



July 19, 2022

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

Re: Enable Mississippi River Transmission, LLC
Docket No. RP22-
Baseline Third Revised Volume Filed Agreements

Dear Ms. Bose:

Enable Mississippi River Transmission, LLC (MRT) hereby submits for filing its baseline FERC NGA Gas Tariff, Third Revised Volume Filed Agreements, as set forth in Appendix A. This revised tariff volume reflects the conversion resulting from the cancellation of MRT's previous Tariff Database, which included both its Sixth Revised Volume No. 1 and Second Revised Volume Negotiated Rates and Non-Conforming Agreements. The cancellation, requested in a concurrent filing, was the result of converting MRT's Sixth Revised Volume No. 1 from a sheet-based tariff to a new section-based tariff. The tariff records listed on Appendix A are proposed to become effective August 19, 2022.

STATEMENT OF NATURE, REASONS, AND BASIS

The purpose of this filing is to restate MRT's FERC NGA Gas Tariff, Second Revised Volume Negotiated Rates and Non-Conforming Agreements into its own new tariff database along with administrative changes associated with the conversion. MRT proposes to consolidate the name of its Third Revised Volume to "Filed Agreements" rather than the previously used "Negotiated Rates and Non-Conforming Agreements", remove inapplicable portions of the tariff and make other administrative updates as more fully described below. This filing makes no changes to the previously filed contracts.

MRT is updating its contact information and tariff identification on the title record as well as updating the tariff title and version number on the header pages associated with each of the whole documents. As MRT does not convert unnecessary portions of the Second Revised Volume, sections that were previously marked as reserved have been removed from the Table of Contents and are not included in the Third Revised Volume Filed Agreements.

Since MRT's FERC NGA Gas Tariff, Third Revised Volume Filed Agreements presented herein supersedes MRT's Second Revised Volume Negotiated Rates and Non-Conforming Agreements in its entirety, MRT is contemporaneously filing to cancel Second Revised Volume Negotiated Rates and Non-Conforming Agreements requesting an effective date of August 19, 2022, the same effective date as requested in the instant filing.

To facilitate review, MRT is providing, in Appendix B, all of the tariff records in MRT's Second Revised Volume Negotiated Rates and Non-Conforming Agreements tariff marked to reflect the revisions described herein.

IMPLEMENTATION AND WAIVER REQUEST

Pursuant to Section 154.7(a)(9) of the Commission's Regulations, MRT requests that the proposed tariff records be accepted effective August 19, 2022. MRT respectfully requests that the Commission grant any waivers that may be necessary to permit the proposed tariff records to go into effect on August 19, 2022, as requested.

CONTENTS OF THE FILING

This filing is made in electronic format in compliance with Section 154.4 of the Commission's Regulations. Four proposed tariff records in RTF format and fifty-six proposed tariff records in whole document format with metadata attached are being submitted as part of an XML filing package containing the following:

- . A transmittal letter with Appendix A in PDF format
- . A clean copy of the proposed tariff records
- . A marked version of the proposed tariff changes in Appendix B
- . A copy of the complete filing in PDF format for publishing in eLibrary

COMMUNICATIONS, PLEADINGS AND ORDERS

MRT requests that all Commission orders and correspondence as well as pleadings and correspondence from other parties concerning this filing be served on each of the following:

Michael T. Langston¹
Vice President
Chief Regulatory Officer
Enable Mississippi River Transmission, LLC
1300 Main Street
Houston, TX 77002
(713) 989-7610
(713) 989-1205 (Fax)
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Enable Mississippi River Transmission, LLC
1300 Main Street
Houston, TX 77002
(713) 989-7670
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larry.biediger@energytransfer.com

¹ Designated to receive service pursuant to Rule 2010 of the Commission's Rules of Practice and Procedure. MRT respectfully requests that the Commission waive Rule 203(b)(3), 18 C.F.R. § 385.203(b)(3), in order to allow MRT to include additional representatives on the official service list.

² Designated as responsible Company official under Section 154.7(a)(2) of the Commission's Regulations.

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

Pursuant to Section 385.2005(a) of the Commission's Regulations, the undersigned has read this filing and knows its contents, and the contents are true as stated, to the best of his knowledge and belief, and possesses full power and authority to sign such filing.

Respectfully submitted,

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

/s/ Lawrence J. Biediger

Lawrence J. Biediger
Sr. Director, Rates and Regulatory Affairs

Enable Mississippi River Transmission, LLC
FERC NGA Gas Tariff
Third Revised Volume Filed Agreements

Tariff Records Proposed to be Effective August 19, 2022

Version	Description	Title
1.0.1	Tariff	Third Revised Volume Filed Agreements
30.0.1	Section 1.0	Table of Contents
0.0.1	Section 2.0	Negotiated Rate Agreements
3.0.1	Section 2.1	WRB Refining, LP TSA No. 3808 (RS ITS)
2.0.1	Section 2.2	WRB Refining, LP TSA No. 6060 (RS FTS)
1.0.1	Section 2.3	WRB Refining, LP TSA No. 6061 (RS ITS)
0.0.1	Section 2.8	United States Steel Corporation TSA No. 3086 (RS FSS)
0.0.1	Section 2.9	United States Steel Corporation TSA No. 3227 (RS FTS)
0.0.1	Section 2.10	United States Steel Corporation TSA No. 3228 (RS FTS)
0.0.1	Section 2.11	United States Steel Corporation TSA No. 6112 (RS FTS)
2.0.1	Section 2.12	Summit Utilities Arkansas, Inc. TSA No. 448 (RS FTS)
1.0.1	Section 2.13	Summit Utilities Arkansas, Inc. TSA No. 500 (RS FSS)
0.0.1	Section 2.14	Union Electric Co., dba Ameren MO TSA No. 3668 (RS FTS)
0.0.1	Section 2.16	CenterPoint Energy Services, Inc. TSA No. 4634 (RS FSS)
0.0.1	Section 2.18	CenterPoint Energy Services, Inc. TSA No. 1179 (RS FTS)
0.0.1	Section 2.20	CenterPoint Energy Services, Inc. TSA No. 4098 (RS FTS)
1.0.1	Section 2.26	Symmetry Energy Solutions, LLC. TSA No. 6129 (RS FTS)
0.0.1	Section 2.29	Mississippi Lime Company TSA No. 181 (RS FTS)
0.0.1	Section 2.30	Mississippi Lime Company TSA No. 494 (RS FSS)
0.0.1	Section 2.31	Mississippi Lime Company TSA No. 1038 (RS FTS)
0.0.1	Section 2.32	Mississippi Lime Company TSA No. 6114 (RS FTS)
0.0.1	Section 2.33	City of Chester, Illinois TSA No. 297 (RS FTS)
1.0.1	Section 2.34	City of Chester, Illinois TSA No. 452 (RS SCT)
0.0.1	Section 2.35	City of Chester, Illinois TSA No. 507 (RS FSS)
0.0.1	Section 2.36	City of Chester, Illinois TSA No. 1018 (RS FTS)
0.0.1	Section 2.37	City of Potosi TSA No. 296 (RS FTS)
1.0.1	Section 2.38	City of Potosi TSA No. 459 (RS SCT)
0.0.1	Section 2.39	City of Potosi TSA No. 513 (RS FSS)
0.0.1	Section 2.40	City of Potosi TSA No. 1019 (RS FTS)
0.0.1	Section 2.41	Village of Dupo, Illinois TSA No. 304 (RS FTS)
1.0.1	Section 2.42	Village of Dupo, Illinois TSA No. 457 (RS SCT)
0.0.1	Section 2.43	Village of Dupo, Illinois TSA No. 510 (RS FSS)
0.0.1	Section 2.44	Village of Dupo, Illinois TSA No. 1034 (RS FTS)
0.0.1	Section 2.45	Industrial Steam Products, Inc. TSA No. 2061 (RS FTS)
0.0.1	Section 2.46	Liberty Utilities Corp. TSA No. 4545 (RS FSS)
0.0.1	Section 2.47	Liberty Utilities Corp. TSA No. 4551 (RS FSS)
0.0.1	Section 2.48	Liberty Utilities Corp. TSA No. 5123 (RS FTS)
0.0.1	Section 2.49	Liberty Utilities Corp. TSA No. 5124 (RS FTS)
0.0.1	Section 2.50	Liberty Utilities Corp. TSA No. 5125 (RS FTS)
1.0.1	Section 2.51	Liberty Utilities Corp. TSA No. 5127 (RS SCT)
0.0.1	Section 2.52	Liberty Utilities Corp. TSA No. 5128 (RS FTS)
1.0.1	Section 2.53	Liberty Utilities Corp. TSA No. 5129 (RS SCT)
0.0.1	Section 2.54	City of Bismarck, Missouri TSA No. 298 (RS FTS)
1.0.1	Section 2.55	City of Bismarck, Missouri TSA No. 451 (RS SCT)
0.0.1	Section 2.56	Elementis Specialties, Inc. TSA No. 226 (RS FTS)

Enable Mississippi River Transmission, LLC
FERC NGA Gas Tariff
Third Revised Volume Filed Agreements

Tariff Records Proposed to be Effective August 19, 2022

Version	Description	Title
0.0.1	Section 2.57	Olin Corporation TSA No. 184 (RS FTS)
0.0.1	Section 2.58	Olin Corporation TSA No. 3699 (RS FTS)
0.0.1	Section 2.59	City of Redbud, Illinois TSA No. 351 (RS FTS)
0.0.1	Section 2.60	City of Redbud, Illinois TSA No. 1020 (RS FTS)
1.0.1	Section 2.61	City of Redbud, Illinois TSA No. 460 (RS SCT)
0.0.1	Section 2.62	City of Redbud, Illinois TSA No. 515 (RS FSS)
0.0.1	Section 2.63	City of Waterloo, Illinois TSA No. 305 (RS FTS)
0.0.1	Section 2.64	City of Waterloo, Illinois TSA No. 1042 (RS FTS)
1.0.1	Section 2.65	City of Waterloo, Illinois TSA No. 461 (RS SCT)
0.0.1	Section 2.66	City of Waterloo, Illinois TSA No. 516 (RS FSS)
0.0.1	Section 3.0	Non-Conforming Agreements
0.0.1	Section 3.1	WRB Refining, LP TSA No. 6060 (RS FTS)
0.0.1	Section 3.2	WRB Refining, LP TSA No. 6061 (RS ITS)
3.0.1	Section 3.3	United States Steel Corp. TSA No. 3227 (RS FTS)
0.0.1	Section 3.4	United States Steel Corp. TSA No. 6112 (RS FTS)

FERC NGA GAS TARIFF

Third Revised Volume
Filed Agreements

(Supersedes Second Revised Volume Negotiated Rates and
Non-Conforming Service Agreements)

of

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

Filed with the

FEDERAL ENERGY REGULATORY COMMISSION

Communications Concerning this Tariff Should be Addressed to:

Michael T. Langston
Vice President
Chief Regulatory Officer
Telephone: (713) 989-7610
Facsimile: (713) 989-1205
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Enable Mississippi River Transmission, LLC
P.O. Box 4967
Houston, Texas 77210-4967

1300 Main Street
Houston, Texas 77002

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SECTION 2.0

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC'S

NEGOTIATED RATE AGREEMENTS

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.1, Version 3.0.1

Effective March 1, 2020

WRB Refining, LP. TSA No. 3808 (RS ITS)

Option Code "A"

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE ITS

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 WRB Refining, LP, a Delaware limited partnership, hereinafter called "Customer."

In consideration of the mutual covenants herein contained, the parties hereto agree that MRT shall transport for Customer, on an interruptible 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 April 1, 2006, as amended and restated effective March 1, 2020, subject to FERC approval

Primary Term End Date: The end of the day March 31, 2024

Evergreen/Term Extension? No

2) **QUANTITIES**

Maximum Daily Quantity (MDQ): 75,000 Dth/D

3) **RECEIPT AND DELIVERY POINTS**

<u>Receipt Points</u>	<u>Maximum Receipt Pressure (PSIG)</u>	<u>Maximum Quantity*</u>	<u>Delivery Points</u>	<u>Maximum Delivery Pressure (PSIG)</u>	<u>Maximum Quantity*</u>
All receipt points subject to capacity availability.			WRB Refining LP (#805514)	240	75,000 Dth/d
			Distilling West - MRT (#13596)	180	75,000 Dth/d
			Ameren Illinois Aggrega (#805535)	180	6,000 Dth/d

*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.

4) **RATE**

Service hereunder shall be provided pursuant to Rate Schedule ITS. 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**

For Notices to Customer:
Contract Administration CH 1060
P.O. Box 2197
Houston, TX 77079-2197
Telephone: 281-293-2333
Facsimile: 281-293-5914

For Invoices to Customer:
Mary Brand, Financial Analyst
P.O. Box 76
Roxana, IL 62084-3202
Telephone: 618-255-3202
Facsimile: 618-255-3011

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE ITS
(continued)

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

By: Tina Faraca MCS
Tina Faraca (Feb 24, 2020) ST
Name: Tina V. Faraca ST
Title: Chief Commercial Officer
Date: _____

WRB REFINING, LP BY ITS OPERATOR PHILLIPS 66
COMPANY
By: [Signature]
Name: [Signature]
Title: VP Refining
Date: 2-21-2020

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE ITS

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 ITS 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.
- 8) 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. Additionally, Customer may request that MRT consent to Customer's assignment of this Agreement, in whole, to an entity affiliated with Customer. For interruptible contracts, MRT will consent to such assignment, subject to the assignee's satisfaction of the criteria in Section 5.4(k), GT&C, unless there is a reasonable basis to withhold MRT's consent. 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.

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE ITS

GENERAL TERMS AND CONDITIONS
(continued)

- 9) 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.
- 10) 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.
- 11) 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.
- 12) For interruptible service, Exhibit B attached hereto is incorporated into this Agreement in its entirety.
- 13) This Agreement, effective March 1, 2020, amends and restates the Service Agreement #3808 originally effective April 1, 2006, as subsequently amended, restated and/or superseded prior to or as of the effective date hereof, between the parties hereto.

Contract #3808

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:

(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. 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:

Receipt Points: All

Delivery Points: WRB Refining LP (#805514) and Distilling West - MRT (#13596)

*Ameren Illinois Aggrega (#805535)

* All volumes delivered to this point must be redelivered to the Sulfur Recovery Unit on the WRB Distilling West property.

(d) Description of Rate: Negotiated Rate X Discounted Rate _____ (Check one)

- For recurring periods each April through October starting April 1, 2020 and extending through October 31, 2023 \$0.04/Dth
- For recurring periods each November through March starting March 1, 2020 and extending through March 31, 2024 \$0.18/Dth
- Customer is required to achieve a minimum ITS revenue requirement of \$100,000 for each year of the contract term (April through March) from the base tariff ITS transportation usage charges set forth above for this negotiated rate agreement. Additionally, any amounts paid to MRT for Interruptible Transportation under IT Agreement 6061 shall also apply towards the minimum annual revenue commitment stated herein. Furthermore, any amounts paid to MRT for any additional Rate Schedule FTS Transportation purchased directly from MRT, excluding capacity release, above the currently

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE ITS
(continued)

contracted 40,011 Dth/d for the months November through March and 15,011 Dth/d for the months April through October shall also apply to the applicable minimum revenue requirement.

- (e) Term of Rate: Begin Date(s): March 1, 2020
End Date(s): March 31, 2024
- (f) Authorized Overrun: For Negotiated Rate transactions, unless MRT agrees otherwise, the rate for any authorized overrun quantities shall be the greater of the maximum tariff rate or the applicable rate described in this Exhibit B.
- (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 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

By: Tina Faraca MCS
Name: Tina V. Faraca ST
Title: Chief Commercial Officer
Date: _____

WRB REFINING, LP

BY ITS OPERATOR PHILLIPS 66 COMPANY

By: [Signature]
Name: [Signature]
Title: [Signature]
Date: 2-21-2020

EFFECTIVE MARCH 1, 2020, SUPERSEDES EXHIBIT B EFFECTIVE AUGUST 1, 2016

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.2, Version 2.0.1

Effective January 1, 2018

WRB Refining, LP. TSA No. 6060 (RS FTS)

Option Code "A"

TRANSPORTATION SERVICE AGREEMENT

Contract #100042

This TRANSPORTATION SERVICE AGREEMENT, hereinafter referred to as "Agreement," is made and entered into on this 1st day of November, 2016, by and between Enable Illinois Intrastate Transmission, LLC, a Delaware limited liability company, hereinafter called "Transporter," and WRB Refining, LP a Delaware corporation, hereinafter called "Shipper."

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

1) TERM

Effective Date: November 1, 2016

Primary Term End Date: March 31, 2024

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): November through March :	25,000	Dth/d
Maximum Daily Quantity (MDQ): April through October:	0	Dth/d

3) RECEIPT AND DELIVERY POINTS

Receipt Point	Maximum Quantity*	Delivery Point(s)	Maximum Quantity*	Maximum Delivery Pressure
NGPL- Madison County (IL)	25,000 Dth/d during months of November through March only.	Wood River Refinery	25,000 Dth/d	240 psi
NGPL- Madison County (IL)	25,000 Dth/d during months of November through March Only.	Distilling West Refinery (Secondary)	25,000 Dth/d	180 psi

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

4) RATE

Service hereunder shall be provided pursuant to the Rate Schedule FTS of Transporter's Tariff. 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 specified in Transporter's Tariff, as on file and in effect from time to time, for services rendered hereunder, unless otherwise agreed in writing by Transporter and Shipper.

5) ADDRESSES

For Notices to Shipper:
Name: Contract Administration
Address: WRB Refining, LP
P.O. Box 2197
Houston, TX 77079-2197

Telephone: 281-293-2333
Facsimile: 281-293-5914

For Notices to Transporter:
14805 North Outer 40 Road, Suite 230
Chesterfield, MO 63017-6060
Facsimile: 314- 991-7600

Transporter Nominations (other
than electronic):
Transportation Services
Facsimile: 346-701-2905
E-mail:
VC_SchedulingInterstate@enablemidstream.com

For Bills to Shipper:
Name: Mary Brand, Financial Analyst
Address: WRB Refining, LP
P.O. Box 76
Roxana, IL 62084-0068

Telephone: 618-255-3202
Facsimile: 618-255-3011

For Payments to Transporter:
Attn: Accounting
14805 North Outer 40 Road
Suite 230
Chesterfield, MO 63028-6060

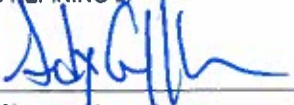
For Wire Transfer:
Chase Bank of Texas
Enable Illinois Intrastate Transmission, LLC
ABA 113000609
Account #0010-322-7816
Ref: Gas Transportation

Transporter Pipeline Operations:
Systems Control Department
1111 Louisiana St., Suite 1229
Houston, TX 77002
Telephone: 713- 207-9020

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written.

WRB REFINING LP

ENABLE ILLINOIS INTRASTATE TRANSMISSION, LLC

msk By: 

Name: Andy Giffhorn
Title: GM, Midstream Commercial & BD
Address: Phillips 66 Company

By: 

Name: Rodney J. Sailor
Title: President & Chief Executive Officer
Address: 14805 North Outer 40 Road, Suite 230
Chesterfield, MO 63017-6060

GENERAL TERMS AND CONDITIONS

- 1) Upon termination hereof for whatever reason, Shipper agrees to stop delivering gas to Transporter for transportation hereunder. In addition, upon termination of this Agreement, Shipper agrees that it will thereafter make no further demand for service hereunder and Transporter 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. Shipper agrees to cooperate with and assist Transporter 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 quantity imbalance hereunder nor relieve Shipper of its obligation to pay any monies due hereunder to Transporter.
- 3) In accordance with the terms and conditions of the General Terms and Conditions of Transporter's Tariff, (General Terms and Conditions), if Shipper fails to pay within thirty (30) days after payment is due all of the amount of any bill for service rendered by Transporter hereunder, Transporter, upon ten (10) days' prior written notice to Shipper, 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 the General Terms and Conditions.
- 4) Service hereunder shall be provided pursuant to the Rate Schedule FTS of Transporter's Tariff. Shipper will provide fuel in kind.
- 5) This Agreement shall be subject to the provisions of the applicable rate schedule as well as the General Terms and Conditions set forth in Transporter's Tariff, as on file and in effect from time to time, 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 Transporter's General Terms and Conditions. To the extent not inconsistent with effective law, Transporter 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) 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, as set forth in the General Terms and Conditions, in accordance with the Natural Gas Act or other applicable law.
- 7) Shipper may deliver or cause to be delivered to Transporter a maximum receipt point quantity at the Receipt Points described herein, and Transporter shall redeliver thermally equivalent quantities at the Delivery Points described herein which excludes a quantity of gas for Fuel Use and Loss. A maximum delivery point quantity is also specified for each Transporter delivery point. For firm service, the sum of all individual maximum receipt point quantities shall not exceed the maximum receipt point quantities in the aggregate. For firm service, the sum of all individual maximum delivery point quantities shall not exceed the maximum daily quantity set forth in this Agreement.
- 8) In the event that Transporter places on file with the Illinois Commerce Commission ("Commission") another rate schedule which may be applicable to service rendered hereunder, then Transporter, 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. Transporter 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 General Terms and Conditions, or to propose, file, and make effective superseding rate schedules and/or General Terms and Conditions, for the purpose of changing the rates, charges, and other provisions thereof effective as to Shipper.
- 9) This Agreement shall not be assigned by Shipper in whole or in part without Transporter's prior written consent, which consent shall not be unreasonably withheld. In addition to all other rights and remedies, Transporter may terminate the Agreement immediately if it is assigned by Shipper without Transporter'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 fully delivered when hand-delivered, telecopied, 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).
- 11) Each party shall notify the other in writing of the name, address, telephone number and telecopy number 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 and executed by authorized representatives of the parties. No waiver by either Shipper or Transporter 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.

EXHIBIT A

RATES

For each month that this Agreement is in effect, Shipper shall pay Transporter or cause Transporter to be paid for all services provided hereunder, in accordance with applicable provisions of Transporter's Tariff, provided however, that the rates applicable to all service provided hereunder shall be as follows:

Reservation Charge:	\$2.7375 /Dth of MDQ per Month
Usage Charge:	\$0.005/ Dth
Authorized Overrun Rate:	\$0.080 /Dth
Fuel and Losses:	To be paid by Shipper in kind in amounts equal to each month's actual fuel usage and gas losses, but not less than 0.0%, as measured by Transporter
Surcharges:	None, unless directed otherwise by the Illinois Commerce Commission as non-discountable

CONDITIONAL CREDIT AGAINST RESERVATION CHARGE

In the event that Shipper, for any day during any November through March period when this Agreement is in effect, utilizes interruptible transportation service on the interstate natural gas pipeline system of Enable Mississippi River Transmission, LLC ("MRT") and pays for such service pursuant to the MRT interruptible transportation service agreement (MRT ITS # 3808) effective August 1, 2016, then, for such day, Transporter shall apply a credit against the daily Reservation Charge that otherwise would apply to Shipper hereunder (the daily equivalent calculated as: $\$2.7375 \div 30.41667 = \$0.08999/\text{Dth per Day}$), reducing such daily Reservation Charge by an amount equivalent to the amount paid by Shipper to MRT for such interruptible transportation service, excluding nondiscountable surcharges, for such day; provided, however, that in no event shall Shipper's Reservation Charge hereunder be reduced below zero and such credit shall only apply to the daily Reservation Charges associated with the unused FT capacity contracted hereunder. For each day for which Shipper does not utilize and pay for such MRT interruptible transportation service, Shipper shall be obligated to pay the full Reservation Charge.

REGULATORY APPROVALS REQUIRED

The effectiveness of this Agreement is contingent upon the grant of any and all regulatory and other approvals required under applicable federal, state and local laws to effect the transportation services and other arrangements involving Transporter and Shipper contemplated herein. Shipper shall be obligated to take reasonable steps in consultation with Transporter to support, before applicable regulatory authorities, Transporter's efforts to secure necessary approvals for such services and related arrangements. In the event that any such regulatory authority rejects any part of this or any related agreement, or approves this or any related agreement subject to any condition or modification deemed unacceptable to either Transporter or Shipper, then such party may, by written notice to the regulatory authority and the other party no later than thirty (30) days following issuance of a final order that retains the offending condition or modification, terminate this and related agreements; provided, however, that in such event, the parties hereto 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 benefits of the transaction set out in this and related agreements.



ENable Mississippi River Transmission, LLC 1
4805 North Outer 40 Road, Suite 230
Chesterfield, MO 63017

November 9, 2017

VIA EMAIL

Mr. Andy Giffhorn
GM, Midstream Commercial & BD
WRB Refining, LP
P66 Houston Operations Center, N742-02
1075 W. Sam Houston Parkway, Suite 200
Houston, TX 77043

**Re: Agreement to Assign Contract # 100042, dated as of November 1, 2016
between Enable Illinois Intrastate Transmission, LLC ("IIT") and WRB
Refining, LP ("WRB") (the "WRB Agreement")**

Dear Mr. Giffhorn:

IIT and WRB are parties to the WRB Agreement, under which IIT has agreed to transport natural gas on behalf of WRB pursuant to IIT's Tariff on file with the Illinois Commerce Commission. IIT and its affiliate Enable Mississippi River Transmission, LLC ("MRT") have agreed to a transaction by which MRT will acquire all of the natural gas pipeline facilities currently owned by IIT (the "IIT-MRT Transaction"). Effective on the date the IIT-MRT Transaction closes (the "Closing Date"), IIT will be dissolved.

Subject to the condition precedent set forth below, by this agreement (the "Assignment Agreement"), IIT, MRT, and WRB (the "Parties") agree that the WRB Agreement will be assigned from IIT to MRT with the assignment to be effective on the Closing Date. Starting on the Closing Date, MRT will provide transportation service to WRB pursuant to Rate Schedule FTS of MRT's FERC Gas Tariff (the "MRT Tariff"). To effectuate this assignment, and to ensure that the Parties retain the benefit of the bargain they reached as outlined in the WRB Agreement, the Parties agree that, effective on the Closing Date, the WRB Agreement will be interpreted and implemented as follows:

- (i) references in the WRB Agreement to "IIT" and "Transporter" will become references to "MRT";
- (ii) references in the WRB Agreement to IIT's Illinois Intrastate Tariff will become references to the MRT Tariff;
- (iii) terms in the WRB Agreement that are defined terms in the MRT Tariff will be interpreted consistent with the definitions of those terms set forth in the MRT Tariff, which includes changing references to "Shipper" in the WRB Agreement to "Customer"; and

- (iv) the WRB Agreement's "Fuel and Losses" provisions will be interpreted and implemented as follows: WRB shall pay Fuel and losses in kind in amounts equal to: (i) for service using solely the facilities previously owned by IIT, actual Fuel Use and LUFG calculated by MRT solely for facilities previously owned by IIT, but not less than 0.0%; and (ii) for service that takes place in whole or in part using facilities that were not previously owned by IIT, actual Fuel Use and LUFG calculated by MRT pursuant to GT&C Section 22 of the MRT Tariff.

IIT shall advise WRB when it anticipates that the Closing Date will occur, and will additionally notify WRB of the occurrence of the Closing Date immediately following such date.

Prior to the Closing Date, MRT agrees to file the WRB Agreement and this Assignment Agreement with the Federal Energy Regulatory Commission ("FERC") and request from FERC any approvals necessary to allow the rates, terms, and conditions of the WRB Agreement, as clarified by this Assignment Agreement, to remain in full force and effect on and after the assignment of the WRB Agreement to MRT. WRB's consent to the assignment of the WRB Agreement is subject to the condition precedent that the FERC grants the necessary approvals without modification to Assignment Agreement.

Subject to the foregoing, the Parties agree that, upon the Closing Date, MRT will be substituted, for all purposes, in the place of IIT under the WRB Agreement. Subject to any requirements imposed by FERC, MRT agrees that (i) MRT will perform all of its obligations under the WRB Agreement, as revised by this Assignment Agreement, in favor of WRB (including obligations of IIT incurred under the WRB Agreement prior to the Closing Date), and (ii) WRB will perform all of its obligations under the WRB Agreement, as clarified by this Assignment Agreement, in favor of MRT (including obligations of WRB incurred under the WRB Agreement prior to the Closing Date). In the event that the IIT-MRT Transaction does not occur, this Assignment Agreement will be null and void, and of no legal significance.

After executing this Assignment Agreement below on the enclosed counterpart, please return the executed counterpart to MRT at 14805 North Outer 40 Road, Suite 230, Chesterfield, Missouri 63017. If you have any questions, please contact Michael Stoll via phone at 636-812-7121 or via e-mail at Mike.Stoll@cnablemidstream.com.

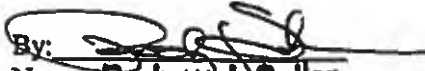
[Signature Pages Follow]

Sincerely,

ENABLE ILLINOIS INTRASTATE
TRANSMISSION

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

ENABLE MISSISSIPPI RIVER
TRANSMISSION, LLC

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

[IIT and MRT Signature Page to Assignment Agreement]

AGREED AND ACKNOWLEDGED BY:

WRB REFINING, LP

By its Operator, Phillips 66 Company

mx
By: 

Name: Andy Giffhorn

Title: General Manager Commercial & BD
Phillips 66 Company

[WRB Signature Page to Assignment Agreement]

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.3, Version 1.0.1

Effective January 1, 2018

WRB Refining, LP. TSA No. 6061 (RS ITS)

Option Code "A"

INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT

Contract # 100043

This TRANSPORTATION SERVICE AGREEMENT, hereinafter referred to as "Agreement," is made and entered into on this 1st day of August, 2016, by and between Enable Illinois Intrastate Transmission, LLC, a Delaware limited liability company, hereinafter called "Transporter," and WRB Refining, LP, a Delaware corporation, hereinafter called "Shipper."

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

1) TERM

Effective Date: August 1, 2016

Primary Term End Date: March 31, 2024

2) QUANTITIES

Maximum Daily Quantity (MDQ): 25,000 Dth/D

3) RECEIPT AND DELIVERY POINTS

Receipt Point	Maximum Quantity*	Delivery Point(s)	Maximum Quantity*	Maximum Delivery Pressure
NGPL Madison County, IL	25,000	Wood River Refinery	25,000	240 psi
NGPL Madison County, IL	25,000	Distilling West Refinery	25,000	180 psi

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

4) RATE

Service hereunder shall be provided pursuant to the Rate Schedule ITS of Transporter's Tariff. 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 specified in Transporter's Tariff, as on file and in effect from time to time, for services rendered hereunder, unless otherwise agreed in writing by Transporter and Shipper.

5) ADDRESSES

For Notices to Shipper:
Name: Contract Administration
Address: WRB Refining, LP
P.O. Box 2197
Houston, TX 77079-2197
Telephone: 281-293-2333
Facsimile: 281-293-5914

For Bills to Shipper:
Name: Mary Brand, Financial Analyst
Address: WRB Refining, LP
P.O. Box 76
Roxana, IL 62084-0068
Telephone: 618-255-3202
Facsimile: 618-255-3011

For Notices to Transporter:
14805 North Outer 40 Road, Suite 230
Chesterfield, MO 63017-6060
Facsimile :314- 991-7600

For Payments to Transporter:
Attn: Accounting
14805 North Outer 40 Road
Suite 230
Chesterfield, MO 63028-6060

For Wire Transfer:
Chase Bank of Texas
Enable Illinois Intrastate Transmission, LLC
ABA 113000609
Account #0010-322-7816
Ref: Gas Transportation

Transporter Nominations (other
than electronic):
Transportation Services
Facsimile: 346-701-2905

Transporter Pipeline Operations:
Systems Control Department
1111 Louisiana St., Suite 1229
Houston, TX 77002
Telephone: 346-701-2660

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written.

WRB REFINING, LP

ENABLE ILLINOIS INTRASTATE TRANSMISSION, LLC

By: 
Name: Andy Giffhorn
Title: GM, Midstream Commercial & BD
Address: Phillips 66 Company

By: 
Name: Rodney J. Sailor
Title: President & Chief Executive Officer
Address: 14805 North Outer 40 Road, Suite 230
Chesterfield, MO 63017-6060 

GENERAL TERMS AND CONDITIONS

- 1) Upon termination hereof for whatever reason, Shipper agrees to stop delivering gas to Transporter for transportation hereunder. In addition, upon termination of this Agreement, Shipper agrees that it will thereafter make no further demand for service hereunder and Transporter 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. Shipper agrees to cooperate with and assist Transporter 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 quantity imbalance hereunder nor relieve Shipper of its obligation to pay any monies due hereunder to Transporter.
- 3) In accordance with the terms and conditions of the General Terms and Conditions of Transporter's Tariff, (General Terms and Conditions), if Shipper fails to pay within thirty (30) days after payment is due all of the amount of any bill for service rendered by Transporter hereunder, Transporter, upon ten (10) days' prior written notice to Shipper, 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 the General Terms and Conditions.
- 4) Service hereunder shall be provided pursuant to the Rate Schedule ITS of Transporter's Tariff. Shipper will provide fuel in kind.
- 5) This Agreement shall be subject to the provisions of the applicable rate schedule as well as the General Terms and Conditions set forth in Transporter's Tariff, as on file and in effect from time to time, 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 Transporter's General Terms and Conditions. To the extent not inconsistent with effective law, Transporter 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) 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, as set forth in the General Terms and Conditions, in accordance with the Natural Gas Act or other applicable law.
- 7) Shipper may deliver or cause to be delivered to Transporter a maximum receipt point quantity at the Receipt Points described herein, and Transporter shall redeliver thermally equivalent quantities at the Delivery Points described herein which excludes a quantity of gas for Fuel Use and Loss. A maximum delivery point quantity is also specified for each Transporter delivery point. For firm service, the sum of all individual maximum receipt point quantities shall not exceed the maximum receipt point quantities in the aggregate. For firm service, the sum of all individual maximum delivery point quantities shall not exceed the maximum daily quantity set forth in this Agreement.
- 8) In the event that Transporter places on file with the Illinois Commerce Commission ("Commission") another rate schedule which may be applicable to service rendered hereunder, then Transporter, 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. Transporter 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 General Terms and Conditions, or to propose, file, and make effective superseding rate schedules and/or General Terms and Conditions, for the purpose of changing the rates, charges, and other provisions thereof effective as to Shipper.
- 9) This Agreement shall not be assigned by Shipper in whole or in part without Transporter's prior written consent, which consent shall not be unreasonably withheld. In addition to all other rights and remedies, Transporter may terminate the Agreement immediately if it is assigned by Shipper without Transporter'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 fully delivered when hand-delivered, telecopied, 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).
- 11) Each party shall notify the other in writing of the name, address, telephone number and telecopy number 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 and executed by authorized representatives of the parties. No waiver by either Shipper or Transporter 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.

INTERRUPTIBLE TRANSPORTATION
SERVICE AGREEMENT

EXHIBIT A

This Exhibit A reflects the terms and conditions under which Transporter has agreed to assess Shipper discounted rates for transportation service subject and pursuant to this Agreement. Transporter and Shipper have agreed that the rates and charges applicable for the term of the Agreement shall be as follows:

1. Usage Charge: For each year for the term of this Agreement:
 - April through October: \$.07 per Dth
 - November through March: \$.08 per Dth
2. Authorized Overrun (AO): For volumes in excess of MDQ up to an additional 10,000 Dth per day the AO Rate shall be the Usage Charge set forth in (1) above.
3. The discounted rates set forth herein shall only apply to deliveries to Shipper's Wood River and Distilling West Refineries.
4. Fuel and LUFG: To be paid by Shipper in kind in amounts equal to each month's actual fuel usage and gas losses, but not less than 0.0%, as measured by Transporter.
5. Surcharges: None, unless directed otherwise by the Illinois Commerce Commission as non-discountable.

The effectiveness of this Agreement is contingent upon the grant of any and all regulatory and other approvals required under applicable federal, state, and local laws to effect the transportation services and related construction and other arrangements involving Transporter and Shipper. Shipper shall be obligated to take reasonable steps in consultation with Transporter to support, before applicable regulatory authorities, Transporter's efforts to secure necessary approvals for such services and related arrangements. In the event that any such regulatory authority rejects any part of this or any related agreement, or approves this or any related agreement subject to any condition or modification deemed unacceptable to either Transporter or Shipper, then such party may, by written notice to the regulatory authority and the other party no later than thirty (30) days following issuance of a final order that retains the offending condition or modification, terminate this and related agreements, provided, however, that in such event, the parties hereto 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 benefits of the transaction set out in this and related agreements.



ENable Mississippi River Transmission, LLC
4805 North Outer 40 Road, Suite 230
Chesterfield, MO 63017

November 9, 2017

VIA EMAIL

Mr. Andy Giffhorn
GM, Midstream Commercial & BD
WRB Refining, LP
P66 Houston Operations Center, N742-02
1075 W. Sam Houston Parkway, Suite 200
Houston, TX 77043

**Re: Agreement to Assign Contract # 100043, dated as of August 1, 2016 between
Enable Illinois Intrastate Transmission, LLC ("IIT") and WRB Refining, LP
("WRB") (the "WRB Agreement")**

Dear Mr. Giffhorn:

IIT and WRB are parties to the WRB Agreement, under which IIT has agreed to transport natural gas on behalf of WRB pursuant to IIT's Tariff on file with the Illinois Commerce Commission. IIT and its affiliate Enable Mississippi River Transmission, LLC ("MRT") have agreed to a transaction by which MRT will acquire all of the natural gas pipeline facilities currently owned by IIT (the "IIT-MRT Transaction"). Effective on the date the IIT-MRT Transaction closes (the "Closing Date"), IIT will be dissolved.

Subject to the condition precedent set forth below, by this agreement (the "Assignment Agreement"), IIT, MRT, and WRB (the "Parties") agree that the WRB Agreement will be assigned from IIT to MRT with the assignment to be effective on the Closing Date. Starting on the Closing Date, MRT will provide transportation service to WRB pursuant to Rate Schedule ITS of MRT's FERC Gas Tariff (the "MRT Tariff"). To effectuate this assignment, and to ensure that the Parties retain the benefit of the bargain they reached as outlined in the WRB Agreement, the Parties agree that, effective on the Closing Date, the WRB Agreement will be interpreted and implemented as follows:

- (i) references in the WRB Agreement to "IIT" and "Transporter" will become references to "MRT";
- (ii) references in the WRB Agreement to IIT's Illinois Intrastate Tariff will become references to the MRT Tariff;
- (iii) terms in the WRB Agreement that are defined terms in the MRT Tariff will be interpreted consistent with the definitions of those terms set forth in the MRT Tariff, which includes changing references to "Shipper" in the WRB Agreement to "Customer"; and

- (iv) the WRB Agreement's "Fuel and Losses" provisions will be interpreted and implemented as follows: WRB shall pay Fuel and losses in kind in amounts equal to: (i) for service using solely the facilities previously owned by IIT, actual Fuel Use and LUFG calculated by MRT solely for facilities previously owned by IIT, but not less than 0.0%; and (ii) for service that takes place in whole or in part using facilities that were not previously owned by IIT, actual Fuel Use and LUFG calculated by MRT pursuant to GT&C Section 22 of the MRT Tariff.

IIT shall advise WRB when it anticipates that the Closing Date will occur, and will additionally notify WRB of the occurrence of the Closing Date immediately following such date.

Prior to the Closing Date, MRT agrees to file the WRB Agreement and this Assignment Agreement with the Federal Energy Regulatory Commission ("FERC") and request from FERC any approvals necessary to allow the rates, terms, and conditions of the WRB Agreement, as clarified by this Assignment Agreement, to remain in full force and effect on and after the assignment of the WRB Agreement to MRT. WRB's consent to the assignment of the WRB Agreement is subject to the condition precedent that the FERC grants the necessary approvals without modification to Assignment Agreement.

Subject to the foregoing, the Parties agree that, upon the Closing Date, MRT will be substituted, for all purposes, in the place of IIT under the WRB Agreement. Subject to any requirements imposed by FERC, MRT agrees that (i) MRT will perform all of its obligations under the WRB Agreement, as revised by this Assignment Agreement, in favor of WRB (including obligations of IIT incurred under the WRB Agreement prior to the Closing Date), and (ii) WRB will perform all of its obligations under the WRB Agreement, as clarified by this Assignment Agreement, in favor of MRT (including obligations of WRB incurred under the WRB Agreement prior to the Closing Date). In the event that the IIT-MRT Transaction does not occur, this Assignment Agreement will be null and void, and of no legal significance.

After executing this Assignment Agreement below on the enclosed counterpart, please return the executed counterpart to MRT at 14805 North Outer 40 Road, Suite 230, Chesterfield, Missouri 63017. If you have any questions, please contact Michael Stoll via phone at 636-812-7121 or via e-mail at Mike.Stoll@enablemidstream.com.

[Signature Pages Follow]

Sincerely,

ENABLE ILLINOIS INTRASTATE
TRANSMISSION

By: 

Name: ~~Rodney J. Saller~~

Title: ~~President & Chief Executive Officer~~

ENABLE MISSISSIPPI RIVER
TRANSMISSION, LLC

By: 

Name: ~~Rodney J. Saller~~

Title: ~~President & Chief Executive Officer~~

[IIT and MRT Signature Page to Assignment Agreement]

AGREED AND ACKNOWLEDGED BY:

WRB REFINING, LP
By its Operator, Phillips 66 Company

By: 

Name: _____

Title: Andy Glinhom
GM, Midstream Commercial & BD
Phillips 66 Company

[WRB Signature Page to Assignment Agreement]

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.8, Version 0.0.1

Effective January 1, 2019

United States Steel Corporation TSA No. 3086 (RS FSS)

Option Code "A"

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

This STORAGE SERVICE AGREEMENT, hereinafter referred to as "Agreement," 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 provide natural gas storage service for Customer, on a firm basis, and Customer shall furnish, or cause to be furnished, to MRT natural gas for such storage 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 1, 2019, subject to FERC approval

Primary Term End Date: The end of the Day on April 30, 2022

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending April 30, 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 Stored Quantity (MSQ): 1,714,177 Dth
(Based on a heat content of 1,020 Btu per Cubic Foot)

Maximum Daily Withdrawal Quantity (MDWQ): 29,860 Dth

3) RATE

Service hereunder shall be provided pursuant to Rate Schedule FSS. 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 A, or other format provided for in MRT's Tariff, in effect during the term of this Agreement or in a capacity release award.

4) ADDRESSES:

United States Steel Corporation
1951 State Street
Granite City, IL 62040
Attn: Matthew Blystone
Email: MDBlystone@uss.com

United States Steel Corporation
600 Grant Street, Suite 2014
Pittsburg, PA 15219
Attn: Kylie Zeis
Email: KAZeis@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

Steven G. Tramonte

By: Steven G. Tramonte (Jan 2, 2020)

Name: Steven G. Tramonte

Title: Vice President, Commercial T&S

Date: January 2, 2020

UNITED STATES STEEL CORPORATION

By: Ralph R. Ribick Jr.

Name: Ralph R. Ribick Jr.

Title: Operational - Energy & Metals

Date: 12-16-19

MCS
MCS

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

GENERAL TERMS AND CONDITIONS

- 1) Upon termination hereof for whatever reason, Customer agrees to stop delivering gas to MRT for storage 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, as 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 (including withdrawal of stored quantities) nor relieve Customer of its obligation to pay any monies due hereunder to MRT.
- 3) In accordance with the terms and conditions of Section 1.7 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' written notice to Customer, may suspend further injections and/or withdrawals 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 injections and/or withdrawals of gas on behalf of Customer.
- 4) Service hereunder shall be provided pursuant to Rate Schedule FSS 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 set forth in MRT's Tariff, as on file and in effect from time to time, and such provisions are incorporated herein by this reference. Any curtailment of storage service hereunder shall be in accordance with the priorities set out in the GT&C. To the extent not inconsistent with effective law, MRT shall have the right to determine the priority and/or scheduling of the storage service under this Agreement and to revise the priority and/or scheduling of this storage 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) 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 Schedule FSS 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 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.



SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

GENERAL TERMS AND CONDITIONS
(continued)

- 8) 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.
- 9) 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.
- 10) 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.
- 11) For service at rates other than MRT's applicable maximum Tariff rates, Exhibit A attached hereto is incorporated into this Agreement in its entirety.
- 12) Effective January 1, 2019, this Agreement supersedes and cancels Storage Service Agreement No. 3086, as in effect pursuant to an amendment dated May 16, 2018 between the parties hereto.
- 13) Pursuant to Section 15.8, GT&C of MRT's Tariff, the parties have agreed to an extension of the term with respect to all of the capacity previously committed under this Agreement.
- 14) 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.



SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

EXHIBIT A

Customer agrees to pay the rates specified on this Exhibit A 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 specified above, the storage rates and charges as defined below for the specified services provided under the Agreement only apply to the quantities and/or time periods described herein. 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 shall pay any applicable charges, penalties, surcharges, fees, taxes, assessments 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 A 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 earlier than the end of the month following the month in which such termination notice is received.
- (c) Description of Rate: Negotiated Rate X Discounted Rate (Check one)

MRT shall bill and Customer shall pay the following rates for service under the Agreement up to the applicable contract limitations (as in effect on the Begin Date of this Exhibit A):

For the period January 1, 2019 through July 31, 2019, the monthly charges shall be:

Deliverability Charge of \$1.2586 per Dth;

Capacity Charge of \$0.2788 per Dth divided by 12; and Injection and Withdrawal Charges: \$0.0163 per Dth injected and/or withdrawn, up to applicable contract and Tariff limitations.

For the period beginning August 1, 2019 through the End Date specified below, the monthly charges shall be:

Deliverability Charge of MRT's maximum tariff rate not to exceed \$1.6368 per Dth;

Capacity Charge of MRT's maximum tariff rate, divided by 12, not to exceed \$0.3695 per Dth divided by 12; and Injection and Withdrawal Charges: \$0.0221 per Dth injected and/or withdrawn, up to applicable contract and Tariff limitations.

However, if the Commission approves rates for Rate Schedule FSS service in FERC Docket No. RP20-131 that are below the rates described above for the period beginning August 1, 2019, then effective the first day of the month following the effective date of such Commission ruling and continuing through no later than April 30, 2024, Customer shall pay the Commission-approved maximum lawful charges for Rate Schedule FSS service.

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 mechanism 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 LUFG 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.

(d) 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) Rate-Related Provisions:

(ii) Regulatory Authority: This Exhibit A is subject to Section 30 of the GT&C of MRT's Tariff. MRT and Customer hereby acknowledge that this Exhibit A 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 Exhibit A 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 that is inconsistent with the terms of this Exhibit A, or (2) conditions or prohibits the granting of selective discounts or other rates specified in paragraph (c) of this Exhibit A, 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 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.

By: Steven G. Tramonte
 Name: Steven G. Tramonte
 Title: Vice President, Commercial T&S
 Date: January 2, 2020

By: Ralph R. Liberman Jr
Name: Ralph R. Liberman Jr
Title: Director - Energy & Metals
Date: 12-16-19

Page 5 of 5

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.9, Version 0.0.1

Effective January 1, 2019

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

Option Code "A"

SUPERSEDING
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 January 1, 2019, subject to FERC approval

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

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 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")

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
1951 State Street
Granite City, IL 62040
Attn: Matthew Blystone
Email: MDBlystone@uss.com

United States Steel Corporation
600 Grant Street, Suite 2014
Pittsburg, PA 15219
Attn: Kylie Zeis
Email: KAZeis@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

Steven G. Tramonte

By: Steven G. Tramonte (Jan 4, 2020)

Name: Steven G. Tramonte

Title: Vice President, Commercial T&S

Date: January 4, 2020

UNITED STATES STEEL CORPORATION

By: [Signature]

Name: Ralph N. Ribicki Jr.

Title: Director - Energy & Metals

Date: 12-16-19

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

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, Exhibits A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) Effective January 1, 2019, this Agreement supersedes and cancels the Service Agreement as in effect pursuant to an amendment dated August 1, 2019, 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
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

Primary Paths

From: #12817 Trunkline Gas Receipt Period 1 To: #805495 Granite City Steel Period 1
#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 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 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 #805588	1,974 Period 1 only		
Trunkline Gas Receipt #12817	5,064 Period 1 only		
Storage #805607	29,860		

* 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

Steven G. TramonteBy: Steven G. Tramonte (Jan 4, 2020)Name: Steven G. TramonteTitle: Vice President, Commercial T&SDate: January 4, 2020

UNITED STATES STEEL CORPORATION

By: Ralph R. Ribicich Jr.Name: Ralph R. Ribicich Jr.Title: Director - Energy & MetalsDate: 12-16-19

EFFECTIVE JANUARY 1, 2019, SUPERSEDES EXHIBIT A EFFECTIVE AUGUST 1, 2019

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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 LUGF 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
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT B
(continued)

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

By: Steven G. Tramonte
By: Steven G. Tramonte (Jan 4, 2020)
Name: Steven G. Tramonte
Title: Vice President, Commercial T&S
Date: January 4, 2020

UNITED STATES STEEL CORPORATION

By: [Signature]
Name: Ralph R. Ribicki
Title: Director - Energy + Metals
Date: 12-10-19

MCS
MCS

EFFECTIVE JANUARY 1, 2019

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.10, Version 0.0.1

Effective January 1, 2019

United States Steel Corporation TSA No. 3228 (RS FTS)

Option Code "A"

SUPERSEDING
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 16, 2002, as amended and restated January 1, 2019, subject to FERC approval

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

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 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): 6,173 Dth/D

Rate Zone Capacities: See Exhibit A

Such service by MRT shall be during the period from May 16 through November 15 only.

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
1951 State Street
Granite City, IL 62040
Attn: Matthew Blystone
Email: MDBlystone@uss.com

United States Steel Corporation
600 Grant Street, Suite 2014
Pittsburg, PA 15219
Attn: Kylie Zeis
Email: KAZeis@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

By: Steven G. Tramonte
Name: Steven G. Tramonte
Title: Vice President, Commercial T&S
Date: January 4, 2020

UNITED STATES STEEL CORPORATION

By: Ralph R. Ribicki
Name: Ralph R. Ribicki
Title: Director Energy & Metals
Date: 12-16-19

SUPERSEDING
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 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

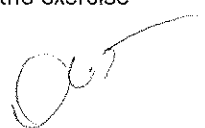


SUPERSEDING
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

GENERAL TERMS AND CONDITIONS
(continued)

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 A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) Effective January 1, 2019, this Agreement supersedes and cancels Contract #3228, as in effect pursuant to an amendment dated May 16, 2018, 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 all 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.



SUPERSEDING
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

Primary Path

From: #805547 Glendale – EGT Fld Rcpt

To: #805607 Storage

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.

Rate Zone Capacity

Field 6,173 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	6,173	Storage	6,173
#805547		#805607	

* 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: Steven G. Tramonte

By: Steven G. Tramonte (Jan 4, 2020)

Name: Steven G. Tramonte

Title: Vice President, Commercial T&S

Date: January 4, 2020

UNITED STATES STEEL CORPORATION

By: Ralph R. Ribicich Jr.

By: Ralph R. Ribicich Jr.

Name: Director - Energy & Metals

Title: Director - Energy & Metals

Date: 12-16-19

MCS
MCS

EFFECTIVE JANUARY 1, 2019, SUPERSEDES EXHIBIT A EFFECTIVE MAY 16, 2018

SUPERSEDING
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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 LUGF 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 with MRT shall bill and Customer shall pay under the Agreement for services between the points specified up to the applicable Rate Zone Capacity shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields the base daily Reservation and Usage Charges shown below.

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

Field Zone:

Base daily Reservation Charge: \$0.0531 per Dth

Usage Charge: \$0.0030 per Dth

Effective Date: August 1, 2019

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 in FERC Docket No. RP20-131 that is below \$0.0698 per Dth for the Field Zone, then effective the first day of the month following the effective date of such Commission ruling and continuing through the earlier of July 31, 2024 or the end date of this Agreement as described in Section 1 hereof, Customer shall pay the Commission-approved maximum lawful Reservation Charges for FTS Field Zone service.

SUPERSEDING
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT B
(continued)

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 mechanism 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 LUFG 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 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.

SUPERSEDING
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT B
(continued)

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

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

By: Steven G. Tramonte
By: Steven G. Tramonte (Jan 4, 2020)
Name: Steven G. Tramonte
Title: Vice President, Commercial T&S
Date: January 4, 2020

UNITED STATES STEEL CORPORATION

By: Philip H. Ribicich
By: Philip H. Ribicich
Name: Philip H. Ribicich
Title: Director - Energy & Metals
Date: 12-16-19

MCS
MCS

EFFECTIVE JANUARY 1, 2019, SUPERSEDES EXHIBIT B EFFECTIVE MAY 16, 2018

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.11, Version 0.0.1

Effective August 1, 2019

United States Steel Corporation TSA No. 6112 (RS FTS)

Option Code "A"

SUPERSEDING
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: August 1, 2019, subject to FERC approval

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

Term Extension/Evergreen? Yes

This Agreement shall become effective as of August 1, 2019 and shall continue for a primary term ending May 31, 2023; 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): 7,038 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
1951 State Street
Granite City, IL 62040
Attn: Matthew Blystone
Email: MDBlystone@uss.com

United States Steel Corporation
600 Grant Street, Suite 2014
Pittsburg, PA 15219
Attn: Kylie Zeis
Email: KAZeis@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

Steven G. Tramonte

By: Steven G. Tramonte (Jan 2, 2020)

Name: Steven G. Tramonte

Title: Vice President, Commercial T&S

Date: January 2, 2020

UNITED STATES STEEL CORPORATION

By: Ralph R. Ribenich Jr.

Name: Ralph R. Ribenich Jr.

Title: Director - Energy + Metals

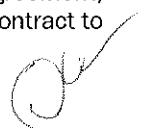
Date: 12-16-19

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SUPERSEDING
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

GENERAL TERMS AND CONDITIONS

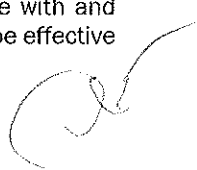
- 1) Upon termination hereof for whatever reason, Customer agrees to stop delivering gas to MRT for transportation hereunder. In addition, upon termination of this Agreement, Customer agrees that it will thereafter make no further demand for service hereunder and MRT agrees that it will make no further 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
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, Exhibits A and B attached hereto are incorporated into this Agreement in their entirety.
 - 14) This Agreement supersedes and cancels the Service Agreement effective August 1, 2019, between the parties hereto.
 - 15) Pursuant to Section 15.8, GT&C of MRT's Tariff, the parties have agreed to enter into this Agreement representing an extension of the term of part of the capacity previously committed under TSA No. 3227.
 - 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 this Agreement #6112. To the extent the proven reduction amount is not satisfied by the MDQ reduction under this Agreement, an MDQ reduction may occur under FTS Agreement #3227; provided however, that in no event shall Customer's total MDQ under this Agreement #6112 and FTS Agreement #3227 be reduced to an amount lower than 37,766 Dth/D pursuant to this section and Section 17 of FTS Agreement #3227. 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
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

Primary Path

From: #90722 TGT Boardwalk

To: #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.

Rate Zone Capacity

Market 7,038 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>
TGT Boardwalk	7,038	Granite City Steel	7,038
#90722		#805495	

* 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

Steven G. TramonteBy: Steven G. Tramonte (Jan 2, 2020)Name: Steven G. TramonteTitle: Vice President, Commercial T&SDate: January 2, 2020

UNITED STATES STEEL CORPORATION

By: Name: Ralph R. Roberts Jr.Title: Director - Energy & MetalsDate: ~~12-16-19~~

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EFFECTIVE AUGUST 1, 2019, SUPERSEDES EXHIBIT A EFFECTIVE AUGUST 1, 2019

SUPERSEDING
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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: See Exhibit A
- (d) **Description of Rate:** Negotiated Rate X Discounted Rate (Check one)

For the period beginning August 1, 2019 through the End Date specified below, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified up to the applicable Rate Zone Capacity shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.2119 per Dth and a Usage Charge of \$0.0098 per Dth, for the Market Zone. However, if the Commission approves a maximum daily Reservation Charge for FTS service in FERC Docket No. RP20-131 that is below \$0.2119 per Dth for the Market Zone, 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.

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 mechanism 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 LUFG 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): August 1, 2019
End Date(s): The later of the end of the Primary Term End Date or the end date of any evergreen period provided for in Section 1 of this Agreement

SUPERSEDING
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT B
(continued)

- (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 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

Steven G. Tramonte
By: Steven G. Tramonte (Jan 2, 2020)
Name: Steven G. Tramonte
Title: Vice President, Commercial T&S
Date: January 2, 2020

UNITED STATES STEEL CORPORATION

By: [Signature]
Name: Ralph R. Ribbeck Jr.
Title: Director - Energy + Metals
Date: 12-16-19

MCS
MCS

EFFECTIVE AUGUST 1, 2019

Enable Mississippi River Transmission, LLC

FERC NGAGAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.12, Version 2.0.1

Effective February 1, 2022

Summit Utilities Arkansas, Inc. (assignee of CenterPoint Energy Resources Corp.) TSA No. 448 (RSFTS)

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 Summit Utilities Arkansas, Inc., a Colorado 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 November 1, 1993, as amended and restated February 1, 2022, subject to FERC approval

Primary Term End Date: The end of Day on July 31, 2028

Evergreen/Term Extension? Yes

This Agreement shall become effective as of February 1, 2022 and shall continue for a primary term ending July 31, 2028; 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): 33,448 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

Summit Utilities Arkansas, Inc.
10825 E. Geddes Avenue, Suite 410
Centennial, CO 80112
Attn: Walt McCarter
Email: gascontracts@summitutilities.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

By: Beth Hickey
Name: Beth Hickey
Title: EVP, US Gas Pipelines
Date: 1/31/2022

SUMMIT UTILITIES ARKANSAS, INC.

By: Jeffrey T. Toys
Name: Jeffrey T. Toys
Title: Director of Gas Supply & Transportation
Date: 1/26/2022

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

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

GENERAL TERMS AND CONDITIONS
(continued)

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 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 A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) Effective February 1, 2022, this Agreement amends and restates the Amended and Restated Service Agreement originally effective November 1, 1993, as subsequently amended, restated and/or superseded prior to or as of the effective date hereof, between MRT and CenterPoint Energy Resources Corp., the original Customer hereunder, which agreement was assigned to Summit Utilities Arkansas, Inc. pursuant to waivers granted by the Federal Energy Regulatory Commission in Docket No. RP21-852-000.
- 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.

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

Primary Paths

From: #808527 Waskom - EGT
#808527 Waskom - EGT

To: #805533 CERC Aggregate Field
#805546 CERC Aggregate Market

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 3,457 Dth/D

On any given day, the customer is entitled to the greater of 3,457 Dth or 3.39% of available West Line capacity.

Rate Zone Capacities

Field 21,446 Dth/D
Market 18,831 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	17,989	CERC Aggregate Field #805533	14,617
Sherrill/Gethsem - EGT #805601	1,002	CERC Aggregate Market #805546	18,831
Waskom - EGT #808527	1,799		
Sligo #90386	1,658		
Noark to MRT_Lawrence #805548	11,000		
Storage #805607	12,194		

* 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: Beth Hickey
Name: Beth Hickey
Title: EVP, US Gas Pipelines
Date: 1/31/2022

SUMMIT UTILITIES ARKANSAS, INC.

By: Jeffrey T. Toys
Name: Jeffrey T. Toys
Title: Director of Gas Supply & Transportation
Date: 1/26/2022

KAK
KAK

SGT
SGT

EFFECTIVE FEBRUARY 1, 2022, SUPERSEDES EXHIBIT A EFFECTIVE JUNE 1, 2021

MCS
MCS

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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 those specified on Exhibit A as in effect on the date hereof.
- (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 a base daily Reservation Charge of \$0.2119 per Dth for the Market Zone and \$0.0698 per Dth for the Field Zone. However, if the zone boundary is moved from Glendale during the Primary Term of the Agreement, MRT may adjust the rate components such that the base daily Reservation Charge on the total MDQ shall be equal to the lesser of \$0.1641 per Dth or the applicable maximum Tariff rate. Customer shall pay a Monthly Reservation Charge each month during the term specified in (e) below based on the Dth of Rate Zone Capacities specified in the Agreement, regardless of the quantity of gas transported during the applicable month.

Customer shall also pay the applicable Minimum Usage Charge as well as any applicable Tariff charges, fees, penalties, surcharges and assessments.

EXHIBIT B
(continued)

(e) Term of Rate: Begin Date(s): February 1, 2022
 End Date(s): The end of the day on July 31, 2028

(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 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

SUMMIT UTILITIES ARKANSAS, INC.

By: Beth Hickey
 Name: Beth Hickey
 Title: EVP, US Gas Pipelines
 Date: 1/31/2022

DocuSigned by:
By: Jeffrey T. Toys
Name: Jeffrey T. Toys
Title: Director of Gas Supply & Transportation
Date: 1/26/2022

KAK
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SGT

EFFECTIVE FEBRUARY 1, 2022. SUPERSEDES EXHIBIT B EFFECTIVE JUNE 1, 2021

Enable Mississippi River Transmission, LLC

FERC NGAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.13, Version 1.0.1

Effective February 1, 2022

Summit Utilities Arkansas, Inc. (assignee of CenterPoint Energy Resources Corp.) TSANo. 500 (RSFSS)

Option Code "A"

AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

This STORAGE SERVICE AGREEMENT, hereinafter referred to as "Agreement," made and entered into by and between Enable Mississippi River Transmission, LLC, a Delaware limited liability company, hereinafter called "MRT," and Summit Utilities Arkansas, Inc., a Colorado corporation, hereinafter called "Customer."

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

1) TERM

Effective Date: Originally November 1, 1993, as amended and restated February 1, 2022, subject to FERC approval

Primary Term End Date: The end of the Day on July 31, 2028

Evergreen/Term Extension? Yes
This Agreement shall become effective as of February 1, 2022 and shall continue for a primary term ending July 31, 2028; 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 Stored Quantity (MSQ): 700,000 Dth
(Based on a heat content of 1,020 Btu per Cubic Foot)

Maximum Daily Withdrawal Quantity (MDWQ): 12,194 Dth

3) RATE

Service hereunder shall be provided pursuant to Rate Schedule FSS. 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 A, or other format provided for in MRT's Tariff, in effect during the term of this Agreement or in a capacity release award.

4) ADDRESSES:

Summit Utilities Arkansas, Inc.
10825 E. Geddes Avenue, Suite 410
Centennial, CO 80112
Attn: Walt McCarter
Email: gascontracts@summitutilities.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

By: Beth Hickey
Name: Beth Hickey
Title: EVP, US Gas Pipelines
Date: 1/31/2022

SUMMIT UTILITIES ARKANSAS, INC.

By: Jeffrey T. Toys
Name: Jeffrey T. Toys
Title: Director of Gas Supply & Transportation
Date: 1/26/2022

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AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

GENERAL TERMS AND CONDITIONS

- 1) Upon termination hereof for whatever reason, Customer agrees to stop delivering gas to MRT for storage 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, as 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 (including withdrawal of stored quantities) 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' written notice to Customer, may suspend further injections and/or withdrawals 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 injections and/or withdrawals of gas on behalf of Customer.
- 4) Service hereunder shall be provided pursuant to Rate Schedule FSS 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 set forth in MRT's Tariff, as on file and in effect from time to time, and such provisions are incorporated herein by this reference. Any curtailment of storage service hereunder shall be in accordance with the priorities set out in the GT&C. To the extent not inconsistent with effective law, MRT shall have the right to determine the priority and/or scheduling of the storage service under this Agreement and to revise the priority and/or scheduling of this storage 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) 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 Schedule FSS 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 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.
- 8) 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

AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

GENERAL TERMS AND CONDITIONS
(continued)

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.

- 9) 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.
- 10) 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.
- 11) For service at rates other than MRT's applicable maximum Tariff rates, Exhibit A attached hereto is incorporated into this Agreement in its entirety.
- 12) Effective February 1, 2022, this Agreement amends and restates Storage Service Agreement No. 500, originally effective November 1, 1993, as subsequently amended, restated and/or superseded prior to or as of the effective date hereof, between MRT and CenterPoint Energy Resources Corp., the original Customer hereunder, which agreement was assigned to Summit Utilities Arkansas, Inc. pursuant to waivers granted by the Federal Energy Regulatory Commission in Docket No. RP21-852-000.
- 13) 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.

AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

EXHIBIT A

Customer agrees to pay the rates specified on this Exhibit A 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 specified above, the storage rates and charges as defined below for the specified services provided under the Agreement only apply to the quantities and/or time periods described herein. 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 shall pay any applicable charges, penalties, surcharges, fees, taxes, assessments 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 A 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 earlier than the end of the month following the month in which such termination notice is received.

(c) Description of Rate: Negotiated Rate X Discounted Rate (Check one)

MRT shall bill and Customer shall pay the following rates for service under the Agreement up to the applicable contract limitations (as in effect on the Begin Date of this Exhibit A):

For the period beginning February 1, 2022 through July 31, 2028, the monthly charges shall be:

Deliverability Charge of MRT's maximum tariff rate not to exceed \$1.6368 per Dth; and
Capacity Charge of MRT's maximum tariff rate, divided by 12, not to exceed \$0.3695 per Dth

Customer shall pay the maximum applicable Injection Charge for each Dth injected and the maximum applicable Withdrawal Charge for each Dth withdrawn, up to applicable contract and Tariff limitations.

(d) Term of Rate: Begin Date(s): February 1, 2022
 End Date(s): The end of the Day on July 31, 2028

(e) Authorized Overrun:
For Negotiated Rate transactions, unless MRT agrees otherwise, the rate for any authorized overrun quantities shall be the maximum tariff rate.

AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

EXHIBIT A
(continued)

(f) Rate-Related Provisions:

- (i) Consideration for Rate Granted: MRT agrees to the rates specified in this Exhibit A 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 A 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 General Terms and Conditions 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, it will have the right to immediately terminate or modify any provisions of this Exhibit A that would allow Customer to pay amounts less than the maximum applicable tariff rate.
- (ii) Regulatory Authority: This Exhibit A is subject to Section 30 of the GT&C of MRT's Tariff. MRT and Customer hereby acknowledge that this Exhibit A 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 Exhibit A 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 that is inconsistent with the terms of this Exhibit A, or (2) conditions or prohibits the granting of selective discounts or other rates specified in paragraph (c) of this Exhibit A, 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 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

SUMMIT UTILITIES ARKANSAS, INC.

By: *Beth Hickey*
Beth Hickey (Jan 31, 2022 17:05 CST)
 Name: Beth Hickey
 Title: EVP, US Gas Pipelines
 Date: 1/31/2022

DocuSigned by:
 By: *Jeffrey T. Toys*
Jeffrey T. Toys (Feb 01, 2022 17:05 CST)
 Name: Jeffrey T. Toys
 Title: Director of Gas Supply & Transportation
 Date: 1/26/2022

KAK
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EFFECTIVE FEBRUARY 1, 2022, SUPERSEDES EXHIBIT A EFFECTIVE JANUARY 1, 2019

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.14, Version 0.0.1

Effective January 1, 2019

Union Electric Company dba Ameren Missouri TSA No. 3668 (RS FTS)

Option Code "A"

**SUPERSEDING
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 Union Electric Company, dba Ameren Missouri, a Missouri 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 April 1, 2005, as amended and restated January 1, 2019, subject to FERC approval

Primary Term End Date: The end of Day on July 31, 2024

Term Extension? Yes

Customer may elect to extend this Agreement up to two times, each for an additional term of one (1) year, by written notice given by Customer to MRT at least twelve (12) months prior to the end of the primary term or any extended term thereafter, but in no event shall such extension extend past July 31, 2026

Evergreen? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending the later of July 31, 2024 or the end date of any extension period pursuant to a Term Extension described in the paragraph above; 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 applicable contract term end date.

