



April 29, 2022

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

Re: Enable Mississippi River Transmission, LLC  
Docket No. RP22-887-000  
Filing for Non-Conforming Agreement

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act (“NGA”)<sup>1</sup> and Part 154 of the Regulations of the Federal Energy Regulatory Commission (“Commission” or “FERC”),<sup>2</sup> Enable Mississippi River Transmission, LLC (“MRT”) hereby submits for filing and acceptance by the Commission a non-conforming firm Transportation Service Agreement (“TSA”) with United States Steel Corporation (“US Steel”) effective May 1, 2022. MRT also submits for filing related revisions to its FERC Gas Tariff, Sixth Revised Volume No. 1 (“Tariff”). MRT respectfully requests that the agreement filed herewith be accepted effective May 1, 2022 and that the Commission grant MRT waiver of the 30-day notice requirement set forth in Section 154.207 of its Regulations.<sup>3</sup> The proposed changes are to the following portions of MRT’s tariff:

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

**Non-Conforming Agreements**

**Section 3.3, United States Steel Corporation TSA No. 3227, Version 3.0.0**

**Sixth Revised Volume No. 1**

**Sheet No. 337, 37. NON-CONFORMING AGREEMENTS, Version 6.0.0**

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

MRT and US Steel are parties to TSA No. 3227, which contains a non-conforming provision previously accepted by the Commission. MRT and US Steel have amended and restated TSA No. 3227 to extend the primary term through July 31, 2024, along with other associated revisions, effective May 1, 2022.

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<sup>1</sup> 15 U.S.C. § 717c (2012).

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

<sup>3</sup> 18 C.F.R. § 154.207.

MRT requests that the Commission reconfirm its acceptance of this non-conforming agreement. The applicable non-conforming provision in TSA No. 3772 has been in effect since January 1, 2019. The non-conforming agreement was originally accepted by the Commission by order issued in FERC Docket No. RP20-420 on February 6, 2020.<sup>4</sup> MRT and US Steel amended TSA No. 3227 effective May 1, 2021, and MRT requested that the Commission reconfirm its acceptance of the non-conforming TSA in Docket No. RP21-811-000. The Commission accepted the revised non-conforming TSA effective May 1, 2021, via letter order issued May 21, 2021.

The relevant provision permits US Steel to reduce its MDQ under Rate Schedule FTS Contract Nos. 3227 and/or 6112 in limited circumstances, subject to an established Maximum Daily Quantity (“MDQ”) floor. Specifically, in the event that US Steel experiences a reduction in natural gas load at its Granite City Steel plant related to a physical process change, such as the replacement of a gas-fired furnace with an electric one, MRT will permit a limited MDQ reduction. Such reduction would be limited in quantity, allowed to occur on June 1, 2023, only, and applied in a manner that eliminates the lower revenue Market Zone only capacity under Contract No. 6112 before reducing higher revenue Field to Market Zone capacity under Contract No. 3227. In no event may the total MDQ under both Contract No. 3227 and Contract No. 6112 be reduced below 37,766 Dth/D pursuant to the MDQ reduction option. With the exception of such provision, the maximum rate TSA submitted herein does not deviate in any material aspect from the Rate Schedule FTS Form of Service Agreement in the Tariff.

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

For good cause as described above, MRT requests that the Commission grant MRT any waivers of the Commission’s regulations (including the 30-day notice period prescribed in 18 C.F.R. § 154.207) which are necessary to place the attached tariff records into effect May 1, 2022. Additionally, MRT requests all such further relief and waivers as may be appropriate to permit the parties to implement the transactions as contemplated.

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

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

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<sup>4</sup> *Enable Miss. River Transmission, LLC*, 170 FERC ¶ 61,086 (2020). The agreement was retroactively effective to January 1, 2019 as part of the settlement of MRT’s then-pending rate cases.

Appendix A – Clean versions of Section 3.3 of the NRNCA; and Fifth Revised Sheet No. 337 of Sixth Revised Volume No. 1; and

Appendix B – Marked versions of the revised tariff records referenced above.

### **III. Communications.**

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

Lisa Yoho  
Sr. Director, Regulatory Affairs  
Enable Mississippi River Transmission, LLC  
1300 Main St.  
Houston, TX 77002  
(346) 701-2539  
lisa.yoho@energytransfer.com

Jonathan F. Christian  
Assistant General Counsel  
Enable Mississippi River Transmission, LLC  
1300 Main St.  
Houston, TX 77002  
(713) 989-2795  
jonathan.christian@energytransfer.com

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

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

Pursuant to Sections 154.2(d), 154.7(b) and 154.208(b) of the Commission's regulations, a copy of this tariff filing is being sent by electronic mail to each of MRT's Customers and interested State Commissions. This tariff filing is also available for public inspection during regular business hours in a convenient form and place at MRT's offices at 1300 Street, Houston, Texas 77002, and on its website at <https://pipelines.energytransfer.com/ipost/MRT>.

