

March 30, 2020

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

Re: Enable Gas Transmission, LLC  
Docket No. RP20- 697-000  
Filing for Negotiated Rates Agreements

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act<sup>1</sup> and Part 154 of the Regulations of the Federal Energy Regulatory Commission (“Commission” or “FERC”),<sup>2</sup> Enable Gas Transmission, LLC (“EGT”) hereby submits for filing as part of its FERC Gas Tariff, Second Revised Volume Negotiated Rates and Non-Conforming Service Agreements (“2<sup>nd</sup> Revised NRNCA”), the following tariff records, to be effective April 1, 2020:

**2.0, NEGOTIATED RATE AGREEMENTS TABLE OF CONTENTS, Version 42.0.0**  
**2.35, Tenaska Gas Storage, LLC 1011653 [RS PHS (Park/Loan)], Version 4.0.0**  
**2.39, City of Winfield, Kansas 1011266 (RS FT), Version 4.0.0**

**I. Statement of the Nature, the Reasons, and the Basis for the Proposed Changes.**

This filing complies with the requirements of the Commission’s Natural Gas Pipeline Negotiated Rate Policies and Practices,<sup>3</sup> and with Section 12.3 of the General Terms and Conditions (“GT&C”) of EGT’s FERC Gas Tariff, Ninth Revised Vol. No.1 (“Tariff”) which allow EGT and its shippers to negotiate rates as provided for in the Commission’s Policy Statement. EGT submits for filing herein an amended and restated Rate Schedule FT agreement with the City of Winfield, Kansas (“City of Winfield”), TSA No. 1011266. Additionally, EGT is submitting a new agreement under Rate Schedule PHS with Tenaska Gas Storage, LLC (“Tenaska”), TSA No. 1011653. Finally, EGT is providing a revised Negotiated Rate Agreements Table of Contents for the 2<sup>nd</sup> Revised NRNCA (“Table of Contents”) that reflects the new agreement. The negotiated rate agreements attached hereto are described below:

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<sup>1</sup> 15 U.S.C. § 717c (2012).

<sup>2</sup> 18 C.F.R. Part 154.

<sup>3</sup> *Natural Gas Pipeline Negotiated Rate Policies and Practices*, 104 FERC ¶61,134 (2003), as modified on rehearing and clarification, 114 FERC ¶61,042 (2006) (“Policy Statement”).

**A. City of Winfield Transaction:**

On March 30, 2018, EGT filed tariff records to reflect a new negotiated rate agreement with the City of Winfield (TSA No. 1011266). On April 26, 2018, the Commission issued an order in Docket No. RP18-657-000 accepting the filing to be effective April 1, 2018. Subsequently, the negotiated rate agreement with the City of Winfield was amended by the parties, filed by EGT, and approved by the Commission in FERC Docket No. RP19-1087.<sup>4</sup> The most recent amended and restated TSA submitted herewith to be effective April 1, 2020, extends the term of the agreement for one year and reflects changes to EGT's Form of Service Agreement for Rate Schedule FT since the last amendment.

**B. Tenaska Gas Storage, LLC Transaction:**

EGT and Tenaska have entered into a new agreement whereby EGT will provide interruptible park and loan service to Tenaska under Rate Schedule PHS (TSA No. 1011653). The agreement states that service will commence April 1, 2020 and continue through October 31, 2020, with a Maximum Aggregate Quantity for park and loan service of 200,000 Dth each and daily quantities for loans and returns, and parks and removals, capped at 25,000 Dth per day for each activity. The TSA sets forth the negotiated rates agreed to by the parties.

**II. Materials Included in this Filing.**

EGT is submitting an entire copy of each of the above-described negotiated rate agreements as provided in Section 12.3 of the General Terms and Conditions of the Tariff for Commission review and inclusion as tariff records. Clean versions are attached as Appendix A. Pursuant to Section 154.201(a) of the Commission's regulations, EGT is attaching, as Appendix B, marked versions of the amended agreement and the Table of Contents showing changes from the previously filed versions.

