

April 29, 2020

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

Re: Enable Gas Transmission, LLC
Docket No. RP20-821-000
Filing for Negotiated Rate Agreement

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 for filing as part of its FERC Gas Tariff, Second Revised Volume Negotiated Rate and Non-Conforming Service Agreements (“2nd Revised NRNCA”), the following tariff record, to be effective May 1, 2020:

2. 10, Southwestern Electric Power Company 1006888 (RS EFT), Version 3.0.0

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

This filing complies with the requirements of the Commission’s Natural Gas Pipeline Negotiated Rate Policies and Practices,³ and with Section 12.3 of the General Terms and Conditions of EGT’s FERC Gas Tariff, Ninth Revised Vol. No.1 (“Tariff”) which allows EGT and its shippers to negotiate rates as provided for in the Commission’s Policy Statement. EGT submits for filing herein an amended and restated Rate Schedule FT agreement (TSA No. 1006888) with Southwestern Electric Power Company (“SWEPCO”). The negotiated rate agreement is further described below.

On June 30, 2015, EGT submitted tariff records to reflect a new negotiated rate agreement with SWEPCO to become effective July 1, 2015. The Commission approved EGT’s filing via letter order on July 29, 2015. The SWEPCO agreement has been subsequently amended by the parties, filed by EGT, and approved by the Commission in FERC Docket No. RP17-500.⁴ The most recent

¹ 15 U.S.C. § 717c (2012).

² 18 C.F.R. Part 154.

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 The Commission accepted EGT’s March 1, 2017 filing in this docket via letter order on March 28, 2017.

amended and restated TSA, effective May 1, 2020, contains a slight increase in the Daily Reservation Charge and a three-year term extension, provides for new Receipt Entitlements in EGT's South Pooling Area in lieu of SWEPCO's former Receipt Entitlements in the North Pooling Area, specifies two, new Primary Receipt Points, and reflects minor changes to the Form of Service Agreement for Rate Schedule EFT in EGT's Tariff that have occurred since the last version of this agreement was filed.

EGT is submitting an entire copy of the above-described negotiated rate agreement as provided in Section 12.3 of the General Terms and Conditions of the Tariff for Commission review and inclusion as a tariff record. A clean version of the agreement is attached as Appendix A. Pursuant to Section 154.201(a) of the Commission's regulations, EGT is attaching, as Appendix B, a marked version of the agreement showing changes from the previously filed version. Contemporaneously with the execution of the agreement submitted for approval herewith, EGT and SWEPCO also entered into an amended and restated Rate Schedule PHS Agreement to be effective May 1, 2020, as permitted by Section 2.5 of Rate Schedule EFT.

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

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:

Appendix A – Clean version of the above referenced tariff record; and

Appendix B – Marked version of the tariff record 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
Associate 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,⁵ 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 record attached hereto are true and the electronic media accompanying this filing contains the same information as that available for public inspection.

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

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

Respectfully submitted,

ENABLE GAS TRANSMISSION, LLC

/s/ Lisa D. Yoho

Lisa Yoho

Sr. Director, Regulatory & FERC Compliance

Enclosures

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

APPENDIX A

Enable Gas Transmission Company, LLC

FERC NGA Gas Tariff

Second Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.10, Version 3.0.0

Effective May 1, 2020

Southwestern Electric Power Company 1006888 (RS EFT)

Option Code "A"

**AMENDED AND RESTATED
RATE SCHEDULE EFT
TRANSPORTATION SERVICE AGREEMENT
TSA No.: 1006888**

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/TRANSPORTER INFORMATION:

Shipper's Name: Southwestern Electric Power Company
1 Riverside Plaza, 14th Floor
Columbus, OH 43215
Attn: Clint Stutler
Email: cmstutler@aep.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 LIMITATIONS, SWING RATIO AND POINTS:

The term (including term extensions), Contract Demand, Receipt Entitlement(s), Swing Ratio(s), Maximum Hourly Quantity, Receipt and Delivery Points, and Maximum Delivery and Receipt Obligation(s), if applicable, for this Agreement shall be shown below or on a designated Attachment. 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 May 1, 2010, as amended and restated May 1, 2020,
subject to FERC approval

Primary Term End Date: The end of the Day on December 31, 2023

Evergreen/Term Extension? No

Contract Demand (Dth/D): 90,000

Receipt Entitlement(s) (Dth/D): 60,000 Neutral Pooling Area
30,000 South Pooling Area

