

August 1, 2019

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

Re: Enable Gas Transmission, LLC
Docket No. RP19-1447-000
Filing for Approval of Amended Negotiated Rate Agreements and Non-Conforming Agreements

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act¹ and Part 154 of the Regulations of the Federal Energy Regulatory Commission (“Commission” or “FERC”),² Enable Gas Transmission, LLC (“EGT”) hereby submits the following tariff records, to be effective August 1, 2019, as part of its FERC Gas Tariff, Second Revised Volume Negotiated Rates and Non-Conforming Service Agreements (“NRNCA”), and Ninth Revised Volume No. 1:

NRNCA

2.0, NEGOTIATED RATE AGREEMENTS TABLE OF CONTENTS, Version 41.0.0

2.13, BP Energy Company 1005249 (RS FT), Version 3.0.0

2.14, BP Energy Company 1006279 (RS FT), Version 1.0.0

2.34, Encana Marketing (USA) Inc. 1011022 (RS FT), Version 12.0.0

3.0, NON-CONFORMING AGREEMENTS TABLE OF CONTENTS, Version 7.0.0

**3.2, Precedent Agreement dated August 10, 2006, with BP Energy Company
(related to TSA # 1005249), Version 1.0.0**

3.2.1, BP Energy Company 1005249 (RS FT), Version 1.0.0

Ninth Revised Volume No. 1

849, 32. NON-CONFORMING AGREEMENTS, Version 7.0.0

¹ 15 U.S.C. § 717c (2012).

² 18 C.F.R. Part 154.

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

This filing seeks approval of amendments to previously approved negotiated rate and non-conforming agreements for purposes of memorializing the assignment of such agreements to another entity. Additionally, EGT is submitting an amended negotiated rate agreement reflecting a receipt point change. EGT's filing also includes a revised Table of Contents for the NRNCA that reflects the amendments. This filing complies with the requirements of the Commission's Natural Gas Pipeline Negotiated Rate Policies and Practices,³ and with Section 12.3 of the General Terms and Conditions ("GT&C") of EGT's FERC Gas Tariff, Ninth Revised Volume No. 1 ("Tariff"), which allows EGT and its shippers to negotiate rates as provided for in the Commission's Policy Statement.

A. TSA No. 1005249, TSA No. 1006279 and Associated Precedent Agreement:

In 2010, EGT's predecessor, CenterPoint Energy Gas Transmission and Petrohawk Energy Corporation ("Petrohawk") entered into a Precedent Agreement and certain Transportation Service Agreements ("TSAs") under EGT's Rate Schedule FT. Two of these TSAs, No. 1005249 and 1006279, were negotiated rates agreements,⁴ and the Precedent Agreement was filed as a non-conforming agreement in EGT's NRNCA.

On July 15, 2019, the FERC issued an order approving a joint petition for waiver of capacity release policies and regulations and related interstate pipeline tariff provisions filed by Petrohawk and BP Energy Company.⁵ The FERC waiver was necessary to facilitate the assignment and permanent release from Petrohawk to BP of certain interstate pipeline contracts, including the TSAs. EGT, BP, and Petrohawk entered into an agreement dated July 23, 2019 evidencing EGT's consent to the assignment of the TSAs effective August 1, 2019 ("Assignment Agreement").

EGT submits for filing herein TSA Nos. 1005249 and 1006279. TSA No. 1005249 is to be included in Section 2.13, and TSA No. 1006279 is to be included in Section 2.14 of the NRNCA, and the Assignment Agreement is to be included in each such Tariff record. The assignment will be effective August 1, 2019 in accordance with the Assignment Agreement. EGT is submitting an entire copy of TSA Nos. 1005249 and 1006279 for inclusion as tariff records, as required by Section 12.3 of the GT&C of the Tariff. EGT hereby confirms that the negotiated rate agreements submitted herein do not deviate in any material aspect from the Rate Schedule FT Form of Service Agreement in the Tariff.

³ *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").

⁴ These agreements were filed as negotiated rate agreements on April 1, 2010 in Docket No. RP10-574, and accepted by delegated letter order on April 30, 2010. Because the transactions began prior to EGT's establishment of the NRNCA, and the agreements have not been amended previously, TSA Nos. 1005249 and 1006279 have not been included in the NRNCA until now.

⁵ *Petrohawk Energy Corporation and BP Energy Company*, 168 FERC ¶ 61,016 (2019).

EGT filed TSA No. 1005249 and its associated Precedent Agreement as non-conforming agreements in the NRNCA in compliance with Commission orders issued in Docket No. RP10-1372.⁶ Because the Precedent Agreement containing the non-conforming provisions is still in effect, EGT is providing the Assignment Agreement for inclusion in the NRNCA,⁷ and updating the applicable Table of Contents accordingly. Finally, EGT is submitting a revised Section 32 of the GT&C of its Tariff⁸ that reflects the assignment of TSA No. 1005249 and the related Precedent Agreement, to be effective August 1, 2019.

B. TSA No. 1011022 Amendment:

EGT submits for filing herein an amended and restated Rate Schedule FT agreement (TSA No. 1011022) with Encana Marketing (USA) Inc. (“Encana”). EGT hereby confirms that the agreement does not deviate in any material aspect from the Rate Schedule FT Form of Service Agreement in the Tariff.

The original Shipper under TSA No. 1011022 was Newfield Exploration Mid-Continent Inc. (“Newfield”). Earlier this year, Encana purchased 100% of Newfield’s stock, and Encana and Newfield submitted a joint petition requesting temporary waivers of Commission regulations and policies and EGT’s tariff provisions as necessary for Newfield to assign TSA No. 1011022 to Encana.⁹ The Commission approved the petition effective March 15, 2019.¹⁰ EGT and Encana entered into amended TSA No. 1011022, effective April 1, 2019, reflecting the substitution of Encana for Newfield as shipper, and Encana’s parent, Encana Corporation, for Newfield’s parent in the credit support requirements contained in Attachment A to the TSA.

Since taking assignment of TSA No. 1011022, Encana has requested several receipt and/or delivery point changes. Most recently, on July 1, 2019, EGT filed a tariff record reflecting an amendment to TSA No. 1011022 for Commission approval in Docket No. RP19-1354. On July 18, 2019, the Commission issued a Letter Order in Docket No. RP19-1354 accepting the filing to be effective July 1, 2019. Subsequently, Encana requested an amendment to TSA No. 1011022 to reallocate quantities among certain of its Primary Receipt Points. The amended and restated TSA filed herewith contains such receipt point changes.

C. Clean and Marked Tariff Records:

⁶ The Precedent Agreement was originally filed in Docket No. RP10-1372 on September 29, 2010 and accepted by delegated order issued October 29, 2010, subject to EGT filing the transportation service agreement associated with the Precedent Agreement. On November 15, 2010, EGT made a compliance filing in Docket No. RP10-1372-001 submitting TSA No. 1005249, which was accepted by delegated letter order on January 12, 2011.

⁷ TSA No. 1005249 is currently included in Section 3.2.1 and the associated Precedent Agreement is in Section 3.2 of the NRNCA.

⁸ Tariff Record No. 849.

⁹ Encana Marketing (USA) Inc. and Newfield Exploration Mid-Continent, Inc., Joint Petition for Temporary Waivers of Capacity Release Regulations and Policies and Related Pipeline Tariff Provisions, FERC Docket No. RP19-665, February 15, 2019.

¹⁰ *Encana Marketing (USA) Inc.*, 166 FERC ¶61,185 (2019).

Clean versions of the tariff records described above are attached as Appendices A through C. Appendix A contains the Negotiated Rate Agreements Table of Contents and Sections 2.13, 2.14, and 2.34 of the NRNCA. Appendix B contains the Non-Conforming Agreements Table of Contents and Sections 3.2 and 3.2.1 of the NRNCA. Appendix C contains Seventh Revised Sheet No. 849 of Ninth Revised Volume No. 1. Appendices A-1 through C-1 contain marked versions of the tariff records showing changes from the previously filed versions, as required by Section 154.201(a) of the Commission's regulations.

D. Requests for Waiver:

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 August 1, 2019. Additionally, EGT requests all such further relief and waivers as may be appropriate to permit the parties to implement the transactions as contemplated.

II. Materials Included in this Filing.

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:

Appendices A-C – Clean versions of the above referenced tariff records; and

Appendices A-1 – C-1 – Marked versions of the tariff records referenced above.

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, 48th Floor
Houston, TX 77002
(346) 701-2539
lisa.yoho@enablemidstream.com

Jonathan F. Christian
Assistant General Counsel
Enable Gas Transmission, LLC
910 Louisiana Street, 48th 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,¹¹ 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) 701-2146.

Respectfully submitted,

ENABLE GAS TRANSMISSION, LLC

/s/ Lisa D. Yoho

Lisa Yoho

Sr. Director, Regulatory & FERC Compliance

Enclosures

¹¹ 18 C.F.R. §§ 385.2005, 385.2011(c) (5).

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)

Section 2.35 - Reserved For Future Use

NEGOTIATED RATE AGREEMENTS TABLE OF CONTENTS
(continued)

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 2.13, Version 3.0.0

Effective August 1, 2019

BP Energy Company (assignee of Petrohawk Energy Corporation) 1005249 (RS FT)

Option Code "A"

AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA NO. 1005249

THIS TRANSPORTATION SERVICE AGREEMENT ("Agreement"), between CenterPoint Energy Gas Transmission Company ("CEGT"), a Delaware corporation ("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:**

Petrohawk Energy Corporation
Attn: Nate Morrell
1000 Louisiana, Suite 5600
Houston, TX 770022
Facsimile: (832) 204-2895
Email: nmorrell@petrohawk.com

Type of Entity: Delaware corporation

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

2) **REGULATORY AUTHORITY:** Subpart G

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

The term, Contract Demand, Receipt Entitlements, if applicable, and Receipt and Delivery Points for this Agreement shall be as shown below. 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, August 1, 2007; as amended and restated, April 1, 2010, subject to FERC approval.

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

Evergreen? No

Contract Demand: 25,000 Dth/D

Receipt Entitlement(s): Line CP Pooling Area: 25,000 Dth/D

<u>Primary Receipt Point(s):</u>	<u>Maximum Receipt Obligation (Dth/D)</u>
Petrohawk - Line CP (Meter No. 220325)	25,000

<u>Primary Delivery Point(s):</u>	<u>Maximum Delivery Obligation (Dth/D)</u>	<u>Maximum Delivery Pressure (psig)</u>
ANR CP (Meter No. 13547)	25,000	Not applicable
Columbia Gulf CP (Meter No. 13548)	25,000 (Effective on and after the first day of the month following the "In-Service" date of the new compression facilities described in Section 4) (a) (iii) below)	900

AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA NO. 1005249

- 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 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 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 specified below.

- (i) Negotiated Rate.

- (ii) Description of Points:

The eligible Receipt Point(s) shall be the Primary Receipt Point listed in Section 3 of the Agreement (as such Agreement provides on the date hereof), and all generally available points and Pools in the Line CP Pooling Area.

The eligible Delivery Points shall be the Primary Delivery Points listed in Section 3 of the Agreement (as such Agreement provides on the date hereof), and the Delivery Points specified below:

All Perryville Hub Delivery Points

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 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: Negotiated

The rate which Transporter shall bill and Shipper shall pay under the Agreement for services up to Contract Demand (as provided for as of the effective date hereof) shall be as follows: a monthly Reservation Charge of \$7.3395/Dth (effective through December 31, 2011, and on and after January 1, 2015) or \$4.6020/Dth (effective January 1, 2012 – December 31, 2014) plus the minimum applicable Base Commodity Rate for each Dth delivered; provided, however, the rate applicable to transportation between any points other than those specified in (ii) above shall be the higher of the applicable Transmission Allowance or the applicable maximum Tariff rate. For transportation services to which the Line CP Fuel Use and LUFG retentions would otherwise apply, the retention percentages to be assessed shall be fixed at 0.7% and 0.1%, respectively (with no EPC charge to be assessed). The applicable Fuel Use and LUFG retentions set forth in the Tariff shall apply to any other transportation services rendered. Shipper hereby elects to be billed on a levelized basis to the extent Transporter so determines and such option is available under the Tariff. For purposes hereof, the term "Transmission Allowance" shall mean the total rate(s) set forth as applicable to the eligible quantities and services described above. The applicable Transmission Allowance and retention factors shall not be subject to refund or reduction if in excess of the maximum otherwise allowed. 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.

AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA NO. 1005249

The following rate adjustment provision shall apply only for the period extending until the completion, installation and placing in commercial service ("In-Service") of the new Line CP compression facilities proposed by Transporter in its January 26, 2010, filing in FERC Docket No. CP10-47 (Transporter shall post notice of such In-Service date on its Internet Web Site): If, for any Day, Transporter, as a result of anticipated constraints caused by scheduled maintenance affecting Line CP, informs Shipper of reductions ("Anticipated Reduction") in primary firm capacity available for transport within Contract Limitations between the Receipt and Delivery Point(s) designated in Section 3 of the Agreement, then Transporter shall not bill, and Shipper shall not be required to pay, any amounts attributable to the Reservation Charge (expressed as a unit rate on an assumed 100% load factor basis) which would otherwise be assessed for the Deficient Quantity (for purposes hereof, the "Deficient Quantity" for any Day on which scheduled maintenance caused capacity constraints on Line CP shall mean the difference between Shipper's CD and the quantity, both primary and secondary, actually tendered for delivery on that Day; provided that the Deficient Quantity shall not exceed the greater of (i) the amount of the Anticipated Reduction or (ii) the actual amount by which Shipper's CD was reduced due to scheduled maintenance for the Day).

- (iv) Term of Rate:
Effective as of April 1, 2010, through the Primary Term End Date of the Agreement.
- (b) Authorized Overrun: For Negotiated Rate transactions: Unless Transporter agrees otherwise, the rate for any authorized overrun quantities shall be the greater of the maximum Tariff rate or the applicable rate described above.
- (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 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 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), Shipper shall provide or pay and Transporter shall retain or charge Fuel Use and LUGF allowances or charges (including the EPC surcharge) in such quantities or amounts as authorized from time to time by the Tariff and, except as specifically provided otherwise herein or on Attachment A, 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 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 Attachment A 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 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 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,

AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA NO. 1005249

unless Transporter otherwise agrees, it will have the right to immediately terminate or modify any provisions herein or of 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 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 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.
- (iii) Regulatory Authority: This Agreement (including 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 Attachment A, or (2) conditions or prohibits the granting of selective discounts or other rates specified herein or on 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 Attachment A shall be terminated, and the rate for service herein or under 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 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.
- (v) Entire Agreement: Attachment A, if applicable, 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 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.
- (vi) Failure to Exercise Rights: Failure to exercise any right under Attachment A, 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 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

**AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA NO. 1005249**

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, attorney's 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? Yes ____ No X
- 5.3) a) Does this Agreement supersede and cancel a pre-existing Transportation Service Agreement(s) between the parties? Yes ____ No X
- b) Does this Agreement amend and restate in its entirety a pre-existing Transportation Service Agreement(s) between the parties? Yes X No ____
If Yes, the Transportation Service Agreement(s) are described as follows:
Effective as of April 1, 2010, this Agreement amends and restates Transportation Service Agreement No. 1005249, originally effective August 1, 2007, 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 X 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) 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 dates 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 the time except as limited below. If, and to the extent that, access to the Primary Receipt Points is provided via transport capacity held by Transporter on the facilities of third parties pursuant to Section 29 of the GT&C of the Tariff or other approved arrangements, Shipper's contractual right to extend service under the Agreement shall be limited to service solely through facilities owned or capacity controlled by Transporter. Any exercise by Shipper of such ROFR rights shall not require Transporter to extend beyond their original primary terms or renegotiate any current agreements for transport through, or lease capacity from, third parties or to enter into new transport or lease arrangements or construct facilities to replicate existing third party arrangements.
- c) Pursuant to Section 5.4(b) of the General Terms and Conditions, the parties have agreed to the maximum pressure at which Transporter must deliver Gas as set forth in Section 3 above.
- d) Pursuant to Section 21.10, GT&C, of the Tariff, Shipper and Transporter have agreed to an extension of the term with respect to the capacity committed under this Agreement.


AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA NO. 1005249

- 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.

CENTERPOINT ENERGY GAS TRANSMISSION
COMPANY

By: Carol Birchfield
Name: CAROL BIRCHFIELD
Title: VICE PRESIDENT
Date: MARCH 30, 2010 

PETROHAWK ENERGY CORPORATION

By: Steve W. Hobbs
Name: STEVE W. HOBBS
Title: EXECUTIVE V.P.
Date: 3/24/10 

**GENERAL TERMS AND CONDITIONS
TO AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA NO. 1005249**

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, Delhi Fuel Use, Wheeling LUFG, Line CP Fuel Use and LUFG, Fuel Use and LUFG, or Storage Fuel Use and LUFG, 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. Subject to Section 14 of the GT&C of Transporter's Tariff, Shipper may assign this Agreement to an entity with which it is affiliated. 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.
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.

July 23, 2019

Petrohawk Energy Corporation
1700 Platte St.
Denver, CO 80202
Attn: Greg Bensen

BP Energy Corporation
201 Helios Way
Houston, TX 77079
Attn: Dwight Helms

Re: Consent to Assign Firm (Rate Schedule FT) Transportation Service Agreement No. 1005249, originally effective August 1, 2007, Agreement No. 1005819, originally effective October 1, 2007, and Agreement No. 1006279, originally effective July 1, 2008, hereinafter referred to as the "Agreements," between Enable Gas Transmission, LLC ("EGT"), formerly known as CenterPoint Energy Gas Transmission Company, LLC, and Petrohawk Energy Corporation ("Assignor").

Assignor has requested EGT consent to the assignment to BP Energy Company, ("Assignee"), a Delaware corporation, of the Agreements specified above due to a change in the Assignor's corporate organizational structure. Accordingly, Assignee desires to be substituted for Assignor as a party under the Agreements. By their signatures below, the parties hereto evidence their agreement as follows:

1. EGT consents to the assignment subject to the terms and conditions described below and subject to the Federal Energy Regulatory Commission's ("FERC") waiver of capacity release regulations.
2. The assignment will be effective as of the first day of August 2019 in accordance with the request provided by the Assignor.
3. Assignee agrees that it shall be substituted for Assignor in the Agreements and hereby ratifies and adopts all provisions of the Agreements and assumes all rights, obligations and liabilities thereunder.
4. Assignee certifies to EGT that as Shipper it will have title to the gas transported under the Agreements at the time gas is delivered to EGT and while it is being transported by EGT or, in the alternative, that Assignee has secured from the FERC a waiver of this requirement and that such waiver will be effective at the time gas is delivered to EGT and while it is being transported by EGT.

5. Assignor agrees that for all periods prior to the effective date hereunder, it shall remain liable to EGT for its duties and obligation accruing under the Agreements.
6. Assignor and EGT agree that the current credit support will not be released until EGT has approved a replacement guaranty from Assignee or Assignee has otherwise provided adequate credit support acceptable to EGT, all Assignor outstanding duties and obligations have been paid and all necessary FERC approvals have been received.

Very truly yours,


ENABLE GAS TRANSMISSION, LLC

By: 

Name: Rodney J. Sailor

Title: President and Chief Executive Officer

Date: July 31, 2019



TF
CSA

[SIGNATURES CONTINUED ON NEXT PAGE]

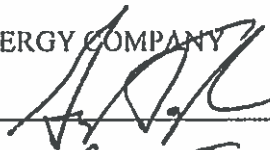
Petrohawk Energy Corporation
BP Energy Company
July XX, 2019

Page 3

PETROHAWK ENERGY CORPORATION

By: 
Name: Gregory D. Bensen
Title: Attorney-in-fact
Date: 7/24/19

BP ENERGY COMPANY

By: 
Name: Gary Taylor
Title: Chief Risk Officer
Date: 7/24/19

Enable Gas Transmission, LLC

FERC NGA Gas Tariff

Second Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.14, Version 1.0.0

Effective August 1, 2019

BP Energy Company (assignee of Petrohawk Energy Corporation) 1006279 (RS FT)

Option Code "A"

**AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA NO. 1006279**

THIS TRANSPORTATION SERVICE AGREEMENT ("Agreement"), between CenterPoint Energy Gas Transmission Company ("CEGT"), a Delaware corporation ("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:

Petrohawk Energy Corporation
Attn: Nate Morrell
1000 Louisiana, Suite 5600
Houston, TX 770022
Facsimile: (832) 204-2895
Email: nmorrell@petrohawk.com

Type of Entity: Delaware corporation

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

2) REGULATORY AUTHORITY: Subpart G

3) TERM, CONTRACT DEMAND AND POINTS:

The term, Contract Demand, Receipt Entitlements, if applicable, and Receipt and Delivery Points for this Agreement shall be as shown below. 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, July 1, 2008; as amended and restated, April 1, 2010, subject to FERC approval.

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

Evergreen? No

Contract Demand: 30,000 Dth/D

Receipt Entitlement(s): Line CP Pooling Area: 30,000 Dth/D

<u>Primary Receipt Point(s):</u>	<u>Maximum Receipt Obligation (Dth/D)</u>
Petrohawk – Line CP (Meter No. 220325)	30,000

<u>Primary Delivery Point(s):</u>	<u>Maximum Delivery Obligation (Dth/D)</u>	<u>Maximum Delivery Pressure (psig)</u>
SESH (Header) (Meter No. 898400)	30,000	Not applicable

Columbia Gulf CP (Meter No. 13548)	30,000 (Effective on and after the first day of the month following the "In-Service" date of the new compression facilities described in Section 4) (a) (iii) below)	900
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AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA NO. 1006279

- 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 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 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 specified below.

- (i) Negotiated Rate.

- (ii) Description of Points:

The eligible Receipt Point(s) shall be the Primary Receipt Point listed in Section 3 of the Agreement (as such Agreement provides on the date hereof), and all generally available points and Pools in the Line CP Pooling Area.

The eligible Delivery Points shall be the applicable Primary Delivery Point listed in Section 3 of the Agreement (as such Agreement provides on the date hereof), and the Secondary Delivery Points specified below:

All Perryville Hub Delivery Points

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 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: Negotiated

The rate which Transporter shall bill and Shipper shall pay under the Agreement for services up to Contract Demand (as provided for as of the effective date hereof) shall be as follows: a monthly Reservation Charge of \$7.3395/Dth (effective through December 31, 2011, and on and after January 1, 2015) or \$4.6020/Dth (effective January 1, 2012 - December 31, 2014) plus the minimum applicable Base Commodity Rate for each Dth delivered; provided, however, the rate applicable to transportation between any points other than those specified in (ii) above shall be the higher of the applicable Transmission Allowance or the applicable maximum Tariff rate. For transportation services to which the Line CP Fuel Use and LUFG retentions would otherwise apply, the retention percentages to be assessed shall be fixed at 0.7% and 0.1%, respectively (with no EPC charge to be assessed). The applicable Fuel Use and LUFG retentions set forth in the Tariff shall apply to any other transportation services rendered. Shipper hereby elects to be billed on a levelized basis to the extent Transporter so determines and such option is available under the Tariff. For purposes hereof, the term "Transmission Allowance" shall mean the total rate(s) set forth as applicable to the eligible quantities and services described above. The applicable Transmission Allowance and retention factors shall not be subject to refund or reduction if in excess of the maximum otherwise allowed. 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.

AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA NO. 1006279

The following rate adjustment provision shall apply only for the period extending until the completion, installation and placing in commercial service ("In-Service") of the new Line CP compression facilities proposed by Transporter in its January 26, 2010, filing in FERC Docket No. CP10-47 (Transporter shall post notice of such In-Service date on its Internet Web Site): If, for any Day, Transporter, as a result of anticipated constraints caused by scheduled maintenance affecting Line CP, informs Shipper of reductions ("Anticipated Reduction") in primary firm capacity available for transport within Contract Limitations between the Receipt and Delivery Point(s) designated in Section 3 of the Agreement, then Transporter shall not bill, and Shipper shall not be required to pay, any amounts attributable to the Reservation Charge (expressed as a unit rate on an assumed 100% load factor basis) which would otherwise be assessed for the Deficient Quantity (for purposes hereof, the "Deficient Quantity" for any Day on which scheduled maintenance caused capacity constraints on Line CP shall mean the difference between Shipper's CD and the quantity, both primary and secondary, actually tendered for delivery on that Day; provided that the Deficient Quantity shall not exceed the greater of (i) the amount of the Anticipated Reduction or (ii) the actual amount by which Shipper's CD was reduced due to scheduled maintenance for the Day).

- (iv) Term of Rate:
Effective as of April 1, 2010, through the Primary Term End Date of the Agreement.

- (b) Authorized Overrun: For Negotiated Rate transactions: Unless Transporter agrees otherwise, the rate for any authorized overrun quantities shall be the greater of the maximum Tariff rate or the applicable rate described above.
- (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 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 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), Shipper shall provide or pay and Transporter shall retain or charge Fuel Use and LUFG allowances or charges (including the EPC surcharge) in such quantities or amounts as authorized from time to time by the Tariff and, except as specifically provided otherwise herein or on Attachment A, 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 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 Attachment A 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 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 Tariff that Transporter will retain some or all of the capacity release credits to the extent those credits

**AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA NO. 1006279**

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 of 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 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 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.
- (iii) Regulatory Authority: This Agreement (including 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 Attachment A, or (2) conditions or prohibits the granting of selective discounts or other rates specified herein or on 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 Attachment A shall be terminated, and the rate for service herein or under 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 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 applicable, 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 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 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 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.

AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA NO. 1006279

- (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, attorney's 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? Yes ____ No X
- 5.3) a) Does this Agreement supersede and cancel a pre-existing Transportation Service Agreement(s) between the parties? Yes ____ No X
- b) Does this Agreement amend and restate in its entirety a pre-existing Transportation Service Agreement(s) between the parties? Yes X No ____
If Yes, the Transportation Service Agreement(s) are described as follows:
Effective as of April 1, 2010, this Agreement amends and restates Transportation Service Agreement No 1006279, originally effective July 1, 2008, 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 X 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 5.4(b) of the General Terms and Conditions, the parties have agreed to the maximum pressure at which Transporter must deliver Gas as set forth in Section 3 above.
- c) Pursuant to Section 21.10, GT&C, of the Tariff, Shipper and Transporter have agreed to an extension of the term with respect to the capacity committed under this Agreement.

- 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
TSA NO. 1006279

- 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.

CENTERPOINT ENERGY GAS TRANSMISSION
COMPANY

By: Carol Burchfield
Name: CAROL BURCHFIELD
Title: VICE PRESIDENT
Date: MARCH 30, 2010 *AK*

PETROHAWK ENERGY CORPORATION

By: Steve W. Henry
Name: STEVE W. HENRY
Title: EXECUTIVE V.P.
Date: 3/24/10 *AK*

**GENERAL TERMS AND CONDITIONS
TO AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA NO. 1006279**

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, Delhi Fuel Use, Wheeling LUFG, Line CP Fuel Use and LUFG, Fuel Use and LUFG, or Storage Fuel Use and LUFG, 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. Subject to Section 14 of the GT&C of Transporter's Tariff, Shipper may assign this Agreement to an entity with which it is affiliated. 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.
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.

July 23, 2019

Petrohawk Energy Corporation
1700 Platte St.
Denver, CO 80202
Attn: Greg Bensen

BP Energy Corporation
201 Helios Way
Houston, TX 77079
Attn: Dwight Helms

Re: Consent to Assign Firm (Rate Schedule FT) Transportation Service Agreement No. 1005249, originally effective August 1, 2007, Agreement No. 1005819, originally effective October 1, 2007, and Agreement No. 1006279, originally effective July 1, 2008, hereinafter referred to as the "Agreements," between Enable Gas Transmission, LLC ("EGT"), formerly known as CenterPoint Energy Gas Transmission Company, LLC, and Petrohawk Energy Corporation ("Assignor").

Assignor has requested EGT consent to the assignment to BP Energy Company, ("Assignee"), a Delaware corporation, of the Agreements specified above due to a change in the Assignor's corporate organizational structure. Accordingly, Assignee desires to be substituted for Assignor as a party under the Agreements. By their signatures below, the parties hereto evidence their agreement as follows:

1. EGT consents to the assignment subject to the terms and conditions described below and subject to the Federal Energy Regulatory Commission's ("FERC") waiver of capacity release regulations.
2. The assignment will be effective as of the first day of August 2019 in accordance with the request provided by the Assignor.
3. Assignee agrees that it shall be substituted for Assignor in the Agreements and hereby ratifies and adopts all provisions of the Agreements and assumes all rights, obligations and liabilities thereunder.
4. Assignee certifies to EGT that as Shipper it will have title to the gas transported under the Agreements at the time gas is delivered to EGT and while it is being transported by EGT or, in the alternative, that Assignee has secured from the FERC a waiver of this requirement and that such waiver will be effective at the time gas is delivered to EGT and while it is being transported by EGT.

5. Assignor agrees that for all periods prior to the effective date hereunder, it shall remain liable to EGT for its duties and obligation accruing under the Agreements.
6. Assignor and EGT agree that the current credit support will not be released until EGT has approved a replacement guaranty from Assignee or Assignee has otherwise provided adequate credit support acceptable to EGT, all Assignor outstanding duties and obligations have been paid and all necessary FERC approvals have been received.

Very truly yours,


ENABLE GAS TRANSMISSION, LLC

By: 

Name: Rodney J. Sailor

Title: President and Chief Executive Officer

Date: July 31, 2019



TF
CSA

[SIGNATURES CONTINUED ON NEXT PAGE]

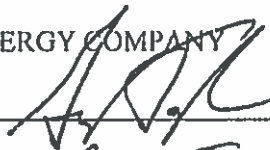
Petrohawk Energy Corporation
BP Energy Company
July XX, 2019

Page 3

PETROHAWK ENERGY CORPORATION

By: 
Name: Gregory D. Bensen
Title: Attorney-in-fact
Date: 7/24/19

BP ENERGY COMPANY

By: 
Name: Gary Taylor
Title: Chief Risk Officer
Date: 7/24/19

Enable Gas Transmission, LLC

FERC NGA Gas Tariff

Second Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.34, Version 12.0.0

Effective August 1, 2019

Encana Marketing (USA) Inc. 1011022 (RS FT)

Option Code "A"

**AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA No.: 1011022**

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: Encana Marketing (USA) Inc.
370 17th Street, Suite 1700
Denver, CO 80202
Attn: Lisa Walsh
Email: Lisa.Walsh@Encana.com

Type of Entity: Delaware 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 October 1, 2018, as amended and restated August 1, 2019, subject to FERC approval

Primary Term End Date: The end of the Day on September 30, 2028

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): 205,000

Receipt Entitlement(s) (Dth/D): West 1 Pooling Area 205,000

<u>Primary Receipt Point(s):</u>	<u>Maximum Receipt Obligation (Dth/D)</u>
Okarche Aggregate Point (Meter No. 290506)	148,000 (August 1, 2019 – August 31, 2019)
	160,000 (September 1, 2019 and thereafter)
Markwest Arapaho Plant (Meter No. 810010)	17,000 (August 1, 2019 – August 31, 2019)
	5,000 (September 1, 2019 - March 31, 2021)
	30,000 (April 1, 2021 and thereafter)
Oneok Westex Summary RE (Meter No. 805222)	30,000 (August 1, 2019 – October 31, 2019)
Markwest Buffalo Crk PI (Meter No. 730040)	10,000 (August 1, 2019 - October 31, 2019)
	40,000 (November 1, 2019 – March 31, 2021)
	15,000 (April 1, 2021 and thereafter)

<u>Primary Delivery Point(s):</u>	<u>Maximum Delivery Obligation (Dth/D)</u>
EGT GLF Cross Bennington (Meter No. 290482)	120,000
CGT PV Core Del (Meter No. 805092)	45,000 (August 1, 2019 – October 31, 2023)
TGT PV Core Del (Meter No. 801532)	45,000 (November 1, 2023 and thereafter)
TGT @ Helena, AR TG09303 (Meter No. 801530)	40,000

**AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA No.: 1011022
(continued)**

- 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 on the Effective Date hereof) shall be achieved by adjusting, if required, Transporter's then-effective applicable maximum Tariff rates to a level which yields a unit rate ("Transmission Allowance"), of \$0.2528 per Dth, when calculated on an assumed 100% load factor basis, based on Shipper's Contract Demand and the average number of Days in the Service Month during a calendar year regardless of the quantity of gas transported. The applicable Maximum Commodity Rate shall be paid for each Dth delivered hereunder. 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 levelized basis to the extent Transporter so determines and such option is available under the Tariff.

