MIDCONTINENT EXPRESS PIPELINE LLC

April 18, 2019

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

Re: Midcontinent Express Pipeline LLC
Enable Oklahoma Intrastate Transmission, LLC
Joint Abbreviated Application of Midcontinent Express Pipeline LLC and Enable Oklahoma Intrastate Transmission, LLC for Partial Lease Capacity Abandonment Authorization
Docket No. CP19-___-000

Dear Secretary Bose:

Midcontinent Express Pipeline LLC ("MEP") and Enable Oklahoma Intrastate Transmission, LLC, formerly known as Enogex Inc. ("Enable Oklahoma") hereby submit for filing with the Federal Energy Regulatory Commission ("Commission") a joint application under Sections 7 (b) and 7(c) of the Natural Gas Act, and pursuant to Part 157 of the Commission's regulations, requesting the following: (1) authorization for MEP to abandon 7,000 dekatherms per day ("Dth/day") of currently leased transportation capacity held on Enable Oklahoma's intrastate pipeline system; (2) authorization for Enable Oklahoma to amend its limited jurisdiction certificate of public convenience and necessity under which Enable Oklahoma was authorized to lease capacity to MEP, to reflect the return of the 7,000 Dth/day of capacity being abandoned by MEP; and (3) any necessary Commission approvals to implement the reduction in leased capacity under the lease arrangement between MEP and Enable Oklahoma, as more fully described in the joint application, to be effective June 1, 2019.

If you have any questions, please contact me either by phone at (205) 325-3843 or e-mail at brooks_henderson@kindermorgan.com.

Sincerely,

MIDCONTINENT EXPRESS PIPELINE LLC

/s/ T. Brooks Henderson
T. Brooks Henderson
Director, Rates & Regulatory Affairs
Kinder Morgan, Inc. for the Operator of Midcontinent Express Pipeline LLC

Attachments

STATE OF ALABAMA)
) SS.
COUNTY OF JEFFERSON)

T. BROOKS HENDERSON, being first duly sworn, deposes and says that he is a Director of Rates and Regulatory acting on behalf of the Operator of Midcontinent Express Pipeline LLC; that as such he is authorized to sign and verify the attached JOINT ABBREVIATED APPLICATION OF MIDCONTINENT EXPRESS PIPEINE LLC AND ENABLE OKLAHOMA INTRASTATE TRANSMISSION, LLC FOR PARTIAL LEASE CAPACITY ABANDONMENT AUTHORIZATION ("Application"); that said Application was prepared under his direction and supervision; that he knows the contents thereof; and that all of the statements made therein are true to the best of his knowledge, information and belief.

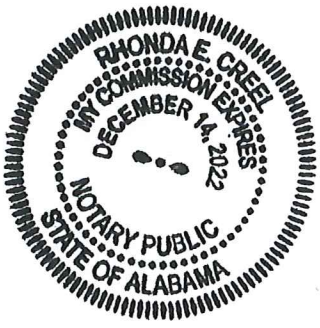
T. Brooks Henderson

T. Brooks Henderson

Subscribed and sworn to before me this 18th day of April, 2019.

Rhonda E. Creel

Notary Public in and for
the State of Alabama



UNITED STATES OF AMERICA

BEFORE THE

FEDERAL ENERGY REGULATORY COMMISSION

Midcontinent Express Pipeline LLC	**)**	**Docket No. CP19-___-000**
Enable Oklahoma Intrastate Transmission, LLC	**)**	

JOINT ABBREVIATED APPLICATION OF MIDCONTINENT EXPRESS PIPEINE LLC AND ENABLE OKLAHOMA INTRASTATE TRANSMISSION, LLC FOR PARTIAL LEASE CAPACITY ABANDONMENT AUTHORIZATION

Pursuant to Sections 7(b) and 7(c) of the Natural Gas Act, as amended ("NGA"),[1] and Sections 157.7 and 157.18 of the regulations of the Federal Energy Regulatory Commission ("FERC" or "Commission"),[2] Midcontinent Express Pipeline LLC ("MEP") and Enable Oklahoma Intrastate Transmission, LLC, formerly known as Enogex Inc. ("Enable Oklahoma")[3] (collectively referred to as "Applicants") submit this joint abbreviated application ("Application") for the following: (1) authorization for MEP to abandon 7,000 dekatherms per day ("Dth/day") of currently leased transportation capacity held on Enable Oklahoma's intrastate pipeline system; (2) authorization for Enable Oklahoma to amend its limited jurisdiction certificate of public convenience and necessity under which Enable Oklahoma was authorized to lease capacity to MEP, to reflect the return of the 7,000 Dth/day of capacity being abandoned by MEP pursuant to this Application; and (3) any necessary Commission approvals to implement the reduction in leased capacity under the lease arrangement between MEP and Enable Oklahoma, as more fully described herein. Applicants respectfully request the Commission to issue an order approving the Application and allow the modification to the lease arrangement between MEP and Enable Oklahoma to be effective as of June 1, 2019.

1 15 U.S.C. § 717f(b) (2012).

2 18 CFR § 157.7 (2019) and 18 CFR §§ 157.18 (2019).

3 On May 1, 2013, Enable Midstream Partners, LP was formed as a limited partnership among OGE Energy Corp., affiliates of ArcLight Capital Partners, LLC, and CenterPoint Energy, Inc. Enable Oklahoma is a wholly-owned subsidiary of Enable Midstream Partners, LP. Throughout this Application, the Joint Applicants will use "Enable Oklahoma" to refer to both Enable Oklahoma Transmission, LLC and Enogex LLC.

In support of this Application, the Applicants submit the following information:

I

COMMUNICATIONS

The persons to whom all communications concerning this Application are to be addressed are:

Karen Ferazzi Assistant General Counsel Kinder Morgan, Inc. for the Operator of Midcontinent Express Pipeline LLC 1001 Louisiana St., Suite 1000 Houston, TX 77002 (713) 369-9354 karen_ferazzi@kindermorgan.com	T. Brooks Henderson Director, Rates & Regulatory Kinder Morgan, Inc. for the Operator of Midcontinent Express Pipeline LLC 569 Brookwood Village, Suite 749 Birmingham, AL 35209 (205) 325-3843 brooks_henderson@kindermorgan.com
Jonathan Christian Assistant General Counsel Enable Midstream Partners, LP 910 Louisiana St., 48th Floor Houston, Texas 77002 Phone: (346) 701-2146 jonathan.christian@enablemidstream.com	Lisa Yoho Senior Director, Regulatory and FERC Compliance Enable Midstream Partners, LP 910 Louisiana St., 48th Floor Houston, TX 77002 Phone: (346) 701-2539 Lisa.yoho@enablemidstream.com

MEP also requests that copies be sent to:

Michael T. Langston VP & Chief Regulatory Officer Energy Transfer Partners, L.P. 1300 Main St. Houston, TX 77002 (713) 989-7610 michael.langston@energytransfer.com	

II

IDENTITY OF THE APPLICANTS_

The exact legal name of MEP is Midcontinent Express Pipeline LLC and its principal place of business is 1001 Louisiana Street, Suite 1000, Houston, Texas 77002. MEP is a limited liability company organized under the laws of the state of Delaware. MEP is a natural gas pipeline company engaged in the business of transporting natural gas in interstate commerce pursuant to Part 284 of the Commission's regulations. MEP's pipeline system originates near the town of Bennington in Bryan County, Oklahoma ("Bennington") and extends through the states of Texas, Louisiana, Mississippi and into Alabama where it terminates at an interconnection with Transcontinental Gas Pipe Line Company, LLC ("Transco") at Transco's Station 85 near the town of Butler in Choctaw County, Alabama. MEP is owned 50% by Kinder

Morgan Operating L.P. "A", a subsidiary of Kinder Morgan Energy Partners, L. P., and 50% by ETC Midcontinent Express LLC, a subsidiary of Energy Transfer Partners L P.

The exact legal name of Enable Oklahoma is Enable Oklahoma Intrastate Transmission, LLC. Enable Oklahoma is a limited liability company organized under the laws of the State of Delaware with its office and principal place of business at One Leadership Square, North Tower, 211 North Robinson Avenue, Suite 950, Oklahoma City, Oklahoma 73102. Enable Oklahoma currently owns and operates natural gas transportation facilities located solely within the State of Oklahoma. Enable Oklahoma's system consists of approximately 2,200 miles of intrastate transmission pipeline arranged in a web-like configuration. Enable Oklahoma receives natural gas into its system from numerous wells and gathering facilities and from other intrastate and interstate pipelines. Through the Enable Oklahoma system, Enable Oklahoma offers both firm and interruptible transportation and storage services on an intrastate basis. Enable Oklahoma also offers firm and interruptible transportation services in interstate commerce under Section 311(a)(2) of the Natural Gas Policy Act of 1978 ("NGPA")[4]. Enable Oklahoma is a wholly-owned subsidiary of Enable Midstream Partners, LP which conducts related operations, through its subsidiaries, in natural gas transportation, gathering, processing and crude oil transportation.

III

CAPACITY LEASE AGREEMENT

MEP holds capacity on Enable Oklahoma's intrastate pipeline pursuant to a Capacity Lease Agreement ("Capacity Lease Agreement") dated December 11, 2006, as amended, which was approved by the FERC as part of the Order Issuing Certificates dated July 25, 2008, in which Order the Commission granted MEP its initial certificate of public convenience and necessity to construct and operate its system, and issued a limited-jurisdiction certificate to Enable Oklahoma to enable it to carry out its jurisdictional responsibilities under the lease agreement, while remaining non-jurisdictional with respect to its intrastate activities.[5] Specifically, as pertains to the Capacity Lease Agreement, in Docket No. CP08-6-000, MEP was granted authority under Section 7(c) of the NGA to lease up to 272,000 Dth/day of capacity (the "Lease Quantity") under the Capacity Lease Agreement, and Enable Oklahoma was granted limited jurisdiction certificate authority under Section 7(c) of the NGA to lease said capacity to MEP in Docket No. CP08-9-000. The Capacity Lease Agreement was designed to allow MEP to receive gas tendered by certain of its shippers at various points in Oklahoma and transport that gas on a firm basis to the interconnection with MEP's system at Bennington, and thereafter to points of interconnection with other interstate pipelines.

[4] 15 U.S.C. § 3371(a)(2).
[5] *Order Issuing Certificates*, 124 FERC ¶ 61,089 (2008).

Currently, the Lease Quantity consists of receipt capacity of: (i) 165,000 Dth/day from Enable Oklahoma's West Pool in Bryan County, Oklahoma ("West Pool"), (ii) 100,000 Dth/day in the aggregate from the tailgate of the Waynoka and/or Rose Valley gas processing plants near Bennington, Oklahoma in Woods County, Oklahoma ("Waynoka/Rose Valley"), and (iii) 7,000 Dth/day from Enable Oklahoma's East Pool in Bryan County, Oklahoma ("East Pool"), all of which capacity extends to an interconnect at the beginning of MEP's pipeline near Bennington in Bryan County, Oklahoma[6]. These capacity levels are adjusted to reflect updated fuel retention percentages from time to time, as appropriate, in accordance with MEP's consecutive 6-month fuel tracker. The primary term of the Capacity Lease Agreement began on June 1, 2009 and continues for a primary term of ten years, through May 31, 2019, subject to MEP's right to extend and, if desired, reduce the Lease Quantity upon 350 days' prior written notice to Enable Oklahoma.

The Capacity Lease Agreement has been amended numerous times. Amendment Nos. 1, 2, 3, and 4[7] were made primarily to update specific receipt point capacity to reflect original MEP shipper commitments. Amendment No. 5 was made to establish the initial capacity necessary for the receipt and transport of the MEP Fuel Quantity applicable to shippers utilizing the Lease Quantity, and Amendment No. 14 was made primarily to add the interconnect between Enable Oklahoma and the Rose Valley gas processing plant as a receipt point, creating the Waynoka/Rose Valley point[8]. All other amendments were made to update MEP Fuel retention percentages, which have changed from time to time in accordance with MEP's consecutive 6-month fuel tracker, and reflected in each corresponding fuel tracker filing made by MEP.

IV

CAPACITY LEASE AGREEMENT REDUCTION AND AMENDMENT OF LIMITED JURISDICTION CERTIFICATE

The Applicants request that the Commission authorize the abandonment of the entire 7,000 Dth/day of leased capacity at Enable Oklahoma's East Pool ("East Pool Leased Capacity"), to be effective as of June 1, 2019. At the present the time, there are no contracts from shippers on MEP for service utilizing the East Pool Leased Capacity, and no requests to utilize it in the future. Accordingly, MEP elected to extend the term of the Capacity Lease Agreement for one year, through May 31, 2020, and reduce the Lease

[6] Under the Capacity Lease Agreement, the Lease Quantity also includes capacity necessary for the receipt of applicable Enable Oklahoma system fuel gas , as well as capacity necessary for the receipt and transportation of fuel lost and unaccounted for gas required to support transportation service on the MEP system downstream of Bennington as nominated by MEP (MEP Fuel) .
[7] Amendment Nos. 1, 2 and 3 were included in Exhibit U in MEP's Certificate Application in Docket No. CP08-6-000. Amendment No 4, dated April 4, 2008, was submitted to the Commission on April 23, 2008 in Docket No. CP08-6-000 as a supplement to MEP's Certificate Application.
[8] Amendment No. 14, dated June 13, 2014, was submitted to the Commission on July 3, 2014 in Docket No. CP08-6-000 as an informational filing.

Quantity by the entire 7,000 Dth/day of East Pool Leased Capacity effective June 1, 2019. MEP submitted written notice of these elections to Enable Oklahoma as required by the Capacity Lease Agreement ("Lease Extension Notice"), a copy of which is included within Exhibit U to this Application. MEP's election will result in receipt capacity under the Capacity Lease Agreement of (i) 165,000 Dth/day from the West Pool, and (ii) 100,000 Dth/day from Waynoka/Rose Valley. MEP retains the right to further extend the Capacity Lease Agreement beyond the new expiration date.

In addition, Enable Oklahoma requests that the Commission authorize amendment of the limited jurisdiction certificate, effective June 1, 2019, to remove the entire 7,000 Dth/day East Pool Leased Capacity. Because MEP is abandoning this capacity, Enable Oklahoma no longer needs to include it in the limited jurisdiction certificate pursuant to which it was leased to MEP. Once the Commission approves this abandonment, Enable Oklahoma will have exclusive control and ownership of this capacity, and this capacity will be used in its day-to-day operations. Enable Oklahoma will make this capacity available to its shippers subject to its Statement of Operating Conditions. Enable Oklahoma will continue to provide transportation services to its customers utilizing the reverted East Pool Leased Capacity, with no change in the nature, scope, or characteristics of the existing services.

V

PUBLIC CONVENIENCE AND NECESSITY

As discussed above, the Commission previously approved MEP's proposal to construct its pipeline facilities and enter into the Capacity Lease Agreement with Enable Oklahoma, finding that the proposals satisfy the criteria set out in the Commission's Certificate Policy Statement[9] and are consistent with the public convenience and necessity. Likewise, the proposed reduction of the Lease Quantity and resulting reduction in the monthly lease payment are consistent with the public convenience and necessity.

The requested abandonment is being performed contractually pursuant to the terms of the Capacity Lease Agreement which the Commission approved as part of the certificate authority granted in Docket No. CP08-06, and will result in a reduction of MEP's monthly lease payment to Enable Oklahoma from $1,271,400 to $1,252,500, corresponding to the quantity of East Pool Capacity no longer being utilized by MEP's shippers[10]. The East Pool Capacity is not being used by any MEP shippers and there are no requests by MEP shippers to use it in the future. Returning this capacity to Enable Oklahoma will allow it to be utilized in the intrastate market, rather than remain unused by MEP's shippers.

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[9] *Certification of New Interstate Natural Gas Pipeline Facilities*, 88 FERC ¶ 61,227 (1999), *order on clarification*, 90 FERC ¶ 61,128 (2000), *order on clarification*, 92 FERC ¶ 61,094 (2000) ("Certificate Policy Statement").

[10] The monthly lease payments described herein are based on a 30-day month, exclusive of fuel.

For these reasons, MEP submits that the requested abandonment authorization and amendment to Enable Oklahoma's limited jurisdiction certificate are required by the public convenience and necessity, and should be granted by the Commission, consistent with NGA Sections 7(b) and 7(c).

VI

ENVIRONMENTAL IMPACT

This Application is eligible for a categorical exclusion, as provided under 18 C.F.R. § 380.4(a)(1), thus eliminating the need for preparation of either an environmental assessment or an environmental impact statement.[11] No facilities will be physically abandoned, modified, or installed on either MEP's or Enable Oklahoma's system, and there will be no ground disturbance. The abandonment of capacity by MEP and the reacquisition thereof by Enable Oklahoma are purely administrative procedures and do not constitute major Federal actions that could significantly affect the quality of the human environment.

VII

EXHIBITS

This is an abbreviated application filed pursuant to Section §§ 157.6, 157.7, and 157.18 of the Commission's regulations. Pursuant to these sections, the Applicants have omitted those exhibits and data that are not applicable or are unnecessary to fully disclose the nature and extent of the proposed abandonments. The following is a listing of the exhibits and documents filed with this Application, together with a description of those exhibits omitted and the reasons relied upon in support of such omissions, where applicable.

EXHIBIT A — ARTICLES OF INCORPORATION AND BY-LAWS

For MEP: Copies of MEP's Articles of Incorporation and By-Laws, Certificate of Formation and Second Amended and Restated Limited Liability Company Agreement were filed in Docket No. Docket No. CP08-6-000 and are incorporated herein by reference.

For Enable Oklahoma: Submitted herewith are copies of Enable Oklahoma's Articles of Incorporation and Limited Liability Company Agreement.

[11] Pursuant to 18 C.F.R. § 380.4(a)(1), neither an environmental assessment nor an environmental impact statement is necessary if the project involves the "[p]rocedural, ministerial, or internal administrative and management actions, programs, or decisions, including procurement, contracting, personnel actions, corrections or clarifications of filings or orders, and acceptance, rejection and dismissal of filings."

EXHIBIT B — STATE AUTHORIZATION

For MEP: A list of states where MEP is authorized to do business was filed in Docket No. Docket No. CP08-6-000 and is incorporated herein by reference.

For Enable Oklahoma: Submitted herewith are copies of Enable Oklahoma's state authorizations.

EXHIBIT C — COMPANY OFFICIALS

Submitted herewith is a list of MEP's company officials.

Submitted herewith is a list of Enable Oklahoma's company officials.

EXHIBIT D — SUBSIDIARIES AND AFFILIATIONS

Submitted herewith is a description of MEP's subsidiaries and affiliations.

Submitted herewith is a description of Enable Oklahoma's subsidiaries and affiliations.

EXHIBIT E — OTHER PENDING APPLICATIONS AND FILINGS

Omitted. There are no other pending application and filings related to this Application.

EXHIBIT F — LOCATION OF FACILITIES

Submitted herewith is a map showing the applicable portions of MEP's and Enable Oklahoma's systems, including designation of Enable Oklahoma's East Pool.

EXHIBIT F-1 — ENVIRONMENTAL REPORT

Omitted. There is no construction or removal of facilities proposed in the Application.

EXHIBITS G, G-I, and G-II — FLOW DIAGRAMS SHOWING DAILY DESIGN CAPACITY AND REFLECTING OPERATION WITH AND WITHOUT PROPOSED FACILITIES ADDED, FLOW DIAGRAMS REFLECTING MAXIMUM CAPABILITIES, FLOW DIAGRAM DATA

Omitted. The abandonment of the East Pool Capacity by MEP and the reacquisition thereof by Enable Oklahoma will not change the overall delivery capability of MEP's or Enable Oklahoma's systems.

EXHIBIT H TOTAL GAS SUPPLY DATA

Omitted. Not applicable.

EXHIBIT I MARKET DATA

Omitted. Not applicable

EXHIBIT J FEDERAL AUTHORIZATIONS

Omitted. There are no federal authorizations required for this Application.

EXHIBIT K COST OF FACILITIES

Omitted. No costs will be incurred by MEP or Enable Oklahoma as a result of authority being requested in this Application.

