

May 3, 2021

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

Re: Enable Mississippi River Transmission, LLC
Docket No. RP21- 811 -000
Filing for Non-Conforming Agreement

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act (“NGA”)¹ and Part 154 of the Regulations of the Federal Energy Regulatory Commission (“Commission” or “FERC”),² Enable Mississippi River Transmission, LLC (“MRT”) hereby submits for filing and acceptance by the Commission a non-conforming firm Transportation Service Agreement (“TSA”) with United States Steel Corporation (“US Steel”) dated May 1, 2021. MRT also submits for filing related revisions to its FERC Gas Tariff, Sixth Revised Volume No. 1 (“Tariff”). MRT respectfully requests that the provisions filed herewith be accepted effective May 1, 2021 and that the Commission grant MRT waiver of the 30-day notice requirement set forth in Section 154.207 of its Regulations.³ The proposed changes are to the following portions of MRT’s tariff:

Second Revised Volume Negotiated Rates and Non-Conforming Service Agreements
(“NRNCA”)

Non-Conforming Agreements
Section 3.3, United States Steel Corporation TSA No. 3227, Version 1.0.0

Sixth Revised Volume No. 1
337, 37. NON-CONFORMING AGREEMENTS, Version 4.0.0

¹ 15 U.S.C. § 717c (2012).

² 18 C.F.R. Part 154.

³ 18 C.F.R. § 154.207 (2020).

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

Background

MRT and U.S. Steel are parties to a TSA dated January 1, 2019. The TSA contains a non-conforming provision previously approved by the Commission. MRT and U.S. Steel have amended and restated this TSA to increase the Maximum Quantity at U.S. Steel's Primary Receipt Point at MRT's storage facilities to accommodate an increase in the Maximum Storage Capacity and Maximum Daily Withdrawal Quantity under US Steel's Storage Service Agreement No. 3086 under MRT's Rate Schedule FSS. The TSA was filed as a negotiated rate agreement effective January 1, 2019 due to pending rate cases that have since been settled,⁴ so the amended and restated TSA now provides for the applicable maximum Tariff rates even though the rates paid by U.S. Steel have not changed.

Request for Reconfirmation of Approval of Non-Conforming Contract

MRT requests that the Commission reconfirm its approval of the subject nonconforming agreement. The January 1, 2019 version of US Steel's TSA No. 3772 with MRT was accepted by the Commission as non-conforming by order issued in FERC Docket No. RP20-420 on February 6, 2020.⁵ With the exception of such provision, the maximum rate TSA submitted herein does not deviate in any material aspect from the Rate Schedule FTS Form of Service Agreement in the Tariff.

The relevant provision permits US Steel periodic rights to reduce its MDQ under Rate Schedule FTS Contract Nos. 3227 and/or 6112 in limited circumstances, subject to an established Maximum Daily Quantity ("MDQ") floor. Specifically, in the event that US Steel experiences a reduction in natural gas load at its Granite City Steel plant related to a physical process change, such as the replacement of a gas-fired furnace with an electric one, MRT will permit a limited MDQ reduction. Reductions will be limited in quantity, allowed to occur on only two specific dates in the remaining primary contract term, and applied in a manner that eliminates the lower revenue Market Zone only capacity under Contract No. 6112 in full before reducing higher Field to Market Zone revenue under Contract No. 3227. In no event may the total MDQ under both Contract No. 3227 and Contract No. 6112 be reduced below 37,766 Dth/D pursuant to the MDQ reduction option.

The material deviation in TSA No. 3227 was necessary to obtain US Steel's agreement to the settlements of then-pending rate cases and to the extension of contract duration. MRT requests that the Commission re-confirm its approval of the MDQ reduction provisions in TSA No. 3227 as a permissible deviation. MRT offered this MDQ reduction option to any industrial end-user that extended its existing contracts or entered into new contracts as part of such settlements.

For good cause as described above, MRT requests that the Commission grant MRT 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 May 1, 2021.

⁴ FERC Docket Nos. RP18-923-000, *et al.* and RP20-131-000.

⁵ *Enable Miss. River Transmission, LLC*, 170 FERC ¶ 61,086 (2020).

Additionally, MRT 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, MRT 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 Section 3.3 of the NRNCA;

Appendix B – Clean version of Fourth Revised Sheet No. 337 of Sixth Revised Volume No. 1; and

Appendices A-1 and B-1 – Marked versions of the revised tariff records referenced above.

III. Communications.

MRT 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 Mississippi River Transmission, LLC
910 Louisiana Street, 48th Floor
Houston, TX 77002
(346) 701-2539
lisa.yoho@enablemidstream.com

Jonathan F. Christian
Associate General Counsel
Enable Mississippi River 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,⁶ 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

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

Ms. Bose
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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 MRT'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 MRT'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 Mississippi River Transmission, LLC

/s/ Lisa D. Yoho

Lisa Yoho

Sr. Director, Regulatory & FERC Compliance

Enclosures

APPENDIX A

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Second Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 3.3, Version 1.0.0

Effective May 1, 2021

United States Steel Corporation TSA No. 3227 (RS FTS)

Option Code "A"

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

This TRANSPORTATION SERVICE AGREEMENT, hereinafter referred to as "Agreement," is made and entered into by and between Enable Mississippi River Transmission, LLC, a Delaware limited liability company, hereinafter called "MRT," and United States Steel Corporation, a Delaware corporation, hereinafter called "Customer."

