar year regardless of the quantity of gas transported

Commodity Rate: Usage-1 Rate per Dth plus \$0.0087/Dth for all quantities delivered

Additional Charges:

Excess Quantity Charge - \$0.1041/Dth applicable to all delivered quantities in excess of the MDQ, through segmentation or otherwise, for such services

Transportation Services -

from Enable Gas Transmission, LLC's (EGT) Core System (as defined in EGT's Tariff) to Transporter's Zone 1: Fuel Use and LUFG from EGT's Tariff

within Transporter's Zone 1: Fuel Use and LUFG from Transporter's Tariff

- (7) 50,000 Dth/day
- (8) Regency @ Logansport (Meter No. 822072) and all generally available points and pools in the Zone 1 - Carthage Pooling Area
- (9) ETC/HPL DEL (Meter No. 822000) and all generally available points and pools in the Zone 1 - Carthage Pooling Area
- (10) January 1, 2023 - December 31, 2025
- (11) Negotiated Rate:

Daily Reservation Rate: \$0.2700/Dth on 100% load factor basis, based on Shipper's MDQ and the actual number of days in the service month during the calendar year regardless of the quantity of gas transported

Commodity Rate: Usage-1 Rate from Transporter's Tariff and/or Usage Rate from Trunkline Gas Company, LLC's (Trunkline) Tariff as applicable

Additional Charges:

Excess Quantity Charge - at Transporter's and/or Trunkline's maximum Tariff Rate applicable to all delivered quantities scheduled for delivery in excess of the contract MDQ through segmentation or otherwise

Trunkline East Louisiana Service Area - if Shipper nominates and Transporter schedules deliveries to points/pools located in the Trunkline East Louisiana Service Area (as described in Trunkline's Tariff), including all plants and pipeline interconnects, the applicable rate shall be the rates described above plus \$0.0800/Dth

- (12) 100,000 Dth/day Period 1 (October 1, 2023 - December 31, 2023)
350,000 Dth/day Period 2 (January 1, 2024 - December 31, 2026)
- (13) Primary Receipt Point(s): Gemini Panola (Meter No. 291010) and all generally available points and pools in Transporter's Zone 1, including Secondary Receipt Points:
PVG Storage Header Rec (Meter No. 822033)
Arcadia CP IC Rec (Meter No. 822090)
Cadeville CP Rec (Meter No. 810066)
Markewest East TX CP (Meter No. 220050)
- (14) Primary Delivery Point(s): specified below as well as all generally available Delivery Points in Transporter's Zone 1

Period 1 - LA Storage (Meter No. 93084)

Period 2 - LA Storage (Meter No. 93084), TETCO (Beauregard Parish) (Meter No. 81717)*, Ragley Exchange - Transco (Meter No. 80277)

* via Trunkline Gas Company, LLC's contract with LA Storage L.L.C. (Meter No. 624723). Upon the in-service date of the Trunkline Beauregard meter, the first day of the following month, the Primary delivery will be Trunkline Meter No. 81717.

Including Secondary Delivery Points:

All Transporter Delivery Points located in Transporter's Zone 1 and Zone 2
 All Trunkline Delivery Points located east of Transporter in Trunkline's Field Zone
 PVG Storage Header DEL (Meter No. 822333)
 Arcadia IC CP DEL (Meter No. 822091)
 Cadeville CP DEL (Meter No. 810067)
 All Perryville Hub Delivery Points

(15) October 1, 2023 - December 31, 2026

(16) Daily Reservation Rate: \$0.2731/Dth for Period 1 and \$0.1041/Dth for Period 2 and Period 3 on 100% load factor basis, based on Shipper's Contract Demand and the actual number of days in the service month during a calendar year regardless of the quantity of gas transported

Commodity Rate: Usage-1 Rate from Transporter's Tariff per Dth for all quantities delivered

Authorized Overrun Rate:

\$0.00 for Period 1 for Zone 2 only for all Authorized Overrun quantities up to 280,000 Dth/day, all Authorized Overrun quantities in Zone 2 during Period 1 in excess of 280,000 Dth/day and all other authorized overrun quantities shall be the greater of the maximum Tariff rate or the rate(s) described above

(17) 300,000 Dth/day

(18) Primary Receipt Point(s): Enterprise Bulldog (Meter No. 822320), Regency @ Logansport (Meter No. 822072), State Line Gath - Momentum GR (Meter No. 822070), Magnolia Gas - Keatchie (Meter No. 822040), Acadian Red River GR (Meter No. 808762), Bistineau Whiskey Bay (Meter No. 822080), Magnolia GR (Meter No. 822064) and all generally available points and pools in Transporter's Zone 1