EXHIBIT L FINANCING

Omitted. Not applicable as no construction of facilities is proposed in the Application.

EXHIBIT M CONSTRUCTION, OPERATION AND MANAGEMENT

Omitted. Not applicable as no construction of facilities is proposed in the Application.

EXHIBIT N REVENUES, EXPENSES AND INCOME

Omitted. Not applicable as no construction of facilities is proposed in the Application.

EXHIBIT O DEPRECIATION AND DEPLETION

Omitted. Not applicable as no construction of facilities is proposed in the Application.

EXHIBIT P TARIFF

Omitted. There are no new Tariff sheets being submitted with this Application. As referenced in the description of Exhibit X, below, MEP will make a filing to

remove references to the East Pool Capacity and the rate associated therewith from its Tariff following approval of this Application.

EXHIBIT T RELATED APPLICATIONS

The East Pool Lease Quantity proposed to be abandoned by MEP and reacquired by Enable Oklahoma in the Application was certificated in Docket No. CP08-6-000. Enable Oklahoma was granted limited jurisdiction authority to lease this capacity to MEP in Docket No. CP08-9-000.

EXHIBIT U CONTRACTS AND OTHER AGREEMENTS

The Capacity Lease Agreement, which was submitted as Exhibit U to MEP's application filed in Docket No. CP08-6-000, including amendments 1, 2, 3, 4, 5, and 14 thereto[12], and the Lease Extension Notice are submitted herewith.

EXHIBIT V FLOW DIAGRAM SHOWING DAILY DESIGN CAPACITY AND REFLECTING OPERATION OF MEP's SYSTEM AFTER ABANDONMENT

Omitted. The Application proposes only to abandon a portion of currently leased capacity and does not involve the abandonment or change in capacity of any natural gas facilities owned by MEP or Enable Oklahoma.

EXHIBIT W IMPACT ON CUSTOMERS WHOSE SERVICE WILL BE TERMINATED

Omitted. No customer's service will be terminated as a result of the authority requested herein.

EXHIBIT X EFFECT OF THE ABANDONMENT ON EXISTING TARIFFS

Omitted. MEP is not requesting any changes to its Tariff as part of the requested abandonment authority. MEP will make a filing to remove references to the East Pool Capacity and the rate associated therewith from its Tariff following approval of this Application. The proposed abandonment by MEP of the leased capacity and the return of that capacity to Enable Oklahoma will have no effect on Enable

[12] The remaining amendments, which were made to update MEP's Fuel retention percentages and reflected in each corresponding 6-month fuel tracker filing made by MEP, are not included with this Application.

Oklahoma's existing Statement of Operating Conditions. Enable Oklahoma will continue to provide transportation services to its customers utilizing the reverted capacity, with no change in the nature, scope, or characteristics of the existing services. Enable Oklahoma will make this capacity available to its shippers subject to its existing Statement of Operating Conditions.

EXHIBIT Y ACCOUNTING TREATMENT OF ABANDONMENT

Omitted. MEP and Enable Oklahoma do not propose to permanently abandon any facilities herein.

VIII

FEDERAL REGISTER NOTICE

A form of notice suitable for publication in the Federal Register is attached.

IX

CONCLUSION

WHEREFORE, the Applicants respectfully request that the Commission, for the reasons set forth herein, issue an order (1) authorizing MEP to abandon the 7,000 Dth/day of East Pool Capacity, (2) authorizing Enable Oklahoma to amend its limited jurisdiction certificate of public convenience and necessity under which Enable Oklahoma was authorized to lease capacity to MEP, to reflect the return of the 7,000 Dth/day of East Pool Capacity being abandoned by MEP pursuant to this Application; (3) approving MEP's Second Revised Tariff Sheet No. 5; and (4) granting any necessary approvals to implement the reduction in leased capacity under the Capacity Lease Agreement between MEP and Enable Oklahoma. The Applicants respectfully request the Commission to issue an order approving the Application, and allow the modification to the Capacity Lease Agreement to be effective as of June 1, 2019, as contemplated in the Notice submitted by MEP to Enable Oklahoma pursuant to Section 3.1(a) of the Capacity Lease Agreement.

In addition, the Applicants request that the Commission grant any waivers as the Commission deems necessary or as may be required to perform the acts contemplated herein. the Applicants also request that this Application be processed in accordance with the shortened procedure as provided in Rule 802 of the Commission's Rules of Practice and Procedure.[13] In that connection, the Applicants respectfully request that the intermediate decision procedure be omitted, and waives oral hearing and opportunity for filing

[13] 18 CFR § 385.802 (2019).

exceptions to the decision of the Commission. In the event this Application is uncontested, the Applicants further request that the Commission grant the requested certificate and abandonment authorization under its delegation authority pursuant to Section 375.307 of the Commission's Regulations.[14]

Respectfully submitted,

MIDCONTINENT EXPRESS PIPELINE LLC

/s/ T. Brooks Henderson
T. Brooks Henderson
Director, Rates and Regulatory

ENABLE OKLAHOMA INTRASTATE TRANSMISSION, LLC

/s/ Jonathan Christian
Jonathan Christian
Assistant General Counsel

Dated at Birmingham, Alabama
This 18th day of April, 2019

[14] 18 CFR § 375.307 (2019).

Midcontinent Express Pipeline LLC
Enable Oklahoma Intrastate Transmission, LLC
Docket No. CP19- -000
Exhibit A

ARTICLES OF INCORPORATION AND BY-LAWS FOR ENABLE OKLAHOMA

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "ENABLE OKLAHOMA INTRASTATE TRANSMISSION, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF INCORPORATION, FILED THE TWENTY-FIRST DAY OF NOVEMBER, A.D. 2007, AT 12:37 O'CLOCK P.M.

CERTIFICATE OF MERGER, FILED THE THIRTY-FIRST DAY OF MARCH, A.D. 2008, AT 1:55 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF APRIL, A.D. 2008, AT 10 O'CLOCK A.M.

CERTIFICATE OF CONVERSION, CHANGING ITS NAME FROM "NAVIGATOR NEWCO INC." TO "ENOGEX LLC", FILED THE THIRTY-FIRST DAY OF MARCH, A.D. 2008, AT 1:56 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF CONVERSION IS THE FIRST DAY OF APRIL, A.D. 2008, AT 10:01 O'CLOCK A.M.

CERTIFICATE OF FORMATION, FILED THE THIRTY-FIRST DAY OF MARCH, A.D. 2008, AT 1:56 O'CLOCK P.M.

Jeffrey W. Bullock, Secretary of State

4461490 8100H

AUTHENTICATION: 1281505

140451043

DATE: 04-09-14

You may verify this certificate online at corp.delaware.gov/authver.shtml

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF FORMATION IS THE FIRST DAY OF APRIL, A.D. 2008, AT 10:01 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "ENOGEX LLC" TO "ENABLE OKLAHOMA TRANSMISSION, LLC", FILED THE TWENTY-NINTH DAY OF JULY, A.D. 2013, AT 2:34 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE THIRTIETH DAY OF JULY, A.D. 2013.

CERTIFICATE OF CORRECTION, CHANGING ITS NAME FROM "ENABLE OKLAHOMA TRANSMISSION, LLC" TO "ENABLE OKLAHOMA INTRASTATE TRANSMISSION, LLC", FILED THE THIRTY-FIRST DAY OF JULY, A.D. 2013, AT 5:38 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "ENABLE OKLAHOMA INTRASTATE TRANSMISSION, LLC".

Jeffrey W. Bullock, Secretary of State

4461490 8100H

140451043

AUTHENTICATION: 1281505

DATE: 04-09-14

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:48 PM 11/21/2007
FILED 12:37 PM 11/21/2007
SRV 071247202 - 4461490 FILE

CERTIFICATE OF INCORPORATION

OF

NAVIGATOR NEWCO INC.

A STOCK CORPORATION

I, the undersigned, for the purpose of incorporating and organizing a corporation under the General Corporation Law of the State of Delaware, do hereby certify as follows:

FIRST: The name of the corporation (the "Corporation") is:

Navigator Newco Inc.

SECOND: The address of the Corporation's registered office in the State of Delaware is 1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801. The name of the Corporation's registered agent at such address is The Corporation Trust Company.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH: The total number of shares which the Corporation shall have authority to issue is One Thousand (1,000) shares of Common Stock, par value of $0.01 per share.

FIFTH: Elections of directors need not be by written ballot except and to the extent provided in the bylaws of the Corporation.

SIXTH: To the full extent permitted by the General Corporation Law of the State of Delaware or any other applicable laws presently or hereafter in effect, no director of the Corporation shall be personally liable to the Corporation or its stockholders for or with respect to any acts or omissions in the performance of his or her duties as a director of the Corporation.

Any repeal or modification of this Article Sixth shall not adversely affect any right or protection of a director of the Corporation existing immediately prior to such repeal or modification.

SEVENTH: Each person who is or was or had agreed to become a director or officer of the Corporation, or each such person who is or was serving or who had agreed to serve at the request of the Board of Directors or an officer of the Corporation as an employee or agent of the Corporation or as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise (including the heirs, executors, administrators or estate of such person), shall be indemnified by the Corporation to the full extent permitted by the General Corporation Law of the State of Delaware or any other applicable laws as presently or hereafter in effect. Without limiting the generality or the effect of the foregoing, the Corporation may enter into one or more agreements with any person which provide for indemnification greater or different than that provided in this Article Seventh. Any repeal or modification of this Article Seventh shall not adversely affect any right or protection existing hereunder immediately prior to such repeal or modification.

EIGHTH: In furtherance and not in limitation of the rights, powers, privileges, and discretionary authority granted or conferred by the General Corporation Law of the State of Delaware or other statutes or laws of the State of Delaware, the Board of Directors is expressly authorized to make, alter, amend or repeal the bylaws of the Corporation, without any action on the part of the stockholders, but the stockholders may make additional bylaws and may alter, amend or repeal any bylaw whether adopted by them or otherwise. The Corporation may in its bylaws confer powers upon its Board of Directors in addition to the foregoing and in addition to the powers and authorities expressly conferred upon the Board of Directors by applicable law.

NINTH: The Corporation reserves the right at any time and from time to time to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereafter prescribed herein or by applicable law; and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to this reservation.

TENTH: The name and mailing address of the sole incorporator is:

Carla D. Brockman
c/o OGE Energy Corp.
321 North Harvey
Oklahoma City, Oklahoma 73102

IN WITNESS WHEREOF, I the undersigned, being the sole incorporator hereinabove named, do hereby execute this Certificate of Incorporation this 8th day of November, 2007.

Carla D. Brockman

Carla D. Brockman
Incorporator

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:55 PM 03/31/2008
FILED 01:55 PM 03/31/2008
SRV 080374700 - 4461490 FILE

CERTIFICATE OF MERGER
OF
ENOGEX INC.
WITH AND INTO
NAVIGATOR NEWCO INC.

Pursuant to Title 8, Section 252 of the General Corporation Law of the State of Delaware, as amended (the "DGCL"), Navigator Newco Inc., a Delaware corporation (the "Company"), hereby states the following relating to the merger (the "Merger") of Enogex Inc., an Oklahoma corporation ("Enogex"), with and into the Company:

FIRST: The name and state of incorporation of each of the constituent corporations in the Merger are as follows:

Name	State of Incorporation
Navigator Newco Inc.	Delaware
Enogex Inc.	Oklahoma

SECOND: The Agreement and Plan of Merger dated March 27, 2008 (the "Merger Agreement") between Enogex and the Company setting forth the terms and conditions of the Merger has been approved, adopted, certified, executed and acknowledged by the Company and Enogex in accordance with Section 252 of the DGCL (and, with respect to the Company, by the written consent of its sole stockholder in accordance with Section 228 of the DGCL).

THIRD: The name of the surviving corporation in the Merger is Navigator Newco Inc. (the "Surviving Corporation").

FOURTH: The Certificate of Incorporation of the Company as in effect immediately prior to the Merger shall be the Certificate of Incorporation of the Surviving Corporation.

FIFTH: The executed Merger Agreement is on file at the principal place of business of the Surviving Corporation. The address of the principal place of business of the Surviving Corporation is 600 Central Park Two, 515 Central Park Drive, Oklahoma City, Oklahoma 73105.

SIXTH: A copy of the Merger Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of any constituent corporation.

SEVENTH: The authorized capital stock of Enogex is 10,000,000 shares of common stock, par value $0.10 per share.

EIGHTH: The Merger shall be effective at 10:00 a.m., Eastern time, on April 1, 2008.

(Signature Page Follows)

IN WITNESS WHEREOF, this Certificate of Merger has been signed by an authorized officer on behalf of the surviving corporation on the 31st day of March, 2008.

NAVIGATOR NEWCO INC.

By: _____
Name: Stephen E. Merrill
Title: Vice President and Chief Financial Officer

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:55 PM 03/31/2008
FILED 01:56 PM 03/31/2008
SRV 080374720 - 4461490 FILE

CERTIFICATE OF CONVERSION TO LIMITED LIABILITY COMPANY

OF

NAVIGATOR NEWCO INC.

TO

ENOGEX LLC

This Certificate of Conversion to Limited Liability Company, dated as of March 31, 2008, has been duly executed and is being filed by Navigator Newco Inc., a Delaware corporation (the "Company"), and by an authorized person of Enogex LLC, a Delaware limited liability company, to convert the Company to the limited liability company under the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.) and the General Corporation Law of the State of Delaware (8 Del. C. § 101, et seq.) (the "DGCL").

1. The Company filed its original certificate of incorporation with the Secretary of State of the State of Delaware and was first incorporated on November 21, 2007, in the State of Delaware, and was incorporated in the State of Delaware immediately prior to the filing of this Certificate of Conversion to Limited Liability Company.

2. The name of the Company immediately prior to filing this Certificate of Conversion to Limited Liability Company was "Navigator Newco Inc."

3. The name of the limited liability company into which the Company shall be converted as set forth in its Certificate of Formation is "Enogex LLC."

4. The conversion of the Company to the limited liability company has been approved and adopted in accordance with the provisions of Sections 228 and 266 of the DGCL.

5. The conversion of the Company to the limited liability company shall be effective at 10:01 a.m., Eastern time, on April 1, 2008.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Conversion to Limited Liability Company on this 31st day of March, 2008.

NAVIGATOR NEWCO INC.

By: _____
Name: Stephen E. Merrill
Title: Vice President and Chief Financial Officer

_____
Name: Stephen E. Merrill
Authorized Person of LLC

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:55 PM 03/31/2008
FILED 01:56 PM 03/31/2008
SRV 080374720 - 4461490 FILE

CERTIFICATE OF FORMATION
OF
ENOGEX LLC

FIRST: The name of the limited liability company formed hereby is:

Enogex LLC

SECOND: The address of the limited liability company's registered office in the State of Delaware is c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, County of New Castle. The name of the limited liability company's registered agent at such address is The Corporation Trust Company.

THIRD: This Certificate of Formation shall be effective at 10:01 a.m., Eastern time, on April 1, 2008.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Enogex LLC this 31st day of March, 2008.

By: _____
Name: Stephen E. Merrill
Authorized Person

Name Reservation Status

Reservation No.	Entity Name	Entity Type	Cost	Status	Expiration Date (mm/dd/yyyy)
4509112	ENOGEX LLC	LIMITED LIABILITY COMPANY (LLC)	**75.00**	RESERVED	06/24/2008

SRV Number - 080212440
Payment Type - Credit Card
Card Number - **********4179
Card Type - MC
Credit Card Reference Number - 022508110114817
Amount Charged - $75.00

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:39 PM 07/29/2013
FILED 02:34 PM 07/29/2013
SRV 130929350 - 4461490 FILE

CERTIFICATE OF AMENDMENT

OF CERTIFICATE OF FORMATION

OF ENOGEX LLC

Enogex LLC, a limited liability company organized and existing under the laws of the State of Delaware (the "Company"), hereby certifies as follows:

1. The name of the Company is Enogex LLC.

2. The Managers of the Company duly adopted resolutions authorizing this amendment to the Certificate of Formation as described herein and in accordance with the provisions of the Delaware Limited Liability Company Act.

3. The original certificate of incorporation of the Company was filed with the Secretary of State of the State of Delaware on November 21, 2007, and the Company was converted to a limited liability company pursuant to a certificate of formation effective as of April 1, 2008 (the "Certificate").

4. The amendment to the Certificate effected by this Certificate of Amendment changes the name of the Company to Enable Oklahoma Transmission, LLC.

5. The text of First of the Certificate is hereby amended to read in its entirety as follows:

   "FIRST: The name of the limited liability company formed hereby is Enable Oklahoma Transmission, LLC, and will be effective as of July 30, 2013."

IN WITNESS WHEREOF, I, the undersigned, being the Manager of the Company, do hereby execute this Certificate of Amendment this July 29, 2013.

/s/ E. Keith Mitchell

E. Keith Mitchell
Manager

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:47 PM 07/31/2013
FILED 05:38 PM 07/31/2013
SRV 130941183 - 4461490 FILE

CERTIFICATE OF CORRECTION
OF
CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF FORMATION
OF
ENABLE OKLAHOMA TRANSMISSION, LLC

Enable Oklahoma Transmission, LLC, a limited liability company (the "Company"), organized and existing under the General Corporation Law of the State of Delaware (the "DGCL"), hereby certifies as follows:

1. The name of the Company is Enable Oklahoma Transmission, LLC.

2. The Certificate of Amendment of Certificate of Formation of Enogex LLC (the "Certificate") was filed by the Secretary of State of Delaware on July 29, 2013, and the Certificate requires correction as permitted by Section 18-211 of the DGCL.

3. The inaccuracy or defect of the Certificate to be corrected is as follows:

   The Certificate was filed with an error in the name change of the Company. Such error was the mistaken omission of the word "Intrastate" in the name change of the Company.

4. The Certificate is hereby corrected to read as follows:

   4. The amendment to the Certificate effected by this Certificate of Amendment changes the name of the Company to Enable Oklahoma Intrastate Transmission, LLC.

   5. The text of First of the Certificate is hereby amended to read in its entirety as follows:

      "FIRST: The name of the limited liability company formed hereby is Enable Oklahoma Intrastate Transmission, LLC, and will be effective as of July 30, 2013."

IN WITNESS WHEREOF, I, the undersigned, being the Manager of the Company, do hereby execute this Certificate of Correction this July 31, 2013.

/s/ E. Keith Mitchell
E. Keith Mitchell
Manager

THE INTERESTS DESCRIBED IN THIS DOCUMENT ARE SUBJECT TO RESTRICTIONS ON ASSIGNMENT AND TRANSFER SET FORTH HEREIN. THE INTERESTS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR ANY STATE SECURITIES LAW AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED UNTIL REGISTERED OR UNTIL THE COMPANY HAS RECEIVED AN OPINION OF LEGAL COUNSEL, OR OTHER ASSURANCES SATISFACTORY TO THE COMPANY, THAT AN INTEREST MAY LEGALLY BE SOLD OR OTHERWISE TRANSFERRED WITHOUT REGISTRATION.

FIRST AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

OF

ENABLE OKLAHOMA INTRASTATE TRANSMISSION, LLC

dated as of

July 31, 2013

FIRST AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
ENABLE OKLAHOMA INTRASTATE TRANSMISSION, LLC

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FIRST AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
ENABLE OKLAHOMA INTRASTATE TRANSMISSION, LLC

THIS FIRST AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (the "***Agreement***") is made effective as of the 31 day of July, 2013 by Enable Intrastate Holdings II, LLC, a Delaware limited liability company (the "***Member***") as the sole member of Enable Oklahoma Intrastate Transmission, LLC (the "***Company***"). Terms that are capitalized and not otherwise defined have the meanings set forth in Article II of this Agreement.