<u>Primary Receipt Point(s):</u>	<u>Maximum Receipt Obligation (Dth/D)</u>
CGT PV Core Rec (Meter No. 12057)	30,000
Scissortail Energy, LLC (Meter No. 12355)	10,000

<u>Receipt Point(s)</u>	<u>Receipt Quantity (Dth/D)</u>
All generally available points and Pools in the Neutral Pooling Area	50,000

<u>Primary Delivery Point(s)</u>	<u>Maximum Hourly Quantity (Dth/H)</u>	<u>Maximum Delivery Obligation(s) (Dth/D)</u>	<u>Swing Ratio(s)</u>
SWEPCO Stall Plant (Meter No. 844110)	3,750	90,000	1.50

AMENDED AND RESTATED
RATE SCHEDULE EFT
TRANSPORTATION SERVICE AGREEMENT
TSA No.: 1006888
(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 applicable 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 a Daily Reservation Charge of \$0.2049 per Dth and Transporter's then-effective maximum applicable Commodity Rate (which includes EPC) for all eligible quantities. Shipper shall pay a Reservation Charge amount each Month calculated by multiplying the Daily Reservation Charge by the Demand Determinant (MDO divided by SR) times number of days in Month, regardless of the quantity of gas transported during the Service Month.

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

After March 31, 2023, the applicable Daily Reservation Charge also shall continue to apply if Shipper, pursuant to Section 5.1(a)(i)(5) of the Tariff GT&C, and in accordance with Tariff capacity allocation procedures, and subject to the availability of capacity, requests and is granted a change in, or substitute of, Primary Receipt Points or a shift in MRO quantities among such points within the specified Receipt Entitlement among the Primary Receipt Points specified above.

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

<u>Description</u>	<u>Meter No.</u>
SWEPCO Wilkes Plant Sum	12358
SWEPCO Lone Star Sum	12881
SWEPCO Lieberman Plant	801531
SWEPCO Harry Mattison	811005

(iii) Term of Rate:

Begin Date(s): May 1, 2020

End Date(s): The end of the Day on December 31, 2023

- (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 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 any applicable Attachment for the specified services provided under the Agreement only apply to receipts from, and subsequent deliveries to, the Points of Receipt and Delivery, quantities and/or time periods described above or on any applicable Attachment and to reserved capacity necessary to effect such service. In addition to any rate or amount referred to herein (including discounted rates, Negotiated Rates, overrun rates and maximum Tariff rates), except as specifically provided otherwise herein or on

**AMENDED AND RESTATED
RATE SCHEDULE EFT
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(continued)**

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

(d) Rate-Related Provisions:

- (i) **Consideration for Rate Granted:** Transporter agrees to the rates specified herein or on applicable Attachment in exchange for Shipper's agreement to forego credits or other benefits to which Shipper would otherwise be entitled, but only to the extent such credits or benefits would result in a greater economic benefit over the applicable term than that represented by the agreed-upon rate. Accordingly, unless Transporter otherwise agrees, Shipper will not receive credits (with the exception of (1) penalty revenue credits provided pursuant to Section 31 of the General Terms and Conditions of Transporter's Tariff, and (2) capacity release credits) from rates, refunds or other revenues collected by Transporter or Shipper if to do so would effectively result in a lower rate or greater economic benefit to Shipper; provided, however, that 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, unless Transporter otherwise agrees, it will have the right to immediately terminate or modify any provisions herein or of 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 or by operation of any Tariff mechanisms, with respect to the capacity obtained by, through or under the Agreement at points, or under conditions, other than those specified herein or on any applicable Attachment, then as of such date, and for the remainder of the Service Month in which such non-compliance occurred, or the remainder of the term of the Agreement, whichever is shorter, Shipper shall be obligated to pay no less than the maximum applicable Tariff rates for service under the Agreement. 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 any applicable Attachment. 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 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

**AMENDED AND RESTATED
RATE SCHEDULE EFT
TRANSPORTATION SERVICE AGREEMENT
TSA No.: 1006888
(continued)**

the Shipper's option, the Agreement and any applicable Attachment shall terminate. The effective date of this renegotiation or termination shall be the first day of the month following the end of the 45-day renegotiation period; provided, however, that the effective date will comply with the requirements of the applicable federal or local law, or order, rule or regulation of any governmental authority having or asserting jurisdiction.