(19) Primary Delivery Point(s): TGT GR (Meter No. 13545), ANR GR (Meter No. 13547), SESH 42 Header GR (Meter No. 898400), Tenn 800 Header GR (Meter No. 57580), Trunkline @ Vinton (Meter No. 292545) and all generally available points and pools in Transporter's Zone 1

(20) Period 1: January 1, 2023 - December 31, 2023
 Period 2: January 1, 2024 - March 31, 2025
 Period 3: April 1, 2025 - October 31, 2026

(21) Daily Reservation Rate: \$0.1350/Dth on 100% load factor basis, based on Shipper's Contract Demand and the actual number of days in the service month during a calendar year regardless of the quantity of gas transported

Commodity Rate: Usage-1 Rate from Transporter's Tariff per Dth for all quantities delivered

Additional Charges:

Excess Quantity Charge - \$0.1000/Dth applicable to all delivered quantities in excess of the MDQ, through segmentation or otherwise, for such services

Authorized Overrun - \$0.1000 for any quantity of gas authorized by Transporter in excess of the MDQ within a zone or any segment

(22) 200,000 Dth/day Period 1 (January 1, 2023 - June 30, 2023)
 200,000 Dth/day Period 2 (July 1, 2023 - December 31, 2023)
 475,000 Dth/day Period 3 (January 1, 2024 - October 31, 2024)
 375,000 Dth/day Period 4 (November 1, 2024 - October 31, 2026)
 275,000 Dth/day Period 5 (November 1, 2026 - December 31, 2026)

| (23) Primary Receipt Point(s): | <u>Pd 1</u> | <u>Pd 2</u> | <u>Pd 3</u> | <u>Pd 4</u> | <u>Pd 5</u> (Dth/day) |
|--------------------------------|-------------|-------------|-------------|-------------|-----------------------|
| Magnolia Gas - Keatchie | 50,000 | 50,000 | 50,000 | 25,000 | n/a |
| CHK/Lamid | 50,000 | 50,000 | 50,000 | 25,000 | n/a |
| Clear Lake GR | n/a | 50,000 | 50,000 | 25,000 | n/a |
| Magnolia GR | 100,000 | 50,000 | 50,000 | 25,000 | n/a |
| Ajax Plant GR | n/a | n/a | 275,000 | 275,000 | 275,000 |

Secondary Receipt Points: Magnolia Gas - Keatchie (Meter No. 822040), CHK/Lamid - Mansfield (Meter No. 822050), Clear Lake GR (Meter No. 822064), Magnolia GR (Meter No. 822062), Kinderhawk GR IC (Meter No. 220325), TGG @ DeSoto (Meter No. 220090), PVG Storage Header GR (Meter No. 822033), Arcadia GR (Meter No. 822090) and any future Receipt Point in path

| | | | | | | |
|------|----------------------------|-------------|-------------|-------------|-------------|-----------------------|
| (24) | Primary Delivery Point(s): | <u>Pd 1</u> | <u>Pd 2</u> | <u>Pd 3</u> | <u>Pd 4</u> | <u>Pd 5</u> (Dth/day) |
| | TGC GR | n/a | n/a | 30,000 | 30,000 | 30,000 |
| | SESH 42 Header GR | 200,000 | 200,000 | 350,000 | 250,000 | 150,000 |
| | Tenn 800 Header GR | n/a | n/a | 45,000 | 45,000 | 45,000 |
| | CGT GR | n/a | n/a | 50,000 | 50,000 | 50,000 |

Secondary Delivery Points: PVG Storage Header GR (Meter No. 822033), Arcadia GR (Meter No. 822090), TGT GR (Meter No. 13545), ANR GR (Meter No. 13547), KN-MEP Header GR (Meter No. 3201), Golden Pass Pipeline (Meter No. 808311), Trunkline @ Vinton (Meter No. 292545), TGC GR (Meter No. 13546), Tenn 800 Header GR (Meter No. 57580), CGT GR (Meter No. 13548), and any future Delivery Point in path

- (25) Primary Term: January 1, 2023 - December 31, 2026; after Primary Term End Date, Shipper shall have the option to extend service under the Agreement, at the same rates, terms and conditions as those applicable for up to two Secondary Terms of three (3) years, for all or part of the firm capacity subscribed by Shipper during the Primary Term up to 275,000 Dth/day from Primary Receipt Point Ajax Plant GR. Notification of any extension must be received prior to 180 days from the then current Primary Term End Date

- (26) Reservation Charge: \$0.2731/Dth on 100% load factor basis, based on Shipper's Maximum Daily Quantity and the actual number days in the service month during a calendar year regardless of gas transported.