EGT hereby confirms that the negotiated rate agreements submitted herein do not deviate in any material aspect from the applicable Form of Service Agreement in the Tariff. EGT requests that the Commission grant EGT any waivers of the Commission's regulations (including the 30-day notice period prescribed in 18 C.F.R. § 154.207) which are necessary to place the attached tariff records into effect April 1, 2020. Additionally, EGT requests all such further relief and waivers as may be appropriate to permit the parties to implement the transactions as contemplated.

In accordance with Section 154.7(a)(1) of the Commission's regulations, EGT submits herewith an eTariff XML filing package containing the transmittal letter and all components of the filing, filed as a zip (compressed) file, as listed below:

Appendix A – Clean versions of the above referenced tariff records; and

Appendix B – Marked versions of the tariff records described above.

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<sup>4</sup> The Commission accepted EGT's April 1, 2019 filing in this docket via letter order on April 24, 2019.

**III. Communications.**

EGT requests that all correspondence and communications concerning this filing be sent to each of the following persons and that each be included on the Commission's official service list for this filing:

Lisa Yoho  
Senior Director, Regulatory & FERC Compliance  
Enable Gas Transmission, LLC  
910 Louisiana Street, 48<sup>th</sup> Floor  
Houston, TX 77002  
(346) 701-2539  
lisa.yoho@enablemidstream.com

Jonathan F. Christian  
Associate General Counsel  
Enable Gas Transmission, LLC  
910 Louisiana Street, 48<sup>th</sup> Floor  
Houston, TX 77002  
(346) 701-2146  
jonathan.christian@enablemidstream.com

**IV. Subscription, Posting and Certification of Service.**

In accordance with Sections 385.2005 and 385.2011(c)(5) of the Commission's regulations,<sup>5</sup> the undersigned states that she has read this filing and knows its contents and to her best knowledge and belief, the statements and information contained in the tariff records attached hereto are true and the electronic media accompanying this filing contains the same information as that available for public inspection.

Pursuant to Sections 154.2(d), 154.7(b) and 154.208(b) of the Commission's regulations, a copy of this tariff filing is being sent by electronic mail to each of EGT's customers and interested State Commissions. This tariff filing is also available for public inspection during regular business hours in a convenient form and place at EGT's offices at 910 Louisiana Street, Houston, Texas 77002, and on its website at <http://pipelines.enablemidstream.com>.

If there are any questions concerning this filing, please contact the undersigned at (346) 701-2539.

Respectfully submitted,

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<sup>5</sup> 18 C.F.R. §§ 385.2005, 385.2011(c) (5).

Ms. Bose  
March 30, 2020  
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ENABLE GAS TRANSMISSION, LLC

