



October 31, 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-
Amended 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 record proposed to be effective November 1, 2022:

| <u>Version</u> | <u>Description</u> | <u>Title</u> |
|----------------|--------------------|---|
| 3.0.0 | Section 2.37 | Black Hills Energy Arkansas, Inc. 1003771 (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 an Amended and Restated Negotiated Rate Agreement with Black Hills Energy Arkansas, Inc., TSA No. 1003771. Effective November 1, 2022, the amended agreement calls for an increase to the Contract Demand, adding a new Primary Receipt Point, and revising the negotiated rate for the remainder of the contract term.

In accordance with Section 12.3, General Terms and Conditions, of the Tariff, EGT is submitting an entire copy of the amended TSA as well as the required redline of the changes marked against the previously filed and accepted version.¹ 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.

IMPLEMENTATION AND WAIVER REQUEST

Pursuant to Section 154.7(a)(9) of the Commission's Regulations, EGT requests that the proposed tariff record be accepted effective November 1, 2022, which is the effective date of the amended 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 necessary to allow the proposed tariff record in this filing to become effective on November 1, 2022, as requested.

¹ Letter Order, *Enable Gas Transmission, LLC*, Docket No. RP16-941-000 (issued June 6, 2016).

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 filed in whole document format with metadata attached, the eTariff XML filing package contains:

- A transmittal letter in PDF format
- A clean copy of the proposed tariff record in PDF format
- A marked version of the proposed tariff changes in PDF format
- 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 ²

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

Jonathan F. Christian ²

Assistant General Counsel
Enable Gas Transmission, LLC
1300 Main Street
Houston, TX 77002
(713) 989-2795
(713) 989-1189 (Fax)
jonathan.christian@energytransfer.com

Lawrence J. Biediger ^{2 3}

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

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

² 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.

³ 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
October 31, 2022
Page 3

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

Enable Gas Transmission, LLC

FERC NGA Gas Tariff

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.37, Version 3.0.0

Effective November 1, 2022

Black Hills Energy Arkansas, Inc. 1003771 (RS FT)

**AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA No.: 1003771**

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:

Black Hills Energy Arkansas, Inc.
655 East Millsap Road
Fayetteville, AR 72703
Attn: David Brink
Email: david.brink@blackhillscorp.com

Type of Entity: Arkansas corporation

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

2) REGULATORY AUTHORITY: Part 284: Subpart G

3) TERM, CONTRACT DEMAND AND POINTS:

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

Term: Effective Date: Originally November 1, 2005, as amended and restated November 1, 2022, subject to FERC approval

Primary Term End Date: The end of the Day on October 31, 2026

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): | 83,000 | November 1, 2022 – October 31, 2023 | ("Period 1") |
| | 93,000 | November 1, 2023 – October 31, 2024 | ("Period 2") |
| | 103,000 | November 1, 2024 – October 31, 2026 | ("Period 3") |

| | | | |
|---------------------------------|----------------------|--------|--------------------|
| Receipt Entitlement(s) (Dth/D): | North Pooling Area | 50,000 | Period 1 |
| | | 60,000 | Period 2 |
| | | 65,000 | Period 3 |
| | Neutral Pooling Area | 33,000 | Period 1, Period 2 |
| | | 38,000 | Period 3 |
| | | | |

Primary Receipt Point(s):
TGT @ Searcy (Meter No. 292391)

Maximum Receipt Obligation (Dth/D)
25,000 Period 1, 2, 3

| | |
|--|---------------------------------|
| <u>Receipt Point(s):</u> | <u>Receipt Quantity (Dth/D)</u> |
| All generally available Receipt Points and Pools in the North Pooling Area | 25,000 Period 1 |
| | 35,000 Period 2 |
| | 40,000 Period 3 |
| All generally available Receipt Points and Pools in the Neutral Pooling Area | 33,000 Period 1, 2 |
| | 38,000 Period 3 |

**AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA No.: 1003771**

| <u>Primary Delivery Point(s):</u> | | <u>Maximum Delivery Obligation (Dth/D)</u> | |
|-----------------------------------|--------------------|--|----------------|
| Black Hills AR @ OM-1 | (Meter No. 808352) | 77,100 | Period 1 |
| | | 87,100 | Period 2 |
| | | 97,100 | Period 3 |
| Black Hills to Paris/M | (Meter No. 805452) | 5,150 | Period 1, 2, 3 |
| Black Hills to Clarksv | (Meter No. 805451) | 750 | Period 1, 2, 3 |

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

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

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

- (i) Negotiated Rate.