2) QUANTITIES

Maximum Daily Quantity (MDQ): 30,000 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.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(continued)

5) ADDRESSES
Ameren Missouri
Attn: Andrew Meyer
1901 Chouteau Avenue, MC 900
St. Louis, MO 63103
Phone: 314-554-3553
Email: AMeyer@ameren.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

By: [Signature]
Name: Greg S. Harris
Title: EVP and Chief Operating Officer
Date: 10/31/19

UNION ELECTRIC COMPANY, DBA AMEREN MISSOURI

By: [Signature]
Name: Ajay K. Arora
Title: VP Power Ops & Energy Mgmt
Date: 10.30.2019

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(continued)

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

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(continued)

GENERAL TERMS AND CONDITIONS
(continued)

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 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 A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) Effective January 1, 2019, this Agreement supersedes and cancels the Amended and Restated Service Agreement originally effective April 1, 2005, as subsequently amended, restated and/or superseded prior to or as of the effective date hereof, between the parties hereto.
- 15) Pursuant to Section 15.8, GT&C of MRT's Tariff, the parties have agreed to an extension of the term with respect to all or 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.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(continued)

EXHIBIT A

Primary Path

From: Trunkline - #12817

To: Ameren Meramec - #808368

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

East 30,000 Dth/D

Rate Zone Capacity

Market 30,000 Dth/D

Primary Receipt Point(s) Maximum Quantity (Dth/D)*
NGPL @ Shattuc/Clinton 22,796
#805588

Primary Delivery Point(s) Maximum Quantity (Dth/D)*
Ameren Meramec 29,500 (1/1/2019 - 10/31/2019)
#808368 500 (11/1/2019)

Trunkline 7,204
#12817

Ameren Venice Illinois 500 (1/1/2019 - 10/31/2019)
#805513 29,500 (11/1/2019)

* 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

UNION ELECTRIC COMPANY, DBA AMEREN MISSOURI

By: [Signature]
Name: Craig S. Harris
Title: FVP and Chief Operating Officer
Date: 10/31/19

By: [Signature]
Name: Ajay K. Rector
Title: VP Power Ops & Energy Mgmt
Date: 10.30.2019

EFFECTIVE JANUARY 1, 2019

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(continued)

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 those specified on Exhibit A as in effect on the date hereof.
- (d) **Description of Rate:** Negotiated Rate X Discounted Rate (Check one)

For the period January 1, 2019 through July 31, 2019, 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 on Exhibit A as in effect on the date hereof, up to MDQ, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.1376 per Dth for the Market Zone and a Usage Charge of \$.0085 per Dth.

For the period beginning August 1, 2019 through the Primary Term End Date, including any non-evergreen extension period(s) pursuant to Section 1 above, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A as in effect on the date hereof, up to MDQ, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.2119 per Dth and a Usage Charge of \$.0098 per Dth. However, if MRT files a Section 4 rate increase in 2019 and the Commission approves a maximum daily Reservation Charge for Market Zone FTS service that is below \$0.2119/Dth as a result thereof, then effective the first day of the month following the effective date of such Commission ruling, Customer shall pay the Commission-approved maximum lawful Reservation Charge for FTS Market Zone service.

Consistent with the foregoing, 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

- (e) **Term of Rate:** **Begin Date(s):** January 1, 2019
End Date(s): The later of the end of the day on July 31, 2024 or the end date of any non-Evergreen extension pursuant to a Term Extension described in Section 1 of this Agreement.
- (f) **Authorized Overrun:**
Unless MRT agrees otherwise, the rate for any authorized overrun quantities shall be the maximum applicable 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 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.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(continued)

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

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

By: [Signature]
Name: Grant S. Harris
Title: EVP and Chief Operating Officer
Date: 10/31/19

UNION ELECTRIC COMPANY, DBA AMEREN MISSOURI

By: [Signature]
Name: Ajay K. Arora
Title: VP Power Ops & Energy Mgmt
Date: 10.30.2019

EFFECTIVE JANUARY 1, 2019

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.16, Version 0.0.1

Effective January 1, 2020

CenterPoint Energy Services, Inc. TSA No. 4634 (RS FSS)

Option Code "A"

STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

This STORAGE SERVICE AGREEMENT, hereinafter referred to as "Agreement," made and entered into by and between Enable Mississippi River Transmission, LLC, a Delaware limited liability company, hereinafter called "MRT," and CenterPoint Energy Services, Inc., a Delaware corporation, hereinafter called "Customer."

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

1) TERM

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

Primary Term End Date: The end of the Day on May 15, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2020 and shall continue for a primary term ending May 15, 2024; 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 Stored Quantity (MSQ): 480,400 Dth
(Based on a heat content of 1,020 Btu per Cubic Foot)

Maximum Daily Withdrawal Quantity (MDWQ): 8,368 Dth

3) RATE

Service hereunder shall be provided pursuant to Rate Schedule FSS. 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 A, or other format provided for in MRT's Tariff, in effect during the term of this Agreement or in a capacity release award.

4) ADDRESSES:

CenterPoint Energy Services, Inc
Attn: Blake Bastien
13205 Manchester Rd., Suite 200
St. Louis, MO 63131
Phone: 314-986-6893
Email: blake.bastien@centerpointenergy.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

By: Steven G. Tramonte
By: Steven G. Tramonte (Dec 24, 2019)

Name: _____
Title: _____
Date: _____

BD
bd
MCS
MCS

CENTERPOINT ENERGY SERVICES, INC.

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

STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

GENERAL TERMS AND CONDITIONS

- 1) Upon termination hereof for whatever reason, Customer agrees to stop delivering gas to MRT for storage 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, as 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 (including withdrawal of stored quantities) 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' written notice to Customer, may suspend further injections and/or withdrawals 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 injections and/or withdrawals of gas on behalf of Customer.
- 4) Service hereunder shall be provided pursuant to Rate Schedule FSS 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 set forth in MRT's Tariff, as on file and in effect from time to time, and such provisions are incorporated herein by this reference. Any curtailment of storage service hereunder shall be in accordance with the priorities set out in the GT&C. To the extent not inconsistent with effective law, MRT shall have the right to determine the priority and/or scheduling of the storage service under this Agreement and to revise the priority and/or scheduling of this storage 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) 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 Schedule FSS 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 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.

STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSSGENERAL TERMS AND CONDITIONS
(continued)

- 8) 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.
- 9) 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.
- 10) 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.
- 11) For service at rates other than MRT's applicable maximum Tariff rates, Exhibit A attached hereto is incorporated into this Agreement in its entirety.
- 12) 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.
- 13) This Agreement supersedes and cancels the following Service Agreements between Customer and MRT in full, and consolidates the capacity under such agreements hereunder: Contract #1183 and Contract #3949.
- 14) Pursuant to Section 5.1, Rate Schedule NNT, in order to address market risks resulting from bypass of Customer by its firm customer(s), the parties agree to the following MSQ reduction provisions. After May 16, 2021 and continuing through May 15, 2024, in the event that Customer exercises its MDQ reduction rights under Contract #6129, Customer shall have the option to reduce the MSQ (and the MDWQ) under this Agreement upon at least two (2) months advance written notice. Any such reduction shall be effective no earlier than the first day of the FSS injection season occurring after the expiration of the two-month notification period. In no event shall an MSQ reduction under this section result in a decrease in the ratio of: (a) the MSQ (and MDWQ) under this Agreement on the first day of the applicable injection season, to (b) the MSQ (and MDWQ) under this Agreement as of May 16, 2020, to a ratio that is less than that of: (c) the MDQ under Contract No. 6129, plus any MDQ released by Customer thereunder pursuant to Section 14, GT&C, of MRT's Tariff, both as of the first day of the applicable injection season, to (d) the total MDQ of Contract No. 6129 as of January 1, 2020.

STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

EXHIBIT A

Customer agrees to pay the rates specified on this Exhibit A 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 specified above, the storage rates and charges as defined below for the specified services provided under the Agreement only apply to the quantities and/or time periods described herein. 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 shall pay any applicable charges, penalties, surcharges, fees, taxes, assessments 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 A 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 earlier than the end of the month following the month in which such termination notice is received.

- (c) Description of Rate: Negotiated Rate X Discounted Rate

Each month, MRT shall bill and Customer shall pay the following rates for service under the Agreement up to the applicable contract limitations (as in effect on the Begin Date of this Exhibit A):

Deliverability Charge of \$1.6368 per Dth;

Capacity Charge of \$0.3695 per Dth divided by 12; and

Injection and Withdrawal Charges: \$0.0221 per Dth injected and/or withdrawn, up to applicable contract and Tariff limitations.

The specified rates are not subject to refund or reduction if in excess of the maximum, or increased if less than the minimum, otherwise allowed.

- (d) Term of Rate: Begin Date(s): January 1, 2020
 End Date(s): May 15, 2024

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

STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSSEXHIBIT A
(continued)

(f) Rate-Related Provisions:

- (i) Consideration for Rate Granted: MRT agrees to the rates specified in this Exhibit A 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 A 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 General Terms and Conditions 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, it will have the right to immediately terminate or modify any provisions of this Exhibit A that would allow Customer to pay amounts less than the maximum applicable Tariff rate.
- (ii) Regulatory Authority: This Exhibit A is subject to Section 30 of the GT&C of MRT's Tariff. MRT and Customer hereby acknowledge that this Exhibit A 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 Exhibit A 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 that is inconsistent with the terms of this Exhibit A, or (2) conditions or prohibits the granting of selective discounts or other rates specified in paragraph (c) of this Exhibit A, 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 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

By: Steven G. Tramonte
Steven G. Tramonte (Dec 24, 2019)

Name: _____

Title: _____

Date: _____

BD
bdMCS
MCS

CENTERPOINT ENERGY SERVICES, INC.

By: _____

Name: _____

Title: _____

Date: _____

EFFECTIVE JANUARY 1, 2020.

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.18, Version 0.0.1

Effective January 1, 2019

CenterPoint Energy Services, Inc. TSA No. 1179 (RS FTS)

Option Code "A"

SUPERSEDING
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 CenterPoint Energy Services, Inc., 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 June 1, 1995, as amended and restated effective January 1, 2019, subject to FERC approval

Primary Term End Date: The end of Day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending July 31, 2024; 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): 869 Dth/D

Rate Zone Capacities: See Exhibit A

Such service by MRT shall be made during the time period from May 16 through November 15 only.

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

CenterPoint Energy Services, Inc.

Attn: Blake Bastien

13205 Manchester Rd., Suite 200

St. Louis, MO 63131

Phone: 314-986-6893


Email: blake.bastien@centerpointenergy.com

SUPERSEDING
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TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(continued)

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

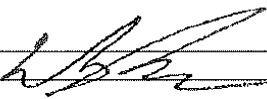
By: 
Name: _____
Title: _____
Date: _____


bd

MCS

ST

CENTERPOINT ENERGY SERVICES, INC.

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
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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, Exhibits A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) Effective January 1, 2019, this Agreement amends and restates, supersedes and cancels Contract #1179, as in effect pursuant to an amendment dated May 16, 2015, 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 all 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) Pursuant to Section 5.1, Rate Schedule NNT, in order to address market risks resulting from bypass of Customer by its firm customer(s), the parties agree to the following MDQ reduction provisions. After May 16, 2021 and continuing through July 31, 2024, in the event that Customer exercises its MSQ reduction rights under Contract No. 4634, Customer shall have the option to reduce the MDQ of this Agreement on at least two (2) months advance written notice. Any such reduction shall be effective no earlier than the first day of the FSS injection season occurring after the expiration of the two-month notification period. In no event shall an MDQ reduction under this section result in a decrease in the ratio of: (a) the MDQ under this Agreement on the first day of the applicable injection season, to (b) the MDQ under this Agreement as of May 16, 2020, to a ratio that is less than that of: (c) the MSQ under Contract No. 4634 as of the first day of the applicable injection season, to (d) the total MSQ of Contract No. 4634 as of May 16, 2020.

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EXHIBIT A

Primary Path

From: GLENDALE - EGT FLD RCPT #805547

To: STORAGE #805607

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.

Rate Zone Capacities


Field 869 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	869 Dth/D	STORAGE #805607	869 Dth/D

* 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.

Such service by MRT shall be offered during the time period from May 16 through November 15 only.

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

By: 
 Name: _____
 Title: _____
 Date: _____

BD
bd
MCS
MCS
ST
ST

CENTERPOINT ENERGY SERVICES, INC.

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

EFFECTIVE JANUARY 1, 2019, SUPERSEDES EXHIBIT A EFFECTIVE MAY 15, 2015.

SUPERSEDING
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FOR RATE SCHEDULE FTS

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 LUGG 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 generally available Receipt and Delivery Points in the Field Zone in quantities consistent with Customer's Rate Zone Capacity in such zone.
- (d) Description of Rate: Negotiated Rate X Discounted Rate
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 MDQ shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields the base daily Reservation and Usage Charges shown below. 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 also pay any applicable Tariff charges, fees, penalties, surcharges and assessments.

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

Base daily Reservation Charge: \$0.0531 per Dth
Usage Charge: \$0.0030 per Dth

Effective Date: August 1, 2019

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

- (e) Term of Rate: Begin Date(s): January 1, 2019
End Date(s): The end of the day on July 31, 2024

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FOR RATE SCHEDULE FTS

EXHIBIT B
(continued)

- (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 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

By: *Tina Faraca*
Name: Tina Faraca (Dec 24, 2019)

Title: _____

Date: _____

BD
bd

MCS
MCS

ST
ST

CENTERPOINT ENERGY SERVICES, INC.

By: _____

Name: _____

Title: _____

Date: _____

EFFECTIVE JANUARY 1, 2019, SUPERSEDES EXHIBIT B EFFECTIVE MAY 15, 2015.

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.20, Version 0.0.1

Effective January 1, 2019

CenterPoint Energy Services, Inc. TSA No. 4098 (RS FTS)

Option Code "A"

SUPERSEDING
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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 CenterPoint Energy Services, Inc., 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 January 5, 2008, as amended and restated effective January 1, 2019, subject to FERC approval

Primary Term End Date: Term A: March 31, 2021
Term B: October 31, 2027

Evergreen/Term Extension? Yes

Term A of this Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending March 31, 2021; 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.

Term B of this Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending October 31, 2027; 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): Term A: 10,000 Dth/D
Term B: 10,000 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

CenterPoint Energy Services, Inc.
Attn: Blake Bastien
13205 Manchester Rd., Suite 200
St. Louis, MO 63131
Phone: 314-986-6893
Email: blake.bastien@centerpointenergy.com

SUPERSEDING
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FOR RATE SCHEDULE FTS
(continued)

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

By: [Signature]
Name: _____
Title: _____
Date: _____

BD
bd

MCS
MCS

ST
ST

JF
TF

CENTERPOINT ENERGY SERVICES, INC.

By: [Signature]
Name: _____
Title: _____
Date: _____

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

GENERAL TERMS AND CONDITION

- 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

GENERAL TERMS AND CONDITION
(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, Exhibits A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) Effective January 1, 2019, this Agreement supersedes and cancels Contract #4098, as in effect pursuant to an amendment dated September 12, 2013 between the parties hereto.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

Term A:

Effective Date: January 1, 2019 – October 31, 2019

Primary Path

From: NGPL @ SHATTUC/CLINTON #805588

To: WRB REFINING LP #805514

Effective Date: November 1, 2019

Primary Path

From: TRUNKLINE GAS RECEIPT #12817

To: WRB REFINING LP #805514

Term B:

Effective Date: January 1, 2019 – December 31, 2019

Primary Path

From: NGPL @ SHATTUC/CLINTON #805588

To: WRB REFINING LP #805514

Effective Date: January 1, 2020

Primary Path

From: TRUNKLINE GAS RECEIPT #12817

To: WRB REFINING LP #805514

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.

Rate Zone Capacities

Market

Term A: 10,000 Dth/D

Term B: 10,000 Dth/D

Term A:

Effective Date: January 1, 2019 – October 31, 2019

Primary Receipt Point(s)	Maximum Quantity (Dth/D)*
NGPL @ SHATTUC/CLINTON #805588	10,000 Dth/D

Primary Delivery Point(s)	Maximum Quantity (Dth/D)*
WRB REFINING LP #805514	10,000 Dth/D

Effective Date: November 1, 2019

Primary Receipt Point(s)	Maximum Quantity (Dth/D)*
TRUNKLINE GAS RECEIPT #12817	10,000 Dth/D

Primary Delivery Point(s)	Maximum Quantity (Dth/D)*
WRB REFINING LP #805514	10,000 Dth/D

Term B:

Effective Date: January 1, 2019 – December 31, 2020

Primary Receipt Point(s)	Maximum Quantity (Dth/D)*
NGPL @ SHATTUC/CLINTON #805588	10,000 Dth/D

Primary Delivery Point(s)	Maximum Quantity (Dth/D)*
WRB REFINING LP #805514	5,000 Dth/D

ALTON STEEL #805503	5,000 Dth/D
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Effective Date: January 1, 2020

Primary Receipt Point(s)	Maximum Quantity (Dth/D)*
NGPL @ SHATTUC/CLINTON #805588	5,000 Dth/D

Primary Delivery Point(s)	Maximum Quantity (Dth/D)*
WRB REFINING LP #805514	5,000 Dth/D

TRUNKLINE GAS RECEIPT #12817	5,000 Dth/D
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ALTON STEEL #805503	5,000 Dth/D
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SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A
(continued)

* 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: [Signature]
Name: _____
Title: _____
Date: _____

BD
bd

MCS
MCS

ST
ST

JF
TF

CENTERPOINT ENERGY SERVICES, INC.

By: [Signature]
Name: _____
Title: _____
Date: _____

EFFECTIVE JANUARY 1, 2019, SUPERSEDES EXHIBIT A EFFECTIVE SEPTEMBER 12, 2013 AND NOVEMBER 1, 2019.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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 generally available Receipt and Delivery Points in the Market Zone in quantities consistent with Customer's Rate Zone Capacity in such zone.
- (d) **Description of Rate:** Negotiated Rate X Discounted Rate
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 MDQ shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields the base daily Reservation and Usage Charges shown below. 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 also pay any applicable Tariff charges, fees, penalties, surcharges and assessments.

Base daily reservation rates:

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

Market Zone:

Base daily Reservation Charge: \$0.1376 per Dth

Usage Charge: \$0.0085 per Dth

Effective Date: August 1, 2019

Market Zone:

Base daily Reservation Charge: \$0.2119 per Dth

Usage Charge: \$0.0098 per Dth

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT B
(continued)

- (e) Term of Rate: Begin Date(s): January 1, 2019
End Date(s): The end of the day on July 31, 2024 (Maximum applicable rates apply after End Date, as provided in Section 4 of this Agreement)
- (f) Authorized Overrun:
Unless MRT agrees otherwise, the rate for any authorized overrun quantities shall be 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 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

By: [Signature]
Name: _____
Title: _____
Date: _____

BD
td

MCS
MCS

ST
ST

JF
TF

CENTERPOINT ENERGY SERVICES, INC

By: [Signature]
Name: _____
Title: _____
Date: _____

EFFECTIVE JANUARY 1, 2019.

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.26, Version 1.0.1

Effective November 1, 2020

Symmetry Energy Solutions, LLC. TSA No. 6129 (RS FTS)

Option Code "A"

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 CenterPoint Energy Services, Inc., 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: January 1, 2020, subject to FERC approval

Primary Term End Date: The end of Day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2020 and shall continue for a primary term ending July 31, 2024; 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): 30,321 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

CenterPoint Energy Services, Inc.

Attn: Blake Bastien

13205 Manchester Rd., Suite 200

St. Louis, MO 63131

Phone: 314-986-6893

Email: blake.bastien@centerpointenergy.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

By: Steven G. Tramonte

By: Steven G. Tramonte (Dec 24, 2019)

Name: _____

Title: _____

Date: _____

BD
bd

MCS
MCS

CENTERPOINT ENERGY SERVICES, INC.

By: _____

Name: _____

Title: _____

Date: _____

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 LUG.
- 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 LUG 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 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

TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

GENERAL TERMS AND CONDITIONS
(continued)

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 A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) 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.
- 15) This Agreement supersedes and cancels the following Service Agreements between Customer and MRT in full, and consolidates the capacity under such agreements hereunder: Contract #4003; Contract #1177; Contract #8063; Contract #5829; Contract #5802; Contract #5712; and Contract #5650. This Agreement also supersedes and cancels Contract #4098 between Customer and MRT in part and consolidates 10,000 Dth/D of the MDQ thereunder under this Agreement.
- 16) Pursuant to Section 5.1, Rate Schedule NNT, in order to address market risks resulting from bypass of Customer by its firm customer(s), the parties agree to the following MDQ reduction provisions. Customer has provided MRT information that evidences the end user load associated with this Agreement ("Customer Information"). Beginning no earlier than November 1, 2020 and continuing through July 31, 2024, Customer shall have the option to reduce the MDQ of this Agreement based upon verifiable load loss of some or all of the end user load listed in the Customer Information to gas on gas competition or bypass upon two (2) months advance notice. Reductions shall be effective the first calendar day of the month following the two-month notification period. The maximum annual MDQ reduction shall be based on the following schedule:
 - For the period November 1, 2020 through October 31, 2021 ("Period 2"), the maximum annual reduction shall be 25% of the lowest MDQ in effect during the period January 1, 2020 through October 31, 2020 ("Period 1"), taking into account capacity releases hereunder during such period;
 - For the period November 1, 2021 through October 31, 2022 ("Period 3"), the maximum annual reduction shall be 25% of the sum of the turnback quantity in Period 2 plus the lowest MDQ in effect during Period 2, taking into account capacity releases hereunder during such period;
 - For the period November 1, 2022 through October 31, 2023 ("Period 4"), the maximum annual reduction shall be 25% of the sum of the turnback quantity in Period 2 plus the turnback quantity in Period 3 plus the lowest MDQ in effect during Period 3, taking into account capacity releases hereunder during such period; and

TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

GENERAL TERMS AND CONDITIONS
(continued)

- For the period November 1, 2023 through July 31, 2024, the maximum annual reduction shall be 25% of the sum of the turnback quantity in Period 2 plus the turnback quantity in Period 3 plus the turnback quantity in Period 4 plus the lowest MDQ in effect during Period 4, taking into account capacity releases hereunder during such period.

Unless MRT agrees otherwise, MDQ reductions hereunder shall be effectuated by reducing each Rate Zone Capacity, Line Capacity, Line Priority, and Maximum Quantity for Receipt and Delivery Points (individually or collectively, the "Contract Limitation(s)") based on the ratio that Customer's Contract Limitation(s) as they existed prior to the reduction bears to Customer's total MDQ under this Agreement.

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

From: WASKOM - EGT #808527

To: WRB REFINING LP #805514

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 923 Dth/D

On any given day, the customer is entitled to the greater of 923 Dth or .9049% of available West Line capacity.

Rate Zone Capacities

Field	4,838 Dth/D
Market	29,224 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>
DUKE @ PERRYVILLE #12745	362 Dth/D	ARNOLD MUFFLER #90178	20 Dth/D
EASTRANS DCP CARTH MRT #808641	377 Dth/D	BIG RIVER ZINC #90125	25 Dth/D
GLENDALE - EGT MKT RCPT #808654	10,984 Dth/D	CERC AGGREGATE MARKET #805546	375 Dth/D
GULF SOUTH PERRYVILLE #808760	3,271 Dth/D	CERRO FLOW PRODUCTS #805501	200 Dth/D
NGPL @ SHATTUC/CLINTON #805588	2,411 Dth/D	PECO FOODS CORNING #90965	500 Dth/D
PERRYVILLE DISP - EGT #12993	282 Dth/D	PECO FOODS POCAHONTAS S #808771	2,000 Dth/D
SLIGO #90386	112 Dth/D	SOLUTIA KRUMMRICH #805519	1,800 Dth/D
TGT BOARDWALK #90722	1,354 Dth/D	SPIRE MO AGGREGATE #805526	12,530 Dth/D
TRUNKLINE GAS RECEIPT #12817	9,646 Dth/D	WRB REFINING LP #805514	11,774 Dth/D
WASKOM - EGT #808527	434 Dth/D	GLENDALE EGT FLD DLVY #805819	9 Dth/D
STORAGE #805607	4,838 Dth/D		

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A
(continued)

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

By: Steven G. Tramonte
Steven G. Tramonte (Oct 30, 2020 15:27 CDT)

Name: Steven G. Tramonte

Title: VP, Commercial Transportation & Storage

Date: October 30, 2020

RMD
RMD

MCS
MCS

SYMMETRY ENERGY SOLUTIONS, LLC

By: Jeff Wiese

Name: Jeff Wiese

Title: Vice President

Date: October 30, 2020

EFFECTIVE November 1, 2020, SUPERSEDES EXHIBIT A EFFECTIVE January 1, 2020.

TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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 LUGF 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 generally available Receipt and Delivery Points in the Field and Market Zones in quantities consistent with Customer's Rate Zone Capacities in each zone.
- (d) Description of Rate: Negotiated Rate X Discounted Rate
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 Rate Zone Capacities shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields the base daily Reservation and Usage Charges shown below. 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 also pay any applicable Tariff charges, fees, penalties, surcharges and assessments.
- Market Zone:
- | | |
|--------------------------------|------------------|
| Base daily Reservation Charge: | \$0.2119 per Dth |
| Usage Charge: | \$0.0098 per Dth |
- Field Zone:
- | | |
|--------------------------------|------------------|
| Base daily Reservation Charge: | \$0.0698 per Dth |
| Usage Charge: | \$0.0031 per Dth |
- (e) Term of Rate: Begin Date(s): January 1, 2020
 End Date(s): The end of the day on July 31, 2024

TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT B
(continued)

- (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 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

By: Steven G. Tramonte
 Name: Steven G. Tramonte (Dec 24, 2019)
 Title: _____
 Date: _____

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MCS

CENTERPOINT ENERGY SERVICES, INC.

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

EFFECTIVE JANUARY 1, 2020.

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.29, Version 0.0.1

Effective January 1, 2019

Mississippi Lime Company TSA No. 181 (RS FTS)

Option Code "A"

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.

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending July 31, 2024; 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.

Maximum Daily Quantity (MDQ): 4,515 Dth/D January 1, 2019 – July 31, 2019 ("Period 1")
3,340 Dth/D August 1, 2019 – July 31, 2024 ("Period 2")

Rate Zone Capacities: See Exhibit A

See Exhibit A

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.

For Notices to Customer:
Mississippi Lime Company
Attn: Arthur J. Henken
3870 S. Lindbergh Blvd., Suite 200
St. Louis, MO 63127
Telephone: 314-543-8300

Contract # 181

**SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(continued)**

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

By: Tina V. Faraca
Name: Tina V. Faraca
Title: Chief Commercial Officer
Date: _____

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MISSISSIPPI LIME COMPANY

By: Arthur J. Henken
Name: ARTHUR J. HENKEN
Title: VP & CFO
Date: 12/19/19

**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

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

GENERAL TERMS AND CONDITIONS
(continued)

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 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 A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) This Agreement supersedes and cancels Contract #181 as effective January 1, 2019 and August 1, 2019 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 all of the capacity previously committed under this Agreement.
- 16) Pursuant to Section 15.3, GT&C of MRT's Tariff, the parties agree that for the Period 2 MDQ listed in Section 2, Quantities above, 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.

Contract # 181

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

Period 1

Primary Path

From: Waskom - EGT #808527
Trunkline Gas Receipt #12817

To: Mississippi Lime #805507

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 464 Dth/D

On any given day, the customer is entitled to the greater of 464 Dth or .46% of available West Line capacity.

Rate Zone Capacities

Field	2,519 Dth/D
Market	4,515 Dth/D

Primary Receipt Point(s)	Maximum Quantity (Dth/D)*	Primary Delivery Point(s)	Maximum Quantity (Dth/D)*
Trunkline Gas Receipt #12817	1,162	Mississippi Lime #805507	4,515
SLIGO #90386	223		
NGPL @ Shattuc/Clinton #805588	13		
Waskom - EGT #808527	128		
EASTRANS DCP CARTH MRT #808641	113		
Glendale - EGT Mkt Rcpt #808654	821		
Gulf South Perryville #808760	2,055		
Storage #805607	2,177		

* 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: Tina V. Faraca (Dec 24, 2019)

Name: Tina V. Faraca
Title: Chief Commercial Officer
Date: _____

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MCS

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MISSISSIPPI LIME COMPANY

By: _____

Name: ARTHUR J. HENKEN
Title: VP & CFO
Date: 12/19/19

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

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

Contract # 181

EXHIBIT A

Period 2

Primary Path

From: Waskom - EGT #808527

To: Mississippi Lime #805507

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 464 Dth/D

On any given day, the customer is entitled to the greater of 464 Dth or .46% of available West Line capacity.

Rate Zone Capacities

Field	2,519 Dth/D
Market	3,340 Dth/D

Primary Receipt Point(s)	Maximum Quantity (Dth/D)*	Primary Delivery Point(s)	Maximum Quantity (Dth/D)*
Silgo #90386	223	Mississippi Lime #805507	3,340
Waskom - EGT #808527	128		
EASTRANS DCP CARTH MRT #808841	113		
Glendale - EGT MKT RCPT #808854	821		
Gulf South Perryville #808760	2,055		
Storage #805607	2,177		

* 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: Tina V. Faraca
Name: Tina V. Faraca

Title: Chief Commercial Officer

Date: _____

MISSISSIPPI LIME COMPANY

By: Arthur J. Henken
Name: Arthur J. Henken

Title: V.P. & CFO

Date: 12/19/19

EFFECTIVE AUGUST 1, 2019, SUPERSEDES EXHIBIT A EFFECTIVE AUGUST 1, 2019

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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 LUG 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 those specified on Exhibit A as in effect on the date hereof.
- (d) **Description of Rate:** Negotiated Rate X Discounted Rate _____ (Check one)
For the period January 1, 2019 through July 31, 2019, 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 on Exhibit A, Period 1, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.1376 per Dth for the Market Zone with a Usage Charge of \$0.0085 per Dth and a base daily Reservation Charge of \$0.0531 per Dth for the Field Zone with a Usage Charge of \$0.0030 per Dth.

For the period beginning August 1, 2019 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, Period 2, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.2119 per Dth for the Market Zone with a Usage Charge of \$0.0098 per Dth and a base daily Reservation Charge of \$0.0698 per Dth for the Field Zone with a Usage Charge of \$0.0031. However, if the Commission approves a maximum daily Reservation Charge for Market Zone FTS service in FERC Docket No. RP20-131 that is below \$0.2119/Dth, then effective the first day of the month following the effective date of such Commission ruling, Customer shall pay the Commission-approved maximum lawful Reservation Charge for FTS Market Zone service.

Consistent with the foregoing, 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 also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.

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

- (e) **Term of Rate:** Begin Date(s): January 1, 2019
End Date(s): The end of the day on July 31, 2024
- (f) **Authorized Overrun:** Any authorized overrun quantities shall be at the applicable 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 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

By: Tina Faraca
Name: Tina V. Faraca
Title: Chief Commercial Officer
Date: _____

BD

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MISSISSIPPI LIME COMPANY

By: Arthur J. Henken
Name: ARTHUR J. HENKEN
Title: VP & CFO
Date: 12/19/19

EFFECTIVE JANUARY 1, 2019

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.30, Version 0.0.1

Effective January 1, 2019

Mississippi Lime Company TSA No. 494 (RS FSS)

Option Code "A"

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

This STORAGE SERVICE AGREEMENT, hereinafter referred to as "Agreement," made and entered into by and between Enable Mississippi River Transmission, LLC, a Delaware limited liability company, hereinafter called "MRT," and Mississippi Lime Company, a Delaware corporation, hereinafter called "Customer."

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

1) TERM

Effective Date: Originally November 1, 1993, as amended and restated January 1, 2019, subject to FERC approval

Primary Term End Date: The end of the day on May 15, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending May 15, 2024; 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 Stored Quantity (MSQ): 125,000 Dth
(Based on a heat content of 1,020 Btu per Cubic Foot)

Maximum Daily Withdrawal Quantity (MDWQ): 2,177 Dth

3) RATE

Service hereunder shall be provided pursuant to Rate Schedule FSS. 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 A, or other format provided for in MRT's Tariff, in effect during the term of this Agreement or in a capacity release award.

4) ADDRESSES:

For Notices to Customer:
Mississippi Lime Company
Attn: Arthur J. Henken
3870 S. Lindbergh Blvd., Suite 200
St. Louis, MO 63127
Telephone: 314-543-6300

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

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS
(continued)

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

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC BD
Tina Faraca
By: Tina Faraca (Dec 24, 2019)
Name: Tina V. Faraca MCS
Title: Chief Commercial Officer
Date: ST

MISSISSIPPI LIME COMPANY
Arthur J. Henken
By: Arthur J. Henken
Name: ARTHUR J. HENKEN
Title: VP & CFO
Date: 12/19/19

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

GENERAL TERMS AND CONDITIONS

- 1) Upon termination hereof for whatever reason, Customer agrees to stop delivering gas to MRT for storage 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, as 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 (including withdrawal of stored quantities) 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' written notice to Customer, may suspend further injections and/or withdrawals 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 injections and/or withdrawals of gas on behalf of Customer.
- 4) Service hereunder shall be provided pursuant to Rate Schedule FSS 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 set forth in MRT's Tariff, as on file and in effect from time to time, and such provisions are incorporated herein by this reference. Any curtailment of storage service hereunder shall be in accordance with the priorities set out in the GT&C. To the extent not inconsistent with effective law, MRT shall have the right to determine the priority and/or scheduling of the storage service under this Agreement and to revise the priority and/or scheduling of this storage 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) 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 Schedule FSS 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 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.

**SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS**

**GENERAL TERMS AND CONDITIONS
(continued)**

- 8) 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.
- 9) 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.
- 10) 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.
- 11) For service at rates other than MRT's applicable maximum Tariff rates, Exhibit A attached hereto is incorporated into this Agreement in its entirety.
- 12) Effective January 1, 2019, this Agreement supersedes and cancels Storage Service Agreement No. 494, as effective June 1, 2014 between the parties hereto.
- 13) Pursuant to Section 15.8, GT&C of MRT's Tariff, the parties have agreed to an extension of the term with respect to all of the capacity previously committed under this Agreement.
- 14) 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.

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

EXHIBIT A

Customer agrees to pay the rates specified on this Exhibit A 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 specified above, the storage rates and charges as defined below for the specified services provided under the Agreement only apply to the quantities and/or time periods described herein. 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 shall pay any applicable charges, penalties, surcharges, fees, taxes, assessments 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 A 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 earlier than the end of the month following the month in which such termination notice is received.
- (c) **Description of Rate:** Negotiated Rate X Discounted Rate (Check one)

MRT shall bill and Customer shall pay the following rates for service under the Agreement up to the applicable contract limitations (as in effect on the Begin Date of this Exhibit A):

January 1, 2019 - July 31, 2019
Deliverability Charge of \$1.2586 per month;
Capacity Charge of \$0.2788 annually; and
Injection/Withdrawal Rates of \$0.0163 per Dth.

August 1, 2019 - May 15, 2024
Deliverability Charge of \$1.6368 per month;
Capacity Charge of \$0.3695 annually; and
Injection/Withdrawal Rates of \$0.0221 per Dth.

The specified rates are not subject to refund or reduction if in excess of the maximum, or increased if less than the minimum, otherwise allowed.

- (d) **Term of Rate:** Begin Date(s): January 1, 2019
End Date(s): May 15, 2024
- (e) **Authorized Overrun:** Any authorized overrun quantities shall be at the applicable maximum Tariff rate.

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

(f) Rate-Related Provisions:

- (i) Consideration for Rate Granted: MRT agrees to the rates specified in this Exhibit A 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 A 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 General Terms and Conditions 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, it will have the right to immediately terminate or modify any provisions of this Exhibit A that would allow Customer to pay amounts less than the maximum applicable tariff rate.
- (ii) Regulatory Authority: This Exhibit A is subject to Section 30 of the GT&C of MRT's Tariff. MRT and Customer hereby acknowledge that this Exhibit A 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 Exhibit A 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 that is inconsistent with the terms of this Exhibit A, or (2) conditions or prohibits the granting of selective discounts or other rates specified in paragraph (c) of this Exhibit A, 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 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

BD

By: Tina Faraca (Dec 24, 2019)

Tid

MCS

Name: Tina V. Faraca

MCS

Title: Chief Commercial Officer

ST

Date: _____

ST

MISSISSIPPI LIME COMPANY

By: Arthur J. HenkenName: ARTHUR J. HENKENTitle: VP + CFODate: 12/19/19

EFFECTIVE JANUARY 1, 2019

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.31, Version 0.0.1

Effective August 1, 2019

Mississippi Lime Company TSA No. 1038 (RS FTS)

Option Code "A"

SUPERSEDING
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 Mississippi Lime Company, 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 16, 1995, as amended and restated August 1, 2019, subject to FERC approval

Primary Term End Date: The end of the day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of August 1, 2019 and shall continue for a primary term ending July 31, 2024; 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): 605 Dth/D

Rate Zone Capacities: See Exhibit A

Such service by MRT shall be during the period from May 16 through November 15 only.

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

For Notices to Customer:
Mississippi Lime Company
Attn: Arthur J. Henken
3870 S. Lindbergh Blvd., Suite 200
St. Louis, MO 63127
Telephone: 314-543-6300

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(continued)

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 BD
Tina Faraca
 By: Tina Faraca (Dec 24, 2019) MCS
 Name: Tina V. Faraca MCS
 Title: Chief Commercial Officer ST
 Date: ST

MISSISSIPPI LIME COMPANY
 By: Arthur J. Henken
 Name: ARTHUR J. HENKEN
 Title: VP & CFO
 Date: 12/19/19

**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

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

GENERAL TERMS AND CONDITIONS
(continued)

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 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 A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) This Agreement supersedes and cancels Contract #1038 as effective May 16, 2015 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 all 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.

Contract # 1038

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

Primary Path

From: Glendale - EGT Fld Rcpt (#805547)

To: Storage (#805607)

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.

Rate Zone Capacity

Field 605 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)	605	Storage (#805607)	605

* 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: Tina V. Faraca
Name: Tina V. Faraca
Title: Chief Commercial Officer
Date: _____

BD

MCS

ST

MISSISSIPPI LIME COMPANY

By: Arthur J. Henken
Name: ARTHUR J. HENKEN
Title: VP + CEO
Date: 12/19/19

EFFECTIVE AUGUST 1, 2019, SUPERSEDES EXHIBIT A EFFECTIVE MAY 16, 2015

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

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 those specified on Exhibit A as in effect on the date hereof.
- (d) **Description of Rate:** Negotiated Rate X Discounted Rate _____ (Check one)
MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A as in effect on the date hereof, up to MDQ, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.0698 per Dth for the Field Zone and a Usage Charge of \$0.0031 per Dth.
- Consistent with the foregoing, 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 also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.
- (e) **Term of Rate:** Begin Date(s): August 1, 2019
End Date(s): The end of the day on July 31, 2024
- (f) **Authorized Overrun:** Any authorized overrun quantities shall be at the applicable maximum Tariff rate.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

(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 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


 Ed

By: Tina Faraca (Dec 24, 2019)

MCS
11.5Name: Tina V. Faraca
Title: Chief Commercial Officer

ST

Date: _____

MISSISSIPPI LIME COMPANY


 By:
Name: ARTHUR J. HENKEN
Title: VP & CFO

Date: 12/19/19

EFFECTIVE AUGUST 1, 2019

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.32, Version 0.0.1

Effective August 1, 2019

Mississippi Lime Company TSA No. 6114 (RS FTS)

Option Code "A"

**SUPERSEDING
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 Mississippi Lime Company, 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 August 1, 2019, as amended and restated August 1, 2019, subject to FERC approval

Primary Term End Date: The end of the day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of August 1, 2019 and shall continue for a primary term ending July 31, 2024; 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): 1,175 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

For Notices to Customer:
Mississippi Lime Company
Attn: Arthur J. Henken
3870 S. Lindbergh Blvd., Suite 200
St. Louis, MO 63127
Telephone: 314-543-6300

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(continued)

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

By: Tina V. Faraca (Dec 24, 2019)

Name: Tina V. Faraca

Title: Chief Commercial Officer

Date: _____

FD
no

MCS
MCS

ST
ST

MISSISSIPPI LIME COMPANY

By: _____

Name: ARTHUR J. HENKEN

Title: VP & CFO

Date: 12/19/19

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

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

**GENERAL TERMS AND CONDITIONS
(continued)**

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 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 A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) This Agreement supersedes and cancels Contract #6114 as effective August 1, 2019 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 all 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.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

Primary Path

From: TGT Boardwalk (#90722)

To: Mississippi Lime (#805507)

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.

Rate Zone Capacity

Market 1,175 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>
TGT Boardwalk (#90722)	1,175	Mississippi Lime (#805507)	1,175

* 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: Tina Faraca (Dec 24, 2019)

MCS

Name: Tina V. Faraca

Title: Chief Commercial Officer

Date:

ST

MISSISSIPPI LIME COMPANY

By:

Name: ARTHUR J. HENIKEN

Title: VP & CFO

Date: 12/19/19

EFFECTIVE AUGUST 1, 2019, SUPERSEDES EXHIBIT A EFFECTIVE AUGUST 1, 2019

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 LUGF 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 those specified on Exhibit A as in effect on the date hereof.
- (d) Description of Rate: Negotiated Rate X Discounted Rate _____ (Check one)

For the period beginning August 1, 2019 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A as in effect on the date hereof, up to MDQ, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.2119 per Dth and a Usage Charge of \$0.0098 per Dth. However, if the Commission approves a maximum daily Reservation Charge for Market Zone FTS service in FERC Docket No. RP20-131 that is below \$0.2119/Dth, then effective the first day of the month following the effective date of such Commission ruling, Customer shall pay the Commission-approved maximum lawful Reservation Charge for FTS Market Zone service.

Consistent with the foregoing, 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 also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.

- (e) **Term of Rate:** **Begin Date(s):** August 1, 2019
End Date(s): The end of the day on July 31, 2024
- (f) **Authorized Overrun:** Any authorized overrun quantities shall be at the applicable maximum Tariff rate.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

(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 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


 [Signature]

By: Tina Faraca (Dec 24, 2019)

MCS

Name: Tina V. Faraca

Title: Chief Commercial Officer

ST

Date:

MISSISSIPPI LIME COMPANY


 [Signature]

By:

Name: ARTHUR J. HENKEN

Title: VP & CFO

Date: 12/19/19

EFFECTIVE AUGUST 1, 2019

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.33, Version 0.0.1

Effective January 1, 2019

City of Chester, Illinois TSA No. 297 (RS FTS)

Option Code "A"

SUPERSEDING
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 City of Chester, Illinois, an Illinois municipal 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 November 1, 1993, as amended and restated January 1, 2019, subject to FERC approval

Primary Term End Date: The end of the day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending July 31, 2024; 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): 1,177 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

For Notices and Invoices to Customer:
City of Chester, Illinois
Attn: Bethany Berner
1330 Swanwick St.
Chester, IL 62233
Email: cityhall@powrup.net

Contract # 297

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(continued)

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



~~Tina V. Faraca (Dec 19, 2019)~~

Name: Tina V. Faraca

Title: Chief Commercial Officer

Date:

ST



MCS



ST

CITY OF CHESTER, ILLINOIS

By: 

Name: Tom Page

Title: Mayor

Date: 12/16/2019

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

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

GENERAL TERMS AND CONDITIONS
(continued)

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 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 A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) This Agreement supersedes and cancels Contract # 297 as effective January 1, 2019 and August 1, 2019 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.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

Primary Paths

January 1, 2019 – July 31, 2019:

From: Glendale – EGT MKT RCPT (#808654)
NGPL @ Shattuc/Clinton (#805588)

To: City of Chester (#90217)

August 1, 2019 – July 31, 2024:

From: Glendale – EGT MKT RCPT (#808654)

To: City of Chester (#90217)

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.

Rate Zone Capacity

Market 1,177 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>
January 1, 2019 – July 31, 2019:			
Glendale – EGT MKT RCPT (#808654)	306	City of Chester (#90217)	1,177
NGPL @ Shattuc/Clinton (#805588)	871		
August 1, 2019 – July 31, 2024:			
Glendale – EGT MKT RCPT (#808654)	306	City of Chester (#90217)	1,177
TGT Boardwalk (#90722)	871		

* 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

Tina V. Faraca

Tina V. Faraca (Dec 19, 2019)

Name: Tina V. Faraca
Title: Chief Commercial Officer
Date: *ST*

CITY OF CHESTER, ILLINOIS

By: *Tom Page*

Name: Tom Page
Title: Mayor
Date: 12/16/2019

EFFECTIVE JANUARY 1, 2019, SUPERSEDES EXHIBIT A EFFECTIVE JANUARY 1, 2019 AND AUGUST 1, 2019

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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 LUG 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 those specified on Exhibit A as in effect on the date hereof.
- (d) **Description of Rate:** Negotiated Rate X Discounted Rate (Check one)
For the period January 1, 2019 through July 31, 2019, 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 on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.1376 per Dth for the Market Zone with a Usage Charge of \$0.0085 per Dth.

For the period beginning August 1, 2019 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.2119 per Dth for the Market Zone with a Usage Charge of \$0.0098 per Dth.

Consistent with the foregoing, 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 also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.

- (e) **Term of Rate:** Begin Date(s): January 1, 2019
End Date(s): The end of the day on July 31, 2024

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT B
(continued)

- (f) Authorized Overrun:
Any authorized overrun quantities shall be at the applicable 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 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

CITY OF CHESTER, ILLINOIS

Tina V. Faraca

Tom Page

By: Tina V. Faraca (Dec 19, 2019)

By: _____

Name: Tina V. Faraca

Name: Tom Page

Title: Chief Commercial Officer

Title: Mayor

Date: _____

Date: 12/18/2019

EFFECTIVE JANUARY 1, 2019

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.34, Version 1.0.1

Effective June 1, 2021

City of Chester TSA No. 452 (RS SCT)

Option Code "A"

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

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 City of Chester, Illinois, a municipal 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 November 1, 1993, as amended and restated June 1, 2021, subject to FERC approval

Primary Term End Date: The end of the day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of June 1, 2021 and shall continue for a primary term ending July 31, 2024; 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): 3,452 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 SCT. 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

For Notices and Bills to Customer
City of Chester, Illinois
Attn: City Clerk
1330 Swanwick Street
Chester, IL 62233
Email: cityhall@powrup.com

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT
(continued)

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

CITY OF CHESTER, ILLINOIS

By: Steven G. Tramonte
Steven G. Tramonte (May 25, 2021 12:59 CDT)
Name: Steven G. Tramonte
Title: VP, Commercial Transportation & Storage
Date: May 25, 2021

By: [Signature]
Name: Tom Page
Title: Mayor
Date: 5/24/21

MCS
MCS

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

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 SCT 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.

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

GENERAL TERMS AND CONDITIONS
(continued)

- 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 Schedule 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 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 A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) This Agreement amends and restates the Superseding Amended and Restated Service Agreement originally effective November 1, 1993, 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.

**AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT**

EXHIBIT A

Primary Paths

From: WASKOM - EGT (#808527)
TRUNKLINE GAS RECEIPT (#12817)

To: CITY OF CHESTER (#90217)

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 391 Dth/D

On any given day, the customer is entitled to the greater of 391 Dth or .38% of available West Line capacity.

Rate Zone Capacities

Field	1,770 Dth/D
Market	3,452 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>
TRUNKLINE GAS RECEIPT (#12817)	550	CITY OF CHESTER (#90217)	3,452
NGPL @ SHATTUC/CLINTON (#805588)	441		
GLENDAL - EGT MKT RCPT (#808654)	691		
SLIGO (#90386)	188		
GULF SOUTH PERRYVILLE (#808760)	1,379		
WASKOM - EGT (#808527)	203		
STORAGE (#805607)	1,742		

* 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: Steven G. Tramonte
Steven G. Tramonte (May 25, 2021 12:59:02)
 Name: Steven G. Tramonte
 Title: VP. Commercial Transportation & Storage
 Date: May 25, 2021

CITY OF CHESTER, ILLINOIS

By: [Signature]
 Name: Tom Page
 Title: Mayor
 Date: 5/24/21

MCS
MCS

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

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

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 those specified on Exhibit A as in effect on the date hereof.
- (d) **Description of Rate:** Negotiated Rate X Discounted Rate _____ (Check one)
For the period beginning June 1, 2021 through December 31, 2021, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a Usage Charge of \$0.4337 per Dth for the Market Zone and \$0.1426 per Dth for the Field Zone.

For the period beginning January 1, 2022 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a Usage Charge of \$0.5027 per Dth for the Market Zone and \$0.1653 per Dth for the Field Zone.

Consistent with the foregoing, Customer shall also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.
- (e) **Term of Rate:** Begin Date(s): June 1, 2021
End Date(s): The end of the day on July 31, 2024
- (f) **Authorized Overrun:** Any authorized overrun quantities shall be at the applicable maximum Tariff rate.

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

EXHIBIT B
(continued)

(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 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

CITY OF CHESTER, ILLINOIS

By: Steven G. Tramonte
Steven G. Tramonte May 25, 2021 11:27:50 AM
 Name: Steven G. Tramonte
 Title: VP. Commercial Transportation & Storage
 Date: May 25, 2021

By: [Signature]
 Name: Tom Page
 Title: Mayor
 Date: 5/24/21

MCS
MCS

EFFECTIVE JUNE 1, 2021, SUPERSEDES EXHIBIT B EFFECTIVE JANUARY 1, 2019

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.35, Version 0.0.1

Effective January 1, 2019

City of Chester, Illinois TSA No. 507 (RS FSS)

Option Code "A"

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

This STORAGE SERVICE AGREEMENT, hereinafter referred to as "Agreement," made and entered into by and between Enable Mississippi River Transmission, LLC, a Delaware limited liability company, hereinafter called "MRT," and City of Chester, Illinois, a municipal corporation, hereinafter called "Customer."

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

1) TERM

Effective Date: Originally November 1, 1993, as amended and restated January 1, 2019, subject to FERC approval

Primary Term End Date: The end of the day on May 15, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending May 15, 2024; 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 Stored Quantity (MSQ): 100,000 Dth
(Based on a heat content of 1,020 Btu per Cubic Foot)

Maximum Daily Withdrawal Quantity (MDWQ): 1,742 Dth

3) RATE

Service hereunder shall be provided pursuant to Rate Schedule FSS. 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 A, or other format provided for in MRT's Tariff, in effect during the term of this Agreement or in a capacity release award.

4) ADDRESSES:

For Notices and Invoices to Customer:
City of Chester, Illinois
Attn: Bethany Berner
1330 Swanwick St.
Chester, IL 62233
Email: cityhall@powrup.net

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

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS
(continued)

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

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

CITY OF CHESTER, ILLINOIS

Tina Faraca

By: Tina Faraca (Dec 19, 2019)

Name: Tina V. Faraca

Title: Chief Commercial Officer

Date: _____

MCS
MCS

ST
ST

By: [Signature]

Name: Tom Page

Title: Mayor

Date: 12/16/19

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

GENERAL TERMS AND CONDITIONS

- 1) Upon termination hereof for whatever reason, Customer agrees to stop delivering gas to MRT for storage 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, as 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 (including withdrawal of stored quantities) 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' written notice to Customer, may suspend further injections and/or withdrawals 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 injections and/or withdrawals of gas on behalf of Customer.
- 4) Service hereunder shall be provided pursuant to Rate Schedule FSS 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 set forth in MRT's Tariff, as on file and in effect from time to time, and such provisions are incorporated herein by this reference. Any curtailment of storage service hereunder shall be in accordance with the priorities set out in the GT&C. To the extent not inconsistent with effective law, MRT shall have the right to determine the priority and/or scheduling of the storage service under this Agreement and to revise the priority and/or scheduling of this storage 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) 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 Schedule FSS 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 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.

**SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS**

**GENERAL TERMS AND CONDITIONS
(continued)**

- 8) 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.
- 9) 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.
- 10) 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.
- 11) For service at rates other than MRT's applicable maximum Tariff rates, Exhibit A attached hereto is incorporated into this Agreement in its entirety.
- 12) Effective January 1, 2019, this Agreement supersedes and cancels Storage Service Agreement No. 507 as in effect pursuant to an amendment effective May 16, 2015 between the parties hereto.
- 13) Pursuant to Section 15.8, GT&C of MRT's Tariff, the parties have agreed to an extension of the term with respect to all of the capacity previously committed under this Agreement.
- 14) 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 in MRT's Tariff.

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

EXHIBIT A

Customer agrees to pay the rates specified on this Exhibit A 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 specified above, the storage rates and charges as defined below for the specified services provided under the Agreement only apply to the quantities and/or time periods described herein. 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 LUGF allowances or charges in such quantities or amounts as authorized from time to time by MRT's Tariff and shall pay any applicable charges, penalties, surcharges, fees, taxes, assessments 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 A 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 earlier than the end of the month following the month in which such termination notice is received.

(c) **Description of Rate:** Negotiated Rate X Discounted Rate (Check one)

MRT shall bill and Customer shall pay the following rates for service under the Agreement up to the applicable contract limitations (as in effect on the Begin Date of this Exhibit A):

January 1, 2019 - July 31, 2019
Deliverability Charge of \$1.2588 per month;
Capacity Charge of \$0.2788 annually; and
Injection/Withdrawal Rates of \$0.0163 per Dth.

August 1, 2019 - May 15, 2024
Deliverability Charge of \$1.6368 per month;
Capacity Charge of \$0.3695 annually; and
Injection/Withdrawal Rates of \$0.0221 per Dth.

The specified rates are not subject to refund or reduction if in excess of the maximum, or increased if less than the minimum, otherwise allowed.

(d) **Term of Rate:** Begin Date(s): January 1, 2019
End Date(s): May 15, 2024

(e) **Authorized Overrun:** Any authorized overrun quantities shall be at the applicable maximum Tariff rates.

(f) **Rate-Related Provisions:**

(i) **Consideration for Rate Granted:** MRT agrees to the rates specified in this Exhibit A 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 A 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 General Terms and Conditions of MRT's Tariff, and (2) capacity release credits) from rates, refunds or

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

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, it will have the right to immediately terminate or modify any provisions of this Exhibit A that would allow Customer to pay amounts less than the maximum applicable tariff rate.

- (ii) **Regulatory Authority:** This Exhibit A is subject to Section 30 of the GT&C of MRT's Tariff. MRT and Customer hereby acknowledge that this Exhibit A 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 Exhibit A 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 that is inconsistent with the terms of this Exhibit A, or (2) conditions or prohibits the granting of selective discounts or other rates specified in paragraph (c) of this Exhibit A, 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 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

CITY OF CHESTER, ILLINOIS

Tina Faraca
By: Faraca (Dec 19, 2019)
Name: Tina V. Faraca
Title: Chief Commercial Officer
Date: _____

By: [Signature]
Name: Tom Page
Title: Mayor
Date: 12/16/2019

ST
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EFFECTIVE JANUARY 1, 2019

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.36, Version 0.0.1

Effective January 1, 2019

City of Chester, Illinois TSA No. 1018 (RS FTS)

Option Code "A"

SUPERSEDING
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 City of Chester, Illinois, a municipal 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 16, 1995, as amended and restated January 1, 2019, subject to FERC approval

Primary Term End Date: The end of the day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending July 31, 2024; 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): 416 Dth/D

Rate Zone Capacities: See Exhibit A

Such service by MRT shall be during the period from May 16 through November 15 only.

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

For Notices and Invoices to Customer:

City of Chester, Illinois

Attn: Bethany Berner

1330 Swanwick St.

Chester, IL 62233

Email: cityhall@powrup.net

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(continued)

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

Tina V. Faraca
BY: Tina V. Faraca (Dec 19, 2019)
Name: Tina V. Faraca
Title: Chief Commercial Officer
Date: 12/19/2019
MCS
ST

CITY OF CHESTER, ILLINOIS

Tom Page
By: Tom Page
Name: Tom Page
Title: Mayor
Date: 12/19/2019

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

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

GENERAL TERMS AND CONDITIONS
(continued)

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 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 A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) Effective January 1, 2019, this Agreement supersedes and cancels Contract #1018 as in effect pursuant to an amendment effective November 16, 2017 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 all 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.

SUPERSEDING
AMENDED AND RESTATED
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FOR RATE SCHEDULE FTS

EXHIBIT A

Primary Path

From: Glendale - EGT FLD RCPT (Meter No. 805547) To: Storage (Meter No. 805607)

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.

Rate Zone Capacity
Field

416 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 (Meter No. 805547)	416	Storage (Meter No. 805607)	416

* 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.

Such service by MRT shall be offered during the time period from May 16 through November 15 only.

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

CITY OF CHESTER, ILLINOIS

By: Tina V. Faraca (Dec 19, 2019)By: Tom PageName: Tina V. FaracaName: Tom PageTitle: Chief Commercial OfficerTitle: MayorDate: 12/16/2019Date: 12/16/2019

EFFECTIVE JANUARY 1, 2019, SUPERSEDES EXHIBIT A EFFECTIVE NOVEMBER 16, 2017

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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 LUGF 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 those specified on Exhibit A as in effect on the date hereof.
- (d) **Description of Rate:** Negotiated Rate X Discounted Rate _____ (Check one)
For the period January 1, 2019 through July 31, 2019, 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 on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.0531 per Dth for the Field Zone with a Usage Charge of \$0.0030 per Dth.

For the period beginning August 1, 2019 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.0698 per Dth for the Field Zone with a Usage Charge of \$0.0031 per Dth.

Consistent with the foregoing, 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 also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.

- (e) **Term of Rate:** Begin Date(s): January 1, 2019
End Date(s): The end of the day on July 31, 2024

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT B
(continued)

(f) Authorized Overrun:
Any authorized overrun quantities shall be at the applicable 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 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

CITY OF CHESTER, ILLINOIS

Tina Faraca
By: Tina Faraca (Dec 19, 2019)

Name: Tina V. Faraca
Title: Chief Commercial Officer
Date: ST

By: *Tom Page*
Name: Tom Page
Title: Mayor
Date: 12/16/2019

EFFECTIVE JANUARY 1, 2019, SUPERSEDES EXHIBIT B EFFECTIVE NOVEMBER 16, 2017

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.37, Version 0.0.1

Effective January 1, 2019

City of Potosi TSA No. 296 (RS FTS)

Option Code "A"

**SUPERSEDING
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 City of Potosi, Missouri, a municipal 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 November 1, 1993, as amended and restated January 1, 2019, subject to FERC approval

Primary Term End Date: The end of the day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending July 31, 2024; 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): 1,208 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

Mayor
City of Potosi
121 East High St.
Potosi, MO 63664
Phone: 573.438.7553
Facsimile: 573.438.7008

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(continued)

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

BD
bdBy: Tina Faraca
Tina Faraca (Dec 22, 2019)MCS
MCS

Name: Tina V. Faraca

Title: Chief Commercial Officer

Date: ST
ST

CITY OF POTOSI, MISSOURI

By: Thomas R. DudleyName: Thomas R. DudleyTitle: MayerDate: 12.19.2019

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.

SUPERSEDING
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FOR RATE SCHEDULE FTS

GENERAL TERMS AND CONDITIONS
(continued)

in whole, to an entity affiliated with Customer. For firm contracts, MRT will only consent to assignment of the contract to 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 A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) This Agreement supersedes and cancels Contract #296 as effective January 1, 2019 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.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

Primary Path

From: Glendale – EGT FLD RCPT Meter #805547

To: City of Potosi Meter #90240

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.

Rate Zone Capacities

Field 358 Dth/D
Market 1,208 Dth/d

Primary Receipt Point(s)	Maximum Quantity (Dth/D)*	Primary Delivery Point(s)	Maximum Quantity (Dth/D)*
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January 1, 2019 – July 31, 2019:

Glendale – EGT FLD RCPT Meter #805547	358	City of Potosi Meter #90240	1,208
Trunkline Gas Receipt Meter #12817	525		
NGPL @ Shattuc/Clinton Meter #805588	325		

August 1, 2019 – July 31, 2024:

Glendale – EGT FLD RCPT Meter #805547	358	City of Potosi Meter #90240	1,208
TGT Boardwalk Meter #90722	850		

* 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: Tina Faraca (Dec 22, 2019)

Name: Tina V. Faraca
Title: Chief Commercial Officer
Date: _____

BD

MCS

ST

CITY OF POTOSI, MISSOURI

By: Thomas R. Dudley
Name: Thomas R. Dudley
Title: Mayer
Date: 12.19.2019

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

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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 those specified on Exhibit A as in effect on the date hereof.
- (d) **Description of Rate:** Negotiated Rate X Discounted Rate (Check one)
For the period January 1, 2019 through July 31, 2019, 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 on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.1376 per Dth for the Market Zone with a Usage Charge of \$0.0085 per Dth and a base daily Reservation Charge of \$0.0531 per Dth for the Field Zone with a Usage Charge of \$0.0030 per Dth.
- For the period beginning August 1, 2019 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.2119 per Dth for the Market Zone with a Usage Charge of \$0.0098 per Dth and a base daily Reservation Charge of \$0.0698 per Dth for the Field Zone with a Usage Charge of \$0.0031 per Dth.
- Consistent with the foregoing, 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 also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.
- (e) **Term of Rate:** Begin Date(s): January 1, 2019
End Date(s): The end of the day on July 31, 2024

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT B
(continued)

- (f) **Authorized Overrun:**
Any authorized overrun quantities shall be at the applicable 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 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.

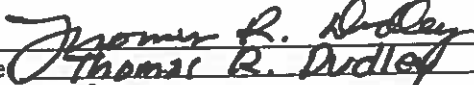
Executed by a duly authorized representative of each party hereto, in the space provided below:

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

CITY OF POTOSI, MISSOURI

By: 
Name: Tina V. Faraca
Title: Chief Commercial Officer
Date: ST

bd
MCS
MCS
ST
ST

By: 
Name: Thomas R. Dudley
Title: Mayor
Date: 12.19.2019

EFFECTIVE JANUARY 1, 2019.

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.38, Version 1.0.1

Effective June 1, 2021

City of Potosi TSA No. 459 (RS SCT)

Option Code "A"

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

This TRANSPORTATION SERVICE AGREEMENT, hereinafter referred to as "Agreement," is made and entered into by and between Enable Mississippi River Transmission, LLC, ("E"), a Delaware limited liability company, hereinafter called "MRT," and City of Potosi, Missouri, a municipal 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 November 1, 1993, as amended and restated June 1, 2021, subject to FERC approval

Primary Term End Date: The end of the Day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of June 1, 2021 and shall continue for a primary term ending July 31, 2024; 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): 2,137 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 SCT. 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

Mayor
City of Potosi
121 East High St.
Potosi, MO 63664
Phone: 573.438.7553
Facsimile: 573.438.7008

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

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT
(continued)

Contract # 459

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

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

CITY OF POTOSI, MISSOURI

By: Michael C. Stoll
By: Michael C. Stoll (May 28, 2021 07:47 CDT)
Name: Michael C. Stoll
Title: Sr. Director, Commercial - T&S
Date: May 28, 2021

By: [Signature]
By: Joseph Blount
Name: Joseph Blount
Title: MAYOR
Date: 05-27-2021

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

Contract # 459

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 SCT 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.

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

Contract # 459

GENERAL TERMS AND CONDITIONS
(continued)

- 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 Schedule 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 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 A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) This Agreement amends and restates the Superseding Amended and Restated Agreement effective January 1, 2019 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.

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

Contract # 459

EXHIBIT A

Primary Path

From: Waskom - EGT #808527

To: City of Potosi Meter #90240

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 344 Dth/D

On any given day, the customer is entitled to the greater of 344 Dth or .33% of available West Line capacity.

Rate Zone Capacities

Market 2,137 Dth/D

Field 1,557 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 MKT RCPT Meter #808654	580	City of Potosi Meter #90240	2,137
Sligo Meter #90386	165		
Waskom - EGT Meter #808527	179		
Gulf South Perryville Meter #808760	1,213		
Storage Meter #805607	1,219		

* 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
Michael C. Stoll (May 28, 2021 07:47 CDT)
Name: Michael C. Stoll
Title: Sr. Director, Commercial - T&S
Date: May 28, 2021

CITY OF POTOSI, MISSOURI

By: Joseph Blount
Name: Joseph Blount
Title: MAYOR
Date: 05-27-2021

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

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

Contract # 459

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 LUGF 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 those specified on Exhibit A as in effect on the date hereof.
- (d) Description of Rate: Negotiated Rate X Discounted Rate (Check one)
For the period beginning June 1, 2021 through December 31, 2021, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a Usage Charge of \$0.4337 per Dth for the Market Zone and \$0.1426 per Dth for the Field Zone.

For the period beginning January 1, 2022 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a Usage Charge of \$0.5027 per Dth for the Market Zone and \$0.1653 per Dth for the Field Zone.

Consistent with the foregoing, Customer shall also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

Contract # 459

EXHIBIT B
(continued)

- (e) Term of Rate: Begin Date(s): June 1, 2021
End Date(s): The end of the day on July 31, 2024
- (f) Authorized Overrun: Any authorized overrun quantities shall be at the applicable 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 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

CITY OF POTOSI, MISSOURI

By: Michael C. Stoll
By: Michael C. Stoll (May 28, 2021 07:47 CDT)
Name: Michael C. Stoll
Title: Sr. Director, Commercial - T&S
Date: May 28, 2021

By: [Signature]
By: Joseph Blount
Name: Mayor
Title: 05-27-2021
Date: 05-27-2021

EFFECTIVE JUNE 1, 2021, SUPERSEDES EXHIBIT B EFFECTIVE JANUARY 1, 2019

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.39, Version 0.0.1

Effective January 1, 2019

City of Potosi TSA No. 513 (RS FSS)

Option Code "A"

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

This STORAGE SERVICE AGREEMENT, hereinafter referred to as "Agreement," made and entered into by and between Enable Mississippi River Transmission, LLC, a Delaware limited liability company, hereinafter called "MRT," and City of Potosi, Missouri, a municipal corporation, hereinafter called "Customer."

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

1) **TERM**

Effective Date: Originally November 1, 1993, as amended and restated January 1, 2019, subject to FERC approval

Primary Term End Date: The end of the day on May 15, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending May 15, 2024; 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 Stored Quantity (MSQ): 70,000 Dth
(Based on a heat content of 1,020 Btu per Cubic Foot)

Maximum Daily Withdrawal Quantity (MDWQ): 1,219 Dth

3) **RATE**

Service hereunder shall be provided pursuant to Rate Schedule FSS. 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 A, or other format provided for in MRT's Tariff, in effect during the term of this Agreement or in a capacity release award.