*/s/ Lisa D. Yoho*  
Lisa Yoho  
Sr. Director, Regulatory & FERC Compliance

Enclosures

## **APPENDIX A**

**NEGOTIATED RATE AGREEMENTS TABLE OF CONTENTS**

Section 2.1	-	Chesapeake Energy Marketing, Inc. 1006966 (RS FT)
Section 2.2	-	Shell Energy North America (US), L.P., (successor by merger to Coral Energy Resources, L.P.) 1003054 (RS FT)
Section 2.3	-	Blue Mountain Midstream LLC 1011347 (RS FT)
Section 2.4	-	Pilgrim's Pride Corporation 1010887 (RS FT)
Section 2.5	-	Southwestern Electric Power Company 1006349 (RS EFT)
Section 2.6	-	Entergy Arkansas, Inc. 1009621 (RS FT)
Section 2.7	-	Entergy Arkansas, Inc. 1009622 (RS FT)
Section 2.8	-	Entergy Arkansas, Inc. 1007861 [RS PHS (Park/Loan)]
Section 2.9	-	Weatherly Oil & Gas, LLC 1010414 (RS FT)
Section 2.10	-	Southwestern Electric Power Company 1006888 (RS EFT)
Section 2.11	-	XTO Energy, Inc. 1006615 (RS FT)
Section 2.12	-	Entergy Arkansas, Inc. 1008791 (RS EFT)
Section 2.13	-	BP Energy Company (assignee of Petrohawk Energy Corporation) 1005249 (RS FT)
Section 2.14	-	BP Energy Company (assignee of Petrohawk Energy Corporation) 1006279 (RS FT)
Section 2.15	-	Reserved For Future Use
Section 2.16	-	CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Oklahoma Gas 1001019 (RS FT)
Section 2.17	-	CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Oklahoma Gas 1007980 (RS NNTS)
Section 2.18	-	CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Oklahoma Gas 1100031 (RS FSS)
Section 2.19	-	CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Arkansas Gas 1008596 (RS FT)
Section 2.20	-	CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Arkansas Gas 1007974 (RS NNTS)
Section 2.21	-	CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Arkansas Gas 1100046 (RS FSS)
Section 2.22	-	CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Louisiana Gas 1001017 (RS FT)
Section 2.23	-	CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Louisiana Gas 1007978 (RS NNTS)
Section 2.24	-	CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Louisiana Gas 1100029 (RS FSS)
Section 2.25	-	CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Texas Gas Operations 1001018 (RS FT)
Section 2.26	-	CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Texas Gas Operations 1007982 (RS NNTS)
Section 2.27	-	CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Texas Gas Operations 1100050 (RS FSS)
Section 2.28	-	CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Texas Gas Operations 1004987 (RS FT)
Section 2.29	-	CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Texas Gas Operations 1007984 (RS NNTS)
Section 2.30	-	CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Texas Gas Operations 1100051 (RS FSS)
Section 2.31	-	Ternium USA, Inc. 1004601 (RS FT)
Section 2.32	-	Navitas Utility Corporation 1011079 (RS FT)
Section 2.33	-	Continental Resources, Inc. 1011192 (RS FT)
Section 2.34	-	Encana Marketing (USA) Inc. 1011022 (RS FT)

**NEGOTIATED RATE AGREEMENTS TABLE OF CONTENTS**

(continued)

Section 2.35	-	Tenaska Gas Storage LLC 1011653 [RS PHS (Park/Loan)]
Section 2.36	-	Green Bay Packaging Inc. 1000176 (RS FT)
Section 2.37	-	Black Hills Energy Arkansas, Inc. 1003771 (RS FT)
Section 2.38	-	Red River Army Depot 1010443 (RS FT)
Section 2.39	-	City of Winfield, KS 1011266 (RS FT)
Section 2.40	-	Arkansas Oklahoma Gas Corporation 1005193 (RS FT)
Section 2.41	-	Reserved For Future Use
Section 2.42	-	Reserved For Future Use

Enable Gas Transmission, LLC

FERC NGA Gas Tariff

Second Revised Volume Negotiated Rates and Non-Conforming Agreements

**Section 2.35, Version 4.0.0**

Effective April 1, 2020

Tenaska Gas Storage, LLC 1011653 (RS PHS (Park/Loan))

Option Code "A"



**RATE SCHEDULE PHS SERVICE AGREEMENT (PARK/LOAN)**  
**TSA No. 1011653**

THIS AGREEMENT is made effective as of the date below by and between ENABLE GAS TRANSMISSION, LLC, a Delaware limited liability company, hereinafter called "Transporter", and Shipper (defined below). In consideration of the mutual covenants and agreements as herein set forth, both Transporter and Shipper covenant and agree as follows:

**1) SHIPPER INFORMATION:**

Shipper's Name: Tenaska Gas Storage, LLC  
14302 FNB Parkway  
Omaha, NE 68154

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:**

Effective Date: April 1, 2020, subject to FERC approval

End Date: The end of the day on October 31, 2020

Evergreen/Term Extension? No

**4) QUANTITIES, POINTS, SERVICE and RATE:**

**Park:**

Maximum Aggregate Quantity (MAQ): (MAQ Park): Up to 200,000 Dth

Maximum Quantities:	Up to 25,000 Dth/D Park	04/01/2020 - 10/31/2020
	Up to 25,000 Dth/D Removal of Parked Quantities	04/01/2020 - 10/31/2020