Commodity Charge: Usage-1 Rate \$0.0042/Dth

Authorized Overrun: Any authorized overrun quantities shall be the greater of the maximum Tariff rate or the rate(s) described above.

- (27) 151,210 Dth/day (Period 1)
 201,187 Dth/day (Period 2)

- (28) ETC HPL to GR (Meter No. 822000)

- (29) Trunkline @ Vinton (Meter No. 292545)

- (30) Period 1: December 19, 2023 through the day before the start of Period 2.
 Period 2: The later of the In-Service Date of the South Louisiana Project or April 1, 2025, provided, however, if the South Louisiana Project is not in service before April 1, 2026, then April 1, 2026 and continuing for a period of ten (10) years.

Golden Pass LNG Terminal LLC Service Agreement

Comparison of Contract No. 20001 to Previously
Effective Contract No. 20000
Rate Schedule FTS

**FIRM (RATE SCHEDULE FTS)
TRANSPORTATION SERVICE AGREEMENT**

Date: August 5, 2021

Contract No.: TBD

SERVICE AGREEMENT

THIS TRANSPORTATION SERVICE AGREEMENT ("Agreement"), between Enable Gulf Run 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: Golden Pass LNG Terminal LLC
811 Louisiana, Suite 1500
Houston, TX 77002

Type of Entity: Delaware 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, MDQ, AND POINTS:

The term (including term extensions), MDQ, Maximum Daily Receipt Obligation, Maximum Daily Delivery Obligation, Transportation Path, and Receipt and Delivery Points for this Agreement shall be shown below or on any designated Attachment, as applicable. Absent designation of MDRO 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:

Service Commencement Date: The later of 1) ~~January 1, 2023 or 2) the first date that the Service Commencement Date of~~ Project Facilities ~~(as defined described~~ in that certain Precedent Agreement between the parties dated September 13, 2018, as amended (hereinafter "Precedent Agreement") ~~) are placed into service,") or 2) July 1, 2023.~~ subject to FERC approval-

Primary Term End Date: ~~June 30, 2023~~ Twenty (20) years from the Service Commencement Date

Evergreen/Term Extension? ~~No~~ Yes
After Primary Term End Date.

(a) Shipper shall have the option to secure service under the Agreement, at the same rates, terms and conditions as those applicable for the Primary Term for a Secondary Term of five (5) years, for all or part of the firm capacity subscribed by Shipper during the Primary Term. To the extent that the MDQ is reduced pursuant to the foregoing, then the total Maximum Daily Receipt Obligations ("MDROs") and Maximum Daily Delivery Obligations ("MDDOs") must be reduced proportionately, and this Agreement shall be amended as necessary. Shipper's option to elect a Secondary Term must be exercised no less than three (3) years prior to the expiration of the Primary Term.

(b) Shipper shall have the option to secure service under the Agreement for up to three (3) Subsequent Terms following the Secondary Term, for a Subsequent Term of five (5) years per extension, for all or part of the firm capacity subscribed by Shipper during the later of the Secondary Term or a prior Subsequent Term. To the extent that the MDQ is reduced pursuant to the foregoing, then the total MDROs and MDDOs must be reduced

FIRM (RATE SCHEDULE ~~FTSFT~~)
TRANSPORTATION SERVICE AGREEMENT

Date: August 5, 2021

Contract No.: TBD

(continued)

proportionately. Shipper's option to elect a Subsequent Term must be exercised no less than three (3) years prior to the expiration of the Secondary Term or any Subsequent Term in effect, as applicable.

(c) Following a Primary Term, Secondary Term, or Subsequent Term, if Shipper has not elected (or does not have the option to elect) a continuance of the Agreement, as described above, the Agreement shall automatically extend for successive one (1) year periods (the "Evergreen Terms") until either Party terminates the Agreement by providing written notice to the other Party at least one hundred eighty (180) days prior to the end of the then-current term of the Agreement.

MDQ (Dth/D): 1,100,000

Transportation Path: See Exhibit A

Receipt Entitlements(s) (Dth/D): See Exhibit A

Receipt Area Entitlements(s): See Exhibit A

Delivery Entitlement(s) (Dth/D): See Exhibit A

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.

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 on Exhibit A.

(b) Authorized Overrun: See Exhibit A. Unless Transporter agrees otherwise, the rate for any authorized overrun quantities shall be the rate(s) described in Exhibit A, Section 3 and 4.