4) **ADDRESSES:**

Mayor
City of Potosi
121 East High St.
Potosi, MO 63664
Phone: 573.438.7553
Facsimile: 573.438.7008

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

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS
(continued)

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

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC BD

CITY OF POTOSI, MISSOURI

By: Tina Faraca MS
Tina Faraca (Dec 22, 2019)
 Name: Tina V. Faraca
 Title: Chief Commercial Officer
 Date: ST
ST

By: Thomas R. Dudley
 Name: Thomas R. Dudley
 Title: Mayor
 Date: 12.19.2019

RB

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

GENERAL TERMS AND CONDITIONS

- 1) Upon termination hereof for whatever reason, Customer agrees to stop delivering gas to MRT for storage 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, as 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 (including withdrawal of stored quantities) 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' written notice to Customer, may suspend further injections and/or withdrawals 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 injections and/or withdrawals of gas on behalf of Customer.
- 4) Service hereunder shall be provided pursuant to Rate Schedule FSS 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 set forth in MRT's Tariff, as on file and in effect from time to time, and such provisions are incorporated herein by this reference. Any curtailment of storage service hereunder shall be in accordance with the priorities set out in the GT&C. To the extent not inconsistent with effective law, MRT shall have the right to determine the priority and/or scheduling of the storage service under this Agreement and to revise the priority and/or scheduling of this storage 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) 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 Schedule FSS 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 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.

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

TRD

GENERAL TERMS AND CONDITIONS
(continued)

- 8) 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.
- 9) 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.
- 10) 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.
- 11) For service at rates other than MRT's applicable maximum Tariff rates, Exhibit A attached hereto is incorporated into this Agreement in its entirety.
- 12) This Agreement supersedes and cancels Storage Service Agreement No. 513, as effective May 16, 2015 between the parties hereto.
- 13) Pursuant to Section 15.8, GT&C of MRT's Tariff, the parties have agreed to an extension of the term with respect to all of the capacity previously committed under this Agreement.
- 14) 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 in MRT's Tariff.

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS
EXHIBIT A

Customer agrees to pay the rates specified on this Exhibit A 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 specified above, the storage rates and charges as defined below for the specified services provided under the Agreement only apply to the quantities and/or time periods described herein. 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 shall pay any applicable charges, penalties, surcharges, fees, taxes, assessments 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 A 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 earlier than the end of the month following the month in which such termination notice is received.
- (c) **Description of Rate:** Negotiated Rate X Discounted Rate (Check one)

MRT shall bill and Customer shall pay the following rates for service under the Agreement up to the applicable contract limitations (as in effect on the Begin Date of this Exhibit A):

January 1, 2019 - July 31, 2019
Deliverability Charge of \$1.2586 per month;
Capacity Charge of \$0.2788 annually; and
Injection/Withdrawal Rates of \$0.0163 per Dth.

August 1, 2019 - May 15, 2024
Deliverability Charge of \$1.6368 per month;
Capacity Charge of \$0.3695 annually; and
Injection/Withdrawal Rates of \$0.0221 per Dth.

The specified rates are not subject to refund or reduction if in excess of the maximum, or increased if less than the minimum, otherwise allowed.

- (d) **Term of Rate:** Begin Date(s): January 1, 2019
End Date(s): May 15, 2024
- (e) **Authorized Overrun:** Any authorized overrun quantities shall be at the applicable maximum Tariff rates.
- (f) **Rate-Related Provisions:**
- (i) **Consideration for Rate Granted:** MRT agrees to the rates specified in this Exhibit A 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 A 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 General Terms and Conditions of MRT's Tariff, and (2) capacity release credits) from rates, refunds or

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS
EXHIBIT A
(continued)


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, it will have the right to immediately terminate or modify any provisions of this Exhibit A that would allow Customer to pay amounts less than the maximum applicable tariff rate.


- (ii) **Regulatory Authority:** This Exhibit A is subject to Section 30 of the GT&C of MRT's Tariff. MRT and Customer hereby acknowledge that this Exhibit A 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 Exhibit A 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 that is inconsistent with the terms of this Exhibit A, or (2) conditions or prohibits the granting of selective discounts or other rates specified in paragraph (c) of this Exhibit A, 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 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

CITY OF POTOSI, MISSOURI

By:  BD
BD
 Name: Tina V. Faraca MS
MCS
 Title: Chief Commercial Officer
 Date: ST
ST

By: 
 Name: Thomas R. Dudley
 Title: Mayor
 Date: 12.19.2019

EFFECTIVE JANUARY 1, 2019

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.40, Version 0.0.1

Effective January 1, 2019

City of Potosi TSA No. 1019 (RS FTS)

Option Code "A"

SUPERSEDING
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 City of Potosi, Missouri, a municipal 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 16, 1995, as amended and restated January 1, 2019, subject to FERC approval

Primary Term End Date: The end of the day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending July 31, 2024; 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): 221 Dth/D

Rate Zone Capacities: See Exhibit A

Such service by MRT shall be during the period from May 16 through November 15 only.

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

Mayor
City of Potosi
121 East High St.
Potosi, MO 63664
Phone: 573.438.7553
Facsimile: 573.438.7008

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(continued)

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

By: *Tina Faraca*
Tina Faraca (Dec 22, 2019)

Name: Tina V. Faraca

Title: Chief Commercial Officer

Date: *ST*
ST

bd
bd

MCS
MCS

CITY OF POTOSI, MISSOURI

By: *Thomas R. Dudley*

Name: *Thomas R. Dudley*

Title: *Mayor*

Date: *12.19.2019*

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,

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

GENERAL TERMS AND CONDITIONS
(continued)

in whole, to an entity affiliated with Customer. For firm contracts, MRT will only consent to assignment of the contract to 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 A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) Effective January 1, 2019, this Agreement supersedes and cancels Contract #1019 as in effect pursuant to an amendment effective November 16, 2017 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 all 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.

Page 5 of 7

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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 those specified on Exhibit A as in effect on the date hereof.
- (d) **Description of Rate:** Negotiated Rate X Discounted Rate (Check one)
For the period January 1, 2019 through July 31, 2019, 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 on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.0531 per Dth for the Field Zone with a Usage Charge of \$0.0030 per Dth.

For the period beginning August 1, 2019 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.0698 per Dth for the Field Zone with a Usage Charge of \$0.0031 per Dth.

Consistent with the foregoing, 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 also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.
- (e) **Term of Rate:** Begin Date(s): January 1, 2019
End Date(s): The end of the day on July 31, 2024

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT B
(continued)


- (f) Authorized Overrun:
Any authorized overrun quantities shall be at the applicable 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 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.

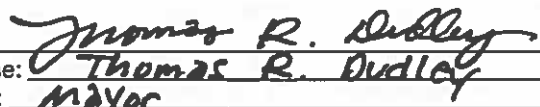
Executed by a duly authorized representative of each party hereto, in the space provided below:

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

CITY OF POTOSI, MISSOURI

By: 
By: Tina Faraca (Dec 22, 2019)
Name: Tina V. Faraca
Title: Chief Commercial Officer
Date: _____


bd
MCS
MCS
ST
ST

By: 
By: Thomas R. Dudley
Title: Mayor
Date: 12.19.2019

EFFECTIVE JANUARY 1, 2019, SUPERSEDES EXHIBIT A EFFECTIVE NOVEMBER 16, 2017

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.41, Version 0.0.1

Effective January 1, 2019

Village of Dupo TSA No. 304 (RS FTS)

Option Code "A"

SUPERSEDING
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 Village of Dupo, Illinois, an Illinois municipal 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 November 1, 1993, as amended and restated January 1, 2019, subject to FERC approval

Primary Term End Date: The end of the day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending July 31, 2024; 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): 310 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

Village of Dupo, Illinois
Attn: Jerald Wilson
107 N. Second St.
Dupo, IL 62239
Telephone: 618-286-3280
Facsimile: 618-286-5505

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(continued)

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

By: *Lina Faraca* BD
 Name: Lina V. Faraca bd
 Title: Chief Commercial Officer MCS
 Date: _____ ST
ST

VILLAGE OF DUPO, ILLINOIS

By: *Jacal Wilson*
 Name: Jacal Wilson
 Title: Mayor
 Date: 12/16/2019

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

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

GENERAL TERMS AND CONDITIONS
(continued)

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 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 A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) This Agreement supersedes and cancels Contract # 304 as effective January 1, 2019 and August 1, 2019 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 all 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.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

Primary Paths

January 1, 2019 – July 31, 2019:

From: NGPL @ SHATTUC/CLINTON #805588
GLENDALÉ – EGT MKT RCPT #808654

To: DUPO, VILLAGE OF #805528

August 1, 2019 – July 31, 2024:

From: GLENDALÉ – EGT MKT RCPT #808654

To: DUPO, VILLAGE OF #805528

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.

Rate Zone Capacity

Market 310 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>
January 1, 2019 – July 31, 2019:			
NGPL @ SHATTUC/CLINTON #805588	5	DUPO, VILLAGE OF #805528	310
GLENDALÉ – EGT MKT RCPT #808654	305		
August 1, 2019 – July 31, 2024:			
GLENDALÉ – EGT MKT RCPT #808654	305	DUPO, VILLAGE OF #805528	310
TGT BOARDWALK #90722	5		

* 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: Tina V. Faraca
Name: Tina V. Faraca
Title: Chief Commercial Officer
Date: 12/16/2019

VILLAGE OF DUPO, ILLINOIS

By: Terald Wilson
Name: Terald Wilson
Title: Mayor
Date: 12/16/2019

EFFECTIVE JANUARY 1, 2019, SUPERSEDES EXHIBIT A EFFECTIVE JANUARY 1, 2019 AND AUGUST 1, 2019

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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 those specified on Exhibit A as in effect on the date hereof.
- (d) **Description of Rate:** Negotiated Rate X Discounted Rate (Check one)
For the period January 1, 2019 through July 31, 2019, 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 on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.1376 per Dth for the Market Zone with a Usage Charge of \$0.0085 per Dth.
- For the period beginning August 1, 2019 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.2119 per Dth for the Market Zone with a Usage Charge of \$0.0098 per Dth.
- Consistent with the foregoing, 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 also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.
- (e) **Term of Rate:** Begin Date(s): January 1, 2019
End Date(s): The end of the day on July 31, 2024

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT B
(continued)

- (f) **Authorized Overrun:**
Any authorized overrun quantities shall be at the applicable 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 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

VILLAGE OF DUPO, ILLINOIS

Tina V. Faraca
By: Tina V. Faraca (Dec 22, 2019)

Name: Tina V. Faraca
Title: Chief Commercial Officer
Date: _____

BD

bd

MCS

MCS

ST

ST

By: _____

Name: Seald Wilson

Title: Mayor

Date: 12/16/2019

EFFECTIVE JANUARY 1, 2019

Enable Mississippi River Transmission, LLC

FERC NGAGAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.42, Version 1.0.1

Effective June 1, 2021

Village of Dupon TSA No. 457 (RSSCT)

Option Code "A"

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

This TRANSPORTATION SERVICE AGREEMENT, hereinafter referred to as "Agreement," is made and entered into by and between Enable Mississippi River Transmission, LLC, ("E"), a Delaware limited liability company, hereinafter called "MRT," and Village of Dupo, Illinois, a municipal 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 November 1, 1993, as amended and restated June 1, 2021, subject to FERC approval

Primary Term End Date: The end of the Day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of June 1, 2021 and shall continue for a primary term ending July 31, 2024; 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): 1,363 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 SCT. 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

For Notices and Invoices to Customer:

Mayor
Village of Dupo, Illinois
107 North Second Street
Dupo, IL 62239
Phone: 618-286-3280 Fax: 618-286-5505

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT
(continued)

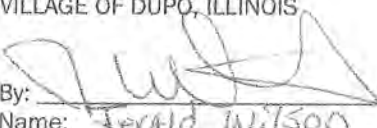
MRT's wire transfer information and addresses for notices and payments shall be located on MRT's internet web site.

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

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

By: Steven G. Tramonte
Steven G. Tramonte (May 30, 2021 20:46 CDT)
Name: Steven G. Tramonte
Title: VP, Commercial Transportation & Storage
Date: May 30, 2021

VILLAGE OF DUPO, ILLINOIS

By: 
Name: Gerald Wilson
Title: Mayor
Date: 5.28.21

MCS
MCS

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

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 SCT 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.

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

GENERAL TERMS AND CONDITIONS
(continued)

- 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 Schedule 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 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 A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) This Agreement amends and restates the Superseding Amended and Restated Service Agreement originally effective November 1, 1993, 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.

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

EXHIBIT A

Primary Paths

From: WASKOM – EGT #808527
TRUNKLINE GAS RECEIPT #12817

To: DUPO, VILLAGE OF #805528

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 177 Dth/D

On any given day, the customer is entitled to the greater of 177 Dth or .17% of available West Line capacity.

Rate Zone Capacities

Field	798 Dth/D
Market	1,363 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>
TRUNKLINE GAS RECEIPT #12817	191	DUPO, VILLAGE OF #805528	1,363
SLIGO #90386	85		
NGPL @ SHATTUC/CLINTON #805588	197		
WASKOM – EGT #808527	92		
GLENDALE – EGT MKT RCPT #808654	177		
GULF SOUTH PERRYVILLE #808760	621		
STORAGE #805607	523		

* 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: Steven G. Tramonte
Steven G. Tramonte (May 30, 2021 20:46 CDT)
 Name: Steven G. Tramonte
 Title: VP, Commercial Transportation & Storage
 Date: May 30, 2021

VILLAGE OF DUPO, ILLINOIS

By: [Signature]
 Name: Jeffrey Wilson
 Title: Mayor
 Date: 5-28-21

MCS
MCS

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

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

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 LUGF 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 those specified on Exhibit A as in effect on the date hereof.
- (d) **Description of Rate:** Negotiated Rate X Discounted Rate (Check one)
For the period beginning June 1, 2021 through December 31, 2021, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a Usage Charge of \$0.4337 per Dth for the Market Zone and \$0.1426 per Dth for the Field Zone.

For the period beginning January 1, 2022 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a Usage Charge of \$0.5027 per Dth for the Market Zone and \$0.1653 per Dth for the Field Zone.

Consistent with the foregoing, Customer shall also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.
- (e) **Term of Rate:** Begin Date(s): June 1, 2021
End Date(s): The end of the day on July 31, 2024
- (f) **Authorized Overrun:** Any authorized overrun quantities shall be at the applicable maximum Tariff rate.

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

EXHIBIT B
(continued)

(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 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

By: Steven G. Tramonte
Steven G. Tramonte (May 30, 2021 20:46 CDT)
 Name: Steven G. Tramonte
 Title: VP, Commercial Transportation & Storage
 Date: May 30, 2021

VILLAGE OF DUPO, ILLINOIS

By: [Signature]
 Name: Deirdre Wilson
 Title: Mayor
 Date: 5-28-21

MCS
MCS

EFFECTIVE JUNE 1, 2021, SUPERSEDES EXHIBIT B EFFECTIVE JANUARY 1, 2019

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.43, Version 0.0.1

Effective January 1, 2019

Village of Dupo TSA No. 510 (RS FSS)

Option Code "A"

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

This STORAGE SERVICE AGREEMENT, hereinafter referred to as "Agreement," made and entered into by and between Enable Mississippi River Transmission, LLC, a Delaware limited liability company, hereinafter called "MRT," and Village of Dupo, Illinois, a municipal corporation, hereinafter called "Customer."

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

1) TERM

Effective Date: Originally November 1, 1993, as amended and restated January 1, 2019, subject to FERC approval

Primary Term End Date: The end of the day on May 15, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending May 15, 2024; 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 Stored Quantity (MSQ): 30,000 Dth
(Based on a heat content of 1,020 Btu per Cubic Foot)

Maximum Daily Withdrawal Quantity (MDWQ): 523 Dth

3) RATE

Service hereunder shall be provided pursuant to Rate Schedule FSS. 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 A, or other format provided for in MRT's Tariff, in effect during the term of this Agreement or in a capacity release award.

4) ADDRESSES:

For Notices and Invoices to Customer:
Mayor
Village of Dupo, Illinois
107 North Second Street
Dupo, IL 62239
Phone: 618-286-3280 Fax: 618-286-5505

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

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS
(continued)

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

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

By: [Signature]
Name: Tina V. Faraca
Title: Chief Commercial Officer ST
Date: _____

MCS
MCS

BD
bd

VILLAGE OF DUPO, ILLINOIS

By: [Signature]
Name: Jerald Wilson
Title: Mayor
Date: 12/16/2019

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

GENERAL TERMS AND CONDITIONS

- 1) Upon termination hereof for whatever reason, Customer agrees to stop delivering gas to MRT for storage 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, as 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 (including withdrawal of stored quantities) 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' written notice to Customer, may suspend further injections and/or withdrawals 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 injections and/or withdrawals of gas on behalf of Customer.
- 4) Service hereunder shall be provided pursuant to Rate Schedule FSS 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 set forth in MRT's Tariff, as on file and in effect from time to time, and such provisions are incorporated herein by this reference. Any curtailment of storage service hereunder shall be in accordance with the priorities set out in the GT&C. To the extent not inconsistent with effective law, MRT shall have the right to determine the priority and/or scheduling of the storage service under this Agreement and to revise the priority and/or scheduling of this storage 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) 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 Schedule FSS 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 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.

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

GENERAL TERMS AND CONDITIONS
(continued)

- 8) 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.
- 9) 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.
- 10) 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.
- 11) For service at rates other than MRT's applicable maximum Tariff rates, Exhibit A attached hereto is incorporated into this Agreement in its entirety.
- 12) Effective January 1, 2019, this Agreement supersedes and cancels Storage Service Agreement No. 510 as in effect pursuant to an amendment effective June 1, 2014 between the parties hereto.
- 13) Pursuant to Section 15.8, GT&C of MRT's Tariff, the parties have agreed to an extension of the term with respect to all of the capacity previously committed under this Agreement.
- 14) 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 in MRT's Tariff.

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

EXHIBIT A

Customer agrees to pay the rates specified on this Exhibit A 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 specified above, the storage rates and charges as defined below for the specified services provided under the Agreement only apply to the quantities and/or time periods described herein. 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 shall pay any applicable charges, penalties, surcharges, fees, taxes, assessments 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 A 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 earlier than the end of the month following the month in which such termination notice is received.
- (c) **Description of Rate:** Negotiated Rate X Discounted Rate (Check one)

MRT shall bill and Customer shall pay the following rates for service under the Agreement up to the applicable contract limitations (as in effect on the Begin Date of this Exhibit A):

January 1, 2019 – July 31, 2019
Deliverability Charge of \$1.2586 per month;
Capacity Charge of \$0.2788 annually; and
Injection/Withdrawal Rates of \$0.0163 per Dth.

August 1, 2019 – May 15, 2024
Deliverability Charge of \$1.6368 per month;
Capacity Charge of \$0.3695 annually; and
Injection/Withdrawal Rates of \$0.0221 per Dth.

The specified rates are not subject to refund or reduction if in excess of the maximum, or increased if less than the minimum, otherwise allowed.

- (d) **Term of Rate:** Begin Date(s): January 1, 2019
End Date(s): May 15, 2024
- (e) **Authorized Overrun:** Any authorized overrun quantities shall be at the applicable maximum Tariff rates.
- (f) **Rate-Related Provisions:**
- (i) **Consideration for Rate Granted:** MRT agrees to the rates specified in this Exhibit A 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 A 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

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

EXHIBIT A
(continued)

34 of the General Terms and Conditions 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, it will have the right to immediately terminate or modify any provisions of this Exhibit A that would allow Customer to pay amounts less than the maximum applicable tariff rate.

- (ii) **Regulatory Authority:** This Exhibit A is subject to Section 30 of the GT&C of MRT's Tariff. MRT and Customer hereby acknowledge that this Exhibit A 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 Exhibit A 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 that is inconsistent with the terms of this Exhibit A, or (2) conditions or prohibits the granting of selective discounts or other rates specified in paragraph (c) of this Exhibit A, 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 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

VILLAGE OF DUPO, ILLINOIS

By: *Tina Faraca*
 Name: Tina V. Faraca
 Title: Chief Commercial Officer
 Date: 12/16/2019

By: *[Signature]*
 Name: STERALD WILSON
 Title: MAYOR
 Date: 12/16/2019

ST

EFFECTIVE JANUARY 1, 2019

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.44, Version 0.0.1

Effective January 1, 2019

Village of Dupo TSA No. 1034 (RS FTS)

Option Code "A"

SUPERSEDING
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 Village of Dupu, Illinois, a municipal 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 16, 1995, as amended and restated January 1, 2019, subject to FERC approval

Primary Term End Date: The end of the day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending July 31, 2024; 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): 175 Dth/D

Rate Zone Capacities: See Exhibit A

Such service by MRT shall be during the period from May 16 through November 15 only.

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

For Notices and Invoices to Customer:

Mayor

Village of Dupu, Illinois

107 North Second Street

Dupu, IL 62239


Phone: 618-286-3280 Fax: 618-286-5505

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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

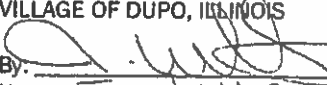
By: 
Name: Tina V. Faraca
Title: Chief Commercial Officer
Date: _____

BD

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VILLAGE OF DUPO, ILLINOIS

By: 
Name: Gerald Wilson
Title: Mayor
Date: 12/16/2019

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,

SUPERSEDING
AMENDED AND RESTATED
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FOR RATE SCHEDULE FTS

GENERAL TERMS AND CONDITIONS
(continued)

in whole, to an entity affiliated with Customer. For firm contracts, MRT will only consent to assignment of the contract to 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 A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) This Agreement supersedes and cancels Contract # 1034 as in effect pursuant to an amendment effective November 16, 2017 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 all 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.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

Primary Path

From: Glendale - EGT FLD RCPT (#805547)

To: Storage (#805607)

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.

Rate Zone Capacity

Field 175 Dth/D

Primary Receipt Point(s)
Glendale - EGT FLD RCPT
(#805547)

Maximum Quantity (Dth/D)*
175

Primary Delivery Point(s)
Storage
(#805607)

Maximum Quantity (Dth/D)*
175

* 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.

Such service by MRT shall be offered during the time period from May 16 through November 15 only.

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

By: Tina V. Faraca
Name: Tina V. Faraca
Title: Chief Commercial Officer
Date: 12/16/2019

VILLAGE OF DUPO, ILLINOIS

By: Terrald Wilson
Name: Terrald Wilson
Title: Mayor
Date: 12/16/2019

ST MCS bd

EFFECTIVE JANUARY 1, 2019, SUPERSEDES EXHIBIT A EFFECTIVE NOVEMBER 16, 2017

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:

(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 LUGF 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 those specified on Exhibit A as in effect on the date hereof.

(d) Description of Rate: Negotiated Rate X Discounted Rate _____ (Check one)
For the period January 1, 2019 through July 31, 2019, 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 on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.0531 per Dth for the Field Zone with a Usage Charge of \$0.0030 per Dth.

For the period beginning August 1, 2019 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.0698 per Dth for the Field Zone with a Usage Charge of \$0.0031 per Dth.

Consistent with the foregoing, 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 also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.

(e) Term of Rate: Begin Date(s): January 1, 2019
 End Date(s): The end of the day on July 31, 2024

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT B
(continued)

- (f) Authorized Overrun:
Any authorized overrun quantities shall be at the applicable 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 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

VILLAGE OF DUPO, ILLINOIS

By: Tina V. Faraca (Dec 22, 2019)

Name: Tina V. Faraca

Title: Chief Commercial Officer

Date: _____

bd

MCS

ST

By: Serald Wilson

Name: Serald Wilson

Title: Mayor

Date: 12/16/2019

EFFECTIVE JANUARY 1, 2019, SUPERSEDES EXHIBIT B EFFECTIVE NOVEMBER 16, 2017

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.45, Version 0.0.1

Effective January 1, 2019

Industrial Steam Products TSA No. 2061 (RS FTS)

Option Code "A"

SUPERSEDING
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 Industrial Steam Products, Inc., an Illinois 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 November 1, 1997, as amended and restated January 1, 2019, subject to FERC approval

Primary Term End Date: The end of the day on June 30, 2025

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending June 30, 2025; 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): 3,090 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

Industrial Steam Products, Inc.
Attn: Rick Clarkson
2350 Falling Springs Rd.
Sauget, IL 62206
Phone: 618-337-1193
E-mail: rach2n2@aol.com

SUPERSEDING
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TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(continued)

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

By: *Jim Aao*
Name: _____
Title: _____
Date: _____

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INDUSTRIAL STEAM PRODUCTS, INC.

By: *[Signature]*
Name: Thomas E. Kernan
Title: Engineer
Date: 12/18/19

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

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, Exhibits A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) Effective January 1, 2019, this Agreement supersedes and cancels Contract #2061, as in effect pursuant to amendments dated July 1, 2015 and August 1, 2019 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.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

Primary Path

January 1, 2019 – July 31, 2019:

From: TRUNKLINE GAS RECEIPT #12817

To: INDUSTRIAL STEAM PROD #12730

August 1, 2019 – June 30, 2025:

From: TGT BOARDWALK #90722

To: INDUSTRIAL STEAM PROD #12730

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.

Rate Zone Capacity

Market 3,090 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>
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January 1, 2019 – July 31, 2019:

TRUNKLINE GAS RECEIPT Meter #12817	2,718 Dth/D	INDUSTRIAL STEAM PROD Meter #12730	3,090 Dth/D
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NGPL @ SHATTUC/CLINTON Meter #805588	372 Dth/D		
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August 1, 2019 – June 30, 2025:

TGT BOARDWALK Meter #90722	3,090 Dth/D	INDUSTRIAL STEAM PROD Meter #12730	3,090 Dth/D
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* 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: Tina Faraca (Jan 3, 2020)

Name: _____

Title: _____

Date: _____

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INDUSTRIAL STEAM PRODUCTS, INC.

By: Thomas E. KernanName: Thomas E. KernanTitle: EngineerDate: 12/18/19

EFFECTIVE JANUARY 1, 2019, SUPERSEDES EXHIBIT A EFFECTIVE JULY 1, 2015 AND AUGUST 1, 2019

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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 those specified on Exhibit A as in effect on the date hereof.
- (d) Description of Rate: Negotiated Rate X Discounted Rate
For the period January 1, 2019 through July 31, 2019, 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 on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.1376 per Dth for the Market Zone with a Usage Charge of \$0.0085 per Dth.

For the period beginning August 1, 2019 through June 30, 2025, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.2119 per Dth for the Market Zone with a Usage Charge of \$0.0098 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 in FERC Docket No. RP20-131, then effective the first day of the month following the effective date of such Commission ruling through July 31, 2024, Customer shall pay the Commission-approved maximum lawful Reservation Charge for FTS Market Zone service.

Consistent with the foregoing, 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.


- Page 7 of 8

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT B
(continued)

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


ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

By: 
Name: Tina Faraca (Jan 3, 2020)
Title: _____
Date: _____

MCS
MCS

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INDUSTRIAL STEAM PRODUCTS, INC.

By: 
Name: Thomas E. Kernan
Title: Engineer
Date: 12/18/19

EFFECTIVE JANUARY 1, 2019

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.46, Version 0.0.1

Effective January 1, 2019

Liberty Utilities (Midstates Natural Gas) Corp. TSA No. 4545 (RS FSS)

Option Code "A"

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

This STORAGE 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 Liberty Utilities (Midstates Natural Gas) Corp., a Missouri 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 August 1, 2012, as amended and restated January 1, 2019, subject to FERC approval

Primary Term End Date: The end of the day on May 15, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending May 15, 2024; 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 Stored Quantity (MSQ): 27,499 Dth
(Based on a heat content of 1,020 Btu per Cubic Foot)

Maximum Daily Withdrawal Quantity (MDWQ): 479 Dth

3) RATE

Service hereunder shall be provided pursuant to Rate Schedule FSS. 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 A, or other format provided for in MRT's Tariff, in effect during the term of this Agreement or in a capacity release award.

4) ADDRESSES:

Liberty Utilities (Midstates Natural Gas) Corp.
Attn: Martin DeBruin
15 Buttrick Road
Londonderry, NH 03053
Email: martin.debruin@libertyutilities.com

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS
(continued)

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

Jim Faraca
By: Faraca (Jan 8, 2020)

Name: _____
Title: _____
Date: _____

LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

W. Killen
By: _____
Name: WILLIAM KILLEN
Title: DIRECTOR ENERGY PROCUREMENT
Date: 12/17/14

MCS
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SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

GENERAL TERMS AND CONDITIONS

- 1) Upon termination hereof for whatever reason, Customer agrees to stop delivering gas to MRT for storage 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, as 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 (including withdrawal of stored quantities) 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' written notice to Customer, may suspend further injections and/or withdrawals 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 injections and/or withdrawals of gas on behalf of Customer.
- 4) Service hereunder shall be provided pursuant to Rate Schedule FSS 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 set forth in MRT's Tariff, as on file and in effect from time to time, and such provisions are incorporated herein by this reference. Any curtailment of storage service hereunder shall be in accordance with the priorities set out in the GT&C. To the extent not inconsistent with effective law, MRT shall have the right to determine the priority and/or scheduling of the storage service under this Agreement and to revise the priority and/or scheduling of this storage 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) 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 Schedule FSS 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 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.

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

GENERAL TERMS AND CONDITIONS
(continued)

- 8) 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.
- 9) 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.
- 10) 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.
- 11) For service at rates other than MRT's applicable maximum Tariff rates, Exhibit A attached hereto is incorporated into this Agreement in its entirety.
- 12) Effective January 1, 2019, this Agreement supersedes and cancels Storage Service Agreement No. 4545, as in effect pursuant to an amendment effective July 1, 2014, between the parties hereto.
- 13) Pursuant to Section 15.8, GT&C of MRT's Tariff, the parties have agreed to an extension of the term with respect to all of the capacity previously committed under this Agreement.
- 14) 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 in MRT's Tariff.

Customer agrees to pay the rates specified on this Exhibit A 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 specified above, the storage rates and charges as defined below for the specified services provided under the Agreement only apply to the quantities and/or time periods described herein. 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 shall pay any applicable charges, penalties, surcharges, fees, taxes, assessments 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 A 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 earlier than the end of the month following the month in which such termination notice is received.
- (c) Description of Rate: Negotiated Rate X Discounted Rate _____

MRT shall bill and Customer shall pay the following rates for service under the Agreement up to the applicable contract limitations (as in effect on the Begin Date of this Exhibit A):

January 1, 2019 – July 31, 2019

Deliverability Charge of \$1.2586 per month;
Capacity Charge of \$0.2788 annually; and
Injection/Withdrawal Rates of \$0.0163 per Dth.

August 1, 2019 – May 15, 2024

Deliverability Charge of \$1.6368 per month;
Capacity Charge of \$0.3695 annually; and
Injection/Withdrawal Rates of \$0.0221 per Dth.

The specified rates are not subject to refund or reduction if in excess of the maximum, or increased if less than the minimum, otherwise allowed.

- (d) **Term of Rate:** Begin Date(s): January 1, 2019
 End Date(s): May 15, 2024
- (e) **Authorized Overrun:** Any authorized overrun quantities shall be at the applicable maximum Tariff rates.
- (f) **Rate-Related Provisions:**
- (i) Consideration for Rate Granted: MRT agrees to the rates specified in this Exhibit A 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 A 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 General Terms and Conditions of MRT's Tariff, and (2) capacity release credits) from rates, refunds or

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

EXHIBIT A
(continued)

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, it will have the right to immediately terminate or modify any provisions of this Exhibit A that would allow Customer to pay amounts less than the maximum applicable tariff rate.

- (ii) Regulatory Authority: This Exhibit A is subject to Section 30 of the GT&C of MRT's Tariff. MRT and Customer hereby acknowledge that this Exhibit A 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 Exhibit A 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 that is inconsistent with the terms of this Exhibit A, or (2) conditions or prohibits the granting of selective discounts or other rates specified in paragraph (c) of this Exhibit A, 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 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

By: Tina Faraca (Jan 8, 2020)

Name: _____

Title: _____

Date: _____

LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

By: William Killen

Name: WILLIAM KILLEN

Title: DIRECTOR ENERGY PROCUREMENT

Date: 12/17/14

MCS
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EFFECTIVE JANUARY 1, 2019

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.47, Version 0.0.1

Effective January 1, 2019

Liberty Utilities (Midstates Natural Gas) Corp. TSA No. 4551 (RS FSS)

Option Code "A"

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

This STORAGE 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 Liberty Utilities (Midstates Natural Gas) Corp., a Missouri 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 August 1, 2012, as amended and restated January 1, 2019, subject to FERC approval

Primary Term End Date: The end of the day on May 15, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending May 15, 2024; 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 Stored Quantity (MSQ): 109,994 Dth
(Based on a heat content of 1,020 Btu per Cubic Foot)

Maximum Daily Withdrawal Quantity (MDWQ): 1,916 Dth

3) RATE

Service hereunder shall be provided pursuant to Rate Schedule FSS. 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 A, or other format provided for in MRT's Tariff, in effect during the term of this Agreement or in a capacity release award.

4) ADDRESSES:

Liberty Utilities (Midstates Natural Gas) Corp.
Attn: Martin DeBruin
15 Buttrick Road
Londonderry, NH 03053
Email: martin.debruin@libertyutilities.com

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS
(continued)

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

By: Jim Faraca
Jim Faraca (Jan 8, 2020)
 Name: _____
 Title: _____
 Date: _____

MCS
MCS

LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

By: [Signature]
 Name: WILLIAM KILLEN
 Title: DIRECTOR ENERGY PROCUREMENT
 Date: 12/17/19

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SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

GENERAL TERMS AND CONDITIONS

- 1) Upon termination hereof for whatever reason, Customer agrees to stop delivering gas to MRT for storage 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, as 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 (including withdrawal of stored quantities) 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' written notice to Customer, may suspend further injections and/or withdrawals 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 injections and/or withdrawals of gas on behalf of Customer.
- 4) Service hereunder shall be provided pursuant to Rate Schedule FSS 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 set forth in MRT's Tariff, as on file and in effect from time to time, and such provisions are incorporated herein by this reference. Any curtailment of storage service hereunder shall be in accordance with the priorities set out in the GT&C. To the extent not inconsistent with effective law, MRT shall have the right to determine the priority and/or scheduling of the storage service under this Agreement and to revise the priority and/or scheduling of this storage 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) 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 Schedule FSS 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 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.

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

GENERAL TERMS AND CONDITIONS
(continued)

- 8) 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.
- 9) 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.
- 10) 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.
- 11) For service at rates other than MRT's applicable maximum Tariff rates, Exhibit A attached hereto is incorporated into this Agreement in its entirety.
- 12) Effective January 1, 2019, this Agreement supersedes and cancels Storage Service Agreement No. 4551, as in effect pursuant to an amendment effective July 1, 2014, between the parties hereto.
- 13) Pursuant to Section 15.8, GT&C of MRT's Tariff, the parties have agreed to an extension of the term with respect to all of the capacity previously committed under this Agreement.
- 14) 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 in MRT's Tariff.

Customer agrees to pay the rates specified on this Exhibit A 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 specified above, the storage rates and charges as defined below for the specified services provided under the Agreement only apply to the quantities and/or time periods described herein. 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 shall pay any applicable charges, penalties, surcharges, fees, taxes, assessments 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 A 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 earlier than the end of the month following the month in which such termination notice is received.
- (c) Description of Rate: Negotiated Rate X Discounted Rate

MRT shall bill and Customer shall pay the following rates for service under the Agreement up to the applicable contract limitations (as in effect on the Begin Date of this Exhibit A):

January 1, 2019 – July 31, 2019

Deliverability Charge of \$1.2586 per month;
Capacity Charge of \$0.2788 annually; and
Injection/Withdrawal Rates of \$0.0163 per Dth.

August 1, 2019 – May 15, 2024

Deliverability Charge of \$1.6368 per month;
Capacity Charge of \$0.3695 annually; and
Injection/Withdrawal Rates of \$0.0221 per Dth.

The specified rates are not subject to refund or reduction if in excess of the maximum, or increased if less than the minimum, otherwise allowed.

- (d) Term of Rate: Begin Date(s): January 1, 2019
End Date(s): May 15, 2024
- (e) Authorized Overrun: Any authorized overrun quantities shall be at the applicable maximum Tariff rates.
- (f) Rate-Related Provisions:
- (i) Consideration for Rate Granted: MRT agrees to the rates specified in this Exhibit A 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 A 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 General Terms and Conditions of MRT's Tariff, and (2) capacity release credits) from rates, refunds or
- (ii)

SUPERSEDING
AMENDED AND RESTATED
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FOR RATE SCHEDULE FSS

EXHIBIT A
(continued)

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, it will have the right to immediately terminate or modify any provisions of this Exhibit A that would allow Customer to pay amounts less than the maximum applicable tariff rate.

- (ii) Regulatory Authority: This Exhibit A is subject to Section 30 of the GT&C of MRT's Tariff. MRT and Customer hereby acknowledge that this Exhibit A 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 Exhibit A 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 that is inconsistent with the terms of this Exhibit A, or (2) conditions or prohibits the granting of selective discounts or other rates specified in paragraph (c) of this Exhibit A, 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 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:

ENABLING MISSISSIPPI RIVER TRANSMISSION, LLC

Jim Faraca

By: Jim Faraca (Jan 8, 2020)

Name: _____

Title: _____

Date: _____

LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

By: William Killen

Name: WILLIAM KILLEN

Title: DIRECTOR ENERGY PROCUREMENT

Date: 12 / 17 / 19

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EFFECTIVE JANUARY 1, 2019

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.48, Version 0.0.1

Effective January 1, 2019

Liberty Utilities (Midstates Natural Gas) Corp. TSA No. 5123 (RS FTS)

Option Code "A"

SUPERSEDING
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 Liberty Utilities (Midstates Natural Gas) Corp., a Missouri 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 August 1, 2012, as amended and restated January 1, 2019, subject to FERC approval

Primary Term End Date: The end of the day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending July 31, 2024; 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): 407 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

Liberty Utilities (Midstates Natural Gas) Corp.
Attn: Martin DeBruin
15 Buttrick Road
Londonderry, NH 03053
Email: martin.debruin@libertyutilities.com

SUPERSEDING
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FOR RATE SCHEDULE FTS
(continued)

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

By: Jina Faraca
Name: _____
Title: _____
Date: _____

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LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

By: [Signature]
Name: WILLIAM KILLEN
Title: DIRECTOR ENERGY PROCUREMENT
Date: 12/17/19

SUPERSEDING
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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 1.7 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
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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, Exhibits A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) Effective January 1, 2019, this Agreement supersedes and cancels Contract #5123, as in effect pursuant to an amendment effective August 1, 2012, 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 all 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.

SUPERSEDING
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EXHIBIT A

Primary Path

From: TRUNKLINE GAS RECEIPT #12817

To: ATMOS IL #805532

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.

Rate Zone Capacity

Market 407 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>
NGPL @ SHATTUC/CLINTON #805588	307 Dth/D	ATMOS IL #805532	407 Dth/D
TRUNKLINE GAS RECEIPT #12817	100 Dth/D		

* 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: Tina Faraca
Name: _____
Title: _____
Date: _____

LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

By: William Killen
Name: WILLIAM KILLEN
Title: DIRECTOR ENERGY PROCUREMENT
Date: 12/17/19

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EFFECTIVE JANUARY 1, 2019.

SUPERSEDING
AMENDED AND RESTATED
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FOR RATE SCHEDULE FTS

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 those specified on Exhibit A as in effect on the date hereof.
- (d) Description of Rate: Negotiated Rate X Discounted Rate _____
For the period January 1, 2019 through July 31, 2019, 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 on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.1376 per Dth for the Market Zone with a Usage Charge of \$0.0085 per Dth.

For the period beginning August 1, 2019 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.2119 per Dth for the Market Zone with a Usage Charge of \$0.0098 per Dth.

Consistent with the foregoing, 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 also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.

- (e) Term of Rate: Begin Date(s): January 1, 2019
End Date(s): The end of the day on July 31, 2024

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EXHIBIT B
(continued)

- (f) Authorized Overrun:
Any authorized overrun quantities shall be at the applicable 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 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

By: Tina Faraca
Name: _____
Title: _____
Date: _____

LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

By: William Killen
Name: WILLIAM KILLEN
Title: DIRECTOR ENERGY PROCUREMENT
Date: 12/17/19

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EFFECTIVE JANUARY 1, 2019.

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.49, Version 0.0.1

Effective January 1, 2019

Liberty Utilities (Midstates Natural Gas) Corp. TSA No. 5124 (RS FTS)

Option Code "A"

SUPERSEDING
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 Liberty Utilities (Midstates Natural Gas) Corp., a Missouri 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 August 1, 2012, as amended and restated January 1, 2019, subject to FERC approval

Primary Term End Date: The end of the day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending July 31, 2024; 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): 348 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

Liberty Utilities (Midstates Natural Gas) Corp.
Attn: Martin DeBruin
15 Buttrick Road
Londonderry, NH 03053
Email: martin.debruin@libertyutilities.com

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(continued)

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

By: *Tina Faraca*
Name: _____
Title: _____
Date: _____

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LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

By: *[Signature]*
Name: *WILLIAM RILEY*
Title: *DIRECTOR ENERGY PROCUREMENT*
Date: *12/17/19*

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

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, Exhibits A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) This Agreement supersedes and cancels Contract #5124 as effective January 1, 2019 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.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

Primary Path

From: GULF SOUTH PERRYVILLE #808760

To: ATMOS MO #805502

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.

Rate Zone Capacity

Field	348 Dth/D
Market	348 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>
GULF SOUTH PERRYVILLE #808760	348 Dth/D	ATMOS MO #805502	348 Dth/D

* 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: Tina Faraca
 Name: _____
 Title: _____
 Date: _____

LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

By: [Signature]
 Name: WILLIAM KILLEN
 Title: DIRECTOR ENERGY PROCUREMENT
 Date: 12/17/19

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EFFECTIVE JANUARY 1, 2019, SUPERSEDES EXHIBIT A EFFECTIVE JANUARY 1, 2019.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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 those specified on Exhibit A as in effect on the date hereof.
- (d) Description of Rate: Negotiated Rate X Discounted Rate
For the period January 1, 2019 through July 31, 2019, 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 on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.1376 per Dth for the Market Zone with a Usage Charge of \$0.0085 per Dth and a base daily Reservation Charge of \$0.0531 per Dth for the Field Zone with a Usage Charge of \$0.0030 per Dth.
- For the period beginning August 1, 2019 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.2119 per Dth for the Market Zone with a Usage Charge of \$0.0098 per Dth and a base daily Reservation Charge of \$0.0698 per Dth for the Field Zone with a Usage Charge of \$0.0031 per Dth.
- Consistent with the foregoing, 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 also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.
- (e) Term of Rate: Begin Date(s): January 1, 2019
End Date(s): The end of the day on July 31, 2024

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT B
(continued)

- (f) Authorized Overrun:
Any authorized overrun quantities shall be at the applicable 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 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

By: Tina Faraca
Name: _____
Title: _____
Date: _____

LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

By: William Killeen
Name: WILLIAM KILLEEN
Title: DIRECTOR ENERGY PROCUREMENT
Date: 12/17/19

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EFFECTIVE JANUARY 1, 2019.

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.50, Version 0.0.1

Effective January 1, 2019

Liberty Utilities (Midstates Natural Gas) Corp. TSA No. 5125 (RS FTS)

Option Code "A"

SUPERSEDING
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 Liberty Utilities (Midstates Natural Gas) Corp., a Missouri 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 August 1, 2012, as amended and restated January 1, 2019, subject to FERC approval

Primary Term End Date: The end of the day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending July 31, 2024; 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): 532 Dth/D

Rate Zone Capacities: See Exhibit A

Such service by MRT shall be during the period from May 16 through November 15 only.

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


Liberty Utilities (Midstates Natural Gas) Corp.
Attn: Martin DeBruin
15 Buttrick Road
Londonderry, NH 03053
Email: martin.debruin@libertyutilities.com

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(continued)

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

By: 
Name: _____
Title: _____
Date: _____

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LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

By: 
Name: WILLIAM KILLEEN
Title: DIRECTOR ENERGY PROCUREMENT
Date: 12 / 17 / 15

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

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, Exhibits A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) Effective January 1, 2019, this Agreement supersedes and cancels Contract #5125, as in effect pursuant to an amendment effective May 16, 2015, 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 all 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.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

Primary Path

From: GLENDALE - EGT FLD RCPT #805547

To: STORAGE #805607

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.


Rate Zone Capacities

Field	532 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	532 Dth/D	STORAGE #805607	532 Dth/D

* 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.

Such service by MRT shall be offered during the time period from May 16 through November 15 only.


ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

By: 
Name: _____
Title: _____
Date: _____

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LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

By: 
Name: WILLIAM KILFEN
Title: DIRECTOR ENERGY PROCUREMENT
Date: 12 / 17 / 19

EFFECTIVE JANUARY 1, 2019, SUPERSEDES EXHIBIT A EFFECTIVE MAY 16, 2015.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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 those specified on Exhibit A as in effect on the date hereof.
- (d) Description of Rate: Negotiated Rate X Discounted Rate
For the period January 1, 2019 through July 31, 2019, 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 on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.0531 per Dth for the Field Zone with a Usage Charge of \$0.0030 per Dth.

For the period beginning August 1, 2019 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.0698 per Dth for the Field Zone with a Usage Charge of \$0.0031 per Dth.

Consistent with the foregoing, 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 also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.
- (e) Term of Rate: Begin Date(s): January 1, 2019
End Date(s): The end of the day on July 31, 2024

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT B
(continued)

- (f) Authorized Overrun:
Any authorized overrun quantities shall be at the applicable 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 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

By: Tina Faraca
Name: _____
Title: _____
Date: _____

LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

By: William Killeen
Name: WILLIAM KILLEEN
Title: DIRECTOR ENERGY PROCUREMENT
Date: 12/17/19

MCS
MCS

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EFFECTIVE JANUARY 1, 2019.

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.51, Version 1.0.1

Effective June 1, 2021

Liberty Utilities (Midstates Natural Gas) Corp. TSA No. 5127 (RS SCT)

Option Code "A"

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

This 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 Liberty Utilities (Midstates Natural Gas) Corp., a Missouri 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 August 1, 2012, as amended and restated June 1, 2021, subject to FERC approval

Primary Term End Date: The end of the Day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of June 1, 2021 and shall continue for a primary term ending July 31, 2024; 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): 2,481 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 SCT. 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


Liberty Utilities (Midstates Natural Gas) Corp.
Attn: Martin DeBruin
15 Buttrick Road
Londonderry, NH 03053
Email: martin.debruin@libertyutilities.com

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


AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT
(continued)

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

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

By: 
Michael C. Stoll (May 28, 2021 11:02 CDT)
 Name: Michael C. Stoll
 Title: Sr. Director, Commercial – T&S
 Date: May 28, 2021

LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

By: 
 Name: William Killeen
 Title: Director Energy Procurement
 Date: 5/28/2021

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

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 SCT 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.

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

GENERAL TERMS AND CONDITIONS
(continued)

- 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 Schedule 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 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 A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) This Agreement amends and restates the Superseding Amended and Restated Agreement effective January 1, 2019 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.

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

EXHIBIT A

Primary Path

From: WASKOM – EGT RCPT #808527
TRUNKLINE GAS RECEIPT #12817

To: ATMOS MO #805502

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 355 Dth/D

On any given day, the customer is entitled to the greater of 355 Dth or .35% of available West Line capacity.

Rate Zone Capacities

Market	2,481 Dth/D
Field	1,848 Dth/D

Primary Receipt Point(s)	Maximum Quantity (Dth/D)*	Primary Delivery Point(s)	Maximum Quantity (Dth/D)*
GLENDAL – EGT FLD RCPT #805547	1,493	ATMOS MO #805502	2,481
DELHI @ HARRISON #90571	171		
WASKOM – EGT #808527	184		
TRUNKLINE GAS RECEIPT #12817	633		
STORAGE #805607	1,848		


* 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
Michael C. Stoll (May 28, 2021 11:02 CDT)

Name: Michael C. Stoll
Title: Sr. Director, Commercial – T&S
Date: May 28, 2021

LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

By: 
Name: William Killeen
Title: Director Energy Procurement
Date: 5/28/2021

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

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

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 those specified on Exhibit A as in effect on the date hereof.
- (d) **Description of Rate:** Negotiated Rate X Discounted Rate
For the period beginning June 1, 2021 through December 31, 2021, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a Usage Charge of \$0.4337 per Dth for the Market Zone and \$0.1426 per Dth for the Field Zone.

For the period beginning January 1, 2022 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a Usage Charge of \$0.5027 per Dth for the Market Zone and \$0.1653 per Dth for the Field Zone.

Consistent with the foregoing, Customer shall also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.

(e) Term of Rate: Begin Date(s): June 1, 2021
End Date(s): The end of the day on July 31, 2024

(f) Authorized Overrun: Any authorized overrun quantities shall be at the applicable 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 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.

By: 
Name: William Killeen
Title: Director Energy Procurement
Date: 5/28/2021

Page 7 of 7

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.52, Version 0.0.1

Effective January 1, 2019

Liberty Utilities (Midstates Natural Gas) Corp. TSA No. 5128 (RS FTS)

Option Code "A"

SUPERSEDING
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 Liberty Utilities (Midstates Natural Gas) Corp., a Missouri 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 August 1, 2012, as amended and restated January 1, 2019, subject to FERC approval

Primary Term End Date: The end of the day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending July 31, 2024; 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): 133 Dth/D

Rate Zone Capacities: See Exhibit A

Such service by MRT shall be during the period from May 16 through November 15 only.

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

Liberty Utilities (Midstates Natural Gas) Corp.
Attn: Martin DeBruin
15 Buttrick Road
Londonderry, NH 03053
Email: martin.debruin@libertyutilities.com

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(continued)

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

By: *Tina Faraca*
Name: _____
Title: _____
Date: _____

MCS
MCS

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LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

By: *W. Killen*
Name: WILLIAM KILLEN
Title: DIRECTOR ENERGY PROCUREMENT
Date: 12/14/19

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

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, Exhibits A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) Effective January 1, 2019, this Agreement supersedes and cancels Contract #5128, as in effect pursuant to an amendment effective May 16, 2015, 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 all 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.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

Primary Path

From: GLENDALE - EGT FLD RCPT #805547

To: STORAGE #805607

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.

Rate Zone Capacities

Field	133 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	133 Dth/D	STORAGE #805607	133 Dth/D

* 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.

Such service by MRT shall be offered during the time period from May 16 through November 15 only.

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

By: Tina Faraca
Name: _____
Title: _____
Date: _____

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LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

By: William Killeen
Name: _____
Title: DIRECTOR ENERGY PROCUREMENT
Date: 12/17/14

EFFECTIVE JANUARY 1, 2019, SUPERSEDES EXHIBIT A EFFECTIVE MAY 16, 2015.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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 those specified on Exhibit A as in effect on the date hereof.
- (d) Description of Rate: Negotiated Rate X Discounted Rate (Check one)
For the period January 1, 2019 through July 31, 2019, 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 on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.0531 per Dth for the Field Zone with a Usage Charge of \$0.0030 per Dth.

For the period beginning August 1, 2019 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.0698 per Dth for the Field Zone with a Usage Charge of \$0.0031 per Dth.

Consistent with the foregoing, 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 also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.
- (e) Term of Rate: Begin Date(s): January 1, 2019
End Date(s): The end of the day on July 31, 2024

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT B
(continued)

- (f) Authorized Overrun:
Any authorized overrun quantities shall be at the applicable 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 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

By: Tina Faraca
Name: _____
Title: _____
Date: _____

LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

By: William Killen
Name: WILLIAM KILLEN
Title: DIRECTOR ENERGY PROCUREMENT
Date: 12/17/19

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EFFECTIVE JANUARY 1, 2019.

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.53, Version 1.0.1

Effective June 1, 2021

Liberty Utilities (Midstates Natural Gas) Corp. TSA No. 5129 (RS SCT)

Option Code "A"

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

This 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 Liberty Utilities (Midstates Natural Gas) Corp., a Missouri 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 August 1, 2012, as amended and restated June 1, 2021, subject to FERC approval

Primary Term End Date: The end of the Day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of June 1, 2021 and shall continue for a primary term ending July 31, 2024; 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): 783 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 SCT. 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

Liberty Utilities (Midstates Natural Gas) Corp.
Attn: Martin DeBruin
15 Buttrick Road
Londonderry, NH 03053
Email: martin.debruin@libertyutilities.com

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

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT
(continued)

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

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

Michael C. Stoll

By: Michael C. Stoll (May 28, 2021 11:03 CDT)

Name: Michael C. Stoll

Title: Sr. Director, Commercial – T&S

Date: May 28, 2021

LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.



By: _____

Name: William Killeen

Title: Director Energy Procurement

Date: 5/28/2021

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

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 SCT 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.

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

GENERAL TERMS AND CONDITIONS
(continued)

- 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 Schedule 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 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 A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) This Agreement amends and restates the Superseding Amended and Restated Agreement effective January 1, 2019 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.

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

EXHIBIT A

Primary Path

From: TRUNKLINE GAS RECEIPT #12817
WASKOM – EGT #808527

To: ATMOS IL #805532

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 89 Dth/D

On any given day, the customer is entitled to the greater of 89 Dth or .09% of available West Line capacity.

Rate Zone Capacities

Market	783 Dth/D		
Field	479 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>
TRUNKLINE GAS RECEIPT #12817	225 Dth/D	ATMOS IL #805532	783 Dth/D
GLENDALÉ – EGT FLD RCPT #805547	78 Dth/D		
GLENDALÉ – EGT MKT RCPT #808654	79 Dth/D		
GULF SOUTH PERRYVILLE #808760	312 Dth/D		
WASKOM – EGT #808527	47 Dth/D		
SLIGO #90386	42 Dth/D		
STORAGE #805607	479 Dth/D		

* 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
Michael C. Stoll (May 28, 2021 11:03 CDT)

Name: Michael C. Stoll

Title: Sr. Director, Commercial – T&S

Date: May 28, 2021

LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

By: William Killeen

Name: William Killeen

Title: Director Energy Procurement

Date: 5/28/2021

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

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

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 those specified on Exhibit A as in effect on the date hereof.
- (d) **Description of Rate:** Negotiated Rate X Discounted Rate
For the period beginning June 1, 2021 through December 31, 2021, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a Usage Charge of \$0.4337 per Dth for the Market Zone and \$0.1426 per Dth for the Field Zone.

For the period beginning January 1, 2022 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a Usage Charge of \$0.5027 per Dth for the Market Zone and \$0.1653 per Dth for the Field Zone.

Consistent with the foregoing, Customer shall also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.

(e) Term of Rate: Begin Date(s): June 1, 2021
End Date(s): The end of the day on July 31, 2024

(f) Authorized Overrun: Any authorized overrun quantities shall be at the applicable 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 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.

By: W. Killeen
Name: William Killeen
Title: Director Energy Procurement
Date: 5/28/2021

Page 7 of 7

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.54, Version 0.0.1

Effective January 1, 2019

City of Bismarck, Missouri TSA No. 298 (RS FTS)

Option Code "A"

Contract #298

SUPERSEDING
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 City of Bismarck, Missouri, a municipal 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 November 1, 1993, as amended and restated January 1, 2019, subject to FERC approval

Primary Term End Date: The end of the day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending July 31, 2024; 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): 62 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

City of Bismarck, Missouri

Attn: City Hall

924 Center St. P.O. Box 27

Bismarck, MO 63624

Phone: 573-734-2125

Email: bismarck.of@sbcglobal.net

Contract #298

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(continued)

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

By: Tina Faraca BD
Name: _____ bd
Title: _____ MCS
Date: _____ ST
ST

CITY OF BISMARCK, MISSOURI

By: J.T. Shy
Name: J.T. Shy
Title: MAYOR
Date: 12-17-19

Contract #298

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

Contract #298

SUPERSEDING
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, Exhibits A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) Effective January 1, 2019, this Agreement supersedes and cancels Contract #298 as in effect pursuant to an amendment effective July 1, 2014 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 all 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.

Contract #298

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

Primary Path

From: GLENDALE – EGT MKT RCPT #808654

To: BISMARCK, CITY OF #90235

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.

Rate Zone Capacity

Market

62 Dth/D

Primary Receipt Point(s)
GLENDALE – EGT MKT RCPT
#808654

Maximum Quantity (Dth/D)*
62 Dth/D

Primary Delivery Point(s)
BISMARCK, CITY OF
#90235

Maximum Quantity (Dth/D)*
62 Dth/D

* 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: Tina Faraca (Dec 24, 2019)

Name:

Title:

Date:

BD
bdMCS
MCSST
ST

CITY OF BISMARCK, MISSOURI

By: J.T. ShyName: J.T. ShyTitle: MAJORDate: 12-17-19

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

Contract #298

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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 those specified on Exhibit A as in effect on the date hereof.
- (d) **Description of Rate:** Negotiated Rate X Discounted Rate _____
For the period January 1, 2019 through July 31, 2019, 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 on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.1376 per Dth for the Market Zone with a Usage Charge of \$0.0085 per Dth.

For the period beginning August 1, 2019 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.2119 per Dth for the Market Zone with a Usage Charge of \$0.0098 per Dth.

Consistent with the foregoing, 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 also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.
- (e) **Term of Rate:** Begin Date(s): January 1, 2019
End Date(s): The end of the day on July 31, 2024

Contract #298

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT B
(continued)

- (f) Authorized Overrun:
Any authorized overrun quantities shall be at the applicable 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 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

By: *Tina Faraca*
 Name: _____
 Title: _____
 Date: _____

BD
 bd
MCS
 MCS
ST
 ST

CITY OF BISMARCK, MISSOURI

By: *J. T. Shy*
 Name: *J. T. Shy*
 Title: *MAYOR*
 Date: *12-17-19*

EFFECTIVE JANUARY 1, 2019

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.55, Version 1.0.1

Effective October 1, 2021

City of Bismarck, Missouri TSA No. 451 (RS SCT)

Option Code "A"

Contract #451

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

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 City of Bismarck, Missouri, a Missouri municipal 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 November 1, 1993, as amended and restated October 1, 2021, subject to FERC approval

Primary Term End Date: The end of the Day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of October 1, 2021 and shall continue for a primary term ending July 31, 2024; 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): 567 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 SCT. 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 as a capacity release award.

5) ADDRESSES

City of Bismarck, Missouri
Attn: City Hall
924 Center St. P.O. Box 27
Bismarck, MO 63624
Phone: 573-734-2125
Email: bismarck.of@sbcglobal.net

the term of this Agreement, or in

Contract #451

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT
(continued)

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

CITY OF BISMARCK, MISSOURI

By: Steven G. Tramonte
Name: Steven G. Tramonte
Title: VP, Commercial Transportation & Storage
Date: _____

By: Jeremy Shy
Name: Jeremy Shy
Title: MAYOR
Date: Sept 14 2021

MCS
MCS

and payments shall be located

Date: _____

Contract #451

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

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 SCT 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 revision 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, as well as
- 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.

Contract #451

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

GENERAL TERMS AND CONDITIONS
(continued)

- 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 Schedule 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 a Customer's affiliate, subject to the assignee's satisfaction of the terms in Section 5.4.3, 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 A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) Effective October 1, 2021, this Agreement amends and restates Contract #6129, as in effect pursuant to an amendment effective January 1, 2019, 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.

character.

Contract #451

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

EXHIBIT A

Primary Paths

From: WASKOM - EGT #808527

To: BISMARCK CITY OF #90235

TRUNKLINE GAS RECEIPT #12817

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 105 Dth/D

On any given day, the customer is entitled to the greater of 105 Dth or .10% of available West Line capacity.

Rate Zone Capacities

Field Zone	409 Dth/D
Market Zone	567 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>
GULF SOUTH PERRYVILLE #808760	304 Dth/D	BISMARCK CITY OF #90235	567 Dth/D
SLIGO #90386	50 Dth/D		
WASKOM - EGT #808527	55 Dth/D		
TRUNKLINE GAS RECEIPT #12817	41 Dth/D		
NGPL @ SHATTUC/CLINTON #805588	117 Dth/D		

Primary Delivery Point(s) Max.

* 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

CITY OF BISMARCK, MISSOURI

By: Steven G. Tramonte
Steven G. Tramonte (Oct 1, 2021 08:20 CDT)
 Name: Steven G. Tramonte
 Title: VP, Commercial Transportation & Storage
 Date: _____

By: [Signature]
 Name: Mayor
 Title: MAYOR
 Date: Sept 14 2021

MCS
MCS

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

CITY OF BISMARCK, MISSOURI

Contract #451

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

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 all charges: 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 those specified on Exhibit A as in effect on the date hereof.
- (d) Description of Rate: Negotiated Rate X Discounted Rate _____
For the period July 1, 2021 through December 31, 2021, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a Usage Charge of \$0.4337 per Dth for the Market Zone and \$0.1426 per Dth for the Field Zone.

For the period beginning January 1, 2022 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a Usage Charge of \$0.5027 per Dth for the Market Zone and \$0.1653 per Dth for the Field Zone.

Consistent with the foregoing, Customer shall also pay any applicable penalties, fees, surcharges and assessments.

Negotiated Rate _____
MRT and Customer agree that the

Contract #451

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

EXHIBIT B
(continued)

- (e) Term of Rate: Begin Date(s): October 1, 2021
End Date(s): The end of the day on July 31, 2024
- (f) Authorized Overrun: Any authorized overrun quantities shall be at the applicable 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 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

CITY OF BISMARCK, MISSOURI

By: Steven G. Tramonte
Name: Steven G. Tramonte
Title: VP, Commercial Transportation & Storage
Date: _____

By: [Signature]
Name: Mayor
Title: Mayor
Date: Sept 14 2021

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EFFECTIVE OCTOBER 1, 2021, SUPERSEDES EXHIBIT B EFFECTIVE JANUARY 1, 2019

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.56, Version 0.0.1

Effective January 1, 2019

Elementis Specialties, Inc. TSA No. 226 (RS FTS)

Option Code "A"

SUPERSEDING
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 Elementis Specialties, Inc., 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 November 1, 1993, as amended and restated January 1, 2019, subject to FERC approval

Primary Term End Date: The end of the day on October 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending October 31, 2024; 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): 461 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


Elementis Specialties, Inc.
William Lashley
5448 Manchester
St. Louis, MO 63110
E-mail: Bill.Lashley@elementis.com

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(continued)


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

By: 
Tina Faraca (Feb 3, 2020)
Name: _____
Title: _____
Date: _____

ELEMENTIS SPECIALTIES, INC.

By: 
Name: William A. Lashley
Title: Plant Manager
Date: 1/31/2020

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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

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, Exhibits A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) Effective January 1, 2019, this Agreement supersedes and cancels Contract #226, as in effect pursuant to amendments dated November 1, 2016 and August 1, 2019, 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.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

Primary Path

January 1, 2019 - July 31, 2019

From: WASKOM - EGT #808527

TRUNKLINE GAS RECEIPT #12817

To: ELEMENTIS SPECIALTIES #805499

August 1, 2019 - October 31, 2024

From: WASKOM - EGT #808527

To: ELEMENTIS SPECIALTIES #805499

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 52 Dth/D

On any given day, Customer is entitled to the greater of 52 Dth or .05% of available West Line capacity.

Rate Zone Capacities

Field	237 Dth/D
Market	461 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>
January 1, 2019 - July 31, 2019			
TRUNKLINE GAS RECEIPT Meter #12817	120 Dth/D	ELEMENTIS SPECIALTIES Meter #805499	461 Dth/D
NGPL @ SHATTUC/CLINTON Meter #805588	12 Dth/D		
DUKE @ SUGAR CREEK Meter #805595	24 Dth/D		
WASKOM - EGT Meter #808527	15 Dth/D		
EASTRANS DCP CARTH MRT Meter #808641	13 Dth/D		
GLENDAL - EGT MKT RCPT Meter #808654	92 Dth/D		
GULF SOUTH PERRYVILLE Meter #808760	185 Dth/D		

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A
(continued)

August 1, 2019 - October 31, 2024

TGT BOARDWALK 132 Dth/D
Meter #90722ELEMENTIS SPECIALTIES 461 Dth/D
Meter #805499DUKE @ SUGAR CREEK 24 Dth/D
Meter #805595WASKOM - EGT 15 Dth/D
Meter #808527EASTRANS DCP CARTH MRT 13 Dth/D
Meter #808641GLENDALE - EGT MKT RCPT 92 Dth/D
Meter #808654GULF SOUTH PERRYVILLE 185 Dth/D
Meter #808760

* 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

ELEMENTIS SPECIALTIES, INC.

By: Tina Faraca (Feb 3, 2020)
Name: _____
Title: _____
Date: _____

By: William A. Leashley
Name: William A. Leashley
Title: Plant Manager
Date: 1/31/2020

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EFFECTIVE JANUARY 1, 2019, SUPERSEDES EXHIBIT A EFFECTIVE NOVEMBER 1, 2016 AND AUGUST 1, 2019

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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 those specified on Exhibit A as in effect on the date hereof.
- (d) **Description of Rate:** Negotiated Rate X Discounted Rate
For the period January 1, 2019 through July 31, 2019, 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 on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.1376 per Dth for the Market Zone with a Usage Charge of \$0.0085 per Dth and a base daily Reservation Charge of \$0.0531 per Dth for the Field Zone with a Usage Charge of \$0.0030 per Dth.

For the period beginning August 1, 2019 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.2119 per Dth for the Market Zone with a Usage Charge of \$0.0098 per Dth and a base daily Reservation Charge of 0.0698 per Dth for the Field Zone with a Usage Charge of \$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 October 31, 2024, Customer shall pay the Commission-approved maximum lawful Reservation Charge for FTS Market Zone service and/or Field Zone service, as applicable.

Consistent with the foregoing, 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.

- (e) Term of Rate: Beginning Date(s): January 1, 2019
End Date(s): The end of the day on October 31, 2024
- (f) Authorized Overrun:
The rate for up to 237 Dth/D from Receipt Points within the Field Zone to Delivery Points within the Market Zone shall be equal to 85% of the Maximum Rate Schedule ITS Tariff rate for Field Zone to Market Zone Usage Charges. Any other authorized overrun quantities shall be at the applicable 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 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.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT B
(continued)

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

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

ELEMENTIS SPECIALTIES, INC.

By: *Tina Faraca*
By: Tina Faraca (Feb 3, 2020)
Name: _____
Title: _____
Date: _____

By: *[Signature]*
By: _____
Name: *Wiley A. Cashley*
Title: *Asst. Manager*
Date: *1/31/2020*

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RMD

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EFFECTIVE January 1, 2019

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.57, Version 0.0.1

Effective January 1, 2019

Olin Corporation TSA No. 184 (RS FTS)

Option Code "A"

SUPERSEDING
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 Olin Corporation, a Virginia 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 November 1, 1993 as amended and restated January 1, 2019 subject to FERC approval

Primary Term End Date: The end of the day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending July 31, 2024 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): 3,000 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


For Notices to Customer:
Olin Corporation
Attn: Gretchen Joehl
600 Powder Mill Road
East Alton, Illinois 62024
Telephone: 618-258-3560
Facsimile: 618-251-3111
Email: GAJoehl@Olin.com

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(continued)

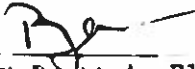
MRT's wire transfer information and addresses for notices and payments shall be located on MRT's Internet web site.

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

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

By: 
Name: Tina Faraca (Feb 17, 2020)
Title: _____
Date: _____

OLIN CORPORATION

By: 
Name: Brett A. Flaughner
Title: Vice President and President, Winchester
Date: 2/7/2020

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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

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

GENERAL TERMS AND CONDITIONS
(continued)

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 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 A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) This Agreement supersedes and cancels Contract #184 effective June 1, 2017 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 all 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.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

Primary Path
From: Delhi @ Harrison
#90571

To: Olin Corporation
#805498

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 5 Dth/D

On any given day, Customer is entitled to the greater of 5 Dth or .005% of available West Line capacity.