**Loan:**

Maximum Aggregate Quantity (MAQ): (MAQ Loan): Up to 200,000 Dth

Maximum Quantities:	Up to 25,000 Dth/D Loan	04/01/2020 - 10/31/2020
	Up to 25,000 Dth/D Return of Loaned Quantities	04/01/2020 - 10/31/2020

**Points:**

<u>Parking</u>	<u>ID No.</u>	<u>Quantity (Dth/D)</u>	<u>Date(s)</u>
Receipt Points and Pools in the Neutral Pooling Area	N/A	Up to 25,000	04/01/2020 - 10/31/2020

<u>Loaning</u>	<u>ID No.</u>	<u>Quantity (Dth/D)</u>	<u>Date(s)</u>
Receipt Points and Pools in the Neutral Pooling Area	N/A	Up to 25,000	04/01/2020 - 10/31/2020

<u>Removal of Parked Quantities:</u>	<u>ID No.</u>	<u>Quantity (Dth/D)</u>	<u>Date(s)</u>
Receipt Points and Pools in the Neutral Pooling Area	N/A	Up to 25,000	04/01/2020 - 10/31/2020

**RATE SCHEDULE PHS SERVICE AGREEMENT (PARK/LOAN)**

TSA No. 1011653

(continued)

<u>Return of Loaned Quantities:</u>	<u>ID No.</u>	<u>Quantity (Dth/D)</u>	<u>Date(s)</u>
Receipt Points and Pools in the Neutral Pooling Area	N/A	Up to 25,000	04/01/2020 – 10/31/2020

**RATE:**

Unless Transporter agrees otherwise in an Attachment A 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 applicable Tariff penalties, charges, fees or assessments. Shipper shall not at any time pay less than the minimum Tariff rate.

Rate (\$/Dth):

Activity: See Rates and Clarifications

\$ 0.0000 per Dth of aggregate parked quantities each day of up to 25,000 Dth/D for the period 04/01/2020 - 10/31/2020 at the points specified above.

\$ 0.0000 per Dth of aggregate removed quantities each day of up to 25,000 Dth/D for the period 04/01/2020 - 10/31/2020 at the points specified above but not to exceed aggregate eligible quantity parked.

\$ 0.0000 per Dth of aggregate loaned quantities each day of up to 25,000 Dth/D for the period 04/01/2020 - 10/31/2020 at the points specified above.

\$ 0.0000 per Dth of aggregate returned quantities each day of up to 25,000 Dth/D for the period 04/01/2020 - 10/31/2020 at the points specified above but not to exceed aggregate eligible quantity loaned.

Inventory: \$0.0000 per Dth

AutoPAL option elected: No;

Nomination Balancing Service option elected: No

**Rates and Clarifications:**

For the period 04/01/2020 - 10/31/2020, Shipper agrees to pay Transporter a monthly amount of \$20,000.00.

The rates herein apply only to the services described above, including without limitation, the quantities, points and dates stated above. Negotiated Rates apply per Section 12.3, GT&C of EGT's Tariff.

Unless otherwise agreed, the removal and/or return of park and/or loan quantities will occur at the same Pool or point as the initial park and/or loan.

This Agreement is a Park and Loan agreement. Accordingly, subsequent nominations under this Agreement that could be characterized as either initial or follow-up (removal of park or return of loan) activity, shall be deemed to be either a removal of parked (on a first-in, first-out basis) or return of loaned (on a first-out, first-in basis) quantities, as applicable, until the park or loan account inventory balance reaches zero, prior to being deemed nominations for initial park or loan activity, as applicable.

- 5) The General Terms and Conditions for this TSA are incorporated by reference into this TSA.
- 6) Other Provisions: In addition to the above amounts, Shipper shall pay any applicable Tariff penalties, charges, fees or assessments.

RATE SCHEDULE PHS SERVICE AGREEMENT (PARK/LOAN)  
TSA No. 1011653  
(continued)

Please sign below and return this agreement to Transporter. If Transporter does not receive a signed confirmation within forty-eight (48) hours of transmittal, but Shipper nominates and flows gas consistent herewith, Shipper has accepted the terms hereof without changes. Transporter may void this confirmation if not accepted by Shipper within forty-eight (48) hours.