(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 Transporter's Use allowances or charges 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

FIRM (RATE SCHEDULE ~~FTSFT~~)
TRANSPORTATION SERVICE AGREEMENT

Date: August 5, 2021

Contract No.: TBD

(continued)

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 9.6 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 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.
- (iii) Regulatory Authority: 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,

**FIRM (RATE SCHEDULE ~~FTSFT~~)
TRANSPORTATION SERVICE AGREEMENT**

Date: August 5, 2021

Contract No.: TBD

(continued)

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 Attachment, if applicable, 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:

- (a) Payments shall be received by Transporter within the time prescribed by Section 25 of the General Terms and Conditions of Transporter's Tariff. Amounts past due hereunder shall bear interest as provided in Section 25 of the General Terms and Conditions 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.
- (b) Does this Agreement supersede, cancel, amend, restate, substitute or correct pre-existing Transportation Service Agreement(s) between the parties? No
- (c) If this Agreement is entered into pursuant to and subject to CAPACITY RELEASE, Section 16 of the General Terms and Conditions of Transporter's Tariff? No
- (d) Does this Agreement include any other terms/provisions permitted by the Tariff? Yes
See Exhibit A
- (e) This Agreement is subject to the collateral or credit provisions as follows or set forth on Attachment A hereto.

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 GULF RUN TRANSMISSION, LLC

GOLDEN PASS LNG TERMINAL LLC

By: _____
Name: Rodney J. Sailor
Title: President and Chief Executive Officer
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**FIRM (RATE SCHEDULE ~~FTS~~)
TRANSPORTATION SERVICE AGREEMENT**

Date: August 5, 2021

Contract No.: TBD

**(continued)
GENERAL TERMS AND CONDITIONS**

1. This Agreement shall be subject to the provisions of Rate Schedule FTS 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 34.3 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 25 of the GT&C of Transporter's Tariff.
4. In accordance with Section 18 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 6.6 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 cashout 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(b) and 2(c) of Rate Schedule FTS 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(b) of Rate Schedule FTS 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 Transporter's Use retained.
8. Except as otherwise permitted in the Tariff, and in accordance with Section 16 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 25 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.

**FIRM (RATE SCHEDULE FTS)
TRANSPORTATION SERVICE AGREEMENT**

Date: August 5, 2021

Contract No.: TBD

GENERAL TERMS AND CONDITIONS

(continued)

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.
10. THE INTERPRETATION AND PERFORMANCE OF THE AGREEMENT SHALL BE IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.

**FIRM (RATE SCHEDULE FTS)
TRANSPORTATION SERVICE AGREEMENT**

Date: August 5, 2021

Contract No.: TBD

GENERAL TERMS AND CONDITIONS
(continued)
EXHIBIT A

Exhibit A Effective Date: Service Commencement Date

Exhibit A to the Agreement under Rate Schedule FTS dated July 9, 2021 between Enable Gulf Run Transmission, LLC (Transporter) and Golden Pass LNG Terminal, LLC (Shipper) concerning Primary Receipt Point(s), Primary Delivery Point(s), Transportation quantities, rates and other terms.

MDQ: 1,100,000 Dth/D

Term: ~~From Twenty (20) years from~~ the Service Commencement Date ~~through June 30, 2023~~

| Transportation Path | | | | | |
|---|-----------------------------|-----------|---|-----------|---------------------|
| Path Description | Beginning Point of Path | Meter No. | Ending Point of Path | Meter No. | Path Capacity Dth/D |
| ST-1 to Line CP Zone 1 | EMP Waskom Plant ST-21 | 220040 | ST-1 to Line CP Junction | N/A | 90,000 |
| Line CP Carthage Eastward to Westdale Compressor Station Zone 1 | Markwest East TX CP | 220050 | Eastrans DCP Carthge_CP | 220015 | 60,000 |
| | Eastrans DCP Carthge_CP | 220015 | Midcoast DD to CP | 220020 | 90,000 |
| | Midcoast DD to CP | 220020 | Azure Midstream Energy | 822320 | 140,000 |
| | Azure Midstream Energy | 822320 | Marlin Midstream | 220025 | 270,000 |
| | Marlin Midstream | 220025 | ST-1 to Line CP Junction | N/A | 300,000 |
| | ST-1 to Line CP Junction | N/A | Gemini Panola | 291010 | 390,000 |
| | Gemini Panola | 291010 | Westdale Compressor Station | N/A | 940,000 |
| Line CP Perryville Westward to Westdale Compressor Station Zone 1 | KN-MEP Header Rec | 2201 | CGT CP REC | 220030 | 200,000 |
| | CGT CP REC | 220030 | Enable Core | 291856 | 550,000 |
| | Enable Core | 291856 | Magnolia CP IC | 822064 | 750,000 |
| | Magnolia CP IC | 822064 | Westdale Compressor Station | N/A | 940,000 |
| Westdale Compressor Station Southward to Starks, LA Zone 2 | Westdale Compressor Station | N/A | Starks, LA (GPPL – Golden Pass Pipeline) | TBD | 1,100,000 |