As described above, the Transmission Allowance includes a Reservation Charge. Shipper shall pay the 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 Maximum Commodity Rate from the applicable Transmission Allowance. Notwithstanding anything to the contrary in this Agreement, if Transporter revises the gas quality specifications contained in Section 4 of the Tariff and: (a) gas tendered by Shipper hereunder meets the gas quality specifications existing as of March 8, 2017; (b) gas tendered by Shipper fails to meet the revised gas quality specifications; and (c) Transporter refuses to accept such gas tendered by Shipper, then Transporter shall credit to Shipper an amount equal to the applicable 100 percent load factor based unit rate Reservation Charge multiplied by the volume of gas which Transporter refuses to accept.

Shipper shall provide or pay and Transporter shall retain or charge system Fuel Use and LUGF allowances or charges (including the EPC surcharge), calculated pursuant to Section 27 of the Tariff and set forth in the Statement of Effective Rates and Charges for Transportation of Gas for Rate Schedule FT service, as revised from time to time.

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 of this Agreement) and all other generally available points and Pools, including EGT West Transfer (Meter No. 290644).

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 all generally available Secondary Delivery Points on Transporter's system, including EGT NGPL Bryan (Meter No. 290483) and EGT/MEP Bennington (Meter No. 302020).

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

**AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA No.: 1011022
(continued)**

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): August 1, 2019

End Date(s): The end of the Day on September 30, 2028.

- (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. Forty percent (40%) of the charges for Authorized Overrun service paid by Shipper during the term of this Agreement shall be credited to Shipper on the invoice for the final month of service of the Primary Term of this Agreement ("AOR Credit") as long as, for any given Day in which Authorized Overrun Charges were incurred, all the receipts used on that Day were from the receipt points listed under Section 3 of this Agreement. The AOR Credit shall be first applied as an offset against invoiced charges for service for the final month of service of the Primary Term of this Agreement and will then be applied against any remaining unpaid charges for service under this Agreement. Transporter shall pay to Shipper the AOR Credit remaining, if any, after such application
- (c) General: In consideration for Shipper's continuing compliance with the provisions of the Agreement, the transportation rates and charges as defined above or on any applicable Attachment for the specified services provided under the Agreement only apply to receipts from, and subsequent deliveries to, the Points of Receipt and Delivery, quantities and/or time periods described above or on any applicable Attachment and to reserved capacity necessary to effect such service. In addition to any rate or amount referred to herein (including discounted rates, Negotiated Rates, overrun rates and maximum Tariff rates), except as specifically provided otherwise herein or on any applicable Attachment, Shipper shall provide or pay and Transporter shall retain or charge Fuel Use and LUGF allowances or charges (including the EPC surcharge) 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; and (3) reservation charge credits in accordance with Section 18, GT&C, of the Tariff) 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

**AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA No.: 1011022
(continued)**

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 with initial capital letters are so used with the respective meanings ascribed to them in Transporter's Tariff.
- (v) Failure to Exercise Rights: Failure to exercise any right under any Attachment, if applicable, or the Agreement shall not be considered a waiver of such right in the future. No waiver of any default in the performance of any applicable Attachment or the Agreement shall be construed as a waiver of any other existing or future default, whether of a like or different character.
- (e) Inability to Collect Negotiated Rates: If Transporter is unable to collect Negotiated Rates due to a change in Commission policy or rejection of the transaction by the Commission prior to or during the term of such transaction, then, unless the parties agree otherwise, Shipper shall pay the maximum Tariff rate for the services. In such event, Transporter shall notify Shipper in writing of the requirement to pay maximum Tariff rates and, if the maximum Tariff rates are greater than the Negotiated Rates under such transaction, Shipper shall have no more than thirty (30) days from the date of such notification to give notice in writing of termination of the applicable Agreement, with such termination to be effective no earlier than the end of the Month following the Month in which such termination notice is received.

**AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA No.: 1011022
(continued)**

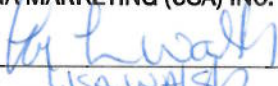
5) OTHER PROVISIONS:

- 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 August 1, 2019, this Agreement amends and restates Transportation Service Agreement No. 1011022, originally effective October 1, 2018, as subsequently amended, restated and/or superseded prior to or as of the effective date hereof, assigned by Newfield Exploration Mid-Continent Inc., the original Shipper hereunder, to Encana Marketing (USA) Inc. pursuant to waivers granted by the Federal Energy Regulatory Commission in Docket No. RP19-665.
 - 5.4) Is this Agreement entered into pursuant to and subject to CAPACITY RELEASE, Section 19 of the GT&C of Transporter's Tariff? No
 - 5.5) Does this Agreement include any other terms/provisions permitted by the Tariff? Yes
In accordance with Section 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.
 - 5.6) This Agreement is subject to the collateral or credit provisions as follows or set forth on Attachment A hereto.
 - 5.7) As permitted by the applicable Form of Service Agreement in Transporter's Tariff, this Agreement contains two signature pages to facilitate execution in counterparts. Taken together, the counterparts will be considered one original.
- 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
TSA No.: 1011022
(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.

ENCANA MARKETING (USA) INC.

By: 
Name: Lisa Walsh
Title: Director of Gas Marketing
Date: 7/24/19

AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA No.: 1011022
(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: Rodney J. Sailer

Title: President & Chief Executive Officer

Date: 7/29/19

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**AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA No.: 1011022**

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.

**AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA No.: 1011022**

ATTACHMENT A

Shipper's Credit Support Obligation. Shipper shall maintain creditworthiness consistent with the terms of this Attachment A throughout the term of this Transportation Service Agreement. Shipper must demonstrate creditworthiness as provided in this Attachment A or shall undertake other actions as provided below to provide required credit support.

1. Credit Support

(a) Definitions. The following definitions will apply to this Attachment A:

"Adequate Assurance of Performance" means sufficient security in the form, amount, for a term, and from an issuer, all as reasonably acceptable to EGT, including, but not limited to a cash security deposit or a standby irrevocable letter of credit.

"Creditworthy" or "Creditworthiness" means maintaining a Minimum Credit Rating or, in the alternative, notwithstanding the failure to meet or maintain a Minimum Credit Rating, if EGT determines that the financial position of Shipper or its Guarantor is and remains reasonably acceptable to EGT, as determined in accordance with the criteria set forth in Section 2 of this Attachment A, during the term of this Agreement.

"Guarantor" means Encana Corporation.

"Minimum Credit Rating" means a long-term senior unsecured debt rating from either (1) Moody's or an applicable successor agency of Baa3 or higher, or (2) S&P or an applicable successor agency of BBB- or higher.

"Moody's" means Moody's Investors Service, Inc. or any successor thereto.

"S&P" means Standard & Poor's Financial Services LLC or any successor thereto.

- (b) If Shipper is not Creditworthy, Shipper's Guarantor must provide a guaranty in a form acceptable to Enable upon the Effective Date in the amount of \$116.65 million, provided, if Shipper later becomes Creditworthy, any guaranty provided hereunder shall terminate immediately and have no further force or effect and Transporter shall return such guaranty to Guarantor; provided further that, if Shipper fails to maintain Creditworthiness, the guaranty provided for hereunder shall be reinstated immediately. This maximum guarantee amount shall be adjusted downward as necessary such that at any time the maximum guarantee amount shall not exceed the total demand charges remaining under the primary term and any extension term of this Agreement.
- (c) Adequate Assurance. If Guarantor, beginning on the Effective Date, at any time fails to maintain Creditworthiness, EGT may demand Adequate Assurance of Performance in an amount equal to the lesser of: (i) \$36,529,565.00; or (ii) all of the reservation charges that will be payable during the remaining term of this Agreement. If Transporter demands Adequate Assurance of Performance, Shipper shall provide Adequate Assurance of Performance within five (5) business days after receipt of a written demand from Transporter.
- (d) Default. If Shipper fails to provide Adequate Assurance of Performance as and when due at any time after the commencement of service under this Agreement, Transporter shall have the right, at its sole election, to terminate or suspend this Agreement in accordance with the provisions of Transporter's FERC Gas Tariff in addition to any other remedies Transporter may have under this Transportation Service Agreement, Transporter's FERC Gas Tariff, at law or in equity.
- (e) Security Interest. Shipper hereby grants to Transporter a continuing first priority security interest in, lien on, and right of setoff against all Adequate Assurance of Performance in the form of cash transferred by Shipper to Transporter. Upon the return by Transporter to Shipper of such Adequate Assurance of Performance, the security interest and lien granted hereunder on that Adequate Assurance of Performance shall be released automatically and, to the extent possible, without any further action by either party.
- (f) Return of Adequate Assurance. If Shipper provides Adequate Assurance of Performance, and if Shipper or Guarantor subsequently achieves Creditworthiness, then Shipper will no longer be required to provide Adequate Assurance of Performance for so long as Guarantor maintains Creditworthiness. In such event, if Shipper has provided Adequate Assurance of Performance in the form of cash, Transporter shall return such Adequate Assurance of Performance to Shipper within five (5) business days after receipt of a written demand from Shipper.
- (g) Transporter Tariff Obligation. This Attachment A shall be in addition to, and not in lieu of, any requirements under Transporter's FERC Gas Tariff.

**AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA No.: 1011022**

**ATTACHMENT A
(continued)**

2. Determination of Reasonably Acceptable Financial Position

The financial position of Shipper shall be deemed to be reasonably acceptable to Transporter as long as each of the following criteria is satisfied with respect to Encana Marketing (USA) Inc., a Delaware corporation and Shipper's ultimate parent company ("Parent"), as of such time:

- (a) Parent shall have provided and maintained a guaranty in a form acceptable to Transporter in the amount set forth in Section 1 (b) of this Attachment A.
- (b) Parent shall maintain a long-term senior unsecured debt rating from either (1) Moody's Investors Services, Inc. or an applicable successor agency of Ba3 or higher, or (2) Standard & Poor's Financial Services, LLC or any applicable successor agency of BB- or higher.

3. Governing Law

GOVERNING LAW, JURISDICTION AND VENUE: THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS. BOTH PARTIES HEREBY IRREVOCABLY CONSENT TO THE PERSONAL JURISDICTION AND VENUE IN THE STATE AND FEDERAL COURTS OF HARRIS COUNTY, TEXAS.

APPENDIX B

NON-CONFORMING AGREEMENTS TABLE OF CONTENTS

Section 3.1	-	Non-Conforming Agreements Reference to Ninth Revised Volume No. 1
Section 3.2	-	Precedent Agreement dated August 10, 2006, with BP Energy Company (assignee of Petrohawk Energy Corporation) (related to TSA # 1005249)
Section 3.2.1	-	BP Energy Company (assignee of Petrohawk Energy Corporation) 1005249 (RS FT)
Section 3.3	-	Reserved For Future Use
Section 3.4	-	Reserved For Future Use
Section 3.5	-	Reserved For Future Use
Section 3.5.1	-	Reserved For Future Use
Section 3.5.2	-	Reserved For Future Use
Section 3.5.3	-	Reserved For Future Use
Section 3.6	-	Weatherly Oil & Gas, LLC (assignee of SND Operating, LLC) (capacity released from Chesapeake Energy Marketing, L.L.C. (TSA No. 1006966)) TSA No. 1010414

Enable Gas Transmission, LLC

FERC NGA Gas Tariff

Second Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 3.2, Version 1.0.0

Effective August 1, 2019

Precedent Agreement dated August 10, 2006,

with BP Energy Company (assignee of Petrohawk Energy Corporation)

(related to TSA # 1005249)

Option Code "A"

August 10, 2006

Petrohawk Energy Corporation
1100 Louisiana
Suite 4400
Houston, TX 77002

Attention: Nate Morrell

Re: Precedent Agreement for Line CP Project (Phase II)

Ladies and Gentlemen:

CenterPoint Energy Gas Transmission Company ("CEGT") and Petrohawk Energy Corporation (the "Company") hereby agree, subject to the terms and conditions of this Precedent Agreement (hereafter the "Precedent Agreement"), that CEGT will construct new mainline transmission facilities from Carthage, Panola County, Texas to a proposed connection with the facilities of Columbia Gulf Transmission Company ("CGT") in Richland Parish, Louisiana, and that Company will contract for the services and undertake the obligations set forth below. CEGT anticipates installing approximately 172 miles of 42" diameter pipe plus compression to be referred to as "Line CP". CEGT contemplates phased construction of Line CP under which service would commence initially with one compressor unit located at each proposed compressor station ("Phase I") with expanded capacity to be made available by the addition of compressor units ("Phase II"). All of the construction and expansion activities contemplated hereunder collectively shall be referred to as the "Project". CEGT or Company separately, or both CEGT and Company collectively, may be referred to herein either as a "Party" or as the "Parties," respectively.