WHEREAS, Navigator Newco Inc. (the "***Corporation***"), was formed as a Delaware corporation on November 21, 2007, by the filing with the Secretary of State of the State of Delaware of a Certificate of Incorporation of the Corporation (the "***Certificate of Incorporation***");

WHEREAS, the Corporation was converted to a Delaware limited liability company (the "***Conversion***") by the filing with the Secretary of State of the State of Delaware of a Certificate of Conversion to Limited Liability Company (the "***Certificate of Conversion***") and a Certificate of Formation of the Company (the "***Certificate of Formation***");

WHEREAS, the Company entered into a Limited Liability Company Agreement dated as of April 1, 2008 (the "***Original Agreement***"); and

WHEREAS, the Member desires to amend and restate the Original Agreement in its entirety to provide for the conduct of the business and affairs of the Company in accordance with the terms and conditions of this Agreement, as it may be amended from time to time.

In consideration of the mutual covenants and subject to the terms and conditions of this Agreement, the Member hereby agrees:

ARTICLE I ORGANIZATIONAL MATTERS

Section 1.1 **Formation of the Company; Term.** The Company was formed as of November 21, 2007 by filing the Certificate of Incorporation with the Secretary of State of the State of Delaware. The Company was converted to a Delaware limited liability company on April 1, 2008 by filing the Certificate of Conversion and the Certificate of Formation with the Secretary of State of the State of Delaware. The rights and liabilities of the Member shall be determined pursuant to the provisions of the Certificate of Formation, the Delaware Limited Liability Company Act (the "***Act***") and this Agreement. Unless sooner dissolved and liquidated in accordance with this Agreement, the Company is to continue in perpetuity.

Section 1.2 **Name.** The name of the Company is: "Enable Oklahoma Intrastate Transmission, LLC."

Section 1.3 **Purpose of the Company; Business.** The purpose of the Company is to: (a) carry on any business permitted by the Act and (b) perform all things necessary or incidental to or connected with or growing out of those activities in accordance with this Agreement.

Section 1.4 **Principal Place of Business, Office and Agent.** The Company's principal place of business, which is also the mailing address and the office where the Company's records are kept, is Enable Oklahoma Intrastate Transmission, LLC, One Leadership Square, 211 North Robinson Avenue, Suite 950, Oklahoma City, Oklahoma 73102. The registered office of the Company in the State of Delaware is the office of the registered agent of the Company in the State of Delaware. The registered agent of the Company in the State of Delaware is The Corporation Trust Company, located at Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. The Member, from time to time as it finds necessary or appropriate, may change the registered agent in the State of Delaware or the principal place of business of the Company, and may establish additional places of business or offices for maintenance of records. The Member shall amend the Certificate of Formation of the Company and this Section 1.4 to reflect each change in the identity or address of the registered agent in the State of Delaware.

Section 1.5 **Fictitious Business Name Statement; Other Certificates.** The Member may, from time to time, register the Company as a foreign limited liability company and file fictitious or trade name statements, certificates or similar filings in those jurisdictions and offices as the Member considers necessary or appropriate. The Company may do business under any fictitious business names approved by the Member. The Member will, from time to time, file or cause to be filed certificates of amendment, certificates of cancellation or other certificates as the Member reasonably considers necessary or appropriate under the Act as an authorized person of the Company within the meaning of the Act, or under the laws of any jurisdiction in which the Company is doing business to establish and continue the Company as a limited liability company or to protect the limited liability of the Member.

Section 1.6 **Original Member and Admission of Additional Members.** Subject to Section 3.7, the original Member has the right to admit additional Members. Until the admission of an additional Member, the original Member has all the power and authority of the Members under this Agreement. Upon the admission of an additional Member, this Agreement shall be amended in accordance with Section 5.4 to reflect the rights and responsibilities of the Members.

ARTICLE II DEFINITIONS

When capitalized in this Agreement, the terms and phrases set forth in this Article have the following definitions:

"***Act***" means the Delaware Limited Liability Company Act (6 Del.C. §18-101 et seq.), as amended from time to time. Any reference to the Act automatically includes a reference to any subsequent or successor limited liability company law of the State of Delaware.

"***Affiliate***" means, with respect to any Person, any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with the specified Person. A Person controls another Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the

"controlled" Person, whether through ownership of voting securities, by contract or otherwise. Affiliate also includes any Person who is related by blood or marriage to the Person in question.

"***Agreement***" means this First Amended and Restated Limited Liability Company Agreement, as it may be amended from time to time.

"***Bankruptcy***" means, with respect to any Person, that Person's filing a petition or otherwise voluntarily commencing a case or proceeding, or filing an answer not denying the material allegations of a complaint in any proceeding seeking relief under any federal or state bankruptcy, insolvency or debtors' reorganization law; being the voluntary or involuntary subject of an order for relief by any court under any such law; or being adjudicated a "bankrupt," "debtor" or "insolvent" under any such law; or there being appointed under any such law a "trustee," "receiver" or "custodian" to manage his, her or its business or properties; or there being commenced under any such law a case or proceeding proposing such an order for relief, adjudication or appointment with respect to that Person or its business, which proceeding is consented to by that Person or which is not dismissed within 90 days after being commenced. The foregoing definition of "Bankruptcy" is intended to replace and shall supersede and replace the definition of "Bankruptcy" set forth in Sections 18-101(1) and 18-304 of the Act.

"***Code***" means the Internal Revenue Code of 1986, as amended. References to specific sections of the Code include references to corresponding provisions of any succeeding internal revenue law of the United States of America.

"***Company***" means Enable Oklahoma Intrastate Transmission, LLC.

"***Fiscal Year***" means the fiscal year of the Company as determined by the Member from time to time, and, initially, means a fiscal year ending on December 31.

"***Interest***" means a Member's limited liability company interest in the Company, measured in Shares, and shall include any and all benefits to which a Member may be entitled under this Agreement and the obligations of a Member under this Agreement.

"***Majority Vote***" means the vote of the Members holding more than a 50 percent Share.

"***Member***" means Enable Intrastate Holdings II, LLC executing this Agreement as the original member of the Company and its successors in interest and other Persons, in each case, who are admitted as members of the Company, each in its capacity as a member of the Company. Reference to a "Member" means any one of the Members so long as that Person is a member of the Company.

"***Officers***" means the officers of the Company, if any, appointed and acting, from time to time, under Section 4.5 of this Agreement.

"***Person***" means and includes any natural person and any corporation, firm, partnership, trust, estate, limited liability company or other entity resulting from any form of association.

"***Share***" means a percentage of all Interests in the Company. The original Member holds a 100% Share, and will continue to do so until such time, if ever, as another Member is admitted with an Interest, at which time the Members shall agree to their respective Shares.

"***Transfer***" means any sale, assignment, pledge, hypothecation, encumbrance, disposition, transfer (including, without limitation, a transfer by will or intestate distribution), gift or attempt to create or grant a security interest in any Interest or interest therein or portion thereof, whether voluntary or involuntary, by operation of law or otherwise.

ARTICLE III CAPITALIZATION; MEMBER INTERESTS; DISTRIBUTIONS

Section 3.1 **Capital.** The Member may, but shall have no obligation to, make additional capital contributions to the Company. The Company is to finance its operations independently of the Member and without the Member's financial support. No Member will be paid interest on capital contributions to the Company.

Section 3.2 **Interests in the Company as Securities; Security Interest.** Each Member's Interest, and the relative rights, privileges, preferences and obligations with respect to the Member's Interest shall be determined under this Agreement and the Act based upon the Share of the Member with respect to the Member's Interest. For purposes of providing for transfer of, perfection of a security interest in, and other relevant matters related to, Interests in the Company, each Interest shall constitute a "security" within the meaning of, and shall be governed by, Article 8, (including, without limitation, Sections 8-102 and 8-103) of the Uniform Commercial Code in effect in the States of New York and Delaware and Chapter 8 or Article 8, as applicable, of the Uniform Commercial Code in effect in any other relevant jurisdiction. The Company shall maintain books for the purpose of registering the transfer of Interests. The transferor and transferee of Interests must provide notification to the Company to register a transfer of Interests. A transfer of Interests is effective upon registration of transfer in the Company's books. Transferees of Interests shall be notified of restrictions on transfers (whether by virtue of their execution of the Agreement or by the Company notifying the transferee of the restrictions on the transfer of Interests).

Section 3.3 **Withdrawal.** No Member is entitled to withdraw any portion of its paid-in capital contribution, and no Member has any right to a return of capital except through distributions as provided in Section 3.6.

Section 3.4 **Corporate Status.** The Company shall take such actions as may be necessary to be disregarded for purposes of federal income taxation.

Section 3.5 **Limitations on Distributions.** The Company will not make any distribution of cash, except to the extent that the Company then has cash available in excess of the sum of (a) amounts required to pay or make provision for all Company expenses, plus (b) all reserves that are considered necessary or appropriate by the Member. To the extent that the Member reasonably foresees that the Company will receive cash or other consideration to satisfy liabilities not yet due and payable, the Company is not required to establish reserves or make other provision to satisfy such liabilities prior to making distributions under Section 3.6. Prior to the dissolution of the Company, distributions of cash are only to be made to the extent cash is

available to the Company without requiring (i) the sale of Company assets or the pledge of Company assets at a time or on terms that the Member believes are not in the best interests of the Company or (ii) a reduction in reserves that the Member believes are necessary or desirable for working capital or other Company purposes. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not be required to make a distribution to a Member on account of its interest in the Company if such distribution would violate the Act or any other applicable law.

Section 3.6 **Other Distributions.** Subject to Section 3.5, from time to time, prior to the commencement of winding-up and liquidation of the Company, the Member may, in its sole discretion, cause the Company to make distributions of cash or other assets of the Company to the Member in any amount, manner or proportion determined by the Member in its sole discretion. Each Member is a creditor of the Company with respect to any distributions made under this Section 3.6 and is entitled to all remedies available to a third-party creditor to enforce the Company's obligation to make distributions under this Section 3.6.

Section 3.7 **Transfer of Interests.** A Member may assign in whole or in part its Interest in the Company upon the Company's receipt of an opinion of legal counsel, or other assurances to the Company, that an Interest may legally be sold or otherwise transferred without registration under the Securities Act of 1933 or any state securities law. The transferee shall be admitted to the Company as a member of the Company upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement, which instrument may be a counterpart signature page to this Agreement. If the Member transfers all of its Interest in the Company pursuant to this Section 3.7, such admission shall be deemed effective immediately prior to the transfer and, immediately following such admission, the transferor Member shall cease to be a member of the Company. Notwithstanding anything in this Agreement to the contrary, any successor to a Member by merger or consolidation shall, without further act, be a Member hereunder, and such merger or consolidation shall not constitute an assignment for purposes of this Agreement and the Company shall continue without dissolution.

ARTICLE IV MANAGEMENT

Section 4.1 **Management by Member.** The Company shall be managed by the Member.

Section 4.2 **Authority of the Member.** The Member has all power and authority to manage, and direct the management of, the business and affairs of the Company, both ordinary and extraordinary.

Section 4.3 **Manner of Action.** The Member may, but shall not be required to, authorize, approve and/or ratify any action by a writing placed with the records of the Company. No action authorized, approved and/or ratified by the Member shall be invalid because such authorization, approval and/or ratification is not recorded in a writing.

Section 4.4 **Delegation.** The Member may delegate to such officers, other employees and agents of the Company and such officers, directors, employees and agents of the Member or its subsidiaries, as the Member may from time to time cause the Company to employ, all or any

portion of the authority to conduct the business of the Company in the ordinary course in accordance with this Agreement and any policy of delegation that the Member may adopt and revise from time to time. Any power not delegated by the Member remains with the Member.

Section 4.5 **Officers of the Company.**

(a) The Company may have such Officers as are appointed, who shall have such duties, responsibilities and authorities as are established from time to time by the Member, or, in the absence of specifically established duties, responsibilities and authority, as would be usual and customary for a corporate Officer of like title. Except as provided in Section 4.5(c) below, the officers shall not be "managers" of the Company within the meaning of the Act.

(b) Each Officer shall serve until the earliest of his or her death, resignation or removal. An Officer may be removed at any time by the Member. Any Officer may resign at any time by delivering his or her written resignation to the Member.

(c) Solely for purposes of the execution and delivery of contracts, agreements and other documents to be entered into by the Company in connection with the acquisition, mortgage or disposition of real or personal property of the Company, such Officers shall be deemed "managers" of the Company that may execute and deliver such documents on behalf of the Company; provided, however, that such Officers shall not be "managers" of the Company for any other purposes within the meaning of Section 18-101(10) of the Act.

Section 4.6 **Standard of Care.** Any Member and any Officer or employee of the Company in the performance of his, her or its duties, is entitled to rely in good faith on information, opinions, reports or other statements, including financial statements, books of account and other financial data, if prepared or presented by (a) one or more Officers or employees of the Company if the Person relying on the statements reasonably believes that the Person preparing or presenting the material is reliable and competent in that matter or (b) legal counsel, public accountants or other Persons as to matters that the Person relying on the statements reasonably believes are within the Person's professional or expert competence.

ARTICLE V GENERAL PROVISIONS

Section 5.1 **Limited Liability of the Member.** Except for contributions specifically required under Section 3.1 or agreed to by a Member as contemplated by Section 3.1 or as otherwise required by the Act, no Member (solely in its capacity as a Member) has any obligation to contribute to the Company or any liability for any Company obligations. Any liability to return distributions made by the Company is limited to mandatory requirements of the Act or of any other applicable law.

Section 5.2 **No Dissolution.** Only an event that would cause a dissolution under the Act shall cause a dissolution of the Company.

Section 5.3 **No Resignation.** No Member has any right to resign from the Company. Notwithstanding any other provision of this Agreement, the Bankruptcy of a Member shall not

cause such Member to cease to be a member of the Company and upon the occurrence of such an event, the Company shall continue without dissolution.

Section 5.4 **Amendments.**

(a) Any amendment to this Agreement that would further limit a Member's ability to hold or make a Transfer of that Member's Interest, is effective with respect to a Member only if the Member does not act to disapprove the amendment by returning, within 30 days after the request is made, an executed counterpart of a proposed consent to the amendment, indicating disapproval of the action;

(b) Except as stated in Section 5.4(a), any amendment to this Agreement is effective if approved by a Majority Vote.

Section 5.5 **Further Assurances.** Each Member is to execute all documents and instruments necessary to evidence his, her or its approval of all actions, including, without limitation, amendments to this Agreement, taken or authorized by the Members by Majority Vote or otherwise as provided in this Agreement.

Section 5.6 **Notices.** All notices to the Company are to be sent by registered or certified mail, return receipt requested, or by recognized overnight courier or facsimile addressed to the Company at the Company's principal place of business at Enable Oklahoma Intrastate Transmission, LLC, One Leadership Square, 211 North Robinson Avenue, Suite 950, Oklahoma City, Oklahoma 73102. All notices to a Member are to be sent addressed to such Member at the address as may be specified by the Member from time to time in a notice to the Company. All notices are effective the next day, if sent by recognized overnight courier or facsimile, or five days after deposit in the United States mail, postage prepaid, properly addressed and return receipt requested.

Section 5.7 **Waiver.** To the fullest extent permitted by law, the Member hereby irrevocably waives any and all rights, duties, obligations and benefits with respect to any action for partition of any Company assets or to compel any sale or appraisal of any Company assets or any deceased Member's Interest therein. Further, to the fullest extent permitted by law, all applicable rights, duties, benefits and obligations, including those relating to the appraisal, inventory or sale of Company assets or the sale of a deceased Member's Interest therein, are hereby waived.

Section 5.8 **Whole Agreement.** This Agreement contains the entire understanding between the parties and supersedes any prior understanding and agreements between them respecting the within subject matter. There are no agreements, arrangements or understandings, oral or written, between or among the parties relating to the subject matter of this Agreement that are not set forth or expressly referred to in this Agreement.

Section 5.9 **Governing Law.** This Agreement is governed by and is to be construed in accordance with the laws of the State of Delaware without giving effect to its rules concerning conflict of laws.

Section 5.10 **Binding Nature.** Except as otherwise provided in this Agreement, this Agreement is binding upon and inures to the benefit of the Member and its successors, personal representatives, heirs, devisees, guardians and assigns.

Section 5.11 **Invalidity.** In the event that any provision of this Agreement is invalid, the validity of the remaining provisions of the Agreement are not in any way to be affected thereby.

Section 5.12 **Counterparts.** This Agreement and any amendment to it may be executed in multiple counterparts, each of which is an original and all of which constitute one agreement or amendment, as the case may be, whether or not all of the parties are signatories to the original or the same counterpart, or that signature pages from different counterparts are combined, and the signature of any party to any counterpart is a signature to and may be appended to any other counterpart.

Section 5.13 **Construction.** The headings contained in this Agreement are for reference purposes only and do not affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, include all other genders; the singular includes the plural and vice versa. "Includes" and "including" mean without limitation. Unless otherwise specifically stated, references to Sections or Articles refer to the Sections or Articles of this Agreement.

[Signatures on the Following Page]

The undersigned has executed this Agreement as of the date first written above.

Enable Intrastate Holdings II, LLC

By: _____
E. Keith Mitchell
President

Midcontinent Express Pipeline LLC
Enable Oklahoma Intrastate Transmission, LLC
Docket No. CP19- -000
Exhibit B

STATE AUTHORIZATIONS FOR ENABLE OKLAHOMA

OFFICE OF THE SECRETARY OF STATE

STATE OF OKLAHOMA

AMENDED CERTIFICATE OF REGISTRATION
OF
LIMITED LIABILITY COMPANY

WHEREAS, the Amended Application for Registration of

ENABLE OKLAHOMA INTRASTATE TRANSMISSION, LLC

organized under the laws of the State of **DELAWARE** *has filed in the office of the Secretary of State duly authenticated evidence of its organization and application for registration to transact business in this State, as provided by the laws of the State of Oklahoma.*

NOW THEREFORE, I, *the undersigned, Secretary of State of the State of Oklahoma, by virtue of the powers vested in me by law, do hereby issue this Amended Certificate evidencing the registration of said limited liability company to transact business in this state.*

IN TESTIMONY WHEREOF, I *hereunto set my hand and cause to be affixed the Great Seal of the State of Oklahoma.*

Filed in the city of Oklahoma City this 31st day of July, 2013.

Secretary of State

FILED - Oklahoma Secretary of State #3712175024 07/31/2013

07/31/2013 03:12 PM
OKLAHOMA SECRETARY OF STATE
SOS
22387670002

AMENDED OR CORRECTED APPLICATION FOR REGISTRATION

(Foreign Limited Liability Company)

Filing Fee: $100.00

RECEIVED
JUL 31 2013
OKLAHOMA SECRETARY OF STATE

.Y OF STATE
2300 N Lincoln Blvd., Room 101, State Capitol
Oklahoma City, Oklahoma 73105-4897
(405) 522-2520

I hereby execute the following articles for the purpose of amending or correcting the registration of a foreign limited liability company pursuant to the provisions of Title 18, Section 2046:

1. A) Name of the limited liability company:

Enogex LLC

B) AS AMENDED: Name of the limited liability company:

Enable Oklahoma Intrastate Transmission, LLC

(**NOTE:** The new name **must** contain either the words **limited liability company** or **limited company** or the abbreviations **LLC, LC, L.L.C.** or **L.C.** The word **limited** may be abbreviated as **Ltd.** and the word **company** may be abbreviated as **Co.**)

2. If different, the **fictitious name** which the company transacts business under in the state of Oklahoma:

3. **State** or other jurisdiction of its formation: Delaware

4. **Date** the company was originally formed: November 21, 2007

5. **AS AMENDED: NAME** and street address of the registered agent for service of process in the state of Oklahoma, if any:

   - The registered agent **shall** be an individual resident of Oklahoma **or** a domestic or qualified foreign corporation, limited liability company or limited partnership.

The Corporation Company	1833 South Morgan Road	Oklahoma City	Oklahoma	73128
Name	**Street Address**	**City**	**State**	**Zip Code**

(P.O. BOXES ARE NOT ACCEPTABLE)

6. **AS AMENDED: Address** of the office required to be maintained in the state of its organization by the laws of that state or, if not so required, the **principal office** of the foreign limited liability company:

One Leaderhsip Sq, 211 N. Robinson Ave, Su 950	Oklahoma City	Oklahoma	73102
Street Address	**City**	**State**	**Zip Code**

(P.O. BOXES ARE NOT ACCEPTABLE)

7. **E-MAIL** address of the primary contact for the registered business:

brent.hagy@Enogex.com

❖ Notice of the Annual Certificate will **ONLY** be sent to the limited liability company at its last known electronic mail address of record.