FIRM (RATE SCHEDULE FTS)
TRANSPORTATION SERVICE AGREEMENT

Date: August 5, 2021

Contract No.: TBD

EXHIBIT A
(continued)

| Receipt Entitlement(s) and Receipt Area Entitlement(s) | | | |
|--|-----------|-------------|------------------------|
| Receipt Area/Meter Name | Meter No. | Total MDRO* | Entitlement Dth/D |
| Carthage Receipt Area | | 940,000 | |
| Markwest East TX CP | 220050 | | 60,000 |
| Eastrans DCP Carthge_CP | 220015 | | 30,000 |
| Midcoast DD to CP | 220020 | | 50,000 |
| Azure Midstream Energy | 822320 | | 130,000 |
| Marlin Midstream | 220025 | | 30,000 |
| EMP Waskom Plant ST-21 | 220040 | | 90,000 |
| Gemini Panola | 291010 | | 550,000 |
| Haynesville West Receipt Area | | 940,000 | |
| Regency @ Logansport | 822072 | | 200,000 |
| State Line Gath/Momentu | 822070 | | 100,000 |
| Magnolia Gas – Keatchie | 822040 | | 340,000 |
| TGG @ Desoto | 220090 | | 100,000 |
| CHK/LAMID-Mansfield | 822050 | | 150,000 |
| Kinderhawk – Line CP IC | 220325 | | 50,000 |
| Haynesville East Receipt Area | | 940,000 | |
| Clear Lake CP IC | 822062 | | 250 200,000 |
| Acadian Red River CP | 15007 | | 90 240,000 |
| Bistineau Whiskey Bay | 822080 | | 250 200,000 |
| Magnolia CP IC | 822064 | | 350 300,000 |
| Perryville Receipt Area | | 750,000 | |
| CGT CP REC | 220030 | | 350,000 |
| Enable (EGT to GR – to be Constructed) | TBD | | 200,000 |
| KN-MEP Header Rec | 2201 | | 200,000 |

*The aggregate of all the MDROs may exceed MDQ.

| Delivery Entitlement(s) | | | |
|--|-----------|------------|---------------------------|
| Primary Delivery Point(s) | Meter No. | MDO Dth/D* | Minimum Delivery Pressure |
| Golden Pass Pipeline (GPPL- to be Constructed) | TBD | 1,100,000 | 700 psig |

*The aggregate of all the MDDOs may not exceed MDQ.

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.

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**EXHIBIT A
(continued)**

Rates: \$0.~~0287~~2150/Dth of MDQ Daily Reservation
 \$0.0100/Dth Commodity

Transporter's Use: 1.0 percent (fixed)*

* Shipper may be subject to other fuel surcharges if required at the applicable secondary receipt and delivery points other than the receipt and delivery points in Zone 1 existing as of the date of this Agreement.

Other Terms:

1. Most Favored Nations:

- a. Favored Nations Rate. If at any time during the Term of the Agreement Transporter contracts at a negotiated or discounted rate with any firm shipper for capacity on Transporter's facilities which (i) originates at any of the Receipt Points on Line CP and (ii) extends to any Delivery Point south of the Westdale compressor station, for a primary term which is equal to or greater than three (3) years, then to the extent that such rate is lower than Shipper's Negotiated Rates under the Agreement ("Shipper's Negotiated Rate") for shipments of its MDQ for firm capacity to a delivery point south of the Westdale compressor station (such rate, the "Lower Rate"), Transporter shall offer to reduce Shipper's Negotiated Rate to a rate equal to the Lower Rate (the "Favored Nations Rate") by written notice to Shipper within ten (10) days of executing any such contract, and Shipper shall inform Transporter whether it wishes to exercise such right within ten (10) days of its receipt of such notice from Transporter; provided, however, if Shipper does not provide Transporter any notice within such ten (10) day-period, Shipper shall be deemed to have exercised such right and accepted the Favored Nations Rate.
- b. Application of Favored Nations Rate. The Favored Nations Rate shall only be effective for the same term and MDQ as to which the Lower Rate is applicable, if Shipper elects to receive service under the Agreement at such Favored Nations Rate. Transporter shall not be required to offer any Lower Rate to Shipper that (i) applies to any contract with Shipper or any of Shipper's subsidiaries; (ii) applies to any contract with power generators, industrial users (other than liquefied natural gas terminals), or local distribution companies for deliveries to their primary points on Transporter (not including any primary points at an interconnection point between Transporter and another pipeline); or (iii) results from the temporary assignment or release of firm capacity by Shipper or any other shipper. For instance, Transporter shall be required to offer a Lower Rate to Shipper that applies to a contract with a power generator, industrial user or local distribution company for delivery by Transporter to a primary point that is at an interconnection with another pipeline. For purposes of determining whether the rate offered to any firm shipper is a Lower Rate, Transporter shall compare on a 100% Load Factor Basis all of the reservation and commodity rates, charges, and surcharges that are applicable to such firm shipper with the same rate components of Shipper's Negotiated Rate. "100% Load Factor Basis" means the sum of the applicable daily rates, charges and surcharges; provided, however, if any rate, charge or surcharge applicable to either Shipper or such firm shipper is stated as a monthly reservation fee, the daily equivalent of such monthly reservation fee shall be determined by multiplying (A) the monthly reservation fee, times (B) twelve (12), and dividing the product by three-hundred and sixty-five (365).
- c. Enhanced MDRO. If at any time during the Term of the Agreement Transporter contracts with any firm shipper for capacity on Transporter's facilities with an Enhanced MDRO, as defined in the Tariff, greater than or equal to 2.5 times the Shipper's MDQ, then Shipper's Daily Reservation Rate hereunder shall be reduced by \$0.0100/Dth.

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**EXHIBIT A
(continued)**

2. There shall be no incremental fee for access to other points (receipt or delivery) on a secondary basis (other than fuel, as noted above) and the above stated rates shall apply to service from or to any secondary receipt or delivery point.
3. There shall be an Authorized Overrun Rate of \$0.125/Dth applicable to all quantities scheduled for delivery in excess of the contract MDQ at Shipper's Primary Delivery Point.
4. There shall be an Authorized Overrun Rate of \$0.35/Dth applicable to all quantities scheduled for delivery in excess of the contract MDQ (through segmentation or otherwise) at any delivery point other than Shipper's Primary Delivery Point.
5. The negotiated rate set forth herein shall be applicable to service during the Term of the Agreement including any Secondary Term or Subsequent Term of the Agreement as contemplated therein, except that the negotiated rate set forth herein shall not apply to any Evergreen Terms under the Agreement.
6. In addition to the negotiated rate set forth above, Shipper shall pay any and all other charges and surcharges as set forth in Transporter's Tariff that are applicable to service under Rate Schedule FT, including, but not limited to, the Annual Charge Adjustment ("ACA") surcharge.
7. Transporter shall make a filing with the Federal Energy Regulatory Commission ("FERC") for approval to implement the negotiated rates set forth herein pursuant to the Natural Gas Act, the FERC's regulations promulgated thereunder, and the FERC's Statement of Policy Alternatives to Traditional Cost of Service Ratemaking for Natural Gas Transporters and Regulation of Negotiated Transportation Service of Natural Gas Transporters issued January 31, 1996 in FERC Docket Nos. RM95-6-000 and RM96-7-000. This Agreement and the negotiated rates set forth herein shall not apply to service under the Agreement unless and until the FERC approves or accepts such filing and tariff record without condition or modification. If FERC disallows, modifies or conditions approval of any material terms of this Agreement, then upon written notification from either party to the other, Transporter and Shipper hereby agree that the negotiated rates set forth herein shall not apply to service under the Agreement and that instead Transporter and Shipper shall negotiate a mutually agreeable replacement agreement that preserves the economic benefit for both Shipper and Transporter, and in no event shall either Party be able to terminate this Agreement.
8. By agreeing to the negotiated rate, Shipper agrees that the otherwise generally applicable maximum reservation recourse rate(s) in effect from time to time pursuant to Transporter's Tariff shall not apply to or be available to Shipper for service under the Agreement.
9. If Shipper reallocates Receipt Point capacity pursuant to the Agreement, the negotiated rates provided for in this Agreement shall apply to all Receipt Points within a Receipt Zone so long as the total receipt point allocation within a Receipt Zone does not exceed the applicable Receipt Zone Entitlement.
10. Notwithstanding Shipper's Negotiated Rate(s) set forth in this Agreement, Shipper shall be eligible for any reservation credits required under Transporter's Tariff or order of the FERC (or its successor).