ENABLE GAS TRANSMISSION, LLC

By: [Signature]  
Name: Amrish Patel  
Title: Director  
Date: 2/14/2020

TENASKA GAS STORAGE, LLC

By: [Signature]  
Name: John Haggerty  
Title: Trading Analyst  
Date: 2/5/20

RATE SCHEDULE PHS TSA (PARK/LOAN)  
GENERAL TERMS AND CONDITIONS  
TSA No. 1011653

1. 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 General Terms and Conditions of the Tariff.
2. 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.
3. 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.
4. This Agreement shall be subject to the provisions of Rate Schedule PHS and any other applicable Rate Schedules, as well as the General Terms and Conditions 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.
5. 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 General Terms and Conditions, in accordance with the Natural Gas Act or other applicable law.
6. Except as otherwise permitted in the 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. 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.
7. Any notice, statement, or bill provided for in this Agreement shall be in writing 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 therein, 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.
8. All modifications, amendments or supplements to the terms and provisions hereof shall be effected by supplementary written or electronic consent of the parties.

Enable Gas Transmission, LLC

FERC NGA Gas Tariff

Second Revised Volume Negotiated Rates and Non-Conforming Agreements

**Section 2.39, Version 4.0.0**

Effective April 1, 2020

City of Winfield, KS 1011266 (RS FT)

Option Code "A"

**AMENDED AND RESTATED  
FIRM (RATE SCHEDULE FT)  
TRANSPORTATION SERVICE AGREEMENT  
TSA No.: 1011266**

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

**1) SHIPPER INFORMATION:**

Shipper's Name: City of Winfield, Kansas  
2701 E. 9<sup>th</sup> Avenue  
Winfield, KS 67156  
Attn: Gus Collins  
Email: gcollins@winfieldks.org

Type of Entity: Kansas municipality

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 April 1, 2018, as amended and restated April 1, 2020,  
subject to FERC approval

Primary Term End Date: The end of the Day on March 31, 2021

Evergreen/Term Extension? No

Contract Demand (Dth/D): 1,500

Receipt Entitlement(s) (Dth/D): West 1 Pooling Area 1,500

<u>Primary Receipt Point(s):</u>	<u>Maximum Receipt Obligation (Dth/D)</u>
Markwest Arapaho Plant (Meter No. 810010)	1,500

<u>Primary Delivery Point(s):</u>	<u>Maximum Delivery Obligation (Dth/D)</u>
City of Winfield PWR (Meter No. 805107)	1,500

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

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

**AMENDED AND RESTATED  
FIRM (RATE SCHEDULE FT)  
TRANSPORTATION SERVICE AGREEMENT  
TSA No.: 1011266  
(continued)**

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

(i) Negotiated Rate.

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

The rates which Transporter shall bill and Shipper shall pay under the Agreement for services shall be as follows:

Shipper shall pay a Reservation Charge each Month (calculated by multiplying \$0.0300 per Dth by 30.41667) based on the Dth of Contract Demand specified in the Agreement, regardless of the quantity of gas transported during the Service Month, plus a fixed Commodity Rate of \$0.2799 per Dth transported. If Shipper releases capacity, it shall pay the Transporter for any portion of the foregoing Commodity Rate not paid by the Replacement Shipper. The rates provided for herein shall not be subject to refund or reduction if in excess of any maximum otherwise allowed.

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 West 1 Pooling Area.

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).

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

(iii) Term of Rate:

Begin Date(s): April 1, 2020

End Date(s): The end of the Day on March 31, 2021.

- (b) Authorized Overrun: Unless Transporter agrees otherwise, the rate for any authorized overrun quantities shall be the greater of the maximum Tariff rate or \$0.3099 per Dth.

- (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.