1. CEGT (or its designees) have undertaken engineering and design work related to the Project and also environmental, regulatory, survey and such other work required to prepare for regulatory filings and applications for permits. Further, CEGT has filed an application with the Federal Energy Regulatory Commission ("FERC") requesting a Certificate of Public Convenience and Necessity ("Certificate") for Phases I and II of the Project (hereinafter called the "Application") and has filed or will file such additional requests for governmental authorizations (including environmental) as CEGT may deem appropriate.
2. CEGT shall seek to establish delivery interconnections into, and to enter into new or amended Operational Balancing Agreements ("OBAs") with, ANR Pipeline Company

- (“ANR”), Texas Gas Transmission Company (“TGT”) and Trunkline Gas Company (“Trunkline”), subject to operational limitations on the interconnecting pipelines, if any, in the vicinity of the eastern terminus of the new pipeline. Company acknowledges and agrees that any obligation to provide service at the contemplated interconnections shall be subject to CEGT’s entering into final agreements with the interconnecting pipelines on mutually acceptable terms to establish such points and also subject to any operating restrictions or limitations imposed by such pipelines.
3. Company will cooperate with CEGT in its prosecution of the Application and its request for any other governmental authorizations and will intervene, at Company’s sole cost, in support of the Application in any proceedings established by FERC related to the Application. Company will actively support the Application and CEGT’s positions taken in said proceedings in order to obtain in a timely manner the Certificate for the Project.
 4. CEGT shall have no obligation to commence construction of the facilities for the Project unless and until:
 - (a) CEGT receives a Certificate, all other governmental authorizations and permits, including environmental, and all property interests (e.g., rights-of-way) necessary to complete the Project that are final, are no longer subject to judicial review, and are in form and substance satisfactory to CEGT, in its sole discretion; provided, however, CEGT shall not be obligated to exercise its eminent domain or condemnation rights in order to procure any required rights-of-way or property interests. CEGT reserves its right to waive the requirements of finality with no further judicial review and instead to accept the Certificate authorization and all other necessary governmental authorizations and to proceed with the Project; and
 - (b) CEGT receives the formal agreement described in Paragraph 6 below executed by Company; and
 - (c) CEGT determines, in its sole discretion, that economic circumstances continue to support proceeding with the Project.
 5. If all the conditions set out above in Paragraph 4 have not occurred with respect to the Project by June 1, 2007, or, if by reason of law, regulation, rule, force majeure or other similar prohibition, CEGT is unable to complete and place in-service the Project, then CEGT shall have the right, at its option, to terminate this Precedent Agreement upon ten (10) days written notice to Company. Any such termination also shall terminate the TSA described in Paragraph 6 below, if then executed. Such a termination pursuant to

this Paragraph shall be without liability, damages, cost or expenses to either Party and the Parties shall have no further rights or obligations whatsoever pursuant to said agreements.

6. Upon CEGT giving notice of its intent to commence construction, Company shall execute and return to CEGT within ten (10) business days after receipt the following document: a formal Transportation Service Agreement ("TSA") using the then effective standard Form of Service Agreement (as set forth in the Tariff for CEGT's firm transportation service subject to Rate Schedule FT), incorporating the terms and conditions and substantially in the form set forth as Exhibit A, which is attached hereto and incorporated by reference as part of this Precedent Agreement. For purposes of this Precedent Agreement, including Exhibit A, the "in-service" date for Phase II of the Project shall be when the Project facilities are capable of flowing at least 1,230,000 Dth per Day and the specified Primary Delivery and Receipt Point facilities are completed and available for service.
7. Prior to its execution of this Precedent Agreement, CEGT shall complete its evaluation of Company and, if CEGT so requests, Company shall furnish, or arrange to furnish, CEGT adequate security or assurance of its continuing ability to pay and meet its obligations under this Precedent Agreement, and also the TSA described above, by means of a continuing, irrevocable guaranty, letter of credit, continuing deposit, or other arrangement which CEGT determines, in its reasonable discretion, to be satisfactory and adequate for the purposes offered, and which shall be in an amount no less than six months of payments under the TSA. Moreover, if at any time during the term of this Precedent Agreement, or of the TSA to be entered into pursuant hereto, CEGT determines that a material adverse change in Company's credit (or that of any entity relied upon for credit support) has occurred, then within five (5) business days of CEGT's request, Company shall furnish CEGT an advance deposit equivalent to one month's obligations under the TSA, and, if it has not done so previously, within thirty (30) days of CEGT's request, Company shall furnish CEGT adequate security or assurance of its continuing ability to pay and meet its obligations under this Precedent Agreement and the TSA (for the full term) in the manner and by the means described above. Company's obligation hereunder shall remain in effect during the full term of any TSAs entered into pursuant to this Precedent Agreement.
8. CEGT will seek FERC authorization or approvals under Section 4 of the Natural Gas Act to permit CEGT to offer and implement the transportation services contemplated under this Precedent Agreement as a Negotiated Rate transaction, including, but not limited to, the assessment of fixed Fuel Use and LUFG retention percentages of 0.7% and 0.1%, respectively, for the specified transportation services.

9. This Precedent Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, but neither this Precedent Agreement nor any of the rights, interests or obligations hereunder will be assignable or delegable, by operation of law or otherwise, by Company without the prior written consent of CEGT. Unless CEGT expressly agrees in writing otherwise, consent to such an assignment or delegation shall not relieve Company of any obligation to CEGT under this Precedent Agreement.
10. This Precedent Agreement, including all attachments, contains the entire understanding of the Parties concerning the Project and transportation service related thereto, and may be modified only by a written amendment signed by an authorized official of each Party. THE PRECEDENT AGREEMENT IS EXPRESSLY MADE SUBJECT TO ALL VALID LAWS, REGULATIONS, RULES, AND ORDERS OF GOVERNMENTAL AUTHORITIES WITH JURISDICTION OVER THE SUBJECT MATTER HEREIN AND SHALL BE INTERPRETED UNDER THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CHOICE OF LAW RULES THAT OTHERWISE MIGHT REQUIRE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. Except as may be otherwise provided for with respect to a particular provision, failure or delay by a Party in exercising any right, power, or privilege hereunder shall not operate as a waiver thereof, nor shall any limited or partial exercise preclude any further exercise thereof or the exercise of any further right, power, or privilege hereunder.
11. CEGT and Company agree not to disclose this Precedent Agreement (or the terms hereof) and any agreements entered into to implement the transaction contemplated herein to anyone unless required to do so by law or any order of a regulatory body or court having jurisdiction or as is necessary to enforce the terms of such agreements, in which event that Party shall advise the attorney of the other Party of such disclosure in advance and shall diligently seek to obtain a mutually satisfactory protective order covering such information. Notwithstanding the foregoing, however, any Party may disclose the terms of such Precedent Agreement or agreements to its attorneys, outside auditors, lending institutions and similar representatives provided that such representatives are subject to or agree to become subject to this provision. Moreover, the Parties recognize that CEGT may disclose or reflect certain information, including this Precedent Agreement, in various regulatory filings, including the Certificate proceeding, reports, and logs in order to comply with applicable regulations or requests of regulators, and such disclosures shall not be subject to this provision.
12. This Precedent Agreement is effective as of the date first set forth above and, unless terminated pursuant to Paragraph 5 above, will remain in full force and effect, until the

Petrohawk Energy Corporation
August 10, 2006
Page 5

completion and placing in-service of the Project; provided, however, the provisions of Paragraph 7 above shall remain in full force and effect for the period specified therein.

If the foregoing correctly sets forth our understanding on these matters, please have a duly authorized representative sign and return the three originals of this Precedent Agreement to me within five (5) days of the date hereof. Following execution by Company and CEGT, this Precedent Agreement shall become binding. Upon execution by CEGT, one fully executed original will be returned to each of you for your files.

Very truly yours,

CENTERPOINT ENERGY GAS
TRANSMISSION COMPANY

ACCEPTED AND AGREED TO:

PETROHAWK ENERGY CORPORATION

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

ACCEPTED AND AGREED TO:

CENTERPOINT ENERGY GAS TRANSMISSION
COMPANY

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

July 23, 2019

Petrohawk Energy Corporation
1700 Platte St.
Denver, CO 80202
Attn: Greg Bensen

BP Energy Corporation
201 Helios Way
Houston, TX 77079
Attn: Dwight Helms

Re: Consent to Assign Firm (Rate Schedule FT) Transportation Service Agreement No. 1005249, originally effective August 1, 2007, Agreement No. 1005819, originally effective October 1, 2007, and Agreement No. 1006279, originally effective July 1, 2008, hereinafter referred to as the "Agreements," between Enable Gas Transmission, LLC ("EGT"), formerly known as CenterPoint Energy Gas Transmission Company, LLC, and Petrohawk Energy Corporation ("Assignor").

Assignor has requested EGT consent to the assignment to BP Energy Company, ("Assignee"), a Delaware corporation, of the Agreements specified above due to a change in the Assignor's corporate organizational structure. Accordingly, Assignee desires to be substituted for Assignor as a party under the Agreements. By their signatures below, the parties hereto evidence their agreement as follows:

1. EGT consents to the assignment subject to the terms and conditions described below and subject to the Federal Energy Regulatory Commission's ("FERC") waiver of capacity release regulations.
2. The assignment will be effective as of the first day of August 2019 in accordance with the request provided by the Assignor.
3. Assignee agrees that it shall be substituted for Assignor in the Agreements and hereby ratifies and adopts all provisions of the Agreements and assumes all rights, obligations and liabilities thereunder.
4. Assignee certifies to EGT that as Shipper it will have title to the gas transported under the Agreements at the time gas is delivered to EGT and while it is being transported by EGT or, in the alternative, that Assignee has secured from the FERC a waiver of this requirement and that such waiver will be effective at the time gas is delivered to EGT and while it is being transported by EGT.

5. Assignor agrees that for all periods prior to the effective date hereunder, it shall remain liable to EGT for its duties and obligation accruing under the Agreements.
6. Assignor and EGT agree that the current credit support will not be released until EGT has approved a replacement guaranty from Assignee or Assignee has otherwise provided adequate credit support acceptable to EGT, all Assignor outstanding duties and obligations have been paid and all necessary FERC approvals have been received.

Very truly yours,


ENABLE GAS TRANSMISSION, LLC

By: 

Name: Rodney J. Sailor

Title: President and Chief Executive Officer

Date: July 31, 2019



TF
CBA

[SIGNATURES CONTINUED ON NEXT PAGE]

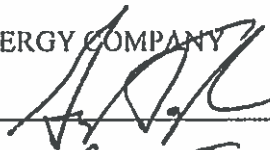
Petrohawk Energy Corporation
BP Energy Company
July XX, 2019

Page 3

PETROHAWK ENERGY CORPORATION

By: 
Name: Gregory D. Bensen
Title: Attorney-in-fact
Date: 7/24/19

BP ENERGY COMPANY

By: 
Name: Gary Taylor
Title: Chief Risk Officer
Date: 7/24/19

Enable Gas Transmission, LLC

FERC NGA Gas Tariff

Second Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 3.2.1, Version 1.0.0

Effective August 1, 2019

BP Energy Company (assignee of Petrohawk Energy Corporation) 1005249 (RS FT)

Option Code "A"

AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA NO. 1005249

THIS TRANSPORTATION SERVICE AGREEMENT ("Agreement"), between CenterPoint Energy Gas Transmission Company ("CEGT"), a Delaware corporation ("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:**

Petrohawk Energy Corporation
Attn: Nate Morrell
1000 Louisiana, Suite 5600
Houston, TX 770022
Facsimile: (832) 204-2895
Email: nmorrell@petrohawk.com

Type of Entity: Delaware corporation

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

2) **REGULATORY AUTHORITY:** Subpart G

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

The term, Contract Demand, Receipt Entitlements, if applicable, and Receipt and Delivery Points for this Agreement shall be as shown below. 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, August 1, 2007; as amended and restated, April 1, 2010, subject to FERC approval.

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

Evergreen? No

Contract Demand: 25,000 Dth/D

Receipt Entitlement(s): Line CP Pooling Area: 25,000 Dth/D

<u>Primary Receipt Point(s):</u>	<u>Maximum Receipt Obligation (Dth/D)</u>
Petrohawk - Line CP (Meter No. 220325)	25,000

<u>Primary Delivery Point(s):</u>	<u>Maximum Delivery Obligation (Dth/D)</u>	<u>Maximum Delivery Pressure (psig)</u>
ANR CP (Meter No. 13547)	25,000	Not applicable
Columbia Gulf CP (Meter No. 13548)	25,000 (Effective on and after the first day of the month following the "In-Service" date of the new compression facilities described in Section 4) (a) (iii) below)	900

AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA NO. 1005249

- 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 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 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 specified below.

- (i) Negotiated Rate.

- (ii) Description of Points:

The eligible Receipt Point(s) shall be the Primary Receipt Point listed in Section 3 of the Agreement (as such Agreement provides on the date hereof), and all generally available points and Pools in the Line CP Pooling Area.

The eligible Delivery Points shall be the Primary Delivery Points listed in Section 3 of the Agreement (as such Agreement provides on the date hereof), and the Delivery Points specified below:

All Perryville Hub Delivery Points

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 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: Negotiated

The rate which Transporter shall bill and Shipper shall pay under the Agreement for services up to Contract Demand (as provided for as of the effective date hereof) shall be as follows: a monthly Reservation Charge of \$7.3395/Dth (effective through December 31, 2011, and on and after January 1, 2015) or \$4.6020/Dth (effective January 1, 2012 – December 31, 2014) plus the minimum applicable Base Commodity Rate for each Dth delivered; provided, however, the rate applicable to transportation between any points other than those specified in (ii) above shall be the higher of the applicable Transmission Allowance or the applicable maximum Tariff rate. For transportation services to which the Line CP Fuel Use and LUFG retentions would otherwise apply, the retention percentages to be assessed shall be fixed at 0.7% and 0.1%, respectively (with no EPC charge to be assessed). The applicable Fuel Use and LUFG retentions set forth in the Tariff shall apply to any other transportation services rendered. Shipper hereby elects to be billed on a levelized basis to the extent Transporter so determines and such option is available under the Tariff. For purposes hereof, the term "Transmission Allowance" shall mean the total rate(s) set forth as applicable to the eligible quantities and services described above. The applicable Transmission Allowance and retention factors shall not be subject to refund or reduction if in excess of the maximum otherwise allowed. 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.

AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA NO. 1005249

The following rate adjustment provision shall apply only for the period extending until the completion, installation and placing in commercial service ("In-Service") of the new Line CP compression facilities proposed by Transporter in its January 26, 2010, filing in FERC Docket No. CP10-47 (Transporter shall post notice of such In-Service date on its Internet Web Site): If, for any Day, Transporter, as a result of anticipated constraints caused by scheduled maintenance affecting Line CP, informs Shipper of reductions ("Anticipated Reduction") in primary firm capacity available for transport within Contract Limitations between the Receipt and Delivery Point(s) designated in Section 3 of the Agreement, then Transporter shall not bill, and Shipper shall not be required to pay, any amounts attributable to the Reservation Charge (expressed as a unit rate on an assumed 100% load factor basis) which would otherwise be assessed for the Deficient Quantity (for purposes hereof, the "Deficient Quantity" for any Day on which scheduled maintenance caused capacity constraints on Line CP shall mean the difference between Shipper's CD and the quantity, both primary and secondary, actually tendered for delivery on that Day; provided that the Deficient Quantity shall not exceed the greater of (i) the amount of the Anticipated Reduction or (ii) the actual amount by which Shipper's CD was reduced due to scheduled maintenance for the Day).

- (iv) Term of Rate:
Effective as of April 1, 2010, through the Primary Term End Date of the Agreement.
- (b) Authorized Overrun: For Negotiated Rate transactions: Unless Transporter agrees otherwise, the rate for any authorized overrun quantities shall be the greater of the maximum Tariff rate or the applicable rate described above.
- (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 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 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), Shipper shall provide or pay and Transporter shall retain or charge Fuel Use and LUGF allowances or charges (including the EPC surcharge) in such quantities or amounts as authorized from time to time by the Tariff and, except as specifically provided otherwise herein or on Attachment A, 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 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 Attachment A 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 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 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,

AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA NO. 1005249

unless Transporter otherwise agrees, it will have the right to immediately terminate or modify any provisions herein or of 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 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 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.
- (iii) Regulatory Authority: This Agreement (including 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 Attachment A, or (2) conditions or prohibits the granting of selective discounts or other rates specified herein or on 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 Attachment A shall be terminated, and the rate for service herein or under 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 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.
- (v) Entire Agreement: Attachment A, if applicable, 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 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.
- (vi) Failure to Exercise Rights: Failure to exercise any right under Attachment A, 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 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

**AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA NO. 1005249**

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, attorney's 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? Yes ____ No X
- 5.3) a) Does this Agreement supersede and cancel a pre-existing Transportation Service Agreement(s) between the parties? Yes ____ No X
- b) Does this Agreement amend and restate in its entirety a pre-existing Transportation Service Agreement(s) between the parties? Yes X No ____
If Yes, the Transportation Service Agreement(s) are described as follows:
Effective as of April 1, 2010, this Agreement amends and restates Transportation Service Agreement No. 1005249, originally effective August 1, 2007, 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 X 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) 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 dates 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 the time except as limited below. If, and to the extent that, access to the Primary Receipt Points is provided via transport capacity held by Transporter on the facilities of third parties pursuant to Section 29 of the GT&C of the Tariff or other approved arrangements, Shipper's contractual right to extend service under the Agreement shall be limited to service solely through facilities owned or capacity controlled by Transporter. Any exercise by Shipper of such ROFR rights shall not require Transporter to extend beyond their original primary terms or renegotiate any current agreements for transport through, or lease capacity from, third parties or to enter into new transport or lease arrangements or construct facilities to replicate existing third party arrangements.
- c) Pursuant to Section 5.4(b) of the General Terms and Conditions, the parties have agreed to the maximum pressure at which Transporter must deliver Gas as set forth in Section 3 above.
- d) Pursuant to Section 21.10, GT&C, of the Tariff, Shipper and Transporter have agreed to an extension of the term with respect to the capacity committed under this Agreement.


AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA NO. 1005249

- 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.

CENTERPOINT ENERGY GAS TRANSMISSION
COMPANY

By: Carol Birchfield
Name: CAROL BIRCHFIELD
Title: VICE PRESIDENT
Date: MARCH 30, 2010 

PETROHAWK ENERGY CORPORATION

By: Steve W. Hobbs
Name: STEVE W. HOBBS
Title: EXECUTIVE V.P.
Date: 3/24/10 

**GENERAL TERMS AND CONDITIONS
TO AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA NO. 1005249**

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, Delhi Fuel Use, Wheeling LUFG, Line CP Fuel Use and LUFG, Fuel Use and LUFG, or Storage Fuel Use and LUFG, 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. Subject to Section 14 of the GT&C of Transporter's Tariff, Shipper may assign this Agreement to an entity with which it is affiliated. 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.
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.

July 23, 2019

Petrohawk Energy Corporation
1700 Platte St.
Denver, CO 80202
Attn: Greg Bensen

BP Energy Corporation
201 Helios Way
Houston, TX 77079
Attn: Dwight Helms

Re: Consent to Assign Firm (Rate Schedule FT) Transportation Service Agreement No. 1005249, originally effective August 1, 2007, Agreement No. 1005819, originally effective October 1, 2007, and Agreement No. 1006279, originally effective July 1, 2008, hereinafter referred to as the "Agreements," between Enable Gas Transmission, LLC ("EGT"), formerly known as CenterPoint Energy Gas Transmission Company, LLC, and Petrohawk Energy Corporation ("Assignor").

Assignor has requested EGT consent to the assignment to BP Energy Company, ("Assignee"), a Delaware corporation, of the Agreements specified above due to a change in the Assignor's corporate organizational structure. Accordingly, Assignee desires to be substituted for Assignor as a party under the Agreements. By their signatures below, the parties hereto evidence their agreement as follows:

1. EGT consents to the assignment subject to the terms and conditions described below and subject to the Federal Energy Regulatory Commission's ("FERC") waiver of capacity release regulations.
2. The assignment will be effective as of the first day of August 2019 in accordance with the request provided by the Assignor.
3. Assignee agrees that it shall be substituted for Assignor in the Agreements and hereby ratifies and adopts all provisions of the Agreements and assumes all rights, obligations and liabilities thereunder.
4. Assignee certifies to EGT that as Shipper it will have title to the gas transported under the Agreements at the time gas is delivered to EGT and while it is being transported by EGT or, in the alternative, that Assignee has secured from the FERC a waiver of this requirement and that such waiver will be effective at the time gas is delivered to EGT and while it is being transported by EGT.

5. Assignor agrees that for all periods prior to the effective date hereunder, it shall remain liable to EGT for its duties and obligation accruing under the Agreements.
6. Assignor and EGT agree that the current credit support will not be released until EGT has approved a replacement guaranty from Assignee or Assignee has otherwise provided adequate credit support acceptable to EGT, all Assignor outstanding duties and obligations have been paid and all necessary FERC approvals have been received.

Very truly yours,


ENABLE GAS TRANSMISSION, LLC

By: 

Name: Rodney J. Sailor

Title: President and Chief Executive Officer

Date: July 31, 2019



TF
CSA

[SIGNATURES CONTINUED ON NEXT PAGE]

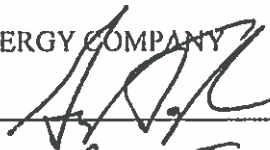
Petrohawk Energy Corporation
BP Energy Company
July XX, 2019

Page 3

PETROHAWK ENERGY CORPORATION

By: 
Name: Gregory D. Bensen
Title: Attorney-in-fact
Date: 7/24/19

BP ENERGY COMPANY

By: 
Name: Gary Taylor
Title: Chief Risk Officer
Date: 7/24/19

APPENDIX C

GENERAL TERMS AND CONDITIONS
(continued)

32. NON-CONFORMING AGREEMENTS: (continued)

5. Precedent Agreement dated August 10, 2006, with Petrohawk Energy Corporation with related TSA No. 1005249 and Assignment Agreement to BP Energy Company; copies located in Second Revised Volume Negotiated Rates and Non-Conforming Agreements, Sections 3.2, 3.2.1.
6. Transportation Service Agreement effective February 1, 2015, with Weatherly Oil & Gas, LLC (assignee of SND Operating, LLC) TSA No. 1010414.

APPENDIX A-1

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	-	Reserved For Future Use BP Energy Company (assignee of Petrohawk Energy Corporation) 1005249 (RS FT)
Section 2.14	-	Reserved For Future Use 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)

Section 2.35 - Reserved For Future Use

NEGOTIATED RATE AGREEMENTS TABLE OF CONTENTS
(continued)

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 2.13, Version 3.0.0

Effective August 1, 2019

BP Energy Company (assignee of Petrohawk Energy Corporation) 1005249 (RS FT)

Option Code "A"

~~Section 2.13 Reserved For Future Use~~

**AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA NO. 1005249**

THIS TRANSPORTATION SERVICE AGREEMENT ("Agreement"), between CenterPoint Energy Gas Transmission Company ("CEGT"), a Delaware corporation ("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:

Petrohawk Energy Corporation
Attn: Nate Morrell
1000 Louisiana, Suite 5600
Houston, TX 770022
Facsimile: (832) 204-2895
Email: nmorrell@petrohawk.com

Type of Entity: Delaware corporation

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

2) REGULATORY AUTHORITY: Subpart G

3) TERM, CONTRACT DEMAND AND POINTS:

The term, Contract Demand, Receipt Entitlements, if applicable, and Receipt and Delivery Points for this Agreement shall be as shown below. 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, August 1, 2007; as amended and restated, April 1, 2010, subject to FERC approval.

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

Evergreen? No

Contract Demand: 25,000 Dth/D

Receipt Entitlement(s): Line CP Pooling Area: 25,000 Dth/D

<u>Primary Receipt Point(s):</u>	<u>Maximum Receipt Obligation (Dth/D)</u>
Petrohawk - Line CP (Meter No. 220325)	25,000

<u>Primary Delivery Point(s):</u>	<u>Maximum Delivery Obligation (Dth/D)</u>	<u>Maximum Delivery Pressure (psig)</u>
ANR CP (Meter No. 13547)	25,000	Not applicable

Columbia Gulf CP (Meter No. 13548)	25,000 (Effective on and after the first day of the month following the "In-Service" date of the new compression facilities described in Section 4) (a) (iii) below)	900
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**AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA NO. 1005249**

- 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 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 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 specified below.

- (i) Negotiated Rate.

- (ii) Description of Points:

The eligible Receipt Point(s) shall be the Primary Receipt Point listed in Section 3 of the Agreement (as such Agreement provides on the date hereof), and all generally available points and Pools in the Line CP Pooling Area.

The eligible Delivery Points shall be the Primary Delivery Points listed in Section 3 of the Agreement (as such Agreement provides on the date hereof), and the Delivery Points specified below:

All Perryville Hub Delivery Points

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 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: Negotiated

The rate which Transporter shall bill and Shipper shall pay under the Agreement for services up to Contract Demand (as provided for as of the effective date hereof) shall be as follows: a monthly Reservation Charge of \$7.3395/Dth (effective through December 31, 2011, and on and after January 1, 2015) or \$4.6020/Dth (effective January 1, 2012 – December 31, 2014) plus the minimum applicable Base Commodity Rate for each Dth delivered; provided, however, the rate applicable to transportation between any points other than those specified in (ii) above shall be the higher of the applicable Transmission Allowance or the applicable maximum Tariff rate. For transportation services to which the Line CP Fuel Use and LUFG retentions would otherwise apply, the retention percentages to be assessed shall be fixed at 0.7% and 0.1%, respectively (with no EPC charge to be assessed). The applicable Fuel Use and LUFG retentions set forth in the Tariff shall apply to any other transportation services rendered. Shipper hereby elects to be billed on a levelized basis to the extent Transporter so determines and such option is available under the Tariff. For purposes hereof, the term "Transmission Allowance" shall mean the total rate(s) set forth as applicable to the eligible quantities and services described above. The applicable Transmission Allowance and retention factors shall not be subject to refund or reduction if in excess of the maximum otherwise allowed. 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.

**AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA NO. 1005249**

The following rate adjustment provision shall apply only for the period extending until the completion, installation and placing in commercial service ("In-Service") of the new Line CP compression facilities proposed by Transporter in its January 26, 2010, filing in FERC Docket No. CP10-47 (Transporter shall post notice of such In-Service date on its Internet Web Site): If, for any Day, Transporter, as a result of anticipated constraints caused by scheduled maintenance affecting Line CP, informs Shipper of reductions ("Anticipated Reduction") in primary firm capacity available for transport within Contract Limitations between the Receipt and Delivery Point(s) designated in Section 3 of the Agreement, then Transporter shall not bill, and Shipper shall not be required to pay, any amounts attributable to the Reservation Charge (expressed as a unit rate on an assumed 100% load factor basis) which would otherwise be assessed for the Deficient Quantity (for purposes hereof, the "Deficient Quantity" for any Day on which scheduled maintenance caused capacity constraints on Line CP shall mean the difference between Shipper's CD and the quantity, both primary and secondary, actually tendered for delivery on that Day; provided that the Deficient Quantity shall not exceed the greater of (i) the amount of the Anticipated Reduction or (ii) the actual amount by which Shipper's CD was reduced due to scheduled maintenance for the Day).

(iv) Term of Rate:

Effective as of April 1, 2010, through the Primary Term End Date of the Agreement.

- (b) Authorized Overrun: For Negotiated Rate transactions: Unless Transporter agrees otherwise, the rate for any authorized overrun quantities shall be the greater of the maximum Tariff rate or the applicable rate described above.
- (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 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 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), Shipper shall provide or pay and Transporter shall retain or charge Fuel Use and LUFG allowances or charges (including the EPC surcharge) in such quantities or amounts as authorized from time to time by the Tariff and, except as specifically provided otherwise herein or on Attachment A, 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 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 Attachment A 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 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 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,

**AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA NO. 1005249**

unless Transporter otherwise agrees, it will have the right to immediately terminate or modify any provisions herein or of 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 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 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.
- (iii) Regulatory Authority: This Agreement (including 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 Attachment A, or (2) conditions or prohibits the granting of selective discounts or other rates specified herein or on 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 Attachment A shall be terminated, and the rate for service herein or under 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 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.
- (v) Entire Agreement: Attachment A, if applicable, 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 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.
- (vi) Failure to Exercise Rights: Failure to exercise any right under Attachment A, 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 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

**AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA NO. 1005249**

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, attorney's 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? Yes ____ No X
- 5.3) a) Does this Agreement supersede and cancel a pre-existing Transportation Service Agreement(s) between the parties? Yes ____ No X
- b) Does this Agreement amend and restate in its entirety a pre-existing Transportation Service Agreement(s) between the parties? Yes X No ____
If Yes, the Transportation Service Agreement(s) are described as follows:
Effective as of April 1, 2010, this Agreement amends and restates Transportation Service Agreement No. 1005249, originally effective August 1, 2007, 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 X 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) 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 dates 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 except as limited below. If, and to the extent that, access to the Primary Receipt Points is provided via transport capacity held by Transporter on the facilities of third parties pursuant to Section 29 of the GT&C of the Tariff or other approved arrangements, Shipper's contractual right to extend service under the Agreement shall be limited to service solely through facilities owned or capacity controlled by Transporter. Any exercise by Shipper of such ROFR rights shall not require Transporter to extend beyond their original primary terms or renegotiate any current agreements for transport through, or lease capacity from, third parties or to enter into new transport or lease arrangements or construct facilities to replicate existing third party arrangements.
- c) Pursuant to Section 5.4(b) of the General Terms and Conditions, the parties have agreed to the maximum pressure at which Transporter must deliver Gas as set forth in Section 3 above.
- d) Pursuant to Section 21.10, GT&C, of the Tariff, Shipper and Transporter have agreed to an extension of the term with respect to the capacity committed under this Agreement.

AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA NO. 1005249

- 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.

CENTERPOINT ENERGY GAS TRANSMISSION
COMPANY

PETROHAWK ENERGY CORPORATION

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

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

**GENERAL TERMS AND CONDITIONS
TO AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA NO. 1005249**

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, Delhi Fuel Use, Wheeling LUFG, Line CP Fuel Use and LUFG, Fuel Use and LUFG, or Storage Fuel Use and LUFG, 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. Subject to Section 14 of the GT&C of Transporter's Tariff, Shipper may assign this Agreement to an entity with which it is affiliated. 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.
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.

July 16, 2019

Petrohawk Energy Corporation
1700 Platte St.
Denver, CO 80202
Attn: Greg Bensen

BP Energy Corporation
201 Helios Way
Houston, TX 77079
Attn: Greg Bensen

Re: Consent to Assign Firm (Rate Schedule FT) Transportation Service Agreement No. 1005249, originally effective August 1, 2007, Agreement No. 1005819, originally effective October 1, 2007, and Agreement No. 1006279, originally effective July 1, 2008, hereinafter referred to as the "Agreements," between Enable Gas Transmission, LLC ("EGT"), formerly known as CenterPoint Energy Gas Transmission Company, LLC, and Petrohawk Energy Corporation ("Assignor").

Assignor has requested EGT consent to the assignment to BP Energy Company, ("Assignee"), a Delaware corporation, of the Agreements specified above due to a change in the Assignor's corporation organization structure. Accordingly, Assignee desires to be substituted for Assignor as a party under the Agreements. By their signatures below, the parties hereto evidence their agreement as follows:

1. EGT consents to the assignment subject to the terms and conditions described below and subject to the Federal Energy Regulatory Commission's ("FERC") waiver of capacity release regulations.
2. The assignment will be effective as of the first day of August 2019 in accordance with the request provided by the Assignor.
3. Assignee agrees that it shall be substituted for Assignor in the Agreements and hereby ratifies and adopts all provisions of the Agreements and assumes all rights, obligations and liabilities thereunder.
4. Assignee certifies to EGT that as Shipper it will have title to the gas transported under the Agreements at the time gas is delivered to EGT and while it is being transported by EGT or, in the alternative, that Assignee has secured from the FERC a waiver of this requirement and that such waiver will be effective at the time gas is delivered to EGT and while it is being transported by EGT.

