

June 1, 2021

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. RP21-883-000
Filing for Negotiated Rates Agreements and Non-Conforming Agreement

Dear Ms. Bose:

I. Introduction.

Pursuant to Section 4 of the Natural Gas Act¹ and Part 154 of the Regulations of the Federal Energy Regulatory Commission (“Commission” or “FERC”),² Enable Mississippi River Transmission, LLC (“MRT”) hereby submits for filing as part of its FERC Gas Tariff, Sixth Revised Volume No. 1 (“Tariff”) and Second Revised Volume Negotiated Rates and Non-Conforming Agreements (“NRNCA”) the tariff records listed on Appendix A, to be effective June 1, 2021.

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

This filing complies with the requirements of the Commission’s orders on Natural Gas Pipeline Negotiated Rate Policies and Practices,³ and with Section 19.2 of the General Terms and Conditions (“GT&C”) of MRT’s Tariff, which allow MRT and its Customers to negotiate rates as provided for in the Commission’s Policy Statement. MRT submits for filing herein six (6) amended and restated negotiated rate agreements under Rate Schedules FTS and SCT, as well as a non-conforming contract under Rate Schedule FTS the non-conforming provisions of which have been approved by the Commission twice, most recently on May 21, 2021 in Docket No. RP21-811. MRT also submits for filing revisions to its Tariff related to the non-conforming contract. MRT respectfully requests that the provisions filed herewith be accepted effective June 1, 2021 and that the Commission grant MRT waiver of the 30-day notice requirement set forth in Section 154.207 of its Regulations.⁴

¹ 15 U.S.C. § 717c (2018).

² 18 C.F.R. § 154.

³ *Natural Gas Pipeline Negotiated Rate Policies and Practices*, 104 FERC ¶61,134 (2003), as modified on rehearing and clarification, 114 FERC ¶61,042 (2006) (“Policy Statement”).

⁴ 18 C.F.R. § 154.207 (2020).

Each of the agreements described on Appendix A is being amended effective June 1, 2021 to remove a Receipt Point identified as DCP EastTrans near Carthage, Texas (“DCP EastTrans”). The receipt capacity under the agreements formerly reserved at DCP EastTrans is being allocated to MRT’s Receipt Point identified as Waskom-EGT.

One of the agreements described on Appendix A, Contract No. 3227 with United States Steel Corporation (“US Steel”), contains a non-conforming provision previously approved by the Commission. The amended and restated contract is a maximum rate agreement. MRT requests that the Commission reconfirm its approval of this nonconforming agreement. Contract No. 3227 was originally accepted by the Commission as a non-conforming agreement by order issued in FERC Docket No. RP20-420 on February 6, 2020.⁵ On May 1, 2021, MRT submitted an amended and restated Contract No. 3227 in Docket No. RP21-811, which the Commission approved by letter order dated May 21, 2021.

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

The non-conforming provision in Contract No. 3227 was necessary to obtain US Steel’s agreement to the settlements of then-pending rate cases and to the extension of the term of the contract. MRT requests that the Commission re-confirm its approval of the MDQ reduction provision in Contract 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. With the exception of such provision, Contract No. 3227 does not deviate in any material aspect from the Rate Schedule FTS Form of Service Agreement in the Tariff.

MRT is submitting an entire copy of each negotiated rate agreement as provided in Section 19.2 of the GT&C of the Tariff for Commission review and inclusion as a tariff record. Clean versions of the agreements are provided in Appendix B. Pursuant to Section 154.201(a) of the Commission’s regulations, MRT is attaching, as Appendix C, marked versions of the revised tariff records showing changes from the previously effective versions.

Except as described above regarding Contract No. 3227, MRT hereby confirms that the agreements submitted herein do not deviate in any material aspect from the applicable Rate Schedule FTS or SCT Form of Service Agreement in the Tariff. MRT requests that the

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

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 tariff records filed herewith into effect June 1, 2021. Additionally, MRT requests all such further relief and waivers as may be appropriate to permit the parties to implement the transactions as contemplated.

III. Components of the Filing.

Pursuant to Order No. 714⁶ and 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:

Appendix A – List of filed tariff records;

Appendix B – Clean versions of the tariff records referenced above; and

Appendix C – Marked versions of the tariff records referenced above.