**AMENDED AND RESTATED  
FIRM (RATE SCHEDULE FT)  
TRANSPORTATION SERVICE AGREEMENT  
TSA No.: 1011266  
(continued)**

(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, 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



**AMENDED AND RESTATED  
FIRM (RATE SCHEDULE FT)  
TRANSPORTATION SERVICE AGREEMENT  
TSA No.: 1011266  
(continued)**

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 April 1, 2020, this Agreement amends and restates Transportation Service Agreement No. 1011266, originally effective April 1, 2018, 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? 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) Pursuant to Section 21.10, GT&C, of the Tariff, the parties have agreed to an extension of the term with respect to all of the capacity committed under the Service Agreement being amended and extended.
- 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.

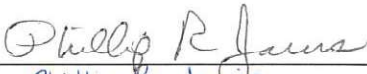
AMENDED AND RESTATED  
FIRM (RATE SCHEDULE FT)  
TRANSPORTATION SERVICE AGREEMENT  
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(continued)

- 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**

By:   
Name: John S. Pawlik  
Title: Sr. Manager, Commercial T&S  
Date: March 4, 2020

**CITY OF WINFIELD, KANSAS**

By:   
Name: Phillip R. Jarvis  
Title: Mayor  
Date: 3-2-2020

**AMENDED AND RESTATED  
FIRM (RATE SCHEDULE FT)  
TRANSPORTATION SERVICE AGREEMENT  
TSA No.: 1011266**

**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.

## **APPENDIX B**

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Section 2.3	-	Blue Mountain Midstream LLC 1011347 (RS FT)
Section 2.4	-	Pilgrim's Pride Corporation 1010887 (RS FT)
Section 2.5	-	Southwestern Electric Power Company 1006349 (RS EFT)
Section 2.6	-	Entergy Arkansas, Inc. 1009621 (RS FT)
Section 2.7	-	Entergy Arkansas, Inc. 1009622 (RS FT)
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Section 2.9	-	Weatherly Oil & Gas, LLC 1010414 (RS FT)
Section 2.10	-	Southwestern Electric Power Company 1006888 (RS EFT)
Section 2.11	-	XTO Energy, Inc. 1006615 (RS FT)
Section 2.12	-	Entergy Arkansas, Inc. 1008791 (RS EFT)
Section 2.13	-	BP Energy Company (assignee of Petrohawk Energy Corporation) 1005249 (RS FT)
Section 2.14	-	BP Energy Company (assignee of Petrohawk Energy Corporation) 1006279 (RS FT)
Section 2.15	-	Reserved For Future Use
Section 2.16	-	CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Oklahoma Gas 1001019 (RS FT)
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Section 2.18	-	CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Oklahoma Gas 1100031 (RS FSS)
Section 2.19	-	CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Arkansas Gas 1008596 (RS FT)
Section 2.20	-	CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Arkansas Gas 1007974 (RS NNTS)
Section 2.21	-	CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Arkansas Gas 1100046 (RS FSS)
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Section 2.26	-	CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Texas Gas Operations 1007982 (RS NNTS)
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Section 2.28	-	CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Texas Gas Operations 1004987 (RS FT)
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Section 2.31	-	Ternium USA, Inc. 1004601 (RS FT)
Section 2.32	-	Navitas Utility Corporation 1011079 (RS FT)
Section 2.33	-	Continental Resources, Inc. 1011192 (RS FT)
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Section 2.37	-	Black Hills Energy Arkansas, Inc. 1003771 (RS FT)
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Section 2.40	-	Arkansas Oklahoma Gas Corporation 1005193 (RS FT)
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Section 2.42	-	Reserved For Future Use

Enable Gas Transmission, LLC

FERC NGA Gas Tariff

Second Revised Volume Negotiated Rates and Non-Conforming Agreements

**Section 2.39, Version ~~3~~4.0.0**

Effective April 1, ~~2019~~2020

City of Winfield, KS 1011266 (RS FT)

Option Code "A"

**AMENDED AND RESTATED  
FIRM (RATE SCHEDULE FT)  
TRANSPORTATION SERVICE AGREEMENT  
TSA No.: 1011266**

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

**1) SHIPPER INFORMATION:**

Shipper's Name: City of Winfield, Kansas  
2701 E. 9<sup>th</sup> Avenue  
Winfield, KS 67156-~~0646~~  
~~Facsimile No.: (620) 221-5618~~  
~~E-mail Address:~~ Attn: Gus Collins  
Email: gcollins@winfieldks.org