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

The rate which Transporter shall bill and Shipper shall pay under the Agreement for services up to Contract Demand (as in effect from time to time as described in Section 3 above) 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 \$0.2492 per Dth for Period 1; \$0.2496 per Dth for Period 2; \$0.2499 per Dth for Period 3, 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 applicable 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 Effective Date hereof) and all generally available Receipt Points and Pools in the North and Neutral Pooling Areas.

The Delivery Point(s) eligible for the rates specified herein shall be those listed in Section 3 of the Agreement (as such Agreement provides on the Effective Date hereof) and the Secondary Delivery Points described below:

| | |
|-------------------------|--------------------|
| Black Hills AR @ OM-1 | (Meter No. 808352) |
| Black Hills to Paris/M | (Meter No. 805452) |
| Black Hills to Clarksv | (Meter No. 805451) |
| Black Hills AR @ Blythe | (Meter No. 801668) |
| Black Hills @ Plum Poin | (Meter No. 170184) |

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.

**AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA No.: 1003771
(continued)**

(iii) Term of Rate:

Begin Date(s): November 1, 2022

End Date(s): The end of the Day on October 31, 2026

- (b) Authorized Overrun: Unless Transporter agrees otherwise, the rate for any authorized overrun quantities shall be the greater of the maximum Tariff rate or the rate(s) described above or on any designated Attachment.
- (c) General: In consideration for Shipper's continuing compliance with the provisions of the Agreement, the transportation rates and charges as defined above or on any applicable Attachment for the specified services provided under the Agreement only apply to receipts from, and subsequent deliveries to, the Points of Receipt and Delivery, quantities and/or time periods described above or on any applicable Attachment and to reserved capacity necessary to effect such service. In addition to any rate or amount referred to herein (including discounted rates, Negotiated Rates, overrun rates and maximum Tariff rates), except as specifically provided otherwise herein or on any applicable Attachment, Shipper shall provide or pay and Transporter shall retain or charge Fuel Use and LUGG allowances or charges (including the EPC surcharge, if applicable) in such quantities or amounts as authorized from time to time by the Tariff and shall pay any applicable charges, penalties, surcharges, fees, taxes, assessments and/or direct billed amounts provided for in the Tariff. The rate in any month shall never be below Transporter's applicable minimum Tariff rate, unless Transporter otherwise agrees. Transporter shall not be responsible for the payment and satisfaction of any taxes assessed or levied on the receipt, transmission (and any activities in connection therewith), delivery, use and/or consumption with respect to Gas delivered or received by Shipper, unless Transporter agrees otherwise.
- (d) Rate-Related Provisions:
- (i) Consideration for Rate Granted: Transporter agrees to the rates specified herein or on any applicable Attachment in exchange for Shipper's agreement to forego credits or other benefits to which Shipper would otherwise be entitled, but only to the extent such credits or benefits would result in a greater economic benefit over the applicable term than that represented by the agreed-upon rate. Accordingly, unless Transporter otherwise agrees, Shipper will not receive credits (with the exception of (1) penalty revenue credits provided pursuant to Section 31 of the General Terms and Conditions of Transporter's Tariff, and (2) capacity release credits) from rates, refunds or other revenues collected by Transporter or Shipper if to do so would effectively result in a lower rate or greater economic benefit to Shipper; provided, however, that Transporter and Shipper can agree pursuant to Section 19.8 of the General Terms and Conditions of Transporter's Tariff that Transporter will retain some or all of the capacity release credits to the extent those credits exceed the amount of the Shipper's invoiced demand component. If the parties' agreement to the foregoing is determined invalid or if Shipper seeks to obtain credits or benefits inconsistent therewith, unless Transporter otherwise agrees, it will have the right to immediately terminate or modify any provisions herein or on any applicable Attachment that would allow Shipper to pay amounts less than the maximum applicable Tariff rate.
- (ii) Limitation on Agreed Upon Rate: Unless Transporter agrees otherwise, if at any time receipts and/or deliveries are initially sourced into the system, nominated, scheduled and/or made, by any means, including by temporary Replacement Shipper, or by operation of any Tariff mechanisms, with respect to the capacity obtained by, through or under the Agreement at points, or under conditions, other than those specified herein or on any applicable Attachment, then as of such date, and for the remainder of the Service Month in which such non-compliance occurred, or the remainder of the term of the Agreement, whichever is shorter, Shipper shall be obligated to pay no less than the maximum applicable Tariff rates for service under the Agreement.
- (iii) Regulatory Authority: This Agreement (including any applicable Attachment) is subject to Section 16 of the GT&C of Transporter's Tariff. Transporter and Shipper hereby acknowledge that this Agreement is subject to all valid and applicable federal and local laws and to the orders, rules and regulations of any duly constituted federal or local regulatory body or governmental authority having jurisdiction. Any provision of this Agreement which is determined by any court or regulatory body having jurisdiction to be invalid or unenforceable will be ineffective to the extent of such determination only, without invalidating,

**AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA No.: 1003771
(continued)**

or otherwise affecting the validity of, the remaining provisions. Unless the parties agree otherwise, if Transporter has made a good faith determination that a federal or local law, or order, rule or regulation of any governmental authority having or asserting jurisdiction (1) requires performance by Transporter that is inconsistent with the terms specified herein or on any applicable Attachment or (2) conditions or prohibits the granting of selective discounts or other rates specified herein or on any applicable Attachment, then Transporter may provide notice that it intends to renegotiate the rates under the Agreement. If the parties fail to reach agreement within forty-five (45) days of any renegotiation notice given pursuant to the terms of this paragraph, then: (1) the rate provisions herein or on any applicable Attachment shall be terminated, and the rate for service herein or under any applicable Attachment shall be Transporter's applicable maximum Tariff rate, or (2) if Transporter's applicable maximum Tariff rate is greater than the rate for service herein or on any applicable Attachment, at the Shipper's option, the Agreement and any applicable Attachment shall terminate. The effective date of this renegotiation or termination shall be the first day of the month following the end of the 45-day renegotiation period; provided, however, that the effective date will comply with the requirements of the applicable federal or local law, or order, rule or regulation of any governmental authority having or asserting jurisdiction.

- (iv) Entire Agreement: Any applicable Attachment, shall supplement the Agreement with respect to the matters agreed to, and together shall constitute the entire understanding of the parties relating to said matters as of the effective date stated therein. Unless otherwise specified, all prior agreements, correspondence, understandings and representations are hereby superseded and replaced by any applicable Attachment and the Agreement. Except as otherwise provided herein, all terms used herein with initial capital letters are so used with the respective meanings ascribed to them in Transporter's Tariff.
- (v) Failure to Exercise Rights: Failure to exercise any right under any applicable Attachment or the Agreement shall not be considered a waiver of such right in the future. No waiver of any default in the performance of any applicable Attachment or the Agreement shall be construed as a waiver of any other existing or future default, whether of a like or different character.
- (e) Inability to Collect Negotiated Rates: If Transporter is unable to collect Negotiated Rates due to a change in Commission policy or rejection of the transaction by the Commission prior to or during the term of such transaction, then, unless the parties agree otherwise, Shipper shall pay the maximum Tariff rate for the services. In such event, Transporter shall notify Shipper in writing of the requirement to pay maximum Tariff rates and, if the maximum Tariff rates are greater than the Negotiated Rates under such transaction, Shipper shall have no more than thirty (30) days from the date of such notification to give notice in writing of termination of the applicable Agreement, with such termination to be effective no earlier than the end of the Month following the Month in which such termination notice is received.

5) OTHER PROVISIONS:

- 5.1) Payments shall be received by Transporter within the time prescribed by Section 14 of the GT&C of Transporter's Tariff. Amounts past due hereunder shall bear interest as provided in Section 14 of the GT&C of the Tariff. Shipper shall pay all costs associated with the collection of such past due amounts including, but not limited to, attorneys' fees and court costs. Shipper hereby represents and warrants that the party executing this Agreement on its behalf is duly authorized and possesses all necessary corporate or other authority required to legally bind Shipper.
- 5.2) Do the parties agree that the provisions of Section 13.4 of the GT&C of Transporter's Tariff shall apply with respect to third-party transportation? No
- 5.3) Does this Agreement supersede, cancel, amend, restate, substitute or correct pre-existing Transportation Service Agreement(s) between the parties? Yes
Effective November 1, 2022, this Agreement amends and restates Transportation Service Agreement No. 1003771, originally effective November 1, 2005, as subsequently amended, restated and/or superseded prior to or as of the effective date hereof.

**AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA No.: 1003771
(continued)**

- 5.4) Is this Agreement entered into pursuant to and subject to CAPACITY RELEASE, Section 19 of the GT&C of Transporter's Tariff? No
- 5.5) Does this Agreement include any other terms/provisions permitted by the Tariff? Yes
- a) 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.
- b) In accordance with Section 21.1 of the GT&C of the Tariff, the parties hereby agree that Shipper shall have a contractual "right of first refusal" ("ROFR") which will provide to it the same rights and obligations regarding extending service under the Agreement as to reserved capacity on Transporter's system beyond the termination or expiration date as would be available to Shippers eligible to invoke the provisions of Section 21 of the GT&C of the Tariff, as on file and in effect from time to time.
- c) Certain capacity under this Agreement is subject to the Pre-Arranged Service procedures described in Section 10.4, GT&C of the Tariff. This Agreement shall become binding as of November 1, 2022, subject to the outcome of the procedures. If the outcome of such procedures is such that the terms of this Agreement must be modified, the parties shall enter into such amendments as are necessary to effectuate such modifications. If no modifications to this Agreement are required as a result of such procedures, then this Agreement shall become binding as described above.
- 6) All modifications, amendments or supplements to the terms and provisions hereof shall be effected only by supplementary written (or electronic, to the extent Transporter permits or requires) consent of the parties.
- 7) **SIGNATURE:** This Agreement constitutes a contract with Transporter for the transportation of natural gas, subject to the terms and conditions hereof, the General Terms and Conditions attached hereto, and any applicable attachment(s), all of which are incorporated herein by reference and made part of this Agreement.

ENABLE GAS TRANSMISSION, LLC

DocuSigned by:
Beth Hickey
By: Beth Hickey
Name: Beth Hickey
Title: EVP - US Gas Pipelines
Date: 5/31/2022

BLACK HILLS ENERGY ARKANSAS, INC.

DocuSigned by:
Jodi Culp
By: Jodi Culp
Name: Jodi Culp
Title: VP - Gas Supply and Transportation Services
Date: May 24, 2022

DS *DH* DS *lt* DS *JP* DS *cl*

**AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA No.: 1003771**

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.

MARKED VERSION

Enable Gas Transmission, LLC

FERC NGA Gas Tariff

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.37, Version ~~2.0.13.0.0~~

Effective ~~March 1,~~
~~2016~~November 1, 2022

Black Hills Energy Arkansas, Inc. 1003771 (RS FT)

**AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA No.: 1003771**

THIS TRANSPORTATION SERVICE AGREEMENT (“Agreement”), between Enable Gas Transmission, LLC ~~(“EGT”)~~, 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:**

Black Hills Energy Arkansas, Inc.
~~(formerly SourceGas Arkansas Inc.)~~

~~600 12th Street, Suite 300~~

~~Golden, CO 80401~~

655 East Millsap Road

Fayetteville, AR 72703

Attn: ~~John Boughner~~David Brink

Email: ~~john.boughner~~david.brink@blackhillscorp.com

Type of Entity: Arkansas corporation

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

Term:— Effective Date: Originally November 1, 2005, as amended and restated ~~March 2016~~November 1, 2022, subject to FERC approval

Primary Term End Date: The end of the Day on October 31, 2026

Evergreen/Term Extension? Yes

~~If Yes, describe:~~

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: 70,000 (Dth/D-March): 83,000

November 1, 20162022 – October 31, 20162023 (“Period 1”)

~~73~~ 93,000-Dth/D

November

1,

~~2016~~2023 – October 31, 2024

(“Period 2”)

November 1, 2024 – October 31, 2026 (“Period ~~2~~”3)

Receipt Entitlement(s) (Dth/D): North Pooling Area ~~4050,000-Dth/D~~ Period 1

60,000 Period 2

65,000 Period 3

~~30,000 Dth/D Per~~

Neutral Pooling Area ~~30.000 Dth/D Period 1~~

~~-33,000 Dth/D~~

Period 1, Period 2

38,000 Period 3

| Primary Receipt Point(s): | Maximum Receipt Obligation (Dth/D) |
|---------------------------|------------------------------------|
| | |