5. Assignor agrees that for all periods prior to the effective date hereunder, it shall remain liable to EGT for its duties and obligation accruing under the Agreements.
6. Assignor and EGT agree that the current credit support will not be released until EGT has approved a replacement guaranty from Assignee or Assignee has otherwise provided adequate credit support acceptable to EGT, all Assignor outstanding duties and obligations have been paid and all necessary FERC approvals have been received.

Very truly yours,

ENABLE GAS TRANSMISSION, LLC

By: _____

Name: Rodney J. Sailor

Title: President and Chief Executive Officer

Date: _____

[SIGNATURES CONTINUED ON NEXT PAGE]

PETROHAWK ENERGY CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

BP ENERGY COMPANY

By: _____

Name: _____

Title: _____

Date: _____

Enable Gas Transmission, LLC

FERC NGA Gas Tariff

Second Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.14, Version 1.0.0

Effective August 1, 2019

BP Energy Company (assignee of Petrohawk Energy Corporation) 1006279 (RS FT)

Option Code "A"

~~Section 2.14 Reserved For Future Use~~

**AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA NO. 1006279**

THIS TRANSPORTATION SERVICE AGREEMENT ("Agreement"), between CenterPoint Energy Gas Transmission Company ("CEGT"), a Delaware corporation ("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:

Petrohawk Energy Corporation
Attn: Nate Morrell
1000 Louisiana, Suite 5600
Houston, TX 770022
Facsimile: (832) 204-2895
Email: nmorrell@petrohawk.com

Type of Entity: Delaware corporation

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

2) REGULATORY AUTHORITY: Subpart G

3) TERM, CONTRACT DEMAND AND POINTS:

The term, Contract Demand, Receipt Entitlements, if applicable, and Receipt and Delivery Points for this Agreement shall be as shown below. 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, July 1, 2008; as amended and restated, April 1, 2010, subject to FERC approval.

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

Evergreen? No

Contract Demand: 30,000 Dth/D

Receipt Entitlement(s): Line CP Pooling Area: 30,000 Dth/D

<u>Primary Receipt Point(s):</u>	<u>Maximum Receipt Obligation (Dth/D)</u>
Petrohawk – Line CP	30,000
(Meter No. 220325)	

<u>Primary Delivery Point(s):</u>	<u>Maximum Delivery Obligation (Dth/D)</u>	<u>Maximum Delivery Pressure (psig)</u>
SESH (Header)	30,000	Not applicable
(Meter No. 898400)		

Columbia Gulf CP	30,000 (Effective on and after the	900
(Meter No. 13548)	first day of the month following the	
	"In-Service" date of the new compression	
	facilities described in Section 4) (a)	
	(iii) below)	

**AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA NO. 1006279**

- 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 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 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 specified below.

- (i) Negotiated Rate.

- (ii) Description of Points:

The eligible Receipt Point(s) shall be the Primary Receipt Point listed in Section 3 of the Agreement (as such Agreement provides on the date hereof), and all generally available points and Pools in the Line CP Pooling Area.

The eligible Delivery Points shall be the applicable Primary Delivery Point listed in Section 3 of the Agreement (as such Agreement provides on the date hereof), and the Secondary Delivery Points specified below:

All Perryville Hub Delivery Points

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 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: Negotiated

The rate which Transporter shall bill and Shipper shall pay under the Agreement for services up to Contract Demand (as provided for as of the effective date hereof) shall be as follows: a monthly Reservation Charge of \$7.3395/Dth (effective through December 31, 2011, and on and after January 1, 2015) or \$4.6020/Dth (effective January 1, 2012 – December 31, 2014) plus the minimum applicable Base Commodity Rate for each Dth delivered; provided, however, the rate applicable to transportation between any points other than those specified in (ii) above shall be the higher of the applicable Transmission Allowance or the applicable maximum Tariff rate. For transportation services to which the Line CP Fuel Use and LUGF retentions would otherwise apply, the retention percentages to be assessed shall be fixed at 0.7% and 0.1%, respectively (with no EPC charge to be assessed). The applicable Fuel Use and LUGF retentions set forth in the Tariff shall apply to any other transportation services rendered. Shipper hereby elects to be billed on a levelized basis to the extent Transporter so determines and such option is available under the Tariff. For purposes hereof, the term "Transmission Allowance" shall mean the total rate(s) set forth as applicable to the eligible quantities and services described above. The applicable Transmission Allowance and retention factors shall not be subject to refund or reduction if in excess of the maximum otherwise allowed. 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.

**AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA NO. 1006279**

The following rate adjustment provision shall apply only for the period extending until the completion, installation and placing in commercial service ("In-Service") of the new Line CP compression facilities proposed by Transporter in its January 26, 2010, filing in FERC Docket No. CP10-47 (Transporter shall post notice of such In-Service date on its Internet Web Site): If, for any Day, Transporter, as a result of anticipated constraints caused by scheduled maintenance affecting Line CP, informs Shipper of reductions ("Anticipated Reduction") in primary firm capacity available for transport within Contract Limitations between the Receipt and Delivery Point(s) designated in Section 3 of the Agreement, then Transporter shall not bill, and Shipper shall not be required to pay, any amounts attributable to the Reservation Charge (expressed as a unit rate on an assumed 100% load factor basis) which would otherwise be assessed for the Deficient Quantity (for purposes hereof, the "Deficient Quantity" for any Day on which scheduled maintenance caused capacity constraints on Line CP shall mean the difference between Shipper's CD and the quantity, both primary and secondary, actually tendered for delivery on that Day; provided that the Deficient Quantity shall not exceed the greater of (i) the amount of the Anticipated Reduction or (ii) the actual amount by which Shipper's CD was reduced due to scheduled maintenance for the Day).

- (iv) Term of Rate:
Effective as of April 1, 2010, through the Primary Term End Date of the Agreement.

- (b) Authorized Overrun: For Negotiated Rate transactions: Unless Transporter agrees otherwise, the rate for any authorized overrun quantities shall be the greater of the maximum Tariff rate or the applicable rate described above.

- (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 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 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), Shipper shall provide or pay and Transporter shall retain or charge Fuel Use and LUFG allowances or charges (including the EPC surcharge) in such quantities or amounts as authorized from time to time by the Tariff and, except as specifically provided otherwise herein or on Attachment A, 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 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 Attachment A 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 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 Tariff that Transporter will retain some or all of the capacity release credits to the extent those credits

**AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA NO. 1006279**

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 of 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 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 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.
- (iii) Regulatory Authority: This Agreement (including 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 Attachment A, or (2) conditions or prohibits the granting of selective discounts or other rates specified herein or on 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 Attachment A shall be terminated, and the rate for service herein or under 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 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 applicable, 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 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 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 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.

**AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA NO. 1006279**

- (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, attorney's 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? Yes ____ No X
- 5.3) a) Does this Agreement supersede and cancel a pre-existing Transportation Service Agreement(s) between the parties? Yes ____ No X
- b) Does this Agreement amend and restate in its entirety a pre-existing Transportation Service Agreement(s) between the parties? Yes X No ____
If Yes, the Transportation Service Agreement(s) are described as follows:
Effective as of April 1, 2010, this Agreement amends and restates Transportation Service Agreement No 1006279, originally effective July 1, 2008, 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 X 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 5.4(b) of the General Terms and Conditions, the parties have agreed to the maximum pressure at which Transporter must deliver Gas as set forth in Section 3 above.
- c) Pursuant to Section 21.10, GT&C, of the Tariff, Shipper and Transporter have agreed to an extension of the term with respect to the capacity committed under this Agreement.
- 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
TSA NO. 1006279

- 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.

CENTERPOINT ENERGY GAS TRANSMISSION
COMPANY

PETROHAWK ENERGY CORPORATION

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

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

**GENERAL TERMS AND CONDITIONS
TO AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA NO. 1006279**

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, Delhi Fuel Use, Wheeling LUFG, Line CP Fuel Use and LUFG, Fuel Use and LUFG, or Storage Fuel Use and LUFG, 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. Subject to Section 14 of the GT&C of Transporter's Tariff, Shipper may assign this Agreement to an entity with which it is affiliated. 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.
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.

July 16, 2019

Petrohawk Energy Corporation
1700 Platte St.
Denver, CO 80202
Attn: Greg Bensen

BP Energy Corporation
201 Helios Way
Houston, TX 77079
Attn: Greg Bensen

Re: Consent to Assign Firm (Rate Schedule FT) Transportation Service Agreement No. 1005249, originally effective August 1, 2007, Agreement No. 1005819, originally effective October 1, 2007, and Agreement No. 1006279, originally effective July 1, 2008, hereinafter referred to as the "Agreements," between Enable Gas Transmission, LLC ("EGT"), formerly known as CenterPoint Energy Gas Transmission Company, LLC, and Petrohawk Energy Corporation ("Assignor").

Assignor has requested EGT consent to the assignment to BP Energy Company, ("Assignee"), a Delaware corporation, of the Agreements specified above due to a change in the Assignor's corporation organization structure. Accordingly, Assignee desires to be substituted for Assignor as a party under the Agreements. By their signatures below, the parties hereto evidence their agreement as follows:

1. EGT consents to the assignment subject to the terms and conditions described below and subject to the Federal Energy Regulatory Commission's ("FERC") waiver of capacity release regulations.
2. The assignment will be effective as of the first day of August 2019 in accordance with the request provided by the Assignor.
3. Assignee agrees that it shall be substituted for Assignor in the Agreements and hereby ratifies and adopts all provisions of the Agreements and assumes all rights, obligations and liabilities thereunder.
4. Assignee certifies to EGT that as Shipper it will have title to the gas transported under the Agreements at the time gas is delivered to EGT and while it is being transported by EGT or, in the alternative, that Assignee has secured from the FERC a waiver of this requirement and that such waiver will be effective at the time gas is delivered to EGT and while it is being transported by EGT.

5. Assignor agrees that for all periods prior to the effective date hereunder, it shall remain liable to EGT for its duties and obligation accruing under the Agreements.
6. Assignor and EGT agree that the current credit support will not be released until EGT has approved a replacement guaranty from Assignee or Assignee has otherwise provided adequate credit support acceptable to EGT, all Assignor outstanding duties and obligations have been paid and all necessary FERC approvals have been received.

Very truly yours,

ENABLE GAS TRANSMISSION, LLC

By: _____

Name: Rodney J. Sailor

Title: President and Chief Executive Officer

Date: _____

[SIGNATURES CONTINUED ON NEXT PAGE]

PETROHAWK ENERGY CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

BP ENERGY COMPANY

By: _____

Name: _____

Title: _____

Date: _____

Enable Gas Transmission, LLC

FERC NGA Gas Tariff

Second Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.34, Version ~~11~~12.0.0

Effective ~~July 1~~August 1, 2019

Encana Marketing (USA) Inc. 1011022 (RS FT)

Option Code "A"

**AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA No.: 1011022**

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: Encana Marketing (USA) Inc.
370 17th Street, Suite 1700
Denver, CO 80202
Attn: Lisa Walsh
Email: Lisa.Walsh@Encana.com

Type of Entity: Delaware 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 October 1, 2018, as amended and restated ~~July~~August 1, 2019, subject to FERC approval

Primary Term End Date: The end of the Day on September 30, 2028

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): 205,000

Receipt Entitlement(s) (Dth/D): West 1 Pooling Area 205,000

<u>Primary Receipt Point(s):</u>		<u>Maximum Receipt Obligation (Dth/D)</u>
Okarche Aggregate Point (Meter No. 290506)	31, 2019)	145 148,000 (July August 1, 2019 - July August 31, 2019)
thereafter)		160,000 (August September 1, 2019 and
Markwest Arapaho Plant (Meter No. 810010)	31, 2019)	20 17,000 (July August 1, 2019 - July August 31, 2019)
2021)		5,000 (August September 1, 2019 - March 31, 2021)
Oneok Westex Summary RE (Meter No. 805222)		30,000 (April 1, 2021 and thereafter)
Markwest Buffalo Crk PI (Meter No. 730040)		30,000 (July August 1, 2019 - October 31, 2019)
		10,000 (July August 1, 2019 - October 31, 2019)
		40,000 (November 1, 2019 - March 31, 2021)
		15,000 (April 1, 2021 and thereafter)

AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA No.: 1011022

<u>Primary Delivery Point(s):</u>		<u>Maximum Delivery Obligation (Dth/D)</u>
EGT GLF Cross Bennington	(Meter No. 290482)	120,000
CGT PV Core Del	(Meter No. 805092)	45,000 (May 7 <u>August 1</u> , 2019 - October 31,
2023)		
TGT PV Core Del	(Meter No. 801532)	45,000 (November 1, 2023 and thereafter)
TGT @ Helena, AR TG09303	(Meter No. 801530)	40,000

**AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA No.: 1011022
(continued)**

- 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 on the Effective Date hereof) shall be achieved by adjusting, if required, Transporter's then-effective applicable maximum Tariff rates to a level which yields a unit rate ("Transmission Allowance"), of \$0.2528 per Dth, when calculated on an assumed 100% load factor basis, based on Shipper's Contract Demand and the average number of Days in the Service Month during a calendar year regardless of the quantity of gas transported. The applicable Maximum Commodity Rate shall be paid for each Dth delivered hereunder. 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 levelized basis to the extent Transporter so determines and such option is available under the Tariff.

As described above, the Transmission Allowance includes a Reservation Charge. Shipper shall pay the 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 Maximum Commodity Rate from the applicable Transmission Allowance. Notwithstanding anything to the contrary in this Agreement, if Transporter revises the gas quality specifications contained in Section 4 of the Tariff and: (a) gas tendered by Shipper hereunder meets the gas quality specifications existing as of March 8, 2017; (b) gas tendered by Shipper fails to meet the revised gas quality specifications; and (c) Transporter refuses to accept such gas tendered by Shipper, then Transporter shall credit to Shipper an amount equal to the applicable 100 percent load factor based unit rate Reservation Charge multiplied by the volume of gas which Transporter refuses to accept.

Shipper shall provide or pay and Transporter shall retain or charge system Fuel Use and LUGF allowances or charges (including the EPC surcharge), calculated pursuant to Section 27 of the Tariff and set forth in the Statement of Effective Rates and Charges for Transportation of Gas for Rate Schedule FT service, as revised from time to time.

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 of this Agreement) and all other generally available points and Pools, including EGT West Transfer (Meter No. 290644).

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 all generally available Secondary Delivery Points on Transporter's system, including EGT NGPL Bryan (Meter No. 290483) and EGT/MEP Bennington (Meter No. 302020).

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

**AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA No.: 1011022
(continued)**

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): ~~July~~ August 1, 2019

End Date(s): The end of the Day on September 30, 2028.