Type of Entity: Kansas municipality

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 April 1, 2018, as amended and restated April 1, ~~2019~~, 2020,  
subject to FERC approval

Primary Term End Date: The end of the Day on March 31, ~~2020~~ 2021

Evergreen/Term Extension? No

Contract Demand (Dth/D): 1,500-~~Dth/D~~

Receipt Entitlement(s) (Dth/D): West 1 Pooling Area 1,500-~~Dth/D~~

<u>Primary Receipt Point(s):</u>	<u>Maximum Receipt Obligation (Dth/D)</u>
Markwest Arapaho Plant (Meter No. 810010)	1,500

<u>Primary Delivery Point(s):</u>	<u>Maximum Delivery Obligation (Dth/D)</u>
City of Winfield PWR (Meter No. 805107)	1,500

**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:



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- (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 rates which Transporter shall bill and Shipper shall pay under the Agreement for services shall be as follows:

Shipper shall pay a Reservation Charge each Month (calculated by multiplying \$0.0300 per Dth by 30.41667) based on the Dth of Contract Demand specified in the Agreement, regardless of the quantity of gas transported during the Service Month, plus a fixed Commodity Rate of \$0.2799 per Dth transported. If Shipper releases capacity, it shall pay the Transporter for any portion of the foregoing Commodity Rate not paid by the Replacement Shipper. The rates provided for herein shall not be subject to refund or reduction if in excess of any maximum otherwise allowed.

       The Receipt Point(s) eligible for the rates specified herein shall be ~~the Primary Receipt Point~~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 West 1 Pooling Area.

      The Delivery Point(s) eligible for the rates specified herein shall be ~~the Primary Delivery Point~~those listed in Section 3 of the Agreement (as such Agreement provides on the Effective Date hereof).

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

~~(iii) Description of Rates:~~

~~The rates which Transporter shall bill and Shipper shall pay under the Agreement for services shall be as follows:~~

~~Shipper shall pay a Reservation Charge each Month (calculated by multiplying \$0.03 per Dth by 30.41667) based on the Dth of Contract Demand specified in the Agreement, regardless of the quantity of gas transported during the Service Month, plus a fixed Commodity Rate of \$0.2799 per Dth transported. If Shipper releases capacity, it shall pay Transporter for any portion of the foregoing Commodity Rate not paid by the Replacement Shipper. The rates provided for herein shall not be subject to refund or reduction if in excess of any maximum otherwise allowed.~~

(iii) Term of Rate:

Begin Date(s): April 1, ~~2019~~2020

End Date(s): The end of the Day on March 31, ~~2020~~2021.

- (b) Authorized Overrun: Unless Transporter agrees otherwise, the rate for any authorized overrun quantities shall be the greater of the maximum Tariff rate or \$0.3099 per Dth.

- (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

**AMENDED AND RESTATED  
FIRM (RATE SCHEDULE FT)  
TRANSPORTATION SERVICE AGREEMENT  
TSA No.: 1011266  
(continued)**

any applicable Attachment, Shipper shall provide or pay and Transporter shall retain or charge Fuel Use and LUGF allowances or charges (including the EPC surcharge if applicable) in such quantities or amounts as authorized from time to time by the Tariff and shall pay any applicable charges, penalties, surcharges, fees, taxes, assessments and/or direct billed amounts provided for in the Tariff. The rate in any month shall never be below Transporter's applicable minimum Tariff rate, unless Transporter otherwise agrees. Transporter shall not be responsible for the payment and satisfaction of any taxes assessed or levied on the receipt, transmission (and any activities in connection therewith), delivery, use and/or consumption with respect to Gas delivered or received by Shipper, unless Transporter agrees otherwise.