8. Set forth clearly any and all amendments or corrections to the application for registration:

Article 1: Name of the Articles of Organization is amended to read: "The name of the Company is Enable Oklahoma Intrastate Transmission, LLC."

Article 4: Place of Business of the Articles of Organization is amended to read: "The street address of the Company's principal place of business in the State of Oklahoma is One Leadership Square, 211 North Robinson Avenue, Suite 950, Oklahoma City, OK 73102."

Article 5: Registered Agent of the Articles of Organization is amended to read: "The name of the Company's registered agent is The Corporation Company, whose address is 1833 South Morgan Road, Oklahoma City, OK, 73128."

The amended or corrected application for registration must be signed by a manager, member, or other person.

- Signature: E Keith Mitchell Dated: 29 July 2013
- Printed Name: B. Keith Mitchell

Midcontinent Express Pipeline LLC
Enable Oklahoma Intrastate Transmission, LLC
Docket No. CP19- -000
Exhibit C

COMPANY OFFICIALS

MIDCONTINENT EXPRESS PIPELINE LLC
NAMES AND ADDRESSES OF DIRECTORS AND OFFICERS

DIRECTORS

Tom Martin - Director Kinder Morgan, Inc. 1001 Louisiana Street, Suite 1000 Suite 1000 Houston, TX 77002	Beth Hickey – Director Energy Transfer Partners 1300 Main Street Houston, TX 77002
Norman Holmes – Alternate Director Kinder Morgan, Inc. 569 Brookwood Village, Suite 749 Birmingham, AL 35209	Steve Hearn - Alternate Director Energy Transfer Partners 1300 Main Street Houston, TX 77002

OFFICERS

Holmes, Norman	President
Perrow, Mosby	Secretary
Ashley, Anthony	Treasurer
Wojtalewicz, Matt	Controller
Mintz, Jordan	Chief Tax Officer
Todd Piczak	Chief Compliance Officer
Haga, Carl	Vice President
Varagona, Mike	Vice President
Mintz, Jordan	Vice President
Wojtalewicz, Matt	Vice President
William Morgan	Vice President
Miller, Ray	Vice President
Grubb, Ken	Vice President
Cone, Debbie	Vice President
Nowak, Gene	Vice President
Palmer, Milton	Vice President
Torres, Jorge	Vice President
Ashley, Anthony	Vice President
Sanders, Dax	Vice President
McGee, Johnny	Vice President
Ivy, Danny	Vice President
Michels, David	Vice President
Ferazzi, Karen	Assistant Secretary

ENABLE OKLAHOMA INTRASTATE TRANSMISSION, LLC
NAMES AND ADDRESSES OF DIRECTORS AND OFFICERS

OFFICERS AND DIRECTORS

January 7, 2019

Enable Oklahoma Intrastate Transmission, LLC

State of Formation:

Oklahoma

Member:

Enable Midstream Partners, LP

Officers:

Rodney J. Sailor	President and Chief Executive Officer
Craig Harris	Executive Vice President and Chief Operating Officer
John P. Laws	Executive Vice President, Chief Financial Officer and Treasurer
Mark C. Schroeder	Executive Vice President and General Counsel
Frank Antoine Jr	Senior Vice President—Field Operations
Tina Faraca	Senior Vice President—Commercial
Tom Levescy	Chief Accounting Officer and Controller
J. Brent Hagy	Vice President and Secretary
Will McCandless	Vice President—Systems Optimization
Michael Walker	Vice President—Business Development
Cary Watson	Vice President—Safety, Environmental and Technical Programs
Mark Widaski	Vice President—Engineering & Construction

Midcontinent Express Pipeline LLC
Enable Oklahoma Intrastate Transmission, LLC
Docket No. CP19- -000
Exhibit D

SUBSIDIARIES AND AFFILIATES

Midcontinent Express Pipeline LLC

MEP is a limited liability company organized and existing under the Delaware Limited Liability Act. MEP is owned 50% by Kinder Morgan Operating L.P. “A”, a subsidiary of Kinder Morgan Energy Partners, L. P., and 50% by ETC Midcontinent Express LLC, a subsidiary of Energy Transfer LP. MEP does not, directly or indirectly, own or control any interest in any other person or organized group of persons engaged in production, transportation, distribution, or sale of natural gas, or in any person or organized group of persons engaged in the construction or financing of such enterprises or operations.

Kinder Morgan Energy Partners, L.P. ("KMEP") is the 98.9899% limited partner of Kinder Morgan Operating L.P. "A" and Kinder Morgan G.P., Inc. (“KMGP”), KMEP's general partner, is the 1.0101% general partner of Kinder Morgan Operating LP “A”. KMGP owns a 1% general partner interest in KMEP and the limited partner interests of KMEP are owned by KMGP (0.42%) and by Kinder Morgan, Inc. (“KMI”), a Delaware corporation, (98.58%). KMI also owns 100% of the common stock of KMGP. Richard D. Kinder owns 11.06% of KMI, and the remaining interests in KMI are owned by individuals and entities, none of whom own more than a 10% interest.

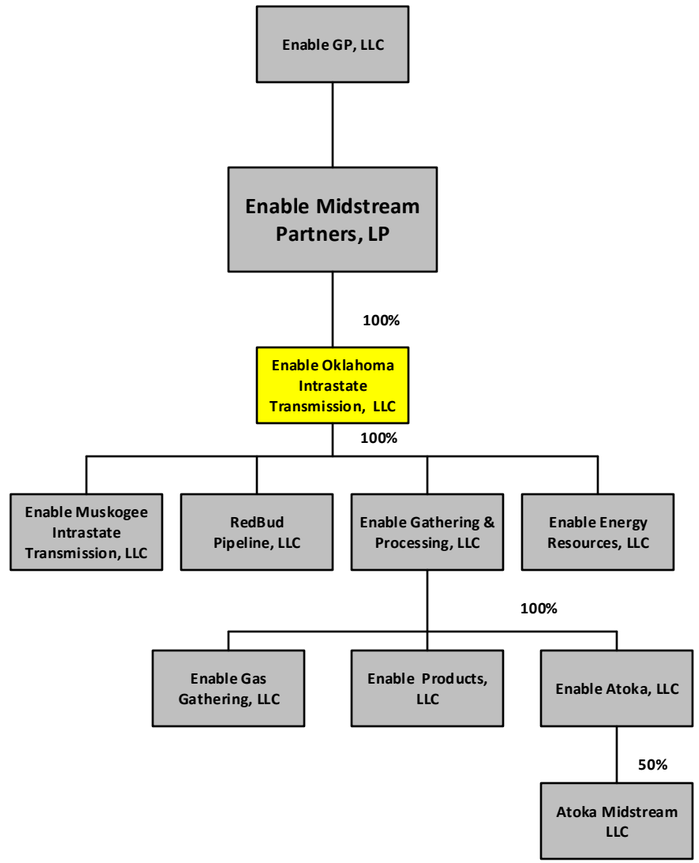
Energy Transfer Interstate Holdings, LLC ("ETIH") owns 100% of the equity interests in ETC-MEP. Energy Transfer Operating, LP ("ETO") owns 100% of the equity interests in ETIH, and Energy Transfer LP owns 100% of the equity interests in ETO.

Enable Oklahoma Intrastate Transmission, LLC

Enable Oklahoma Intrastate Transmission, LLC ("EOIT") is a wholly-owned subsidiary of Enable Midstream Partners, LP ("Enable"). Enable is a publicly traded master limited partnership. Enable's general partner, Enable GP, LLC, is owned by CenterPoint Energy, Inc. ("CenterPoint") and OGE Energy, Inc. ("OGE"). As of December 31, 2018, CenterPoint Energy owned approximately 54 percent of Enable's common units and 100 percent of Enable's Series A Preferred Units, and OGE Energy owned approximately 25 percent of Enable's common units. In addition, as of December 31, 2018, CenterPoint owned a 50 percent management interest and a 40 percent economic interest in Enable GP, LLC, and OGE Energy owned a 50 percent management interest and a 60 percent economic interest in Enable GP, LLC.

CenterPoint is a public utility holding company whose operating subsidiaries own and operate electric transmission and distribution facilities, own and operate natural gas distribution facilities, and supply natural gas to commercial, industrial and utility customers. OGE is an energy services provider offering physical delivery and related services for electricity.

EOIT has four direct, wholly-owned subsidiaries (Enable Muskogee Intrastate Transmission, LLC, Redbud Pipeline, LLC, Enable Gathering and Processing, LLC and Enable Energy Resources). EOIT also has three indirect, wholly owned subsidiaries (Enable Gas Gathering, LLC, Enable Products, LLC, and Enable Atoka, LLC) and one indirect partially-owned subsidiary (Atoka Midstream, LLC). These subsidiaries are depicted on the attached organizational chart.

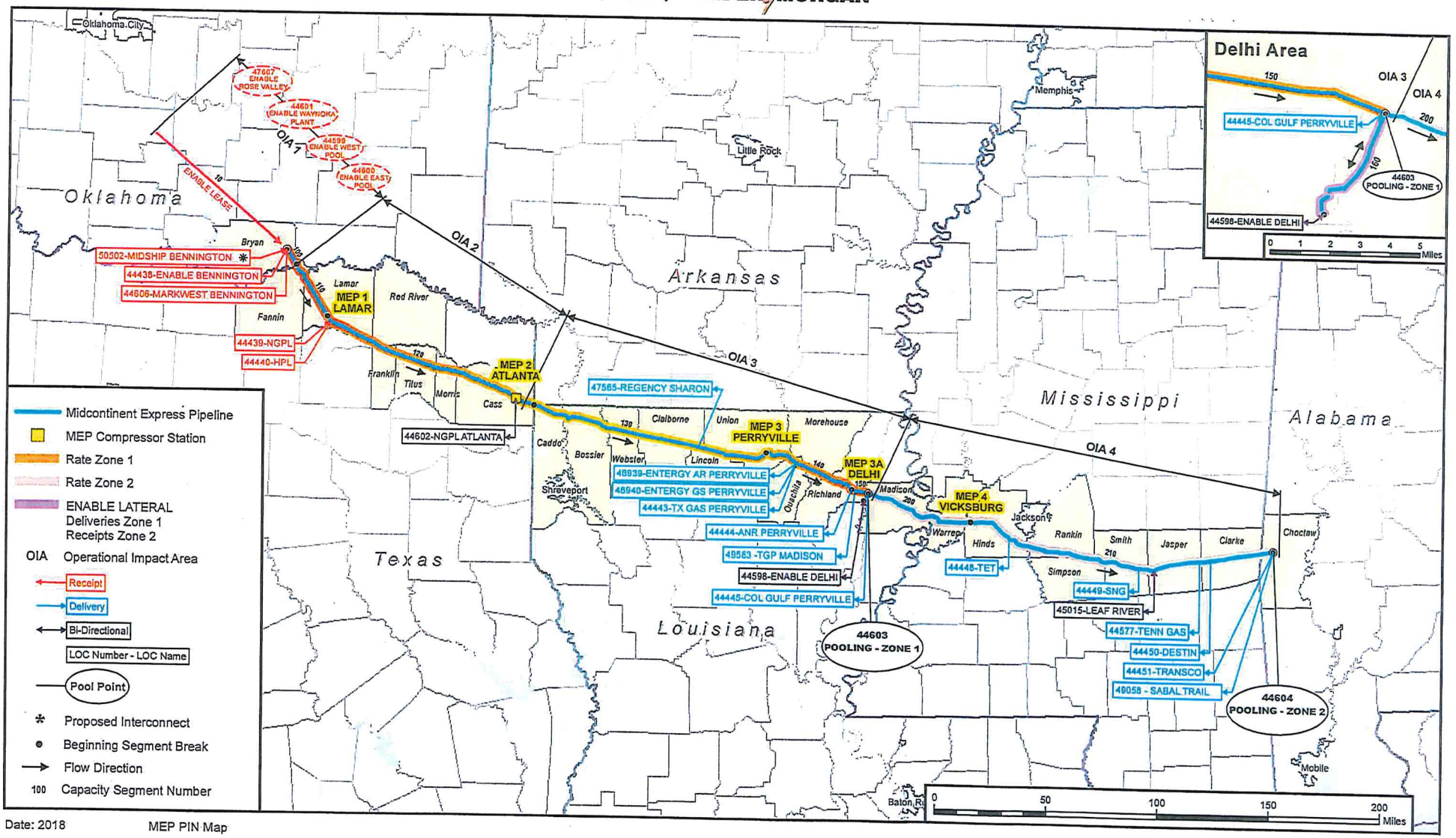

Enable GP, LLC
Enable Midstream Partners, LP
100%
Enable Oklahoma Intrastate Transmission, LLC
100%
Enable Muskogee Intrastate Transmission, LLC
RedBud Pipeline, LLC
Enable Gathering & Processing, LLC
Enable Energy Resources, LLC
100%
Enable Gas Gathering, LLC
Enable Products, LLC
Enable Atoka, LLC
50%
Atoka Midstream LLC

Midcontinent Express Pipeline LLC
Enable Oklahoma Intrastate Transmission, LLC
Docket No. CP19- -000
Exhibit F

LOCATION OF FACILITIES

MIDCONTINENT EXPRESS PIPELINE LLC

Operated by: KINDER MORGAN



Date: 2018

MEP PIN Map

Exhibit F

Midcontinent Express Pipeline LLC
Enable Oklahoma Intrastate Transmission, LLC
Docket No. CP19- -000
Exhibit U

CONTRACTS AND OTHER AGREEMENTS

Midcontinent Express Pipeline LLC
Docket No. CP08- -000

Capacity Lease Agreement
As Amended

Execution Version

CAPACITY LEASE AGREEMENT
BETWEEN
ENOGEX INC.
AND
MIDCONTINENT EXPRESS PIPELINE LLC

THIS CAPACITY LEASE AGREEMENT ("Lease") is made and entered into effective on the 11th day of December, 2006, by and between Enogex Inc. ("Enogex"), an Oklahoma corporation, and Midcontinent Express Pipeline LLC ("MEP"), a Delaware limited liability company. Enogex and MEP are sometimes referred to in this Lease individually as a "Party" or collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, MEP will be established as a new interstate natural gas pipeline company that will provide natural gas transmission services in interstate commerce, subject to regulation under the Natural Gas Act of 1938, as amended, 15 U.S.C. §§ 717 - 717w (2000) (the "NGA"); and

WHEREAS, Enogex owns and operates an intrastate natural gas transmission pipeline system in the state of Oklahoma (the "Enogex System") that provides natural gas transmission services within the state of Oklahoma, and in interstate commerce under Section 311 of the Natural Gas Policy Act of 1978, as amended (the "NGPA"), 15 U.S.C. § 3371 (2000); and

WHEREAS, MEP intends that, subject to the receipt of all necessary regulatory authorizations, MEP will design, construct, own and operate certain interstate natural gas transmission facilities that will extend from a point of interconnection with the Enogex System in the vicinity of Bennington, Oklahoma to a point of interconnection with the Transcontinental Gas Pipe Line Corporation ("Transco") system near Transco's Station 85 in Choctaw County, Alabama (the "MEP System"); and

WHEREAS, MEP intends to request a certificate of public convenience and necessity from the Federal Energy Regulatory Commission ("the Commission" or "FERC") pursuant to Section 7(c) of the NGA, 15 U.S.C. § 717f(c), authorizing the construction and operation of the MEP System, including its interconnection with the Enogex System in the vicinity of Bennington, Oklahoma; and

WHEREAS, MEP desires to obtain by lease from Enogex firm pipeline capacity in the Enogex System from (i) an existing point of interconnection with the interstate natural gas pipeline system of Natural Gas Pipeline Company of America ("Natural") in Washita County, Oklahoma (the "NGPL Washita Receipt Point"); (ii) Enogex's West Pooling Point ("West Pool"); (iii) Enogex's East Pooling Point ("East Pool"); and (iv) a new point of interconnection to be constructed on the Enogex system in the vicinity of Waynoka ("Waynoka Point"), all as

more specifically described on Exhibit A hereto (collectively, the "Receipt Points") to a proposed point of interconnection with the MEP System in the vicinity of Bennington, Oklahoma (the "Bennington Delivery Point"), and MEP intends to obtain from the Commission authorization under Section 7(c) of the NGA to include such leased pipeline capacity as a part of the MEP System; and

WHEREAS, Enogex is willing to lease to MEP such firm pipeline capacity in the Enogex System; and

WHEREAS, this Lease and the Parties' performance of the obligations set forth herein are subject to FERC approval under the NGA.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained in this Lease, the receipt and sufficiency of which are hereby acknowledged, the Parties do covenant and agree as follows:

ARTICLE I
SCOPE OF LEASE

1.1 (a) Leased Capacity and Lease Quantity. Subject to the receipt of the regulatory authorizations described in Article VI and the satisfaction or waiver of the conditions precedent set forth in Article VII, for the term of this Lease (as defined in Article III), Enogex hereby leases to MEP on a firm basis, and MEP hereby leases from Enogex on a firm basis, pipeline capacity in the Enogex System from the Receipt Points to the Bennington Delivery Point (the "Leased Capacity") equal to (i) a minimum of 250,000 Dth of natural gas per day, up to a maximum of 500,000 Dth of natural gas per day, in each case with the constituent quantities to be sourced from specific Receipt Points in the quantities specified in Exhibit A; plus (ii) the capacity necessary for the receipt of applicable Enogex System Fuel Gas quantities as set forth in Section 4.2; plus (iii) the capacity necessary for the receipt and transportation of the quantities of fuel and lost and unaccounted for gas required to support transportation service on the MEP system downstream of the Bennington Delivery Point as nominated by MEP ("MEP Fuel") (the quantities identified in items (i)-(iii) shall be collectively referred to as the "Lease Quantity"). Quantities of MEP Fuel shall in no event exceed 1.5% of the Lease Quantity, unless the Parties otherwise agree. The Leased Capacity shall include the firm Receipt Point capacity set forth on Exhibit A (as well as such additional capacity at the Receipt Points as is required to enable Enogex to receive applicable Enogex System Fuel Gas quantities), and up to a maximum of 500,000 Dth per day of capacity (plus MEP Fuel) at the Bennington Delivery Point. The Parties may agree at any time to change the Receipt Points, or (subject to Enogex's determination that the requested incremental capacity is available as set forth herein) the quantity of capacity at any of the Receipt Points, by an appropriate amendment to Exhibit A. MEP shall notify Enogex of the results of its open season and, by no later than January 31, 2007, shall designate the total number of Dth per day of Receipt Point capacity (by Receipt Point, subject to the parameters specified in Exhibit A) plus Enogex System Fuel Gas plus MEP Fuel that MEP wishes to deliver into the Enogex System at the various Receipt Points for redelivery at the Bennington Delivery Point. During the period from January 31, 2007 to March 30, 2007, MEP may request that Enogex increase the Lease Quantity or the capacity to be delivered to Enogex at any of the

Receipt Points specified on Exhibit A to quantities not greater than those specified on Exhibit A. To the extent that, in Enogex's sole judgment, the requested incremental capacity remains available, Enogex will increase the Lease Quantity in accordance with MEP's request, the Parties will amend Exhibit A accordingly and Enogex will make the Leased Capacity as so increased available to MEP under the terms of this Lease. Notwithstanding the foregoing, the Leased Capacity at the Bennington Delivery Point shall not be less than 250,000 Dth per day and shall not be greater than 500,000 Dth per day, plus Enogex System Fuel Gas and MEP Fuel. The quantity of Leased Capacity at the Bennington Delivery Point (less Enogex System Fuel Gas) shall constitute the Lease Quantity for purposes of determining the Monthly Lease Charges defined in Section 4.1 below until otherwise determined in accordance with this Lease or as may be agreed to by the Parties. Shippers making use of the Leased Capacity at the West Zone Receipt Points pursuant to MEP's FERC Gas Tariff shall have access on any day to Enogex's West Pool, in addition to the other Receipt Points identified on Exhibit A in the West Zone, *provided, however,* that the quantities received at the Receipt Points on any day may not exceed the maximum quantity of Leased Capacity at the Receipt Points and maximum aggregate zone quantities specified in Exhibit A.