- (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. Forty percent (40%) of the charges for Authorized Overrun service paid by Shipper during the term of this Agreement shall be credited to Shipper on the invoice for the final month of service of the Primary Term of this Agreement ("AOR Credit") as long as, for any given Day in which Authorized Overrun Charges were incurred, all the receipts used on that Day were from the receipt points listed under Section 3 of this Agreement. The AOR Credit shall be first applied as an offset against invoiced charges for service for the final month of service of the Primary Term of this Agreement and will then be applied against any remaining unpaid charges for service under this Agreement. Transporter shall pay to Shipper the AOR Credit remaining, if any, after such application
- (c) General: In consideration for Shipper's continuing compliance with the provisions of the Agreement, the transportation rates and charges as defined above or on any applicable Attachment for the specified services provided under the Agreement only apply to receipts from, and subsequent deliveries to, the Points of Receipt and Delivery, quantities and/or time periods described above or on any applicable Attachment and to reserved capacity necessary to effect such service. In addition to any rate or amount referred to herein (including discounted rates, Negotiated Rates, overrun rates and maximum Tariff rates), except as specifically provided otherwise herein or on any applicable Attachment, Shipper shall provide or pay and Transporter shall retain or charge Fuel Use and LUFG allowances or charges (including the EPC surcharge) 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; and (3) reservation charge credits in accordance with Section 18, GT&C, of the Tariff) 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

**AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA No.: 1011022
(continued)**

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 with initial capital letters are so used with the respective meanings ascribed to them in Transporter's Tariff.
- (v) Failure to Exercise Rights: Failure to exercise any right under any Attachment, if applicable, or the Agreement shall not be considered a waiver of such right in the future. No waiver of any default in the performance of any applicable Attachment or the Agreement shall be construed as a waiver of any other existing or future default, whether of a like or different character.
- (e) Inability to Collect Negotiated Rates: If Transporter is unable to collect Negotiated Rates due to a change in Commission policy or rejection of the transaction by the Commission prior to or during the term of such transaction, then, unless the parties agree otherwise, Shipper shall pay the maximum Tariff rate for the services. In such event, Transporter shall notify Shipper in writing of the requirement to pay maximum Tariff rates and, if the maximum Tariff rates are greater than the Negotiated Rates under such transaction, Shipper shall have no more than thirty (30) days from the date of such notification to give notice in writing of termination of the applicable Agreement, with such termination to be effective no earlier than the end of the Month following the Month in which such termination notice is received.

**AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA No.: 1011022
(continued)**

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 ~~July~~ August 1, 2019, this Agreement amends and restates Transportation Service Agreement No. 1011022, originally effective October 1, 2018, as subsequently amended, restated and/or superseded prior to or as of the effective date hereof, assigned by Newfield Exploration Mid-Continent Inc., the original Shipper hereunder, to Encana Marketing (USA) Inc. pursuant to waivers granted by the Federal Energy Regulatory Commission in Docket No. RP19-665.
- 5.4) Is this Agreement entered into pursuant to and subject to CAPACITY RELEASE, Section 19 of the GT&C of Transporter's Tariff? No
- 5.5) Does this Agreement include any other terms/provisions permitted by the Tariff? Yes
In accordance with Section 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.
- 5.6) This Agreement is subject to the collateral or credit provisions as follows or set forth on Attachment A hereto.
- 5.7) As permitted by the applicable Form of Service Agreement in Transporter's Tariff, this Agreement contains two signature pages to facilitate execution in counterparts. Taken together, the counterparts will be considered one original.
- 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

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

ENCANA MARKETING (USA) INC.

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

**AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA No.: 1011022**

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.

**AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA No.: 1011022**

ATTACHMENT A

Shipper's Credit Support Obligation. Shipper shall maintain creditworthiness consistent with the terms of this Attachment A throughout the term of this Transportation Service Agreement. Shipper must demonstrate creditworthiness as provided in this Attachment A or shall undertake other actions as provided below to provide required credit support.

1. Credit Support

(a) Definitions. The following definitions will apply to this Attachment A:

"Adequate Assurance of Performance" means sufficient security in the form, amount, for a term, and from an issuer, all as reasonably acceptable to EGT, including, but not limited to a cash security deposit or a standby irrevocable letter of credit.

"Creditworthy" or "Creditworthiness" means maintaining a Minimum Credit Rating or, in the alternative, notwithstanding the failure to meet or maintain a Minimum Credit Rating, if EGT determines that the financial position of Shipper or its Guarantor is and remains reasonably acceptable to EGT, as determined in accordance with the criteria set forth in Section 2 of this Attachment A, during the term of this Agreement.

"Guarantor" means Encana Corporation.

"Minimum Credit Rating" means a long-term senior unsecured debt rating from either (1) Moody's or an applicable successor agency of Baa3 or higher, or (2) S&P or an applicable successor agency of BBB- or higher.

"Moody's" means Moody's Investors Service, Inc. or any successor thereto.

"S&P" means Standard & Poor's Financial Services LLC or any successor thereto.

- (b) If Shipper is not Creditworthy, Shipper's Guarantor must provide a guaranty in a form acceptable to Enable upon the Effective Date in the amount of \$116.65 million, provided, if Shipper later becomes Creditworthy, any guaranty provided hereunder shall terminate immediately and have no further force or effect and Transporter shall return such guaranty to Guarantor; provided further that, if Shipper fails to maintain Creditworthiness, the guaranty provided for hereunder shall be reinstated immediately. This maximum guarantee amount shall be adjusted downward as necessary such that at any time the maximum guarantee amount shall not exceed the total demand charges remaining under the primary term and any extension term of this Agreement.
- (c) Adequate Assurance. If Guarantor, beginning on the Effective Date, at any time fails to maintain Creditworthiness, EGT may demand Adequate Assurance of Performance in an amount equal to the lesser of: (i) \$36,529,565.00; or (ii) all of the reservation charges that will be payable during the remaining term of this Agreement. If Transporter demands Adequate Assurance of Performance, Shipper shall provide Adequate Assurance of Performance within five (5) business days after receipt of a written demand from Transporter.
- (d) Default. If Shipper fails to provide Adequate Assurance of Performance as and when due at any time after the commencement of service under this Agreement, Transporter shall have the right, at its sole election, to terminate or suspend this Agreement in accordance with the provisions of Transporter's FERC Gas Tariff in addition to any other remedies Transporter may have under this Transportation Service Agreement, Transporter's FERC Gas Tariff, at law or in equity.
- (e) Security Interest. Shipper hereby grants to Transporter a continuing first priority security interest in, lien on, and right of setoff against all Adequate Assurance of Performance in the form of cash transferred by Shipper to Transporter. Upon the return by Transporter to Shipper of such Adequate Assurance of Performance, the security interest and lien granted hereunder on that Adequate Assurance of Performance shall be released automatically and, to the extent possible, without any further action by either party.
- (f) Return of Adequate Assurance. If Shipper provides Adequate Assurance of Performance, and if Shipper or Guarantor subsequently achieves Creditworthiness, then Shipper will no longer be required to provide Adequate Assurance of Performance for so long as Guarantor maintains Creditworthiness. In such event, if Shipper has provided Adequate Assurance of Performance in the form of cash, Transporter shall return such Adequate Assurance of Performance to Shipper within five (5) business days after receipt of a written demand from Shipper.
- (g) Transporter Tariff Obligation. This Attachment A shall be in addition to, and not in lieu of, any requirements under Transporter's FERC Gas Tariff.

**AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA No.: 1011022**

**ATTACHMENT A
(continued)**

2. Determination of Reasonably Acceptable Financial Position

The financial position of Shipper shall be deemed to be reasonably acceptable to Transporter as long as each of the following criteria is satisfied with respect to Encana Marketing (USA) Inc., a Delaware corporation and Shipper's ultimate parent company ("Parent"), as of such time:

- (a) Parent shall have provided and maintained a guaranty in a form acceptable to Transporter in the amount set forth in Section 1 (b) of this Attachment A.
- (b) Parent shall maintain a long-term senior unsecured debt rating from either (1) Moody's Investors Services, Inc. or an applicable successor agency of Ba3 or higher, or (2) Standard & Poor's Financial Services, LLC or any applicable successor agency of BB- or higher.

3. Governing Law

GOVERNING LAW, JURISDICTION AND VENUE: THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS. BOTH PARTIES HEREBY IRREVOCABLY CONSENT TO THE PERSONAL JURISDICTION AND VENUE IN THE STATE AND FEDERAL COURTS OF HARRIS COUNTY, TEXAS.

APPENDIX B-1

NON-CONFORMING AGREEMENTS TABLE OF CONTENTS

Section 3.1	-	Non-Conforming Agreements Reference to Ninth Revised Volume No. 1
Section 3.2	-	Precedent Agreement dated August 10, 2006, with BP Energy Company (assignee of Petrohawk Energy Corporation) (related to TSA # 1005249)
Section 3.2.1	-	BP Energy Company (assignee of Petrohawk Energy Corporation) 1005249 (RS FT)
Section 3.3	-	Reserved For Future Use
Section 3.4	-	Reserved For Future Use
Section 3.5	-	Reserved For Future Use
Section 3.5.1	-	Reserved For Future Use
Section 3.5.2	-	Reserved For Future Use
Section 3.5.3	-	Reserved For Future Use
Section 3.6	-	Weatherly Oil & Gas, LLC (assignee of SND Operating, LLC) (capacity released from Chesapeake Energy Marketing, L.L.C. (TSA No. 1006966)) TSA No. 1010414

Enable Gas Transmission, LLC

FERC NGA Gas Tariff

Second Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 3.2, Version ~~0~~1.0.0

Effective ~~November~~August 1, 20109

Precedent Agreement dated August 10, 2006,

with BP Energy Company (assignee of Petrohawk Energy Corporation)

(related to TSA # 1005249)

Option Code "A"

August 10, 2006

Petrohawk Energy Corporation
1100 Louisiana
Suite 4400
Houston, TX 77002

Attention: Nate Morrell

Re: Precedent Agreement for Line CP Project (Phase II)

Ladies and Gentlemen:

CenterPoint Energy Gas Transmission Company ("CEGT") and Petrohawk Energy Corporation (the "Company") hereby agree, subject to the terms and conditions of this Precedent Agreement (hereafter the "Precedent Agreement"), that CEGT will construct new mainline transmission facilities from Carthage, Panola County, Texas to a proposed connection with the facilities of Columbia Gulf Transmission Company ("CGT") in Richland Parish, Louisiana, and that Company will contract for the services and undertake the obligations set forth below. CEGT anticipates installing approximately 172 miles of 42" diameter pipe plus compression to be referred to as "Line CP". CEGT contemplates phased construction of Line CP under which service would commence initially with one compressor unit located at each proposed compressor station ("Phase I") with expanded capacity to be made available by the addition of compressor units ("Phase II"). All of the construction and expansion activities contemplated hereunder collectively shall be referred to as the "Project". CEGT or Company separately, or both CEGT and Company collectively, may be referred to herein either as a "Party" or as the "Parties," respectively.

1. CEGT (or its designees) have undertaken engineering and design work related to the Project and also environmental, regulatory, survey and such other work required to prepare for regulatory filings and applications for permits. Further, CEGT has filed an application with the Federal Energy Regulatory Commission ("FERC") requesting a Certificate of Public Convenience and Necessity ("Certificate") for Phases I and II of the Project (hereinafter called the "Application") and has filed or will file such additional requests for governmental authorizations (including environmental) as CEGT may deem appropriate.
2. CEGT shall seek to establish delivery interconnections into, and to enter into new or amended Operational Balancing Agreements ("OBAs") with, ANR Pipeline Company

- (“ANR”), Texas Gas Transmission Company (“TGT”) and Trunkline Gas Company (“Trunkline”), subject to operational limitations on the interconnecting pipelines, if any, in the vicinity of the eastern terminus of the new pipeline. Company acknowledges and agrees that any obligation to provide service at the contemplated interconnections shall be subject to CEGT’s entering into final agreements with the interconnecting pipelines on mutually acceptable terms to establish such points and also subject to any operating restrictions or limitations imposed by such pipelines.
3. Company will cooperate with CEGT in its prosecution of the Application and its request for any other governmental authorizations and will intervene, at Company’s sole cost, in support of the Application in any proceedings established by FERC related to the Application. Company will actively support the Application and CEGT’s positions taken in said proceedings in order to obtain in a timely manner the Certificate for the Project.
 4. CEGT shall have no obligation to commence construction of the facilities for the Project unless and until:
 - (a) CEGT receives a Certificate, all other governmental authorizations and permits, including environmental, and all property interests (e.g., rights-of-way) necessary to complete the Project that are final, are no longer subject to judicial review, and are in form and substance satisfactory to CEGT, in its sole discretion; provided, however, CEGT shall not be obligated to exercise its eminent domain or condemnation rights in order to procure any required rights-of-way or property interests. CEGT reserves its right to waive the requirements of finality with no further judicial review and instead to accept the Certificate authorization and all other necessary governmental authorizations and to proceed with the Project; and
 - (b) CEGT receives the formal agreement described in Paragraph 6 below executed by Company; and
 - (c) CEGT determines, in its sole discretion, that economic circumstances continue to support proceeding with the Project.
 5. If all the conditions set out above in Paragraph 4 have not occurred with respect to the Project by June 1, 2007, or, if by reason of law, regulation, rule, force majeure or other similar prohibition, CEGT is unable to complete and place in-service the Project, then CEGT shall have the right, at its option, to terminate this Precedent Agreement upon ten (10) days written notice to Company. Any such termination also shall terminate the TSA described in Paragraph 6 below, if then executed. Such a termination pursuant to

this Paragraph shall be without liability, damages, cost or expenses to either Party and the Parties shall have no further rights or obligations whatsoever pursuant to said agreements.

6. Upon CEGT giving notice of its intent to commence construction, Company shall execute and return to CEGT within ten (10) business days after receipt the following document: a formal Transportation Service Agreement (“TSA”) using the then effective standard Form of Service Agreement (as set forth in the Tariff for CEGT’s firm transportation service subject to Rate Schedule FT), incorporating the terms and conditions and substantially in the form set forth as Exhibit A, which is attached hereto and incorporated by reference as part of this Precedent Agreement. For purposes of this Precedent Agreement, including Exhibit A, the “in-service” date for Phase II of the Project shall be when the Project facilities are capable of flowing at least 1,230,000 Dth per Day and the specified Primary Delivery and Receipt Point facilities are completed and available for service.
7. Prior to its execution of this Precedent Agreement, CEGT shall complete its evaluation of Company and, if CEGT so requests, Company shall furnish, or arrange to furnish, CEGT adequate security or assurance of its continuing ability to pay and meet its obligations under this Precedent Agreement, and also the TSA described above, by means of a continuing, irrevocable guaranty, letter of credit, continuing deposit, or other arrangement which CEGT determines, in its reasonable discretion, to be satisfactory and adequate for the purposes offered, and which shall be in an amount no less than six months of payments under the TSA. Moreover, if at any time during the term of this Precedent Agreement, or of the TSA to be entered into pursuant hereto, CEGT determines that a material adverse change in Company’s credit (or that of any entity relied upon for credit support) has occurred, then within five (5) business days of CEGT’s request, Company shall furnish CEGT an advance deposit equivalent to one month’s obligations under the TSA, and, if it has not done so previously, within thirty (30) days of CEGT’s request, Company shall furnish CEGT adequate security or assurance of its continuing ability to pay and meet its obligations under this Precedent Agreement and the TSA (for the full term) in the manner and by the means described above. Company’s obligation hereunder shall remain in effect during the full term of any TSAs entered into pursuant to this Precedent Agreement.
8. CEGT will seek FERC authorization or approvals under Section 4 of the Natural Gas Act to permit CEGT to offer and implement the transportation services contemplated under this Precedent Agreement as a Negotiated Rate transaction, including, but not limited to, the assessment of fixed Fuel Use and LUFG retention percentages of 0.7% and 0.1%, respectively, for the specified transportation services.