In consideration of the mutual covenants herein contained, the parties hereto agree that MRT shall transport for Customer, on a firm basis, and Customer shall furnish, or cause to be furnished, to MRT natural gas for such transportation during the term hereof, at the rates and on the terms and conditions hereinafter provided.

1) TERM

Effective Date: Originally May 1, 2002, as amended and restated May 1, 2021

Primary Term End Date: The end of the day on July 31, 2022

Evergreen/Term Extension? Yes

This Agreement shall become effective as of May 1, 2021 and shall continue for a primary term ending July 31, 2022; provided, however, that this Agreement shall continue to be in effect from year to year thereafter unless and until terminated by either MRT or Customer by written notice, or electronically via the Internet, as permitted or required by MRT, to the other delivered at least twelve (12) months prior to the contract term end date.

2) QUANTITIES

Maximum Daily Quantity (MDQ): 46,728 Dth/D

Rate Zone Capacities: See Exhibit A

3) RECEIPT AND DELIVERY POINTS

See Exhibit A

4) RATE

Service hereunder shall be provided pursuant to Rate Schedule FTS. Customer shall pay, or cause to be paid, to MRT each month for all services provided hereunder the maximum applicable rate and any other charges specified in MRT's FERC Gas Tariff, as on file and in effect from time to time ("Tariff"), for services rendered hereunder, unless otherwise agreed (either in writing or electronically via the Internet as required by MRT) by MRT and Customer in an Exhibit B, or other format provided for in MRT's Tariff, in effect during the term of this Agreement, or in a capacity release award.

5) ADDRESSES

United States Steel Corporation
600 Grant Street, Suite 2014
Pittsburgh, PA 15219
Attn: Maddy King
Email: mking@uss.com

MRT's wire transfer information and addresses for notices and payments shall be located on MRT's Internet web site.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date shown below.

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

UNITED STATES STEEL CORPORATION

By: Michael C. Stoll
Name: Michael C. Stoll
Title: Sr. Director, Commercial T&S
Date: April 30, 2021

By: Ralph R. Riberich, Jr.
Name: Ralph R. Riberich, Jr.
Title: Director - Energy & Metals, Procurement
Date: April 29, 2021

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

GENERAL TERMS AND CONDITIONS

- 1) Upon termination hereof for whatever reason, Customer agrees to stop delivering gas to MRT for transportation hereunder. In addition, upon termination of this Agreement, Customer agrees that it will thereafter make no further demand for service hereunder and MRT agrees that it will make no further demand for the continuation of services or any payment related thereto, other than payments which are due with respect to any services previously provided. Customer agrees to cooperate with and assist MRT in obtaining whatever regulatory approvals and authorizations, if any, are necessary or appropriate in view of such termination and abandonment of service hereunder.
- 2) Termination of this Agreement shall not relieve either party of any obligation that might otherwise exist to correct any volume imbalance hereunder nor relieve Customer of its obligation to pay any monies due hereunder to MRT.
- 3) In accordance with the terms and conditions of Section 17 of the General Terms and Conditions ("GT&C") of MRT's Tariff, if Customer fails to pay within thirty (30) days after payment is due all of the amount of any bill for service rendered by MRT hereunder, MRT, upon ten (10) days' prior written notice to Customer, may suspend further receipt and/or delivery of gas until such past due amount is paid, or satisfactory credit arrangements have been made in accordance with Section 5 of the GT&C. If Customer fails to pay or make satisfactory credit arrangements within such ten (10) day notice period, MRT, in addition to any other remedy it may have hereunder, may, upon thirty (30) days' written notice to Customer, terminate this Agreement and cease further receipt and/or delivery of gas on behalf of Customer.
- 4) Service hereunder shall be provided pursuant to Rate Schedule FTS of MRT's Tariff. Customer will provide Fuel Use and LUFG.
- 5) This Agreement shall be subject to the provisions of the applicable rate schedule as well as the GT&C, and such provisions are incorporated herein by this reference. Any curtailment of transportation service hereunder shall be in accordance with the priorities set out in MRT's GT&C. To the extent not inconsistent with effective law, MRT shall have the right to determine the priority and/or scheduling of the transportation service under this Agreement and to revise the priority and/or scheduling of this transportation service from time to time.
- 6) MRT 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, as set forth in the applicable rate schedule and in the GT&C, in accordance with the Natural Gas Act or other applicable law. In the event that MRT places on file with the Commission another rate schedule which may be applicable to service rendered hereunder, then MRT, at its option, may, from and after the effective date of such rate schedule, utilize such rate schedule in the performance of this Agreement. Such rate schedule or superseding rate schedule(s) and any revisions thereof which shall be filed and become effective shall apply to and be a part of this Agreement. MRT shall have the right to propose, file and make effective with the Commission, or other body having jurisdiction, changes and revisions of any effective rate schedule(s) and/or GT&C, or to propose, file, and make effective superseding rate schedules and/or GT&C, for the purpose of changing the rates, charges, and other provisions thereof effective as to Customer.
- 7) Customer may deliver or cause to be delivered to MRT a maximum receipt point quantity at the Receipt Points described herein, and MRT shall redeliver thermally equivalent quantities at the Delivery Points described herein. Customer also may deliver or cause to be delivered to MRT additional quantities at the Receipt Points for applicable Fuel Use and LUFG retentions. A maximum delivery point quantity is also specified for each MRT delivery point. For firm service, except as provided in Section 5.4(c)(ii) of the General Terms and Conditions of MRT's Tariff, the sum of all individual maximum receipt point quantities shall not exceed the maximum receipt point quantities in the aggregate. For firm service, except as provided in Section 5.4(c)(ii) of the General Terms and Conditions of MRT's Tariff, the sum of all individual maximum delivery point quantities shall not exceed the maximum daily quantity set forth in this Agreement.
- 8) For firm service, Secondary Receipt and Secondary Delivery Points are available to Customer pursuant to the GT&C of MRT's Tariff. Customer agrees to pay any additional charges applicable to its utilization of a Secondary Receipt Point.
- 9) Except as provided in this paragraph, this Agreement shall not be assigned by Customer in whole or in part without MRT's prior written or electronic consent, which consent shall not be unreasonably withheld. Customers under Rate Schedules FTS and SCT may release their capacity consistent with the terms and conditions of the applicable rate schedule and the GT&C of MRT's tariff. Additionally, Customer may request that MRT consent to Customer's assignment of this Agreement, in whole, to an entity affiliated with Customer. For firm contracts, MRT will only consent to assignment of the contract to