Rate Zone Capacity

Field	3,000 Dth/D
Market	3,000 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>
Gulf South Perryville #808760	2,995	Olin Corporation #805498	3,000
Delhi @ Harrison #90571	5		

* 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: 
Name: Tina Faraca (Feb 17, 2020)
Title: _____
Date: _____

OLIN CORPORATION

By: 
Name: Brett A. Flaugh
Title: Vice President and President, Winchester
Date: 2/7/2020

EFFECTIVE JANUARY 1, 2019 SUPERSEDES EXHIBIT A EFFECTIVE JUNE 1, 2017

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SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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 those specified on Exhibit A as in effect on the date hereof.
- (d) Description of Rate: Negotiated Rate ☒ Discounted Rate _____ (Check one)
For the period January 1, 2019 through July 31, 2019, 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 on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.1376 per Dth for the Market Zone with a Usage Charge of \$0.0085 per Dth and a base daily Reservation Charge of \$0.0531 per Dth for the Field Zone with a Usage Charge of \$0.0030 per Dth.

For the period beginning August 1, 2019 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.2119 per Dth for the Market Zone with a Usage Charge of \$0.0098 per Dth and a base daily Reservation Charge of \$0.0698 per Dth for the Field Zone with a Usage Charge of \$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.

Consistent with the foregoing, 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 also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.

- Page 7 of 8

Contract # 184

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

OLIN CORPORATION

By: 

Name: Tina Faraca (Feb 17, 2020)

Title: Tina Faraca (Feb 17, 2020)

Date: _____

By: 

Name: Brett A. Flaughner

Title: Vice President and President, Winchester

Date: 2/7/2020

EFFECTIVE JANUARY 1, 2019

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Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.58, Version 0.0.1

Effective January 1, 2019

Olin Corporation TSA No. 3699 (RS FTS)

Option Code "A"

SUPERSEDING
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 Olin Corporation, a Virginia 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, 2004 as amended and restated January 1, 2019 subject to FERC approval

Primary Term End Date: The end of the day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending July 31, 2024 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): 750 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

For Notices to Customer:

Olin Corporation

Attn: Gretchen Joehl

600 Powder Mill Road

East Alton, Illinois 62024

Telephone: 618-258-3560

Facsimile: 618-251-3111

Email: GAJoehl@Olin.com

Contract # 3699

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(continued)

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

By: 

Name:

Tina Faraca (Feb 17, 2020)

Title: _____

Date: _____

OLIN CORPORATION

By: 

Name: Brett A. Flaugh

Title: Vice President and President, Winchester

Date: 2/7/2020

BD

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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

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

GENERAL TERMS AND CONDITIONS
(continued)

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 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 A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) This Agreement supersedes and cancels Contract #3699 effective May 1, 2014 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 all 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.

Contract # 3699

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

Primary Path
From: Perryville DISP - EGT
#12993

To: Olin Corporation
#805498

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.

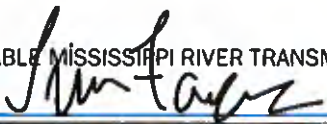
Rate Zone Capacity

Field	750 Dth/D
Market	750 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>
Perryville DISP - EGT #12993	750	Olin Corporation #805498	750

* 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: 
Name: Tina Faraca (Feb 17, 2020)
Title: _____
Date: _____

OLIN CORPORATION

By: 
Name: Brett A. Flaughner
Title: Vice President and President, Winchester
Date: 2/7/2020

EFFECTIVE JANUARY 1, 2019 SUPERSEDES EXHIBIT A EFFECTIVE MAY 1, 2014

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BD

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SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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 those specified on Exhibit A as in effect on the date hereof.
- (d) **Description of Rate:** Negotiated Rate ☒ Discounted Rate ☐ (Check one)
For the period January 1, 2019 through July 31, 2019, 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 on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.1376 per Dth for the Market Zone with a Usage Charge of \$0.0085 per Dth and a base daily Reservation Charge of \$0.0531 per Dth for the Field Zone with a Usage Charge of \$0.0030 per Dth.

For the period beginning August 1, 2019 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.2119 per Dth for the Market Zone with a Usage Charge of \$0.0098 per Dth and a base daily Reservation Charge of \$0.0698 per Dth for the Field Zone with a Usage Charge of \$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.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT B
(continued)

Consistent with the foregoing, 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 also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.

- (e) Term of Rate: Begin Date(s): January 1, 2019
 End Date(s): The end of the day on July 31, 2024

- (f) Authorized Overrun:
The rate for up to 750 Dth/d from Receipt Points within the Field Zone to Delivery Points within the Market Zone shall be equal to 85% of the Maximum Rate Schedule ITS Tariff rate for Field Zone to Market Zone Usage Charges. Any other authorized overrun quantities shall be at the applicable 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.

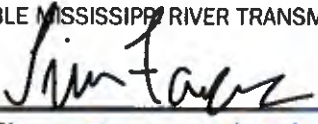
 - (ii) Regulatory Authority: This Exhibit B is subject to Section 30 of the GT&C of MRT's Tariff. MRT and Customer hereby acknowledge that this Exhibit B is subject to all valid and applicable federal and local laws and to the orders, rules and regulations of any constituted federal or local regulatory 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 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.

Contract # 3699

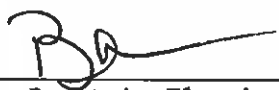
SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

By: 
Name: Tina Faraca (Feb 17, 2020)
Title:
Date:

OLIN CORPORATION

By: 
Name: Brett A. Flaughner
Title: Vice President and President, Winchester
Date: 2/7/2020

EFFECTIVE JANUARY 1, 2019


BD


MCS


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Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.59, Version 0.0.1

Effective January 1, 2019

City or Red Bud TSA No. 351 (RS FTS)

Option Code "A"

**SUPERSEDING
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 City of Red Bud, Illinois, a municipal 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 November 1, 1993, as amended and restated January 1, 2019, subject to FERC approval

Primary Term End Date: The end of the day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending July 31, 2024; 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): 829 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

City of Red Bud, IL
Mayor Tim Lowry
200 East Market Street
Red Bud, IL 62278
Telephone: 618.282.2315
Fax: 618.282.4344
Email: mayor@cityofredbud.org

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(continued)

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

By: *Tina Faraca*
Name: Tina V. Faraca
Title: Sr. Vice President and Chief Commercial Officer
Date: 2-6-2020

CITY OF RED BUD, ILLINOIS,

By: *Timothy R Lowry*
Name: Timothy R Lowry
Title: Mayor
Date: 1/7/2019

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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 LUGF.
- 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 LUGF 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

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

**GENERAL TERMS AND CONDITIONS
(continued)**

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 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 A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) This Agreement supersedes and cancels Contract #351 as effective July 1, 2014 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 all 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.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

Primary Path

From: Gulf South Perryville #808760

To: Red Bud City of #90220

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.

Rate Zone Capacities

Field	829 Dth/D
Market	829 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>
Gulf South Perryville Meter #808760	829	Red Bud City of Meter #90220	829

* 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: *Tina V. Faraca*
 Name: Tina V. Faraca
 Title: Sr. Vice President and Chief Commercial Officer
 Date: 2-8-2020

CITY OF RED BUD, ILLINOIS

By: *Timothy R. Loney*
 Name: Timothy R. Loney
 Title: Mayor
 Date: 1/7/2020

EFFECTIVE JANUARY 1, 2019, SUPERSEDES EXHIBIT A EFFECTIVE JULY 1, 2014

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SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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 those specified on Exhibit A as in effect on the date hereof.
- (d) **Description of Rate:** Negotiated Rate X Discounted Rate _____ (Check one)
For the period January 1, 2019 through July 31, 2019, 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 on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.1376 per Dth for the Market Zone with a Usage Charge of \$0.0085 per Dth and a base daily Reservation Charge of \$0.0531 per Dth for the Field Zone with a Usage Charge of \$0.0030 per Dth.

For the period beginning August 1, 2019 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.2119 per Dth for the Market Zone with a Usage Charge of \$0.0098 per Dth and a base daily Reservation Charge of \$0.0698 per Dth for the Field Zone with a Usage Charge of \$0.0031 per Dth.

Consistent with the foregoing, 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 also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.

- (e) **Term of Rate:** Begin Date(s): January 1, 2019
End Date(s): The end of the day on July 31, 2024


SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT B
(continued)

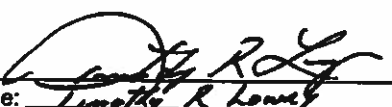
- (f) **Authorized Overrun:**
Any authorized overrun quantities shall be at the applicable maximum Tariff rate.
- (g) **Rate-Related Provisions:**
- (i) **Consideration for Rate Granted:** MRT agrees to the rates specified in this Exhibit B in exchange for Customer's agreement to forego credits or other 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 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

By: 
Name: Tina V. Faraca
Title: Sr. Vice President and Chief Commercial Officer
Date: 2-8-2020

CITY OF RED BUD, ILLINOIS

By: 
Name: Timothy R. Lowery
Title: MAYOR
Date: 1/7/2020

MCS
MCS

EFFECTIVE JANUARY 1, 2019

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Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.60, Version 0.0.1

Effective January 1, 2019

City or Red Bud TSA No. 1020 (RS FTS)

Option Code "A"

**SUPERSEDING
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 City of Red Bud, Illinois, a municipal 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 16, 1995, as amended and restated January 1, 2019, subject to FERC approval

Primary Term End Date: The end of the day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending July 31, 2024; 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): 258 Dth/D

Rate Zone Capacities: See Exhibit A

Such service by MRT shall be during the period from May 16 through November 15 only.

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

City of Red Bud, IL
Mayor Tim Lowry
200 East Market Street
Red Bud, IL 62278
Telephone: 618.282.2315
Fax: 618.282.4344
Email: mayor@cityofredbud.org

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(continued)

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

By: Tina Faraca
By: Tina Faraca (Feb 12, 2020)

Name: Tina V. Faraca

Title: Sr. Vice President and Chief Commercial Officer

Date: 2-12-2020

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CITY OF RED BUD, ILLINOIS

By: [Signature]

Name: Timothy R. Landry

Title: Mayor

Date: 1/7/2020

**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 LUG.
- 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 LUG 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

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

GENERAL TERMS AND CONDITIONS
(continued)

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 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 A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) Effective January 1, 2019, this Agreement supersedes and cancels Contract #1020 as in effect pursuant to an amendment effective May 16, 2017 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 all 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.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

Primary Path

From: Glendale - EGT Meter #805547

To: Storage Meter #805607

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.

Rate Zone Capacity

Field 258 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 Meter #805547	258	Storage Meter #805607	258

* 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.

Such service by MRT shall be offered during the time period from May 16 through November 15 only.

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

By: Tina Faraca (Feb 12, 2020)

Name: Tina V. Faraca

Title: Sr. Vice President and Chief Commercial Officer

Date: 2-12-2020

CITY OF RED BUD, ILLINOIS

By: [Signature]Name: Timothy R. LemaireTitle: MayorDate: 1/7/2020

EFFECTIVE JANUARY 1, 2019, SUPERSEDES EXHIBIT A EFFECTIVE MAY 16, 2017

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

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 those specified on Exhibit A as in effect on the date hereof.
- (d) **Description of Rate:** Negotiated Rate X Discounted Rate (Check one)
For the period January 1, 2019 through July 31, 2019, 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 on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.0531 per Dth for the Field Zone with a Usage Charge of \$0.0030 per Dth.

For the period beginning August 1, 2019 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.0698 per Dth for the Field Zone with a Usage Charge of \$0.0031 per Dth.

Consistent with the foregoing, 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 also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.

- (e) **Term of Rate:** Begin Date(s): January 1, 2019
End Date(s): The end of the day on July 31, 2024

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT B
(continued)

- (f) **Authorized Overrun:**
Any authorized overrun quantities shall be at the applicable 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 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

CITY OF RED BUD, ILLINOIS

Tina Faraca
By: Tina Faraca (Feb 12, 2020)

Name: Tina V. Faraca
Title: Sr. Vice President and Chief Commercial Officer
Date: 2-12-2020

Timothy R. Lowery
By: Timothy R. Lowery
Name: Timothy R. Lowery
Title: Mayor
Date: 1/7/2020

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EFFECTIVE JANUARY 1, 2019

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Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.61, Version 1.0.1

Effective June 9, 2021

City or Red Bud TSA No. 460 (RS SCT)

Option Code "A"

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

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 City of Red Bud, Illinois, a municipal 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 November 1, 1993, as amended and restated June 9, 2021, subject to FERC approval

Primary Term End Date: The end of the day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of June 9, 2021 and shall continue for a primary term ending July 31, 2024; 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): 1,520 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 SCT. 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

City of Red Bud, Illinois
Mayor Tim Lowry
200 East Market Street
Red Bud, IL 62278
Telephone: 618.282.2315
Fax: 618.282.4344
Email: mayor@cityofredbud.org

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


AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT
(continued)

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

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

By: Michael C. Stoll
Michael C. Stoll (Jun 8, 2021 19:57 EDT)
Name: Michael C. Stoll
Title: Sr. Director, Commercial - T&S
Date: Jun 8, 2021

CITY OF RED BUD, ILLINOIS

By: 
Name: Timothy Lounsbury
Title: Mayor
Date: 6-8-2021

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

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 SCT 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.

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

GENERAL TERMS AND CONDITIONS
(continued)

- 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 Schedule 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 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 A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) This Agreement amends and restates the Superseding Amended and Restated Agreement effective January 1, 2019 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.

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

EXHIBIT A

Primary Paths

From: Waskom - EGT Meter #808527
Trunkline Gas Receipt Meter #12817

To: City of Red Bud Meter #90220

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 172 Dth/D

On any given day, the customer is entitled to the greater of 172 Dth or .17% of available West Line capacity.

Rate Zone Capacities

Field	930 Dth/D
Market	1,520 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>
Trunkline Gas Receipt Meter #12817	397	City of Red Bud Meter #90220	1,520
Sligo Meter #90386	82		
Glendale - EGT FLD RCPT Meter #805547	150		
NGPL @ Shattuc/Clinton Meter #805588	39		
Storage Meter #805588	930		
Waskom - EGT Meter #808527	90		
Glendale - EGT MKT RCPT Meter #808654	154		
Gulf South Perryville Meter #808760	608		

* 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
Michael C. Stoll (Jun 8, 2021 19:57 EDT)
 Name: Michael C. Stoll
 Title: Sr. Director, Commercial - T&S
 Date: Jun 8, 2021

CITY OF RED BUD, ILLINOIS

By: [Signature]
 Name: Tommy L. Campbell
 Title: Mayor
 Date: 6-8-2021

EFFECTIVE JUNE 9, 2021 SUPERSEDES EXHIBIT A EFFECTIVE JANUARY 1, 2019

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

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 those specified on Exhibit A as in effect on the date hereof.
- (d) **Description of Rate:** Negotiated Rate X Discounted Rate (Check one)
For the period beginning June 9, 2021 through December 31, 2021, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a Usage Charge of \$0.4337 per Dth for the Market Zone and \$0.1426 per Dth for the Field Zone.

For the period beginning January 1, 2022 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a Usage Charge of \$0.5027 per Dth for the Market Zone and \$0.1653 per Dth for the Field Zone.

Consistent with the foregoing, Customer shall also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

EXHIBIT B
(continued)


- (e) Term of Rate: Begin Date(s): June 9, 2021
End Date(s): The end of the day on July 31, 2024
- (f) Authorized Overrun: Any authorized overrun quantities shall be at the applicable 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 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

CITY OF RED BUD, ILLINOIS

By: Michael C. Stoll
Michael C. Stoll (Jun 8, 2021 19:57 EDT)
 Name: Michael C. Stoll
 Title: Sr. Director, Commercial - T&S
 Date: Jun 8, 2021

By: 
 Name: Michael C. Stoll
 Title: MRT
 Date: 6-8-2021

EFFECTIVE JUNE 9, 2021. SUPERSEDES EXHIBIT B EFFECTIVE JANUARY 1, 2019

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.62, Version 0.0.1

Effective January 1, 2019

City or Red Bud TSA No. 515 (RS FSS)

Option Code "A"

**SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS**

This STORAGE SERVICE AGREEMENT, hereinafter referred to as "Agreement," made and entered into by and between Enable Mississippi River Transmission, LLC, a Delaware limited liability company, hereinafter called "MRT," and City of Red Bud, Illinois, a municipal corporation, hereinafter called "Customer."

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

1) TERM

Effective Date: Originally November 1, 1993, as amended and restated January 1, 2019, subject to FERC approval

Primary Term End Date: The end of the day on May 15, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending May 15, 2024; 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 Stored Quantity (MSQ): 53,379 Dth
(Based on a heat content of 1,020 Btu per Cubic Foot)

Maximum Daily Withdrawal Quantity (MDWQ): 930 Dth

3) RATE

Service hereunder shall be provided pursuant to Rate Schedule FSS. 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 A, or other format provided for in MRT's Tariff, in effect during the term of this Agreement or in a capacity release award.

4) ADDRESSES:

City of Red Bud, IL
Mayor Tim Lowry
200 East Market Street
Red Bud, IL 62278
Telephone: 618.282.2315
Fax: 618.282.4344
Email: mayor@cityofredbud.org

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

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS
(continued)

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

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

CITY OF RED BUD, ILLINOIS

By: *Tina Faraca*
By: Tina Faraca (Feb 12, 2020)

By: *Timothy R. Lawry*
By: Timothy R. Lawry

Name: Tina V. Faraca

Name: *Timothy R. Lawry*

Title: Sr. Vice President and Chief Commercial Officer

Title: *MAYOR*

Date: 2-12-2020

Date: 1/7/2020

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SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

GENERAL TERMS AND CONDITIONS

- 1) Upon termination hereof for whatever reason, Customer agrees to stop delivering gas to MRT for storage 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, as 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 (including withdrawal of stored quantities) 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' written notice to Customer, may suspend further injections and/or withdrawals 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 injections and/or withdrawals of gas on behalf of Customer.
- 4) Service hereunder shall be provided pursuant to Rate Schedule FSS 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 set forth in MRT's Tariff, as on file and in effect from time to time, and such provisions are incorporated herein by this reference. Any curtailment of storage service hereunder shall be in accordance with the priorities set out in the GT&C. To the extent not inconsistent with effective law, MRT shall have the right to determine the priority and/or scheduling of the storage service under this Agreement and to revise the priority and/or scheduling of this storage 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) 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 Schedule FSS 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 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.

**SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS**

**GENERAL TERMS AND CONDITIONS
(continued)**

- 8) 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.
- 9) 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.
- 10) 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.
- 11) For service at rates other than MRT's applicable maximum Tariff rates, Exhibit A attached hereto is incorporated into this Agreement in its entirety.
- 12) Effective January 1, 2019 this Agreement supersedes and cancels Contract # 515 as in effect pursuant to an amendment effective May 16, 2015 between the parties hereto.
- 13) Pursuant to Section 15.8, GT&C of MRT's Tariff, the parties have agreed to an extension of the term with respect to all of the capacity previously committed under this Agreement.
- 14) 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 in MRT's Tariff.

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

EXHIBIT A

Customer agrees to pay the rates specified on this Exhibit A 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 specified above, the storage rates and charges as defined below for the specified services provided under the Agreement only apply to the quantities and/or time periods described herein. 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 LUGG allowances or charges in such quantities or amounts as authorized from time to time by MRT's Tariff and shall pay any applicable charges, penalties, surcharges, fees, taxes, assessments 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 A 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 earlier than the end of the month following the month in which such termination notice is received.
- (c) **Description of Rate:** Negotiated Rate X Discounted Rate (Check one)

MRT shall bill and Customer shall pay the following rates for service under the Agreement up to the applicable contract limitations (as in effect on the Begin Date of this Exhibit A):

January 1, 2019 – July 31, 2019
Deliverability Charge of \$1.2586 per month;
Capacity Charge of \$0.2788 annually; and
Injection/Withdrawal Rates of \$0.0163 per Dth.

August 1, 2019 – May 15, 2024
Deliverability Charge of \$1.6368 per month;
Capacity Charge of \$0.3695 annually; and
Injection/Withdrawal Rates of \$0.0221 per Dth.

The specified rates are not subject to refund or reduction if in excess of the maximum, or increased if less than the minimum, otherwise allowed.

- (d) **Term of Rate:** Begin Date(s): January 1, 2019
End Date(s): May 15, 2024
- (e) **Authorized Overrun:** Any authorized overrun quantities shall be at the applicable maximum Tariff rates.
- (f) **Rate-Related Provisions:**
- (i) **Consideration for Rate Granted:** MRT agrees to the rates specified in this Exhibit A 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 A 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 General Terms and Conditions of MRT's Tariff, and (2) capacity release credits) from rates, refunds or

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS
Exhibit A
(continued)

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, it will have the right to immediately terminate or modify any provisions of this Exhibit A that would allow Customer to pay amounts less than the maximum applicable tariff rate.

- (ii) **Regulatory Authority:** This Exhibit A is subject to Section 30 of the GT&C of MRT's Tariff. MRT and Customer hereby acknowledge that this Exhibit A 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 Exhibit A 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 that is inconsistent with the terms of this Exhibit A, or (2) conditions or prohibits the granting of selective discounts or other rates specified in paragraph (c) of this Exhibit A, 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 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

CITY OF RED BUD, ILLINOIS

Tina Faraca
By: Tina Faraca (Feb 12, 2020)

Name: Tina V. Faraca
Title: Sr. Vice President and Chief Commercial Officer
Date: 2-12-2020

By: [Signature]
Name: Timothy R. Lindsey
Title: Mayor
Date: 1/7/2020

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EFFECTIVE JANUARY 1, 2019

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Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.63, Version 0.0.1

Effective January 1, 2019

City of Waterloo TSA No. 305 (RS FTS)

Option Code "A"

**SUPERSEDING
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 City of Waterloo, Illinois, a municipal 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 November 1, 1993, as amended and restated January 1, 2019, subject to FERC approval

Primary Term End Date: The end of the day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending July 31, 2024; 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): 1,811 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

Mayor
City of Waterloo
100 West Fourth Street
Waterloo, IL 62298
Phone: 618-939-8600
Facsimile: 618-939-8988

Contract # 305

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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

By: Tina Faraca
Name: Tina V. Faraca
Title: Chief Commercial Officer
Date: 2-26-2020

CITY OF WATERLOO, ILLINOIS

By: Thomas Smith
Name: Thomas Smith
Title: Mayor
Date: Jan-1, 2020

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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

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

GENERAL TERMS AND CONDITIONS
(continued)

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 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 A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) This Agreement supersedes and cancels Contract #305 as effective January 1, 2019 and August 1, 2019 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.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
EXHIBIT A

Contract # 305

Primary Path

From: Perryville Disp - EGT Meter #12993

To: City of Waterloo Meter #12963

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.

<u>Primary Receipt Point(s)</u>	<u>Maximum Quantity (Dth/D)*</u>	<u>Primary Delivery Point(s)</u>	<u>Maximum Quantity (Dth/D)*</u>
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January 1, 2019 - July 31, 2019:

Rate Zone Capacities

Market	1,811 Dth/D
Field	680 Dth/D

Perryville Disp - EGT #12993	500	City of Waterloo #12963	1,811
Glendale - EGT FLD RCPT #805547	180		
Glendale - EGT MKT RCPT #808654	426		
Trunkline Gas Receipt #12817	205		
NGPL @ Shattuc/Clinton #805588	500		
Storage #805607	680		

August 1, 2019 - July 31, 2024:

Rate Zone Capacities

Market	1,811 Dth/D
Field	680 Dth/D

Perryville Disp - EGT #12993	500	City of Waterloo #12963	1,811
TGT Boardwalk #90722	705		
Storage #805607	680		
Glendale - EGT FLD RCPT #805547	180		
Glendale - EGT MKT RCPT #808654	426		

* 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: Tina Faraca
Name: Tina V. Faraca
Title: Chief Commercial Officer
Date: 2-26-2020

CITY OF WATERLOO, ILLINOIS

By: Thomas Smith
Name: Thomas Smith
Title: Mayor
Date: Jan 1, 2020

EFFECTIVE JANUARY 1, 2019, SUPERSEDES EXHIBIT A EFFECTIVE JANUARY 1, 2019 AND AUGUST 1, 2019

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BD MCS ST

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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 those specified on Exhibit A as in effect on the date hereof.
- (d) **Description of Rate:** Negotiated Rate X Discounted Rate (Check one)
For the period January 1, 2019 through July 31, 2019, 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 on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.1376 per Dth for the Market Zone with a Usage Charge of \$0.0085 per Dth and a base daily Reservation Charge of \$0.0531 per Dth for the Field Zone with a Usage Charge of \$0.0030 per Dth.
- For the period beginning August 1, 2019 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.2119 per Dth for the Market Zone with a Usage Charge of \$0.0098 per Dth and a base daily Reservation Charge of \$0.0698 per Dth for the Field Zone with a Usage Charge of \$0.0031 per Dth.
- Consistent with the foregoing, 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 also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.
- (e) **Term of Rate:** Begin Date(s): January 1, 2019
End Date(s): The end of the day on July 31, 2024

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT B
(continued)

- (f) Authorized Overrun: Any authorized overrun quantities shall be at the applicable 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 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

CITY OF WATERLOO, ILLINOIS

By: Tina Faraca
 Name: Tina V. Faraca
 Title: Chief Commercial Officer
 Date: 2-26-2020

By: Thomas Smith
 Name: Thomas Smith
 Title: Mayor
 Date: Jan 1, 2020

EFFECTIVE JANUARY 1, 2019, SUPERSEDES EXHIBIT A EFFECTIVE JANUARY 1, 2019 AND AUGUST 1, 2019

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Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.64, Version 0.0.1

Effective January 1, 2019

City of Waterloo TSA No. 1042 (RS FTS)

Option Code "A"

**SUPERSEDING
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 City of Waterloo, Illinois, a municipal 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 16, 1995, as amended and restated January 1, 2019, subject to FERC approval

Primary Term End Date: The end of the day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending July 31, 2024; 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): 149 Dth/D

Rate Zone Capacities: See Exhibit A

Such service by MRT shall be during the period from May 16 through November 15 only.

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

Mayor
City of Waterloo
100 West Fourth Street
Waterloo, IL 62298
Phone: 618.939.8600
Facsimile: 618.939.8988

Contract # 1042

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(continued)

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

By: *Tina Faraca*
Tina Faraca (Feb 26, 2020)
Name: Tina V. Faraca
Title: Chief Commercial Officer
Date: 2-26-2020

CITY OF WATERLOO, ILLINOIS

By: *Thomas Smith*
Name: Thomas Smith
Title: Mayor
Date: Jan 1, 2020

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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

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

GENERAL TERMS AND CONDITIONS
(continued)

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 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 A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) Effective January 1, 2019, this Agreement supersedes and cancels Contract #1042 as in effect pursuant to an amendment effective November 16, 2017 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 all 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.

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

EXHIBIT A

Primary Path

From: Glendale - EGT FLD RCPT Meter #805547

To: Storage Meter #805607

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.

Rate Zone Capacity

Field 149 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 Meter #805547	149	Storage Meter #805607	149

* 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.

Such service by MRT shall be offered during the time period from May 16 through November 15 only.

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

By: Tina Faraca
 Name: Tina V. Faraca
 Title: Chief Commercial Officer
 Date: 2-24-2020

CITY OF WATERLOO, ILLINOIS

By: Thomas Smith
 Name: Thomas Smith
 Title: Mayor
 Date: Jan 1, 2020

EFFECTIVE JANUARY 1, 2019, SUPERSEDES EXHIBIT A EFFECTIVE NOVEMBER 16, 2017

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SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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 those specified on Exhibit A as in effect on the date hereof.
- (d) **Description of Rate:** Negotiated Rate X Discounted Rate _____ (Check one)
For the period January 1, 2019 through July 31, 2019, 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 on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.0531 per Dth for the Field Zone with a Usage Charge of \$0.0030 per Dth.

For the period beginning August 1, 2019 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.0698 per Dth for the Field Zone with a Usage Charge of \$0.0031 per Dth.

Consistent with the foregoing, 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 also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.
- (e) **Term of Rate:** Begin Date(s): January 1, 2019
End Date(s): The end of the day on July 31, 2024

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT B
(continued)

- (f) Authorized Overrun:
Any authorized overrun quantities shall be at the applicable 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 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

By: *Tina Faraca*
 Name: Tina V. Faraca
 Title: Chief Commercial Officer
 Date: 2-26-2020

CITY OF WATERLOO, ILLINOIS

By: *Thomas Smith*
 Name: Thomas Smith
 Title: Mayor
 Date: JAN 1, 2020

EFFECTIVE JANUARY 1, 2019, SUPERSEDES EXHIBIT A EFFECTIVE NOVEMBER 16, 2017

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Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.65, Version 1.0.1

Effective October 1, 2021

City of Waterloo TSA No. 461 (RS SCT)

Option Code "A"

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

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 City of Waterloo, Illinois, a municipal 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 November 1, 1993, as amended and restated October 1, 2021, subject to FERC approval

Primary Term End Date: The end of the day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of October 1, 2021 and shall continue for a primary term ending July 31, 2024; 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): 2,962 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 SCT. 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

Mayor
City of Waterloo
100 West Fourth Street
Waterloo, IL 62298
Phone: 618.939.8600
Facsimile: 618.939.8988

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

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT
(continued)

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

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

CITY OF WATERLOO, ILLINOIS

By: Michael C. Stoll
Name: Michael C. Stoll
Title: Sr. Director, Commercial - T&S
Date: Sep 9, 2021

By: TH
Name: Thomas Smith
Title: Mayor
Date: 9-7-2021

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

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 SCT 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.

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

GENERAL TERMS AND CONDITIONS
(continued)

- 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 Schedule 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 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 A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) This Agreement amends and restates the Superseding Amended and Restated Agreement effective January 1, 2019 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.

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

EXHIBIT A

Primary Paths

From: Waskom – EGT Meter #808527
Trunkline Gas Receipt Meter #012817

To: City of Waterloo Meter #12963

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 335 Dth/D

On any given day, the customer is entitled to the greater of 335 Dth or .33% of available West Line capacity.

Rate Zone Capacities

Market	2,962 Dth/D
Field	2,112 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>
NGPL @ Shattuc/Cling Meter #805588	77	City of Waterloo Meter #12963	2,962
Trunkline Gas Receipt Meter #012817	773		
Sligo Meter #90386	160		
Gulf South Perryville Meter #808760	1,183		
Waskom – EGT Meter #808527	175		
Glendale – EGT FLD RCPT Meter #805547	594		
Storage Meter #805607	1,045		

* 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
 Name: Michael C. Stoll
 Title: Sr. Director, Commercial – T&S
 Date: Sep 9, 2021

CITY OF WATERLOO, ILLINOIS

By: Thomas Smith
 Name: THOMAS SMITH
 Title: MAYOR
 Date: 9-7-2021

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

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

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 those specified on Exhibit A as in effect on the date hereof.
- (d) **Description of Rate:** Negotiated Rate X Discounted Rate (Check one)
For the period beginning October 1, 2021 through December 31, 2021, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a Usage Charge of \$0.4337 per Dth for the Market Zone and \$0.1426 per Dth for the Field Zone.

For the period beginning January 1, 2022 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a Usage Charge of \$0.5027 per Dth for the Market Zone and \$0.1653 per Dth for the Field Zone.

Consistent with the foregoing, Customer shall also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

EXHIBIT B
(continued)

- (e) Term of Rate: Begin Date(s): October 1, 2021
End Date(s): The end of the day on July 31, 2024
- (f) Authorized Overrun: Any authorized overrun quantities shall be at the applicable 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 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

By: Michael C. Stoll
Michael C. Stoll (Sep 9, 2021 15:45 CDT)
 Name: Michael C. Stoll
 Title: Sr. Director, Commercial - T&S
 Date: Sep 9, 2021

CITY OF WATERLOO, ILLINOIS

By: THOMAS SMITH
 Name: THOMAS SMITH
 Title: MAYOR
 Date: 9-7-2021

EFFECTIVE OCTOBER 1, 2021, SUPERSEDES EXHIBIT B EFFECTIVE JANUARY 1, 2019

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.66, Version 0.0.1

Effective January 1, 2019

City or Waterloo TSA No. 516 (RS FSS)

Option Code "A"

**SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS**

This STORAGE SERVICE AGREEMENT, hereinafter referred to as "Agreement," made and entered into by and between Enable Mississippi River Transmission, LLC, a Delaware limited liability company, hereinafter called "MRT," and City of Waterloo, Illinois, a municipal corporation, hereinafter called "Customer."

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

1) TERM

Effective Date: Originally November 1, 1993, as amended and restated January 1, 2019, subject to FERC approval

Primary Term End Date: The end of the day on May 15, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending May 15, 2024; 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 Stored Quantity (MSQ): 60,000 Dth
(Based on a heat content of 1,020 Btu per Cubic Foot)

Maximum Daily Withdrawal Quantity (MDWQ): 1,045 Dth

3) RATE

Service hereunder shall be provided pursuant to Rate Schedule FSS. 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 A, or other format provided for in MRT's Tariff, in effect during the term of this Agreement or in a capacity release award.

4) ADDRESSES:

Mayor
City of Waterloo
100 West Fourth Street
Waterloo, IL 62298
Phone: 618.939.8600
Facsimile: 618.939.8988

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

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS
(continued)

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

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

CITY OF WATERLOO, ILLINOIS

By: Tina Faraca
Name: Tina V. Faraca
Title: Chief Commercial Officer
Date: 2-26-2020

By: [Signature]
Name: Thomas Smith
Title: Mayor
Date: Jan 1 - 2020

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BD

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SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

GENERAL TERMS AND CONDITIONS

- 1) Upon termination hereof for whatever reason, Customer agrees to stop delivering gas to MRT for storage 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, as 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 (including withdrawal of stored quantities) 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' written notice to Customer, may suspend further injections and/or withdrawals 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 injections and/or withdrawals of gas on behalf of Customer.
- 4) Service hereunder shall be provided pursuant to Rate Schedule FSS 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 set forth in MRT's Tariff, as on file and in effect from time to time, and such provisions are incorporated herein by this reference. Any curtailment of storage service hereunder shall be in accordance with the priorities set out in the GT&C. To the extent not inconsistent with effective law, MRT shall have the right to determine the priority and/or scheduling of the storage service under this Agreement and to revise the priority and/or scheduling of this storage 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) 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 Schedule FSS 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 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.

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

GENERAL TERMS AND CONDITIONS
(continued)

- 8) 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.
- 9) 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.
- 10) 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.
- 11) For service at rates other than MRT's applicable maximum Tariff rates, Exhibit A attached hereto is incorporated into this Agreement in its entirety.
- 12) Effective January 1, 2019, this Agreement supersedes and cancels Contract #516 as in effect pursuant to an amendment effective May 16, 2015 between the parties hereto.
- 13) Pursuant to Section 15.8, GT&C of MRT's Tariff, the parties have agreed to an extension of the term with respect to all of the capacity previously committed under this Agreement.
- 14) 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 in MRT's Tariff.

**SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS
EXHIBIT A**

Customer agrees to pay the rates specified on this Exhibit A 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 specified above, the storage rates and charges as defined below for the specified services provided under the Agreement only apply to the quantities and/or time periods described herein. 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 shall pay any applicable charges, penalties, surcharges, fees, taxes, assessments 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 A 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 earlier than the end of the month following the month in which such termination notice is received.
- (c) **Description of Rate:** Negotiated Rate X Discounted Rate (Check one)

MRT shall bill and Customer shall pay the following rates for service under the Agreement up to the applicable contract limitations (as in effect on the Begin Date of this Exhibit A):

January 1, 2019 - July 31, 2019
Deliverability Charge of \$1.2586 per month;
Capacity Charge of \$0.2788 annually; and
Injection/Withdrawal Rates of \$0.0163 per Dth.

August 1, 2019 - May 15, 2024
Deliverability Charge of \$1.6368 per month;
Capacity Charge of \$0.3695 annually; and
Injection/Withdrawal Rates of \$0.0221 per Dth.

The specified rates are not subject to refund or reduction if in excess of the maximum, or increased if less than the minimum, otherwise allowed.

- (d) **Term of Rate:** Begin Date(s): January 1, 2019
End Date(s): May 15, 2024
- (e) **Authorized Overrun:** Any authorized overrun quantities shall be at the applicable maximum Tariff rates.
- (f) **Rate-Related Provisions:**
- (i) **Consideration for Rate Granted:** MRT agrees to the rates specified in this Exhibit A 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 A 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 General Terms and Conditions of MRT's Tariff, and (2) capacity release credits) from rates, refunds or

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS
EXHIBIT A
(continued)

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, it will have the right to immediately terminate or modify any provisions of this Exhibit A that would allow Customer to pay amounts less than the maximum applicable tariff rate.

- (ii) **Regulatory Authority:** This Exhibit A is subject to Section 30 of the GT&C of MRT's Tariff. MRT and Customer hereby acknowledge that this Exhibit A 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 Exhibit A 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 that is inconsistent with the terms of this Exhibit A, or (2) conditions or prohibits the granting of selective discounts or other rates specified in paragraph (c) of this Exhibit A, 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 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

CITY OF WATERLOO, ILLINOIS

Tina Faraca
By Tina Faraca (Feb 26, 2020)

Name: Tina V. Faraca
Title: Chief Commercial Officer
Date: 2-26-2020

By: [Signature]
Name: Thomas Smith
Title: Mayor
Date: Jan 1, 2020

EFFECTIVE JANUARY 1, 2019

BD
BD

MCS
MCS

ST
ST

SECTION 3.0

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC'S

NON-CONFORMING AGREEMENTS

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 3.1, Version 0.0.1

Effective January 1, 2018

WRB Refining, LP. TSA No. 6060 (RS FTS)

Option Code "A"

TRANSPORTATION SERVICE AGREEMENT

Contract #100042

This TRANSPORTATION SERVICE AGREEMENT, hereinafter referred to as "Agreement," is made and entered into on this 1st day of November, 2016, by and between Enable Illinois Intrastate Transmission, LLC, a Delaware limited liability company, hereinafter called "Transporter," and WRB Refining, LP a Delaware corporation, hereinafter called "Shipper."

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

1) TERM

Effective Date: November 1, 2016

Primary Term End Date: March 31, 2024

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): November through March :	25,000	Dth/d
Maximum Daily Quantity (MDQ): April through October:	0	Dth/d

3) RECEIPT AND DELIVERY POINTS

Receipt Point	Maximum Quantity*	Delivery Point(s)	Maximum Quantity*	Maximum Delivery Pressure
NGPL- Madison County (IL)	25,000 Dth/d during months of November through March only.	Wood River Refinery	25,000 Dth/d	240 psi
NGPL- Madison County (IL)	25,000 Dth/d during months of November through March Only.	Distilling West Refinery (Secondary)	25,000 Dth/d	180 psi

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

4) RATE

Service hereunder shall be provided pursuant to the Rate Schedule FTS of Transporter's Tariff. 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 specified in Transporter's Tariff, as on file and in effect from time to time, for services rendered hereunder, unless otherwise agreed in writing by Transporter and Shipper.

5) ADDRESSES

For Notices to Shipper:
Name: Contract Administration
Address: WRB Refining, LP
P.O. Box 2197
Houston, TX 77079-2197

Telephone: 281-293-2333
Facsimile: 281-293-5914

For Notices to Transporter:
14805 North Outer 40 Road, Suite 230
Chesterfield, MO 63017-6060
Facsimile: 314- 991-7600

Transporter Nominations (other
than electronic):
Transportation Services
Facsimile: 346-701-2905
E-mail:
VC_SchedulingInterstate@enablemidstream.com

For Bills to Shipper:
Name: Mary Brand, Financial Analyst
Address: WRB Refining, LP
P.O. Box 76
Roxana, IL 62084-0068

Telephone: 618-255-3202
Facsimile: 618-255-3011

For Payments to Transporter:
Attn: Accounting
14805 North Outer 40 Road
Suite 230
Chesterfield, MO 63028-6060

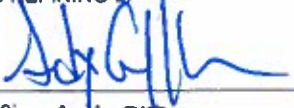
For Wire Transfer:
Chase Bank of Texas
Enable Illinois Intrastate Transmission, LLC
ABA 113000609
Account #0010-322-7816
Ref: Gas Transportation

Transporter Pipeline Operations:
Systems Control Department
1111 Louisiana St., Suite 1229
Houston, TX 77002
Telephone: 713- 207-9020

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written.

WRB REFINING LP

ENABLE ILLINOIS INTRASTATE TRANSMISSION, LLC

msk By: 

Name: Andy Giffhorn
Title: GM, Midstream Commercial & BD
Address: Phillips 66 Company

By: 

Name: Rodney J. Sailor
Title: President & Chief Executive Officer
Address: 14805 North Outer 40 Road, Suite 230
Chesterfield, MO 63017-6060

GENERAL TERMS AND CONDITIONS

- 1) Upon termination hereof for whatever reason, Shipper agrees to stop delivering gas to Transporter for transportation hereunder. In addition, upon termination of this Agreement, Shipper agrees that it will thereafter make no further demand for service hereunder and Transporter 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. Shipper agrees to cooperate with and assist Transporter 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 quantity imbalance hereunder nor relieve Shipper of its obligation to pay any monies due hereunder to Transporter.
- 3) In accordance with the terms and conditions of the General Terms and Conditions of Transporter's Tariff, (General Terms and Conditions), if Shipper fails to pay within thirty (30) days after payment is due all of the amount of any bill for service rendered by Transporter hereunder, Transporter, upon ten (10) days' prior written notice to Shipper, 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 the General Terms and Conditions.
- 4) Service hereunder shall be provided pursuant to the Rate Schedule FTS of Transporter's Tariff. Shipper will provide fuel in kind.
- 5) This Agreement shall be subject to the provisions of the applicable rate schedule as well as the General Terms and Conditions set forth in Transporter's Tariff, as on file and in effect from time to time, 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 Transporter's General Terms and Conditions. To the extent not inconsistent with effective law, Transporter 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) 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, as set forth in the General Terms and Conditions, in accordance with the Natural Gas Act or other applicable law.
- 7) Shipper may deliver or cause to be delivered to Transporter a maximum receipt point quantity at the Receipt Points described herein, and Transporter shall redeliver thermally equivalent quantities at the Delivery Points described herein which excludes a quantity of gas for Fuel Use and Loss. A maximum delivery point quantity is also specified for each Transporter delivery point. For firm service, the sum of all individual maximum receipt point quantities shall not exceed the maximum receipt point quantities in the aggregate. For firm service, the sum of all individual maximum delivery point quantities shall not exceed the maximum daily quantity set forth in this Agreement.
- 8) In the event that Transporter places on file with the Illinois Commerce Commission ("Commission") another rate schedule which may be applicable to service rendered hereunder, then Transporter, 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. Transporter 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 General Terms and Conditions, or to propose, file, and make effective superseding rate schedules and/or General Terms and Conditions, for the purpose of changing the rates, charges, and other provisions thereof effective as to Shipper.
- 9) This Agreement shall not be assigned by Shipper in whole or in part without Transporter's prior written consent, which consent shall not be unreasonably withheld. In addition to all other rights and remedies, Transporter may terminate the Agreement immediately if it is assigned by Shipper without Transporter'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 fully delivered when hand-delivered, telecopied, 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).
- 11) Each party shall notify the other in writing of the name, address, telephone number and telecopy number 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 and executed by authorized representatives of the parties. No waiver by either Shipper or Transporter 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.

EXHIBIT A

RATES

For each month that this Agreement is in effect, Shipper shall pay Transporter or cause Transporter to be paid for all services provided hereunder, in accordance with applicable provisions of Transporter's Tariff, provided however, that the rates applicable to all service provided hereunder shall be as follows:

Reservation Charge:	\$2.7375 /Dth of MDQ per Month
Usage Charge:	\$0.005/ Dth
Authorized Overrun Rate:	\$0.080 /Dth
Fuel and Losses:	To be paid by Shipper in kind in amounts equal to each month's actual fuel usage and gas losses, but not less than 0.0%, as measured by Transporter
Surcharges:	None, unless directed otherwise by the Illinois Commerce Commission as non-discountable

CONDITIONAL CREDIT AGAINST RESERVATION CHARGE

In the event that Shipper, for any day during any November through March period when this Agreement is in effect, utilizes interruptible transportation service on the interstate natural gas pipeline system of Enable Mississippi River Transmission, LLC ("MRT") and pays for such service pursuant to the MRT interruptible transportation service agreement (MRT ITS # 3808) effective August 1, 2016, then, for such day, Transporter shall apply a credit against the daily Reservation Charge that otherwise would apply to Shipper hereunder (the daily equivalent calculated as: $\$2.7375 \div 30.41667 = \$0.08999/\text{Dth per Day}$), reducing such daily Reservation Charge by an amount equivalent to the amount paid by Shipper to MRT for such interruptible transportation service, excluding nondiscountable surcharges, for such day; provided, however, that in no event shall Shipper's Reservation Charge hereunder be reduced below zero and such credit shall only apply to the daily Reservation Charges associated with the unused FT capacity contracted hereunder. For each day for which Shipper does not utilize and pay for such MRT interruptible transportation service, Shipper shall be obligated to pay the full Reservation Charge.

REGULATORY APPROVALS REQUIRED

The effectiveness of this Agreement is contingent upon the grant of any and all regulatory and other approvals required under applicable federal, state and local laws to effect the transportation services and other arrangements involving Transporter and Shipper contemplated herein. Shipper shall be obligated to take reasonable steps in consultation with Transporter to support, before applicable regulatory authorities, Transporter's efforts to secure necessary approvals for such services and related arrangements. In the event that any such regulatory authority rejects any part of this or any related agreement, or approves this or any related agreement subject to any condition or modification deemed unacceptable to either Transporter or Shipper, then such party may, by written notice to the regulatory authority and the other party no later than thirty (30) days following issuance of a final order that retains the offending condition or modification, terminate this and related agreements; provided, however, that in such event, the parties hereto 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 benefits of the transaction set out in this and related agreements.



ENable Mississippi River Transmission, LLC 1
4805 North Outer 40 Road, Suite 230
Chesterfield, MO 63017

November 9, 2017

VIA EMAIL

Mr. Andy Giffhorn
GM, Midstream Commercial & BD
WRB Refining, LP
P66 Houston Operations Center, N742-02
1075 W. Sam Houston Parkway, Suite 200
Houston, TX 77043

**Re: Agreement to Assign Contract # 100042, dated as of November 1, 2016
between Enable Illinois Intrastate Transmission, LLC ("IIT") and WRB
Refining, LP ("WRB") (the "WRB Agreement")**

Dear Mr. Giffhorn:

IIT and WRB are parties to the WRB Agreement, under which IIT has agreed to transport natural gas on behalf of WRB pursuant to IIT's Tariff on file with the Illinois Commerce Commission. IIT and its affiliate Enable Mississippi River Transmission, LLC ("MRT") have agreed to a transaction by which MRT will acquire all of the natural gas pipeline facilities currently owned by IIT (the "IIT-MRT Transaction"). Effective on the date the IIT-MRT Transaction closes (the "Closing Date"), IIT will be dissolved.

Subject to the condition precedent set forth below, by this agreement (the "Assignment Agreement"), IIT, MRT, and WRB (the "Parties") agree that the WRB Agreement will be assigned from IIT to MRT with the assignment to be effective on the Closing Date. Starting on the Closing Date, MRT will provide transportation service to WRB pursuant to Rate Schedule FTS of MRT's FERC Gas Tariff (the "MRT Tariff"). To effectuate this assignment, and to ensure that the Parties retain the benefit of the bargain they reached as outlined in the WRB Agreement, the Parties agree that, effective on the Closing Date, the WRB Agreement will be interpreted and implemented as follows:

- (i) references in the WRB Agreement to "IIT" and "Transporter" will become references to "MRT";
- (ii) references in the WRB Agreement to IIT's Illinois Intrastate Tariff will become references to the MRT Tariff;
- (iii) terms in the WRB Agreement that are defined terms in the MRT Tariff will be interpreted consistent with the definitions of those terms set forth in the MRT Tariff, which includes changing references to "Shipper" in the WRB Agreement to "Customer"; and

- (iv) the WRB Agreement's "Fuel and Losses" provisions will be interpreted and implemented as follows: WRB shall pay Fuel and losses in kind in amounts equal to: (i) for service using solely the facilities previously owned by IIT, actual Fuel Use and LUFG calculated by MRT solely for facilities previously owned by IIT, but not less than 0.0%; and (ii) for service that takes place in whole or in part using facilities that were not previously owned by IIT, actual Fuel Use and LUFG calculated by MRT pursuant to GT&C Section 22 of the MRT Tariff.

IIT shall advise WRB when it anticipates that the Closing Date will occur, and will additionally notify WRB of the occurrence of the Closing Date immediately following such date.

Prior to the Closing Date, MRT agrees to file the WRB Agreement and this Assignment Agreement with the Federal Energy Regulatory Commission ("FERC") and request from FERC any approvals necessary to allow the rates, terms, and conditions of the WRB Agreement, as clarified by this Assignment Agreement, to remain in full force and effect on and after the assignment of the WRB Agreement to MRT. WRB's consent to the assignment of the WRB Agreement is subject to the condition precedent that the FERC grants the necessary approvals without modification to Assignment Agreement.

Subject to the foregoing, the Parties agree that, upon the Closing Date, MRT will be substituted, for all purposes, in the place of IIT under the WRB Agreement. Subject to any requirements imposed by FERC, MRT agrees that (i) MRT will perform all of its obligations under the WRB Agreement, as revised by this Assignment Agreement, in favor of WRB (including obligations of IIT incurred under the WRB Agreement prior to the Closing Date), and (ii) WRB will perform all of its obligations under the WRB Agreement, as clarified by this Assignment Agreement, in favor of MRT (including obligations of WRB incurred under the WRB Agreement prior to the Closing Date). In the event that the IIT-MRT Transaction does not occur, this Assignment Agreement will be null and void, and of no legal significance.

After executing this Assignment Agreement below on the enclosed counterpart, please return the executed counterpart to MRT at 14805 North Outer 40 Road, Suite 230, Chesterfield, Missouri 63017. If you have any questions, please contact Michael Stoll via phone at 636-812-7121 or via e-mail at Mike.Stoll@cnablemidstream.com.


[Signature Pages Follow]

Sincerely,

ENABLE ILLINOIS INTRASTATE
TRANSMISSION

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

ENABLE MISSISSIPPI RIVER
TRANSMISSION, LLC

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

[IIT and MRT Signature Page to Assignment Agreement]

AGREED AND ACKNOWLEDGED BY:

WRB REFINING, LP

By its Operator, Phillips 66 Company

mx
By: 

Name: Andy Giffhorn

Title: Global Upstream Commercial & BD
Phillips 66 Company

[WRB Signature Page to Assignment Agreement]

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 3.2, Version 0.0.1

Effective January 1, 2018

WRB Refining, LP. TSA No. 6061 (RS ITS)

Option Code "A"

INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT

Contract # 100043

This TRANSPORTATION SERVICE AGREEMENT, hereinafter referred to as "Agreement," is made and entered into on this 1st day of August, 2016, by and between Enable Illinois Intrastate Transmission, LLC, a Delaware limited liability company, hereinafter called "Transporter," and WRB Refining, LP, a Delaware corporation, hereinafter called "Shipper."

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

1) TERM

Effective Date: August 1, 2016

Primary Term End Date: March 31, 2024

2) QUANTITIES

Maximum Daily Quantity (MDQ): 25,000 Dth/D

3) RECEIPT AND DELIVERY POINTS

Receipt Point	Maximum Quantity*	Delivery Point(s)	Maximum Quantity*	Maximum Delivery Pressure
NGPL Madison County, IL	25,000	Wood River Refinery	25,000	240 psi
NGPL Madison County, IL	25,000	Distilling West Refinery	25,000	180 psi

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

4) RATE

Service hereunder shall be provided pursuant to the Rate Schedule ITS of Transporter's Tariff. 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 specified in Transporter's Tariff, as on file and in effect from time to time, for services rendered hereunder, unless otherwise agreed in writing by Transporter and Shipper.

5) ADDRESSES

For Notices to Shipper:
Name: Contract Administration
Address: WRB Refining, LP
P.O. Box 2197
Houston, TX 77079-2197
Telephone: 281-293-2333
Facsimile: 281-293-5914

For Bills to Shipper:
Name: Mary Brand, Financial Analyst
Address: WRB Refining, LP
P.O. Box 76
Roxana, IL 62084-0068
Telephone: 618-255-3202
Facsimile: 618-255-3011

For Notices to Transporter:
14805 North Outer 40 Road, Suite 230
Chesterfield, MO 63017-6060
Facsimile :314- 991-7600

For Payments to Transporter:
Attn: Accounting
14805 North Outer 40 Road
Suite 230
Chesterfield, MO 63028-6060

For Wire Transfer:
Chase Bank of Texas
Enable Illinois Intrastate Transmission, LLC
ABA 113000609
Account #0010-322-7816
Ref: Gas Transportation

Transporter Nominations (other
than electronic):
Transportation Services
Facsimile: 346-701-2905

Transporter Pipeline Operations:
Systems Control Department
1111 Louisiana St., Suite 1229
Houston, TX 77002
Telephone: 346-701-2660

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written.

WRB REFINING, LP

ENABLE ILLINOIS INTRASTATE TRANSMISSION, LLC

By: 
Name: Andy Giffhorn
Title: GM, Midstream Commercial & BD
Address: Phillips 66 Company

By: 
Name: Rodney J. Sailor
Title: President & Chief Executive Officer
Address: 14805 North Outer 40 Road, Suite 230
Chesterfield, MO 63017-6060 

GENERAL TERMS AND CONDITIONS

- 1) Upon termination hereof for whatever reason, Shipper agrees to stop delivering gas to Transporter for transportation hereunder. In addition, upon termination of this Agreement, Shipper agrees that it will thereafter make no further demand for service hereunder and Transporter 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. Shipper agrees to cooperate with and assist Transporter 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 quantity imbalance hereunder nor relieve Shipper of its obligation to pay any monies due hereunder to Transporter.
- 3) In accordance with the terms and conditions of the General Terms and Conditions of Transporter's Tariff, (General Terms and Conditions), if Shipper fails to pay within thirty (30) days after payment is due all of the amount of any bill for service rendered by Transporter hereunder, Transporter, upon ten (10) days' prior written notice to Shipper, 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 the General Terms and Conditions.
- 4) Service hereunder shall be provided pursuant to the Rate Schedule ITS of Transporter's Tariff. Shipper will provide fuel in kind.
- 5) This Agreement shall be subject to the provisions of the applicable rate schedule as well as the General Terms and Conditions set forth in Transporter's Tariff, as on file and in effect from time to time, 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 Transporter's General Terms and Conditions. To the extent not inconsistent with effective law, Transporter 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) 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, as set forth in the General Terms and Conditions, in accordance with the Natural Gas Act or other applicable law.
- 7) Shipper may deliver or cause to be delivered to Transporter a maximum receipt point quantity at the Receipt Points described herein, and Transporter shall redeliver thermally equivalent quantities at the Delivery Points described herein which excludes a quantity of gas for Fuel Use and Loss. A maximum delivery point quantity is also specified for each Transporter delivery point. For firm service, the sum of all individual maximum receipt point quantities shall not exceed the maximum receipt point quantities in the aggregate. For firm service, the sum of all individual maximum delivery point quantities shall not exceed the maximum daily quantity set forth in this Agreement.
- 8) In the event that Transporter places on file with the Illinois Commerce Commission ("Commission") another rate schedule which may be applicable to service rendered hereunder, then Transporter, 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. Transporter 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 General Terms and Conditions, or to propose, file, and make effective superseding rate schedules and/or General Terms and Conditions, for the purpose of changing the rates, charges, and other provisions thereof effective as to Shipper.
- 9) This Agreement shall not be assigned by Shipper in whole or in part without Transporter's prior written consent, which consent shall not be unreasonably withheld. In addition to all other rights and remedies, Transporter may terminate the Agreement immediately if it is assigned by Shipper without Transporter'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 fully delivered when hand-delivered, telecopied, 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).
- 11) Each party shall notify the other in writing of the name, address, telephone number and telecopy number 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 and executed by authorized representatives of the parties. No waiver by either Shipper or Transporter 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.

INTERRUPTIBLE TRANSPORTATION
SERVICE AGREEMENT

EXHIBIT A

This Exhibit A reflects the terms and conditions under which Transporter has agreed to assess Shipper discounted rates for transportation service subject and pursuant to this Agreement. Transporter and Shipper have agreed that the rates and charges applicable for the term of the Agreement shall be as follows:

1. Usage Charge: For each year for the term of this Agreement:
 - April through October: \$.07 per Dth
 - November through March: \$.08 per Dth
2. Authorized Overrun (AO): For volumes in excess of MDQ up to an additional 10,000 Dth per day the AO Rate shall be the Usage Charge set forth in (1) above.
3. The discounted rates set forth herein shall only apply to deliveries to Shipper's Wood River and Distilling West Refineries.
4. Fuel and LUFG: To be paid by Shipper in kind in amounts equal to each month's actual fuel usage and gas losses, but not less than 0.0%, as measured by Transporter.
5. Surcharges: None, unless directed otherwise by the Illinois Commerce Commission as non-discountable.

The effectiveness of this Agreement is contingent upon the grant of any and all regulatory and other approvals required under applicable federal, state, and local laws to effect the transportation services and related construction and other arrangements involving Transporter and Shipper. Shipper shall be obligated to take reasonable steps in consultation with Transporter to support, before applicable regulatory authorities, Transporter's efforts to secure necessary approvals for such services and related arrangements. In the event that any such regulatory authority rejects any part of this or any related agreement, or approves this or any related agreement subject to any condition or modification deemed unacceptable to either Transporter or Shipper, then such party may, by written notice to the regulatory authority and the other party no later than thirty (30) days following issuance of a final order that retains the offending condition or modification, terminate this and related agreements, provided, however, that in such event, the parties hereto 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 benefits of the transaction set out in this and related agreements.



ENable Mississippi River Transmission, LLC
4805 North Outer 40 Road, Suite 230
Chesterfield, MO 63017

November 9, 2017

VIA EMAIL

Mr. Andy Giffhorn
GM, Midstream Commercial & BD
WRB Refining, LP
P66 Houston Operations Center, N742-02
1075 W. Sam Houston Parkway, Suite 200
Houston, TX 77043

**Re: Agreement to Assign Contract # 100043, dated as of August 1, 2016 between
Enable Illinois Intrastate Transmission, LLC ("IIT") and WRB Refining, LP
("WRB") (the "WRB Agreement")**

Dear Mr. Giffhorn:

IIT and WRB are parties to the WRB Agreement, under which IIT has agreed to transport natural gas on behalf of WRB pursuant to IIT's Tariff on file with the Illinois Commerce Commission. IIT and its affiliate Enable Mississippi River Transmission, LLC ("MRT") have agreed to a transaction by which MRT will acquire all of the natural gas pipeline facilities currently owned by IIT (the "IIT-MRT Transaction"). Effective on the date the IIT-MRT Transaction closes (the "Closing Date"), IIT will be dissolved.

Subject to the condition precedent set forth below, by this agreement (the "Assignment Agreement"), IIT, MRT, and WRB (the "Parties") agree that the WRB Agreement will be assigned from IIT to MRT with the assignment to be effective on the Closing Date. Starting on the Closing Date, MRT will provide transportation service to WRB pursuant to Rate Schedule ITS of MRT's FERC Gas Tariff (the "MRT Tariff"). To effectuate this assignment, and to ensure that the Parties retain the benefit of the bargain they reached as outlined in the WRB Agreement, the Parties agree that, effective on the Closing Date, the WRB Agreement will be interpreted and implemented as follows:

- (i) references in the WRB Agreement to "IIT" and "Transporter" will become references to "MRT";
- (ii) references in the WRB Agreement to IIT's Illinois Intrastate Tariff will become references to the MRT Tariff;
- (iii) terms in the WRB Agreement that are defined terms in the MRT Tariff will be interpreted consistent with the definitions of those terms set forth in the MRT Tariff, which includes changing references to "Shipper" in the WRB Agreement to "Customer"; and

- (iv) the WRB Agreement's "Fuel and Losses" provisions will be interpreted and implemented as follows: WRB shall pay Fuel and losses in kind in amounts equal to: (i) for service using solely the facilities previously owned by IIT, actual Fuel Use and LUFG calculated by MRT solely for facilities previously owned by IIT, but not less than 0.0%; and (ii) for service that takes place in whole or in part using facilities that were not previously owned by IIT, actual Fuel Use and LUFG calculated by MRT pursuant to GT&C Section 22 of the MRT Tariff.

IIT shall advise WRB when it anticipates that the Closing Date will occur, and will additionally notify WRB of the occurrence of the Closing Date immediately following such date.

Prior to the Closing Date, MRT agrees to file the WRB Agreement and this Assignment Agreement with the Federal Energy Regulatory Commission ("FERC") and request from FERC any approvals necessary to allow the rates, terms, and conditions of the WRB Agreement, as clarified by this Assignment Agreement, to remain in full force and effect on and after the assignment of the WRB Agreement to MRT. WRB's consent to the assignment of the WRB Agreement is subject to the condition precedent that the FERC grants the necessary approvals without modification to Assignment Agreement.

Subject to the foregoing, the Parties agree that, upon the Closing Date, MRT will be substituted, for all purposes, in the place of IIT under the WRB Agreement. Subject to any requirements imposed by FERC, MRT agrees that (i) MRT will perform all of its obligations under the WRB Agreement, as revised by this Assignment Agreement, in favor of WRB (including obligations of IIT incurred under the WRB Agreement prior to the Closing Date), and (ii) WRB will perform all of its obligations under the WRB Agreement, as clarified by this Assignment Agreement, in favor of MRT (including obligations of WRB incurred under the WRB Agreement prior to the Closing Date). In the event that the IIT-MRT Transaction does not occur, this Assignment Agreement will be null and void, and of no legal significance.

After executing this Assignment Agreement below on the enclosed counterpart, please return the executed counterpart to MRT at 14805 North Outer 40 Road, Suite 230, Chesterfield, Missouri 63017. If you have any questions, please contact Michael Stoll via phone at 636-812-7121 or via e-mail at Mike.Stoll@enablemidstream.com.



[Signature Pages Follow]

Sincerely,

ENABLE ILLINOIS INTRASTATE
TRANSMISSION

By: 
Name: ~~Rodney J. Saller~~
Title: ~~President & Chief Executive Officer~~ 

ENABLE MISSISSIPPI RIVER
TRANSMISSION, LLC

By: 
Name: ~~Rodney J. Saller~~
Title: ~~President & Chief Executive Officer~~ 

[IIT and MRT Signature Page to Assignment Agreement]

AGREED AND ACKNOWLEDGED BY:

WRB REFINING, LP
By its Operator, Phillips 66 Company

By: 

Name: _____

Title: Andy Glinhom
GM, Midstream Commercial & BD
Phillips 66 Company

[WRB Signature Page to Assignment Agreement]

Enable Mississippi River Transmission, LLC

FERC NGAGAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 3.3, Version 3.0.1

Effective May 1, 2022

United States Steel Corporation TSA No. 3227 (RSFTS)

Option Code "A"

SUPERSEDING
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, 2022

Primary Term End Date: The end of the day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall be in effect after the above-specified Primary Term End Date unless and until terminated by either MRT or Customer by written notice to the other delivered at least six (6) months prior to the next succeeding contract year.

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

DocuSigned by:
By: Steven Tramonte
Name: Steven Tramonte
Title: Vice President
Date: 4/26/2022

By: Ralph R. Riberich, Jr.
Name: Ralph R. Riberich, Jr.
Title: Director - Energy & Metals, Procurement
Date: April 25, 2022

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

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) Effective May 1, 2022, this Agreement amends and restates the Amended and Restated Transportation Service Agreement No. 3227, originally effective May 1, 2002, as subsequently amended, restated and/or superseded prior to or as of the effective date hereof; in particular, this Agreement replaces and supersedes that Amended and Restated Transportation Service Agreement executed by MRT on October 12, 2021 which was to become effective as of August 1, 2022.
- 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 all of the capacity previously committed under this Agreement.
- 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 by December 31, 2022 to be effective June 1, 2023.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

Primary Path

From: #808527 Waskom – EGT

To: #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		
Waskom – EGT #808527	2,126		
Perryville Disp – EGT #12993	8,987		
Noark to MRT_Lawrence #805548	929		
Sligo #90386	1,961		
Storage #805607	42,000 29,860	May 1, 2022 – April 30, 2023 May 1, 2023 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: Steven Tramonte
Name: Steven Tramonte
Title: Vice President
Date: 4/26/2022

UNITED STATES STEEL CORPORATION

By: Ralph R. Riberich, Jr.
Name: Ralph R. Riberich, Jr.
Title: Director - Energy & Metals, Procurement
Date: April 25, 2022

EFFECTIVE MAY 1, 2022, SUPERSEDES EXHIBIT A DATED OCTOBER 12, 2021

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 3.4, Version 0.0.1

Effective August 1, 2019

United States Steel Corporation TSA No. 6112 (RS FTS)

Option Code "A"

SUPERSEDING
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: August 1, 2019, subject to FERC approval

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

Term Extension/Evergreen? Yes

This Agreement shall become effective as of August 1, 2019 and shall continue for a primary term ending May 31, 2023; 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): 7,038 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
1951 State Street
Granite City, IL 62040
Attn: Matthew Blystone
Email: MDBlystone@uss.com

United States Steel Corporation
600 Grant Street, Suite 2014
Pittsburg, PA 15219
Attn: Kylie Zeis
Email: KAZeis@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

By: Steven G. Tramonte
Name: Steven G. Tramonte
Title: Vice President, Commercial T&S
Date: January 2, 2020

UNITED STATES STEEL CORPORATION

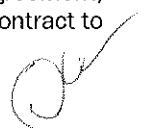
By: Ralph R. Ribenich Jr.
Name: Ralph R. Ribenich Jr.
Title: Director - Energy + Metals
Date: 12-16-19

MCS
MCS

SUPERSEDING
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

GENERAL TERMS AND CONDITIONS

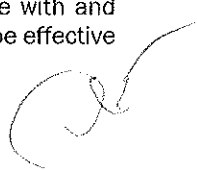
- 1) Upon termination hereof for whatever reason, Customer agrees to stop delivering gas to MRT for transportation hereunder. In addition, upon termination of this Agreement, Customer agrees that it will thereafter make no further demand for service hereunder and MRT agrees that it will make no further 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
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, Exhibits A and B attached hereto are incorporated into this Agreement in their entirety.
 - 14) This Agreement supersedes and cancels the Service Agreement effective August 1, 2019, between the parties hereto.
 - 15) Pursuant to Section 15.8, GT&C of MRT's Tariff, the parties have agreed to enter into this Agreement representing an extension of the term of part of the capacity previously committed under TSA No. 3227.
 - 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 this Agreement #6112. To the extent the proven reduction amount is not satisfied by the MDQ reduction under this Agreement, an MDQ reduction may occur under FTS Agreement #3227; provided however, that in no event shall Customer's total MDQ under this Agreement #6112 and FTS Agreement #3227 be reduced to an amount lower than 37,766 Dth/D pursuant to this section and Section 17 of FTS Agreement #3227. 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
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

Primary Path

From: #90722 TGT Boardwalk

To: #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.