IV. Communications.

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

Lisa Yoho
Senior Director, Regulatory & FERC Compliance
Enable Mississippi River Transmission, LLC
910 Louisiana St.
Houston, TX 77002
(346) 701-2539
lisa.yoho@enablemidstream.com

Jonathan F. Christian
Associate General Counsel
Enable Mississippi River Transmission, LLC
910 Louisiana St.
Houston, TX 77002
(346) 701-2146
jonathan.christian@enablemidstream.com

⁶ *Electronic Tariff Filings*, FERC Stats & Regs ¶31,276 (2008).

V. Subscription, Posting and Certification of Service.

In accordance with Sections 385.2005 and 385.2011(c)(5) of the regulations,⁷ 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 910 Louisiana Street, Houston, Texas 77002, and on its website at <http://pipelines.enablemidstream.com>.

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

Respectfully submitted,

Enable Mississippi River Transmission, LLC

/s/ Lisa Yoho

Lisa Yoho

Sr. Director, Regulatory & FERC Compliance

Enclosures

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

APPENDIX A

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

APPENDIX A

NRNCA

Section 2.12, CenterPoint Energy Resources Corp. TSA No. 448 (RS FTS), Version 1.0.0

Section 2.34, City of Chester TSA No. 452 (RS SCT), Version 1.0.0

Section 2.38, City of Potosi TSA No. 459 (RS SCT), Version 1.0.0

Section 2.42, Village of Dupon TSA No. 457 (RS SCT), Version 1.0.0

Section 2.51, Liberty Utilities Corp. TSA No. 5127 (RS SCT), Version 1.0.0

Section 2.53, Liberty Utilities Corp. TSA No. 5129 (RS SCT), Version 1.0.0

Section 3.3, US Steel TSA No. 3227 (RS FTS), Version 2.0.0

Sixth Revised Vol. No. 1

Sheet No. 337, Non-Conforming Agreements, Version 5.0.0

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).
3. Transportation Service Agreement with United States Steel Corporation (TSA No. 6112 effective August 1, 2019).

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Second Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.12, Version 1.0.0

Effective June 1, 2021

CenterPoint Energy Resources Corp. TSA No. 448 (RS FTS)

Option Code "A"

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

This TRANSPORTATION SERVICE AGREEMENT, hereinafter referred to as "Agreement," is made and entered into by and between Enable Mississippi River Transmission, LLC, a Delaware limited liability company, hereinafter called "MRT," and CenterPoint Energy Resources Corp., 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 June 1, 2021, 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 June 1, 2021 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.

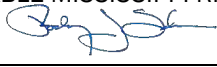
5) ADDRESSES

CenterPoint Energy Resources Corp.
1111 Louisiana Street
Houston, TX 77002
Attn: JT Toys
Email: jeffrey.toys@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: 
Name: Rodney J. Sailor
Title: President & CEO
Date: 5/31/2021

CENTERPOINT ENERGY RESOURCES CORP.

DocuSigned by:
By: 
Name: Scott Doyle
Title: Executive Vice President - Natural Gas
Date: 5/27/2021


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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 June 1, 2021, this Agreement supersedes and cancels 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 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 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

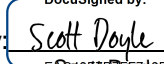
<u>Primary Receipt Point(s)</u>	<u>Maximum Quantity (Dth/D)*</u>	<u>Primary Delivery Point(s)</u>	<u>Maximum Quantity (Dth/D)*</u>
Glendale - EGT Fld Rcpt #805547	17,989	CERC Aggregate Field #805533	14,617
Sherrill/Gethsem - EGT #805601	1,002	CERC Aggregate Market #805546	18,831
Waskom - EGT #808527	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: 
Name: Rodney J. Sailor
Title: President & CEO
Date: 5/31/2021

CENTERPOINT ENERGY RESOURCES CORP.

DocuSigned by:
By: 
Name: Scott Doyle
Title: Executive Vice President - Natural Gas
Date: 5/27/2021


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

DS DS
PG Wmk

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): June 1, 2021
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

By: 
Name: Rodney J. Sailor
Title: President & CEO
Date: 5/31/2021

CENTERPOINT ENERGY RESOURCES CORP.