- (iv) Entire Agreement: Any applicable Attachment shall supplement the Agreement with respect to the matters agreed to, and together shall constitute the entire understanding of the parties relating to said matters as of the effective date stated therein. Unless otherwise specified, all prior agreements, correspondence, understandings and representations are hereby superseded and replaced by any applicable Attachment and the Agreement. Except as otherwise provided herein, all terms used herein with initial capital letters are so used with the respective meanings ascribed to them in Transporter's Tariff.
- (v) Failure to Exercise Rights: Failure to exercise any right under any applicable Attachment 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 this Agreement covers a Negotiated Rate transaction, and Transporter is unable to collect Negotiated Rates due to a change in Commission policy or rejection of the transaction by the Commission prior to or during the term of such transaction, then, unless the parties agree otherwise, Shipper shall pay the maximum Tariff rate for the services. In such event, Transporter shall notify Shipper in writing of the requirement to pay maximum Tariff rates and, if the maximum Tariff rates are greater than the Negotiated Rates under such transaction, Shipper shall have no more than thirty (30) days from the date of such notification to give notice in writing of termination of the applicable Agreement, with such termination to be effective no earlier than the end of the Month following the Month in which such termination notice is received.

(5) OTHER PROVISIONS:

- 5.1) Payments shall be received by Transporter within the time prescribed by Section 14 of the GT&C of Transporter's Tariff. Amounts past due hereunder shall bear interest as provided in Section 14 of the GT&C of the Tariff. Shipper shall pay all costs associated with the collection of such past due amounts including, but not limited to, attorneys' fees and court costs. Shipper hereby represents and warrants that the party executing this Agreement on its behalf is duly authorized and possesses all necessary corporate or other authority required to legally bind Shipper.
- 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) a) Does this Agreement supersede and cancel a pre-existing Transportation Service Agreement(s) between the parties? No

b) Does this Agreement amend and restate in its entirety a pre-existing Transportation Service Agreement(s) between the parties? Yes
Effective May 1, 2020, this Agreement amends and restates Transportation Service Agreement No. 1006888, originally effective May 1, 2010, as subsequently amended, restated and/or superseded prior to or as of the effective date hereof.
- 5.4) Is this Agreement entered into pursuant to and subject to CAPACITY RELEASE, Section 19 of the GT&C of Transporter's Tariff? No
- 5.5) Does this Agreement include any other terms/provisions permitted by the Tariff? Yes
 - a) In accordance with Section 19.8 of the GT&C of the Tariff, the parties hereby agree that Transporter shall retain, and not credit back to Shipper, credits for capacity releases to the extent amounts paid by or invoiced to Replacement Shipper(s) as, or attributable to, demand or reservation type charges exceed the amount of Shipper's invoiced demand component.

AMENDED AND RESTATED
RATE SCHEDULE EFT
TRANSPORTATION SERVICE AGREEMENT
TSA No.: 1006888
(continued)

- b) In accordance with Section 2.14 of Rate Schedule EFT, the parties hereby agree that the hours and MHDO(s) applicable to "ramp-up" service available shall be as follows:

6 am to 7 am	1,250 Dth/D
7 am to 8 am	1,875 Dth/D
8 am to 9 am	3,000 Dth/D


Shipper will utilize a loan service under Rate Schedule PHS TSA No. 1010525 as its supply source for this service which incorporates a nomination adjustment component.

- 6) All modifications, amendments or supplements to the terms and provisions hereof shall be effected only by supplementary written (or electronic, to the extent Transporter permits or requires) consent of the parties.
- 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: Tina V. Faraca
Title: Chief Commercial Officer
Date: December 4, 2019

SOUTHWESTERN ELECTRIC POWER COMPANY

By: 
Name: Julie A. Sherwood
Title: VP
Date: November 7, 2019

CMS MRP ac mtd


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**AMENDED AND RESTATED
RATE SCHEDULE EFT
TRANSPORTATION SERVICE AGREEMENT
TSA No.: 1006888
GENERAL TERMS AND CONDITIONS**