TGT @ Searcy (Meter No. 292391)

25,000 Period 1, 2, 3

**AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA No.: 1003771**

Receipt Point(s):

Receipt Quantity (Dth/D)

All generally available ~~points~~Receipt Points and Pools in the North Pooling Area 25,000 Period 1

35,000 Period 2

40,000 Period 3

All generally available ~~points~~Receipt Points and Pools in the Neutral Pooling Area 30,000 Period 1

33,000 Period 2

38,000 Period 3

Primary Delivery Point(s):

Maximum Delivery Obligation (Dth/D)

~~SourceGas~~Black Hills AR @ OM-1

(Meter No. 808352)

~~70,000 Period 1~~

~~67,77,100 Period 2~~

~~SourceGas~~ AR

~~87,100 Period 2~~

~~97,100 Period 3~~

~~Black Hills~~ to Paris/M (Meter No. 805452)

~~5,150 Period 1, 2, 3~~

~~SourceGas~~ AR ~~Black Hills~~ to Clarksv

(Meter No. 805451)

~~750 Period~~

1, 2, 3

- 4) **RATE:** Unless provided otherwise in an Attachment-A 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-A 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-A 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, ~~shall be~~are specified below.

(i) Negotiated Rate.

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

~~The Receipt Point(s) eligible for the rates specified herein shall be those listed in Section 3 of the Agreement (as such Agreement provides on the Effective Date hereof) and all generally available points and Pools in the North and Neutral Pooling Areas.~~

~~The Delivery Point(s) eligible for the rates specified herein shall be those listed in Section 3 of the Agreement (as such Agreement provides on the Effective Date hereof) and the Secondary Delivery Points described below:~~

| <u>Effective November 1, 2016:</u> | <u>Description</u> | <u>Meter No.</u> |
|------------------------------------|---|------------------|
| | SourceGas AR @ OM-1 | 808352 |
| | SourceGas AR to Paris/M | 805452 |
| | SourceGas AR to Clarksv | 805451 |
| | SourceGas AR @ Blythevl | 801668 |
| | Proposed point of interconnection | |
| | to be constructed in Mississippi County, AR | |
| | between Transporter's Line J and the proposed | |
| | pipeline system of Shipper | |

rate

~~If scheduled maintenance or other operational circumstances adversely affect the availability of primary firm capacity under the Agreement and Transporter requests Shipper to receive and/or~~

AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA No.: 1003771

~~deliver other than at the points specified above, then such points as designated by Transporter shall be deemed eligible for the rates and the period specified. Transporter may make such request via e-mail, in writing or via Internet Web Site posting and the document in which such request appears shall be deemed to amend this Agreement for the purposes hereof.~~

~~(iii) — Description of Rates:~~

~~The rates~~ which Transporter shall bill and Shipper shall pay under the Agreement for services up to ~~the applicable~~ Contract Demand (as ~~provided for as of the Effective Date hereof~~) shall be the applicable maximum Tariff ~~recourse rate for Period 1 [defined in Section 3 as March 1, 2016 through October 31, 2016] (the Period 1 rate shall not be subject to the provisions of 4) (e) — (e) below) and, for Period 2, in effect from time to time as described in Section 3 above)~~ 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 ~~\$0.2487 per Dth~~ \$0.2492 per Dth for Period 1; \$0.2496 per Dth for Period 2; \$0.2499 per Dth for Period 3, 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~~ calendar year regardless of the quantity of gas transported. ~~The applicable Transmission Allowance shall not be subject to refund or reduction if it exceeds the applicable maximum Tariff rate.~~ Shipper hereby elects to be billed on a leveled 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 ~~minimum~~ applicable Base Commodity Rate from the applicable 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 Effective Date hereof) and all generally available Receipt Points and Pools in the North and Neutral Pooling Areas.