(b) Changes in Lease Quantity. At any time following MEP's delivery of the notice described in Section 1.1(a) above, MEP may request that the Lease Quantity be increased by a specified amount of capacity, including related firm receipt and delivery point capacity, for a specified term. If the Parties mutually agree to the amount of increased capacity, the charge for such increased capacity and the term of such increase, the Lease Quantity may be increased up to a maximum of 800,000 Dth/d.

1.2 Use of Leased Capacity. MEP shall have the right to use the Leased Capacity on a firm basis, in accordance with the terms of the FERC authorizations referenced in Section 6.1 and subject to the terms and conditions of MEP's FERC Gas Tariff, as if it were MEP's own capacity; *provided, however,* that Enogex shall at all times have and maintain operational control of the facilities used to provide the Leased Capacity as specified in Sections 2.1 and 2.2 below. Subject to the terms and conditions of MEP's FERC Gas Tariff and notwithstanding any provisions to the contrary pertaining to the availability of firm service in Enogex's then-effective Statement of Operating Conditions applicable to NGPA Section 311 transportation service on file with the FERC, as it may be modified from time to time (the "SOC"), once the Leased Capacity has been determined, MEP will have the right to use the full amount of the Leased Quantity on a firm basis.

1.3 New Facilities. Enogex shall timely construct, own, operate, and maintain, at its sole cost and expense, such facilities as are necessary to provide the Leased Capacity to MEP, including without limitation all facilities which are necessary to connect the Enogex System to the insulating flange of the measurement facilities at the Bennington Delivery Point. Enogex shall use commercially reasonable efforts to complete the construction of such facilities so that they may be available for service on or before the commencement date of the Interim Lease Term as defined in Section 3.1 below. Notwithstanding the foregoing, MEP shall reimburse Enogex for all costs and expenses approved in advance by MEP, acting reasonably, which are directly related to the construction and installation by Enogex, but not the operation or maintenance, of those certain booster compressor facilities to be located on Enogex's System at or near the

NGPL Washita Receipt Point and to be owned by Enogex (the "Booster"). MEP agrees to acquire the compressor unit for the Booster, and in this connection, Enogex agrees to provide MEP with the necessary specifications for the Booster in writing on or before January 31, 2007. Enogex shall size and design the Booster to accommodate a suction pressure of 525 psig and to produce a discharge pressure of as much as 1100 psig. MEP shall timely construct, own, operate, and maintain, at its sole cost and expense, such facilities as are necessary to interconnect with and receive gas through the Leased Capacity from Enogex, including without limitation the measurement and interconnection facilities at and downstream of the insulating flange at the Bennington Delivery Point which are necessary to interconnect the MEP System with the Enogex System, and shall timely acquire the compressor unit for the Booster. MEP shall use commercially reasonable efforts to complete the construction of such facilities so that they may be available for service on or before the commencement date of the Interim Lease Term. MEP shall have no right, title, or interest in or to any portion of the Enogex System, except to the extent otherwise expressly set forth in this Lease. Except as expressly set forth in this Lease, MEP shall have no right to construct or cause to be constructed any modifications or additions to, or any expansion of, the Leased Capacity or the Enogex System. MEP expressly agrees that its rights to utilize the Leased Capacity are solely as set forth in this Lease and in accordance with any and all necessary regulatory authorizations regarding utilization of the Leased Capacity. Upon termination of this Lease or any reduction in the Lease Quantity, all of the Leased Capacity or any reduced quantity thereof, as applicable, shall revert to Enogex, subject to receipt by the Parties of any and all necessary regulatory authorizations.

1.4 Classification of Lease. The Parties agree that this Lease is intended to be classified as an operating lease agreement. To the extent that by law or regulation this Lease cannot be classified as an operating lease agreement, the Parties agree to negotiate in good faith to effect any such changes to this Lease as may be necessary to classify this Lease as an operating lease agreement. In the event that any provision of this Lease is found to be unlawful by a court or regulatory body having jurisdiction over one or more of the Parties or the Lease itself, the Parties agree to negotiate in good faith to effect the changes necessary for the Lease to be lawful while continuing to honor the original goals and objectives of the Parties to the maximum extent possible.

ARTICLE II
USE, OPERATION, AND MAINTENANCE OF LEASED CAPACITY

2.1 Operation of Leased Capacity. Subject to the terms and conditions of this Lease, Enogex at all times during the term of this Lease shall operate the Leased Capacity as necessary to enable MEP and its shippers to utilize the Leased Capacity as if it were MEP's own capacity. Enogex shall be solely responsible for, and will have sole and exclusive control over, all aspects of the operation and maintenance of the facilities used to provide the Leased Capacity, and shall operate and maintain such facilities in accordance with this Lease, the SOC, sound and prudent natural gas pipeline industry practice, Enogex's standard operating and maintenance policies, and the applicable requirements of federal, state, or other governmental agencies having jurisdiction. MEP shall have no right or duty to operate or maintain the Enogex facilities used to provide the Leased Capacity, or to supervise, direct or otherwise control in any manner the operation and maintenance of the Enogex System or the facilities providing the Leased Capacity.

Prior to the commencement of the Interim Lease Term (as defined in Section 3.1), the Parties shall meet to establish operational guidelines, procedures and timeframes for scheduling gas receipts and deliveries and to the extent such mutually agreed upon guidelines, procedures and timeframes are not consistent with either the SOC or MEP's FERC Gas Tariff, such mutually agreed upon guidelines, procedures and timeframes shall control. The Parties agree that each of them may install check measurement facilities at any Receipt Point or the Bennington Delivery Point. Matters respecting this Lease, including without limitation the day-to-day operation of the Enogex Facilities used to provide the Leased Capacity, shall be governed by the following documents in the following order: (1) this Lease and the mutually agreed upon guidelines, procedures and timeframes, (2) the SOC, and (3) MEP's FERC Gas Tariff. Enogex shall give MEP thirty (30) days' advance Notice of any changes to the SOC it intends to file with the FERC.

2.2 Coordination of Operations. The Parties agree to coordinate operation of the facilities providing the Leased Capacity and the MEP System facilities receiving gas from the Leased Capacity. Enogex shall not be obligated to receive quantities of gas in excess of the quantities scheduled by MEP or third parties designated by MEP at the Receipt Points or to deliver quantities in excess of the quantities scheduled by MEP at the Bennington Delivery Point, unless otherwise agreed by the Parties; *provided, however,* that in no event shall Enogex be obligated (i) to receive for the account of MEP quantities of gas in excess of the Lease Quantity, (ii) to receive at the Receipt Points natural gas that does not comply with the gas quality specifications set forth in the SOC, or (iii) to deliver to MEP at the Bennington Delivery Point quantities of gas in excess of the Lease Quantity. Nothing in this Lease shall be construed as requiring MEP to receive from Enogex at any time natural gas that does not meet the gas quality specifications set forth in the SOC. The Parties agree that all actions affecting this Lease shall be taken in good faith.

2.3 Imbalances. As of and at all times following the Commencement Date (as defined below), MEP and Enogex shall maintain in effect a mutually acceptable operational balancing agreement for the Bennington Delivery Point (the "OBA"), which such OBA shall govern the allocation and resolution of imbalances as between the Parties at the Bennington Delivery Point notwithstanding any contrary provision of the SOC; *provided, however,* that, in the event that the Parties fail for any reason to maintain such operational balancing agreement in effect, any operational imbalance occurring on any day will be corrected by allocating such gas quantities in accordance with MEP's FERC Gas Tariff. Upon the termination of this Lease, any remaining operational imbalance attributable to this Lease shall be resolved pursuant to such effective OBA between the Parties; *provided, however,* that if no such OBA is in effect, then this provision of the Lease shall survive termination for the sole purpose of enabling the Parties to correct such operational imbalances. The Parties agree that, for so long as (i) the Receipt Points are restricted to pooling points, interconnections with gathering systems and interstate pipelines where operational balancing agreements are in effect and (ii) the Lease Quantity is being delivered at the Bennington Delivery Point, there will be no imbalance penalties applicable to the Lease Quantity. Provided that Enogex confirms nominations from MEP, Enogex agrees that no penalties, imbalance charges or other similar charges will be assessed against MEP or against MEP shippers on whose behalf gas is transported through the Leased Capacity.

2.4 Pressures. MEP shall deliver or shall have delivered on its behalf and Enogex shall receive on behalf of MEP at the Receipt Points all natural gas quantities tendered for transportation through the Leased Capacity in accordance with the provisions of Section 2.2 and Exhibit A at the line pressures existing in the Enogex System at the Receipt Points other than the NGPL Washita Receipt Point. Notwithstanding the line pressure prevailing in the Enogex System in the vicinity from time to time, Enogex shall be obligated to receive at the NGPL Washita Receipt Point on a firm basis a quantity of gas up to the Receipt Quantity specified in Exhibit A for the NGPL Washita Receipt Point, plus a proportionate quantity of MEP Fuel and Enogex System Fuel Gas, provided that such gas is tendered at a pressure no lower than 525 psig, *provided, however,* that Enogex shall endeavor in the event gas is delivered at a pressure of not substantially less than 525 psig to receive as much gas at the NGPL Washita Receipt Point as can be delivered against the pressure then prevailing in the Enogex System at the point. In no event shall natural gas be delivered to Enogex at any Receipt Point at a pressure exceeding the Maximum Allowable Operating Pressure ("MAOP") of the Enogex System. Enogex shall deliver to MEP at the Bennington Delivery Point quantities of natural gas which are thermally equivalent to those delivered to Enogex at the Receipt Points for transportation through the Leased Capacity, less Enogex System Fuel Gas, at pressures sufficient to enter MEP's system against MEP's prevailing line pressure, such pressure not to exceed 1250 psig, but in no event shall Enogex deliver gas to MEP at a pressure exceeding MEP's MAOP at such point.

2.5 (a) Restrictions in Availability of Leased Capacity. In the event of *force majeure* as defined in Article V below or the occurrence of any other event which requires Enogex to restrict the availability of capacity on the Enogex System between or at any of the Receipt Points and the Bennington Delivery Point, including without limitation scheduled maintenance or repair of any facilities used to provide the Leased Capacity, the quantity of capacity available for MEP's use under this Agreement shall be reduced below the Lease Quantity (or below the amount of the relevant Receipt Point capacity) in the same proportion as Enogex reduces the quantity of capacity available for service to all firm shippers on the Enogex System entitled to firm service between or at such points, as applicable. Enogex shall give MEP reasonable prior Notice of any scheduled maintenance or repair, but in no event less than three (3) days' prior Notice, or of any other activity within the reasonable control of Enogex, which requires or reasonably could be expected to require Enogex to so restrict the availability of capacity on the Enogex System, including without limitation, if reasonably practicable, such Notice as MEP may be required to provide to its shippers under any provisions of MEP's FERC Gas Tariff.

(b) Sustained Unavailability of Leased Capacity. To the extent that, for any reason other than an event of *force majeure* that is catastrophic in nature and not likely to recur, Enogex fails to make the entire amount of Leased Capacity available for use by MEP on any day in accordance with this Lease for more than sixty (60) days, whether consecutive or nonconsecutive, during any contract year of the Lease Term, then MEP shall have the right to terminate this Lease (without prejudice to its right to receive any damages to which it may be entitled at law or in equity) by the provision of thirty (30) days' prior written Notice to Enogex. On a one-time basis, such termination Notice shall be void and of no effect if Enogex makes the Leased Capacity available for use by MEP within ten (10) days of receipt of such Notice. If, however, during the remainder of the contract year in which the sixty-day failure occurred Enogex fails again to make the entire amount of the Leased Capacity available for use by MEP

on any day, then MEP shall have the right to terminate this Lease by the provision of thirty (30) days' prior written notice.

2.6 Books and Records Pertaining to Leased Capacity. Enogex shall keep and maintain, in accordance with generally accepted practices, consistently applied, books, records, accounts and other documents sufficient to reflect accurately charges assessed, operations and maintenances activities, services performed on behalf of MEP, and all other matters related to the performance of Enogex's obligations under this Lease (collectively, the "Books and Records"). The Books and Records shall include without limitation receipts, memoranda, vouchers, inventories, agreements, and accounts pertaining to or affecting the Leased Capacity and Enogex's obligations under this Lease. MEP and its independent auditors shall have access during regular daytime business hours, upon reasonable advance Notice in writing, to the Books and Records, for purposes of auditing and verifying the related services rendered, charges assessed, operations and maintenance activities performed, and all other matters related to the performance of Enogex's obligations under this Lease. MEP shall have the right to reproduce any of the Books and Records, at MEP's expense and provided that MEP agrees to be bound by a confidentiality agreement to be entered into by the Parties, and Enogex shall keep and preserve all of the Books and Records for a period of three (3) years from and after the close of the year in which the service was performed, or for any longer period as may be required by the FERC or any other governmental authority. Upon completion of any such audit, the Parties will prepare a written summary of audit findings, including a description of the resolution of any disputed item.

ARTICLE III
TERM OF LEASE

3.1 (a) Term. This Lease shall be effective as of the date first set forth above (the "Effective Date"). Enogex shall make the Leased Capacity available for use by MEP under this Lease on the in-service date of the last portion of the MEP System extending from Bennington to the terminus of the MEP System to be completed (the "Commencement Date"), which date shall be no earlier than February 1, 2009 and no later than June 1, 2009; *provided, however*, that MEP shall be required to give Enogex at least thirty (30) days' prior written Notice of the anticipated Commencement Date, and *provided further,* that Enogex will make the Leased Capacity or a portion thereof available to MEP during an Interim Lease Term (as defined below) subject to the provisions of Section 3.1(b). The primary term of this Lease shall commence on the Commencement Date and shall continue in full force and effect for ten (10) years thereafter. This Lease shall thereafter, upon MEP's provision of written Notice to Enogex no less than three hundred fifty (350) days prior to expiration of the primary term or any extended term, as applicable, continue in effect at MEP's election for an additional term of either one (1) year or five (5) years, and for additional, successive one (1) year or five (5) year terms thereafter, *provided, however,* that such extended term(s) shall not extend beyond the twentieth (20th) anniversary of the Commencement Date. This Lease may be further extended beyond the expiration of the primary term and any applicable one-year or five-year term extensions, subject to the provision of written Notice by MEP to Enogex no less than three hundred fifty (350) days prior to expiration of the extended term, for up to two (2) additional terms of five (5) years, subject to escalation of the Lease Rate applicable during each such five (5) year extended term in

accordance with Exhibit B. The aggregate term of this Lease, including the primary term and any extended terms, shall not exceed thirty (30) years.

(b) Interim Term. Subject to the regulatory approvals described in Article VI having been received and the conditions precedent set forth in Article VII having been satisfied or waived by such date, and unless otherwise mutually agreed, Enogex, upon completion of the facilities necessary to provide all or a portion of the Leased Capacity to MEP, shall make the Leased Capacity available for use by MEP under this Lease on an interim basis to the extent that MEP determines that it will provide interim service to its shippers with receipts at the Bennington Delivery Point during a period commencing prior to the in-service date of the last portion of the MEP System extending from Bennington to the terminus of the MEP System to be completed and concluding as of the Commencement Date (the "Interim Lease Term"). MEP shall provide Enogex with thirty (30) days' prior written Notice of the proposed date of commencement and duration of any desired Interim Lease Term, which date of commencement shall be no earlier than October 1, 2008. As to any month during the Interim Lease Term (each such month, an "Interim Service Month"), no less than twelve (12) business days prior to the beginning of each Interim Service Month, Enogex will notify MEP of the Receipt and Delivery Point capacity available on the Enogex System during the succeeding Interim Service Month. Not less than five (5) business days prior to the beginning of each Interim Service Month and no later than 8:00 p.m. Central Time on the date of notification, MEP will notify Enogex of the portion of the Leased Quantity that MEP requires for such month at each of the Receipt Points and at the Bennington Delivery Point. As promptly as possible thereafter Enogex shall confirm the quantities nominated as to each Receipt Point and the Bennington Delivery Point. Thereafter, MEP shall be obligated to pay for the quantity of Leased Capacity nominated and confirmed for the Interim Service Month an amount equal to the sum of the products of the quantities of Leased Capacity nominated and confirmed by each Receipt Point and the Lease Rate for the corresponding Receipt Point/Zone specified in Exhibit B, plus MEP Fuel. Such payments shall be made in accordance with the provisions of Article IV. For purposes of this Lease, the term "business days" shall mean any day other than a Saturday, Sunday or legal holiday observed in Houston, Texas.

3.2 Reduction in Lease Quantity in Extension Term. MEP shall have the unilateral right to decrease the Lease Quantity in connection with any one or more term extensions in the event it has not secured sufficient shipper commitments to support the Leased Capacity during such extended term. Notwithstanding the foregoing, the Lease Quantity at any time may not be less than a total of 100,000 Dth of natural gas per day, *provided, however,* that if service is to be furnished from either the NGPL Washita Point or the Waynoka Point, the minimum quantity of natural gas to be received by Enogex from each of such Receipt Points may not be less than 50,000 Dth of natural gas per day. There shall be no minimum quantity requirements applicable to the West Pool or the East Pool Receipt Points. The unilateral reduction right granted by this Section 3.2 may be exercised by MEP by the provision of three hundred fifty (350) days' prior written Notice to Enogex. Any decrease in the Lease Quantity shall result in an adjustment to the calculation of the Monthly Lease Charges in accordance with the provisions of Section 4.1 below for the term over which such decreased Lease Quantity shall be applicable, *provided, however,* that there shall be no change in the rate per dekatherm set forth in Exhibit B.

3.3 Termination. Upon termination of this Lease, each Party shall continue to be obligated to make any and all payments due to the other which have accrued prior to and including the effective date of such termination, and to resolve any operational imbalance in accordance with Section 2.3.

ARTICLE IV
CHARGES AND PAYMENT

4.1 Monthly Lease Charges. Commencing as of the Commencement Date, and continuing for each month thereafter during the primary term and any extended term of this Lease, MEP shall be obligated to pay to Enogex for the Leased Capacity (excluding the Enogex System Fuel Gas) the charges set forth on Exhibit B, such charges collectively referred to as the "Monthly Lease Charges."

4.2 System Fuel Gas. In addition to payment of the Monthly Lease Charges, MEP shall furnish to Enogex the quantity of Enogex System Fuel Gas required to transport natural gas through the Leased Capacity for the account of MEP and its shippers. The term "Enogex System Fuel Gas" shall mean that quantity of natural gas consumed by Enogex as compressor fuel in the provision of the Leased Capacity plus an allocated portion of lost and unaccounted-for gas on the Enogex System between the Receipt Points and the Bennington Delivery Point. The quantity of natural gas required for Enogex System Fuel Gas shall be the amount determined in accordance with the provisions of Enogex's then-effective SOC governing the determination of fuel and lost and unaccounted-for gas quantities applicable to receipts and deliveries of natural gas in the Enogex System's Zones traversed by the Leased Capacity.

4.3 Statements; Payments. Enogex shall render to MEP on or before the tenth (10th) day of each month a statement setting forth all Monthly Lease Charges and any other charges applicable to the Leased Capacity for the prior month, as well as such other information as may be required to explain and support the amounts to be paid to Enogex (each, a "Statement"). MEP shall pay Enogex the amount set forth in each Statement by electronic transfer of federal funds no later than twenty (20) days following receipt of such Statement, except when such day is a Saturday, Sunday or federal bank holiday, in which case payment shall be due the following business day (the "Due Date"). Payment shall be considered to have been made on the date on which MEP transfers such payment to a bank account designated by Enogex. Enogex shall have the right, upon thirty (30) days' prior written Notice, to change the designated account for receipt of electronic transfer of funds from MEP.