DocuSigned by:
By: Scott Doyle
Name: Scott Doyle
Title: Executive Vice President - Natural Gas
Date: 5/27/2021

DS PG DS Wmk

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

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Second Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.34, Version 1.0.0

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

Second Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.38, Version 1.0.0

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

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: 

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 GASTARIFF

Second Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.42, Version 1.0.0

Effective June 1, 2021

Village of Dupon TSA No. 457 (RSCT)

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)

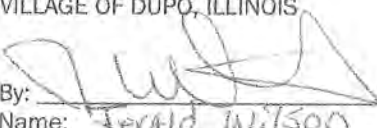
MRT's wire transfer information and addresses for notices and payments shall be located on MRT's internet web site.

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: John H. 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: 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 Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.51, Version 1.0.0

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 Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.53, Version 1.0.0

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.

W.K. 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: 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.

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Second Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 3.3, Version 2.0.0

Effective June 1, 2021

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

Option Code "A"

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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

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

1) TERM

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

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

Evergreen/Term Extension? Yes

This Agreement shall become effective as of 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 unless and until terminated by either MRT or Customer by written notice, or electronically via the Internet, as permitted or required by MRT, to the other delivered at least twelve (12) months prior to the contract term end date.

2) QUANTITIES

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

Rate Zone Capacities: See Exhibit A

3) RECEIPT AND DELIVERY POINTS

See Exhibit A

4) RATE

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

5) ADDRESSES

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

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

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

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

UNITED STATES STEEL CORPORATION

By: Michael C. Stoll
Michael C. Stoll (May 26, 2021 07:17 CDT)
Name: Michael C. Stoll
Title: Sr. Director, Commercial T&S
Date: May 26, 2021

By: Ralph R. Riberich, Jr.
Name: Ralph R. Riberich, Jr.
Title: Director - Energy & Metals, Procurement
Date: May 24, 2021

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

GENERAL TERMS AND CONDITIONS

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

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

GENERAL TERMS AND CONDITIONS
(continued)

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

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

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

Primary Path

From: #808527 Waskom – EGT

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		
Duke @ Leatherman Creek #90570	1,961		
Storage #805607	42,000 29,860	June 1, 2021 – April 30, 2022 May 1, 2022 and thereafter	

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

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

Michael C. Stoll

By: Michael C. Stoll (May 26, 2021 07:17 CDT)

Name: Michael C. Stoll

Title: Sr. Director, Commercial T&S

Date: May 26, 2021

UNITED STATES STEEL CORPORATION

By: Ralph R. Riberich, Jr.

Name: Ralph R. Riberich, Jr.

Title: Director - Energy & Metals, Procurement

Date: May 24, 2021

EFFECTIVE JUNE 1, 2021, SUPERSEDES EXHIBIT A EFFECTIVE MAY 1, 2021

APPENDIX C

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. #~~18~~ 6060 and 6061 effective January 1, 2018).
2. Transportation Service Agreement with United States Steel Corporation (TSA No. 3227 effective ~~May~~ June 1, 2021).
3. Transportation Service Agreement with United States Steel Corporation (TSA No. 6112 effective August 1, 2019).

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Second Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.12, Version ~~0~~1.0.0

Effective ~~January 1, 2019~~ June 1, 2021

CenterPoint Energy Resources Corp. TSA No. 448 (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 Resources Corp., 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~~June 1, ~~2019~~2021, subject to FERC approval

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

Evergreen/Term Extension? Yes

for a This Agreement shall become effective as of ~~January~~June 1, ~~2019~~2021 and shall continue 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

CenterPoint Energy Resources Corp.

1111 Louisiana Street

Houston, TX 77002

Attn: ~~Bruce Coogler~~JT Toys

~~Email: bruce.coogler@centerpointenergy.com~~

Email: jeffrey.toys@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

CENTERPOINT ENERGY RESOURCES CORP.

By: _____
 Name: Rodney J. Sailor
 Title: President & CEO
 Date: _____

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

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

GENERAL TERMS AND CONDITIONS

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

~~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~~June 1, ~~2019~~2021, this Agreement supersedes and cancels 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 the parties hereto.
- 15) Pursuant to Section 15.3, GT&C of MRT's Tariff, the parties agree that Customer shall have a Right of First Refusal ("ROFR"). If Customer chooses to exercise its ROFR, it shall do so by following the procedures applicable to the exercise of a ROFR provided for in MRT's Tariff.
- ~~16) 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.~~

~~SUPERSEDING~~
 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
Eastrans DCP Carth MRT #808641	844		
Waskom - EGT #808527	955 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

CENTERPOINT ENERGY RESOURCES CORP.