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

GENERAL TERMS AND CONDITIONS
(continued)

a Customer's affiliate, subject to the assignee's satisfaction of the criteria in Section 5.4(k), GT&C, in the situation in which, after Customer obtains the contract, a corporate reorganization results in a transfer to an affiliate of the function for which the capacity was obtained. Any entity that succeeds by purchase, merger, consolidation or otherwise to the properties of Customer, substantially as an entirety, shall be entitled to the rights and shall be subject to the obligations of its predecessors in title under this Agreement. In addition to all other rights and remedies, MRT may terminate the Agreement immediately if it is assigned by Customer without MRT's consent, 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.

- 10) Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as delivered when hand-delivered or when received by the other party if mailed by United States mail, postage prepaid, to the addresses specified herein (unless and until either party notifies the other, in writing, of a change in its address). Additionally, notices shall be considered as delivered, if received, when sent via facsimile or through other electronic means.
- 11) Each party shall notify the other in writing of the name, address, telephone number, facsimile number and e-mail address of the person or persons who shall have authority to act for such party in connection with this Agreement, and operating notices shall thereafter be served upon such person or persons.
- 12) This Agreement constitutes the entire agreement between the parties and no waiver, representation or agreement, oral or otherwise, shall affect the subject matter hereof unless and until such waiver, representation or agreement is reduced to writing or, if MRT permits or requires, otherwise memorialized via electronic means, and executed by authorized representatives of the parties. No waiver by either Customer or MRT of any one or more defaults by the other in performance of any of the provisions of the Agreement shall operate or be construed as a waiver of any other existing or future default or defaults, whether of a like or of a different character.
- 13) For firm service, Exhibit A attached hereto is incorporated into this Agreement in its entirety.
- 14) This Agreement amends and restates the Amended and Restated Service Agreement originally effective May 1, 2002, as subsequently amended, restated and/or superseded prior to or as of the effective date hereof, between the parties hereto.
- 15) Pursuant to Section 15.3, GT&C of MRT's Tariff, the parties agree that Customer shall have a Right of First Refusal ("ROFR"). If Customer chooses to exercise its ROFR, it shall do so by following the procedures applicable to the exercise of a ROFR provided for in MRT's Tariff.
- 16) Upon providing satisfactory proof of natural gas load reduction directly related to a physical production process change (e.g., electric arc furnace replacing gas fired blast furnace), Customer shall have the right to reduce MDQ by such proven load reduction amount. Any such reduction shall first occur under Customer's FTS Agreement #6112. To the extent the proven reduction amount is not satisfied by the MDQ reduction under FTS Agreement #6112, an MDQ reduction may occur under this Agreement; provided, however that in no event shall Customer's total MDQ under this Agreement #3227 and FTS Agreement #6112 be reduced to an amount lower than 37,766 Dth/D pursuant to this section and Section 17 of FTS Agreement #6112. Any MDQ reduction under this section shall be allocated as follows: Market Zone only capacity of up to 10,832 Dth/D shall be reduced first with the remaining amount of the proven reduction amount 5,168 Dth/D allocated to Field to Market Zone capacity. In order to exercise its reduction rights under this section, Customer shall provide notice of its intent to reduce its MDQ, including full particulars and proof satisfactory to MRT of load reduction, in accordance with and effective as of the following dates: December 31, 2021 to be effective June 1, 2022; and December 31, 2022 to be effective June 1, 2023.