4.4 Adjustments to Statements. In the event MEP in good faith disputes any portion of a Statement rendered pursuant to Section 4.3, MEP shall timely remit payment of that portion of such Statement not in dispute, along with a written Notice to Enogex setting forth the reasons MEP disputes the unpaid amount. Enogex and MEP shall in good faith attempt promptly to resolve any such dispute. Any billing dispute that has not been resolved by the Parties within ninety (90) days of the date of the disputed Statement shall be resolved pursuant to the Dispute Resolution provisions of Article XIV. In the event an error is discovered in the amount billed in any invoice issued by Enogex, such error shall be adjusted within thirty (30) days of the determination thereof; *provided* that a claim for such adjustment shall have been made within

sixty (60) days of the date of determination of such error; and *provided further* that no adjustments shall be made for errors discovered more than twelve (12) months from the date of any Statement. If it is determined that an adjustment is not necessary or that a necessary adjustment results in additional monies owed by MEP to Enogex, MEP shall include payment of the formerly disputed amount and of any additional amount in its payment of the next Statement. If an adjustment is determined to be necessary requiring a credit to MEP resulting from an overpayment by MEP to Enogex, such credit shall be applied to the next Statement following such determination. In the event the adjustment is greater than the amount to be paid by MEP in such Statement, Enogex shall make the appropriate adjustment in the next Statement following determination by Enogex of such overpayment and promptly refund to MEP the incremental amount greater than the adjustment made in such Statement. Enogex shall pay MEP interest at the rate determined in accordance with Section 4.5 below on the amount of any overpayment which is not timely refunded to MEP.

4.5 Failure to Pay Statement. Should MEP fail to pay all or any part of the amount of any Statement on or before the Due Date, Enogex may charge interest on the unpaid undisputed amount computed from the Due Date until the date of payment at the rate of interest prescribed for refunds of charges assessed for NGA-jurisdictional services at 18 C.F.R. §154.501 (2006), or its successor regulation. If MEP's failure to pay the portion of any Statement not in dispute continues for a period of thirty (30) days beyond the Due Date (or such other shorter period as may be specified in the corresponding provision of MEP's FERC Gas Tariff), then, in addition to any other remedies Enogex may have at law or equity, Enogex may suspend service through the Leased Capacity by the provision of ten (10) days' prior Notice, which Notice shall be void and of no effect if MEP makes payment within ten (10) days following its receipt of such Notice. Enogex's right to suspend such service shall additionally be subject to the provision of any required notice to FERC and to receipt of any required regulatory authorization for such suspension. Should MEP fail to satisfy the payment obligations specified in this Article IV for a period of thirty (30) consecutive days following Enogex's delivery of Notice of its intention to suspend service, Enogex shall be entitled, subject to the subsequent provision of thirty (30) days' prior written Notice to MEP and its receipt of any necessary regulatory approvals, to terminate this Lease (without prejudice to its right to receive (i) payment for all amounts then due hereunder and (ii) any damages to which it may be entitled at law or in equity (other than as limited by Article XI), which damages may include future Monthly Lease Charges). Such termination Notice shall be void and of no effect if MEP satisfies the outstanding payment obligations within thirty (30) days of receipt of such Notice. Such rights of suspension of service or termination shall not be triggered by any failure to make payment of amounts disputed in good faith pursuant to Section 4.4 or in accordance with any other provision of this Lease.

ARTICLE V
FORCE MAJEURE

5.1 Performance Excused. If, by reason of *force majeure*, either Party is rendered unable, wholly or in part, to carry out its obligations under this Lease, and if such Party gives prompt Notice and reasonably full particulars of such *force majeure* in writing, by electronic mail or by facsimile, to the other Party after the occurrence of the cause relied on, then the Party giving such Notice, so far as and to the extent that it is affected by such *force majeure* and, subject to the provisions of Section 2.5(b), shall be relieved of its performance obligations under this Lease

affected by such *force majeure* event and shall not be liable in damages to the other Party for its failure to carry out its obligations during the continuance of any inability so caused; *provided, however*, that such cause shall be remedied with all reasonable dispatch. The provisions of this Article V shall control over any contrary provisions of the SOC.

5.2 Definition of *Force Majeure*. As used in this Lease, the term "*force majeure*" shall mean acts of God, strikes, lockouts or other industrial disturbances; acts of public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, crevasses, floods or washouts; arrests and restraints imposed by the government, either federal, state or local, civil or military; the binding order of any court, legislative body, or governmental authority that has been resisted in good faith by all reasonable legal means; vandalism, sabotage, acts of terrorism or civil disturbances; relocation of facilities; breakage or accidents to machinery or lines of pipe which could not have been reasonably prevented through the use of prudent practices; the necessity for testing of facilities (as required by governmental authority or as deemed necessary by the testing Party for the safe operation thereof) or for making repairs or alterations to machinery or lines of pipe; failure of surface equipment or pipelines; accidents, breakdowns or the inability of a Party to obtain necessary material, supplies, permits, rights-of-way or labor to perform or comply with any obligation or condition of this Lease; and any other causes, whether of the kind enumerated in this Lease or otherwise, that are not reasonably within the control of the Party claiming suspension; *provided, however*, that any scheduled maintenance or scheduled repair activities shall not constitute a *force majeure* event. A Party's claim of *force majeure* affecting its performance of its obligations under this Lease, however, shall not relieve such Party of liability in the event of its concurring negligence or willful misconduct or failure to use prudent practices in creating such *force majeure* event or in the event of such Party's failure to use due diligence to remedy the situation and to remove the cause or contingencies affecting its performance in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting such performance relieve such Party from its obligations to make payments as specified in this Lease. *Force Majeure* shall not include failure on the part of MEP to make payments in accordance with Article IV hereof due to pricing considerations.

5.3 Settlement of Strikes, Etc. The settlement of strikes or lockouts shall be entirely within the discretion of the Party having the difficulty, and the requirement of Section 5.1 that any *force majeure* shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of the opposing party when such course is inadvisable in the discretion of the Party having the difficulty.

5.4 Reductions in Monthly Lease Charges. Notwithstanding any other provision of this Lease, and without prejudice to any of MEP's rights at law or in equity, to the extent that Enogex on any day fails to make all of the Lease Capacity available to MEP on a firm basis, regardless of whether the cause of such failure is an event of *force majeure*, planned maintenance or repair activities or any other cause, MEP shall provide Enogex with a statement specifying the amount of credit owed to MEP against the Monthly Lease Charges that would have otherwise been due and payable by MEP but for Enogex's failure to make Lease Capacity available to MEP hereunder. Enogex shall reflect any reduction in Monthly Lease Charges pursuant to this Section 5.4 in the Statement for the month following the month in which Enogex failed to make all of the Leased Capacity available to MEP on a firm basis. The maximum amount of any credit Enogex

shall be obligated to grant MEP shall be the amount of the Lease Charges applicable to the period during which Enogex shall have failed to make the Leased Capacity available. Any dispute as to the amount of reduced Monthly Lease Charges or the amount of Compensation for which Enogex is required to reimburse MEP under this Section 5.4 shall be addressed and resolved in the manner specified in Section 4.4.

ARTICLE VI
REGULATORY APPROVALS

6.1 FERC Authorizations. The Parties acknowledge that this Lease is subject to the receipt of all necessary and final FERC approvals and authorizations which are no longer subject to rehearing (unless the right to seek rehearing is waived by the Party seeking the relevant authorization). Such approvals and authorizations shall include authorization for MEP to: (i) construct, own, operate, and maintain the MEP System contemplated by this Lease; and (ii) furnish interstate transportation services using the capacity acquired through this Lease as the operational equivalent of pipeline capacity extending from the Receipt Points to the Bennington Delivery Point, without jeopardizing Enogex's status as an "intrastate pipeline" under Section 311 of the NGPA (such authorizations, collectively, the "FERC Authorizations"). In the event the FERC Authorizations require the operation of the Leased Capacity in a manner inconsistent with the terms of this Lease, or require MEP to offer services utilizing the Leased Capacity which are inconsistent with the terms of this Lease, and the result would be an increase in cost to Enogex or MEP, or a material impairment of Enogex's opportunities to provide other available or proposed transportation services beyond what is contemplated by this Lease, then MEP and Enogex shall (i) attempt in good faith to modify the inconsistent provisions of this Lease in a manner that will allow MEP to comply with the FERC Authorizations; and (ii) shall attempt in good faith to negotiate an adjustment to the Monthly Lease Charges to reflect any such modification, *provided*, that any such modification or adjustment, as well as any necessary regulatory authorizations, must be reasonably acceptable to both Parties. Any such adjustment in the Lease terms and Monthly Lease Charges shall preserve as closely as possible the original economic value of the Lease to both Parties. If the Parties do not reach agreement on any such modification or adjustment within forty-five (45) days from the date of the order granting the last to be received of the FERC Authorizations, then either Party may terminate this Lease as of the sixty-fifth (65th) day following the date of such order upon Notice given prior to such date.

6.2 Applications for FERC Authorizations. MEP shall apply to FERC for authorization under Section 7(c) of the NGA to construct and operate the MEP System and to acquire and incorporate the Leased Capacity therein subject to MEP's FERC Gas Tariff. Enogex shall apply to FERC for a limited jurisdiction certificate under Section 7(c) of the NGA, similar in nature to that previously issued to Transok, LLC (now merged into Enogex) in *Transok and Ozark Transmission, L.L.C.*, 97 FERC ¶ 61,362 (2001), authorizing Enogex to lease the Leased Capacity to MEP for the firm transportation of natural gas in interstate commerce. MEP and Enogex will specifically request that FERC confirm that this Lease and the functions Enogex will perform hereunder will not cause Enogex or the Enogex System to become regulated under the NGA, other than to the extent FERC has heretofore specified in issuing limited jurisdiction certificates to Transok, LLC. If the FERC does not so confirm and in the event the FERC conditions the FERC Authorizations in a manner which Enogex reasonably concludes may cause Enogex or the Enogex System to become regulated under the NGA, other than to the extent

FERC has heretofore specified in issuing limited jurisdiction certificates to Transok, LLC, Enogex agrees to provide transportation service as requested by MEP consistent with the SOC and at Enogex's maximum FERC-approved rate or at any other rate as the FERC may approve, *provided, however,* that nothing in this Lease shall be construed to require Enogex to provide or seek authorization to furnish service on a firm basis if its then-effective SOC does not provide for the provision of firm service under Section 311 of the Natural Gas Policy Act of 1978. If MEP does not elect to receive such service, upon receipt of written Notice to that effect from MEP, Enogex may terminate the Lease upon Notice provided to MEP not less than forty-five (45) days and not more than sixty-five (65) days following the issuance of the FERC Authorizations, *provided, however,* that Enogex shall advise MEP of any concerns regarding the FERC Authorizations within ten (10) days following the issuance of the order granting such FERC authorizations.

6.3 Prosecution of Applications; Cooperation. Each Party reserves the right to file and prosecute any and all applications for such authorizations, any supplements or amendments thereto, and, if necessary, any court review, in a manner it deems to be in its best interest. MEP and Enogex shall support and cooperate with each other and shall not oppose, obstruct or otherwise interfere with the prompt preparation and filing and expeditious prosecution of all applications with the FERC and other regulatory authorities for all authorizations necessary to enable the Parties to implement the provisions of this Lease.

ARTICLE VII
CONDITIONS PRECEDENT

7.1 (a) Conditions. MEP's obligations under this Lease, other than (i) its obligations relating to Creditworthiness set forth in Article XII and (ii) its obligation to seek regulatory approvals in accordance with Article VI (which obligations shall be binding as of the Effective Date), are contingent upon the satisfaction of the following conditions precedent:

(i) MEP's determination by no later than December 13, 2006, that it has secured sufficient shipper commitments to support the Leased Capacity; and

(ii) MEP's receipt by the later of: March 31, 2008 or the one year anniversary date of the filing by MEP of the FERC certificate application for the MEP Project (but in no event later than January 2, 2009) of any and all necessary authorizations from the FERC, reasonably satisfactory to MEP, to (i) enter into and implement this Lease in accordance with the terms set forth herein and otherwise satisfy each of its obligations under this Lease; and (ii) to construct, own, and operate the entire MEP System, including any facilities that may be necessary to interconnect the MEP System with the Enogex System.

(b) Enogex's obligations under this Lease, other than its obligation to seek regulatory approvals in accordance with Article VI (which obligation shall be binding as of the Effective Date), are contingent upon Enogex's receipt by October 1, 2008 of any and all necessary authorizations from the FERC, reasonably satisfactory to Enogex, to lease the Leased Capacity to MEP for its use to transport natural gas in interstate commerce without subjecting Enogex to regulation under the NGA to a greater extent than described in Section 6.2, to charge MEP the

Monthly Lease Charges provided for in this Lease and otherwise to enable Enogex to satisfy each of its obligations under this Lease.

7.2 Waiver of Condition. Either Party shall have the right, in its sole discretion, to waive at any time (i) any condition precedent for its benefit set forth in Section 7.1, and (ii) the requirement that any required FERC authorization is final and no longer subject to rehearing. Any such waiver shall be given by Notice delivered to the other Party in accordance with the provisions of Section 13.5.

7.3 Termination for Failure to Satisfy Condition. If any of the conditions precedent set forth in Section 7.1 have not been fully satisfied or waived in accordance with Section 7.2 by the dates set forth therein, either MEP (as to the conditions precedent in Section 7.1(a)) or Enogex (as to the conditions precedent in Section 7.1(b)) may, subject to the obligation in Section 3.1 to negotiate in good faith to select a new Commencement Date (if applicable) and in Section 6.1 to address any FERC Authorizations which are inconsistent with the terms contemplated by this Lease (if applicable), terminate this Lease upon written Notice to the other Party.

ARTICLE VIII
ALLOCATION OF RISKS OF LOSS AND LIABILITY

8.1 Allocation of Risk and Liability. As between the Parties hereto, (i) Enogex shall bear the risk of loss, damage or injury to property or people that is attributable to the natural gas it receives into the Enogex System under this Lease from the time such gas is received from or on behalf of MEP at the Receipt Points until the time it is delivered to MEP at the Bennington Delivery Point, and (ii) MEP shall bear the risk of loss, damage or injury to property or people that is attributable to the natural gas it or its shippers tender for transportation through the Leased Capacity before such gas is received into the Enogex System at the Receipt Points and after it is delivered from the Enogex System at the Bennington Delivery Point.

8.2 Indemnification. EXCEPT FOR CIRCUMSTANCES INVOLVING *FORCE MAJEURE*, WHICH SHALL BE GOVERNED BY ARTICLE V, EACH PARTY (THE "INDEMNITOR") SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY (THE "INDEMNITEE") AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, COSTS, ACTIONS, DAMAGES, LOSSES, EXPENSES OR LIABILITIES, INCLUDING WITHOUT LIMITATION REASONABLE COURT COSTS AND ATTORNEYS' FEES ("CLAIMS") ASSERTED AGAINST AND REASONABLY AND NECESSARILY INCURRED BY THE INDEMNITEE, TO THE EXTENT SUCH CLAIMS ARISE OUT OF THE INDEMNITOR'S ACTS OR OMISSIONS OR STRICT LIABILITY ASSOCIATED WITH THE PERFORMANCE OF THE INDEMNITOR'S OBLIGATIONS UNDER THIS LEASE; *PROVIDED, HOWEVER,* THAT THIS CONTRACTUAL OBLIGATION SHALL NOT APPLY TO ANY PORTION OF ANY COSTS, DAMAGES, LOSSES, EXPENSES OR LIABILITIES WHICH ARE THE RESULT OF THE INDEMNITEE'S CONCURRING NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NOR TO THE EXTENT THAT STRICT LIABILITY IS IMPOSED UPON THE INDEMNITEE AS A MATTER OF LAW.

8.3 Cross-Indemnification; Contribution. In the event that both Enogex and MEP are adjudicated negligent or otherwise at fault or strictly liable without fault with respect to any loss, damage or injuries sustained by a third-party claimant, the contractual obligation of indemnification set forth in Section 8.2 shall continue, but Enogex and MEP shall each indemnify the other only for the percentage of responsibility for the loss, damage or injuries adjudicated to be attributed to the Indemnitor. It is intended that, to the extent in such a situation either Enogex or MEP pays such third-party claimant for its costs, losses, liabilities, expenses and/or judgments attributed to the percentage of negligence, fault or liability of the other, these obligations of indemnification shall function as a contractual arrangement of contribution. This contractual arrangement of contribution shall survive settlement of the underlying third-party claim and, provided that Notice and the right to participate in the investigation, defense, and resolution (including settlement) of such third-party claim has been provided, shall apply to voluntary settlements made by either Enogex or MEP with the third party.

8.4 Notice of Claim. It is a condition precedent to the Indemnitor's contractual obligation of defense and indemnification under this Lease that the Indemnitee shall provide written Notice of the third-party claim, demand or cause of action within thirty (30) days after the Indemnitee reasonably determines that such third-party claim, demand or cause of action involves a claim for indemnity under this Lease, or within such lesser time if necessary for Indemnitor to defend itself and the Indemnitee timely against such claim, demand or cause of action. It is a further condition precedent to the Indemnitor's contractual obligation of defense and indemnification under this Lease that the Indemnitor shall have had the right to participate in the investigation, defense and resolution of the third-party claim.

8.5 Survival of Obligation to Indemnify. The defense and indemnity provisions of this Article VIII shall survive the expiration or earlier termination of this Lease for a period of three (3) years from the date of such expiration or termination.

ARTICLE IX
REPRESENTATIONS AND WARRANTIES

9.1 Mutual Representations and Warranties. Each Party represents and warrants to the other as follows:

(a) Such Party is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, and is in good standing in each other jurisdiction where the failure to so qualify would have a material adverse effect upon the business or financial condition of such Party or its ability to perform its obligations under this Lease.

(b) Except for the authorizations contemplated by Sections 7.1(a) and (b), the execution, delivery and performance of this Lease by such Party have been duly authorized by all necessary action on the part of such Party in accordance with such Party's charter documents and do not and will not require the consent of any trustee or holder of any indebtedness or other obligation of such Party or any other party to any other agreement with such Party.

(c) This Lease has been duly executed and delivered by such Party. This Lease constitutes the legal, valid, binding and enforceable obligation of such Party, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws of general application relating to or affecting creditors' rights generally and by general equitable principles.

(d) No governmental authorization, approval, order, license, permit, franchise or consent, and no registration, declaration or filing with any governmental authority is required on the part of such Party in connection with the execution and delivery of this Lease.

(e) There is no pending or, to the best of such Party's knowledge, threatened action or proceeding affecting such Party before any court, government authority or arbitrator that could reasonably be expected to have a material adverse effect on the financial condition or operations of such Party or the ability of such Party to perform its obligations hereunder, or that purports to affect the legality, validity or enforceability of this Lease.

9.2 Existing Enogex Facilities. Enogex represents and warrants that, as to any existing facilities that will be used by Enogex to provide the Leased Capacity, (i) all material permits and approvals for the ownership and operation of such facilities have been obtained and are valid and in good standing, (ii) Enogex is not in material breach or violation of, or in default under, any environmental laws or material permits and approvals governing its use, operation and maintenance of such facilities, including but not limited to those required under any environmental laws, which breach, violation or default would have a material adverse effect on Enogex's right to the continued use of such facilities, and (iii) there are no pending, or to the knowledge of Enogex, any threatened, actions to challenge, revoke, cancel, terminate, limit, or modify any such material permits and approvals.

9.3 No Other Warranties. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.

9.4 Insurance. Enogex shall procure at its own expense and, throughout the term of this Lease, shall maintain in full force and effect, sufficient insurance to protect against any catastrophic damage to its facilities, and shall use any loss proceeds from any such insurance policies for the restoration of such facilities to the extent failure to do so materially would impair its ability to fulfill its obligations hereunder.

ARTICLE X
ASSIGNMENT

Neither this Lease nor any of the rights, interests or obligations hereunder shall be assigned by either Party without the prior written consent of the other Party, as applicable, which shall not be unreasonably withheld or delayed, and any such assignment that is not consented to shall be null and void; *provided, however,* that a Party may assign this Lease upon Notice to the other Party to (a) an affiliate or (b) a person who (i) purchases all or substantially all of the assets of such Party or (ii) merges with such Party; *provided further, however,* that any assignment under clauses (a) or (b) shall not release, affect or reduce in any way the assigning Party's obligations under this Lease. Notwithstanding the foregoing, the restrictions on assignment contained in this Article X shall not in any way prevent either Party from pledging or mortgaging its rights hereunder as security for its indebtedness, and in the event of such a pledge or mortgage by a Party, the other Party shall execute such consents to assignment, opinions of counsel and other documents or instruments, at the assigning Party's sole expense, as may reasonably be requested by the assigning Party's lenders, investors or financial institutions.