By: _____
 Name: ~~_____~~ [Rodney J. Sailor](#)

 Title: ~~_____~~ [President & CEO](#)

 Date: _____

By: _____
 Name: _____

 Title: _____

 Date: _____

EFFECTIVE ~~JANUARY~~ [JUNE 1, 2019](#) [2021](#), 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 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 \$0.1376 per Dth for the Market Zone and \$0.0531 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 \$0.1115 per Dth or the applicable maximum Tariff rate.~~

~~For the period beginning August 1, 2019 and continuing through the End Date specified in (e) below, 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.

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

EXHIBIT B
 (continued)

- (e) Term of Rate: Begin Date(s): ~~January~~June 1, 20192021
 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

CENTERPOINT ENERGY RESOURCES CORP.

By: _____
 Name: Rodney J. Sailor
 Title: President & CEO
 Date: _____

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

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

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Second Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.34, Version ~~0~~1.0.0

Effective ~~January 1, 2019~~ June 1, 2021

City of Chester TSA No. 452 (RS SCT)

Option Code "A"

~~SUPERSEDING~~
 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 ~~January~~June 1, ~~2019~~2021, subject to FERC approval

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

Evergreen/Term Extension? Yes

This Agreement shall become effective as of ~~January~~June 1, ~~2019~~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

~~SUPERSEDING~~
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: _____	By: _____
Name: Tina V. Faraca Steven G. Tramonte	Name: _____
Title: Chief VP, Commercial Officer Transportation & Storage	Title: _____
Date: _____	Date: _____

SUPERSEDING
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.

~~SUPERSEDING~~
 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 ~~supersedes~~amends and ~~cancels Contract # 452 as~~ restates the Superseding Amended and Restated Service Agreement originally effective ~~January~~November 1, ~~2019~~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 15.8, 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~~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 SCT

EXHIBIT A

Primary Paths

From: ~~EASTRANS DCP CARTH MRT (#808641)~~ WASKOM - EGT (#808527) To: ~~CTY~~ CITY OF CHESTER (#90217)
~~_____~~ _____ 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 -391 Dth/D

On any given day, ~~Customer~~ 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 @ SHATUC <u>SHATTUC</u> /CLINTON (#805588)-	441		
GLENDALE - EGT MKT RCPT (#808554 <u>#808654</u>)	691		
SLIGO (#90386)	188		
GULF SOUTH PERRYVILLE (#808760)	1,379		
WASKOM - EGT (#808527)	108 <u>203</u>		
EASTRANS DCP CARTH MRT (#808641)	95		
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

CITY OF CHESTER, ILLINOIS

By: _____

By: _____

Name: ~~_____ Tina V. Faraca~~ Steven G. Tramonte

Name: _____

Title: ~~_____ Chief~~ VP, Commercial Officer Transportation & Storage

Title: _____

Date: _____

Date: _____

EFFECTIVE ~~JANUARY~~ JUNE 1, 2019 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 ~~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 Usage Charge of \$0.3285 per Dth for the Market Zone and \$0.1266 per Dth for the Field Zone.~~

~~For the period beginning August 1, 2019~~ 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.

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

EXHIBIT B
 (continued)

- (e) Term of Rate: Begin Date(s): ~~January~~June 1, 20192021
 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 CHESTER, ILLINOIS

By: _____

By: _____

Name: ~~_____ Tina V. Faraca _____~~ Steven G. Tramonte

Name: _____

Title: ~~_____ Chief VP, Commercial Officer _____~~ Transportation & Storage

Title: _____

Date: _____

Date: _____

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

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Second Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.38, Version ~~0~~1.0.0

Effective ~~January 1, 2019~~ 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, "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~~June 1, ~~2019~~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 ~~January~~June 1, ~~2019~~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.

~~SUPERSEDING~~
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 POTOSI, MISSOURI

By: _____	By: _____
Name: Tina V. Faraca <u>Michael C. Stoll</u>	Name: _____
Title: Chief <u>Sr. Director, Commercial Officer - T&S</u>	Title: _____
Date: _____	Date: _____

SUPERSEDING
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.