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

Primary Path

From: #808527 Waskom – EGT

#805495 Granite City Steel

Line Capacities and Line Priorities applicable to services provided under this Agreement shall be determined pursuant to the provisions of MRT's Tariff (currently set forth at GT&C Section 8.2(b)), as subsequently amended and in effect from time to time.

Line Capacity

West 4,087 Dth/D

On any given day, the customer is entitled to the greater of 4,087 Dth or 4.0% of available West Line capacity.

Rate Zone Capacities

Field 42,934 Dth/D

Market 46,728 Dth/D

<u>Primary Receipt Point(s)</u>	<u>Maximum Quantity (Dth/D)*</u>	<u>Primary Delivery Point(s)</u>	<u>Maximum Quantity (Dth/D)*</u>
Glendale – EGT Fld Rcpt #805547	29,860	Granite City Steel #805495	46,728
Glendale – EGT Mkt Rcpt #808654	2,865		
Eastrans DCP Carth MRT #808641	997		
Waskom – EGT #808527	1,129		
Perryville Disp – EGT #12993	8,987		
Noark to MRT_Lawrence #805548	929		
Duke @ Leatherman Creek #90570	1,961		
Storage #805607	42,000 29,860	May 1, 2021 – April 30, 2022 May 1, 2022 and thereafter	

* On any day MRT shall not be obligated to receive or deliver a cumulative quantity in excess of the MDQ set forth in this Agreement.

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

By: Michael C. Stoll
By: Michael C. Stoll (Apr 30, 2021 12:34 CDT)

Name: Michael C. Stoll

Title: Sr. Director, Commercial T&S

Date: April 30, 2021

UNITED STATES STEEL CORPORATION

By: Ralph R. Riberich, Jr.

Name: Ralph R. Riberich, Jr.

Title: Director - Energy & Metals, Procurement

Date: April 29, 2021

EFFECTIVE MAY 1, 2021, SUPERSEDES EXHIBIT A EFFECTIVE JANUARY 1, 2019

APPENDIX B

GENERAL TERMS AND CONDITIONS
(Continued)

37. NON-CONFORMING AGREEMENTS

MRT has filed with the Commission, and hereby references, the following agreements in compliance with Section 154.112(b) of the Regulations:

1. Transportation Service Agreements with WRB Refining, LP (TSA #'s 6060 and 6061 effective January 1, 2018).
2. Transportation Service Agreement with United States Steel Corporation (TSA No. 3227 effective May 1, 2021).
3. Transportation Service Agreement with United States Steel Corporation (TSA No. 6112 effective August 1, 2019).

APPENDIX A-1

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Second Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 3.3, Version ~~0~~1.0.0

Effective ~~January 1, 2019~~ May 1, 2021

United States Steel Corporation TSA No. 3227 (RS FTS)

Option Code "A"

~~SUPERSEDING~~
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 TRANSPORTATION SERVICE AGREEMENT
 FOR RATE SCHEDULE FTS

This TRANSPORTATION SERVICE AGREEMENT, hereinafter referred to as "Agreement," is made and entered into by and between Enable Mississippi River Transmission, LLC, a Delaware limited liability company, hereinafter called "MRT," and United States Steel Corporation, a Delaware corporation, hereinafter called "Customer."

In consideration of the mutual covenants herein contained, the parties hereto agree that MRT shall transport for Customer, on a firm basis, and Customer shall furnish, or cause to be furnished, to MRT natural gas for such transportation during the term hereof, at the rates and on the terms and conditions hereinafter provided.

1) TERM

Effective Date: _____ Originally May 1, 2002, as amended and restated ~~January~~ May 1, ~~2019, 2021~~
~~subject to FERC approval~~

Primary Term End Date: _____ The end of ~~Day~~ the day on July 31, 2022

Evergreen/Term Extension? Yes

This Agreement shall become effective as of ~~January~~ May 1, ~~2019~~ 2021 and shall continue for a primary term ending July 31, 2022; provided, however, that this Agreement shall continue to be in effect from year to year thereafter unless and until terminated by either MRT or Customer by written notice, or electronically via the Internet, as permitted or required by MRT, to the other delivered at least twelve (12) months prior to the contract term end date.