11. Shipper shall have a contractual Right of First Refusal with respect to the Agreement.

11.12. If, during the Term, including any Subsequent Term, (i) there is a material change in any law, rule or regulation imposed by any Governmental Authority having jurisdiction over Transporter or Transporter's facilities that directly results in the imposition on Transporter of an additional cost, expense or tax, other than income tax, in relation to the services provided by Transporter hereunder or (ii) Governmental Authorities having jurisdiction over Transporter or Transporter's facilities through the adoption or implementation of laws, rules or regulations cause Transporter to incur additional expenses (a) for required additions or modifications to Transporter's facilities, (b) to change methods of operation to comply with laws and governmental regulations, (c) to implement increased training, testing or verification programs, or

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**EXHIBIT A
(continued)**

(d) to comply with the conditions of any permit necessary to operate Transporter's facilities or to prevent, reduce, control or monitor any emission, exposure or discharge into the environment (costs, taxes, and expenses, including capital expenditures, incurred under (i) or (ii) are collectively hereinafter referred to as "Compliance Costs"), then Transporter shall have the right to file to increase Shipper's rates, or to impose a surcharge on Shipper, during any Subsequent Term to enable Transporter to recover the pro rata portion of the Compliance Costs that is attributable to Shipper. Shipper shall have the right to oppose or protest any such filing by Transporter or seek judicial review on the basis of the level and/or allocation of the costs and whether such costs qualify for recovery or were prudently incurred, but Shipper shall not have the right to oppose, protest or seek judicial review of Transporter's right to establish such a rate increase or surcharge to recover such costs to the extent that they qualify for recovery and were actually and prudently incurred.

Executed by a duly authorized representative of each party hereto, in the space provided below:

ENABLE GULF RUN TRANSMISSION, LLC

GOLDEN PASS LNG TERMINAL LLC

By: _____
Name: Rodney J. Sailor
Title: President and Chief Executive Officer
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Supersedes Exhibit A Dated: Not Applicable

FIRM (RATE SCHEDULE FTS)
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EXHIBIT ATTACHMENT A
(continued)

1. Shipper's Credit Support Obligation. Shipper must demonstrate Creditworthiness, or shall undertake other actions as provided below to provide required credit support, beginning on the effective date of the Agreement, up to the maximum amounts set forth in this Attachment A. Shipper shall thereafter maintain Creditworthiness or undertake such other action to provide the required credit support while this Agreement remains in effect. Shipper shall maintain Creditworthiness or comply with Sections 2(b) or 2(c) of this Attachment A, as applicable, consistent with the terms of the Agreement, and any extensions thereof.
 - a. "Creditworthy" or "Creditworthiness" as used herein means maintaining a long-term senior unsecured debt rating from either (i) Moody's of Baa3 or higher, or (ii) S&P of BBB- or higher. (a "Minimum Credit Rating") or, in the alternative, notwithstanding the failure to meet or maintain a Minimum Credit Rating, if Transporter determines that the financial position of Shipper or its Guarantor(s) is and remains reasonably acceptable to Transporter during the term of this Agreement.
2. Credit Support. This Section 2 shall apply to the credit requirements applicable to Shipper.
 - a. **Creditworthiness**. Shipper must be Creditworthy or, if not, must comply with either Section 2(b) or 2(c), or a combination of Sections 2(b) and 2(c) sufficient to meet the total amount specified in such Section(s).
 - b. **Guaranty**. If Guarantor(s) satisfies Section 3 of this Attachment A, Shipper may provide a guaranty from Guarantor(s) for all obligations under the Agreement (or such lesser amount as may be designated by Guarantor(s), subject to Section 2(c)), substantially in the form of Appendix 1 to Attachment B to that certain Precedent Agreement between Transporter and Shipper dated September 13, 2018, as amended (the "Precedent Agreement") up to maximum amounts set forth in this Attachment A. In the event that this Agreement is terminated, then, notwithstanding anything herein to the contrary, the guaranty provided by the Guarantor(s) as contemplated under this Section 2(b) shall terminate immediately and have no further force or effect, and Transporter shall return such guaranty to Guarantor(s), provided that the termination and return of such guaranty shall only occur after any obligation to pay Pre-Service Costs pursuant to Section 4 of the Precedent Agreement is satisfied.
 - c. **Adequate Assurance**. "Adequate Assurance of Performance" means sufficient security in the form, amount, for a term, and from an issuer, all as reasonably acceptable to Transporter, including, but not limited to a cash security deposit or a Letter of Credit, substantially in the form set forth in Appendix 2 to the Attachment B in the Precedent Agreement, and in amounts no greater than those set forth in this Attachment A. If: (i) Shipper does not provide a guaranty pursuant to Section 2(b), (ii) Guarantor(s) at any time fails to satisfy Section 3, or (iii) to the extent any and all guaranty(ies) pursuant to Section 2(b) do(es) not collectively guaranty payment in full up to the amount provided in this sentence, then Transporter may demand Adequate Assurance of Performance in an amount equal to the lesser of: (A) Shipper's pro rata share of the cost of the Project Facilities, as that term is defined in the Precedent Agreement; or (B) the net present value of all of the reservation charges that will be payable during the remaining term of the Agreement, but only up to the maximum amounts set forth in this Attachment A, less any satisfactory credit support provided by other means. ~~Notwithstanding the foregoing, to the extent Adequate Assurance of Performance is required pursuant to this Section 2(c) but the Project Facilities have not yet been placed into commercial service, the amount of the Adequate Assurance of Performance that is required (until the Project Facilities are placed in to commercial service, at which time the preceding sentence shall apply) shall be the lesser of the pertinent maximum amount set forth in Exhibit E to the Precedent Agreement or Shipper's pro rata share of actual costs incurred.~~ If Transporter demands Adequate Assurance of Performance, Shipper shall provide Adequate Assurance of Performance within five (5) Business Days after receipt of a written demand from Transporter and shall maintain Adequate Assurance of Performance at all times thereafter unless returned by Transporter in accordance with Section 2(f).