The Delivery Point(s) eligible for the rates specified herein shall be those listed in Section 3 of the Agreement (as such Agreement provides on the Effective Date hereof) and the Secondary Delivery Points described below:

| | | |
|-------|-------------------------|--------------------|
| _____ | Black Hills AR @ OM-1 | (Meter No. 808352) |
| _____ | Black Hills to Paris/M | (Meter No. 805452) |
| _____ | Black Hills to Clarksv | (Meter No. 805451) |
| _____ | Black Hills AR @ Blythe | (Meter No. 801668) |
| _____ | Black Hills @ Plum Poin | (Meter No. 170184) |

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.

~~CORRECTED~~ AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA ~~NO~~ No.: 1003771
(continued)

(iv)(iii) Term of Rate:

Begin Date(s): ~~March~~ November 1, 2016 2022
End Date(s): The end of the Day on October 31, 2026

- (b) Authorized Overrun: Unless Transporter agrees otherwise, the rate for any authorized overrun quantities shall be the greater of the maximum Tariff rate or the ~~applicable rate(s)~~ described above or on any designated Attachment.
- (c) General: In consideration for Shipper's continuing compliance with the provisions of the Agreement, the transportation rates and charges as defined above or on any applicable Attachment-A 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-A 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-A, Shipper shall provide or pay and Transporter shall retain or charge Fuel Use and LUGF allowances or charges (including the EPC surcharge, if applicable) in such quantities or amounts as authorized from time to time by the Tariff and shall pay any applicable charges, penalties, surcharges, fees, taxes, assessments and/or direct billed amounts provided for in the Tariff. ~~In any event, the rate in any Month shall never be below Transporter's applicable minimum Tariff rate for a discount rate transaction. For a Negotiated Rate transaction, the~~ The rate in any month shall never be below Transporter's applicable minimum Tariff rate, unless Transporter otherwise agrees. -Transporter shall not be responsible for the payment and satisfaction of any taxes assessed or levied on the receipt, transmission (and any activities in connection therewith), delivery, use and/or consumption with respect to Gas delivered or received by Shipper, unless Transporter agrees otherwise.

(d) Rate-Related Provisions:

- (i) Consideration for Rate Granted: Transporter agrees to the rates specified herein or on any applicable Attachment A in exchange for ~~Shipper's~~ 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~~ 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 ~~for a Shipper taking service under a Negotiated Rate agreement,~~ Transporter and Shipper can agree pursuant to Section 19.8 of the General Terms and Conditions of ~~Transporter's~~ 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~~ Shipper's invoiced demand -component. If ~~the~~ parties' ~~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-A 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-A, 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. ~~This limitation shall not apply to the extent that Transporter has requested Shipper to receive and/or deliver other than as specified herein or on Attachment A. Such request may be made via e-mail, in writing, or via Internet~~

~~Web Site posting, and the document in which such request is made shall be deemed to amend this Agreement to the extent applicable.~~

~~CORRECTED~~ AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA ~~NO~~ No.: 1003771
(continued)

- ~~(iii)~~ ~~(iii)~~ Regulatory Authority: This Agreement (including any applicable Attachment ~~A~~) is subject to Section 16 of the GT&C of Transporter's Tariff. Transporter and Shipper hereby acknowledge that this Agreement is subject to all valid and applicable federal and local laws and to the orders, rules and regulations of any duly constituted federal or local regulatory body or governmental authority having jurisdiction. Any provision of this Agreement which is determined by any court or regulatory body having jurisdiction to be invalid or unenforceable will be ineffective to the extent of such determination only, without invalidating, or otherwise affecting the validity of, the remaining provisions. Unless the parties agree otherwise, if Transporter has made a good faith determination that a federal or local law, or order, rule or regulation of any governmental authority having or asserting jurisdiction (1) requires performance by Transporter that is inconsistent with the terms specified herein or on any applicable Attachment ~~A~~, or (2) conditions or prohibits the granting of selective discounts or other rates specified herein or on any applicable Attachment ~~A~~, 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 ~~A~~ shall be terminated, and the rate for service herein or under any applicable Attachment ~~A~~ 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 ~~A~~, at the Shipper's option, the Agreement and any applicable ~~Attachment A~~ 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: ~~Attachment A, if any~~ 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 ~~A~~ 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 ~~Attachment A, if any~~ 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 ~~A~~ 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 this Agreement covers a Negotiated Rate transaction, and~~ Transporter is unable to collect Negotiated Rates due to a change in Commission policy or rejection of the transaction by the Commission prior to or during the term of such transaction, then, unless the parties agree otherwise, Shipper shall pay the maximum Tariff rate for the services. In such event, Transporter shall notify Shipper in writing of the requirement to pay maximum Tariff rates and, if the maximum Tariff rates are greater than the Negotiated Rates under such transaction, Shipper shall have no more than thirty (30) days from the date of such notification to give notice in writing of termination of the applicable Agreement, with such termination to be effective no earlier than the end of the Month following the Month in which such termination notice is received.