2) QUANTITIES

Maximum Daily Quantity (MDQ): ~~53,766 Dth/D January 1, 2019 July 31, 2019 ("Period 1")~~
~~46,728 Dth/D August 1, 2019 July 31, 2022 ("Period 2")~~ 46,728
Dth/D

Rate Zone Capacities: See Exhibit A

3) RECEIPT AND DELIVERY POINTS

~~See Exhibit A~~

4) RATE

Service hereunder shall be provided pursuant to Rate Schedule FTS. Customer shall pay, or cause to be paid, to MRT each month for all services provided hereunder the maximum applicable rate and any other charges specified in MRT's FERC Gas Tariff, as on file and in effect from time to time ("Tariff"), for services rendered hereunder, unless otherwise agreed (either in writing or electronically via the Internet as required by MRT) by MRT and Customer in an Exhibit B, or other format provided for in MRT's Tariff, in effect during the term of this Agreement, or in a capacity release award.

5) ADDRESSES

United States Steel Corporation	United States Steel Corporation
1951 State Street	600 Grant Street, Suite 2014
Granite City, IL 62040	Pittsburg <u>Pittsburgh</u> , PA 15219
Attn: Matthew Blystone	Attn: Kylie Zeis <u>Maddy King</u>
Email: MDBlystone@uss.com	Email: KAZeis <u>mking@uss.com</u>

MRT's wire transfer information and addresses for notices and payments shall be located on MRT's Internet web site.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date shown below.

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

UNITED STATES STEEL CORPORATION

~~SUPERSEDING~~

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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

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

~~SUPERSEDING~~
 AMENDED AND RESTATED
 TRANSPORTATION SERVICE AGREEMENT
 FOR RATE SCHEDULE FTS

GENERAL TERMS AND CONDITIONS

- 1) Upon termination hereof for whatever reason, Customer agrees to stop delivering gas to MRT for transportation hereunder. In addition, upon termination of this Agreement, Customer agrees that it will thereafter make no further demand for service hereunder and MRT agrees that it will make no further demand for the continuation of services or any payment related thereto, other than payments which are due with respect to any services previously provided. Customer agrees to cooperate with and assist MRT in obtaining whatever regulatory approvals and authorizations, if any, are necessary or appropriate in view of such termination and abandonment of service hereunder.
- 2) Termination of this Agreement shall not relieve either party of any obligation that might otherwise exist to correct any volume imbalance hereunder nor relieve Customer of its obligation to pay any monies due hereunder to MRT.
- 3) In accordance with the terms and conditions of Section 17 of the General Terms and Conditions ("GT&C") of MRT's Tariff, if Customer fails to pay within thirty (30) days after payment is due all of the amount of any bill for service rendered by MRT hereunder, MRT, upon ten (10) days' prior written notice to Customer, may suspend further receipt and/or delivery of gas until such past due amount is paid, or satisfactory credit arrangements have been made in accordance with Section 5 of the GT&C. If Customer fails to pay or make satisfactory credit arrangements within such ten (10) day notice period, MRT, in addition to any other remedy it may have hereunder, may, upon thirty (30) days' written notice to Customer, terminate this Agreement and cease further receipt and/or delivery of gas on behalf of Customer.
- 4) Service hereunder shall be provided pursuant to Rate Schedule FTS of MRT's Tariff. Customer will provide Fuel Use and LUFG.
- 5) This Agreement shall be subject to the provisions of the applicable rate schedule as well as the GT&C, and such provisions are incorporated herein by this reference. Any curtailment of transportation service hereunder shall be in accordance with the priorities set out in MRT's GT&C. To the extent not inconsistent with effective law, MRT shall have the right to determine the priority and/or scheduling of the transportation service under this Agreement and to revise the priority and/or scheduling of this transportation service from time to time.
- 6) MRT 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, as set forth in the applicable rate schedule and in the GT&C, in accordance with the Natural Gas Act or other applicable law. In the event that MRT places on file with the Commission another rate schedule which may be applicable to service rendered hereunder, then MRT, at its option, may, from and after the effective date of such rate schedule, utilize such rate schedule in the performance of this Agreement. Such rate schedule or superseding rate schedule(s) and any revisions thereof which shall be filed and become effective shall apply to and be a part of this Agreement. MRT shall have the right to propose, file and make effective with the Commission, or other body having jurisdiction, changes and revisions of any effective rate schedule(s) and/or GT&C, or to propose, file, and make effective superseding rate schedules and/or GT&C, for the purpose of changing the rates, charges, and other provisions thereof effective as to Customer.
- 7) Customer may deliver or cause to be delivered to MRT a maximum receipt point quantity at the Receipt Points described herein, and MRT shall redeliver thermally equivalent quantities at the Delivery Points described herein. Customer also may deliver or cause to be delivered to MRT additional quantities at the Receipt Points for applicable Fuel Use and LUFG retentions. A maximum delivery point quantity is also specified for each MRT delivery point. For firm service, except as provided in Section 5.4(c)(ii) of the General Terms and Conditions of MRT's Tariff, the sum of all individual maximum receipt point quantities shall not exceed the maximum receipt point quantities in the aggregate. For firm service, except as provided in Section 5.4(c)(ii) of the General Terms and Conditions of MRT's Tariff, the sum of all individual maximum delivery point quantities shall not exceed the maximum daily quantity set forth in this Agreement.
- 8) For firm service, Secondary Receipt and Secondary Delivery Points are available to Customer pursuant to the GT&C of MRT's Tariff. Customer agrees to pay any additional charges applicable to its utilization of a Secondary Receipt Point.
- 9) Except as provided in this paragraph, this Agreement shall not be assigned by Customer in whole or in part without MRT's prior written or electronic consent, which consent shall not be unreasonably withheld. Customers under Rate Schedules FTS and SCT may release their capacity consistent with the terms and conditions of the applicable rate schedule and the GT&C of MRT's tariff. Additionally, Customer may request that MRT consent to Customer's assignment of this Agreement, in whole, to an entity affiliated with Customer. For firm contracts, MRT will only consent to assignment of the contract to