(d) Rate-Related Provisions:

- (i) Consideration for Rate Granted: Transporter agrees to the rates specified herein or on any applicable Attachment in exchange for Shipper's agreement to forego credits or other benefits to which Shipper would otherwise be entitled, but only to the extent such credits or benefits would result in a greater economic benefit over the applicable term than that represented by the agreed-upon rate. Accordingly, unless Transporter otherwise agrees, Shipper will not receive credits (with the exception of (1) penalty revenue credits provided pursuant to Section 31 of the General Terms and Conditions of Transporter's Tariff, and (2) capacity release credits) from rates, refunds or other revenues collected by Transporter or Shipper if to do so would effectively result in a lower rate or greater economic benefit to Shipper; provided, however, that Transporter and Shipper can agree pursuant to Section 19.8 of the General Terms and Conditions of Transporter's Tariff that Transporter will retain some or all of the capacity release credits to the extent those credits exceed the amount of the Shipper's invoiced demand component. If the parties' agreement to the foregoing is determined invalid or if Shipper seeks to obtain credits or benefits inconsistent therewith, unless Transporter otherwise agrees, it will have the right to immediately terminate or modify any provisions herein or on any applicable Attachment that would allow Shipper to pay amounts less than the maximum applicable Tariff rate.
- (ii) Limitation on Agreed Upon Rate: Unless Transporter agrees otherwise, if at any time receipts and/or deliveries are initially sourced into the system, nominated, scheduled and/or made, by any means, including by temporary Replacement Shipper, or by operation of any Tariff mechanisms, with respect to the capacity obtained by, through or under the Agreement at points, or under conditions, other than those specified herein or on any applicable Attachment, then as of such date, and for the remainder of the Service Month in which such non-compliance occurred, or the remainder of the term of the Agreement, whichever is shorter, Shipper shall be obligated to pay no less than the maximum applicable Tariff rates for service under the Agreement.
- (iii) Regulatory Authority: This Agreement (including any applicable Attachment) is subject to Section 16 of the GT&C of Transporter's Tariff. Transporter and Shipper hereby acknowledge that this Agreement is subject to all valid and applicable federal and local laws and to the orders, rules and regulations of any duly constituted federal or local regulatory body or governmental authority having jurisdiction. Any provision of this Agreement which is determined by any court or regulatory body having jurisdiction to be invalid or unenforceable will be ineffective to the extent of such determination only, without invalidating, or otherwise affecting the validity of, the remaining provisions. Unless the parties agree otherwise, if Transporter has made a good faith determination that a federal or local law, or order, rule or regulation of any governmental authority having or asserting jurisdiction (1) requires performance by Transporter that is inconsistent with the terms specified herein or on any applicable Attachment or (2) conditions or prohibits the granting of selective discounts or other rates specified herein or on any applicable Attachment, then Transporter may provide notice that it intends to renegotiate the rates under the Agreement. If the parties fail to reach agreement within forty-five (45) days of any renegotiation notice given pursuant to the terms of this paragraph, then: (1) the rate provisions herein or on any applicable Attachment shall be terminated, and the rate for service herein or under any applicable Attachment shall be Transporter's applicable maximum Tariff rate, or (2) if Transporter's applicable maximum Tariff rate is greater than the rate for service herein or on any applicable Attachment at the Shipper's option, the

**AMENDED AND RESTATED  
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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, ~~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:**

- 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 April 1, ~~2019~~2020, this Agreement amends and restates Transportation Service Agreement No. 1011266, originally effective April 1, 2018, 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? 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.

AMENDED AND RESTATED  
FIRM (RATE SCHEDULE FT)  
TRANSPORTATION SERVICE AGREEMENT  
TSA No.: 1011266  
(continued)

b) Pursuant to Section 21.10, GT&C, of the Tariff, the parties have agreed to an extension of the term with respect to all of the capacity committed under the Service Agreement being amended and extended.

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

CITY OF WINFIELD, KANSAS

By: \_\_\_\_\_  
Name: John S. Pawlik  
Title: ~~Senior~~ Sr. Manager, Commercial ~~T & S~~  
Date: \_\_\_\_\_

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

**AMENDED AND RESTATED  
FIRM (RATE SCHEDULE FT)  
TRANSPORTATION SERVICE AGREEMENT  
TSA No.: 1011266**

**GENERAL TERMS AND CONDITIONS**

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