9. This Precedent Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, but neither this Precedent Agreement nor any of the rights, interests or obligations hereunder will be assignable or delegable, by operation of law or otherwise, by Company without the prior written consent of CEGT. Unless CEGT expressly agrees in writing otherwise, consent to such an assignment or delegation shall not relieve Company of any obligation to CEGT under this Precedent Agreement.
10. This Precedent Agreement, including all attachments, contains the entire understanding of the Parties concerning the Project and transportation service related thereto, and may be modified only by a written amendment signed by an authorized official of each Party. THE PRECEDENT AGREEMENT IS EXPRESSLY MADE SUBJECT TO ALL VALID LAWS, REGULATIONS, RULES, AND ORDERS OF GOVERNMENTAL AUTHORITIES WITH JURISDICTION OVER THE SUBJECT MATTER HEREIN AND SHALL BE INTERPRETED UNDER THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CHOICE OF LAW RULES THAT OTHERWISE MIGHT REQUIRE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. Except as may be otherwise provided for with respect to a particular provision, failure or delay by a Party in exercising any right, power, or privilege hereunder shall not operate as a waiver thereof, nor shall any limited or partial exercise preclude any further exercise thereof or the exercise of any further right, power, or privilege hereunder.
11. CEGT and Company agree not to disclose this Precedent Agreement (or the terms hereof) and any agreements entered into to implement the transaction contemplated herein to anyone unless required to do so by law or any order of a regulatory body or court having jurisdiction or as is necessary to enforce the terms of such agreements, in which event that Party shall advise the attorney of the other Party of such disclosure in advance and shall diligently seek to obtain a mutually satisfactory protective order covering such information. Notwithstanding the foregoing, however, any Party may disclose the terms of such Precedent Agreement or agreements to its attorneys, outside auditors, lending institutions and similar representatives provided that such representatives are subject to or agree to become subject to this provision. Moreover, the Parties recognize that CEGT may disclose or reflect certain information, including this Precedent Agreement, in various regulatory filings, including the Certificate proceeding, reports, and logs in order to comply with applicable regulations or requests of regulators, and such disclosures shall not be subject to this provision.
12. This Precedent Agreement is effective as of the date first set forth above and, unless terminated pursuant to Paragraph 5 above, will remain in full force and effect, until the

Petrohawk Energy Corporation
August 10, 2006
Page 5

completion and placing in-service of the Project; provided, however, the provisions of Paragraph 7 above shall remain in full force and effect for the period specified therein.

If the foregoing correctly sets forth our understanding on these matters, please have a duly authorized representative sign and return the three originals of this Precedent Agreement to me within five (5) days of the date hereof. Following execution by Company and CEGT, this Precedent Agreement shall become binding. Upon execution by CEGT, one fully executed original will be returned to each of you for your files.

Very truly yours,

CENTERPOINT ENERGY GAS
TRANSMISSION COMPANY

ACCEPTED AND AGREED TO:

PETROHAWK ENERGY CORPORATION

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

ACCEPTED AND AGREED TO:

CENTERPOINT ENERGY GAS TRANSMISSION
COMPANY

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

July 16, 2019

Petrohawk Energy Corporation
1700 Platte St.
Denver, CO 80202
Attn: Greg Bensen

BP Energy Corporation
201 Helios Way
Houston, TX 77079
Attn: Greg Bensen

Re: Consent to Assign Firm (Rate Schedule FT) Transportation Service Agreement No. 1005249, originally effective August 1, 2007, Agreement No. 1005819, originally effective October 1, 2007, and Agreement No. 1006279, originally effective July 1, 2008, hereinafter referred to as the "Agreements," between Enable Gas Transmission, LLC ("EGT"), formerly known as CenterPoint Energy Gas Transmission Company, LLC, and Petrohawk Energy Corporation ("Assignor").

Assignor has requested EGT consent to the assignment to BP Energy Company, ("Assignee"), a Delaware corporation, of the Agreements specified above due to a change in the Assignor's corporation organization structure. Accordingly, Assignee desires to be substituted for Assignor as a party under the Agreements. By their signatures below, the parties hereto evidence their agreement as follows:

1. EGT consents to the assignment subject to the terms and conditions described below and subject to the Federal Energy Regulatory Commission's ("FERC") waiver of capacity release regulations.
2. The assignment will be effective as of the first day of August 2019 in accordance with the request provided by the Assignor.
3. Assignee agrees that it shall be substituted for Assignor in the Agreements and hereby ratifies and adopts all provisions of the Agreements and assumes all rights, obligations and liabilities thereunder.
4. Assignee certifies to EGT that as Shipper it will have title to the gas transported under the Agreements at the time gas is delivered to EGT and while it is being transported by EGT or, in the alternative, that Assignee has secured from the FERC a waiver of this requirement and that such waiver will be effective at the time gas is delivered to EGT and while it is being transported by EGT.

5. Assignor agrees that for all periods prior to the effective date hereunder, it shall remain liable to EGT for its duties and obligation accruing under the Agreements.
6. Assignor and EGT agree that the current credit support will not be released until EGT has approved a replacement guaranty from Assignee or Assignee has otherwise provided adequate credit support acceptable to EGT, all Assignor outstanding duties and obligations have been paid and all necessary FERC approvals have been received.

Very truly yours,

ENABLE GAS TRANSMISSION, LLC

By: _____

Name: Rodney J. Sailor

Title: President and Chief Executive Officer

Date: _____

[SIGNATURES CONTINUED ON NEXT PAGE]

PETROHAWK ENERGY CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

BP ENERGY COMPANY

By: _____

Name: _____

Title: _____

Date: _____

Enable Gas Transmission, LLC

FERC NGA Gas Tariff

Second Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 3.2.1, Version ~~0~~1.0.0

Effective ~~November~~August 1, 201~~0~~9

BP Energy Company (assignee of Petrohawk Energy Corporation) 1005249 (RS FT)

Option Code "A"

**AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA NO. 1005249**

THIS TRANSPORTATION SERVICE AGREEMENT ("Agreement"), between CenterPoint Energy Gas Transmission Company ("CEGT"), a Delaware corporation ("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:

Petrohawk Energy Corporation
Attn: Nate Morrell
1000 Louisiana, Suite 5600
Houston, TX 770022
Facsimile: (832) 204-2895
Email: nmorrell@petrohawk.com

Type of Entity: Delaware corporation

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

2) REGULATORY AUTHORITY: Subpart G

3) TERM, CONTRACT DEMAND AND POINTS:

The term, Contract Demand, Receipt Entitlements, if applicable, and Receipt and Delivery Points for this Agreement shall be as shown below. 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, August 1, 2007; as amended and restated, April 1, 2010, subject to FERC approval.

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

Evergreen? No

Contract Demand: 25,000 Dth/D

Receipt Entitlement(s): Line CP Pooling Area: 25,000 Dth/D

<u>Primary Receipt Point(s):</u>	<u>Maximum Receipt Obligation (Dth/D)</u>
Petrohawk - Line CP (Meter No. 220325)	25,000

<u>Primary Delivery Point(s):</u>	<u>Maximum Delivery Obligation (Dth/D)</u>	<u>Maximum Delivery Pressure (psig)</u>
ANR CP (Meter No. 13547)	25,000	Not applicable

Columbia Gulf CP (Meter No. 13548)	25,000 (Effective on and after the first day of the month following the "In-Service" date of the new compression facilities described in Section 4) (a) (iii) below)	900
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**AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA NO. 1005249**

- 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 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 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 specified below.

- (i) Negotiated Rate.

- (ii) Description of Points:

The eligible Receipt Point(s) shall be the Primary Receipt Point listed in Section 3 of the Agreement (as such Agreement provides on the date hereof), and all generally available points and Pools in the Line CP Pooling Area.

The eligible Delivery Points shall be the Primary Delivery Points listed in Section 3 of the Agreement (as such Agreement provides on the date hereof), and the Delivery Points specified below:

All Perryville Hub Delivery Points

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 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: Negotiated

The rate which Transporter shall bill and Shipper shall pay under the Agreement for services up to Contract Demand (as provided for as of the effective date hereof) shall be as follows: a monthly Reservation Charge of \$7.3395/Dth (effective through December 31, 2011, and on and after January 1, 2015) or \$4.6020/Dth (effective January 1, 2012 – December 31, 2014) plus the minimum applicable Base Commodity Rate for each Dth delivered; provided, however, the rate applicable to transportation between any points other than those specified in (ii) above shall be the higher of the applicable Transmission Allowance or the applicable maximum Tariff rate. For transportation services to which the Line CP Fuel Use and LUFG retentions would otherwise apply, the retention percentages to be assessed shall be fixed at 0.7% and 0.1%, respectively (with no EPC charge to be assessed). The applicable Fuel Use and LUFG retentions set forth in the Tariff shall apply to any other transportation services rendered. Shipper hereby elects to be billed on a levelized basis to the extent Transporter so determines and such option is available under the Tariff. For purposes hereof, the term "Transmission Allowance" shall mean the total rate(s) set forth as applicable to the eligible quantities and services described above. The applicable Transmission Allowance and retention factors shall not be subject to refund or reduction if in excess of the maximum otherwise allowed. 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.

**AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA NO. 1005249**

The following rate adjustment provision shall apply only for the period extending until the completion, installation and placing in commercial service ("In-Service") of the new Line CP compression facilities proposed by Transporter in its January 26, 2010, filing in FERC Docket No. CP10-47 (Transporter shall post notice of such In-Service date on its Internet Web Site): If, for any Day, Transporter, as a result of anticipated constraints caused by scheduled maintenance affecting Line CP, informs Shipper of reductions ("Anticipated Reduction") in primary firm capacity available for transport within Contract Limitations between the Receipt and Delivery Point(s) designated in Section 3 of the Agreement, then Transporter shall not bill, and Shipper shall not be required to pay, any amounts attributable to the Reservation Charge (expressed as a unit rate on an assumed 100% load factor basis) which would otherwise be assessed for the Deficient Quantity (for purposes hereof, the "Deficient Quantity" for any Day on which scheduled maintenance caused capacity constraints on Line CP shall mean the difference between Shipper's CD and the quantity, both primary and secondary, actually tendered for delivery on that Day; provided that the Deficient Quantity shall not exceed the greater of (i) the amount of the Anticipated Reduction or (ii) the actual amount by which Shipper's CD was reduced due to scheduled maintenance for the Day).

(iv) Term of Rate:

Effective as of April 1, 2010, through the Primary Term End Date of the Agreement.

- (b) Authorized Overrun: For Negotiated Rate transactions: Unless Transporter agrees otherwise, the rate for any authorized overrun quantities shall be the greater of the maximum Tariff rate or the applicable rate described above.
- (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 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 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), Shipper shall provide or pay and Transporter shall retain or charge Fuel Use and LUFG allowances or charges (including the EPC surcharge) in such quantities or amounts as authorized from time to time by the Tariff and, except as specifically provided otherwise herein or on Attachment A, 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 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 Attachment A 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 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 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,

**AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA NO. 1005249**

unless Transporter otherwise agrees, it will have the right to immediately terminate or modify any provisions herein or of 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 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 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.
- (iii) Regulatory Authority: This Agreement (including 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 Attachment A, or (2) conditions or prohibits the granting of selective discounts or other rates specified herein or on 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 Attachment A shall be terminated, and the rate for service herein or under 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 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.
- (v) Entire Agreement: Attachment A, if applicable, 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 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.
- (vi) Failure to Exercise Rights: Failure to exercise any right under Attachment A, 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 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

**AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA NO. 1005249**

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, attorney's 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? Yes ____ No X
- 5.3) a) Does this Agreement supersede and cancel a pre-existing Transportation Service Agreement(s) between the parties? Yes ____ No X
- b) Does this Agreement amend and restate in its entirety a pre-existing Transportation Service Agreement(s) between the parties? Yes X No ____
If Yes, the Transportation Service Agreement(s) are described as follows:
Effective as of April 1, 2010, this Agreement amends and restates Transportation Service Agreement No. 1005249, originally effective August 1, 2007, 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 X 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) 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 dates 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 except as limited below. If, and to the extent that, access to the Primary Receipt Points is provided via transport capacity held by Transporter on the facilities of third parties pursuant to Section 29 of the GT&C of the Tariff or other approved arrangements, Shipper's contractual right to extend service under the Agreement shall be limited to service solely through facilities owned or capacity controlled by Transporter. Any exercise by Shipper of such ROFR rights shall not require Transporter to extend beyond their original primary terms or renegotiate any current agreements for transport through, or lease capacity from, third parties or to enter into new transport or lease arrangements or construct facilities to replicate existing third party arrangements.
- c) Pursuant to Section 5.4(b) of the General Terms and Conditions, the parties have agreed to the maximum pressure at which Transporter must deliver Gas as set forth in Section 3 above.
- d) Pursuant to Section 21.10, GT&C, of the Tariff, Shipper and Transporter have agreed to an extension of the term with respect to the capacity committed under this Agreement.

AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA NO. 1005249

- 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.

CENTERPOINT ENERGY GAS TRANSMISSION
COMPANY

PETROHAWK ENERGY CORPORATION

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

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

**GENERAL TERMS AND CONDITIONS
TO AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA NO. 1005249**

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, Delhi Fuel Use, Wheeling LUFG, Line CP Fuel Use and LUFG, Fuel Use and LUFG, or Storage Fuel Use and LUFG, 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. Subject to Section 14 of the GT&C of Transporter's Tariff, Shipper may assign this Agreement to an entity with which it is affiliated. 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.
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.

July 16, 2019

Petrohawk Energy Corporation
1700 Platte St.
Denver, CO 80202
Attn: Greg Bensen

BP Energy Corporation
201 Helios Way
Houston, TX 77079
Attn: Greg Bensen

Re: Consent to Assign Firm (Rate Schedule FT) Transportation Service Agreement No. 1005249, originally effective August 1, 2007, Agreement No. 1005819, originally effective October 1, 2007, and Agreement No. 1006279, originally effective July 1, 2008, hereinafter referred to as the "Agreements," between Enable Gas Transmission, LLC ("EGT"), formerly known as CenterPoint Energy Gas Transmission Company, LLC, and Petrohawk Energy Corporation ("Assignor").

Assignor has requested EGT consent to the assignment to BP Energy Company, ("Assignee"), a Delaware corporation, of the Agreements specified above due to a change in the Assignor's corporation organization structure. Accordingly, Assignee desires to be substituted for Assignor as a party under the Agreements. By their signatures below, the parties hereto evidence their agreement as follows:

1. EGT consents to the assignment subject to the terms and conditions described below and subject to the Federal Energy Regulatory Commission's ("FERC") waiver of capacity release regulations.
2. The assignment will be effective as of the first day of August 2019 in accordance with the request provided by the Assignor.
3. Assignee agrees that it shall be substituted for Assignor in the Agreements and hereby ratifies and adopts all provisions of the Agreements and assumes all rights, obligations and liabilities thereunder.
4. Assignee certifies to EGT that as Shipper it will have title to the gas transported under the Agreements at the time gas is delivered to EGT and while it is being transported by EGT or, in the alternative, that Assignee has secured from the FERC a waiver of this requirement and that such waiver will be effective at the time gas is delivered to EGT and while it is being transported by EGT.

5. Assignor agrees that for all periods prior to the effective date hereunder, it shall remain liable to EGT for its duties and obligation accruing under the Agreements.
6. Assignor and EGT agree that the current credit support will not be released until EGT has approved a replacement guaranty from Assignee or Assignee has otherwise provided adequate credit support acceptable to EGT, all Assignor outstanding duties and obligations have been paid and all necessary FERC approvals have been received.

Very truly yours,

ENABLE GAS TRANSMISSION, LLC

By: _____

Name: Rodney J. Sailor

Title: President and Chief Executive Officer

Date: _____

[SIGNATURES CONTINUED ON NEXT PAGE]

PETROHAWK ENERGY CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

BP ENERGY COMPANY

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX C-1

GENERAL TERMS AND CONDITIONS
(continued)

32. NON-CONFORMING AGREEMENTS: (continued)

5. Precedent Agreement dated August 10, 2006, with Petrohawk Energy Corporation with related TSA No. 1005249 [and Assignment Agreement to BP Energy Company](#); copies located in Second Revised Volume Negotiated Rates and Non-Conforming Agreements, Sections 3.2, 3.2.1.
6. Transportation Service Agreement effective February 1, 2015, with Weatherly Oil & Gas, LLC (assignee of SND Operating, LLC) TSA No. 1010414.