~~SUPERSEDING~~
 AMENDED AND RESTATED
 TRANSPORTATION SERVICE AGREEMENT
 FOR RATE SCHEDULE FTS

EXHIBIT A

a Customer's affiliate, subject to the assignee's satisfaction of the criteria in Section 5.4(k), GT&C, in the situation in which, after Customer obtains the contract, a corporate reorganization results in a transfer to an affiliate of the function for which the capacity was obtained. Any entity that succeeds by purchase, merger, consolidation or otherwise to the properties of Customer, substantially as an entirety, shall be entitled to the rights and shall be subject to the obligations of its predecessors in title under this Agreement. In addition to all other rights and remedies, MRT may terminate the Agreement immediately if it is assigned by Customer without MRT's consent, 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.

- 10) Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as delivered when hand-delivered or when received by the other party if mailed by United States mail, postage prepaid, to the addresses specified herein (unless and until either party notifies the other, in writing, of a change in its address). Additionally, notices shall be considered as delivered, if received, when sent via facsimile or through other electronic means.
- 11) Each party shall notify the other in writing of the name, address, telephone number, facsimile number and e-mail address of the person or persons who shall have authority to act for such party in connection with this Agreement, and operating notices shall thereafter be served upon such person or persons.
- 12) This Agreement constitutes the entire agreement between the parties and no waiver, representation or agreement, oral or otherwise, shall affect the subject matter hereof unless and until such waiver, representation or agreement is reduced to writing or, if MRT permits or requires, otherwise memorialized via electronic means, and executed by authorized representatives of the parties. No waiver by either Customer or MRT of any one or more defaults by the other in performance of any of the provisions of the Agreement shall operate or be construed as a waiver of any other existing or future default or defaults, whether of a like or of a different character.
- 13) For firm service, ~~Exhibits~~ Exhibit A and B attached hereto ~~are~~ is incorporated into this Agreement in ~~their~~ its entirety.
- 14) ~~Effective January 1, 2019, this~~ This Agreement ~~supersedes~~ amends and ~~cancels~~ restates the Amended and Restated Service Agreement originally effective May 1, 2002, as in effect pursuant ~~subsequently amended, restated and/or superseded prior to an amendment dated August 1, 2019 or as of the effective date hereof,~~ between the parties hereto.
- 15) ~~Pursuant to Section 15.8, GT&C of MRT's Tariff, the parties have agreed to an extension of the term with respect to part of the capacity previously committed under this Agreement.~~
- 16) Pursuant to Section 15.3, GT&C of MRT's Tariff, the parties agree that Customer shall have a Right of First Refusal ("ROFR"). If Customer chooses to exercise its ROFR, it shall do so by following the procedures applicable to the exercise of a ROFR provided for in MRT's Tariff.
- 17) Upon providing satisfactory proof of natural gas load reduction directly related to a physical production process change (e.g., electric arc furnace replacing gas fired blast furnace), Customer shall have the right to reduce MDQ by such proven load reduction amount. Any such reduction shall first occur under Customer's FTS Agreement #6112. To the extent the proven reduction amount is not satisfied by the MDQ reduction under FTS Agreement #6112, an MDQ reduction may occur under this Agreement; provided, however that in no event shall Customer's total MDQ under this Agreement #3227 and FTS Agreement #6112 be reduced to an amount lower than 37,766 Dth/D pursuant to this section and Section 17 of FTS Agreement #6112. Any MDQ reduction under this section shall be allocated as follows: Market Zone only capacity of up to 10,832 Dth/D shall be reduced first with the remaining amount of the proven reduction amount 5,168 Dth/D allocated to Field to Market Zone capacity. In order to exercise its reduction rights under this section, Customer shall provide notice of its intent to reduce its MDQ, including full particulars and proof satisfactory to MRT of load reduction, in accordance with and effective as of the following dates: ~~-December 31, 2020 to be effective June 1, 2021; December 31, 2021 to be effective June 1, 2022; and~~ December 31, 2022 to be effective June 1, 2023.