5) **OTHER PROVISIONS:**

- 5.1) Payments shall be received by Transporter within the time prescribed by Section 14 of the GT&C of Transporter's Tariff. Amounts past due hereunder shall bear interest as provided in Section 14 of the GT&C of the Tariff. Shipper shall pay all costs associated with the collection of such past due amounts including, but not limited to, attorneys' fees and court costs. Shipper hereby represents and warrants that the party executing this Agreement on its behalf is duly authorized and possesses all necessary corporate or other authority required to legally bind Shipper.

~~CORRECTED~~ AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA ~~NO~~No.: 1003771
(continued)

- 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? ~~Yes~~ ☐ No ☒ ~~X~~
- 5.3) ~~a) Does this Agreement supersede and cancel a, amend, restate, substitute or correct~~ pre-existing Transportation Service Agreement(s) between the parties? Yes ☒ ~~No~~ ☐
~~If Yes, the Transportation Service Agreement(s) are described as follows:
Effective March 1, 2016, this Agreement retroactively supersedes, replaces and cancels Transportation Service Agreement No. 1003771, executed February 24, 2016, to correctly describe the rates agreed to by the parties.~~
- ~~b) Does this Agreement amend and restate in its entirety a pre-existing Transportation Service Agreement(s) between the parties? Yes ☒ No ☐
If Yes, the Transportation Service Agreement(s) are described as follows:
Effective March 1, 2016 Effective November 1, 2022, this Agreement amends and restates Transportation Service Agreement No. 1003771, originally effective November 1, 2005, as subsequently amended, restated and/or superseded prior to or as of the effective date hereof.~~
- 5.4) Is this Agreement entered into pursuant to and subject to CAPACITY RELEASE, Section 19 of the GT&C of Transporter's Tariff? ~~Yes~~ ☐ No ☒ ~~X~~
- 5.5) Does this Agreement include any other terms/provisions permitted by the Tariff? ~~Yes~~ ☒ ~~No~~ ☐
~~If Yes, those provisions (including a specific reference to the Tariff authority for each such provision) are as follows:~~
- a) 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.
- ~~b) Pursuant to Section 21.10, GT&C, of the Tariff, the parties have agreed to an extension of the term with respect to part of the capacity committed under the Service Agreement being amended and extended.~~
- ~~c) In accordance with Section 21.1 of the GT&C of the Tariff, the parties hereby agree that Shipper shall have a contractual "right of first refusal" ("ROFR") which will provide to it the same rights and obligations regarding extending service under the Agreement as to reserved capacity on Transporter's system beyond the termination or expiration date as would be available to Shippers eligible to invoke the provisions of Section 21 of the GT&C of the Tariff, as on file and in effect from time to time.~~
- ~~c) Certain capacity under this Agreement is subject to the Pre-Arranged Service procedures described in Section 10.4, GT&C of the Tariff. This Agreement shall become binding as of November 1, 2022, subject to the outcome of the procedures. If the outcome of such procedures is such that the terms of this Agreement must be modified, the parties shall enter into such amendments as are necessary to effectuate such modifications. If no modifications to this Agreement are required as a result of such procedures, then this Agreement shall become binding as described above.~~
- 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.

~~CORRECTED~~ AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA ~~NO~~No.: 1003771
(continued)

ENABLE GAS TRANSMISSION, LLC

BLACK HILLS ENERGY ARKANSAS, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: - _____

CONDITIONS

~~TO-CORRECTED~~ AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA ~~NO.:~~ No.: 1003771

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

CONDITIONS

~~TO-CORRECTED~~ AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA ~~NO.:~~ No.: 1003771

GENERAL TERMS AND CONDITIONS

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. In accordance with the form of credit application contained in the Tariff, Shipper agrees that any representations and agreements contained in any credit application submitted in connection with this service shall be incorporated herein by reference and made a part hereof.~~