Rate Zone Capacity

Market 7,038 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>
TGT Boardwalk	7,038	Granite City Steel	7,038
#90722		#805495	

* 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: Steven G. TramonteBy: Steven G. Tramonte (Jan 2, 2020)Name: Steven G. TramonteTitle: Vice President, Commercial T&SDate: January 2, 2020

UNITED STATES STEEL CORPORATION

By: *Ralph R. Roberts Jr.*Name: Ralph R. Roberts Jr.Title: Director - Energy & MetalsDate: ~~12~~ - 16 - 19

12

MCS
MCS

EFFECTIVE AUGUST 1, 2019, SUPERSEDES EXHIBIT A EFFECTIVE AUGUST 1, 2019

SUPERSEDING
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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: See Exhibit A
- (d) **Description of Rate:** Negotiated Rate X Discounted Rate (Check one)

For the period beginning August 1, 2019 through the End Date specified below, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified up to the applicable Rate Zone Capacity shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.2119 per Dth and a Usage Charge of \$0.0098 per Dth, for the Market Zone. However, if the Commission approves a maximum daily Reservation Charge for FTS service in FERC Docket No. RP20-131 that is below \$0.2119 per Dth for the Market Zone, 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.

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 mechanism 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 LUFG 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): August 1, 2019
 End Date(s): The later of the end of the Primary Term End Date or the end date of any evergreen period provided for in Section 1 of this Agreement

SUPERSEDING
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT B
(continued)

- (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 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

Steven G. Tramonte
By: Steven G. Tramonte (Jan 2, 2020)
Name: Steven G. Tramonte
Title: Vice President, Commercial T&S
Date: January 2, 2020

UNITED STATES STEEL CORPORATION

By: [Signature]
Name: Ralph R. Ribbeck Jr.
Title: Director - Energy + Metals
Date: 12-16-19

MCS
MCS

EFFECTIVE AUGUST 1, 2019

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC
FERC NGA GAS TARIFF

MARKED VERSION

Changes made from the currently effective
Second Revised Volume Negotiated Rates and Non-Conforming Service Agreements
to proposed Third Revised Volume Filed Agreements

FERC NGA GAS TARIFF

~~2nd~~ ~~Third REV Revised VOLUME~~ Volume

~~NEGOTIATED RATES AND NON-CONFORMING SERVICE AGREEMENTS~~ Filed
Agreements

(Supersedes Second Revised Volume Negotiated Rates and
Non-Conforming Service Agreements)

of

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

Filed with the

~~Federal Energy Regulatory Commission~~ FEDERAL ENERGY REGULATORY COMMISSION

Communications ~~e~~ Concerning this ~~t~~ Tariff ~~s~~ Should be ~~a~~ Addressed to:

~~Lisa Yoho~~ Michael T. Langston
Senior Director, Regulatory Vice President
and FERC Compliance Chief Regulatory Officer
~~Enable Mississippi River Transmission, LLC~~ Telephone: (713) 989-7610
Facsimile: (713) 989-1205
michael.langston@energytransfer.com

~~910 Louisiana Street, 48th Floor~~ Enable Mississippi River Transmission, LLC
Houston, TX 77002 P.O. Box 4967
~~Post Office Box 1336~~ Houston, Texas 77210-4967

1300 Main Street
Houston, ~~TX~~ Texas ~~77251-1336~~ 002
~~Telephone No. (346) 701-2539~~
~~Fax No. (346) 701-2918~~

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Section 3.4	-	United States Steel Corporation TSA No. 6112 (RS FTS)

SECTION 2.0
ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC'S
NEGOTIATED RATE AGREEMENTS

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

~~Second-Third~~ Revised Volume Negotiated Rates and Non-Conforming

Agreements **Section 2.1, Version 3.0.01**

Effective March 1, 2020

WRB Refining, LP. TSA No. 3808 (RS ITS)

Option Code "A"

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE ITS

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 WRB Refining, LP, a Delaware limited partnership, hereinafter called "Customer."

In consideration of the mutual covenants herein contained, the parties hereto agree that MRT shall transport for Customer, on an interruptible 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 April 1, 2006, as amended and restated effective March 1, 2020, subject to FERC approval

Primary Term End Date: The end of the day March 31, 2024

Evergreen/Term Extension? No

2) **QUANTITIES**

Maximum Daily Quantity (MDQ): 75,000 Dth/D

3) **RECEIPT AND DELIVERY POINTS**

<u>Receipt Points</u>	<u>Maximum Receipt Pressure (PSIG)</u>	<u>Maximum Quantity*</u>	<u>Delivery Points</u>	<u>Maximum Delivery Pressure (PSIG)</u>	<u>Maximum Quantity*</u>
All receipt points subject to capacity availability.			WRB Refining LP (#805514)	240	75,000 Dth/d
			Distilling West - MRT (#13596)	180	75,000 Dth/d
			Ameren Illinois Aggrega (#805535)	180	6,000 Dth/d

*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.

4) **RATE**

Service hereunder shall be provided pursuant to Rate Schedule ITS. 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**

For Notices to Customer:
Contract Administration CH 1060
P.O. Box 2197
Houston, TX 77079-2197
Telephone: 281-293-2333
Facsimile: 281-293-5914

For Invoices to Customer:
Mary Brand, Financial Analyst
P.O. Box 76
Roxana, IL 62084-3202
Telephone: 618-255-3202
Facsimile: 618-255-3011

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE ITS
(continued)

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

By: Tina Faraca MCS
Tina Faraca (Feb 24, 2020) ST
Name: Tina V. Faraca ST
Title: Chief Commercial Officer
Date: _____

WRB REFINING, LP BY ITS OPERATOR PHILLIPS 66
COMPANY
By: [Signature]
Name: [Signature]
Title: VP Refining
Date: 2-21-2020

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE ITS

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 ITS 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.
- 8) 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. Additionally, Customer may request that MRT consent to Customer's assignment of this Agreement, in whole, to an entity affiliated with Customer. For interruptible contracts, MRT will consent to such assignment, subject to the assignee's satisfaction of the criteria in Section 5.4(k), GT&C, unless there is a reasonable basis to withhold MRT's consent. 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.

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE ITS

GENERAL TERMS AND CONDITIONS
(continued)

- 9) 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.
- 10) 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.
- 11) 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.
- 12) For interruptible service, Exhibit B attached hereto is incorporated into this Agreement in its entirety.
- 13) This Agreement, effective March 1, 2020, amends and restates the Service Agreement #3808 originally effective April 1, 2006, as subsequently amended, restated and/or superseded prior to or as of the effective date hereof, between the parties hereto.

Contract #3808

Page 5 of 6

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE ITS
(continued)

contracted 40,011 Dth/d for the months November through March and 15,011 Dth/d for the months April through October shall also apply to the applicable minimum revenue requirement.

- (e) Term of Rate: Begin Date(s): March 1, 2020
End Date(s): March 31, 2024
- (f) Authorized Overrun: For Negotiated Rate transactions, unless MRT agrees otherwise, the rate for any authorized overrun quantities shall be the greater of the maximum tariff rate or the applicable rate described in this Exhibit B.
- (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 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

By: Tina Faraca MCS
Name: Tina V. Faraca ST
Title: Chief Commercial Officer
Date: _____

WRB REFINING, LP

BY ITS OPERATOR PHILLIPS 66
COMPANY

By: [Signature]
Name: [Signature]
Title: [Signature]
Date: 2-21-2020

EFFECTIVE MARCH 1, 2020, SUPERSEDES EXHIBIT B EFFECTIVE AUGUST 1, 2016

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

~~Second-Third~~ Revised Volume Negotiated Rates and Non-Conforming
Agreements **Section 2.2, Version 2.0.01**

Effective January 1, 2018

WRB Refining, LP. TSA No. 6060 (RS FTS)

Option Code "A"

TRANSPORTATION SERVICE AGREEMENT

Contract #100042

This TRANSPORTATION SERVICE AGREEMENT, hereinafter referred to as "Agreement," is made and entered into on this 1st day of November, 2016, by and between Enable Illinois Intrastate Transmission, LLC, a Delaware limited liability company, hereinafter called "Transporter," and WRB Refining, LP a Delaware corporation, hereinafter called "Shipper."

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

1) TERM

Effective Date: November 1, 2016

Primary Term End Date: March 31, 2024

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): November through March : 25,000 Dth/d
Maximum Daily Quantity (MDQ): April through October: 0 Dth/d

3) RECEIPT AND DELIVERY POINTS

Receipt Point	Maximum Quantity*	Delivery Point(s)	Maximum Quantity*	Maximum Delivery Pressure
NGPL- Madison County (IL)	25,000 Dth/d during months of November through March only.	Wood River Refinery	25,000 Dth/d	240 psi
NGPL- Madison County (IL)	25,000 Dth/d during months of November through March Only.	Distilling West Refinery (Secondary)	25,000 Dth/d	180 psi

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

4) RATE

Service hereunder shall be provided pursuant to the Rate Schedule FTS of Transporter's Tariff. 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 specified in Transporter's Tariff, as on file and in effect from time to time, for services rendered hereunder, unless otherwise agreed in writing by Transporter and Shipper.

5) ADDRESSES

For Notices to Shipper:
Name: Contract Administration
Address: WRB Refining, LP
P.O. Box 2197
Houston, TX 77079-2197

Telephone: 281-293-2333
Facsimile: 281-293-5914

For Notices to Transporter:
14805 North Outer 40 Road, Suite 230
Chesterfield, MO 63017-6060
Facsimile: 314- 991-7600

Transporter Nominations (other
than electronic):
Transportation Services
Facsimile: 346-701-2905
E-mail:
VC_SchedulingInterstate@enablemidstream.com

For Bills to Shipper:
Name: Mary Brand, Financial Analyst
Address: WRB Refining, LP
P.O. Box 76
Roxana, IL 62084-0068

Telephone: 618-255-3202
Facsimile: 618-255-3011

For Payments to Transporter:
Attn: Accounting
14805 North Outer 40 Road
Suite 230
Chesterfield, MO 63028-6060

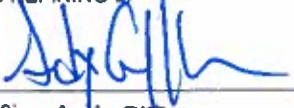
For Wire Transfer:
Chase Bank of Texas
Enable Illinois Intrastate Transmission, LLC
ABA 113000609
Account #0010-322-7816
Ref: Gas Transportation

Transporter Pipeline Operations:
Systems Control Department
1111 Louisiana St., Suite 1229
Houston, TX 77002
Telephone: 713- 207-9020

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written.

WRB REFINING LP

ENABLE ILLINOIS INTRASTATE TRANSMISSION, LLC

msk By: 

Name: Andy Giffhorn
Title: GM, Midstream Commercial & BD
Address: Phillips 66 Company

By: 

Name: Rodney J. Sailor
Title: President & Chief Executive Officer
Address: 14805 North Outer 40 Road, Suite 230
Chesterfield, MO 63017-6060

GENERAL TERMS AND CONDITIONS

- 1) Upon termination hereof for whatever reason, Shipper agrees to stop delivering gas to Transporter for transportation hereunder. In addition, upon termination of this Agreement, Shipper agrees that it will thereafter make no further demand for service hereunder and Transporter 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. Shipper agrees to cooperate with and assist Transporter 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 quantity imbalance hereunder nor relieve Shipper of its obligation to pay any monies due hereunder to Transporter.
- 3) In accordance with the terms and conditions of the General Terms and Conditions of Transporter's Tariff, (General Terms and Conditions), if Shipper fails to pay within thirty (30) days after payment is due all of the amount of any bill for service rendered by Transporter hereunder, Transporter, upon ten (10) days' prior written notice to Shipper, 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 the General Terms and Conditions.
- 4) Service hereunder shall be provided pursuant to the Rate Schedule FTS of Transporter's Tariff. Shipper will provide fuel in kind.
- 5) This Agreement shall be subject to the provisions of the applicable rate schedule as well as the General Terms and Conditions set forth in Transporter's Tariff, as on file and in effect from time to time, 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 Transporter's General Terms and Conditions. To the extent not inconsistent with effective law, Transporter 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) 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, as set forth in the General Terms and Conditions, in accordance with the Natural Gas Act or other applicable law.
- 7) Shipper may deliver or cause to be delivered to Transporter a maximum receipt point quantity at the Receipt Points described herein, and Transporter shall redeliver thermally equivalent quantities at the Delivery Points described herein which excludes a quantity of gas for Fuel Use and Loss. A maximum delivery point quantity is also specified for each Transporter delivery point. For firm service, the sum of all individual maximum receipt point quantities shall not exceed the maximum receipt point quantities in the aggregate. For firm service, the sum of all individual maximum delivery point quantities shall not exceed the maximum daily quantity set forth in this Agreement.
- 8) In the event that Transporter places on file with the Illinois Commerce Commission ("Commission") another rate schedule which may be applicable to service rendered hereunder, then Transporter, 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. Transporter 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 General Terms and Conditions, or to propose, file, and make effective superseding rate schedules and/or General Terms and Conditions, for the purpose of changing the rates, charges, and other provisions thereof effective as to Shipper.
- 9) This Agreement shall not be assigned by Shipper in whole or in part without Transporter's prior written consent, which consent shall not be unreasonably withheld. In addition to all other rights and remedies, Transporter may terminate the Agreement immediately if it is assigned by Shipper without Transporter'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 fully delivered when hand-delivered, telecopied, 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).
- 11) Each party shall notify the other in writing of the name, address, telephone number and telecopy number 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 and executed by authorized representatives of the parties. No waiver by either Shipper or Transporter 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.

EXHIBIT A

RATES

For each month that this Agreement is in effect, Shipper shall pay Transporter or cause Transporter to be paid for all services provided hereunder, in accordance with applicable provisions of Transporter's Tariff, provided however, that the rates applicable to all service provided hereunder shall be as follows:

Reservation Charge:	\$2.7375 /Dth of MDQ per Month
Usage Charge:	\$0.005/ Dth
Authorized Overrun Rate:	\$0.080 /Dth
Fuel and Losses:	To be paid by Shipper in kind in amounts equal to each month's actual fuel usage and gas losses, but not less than 0.0%, as measured by Transporter
Surcharges:	None, unless directed otherwise by the Illinois Commerce Commission as non-discountable

CONDITIONAL CREDIT AGAINST RESERVATION CHARGE

In the event that Shipper, for any day during any November through March period when this Agreement is in effect, utilizes interruptible transportation service on the interstate natural gas pipeline system of Enable Mississippi River Transmission, LLC ("MRT") and pays for such service pursuant to the MRT interruptible transportation service agreement (MRT ITS # 3808) effective August 1, 2016, then, for such day, Transporter shall apply a credit against the daily Reservation Charge that otherwise would apply to Shipper hereunder (the daily equivalent calculated as: $\$2.7375 \div 30.41667 = \$0.08999/\text{Dth per Day}$), reducing such daily Reservation Charge by an amount equivalent to the amount paid by Shipper to MRT for such interruptible transportation service, excluding nondiscountable surcharges, for such day; provided, however, that in no event shall Shipper's Reservation Charge hereunder be reduced below zero and such credit shall only apply to the daily Reservation Charges associated with the unused FT capacity contracted hereunder. For each day for which Shipper does not utilize and pay for such MRT interruptible transportation service, Shipper shall be obligated to pay the full Reservation Charge.

REGULATORY APPROVALS REQUIRED

The effectiveness of this Agreement is contingent upon the grant of any and all regulatory and other approvals required under applicable federal, state and local laws to effect the transportation services and other arrangements involving Transporter and Shipper contemplated herein. Shipper shall be obligated to take reasonable steps in consultation with Transporter to support, before applicable regulatory authorities, Transporter's efforts to secure necessary approvals for such services and related arrangements. In the event that any such regulatory authority rejects any part of this or any related agreement, or approves this or any related agreement subject to any condition or modification deemed unacceptable to either Transporter or Shipper, then such party may, by written notice to the regulatory authority and the other party no later than thirty (30) days following issuance of a final order that retains the offending condition or modification, terminate this and related agreements; provided, however, that in such event, the parties hereto 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 benefits of the transaction set out in this and related agreements.



ENable Mississippi River Transmission, LLC 1
4805 North Outer 40 Road, Suite 230
Chesterfield, MO 63017

November 9, 2017

VIA EMAIL

Mr. Andy Giffhorn
GM, Midstream Commercial & BD
WRB Refining, LP
P66 Houston Operations Center, N742-02
1075 W. Sam Houston Parkway, Suite 200
Houston, TX 77043

Re: Agreement to Assign Contract # 100042, dated as of November 1, 2016 between Enable Illinois Intrastate Transmission, LLC ("IIT") and WRB Refining, LP ("WRB") (the "WRB Agreement")

Dear Mr. Giffhorn:

IIT and WRB are parties to the WRB Agreement, under which IIT has agreed to transport natural gas on behalf of WRB pursuant to IIT's Tariff on file with the Illinois Commerce Commission. IIT and its affiliate Enable Mississippi River Transmission, LLC ("MRT") have agreed to a transaction by which MRT will acquire all of the natural gas pipeline facilities currently owned by IIT (the "IIT-MRT Transaction"). Effective on the date the IIT-MRT Transaction closes (the "Closing Date"), IIT will be dissolved.

Subject to the condition precedent set forth below, by this agreement (the "Assignment Agreement"), IIT, MRT, and WRB (the "Parties") agree that the WRB Agreement will be assigned from IIT to MRT with the assignment to be effective on the Closing Date. Starting on the Closing Date, MRT will provide transportation service to WRB pursuant to Rate Schedule FTS of MRT's FERC Gas Tariff (the "MRT Tariff"). To effectuate this assignment, and to ensure that the Parties retain the benefit of the bargain they reached as outlined in the WRB Agreement, the Parties agree that, effective on the Closing Date, the WRB Agreement will be interpreted and implemented as follows:

- (i) references in the WRB Agreement to "IIT" and "Transporter" will become references to "MRT";
- (ii) references in the WRB Agreement to IIT's Illinois Intrastate Tariff will become references to the MRT Tariff;
- (iii) terms in the WRB Agreement that are defined terms in the MRT Tariff will be interpreted consistent with the definitions of those terms set forth in the MRT Tariff, which includes changing references to "Shipper" in the WRB Agreement to "Customer"; and

- (iv) the WRB Agreement's "Fuel and Losses" provisions will be interpreted and implemented as follows: WRB shall pay Fuel and losses in kind in amounts equal to: (i) for service using solely the facilities previously owned by IIT, actual Fuel Use and LUFG calculated by MRT solely for facilities previously owned by IIT, but not less than 0.0%; and (ii) for service that takes place in whole or in part using facilities that were not previously owned by IIT, actual Fuel Use and LUFG calculated by MRT pursuant to GT&C Section 22 of the MRT Tariff.

IIT shall advise WRB when it anticipates that the Closing Date will occur, and will additionally notify WRB of the occurrence of the Closing Date immediately following such date.

Prior to the Closing Date, MRT agrees to file the WRB Agreement and this Assignment Agreement with the Federal Energy Regulatory Commission ("FERC") and request from FERC any approvals necessary to allow the rates, terms, and conditions of the WRB Agreement, as clarified by this Assignment Agreement, to remain in full force and effect on and after the assignment of the WRB Agreement to MRT. WRB's consent to the assignment of the WRB Agreement is subject to the condition precedent that the FERC grants the necessary approvals without modification to Assignment Agreement.

Subject to the foregoing, the Parties agree that, upon the Closing Date, MRT will be substituted, for all purposes, in the place of IIT under the WRB Agreement. Subject to any requirements imposed by FERC, MRT agrees that (i) MRT will perform all of its obligations under the WRB Agreement, as revised by this Assignment Agreement, in favor of WRB (including obligations of IIT incurred under the WRB Agreement prior to the Closing Date), and (ii) WRB will perform all of its obligations under the WRB Agreement, as clarified by this Assignment Agreement, in favor of MRT (including obligations of WRB incurred under the WRB Agreement prior to the Closing Date). In the event that the IIT-MRT Transaction does not occur, this Assignment Agreement will be null and void, and of no legal significance.

After executing this Assignment Agreement below on the enclosed counterpart, please return the executed counterpart to MRT at 14805 North Outer 40 Road, Suite 230, Chesterfield, Missouri 63017. If you have any questions, please contact Michael Stoll via phone at 636-812-7121 or via e-mail at Mike.Stoll@cnablemidstream.com.

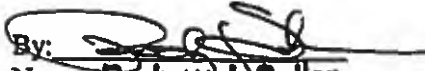
[Signature Pages Follow]

Sincerely,

ENABLE ILLINOIS INTRASTATE
TRANSMISSION

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

ENABLE MISSISSIPPI RIVER
TRANSMISSION, LLC

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

[IIT and MRT Signature Page to Assignment Agreement]

AGREED AND ACKNOWLEDGED BY:

WRB REFINING, LP

By its Operator, Phillips 66 Company

By: 

Name: Andy Giffhorn

Title: General Manager Commercial & BD
Phillips 66 Company

[WRB Signature Page to Assignment Agreement]

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

~~Second-Third~~ Revised Volume Negotiated Rates and Non-Conforming
Agreements **Section 2.3, Version 1.0.01**

Effective January 1, 2018

WRB Refining, LP. TSA No. 6061 (RS ITS)

Option Code "A"

INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT

Contract # 100043

This TRANSPORTATION SERVICE AGREEMENT, hereinafter referred to as "Agreement," is made and entered into on this 1st day of August, 2016, by and between Enable Illinois Intrastate Transmission, LLC, a Delaware limited liability company, hereinafter called "Transporter," and WRB Refining, LP, a Delaware corporation, hereinafter called "Shipper."

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

1) TERM

Effective Date: August 1, 2016

Primary Term End Date: March 31, 2024

2) QUANTITIES

Maximum Daily Quantity (MDQ): 25,000 Dth/D

3) RECEIPT AND DELIVERY POINTS

Receipt Point	Maximum Quantity*	Delivery Point(s)	Maximum Quantity*	Maximum Delivery Pressure
NGPL Madison County, IL	25,000	Wood River Refinery	25,000	240 psi
NGPL Madison County, IL	25,000	Distilling West Refinery	25,000	180 psi

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

4) RATE

Service hereunder shall be provided pursuant to the Rate Schedule ITS of Transporter's Tariff. 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 specified in Transporter's Tariff, as on file and in effect from time to time, for services rendered hereunder, unless otherwise agreed in writing by Transporter and Shipper.

5) ADDRESSES

For Notices to Shipper:
Name: Contract Administration
Address: WRB Refining, LP
P.O. Box 2197
Houston, TX 77079-2197
Telephone: 281-293-2333
Facsimile: 281-293-5914

For Bills to Shipper:
Name: Mary Brand, Financial Analyst
Address: WRB Refining, LP
P.O. Box 76
Roxana, IL 62084-0068
Telephone: 618-255-3202
Facsimile: 618-255-3011

For Notices to Transporter:
14805 North Outer 40 Road, Suite 230
Chesterfield, MO 63017-6060
Facsimile :314- 991-7600

For Payments to Transporter:
Attn: Accounting
14805 North Outer 40 Road
Suite 230
Chesterfield, MO 63028-6060

For Wire Transfer:
Chase Bank of Texas
Enable Illinois Intrastate Transmission, LLC
ABA 113000609
Account #0010-322-7816
Ref: Gas Transportation

Transporter Nominations (other
than electronic):
Transportation Services
Facsimile: 346-701-2905

Transporter Pipeline Operations:
Systems Control Department
1111 Louisiana St., Suite 1229
Houston, TX 77002
Telephone: 346-701-2660

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written.

WRB REFINING, LP

ENABLE ILLINOIS INTRASTATE TRANSMISSION, LLC

By: 
Name: Andy Giffhorn
Title: GM, Midstream Commercial & BD
Address: Phillips 66 Company

By: 
Name: Rodney J. Sailor
Title: President & Chief Executive Officer
Address: 14805 North Outer 40 Road, Suite 230
Chesterfield, MO 63017-6060 

GENERAL TERMS AND CONDITIONS

- 1) Upon termination hereof for whatever reason, Shipper agrees to stop delivering gas to Transporter for transportation hereunder. In addition, upon termination of this Agreement, Shipper agrees that it will thereafter make no further demand for service hereunder and Transporter 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. Shipper agrees to cooperate with and assist Transporter 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 quantity imbalance hereunder nor relieve Shipper of its obligation to pay any monies due hereunder to Transporter.
- 3) In accordance with the terms and conditions of the General Terms and Conditions of Transporter's Tariff, (General Terms and Conditions), if Shipper fails to pay within thirty (30) days after payment is due all of the amount of any bill for service rendered by Transporter hereunder, Transporter, upon ten (10) days' prior written notice to Shipper, 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 the General Terms and Conditions.
- 4) Service hereunder shall be provided pursuant to the Rate Schedule ITS of Transporter's Tariff. Shipper will provide fuel in kind.
- 5) This Agreement shall be subject to the provisions of the applicable rate schedule as well as the General Terms and Conditions set forth in Transporter's Tariff, as on file and in effect from time to time, 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 Transporter's General Terms and Conditions. To the extent not inconsistent with effective law, Transporter 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) 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, as set forth in the General Terms and Conditions, in accordance with the Natural Gas Act or other applicable law.
- 7) Shipper may deliver or cause to be delivered to Transporter a maximum receipt point quantity at the Receipt Points described herein, and Transporter shall redeliver thermally equivalent quantities at the Delivery Points described herein which excludes a quantity of gas for Fuel Use and Loss. A maximum delivery point quantity is also specified for each Transporter delivery point. For firm service, the sum of all individual maximum receipt point quantities shall not exceed the maximum receipt point quantities in the aggregate. For firm service, the sum of all individual maximum delivery point quantities shall not exceed the maximum daily quantity set forth in this Agreement.
- 8) In the event that Transporter places on file with the Illinois Commerce Commission ("Commission") another rate schedule which may be applicable to service rendered hereunder, then Transporter, 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. Transporter 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 General Terms and Conditions, or to propose, file, and make effective superseding rate schedules and/or General Terms and Conditions, for the purpose of changing the rates, charges, and other provisions thereof effective as to Shipper.
- 9) This Agreement shall not be assigned by Shipper in whole or in part without Transporter's prior written consent, which consent shall not be unreasonably withheld. In addition to all other rights and remedies, Transporter may terminate the Agreement immediately if it is assigned by Shipper without Transporter'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 fully delivered when hand-delivered, telecopied, 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).
- 11) Each party shall notify the other in writing of the name, address, telephone number and telecopy number 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 and executed by authorized representatives of the parties. No waiver by either Shipper or Transporter 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.

INTERRUPTIBLE TRANSPORTATION
SERVICE AGREEMENT

EXHIBIT A

This Exhibit A reflects the terms and conditions under which Transporter has agreed to assess Shipper discounted rates for transportation service subject and pursuant to this Agreement. Transporter and Shipper have agreed that the rates and charges applicable for the term of the Agreement shall be as follows:

1. Usage Charge: For each year for the term of this Agreement:
 - April through October: \$.07 per Dth
 - November through March: \$.08 per Dth
2. Authorized Overrun (AO): For volumes in excess of MDQ up to an additional 10,000 Dth per day the AO Rate shall be the Usage Charge set forth in (1) above.
3. The discounted rates set forth herein shall only apply to deliveries to Shipper's Wood River and Distilling West Refineries.
4. Fuel and LUFG: To be paid by Shipper in kind in amounts equal to each month's actual fuel usage and gas losses, but not less than 0.0%, as measured by Transporter.
5. Surcharges: None, unless directed otherwise by the Illinois Commerce Commission as non-discountable.

The effectiveness of this Agreement is contingent upon the grant of any and all regulatory and other approvals required under applicable federal, state, and local laws to effect the transportation services and related construction and other arrangements involving Transporter and Shipper. Shipper shall be obligated to take reasonable steps in consultation with Transporter to support, before applicable regulatory authorities, Transporter's efforts to secure necessary approvals for such services and related arrangements. In the event that any such regulatory authority rejects any part of this or any related agreement, or approves this or any related agreement subject to any condition or modification deemed unacceptable to either Transporter or Shipper, then such party may, by written notice to the regulatory authority and the other party no later than thirty (30) days following issuance of a final order that retains the offending condition or modification, terminate this and related agreements, provided, however, that in such event, the parties hereto 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 benefits of the transaction set out in this and related agreements.



ENable Mississippi River Transmission, LLC
4805 North Outer 40 Road, Suite 230
Chesterfield, MO 63017

November 9, 2017

VIA EMAIL

Mr. Andy Giffhorn
GM, Midstream Commercial & BD
WRB Refining, LP
P66 Houston Operations Center, N742-02
1075 W. Sam Houston Parkway, Suite 200
Houston, TX 77043

**Re: Agreement to Assign Contract # 100043, dated as of August 1, 2016 between
Enable Illinois Intrastate Transmission, LLC ("IIT") and WRB Refining, LP
("WRB") (the "WRB Agreement")**

Dear Mr. Giffhorn:

IIT and WRB are parties to the WRB Agreement, under which IIT has agreed to transport natural gas on behalf of WRB pursuant to IIT's Tariff on file with the Illinois Commerce Commission. IIT and its affiliate Enable Mississippi River Transmission, LLC ("MRT") have agreed to a transaction by which MRT will acquire all of the natural gas pipeline facilities currently owned by IIT (the "IIT-MRT Transaction"). Effective on the date the IIT-MRT Transaction closes (the "Closing Date"), IIT will be dissolved.

Subject to the condition precedent set forth below, by this agreement (the "Assignment Agreement"), IIT, MRT, and WRB (the "Parties") agree that the WRB Agreement will be assigned from IIT to MRT with the assignment to be effective on the Closing Date. Starting on the Closing Date, MRT will provide transportation service to WRB pursuant to Rate Schedule ITS of MRT's FERC Gas Tariff (the "MRT Tariff"). To effectuate this assignment, and to ensure that the Parties retain the benefit of the bargain they reached as outlined in the WRB Agreement, the Parties agree that, effective on the Closing Date, the WRB Agreement will be interpreted and implemented as follows:

- (i) references in the WRB Agreement to "IIT" and "Transporter" will become references to "MRT";
- (ii) references in the WRB Agreement to IIT's Illinois Intrastate Tariff will become references to the MRT Tariff;
- (iii) terms in the WRB Agreement that are defined terms in the MRT Tariff will be interpreted consistent with the definitions of those terms set forth in the MRT Tariff, which includes changing references to "Shipper" in the WRB Agreement to "Customer"; and

- (iv) the WRB Agreement's "Fuel and Losses" provisions will be interpreted and implemented as follows: WRB shall pay Fuel and losses in kind in amounts equal to: (i) for service using solely the facilities previously owned by IIT, actual Fuel Use and LUFG calculated by MRT solely for facilities previously owned by IIT, but not less than 0.0%; and (ii) for service that takes place in whole or in part using facilities that were not previously owned by IIT, actual Fuel Use and LUFG calculated by MRT pursuant to GT&C Section 22 of the MRT Tariff.

IIT shall advise WRB when it anticipates that the Closing Date will occur, and will additionally notify WRB of the occurrence of the Closing Date immediately following such date.

Prior to the Closing Date, MRT agrees to file the WRB Agreement and this Assignment Agreement with the Federal Energy Regulatory Commission ("FERC") and request from FERC any approvals necessary to allow the rates, terms, and conditions of the WRB Agreement, as clarified by this Assignment Agreement, to remain in full force and effect on and after the assignment of the WRB Agreement to MRT. WRB's consent to the assignment of the WRB Agreement is subject to the condition precedent that the FERC grants the necessary approvals without modification to Assignment Agreement.

Subject to the foregoing, the Parties agree that, upon the Closing Date, MRT will be substituted, for all purposes, in the place of IIT under the WRB Agreement. Subject to any requirements imposed by FERC, MRT agrees that (i) MRT will perform all of its obligations under the WRB Agreement, as revised by this Assignment Agreement, in favor of WRB (including obligations of IIT incurred under the WRB Agreement prior to the Closing Date), and (ii) WRB will perform all of its obligations under the WRB Agreement, as clarified by this Assignment Agreement, in favor of MRT (including obligations of WRB incurred under the WRB Agreement prior to the Closing Date). In the event that the IIT-MRT Transaction does not occur, this Assignment Agreement will be null and void, and of no legal significance.

After executing this Assignment Agreement below on the enclosed counterpart, please return the executed counterpart to MRT at 14805 North Outer 40 Road, Suite 230, Chesterfield, Missouri 63017. If you have any questions, please contact Michael Stoll via phone at 636-812-7121 or via e-mail at Mike.Stoll@enablemidstream.com.



[Signature Pages Follow]

Sincerely,

ENABLE ILLINOIS INTRASTATE
TRANSMISSION

By: 
Name: ~~Rodney J. Saller~~
Title: ~~President & Chief Executive Officer~~ 

ENABLE MISSISSIPPI RIVER
TRANSMISSION, LLC

By: 
Name: ~~Rodney J. Saller~~
Title: ~~President & Chief Executive Officer~~ 

[IIT and MRT Signature Page to Assignment Agreement]

AGREED AND ACKNOWLEDGED BY:

WRB REFINING, LP
By its Operator, Phillips 66 Company

By: 

Name: _____

Title: Andy Glinhom
GM, Midstream Commercial & BD
Phillips 66 Company

[WRB Signature Page to Assignment Agreement]

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

~~Second-Third~~ Revised Volume Negotiated Rates and Non-Conforming

Agreements **Section 2.8, Version 0.0.01**

Effective January 1, 2019

United States Steel Corporation TSA No. 3086 (RS FSS)

Option Code "A"

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

This STORAGE SERVICE AGREEMENT, hereinafter referred to as "Agreement," 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 provide natural gas storage service for Customer, on a firm basis, and Customer shall furnish, or cause to be furnished, to MRT natural gas for such storage 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 1, 2019, subject to FERC approval

Primary Term End Date: The end of the Day on April 30, 2022

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending April 30, 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 Stored Quantity (MSQ): 1,714,177 Dth
(Based on a heat content of 1,020 Btu per Cubic Foot)

Maximum Daily Withdrawal Quantity (MDWQ): 29,860 Dth

3) RATE

Service hereunder shall be provided pursuant to Rate Schedule FSS. 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 A, or other format provided for in MRT's Tariff, in effect during the term of this Agreement or in a capacity release award.

4) ADDRESSES:

United States Steel Corporation
1951 State Street
Granite City, IL 62040
Attn: Matthew Blystone
Email: MDBlystone@uss.com

United States Steel Corporation
600 Grant Street, Suite 2014
Pittsburg, PA 15219
Attn: Kylie Zeis
Email: KAZeis@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

Steven G. Tramonte

By: Steven G. Tramonte (Jan 2, 2020)

Name: Steven G. Tramonte

Title: Vice President, Commercial T&S

Date: January 2, 2020

UNITED STATES STEEL CORPORATION

By: Ralph K. Ribick Jr.

Name: Ralph K. Ribick Jr.

Title: Operational - Energy & Metals

Date: 12-16-19

MCS
MCS

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

GENERAL TERMS AND CONDITIONS

- 1) Upon termination hereof for whatever reason, Customer agrees to stop delivering gas to MRT for storage 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, as 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 (including withdrawal of stored quantities) nor relieve Customer of its obligation to pay any monies due hereunder to MRT.
- 3) In accordance with the terms and conditions of Section 1.7 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' written notice to Customer, may suspend further injections and/or withdrawals 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 injections and/or withdrawals of gas on behalf of Customer.
- 4) Service hereunder shall be provided pursuant to Rate Schedule FSS 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 set forth in MRT's Tariff, as on file and in effect from time to time, and such provisions are incorporated herein by this reference. Any curtailment of storage service hereunder shall be in accordance with the priorities set out in the GT&C. To the extent not inconsistent with effective law, MRT shall have the right to determine the priority and/or scheduling of the storage service under this Agreement and to revise the priority and/or scheduling of this storage 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) 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 Schedule FSS 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 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.



SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

GENERAL TERMS AND CONDITIONS
(continued)

- 8) 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.
- 9) 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.
- 10) 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.
- 11) For service at rates other than MRT's applicable maximum Tariff rates, Exhibit A attached hereto is incorporated into this Agreement in its entirety.
- 12) Effective January 1, 2019, this Agreement supersedes and cancels Storage Service Agreement No. 3086, as in effect pursuant to an amendment dated May 16, 2018 between the parties hereto.
- 13) Pursuant to Section 15.8, GT&C of MRT's Tariff, the parties have agreed to an extension of the term with respect to all of the capacity previously committed under this Agreement.
- 14) 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.



SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

EXHIBIT A

Customer agrees to pay the rates specified on this Exhibit A 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 specified above, the storage rates and charges as defined below for the specified services provided under the Agreement only apply to the quantities and/or time periods described herein. 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 shall pay any applicable charges, penalties, surcharges, fees, taxes, assessments 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 A 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 earlier than the end of the month following the month in which such termination notice is received.
- (c) Description of Rate: Negotiated Rate X Discounted Rate (Check one)

MRT shall bill and Customer shall pay the following rates for service under the Agreement up to the applicable contract limitations (as in effect on the Begin Date of this Exhibit A):

For the period January 1, 2019 through July 31, 2019, the monthly charges shall be:

Deliverability Charge of \$1.2586 per Dth;

Capacity Charge of \$0.2788 per Dth divided by 12; and Injection and Withdrawal Charges: \$0.0163 per Dth injected and/or withdrawn, up to applicable contract and Tariff limitations.

For the period beginning August 1, 2019 through the End Date specified below, the monthly charges shall be:

Deliverability Charge of MRT's maximum tariff rate not to exceed \$1.6368 per Dth;

Capacity Charge of MRT's maximum tariff rate, divided by 12, not to exceed \$0.3695 per Dth divided by 12; and Injection and Withdrawal Charges: \$0.0221 per Dth injected and/or withdrawn, up to applicable contract and Tariff limitations.

However, if the Commission approves rates for Rate Schedule FSS service in FERC Docket No. RP20-131 that are below the rates described above for the period beginning August 1, 2019, then effective the first day of the month following the effective date of such Commission ruling and continuing through no later than April 30, 2024, Customer shall pay the Commission-approved maximum lawful charges for Rate Schedule FSS service.

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 mechanism 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 LUFG 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.

(d) 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) Rate-Related Provisions:

(i) Consideration for Rate Granted: MRT agrees to the rates specified in this Exhibit A 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 A 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 General Terms and Conditions 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, it will have the right to immediately terminate or modify any provisions of this Exhibit A that would allow Customer to pay amounts less than the maximum applicable tariff rate.

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

UNITED STATES STEEL CORPORATION

By: Ralph R. Liberman Jr
Name: Ralph R. Liberman Jr
Title: Director - Energy & Metals
Date: 12-16-19

Page 5 of 5

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

~~Second-Third~~ Revised Volume Negotiated Rates and Non-Conforming

Agreements **Section 2.9, Version 0.0.01**

Effective January 1, 2019

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

Option Code "A"

SUPERSEDING
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 January 1, 2019, subject to FERC approval

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

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 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")

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
1951 State Street
Granite City, IL 62040
Attn: Matthew Blystone
Email: MDBlystone@uss.com

United States Steel Corporation
600 Grant Street, Suite 2014
Pittsburg, PA 15219
Attn: Kylie Zeis
Email: KAZeis@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

Steven G. Tramonte

By: Steven G. Tramonte (Jan 4, 2020)

Name: Steven G. Tramonte

Title: Vice President, Commercial T&S

Date: January 4, 2020

UNITED STATES STEEL CORPORATION

By: Ralph N. Ribicki Jr.

Name: Ralph N. Ribicki Jr.

Title: Director - Energy & Metals

Date: 12-16-19

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

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, Exhibits A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) Effective January 1, 2019, this Agreement supersedes and cancels the Service Agreement as in effect pursuant to an amendment dated August 1, 2019, 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
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

Primary Paths

From: #12817 Trunkline Gas Receipt Period 1 To: #805495 Granite City Steel Period 1
#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 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 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 #805588	1,974 Period 1 only		
Trunkline Gas Receipt #12817	5,064 Period 1 only		
Storage #805607	29,860		

* 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

Steven G. TramonteBy: Steven G. Tramonte (Jan 4, 2020)Name: Steven G. TramonteTitle: Vice President, Commercial T&SDate: January 4, 2020

UNITED STATES STEEL CORPORATION

By: Ralph R. Ribicich Jr.Name: Ralph R. Ribicich Jr.Title: Director - Energy & MetalsDate: 12-16-19

EFFECTIVE JANUARY 1, 2019, SUPERSEDES EXHIBIT A EFFECTIVE AUGUST 1, 2019

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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 LUGF 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

Page 6 of 7

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT B
(continued)

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

By: Steven G. Tramonte
By: Steven G. Tramonte (Jan 4, 2020)
Name: Steven G. Tramonte
Title: Vice President, Commercial T&S
Date: January 4, 2020

UNITED STATES STEEL CORPORATION

By: [Signature]
By: Ralph R. Ribicki
Name: Ralph R. Ribicki
Title: Director - Energy + Metals
Date: 12-10-19

MCS
MCS

EFFECTIVE JANUARY 1, 2019

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

~~Second-Third~~ Revised Volume Negotiated Rates and Non-Conforming

Agreements **Section 2.10, Version 0.0.01**

Effective January 1, 2019

United States Steel Corporation TSA No. 3228 (RS FTS)

Option Code "A"

SUPERSEDING
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 16, 2002, as amended and restated January 1, 2019, subject to FERC approval

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

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 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): 6,173 Dth/D

Rate Zone Capacities: See Exhibit A

Such service by MRT shall be during the period from May 16 through November 15 only.

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
1951 State Street
Granite City, IL 62040
Attn: Matthew Blystone
Email: MDBlystone@uss.com

United States Steel Corporation
600 Grant Street, Suite 2014
Pittsburg, PA 15219
Attn: Kylie Zeis
Email: KAZeis@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

By: Steven G. Tramonte
Name: Steven G. Tramonte
Title: Vice President, Commercial T&S
Date: January 4, 2020

UNITED STATES STEEL CORPORATION

By: Ralph R. Ribicki
Name: Ralph R. Ribicki
Title: Director Energy & Metals
Date: 12-16-19

SUPERSEDING
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 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

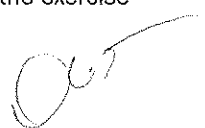


SUPERSEDING
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

GENERAL TERMS AND CONDITIONS
(continued)

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 A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) Effective January 1, 2019, this Agreement supersedes and cancels Contract #3228, as in effect pursuant to an amendment dated May 16, 2018, 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 all 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.



SUPERSEDING
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

Primary Path

From: #805547 Glendale – EGT Fld Rcpt

To: #805607 Storage

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.

Rate Zone Capacity

Field 6,173 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	6,173	Storage	6,173
#805547		#805607	

* 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: Steven G. Tramonte

By: Steven G. Tramonte (Jan 4, 2020)

Name: Steven G. Tramonte

Title: Vice President, Commercial T&S

Date: January 4, 2020

UNITED STATES STEEL CORPORATION

By: Ralph R. Ribicich Jr.

By: Ralph R. Ribicich Jr.

Name: Director - Energy & Metals

Title: Director - Energy & Metals

Date: 12-16-19

MCS
MCS

EFFECTIVE JANUARY 1, 2019, SUPERSEDES EXHIBIT A EFFECTIVE MAY 16, 2018

SUPERSEDING
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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 LUGG 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 with MRT shall bill and Customer shall pay under the Agreement for services between the points specified up to the applicable Rate Zone Capacity shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields the base daily Reservation and Usage Charges shown below.

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

Field Zone:

Base daily Reservation Charge: \$0.0531 per Dth

Usage Charge: \$0.0030 per Dth

Effective Date: August 1, 2019

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 in FERC Docket No. RP20-131 that is below \$0.0698 per Dth for the Field Zone, then effective the first day of the month following the effective date of such Commission ruling and continuing through the earlier of July 31, 2024 or the end date of this Agreement as described in Section 1 hereof, Customer shall pay the Commission-approved maximum lawful Reservation Charges for FTS Field Zone service.

SUPERSEDING
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT B
(continued)

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 mechanism 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 LUFG 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 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.

SUPERSEDING
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT B
(continued)

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

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

By: Steven G. Tramonte
By: Steven G. Tramonte (Jan 4, 2020)
Name: Steven G. Tramonte
Title: Vice President, Commercial T&S
Date: January 4, 2020

UNITED STATES STEEL CORPORATION

By: Philip H. Ribicich
By: Philip H. Ribicich
Name: Philip H. Ribicich
Title: Director - Energy & Metals
Date: 12-16-19

MCS
MCS

EFFECTIVE JANUARY 1, 2019, SUPERSEDES EXHIBIT B EFFECTIVE MAY 16, 2018

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

~~Second-Third~~ Revised Volume Negotiated Rates and Non-Conforming

Agreements **Section 2.11, Version 0.0.01**

Effective August 1, 2019

United States Steel Corporation TSA No. 6112 (RS FTS)

Option Code "A"

SUPERSEDING
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: August 1, 2019, subject to FERC approval

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

Term Extension/Evergreen? Yes

This Agreement shall become effective as of August 1, 2019 and shall continue for a primary term ending May 31, 2023; 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): 7,038 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
1951 State Street
Granite City, IL 62040
Attn: Matthew Blystone
Email: MDBlystone@uss.com

United States Steel Corporation
600 Grant Street, Suite 2014
Pittsburg, PA 15219
Attn: Kylie Zeis
Email: KAZeis@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

Steven G. Tramonte

By: Steven G. Tramonte (Jan 2, 2020)

Name: Steven G. Tramonte

Title: Vice President, Commercial T&S

Date: January 2, 2020

UNITED STATES STEEL CORPORATION

By: Ralph R. Ribenich Jr.

Name: Ralph R. Ribenich Jr.

Title: Director - Energy + Metals

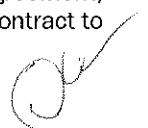
Date: 12-16-19

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SUPERSEDING
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

GENERAL TERMS AND CONDITIONS

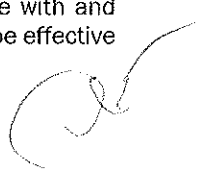
- 1) Upon termination hereof for whatever reason, Customer agrees to stop delivering gas to MRT for transportation hereunder. In addition, upon termination of this Agreement, Customer agrees that it will thereafter make no further demand for service hereunder and MRT agrees that it will make no further 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
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, Exhibits A and B attached hereto are incorporated into this Agreement in their entirety.
 - 14) This Agreement supersedes and cancels the Service Agreement effective August 1, 2019, between the parties hereto.
 - 15) Pursuant to Section 15.8, GT&C of MRT's Tariff, the parties have agreed to enter into this Agreement representing an extension of the term of part of the capacity previously committed under TSA No. 3227.
 - 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 this Agreement #6112. To the extent the proven reduction amount is not satisfied by the MDQ reduction under this Agreement, an MDQ reduction may occur under FTS Agreement #3227; provided however, that in no event shall Customer's total MDQ under this Agreement #6112 and FTS Agreement #3227 be reduced to an amount lower than 37,766 Dth/D pursuant to this section and Section 17 of FTS Agreement #3227. 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
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

Primary Path

From: #90722 TGT Boardwalk

To: #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.

Rate Zone Capacity

Market 7,038 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>
TGT Boardwalk	7,038	Granite City Steel	7,038
#90722		#805495	

* 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

Steven G. TramonteBy: Steven G. Tramonte (Jan 2, 2020)Name: Steven G. TramonteTitle: Vice President, Commercial T&SDate: January 2, 2020

UNITED STATES STEEL CORPORATION

By: *Ralph H. Roberts Jr.*Name: Ralph H. Roberts Jr.Title: Director - Energy & MetalsDate: ~~12~~ - 16 - 19

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MCS

EFFECTIVE AUGUST 1, 2019, SUPERSEDES EXHIBIT A EFFECTIVE AUGUST 1, 2019

SUPERSEDING
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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: See Exhibit A
- (d) **Description of Rate:** Negotiated Rate X Discounted Rate (Check one)

For the period beginning August 1, 2019 through the End Date specified below, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified up to the applicable Rate Zone Capacity shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.2119 per Dth and a Usage Charge of \$0.0098 per Dth, for the Market Zone. However, if the Commission approves a maximum daily Reservation Charge for FTS service in FERC Docket No. RP20-131 that is below \$0.2119 per Dth for the Market Zone, 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.

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 mechanism 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 LUFG 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): August 1, 2019
 End Date(s): The later of the end of the Primary Term End Date or the end date of any evergreen period provided for in Section 1 of this Agreement

SUPERSEDING
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT B
(continued)

- (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 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

Steven G. Tramonte
By: Steven G. Tramonte (Jan 2, 2020)
Name: Steven G. Tramonte
Title: Vice President, Commercial T&S
Date: January 2, 2020

UNITED STATES STEEL CORPORATION

By: [Signature]
Name: Ralph R. Ribbeck Jr.
Title: Director - Energy + Metals
Date: 12-16-19

MCS
MCS

EFFECTIVE AUGUST 1, 2019

Enable Mississippi River Transmission, LLC

FERC NGAGAS TARIFF

~~Second~~ Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.12, Version 2.0.01

Effective February 1, 2022

Summit Utilities Arkansas, Inc. (assignee of CenterPoint Energy Resources Corp.) TSA No. 448 (RSFTS)

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 Summit Utilities Arkansas, Inc., a Colorado 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 November 1, 1993, as amended and restated February 1, 2022, subject to FERC approval

Primary Term End Date: The end of Day on July 31, 2028

Evergreen/Term Extension? Yes

This Agreement shall become effective as of February 1, 2022 and shall continue for a primary term ending July 31, 2028; 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): 33,448 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

Summit Utilities Arkansas, Inc.
10825 E. Geddes Avenue, Suite 410
Centennial, CO 80112
Attn: Walt McCarter
Email: gascontracts@summitutilities.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

By: Beth Hickey
Name: Beth Hickey
Title: EVP, US Gas Pipelines
Date: 1/31/2022

SUMMIT UTILITIES ARKANSAS, INC.

By: Jeffrey T. Toys
Name: Jeffrey T. Toys
Title: Director of Gas Supply & Transportation
Date: 1/26/2022

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

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

GENERAL TERMS AND CONDITIONS
(continued)

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 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 A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) Effective February 1, 2022, this Agreement amends and restates the Amended and Restated Service Agreement originally effective November 1, 1993, as subsequently amended, restated and/or superseded prior to or as of the effective date hereof, between MRT and CenterPoint Energy Resources Corp., the original Customer hereunder, which agreement was assigned to Summit Utilities Arkansas, Inc. pursuant to waivers granted by the Federal Energy Regulatory Commission in Docket No. RP21-852-000.
- 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.

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

Primary Paths

From: #808527 Waskom - EGT
#808527 Waskom - EGT

To: #805533 CERC Aggregate Field
#805546 CERC Aggregate Market

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 3,457 Dth/D

On any given day, the customer is entitled to the greater of 3,457 Dth or 3.39% of available West Line capacity.

Rate Zone Capacities

Field 21,446 Dth/D
Market 18,831 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	17,989	CERC Aggregate Field #805533	14,617
Sherrill/Gethsem - EGT #805601	1,002	CERC Aggregate Market #805546	18,831
Waskom - EGT #808527	1,799		
Sligo #90386	1,658		
Noark to MRT_Lawrence #805548	11,000		
Storage #805607	12,194		

* 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: Beth Hickey
Name: Beth Hickey
Title: EVP, US Gas Pipelines
Date: 1/31/2022

SUMMIT UTILITIES ARKANSAS, INC.

By: Jeffrey T. Toys
Name: Jeffrey T. Toys
Title: Director of Gas Supply & Transportation
Date: 1/26/2022

KAK
KAK

SGT
SGT

EFFECTIVE FEBRUARY 1, 2022, SUPERSEDES EXHIBIT A EFFECTIVE JUNE 1, 2021

MCS
MCS

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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 those specified on Exhibit A as in effect on the date hereof.
- (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 a base daily Reservation Charge of \$0.2119 per Dth for the Market Zone and \$0.0698 per Dth for the Field Zone. However, if the zone boundary is moved from Glendale during the Primary Term of the Agreement, MRT may adjust the rate components such that the base daily Reservation Charge on the total MDQ shall be equal to the lesser of \$0.1641 per Dth or the applicable maximum Tariff rate. Customer shall pay a Monthly Reservation Charge each month during the term specified in (e) below based on the Dth of Rate Zone Capacities specified in the Agreement, regardless of the quantity of gas transported during the applicable month.

Customer shall also pay the applicable Minimum Usage Charge as well as any applicable Tariff charges, fees, penalties, surcharges and assessments.

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS


EXHIBIT B
(continued)

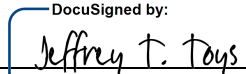
- (e) Term of Rate: Begin Date(s): February 1, 2022
 End Date(s): The end of the day on July 31, 2028
- (f) Authorized Overrun: Unless MRT agrees otherwise, the rate for any authorized overrun quantities shall be the maximum Tariff rate.
- (g) Rate-Related Provisions:
- (i) Consideration for Rate Granted: 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 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

SUMMIT UTILITIES ARKANSAS, INC.

By: 
 Name: Beth Hickey
 Title: EVP, US Gas Pipelines
 Date: 1/31/2022

DocuSigned by:
 By: 
 Name: Jeffrey T. Toys
 Title: Director of Gas Supply & Transportation
 Date: 1/26/2022

KAK
KAK

MCS
MCS

SGT
SGT

EFFECTIVE FEBRUARY 1, 2022, SUPERSEDES EXHIBIT B EFFECTIVE JUNE 1, 2021

Enable Mississippi River Transmission, LLC

FERC NGAGASTARIFF

~~Second~~ Third Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.13, Version 1.0.01

Effective February 1, 2022

Summit Utilities Arkansas, Inc. (assignee of CenterPoint Energy Resources Corp.) TSANo. 500 (RSFSS)

Option Code "A"

AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

This STORAGE SERVICE AGREEMENT, hereinafter referred to as "Agreement," made and entered into by and between Enable Mississippi River Transmission, LLC, a Delaware limited liability company, hereinafter called "MRT," and Summit Utilities Arkansas, Inc., a Colorado corporation, hereinafter called "Customer."

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

1) TERM

Effective Date: Originally November 1, 1993, as amended and restated February 1, 2022, subject to FERC approval

Primary Term End Date: The end of the Day on July 31, 2028

Evergreen/Term Extension? Yes
This Agreement shall become effective as of February 1, 2022 and shall continue for a primary term ending July 31, 2028; 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 Stored Quantity (MSQ): 700,000 Dth
(Based on a heat content of 1,020 Btu per Cubic Foot)

Maximum Daily Withdrawal Quantity (MDWQ): 12,194 Dth

3) RATE

Service hereunder shall be provided pursuant to Rate Schedule FSS. 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 A, or other format provided for in MRT's Tariff, in effect during the term of this Agreement or in a capacity release award.

4) ADDRESSES:

Summit Utilities Arkansas, Inc.
10825 E. Geddes Avenue, Suite 410
Centennial, CO 80112
Attn: Walt McCarter
Email: gascontracts@summitutilities.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

By: Beth Hickey
Name: Beth Hickey
Title: EVP, US Gas Pipelines
Date: 1/31/2022

SUMMIT UTILITIES ARKANSAS, INC.

By: Jeffrey T. Toys
Name: Jeffrey T. Toys
Title: Director of Gas Supply & Transportation
Date: 1/26/2022

KAK
KAK

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MCS

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SGT

AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

GENERAL TERMS AND CONDITIONS

- 1) Upon termination hereof for whatever reason, Customer agrees to stop delivering gas to MRT for storage 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, as 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 (including withdrawal of stored quantities) 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' written notice to Customer, may suspend further injections and/or withdrawals 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 injections and/or withdrawals of gas on behalf of Customer.
- 4) Service hereunder shall be provided pursuant to Rate Schedule FSS 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 set forth in MRT's Tariff, as on file and in effect from time to time, and such provisions are incorporated herein by this reference. Any curtailment of storage service hereunder shall be in accordance with the priorities set out in the GT&C. To the extent not inconsistent with effective law, MRT shall have the right to determine the priority and/or scheduling of the storage service under this Agreement and to revise the priority and/or scheduling of this storage 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) 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 Schedule FSS 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 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.
- 8) 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

AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

GENERAL TERMS AND CONDITIONS
(continued)

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.

- 9) 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.
- 10) 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.
- 11) For service at rates other than MRT's applicable maximum Tariff rates, Exhibit A attached hereto is incorporated into this Agreement in its entirety.
- 12) Effective February 1, 2022, this Agreement amends and restates Storage Service Agreement No. 500, originally effective November 1, 1993, as subsequently amended, restated and/or superseded prior to or as of the effective date hereof, between MRT and CenterPoint Energy Resources Corp., the original Customer hereunder, which agreement was assigned to Summit Utilities Arkansas, Inc. pursuant to waivers granted by the Federal Energy Regulatory Commission in Docket No. RP21-852-000.
- 13) 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.

AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

EXHIBIT A

Customer agrees to pay the rates specified on this Exhibit A 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 specified above, the storage rates and charges as defined below for the specified services provided under the Agreement only apply to the quantities and/or time periods described herein. 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 shall pay any applicable charges, penalties, surcharges, fees, taxes, assessments 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 A 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 earlier than the end of the month following the month in which such termination notice is received.
- (c) Description of Rate: Negotiated Rate X Discounted Rate (Check one)

MRT shall bill and Customer shall pay the following rates for service under the Agreement up to the applicable contract limitations (as in effect on the Begin Date of this Exhibit A):

For the period beginning February 1, 2022 through July 31, 2028, the monthly charges shall be:

Deliverability Charge of MRT's maximum tariff rate not to exceed \$1.6368 per Dth; and
Capacity Charge of MRT's maximum tariff rate, divided by 12, not to exceed \$0.3695 per Dth

Customer shall pay the maximum applicable Injection Charge for each Dth injected and the maximum applicable Withdrawal Charge for each Dth withdrawn, up to applicable contract and Tariff limitations.

- (d) Term of Rate: Begin Date(s): February 1, 2022
 End Date(s): The end of the Day on July 31, 2028
- (e) Authorized Overrun:
For Negotiated Rate transactions, unless MRT agrees otherwise, the rate for any authorized overrun quantities shall be the maximum tariff rate.

AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

EXHIBIT A
(continued)

(f) Rate-Related Provisions:

- (i) Consideration for Rate Granted: MRT agrees to the rates specified in this Exhibit A 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 A 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 General Terms and Conditions 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, it will have the right to immediately terminate or modify any provisions of this Exhibit A that would allow Customer to pay amounts less than the maximum applicable tariff rate.
- (ii) Regulatory Authority: This Exhibit A is subject to Section 30 of the GT&C of MRT's Tariff. MRT and Customer hereby acknowledge that this Exhibit A 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 Exhibit A 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 that is inconsistent with the terms of this Exhibit A, or (2) conditions or prohibits the granting of selective discounts or other rates specified in paragraph (c) of this Exhibit A, 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 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

SUMMIT UTILITIES ARKANSAS, INC.

By: *Beth Hickey*
Beth Hickey (Jan 31, 2022 17:05 CST)
 Name: Beth Hickey
 Title: EVP, US Gas Pipelines
 Date: 1/31/2022

DocuSigned by:
 By: *Jeffrey T. Toys*
Jeffrey T. Toys (Feb 01, 2022 17:05 CST)
 Name: Jeffrey T. Toys
 Title: Director of Gas Supply & Transportation
 Date: 1/26/2022

KAK
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EFFECTIVE FEBRUARY 1, 2022, SUPERSEDES EXHIBIT A EFFECTIVE JANUARY 1, 2019

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

~~Second-Third~~ Revised Volume Negotiated Rates and Non-Conforming

Agreements **Section 2.14, Version 0.0.01**

Effective January 1, 2019

Union Electric Company dba Ameren Missouri TSA No. 3668 (RS FTS)

Option Code "A"

SUPERSEDING
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 Union Electric Company, dba Ameren Missouri, a Missouri 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 April 1, 2005, as amended and restated January 1, 2019, subject to FERC approval

Primary Term End Date: The end of Day on July 31, 2024

Term Extension? Yes

Customer may elect to extend this Agreement up to two times, each for an additional term of one (1) year, by written notice given by Customer to MRT at least twelve (12) months prior to the end of the primary term or any extended term thereafter, but in no event shall such extension extend past July 31, 2026

Evergreen? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending the later of July 31, 2024 or the end date of any extension period pursuant to a Term Extension described in the paragraph above; 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 applicable contract term end date.

2) QUANTITIES

Maximum Daily Quantity (MDQ): 30,000 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.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(continued)

5) ADDRESSES
Ameren Missouri
Attn: Andrew Meyer
1901 Chouteau Avenue, MC 900
St. Louis, MO 63103
Phone: 314-554-3553
Email: AMeyer@ameren.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

By: [Signature]
Name: Greg S. Harris
Title: EVP and Chief Operating Officer
Date: 10/31/19

UNION ELECTRIC COMPANY, DBA AMEREN MISSOURI

By: [Signature]
Name: Ajay K. Arora
Title: VP Power Ops & Energy Mgmt
Date: 10.30.2019

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(continued)

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

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(continued)

GENERAL TERMS AND CONDITIONS
(continued)

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 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 A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) Effective January 1, 2019, this Agreement supersedes and cancels the Amended and Restated Service Agreement originally effective April 1, 2005, as subsequently amended, restated and/or superseded prior to or as of the effective date hereof, between the parties hereto.
- 15) Pursuant to Section 15.8, GT&C of MRT's Tariff, the parties have agreed to an extension of the term with respect to all or 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.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(continued)

EXHIBIT A

Primary Path

From: Trunkline - #12817

To: Ameren Meramec - #808368

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

East 30,000 Dth/D

Rate Zone Capacity

Market 30,000 Dth/D

Primary Receipt Point(s) Maximum Quantity (Dth/D)*
NGPL @ Shattuc/Clinton 22,796
#805588

Primary Delivery Point(s) Maximum Quantity (Dth/D)*
Ameren Meramec 29,500 (1/1/2019 - 10/31/2019)
#808368 500 (11/1/2019)

Trunkline 7,204
#12817

Ameren Venice Illinois 500 (1/1/2019 - 10/31/2019)
#805513 29,500 (11/1/2019)

* 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

UNION ELECTRIC COMPANY, DBA AMEREN MISSOURI

By: [Signature]
Name: Craig S. Harris
Title: FVP and Chief Operating Officer
Date: 10/31/19

By: [Signature]
Name: Ajay K. Rector
Title: VP Power Ops & Energy Mgmt
Date: 10.30.2019

EFFECTIVE JANUARY 1, 2019

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(continued)

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 those specified on Exhibit A as in effect on the date hereof.
- (d) **Description of Rate:** Negotiated Rate X Discounted Rate (Check one)

For the period January 1, 2019 through July 31, 2019, 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 on Exhibit A as in effect on the date hereof, up to MDQ, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.1376 per Dth for the Market Zone and a Usage Charge of \$.0085 per Dth.

For the period beginning August 1, 2019 through the Primary Term End Date, including any non-evergreen extension period(s) pursuant to Section 1 above, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A as in effect on the date hereof, up to MDQ, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.2119 per Dth and a Usage Charge of \$.0098 per Dth. However, if MRT files a Section 4 rate increase in 2019 and the Commission approves a maximum daily Reservation Charge for Market Zone FTS service that is below \$0.2119/Dth as a result thereof, then effective the first day of the month following the effective date of such Commission ruling, Customer shall pay the Commission-approved maximum lawful Reservation Charge for FTS Market Zone service.

Consistent with the foregoing, 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

Page 7 of 8

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(continued)

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

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

By: [Signature]
Name: Grant S. Harris
Title: EVP and Chief Operating Officer
Date: 10/31/19

UNION ELECTRIC COMPANY, DBA AMEREN MISSOURI

By: [Signature]
Name: Ajay K. Arora
Title: VP Power Ops & Energy Mgmt
Date: 10.30.2019

EFFECTIVE JANUARY 1, 2019

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

~~Second-Third~~ Revised Volume Negotiated Rates and Non-Conforming

Agreements **Section 2.16, Version 0.0.01**

Effective January 1, 2020

CenterPoint Energy Services, Inc. TSA No. 4634 (RS FSS)

Option Code "A"

STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

This STORAGE SERVICE AGREEMENT, hereinafter referred to as "Agreement," made and entered into by and between Enable Mississippi River Transmission, LLC, a Delaware limited liability company, hereinafter called "MRT," and CenterPoint Energy Services, Inc., a Delaware corporation, hereinafter called "Customer."

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

1) TERM

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

Primary Term End Date: The end of the Day on May 15, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2020 and shall continue for a primary term ending May 15, 2024; 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 Stored Quantity (MSQ): 480,400 Dth
(Based on a heat content of 1,020 Btu per Cubic Foot)

Maximum Daily Withdrawal Quantity (MDWQ): 8,368 Dth

3) RATE

Service hereunder shall be provided pursuant to Rate Schedule FSS. 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 A, or other format provided for in MRT's Tariff, in effect during the term of this Agreement or in a capacity release award.

4) ADDRESSES:

CenterPoint Energy Services, Inc
Attn: Blake Bastien
13205 Manchester Rd., Suite 200
St. Louis, MO 63131
Phone: 314-986-6893
Email: blake.bastien@centerpointenergy.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

By: Steven G. Tramonte
By: Steven G. Tramonte (Dec 24, 2019)

Name: _____
Title: _____
Date: _____

BD
bd
MCS
MCS

CENTERPOINT ENERGY SERVICES, INC.

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

STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

GENERAL TERMS AND CONDITIONS

- 1) Upon termination hereof for whatever reason, Customer agrees to stop delivering gas to MRT for storage 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, as 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 (including withdrawal of stored quantities) 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' written notice to Customer, may suspend further injections and/or withdrawals 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 injections and/or withdrawals of gas on behalf of Customer.
- 4) Service hereunder shall be provided pursuant to Rate Schedule FSS 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 set forth in MRT's Tariff, as on file and in effect from time to time, and such provisions are incorporated herein by this reference. Any curtailment of storage service hereunder shall be in accordance with the priorities set out in the GT&C. To the extent not inconsistent with effective law, MRT shall have the right to determine the priority and/or scheduling of the storage service under this Agreement and to revise the priority and/or scheduling of this storage 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) 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 Schedule FSS 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 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.

STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSSGENERAL TERMS AND CONDITIONS
(continued)

- 8) 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.
- 9) 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.
- 10) 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.
- 11) For service at rates other than MRT's applicable maximum Tariff rates, Exhibit A attached hereto is incorporated into this Agreement in its entirety.
- 12) 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.
- 13) This Agreement supersedes and cancels the following Service Agreements between Customer and MRT in full, and consolidates the capacity under such agreements hereunder: Contract #1183 and Contract #3949.
- 14) Pursuant to Section 5.1, Rate Schedule NNT, in order to address market risks resulting from bypass of Customer by its firm customer(s), the parties agree to the following MSQ reduction provisions. After May 16, 2021 and continuing through May 15, 2024, in the event that Customer exercises its MDQ reduction rights under Contract #6129, Customer shall have the option to reduce the MSQ (and the MDWQ) under this Agreement upon at least two (2) months advance written notice. Any such reduction shall be effective no earlier than the first day of the FSS injection season occurring after the expiration of the two-month notification period. In no event shall an MSQ reduction under this section result in a decrease in the ratio of: (a) the MSQ (and MDWQ) under this Agreement on the first day of the applicable injection season, to (b) the MSQ (and MDWQ) under this Agreement as of May 16, 2020, to a ratio that is less than that of: (c) the MDQ under Contract No. 6129, plus any MDQ released by Customer thereunder pursuant to Section 14, GT&C, of MRT's Tariff, both as of the first day of the applicable injection season, to (d) the total MDQ of Contract No. 6129 as of January 1, 2020.

STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

EXHIBIT A

Customer agrees to pay the rates specified on this Exhibit A 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 specified above, the storage rates and charges as defined below for the specified services provided under the Agreement only apply to the quantities and/or time periods described herein. 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 shall pay any applicable charges, penalties, surcharges, fees, taxes, assessments 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 A 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 earlier than the end of the month following the month in which such termination notice is received.

- (c) Description of Rate: Negotiated Rate X Discounted Rate

Each month, MRT shall bill and Customer shall pay the following rates for service under the Agreement up to the applicable contract limitations (as in effect on the Begin Date of this Exhibit A):

Deliverability Charge of \$1.6368 per Dth;

Capacity Charge of \$0.3695 per Dth divided by 12; and

Injection and Withdrawal Charges: \$0.0221 per Dth injected and/or withdrawn, up to applicable contract and Tariff limitations.

The specified rates are not subject to refund or reduction if in excess of the maximum, or increased if less than the minimum, otherwise allowed.

- (d) Term of Rate: Begin Date(s): January 1, 2020
 End Date(s): May 15, 2024

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

STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSSEXHIBIT A
(continued)

(f) Rate-Related Provisions:

- (i) Consideration for Rate Granted: MRT agrees to the rates specified in this Exhibit A 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 A 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 General Terms and Conditions 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, it will have the right to immediately terminate or modify any provisions of this Exhibit A that would allow Customer to pay amounts less than the maximum applicable Tariff rate.
- (ii) Regulatory Authority: This Exhibit A is subject to Section 30 of the GT&C of MRT's Tariff. MRT and Customer hereby acknowledge that this Exhibit A 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 Exhibit A 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 that is inconsistent with the terms of this Exhibit A, or (2) conditions or prohibits the granting of selective discounts or other rates specified in paragraph (c) of this Exhibit A, 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 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

By: Steven G. Tramonte
Steven G. Tramonte (Dec 24, 2019)

Name: _____

Title: _____

Date: _____

BD
bdMCS
MCS

CENTERPOINT ENERGY SERVICES, INC.

By: _____

Name: _____

Title: _____

Date: _____

EFFECTIVE JANUARY 1, 2020.

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

~~Second-Third~~ Revised Volume Negotiated Rates and Non-Conforming

Agreements **Section 2.18, Version 0.0.01**

Effective January 1, 2019

CenterPoint Energy Services, Inc. TSA No. 1179 (RS FTS)

Option Code "A"

SUPERSEDING
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 CenterPoint Energy Services, Inc., 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 June 1, 1995, as amended and restated effective January 1, 2019, subject to FERC approval

Primary Term End Date: The end of Day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending July 31, 2024; 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): 869 Dth/D

Rate Zone Capacities: See Exhibit A

Such service by MRT shall be made during the time period from May 16 through November 15 only.

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

CenterPoint Energy Services, Inc.

Attn: Blake Bastien

13205 Manchester Rd., Suite 200

St. Louis, MO 63131

Phone: 314-986-6893


Email: blake.bastien@centerpointenergy.com

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(continued)

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

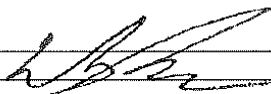
IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date shown below.

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

By: 
Name: _____
Title: _____
Date: _____

BD
bd
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CENTERPOINT ENERGY SERVICES, INC.

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

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, Exhibits A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) Effective January 1, 2019, this Agreement amends and restates, supersedes and cancels Contract #1179, as in effect pursuant to an amendment dated May 16, 2015, 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 all 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) Pursuant to Section 5.1, Rate Schedule NNT, in order to address market risks resulting from bypass of Customer by its firm customer(s), the parties agree to the following MDQ reduction provisions. After May 16, 2021 and continuing through July 31, 2024, in the event that Customer exercises its MSQ reduction rights under Contract No. 4634, Customer shall have the option to reduce the MDQ of this Agreement on at least two (2) months advance written notice. Any such reduction shall be effective no earlier than the first day of the FSS injection season occurring after the expiration of the two-month notification period. In no event shall an MDQ reduction under this section result in a decrease in the ratio of: (a) the MDQ under this Agreement on the first day of the applicable injection season, to (b) the MDQ under this Agreement as of May 16, 2020, to a ratio that is less than that of: (c) the MSQ under Contract No. 4634 as of the first day of the applicable injection season, to (d) the total MSQ of Contract No. 4634 as of May 16, 2020.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

Primary Path

From: GLENDALE - EGT FLD RCPT #805547

To: STORAGE #805607

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.

Rate Zone Capacities


Field 869 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	869 Dth/D	STORAGE #805607	869 Dth/D

* 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.

Such service by MRT shall be offered during the time period from May 16 through November 15 only.

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

By: 
 Name: _____
 Title: _____
 Date: _____

BD
bd
MCS
MCS
ST
ST

CENTERPOINT ENERGY SERVICES, INC.

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

EFFECTIVE JANUARY 1, 2019, SUPERSEDES EXHIBIT A EFFECTIVE MAY 15, 2015.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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 LUGG 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 generally available Receipt and Delivery Points in the Field Zone in quantities consistent with Customer's Rate Zone Capacity in such zone.
- (d) Description of Rate: Negotiated Rate X Discounted Rate
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 MDQ shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields the base daily Reservation and Usage Charges shown below. 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 also pay any applicable Tariff charges, fees, penalties, surcharges and assessments.

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

Base daily Reservation Charge: \$0.0531 per Dth
Usage Charge: \$0.0030 per Dth

Effective Date: August 1, 2019

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

- (e) Term of Rate: Begin Date(s): January 1, 2019
End Date(s): The end of the day on July 31, 2024

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT B
(continued)

- (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 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

By: *Tina Faraca*
Name: Tina Faraca (Dec 24, 2019)

Title: _____

Date: _____

BD
bd

MCS
MCS

ST
ST

CENTERPOINT ENERGY SERVICES, INC.

By: _____

Name: _____

Title: _____

Date: _____

EFFECTIVE JANUARY 1, 2019, SUPERSEDES EXHIBIT B EFFECTIVE MAY 15, 2015.

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

~~Second-Third~~ Revised Volume Negotiated Rates and Non-Conforming

Agreements **Section 2.20, Version 0.0.01**

Effective January 1, 2019

CenterPoint Energy Services, Inc. TSA No. 4098 (RS FTS)

Option Code "A"

SUPERSEDING
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 CenterPoint Energy Services, Inc., 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 January 5, 2008, as amended and restated effective January 1, 2019, subject to FERC approval

Primary Term End Date: Term A: March 31, 2021
Term B: October 31, 2027

Evergreen/Term Extension? Yes

Term A of this Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending March 31, 2021; 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.

Term B of this Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending October 31, 2027; 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): Term A: 10,000 Dth/D
Term B: 10,000 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

CenterPoint Energy Services, Inc.
Attn: Blake Bastien
13205 Manchester Rd., Suite 200
St. Louis, MO 63131
Phone: 314-986-6893
Email: blake.bastien@centerpointenergy.com

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(continued)

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

By: [Signature]
Name: _____
Title: _____
Date: _____

BD
bd

MCS
MCS

ST
ST

JF
TF

CENTERPOINT ENERGY SERVICES, INC.

By: [Signature]
Name: _____
Title: _____
Date: _____

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

GENERAL TERMS AND CONDITION

- 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

GENERAL TERMS AND CONDITION
(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, Exhibits A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) Effective January 1, 2019, this Agreement supersedes and cancels Contract #4098, as in effect pursuant to an amendment dated September 12, 2013 between the parties hereto.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

Term A:

Effective Date: January 1, 2019 – October 31, 2019

Primary Path

From: NGPL @ SHATTUC/CLINTON #805588

To: WRB REFINING LP #805514

Effective Date: November 1, 2019

Primary Path

From: TRUNKLINE GAS RECEIPT #12817

To: WRB REFINING LP #805514

Term B:

Effective Date: January 1, 2019 – December 31, 2019

Primary Path

From: NGPL @ SHATTUC/CLINTON #805588

To: WRB REFINING LP #805514

Effective Date: January 1, 2020

Primary Path

From: TRUNKLINE GAS RECEIPT #12817

To: WRB REFINING LP #805514

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.

Rate Zone Capacities

Market

Term A: 10,000 Dth/D

Term B: 10,000 Dth/D

Term A:

Effective Date: January 1, 2019 – October 31, 2019

Primary Receipt Point(s)	Maximum Quantity (Dth/D)*
NGPL @ SHATTUC/CLINTON #805588	10,000 Dth/D

Primary Delivery Point(s)	Maximum Quantity (Dth/D)*
WRB REFINING LP #805514	10,000 Dth/D

Effective Date: November 1, 2019

Primary Receipt Point(s)	Maximum Quantity (Dth/D)*
TRUNKLINE GAS RECEIPT #12817	10,000 Dth/D

Primary Delivery Point(s)	Maximum Quantity (Dth/D)*
WRB REFINING LP #805514	10,000 Dth/D

Term B:

Effective Date: January 1, 2019 – December 31, 2020

Primary Receipt Point(s)	Maximum Quantity (Dth/D)*
NGPL @ SHATTUC/CLINTON #805588	10,000 Dth/D

Primary Delivery Point(s)	Maximum Quantity (Dth/D)*
WRB REFINING LP #805514	5,000 Dth/D

ALTON STEEL #805503	5,000 Dth/D
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Effective Date: January 1, 2020

Primary Receipt Point(s)	Maximum Quantity (Dth/D)*
NGPL @ SHATTUC/CLINTON #805588	5,000 Dth/D

Primary Delivery Point(s)	Maximum Quantity (Dth/D)*
WRB REFINING LP #805514	5,000 Dth/D



TRUNKLINE GAS RECEIPT #12817	5,000 Dth/D
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ALTON STEEL #805503	5,000 Dth/D
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SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A
(continued)

* 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.

<p>ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC</p> <p>By: <u></u></p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p><u>BD</u></p> <p>bd</p> <p><u>MCS</u></p> <p>MCS</p> <p><u>ST</u></p> <p>ST</p> <p><u>JF</u></p> <p>JF</p>	<p>CENTERPOINT ENERGY SERVICES, INC.</p> <p>By: <u></u></p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
---	---	--

EFFECTIVE JANUARY 1, 2019, SUPERSEDES EXHIBIT A EFFECTIVE SEPTEMBER 12, 2013 AND NOVEMBER 1, 2019.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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 generally available Receipt and Delivery Points in the Market Zone in quantities consistent with Customer's Rate Zone Capacity in such zone.
- (d) **Description of Rate:** Negotiated Rate X Discounted Rate
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 MDQ shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields the base daily Reservation and Usage Charges shown below. 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 also pay any applicable Tariff charges, fees, penalties, surcharges and assessments.

Base daily reservation rates:

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

Market Zone:

Base daily Reservation Charge: \$0.1376 per Dth

Usage Charge: \$0.0085 per Dth

Effective Date: August 1, 2019

Market Zone:

Base daily Reservation Charge: \$0.2119 per Dth

Usage Charge: \$0.0098 per Dth

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT B
(continued)

- (e) Term of Rate: Begin Date(s): January 1, 2019
End Date(s): The end of the day on July 31, 2024 (Maximum applicable rates apply after End Date, as provided in Section 4 of this Agreement)
- (f) Authorized Overrun:
Unless MRT agrees otherwise, the rate for any authorized overrun quantities shall be 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 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

By: [Signature]
Name: _____
Title: _____
Date: _____

BD
td

MCS
MCS

ST
ST

JF
TF

CENTERPOINT ENERGY SERVICES, INC

By: [Signature]
Name: _____
Title: _____
Date: _____

EFFECTIVE JANUARY 1, 2019.

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

~~Second-Third~~ Revised Volume Negotiated Rates and Non-Conforming

Agreements **Section 2.26, Version 1.0.01**

Effective November 1, 2020

Symmetry Energy Solutions, LLC. TSA No. 6129 (RS FTS)

Option Code "A"

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 CenterPoint Energy Services, Inc., 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: January 1, 2020, subject to FERC approval

Primary Term End Date: The end of Day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2020 and shall continue for a primary term ending July 31, 2024; 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): 30,321 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

CenterPoint Energy Services, Inc.

Attn: Blake Bastien

13205 Manchester Rd., Suite 200

St. Louis, MO 63131

Phone: 314-986-6893

Email: blake.bastien@centerpointenergy.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

By: Steven G. Tramonte

By: Steven G. Tramonte (Dec 24, 2019)

Name: _____

Title: _____

Date: _____

BD
bd

MCS
MCS

CENTERPOINT ENERGY SERVICES, INC.

By: _____

Name: _____

Title: _____

Date: _____

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 LUG.
- 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 LUG 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 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

TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

GENERAL TERMS AND CONDITIONS
(continued)

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 A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) 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.
- 15) This Agreement supersedes and cancels the following Service Agreements between Customer and MRT in full, and consolidates the capacity under such agreements hereunder: Contract #4003; Contract #1177; Contract #8063; Contract #5829; Contract #5802; Contract #5712; and Contract #5650. This Agreement also supersedes and cancels Contract #4098 between Customer and MRT in part and consolidates 10,000 Dth/D of the MDQ thereunder under this Agreement.
- 16) Pursuant to Section 5.1, Rate Schedule NNT, in order to address market risks resulting from bypass of Customer by its firm customer(s), the parties agree to the following MDQ reduction provisions. Customer has provided MRT information that evidences the end user load associated with this Agreement ("Customer Information"). Beginning no earlier than November 1, 2020 and continuing through July 31, 2024, Customer shall have the option to reduce the MDQ of this Agreement based upon verifiable load loss of some or all of the end user load listed in the Customer Information to gas on gas competition or bypass upon two (2) months advance notice. Reductions shall be effective the first calendar day of the month following the two-month notification period. The maximum annual MDQ reduction shall be based on the following schedule:
 - For the period November 1, 2020 through October 31, 2021 ("Period 2"), the maximum annual reduction shall be 25% of the lowest MDQ in effect during the period January 1, 2020 through October 31, 2020 ("Period 1"), taking into account capacity releases hereunder during such period;
 - For the period November 1, 2021 through October 31, 2022 ("Period 3"), the maximum annual reduction shall be 25% of the sum of the turnback quantity in Period 2 plus the lowest MDQ in effect during Period 2, taking into account capacity releases hereunder during such period;
 - For the period November 1, 2022 through October 31, 2023 ("Period 4"), the maximum annual reduction shall be 25% of the sum of the turnback quantity in Period 2 plus the turnback quantity in Period 3 plus the lowest MDQ in effect during Period 3, taking into account capacity releases hereunder during such period; and

TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

GENERAL TERMS AND CONDITIONS
(continued)

- For the period November 1, 2023 through July 31, 2024, the maximum annual reduction shall be 25% of the sum of the turnback quantity in Period 2 plus the turnback quantity in Period 3 plus the turnback quantity in Period 4 plus the lowest MDQ in effect during Period 4, taking into account capacity releases hereunder during such period.

Unless MRT agrees otherwise, MDQ reductions hereunder shall be effectuated by reducing each Rate Zone Capacity, Line Capacity, Line Priority, and Maximum Quantity for Receipt and Delivery Points (individually or collectively, the "Contract Limitation(s)") based on the ratio that Customer's Contract Limitation(s) as they existed prior to the reduction bears to Customer's total MDQ under this Agreement.

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

From: WASKOM - EGT #808527

To: WRB REFINING LP #805514

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 923 Dth/D

On any given day, the customer is entitled to the greater of 923 Dth or .9049% of available West Line capacity.

Rate Zone Capacities

Field	4,838 Dth/D
Market	29,224 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>
DUKE @ PERRYVILLE #12745	362 Dth/D	ARNOLD MUFFLER #90178	20 Dth/D
EASTRANS DCP CARTH MRT #808641	377 Dth/D	BIG RIVER ZINC #90125	25 Dth/D
GLENDALE - EGT MKT RCPT #808654	10,984 Dth/D	CERC AGGREGATE MARKET #805546	375 Dth/D
GULF SOUTH PERRYVILLE #808760	3,271 Dth/D	CERRO FLOW PRODUCTS #805501	200 Dth/D
NGPL @ SHATTUC/CLINTON #805588	2,411 Dth/D	PECO FOODS CORNING #90965	500 Dth/D
PERRYVILLE DISP - EGT #12993	282 Dth/D	PECO FOODS POCAHONTAS S #808771	2,000 Dth/D
SLIGO #90386	112 Dth/D	SOLUTIA KRUMMRICH #805519	1,800 Dth/D
TGT BOARDWALK #90722	1,354 Dth/D	SPIRE MO AGGREGATE #805526	12,530 Dth/D
TRUNKLINE GAS RECEIPT #12817	9,646 Dth/D	WRB REFINING LP #805514	11,774 Dth/D
WASKOM - EGT #808527	434 Dth/D	GLENDALE EGT FLD DLVY #805819	9 Dth/D
STORAGE #805607	4,838 Dth/D		

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A
(continued)

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

By: Steven G. Tramonte
Steven G. Tramonte (Oct 30, 2020 15:27 CDT)

Name: Steven G. Tramonte

Title: VP, Commercial Transportation & Storage

Date: October 30, 2020

RMD
RMD

MCS
MCS

SYMMETRY ENERGY SOLUTIONS, LLC

By: Jeff Wiese

Name: Jeff Wiese

Title: Vice President

Date: October 30, 2020

EFFECTIVE November 1, 2020, SUPERSEDES EXHIBIT A EFFECTIVE January 1, 2020.

TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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 LUGF 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 generally available Receipt and Delivery Points in the Field and Market Zones in quantities consistent with Customer's Rate Zone Capacities in each zone.
- (d) Description of Rate: Negotiated Rate X Discounted Rate
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 Rate Zone Capacities shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields the base daily Reservation and Usage Charges shown below. 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 also pay any applicable Tariff charges, fees, penalties, surcharges and assessments.
- Market Zone:
- | | |
|--------------------------------|------------------|
| Base daily Reservation Charge: | \$0.2119 per Dth |
| Usage Charge: | \$0.0098 per Dth |
- Field Zone:
- | | |
|--------------------------------|------------------|
| Base daily Reservation Charge: | \$0.0698 per Dth |
| Usage Charge: | \$0.0031 per Dth |
- (e) Term of Rate: Begin Date(s): January 1, 2020
 End Date(s): The end of the day on July 31, 2024

TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT B
(continued)

- (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 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

By: Steven G. Tramonte
 Name: Steven G. Tramonte (Dec 24, 2019)
 Title: _____
 Date: _____

BD
bd

MCS
MCS

CENTERPOINT ENERGY SERVICES, INC.

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

EFFECTIVE JANUARY 1, 2020.

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

~~Second~~Third Revised Volume Negotiated Rates and Non-Conforming

Agreements **Section 2.29, Version 0.0.01**

Effective January 1, 2019

Mississippi Lime Company TSA No. 181 (RS FTS)

Option Code "A"

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.

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending July 31, 2024; 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.

Maximum Daily Quantity (MDQ): 4,515 Dth/D January 1, 2019 – July 31, 2019 ("Period 1")
3,340 Dth/D August 1, 2019 – July 31, 2024 ("Period 2")

Rate Zone Capacities: See Exhibit A

See Exhibit A

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.

For Notices to Customer:
Mississippi Lime Company
Attn: Arthur J. Henken
3870 S. Lindbergh Blvd., Suite 200
St. Louis, MO 63127
Telephone: 314-543-8300

Contract # 181

**SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(continued)**

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

By: Tina V. Faraca
Name: Tina V. Faraca
Title: Chief Commercial Officer
Date: _____

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MISSISSIPPI LIME COMPANY

By: Arthur J. Henken
Name: ARTHUR J. HENKEN
Title: VP & CFO
Date: 12/19/19

**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

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

GENERAL TERMS AND CONDITIONS
(continued)

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 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 A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) This Agreement supersedes and cancels Contract #181 as effective January 1, 2019 and August 1, 2019 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 all of the capacity previously committed under this Agreement.
- 16) Pursuant to Section 15.3, GT&C of MRT's Tariff, the parties agree that for the Period 2 MDQ listed in Section 2, Quantities above, 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.

Contract # 181

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

Period 1

Primary Path

From: Waskom - EGT #808527
Trunkline Gas Receipt #12817

To: Mississippi Lime #805507

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 464 Dth/D

On any given day, the customer is entitled to the greater of 464 Dth or .46% of available West Line capacity.

Rate Zone Capacities

Field	2,519 Dth/D
Market	4,515 Dth/D

Primary Receipt Point(s)	Maximum Quantity (Dth/D)*	Primary Delivery Point(s)	Maximum Quantity (Dth/D)*
Trunkline Gas Receipt #12817	1,162	Mississippi Lime #805507	4,515
SLIGO #90386	223		
NGPL @ Shattuc/Clinton #805588	13		
Waskom - EGT #808527	128		
EASTRANS DCP CARTH MRT #808641	113		
Glendale - EGT Mkt Rcpt #808654	821		
Gulf South Perryville #808760	2,055		
Storage #805607	2,177		

* 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: Tina V. Faraca (Dec 24, 2019)

Name: Tina V. Faraca
Title: Chief Commercial Officer
Date: _____

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MISSISSIPPI LIME COMPANY

By: Arthur J. Henken

Name: ARTHUR J. HENKEN
Title: VP & CFO
Date: 12/19/19

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

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

Contract # 181

EXHIBIT A

Period 2

Primary Path

From: Waskom - EGT #808527

To: Mississippi Lime #805507

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 464 Dth/D

On any given day, the customer is entitled to the greater of 464 Dth or .46% of available West Line capacity.

Rate Zone Capacities

Field	2,519 Dth/D
Market	3,340 Dth/D

Primary Receipt Point(s)	Maximum Quantity (Dth/D)*	Primary Delivery Point(s)	Maximum Quantity (Dth/D)*
Silgo #90386	223	Mississippi Lime #805507	3,340
Waskom - EGT #808527	128		
EASTRANS DCP CARTH MRT #808841	113		
Glendale - EGT MKT RCPT #808854	821		
Gulf South Perryville #808760	2,055		
Storage #805607	2,177		

* 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: Tina V. Faraca
Name: Tina V. Faraca

Title: Chief Commercial Officer

Date: _____

MISSISSIPPI LIME COMPANY

By: Arthur J. Henken
Name: Arthur J. Henken

Title: VP & CFO

Date: 12/19/19

EFFECTIVE AUGUST 1, 2019, SUPERSEDES EXHIBIT A EFFECTIVE AUGUST 1, 2019

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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 LUG 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 those specified on Exhibit A as in effect on the date hereof.
- (d) **Description of Rate:** Negotiated Rate X Discounted Rate _____ (Check one)
For the period January 1, 2019 through July 31, 2019, 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 on Exhibit A, Period 1, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.1376 per Dth for the Market Zone with a Usage Charge of \$0.0085 per Dth and a base daily Reservation Charge of \$0.0531 per Dth for the Field Zone with a Usage Charge of \$0.0030 per Dth.

For the period beginning August 1, 2019 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, Period 2, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.2119 per Dth for the Market Zone with a Usage Charge of \$0.0098 per Dth and a base daily Reservation Charge of \$0.0698 per Dth for the Field Zone with a Usage Charge of \$0.0031. However, if the Commission approves a maximum daily Reservation Charge for Market Zone FTS service in FERC Docket No. RP20-131 that is below \$0.2119/Dth, then effective the first day of the month following the effective date of such Commission ruling, Customer shall pay the Commission-approved maximum lawful Reservation Charge for FTS Market Zone service.

Consistent with the foregoing, 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 also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.

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

- (e) **Term of Rate:** Begin Date(s): January 1, 2019
End Date(s): The end of the day on July 31, 2024
- (f) **Authorized Overrun:** Any authorized overrun quantities shall be at the applicable 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 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

By: Tina V. Faraca
Name: Tina V. Faraca
Title: Chief Commercial Officer
Date: _____

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MISSISSIPPI LIME COMPANY

By: Arthur J. Henken
Name: ARTHUR J. HENKEN
Title: VP & CFO
Date: 12/19/19

EFFECTIVE JANUARY 1, 2019

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

~~Second~~Third Revised Volume Negotiated Rates and Non-Conforming

Agreements **Section 2.30, Version 0.0.01**

Effective January 1, 2019

Mississippi Lime Company TSA No. 494 (RS FSS)

Option Code "A"

**SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS**

This STORAGE SERVICE AGREEMENT, hereinafter referred to as "Agreement," made and entered into by and between Enable Mississippi River Transmission, LLC, a Delaware limited liability company, hereinafter called "MRT," and Mississippi Lime Company, a Delaware corporation, hereinafter called "Customer."

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

1) TERM

Effective Date: Originally November 1, 1993, as amended and restated January 1, 2019, subject to FERC approval

Primary Term End Date: The end of the day on May 15, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending May 15, 2024; 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 Stored Quantity (MSQ): 125,000 Dth
(Based on a heat content of 1,020 Btu per Cubic Foot)

Maximum Daily Withdrawal Quantity (MDWQ): 2,177 Dth

3) RATE

Service hereunder shall be provided pursuant to Rate Schedule FSS. 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 A, or other format provided for in MRT's Tariff, in effect during the term of this Agreement or in a capacity release award.

4) ADDRESSES:

For Notices to Customer:
Mississippi Lime Company
Attn: Arthur J. Henken
3870 S. Lindbergh Blvd., Suite 200
St. Louis, MO 63127
Telephone: 314-543-6300

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

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS
(continued)

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

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC BD
Tina Faraca
By: Tina Faraca (Dec 24, 2019)
Name: Tina V. Faraca MCS
Title: Chief Commercial Officer
Date: ST

MISSISSIPPI LIME COMPANY
Arthur J. Henken
By: Arthur J. Henken
Name: ARTHUR J. HENKEN
Title: VP & CFO
Date: 12/19/19

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

GENERAL TERMS AND CONDITIONS

- 1) Upon termination hereof for whatever reason, Customer agrees to stop delivering gas to MRT for storage 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, as 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 (including withdrawal of stored quantities) 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' written notice to Customer, may suspend further injections and/or withdrawals 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 injections and/or withdrawals of gas on behalf of Customer.
- 4) Service hereunder shall be provided pursuant to Rate Schedule FSS 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 set forth in MRT's Tariff, as on file and in effect from time to time, and such provisions are incorporated herein by this reference. Any curtailment of storage service hereunder shall be in accordance with the priorities set out in the GT&C. To the extent not inconsistent with effective law, MRT shall have the right to determine the priority and/or scheduling of the storage service under this Agreement and to revise the priority and/or scheduling of this storage 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) 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 Schedule FSS 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 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.

**SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS**

**GENERAL TERMS AND CONDITIONS
(continued)**

- 8) 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.
- 9) 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.
- 10) 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.
- 11) For service at rates other than MRT's applicable maximum Tariff rates, Exhibit A attached hereto is incorporated into this Agreement in its entirety.
- 12) Effective January 1, 2019, this Agreement supersedes and cancels Storage Service Agreement No. 494, as effective June 1, 2014 between the parties hereto.
- 13) Pursuant to Section 15.8, GT&C of MRT's Tariff, the parties have agreed to an extension of the term with respect to all of the capacity previously committed under this Agreement.
- 14) 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.

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

EXHIBIT A

Customer agrees to pay the rates specified on this Exhibit A 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 specified above, the storage rates and charges as defined below for the specified services provided under the Agreement only apply to the quantities and/or time periods described herein. 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 shall pay any applicable charges, penalties, surcharges, fees, taxes, assessments 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 A 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 earlier than the end of the month following the month in which such termination notice is received.
- (c) **Description of Rate:** Negotiated Rate X Discounted Rate (Check one)

MRT shall bill and Customer shall pay the following rates for service under the Agreement up to the applicable contract limitations (as in effect on the Begin Date of this Exhibit A):

January 1, 2019 - July 31, 2019
Deliverability Charge of \$1.2586 per month;
Capacity Charge of \$0.2788 annually; and
Injection/Withdrawal Rates of \$0.0163 per Dth.

August 1, 2019 - May 15, 2024
Deliverability Charge of \$1.6368 per month;
Capacity Charge of \$0.3695 annually; and
Injection/Withdrawal Rates of \$0.0221 per Dth.

The specified rates are not subject to refund or reduction if in excess of the maximum, or increased if less than the minimum, otherwise allowed.

- (d) **Term of Rate:** Begin Date(s): January 1, 2019
End Date(s): May 15, 2024
- (e) **Authorized Overrun:** Any authorized overrun quantities shall be at the applicable maximum Tariff rate.

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

(f) Rate-Related Provisions:

- (i) Consideration for Rate Granted: MRT agrees to the rates specified in this Exhibit A 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 A 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 General Terms and Conditions 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, it will have the right to immediately terminate or modify any provisions of this Exhibit A that would allow Customer to pay amounts less than the maximum applicable tariff rate.
- (ii) Regulatory Authority: This Exhibit A is subject to Section 30 of the GT&C of MRT's Tariff. MRT and Customer hereby acknowledge that this Exhibit A 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 Exhibit A 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 that is inconsistent with the terms of this Exhibit A, or (2) conditions or prohibits the granting of selective discounts or other rates specified in paragraph (c) of this Exhibit A, 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 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

BD

By: Tina Faraca (Dec 24, 2019)

Tid

MCS

Name: Tina V. Faraca

MCS

Title: Chief Commercial Officer

ST

Date: _____

ST

MISSISSIPPI LIME COMPANY

By: Arthur J. HenkenName: ARTHUR J. HENKENTitle: VP + CFODate: 12/19/19

EFFECTIVE JANUARY 1, 2019

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

~~Second-Third~~ Revised Volume Negotiated Rates and Non-Conforming

Agreements **Section 2.31, Version 0.0.01**

Effective August 1, 2019

Mississippi Lime Company TSA No. 1038 (RS FTS)

Option Code "A"

SUPERSEDING
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 Mississippi Lime Company, 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 16, 1995, as amended and restated August 1, 2019, subject to FERC approval

Primary Term End Date: The end of the day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of August 1, 2019 and shall continue for a primary term ending July 31, 2024; 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): 605 Dth/D

Rate Zone Capacities: See Exhibit A

Such service by MRT shall be during the period from May 16 through November 15 only.

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

For Notices to Customer:
Mississippi Lime Company
Attn: Arthur J. Henken
3870 S. Lindbergh Blvd., Suite 200
St. Louis, MO 63127
Telephone: 314-543-6300

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(continued)

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 BD
Tina Faraca
 By: Tina Faraca (Dec 24, 2019) MCS
 Name: Tina V. Faraca MCS
 Title: Chief Commercial Officer ST
 Date: ST

MISSISSIPPI LIME COMPANY
 By: Arthur J. Henken
 Name: ARTHUR J. HENKEN
 Title: VP & CFO
 Date: 12/19/19

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

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

GENERAL TERMS AND CONDITIONS
(continued)

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 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 A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) This Agreement supersedes and cancels Contract #1038 as effective May 16, 2015 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 all 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.

Contract # 1038

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

Primary Path

From: Glendale - EGT Fld Rcpt (#805547)

To: Storage (#805607)

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.

Rate Zone Capacity

Field 605 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)	605	Storage (#805607)	605

* 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: Tina V. Faraca
Name: Tina V. Faraca
Title: Chief Commercial Officer
Date: _____

BD

MCS

ST

MISSISSIPPI LIME COMPANY

By: Arthur J. Henken
Name: ARTHUR J. HENKEN
Title: VP + CEO
Date: 12/19/19

EFFECTIVE AUGUST 1, 2019, SUPERSEDES EXHIBIT A EFFECTIVE MAY 16, 2015

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

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 those specified on Exhibit A as in effect on the date hereof.
- (d) **Description of Rate:** Negotiated Rate X Discounted Rate _____ (Check one)
MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A as in effect on the date hereof, up to MDQ, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.0698 per Dth for the Field Zone and a Usage Charge of \$0.0031 per Dth.
- Consistent with the foregoing, 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 also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.
- (e) **Term of Rate:** Begin Date(s): August 1, 2019
End Date(s): The end of the day on July 31, 2024
- (f) **Authorized Overrun:** Any authorized overrun quantities shall be at the applicable maximum Tariff rate.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

(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 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


 Ed

By: Tina Faraca (Dec 24, 2019)

MCS
11.5Name: Tina V. Faraca
Title: Chief Commercial Officer

Date:

MISSISSIPPI LIME COMPANY

By:

Name: ARTHUR J. HENKEN

Title: VP & CFO

Date: 12/19/19

EFFECTIVE AUGUST 1, 2019

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

~~Second-Third~~ Revised Volume Negotiated Rates and Non-Conforming

Agreements **Section 2.32, Version 0.0.01**

Effective August 1, 2019

Mississippi Lime Company TSA No. 6114 (RS FTS)

Option Code "A"

**SUPERSEDING
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 Mississippi Lime Company, 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 August 1, 2019, as amended and restated August 1, 2019, subject to FERC approval

Primary Term End Date: The end of the day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of August 1, 2019 and shall continue for a primary term ending July 31, 2024; 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): 1,175 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

For Notices to Customer:
Mississippi Lime Company
Attn: Arthur J. Henken
3870 S. Lindbergh Blvd., Suite 200
St. Louis, MO 63127
Telephone: 314-543-6300

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(continued)

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

FD
no

By: Tina Faraca (Dec 24, 2019)

Name: Tina V. Faraca

MCS
MCS

Title: Chief Commercial Officer

Date: ST

ST
ST

MISSISSIPPI LIME COMPANY

By: Arthur J. Henken

Name: ARTHUR J. HENKEN

Title: VP & CFO

Date: 12/19/19

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

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

**GENERAL TERMS AND CONDITIONS
(continued)**

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 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 A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) This Agreement supersedes and cancels Contract #6114 as effective August 1, 2019 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 all 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.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

Primary Path

From: TGT Boardwalk (#90722)

To: Mississippi Lime (#805507)

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.

Rate Zone Capacity

Market 1,175 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>
TGT Boardwalk (#90722)	1,175	Mississippi Lime (#805507)	1,175

* 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: Tina Faraca (Dec 24, 2019)

MCS

Name: Tina V. Faraca

Title: Chief Commercial Officer

Date:

ST

MISSISSIPPI LIME COMPANY

By:

Name: ARTHUR J. HENIKEN

Title: VP & CFO

Date: 12/19/19

EFFECTIVE AUGUST 1, 2019, SUPERSEDES EXHIBIT A EFFECTIVE AUGUST 1, 2019

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 LUGF 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 those specified on Exhibit A as in effect on the date hereof.
- (d) Description of Rate: Negotiated Rate X Discounted Rate _____ (Check one)

For the period beginning August 1, 2019 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A as in effect on the date hereof, up to MDQ, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.2119 per Dth and a Usage Charge of \$0.0098 per Dth. However, if the Commission approves a maximum daily Reservation Charge for Market Zone FTS service in FERC Docket No. RP20-131 that is below \$0.2119/Dth, then effective the first day of the month following the effective date of such Commission ruling, Customer shall pay the Commission-approved maximum lawful Reservation Charge for FTS Market Zone service.

Consistent with the foregoing, 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 also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.

- (e) **Term of Rate:** **Begin Date(s):** August 1, 2019
End Date(s): The end of the day on July 31, 2024
- (f) **Authorized Overrun:** Any authorized overrun quantities shall be at the applicable maximum Tariff rate.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

(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 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


 [Signature]

By: Tina Faraca (Dec 24, 2019)

MCS

Name: Tina V. Faraca

Title: Chief Commercial Officer

Date:

ST

MISSISSIPPI LIME COMPANY


 [Signature]

By:

Name: ARTHUR J. HENKEN

Title: VP & CFO

Date: 12/19/19

EFFECTIVE AUGUST 1, 2019

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

~~Second-Third~~ Revised Volume Negotiated Rates and Non-Conforming

Agreements **Section 2.33, Version 0.0.01**

Effective January 1, 2019

City of Chester, Illinois TSA No. 297 (RS FTS)

Option Code "A"

SUPERSEDING
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 City of Chester, Illinois, an Illinois municipal 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 November 1, 1993, as amended and restated January 1, 2019, subject to FERC approval

Primary Term End Date: The end of the day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending July 31, 2024; 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): 1,177 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

For Notices and Invoices to Customer:
City of Chester, Illinois
Attn: Bethany Berner
1330 Swanwick St.
Chester, IL 62233
Email: cityhall@powrup.net

Contract # 297

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(continued)

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



~~Tina V. Faraca (Dec 19, 2019)~~

Name: Tina V. Faraca

Title: Chief Commercial Officer

Date:

ST



MCS



ST

CITY OF CHESTER, ILLINOIS

By: 

Name: Tom Page

Title: Mayor

Date: 12/16/2019

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

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

GENERAL TERMS AND CONDITIONS
(continued)

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 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 A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) This Agreement supersedes and cancels Contract # 297 as effective January 1, 2019 and August 1, 2019 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.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

Primary Paths

January 1, 2019 - July 31, 2019:

From: Glendale - EGT MKT RCPT (#808654)
NGPL @ Shattuc/Clinton (#805588)

To: City of Chester (#90217)

August 1, 2019 - July 31, 2024:

From: Glendale - EGT MKT RCPT (#808654)

To: City of Chester (#90217)

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.

Rate Zone Capacity

Market 1,177 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>
January 1, 2019 - July 31, 2019:			
Glendale - EGT MKT RCPT (#808654)	306	City of Chester (#90217)	1,177
NGPL @ Shattuc/Clinton (#805588)	871		
August 1, 2019 - July 31, 2024:			
Glendale - EGT MKT RCPT (#808654)	306	City of Chester (#90217)	1,177
TGT Boardwalk (#90722)	871		

* 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

Tina V. Faraca

Tina V. Faraca (Dec 19, 2019)

Name: Tina V. Faraca
Title: Chief Commercial Officer
Date: *ST*

CITY OF CHESTER, ILLINOIS

By: *Tom Page*

Name: Tom Page
Title: Mayor
Date: 12/16/2019

EFFECTIVE JANUARY 1, 2019, SUPERSEDES EXHIBIT A EFFECTIVE JANUARY 1, 2019 AND AUGUST 1, 2019

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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 LUG 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 those specified on Exhibit A as in effect on the date hereof.
- (d) **Description of Rate:** Negotiated Rate X Discounted Rate _____ (Check one)
For the period January 1, 2019 through July 31, 2019, 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 on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.1376 per Dth for the Market Zone with a Usage Charge of \$0.0085 per Dth.

For the period beginning August 1, 2019 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.2119 per Dth for the Market Zone with a Usage Charge of \$0.0098 per Dth.

Consistent with the foregoing, 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 also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.

- (e) **Term of Rate:** Begin Date(s): January 1, 2019
End Date(s): The end of the day on July 31, 2024

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

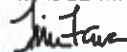
EXHIBIT B
(continued)

- (f) Authorized Overrun:
Any authorized overrun quantities shall be at the applicable 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 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

CITY OF CHESTER, ILLINOIS





By: Tina V. Faraca (Dec 19, 2019)

By: _____

Name: Tina V. Faraca

Name: Tom Page

Title: Chief Commercial Officer

Title: Mayor

Date: _____

Date: 12/19/2019

EFFECTIVE JANUARY 1, 2019

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

~~Second-Third~~ Revised Volume Negotiated Rates and Non-Conforming

Agreements **Section 2.34, Version 1.0.01**

Effective June 1, 2021

City of Chester TSA No. 452 (RS SCT)

Option Code "A"

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

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 City of Chester, Illinois, a municipal 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 November 1, 1993, as amended and restated June 1, 2021, subject to FERC approval

Primary Term End Date: The end of the day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of June 1, 2021 and shall continue for a primary term ending July 31, 2024; 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): 3,452 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 SCT. 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

For Notices and Bills to Customer
City of Chester, Illinois
Attn: City Clerk
1330 Swanwick Street
Chester, IL 62233
Email: cityhall@powrup.com

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT
(continued)

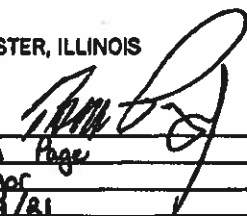
MRT's wire transfer information and addresses for notices and payments shall be located on MRT's internet web site.

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

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

CITY OF CHESTER, ILLINOIS

By: Steven G. Tramonte
Steven G. Tramonte (May 25, 2021 12:59 CDT)
 Name: Steven G. Tramonte
 Title: VP, Commercial Transportation & Storage
 Date: May 25, 2021

By: 
 Name: Tom Page
 Title: Mayor
 Date: 5/24/21

MCS
MCS

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

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 SCT 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.

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

GENERAL TERMS AND CONDITIONS
(continued)

- 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 Schedule 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 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 A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) This Agreement amends and restates the Superseding Amended and Restated Service Agreement originally effective November 1, 1993, 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.

**AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT**

EXHIBIT A

Primary Paths

From: WASKOM - EGT (#808527)
TRUNKLINE GAS RECEIPT (#12817)

To: CITY OF CHESTER (#90217)

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 391 Dth/D

On any given day, the customer is entitled to the greater of 391 Dth or .38% of available West Line capacity.

Rate Zone Capacities

Field	1,770 Dth/D
Market	3,452 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>
TRUNKLINE GAS RECEIPT (#12817)	550	CITY OF CHESTER (#90217)	3,452
NGPL @ SHATTUC/CLINTON (#805588)	441		
GLENDAL - EGT MKT RCPT (#808654)	691		
SLIGO (#90386)	188		
GULF SOUTH PERRYVILLE (#808760)	1,379		
WASKOM - EGT (#808527)	203		
STORAGE (#805607)	1,742		

* 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: Steven G. Tramonte
Steven G. Tramonte (May 25, 2021 12:59:02)
 Name: Steven G. Tramonte
 Title: VP. Commercial Transportation & Storage
 Date: May 25, 2021

CITY OF CHESTER, ILLINOIS

By: [Signature]
 Name: Tom Page
 Title: Mayor
 Date: 5/24/21

MCS
MCS

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

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

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 those specified on Exhibit A as in effect on the date hereof.
- (d) **Description of Rate:** Negotiated Rate X Discounted Rate _____ (Check one)
For the period beginning June 1, 2021 through December 31, 2021, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a Usage Charge of \$0.4337 per Dth for the Market Zone and \$0.1426 per Dth for the Field Zone.

For the period beginning January 1, 2022 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a Usage Charge of \$0.5027 per Dth for the Market Zone and \$0.1653 per Dth for the Field Zone.

Consistent with the foregoing, Customer shall also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.
- (e) **Term of Rate:** Begin Date(s): June 1, 2021
End Date(s): The end of the day on July 31, 2024
- (f) **Authorized Overrun:** Any authorized overrun quantities shall be at the applicable maximum Tariff rate.

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

EXHIBIT B
(continued)

(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 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

CITY OF CHESTER, ILLINOIS

By: Steven G. Tramonte
Steven G. Tramonte May 25, 2021 11:27:50 AM
 Name: Steven G. Tramonte
 Title: VP. Commercial Transportation & Storage
 Date: May 25, 2021

By: [Signature]
 Name: Tom Page
 Title: Mayor
 Date: 5/24/21

MCS
MCS

EFFECTIVE JUNE 1, 2021, SUPERSEDES EXHIBIT B EFFECTIVE JANUARY 1, 2019

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

~~Second-Third~~ Revised Volume Negotiated Rates and Non-Conforming

Agreements **Section 2.35, Version 0.0.01**

Effective January 1, 2019

City of Chester, Illinois TSA No. 507 (RS FSS)

Option Code "A"

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

This STORAGE SERVICE AGREEMENT, hereinafter referred to as "Agreement," made and entered into by and between Enable Mississippi River Transmission, LLC, a Delaware limited liability company, hereinafter called "MRT," and City of Chester, Illinois, a municipal corporation, hereinafter called "Customer."

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

1) TERM

Effective Date: Originally November 1, 1993, as amended and restated January 1, 2019, subject to FERC approval

Primary Term End Date: The end of the day on May 15, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending May 15, 2024; 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 Stored Quantity (MSQ): 100,000 Dth
(Based on a heat content of 1,020 Btu per Cubic Foot)

Maximum Daily Withdrawal Quantity (MDWQ): 1,742 Dth

3) RATE

Service hereunder shall be provided pursuant to Rate Schedule FSS. 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 A, or other format provided for in MRT's Tariff, in effect during the term of this Agreement or in a capacity release award.

4) ADDRESSES:

For Notices and Invoices to Customer:
City of Chester, Illinois
Attn: Bethany Berner
1330 Swanwick St.
Chester, IL 62233
Email: cityhall@powrup.net

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

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS
(continued)

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

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

CITY OF CHESTER, ILLINOIS

Tina V. Faraca

By: [Signature]

By: Tina V. Faraca (Dec 19, 2019)

Name: Tina V. Faraca

Name: Tom Page

Title: Chief Commercial Officer

Title: Mayor

Date: _____

Date: 12/16/19

MCS

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SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

GENERAL TERMS AND CONDITIONS

- 1) Upon termination hereof for whatever reason, Customer agrees to stop delivering gas to MRT for storage 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, as 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 (including withdrawal of stored quantities) 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' written notice to Customer, may suspend further injections and/or withdrawals 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 injections and/or withdrawals of gas on behalf of Customer.
- 4) Service hereunder shall be provided pursuant to Rate Schedule FSS 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 set forth in MRT's Tariff, as on file and in effect from time to time, and such provisions are incorporated herein by this reference. Any curtailment of storage service hereunder shall be in accordance with the priorities set out in the GT&C. To the extent not inconsistent with effective law, MRT shall have the right to determine the priority and/or scheduling of the storage service under this Agreement and to revise the priority and/or scheduling of this storage 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) 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 Schedule FSS 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 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.

**SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS**

**GENERAL TERMS AND CONDITIONS
(continued)**

- 8) 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.
- 9) 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.
- 10) 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.
- 11) For service at rates other than MRT's applicable maximum Tariff rates, Exhibit A attached hereto is incorporated into this Agreement in its entirety.
- 12) Effective January 1, 2019, this Agreement supersedes and cancels Storage Service Agreement No. 507 as in effect pursuant to an amendment effective May 16, 2015 between the parties hereto.
- 13) Pursuant to Section 15.8, GT&C of MRT's Tariff, the parties have agreed to an extension of the term with respect to all of the capacity previously committed under this Agreement.
- 14) 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 in MRT's Tariff.

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

EXHIBIT A

Customer agrees to pay the rates specified on this Exhibit A 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 specified above, the storage rates and charges as defined below for the specified services provided under the Agreement only apply to the quantities and/or time periods described herein. 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 shall pay any applicable charges, penalties, surcharges, fees, taxes, assessments 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 A 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 earlier than the end of the month following the month in which such termination notice is received.

(c) **Description of Rate:** Negotiated Rate X Discounted Rate (Check one)

MRT shall bill and Customer shall pay the following rates for service under the Agreement up to the applicable contract limitations (as in effect on the Begin Date of this Exhibit A):

January 1, 2019 - July 31, 2019
Deliverability Charge of \$1.2588 per month;
Capacity Charge of \$0.2788 annually; and
Injection/Withdrawal Rates of \$0.0163 per Dth.

August 1, 2019 - May 15, 2024
Deliverability Charge of \$1.6368 per month;
Capacity Charge of \$0.3695 annually; and
Injection/Withdrawal Rates of \$0.0221 per Dth.

The specified rates are not subject to refund or reduction if in excess of the maximum, or increased if less than the minimum, otherwise allowed.

(d) **Term of Rate:** Begin Date(s): January 1, 2019
End Date(s): May 15, 2024

(e) **Authorized Overrun:** Any authorized overrun quantities shall be at the applicable maximum Tariff rates.

(f) **Rate-Related Provisions:**

(i) **Consideration for Rate Granted:** MRT agrees to the rates specified in this Exhibit A 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 A 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 General Terms and Conditions of MRT's Tariff, and (2) capacity release credits) from rates, refunds or

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

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, it will have the right to immediately terminate or modify any provisions of this Exhibit A that would allow Customer to pay amounts less than the maximum applicable tariff rate.

- (ii) **Regulatory Authority:** This Exhibit A is subject to Section 30 of the GT&C of MRT's Tariff. MRT and Customer hereby acknowledge that this Exhibit A 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 Exhibit A 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 that is inconsistent with the terms of this Exhibit A, or (2) conditions or prohibits the granting of selective discounts or other rates specified in paragraph (c) of this Exhibit A, 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 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

CITY OF CHESTER, ILLINOIS

Tina Faraca
By: Faraca (Dec 19, 2019)
Name: Tina V. Faraca
Title: Chief Commercial Officer
Date: _____

By: [Signature]
Name: Tom Page
Title: Mayor
Date: 12/16/2019

ST
ST

EFFECTIVE JANUARY 1, 2019

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

~~Second-Third~~ Revised Volume Negotiated Rates and Non-Conforming

Agreements **Section 2.36, Version 0.0.01**

Effective January 1, 2019

City of Chester, Illinois TSA No. 1018 (RS FTS)

Option Code "A"

SUPERSEDING
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 City of Chester, Illinois, a municipal 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 16, 1995, as amended and restated January 1, 2019, subject to FERC approval

Primary Term End Date: The end of the day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending July 31, 2024; 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): 416 Dth/D

Rate Zone Capacities: See Exhibit A

Such service by MRT shall be during the period from May 16 through November 15 only.

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

For Notices and Invoices to Customer:

City of Chester, Illinois

Attn: Bethany Berner

1330 Swanwick St.

Chester, IL 62233

Email: cityhall@powrup.net

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(continued)

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

Tina Faraca
By: Tina V. Faraca
Name: Tina V. Faraca
Title: Chief Commercial Officer
Date: 12/16/2019
MCS
ST

CITY OF CHESTER, ILLINOIS

Tom Page
By: Tom Page
Name: Tom Page
Title: Mayor
Date: 12/16/2019

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

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

GENERAL TERMS AND CONDITIONS
(continued)

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 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 A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) Effective January 1, 2019, this Agreement supersedes and cancels Contract #1018 as in effect pursuant to an amendment effective November 16, 2017 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 all 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.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

Primary Path

From: Glendale - EGT FLD RCPT (Meter No. 805547) To: Storage (Meter No. 805607)

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.

Rate Zone Capacity
Field

416 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 (Meter No. 805547)	416	Storage (Meter No. 805607)	416

* 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.

Such service by MRT shall be offered during the time period from May 16 through November 15 only.

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

CITY OF CHESTER, ILLINOIS

By: Tina V. Faraca (Dec 19, 2019)By: Tom PageName: Tina V. FaracaName: Tom PageTitle: Chief Commercial OfficerTitle: MayorDate: 12/16/2019Date: 12/16/2019

EFFECTIVE JANUARY 1, 2019, SUPERSEDES EXHIBIT A EFFECTIVE NOVEMBER 16, 2017

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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 LUGF 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 those specified on Exhibit A as in effect on the date hereof.
- (d) **Description of Rate:** Negotiated Rate X Discounted Rate (Check one)
For the period January 1, 2019 through July 31, 2019, 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 on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.0531 per Dth for the Field Zone with a Usage Charge of \$0.0030 per Dth.

For the period beginning August 1, 2019 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.0698 per Dth for the Field Zone with a Usage Charge of \$0.0031 per Dth.

Consistent with the foregoing, 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 also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.

- (e) **Term of Rate:** Begin Date(s): January 1, 2019
End Date(s): The end of the day on July 31, 2024

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT B
(continued)

(f) Authorized Overrun:
Any authorized overrun quantities shall be at the applicable 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 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

CITY OF CHESTER, ILLINOIS

Tina Faraca
By: Tina Faraca (Dec 19, 2019)

Name: Tina V. Faraca
Title: Chief Commercial Officer
Date: *ST*

By: *Tom Page*
Name: Tom Page
Title: Mayor
Date: 12/16/2019

EFFECTIVE JANUARY 1, 2019, SUPERSEDES EXHIBIT B EFFECTIVE NOVEMBER 16, 2017

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

~~Second-Third~~ Revised Volume Negotiated Rates and Non-Conforming

Agreements **Section 2.37, Version 0.0.01**

Effective January 1, 2019

City of Potosi TSA No. 296 (RS FTS)

Option Code "A"

**SUPERSEDING
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 City of Potosi, Missouri, a municipal 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 November 1, 1993, as amended and restated January 1, 2019, subject to FERC approval

Primary Term End Date: The end of the day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending July 31, 2024; 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): 1,208 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

Mayor
City of Potosi
121 East High St.
Potosi, MO 63664
Phone: 573.438.7553
Facsimile: 573.438.7008

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(continued)

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

BD
bdBy: Tina Faraca
Tina Faraca (Dec 22, 2019)MCS
MCS

Name: Tina V. Faraca

Title: Chief Commercial Officer

Date: ST
ST

CITY OF POTOSI, MISSOURI

By: Thomas R. DudleyName: Thomas R. DudleyTitle: MayerDate: 12.19.2019

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.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

GENERAL TERMS AND CONDITIONS
(continued)

in whole, to an entity affiliated with Customer. For firm contracts, MRT will only consent to assignment of the contract to 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 A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) This Agreement supersedes and cancels Contract #296 as effective January 1, 2019 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.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

Primary Path

From: Glendale – EGT FLD RCPT Meter #805547

To: City of Potosi Meter #90240

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.

Rate Zone Capacities

Field 358 Dth/D
Market 1,208 Dth/d

Primary Receipt Point(s)	Maximum Quantity (Dth/D)*	Primary Delivery Point(s)	Maximum Quantity (Dth/D)*
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January 1, 2019 – July 31, 2019:

Glendale – EGT FLD RCPT Meter #805547	358	City of Potosi Meter #90240	1,208
Trunkline Gas Receipt Meter #12817	525		
NGPL @ Shattuc/Clinton Meter #805588	325		

August 1, 2019 – July 31, 2024:

Glendale – EGT FLD RCPT Meter #805547	358	City of Potosi Meter #90240	1,208
TGT Boardwalk Meter #90722	850		

* 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: Tina Faraca (Dec 22, 2019)

Name: Tina V. Faraca
Title: Chief Commercial Officer
Date: _____

BD

MCS

ST

CITY OF POTOSI, MISSOURI

By: Thomas R. Dudley
Name: Thomas R. Dudley
Title: Mayer
Date: 12.19.2019

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

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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 those specified on Exhibit A as in effect on the date hereof.
- (d) **Description of Rate:** Negotiated Rate X Discounted Rate _____ (Check one)
For the period January 1, 2019 through July 31, 2019, 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 on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.1376 per Dth for the Market Zone with a Usage Charge of \$0.0085 per Dth and a base daily Reservation Charge of \$0.0531 per Dth for the Field Zone with a Usage Charge of \$0.0030 per Dth.
- For the period beginning August 1, 2019 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.2119 per Dth for the Market Zone with a Usage Charge of \$0.0098 per Dth and a base daily Reservation Charge of \$0.0698 per Dth for the Field Zone with a Usage Charge of \$0.0031 per Dth.
- Consistent with the foregoing, 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 also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.
- (e) **Term of Rate:** Begin Date(s): January 1, 2019
End Date(s): The end of the day on July 31, 2024

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT B
(continued)

- (f) **Authorized Overrun:**
Any authorized overrun quantities shall be at the applicable 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 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

CITY OF POTOSI, MISSOURI

By: [Signature]
Name: Tina V. Faraca
Title: Chief Commercial Officer
Date: ST

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MCS
MCS
ST
ST

By: [Signature]
Name: Thomas R. Dudley
Title: Mayor
Date: 12.19.2019

EFFECTIVE JANUARY 1, 2019.

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

~~Second-Third~~ Revised Volume Negotiated Rates and Non-Conforming

Agreements **Section 2.38, Version 1.0.01**

Effective June 1, 2021

City of Potosi TSA No. 459 (RS SCT)

Option Code "A"

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

This TRANSPORTATION SERVICE AGREEMENT, hereinafter referred to as "Agreement," is made and entered into by and between Enable Mississippi River Transmission, LLC, "E", a Delaware limited liability company, hereinafter called "MRT," and City of Potosi, Missouri, a municipal 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 November 1, 1993, as amended and restated June 1, 2021, subject to FERC approval

Primary Term End Date: The end of the Day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of June 1, 2021 and shall continue for a primary term ending July 31, 2024; 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): 2,137 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 SCT. 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

Mayor
City of Potosi
121 East High St.
Potosi, MO 63664
Phone: 573.438.7553
Facsimile: 573.438.7008

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

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT
(continued)

Contract # 459

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

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

CITY OF POTOSI, MISSOURI

By: Michael C. Stoll
Name: Michael C. Stoll
Title: Sr. Director, Commercial - T&S
Date: May 28, 2021

By: [Signature]
Name: Joseph Blount
Title: MAYOR
Date: 05-27-2021

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

Contract # 459

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 SCT 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.

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

GENERAL TERMS AND CONDITIONS
(continued)

- 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 Schedule 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 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 A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) This Agreement amends and restates the Superseding Amended and Restated Agreement effective January 1, 2019 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.

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

Contract # 459

EXHIBIT A

Primary Path

From: Waskom - EGT #808527

To: City of Potosi Meter #90240

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 344 Dth/D

On any given day, the customer is entitled to the greater of 344 Dth or .33% of available West Line capacity.

Rate Zone Capacities

Market 2,137 Dth/D

Field 1,557 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 MKT RCPT Meter #808654	580	City of Potosi Meter #90240	2,137
Sligo Meter #90386	165		
Waskom - EGT Meter #808527	179		
Gulf South Perryville Meter #808760	1,213		
Storage Meter #805607	1,219		

* 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
Michael C. Stoll (May 28, 2021 07:47 CDT)
Name: Michael C. Stoll
Title: Sr. Director, Commercial - T&S
Date: May 28, 2021

CITY OF POTOSI, MISSOURI

By: Joseph Blount
Name: Joseph Blount
Title: MAYOR
Date: 05-27-2021

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

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

Contract # 459

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 LUGF 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 those specified on Exhibit A as in effect on the date hereof.
- (d) Description of Rate: Negotiated Rate X Discounted Rate (Check one)
For the period beginning June 1, 2021 through December 31, 2021, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a Usage Charge of \$0.4337 per Dth for the Market Zone and \$0.1426 per Dth for the Field Zone.

For the period beginning January 1, 2022 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a Usage Charge of \$0.5027 per Dth for the Market Zone and \$0.1653 per Dth for the Field Zone.

Consistent with the foregoing, Customer shall also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

Contract # 459

EXHIBIT B
(continued)

- (e) Term of Rate: Begin Date(s): June 1, 2021
End Date(s): The end of the day on July 31, 2024
- (f) Authorized Overrun: Any authorized overrun quantities shall be at the applicable 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 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

CITY OF POTOSI, MISSOURI

Michael C. Stoll

By: Michael C. Stoll (May 28, 2021 07:47 CDT)

Name: Michael C. Stoll

Title: Sr. Director, Commercial - T&S

Date: May 28, 2021

By: [Signature]

Name: Joseph Blount

Title: MAYOR

Date: 05-27-2021

EFFECTIVE JUNE 1, 2021, SUPERSEDES EXHIBIT B EFFECTIVE JANUARY 1, 2019

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

~~Second-Third~~ Revised Volume Negotiated Rates and Non-Conforming

Agreements **Section 2.39, Version 0.0.01**

Effective January 1, 2019

City of Potosi TSA No. 513 (RS FSS)

Option Code "A"

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

This STORAGE SERVICE AGREEMENT, hereinafter referred to as "Agreement," made and entered into by and between Enable Mississippi River Transmission, LLC, a Delaware limited liability company, hereinafter called "MRT," and City of Potosi, Missouri, a municipal corporation, hereinafter called "Customer."

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

1) TERM

Effective Date: Originally November 1, 1993, as amended and restated January 1, 2019, subject to FERC approval

Primary Term End Date: The end of the day on May 15, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending May 15, 2024; 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 Stored Quantity (MSQ): 70,000 Dth
(Based on a heat content of 1,020 Btu per Cubic Foot)

Maximum Daily Withdrawal Quantity (MDWQ): 1,219 Dth

3) RATE

Service hereunder shall be provided pursuant to Rate Schedule FSS. 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 A, or other format provided for in MRT's Tariff, in effect during the term of this Agreement or in a capacity release award.

4) ADDRESSES:

Mayor
City of Potosi
121 East High St.
Potosi, MO 63664
Phone: 573.438.7553
Facsimile: 573.438.7008

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

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS
(continued)

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

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

CITY OF POTOSI, MISSOURI

By: Tina Faraca (Dec 22, 2019)By: Thomas R. Dudley

Name: Tina V. Faraca

Name: Thomas R. Dudley

Title: Chief Commercial Officer

Title: MayorDate: STDate: 12.19.2019

RB

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

GENERAL TERMS AND CONDITIONS

- 1) Upon termination hereof for whatever reason, Customer agrees to stop delivering gas to MRT for storage 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, as 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 (including withdrawal of stored quantities) 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' written notice to Customer, may suspend further injections and/or withdrawals 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 injections and/or withdrawals of gas on behalf of Customer.
- 4) Service hereunder shall be provided pursuant to Rate Schedule FSS 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 set forth in MRT's Tariff, as on file and in effect from time to time, and such provisions are incorporated herein by this reference. Any curtailment of storage service hereunder shall be in accordance with the priorities set out in the GT&C. To the extent not inconsistent with effective law, MRT shall have the right to determine the priority and/or scheduling of the storage service under this Agreement and to revise the priority and/or scheduling of this storage 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) 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 Schedule FSS 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 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.

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

TRD

GENERAL TERMS AND CONDITIONS
(continued)

- 8) 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.
- 9) 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.
- 10) 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.
- 11) For service at rates other than MRT's applicable maximum Tariff rates, Exhibit A attached hereto is incorporated into this Agreement in its entirety.
- 12) This Agreement supersedes and cancels Storage Service Agreement No. 513, as effective May 16, 2015 between the parties hereto.
- 13) Pursuant to Section 15.8, GT&C of MRT's Tariff, the parties have agreed to an extension of the term with respect to all of the capacity previously committed under this Agreement.
- 14) 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 in MRT's Tariff.

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS
EXHIBIT A

Customer agrees to pay the rates specified on this Exhibit A 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 specified above, the storage rates and charges as defined below for the specified services provided under the Agreement only apply to the quantities and/or time periods described herein. 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 shall pay any applicable charges, penalties, surcharges, fees, taxes, assessments 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 A 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 earlier than the end of the month following the month in which such termination notice is received.
- (c) **Description of Rate:** Negotiated Rate X Discounted Rate (Check one)

MRT shall bill and Customer shall pay the following rates for service under the Agreement up to the applicable contract limitations (as in effect on the Begin Date of this Exhibit A):

January 1, 2019 - July 31, 2019
Deliverability Charge of \$1.2586 per month;
Capacity Charge of \$0.2788 annually; and
Injection/Withdrawal Rates of \$0.0163 per Dth.

August 1, 2019 - May 15, 2024
Deliverability Charge of \$1.6368 per month;
Capacity Charge of \$0.3695 annually; and
Injection/Withdrawal Rates of \$0.0221 per Dth.

The specified rates are not subject to refund or reduction if in excess of the maximum, or increased if less than the minimum, otherwise allowed.

- (d) **Term of Rate:** Begin Date(s): January 1, 2019
End Date(s): May 15, 2024
- (e) **Authorized Overrun:** Any authorized overrun quantities shall be at the applicable maximum Tariff rates.
- (f) **Rate-Related Provisions:**
- (i) **Consideration for Rate Granted:** MRT agrees to the rates specified in this Exhibit A 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 A 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 General Terms and Conditions of MRT's Tariff, and (2) capacity release credits) from rates, refunds or

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS
EXHIBIT A
(continued)


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, it will have the right to immediately terminate or modify any provisions of this Exhibit A that would allow Customer to pay amounts less than the maximum applicable tariff rate.


- (ii) **Regulatory Authority:** This Exhibit A is subject to Section 30 of the GT&C of MRT's Tariff. MRT and Customer hereby acknowledge that this Exhibit A 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 Exhibit A 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 that is inconsistent with the terms of this Exhibit A, or (2) conditions or prohibits the granting of selective discounts or other rates specified in paragraph (c) of this Exhibit A, 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 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

CITY OF POTOSI, MISSOURI

By:  BD
BD
 Name: Tina V. Faraca MS
MCS
 Title: Chief Commercial Officer
 Date: ST
ST

By: 
 Name: Thomas R. Dudley
 Title: Mayor
 Date: 12.19.2019

EFFECTIVE JANUARY 1, 2019

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

~~Second-Third~~ Revised Volume Negotiated Rates and Non-Conforming

Agreements **Section 2.40, Version 0.0.01**

Effective January 1, 2019

City of Potosi TSA No. 1019 (RS FTS)

Option Code "A"

SUPERSEDING
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 City of Potosi, Missouri, a municipal 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 16, 1995, as amended and restated January 1, 2019, subject to FERC approval

Primary Term End Date: The end of the day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending July 31, 2024; 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): 221 Dth/D

Rate Zone Capacities: See Exhibit A

Such service by MRT shall be during the period from May 16 through November 15 only.

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

Mayor
City of Potosi
121 East High St.
Potosi, MO 63664
Phone: 573.438.7553
Facsimile: 573.438.7008

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(continued)

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

By: *Tina Faraca*
Tina Faraca (Dec 22, 2019)

Name: Tina V. Faraca

Title: Chief Commercial Officer

Date: *ST*
ST

bd
bd

MCS
MCS

CITY OF POTOSI, MISSOURI

By: *Thomas R. Dudley*

Name: *Thomas R. Dudley*

Title: *Mayor*

Date: *12.19.2019*

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,

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

**GENERAL TERMS AND CONDITIONS
(continued)**

in whole, to an entity affiliated with Customer. For firm contracts, MRT will only consent to assignment of the contract to 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 A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) Effective January 1, 2019, this Agreement supersedes and cancels Contract #1019 as in effect pursuant to an amendment effective November 16, 2017 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 all 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.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

Primary Path

From: Glendale - EGT FLD RCPT Meter #805547

To: Storage Meter #805607

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.

Rate Zone Capacity

Field

221 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 Meter #805547	221	Storage Meter #805607	221

* 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.

Such service by MRT shall be offered during the time period from May 16 through November 15 only.

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

CITY OF POTOSI, MISSOURI

By: *Tina Faraca*
 Name: Tina V. Faraca
 Title: Chief Commercial Officer
 Date: _____

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By: *Thomas R. Dudley*
 Name: Thomas R. Dudley
 Title: Mayer
 Date: 12.19.2019

EFFECTIVE JANUARY 1, 2019, SUPERSEDES EXHIBIT A EFFECTIVE NOVEMBER 16, 2017

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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 those specified on Exhibit A as in effect on the date hereof.
- (d) **Description of Rate:** Negotiated Rate X Discounted Rate (Check one)
For the period January 1, 2019 through July 31, 2019, 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 on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.0531 per Dth for the Field Zone with a Usage Charge of \$0.0030 per Dth.

For the period beginning August 1, 2019 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.0698 per Dth for the Field Zone with a Usage Charge of \$0.0031 per Dth.