ARTICLE XI
LIMITATIONS ON DAMAGES

NEITHER PARTY SHALL BE LIABLE OR OTHERWISE RESPONSIBLE TO THE OTHER PARTY FOR EXEMPLARY, PUNITIVE, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES OR FOR THIRD-PARTY LOST PROFITS THAT ARISE OUT OF OR RELATE TO THIS LEASE OR THE PERFORMANCE OR BREACH THEREOF. The preceding sentence shall not be deemed to preclude any Enogex claim that lease charges payable hereunder would be a proper measure of damages to which Enogex could be entitled for a breach of this Lease by MEP. Likewise, this provision shall not be deemed to preclude any MEP claim that the damages it would be required to pay its shippers pursuant to MEP's FERC Gas Tariff for failure to provide the Leased Capacity would be a proper measure of damages to which MEP could be entitled for a breach of this Lease by Enogex.

ARTICLE XII
CREDITWORTHINESS

12.1 Obligation to Establish and Maintain Creditworthiness. MEP shall initially establish that it is creditworthy and shall thereafter throughout the term of this Lease (including any Interim Lease Term) maintain its creditworthiness in accordance with the standards established in this Article XII. Should MEP at any time during the term of this Lease (including any Interim Lease Term) not be creditworthy within the meaning of Section 12.2, it shall furnish, or shall arrange for one or more of its members or a parent of a member (each, a "Credit Support Provider") to furnish on its behalf, appropriate credit support securing MEP's performance of its obligations under this Lease as provided in this Article XII (such support, "Credit Assurances").

12.2 Creditworthiness Standards. MEP or a Credit Support Provider shall be deemed to be "creditworthy" within the meaning of this Article XII for so long as it is rated "Investment Grade." "Investment Grade," for purposes of this Article XII, shall mean that MEP's or its Credit Support Provider's senior unsecured long-term debt has been awarded a credit rating by

Moody's Investors Service, a subsidiary of Moody's Corporation ("Moody's"), of at least Baa3, and by Standard & Poor's, a division of the McGraw-Hill Companies, Inc. ("S&P"), of at least BBB-; *provided, however,* that MEP or a Credit Support Provider may be deemed Investment Grade if it is rated as such by only one of Moody's or S&P, for so long as it is not rated below Investment Grade by the other rating agency.

12.3 Provision of Credit Support. Whenever MEP is not rated "Investment Grade," MEP shall provide to Enogex Credit Assurances through either or a combination of: (i) a guaranty, reasonably satisfactory to Enogex, issued by a Credit Support Provider rated Investment Grade, the obligations under such guaranty being capped at an amount equal to the Credit Support Amount (defined in Section 12.4); or (ii) if MEP or its Credit Support Provider is not or ceases to be rated Investment Grade, credit support in the form of a cash deposit or an irrevocable standby letter of credit for the benefit of Enogex, each in a form and with a financial institution acceptable to Enogex, acting reasonably, in an amount equal to the Credit Support Amount or the difference between the Credit Support Amount and the stated amount of any form of Credit Assurances meeting the requirements of this Section 12.3 that MEP or a Credit Support Provider has theretofore provided to Enogex. MEP shall have the option of securing Credit Assurances in the form of guaranties, cash deposits or letters of credit meeting the requirements of this Section 12.3 from separate Credit Support Providers, provided that (i) the aggregate amount of the Credit Assurances so provided equals the Credit Support Amount and (ii) each such Credit Support Provider providing a guaranty must at all times qualify as Investment Grade within the meaning of Section 12.2.

12.4 Credit Support Amount. The Credit Support Amount shall be determined from time to time by multiplying the Lease Quantity specified in Exhibit B as to each Lease Rate by the corresponding Lease Rate and the product of each such calculation summed to determine the amount of Monthly Lease Charges that would be applicable over a twelve-month period. Not less than twelve months prior to the Commencement Date, MEP shall either establish that it is creditworthy or shall provide Credit Assurances in the amount of the Credit Support Amount. On or after the Commencement Date, MEP shall adjust the stated amount of the Credit Assurances theretofore provided to Enogex to ensure that the Credit Assurances have a stated amount of not less than the Credit Support Amount calculated with reference to the then-applicable Lease Charges and the corresponding Lease Quantities specified in Exhibit B for a period of the next succeeding twelve (12) months. The Credit Support Amount shall thereafter be adjusted within ten (10) days of any applicable change in the Lease Quantities or Lease Charges reflected in Exhibit B. Upon any draw against a letter of credit or withdrawal of a cash deposit by Enogex, or the occurrence of any event that results in the credit support theretofore provided by MEP or a Credit Support Provider no longer satisfying the requirements of this Article XII, MEP shall within two (2) business days cause the letter of credit or cash deposit, after giving effect to such draw or withdrawal, to be replenished or replaced, as the case may be, so as to be in an amount equal to the charges applicable to the Leased Capacity for a period of the immediately succeeding twelve (12) months. Any credit support furnished in the form of cash or a letter of credit may be terminated by or shall be returned to MEP at such time as (i) MEP or its parent (if the parent is providing a payment guaranty to Enogex as a Credit Support Provider) or the parent company of one or more of MEP's members (if such company is providing a payment guaranty to Enogex as a Credit Support Provider) has an Investment Grade credit rating (as defined above) and (ii) MEP or its Credit Support Provider, as the case may be,

have furnished a guaranty reasonably satisfactory to Enogex. At any time that any such payment guaranty is being provided, such payment guaranty may be terminated by MEP at such time as MEP has an Investment Grade credit rating.

12.5 Failure to Maintain Creditworthiness. Failure by MEP or its Credit Support Provider to satisfy its obligations relating to the establishment of its creditworthiness and the maintenance of required credit support in accordance with the provisions of this Article XII shall entitle Enogex to suspend service through the Leased Capacity upon the provision of thirty (30) days' prior written Notice to MEP, unless MEP shall have satisfied such obligations within thirty (30) days following receipt of such Notice (subject also to the provision of any required Notice to FERC and to receipt of any required regulatory authorization for such suspension). Should MEP fail to satisfy the obligations specified in this Article XII for a period of thirty (30) consecutive days, Enogex shall be entitled, subject to its receipt of any necessary regulatory approvals, to terminate this Lease upon the provision of thirty (30) days' (or such other shorter period as may be specified in the corresponding provision of MEP's FERC Gas Tariff) prior written Notice to MEP (without prejudice to its right to receive payment for all amounts due hereunder), unless MEP shall have satisfied such obligations within thirty (30) days following receipt of such Notice.

ARTICLE XIII
MISCELLANEOUS

13.1 Governing Law. THIS LEASE SHALL BE GOVERNED BY, AND INTERPRETED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF OKLAHOMA, WITHOUT RECOURSE TO THE LAW REGARDING CONFLICTS OF LAWS.

13.2 Waiver. No waiver by a Party of any default by the other Party in the performance of any provision, condition or requirement in this Lease shall be deemed to be a waiver of, or in any manner release the other Party from, performance of any other provision, condition or requirement in this Lease, nor shall such waiver be deemed to be a waiver of, or in any manner a release of, the defaulting Party from future performance of the same provision, condition or requirement. Any delay or omission of any Party to exercise any right in this Lease shall not impair the exercise of any such right or any like right accruing to it thereafter.

13.3 No Implied Obligations. The obligations of the Parties expressed in this Lease and in the FERC Authorizations are the sole and exclusive obligations of the Parties with respect to the subject matter of this Lease. Neither Enogex nor MEP accepts or has imposed upon it, by virtue of this Lease or otherwise, any implied obligations or covenants with respect to the subject matter of this Lease.

13.4 Amendments in Writing. No modifications of the terms and provisions of this Lease shall be effective except by the execution of a supplementary written agreement by Enogex and MEP.

13.5 Notices. Any written notice or other communication required or contemplated by this lease (each, a "Notice") shall be given in writing to the other Party and shall be deemed given

and received on the date on which such Notice or communication is given by facsimile or electronic mail, and confirmed as received by the other Party, or the date received if given by overnight courier or registered or certified mail, postage prepaid, addressed:

If to Enogex:

Enogex Inc.
Attn: Contract Management
P.O. Box 24300
Oklahoma City, OK 73124-0300
Fax: (405) 558-4610

with a copy to
General Counsel
Enogex Inc.
515 Central Park Drive, Suite 600
M/C 556
Oklahoma City, OK 73105
Fax: (405) 558-4642
Phone: (405) 558-4636

or at such other address as may be designated by Enogex from time to time by written Notice.

If to MEP:

Midcontinent Express Pipeline LLC
500 Dallas St., Suite 1000
Houston, TX 77002
Attention: Vice President of Operations
Fax Number: (713) 369-9405
Phone: (713) 369-9330

or at such other address as may be designated by MEP from time to time by written Notice.

13.6 Inurement. This Lease shall inure to the benefit of any party that succeeds by purchase, merger, or consolidation to title, substantially as an entirety, of Enogex or MEP, as the case may be.

13.7 Subject to All Laws. This Lease and the obligations of Enogex and MEP set forth in this Lease are subject to all applicable laws, rules, orders and regulations of governmental authorities having jurisdiction and, in the event of conflict, such laws, rules, orders and regulations of governmental authorities having jurisdiction shall control.

13.8 No Joint Venture. Nothing in this Lease shall be construed to create a joint venture or partnership between the Parties or to constitute one Party as the agent of the other for any purpose.

13.9 Numbering; Titles. The numbering and titling of Articles and Sections of this Lease are for reference and administrative convenience only, and shall have no probative value in construing the Lease.

13.10 Partial Invalidity. If any portion of this Lease is determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of any other portions.

13.11 No Third-Party Beneficiaries. Nothing in this Lease is intended to create any third-party beneficiary rights or to confer upon any person or entity, other than the Parties and their respective successors and assigns, any rights, remedies or obligations under or by reason of this Lease, and the Parties specifically negate any such intention.

13.12 Further Assurances. Each Party shall execute and deliver such other documents and take such other actions as may reasonably be requested by the other Party in order to consummate or implement the transactions contemplated by this Lease.

13.13 Counterparts. This Lease may be executed in one or more counterparts (delivery of which may be made by facsimile), each of which shall be deemed an original but all of which together shall constitute one and the same.

13.14 Entire Agreement. This Lease, including all Exhibits hereto, constitutes the entire agreement between the Parties relating to the subject matter addressed herein, and supersedes all prior understandings and agreements between the Parties and their affiliates on the subject hereof.

ARTICLE XIV
DISPUTE RESOLUTION

14.1 Disputes Generally. In the event of a dispute between the Parties arising out of or related to this Lease, other than a dispute arising out of or related to operational issues, which shall be addressed in accordance with Section 14.3 below, either Party may invoke the procedures specified in this Section by giving written Notice (a "Dispute Notice") to the other Party. Such Dispute Notice will describe briefly the nature of the dispute and shall invoke the provisions of this Section 14.1. The Party receiving this Dispute Notice shall immediately acknowledge in writing its receipt of the Dispute Notice and shall include in this acknowledgement a brief reply to the description of the dispute contained in the Dispute Notice and its position concerning the dispute. Unless another individual is designated, the representatives of the Parties who shall conduct the discussions contemplated by this Section 14.1 shall be, in the case of MEP, the President of MEP, and in the case of Enogex, the President of Enogex (such representatives, the "Authorized Individuals"). The Authorized Individuals shall make whatever investigation each deems appropriate and promptly, but no later than five (5) days from the date of the Dispute Notice, shall commence discussions concerning resolution of the dispute. In the event that either

of the Parties has substantial need for information in the possession of the other Party, the Parties shall attempt in good faith to agree on a plan for the expeditious exchange of such information.

14.2 Arbitration. In the event the Parties are unable to resolve their dispute in accordance with the provisions of Section 14.1 within thirty (30) days from the date of the Dispute Notice, the dispute shall be submitted to final and binding arbitration in accordance with the following procedure:

(a) The arbitration shall be administered by the American Arbitration Association ("AAA") in accordance with, and in the following order of priority: (i) the terms of this Section 14.2; (ii) the Commercial Arbitration Rules of the AAA; (iii) the Federal Arbitration Act (Title 9 of the United States Code); (iv) the Oklahoma Uniform Arbitration Act (15 O.S. §§ 801, *et seq.*); and (v) to the extent the foregoing are inapplicable, unenforceable or invalid, the laws of the State of Oklahoma. The validity and enforceability of these arbitration provisions shall be determined in accordance with the same order of priority. In the event of any inconsistency between these arbitration provisions and such rules and statutes, these arbitration provisions shall control.

(b) Commencement of and demand for arbitration shall be made by written Notice by the initiating party (claimant) to the other party (respondent) which contains a statement of the nature of the dispute, the amount involved and the relief or remedy sought (such Notice, an "Arbitration Notice").

(c) The arbitration shall be conducted by a panel of three (3) arbitrators (the "Arbitration Panel"). MEP and Enogex shall each nominate one (1) arbitrator, who is experienced and knowledgeable in the areas involved in the dispute, within ten (10) working days of their receipt of the Arbitration Notice that arbitration has been demanded and commenced, and each will notify the other Party of the name of its selected arbitrator within that same time period. If either Party refuses to name an arbitrator, application will be made to the Chief Judge of the United States District Court for the Northern District of Oklahoma requesting that the Chief Judge appoint an arbitrator. If the Chief Judge declines to name an arbitrator, application will be made to the AAA. The two arbitrators thus selected will confer within ten (10) working days of their final selection and agree upon a third arbitrator. If the two arbitrators are unable to agree on a third arbitrator within sixty (60) working days of their first contact, the nomination of the third arbitrator will follow the same procedure as the nomination of a party arbitrator for a party refusing to make a selection. AAA Rules regarding the selection, qualification, and challenge of arbitrator shall only apply to the arbitrators if those arbitrators are selected by the AAA. No member of the Arbitration Panel may be involved in the controversy or be or have been an officer, director, representative, employee or agent of or for either party. The third arbitrator shall act as Chairman of the Arbitration Panel.

(d) The costs and fees of the arbitrators selected by the parties shall be borne by the Party selecting such arbitrator, unless otherwise awarded by the Arbitration Panel. The costs and fees attributable to the third arbitrator shall be shared equally by the Parties, unless otherwise awarded by the Arbitration Panel.

(e) The Arbitration Panel may engage engineers, accountants or other consultants that the Arbitration Panel deems necessary to render a decision in the Arbitration proceeding. All fees of any such consultants shall be borne equally by the parties, unless otherwise awarded by the Arbitration Panel.

(f) The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 9, *et seq.* and the Oklahoma Uniform Arbitration Act, 15 Okla. Stat. §§ 801, *et seq.* The arbitrators will establish a schedule that will result in a final arbitration award to be rendered in written form not later than one hundred eighty (180) days following the appointment of the third arbitrator. The place of the arbitration shall be Tulsa, Oklahoma.

(g) The Parties agree that pre-arbitration hearing discovery is necessary. Within twenty (20) working days after the appointment of the third arbitrator, the Parties shall exchange lists of the witnesses and exhibits each then plans to call and use in the Arbitration proceeding. Within twenty (20) working days after the exchange of the witness and exhibit lists, a Party may request additional discovery, if any is necessary, from the other Party. A Party shall respond to any such additional request for documents within thirty (30) days after receiving such request, and each Party shall attempt in good faith to schedule the depositions of witnesses requested by the other Party by agreement. If the Parties are unable to agree on any aspect of discovery requested, such discovery issue shall be presented to and resolved by the Arbitration Panel.

(h) Any dispute relating to or arising under this arbitration provision, including interpretation thereof, shall be solely and finally resolved by submission to the Arbitration Panel.

(i) A written decision by two (2) of the arbitrators will be final and binding on the Parties. An arbitration award entered herein can be confirmed by either Party in the United States District Courts for the Northern or Western Districts of Oklahoma or any state district courts for the State of Oklahoma, and a judgment may be entered on the arbitration award by the same court.

(j) Punitive damages may not be awarded by the Arbitration Panel. The Arbitration Panel shall have the power to award recovery to the prevailing Party of all or part of its costs, expenses and attorneys' fees incurred in conjunction with such Arbitration Proceeding.

(k) The Parties, their affiliates, employees, contractors, attorneys and auditors shall keep the substance of these final and binding arbitration proceedings confidential to the extent the same is permissible, consistent with the responsibilities of the attorneys under the pertinent Codes of Professional Responsibility or obligations which may reasonably require disclosure to financial institutions, consultants for evaluation purposes or as may be required by federal or state law or a court of competent jurisdiction. Under no circumstances shall any documents memorializing the substance of any aspect of these proceedings be disclosed or released to any third party or the media absent the mutual agreement of the Parties. The Parties shall use all reasonable efforts to obtain protective

orders before disclosing any terms of these proceedings to any federal or state government or a court of competent jurisdiction.

(l) Except for the internal costs of each Party, all costs, fees and expenses of any portion of this dispute resolution process shall be shared equally by the Parties, unless otherwise specified herein.

14.3 Resolution of Disputes Relating to Operations Issues. In the event the Parties are not able to resolve a dispute regarding the availability of Leased Capacity, gas measurement, gas scheduling, operating procedures, or transportation imbalances (collectively, "Operations Issues") in accordance with Section 14.1 hereof and notwithstanding Section 14.2, the Parties agree that the AAA shall select from its Large Complex Case Panel one neutral arbitrator with at least fifteen (15) years' experience as an engineer in the development, construction and operation of pipelines in the natural gas industry (the "Neutral"). The Party that has initiated the dispute resolution provisions of this Article XIV as to an Operations Issue (the "Initiating Party") shall submit to the Neutral the matter to be decided and shall set forth the Initiating Party's proposed resolution of the matter submitted. Within five (5) business days thereafter, the other Party (the "Responding Party") shall submit to the Neutral its response to the Initiating Party's description of the matter to be decided and shall set forth the Responding Party's proposed resolution of the matter. The Neutral shall choose between or among the proposed resolutions submitted by the Parties. The determination by the Neutral shall be final and binding upon the Parties. The cost of the arbitration (including fees of the AAA and the arbitrator) shall be borne by the Party whose proposed resolution was not chosen by the Neutral.

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be executed by their respective duly authorized officers, to be effective as of the day and year first above written.

ENOGEX INC.

By: Danny P. Harris EKM pkh

Name: Danny P. Harris

Title: President

Date: December 11, 2006

MIDCONTINENT EXPRESS PIPELINE LLC

By: DJD

Name: DAVID J. DEVINE

Title: PRESIDENT

Date: Dec. 11, 2006

EXHIBIT A
To the Capacity Lease Agreement
between
Midcontinent Express Pipeline LLC
and
Enogex Inc.

Effective _____

Point(s) of Receipt:

Description	Enogex Meter Number	Zone	Receipt Quantity (Dth/d)[1]
West Pool		W	[100,000 min; 300,000 max[2]; range to be replaced by a specified quantity to be confirmed after close of MEP open season]
Waynoka[3]		W	100,000
NGPL Washita[4]		W	[50,000 min; 200,000 max; range to be replaced by a specified quantity to be confirmed after close of MEP open season]
East Pool		E	[0 min; 100,000 max; range to be replaced by a specified quantity to be confirmed after close of MEP open season]

Point of Delivery:

Description	Enogex Meter Number	Delivery Quantity (Dth/d)
Bennington, OK	TBD	[250,000 min; 500,000 max; range to be replaced by a specified quantity to be confirmed after close of MEP open season]

1 Plus Enogex System Fuel Gas and MEP Fuel.

2 Aggregate quantity of receipts from West Zone shall not exceed 400,000 Dth/d.

3 Specified quantity can be received from either Waynoka or West Pool; aggregate of all receipts from Waynoka and West Pool may not exceed the specified quantity.