~~SUPERSEDING~~
 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 ~~supersedes~~amends and ~~cancels Contract #459 as~~restates the Superseding Amended and Restated Agreement 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~~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 SCT

EXHIBIT A

Primary Path

From: ~~East Trans DCP Carth MRT Meter #806641~~ 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		
East Trans DCP Carth MRT Meter #808641	84		
Waskom - EGT Meter #808527	95 <u>179</u>		
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

CITY OF POTOSI, MISSOURI

By: _____	By: _____
Name: Tina V. Faraca	<u>Michael C. Stoll</u> Name: _____
Title: Chief <u>Sr. Director, Commercial Officer</u> - T&S	Title: _____
Date: _____	Date: _____

EFFECTIVE ~~JANUARY~~ JUNE 1, ~~2019~~ 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 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 Usage Charge of \$0.3285 per Dth for the Market Zone and \$0.1266 per Dth for the Field Zone.~~

~~For the period beginning August 1, 2019~~ 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.

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

EXHIBIT B
 (continued)

- (e) Term of Rate: Begin Date(s): ~~January~~June 1, 20192021
 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: _____

By: _____

Name: ~~Tina V. Faraca~~ Michael C. Stoll

Name: _____

Title: ~~Chief~~ Sr. Director, Commercial Officer- T&S

Title: _____

Date: _____

Date: _____

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

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Second Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.42, Version ~~0~~1.0.0

Effective ~~January 1, 2019~~ June 1, 2021

Village of Dupo TSA No. 457 (RS SCT)

Option Code "A"

~~SUPERSEDING~~
 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 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 November 1, 1993, as amended and restated ~~January~~June 1, ~~2019~~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 ~~January~~June 1, ~~2019~~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 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 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

VILLAGE OF DUPO, ILLINOIS

By: _____	By: _____
Name: _____ Tina V. Faraca _____ <u>_____ Steven G. Tramonte _____</u>	Name: _____
Title: _____ Chief _____ <u>_____ VP, Commercial _____</u> Officer _____ <u>Transportation & Storage _____</u>	Title: _____
Date: _____	Date: _____

~~SUPERSEDING~~
 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.

~~SUPERSEDING~~
 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) ~~Effective January 1, 2019, this~~ This Agreement ~~supersedes~~amends and ~~cancels Contract #457 as in effect pursuant to an amendment~~restates the Superseding Amended and Restated Service Agreement originally effective November 1, ~~2013~~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 15.8, 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~~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 SCT

EXHIBIT A

Primary Paths

From: ~~EASTRANS DCP CARTH MRT #808641~~ WASKOM - EGT #808527 To: DUPO, VILLAGE OF ~~DUPO~~ #805528
 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 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	43 <u>4992</u>		
EASTRNS DCP CARTH MRT #808641	43		
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

VILLAGE OF DUPO, ILLINOIS

By: _____

By: _____

Name: ~~Tina V. Faraca~~ Steven G. Tramonte

Name: _____

Title: ~~Chief~~ VP, Commercial Officer Transportation & Storage

Title: _____

Date: _____

Date: _____

EFFECTIVE ~~JANUARY~~ JUNE 1, 2019 2021, SUPERSEDES EXHIBIT A EFFECTIVE ~~NOVEMBER~~ JANUARY 1, 2013 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 ~~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 Usage Charge of \$0.3285 per Dth for the Market Zone and \$0.1266 per Dth for the Field Zone. For the period beginning August 1, 2019~~ 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): ~~January~~ June 1, 2019 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.

~~SUPERSEDING~~
 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

_____VILLAGE OF DUPO, ILLINOIS

By: _____

By: _____

Name: ~~Tina V. Faraca~~ Steven G. Tramonte

Name: _____

Title: ~~Chief VP, Commercial Officer~~ Transportation & Storage

Title: _____

Date: _____

Date: _____

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

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Second Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.51, Version ~~0~~1.0.0

Effective ~~January 1, 2019~~ 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 ~~January~~June 1, ~~2019~~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 ~~January~~June 1, ~~2019~~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.

~~SUPERSEDING~~
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

LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

By: _____
Name: Michael C. Stoll
Title: Sr. Director, Commercial – T&S
Date: _____

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

SUPERSEDING
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.