Consistent with the foregoing, 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 also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.
- (e) **Term of Rate:** Begin Date(s): January 1, 2019
End Date(s): The end of the day on July 31, 2024

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS


EXHIBIT B
(continued)

- (f) Authorized Overrun:
Any authorized overrun quantities shall be at the applicable 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 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

By: 
By: Tina Faraca (Dec 22, 2019)
Name: Tina V. Faraca
Title: Chief Commercial Officer
Date: _____


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CITY OF POTOSI, MISSOURI

By: 
By: Thomas R. Dudley
Title: Mayor
Date: 12.19.2019

EFFECTIVE JANUARY 1, 2019, SUPERSEDES EXHIBIT A EFFECTIVE NOVEMBER 16, 2017

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

~~Second~~Third Revised Volume Negotiated Rates and Non-Conforming

Agreements **Section 2.41, Version 0.0.01**

Effective January 1, 2019

Village of Dupo TSA No. 304 (RS FTS)

Option Code "A"

SUPERSEDING
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 Village of Dupo, Illinois, an Illinois municipal 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 November 1, 1993, as amended and restated January 1, 2019, subject to FERC approval

Primary Term End Date: The end of the day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending July 31, 2024; 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): 310 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

Village of Dupo, Illinois
Attn: Jerald Wilson
107 N. Second St.
Dupo, IL 62239
Telephone: 618-286-3280
Facsimile: 618-286-5505

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(continued)

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

By: *Lina Faraca*
 Name: Lina V. Faraca
 Title: Chief Commercial Officer
 Date: _____
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VILLAGE OF DUPO, ILLINOIS

By: *Jacal Wilson*
 Name: Jacal Wilson
 Title: Mayor
 Date: 12/16/2019

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

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

GENERAL TERMS AND CONDITIONS
(continued)

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 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 A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) This Agreement supersedes and cancels Contract # 304 as effective January 1, 2019 and August 1, 2019 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 all 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.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

Primary Paths

January 1, 2019 – July 31, 2019:

From: NGPL @ SHATTUC/CLINTON #805588
GLENDALÉ – EGT MKT RCPT #808654

To: DUPO, VILLAGE OF #805528

August 1, 2019 – July 31, 2024:

From: GLENDALÉ – EGT MKT RCPT #808654

To: DUPO, VILLAGE OF #805528

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.

Rate Zone Capacity

Market 310 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>
January 1, 2019 – July 31, 2019:			
NGPL @ SHATTUC/CLINTON #805588	5	DUPO, VILLAGE OF #805528	310
GLENDALÉ – EGT MKT RCPT #808654	305		
August 1, 2019 – July 31, 2024:			
GLENDALÉ – EGT MKT RCPT #808654	305	DUPO, VILLAGE OF #805528	310
TGT BOARDWALK #90722	5		

* 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: Tina V. Faraca
 Name: Tina V. Faraca
 Title: Chief Commercial Officer
 Date: 12/16/2019

VILLAGE OF DUPO, ILLINOIS

By: Terald Wilson
 Name: Terald Wilson
 Title: Mayor
 Date: 12/16/2019

EFFECTIVE JANUARY 1, 2019, SUPERSEDES EXHIBIT A EFFECTIVE JANUARY 1, 2019 AND AUGUST 1, 2019

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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 those specified on Exhibit A as in effect on the date hereof.
- (d) **Description of Rate:** Negotiated Rate X Discounted Rate (Check one)
For the period January 1, 2019 through July 31, 2019, 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 on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.1376 per Dth for the Market Zone with a Usage Charge of \$0.0085 per Dth.

For the period beginning August 1, 2019 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.2119 per Dth for the Market Zone with a Usage Charge of \$0.0098 per Dth.

Consistent with the foregoing, 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 also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.
- (e) **Term of Rate:** Begin Date(s): January 1, 2019
End Date(s): The end of the day on July 31, 2024

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS



EXHIBIT B
(continued)


- (f) **Authorized Overrun:**
Any authorized overrun quantities shall be at the applicable 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 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

VILLAGE OF DUPO, ILLINOIS


By: Tina V. Faraca
Name: Tina V. Faraca
Title: Chief Commercial Officer
Date: _____

bd
MCS
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By: Gerald Wilson
Name: Gerald Wilson
Title: Mayor
Date: 12/16/2019

EFFECTIVE JANUARY 1, 2019

Enable Mississippi River Transmission, LLC

FERC NGAGAS TARIFF

~~Second-Third~~ Revised Volume Negotiated Rates and Non-Conforming
Agreements

Section 2.42, Version 1.0.01

Effective June 1, 2021

Village of Dupon TSA No. 457 (RSSCT)

Option Code "A"

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

This TRANSPORTATION SERVICE AGREEMENT, hereinafter referred to as "Agreement," is made and entered into by and between Enable Mississippi River Transmission, LLC, ("E"), a Delaware limited liability company, hereinafter called "MRT," and Village of Dupo, Illinois, a municipal 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 November 1, 1993, as amended and restated June 1, 2021, subject to FERC approval

Primary Term End Date: The end of the Day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of June 1, 2021 and shall continue for a primary term ending July 31, 2024; 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): 1,363 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 SCT. 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

For Notices and Invoices to Customer:

Mayor
Village of Dupo, Illinois
107 North Second Street
Dupo, IL 62239
Phone: 618-286-3280 Fax: 618-286-5505

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT
(continued)

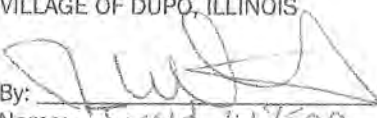
MRT's wire transfer information and addresses for notices and payments shall be located on MRT's internet web site.

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

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

By: Steven G. Tramonte
Steven G. Tramonte (May 30, 2021 20:46 CDT)
Name: Steven G. Tramonte
Title: VP, Commercial Transportation & Storage
Date: May 30, 2021

VILLAGE OF DUPO, ILLINOIS

By: 
Name: Gerald Wilson
Title: Mayor
Date: 5.28.21

MCS
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AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

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 SCT 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.

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

GENERAL TERMS AND CONDITIONS
(continued)

- 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 Schedule 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 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 A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) This Agreement amends and restates the Superseding Amended and Restated Service Agreement originally effective November 1, 1993, 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.

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

EXHIBIT A

Primary Paths

From: WASKOM – EGT #808527
TRUNKLINE GAS RECEIPT #12817

To: DUPO, VILLAGE OF #805528

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 177 Dth/D

On any given day, the customer is entitled to the greater of 177 Dth or .17% of available West Line capacity.

Rate Zone Capacities

Field	798 Dth/D
Market	1,363 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>
TRUNKLINE GAS RECEIPT #12817	191	DUPO, VILLAGE OF #805528	1,363
SLIGO #90386	85		
NGPL @ SHATTUC/CLINTON #805588	197		
WASKOM – EGT #808527	92		
GLENDALE – EGT MKT RCPT #808654	177		
GULF SOUTH PERRYVILLE #808760	621		
STORAGE #805607	523		

* 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: Steven G. Tramonte
Steven G. Tramonte (May 30, 2021 20:46 CDT)
 Name: Steven G. Tramonte
 Title: VP, Commercial Transportation & Storage
 Date: May 30, 2021

VILLAGE OF DUPO, ILLINOIS

By: [Signature]
 Name: John H. Wilson
 Title: Mayor
 Date: 5-28-21

MCS
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EFFECTIVE JUNE 1, 2021, SUPERSEDES EXHIBIT A EFFECTIVE JANUARY 1, 2019

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

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 LUGF 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 those specified on Exhibit A as in effect on the date hereof.
- (d) Description of Rate: Negotiated Rate X Discounted Rate (Check one)
For the period beginning June 1, 2021 through December 31, 2021, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a Usage Charge of \$0.4337 per Dth for the Market Zone and \$0.1426 per Dth for the Field Zone.

For the period beginning January 1, 2022 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a Usage Charge of \$0.5027 per Dth for the Market Zone and \$0.1653 per Dth for the Field Zone.

Consistent with the foregoing, Customer shall also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.
- (e) Term of Rate: Begin Date(s): June 1, 2021
End Date(s): The end of the day on July 31, 2024
- (f) Authorized Overrun: Any authorized overrun quantities shall be at the applicable maximum Tariff rate.

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

EXHIBIT B
(continued)

(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 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

By: Steven G. Tramonte
Steven G. Tramonte (May 30, 2021 20:46 CDT)
 Name: Steven G. Tramonte
 Title: VP, Commercial Transportation & Storage
 Date: May 30, 2021

VILLAGE OF DUPO, ILLINOIS

By: [Signature]
 Name: DELORE WILSON
 Title: Mayor
 Date: 5-28-21

MCS
MCS

EFFECTIVE JUNE 1, 2021, SUPERSEDES EXHIBIT B EFFECTIVE JANUARY 1, 2019

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

~~Second~~Third Revised Volume Negotiated Rates and Non-Conforming

Agreements **Section 2.43, Version 0.0.01**

Effective January 1, 2019

Village of Dupo TSA No. 510 (RS FSS)

Option Code "A"

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

This STORAGE SERVICE AGREEMENT, hereinafter referred to as "Agreement," made and entered into by and between Enable Mississippi River Transmission, LLC, a Delaware limited liability company, hereinafter called "MRT," and Village of Dupo, Illinois, a municipal corporation, hereinafter called "Customer."

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

1) TERM

Effective Date: Originally November 1, 1993, as amended and restated January 1, 2019, subject to FERC approval

Primary Term End Date: The end of the day on May 15, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending May 15, 2024; 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 Stored Quantity (MSQ): 30,000 Dth
(Based on a heat content of 1,020 Btu per Cubic Foot)

Maximum Daily Withdrawal Quantity (MDWQ): 523 Dth

3) RATE

Service hereunder shall be provided pursuant to Rate Schedule FSS. 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 A, or other format provided for in MRT's Tariff, in effect during the term of this Agreement or in a capacity release award.

4) ADDRESSES:

For Notices and Invoices to Customer:
Mayor
Village of Dupo, Illinois
107 North Second Street
Dupo, IL 62239
Phone: 618-286-3280 Fax: 618-286-5505

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

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS
(continued)

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

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

VILLAGE OF DUPO, ILLINOIS

By: [Signature]
Name: Tina V. Faraca
Title: Chief Commercial Officer ST
Date: _____

By: [Signature]
Name: Jerald Wilson
Title: Mayor
Date: 12/16/2019

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BD
bd

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

GENERAL TERMS AND CONDITIONS

- 1) Upon termination hereof for whatever reason, Customer agrees to stop delivering gas to MRT for storage 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, as 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 (including withdrawal of stored quantities) 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' written notice to Customer, may suspend further injections and/or withdrawals 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 injections and/or withdrawals of gas on behalf of Customer.
- 4) Service hereunder shall be provided pursuant to Rate Schedule FSS 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 set forth in MRT's Tariff, as on file and in effect from time to time, and such provisions are incorporated herein by this reference. Any curtailment of storage service hereunder shall be in accordance with the priorities set out in the GT&C. To the extent not inconsistent with effective law, MRT shall have the right to determine the priority and/or scheduling of the storage service under this Agreement and to revise the priority and/or scheduling of this storage 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) 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 Schedule FSS 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 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.

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

GENERAL TERMS AND CONDITIONS
(continued)

- 8) 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.
- 9) 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.
- 10) 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.
- 11) For service at rates other than MRT's applicable maximum Tariff rates, Exhibit A attached hereto is incorporated into this Agreement in its entirety.
- 12) Effective January 1, 2019, this Agreement supersedes and cancels Storage Service Agreement No. 510 as in effect pursuant to an amendment effective June 1, 2014 between the parties hereto.
- 13) Pursuant to Section 15.8, GT&C of MRT's Tariff, the parties have agreed to an extension of the term with respect to all of the capacity previously committed under this Agreement.
- 14) 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 in MRT's Tariff.

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

EXHIBIT A

Customer agrees to pay the rates specified on this Exhibit A 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 specified above, the storage rates and charges as defined below for the specified services provided under the Agreement only apply to the quantities and/or time periods described herein. 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 shall pay any applicable charges, penalties, surcharges, fees, taxes, assessments 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 A 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 earlier than the end of the month following the month in which such termination notice is received.
- (c) **Description of Rate:** Negotiated Rate X Discounted Rate (Check one)

MRT shall bill and Customer shall pay the following rates for service under the Agreement up to the applicable contract limitations (as in effect on the Begin Date of this Exhibit A):

January 1, 2019 – July 31, 2019
Deliverability Charge of \$1.2586 per month;
Capacity Charge of \$0.2788 annually; and
Injection/Withdrawal Rates of \$0.0163 per Dth.

August 1, 2019 – May 15, 2024
Deliverability Charge of \$1.6368 per month;
Capacity Charge of \$0.3695 annually; and
Injection/Withdrawal Rates of \$0.0221 per Dth.

The specified rates are not subject to refund or reduction if in excess of the maximum, or increased if less than the minimum, otherwise allowed.

- (d) **Term of Rate:** Begin Date(s): January 1, 2019
End Date(s): May 15, 2024
- (e) **Authorized Overrun:** Any authorized overrun quantities shall be at the applicable maximum Tariff rates.
- (f) **Rate-Related Provisions:**
- (i) **Consideration for Rate Granted:** MRT agrees to the rates specified in this Exhibit A 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 A 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

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

EXHIBIT A
(continued)

34 of the General Terms and Conditions 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, it will have the right to immediately terminate or modify any provisions of this Exhibit A that would allow Customer to pay amounts less than the maximum applicable tariff rate.

- (ii) **Regulatory Authority:** This Exhibit A is subject to Section 30 of the GT&C of MRT's Tariff. MRT and Customer hereby acknowledge that this Exhibit A 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 Exhibit A 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 that is inconsistent with the terms of this Exhibit A, or (2) conditions or prohibits the granting of selective discounts or other rates specified in paragraph (c) of this Exhibit A, 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 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

VILLAGE OF DUPO, ILLINOIS

By: *Tina Faraca*
 Name: Tina V. Faraca
 Title: Chief Commercial Officer
 Date: 12/16/2019

By: *[Signature]*
 Name: STERALD WILSON
 Title: MAYOR
 Date: 12/16/2019

ST

EFFECTIVE JANUARY 1, 2019

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

~~Second~~Third Revised Volume Negotiated Rates and Non-Conforming

Agreements **Section 2.44, Version 0.0.01**

Effective January 1, 2019

Village of Dupo TSA No. 1034 (RS FTS)

Option Code "A"

SUPERSEDING
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 Village of Dupu, Illinois, a municipal 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 16, 1995, as amended and restated January 1, 2019, subject to FERC approval

Primary Term End Date: The end of the day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending July 31, 2024; 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): 175 Dth/D

Rate Zone Capacities: See Exhibit A

Such service by MRT shall be during the period from May 16 through November 15 only.

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

For Notices and Invoices to Customer:

Mayor

Village of Dupu, Illinois

107 North Second Street

Dupu, IL 62239


Phone: 618-286-3280 Fax: 618-286-5505

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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

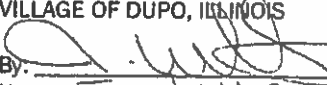
By: 
Name: Tina V. Faraca
Title: Chief Commercial Officer
Date: _____

BD

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VILLAGE OF DUPO, ILLINOIS

By: 
Name: Gerald Wilson
Title: MAYOR
Date: 12/16/2019

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,

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

GENERAL TERMS AND CONDITIONS
(continued)

in whole, to an entity affiliated with Customer. For firm contracts, MRT will only consent to assignment of the contract to 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 A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) This Agreement supersedes and cancels Contract # 1034 as in effect pursuant to an amendment effective November 16, 2017 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 all 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.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

Primary Path

From: Glendale - EGT FLD RCPT (#805547)

To: Storage (#805607)

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.

Rate Zone Capacity

Field 175 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)	175	Storage (#805607)	175

* 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.

Such service by MRT shall be offered during the time period from May 16 through November 15 only.

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

VILLAGE OF DUPO, ILLINOIS

By: Tina V. Faraca
 Name: Tina V. Faraca
 Title: Chief Commercial Officer
 Date: 12/16/2019

By: Terrald Wilson
 Name: Terrald Wilson
 Title: Manager
 Date: 12/16/2019

ST MCS bd

EFFECTIVE JANUARY 1, 2019, SUPERSEDES EXHIBIT A EFFECTIVE NOVEMBER 16, 2017

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:

(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 LUGF 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 those specified on Exhibit A as in effect on the date hereof.

(d) Description of Rate: Negotiated Rate X Discounted Rate _____ (Check one)
For the period January 1, 2019 through July 31, 2019, 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 on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.0531 per Dth for the Field Zone with a Usage Charge of \$0.0030 per Dth.

For the period beginning August 1, 2019 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.0698 per Dth for the Field Zone with a Usage Charge of \$0.0031 per Dth.

Consistent with the foregoing, 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 also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.

(e) Term of Rate: Begin Date(s): January 1, 2019
 End Date(s): The end of the day on July 31, 2024

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT B
(continued)

- (f) Authorized Overrun:
Any authorized overrun quantities shall be at the applicable 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 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

VILLAGE OF DUPO, ILLINOIS

By: Tina V. Faraca (Dec 22, 2019)

Name: Tina V. Faraca

Title: Chief Commercial Officer

Date: _____

bd

MCS

ST

By: Serald Wilson

Name: Serald Wilson

Title: Mayor

Date: 12/16/2019

EFFECTIVE JANUARY 1, 2019, SUPERSEDES EXHIBIT B EFFECTIVE NOVEMBER 16, 2017

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

~~Second-Third~~ Revised Volume Negotiated Rates and Non-Conforming

Agreements **Section 2.45, Version 0.0.01**

Effective January 1, 2019

Industrial Steam Products TSA No. 2061 (RS FTS)

Option Code "A"

SUPERSEDING
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 Industrial Steam Products, Inc., an Illinois 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 November 1, 1997, as amended and restated January 1, 2019, subject to FERC approval

Primary Term End Date: The end of the day on June 30, 2025

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending June 30, 2025; 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): 3,090 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

Industrial Steam Products, Inc.
Attn: Rick Clarkson
2350 Falling Springs Rd.
Sauget, IL 62206
Phone: 618-337-1193
E-mail: rach2n2@aol.com

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(continued)

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

By: *Jim Aao*
Name: _____
Title: _____
Date: _____

MCS
MCS

ST
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INDUSTRIAL STEAM PRODUCTS, INC.

By: *[Signature]*
Name: Thomas E. Kernan
Title: Engineer
Date: 12/18/19

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

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, Exhibits A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) Effective January 1, 2019, this Agreement supersedes and cancels Contract #2061, as in effect pursuant to amendments dated July 1, 2015 and August 1, 2019 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.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

Primary Path

January 1, 2019 – July 31, 2019:

From: TRUNKLINE GAS RECEIPT #12817

To: INDUSTRIAL STEAM PROD #12730

August 1, 2019 – June 30, 2025:

From: TGT BOARDWALK #90722

To: INDUSTRIAL STEAM PROD #12730

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.

Rate Zone Capacity

Market 3,090 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>
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January 1, 2019 – July 31, 2019:

TRUNKLINE GAS RECEIPT Meter #12817	2,718 Dth/D	INDUSTRIAL STEAM PROD Meter #12730	3,090 Dth/D
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NGPL @ SHATTUC/CLINTON Meter #805588	372 Dth/D		
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August 1, 2019 – June 30, 2025:

TGT BOARDWALK Meter #90722	3,090 Dth/D	INDUSTRIAL STEAM PROD Meter #12730	3,090 Dth/D
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* 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: Tina Faraca (Jan 3, 2020)

Name: _____

Title: _____

Date: _____

MCS
MCS

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INDUSTRIAL STEAM PRODUCTS, INC.

By: [Signature]Name: Thomas E. KernanTitle: EngineerDate: 12/18/19

EFFECTIVE JANUARY 1, 2019, SUPERSEDES EXHIBIT A EFFECTIVE JULY 1, 2015 AND AUGUST 1, 2019

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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 those specified on Exhibit A as in effect on the date hereof.
- (d) Description of Rate: Negotiated Rate X Discounted Rate
For the period January 1, 2019 through July 31, 2019, 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 on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.1376 per Dth for the Market Zone with a Usage Charge of \$0.0085 per Dth.

For the period beginning August 1, 2019 through June 30, 2025, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.2119 per Dth for the Market Zone with a Usage Charge of \$0.0098 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 in FERC Docket No. RP20-131, then effective the first day of the month following the effective date of such Commission ruling through July 31, 2024, Customer shall pay the Commission-approved maximum lawful Reservation Charge for FTS Market Zone service.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT B
(continued)

Consistent with the foregoing, 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.


- (e) Term of Rate: Begin Date(s): January 1, 2019
 End Date(s): The end of the day on June 30, 2025
- (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 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.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT B
(continued)

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


ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

By: 
Name: Tina Faraca (Jan 3, 2020)
Title: _____
Date: _____

MCS
MCS

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INDUSTRIAL STEAM PRODUCTS, INC.

By: 
Name: Thomas E. Kernan
Title: Engineer
Date: 12/18/19

EFFECTIVE JANUARY 1, 2019

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

~~Second-Third~~ Revised Volume Negotiated Rates and Non-Conforming

Agreements **Section 2.46, Version 0.0.01**

Effective January 1, 2019

Liberty Utilities (Midstates Natural Gas) Corp. TSA No. 4545 (RS FSS)

Option Code "A"

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

This STORAGE 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 Liberty Utilities (Midstates Natural Gas) Corp., a Missouri 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 August 1, 2012, as amended and restated January 1, 2019, subject to FERC approval

Primary Term End Date: The end of the day on May 15, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending May 15, 2024; 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 Stored Quantity (MSQ): 27,499 Dth
(Based on a heat content of 1,020 Btu per Cubic Foot)

Maximum Daily Withdrawal Quantity (MDWQ): 479 Dth

3) RATE

Service hereunder shall be provided pursuant to Rate Schedule FSS. 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 A, or other format provided for in MRT's Tariff, in effect during the term of this Agreement or in a capacity release award.

4) ADDRESSES:

Liberty Utilities (Midstates Natural Gas) Corp.
Attn: Martin DeBruin
15 Buttrick Road
Londonderry, NH 03053
Email: martin.debruin@libertyutilities.com

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS
(continued)

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

Jim Faraca
By: Faraca (Jan 8, 2020)

Name: _____
Title: _____
Date: _____

LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

W. Killen
By: _____
Name: WILLIAM KILLEN
Title: DIRECTOR ENERGY PROCUREMENT
Date: 12/17/14

MCS
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SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

GENERAL TERMS AND CONDITIONS

- 1) Upon termination hereof for whatever reason, Customer agrees to stop delivering gas to MRT for storage 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, as 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 (including withdrawal of stored quantities) 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' written notice to Customer, may suspend further injections and/or withdrawals 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 injections and/or withdrawals of gas on behalf of Customer.
- 4) Service hereunder shall be provided pursuant to Rate Schedule FSS 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 set forth in MRT's Tariff, as on file and in effect from time to time, and such provisions are incorporated herein by this reference. Any curtailment of storage service hereunder shall be in accordance with the priorities set out in the GT&C. To the extent not inconsistent with effective law, MRT shall have the right to determine the priority and/or scheduling of the storage service under this Agreement and to revise the priority and/or scheduling of this storage 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) 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 Schedule FSS 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 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.

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

GENERAL TERMS AND CONDITIONS
(continued)

- 8) 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.
- 9) 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.
- 10) 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.
- 11) For service at rates other than MRT's applicable maximum Tariff rates, Exhibit A attached hereto is incorporated into this Agreement in its entirety.
- 12) Effective January 1, 2019, this Agreement supersedes and cancels Storage Service Agreement No. 4545, as in effect pursuant to an amendment effective July 1, 2014, between the parties hereto.
- 13) Pursuant to Section 15.8, GT&C of MRT's Tariff, the parties have agreed to an extension of the term with respect to all of the capacity previously committed under this Agreement.
- 14) 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 in MRT's Tariff.

Customer agrees to pay the rates specified on this Exhibit A 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 specified above, the storage rates and charges as defined below for the specified services provided under the Agreement only apply to the quantities and/or time periods described herein. 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 shall pay any applicable charges, penalties, surcharges, fees, taxes, assessments 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 A 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 earlier than the end of the month following the month in which such termination notice is received.
- (c) Description of Rate: Negotiated Rate X Discounted Rate

MRT shall bill and Customer shall pay the following rates for service under the Agreement up to the applicable contract limitations (as in effect on the Begin Date of this Exhibit A):

January 1, 2019 – July 31, 2019

Deliverability Charge of \$1.2586 per month;
Capacity Charge of \$0.2788 annually; and
Injection/Withdrawal Rates of \$0.0163 per Dth.

August 1, 2019 – May 15, 2024

Deliverability Charge of \$1.6368 per month;
Capacity Charge of \$0.3695 annually; and
Injection/Withdrawal Rates of \$0.0221 per Dth.

The specified rates are not subject to refund or reduction if in excess of the maximum, or increased if less than the minimum, otherwise allowed.

- (d) **Term of Rate:** Begin Date(s): January 1, 2019
 End Date(s): May 15, 2024
- (e) **Authorized Overrun:** Any authorized overrun quantities shall be at the applicable maximum Tariff rates.
- (f) **Rate-Related Provisions:**
- (i) Consideration for Rate Granted: MRT agrees to the rates specified in this Exhibit A 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 A 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 General Terms and Conditions of MRT's Tariff, and (2) capacity release credits) from rates, refunds or

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

EXHIBIT A
(continued)

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, it will have the right to immediately terminate or modify any provisions of this Exhibit A that would allow Customer to pay amounts less than the maximum applicable tariff rate.

- (ii) Regulatory Authority: This Exhibit A is subject to Section 30 of the GT&C of MRT's Tariff. MRT and Customer hereby acknowledge that this Exhibit A 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 Exhibit A 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 that is inconsistent with the terms of this Exhibit A, or (2) conditions or prohibits the granting of selective discounts or other rates specified in paragraph (c) of this Exhibit A, 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 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

By: Tina Faraca (Jan 8, 2020)

Name: _____

Title: _____

Date: _____

LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

By: William Killen

Name: WILLIAM KILLEN

Title: DIRECTOR ENERGY PROCUREMENT

Date: 12/17/14

MCS
MCS

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EFFECTIVE JANUARY 1, 2019

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

~~Second-Third~~ Revised Volume Negotiated Rates and Non-Conforming

Agreements **Section 2.47, Version 0.0.01**

Effective January 1, 2019

Liberty Utilities (Midstates Natural Gas) Corp. TSA No. 4551 (RS FSS)

Option Code "A"

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

This STORAGE 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 Liberty Utilities (Midstates Natural Gas) Corp., a Missouri 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 August 1, 2012, as amended and restated January 1, 2019, subject to FERC approval

Primary Term End Date: The end of the day on May 15, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending May 15, 2024; 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 Stored Quantity (MSQ): 109,994 Dth
(Based on a heat content of 1,020 Btu per Cubic Foot)

Maximum Daily Withdrawal Quantity (MDWQ): 1,916 Dth

3) RATE

Service hereunder shall be provided pursuant to Rate Schedule FSS. 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 A, or other format provided for in MRT's Tariff, in effect during the term of this Agreement or in a capacity release award.

4) ADDRESSES:

Liberty Utilities (Midstates Natural Gas) Corp.
Attn: Martin DeBruin
15 Buttrick Road
Londonderry, NH 03053
Email: martin.debruin@libertyutilities.com

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS
(continued)

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

Jim Faraca

By: Jim Faraca (Jan 8, 2020)

Name: _____

Title: _____

Date: _____

MCS
MCS

LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

By: [Signature]

Name: WILLIAM KILLEN

Title: DIRECTOR ENERGY PROCUREMENT

Date: 12/17/19

ST
ST

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

GENERAL TERMS AND CONDITIONS

- 1) Upon termination hereof for whatever reason, Customer agrees to stop delivering gas to MRT for storage 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, as 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 (including withdrawal of stored quantities) 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' written notice to Customer, may suspend further injections and/or withdrawals 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 injections and/or withdrawals of gas on behalf of Customer.
- 4) Service hereunder shall be provided pursuant to Rate Schedule FSS 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 set forth in MRT's Tariff, as on file and in effect from time to time, and such provisions are incorporated herein by this reference. Any curtailment of storage service hereunder shall be in accordance with the priorities set out in the GT&C. To the extent not inconsistent with effective law, MRT shall have the right to determine the priority and/or scheduling of the storage service under this Agreement and to revise the priority and/or scheduling of this storage 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) 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 Schedule FSS 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 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.

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

GENERAL TERMS AND CONDITIONS
(continued)

- 8) 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.
- 9) 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.
- 10) 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.
- 11) For service at rates other than MRT's applicable maximum Tariff rates, Exhibit A attached hereto is incorporated into this Agreement in its entirety.
- 12) Effective January 1, 2019, this Agreement supersedes and cancels Storage Service Agreement No. 4551, as in effect pursuant to an amendment effective July 1, 2014, between the parties hereto.
- 13) Pursuant to Section 15.8, GT&C of MRT's Tariff, the parties have agreed to an extension of the term with respect to all of the capacity previously committed under this Agreement.
- 14) 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 in MRT's Tariff.

Customer agrees to pay the rates specified on this Exhibit A 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 specified above, the storage rates and charges as defined below for the specified services provided under the Agreement only apply to the quantities and/or time periods described herein. 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 shall pay any applicable charges, penalties, surcharges, fees, taxes, assessments 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 A 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 earlier than the end of the month following the month in which such termination notice is received.
- (c) Description of Rate: Negotiated Rate X Discounted Rate

MRT shall bill and Customer shall pay the following rates for service under the Agreement up to the applicable contract limitations (as in effect on the Begin Date of this Exhibit A):

January 1, 2019 – July 31, 2019

Deliverability Charge of \$1.2586 per month;
Capacity Charge of \$0.2788 annually; and
Injection/Withdrawal Rates of \$0.0163 per Dth.

August 1, 2019 – May 15, 2024

Deliverability Charge of \$1.6368 per month;
Capacity Charge of \$0.3695 annually; and
Injection/Withdrawal Rates of \$0.0221 per Dth.

The specified rates are not subject to refund or reduction if in excess of the maximum, or increased if less than the minimum, otherwise allowed.

- (d) Term of Rate: Begin Date(s): January 1, 2019
End Date(s): May 15, 2024
- (e) Authorized Overrun: Any authorized overrun quantities shall be at the applicable maximum Tariff rates.
- (f) Rate-Related Provisions:
- (i) Consideration for Rate Granted: MRT agrees to the rates specified in this Exhibit A 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 A 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 General Terms and Conditions of MRT's Tariff, and (2) capacity release credits) from rates, refunds or
- (ii)

SUPERSEDING
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FOR RATE SCHEDULE FSS

EXHIBIT A
(continued)

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, it will have the right to immediately terminate or modify any provisions of this Exhibit A that would allow Customer to pay amounts less than the maximum applicable tariff rate.

- (ii) Regulatory Authority: This Exhibit A is subject to Section 30 of the GT&C of MRT's Tariff. MRT and Customer hereby acknowledge that this Exhibit A 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 Exhibit A 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 that is inconsistent with the terms of this Exhibit A, or (2) conditions or prohibits the granting of selective discounts or other rates specified in paragraph (c) of this Exhibit A, 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 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:

ENABE MISSISSIPPI RIVER TRANSMISSION, LLC

Jim Faraca

By: Jim Faraca (Jan 8, 2020)

Name: _____

Title: _____

Date: _____

LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

By: William Killen

Name: WILLIAM KILLEN

Title: DIRECTOR ENERGY PROCUREMENT

Date: 12 / 17 / 19

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EFFECTIVE JANUARY 1, 2019

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

~~Second-Third~~ Revised Volume Negotiated Rates and Non-Conforming

Agreements **Section 2.48, Version 0.0.01**

Effective January 1, 2019

Liberty Utilities (Midstates Natural Gas) Corp. TSA No. 5123 (RS FTS)

Option Code "A"

SUPERSEDING
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 Liberty Utilities (Midstates Natural Gas) Corp., a Missouri 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 August 1, 2012, as amended and restated January 1, 2019, subject to FERC approval

Primary Term End Date: The end of the day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending July 31, 2024; 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): 407 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

Liberty Utilities (Midstates Natural Gas) Corp.
Attn: Martin DeBruin
15 Buttrick Road
Londonderry, NH 03053
Email: martin.debruin@libertyutilities.com

SUPERSEDING
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FOR RATE SCHEDULE FTS
(continued)

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

By: Jina Faraca
Name: _____
Title: _____
Date: _____

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LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

By: [Signature]
Name: WILLIAM KILLEN
Title: DIRECTOR ENERGY PROCUREMENT
Date: 12/17/19

SUPERSEDING
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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 1.7 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
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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, Exhibits A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) Effective January 1, 2019, this Agreement supersedes and cancels Contract #5123, as in effect pursuant to an amendment effective August 1, 2012, 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 all 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.

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EXHIBIT A

Primary Path

From: TRUNKLINE GAS RECEIPT #12817

To: ATMOS IL #805532

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.

Rate Zone Capacity

Market 407 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>
NGPL @ SHATTUC/CLINTON #805588	307 Dth/D	ATMOS IL #805532	407 Dth/D
TRUNKLINE GAS RECEIPT #12817	100 Dth/D		

* 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: Tina Faraca
Name: _____
Title: _____
Date: _____

LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

By: William Killen
Name: WILLIAM KILLEN
Title: DIRECTOR ENERGY PROCUREMENT
Date: 12/17/19

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EFFECTIVE 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 those specified on Exhibit A as in effect on the date hereof.
- (d) Description of Rate: Negotiated Rate X Discounted Rate _____
For the period January 1, 2019 through July 31, 2019, 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 on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.1376 per Dth for the Market Zone with a Usage Charge of \$0.0085 per Dth.

For the period beginning August 1, 2019 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.2119 per Dth for the Market Zone with a Usage Charge of \$0.0098 per Dth.

Consistent with the foregoing, 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 also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.

- (e) Term of Rate: Begin Date(s): January 1, 2019
End Date(s): The end of the day on July 31, 2024

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT B
(continued)

- (f) Authorized Overrun:
Any authorized overrun quantities shall be at the applicable 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 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

By: Tina Faraca
Name: _____
Title: _____
Date: _____

LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

By: William Killen
Name: WILLIAM KILLEN
Title: DIRECTOR ENERGY PROCUREMENT
Date: 12/17/19

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EFFECTIVE JANUARY 1, 2019.

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

~~Second-Third~~ Revised Volume Negotiated Rates and Non-Conforming

Agreements **Section 2.49, Version 0.0.01**

Effective January 1, 2019

Liberty Utilities (Midstates Natural Gas) Corp. TSA No. 5124 (RS FTS)

Option Code "A"

SUPERSEDING
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 Liberty Utilities (Midstates Natural Gas) Corp., a Missouri 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 August 1, 2012, as amended and restated January 1, 2019, subject to FERC approval

Primary Term End Date: The end of the day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending July 31, 2024; 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): 348 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

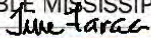
Liberty Utilities (Midstates Natural Gas) Corp.
Attn: Martin DeBruin
15 Buttrick Road
Londonderry, NH 03053
Email: martin.debruin@libertyutilities.com

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(continued)

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

By: 
Tina Faraca (Jan 8, 2020)
Name: _____
Title: _____
Date: _____

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LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

By: 
Name: WILLIAM R. WILSON
Title: DIRECTOR ENERGY PROCUREMENT
Date: 12/17/19

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

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, Exhibits A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) This Agreement supersedes and cancels Contract #5124 as effective January 1, 2019 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.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

Primary Path

From: GULF SOUTH PERRYVILLE #808760

To: ATMOS MO #805502

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.

Rate Zone Capacity

Field	348 Dth/D
Market	348 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>
GULF SOUTH PERRYVILLE #808760	348 Dth/D	ATMOS MO #805502	348 Dth/D

* 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: Tina Faraca
 Name: _____
 Title: _____
 Date: _____

LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

By: [Signature]
 Name: WILLIAM KILLEN
 Title: DIRECTOR ENERGY PROCUREMENT
 Date: 12/17/19

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EFFECTIVE JANUARY 1, 2019, SUPERSEDES EXHIBIT A EFFECTIVE JANUARY 1, 2019.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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 those specified on Exhibit A as in effect on the date hereof.
- (d) Description of Rate: Negotiated Rate X Discounted Rate
For the period January 1, 2019 through July 31, 2019, 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 on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.1376 per Dth for the Market Zone with a Usage Charge of \$0.0085 per Dth and a base daily Reservation Charge of \$0.0531 per Dth for the Field Zone with a Usage Charge of \$0.0030 per Dth.
- For the period beginning August 1, 2019 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.2119 per Dth for the Market Zone with a Usage Charge of \$0.0098 per Dth and a base daily Reservation Charge of \$0.0698 per Dth for the Field Zone with a Usage Charge of \$0.0031 per Dth.
- Consistent with the foregoing, 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 also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.
- (e) Term of Rate: Begin Date(s): January 1, 2019
End Date(s): The end of the day on July 31, 2024

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT B
(continued)

- (f) Authorized Overrun:
Any authorized overrun quantities shall be at the applicable 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 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

By: Tina Faraca
Name: _____
Title: _____
Date: _____

LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

By: William Killeen
Name: WILLIAM KILLEEN
Title: DIRECTOR ENERGY PROCUREMENT
Date: 12/17/19

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EFFECTIVE JANUARY 1, 2019.

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

~~Second-Third~~ Revised Volume Negotiated Rates and Non-Conforming

Agreements **Section 2.50, Version 0.0.01**

Effective January 1, 2019

Liberty Utilities (Midstates Natural Gas) Corp. TSA No. 5125 (RS FTS)

Option Code "A"

SUPERSEDING
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 Liberty Utilities (Midstates Natural Gas) Corp., a Missouri 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 August 1, 2012, as amended and restated January 1, 2019, subject to FERC approval

Primary Term End Date: The end of the day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending July 31, 2024; 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): 532 Dth/D

Rate Zone Capacities: See Exhibit A

Such service by MRT shall be during the period from May 16 through November 15 only.

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


Liberty Utilities (Midstates Natural Gas) Corp.
Attn: Martin DeBruin
15 Buttrick Road
Londonderry, NH 03053
Email: martin.debruin@libertyutilities.com

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(continued)

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

By: 
Name: _____
Title: _____
Date: _____

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LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

By: 
Name: WILLIAM KILLEEN
Title: DIRECTOR ENERGY PROCUREMENT
Date: 12 / 17 / 15

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

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, Exhibits A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) Effective January 1, 2019, this Agreement supersedes and cancels Contract #5125, as in effect pursuant to an amendment effective May 16, 2015, 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 all 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.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

Primary Path

From: GLENDALE - EGT FLD RCPT #805547

To: STORAGE #805607

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.


Rate Zone Capacities

Field	532 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	532 Dth/D	STORAGE #805607	532 Dth/D

* 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.

Such service by MRT shall be offered during the time period from May 16 through November 15 only.


ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

By: 
Name: _____
Title: _____
Date: _____

MCS
MCS

ST
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LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

By: 
Name: WILLIAM KILFEN
Title: DIRECTOR ENERGY PROCUREMENT
Date: 12 / 17 / 19

EFFECTIVE JANUARY 1, 2019, SUPERSEDES EXHIBIT A EFFECTIVE MAY 16, 2015.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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 those specified on Exhibit A as in effect on the date hereof.
- (d) Description of Rate: Negotiated Rate X Discounted Rate
For the period January 1, 2019 through July 31, 2019, 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 on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.0531 per Dth for the Field Zone with a Usage Charge of \$0.0030 per Dth.

For the period beginning August 1, 2019 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.0698 per Dth for the Field Zone with a Usage Charge of \$0.0031 per Dth.

Consistent with the foregoing, 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 also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.
- (e) Term of Rate: Begin Date(s): January 1, 2019
End Date(s): The end of the day on July 31, 2024

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT B
(continued)

- (f) Authorized Overrun:
Any authorized overrun quantities shall be at the applicable 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 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

By: Tina Faraca
Name: _____
Title: _____
Date: _____

MCS
MCS

ST
ST

LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

By: William Killen
Name: WILLIAM KILLEN
Title: DIRECTOR ENERGY PROCUREMENT
Date: 12/17/19

EFFECTIVE JANUARY 1, 2019.

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

~~Second-Third~~ Revised Volume Negotiated Rates and Non-Conforming

Agreements **Section 2.51, Version 1.0.01**

Effective June 1, 2021

Liberty Utilities (Midstates Natural Gas) Corp. TSA No. 5127 (RS SCT)

Option Code "A"

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

This 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 Liberty Utilities (Midstates Natural Gas) Corp., a Missouri 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 August 1, 2012, as amended and restated June 1, 2021, subject to FERC approval

Primary Term End Date: The end of the Day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of June 1, 2021 and shall continue for a primary term ending July 31, 2024; 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): 2,481 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 SCT. 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


Liberty Utilities (Midstates Natural Gas) Corp.
Attn: Martin DeBruin
15 Buttrick Road
Londonderry, NH 03053
Email: martin.debruin@libertyutilities.com

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


AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT
(continued)

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

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

By: 
Michael C. Stoll (May 28, 2021 11:02 CDT)
 Name: Michael C. Stoll
 Title: Sr. Director, Commercial – T&S
 Date: May 28, 2021

LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

By: 
 Name: William Killeen
 Title: Director Energy Procurement
 Date: 5/28/2021

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

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 SCT 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.

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

GENERAL TERMS AND CONDITIONS
(continued)

- 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 Schedule 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 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 A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) This Agreement amends and restates the Superseding Amended and Restated Agreement effective January 1, 2019 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.

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

EXHIBIT A

Primary Path

From: WASKOM – EGT RCPT #808527
TRUNKLINE GAS RECEIPT #12817

To: ATMOS MO #805502

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 355 Dth/D

On any given day, the customer is entitled to the greater of 355 Dth or .35% of available West Line capacity.

Rate Zone Capacities

Market	2,481 Dth/D
Field	1,848 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>
GLENDAL – EGT FLD RCPT #805547	1,493	ATMOS MO #805502	2,481
DELHI @ HARRISON #90571	171		
WASKOM – EGT #808527	184		
TRUNKLINE GAS RECEIPT #12817	633		
STORAGE #805607	1,848		


* 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
Michael C. Stoll (May 28, 2021 11:02 CDT)

Name: Michael C. Stoll
Title: Sr. Director, Commercial – T&S
Date: May 28, 2021

LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

By: 
Name: William Killeen
Title: Director Energy Procurement
Date: 5/28/2021

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

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

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 those specified on Exhibit A as in effect on the date hereof.
- (d) **Description of Rate:** Negotiated Rate X Discounted Rate
For the period beginning June 1, 2021 through December 31, 2021, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a Usage Charge of \$0.4337 per Dth for the Market Zone and \$0.1426 per Dth for the Field Zone.

For the period beginning January 1, 2022 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a Usage Charge of \$0.5027 per Dth for the Market Zone and \$0.1653 per Dth for the Field Zone.

Consistent with the foregoing, Customer shall also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.

(e) Term of Rate: Begin Date(s): June 1, 2021
End Date(s): The end of the day on July 31, 2024

(f) Authorized Overrun: Any authorized overrun quantities shall be at the applicable 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 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.

By: 
Name: William Killeen
Title: Director Energy Procurement
Date: 5/28/2021

Page 7 of 7

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

~~Second-Third~~ Revised Volume Negotiated Rates and Non-Conforming

Agreements **Section 2.52, Version 0.0.01**

Effective January 1, 2019

Liberty Utilities (Midstates Natural Gas) Corp. TSA No. 5128 (RS FTS)

Option Code "A"

SUPERSEDING
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 Liberty Utilities (Midstates Natural Gas) Corp., a Missouri 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 August 1, 2012, as amended and restated January 1, 2019, subject to FERC approval

Primary Term End Date: The end of the day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending July 31, 2024; 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): 133 Dth/D

Rate Zone Capacities: See Exhibit A

Such service by MRT shall be during the period from May 16 through November 15 only.

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

Liberty Utilities (Midstates Natural Gas) Corp.
Attn: Martin DeBruin
15 Buttrick Road
Londonderry, NH 03053
Email: martin.debruin@libertyutilities.com

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(continued)

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

By: *Tina Faraca*
Name: _____
Title: _____
Date: _____

MCS
MCS

ST
ST

LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

By: *W. Killen*
Name: WILLIAM KILLEN
Title: DIRECTOR ENERGY PROCUREMENT
Date: 12/14/19

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

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, Exhibits A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) Effective January 1, 2019, this Agreement supersedes and cancels Contract #5128, as in effect pursuant to an amendment effective May 16, 2015, 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 all 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.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

Primary Path

From: GLENDALE - EGT FLD RCPT #805547

To: STORAGE #805607

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.

Rate Zone Capacities

Field	133 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	133 Dth/D	STORAGE #805607	133 Dth/D

* 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.

Such service by MRT shall be offered during the time period from May 16 through November 15 only.

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

By: Tina Faraca
Name: _____
Title: _____
Date: _____

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LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

By: William Killeen
Name: _____
Title: DIRECTOR ENERGY PROCUREMENT
Date: 12/17/19

EFFECTIVE JANUARY 1, 2019, SUPERSEDES EXHIBIT A EFFECTIVE MAY 16, 2015.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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 those specified on Exhibit A as in effect on the date hereof.
- (d) Description of Rate: Negotiated Rate X Discounted Rate (Check one)
For the period January 1, 2019 through July 31, 2019, 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 on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.0531 per Dth for the Field Zone with a Usage Charge of \$0.0030 per Dth.
- For the period beginning August 1, 2019 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.0698 per Dth for the Field Zone with a Usage Charge of \$0.0031 per Dth.
- Consistent with the foregoing, 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 also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.
- (e) Term of Rate: Begin Date(s): January 1, 2019
End Date(s): The end of the day on July 31, 2024

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT B
(continued)

- (f) Authorized Overrun:
Any authorized overrun quantities shall be at the applicable 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 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

By: Tina Faraca
Name: _____
Title: _____
Date: _____

LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

By: William Killen
Name: WILLIAM KILLEN
Title: DIRECTOR, ENERGY PROCUREMENT
Date: 12/17/19

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EFFECTIVE JANUARY 1, 2019.

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

~~Second-Third~~ Revised Volume Negotiated Rates and Non-Conforming

Agreements **Section 2.53, Version 1.0.01**

Effective June 1, 2021

Liberty Utilities (Midstates Natural Gas) Corp. TSA No. 5129 (RS SCT)

Option Code "A"

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

This 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 Liberty Utilities (Midstates Natural Gas) Corp., a Missouri 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 August 1, 2012, as amended and restated June 1, 2021, subject to FERC approval

Primary Term End Date: The end of the Day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of June 1, 2021 and shall continue for a primary term ending July 31, 2024; 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): 783 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 SCT. 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

Liberty Utilities (Midstates Natural Gas) Corp.
Attn: Martin DeBruin
15 Buttrick Road
Londonderry, NH 03053
Email: martin.debruin@libertyutilities.com

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

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT
(continued)

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

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

Michael C. Stoll

By: Michael C. Stoll (May 28, 2021 11:03 CDT)

Name: Michael C. Stoll

Title: Sr. Director, Commercial – T&S

Date: May 28, 2021

LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

William Killeen

By: _____

Name: William Killeen

Title: Director Energy Procurement

Date: 5/28/2021

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

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 SCT 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.

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

GENERAL TERMS AND CONDITIONS
(continued)

- 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 Schedule 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 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 A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) This Agreement amends and restates the Superseding Amended and Restated Agreement effective January 1, 2019 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.

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

EXHIBIT A

Primary Path

From: TRUNKLINE GAS RECEIPT #12817
WASKOM – EGT #808527

To: ATMOS IL #805532

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 89 Dth/D

On any given day, the customer is entitled to the greater of 89 Dth or .09% of available West Line capacity.

Rate Zone Capacities

Market	783 Dth/D		
Field	479 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>
TRUNKLINE GAS RECEIPT #12817	225 Dth/D	ATMOS IL #805532	783 Dth/D
GLENDALÉ – EGT FLD RCPT #805547	78 Dth/D		
GLENDALÉ – EGT MKT RCPT #808654	79 Dth/D		
GULF SOUTH PERRYVILLE #808760	312 Dth/D		
WASKOM – EGT #808527	47 Dth/D		
SLIGO #90386	42 Dth/D		
STORAGE #805607	479 Dth/D		

* 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
Michael C. Stoll (May 28, 2021 11:03 CDT)

Name: Michael C. Stoll

Title: Sr. Director, Commercial – T&S

Date: May 28, 2021

LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

By: 

Name: William Killeen

Title: Director Energy Procurement

Date: 5/28/2021

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

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

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 those specified on Exhibit A as in effect on the date hereof.
- (d) **Description of Rate:** Negotiated Rate X Discounted Rate
For the period beginning June 1, 2021 through December 31, 2021, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a Usage Charge of \$0.4337 per Dth for the Market Zone and \$0.1426 per Dth for the Field Zone.

For the period beginning January 1, 2022 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a Usage Charge of \$0.5027 per Dth for the Market Zone and \$0.1653 per Dth for the Field Zone.

Consistent with the foregoing, Customer shall also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.

(e) Term of Rate: Begin Date(s): June 1, 2021
End Date(s): The end of the day on July 31, 2024

(f) Authorized Overrun: Any authorized overrun quantities shall be at the applicable 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 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.

By: William Killeen
Name: William Killeen
Title: Director Energy Procurement
Date: 5/28/2021

Page 7 of 7

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

~~Second-Third~~ Revised Volume Negotiated Rates and Non-Conforming

Agreements **Section 2.54, Version 0.0.01**

Effective January 1, 2019

City of Bismarck, Missouri TSA No. 298 (RS FTS)

Option Code "A"

Contract #298

SUPERSEDING
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 City of Bismarck, Missouri, a municipal 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 November 1, 1993, as amended and restated January 1, 2019, subject to FERC approval

Primary Term End Date: The end of the day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending July 31, 2024; 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): 62 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

City of Bismarck, Missouri

Attn: City Hall

924 Center St. P.O. Box 27

Bismarck, MO 63624

Phone: 573-734-2125

Email: bismarck.of@sbcglobal.net

Contract #298

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(continued)

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

By: Tina Faraca BD
Name: MCS
Title: MCS
Date: ST
ST

CITY OF BISMARCK, MISSOURI

By: J.T. Shy
Name: J.T. Shy
Title: MAYOR
Date: 12-17-19

Contract #298

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

Contract #298

SUPERSEDING
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, Exhibits A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) Effective January 1, 2019, this Agreement supersedes and cancels Contract #298 as in effect pursuant to an amendment effective July 1, 2014 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 all 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.

Contract #298

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

Primary Path

From: GLENDALE – EGT MKT RCPT #808654

To: BISMARCK, CITY OF #90235

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.

Rate Zone Capacity

Market

62 Dth/D

Primary Receipt Point(s)
GLENDALE – EGT MKT RCPT
#808654

Maximum Quantity (Dth/D)*
62 Dth/D

Primary Delivery Point(s)
BISMARCK, CITY OF
#90235

Maximum Quantity (Dth/D)*
62 Dth/D

* 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: Tina Faraca (Dec 24, 2019)

Name:

Title:

Date:

BD
bdMCS
MCSST
ST

CITY OF BISMARCK, MISSOURI

By: J.T. ShyName: J.T. ShyTitle: MAJORDate: 12-17-19

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

Contract #298

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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 those specified on Exhibit A as in effect on the date hereof.
- (d) **Description of Rate:** Negotiated Rate X Discounted Rate _____
For the period January 1, 2019 through July 31, 2019, 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 on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.1376 per Dth for the Market Zone with a Usage Charge of \$0.0085 per Dth.

For the period beginning August 1, 2019 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.2119 per Dth for the Market Zone with a Usage Charge of \$0.0098 per Dth.

Consistent with the foregoing, 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 also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.
- (e) **Term of Rate:** Begin Date(s): January 1, 2019
End Date(s): The end of the day on July 31, 2024

Contract #298

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT B
(continued)

- (f) **Authorized Overrun:**
Any authorized overrun quantities shall be at the applicable 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 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

By: *Tina Faraca*
 Name: _____
 Title: _____
 Date: _____

BD
 bd
MCS
 MCS
ST
 ST

CITY OF BISMARCK, MISSOURI

By: *J. T. Shy*
 Name: *J. T. Shy*
 Title: *MAYOR*
 Date: *12-17-19*

EFFECTIVE JANUARY 1, 2019

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

~~Second-Third~~ Revised Volume Negotiated Rates and Non-Conforming

Agreements **Section 2.55, Version 1.0.01**

Effective October 1, 2021

City of Bismarck, Missouri TSA No. 451 (RS SCT)

Option Code "A"

Contract #451

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

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 City of Bismarck, Missouri, a Missouri municipal 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 November 1, 1993, as amended and restated October 1, 2021, subject to FERC approval

Primary Term End Date: The end of the Day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of October 1, 2021 and shall continue for a primary term ending July 31, 2024; 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): 567 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 SCT. 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 as a capacity release award.

5) ADDRESSES

City of Bismarck, Missouri
Attn: City Hall
924 Center St. P.O. Box 27
Bismarck, MO 63624
Phone: 573-734-2125
Email: bismarck.of@sbcglobal.net

the term of this Agreement, or in

Contract #451

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT
(continued)

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

CITY OF BISMARCK, MISSOURI

By: Steven G. Tramonte
Steven G. Tramonte (Oct 1, 2021 08:20 CDT)
Name: Steven G. Tramonte
Title: VP, Commercial Transportation & Storage
Date: _____

By: Jeremy Shy
Name: Jeremy Shy
Title: MAYOR
Date: Sept 14 2021

MCS
MCS

and payments shall be located

Date: _____

Contract #451

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

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 SCT 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 revision 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, as well as
- 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.

Contract #451

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

GENERAL TERMS AND CONDITIONS
(continued)

- 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 Schedule 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 a Customer's affiliate, subject to the assignee's satisfaction of the terms in Section 5.4.3, 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 A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) Effective October 1, 2021, this Agreement amends and restates Contract #6129, as in effect pursuant to an amendment effective January 1, 2019, 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.

character.

Contract #451

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

EXHIBIT A

Primary Paths

From: WASKOM - EGT #808527

To: BISMARCK CITY OF #90235

TRUNKLINE GAS RECEIPT #12817

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 105 Dth/D

On any given day, the customer is entitled to the greater of 105 Dth or .10% of available West Line capacity.

Rate Zone Capacities

Field Zone	409 Dth/D
Market Zone	567 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>
GULF SOUTH PERRYVILLE #808760	304 Dth/D	BISMARCK CITY OF #90235	567 Dth/D
SLIGO #90386	50 Dth/D		
WASKOM - EGT #808527	55 Dth/D		
TRUNKLINE GAS RECEIPT #12817	41 Dth/D		
NGPL @ SHATTUC/CLINTON #805588	117 Dth/D		

Primary Delivery Point(s) Max.

* 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

CITY OF BISMARCK, MISSOURI

By: Steven G. Tramonte
Steven G. Tramonte (Oct 1, 2021 08:20 CDT)
 Name: Steven G. Tramonte
 Title: VP, Commercial Transportation & Storage
 Date: _____

By: [Signature]
 Name: Mayor
 Title: MAYOR
 Date: Sept 14 2021

MCS
MCS

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

CITY OF BISMARCK, MISSOURI

Contract #451

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

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 all charges: 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 those specified on Exhibit A as in effect on the date hereof.
- (d) Description of Rate: Negotiated Rate X Discounted Rate _____
For the period July 1, 2021 through December 31, 2021, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a Usage Charge of \$0.4337 per Dth for the Market Zone and \$0.1426 per Dth for the Field Zone.

For the period beginning January 1, 2022 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a Usage Charge of \$0.5027 per Dth for the Market Zone and \$0.1653 per Dth for the Field Zone.

Consistent with the foregoing, Customer shall also pay any applicable penalties, fees, surcharges and assessments.

Negotiated Rate _____
MRT and Customer agree that the

Contract #451

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

EXHIBIT B
(continued)

- (e) Term of Rate: Begin Date(s): October 1, 2021
End Date(s): The end of the day on July 31, 2024
- (f) Authorized Overrun: Any authorized overrun quantities shall be at the applicable 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 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

CITY OF BISMARCK, MISSOURI

By: Steven G. Tramonte
Name: Steven G. Tramonte
Title: VP, Commercial Transportation & Storage
Date: _____

By: [Signature]
Name: Mayor
Title: Mayor
Date: Sept 14 2021

MCS
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EFFECTIVE OCTOBER 1, 2021, SUPERSEDES EXHIBIT B EFFECTIVE JANUARY 1, 2019

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

~~Second-Third~~ Revised Volume Negotiated Rates and Non-Conforming

Agreements **Section 2.56, Version 0.0.01**

Effective January 1, 2019

Elementis Specialties, Inc. TSA No. 226 (RS FTS)

Option Code "A"

SUPERSEDING
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 Elementis Specialties, Inc., 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 November 1, 1993, as amended and restated January 1, 2019, subject to FERC approval

Primary Term End Date: The end of the day on October 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending October 31, 2024; 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): 461 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


Elementis Specialties, Inc.
William Lashley
5448 Manchester
St. Louis, MO 63110
E-mail: Bill.Lashley@elementis.com

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(continued)


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

By: 
Name: _____
Title: _____
Date: _____

ELEMENTIS SPECIALTIES, INC.

By: 
Name: William A. Lashley
Title: Plant Manager
Date: 1/31/2020

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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

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, Exhibits A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) Effective January 1, 2019, this Agreement supersedes and cancels Contract #226, as in effect pursuant to amendments dated November 1, 2016 and August 1, 2019, 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.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

Primary Path

January 1, 2019 - July 31, 2019

From: WASKOM - EGT #808527

TRUNKLINE GAS RECEIPT #12817

To: ELEMENTIS SPECIALTIES #805499

August 1, 2019 - October 31, 2024

From: WASKOM - EGT #808527

To: ELEMENTIS SPECIALTIES #805499

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 52 Dth/D

On any given day, Customer is entitled to the greater of 52 Dth or .05% of available West Line capacity.

Rate Zone Capacities

Field	237 Dth/D
Market	461 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>
January 1, 2019 - July 31, 2019			
TRUNKLINE GAS RECEIPT Meter #12817	120 Dth/D	ELEMENTIS SPECIALTIES Meter #805499	461 Dth/D
NGPL @ SHATTUC/CLINTON Meter #805588	12 Dth/D		
DUKE @ SUGAR CREEK Meter #805595	24 Dth/D		
WASKOM - EGT Meter #808527	15 Dth/D		
EASTRANS DCP CARTH MRT Meter #808641	13 Dth/D		
GLENDAL - EGT MKT RCPT Meter #808654	92 Dth/D		
GULF SOUTH PERRYVILLE Meter #808760	185 Dth/D		

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A
(continued)

August 1, 2019 - October 31, 2024

TGT BOARDWALK 132 Dth/D
Meter #90722

ELEMENTIS SPECIALTIES 461 Dth/D
Meter #805499

DUKE @ SUGAR CREEK 24 Dth/D
Meter #805595

WASKOM - EGT 15 Dth/D
Meter #808527

EASTRANS DCP CARTH MRT 13 Dth/D
Meter #808641

GLENDAL - EGT MKT RCPT 92 Dth/D
Meter #808654

GULF SOUTH PERRYVILLE 185 Dth/D
Meter #808760

* 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

ELEMENTIS SPECIALTIES, INC.

By: Tina Faraca (Feb 3, 2020)
Name: _____
Title: _____
Date: _____

By: William A. Leashley
Name: William A. Leashley
Title: Plant Manager
Date: 1/31/2020

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EFFECTIVE JANUARY 1, 2019, SUPERSEDES EXHIBIT A EFFECTIVE NOVEMBER 1, 2016 AND AUGUST 1, 2019

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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 those specified on Exhibit A as in effect on the date hereof.
- (d) **Description of Rate:** Negotiated Rate X Discounted Rate
For the period January 1, 2019 through July 31, 2019, 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 on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.1376 per Dth for the Market Zone with a Usage Charge of \$0.0085 per Dth and a base daily Reservation Charge of \$0.0531 per Dth for the Field Zone with a Usage Charge of \$0.0030 per Dth.

For the period beginning August 1, 2019 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.2119 per Dth for the Market Zone with a Usage Charge of \$0.0098 per Dth and a base daily Reservation Charge of 0.0698 per Dth for the Field Zone with a Usage Charge of \$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 October 31, 2024, Customer shall pay the Commission-approved maximum lawful Reservation Charge for FTS Market Zone service and/or Field Zone service, as applicable.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT B
(continued)

Consistent with the foregoing, 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.

- (e) Term of Rate: Begin Date(s): January 1, 2019
 End Date(s): The end of the day on October 31, 2024

- (f) Authorized Overrun:
The rate for up to 237 Dth/D from Receipt Points within the Field Zone to Delivery Points within the Market Zone shall be equal to 85% of the Maximum Rate Schedule ITS Tariff rate for Field Zone to Market Zone Usage Charges. Any other authorized overrun quantities shall be at the applicable 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 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.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT B
(continued)

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

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

ELEMENTIS SPECIALTIES, INC.

By: Tina Faraca
Name: _____
Title: _____
Date: _____

By: [Signature]
Name: Wiley A. Cashley
Title: Asst. Manager
Date: 1/31/2020

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EFFECTIVE January 1, 2019

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

~~Second-Third~~ Revised Volume Negotiated Rates and Non-Conforming

Agreements **Section 2.57, Version 0.0.01**

Effective January 1, 2019

Olin Corporation TSA No. 184 (RS FTS)

Option Code "A"

SUPERSEDING
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 Olin Corporation, a Virginia 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 November 1, 1993 as amended and restated January 1, 2019 subject to FERC approval

Primary Term End Date: The end of the day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending July 31, 2024 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): 3,000 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


For Notices to Customer:
Olin Corporation
Attn: Gretchen Joehl
600 Powder Mill Road
East Alton, Illinois 62024
Telephone: 618-258-3560
Facsimile: 618-251-3111
Email: GAJoehl@Olin.com

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(continued)

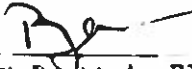
MRT's wire transfer information and addresses for notices and payments shall be located on MRT's Internet web site.

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

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

By: 
Name: Tina Faraca (Feb 17, 2020)
Title: _____
Date: _____

OLIN CORPORATION

By: 
Name: Brett A. Flaughter
Title: Vice President and President, Winchester
Date: 2/7/2020

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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

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

GENERAL TERMS AND CONDITIONS
(continued)

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 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 A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) This Agreement supersedes and cancels Contract #184 effective June 1, 2017 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 all 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.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

Primary Path
From: Delhi @ Harrison
#90571

To: Olin Corporation
#805498

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 5 Dth/D

On any given day, Customer is entitled to the greater of 5 Dth or .005% of available West Line capacity.


Rate Zone Capacity

Field	3,000 Dth/D
Market	3,000 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>
Gulf South Perryville #808760	2,995	Olin Corporation #805498	3,000
Delhi @ Harrison #90571	5		

* 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: 
Name: Tina Faraca (Feb 17, 2020)
Title: _____
Date: _____

OLIN CORPORATION

By: 
Name: Brett A. Flaugh
Title: Vice President and President, Winchester
Date: 2/7/2020

EFFECTIVE JANUARY 1, 2019 SUPERSEDES EXHIBIT A EFFECTIVE JUNE 1, 2017

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SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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 those specified on Exhibit A as in effect on the date hereof.
- (d) Description of Rate: Negotiated Rate ☒ Discounted Rate _____ (Check one)
For the period January 1, 2019 through July 31, 2019, 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 on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.1376 per Dth for the Market Zone with a Usage Charge of \$0.0085 per Dth and a base daily Reservation Charge of \$0.0531 per Dth for the Field Zone with a Usage Charge of \$0.0030 per Dth.

For the period beginning August 1, 2019 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.2119 per Dth for the Market Zone with a Usage Charge of \$0.0098 per Dth and a base daily Reservation Charge of \$0.0698 per Dth for the Field Zone with a Usage Charge of \$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.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT B
(continued)

Consistent with the foregoing, 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 also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.

- (e) Term of Rate: Begin Date(s): January 1, 2019
 End Date(s): The end of the day on July 31, 2024

- f) Authorized Overrun: The rate for up to 3,000 Dth/d from Receipt Points within the Field Zone to Delivery Points within the Market Zone shall be equal to 85% of the Maximum Rate Schedule ITS Tariff rate for Field Zone to Market Zone Usage Charges. Any other authorized overrun quantities shall be at the applicable 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 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.

Contract # 184

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

OLIN CORPORATION

By: 

Name: Tina Faraca (Feb 17, 2020)

Title: Tina Faraca (Feb 17, 2020)

Date: _____

By: 

Name: Brett A. Flaughner

Title: Vice President and President, Winchester

Date: 2/7/2020

EFFECTIVE JANUARY 1, 2019

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Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

~~Second-Third~~ Revised Volume Negotiated Rates and Non-Conforming

Agreements **Section 2.58, Version 0.0.01**

Effective January 1, 2019

Olin Corporation TSA No. 3699 (RS FTS)

Option Code "A"

SUPERSEDING
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 Olin Corporation, a Virginia 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, 2004 as amended and restated January 1, 2019 subject to FERC approval

Primary Term End Date: The end of the day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending July 31, 2024 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): 750 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

For Notices to Customer:

Olin Corporation

Attn: Gretchen Joehl

600 Powder Mill Road

East Alton, Illinois 62024

Telephone: 618-258-3560

Facsimile: 618-251-3111

Email: GAJoehl@Olin.com

Contract # 3699

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(continued)

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

By: 

Name:

Title: Tina Faraca (Feb 17, 2020)

Date: _____

OLIN CORPORATION

By: 

Name: Brett A. Flaugh

Title: Vice President and President, Winchester

Date: 2/7/2020

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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

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

GENERAL TERMS AND CONDITIONS
(continued)

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 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 A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) This Agreement supersedes and cancels Contract #3699 effective May 1, 2014 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 all 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.

Contract # 3699

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

Primary Path
From: Perryville DISP - EGT
#12993

To: Olin Corporation
#805498

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.

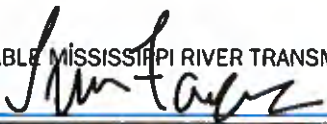
Rate Zone Capacity

Field	750 Dth/D
Market	750 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>
Perryville DISP - EGT #12993	750	Olin Corporation #805498	750

* 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: 
Name: Tina Faraca (Feb 17, 2020)
Title: _____
Date: _____

OLIN CORPORATION

By: 
Name: Brett A. Flaughner
Title: Vice President and President, Winchester
Date: 2/7/2020

EFFECTIVE JANUARY 1, 2019 SUPERSEDES EXHIBIT A EFFECTIVE MAY 1, 2014

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SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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 those specified on Exhibit A as in effect on the date hereof.
- (d) **Description of Rate:** Negotiated Rate ☒ Discounted Rate ☐ (Check one)
For the period January 1, 2019 through July 31, 2019, 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 on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.1376 per Dth for the Market Zone with a Usage Charge of \$0.0085 per Dth and a base daily Reservation Charge of \$0.0531 per Dth for the Field Zone with a Usage Charge of \$0.0030 per Dth.