1. This Agreement shall be subject to the provisions of Rate Schedule EFT 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 EFT 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 3.2 of Rate Schedule EFT 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 Fuel Use and LUGF or Alternate Fuel Retentions, as applicable, retained.
8. Except as otherwise permitted in the Tariff, and in accordance with Section 19 of the GT&C of Transporter's Tariff, this Agreement shall not be assigned by Shipper in whole or in part, nor shall Shipper agree to provide services to others by use of any capacity contracted for under the Agreement, without Transporter's prior written consent. In addition to all other rights and remedies, Transporter may terminate the Agreement immediately if it is assigned by Shipper or if Shipper subcontracts the capacity to others contrary to the provisions hereof, whether the assignment or contract be voluntary, or by operation of law or otherwise. Subject to the above, the respective rights and obligations of the parties under the Agreement shall extend to and be binding upon their heirs, successors, assigns and legal representatives. Shipper may request that Transporter consent to Shipper's assignment of this Agreement to an entity with which Shipper is affiliated subject to the assignee's satisfaction of the criteria in Section 14 of the GT&C of Transporter's Tariff, in the situation in which, after Shipper obtains the Agreement, a corporate reorganization results in a transfer to an affiliate of the function for which the capacity was obtained. Any person which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of either party hereto, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement; and either party may assign or pledge this Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment or similar instrument which it has executed or may execute hereafter.
9. Any notice, statement, or bill provided for in this Agreement shall be in writing (or provided electronically via the Internet to the extent Transporter permits or requires) and shall be considered as having been given if hand delivered, or, if received, when mailed by United States mail, postage prepaid, to the addresses specified herein, or such other addresses as either party shall designate by written notice to the other. Additionally, notices shall be considered as having been given, if received, when sent via facsimile or through electronic data interchange.

APPENDIX B

Enable Gas Transmission Company, LLC

FERC NGA Gas Tariff

Second Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.10, Version ~~2~~3.0.0

Effective ~~March 1, 2017~~[May 1, 2020](#)

Southwestern Electric Power Company 1006888 (RS EFT)

Option Code "A"

**AMENDED AND RESTATED
RATE SCHEDULE EFT
TRANSPORTATION SERVICE AGREEMENT
TSA ~~NO~~No.: 1006888**

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

1) SHIPPER/TRANSPORTER INFORMATION:

Shipper's Name: Southwestern Electric Power Company
~~Southwestern Electric Power Company~~
1 Riverside Plaza, 14th Floor
Columbus, OH 43215
Attn: ~~Amy Jeffries~~Clint Stutler
Email: ~~aejeffries~~cmstutler@aep.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 LIMITATIONS, SWING RATIO AND POINTS:

The term (including term extensions), Contract Demand, Receipt Entitlement(s), Swing Ratio(s), Maximum Hourly Quantity, Receipt and Delivery Points, and Maximum Delivery and Receipt Obligation(s), if applicable, for this Agreement shall be shown below or on a designated Attachment ~~A.~~ 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 May 1, 2010, as amended and restated ~~March~~May 1, ~~2017~~2020, subject to FERC approval

Primary Term End Date: The end of the Day on ~~April 30, 2020~~December 31, 2023

Evergreen/Term Extension? ~~Yes~~No
~~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): 90,000

Receipt Entitlement(s) (Dth/D): 60,000 Neutral Pooling Area
30,000 ~~North~~South Pooling Area

<u>Primary Receipt Point(s)</u>	<u>Maximum Receipt Obligation (Dth/D)</u>
<u>CGT PV Core Rec (Meter No. 12057)</u>	<u>30,000</u>
<u>Scissortail Energy, LLC (Meter No. 12355)</u>	<u>10,000</u>

<u>Receipt Point(s)</u>	<u>Receipt Quantity (Dth/D)</u>
<u>All generally available points and Pools</u>	<u>50,000</u>
<u>in the Neutral Pooling Area</u>	<u>60,000</u>
All generally available points and Pools in the North Pooling Area	30,000

<u>Primary Delivery Point(s)</u>	<u>Maximum Hourly Quantity (Dth/H)</u>	<u>Maximum Delivery Obligation(s) (Dth/D)</u>	<u>Swing Ratio(s)</u>
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AMENDED AND RESTATED
RATE SCHEDULE EFT
TRANSPORTATION SERVICE AGREEMENT
TSA ~~NO~~No.: 1006888

SWEPCO Stall Plant
(Meter No. 844110)

3,750

90,000

1.50

AMENDED AND RESTATED
RATE SCHEDULE EFT
TRANSPORTATION SERVICE AGREEMENT
TSA No.: 1006888
(continued)

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

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

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

(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 a Daily Reservation Charge of \$0.~~2045~~2049 per Dth and Transporter's then-effective maximum applicable Commodity Rate (which includes EPC) for all eligible quantities. Shipper shall pay a Reservation Charge amount each Month calculated by multiplying the Daily Reservation Charge by the Demand Determinant (MDO divided by SR) times number of days in Month, regardless of the quantity of gas transported during the Service Month.