~~SUPERSEDING~~
 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 ~~supersedes~~amends and ~~cancels Contract #5127 as~~restates the Superseding Amended and Restated Agreement 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 all of the capacity previously committed under this Agreement.~~
- ~~16~~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 SCT

EXHIBIT A

Primary Path

From: WASKOM – EGT RCPT #808527

To: ATMOS MO #805502

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 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
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WASKOM – EGT #808527	98 <u>184</u>
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EASTRANS DCP CARTH MRT #808641	86
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TRUNKLINE GAS RECEIPT #12817	633
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STORAGE #805607	1,848
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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

LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

By: _____
 Name: Michael C. Stoll
 Title: Sr. Director, Commercial – T&S
 Date: _____

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

EFFECTIVE ~~JANUARY~~JUNE 1, ~~2019~~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
~~For the period beginning 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 Usage Charge of \$0.3285 per Dth for the Market Zone and \$0.1266 per Dth for the Field Zone.~~

~~For the period beginning August 1, 2019~~ 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.

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

EXHIBIT B
 (continued)

- (e) Term of Rate: Begin Date(s): ~~January~~June 1, 20192021
 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

LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

By: _____
 Name: Michael C. Stoll
 Title: Sr. Director, Commercial – T&S
 Date: _____

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

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

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Second Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 2.53, Version ~~0~~1.0.0

Effective ~~January 1, 2019~~ 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 ~~January~~June 1, ~~2019~~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 ~~January~~June 1, ~~2019~~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.

~~SUPERSEDING~~
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

LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

By: _____
Name: Michael C. Stoll
Title: Sr. Director, Commercial – T&S
Date: _____

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

~~SUPERSEDING~~
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.
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 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) ~~Effective January 1, 2019, this~~ This Agreement ~~supersedes~~ amends and ~~cancels Contract #5129, as in effect pursuant to an amendment~~ restates the Superseding Amended and Restated Agreement effective ~~November~~ January 1, 2013, 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~~ 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 SCT

EXHIBIT A

Primary Path

From: TRUNKLINE GAS RECEIPT #12817

To: ATMOS IL #805532

WASKOM - EGT #808527

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
GLENDAL - EGT FLD RCPT #805547	78 Dth/D		
GLENDAL - EGT MKT RCPT #808654	79 Dth/D		
GULF SOUTH PERRYVILLE #808760	312 Dth/D		
WASKOM - EGT #808527	25 47 Dth/D		
EASTRANS DCP CARTH MRT #808641	22 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

LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

By: _____

By: _____

Name: Michael C. Stoll

Name: _____

Title: Sr. Director, Commercial - T&S

Title: _____

Date: _____

Date: _____

EFFECTIVE ~~JANUARY~~JUNE 1, ~~2019~~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
~~For the period beginning 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 Usage Charge of \$0.3285 per Dth for the Market Zone and \$0.1266 per Dth for the Field Zone.~~

~~For the period beginning August 1, 2019~~ 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.

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

EXHIBIT B
 (continued)

- (e) Term of Rate: Begin Date(s): ~~January~~June 1, 20192021
 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

LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

By: _____
 Name: Michael C. Stoll
 Title: Sr. Director, Commercial – T&S
 Date: _____

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

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

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Second Revised Volume Negotiated Rates and Non-Conforming Agreements

Section 3.3, Version ~~1~~2.0.0

Effective ~~May 1, 2021~~June 1, 2021

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

Option Code "A"

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

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

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

1) TERM

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

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

Evergreen/Term Extension? Yes

This Agreement shall become effective as of ~~May~~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 unless and until terminated by either MRT or Customer by written notice, or electronically via the Internet, as permitted or required by MRT, to the other delivered at least twelve (12) months prior to the contract term end date.

2) QUANTITIES

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

Rate Zone Capacities: See Exhibit A

3) RECEIPT AND DELIVERY POINTS

See Exhibit A

4) RATE

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

5) ADDRESSES

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

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

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

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

UNITED STATES STEEL CORPORATION

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

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

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

GENERAL TERMS AND CONDITIONS

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

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

GENERAL TERMS AND CONDITIONS
(continued)

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

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

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

Primary Path

From: #808527 Waskom – EGT

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		
Eastrans DCP Carth MRT #808641	997		
Waskom – EGT #808527	1,129 2,126		
Perryville Disp – EGT #12993	8,987		
Noark to MRT_Lawrence #805548	929		
Duke @ Leatherman Creek #90570	1,961		
Storage #805607	42,000 29,860	May June 1, 2021 – April 30, 2022 May 1, 2022 and thereafter	

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

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

UNITED STATES STEEL CORPORATION

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

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

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