~~SUPERSEDING~~
 AMENDED AND RESTATED
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 FOR RATE SCHEDULE FTS

EXHIBIT A

Primary ~~Paths~~PathFrom: ~~#12817 Trunkline Gas Receipt Period 1~~ #80527 Waskom - EGT
 Steel ~~Period 1~~

To: #805495 Granite City

~~#808527 Waskom - EGT Period 1 & 2~~ ~~#805495 Granite City Steel Period 2~~

Line Capacities and Line Priorities applicable to services provided under this Agreement shall be determined pursuant to the provisions of MRT's Tariff (currently set forth at GT&C Section 8.2(b)), as subsequently amended and in effect from time to time.

Line Capacity

West 4,087 Dth/D

On any given day, the customer is entitled to the greater of 4,087 Dth or 4.0% of available West Line capacity.

Rate Zone Capacities

Field 42,934 Dth/D

Market ~~53,766~~ 46,728 Dth/D ~~Period 1~~~~46,728 Dth/D Period 2~~

<u>Primary Receipt Point(s)</u>	<u>Maximum Quantity (Dth/D)*</u>	<u>Primary Delivery Point(s)</u>	<u>Maximum Quantity (Dth/D)*</u>
Glendale - EGT Fld Rcpt #805547	29,860	Granite City Steel #805495	53,766 Period 1 <u>46,728</u> 46,728 Period 2
Glendale - EGT Mkt Rcpt #808654	2,865		
Eastrans DCP Carth MRT #808641	997		
Waskom - EGT #808527	1,129		
Perryville Disp - EGT #12993	8,987		
Noark to MRT_Lawrence #805548	929		
Duke @ Leatherman Creek #90570	1,961		

~~NGPL @ Shattuc/Clinton~~ ~~1,974 Period 1 only~~
~~#805588~~~~Trunkline Gas Receipt~~ ~~5,064 Period 1 only~~
~~#12817~~Storage ~~29,860~~ 42,000 May 1, 2021 - April 30, 2022
 #805607 29,860 May 1, 2022 and thereafter

* On any day MRT shall not be obligated to receive or deliver a cumulative quantity in excess of the MDQ set forth in this Agreement.

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

UNITED STATES STEEL CORPORATION

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

 By: _____
 Name: _____
 Title: _____
 Date: _____
EFFECTIVE ~~JANUARY~~ MAY 1, 2019 2021, SUPERSEDES EXHIBIT A EFFECTIVE ~~AUGUST~~ JANUARY 1, 2019

SUPERSEDING
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EXHIBIT B

Customer agrees to pay the rates specified on this Exhibit B for performance of certain gas transportation service under the Agreement(s) specified above. These rates are applicable only in accordance with the following:

RATES AND APPLICABILITY:

- (a) ~~General: In consideration for Customer's continuing compliance with the provisions of the "Agreement(s)" specified above, the transportation rates and charges as defined below 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 herein 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, Customer shall provide or pay and MRT shall retain or charge Fuel Use and LUFG allowances or charges in such quantities or amounts as authorized from time to time by MRT's Tariff and except as specifically provided otherwise herein, shall pay any applicable charges, penalties, surcharges, fees, taxes, settlements and/or direct billed amounts provided for in MRT's Tariff. In any event, the rate in any month shall never be below MRT's applicable minimum Tariff rate for a discount rate transaction. For a Negotiated Rate transaction, the rate in any month shall never be below MRT's applicable minimum tariff rate, unless MRT otherwise agrees. MRT 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 Customer, unless MRT agrees otherwise.~~
- (b) ~~Inability to Collect Negotiated Rates: If this Exhibit B covers a Negotiated Rate transaction, and MRT 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, Customer shall pay the maximum tariff rate for the services. In such event, MRT shall notify Customer 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, Customer 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 later than the end of the month following the month in which such termination notice is received.~~
- (c) ~~Points: The Receipt Point(s) and the Delivery Point(s) eligible for the rates specified herein shall be the Primary Receipt Points and the Primary Delivery Points specified on Exhibit A as of the Begin Date of this Exhibit B.~~
- (d) ~~Description of Rate: Negotiated Rate X Discounted Rate _____ (Check one)~~

~~MRT and Customer agree, pursuant to the terms of this Exhibit B, that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified up to the applicable Maximum Quantities shall be achieved by adjusting, if required, MRT's then effective applicable maximum Tariff rates to a level which yields the following base daily Reservation Charge and Usage Charges:~~

~~Effective Date: January 1, 2019 July 31, 2019~~

~~Market Zone~~

~~Base daily Reservation Charge: \$0.1376 per Dth~~

~~Usage Charge: \$0.0085 per Dth~~

~~Field Zone~~

~~Base daily Reservation Charge: \$0.0531 per Dth~~

~~Usage Charge: \$0.0030 per Dth~~

~~Effective Date: August 1, 2019 End Date specified below~~

~~Market Zone~~

~~Base daily Reservation Charge: \$0.2119 per Dth~~

~~Usage Charge: \$0.0098 per Dth~~

~~SUPERSEDING
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~~EXHIBIT B
(continued)~~

~~Field Zone
Base daily Reservation Charge \$0.0698 per Dth
Usage Charge: \$0.0031 per Dth~~