FIRM (RATE SCHEDULE FTS)
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ATTACHMENT A

(continued)

d. **Default.**

- i. If Shipper fails to provide Adequate Assurance of Performance as and when due at any time after the commencement of service under the Agreement, then in addition to any other remedies Transporter may have under the Agreement, the Tariff, at law, or in equity, Transporter shall have the right, at its sole election, to terminate or suspend the Agreement in accordance with the provisions of the Tariff.

- e. **Security Interest.** As security for its obligations under the Agreement, Shipper hereby grants to Transporter a continuing first priority security interest in, lien on, and right of setoff against all Adequate Assurance of Performance provided in the form of cash transferred by Shipper to Transporter. In furtherance of such grant, Shipper (i) will duly execute, acknowledge and deliver all such agreements, instruments and other documents and take all such reasonable actions as Transporter may from time to time reasonably request to better assure, preserve, protect and perfect the security interest of Transporter in such Adequate Assurance of Performance, and the rights and remedies of Transporter with respect thereto and (ii) authorizes Transporter to file all financing statements and other documents necessary to maintain a perfected security interest in such Adequate Assurance of Performance. Upon the return by Transporter to Shipper of such Adequate Assurance of Performance, the security interest and lien granted hereunder on that Adequate Assurance of Performance shall be terminated and released automatically without any further action by either Party, and all rights to such Adequate Assurance of Performance shall revert to Shipper. Upon any such termination, Transporter will execute and deliver to Shipper such documents as Shipper shall reasonably request to evidence such termination and release.

- f. **Return of Adequate Assurance.** If Shipper provides Adequate Assurance of Performance, and if Guarantor(s) subsequently satisfies Section 3 of this Attachment A, then Shipper will no longer be required to provide Adequate Assurance of Performance for so long as Guarantor(s) satisfies Section 3 and the guaranty is for an amount that is at least equal to the required amount of the Adequate Assurance of Performance. In such event, Transporter shall return such Adequate Assurance of Performance to Shipper within five (5) Business Days after receipt of a written demand from Shipper.

- g. **Tariff Obligation.** This Section 2 of this Attachment A shall be in addition to, and not in lieu of, any requirements under Transporter's FERC Gas Tariff.

- 3. **Guarantors.** Guarantor(s) shall be acceptable for as long as Guarantor(s) shall remain Creditworthy. Any liability of Guarantor(s) shall be several, not joint, and shall not collectively exceed the maximum amounts set forth in this Attachment A.

- 4. **Maximum Amount of Required Credit Support.** The Shipper's credit support will not exceed the amounts specified below during the term of this Agreement ~~will not exceed \$500MM.~~

| | | |
|--|---------------------------------|------------------|
| | <u>In-Service to 06/30/2025</u> | <u>- \$500MM</u> |
| | <u>07/01/2025 to 06/30/2027</u> | <u>- \$400MM</u> |
| | <u>07/01/2027 to 06/30/2029</u> | <u>- \$300MM</u> |
| | <u>07/01/2029 to 06/30/2031</u> | <u>- \$200MM</u> |
| | <u>07/01/2031 to 06/30/2033</u> | <u>- \$100MM</u> |
| | <u>07/01/2033 to 06/30/2043</u> | <u>- \$43MM</u> |
| | | |