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

After March 31, 2023, the applicable Daily Reservation Charge also shall continue to apply if Shipper, pursuant to Section 5.1(a)(i)(5) of the Tariff GT&C, and in accordance with Tariff capacity allocation procedures, and subject to the availability of capacity, requests and is granted a change in, or substitute of, Primary Receipt Points or a shift in MRO quantities among such points within the specified Receipt Entitlement among the Primary Receipt Points specified above.

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

<u>Description</u>	<u>Meter No.</u>
SWEPCO Wilkes Plant Sum	12358
SWEPCO Lone Star Sum	12881
SWEPCO Lieberman Plant	801531
SWEPCO Harry Mattison	811005

(iii) Term of Rate:

Begin Date(s): ~~March~~May 1, 2017~~2020~~

End Date(s): The end of the Day on ~~April 30, 2020~~December 31, 2023

- (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 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 any applicable Attachment ~~A~~ for the specified services provided under the Agreement only apply to receipts from, and subsequent deliveries to, the Points of Receipt and Delivery, quantities and/or time periods described above or on any applicable Attachment ~~A~~ and to reserved capacity necessary to effect such service. In addition to any rate or amount referred to herein (including discounted rates, Negotiated Rates, overrun rates and maximum Tariff rates), except as specifically provided otherwise herein or on

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any applicable Attachment ~~A~~, Shipper shall provide or pay and Transporter shall retain or charge Fuel Use and LUG
~~(e)~~—allowances or charges (including the EPC surcharge, if applicable) in such quantities or amounts as authorized from
time to time by the Tariff and shall pay any applicable charges, penalties, surcharges, fees, taxes, assessments
and/or direct billed amounts provided for in the Tariff. ~~For a Negotiated Rate transaction, the~~ The rate in any month
shall never be below Transporter's applicable minimum Tariff rate, unless Transporter otherwise agrees.

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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 applicable 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, unless Transporter otherwise agrees, it will have the right to immediately terminate or modify any provisions herein or of any applicable Attachment ~~A~~ that would allow Shipper to pay amounts less than the maximum applicable Tariff rate.
- (ii) Limitation on Agreed Upon Rate: Unless Transporter agrees otherwise, if at any time receipts and/or deliveries are initially sourced into the system, nominated, scheduled and/or made, by any means or by operation of any Tariff mechanisms, with respect to the capacity obtained by, through or under the Agreement at points, or under conditions, other than those specified herein or on any applicable Attachment ~~A~~, then as of such date, and for the remainder of the Service Month in which such non-compliance occurred, or the remainder of the term of the Agreement, whichever is shorter, Shipper shall be obligated to pay no less than the maximum applicable Tariff rates for service under the Agreement. This limitation shall not apply to the extent that Transporter has requested Shipper to receive and/or deliver other than as specified herein or on any applicable 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 any applicable Attachment ~~A~~) is subject to Section 16 of the GT&C of Transporter's Tariff. Transporter and Shipper hereby acknowledge that this Agreement is subject to all valid and applicable federal and local laws and to the orders, rules and regulations of any duly constituted federal or local regulatory body or governmental authority having jurisdiction. Any provision of this Agreement which is determined by any court or regulatory body having jurisdiction to be invalid or unenforceable will be ineffective to the extent of such determination only, without invalidating, or otherwise affecting the validity of, the remaining provisions. Unless the parties agree otherwise, if Transporter has made a good faith determination that a federal or local law, or order, rule or regulation of any governmental authority having or asserting jurisdiction (1) requires performance by Transporter that is inconsistent with the terms specified herein or on any applicable Attachment ~~A~~, or (2) conditions or prohibits the granting of selective discounts or other rates specified herein or on any applicable Attachment ~~A~~, then Transporter may provide notice that it intends to renegotiate the rates under the Agreement. If the parties fail to reach agreement within forty-five (45) days of any renegotiation notice given pursuant to the terms of this paragraph, then: (1) the rate provisions herein or on any applicable Attachment ~~A~~ shall be terminated, and the rate for service herein or under any applicable Attachment ~~A~~ shall be Transporter's applicable maximum Tariff rate, or (2) if Transporter's applicable maximum Tariff rate is greater than the rate for service herein or on any applicable Attachment ~~A~~, at