~~However, if the Commission approves a maximum daily Reservation Charge for FTS service that is below \$0.2119 per Dth for the Market Zone or \$0.0698 per Dth for the Field Zone in FERC Docket No. RP20-131, then effective the first day of the month following the effective date of such Commission ruling through no later than July 31, 2024, Customer shall pay the Commission approved maximum lawful Reservation Charge for FTS Market Zone service and/or Field Zone service, as applicable.~~

~~Customer shall pay a Monthly Reservation Charge each month during the term specified in (e) below based on the Dth of MDQ specified in the Agreement, regardless of the quantity of gas transported during the applicable month. Customer shall pay any applicable Tariff charges, fees, penalties, surcharges and assessments.~~

~~To the extent MRT makes any modifications in the rates and charges, fees or surcharges, and other terms and conditions of service hereunder, as set forth in the applicable rate schedule and in the GT&C (other than (i) a surcharge related to a modernization cost recovery program if such program is approved by the Commission; (ii) changes to existing FERC-mandated surcharges, such as the ACA surcharge; (iii) any new FERC-mandated surcharges or fees; and (iv) Fuel Use and LUGF and electric power cost surcharges) that has the effect of decreasing the economic benefit to Customer of the agreed-upon negotiated rates, the parties shall modify the negotiated rates to place Customer in the same economic position as if such modifications had not taken place.~~

~~(e) Term of Rate: Begin Date(s): January 1, 2019
End Date(s): The later of the Primary Term End Date or the end date of any evergreen period
provided for in Section 1 of this Agreement~~

~~(f) Authorized Overrun: Unless MRT agrees otherwise, the rate for any authorized overrun quantities shall be the maximum Tariff rate.~~

~~(g) Rate Related Provisions:~~

~~(i) Consideration for Rate Granted: MRT agrees to the rates specified in this Exhibit B in exchange for Customer's agreement to forego credits or other benefits to which Customer would otherwise be entitled under the Agreement, but only to the extent such credits or benefits would result in a greater economic benefit over the term of this Exhibit B than that represented by the agreed-upon rate. Accordingly, unless MRT otherwise agrees, Customer will not receive credits (with the exception of (1) penalty revenue credits provided pursuant to Section 34 of the GT&C of MRT's Tariff, and (2) capacity release credits) from rates, refunds or other revenues collected by MRT or Customer if to do so would effectively result in a lower rate or greater economic benefit to Customer; provided, however, that (I) for a Customer taking service under a discount or recourse rate agreement, the rate in any month shall never be above MRT's applicable maximum tariff rate, and (II) MRT and a Customer taking service under a Negotiated Rate agreement can agree pursuant to Section 14 of the GT&C of MRT's Tariff that MRT will retain some or all of the capacity release credits to the extent those credits exceed the amount of the Customer's invoiced demand component. If the parties' agreement to the foregoing is determined invalid or if Customer seeks to obtain credits or benefits inconsistent therewith, unless MRT otherwise agrees, MRT will have the right to immediately terminate or modify any provisions of this Exhibit B that would allow Customer to pay amounts less than the maximum applicable tariff rate.~~

~~(ii) Regulatory Authority: This Exhibit B is subject to Section 30 of the GT&C of MRT's Tariff. MRT and Customer hereby acknowledge that this Exhibit B is subject to all valid and applicable federal and local laws and to the orders, rules and regulations of any constituted federal or local regulatory body or governmental authority having jurisdiction. Any provision of this Exhibit B 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. Except as otherwise provided in subsection (b) above, unless the parties agree otherwise, if MRT reasonably determines that a federal or local law, or order, rule or regulation of any governmental authority having or asserting jurisdiction (1) requires performance by MRT~~

AMENDED AND RESTATED
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FOR RATE SCHEDULE FTS

EXHIBIT A

~~_____ that is inconsistent with the terms of this Exhibit B, or (2) conditions or prohibits the granting of selective discounts or other rates specified in paragraph (d) of this Exhibit B, then MRT and Customer shall promptly take all reasonable actions in good faith to enter into alternative arrangements that will secure to the maximum extent practicable for each party all of the lawful benefits of the transaction set out in this Agreement; provided however, that MRT shall not be required to enter into or continue arrangements that would result in a greater economic detriment to MRT than existed prior to the regulatory event or change.~~

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

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC _____ UNITED STATES STEEL CORPORATION

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

EFFECTIVE JANUARY 1, 2019

APPENDIX B-1

GENERAL TERMS AND CONDITIONS
(Continued)

37. NON-CONFORMING AGREEMENTS

MRT has filed with the Commission, and hereby references, the following agreements in compliance with Section 154.112(b) of the Regulations:

1. Transportation Service Agreements with WRB Refining, LP (TSA #'s 6060 and 6061 effective January 1, 2018).
2. Transportation Service Agreement with United States Steel Corporation (TSA No. 3227 effective ~~January 1, 2019~~ May 1, 2021).
3. Transportation Service Agreement with United States Steel Corporation (TSA No. 6112 effective August 1, 2019).