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

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

Respectfully submitted,

Enable Mississippi River Transmission, LLC

/s/ Lisa D. Yoho

Lisa Yoho

Sr. Director, Regulatory Affairs

Enclosures

## **APPENDIX A**

GENERAL TERMS AND CONDITIONS  
(Continued)

37. NON-CONFORMING AGREEMENTS

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

1. Transportation Service Agreements with WRB Refining, LP (TSA Nos. 6060 and 6061 effective January 1, 2018).
2. Transportation Service Agreement with United States Steel Corporation (TSA No. 3227 effective May 1, 2022).
3. Transportation Service Agreement with United States Steel Corporation (TSA No. 6112 effective August 1, 2019).

Enable Mississippi River Transmission, LLC

FERC NGA GASTARIFF

Second Revised Volume Negotiated Rates and Non-Conforming Agreements

**Section 3.3, Version 3.0.0**

Effective May 1, 2022

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 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 UK 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  
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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, 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  
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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

## **APPENDIX B**

GENERAL TERMS AND CONDITIONS  
(Continued)

37. NON-CONFORMING AGREEMENTS

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

1. Transportation Service Agreements with WRB Refining, LP (TSA Nos. 6060 and 6061 effective January 1, 2018).
2. Transportation Service Agreement with United States Steel Corporation (TSA No. 3227 effective ~~June 1, 2021~~ May 1, 2022).
3. Transportation Service Agreement with United States Steel Corporation (TSA No. 6112 effective August 1, 2019).

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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 ~~June~~ May 1, ~~2021~~ 2022

Primary Term End Date: The end of the day on July 31, ~~2022~~ 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, 2022; provided, however, that this Agreement shall continue to be in effect from year to year thereafter~~ after the above-specified Primary Term End Date 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)~~ six (6) months prior to the next succeeding contract term end date 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

By: \_\_\_\_\_  
Name: Steven Tramonte  
Title: Vice President  
Date: \_\_\_\_\_

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

SUPERSEDING  
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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  
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 TRANSPORTATION SERVICE AGREEMENT  
 FOR RATE SCHEDULE FTS

GENERAL TERMS AND CONDITIONS  
 (continued)

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

- 10) Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as delivered when hand-delivered or when received by the other party if mailed by United States mail, postage prepaid, to the addresses specified herein (unless and until either party notifies the other, in writing, of a change in its address). Additionally, notices shall be considered as delivered, if received, when sent via facsimile or through other electronic means.
- 11) Each party shall notify the other in writing of the name, address, telephone number, facsimile number and e-mail address of the person or persons who shall have authority to act for such party in connection with this Agreement, and operating notices shall thereafter be served upon such person or persons.
- 12) This Agreement constitutes the entire agreement between the parties and no waiver, representation or agreement, oral or otherwise, shall affect the subject matter hereof unless and until such waiver, representation or agreement is reduced to writing or, if MRT permits or requires, otherwise memorialized via electronic means, and executed by authorized representatives of the parties. No waiver by either Customer or MRT of any one or more defaults by the other in performance of any of the provisions of the Agreement shall operate or be construed as a waiver of any other existing or future default or defaults, whether of a like or of a different character.
- 13) For firm service, Exhibit A attached hereto is incorporated into this Agreement in its entirety.
- 14) This 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; ~~between the parties hereto; 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 15.38, GT&C of MRT's Tariff, the parties ~~agree that Customer shall have a Right~~ agreed to an extension of First Refusal ("ROFR"). If Customer chooses to exercise its ROFR, it shall do so by following the procedures applicable term with respect to all of the exercise of a ROFR provided for in MRT's Tariff. 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, ~~in accordance with and effective as of the following dates: December 31, 2021 to be effective June 1, 2022; and 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		
<del>Duke @ Leatherman Creek</del> <u>Sligo</u> <del>#90570</del> <u>90386</u>	1,961		
Storage #805607	42,000 29,860	<del>June</del> <u>May 1, 2021</u> <del>2022</del> – April 30, <del>2022</del> <u>2023</u> May 1, <del>2022</del> <u>2023</u> and thereafter	

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

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

UNITED STATES STEEL CORPORATION

By: \_\_\_\_\_  
Name: Steven Tramonte  
Title: Vice President  
Date: \_\_\_\_\_

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

EFFECTIVE ~~JUNE~~ MAY 1, 2021 ~~2022~~, SUPERSEDES EXHIBIT A ~~EFFECTIVE MAY 1~~ DATED OCTOBER 12, 2021