For the period beginning August 1, 2019 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.2119 per Dth for the Market Zone with a Usage Charge of \$0.0098 per Dth and a base daily Reservation Charge of \$0.0698 per Dth for the Field Zone with a Usage Charge of \$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.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT B
(continued)

Consistent with the foregoing, 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 also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.

- (e) Term of Rate: Begin Date(s): January 1, 2019
 End Date(s): The end of the day on July 31, 2024

- (f) Authorized Overrun:
The rate for up to 750 Dth/d from Receipt Points within the Field Zone to Delivery Points within the Market Zone shall be equal to 85% of the Maximum Rate Schedule ITS Tariff rate for Field Zone to Market Zone Usage Charges. Any other authorized overrun quantities shall be at the applicable 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.

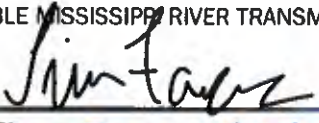
 - (ii) Regulatory Authority: This Exhibit B is subject to Section 30 of the GT&C of MRT's Tariff. MRT and Customer hereby acknowledge that this Exhibit B is subject to all valid and applicable federal and local laws and to the orders, rules and regulations of any constituted federal or local regulatory 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 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.

Contract # 3699

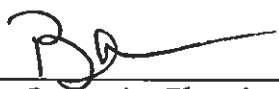
SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

By: 
Name: Tina Faraca (Feb 17, 2020)
Title:
Date:

OLIN CORPORATION

By: 
Name: Brett A. Flaughner
Title: Vice President and President, Winchester
Date: 2/7/2020

EFFECTIVE JANUARY 1, 2019


BD


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Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

~~Second-Third~~ Revised Volume Negotiated Rates and Non-Conforming

Agreements **Section 2.59, Version 0.0.01**

Effective January 1, 2019

City or Red Bud TSA No. 351 (RS FTS)

Option Code "A"

**SUPERSEDING
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 City of Red Bud, Illinois, a municipal 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 November 1, 1993, as amended and restated January 1, 2019, subject to FERC approval

Primary Term End Date: The end of the day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending July 31, 2024; 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): 829 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

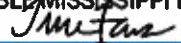
City of Red Bud, IL
Mayor Tim Lowry
200 East Market Street
Red Bud, IL 62278
Telephone: 618.282.2315
Fax: 618.282.4344
Email: mayor@cityofredbud.org

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(continued)


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

By: 
By: Tina Faraca (Feb 8, 2020)
Name: Tina V. Faraca
Title: Sr. Vice President and Chief Commercial Officer
Date: 2-8-2020

CITY OF RED BUD, ILLINOIS,

By: 
By: Timothy R Lowrey
Name: MAYOR
Title: 1/7/2019
Date: 1/7/2019


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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 LUGF.
- 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 LUGF 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

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

**GENERAL TERMS AND CONDITIONS
(continued)**

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 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 A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) This Agreement supersedes and cancels Contract #351 as effective July 1, 2014 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 all 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.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

Primary Path

From: Gulf South Perryville #808760

To: Red Bud City of #90220

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.

Rate Zone Capacities

Field	829 Dth/D
Market	829 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>
Gulf South Perryville Meter #808760	829	Red Bud City of Meter #90220	829

* 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: *Tina V. Faraca*
 Name: Tina V. Faraca
 Title: Sr. Vice President and Chief Commercial Officer
 Date: 2-8-2020

CITY OF RED BUD, ILLINOIS

By: *Timothy R. Loney*
 Name: Timothy R. Loney
 Title: Mayor
 Date: 1/7/2020

EFFECTIVE JANUARY 1, 2019, SUPERSEDES EXHIBIT A EFFECTIVE JULY 1, 2014

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SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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 those specified on Exhibit A as in effect on the date hereof.
- (d) **Description of Rate:** Negotiated Rate X Discounted Rate _____ (Check one)
For the period January 1, 2019 through July 31, 2019, 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 on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.1376 per Dth for the Market Zone with a Usage Charge of \$0.0085 per Dth and a base daily Reservation Charge of \$0.0531 per Dth for the Field Zone with a Usage Charge of \$0.0030 per Dth.

For the period beginning August 1, 2019 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.2119 per Dth for the Market Zone with a Usage Charge of \$0.0098 per Dth and a base daily Reservation Charge of \$0.0698 per Dth for the Field Zone with a Usage Charge of \$0.0031 per Dth.

Consistent with the foregoing, 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 also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.

- (e) **Term of Rate:** Begin Date(s): January 1, 2019
End Date(s): The end of the day on July 31, 2024


SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT B
(continued)

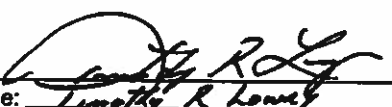
- (f) **Authorized Overrun:**
Any authorized overrun quantities shall be at the applicable maximum Tariff rate.
- (g) **Rate-Related Provisions:**
- (i) **Consideration for Rate Granted:** MRT agrees to the rates specified in this Exhibit B in exchange for Customer's agreement to forego credits or other 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 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

By: 
Name: Tina V. Faraca
Title: Sr. Vice President and Chief Commercial Officer
Date: 2-8-2020

CITY OF RED BUD, ILLINOIS

By: 
Name: Timothy R. Lowery
Title: MAYOR
Date: 1/7/2020

MCS
MCS

EFFECTIVE JANUARY 1, 2019

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Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

~~Second-Third~~ Revised Volume Negotiated Rates and Non-Conforming

Agreements **Section 2.60, Version 0.0.01**

Effective January 1, 2019

City or Red Bud TSA No. 1020 (RS FTS)

Option Code "A"

**SUPERSEDING
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 City of Red Bud, Illinois, a municipal 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 16, 1995, as amended and restated January 1, 2019, subject to FERC approval

Primary Term End Date: The end of the day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending July 31, 2024; 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): 258 Dth/D

Rate Zone Capacities: See Exhibit A

Such service by MRT shall be during the period from May 16 through November 15 only.

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

City of Red Bud, IL
Mayor Tim Lowry
200 East Market Street
Red Bud, IL 62278
Telephone: 618.282.2315
Fax: 618.282.4344
Email: mayor@cityofredbud.org

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(continued)

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

By: Tina Faraca
By: Tina Faraca (Feb 12, 2020)

Name: Tina V. Faraca

Title: Sr. Vice President and Chief Commercial Officer

Date: 2-12-2020

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CITY OF RED BUD, ILLINOIS

By: [Signature]

Name: Timothy R. Landry

Title: Mayor

Date: 1/7/2020

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 LUG.
- 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 LUG 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

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

GENERAL TERMS AND CONDITIONS
(continued)

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 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 A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) Effective January 1, 2019, this Agreement supersedes and cancels Contract #1020 as in effect pursuant to an amendment effective May 16, 2017 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 all 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.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

Primary Path

From: Glendale - EGT Meter #805547

To: Storage Meter #805607

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.

Rate Zone Capacity

Field	258 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 Meter #805547	258	Storage Meter #805607	258

* 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.

Such service by MRT shall be offered during the time period from May 16 through November 15 only.

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

By: Tina Faraca (Feb 12, 2020)

Name: Tina V. Faraca

Title: Sr. Vice President and Chief Commercial Officer

Date: 2-12-2020

CITY OF RED BUD, ILLINOIS

By: Timothy R. LemaireName: Timothy R. LemaireTitle: MayorDate: 1/7/2020

EFFECTIVE JANUARY 1, 2019, SUPERSEDES EXHIBIT A EFFECTIVE MAY 16, 2017

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

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 those specified on Exhibit A as in effect on the date hereof.
- (d) **Description of Rate:** Negotiated Rate X Discounted Rate (Check one)
For the period January 1, 2019 through July 31, 2019, 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 on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.0531 per Dth for the Field Zone with a Usage Charge of \$0.0030 per Dth.

For the period beginning August 1, 2019 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.0698 per Dth for the Field Zone with a Usage Charge of \$0.0031 per Dth.

Consistent with the foregoing, 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 also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.

- (e) **Term of Rate:** Begin Date(s): January 1, 2019
End Date(s): The end of the day on July 31, 2024

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT B
(continued)

- (f) **Authorized Overrun:**
Any authorized overrun quantities shall be at the applicable 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 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

CITY OF RED BUD, ILLINOIS

Tina Faraca
By: Tina Faraca (Feb 12, 2020)

Name: Tina V. Faraca
Title: Sr. Vice President and Chief Commercial Officer
Date: 2-12-2020

Timothy R. Lowery
By: Timothy R. Lowery
Name: Timothy R. Lowery
Title: Mayor
Date: 1/7/2020

MCS
MCS

EFFECTIVE JANUARY 1, 2019

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Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

~~Second-Third~~ Revised Volume Negotiated Rates and Non-Conforming

Agreements **Section 2.61, Version 1.0.01**

Effective June 9, 2021

City or Red Bud TSA No. 460 (RS SCT)

Option Code "A"

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

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 City of Red Bud, Illinois, a municipal 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 November 1, 1993, as amended and restated June 9, 2021, subject to FERC approval

Primary Term End Date: The end of the day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of June 9, 2021 and shall continue for a primary term ending July 31, 2024; 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): 1,520 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 SCT. 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

City of Red Bud, Illinois
Mayor Tim Lowry
200 East Market Street
Red Bud, IL 62278
Telephone: 618.282.2315
Fax: 618.282.4344
Email: mayor@cityofredbud.org

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


AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT
(continued)

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

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

By: Michael C. Stoll
Michael C. Stoll (Jun 8, 2021 19:57 EDT)
Name: Michael C. Stoll
Title: Sr. Director, Commercial - T&S
Date: Jun 8, 2021

CITY OF RED BUD, ILLINOIS

By: 
Name: Timothy Lounsbury
Title: Mayor
Date: 6-8-2021

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

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 SCT 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.

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

GENERAL TERMS AND CONDITIONS
(continued)

- 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 Schedule 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 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 A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) This Agreement amends and restates the Superseding Amended and Restated Agreement effective January 1, 2019 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.

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

EXHIBIT A

Primary Paths

From: Waskom - EGT Meter #808527
Trunkline Gas Receipt Meter #12817

To: City of Red Bud Meter #90220

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 172 Dth/D

On any given day, the customer is entitled to the greater of 172 Dth or .17% of available West Line capacity.

Rate Zone Capacities

Field	930 Dth/D
Market	1,520 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>
Trunkline Gas Receipt Meter #12817	397	City of Red Bud Meter #90220	1,520
Sligo Meter #90386	82		
Glendale - EGT FLD RCPT Meter #805547	150		
NGPL @ Shattuc/Clinton Meter #805588	39		
Storage Meter #805588	930		
Waskom - EGT Meter #808527	90		
Glendale - EGT MKT RCPT Meter #808654	154		
Gulf South Perryville Meter #808760	608		

* 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
Michael C. Stoll (Jun 8, 2021 19:57 EDT)
 Name: Michael C. Stoll
 Title: Sr. Director, Commercial - T&S
 Date: Jun 8, 2021

CITY OF RED BUD, ILLINOIS

By: [Signature]
 Name: Tommy L. Campbell
 Title: Mayor
 Date: 6-8-2021

EFFECTIVE JUNE 9, 2021 SUPERSEDES EXHIBIT A EFFECTIVE JANUARY 1, 2019

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

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 those specified on Exhibit A as in effect on the date hereof.
- (d) **Description of Rate:** Negotiated Rate X Discounted Rate (Check one)
For the period beginning June 9, 2021 through December 31, 2021, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a Usage Charge of \$0.4337 per Dth for the Market Zone and \$0.1426 per Dth for the Field Zone.

For the period beginning January 1, 2022 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a Usage Charge of \$0.5027 per Dth for the Market Zone and \$0.1653 per Dth for the Field Zone.

Consistent with the foregoing, Customer shall also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

EXHIBIT B
(continued)

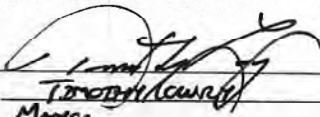
- (e) Term of Rate: Begin Date(s): June 9, 2021
End Date(s): The end of the day on July 31, 2024
- (f) Authorized Overrun: Any authorized overrun quantities shall be at the applicable maximum Tariff rate.
- (g) Rate-Related Provisions:
- (i) Consideration for Rate Granted: MRT agrees to the rates specified 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 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

CITY OF RED BUD, ILLINOIS

By: Michael C. Stoll
Michael C. Stoll (Jun 8, 2021 19:57 EDT)
 Name: Michael C. Stoll
 Title: Sr. Director, Commercial - T&S
 Date: Jun 8, 2021

By: 
 Name: Mayor
 Title: Mayor
 Date: 6-8-2021

EFFECTIVE JUNE 9, 2021. SUPERSEDES EXHIBIT B EFFECTIVE JANUARY 1, 2019

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

~~Second-Third~~ Revised Volume Negotiated Rates and Non-Conforming

Agreements **Section 2.62, Version 0.0.01**

Effective January 1, 2019

City or Red Bud TSA No. 515 (RS FSS)

Option Code "A"

**SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS**

This STORAGE SERVICE AGREEMENT, hereinafter referred to as "Agreement," made and entered into by and between Enable Mississippi River Transmission, LLC, a Delaware limited liability company, hereinafter called "MRT," and City of Red Bud, Illinois, a municipal corporation, hereinafter called "Customer."

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

1) TERM

Effective Date: Originally November 1, 1993, as amended and restated January 1, 2019, subject to FERC approval

Primary Term End Date: The end of the day on May 15, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending May 15, 2024; 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 Stored Quantity (MSQ): 53,379 Dth
(Based on a heat content of 1,020 Btu per Cubic Foot)

Maximum Daily Withdrawal Quantity (MDWQ): 930 Dth

3) RATE

Service hereunder shall be provided pursuant to Rate Schedule FSS. 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 A, or other format provided for in MRT's Tariff, in effect during the term of this Agreement or in a capacity release award.

4) ADDRESSES:

City of Red Bud, IL
Mayor Tim Lowry
200 East Market Street
Red Bud, IL 62278
Telephone: 618.282.2315
Fax: 618.282.4344
Email: mayor@cityofredbud.org

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

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS
(continued)

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

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

CITY OF RED BUD, ILLINOIS

By: *Tina Faraca*
By: Tina Faraca (Feb 12, 2020)

By: *Timothy R. Lawry*
By: Timothy R. Lawry

Name: Tina V. Faraca

Name: Timothy R. Lawry

Title: Sr. Vice President and Chief Commercial Officer

Title: MAYOR

Date: 2-12-2020

Date: 1/7/2020

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SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

GENERAL TERMS AND CONDITIONS

- 1) Upon termination hereof for whatever reason, Customer agrees to stop delivering gas to MRT for storage 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, as 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 (including withdrawal of stored quantities) 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' written notice to Customer, may suspend further injections and/or withdrawals 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 injections and/or withdrawals of gas on behalf of Customer.
- 4) Service hereunder shall be provided pursuant to Rate Schedule FSS 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 set forth in MRT's Tariff, as on file and in effect from time to time, and such provisions are incorporated herein by this reference. Any curtailment of storage service hereunder shall be in accordance with the priorities set out in the GT&C. To the extent not inconsistent with effective law, MRT shall have the right to determine the priority and/or scheduling of the storage service under this Agreement and to revise the priority and/or scheduling of this storage 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) 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 Schedule FSS 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 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.

**SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS**

**GENERAL TERMS AND CONDITIONS
(continued)**

- 8) 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.
- 9) 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.
- 10) 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.
- 11) For service at rates other than MRT's applicable maximum Tariff rates, Exhibit A attached hereto is incorporated into this Agreement in its entirety.
- 12) Effective January 1, 2019 this Agreement supersedes and cancels Contract # 515 as in effect pursuant to an amendment effective May 16, 2015 between the parties hereto.
- 13) Pursuant to Section 15.8, GT&C of MRT's Tariff, the parties have agreed to an extension of the term with respect to all of the capacity previously committed under this Agreement.
- 14) 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 in MRT's Tariff.

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

EXHIBIT A

Customer agrees to pay the rates specified on this Exhibit A 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 specified above, the storage rates and charges as defined below for the specified services provided under the Agreement only apply to the quantities and/or time periods described herein. 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 LUGG allowances or charges in such quantities or amounts as authorized from time to time by MRT's Tariff and shall pay any applicable charges, penalties, surcharges, fees, taxes, assessments 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 A 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 earlier than the end of the month following the month in which such termination notice is received.
- (c) **Description of Rate:** Negotiated Rate X Discounted Rate (Check one)

MRT shall bill and Customer shall pay the following rates for service under the Agreement up to the applicable contract limitations (as in effect on the Begin Date of this Exhibit A):

January 1, 2019 - July 31, 2019
Deliverability Charge of \$1.2586 per month;
Capacity Charge of \$0.2788 annually; and
Injection/Withdrawal Rates of \$0.0163 per Dth.

August 1, 2019 - May 15, 2024
Deliverability Charge of \$1.6368 per month;
Capacity Charge of \$0.3695 annually; and
Injection/Withdrawal Rates of \$0.0221 per Dth.

The specified rates are not subject to refund or reduction if in excess of the maximum, or increased if less than the minimum, otherwise allowed.

- (d) **Term of Rate:** Begin Date(s): January 1, 2019
End Date(s): May 15, 2024
- (e) **Authorized Overrun:** Any authorized overrun quantities shall be at the applicable maximum Tariff rates.
- (f) **Rate-Related Provisions:**
- (i) **Consideration for Rate Granted:** MRT agrees to the rates specified in this Exhibit A 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 A 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 General Terms and Conditions of MRT's Tariff, and (2) capacity release credits) from rates, refunds or

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS
Exhibit A
(continued)

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, it will have the right to immediately terminate or modify any provisions of this Exhibit A that would allow Customer to pay amounts less than the maximum applicable tariff rate.

- (ii) **Regulatory Authority:** This Exhibit A is subject to Section 30 of the GT&C of MRT's Tariff. MRT and Customer hereby acknowledge that this Exhibit A 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 Exhibit A 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 that is inconsistent with the terms of this Exhibit A, or (2) conditions or prohibits the granting of selective discounts or other rates specified in paragraph (c) of this Exhibit A, 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 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

CITY OF RED BUD, ILLINOIS

Tina Faraca
By: Tina Faraca (Feb 12, 2020)
Name: Tina V. Faraca
Title: Sr. Vice President and Chief Commercial Officer
Date: 2-12-2020

Timothy R. Lourey
By: Timothy R. Lourey
Name: Mayor
Title: Mayor
Date: 1/7/2020

MCS
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EFFECTIVE JANUARY 1, 2019

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Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

~~Second-Third~~ Revised Volume Negotiated Rates and Non-Conforming

Agreements **Section 2.63, Version 0.0.01**

Effective January 1, 2019

City or Waterloo TSA No. 305 (RS FTS)

Option Code "A"

**SUPERSEDING
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 City of Waterloo, Illinois, a municipal 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 November 1, 1993, as amended and restated January 1, 2019, subject to FERC approval

Primary Term End Date: The end of the day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending July 31, 2024; 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): 1,811 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

Mayor
City of Waterloo
100 West Fourth Street
Waterloo, IL 62298
Phone: 618-939-8600
Facsimile: 618-939-8988

Contract # 305

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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

By: Tina Faraca
Name: Tina V. Faraca
Title: Chief Commercial Officer
Date: 2-26-2020

CITY OF WATERLOO, ILLINOIS

By: Thomas Smith
Name: Thomas Smith
Title: Mayor
Date: Jan-1, 2020

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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

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

GENERAL TERMS AND CONDITIONS
(continued)

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 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 A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) This Agreement supersedes and cancels Contract #305 as effective January 1, 2019 and August 1, 2019 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.

SUPERSEDING
AMENDED AND RESTATED
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FOR RATE SCHEDULE FTS
EXHIBIT A

Contract # 305

Primary Path

From: Perryville Disp - EGT Meter #12993

To: City of Waterloo Meter #12963

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.

<u>Primary Receipt Point(s)</u>	<u>Maximum Quantity (Dth/D)*</u>	<u>Primary Delivery Point(s)</u>	<u>Maximum Quantity (Dth/D)*</u>
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January 1, 2019 - July 31, 2019:

Rate Zone Capacities

Market	1,811 Dth/D
Field	680 Dth/D

Perryville Disp - EGT #12993	500	City of Waterloo #12963	1,811
Glendale - EGT FLD RCPT #805547	180		
Glendale - EGT MKT RCPT #808654	426		
Trunkline Gas Receipt #12817	205		
NGPL @ Shattuc/Clinton #805588	500		
Storage #805607	680		

August 1, 2019 - July 31, 2024:

Rate Zone Capacities

Market	1,811 Dth/D
Field	680 Dth/D

Perryville Disp - EGT #12993	500	City of Waterloo #12963	1,811
TGT Boardwalk #90722	705		
Storage #805607	680		
Glendale - EGT FLD RCPT #805547	180		
Glendale - EGT MKT RCPT #808654	426		

* 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: Tina Faraca
Name: Tina V. Faraca
Title: Chief Commercial Officer
Date: 2-26-2020

CITY OF WATERLOO, ILLINOIS

By: Thomas Smith
Name: Thomas Smith
Title: Mayor
Date: Jan 1, 2020

EFFECTIVE JANUARY 1, 2019, SUPERSEDES EXHIBIT A EFFECTIVE JANUARY 1, 2019 AND AUGUST 1, 2019

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SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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 those specified on Exhibit A as in effect on the date hereof.
- (d) **Description of Rate:** Negotiated Rate X Discounted Rate (Check one)
For the period January 1, 2019 through July 31, 2019, 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 on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.1376 per Dth for the Market Zone with a Usage Charge of \$0.0085 per Dth and a base daily Reservation Charge of \$0.0531 per Dth for the Field Zone with a Usage Charge of \$0.0030 per Dth.
- For the period beginning August 1, 2019 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.2119 per Dth for the Market Zone with a Usage Charge of \$0.0098 per Dth and a base daily Reservation Charge of \$0.0698 per Dth for the Field Zone with a Usage Charge of \$0.0031 per Dth.
- Consistent with the foregoing, 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 also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.
- (e) **Term of Rate:** Begin Date(s): January 1, 2019
End Date(s): The end of the day on July 31, 2024

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT B
(continued)

- (f) Authorized Overrun: Any authorized overrun quantities shall be at the applicable 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 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

CITY OF WATERLOO, ILLINOIS

By: Tina Faraca
 Name: Tina V. Faraca
 Title: Chief Commercial Officer
 Date: 2-26-2020

By: Thomas Smith
 Name: Thomas Smith
 Title: Mayor
 Date: Jan 1, 2020

EFFECTIVE JANUARY 1, 2019, SUPERSEDES EXHIBIT A EFFECTIVE JANUARY 1, 2019 AND AUGUST 1, 2019

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Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

~~Second-Third~~ Revised Volume Negotiated Rates and Non-Conforming

Agreements **Section 2.64, Version 0.0.01**

Effective January 1, 2019

City or Waterloo TSA No. 1042 (RS FTS)

Option Code "A"

**SUPERSEDING
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 City of Waterloo, Illinois, a municipal 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 16, 1995, as amended and restated January 1, 2019, subject to FERC approval

Primary Term End Date: The end of the day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending July 31, 2024; 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): 149 Dth/D

Rate Zone Capacities: See Exhibit A

Such service by MRT shall be during the period from May 16 through November 15 only.

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

Mayor
City of Waterloo
100 West Fourth Street
Waterloo, IL 62298
Phone: 618.939.8600
Facsimile: 618.939.8988

Contract # 1042

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(continued)

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

By: Tina Faraca
Name: Tina V. Faraca
Title: Chief Commercial Officer
Date: 2-26-2020

CITY OF WATERLOO, ILLINOIS

By: Thomas Smith
Name: Thomas Smith
Title: Mayor
Date: Jan 1, 2020

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SUPERSEDING
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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

SUPERSEDING
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TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

GENERAL TERMS AND CONDITIONS
(continued)

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 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 A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) Effective January 1, 2019, this Agreement supersedes and cancels Contract #1042 as in effect pursuant to an amendment effective November 16, 2017 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 all 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.

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FOR RATE SCHEDULE FTS**

EXHIBIT A

Primary Path

From: Glendale - EGT FLD RCPT Meter #805547

To: Storage Meter #805607

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.

Rate Zone Capacity

Field 149 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 Meter #805547	149	Storage Meter #805607	149

* 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.

Such service by MRT shall be offered during the time period from May 16 through November 15 only.

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

By: Tina Faraca
 Name: Tina V. Faraca
 Title: Chief Commercial Officer
 Date: 2-24-2020

CITY OF WATERLOO, ILLINOIS

By: Thomas Smith
 Name: Thomas Smith
 Title: Mayor
 Date: Jan 1, 2020

EFFECTIVE JANUARY 1, 2019, SUPERSEDES EXHIBIT A EFFECTIVE NOVEMBER 16, 2017

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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 those specified on Exhibit A as in effect on the date hereof.
- (d) **Description of Rate:** Negotiated Rate X Discounted Rate _____ (Check one)
For the period January 1, 2019 through July 31, 2019, 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 on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.0531 per Dth for the Field Zone with a Usage Charge of \$0.0030 per Dth.

For the period beginning August 1, 2019 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.0698 per Dth for the Field Zone with a Usage Charge of \$0.0031 per Dth.

Consistent with the foregoing, 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 also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.
- (e) **Term of Rate:** Begin Date(s): January 1, 2019
End Date(s): The end of the day on July 31, 2024

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT B
(continued)

- (f) Authorized Overrun:
Any authorized overrun quantities shall be at the applicable 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 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

CITY OF WATERLOO, ILLINOIS

By: *Tina Faraca*
 Name: Tina V. Faraca
 Title: Chief Commercial Officer
 Date: 2-26-2020

By: *Thomas Smith*
 Name: Thomas Smith
 Title: Mayor
 Date: JAN 1, 2020

EFFECTIVE JANUARY 1, 2019, SUPERSEDES EXHIBIT A EFFECTIVE NOVEMBER 16, 2017

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Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

~~Second-Third~~ Revised Volume Negotiated Rates and Non-Conforming

Agreements **Section 2.65, Version 1.0.01**

Effective October 1, 2021

City of Waterloo TSA No. 461 (RS SCT)

Option Code "A"

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

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 City of Waterloo, Illinois, a municipal 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 November 1, 1993, as amended and restated October 1, 2021, subject to FERC approval

Primary Term End Date: The end of the day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of October 1, 2021 and shall continue for a primary term ending July 31, 2024; 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): 2,962 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 SCT. 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

Mayor
City of Waterloo
100 West Fourth Street
Waterloo, IL 62298
Phone: 618.939.8600
Facsimile: 618.939.8988

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

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT
(continued)

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

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

CITY OF WATERLOO, ILLINOIS

By: Michael C. Stoll
Name: Michael C. Stoll
Title: Sr. Director, Commercial - T&S
Date: Sep 9, 2021

By: TH
Name: Thomas Smith
Title: Mayor
Date: 9-7-2021

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

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 SCT 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.

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

GENERAL TERMS AND CONDITIONS
(continued)

- 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 Schedule 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 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 A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) This Agreement amends and restates the Superseding Amended and Restated Agreement effective January 1, 2019 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.

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

EXHIBIT A

Primary Paths

From: Waskom – EGT Meter #808527
Trunkline Gas Receipt Meter #012817

To: City of Waterloo Meter #12963

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 335 Dth/D

On any given day, the customer is entitled to the greater of 335 Dth or .33% of available West Line capacity.

Rate Zone Capacities

Market	2,962 Dth/D
Field	2,112 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>
NGPL @ Shattuc/Cling Meter #805588	77	City of Waterloo Meter #12963	2,962
Trunkline Gas Receipt Meter #012817	773		
Sligo Meter #90386	160		
Gulf South Perryville Meter #808760	1,183		
Waskom – EGT Meter #808527	175		
Glendale – EGT FLD RCPT Meter #805547	594		
Storage Meter #805607	1,045		

* 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
 Name: Michael C. Stoll
 Title: Sr. Director, Commercial – T&S
 Date: Sep 9, 2021

CITY OF WATERLOO, ILLINOIS

By: Thomas Smith
 Name: THOMAS SMITH
 Title: MAYOR
 Date: 9-7-2021

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

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

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 those specified on Exhibit A as in effect on the date hereof.
- (d) **Description of Rate:** Negotiated Rate X Discounted Rate (Check one)
For the period beginning October 1, 2021 through December 31, 2021, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a Usage Charge of \$0.4337 per Dth for the Market Zone and \$0.1426 per Dth for the Field Zone.

For the period beginning January 1, 2022 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a Usage Charge of \$0.5027 per Dth for the Market Zone and \$0.1653 per Dth for the Field Zone.

Consistent with the foregoing, Customer shall also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

EXHIBIT B
(continued)

- (e) Term of Rate: Begin Date(s): October 1, 2021
End Date(s): The end of the day on July 31, 2024
- (f) Authorized Overrun: Any authorized overrun quantities shall be at the applicable 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 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

By: Michael C. Stoll
Michael C. Stoll (Sep 9, 2021 15:45 CDT)
 Name: Michael C. Stoll
 Title: Sr. Director, Commercial - T&S
 Date: Sep 9, 2021

CITY OF WATERLOO, ILLINOIS

By: THOMAS SMITH
 Name: THOMAS SMITH
 Title: MAYOR
 Date: 9-7-2021

EFFECTIVE OCTOBER 1, 2021, SUPERSEDES EXHIBIT B EFFECTIVE JANUARY 1, 2019

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

~~Second-Third~~ Revised Volume Negotiated Rates and Non-Conforming

Agreements **Section 2.66, Version 0.0.01**

Effective January 1, 2019

City or Waterloo TSA No. 516 (RS FSS)

Option Code "A"

**SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS**

This STORAGE SERVICE AGREEMENT, hereinafter referred to as "Agreement," made and entered into by and between Enable Mississippi River Transmission, LLC, a Delaware limited liability company, hereinafter called "MRT," and City of Waterloo, Illinois, a municipal corporation, hereinafter called "Customer."

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

1) TERM

Effective Date: Originally November 1, 1993, as amended and restated January 1, 2019, subject to FERC approval

Primary Term End Date: The end of the day on May 15, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of January 1, 2019 and shall continue for a primary term ending May 15, 2024; 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 Stored Quantity (MSQ): 60,000 Dth
(Based on a heat content of 1,020 Btu per Cubic Foot)

Maximum Daily Withdrawal Quantity (MDWQ): 1,045 Dth

3) RATE

Service hereunder shall be provided pursuant to Rate Schedule FSS. 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 A, or other format provided for in MRT's Tariff, in effect during the term of this Agreement or in a capacity release award.

4) ADDRESSES:

Mayor
City of Waterloo
100 West Fourth Street
Waterloo, IL 62298
Phone: 618.939.8600
Facsimile: 618.939.8988

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

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS
(continued)

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

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

CITY OF WATERLOO, ILLINOIS

By: Tina Faraca
Name: Tina V. Faraca
Title: Chief Commercial Officer
Date: 2-26-2020

By: [Signature]
Name: Thomas Smith
Title: Mayor
Date: Jan 1 - 2020

BD
BD

MCS
MCS

ST
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SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

GENERAL TERMS AND CONDITIONS

- 1) Upon termination hereof for whatever reason, Customer agrees to stop delivering gas to MRT for storage 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, as 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 (including withdrawal of stored quantities) 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' written notice to Customer, may suspend further injections and/or withdrawals 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 injections and/or withdrawals of gas on behalf of Customer.
- 4) Service hereunder shall be provided pursuant to Rate Schedule FSS 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 set forth in MRT's Tariff, as on file and in effect from time to time, and such provisions are incorporated herein by this reference. Any curtailment of storage service hereunder shall be in accordance with the priorities set out in the GT&C. To the extent not inconsistent with effective law, MRT shall have the right to determine the priority and/or scheduling of the storage service under this Agreement and to revise the priority and/or scheduling of this storage 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) 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 Schedule FSS 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 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.

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS

GENERAL TERMS AND CONDITIONS
(continued)

- 8) 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.
- 9) 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.
- 10) 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.
- 11) For service at rates other than MRT's applicable maximum Tariff rates, Exhibit A attached hereto is incorporated into this Agreement in its entirety.
- 12) Effective January 1, 2019, this Agreement supersedes and cancels Contract #516 as in effect pursuant to an amendment effective May 16, 2015 between the parties hereto.
- 13) Pursuant to Section 15.8, GT&C of MRT's Tariff, the parties have agreed to an extension of the term with respect to all of the capacity previously committed under this Agreement.
- 14) 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 in MRT's Tariff.

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS
EXHIBIT A

Customer agrees to pay the rates specified on this Exhibit A 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 specified above, the storage rates and charges as defined below for the specified services provided under the Agreement only apply to the quantities and/or time periods described herein. 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 shall pay any applicable charges, penalties, surcharges, fees, taxes, assessments 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 A 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 earlier than the end of the month following the month in which such termination notice is received.
- (c) **Description of Rate:** Negotiated Rate X Discounted Rate (Check one)

MRT shall bill and Customer shall pay the following rates for service under the Agreement up to the applicable contract limitations (as in effect on the Begin Date of this Exhibit A):

January 1, 2019 - July 31, 2019
Deliverability Charge of \$1.2586 per month;
Capacity Charge of \$0.2788 annually; and
Injection/Withdrawal Rates of \$0.0163 per Dth.

August 1, 2019 - May 15, 2024
Deliverability Charge of \$1.6368 per month;
Capacity Charge of \$0.3695 annually; and
Injection/Withdrawal Rates of \$0.0221 per Dth.

The specified rates are not subject to refund or reduction if in excess of the maximum, or increased if less than the minimum, otherwise allowed.

- (d) **Term of Rate:** Begin Date(s): January 1, 2019
End Date(s): May 15, 2024
- (e) **Authorized Overrun:** Any authorized overrun quantities shall be at the applicable maximum Tariff rates.
- (f) **Rate-Related Provisions:**
- (i) **Consideration for Rate Granted:** MRT agrees to the rates specified in this Exhibit A 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 A 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 General Terms and Conditions of MRT's Tariff, and (2) capacity release credits) from rates, refunds or

SUPERSEDING
AMENDED AND RESTATED
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE FSS
EXHIBIT A
(continued)

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, it will have the right to immediately terminate or modify any provisions of this Exhibit A that would allow Customer to pay amounts less than the maximum applicable tariff rate.

- (ii) **Regulatory Authority:** This Exhibit A is subject to Section 30 of the GT&C of MRT's Tariff. MRT and Customer hereby acknowledge that this Exhibit A 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 Exhibit A 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 that is inconsistent with the terms of this Exhibit A, or (2) conditions or prohibits the granting of selective discounts or other rates specified in paragraph (c) of this Exhibit A, 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 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

CITY OF WATERLOO, ILLINOIS

Tina Faraca
By Tina Faraca (Feb 26, 2020)

Name: Tina V. Faraca
Title: Chief Commercial Officer
Date: 2-26-2020

By: [Signature]
Name: Thomas Smith
Title: Mayor
Date: Jan 1, 2020

EFFECTIVE JANUARY 1, 2019

BD
BD

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SECTION 3.0
ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC'S
NON-CONFORMING AGREEMENTS

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

~~Second-Third~~ Revised Volume Negotiated Rates and Non-Conforming
Agreements **Section 3.1, Version 0.0.01**

Effective January 1, 2018

WRB Refining, LP. TSA No. 6060 (RS FTS)

Option Code "A"

TRANSPORTATION SERVICE AGREEMENT

Contract #100042

This TRANSPORTATION SERVICE AGREEMENT, hereinafter referred to as "Agreement," is made and entered into on this 1st day of November, 2016, by and between Enable Illinois Intrastate Transmission, LLC, a Delaware limited liability company, hereinafter called "Transporter," and WRB Refining, LP a Delaware corporation, hereinafter called "Shipper."

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

1) TERM

Effective Date: November 1, 2016

Primary Term End Date: March 31, 2024

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): November through March :	25,000	Dth/d
Maximum Daily Quantity (MDQ): April through October:	0	Dth/d

3) RECEIPT AND DELIVERY POINTS

Receipt Point	Maximum Quantity*	Delivery Point(s)	Maximum Quantity*	Maximum Delivery Pressure
NGPL- Madison County (IL)	25,000 Dth/d during months of November through March only.	Wood River Refinery	25,000 Dth/d	240 psi
NGPL- Madison County (IL)	25,000 Dth/d during months of November through March Only.	Distilling West Refinery (Secondary)	25,000 Dth/d	180 psi

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

4) RATE

Service hereunder shall be provided pursuant to the Rate Schedule FTS of Transporter's Tariff. 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 specified in Transporter's Tariff, as on file and in effect from time to time, for services rendered hereunder, unless otherwise agreed in writing by Transporter and Shipper.

5) ADDRESSES

For Notices to Shipper:
Name: Contract Administration
Address: WRB Refining, LP
P.O. Box 2197
Houston, TX 77079-2197

Telephone: 281-293-2333
Facsimile: 281-293-5914

For Notices to Transporter:
14805 North Outer 40 Road, Suite 230
Chesterfield, MO 63017-6060
Facsimile: 314- 991-7600

Transporter Nominations (other
than electronic):
Transportation Services
Facsimile: 346-701-2905
E-mail:
VC_SchedulingInterstate@enablemidstream.com

For Bills to Shipper:
Name: Mary Brand, Financial Analyst
Address: WRB Refining, LP
P.O. Box 76
Roxana, IL 62084-0068

Telephone: 618-255-3202
Facsimile: 618-255-3011

For Payments to Transporter:
Attn: Accounting
14805 North Outer 40 Road
Suite 230
Chesterfield, MO 63028-6060

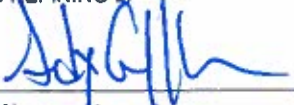
For Wire Transfer:
Chase Bank of Texas
Enable Illinois Intrastate Transmission, LLC
ABA 113000609
Account #0010-322-7816
Ref: Gas Transportation

Transporter Pipeline Operations:
Systems Control Department
1111 Louisiana St., Suite 1229
Houston, TX 77002
Telephone: 713- 207-9020

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written.

WRB REFINING LP

ENABLE ILLINOIS INTRASTATE TRANSMISSION, LLC

msk By: 

Name: Andy Giffhorn
Title: GM, Midstream Commercial & BD
Address: Phillips 66 Company

By: 

Name: Rodney J. Sailor
Title: President & Chief Executive Officer
Address: 14805 North Outer 40 Road, Suite 230
Chesterfield, MO 63017-6060

GENERAL TERMS AND CONDITIONS

- 1) Upon termination hereof for whatever reason, Shipper agrees to stop delivering gas to Transporter for transportation hereunder. In addition, upon termination of this Agreement, Shipper agrees that it will thereafter make no further demand for service hereunder and Transporter 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. Shipper agrees to cooperate with and assist Transporter 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 quantity imbalance hereunder nor relieve Shipper of its obligation to pay any monies due hereunder to Transporter.
- 3) In accordance with the terms and conditions of the General Terms and Conditions of Transporter's Tariff, (General Terms and Conditions), if Shipper fails to pay within thirty (30) days after payment is due all of the amount of any bill for service rendered by Transporter hereunder, Transporter, upon ten (10) days' prior written notice to Shipper, 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 the General Terms and Conditions.
- 4) Service hereunder shall be provided pursuant to the Rate Schedule FTS of Transporter's Tariff. Shipper will provide fuel in kind.
- 5) This Agreement shall be subject to the provisions of the applicable rate schedule as well as the General Terms and Conditions set forth in Transporter's Tariff, as on file and in effect from time to time, 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 Transporter's General Terms and Conditions. To the extent not inconsistent with effective law, Transporter 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) 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, as set forth in the General Terms and Conditions, in accordance with the Natural Gas Act or other applicable law.
- 7) Shipper may deliver or cause to be delivered to Transporter a maximum receipt point quantity at the Receipt Points described herein, and Transporter shall redeliver thermally equivalent quantities at the Delivery Points described herein which excludes a quantity of gas for Fuel Use and Loss. A maximum delivery point quantity is also specified for each Transporter delivery point. For firm service, the sum of all individual maximum receipt point quantities shall not exceed the maximum receipt point quantities in the aggregate. For firm service, the sum of all individual maximum delivery point quantities shall not exceed the maximum daily quantity set forth in this Agreement.
- 8) In the event that Transporter places on file with the Illinois Commerce Commission ("Commission") another rate schedule which may be applicable to service rendered hereunder, then Transporter, 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. Transporter 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 General Terms and Conditions, or to propose, file, and make effective superseding rate schedules and/or General Terms and Conditions, for the purpose of changing the rates, charges, and other provisions thereof effective as to Shipper.
- 9) This Agreement shall not be assigned by Shipper in whole or in part without Transporter's prior written consent, which consent shall not be unreasonably withheld. In addition to all other rights and remedies, Transporter may terminate the Agreement immediately if it is assigned by Shipper without Transporter'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 fully delivered when hand-delivered, telecopied, 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).
- 11) Each party shall notify the other in writing of the name, address, telephone number and telecopy number 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 and executed by authorized representatives of the parties. No waiver by either Shipper or Transporter 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.

EXHIBIT A

RATES

For each month that this Agreement is in effect, Shipper shall pay Transporter or cause Transporter to be paid for all services provided hereunder, in accordance with applicable provisions of Transporter's Tariff, provided however, that the rates applicable to all service provided hereunder shall be as follows:

Reservation Charge:	\$2.7375 /Dth of MDQ per Month
Usage Charge:	\$0.005/ Dth
Authorized Overrun Rate:	\$0.080 /Dth
Fuel and Losses:	To be paid by Shipper in kind in amounts equal to each month's actual fuel usage and gas losses, but not less than 0.0%, as measured by Transporter
Surcharges:	None, unless directed otherwise by the Illinois Commerce Commission as non-discountable

CONDITIONAL CREDIT AGAINST RESERVATION CHARGE

In the event that Shipper, for any day during any November through March period when this Agreement is in effect, utilizes interruptible transportation service on the interstate natural gas pipeline system of Enable Mississippi River Transmission, LLC ("MRT") and pays for such service pursuant to the MRT interruptible transportation service agreement (MRT ITS # 3808) effective August 1, 2016, then, for such day, Transporter shall apply a credit against the daily Reservation Charge that otherwise would apply to Shipper hereunder (the daily equivalent calculated as: $\$2.7375 \div 30.41667 = \$0.08999/\text{Dth per Day}$), reducing such daily Reservation Charge by an amount equivalent to the amount paid by Shipper to MRT for such interruptible transportation service, excluding nondiscountable surcharges, for such day; provided, however, that in no event shall Shipper's Reservation Charge hereunder be reduced below zero and such credit shall only apply to the daily Reservation Charges associated with the unused FT capacity contracted hereunder. For each day for which Shipper does not utilize and pay for such MRT interruptible transportation service, Shipper shall be obligated to pay the full Reservation Charge.

REGULATORY APPROVALS REQUIRED

The effectiveness of this Agreement is contingent upon the grant of any and all regulatory and other approvals required under applicable federal, state and local laws to effect the transportation services and other arrangements involving Transporter and Shipper contemplated herein. Shipper shall be obligated to take reasonable steps in consultation with Transporter to support, before applicable regulatory authorities, Transporter's efforts to secure necessary approvals for such services and related arrangements. In the event that any such regulatory authority rejects any part of this or any related agreement, or approves this or any related agreement subject to any condition or modification deemed unacceptable to either Transporter or Shipper, then such party may, by written notice to the regulatory authority and the other party no later than thirty (30) days following issuance of a final order that retains the offending condition or modification, terminate this and related agreements; provided, however, that in such event, the parties hereto 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 benefits of the transaction set out in this and related agreements.



ENable Mississippi River Transmission, LLC 1
4805 North Outer 40 Road, Suite 230
Chesterfield, MO 63017

November 9, 2017

VIA EMAIL

Mr. Andy Giffhorn
GM, Midstream Commercial & BD
WRB Refining, LP
P66 Houston Operations Center, N742-02
1075 W. Sam Houston Parkway, Suite 200
Houston, TX 77043

Re: Agreement to Assign Contract # 100042, dated as of November 1, 2016 between Enable Illinois Intrastate Transmission, LLC ("IIT") and WRB Refining, LP ("WRB") (the "WRB Agreement")

Dear Mr. Giffhorn:

IIT and WRB are parties to the WRB Agreement, under which IIT has agreed to transport natural gas on behalf of WRB pursuant to IIT's Tariff on file with the Illinois Commerce Commission. IIT and its affiliate Enable Mississippi River Transmission, LLC ("MRT") have agreed to a transaction by which MRT will acquire all of the natural gas pipeline facilities currently owned by IIT (the "IIT-MRT Transaction"). Effective on the date the IIT-MRT Transaction closes (the "Closing Date"), IIT will be dissolved.

Subject to the condition precedent set forth below, by this agreement (the "Assignment Agreement"), IIT, MRT, and WRB (the "Parties") agree that the WRB Agreement will be assigned from IIT to MRT with the assignment to be effective on the Closing Date. Starting on the Closing Date, MRT will provide transportation service to WRB pursuant to Rate Schedule FTS of MRT's FERC Gas Tariff (the "MRT Tariff"). To effectuate this assignment, and to ensure that the Parties retain the benefit of the bargain they reached as outlined in the WRB Agreement, the Parties agree that, effective on the Closing Date, the WRB Agreement will be interpreted and implemented as follows:

- (i) references in the WRB Agreement to "IIT" and "Transporter" will become references to "MRT";
- (ii) references in the WRB Agreement to IIT's Illinois Intrastate Tariff will become references to the MRT Tariff;
- (iii) terms in the WRB Agreement that are defined terms in the MRT Tariff will be interpreted consistent with the definitions of those terms set forth in the MRT Tariff, which includes changing references to "Shipper" in the WRB Agreement to "Customer"; and

- (iv) the WRB Agreement's "Fuel and Losses" provisions will be interpreted and implemented as follows: WRB shall pay Fuel and losses in kind in amounts equal to: (i) for service using solely the facilities previously owned by IIT, actual Fuel Use and LUFG calculated by MRT solely for facilities previously owned by IIT, but not less than 0.0%; and (ii) for service that takes place in whole or in part using facilities that were not previously owned by IIT, actual Fuel Use and LUFG calculated by MRT pursuant to GT&C Section 22 of the MRT Tariff.

IIT shall advise WRB when it anticipates that the Closing Date will occur, and will additionally notify WRB of the occurrence of the Closing Date immediately following such date.

Prior to the Closing Date, MRT agrees to file the WRB Agreement and this Assignment Agreement with the Federal Energy Regulatory Commission ("FERC") and request from FERC any approvals necessary to allow the rates, terms, and conditions of the WRB Agreement, as clarified by this Assignment Agreement, to remain in full force and effect on and after the assignment of the WRB Agreement to MRT. WRB's consent to the assignment of the WRB Agreement is subject to the condition precedent that the FERC grants the necessary approvals without modification to Assignment Agreement.

Subject to the foregoing, the Parties agree that, upon the Closing Date, MRT will be substituted, for all purposes, in the place of IIT under the WRB Agreement. Subject to any requirements imposed by FERC, MRT agrees that (i) MRT will perform all of its obligations under the WRB Agreement, as revised by this Assignment Agreement, in favor of WRB (including obligations of IIT incurred under the WRB Agreement prior to the Closing Date), and (ii) WRB will perform all of its obligations under the WRB Agreement, as clarified by this Assignment Agreement, in favor of MRT (including obligations of WRB incurred under the WRB Agreement prior to the Closing Date). In the event that the IIT-MRT Transaction does not occur, this Assignment Agreement will be null and void, and of no legal significance.

After executing this Assignment Agreement below on the enclosed counterpart, please return the executed counterpart to MRT at 14805 North Outer 40 Road, Suite 230, Chesterfield, Missouri 63017. If you have any questions, please contact Michael Stoll via phone at 636-812-7121 or via e-mail at Mike.Stoll@cnablemidstream.com.

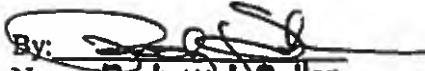
[Signature Pages Follow]

Sincerely,

ENABLE ILLINOIS INTRASTATE
TRANSMISSION

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

ENABLE MISSISSIPPI RIVER
TRANSMISSION, LLC

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

[IIT and MRT Signature Page to Assignment Agreement]

AGREED AND ACKNOWLEDGED BY:

WRB REFINING, LP

By its Operator, Phillips 66 Company

mx
By: 

Name: Andy Giffhorn

**Title: General Manager Commercial & BD
Phillips 66 Company**

[WRB Signature Page to Assignment Agreement]

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

~~Second-Third~~ Revised Volume Negotiated Rates and Non-Conforming
Agreements **Section 3.2, Version 0.0.01**

Effective January 1, 2018

WRB Refining, LP. TSA No. 6061 (RS ITS)

Option Code "A"

INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT

Contract # 100043

This TRANSPORTATION SERVICE AGREEMENT, hereinafter referred to as "Agreement," is made and entered into on this 1st day of August, 2016, by and between Enable Illinois Intrastate Transmission, LLC, a Delaware limited liability company, hereinafter called "Transporter," and WRB Refining, LP, a Delaware corporation, hereinafter called "Shipper."

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

1) TERM

Effective Date: August 1, 2016

Primary Term End Date: March 31, 2024

2) QUANTITIES

Maximum Daily Quantity (MDQ): 25,000 Dth/D

3) RECEIPT AND DELIVERY POINTS

Receipt Point	Maximum Quantity*	Delivery Point(s)	Maximum Quantity*	Maximum Delivery Pressure
NGPL Madison County, IL	25,000	Wood River Refinery	25,000	240 psi
NGPL Madison County, IL	25,000	Distilling West Refinery	25,000	180 psi

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

4) RATE

Service hereunder shall be provided pursuant to the Rate Schedule ITS of Transporter's Tariff. 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 specified in Transporter's Tariff, as on file and in effect from time to time, for services rendered hereunder, unless otherwise agreed in writing by Transporter and Shipper.

5) ADDRESSES

For Notices to Shipper:
Name: Contract Administration
Address: WRB Refining, LP
P.O. Box 2197
Houston, TX 77079-2197
Telephone: 281-293-2333
Facsimile: 281-293-5914

For Bills to Shipper:
Name: Mary Brand, Financial Analyst
Address: WRB Refining, LP
P.O. Box 76
Roxana, IL 62084-0068
Telephone: 618-255-3202
Facsimile: 618-255-3011

For Notices to Transporter:
14805 North Outer 40 Road, Suite 230
Chesterfield, MO 63017-6060
Facsimile :314- 991-7600

For Payments to Transporter:
Attn: Accounting
14805 North Outer 40 Road
Suite 230
Chesterfield, MO 63028-6060

For Wire Transfer:
Chase Bank of Texas
Enable Illinois Intrastate Transmission, LLC
ABA 113000609
Account #0010-322-7816
Ref: Gas Transportation

Transporter Nominations (other
than electronic):
Transportation Services
Facsimile: 346-701-2905

Transporter Pipeline Operations:
Systems Control Department
1111 Louisiana St., Suite 1229
Houston, TX 77002
Telephone: 346-701-2660

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written.

WRB REFINING, LP

ENABLE ILLINOIS INTRASTATE TRANSMISSION, LLC

By: 
Name: Andy Giffhorn
Title: GM, Midstream Commercial & BD
Address: Phillips 66 Company

By: 
Name: Rodney J. Sailor
Title: President & Chief Executive Officer
Address: 14805 North Outer 40 Road, Suite 230
Chesterfield, MO 63017-6060 

GENERAL TERMS AND CONDITIONS

- 1) Upon termination hereof for whatever reason, Shipper agrees to stop delivering gas to Transporter for transportation hereunder. In addition, upon termination of this Agreement, Shipper agrees that it will thereafter make no further demand for service hereunder and Transporter 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. Shipper agrees to cooperate with and assist Transporter 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 quantity imbalance hereunder nor relieve Shipper of its obligation to pay any monies due hereunder to Transporter.
- 3) In accordance with the terms and conditions of the General Terms and Conditions of Transporter's Tariff, (General Terms and Conditions), if Shipper fails to pay within thirty (30) days after payment is due all of the amount of any bill for service rendered by Transporter hereunder, Transporter, upon ten (10) days' prior written notice to Shipper, 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 the General Terms and Conditions.
- 4) Service hereunder shall be provided pursuant to the Rate Schedule ITS of Transporter's Tariff. Shipper will provide fuel in kind.
- 5) This Agreement shall be subject to the provisions of the applicable rate schedule as well as the General Terms and Conditions set forth in Transporter's Tariff, as on file and in effect from time to time, 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 Transporter's General Terms and Conditions. To the extent not inconsistent with effective law, Transporter 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) 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, as set forth in the General Terms and Conditions, in accordance with the Natural Gas Act or other applicable law.
- 7) Shipper may deliver or cause to be delivered to Transporter a maximum receipt point quantity at the Receipt Points described herein, and Transporter shall redeliver thermally equivalent quantities at the Delivery Points described herein which excludes a quantity of gas for Fuel Use and Loss. A maximum delivery point quantity is also specified for each Transporter delivery point. For firm service, the sum of all individual maximum receipt point quantities shall not exceed the maximum receipt point quantities in the aggregate. For firm service, the sum of all individual maximum delivery point quantities shall not exceed the maximum daily quantity set forth in this Agreement.
- 8) In the event that Transporter places on file with the Illinois Commerce Commission ("Commission") another rate schedule which may be applicable to service rendered hereunder, then Transporter, 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. Transporter 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 General Terms and Conditions, or to propose, file, and make effective superseding rate schedules and/or General Terms and Conditions, for the purpose of changing the rates, charges, and other provisions thereof effective as to Shipper.
- 9) This Agreement shall not be assigned by Shipper in whole or in part without Transporter's prior written consent, which consent shall not be unreasonably withheld. In addition to all other rights and remedies, Transporter may terminate the Agreement immediately if it is assigned by Shipper without Transporter'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 fully delivered when hand-delivered, telecopied, 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).
- 11) Each party shall notify the other in writing of the name, address, telephone number and telecopy number 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 and executed by authorized representatives of the parties. No waiver by either Shipper or Transporter 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.

INTERRUPTIBLE TRANSPORTATION
SERVICE AGREEMENT

EXHIBIT A

This Exhibit A reflects the terms and conditions under which Transporter has agreed to assess Shipper discounted rates for transportation service subject and pursuant to this Agreement. Transporter and Shipper have agreed that the rates and charges applicable for the term of the Agreement shall be as follows:

1. Usage Charge: For each year for the term of this Agreement:
 - April through October: \$.07 per Dth
 - November through March: \$.08 per Dth
2. Authorized Overrun (AO): For volumes in excess of MDQ up to an additional 10,000 Dth per day the AO Rate shall be the Usage Charge set forth in (1) above.
3. The discounted rates set forth herein shall only apply to deliveries to Shipper's Wood River and Distilling West Refineries.
4. Fuel and LUFG: To be paid by Shipper in kind in amounts equal to each month's actual fuel usage and gas losses, but not less than 0.0%, as measured by Transporter.
5. Surcharges: None, unless directed otherwise by the Illinois Commerce Commission as non-discountable.

The effectiveness of this Agreement is contingent upon the grant of any and all regulatory and other approvals required under applicable federal, state, and local laws to effect the transportation services and related construction and other arrangements involving Transporter and Shipper. Shipper shall be obligated to take reasonable steps in consultation with Transporter to support, before applicable regulatory authorities, Transporter's efforts to secure necessary approvals for such services and related arrangements. In the event that any such regulatory authority rejects any part of this or any related agreement, or approves this or any related agreement subject to any condition or modification deemed unacceptable to either Transporter or Shipper, then such party may, by written notice to the regulatory authority and the other party no later than thirty (30) days following issuance of a final order that retains the offending condition or modification, terminate this and related agreements, provided, however, that in such event, the parties hereto 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 benefits of the transaction set out in this and related agreements.



ENable Mississippi River Transmission, LLC
4805 North Outer 40 Road, Suite 230
Chesterfield, MO 63017

November 9, 2017

VIA EMAIL

Mr. Andy Giffhorn
GM, Midstream Commercial & BD
WRB Refining, LP
P66 Houston Operations Center, N742-02
1075 W. Sam Houston Parkway, Suite 200
Houston, TX 77043

**Re: Agreement to Assign Contract # 100043, dated as of August 1, 2016 between
Enable Illinois Intrastate Transmission, LLC ("IIT") and WRB Refining, LP
("WRB") (the "WRB Agreement")**

Dear Mr. Giffhorn:

IIT and WRB are parties to the WRB Agreement, under which IIT has agreed to transport natural gas on behalf of WRB pursuant to IIT's Tariff on file with the Illinois Commerce Commission. IIT and its affiliate Enable Mississippi River Transmission, LLC ("MRT") have agreed to a transaction by which MRT will acquire all of the natural gas pipeline facilities currently owned by IIT (the "IIT-MRT Transaction"). Effective on the date the IIT-MRT Transaction closes (the "Closing Date"), IIT will be dissolved.

Subject to the condition precedent set forth below, by this agreement (the "Assignment Agreement"), IIT, MRT, and WRB (the "Parties") agree that the WRB Agreement will be assigned from IIT to MRT with the assignment to be effective on the Closing Date. Starting on the Closing Date, MRT will provide transportation service to WRB pursuant to Rate Schedule ITS of MRT's FERC Gas Tariff (the "MRT Tariff"). To effectuate this assignment, and to ensure that the Parties retain the benefit of the bargain they reached as outlined in the WRB Agreement, the Parties agree that, effective on the Closing Date, the WRB Agreement will be interpreted and implemented as follows:

- (i) references in the WRB Agreement to "IIT" and "Transporter" will become references to "MRT";
- (ii) references in the WRB Agreement to IIT's Illinois Intrastate Tariff will become references to the MRT Tariff;
- (iii) terms in the WRB Agreement that are defined terms in the MRT Tariff will be interpreted consistent with the definitions of those terms set forth in the MRT Tariff, which includes changing references to "Shipper" in the WRB Agreement to "Customer"; and

- (iv) the WRB Agreement's "Fuel and Losses" provisions will be interpreted and implemented as follows: WRB shall pay Fuel and losses in kind in amounts equal to: (i) for service using solely the facilities previously owned by IIT, actual Fuel Use and LUFG calculated by MRT solely for facilities previously owned by IIT, but not less than 0.0%; and (ii) for service that takes place in whole or in part using facilities that were not previously owned by IIT, actual Fuel Use and LUFG calculated by MRT pursuant to GT&C Section 22 of the MRT Tariff.

IIT shall advise WRB when it anticipates that the Closing Date will occur, and will additionally notify WRB of the occurrence of the Closing Date immediately following such date.

Prior to the Closing Date, MRT agrees to file the WRB Agreement and this Assignment Agreement with the Federal Energy Regulatory Commission ("FERC") and request from FERC any approvals necessary to allow the rates, terms, and conditions of the WRB Agreement, as clarified by this Assignment Agreement, to remain in full force and effect on and after the assignment of the WRB Agreement to MRT. WRB's consent to the assignment of the WRB Agreement is subject to the condition precedent that the FERC grants the necessary approvals without modification to Assignment Agreement.

Subject to the foregoing, the Parties agree that, upon the Closing Date, MRT will be substituted, for all purposes, in the place of IIT under the WRB Agreement. Subject to any requirements imposed by FERC, MRT agrees that (i) MRT will perform all of its obligations under the WRB Agreement, as revised by this Assignment Agreement, in favor of WRB (including obligations of IIT incurred under the WRB Agreement prior to the Closing Date), and (ii) WRB will perform all of its obligations under the WRB Agreement, as clarified by this Assignment Agreement, in favor of MRT (including obligations of WRB incurred under the WRB Agreement prior to the Closing Date). In the event that the IIT-MRT Transaction does not occur, this Assignment Agreement will be null and void, and of no legal significance.

After executing this Assignment Agreement below on the enclosed counterpart, please return the executed counterpart to MRT at 14805 North Outer 40 Road, Suite 230, Chesterfield, Missouri 63017. If you have any questions, please contact Michael Stoll via phone at 636-812-7121 or via e-mail at Mike.Stoll@enablemidstream.com.


[Signature Pages Follow]

Sincerely,

ENABLE ILLINOIS INTRASTATE
TRANSMISSION

By: 
Name: ~~Rodney J. Saller~~
Title: ~~President & Chief Executive Officer~~ 

ENABLE MISSISSIPPI RIVER
TRANSMISSION, LLC

By: 
Name: ~~Rodney J. Saller~~
Title: ~~President & Chief Executive Officer~~ 

[IIT and MRT Signature Page to Assignment Agreement]

AGREED AND ACKNOWLEDGED BY:

WRB REFINING, LP
By its Operator, Phillips 66 Company

By: 

Name: _____

Title: Andy Glinhom
GM, Midstream Commercial & BD
Phillips 66 Company

[WRB Signature Page to Assignment Agreement]

Enable Mississippi River Transmission, LLC

FERC NGAGASTARIFF

~~Second-Third~~ Revised Volume Negotiated Rates and Non-Conforming
Agreements

Section 3.3, Version 3.0.01

Effective May 1, 2022

United States Steel Corporation TSA No. 3227 (RSFTS)

Option Code "A"

SUPERSEDING
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, 2022

Primary Term End Date: The end of the day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall be in effect after the above-specified Primary Term End Date unless and until terminated by either MRT or Customer by written notice to the other delivered at least six (6) months prior to the next succeeding contract year.

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

DocuSigned by:
By: Steven Tramonte
Name: Steven Tramonte
Title: Vice President
Date: 4/26/2022

By: Ralph R. Riberich, Jr.
Name: Ralph R. Riberich, Jr.
Title: Director - Energy & Metals, Procurement
Date: April 25, 2022

DS CR DS U DS MS

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

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) Effective May 1, 2022, this Agreement amends and restates the Amended and Restated Transportation Service Agreement No. 3227, originally effective May 1, 2002, as subsequently amended, restated and/or superseded prior to or as of the effective date hereof; in particular, this Agreement replaces and supersedes that Amended and Restated Transportation Service Agreement executed by MRT on October 12, 2021 which was to become effective as of August 1, 2022.
- 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 all of the capacity previously committed under this Agreement.
- 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 by December 31, 2022 to be effective June 1, 2023.

SUPERSEDING
AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

Primary Path

From: #808527 Waskom – EGT

To: #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		
Waskom – EGT #808527	2,126		
Perryville Disp – EGT #12993	8,987		
Noark to MRT_Lawrence #805548	929		
Sligo #90386	1,961		
Storage #805607	42,000 29,860	May 1, 2022 – April 30, 2023 May 1, 2023 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: Steven Tramonte
Name: Steven Tramonte
Title: Vice President
Date: 4/26/2022

UNITED STATES STEEL CORPORATION

By: Ralph R. Riberich, Jr.
Name: Ralph R. Riberich, Jr.
Title: Director - Energy & Metals, Procurement
Date: April 25, 2022

EFFECTIVE MAY 1, 2022, SUPERSEDES EXHIBIT A DATED OCTOBER 12, 2021

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

~~Second-Third~~ Revised Volume Negotiated Rates and Non-Conforming

Agreements **Section 3.4, Version 0.0.01**

Effective August 1, 2019

United States Steel Corporation TSA No. 6112 (RS FTS)

Option Code "A"

SUPERSEDING
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: August 1, 2019, subject to FERC approval

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

Term Extension/Evergreen? Yes

This Agreement shall become effective as of August 1, 2019 and shall continue for a primary term ending May 31, 2023; 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): 7,038 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
1951 State Street
Granite City, IL 62040
Attn: Matthew Blystone
Email: MDBlystone@uss.com

United States Steel Corporation
600 Grant Street, Suite 2014
Pittsburg, PA 15219
Attn: Kylie Zeis
Email: KAZeis@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

Steven G. Tramonte

By: Steven G. Tramonte (Jan 2, 2020)

Name: Steven G. Tramonte

Title: Vice President, Commercial T&S

Date: January 2, 2020

UNITED STATES STEEL CORPORATION

By: Ralph R. Ribenick

Name: Ralph R. Ribenick

Title: Director - Energy + Metals

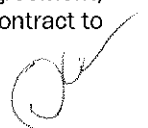
Date: 12-16-19

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MCS

SUPERSEDING
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

GENERAL TERMS AND CONDITIONS

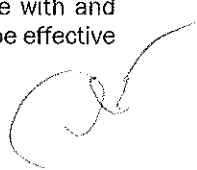
- 1) Upon termination hereof for whatever reason, Customer agrees to stop delivering gas to MRT for transportation hereunder. In addition, upon termination of this Agreement, Customer agrees that it will thereafter make no further demand for service hereunder and MRT agrees that it will make no further 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
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, Exhibits A and B attached hereto are incorporated into this Agreement in their entirety.
 - 14) This Agreement supersedes and cancels the Service Agreement effective August 1, 2019, between the parties hereto.
 - 15) Pursuant to Section 15.8, GT&C of MRT's Tariff, the parties have agreed to enter into this Agreement representing an extension of the term of part of the capacity previously committed under TSA No. 3227.
 - 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 this Agreement #6112. To the extent the proven reduction amount is not satisfied by the MDQ reduction under this Agreement, an MDQ reduction may occur under FTS Agreement #3227; provided however, that in no event shall Customer's total MDQ under this Agreement #6112 and FTS Agreement #3227 be reduced to an amount lower than 37,766 Dth/D pursuant to this section and Section 17 of FTS Agreement #3227. 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.
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SUPERSEDING
TRANSPORTATION SERVICE AGREEMENT
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EXHIBIT A

Primary Path

From: #90722 TGT Boardwalk

To: #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.

Rate Zone Capacity

Market 7,038 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>
TGT Boardwalk	7,038	Granite City Steel	7,038
#90722		#805495	

* 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: Steven G. TramonteBy: Steven G. Tramonte (Jan 2, 2020)Name: Steven G. TramonteTitle: Vice President, Commercial T&SDate: January 2, 2020

UNITED STATES STEEL CORPORATION

By: *Ralph R. Roberts Jr.*Name: Ralph R. Roberts Jr.Title: Director - Energy & MetalsDate: ~~12~~ - 16 - 19

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EFFECTIVE AUGUST 1, 2019, SUPERSEDES EXHIBIT A EFFECTIVE AUGUST 1, 2019

SUPERSEDING
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FOR RATE SCHEDULE FTS

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: See Exhibit A
- (d) **Description of Rate:** Negotiated Rate X Discounted Rate (Check one)

For the period beginning August 1, 2019 through the End Date specified below, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified up to the applicable Rate Zone Capacity shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.2119 per Dth and a Usage Charge of \$0.0098 per Dth, for the Market Zone. However, if the Commission approves a maximum daily Reservation Charge for FTS service in FERC Docket No. RP20-131 that is below \$0.2119 per Dth for the Market Zone, 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.

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 mechanism 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 LUFG 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): August 1, 2019
End Date(s): The later of the end of the Primary Term End Date or the end date of any evergreen period provided for in Section 1 of this Agreement

SUPERSEDING
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT B
(continued)

- (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 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

Steven G. Tramonte
By: Steven G. Tramonte (Jan 2, 2020)
Name: Steven G. Tramonte
Title: Vice President, Commercial T&S
Date: January 2, 2020

UNITED STATES STEEL CORPORATION

By: [Signature]
Name: Ralph R. Ribbeck Jr.
Title: Director - Energy + Metals
Date: 12-16-19

MCS
MCS

EFFECTIVE AUGUST 1, 2019