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the Shipper's option, the Agreement and any applicable ~~Attachment A~~ shall terminate. The effective date of this renegotiation or termination shall be the first day of the month following the end of the 45-day renegotiation period; provided, however, that the effective date will comply with the requirements of the applicable federal or local law, or order, rule or regulation of any governmental authority having or asserting jurisdiction.

~~(iv)~~ Entire Agreement: ~~Attachment A~~, if ~~Any~~ 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,

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~~(iv)~~(iv) understandings and representations are hereby superseded and replaced by any applicable Attachment ~~A~~ and the Agreement. Except as otherwise provided herein, all terms used herein with initial capital letters are so used with the respective meanings ascribed to them in Transporter's Tariff.

(v) Failure to Exercise Rights: Failure to exercise any right under any applicable 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 any applicable Attachment ~~A~~ or the Agreement shall be construed as a waiver of any other existing or future default, whether of a like or different character.

(e) Inability to Collect Negotiated Rates: If this Agreement covers a Negotiated Rate transaction, and Transporter is unable to collect Negotiated Rates due to a change in Commission policy or rejection of the transaction by the Commission prior to or during the term of such transaction, then, unless the parties agree otherwise, Shipper shall pay the maximum Tariff rate for the services. In such event, Transporter shall notify Shipper in writing of the requirement to pay maximum Tariff rates and, if the maximum Tariff rates are greater than the Negotiated Rates under such transaction, Shipper shall have no more than thirty (30) days from the date of such notification to give notice in writing of termination of the applicable Agreement, with such termination to be effective no earlier than the end of the Month following the Month in which such termination notice is received.

(5) OTHER PROVISIONS:

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

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) a) Does this Agreement supersede and cancel a pre-existing Transportation Service Agreement(s) between the parties? No
b) Does this Agreement amend and restate in its entirety a pre-existing Transportation Service Agreement(s) between the parties? Yes
Effective ~~March~~May 1, ~~2017~~2020, this Agreement amends and restates Transportation Service Agreement No. 1006888, originally effective May 1, 2010, as subsequently amended, restated and/or superseded prior to or as of the effective date hereof.

5.4) Is this Agreement entered into pursuant to and subject to CAPACITY RELEASE, Section 19 of the GT&C of Transporter's Tariff? No

5.5) Does this Agreement include any other terms/provisions permitted by the Tariff? Yes

a) In accordance with Section 19.8 of the GT&C of the Tariff, the parties hereby agree that Transporter shall retain, and not credit back to Shipper, credits for capacity releases to the extent amounts paid by or invoiced to Replacement Shipper(s) as, or attributable to, demand or reservation type charges exceed the amount of Shipper's invoiced demand component.

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- b) In accordance with Section 2.14 of Rate Schedule EFT, the parties hereby agree that the hours and MHDO(s) applicable to "ramp-up" service available shall be as follows:

6 am to 7 am	1,250 Dth/D
7 am to 8 am	1,875 Dth/D
8 am to 9 am	3,000 Dth/D

Shipper will utilize a loan service under Rate Schedule PHS TSA No. 1010525 as its supply source for this service which incorporates a nomination adjustment component.

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- 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

SOUTHWESTERN ELECTRIC POWER COMPANY

By: _____

By: _____

Name: ~~Rodney J. Sailor~~ Tina V. Faraca

Name: _____

Title: Sr. Vice President & ~~Chief Executive Officer~~ - Commercial

Title: _____

Date: _____

Date: _____

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GENERAL TERMS AND CONDITIONS**

1. This Agreement shall be subject to the provisions of Rate Schedule EFT 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 EFT 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 3.2 of Rate Schedule EFT 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 Fuel Use and LUFG or Alternate Fuel Retentions, as applicable, 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.
- ~~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.~~