4 Specified quantity can be received from either NGPL Washita or West Pool; aggregate of all receipts from NGPL Washita and West Pool may not exceed the specified quantity.

EXHIBIT B
To the Capacity Lease Agreement
between
Midcontinent Express Pipeline LLC
and
Enogex Inc.

Effective _____

Lease Charges

Receipt Point/Zone	Lease Rate ($ per Dth demand) Primary Term-Yr 20	Lease Rate ($ per Dth demand) Yrs 20-25*	Lease Rate ($ per Dth demand) Yrs 25-30*	Lease Quantity (Dth)**
Waynoka	0.17	0.21	0.25	101,200
Other West	0.15	0.19	0.23	303,600
East Zone	0.09	0.12	0.15	101,200

Enogex System Fuel shall be collected in addition to the applicable Lease Rate.

* Unless otherwise agreed by the Parties.

** Initial MEP Fuel quantity is estimated to be 1.2%. This percentage may change from time to time in accordance with a consecutive 12 month fuel tracker MEP will have the right to file with the FERC, as to which MEP will give Enogex thirty (30) days' prior notice. This Exhibit will be updated from time to time to reflect the then-applicable MEP Fuel quantity.

AMENDMENT NO. 1 TO CAPACITY LEASE AGREEMENT
BETWEEN
ENOGEX INC.
AND
MIDCONTINENT EXPRESS PIPELINE LLC

THIS AMENDMENT TO CAPACITY LEASE AGREEMENT ("Amendment") is made and entered into effective on the 8TH day of June, 2007, by and between Enogex Inc. ("Enogex"), an Oklahoma corporation, and Midcontinent Express Pipeline LLC ("MEP"), a Delaware limited liability company. Enogex and MEP are sometimes referred to in this Amendment individually as a "Party" or collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, Enogex and MEP are Parties to that certain Lease Agreement dated December 11, 2006 (the "Lease"); and

WHEREAS, Enogex and MEP now desire to make changes to the Lease including the elimination of the provisions relating to the addition of the Booster, defined in Section 1.3 of the Lease, to the Enogex System and to designate the portion of the Leased Capacity that was intended to utilize the Booster to other Points of Receipt; and

WHEREAS, MEP is finalizing precedent agreements with shippers on its system whereby the shippers may commit to certain quantities of natural gas transportation which would require service on the Lease; and

WHEREAS, the accommodation of the above-referenced shipper(s) may require an increase of the Lease Quantity under the Lease on a basis described herein; and

WHEREAS, Enogex and MEP now desire to amend the Lease accordingly.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained in this Amendment, the receipt and sufficiency of which are hereby acknowledged, the Parties do covenant and agree as follows:

1. All capitalized terms used in this Amendment, unless clearly indicated otherwise, shall have the meanings ascribed to them in the Lease.

2. Enogex and MEP agree that the attached "Exhibit 1" describes the designation of the capacity at the Point(s) of Receipt as of January 31, 2007 pursuant to Section 1.1. See Attached "Exhibit 1"

3. Enogex and MEP agree to amend Section 1.3 of the Lease so as to eliminate all references, rights and obligations relating to the previously contemplated booster facilities at or near the NGPL Washita Receipt Point, described in the Lease as Booster.

4. Enogex and MEP further agree to amend and substitute Exhibit A to the Lease to indicate the following:

a. West Pool – Receipt Quantity - 100,000 minimum; additional 50,000 may be designated from the West Pool Point of Receipt ("Supplemental West Pool Volumes") subject to the provisions set forth below;
b. Waynoka – Receipt Quantity – 100,000
c. NGPL Washita – Receipt Quantity – 0 (Pursuant to Paragraph 3 above, this Point of Receipt will be removed.)
d. East Pool – Receipt Quantity – 83,334 plus MEP Fuel; provided however that the Receipt Quantity from the East Pool Point of Receipt may be reduced by volumes that are designated as Supplemental West Pool Volumes. Such reduction of the East Pool Receipt Quantity will be as follows: the East Pool Point of Receipt Quantity of 83,334 Dth per day, plus MEP Fuel, may be reduced by 1.6667 Dth per day for each Dth per day of Receipt Quantity designated as Supplemental West Pool Volumes at the West Pool Point of Receipt. MEP shall provide Enogex with written Notice of the amount of Supplement West Pool Volumes as soon as practicable but no later than the end of the business day on July 6, 2007.

The substituted "Exhibit A" dated as effective as of the date of this Amendment is attached and made a part hereof.

5. MEP is currently finalizing the shippers' precedent agreements (the "MEP PAs") and MEP may require an additional amount of Lease Quantity of up to 20,000 Dth per day of additional natural gas transportation service on the Lease for a term of five or ten years, plus MEP Fuel. One of the MEP PAs requires commitment, on or before June 29, 2007 (or such later date as the parties may further agree to) to the exact quantities and Receipt Points.

6. To accommodate MEP's request as set forth in Paragraph 5, Enogex and MEP agree that in the event MEP notifies Enogex as set forth in this Paragraph 6, MEP may increase the Lease Quantity (currently 250,000 – 283,334 Dth per day as set forth above) by up to an additional 20,000 Dth per day plus MEP Fuel from the East Pool Point of Receipt for redelivery at the Bennington Point of Delivery for a term of five or ten years (the "June Increased Lease Quantity"). If MEP desires to add the June Increased Lease Quantity, MEP shall provide Enogex with written Notice of the amount and term of the June Increased Lease Quantity and the Receipt Quantity for the East Pool Point of Receipt that result from the MEP PAs as set forth in Paragraph 5 above, as soon as practicable after MEP receives the shipper's notification but no later than July 6, 2007.

For purposes of clarity the June Increased Lease Quantity is available for addition to the Lease with the current applicable Monthly Lease Charges until the end of the business day on July 6, 2007. If so notified, MEP and Enogex will promptly execute an amended Exhibit A to amend the Lease to include the June Increased Lease Quantity as set forth herein.

7. Except as amended hereby, all other terms and conditions of the Lease shall remain in full force and effect for the term thereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized officers, to be effective as of the day and year first above written.

ENOGEX INC.

By: E Keith Mitchell

Name: E. Keith Mitchell

Title: Sr. Vice President

Date: June 8, 2007

MIDCONTINENT EXPRESS PIPELINE LLC

By: Kimberly S. Watson

Name: Kimberly S. Watson

Title: Vice President

Date: June 8, 2007

EXHIBIT 1
To the Capacity Lease Agreement
between
Midcontinent Express Pipeline LLC
and
Enogex Inc.

Effective January 31, 2007

Point(s) of Receipt:

Description	Enogex Meter Number	Zone	Designated Receipt Quantity (Dth/d)[1]
West Pool		W	100,000
Waynoka[2]		W	100,000
NGPL Washita[3]		W	50,000
East Pool		E	0

Point of Delivery:

Description	Enogex Meter Number	Delivery Quantity (Dth/d)
Bennington, OK	TBD	250,000

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1 Plus Enogex System Fuel Gas and MEP Fuel.

2 Specified quantity can be received from either Waynoka or West Pool; aggregate of all receipts from Waynoka and West Pool may not exceed the specified quantity.

3 Specified quantity can be received from either NGPL Washita or West Pool; aggregate of all receipts from NGPL Washita and West Pool may not exceed the specified quantity.

EXHIBIT A
To the Capacity Lease Agreement
between
Midcontinent Express Pipeline LLC
and
Enogex Inc.

Effective June 8, 2007

Point(s) of Receipt:

Description	Enogex Meter Number	Zone	Receipt Quantity (Dth/d)[4]
West Pool		W	100,000[5]
Waynoka		W	100,000[6]
East Pool		E	83,334[7]

Point of Delivery:

Description	Enogex Meter Number	Delivery Quantity (Dth/d)
Bennington, OK	TBD	[250,000 min; 283,334 max; range to be replaced by a specified quantity based on the designated Supplemental West Pool Volume]

4 Plus Enogex System Fuel Gas and MEP Fuel.

5 On or before July 6, 2007, the Receipt Quantity at the West Pool Point of Receipt may be increased by an amount up to an additional 50,000 Dth/d. This increased volume at the West Pool Point of Receipt will be designated as Supplemental West Pool Volumes. For each Dth/d of Supplemental West Pool Volumes that are added at the West Pool, the East Pool Point of Receipt Quantity will be reduced by 1.6667 Dth/d from the East Pool Point of Receipt . MEP shall provide Enogex with written Notice of the amount of Supplement West Pool Volumes as soon as practicable but no later than the end of the business day on July 6, 2007.

6 Specified quantity can be received from either Waynoka or West Pool; aggregate of all receipts from Waynoka and West Pool may not exceed the specified Receipt Quantity set forth herein.

7 Receipt Quantity from the East Pool Point of Receipt may be reduced to zero by volumes that are designated as Supplemental West Pool Volumes as set forth in Footnote 2.

AMENDMENT NO. 2 TO CAPACITY LEASE AGREEMENT
BETWEEN
ENOGEX INC.
AND
MIDCONTINENT EXPRESS PIPELINE LLC

THIS AMENDMENT TO CAPACITY LEASE AGREEMENT ("Amendment") is made and entered into effective on the 29th day of June, 2007, by and between Enogex Inc. ("Enogex"), an Oklahoma corporation, and Midcontinent Express Pipeline LLC ("MEP"), a Delaware limited liability company. Enogex and MEP are sometimes referred to in this Amendment individually as a "Party" or collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, Enogex and MEP are Parties to that certain Capacity Lease Agreement dated December 11, 2006 and that certain Amendment No. 1 to Capacity Lease Agreement dated as of June 8, 2007 ("Amendment No. 1") (together the Capacity Lease Agreement and the Amendment No. 1 referenced herein as the "Lease"); and

WHEREAS, Enogex and MEP now desire to make changes to the Lease, by altering certain terms of Amendment No. 1.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained in this Amendment, the receipt and sufficiency of which are hereby acknowledged, the Parties do covenant and agree as follows:

1. All capitalized terms used in this Amendment, unless clearly indicated otherwise, shall have the meanings ascribed to them in the Lease.

2. The date "June 29, 2007" that appears in Paragraph 5. of Amendment No. 1 shall, upon execution of this Amendment, be "July 23, 2007."

3. The defined term "June Increased Lease Quantity" shall, upon execution of this Amendment, be "July Increased Lease Quantity."

4. The date "July 6, 2007" that appears twice in Paragraph 6. of Amendment No. 1 and twice in footnote 5 of the amended and substituted Exhibit A attached to Amendment No. 1 shall, upon execution of this Amendment, be "July 30, 2007."

5. Except as amended hereby, all other terms and conditions of the Lease shall remain in full force and effect for the term thereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized officers, to be effective as of the day and year first above written.

ENOGEX INC.

By: E Keith Mitchell

Name: E keith Mitchell

Title: Sr. Vice President

Date: July 5, 2007

MW

path LEGAL

MIDCONTINENT EXPRESS PIPELINE LLC

By: [signature]

Name: Kimberly S. Watson

Title: Vice President

Date: July 3, 2007

AMENDMENT NO. 3 TO CAPACITY LEASE AGREEMENT
BETWEEN
ENOGEX INC.
AND
MIDCONTINENT EXPRESS PIPELINE LLC

THIS AMENDMENT TO CAPACITY LEASE AGREEMENT ("Amendment") is made and entered into effective on the 3rd day of October, 2007, by and between Enogex Inc. ("Enogex"), an Oklahoma corporation, and Midcontinent Express Pipeline LLC ("MEP"), a Delaware limited liability company. Enogex and MEP are sometimes referred to in this Amendment individually as a "Party" or collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, Enogex and MEP are Parties to that certain Capacity Lease Agreement dated December 11, 2006, that certain Amendment No. 1 to Capacity Lease Agreement dated as of June 8, 2007 ("Amendment No. 1") and that certain Amendment No. 2 to Capacity Lease Agreement dated as of June 29, 2007 ("Amendment No. 2") (together the Capacity Lease Agreement, Amendment No. 1 and Amendment No. 2 referenced herein as the "Lease"); and

WHEREAS, Enogex and MEP now desire to make changes to the Lease, by superseding and replacing Amendment No. 2, and restating Amendment No. 1; and

WHEREAS, MEP is finalizing precedent agreements with shippers on its system whereby the shippers may commit to certain quantities of natural gas transportation which would require service on the Lease; and

WHEREAS, the accommodation of the above-referenced shipper(s) may require an increase of the Lease Quantity under the Lease on a basis described herein; and

WHEREAS, Enogex and MEP now desire to amend the Lease accordingly.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained in this Amendment, the receipt and sufficiency of which are hereby acknowledged, the Parties do covenant and agree as follows:

1. All capitalized terms used in this Amendment, unless clearly indicated otherwise, shall have the meanings ascribed to them in the Lease.

2. Amendment No. 1 is amended and the remaining provisions are restated in this Amendment. Amendment No. 2 is replaced by this Amendment.

3. Enogex and MEP agree that the attached "Exhibit 1" describes the designation of the capacity at the Point(s) of Receipt as of January 31, 2007 pursuant to Section 1.1. See Attached "Exhibit 1".

4 Enogex and MEP agree to amend Section 1.3 of the Lease so as to eliminate all references, rights and obligations relating to the previously contemplated booster facilities at or near the NGPL Washita Receipt Point, described in the Lease as Booster.

5. Enogex and MEP further agree to amend and substitute "Exhibit A" to the Lease to indicate the following:

a. West Pool – Receipt Quantity – 112,000 Dth per day plus MEP fuel;
b. Waynoka – Receipt Quantity – 100,000 Dth per day plus MEP fuel;
c. East Pool – Receipt Quantity – 63,334 Dth per day plus MEP Fuel.

The substituted "Exhibit A" which is effective as of the date of this Amendment, is attached and made a part hereof.

6. MEP is currently finalizing the shippers' precedent agreements (the "MEP PAs") and MEP may require an additional amount of Lease Quantity of up to 20,000 Dth per day of additional natural gas transportation service on the Lease for a term of five or ten years, plus MEP Fuel. One of the MEP PAs requires commitment, on or before October 31, 2007 (or such later date as the Parties may further agree to) to the exact quantities and Receipt Points.

7 To accommodate MEP's request as set forth in Paragraph 6, Enogex and MEP agree that in the event MEP notifies Enogex as set forth in this Paragraph 7, MEP may increase the Lease Quantity (currently 275,334 Dth per day as set forth above) by up to an additional 20,000 Dth per day plus MEP Fuel from the East Pool Point of Receipt for redelivery at the Bennington Point of Delivery for a term of five or ten years (the "October Increased Lease Quantity"). If MEP desires to add the October Increased Lease Quantity, MEP shall provide Enogex with written Notice of the amount and term of the October Increased Lease Quantity and the Receipt Quantity for the East Pool Point of Receipt that result from the MEP PAs as set forth in Paragraph 5 above, as soon as practicable after MEP receives the shipper's notification but no later than November 6, 2007. For purposes of clarity the October Increased Lease Quantity is available for addition to the Lease with the current applicable Monthly Lease Charges until the end of the business day on November 6, 2007. If so notified, MEP and Enogex will promptly execute an amended Exhibit A to amend the Lease to include the October Increased Lease Quantity as set forth herein.

8 If Enogex desires to utilize all or any portion of the October Increased Lease Quantity at any time prior to its receipt of MEP's written notice pursuant to Paragraph 7 (up until October 31, 2007), Enogex may request in writing that MEP waive its rights under Paragraph 7 with respect to all or any specified portion of the October Increased Lease Quantity ("Call-Back Request"). MEP shall have five calendar days following

receipt of a Call-Back Request to notify Enogex in writing whether it exercises its rights under Paragraph 7 with respect to the quantity specified in the Call-Back Request or waives such rights. Failure of MEP to either timely exercise or waive such rights shall be deemed a waiver thereof.

9. Except as amended hereby, all other terms and conditions of the Lease shall remain in full force and effect for the term thereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized officers, to be effective as of the day and year first above written.

ENOGEX INC.

By: E Keith Mitchell

Name: E. Keith Mitchell

Title: Sr. Vice President

Date: 10/3/07

MIDCONTINENT EXPRESS PIPELINE LLC

By:

Name: Kimberly S. Watson

Title: Vice President

Date: October 4, 2007

EXHIBIT 1
To the Capacity Lease Agreement
between
Midcontinent Express Pipeline LLC
and
Enogex Inc.

Effective January 31, 2007

Point(s) of Receipt:

Description	Enogex Meter Number	Zone	Designated Receipt Quantity (Dth/d)[1]
West Pool		W	100,000
Waynoka[2]		W	100,000
NGPL Washita[3]		W	50,000
East Pool		E	0

Point of Delivery:

Description	Enogex Meter Number	Delivery Quantity (Dth/d)
Bennington, OK	TBD	250,000

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1 Plus Enogex System Fuel Gas and MEP Fuel.

2 Specified quantity can be received from either Waynoka or West Pool; aggregate of all receipts from Waynoka and West Pool may not exceed the specified quantity.

3 Specified quantity can be received from either NGPL Washita or West Pool; aggregate of all receipts from NGPL Washita and West Pool may not exceed the specified quantity.

EXHIBIT A
To the Capacity Lease Agreement
between
Midcontinent Express Pipeline LLC
and
Enogex Inc.

Effective October 3, 2007

Point of Receipt

Description	Enogex Meter Number	Zone	Receipt Quantity (Dth/d)[4]
West Pool		W	112,000
Waynoka		W	100,000[5]
East Pool		E	63,334

Point of Delivery:

Description	Enogex Meter Number	Delivery Quantity (Dth/d)
Bennington, OK	TBD	275,334

[4] Plus Enogex System Fuel Gas and MEP Fuel.

[5] Specified quantity can be received from either Waynoka or West Pool; aggregate of all receipts from Waynoka and West Pool may not exceed the specified Receipt Quantity of 212,000 Dth/d as set forth herein.

20080423-4007 FERC PDF (Unofficial) 04/23/2008

AMENDMENT NO. 4 TO CAPACITY LEASE AGREEMENT BETWEEN ENOGEX LLC AND MIDCONTINENT EXPRESS PIPELINE LLC

THIS AMENDMENT TO CAPACITY LEASE AGREEMENT ("this Amendment") is made and entered into effective on the 4th day of April, 2008, by and between Enogex LLC, formerly known as Enogex Inc.("Enogex"), a Delaware limited liability company, and Midcontinent Express Pipeline LLC ("MEP"), a Delaware limited liability company. Enogex and MEP are sometimes referred to in this Amendment individually as a "Party" or collectively as the "Parties."

WITNESSETH:

WHEREAS, Enogex and MEP are Parties to that certain Capacity Lease Agreement dated December 11, 2006, that certain Amendment No. 1 to Capacity Lease Agreement dated as of June 8, 2007 ("Amendment No. 1"), that certain Amendment No. 2 to Capacity Lease Agreement dated as of June 29, 2007 ("Amendment No. 2") and that certain Amendment No. 3 to Capacity Lease Agreement dated as of October 3, 2007 ("Amendment No. 3"); and

WHEREAS, individually Amendment No. 1 has been restated in Amendment No. 2 and in Amendment No. 3 and Amendment No. 2 has been superseded by Amendment No. 3; and

WHEREAS, the Capacity Lease Agreement, as previously amended shall be referred to in this Amendment No. 4 as the "Lease"; and

WHEREAS, Enogex and MEP now desire to make changes to the Lease, by superseding and replacing Amendment No. 3; and

WHEREAS, MEP is finalizing precedent agreements with shippers on its system whereby the shippers may commit to certain quantities of natural gas transportation which would require service on the Lease; and

WHEREAS, the accommodation of the above-referenced shipper(s) will require a change in Exhibit "A" to the Lease as described herein; and

WHEREAS, Enogex and MEP now desire to amend the Lease accordingly.

20080423-4007 FERC PDF (Unofficial) 04/23/2008

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained in this Amendment, the receipt and sufficiency of which are hereby acknowledged, the Parties do covenant and agree as follows:

1. All capitalized terms used in this Amendment, unless clearly indicated otherwise, shall have the meanings ascribed to them in the Lease.

2. Amendment No. 3 is replaced by this Amendment No. 4.

3. Enogex and MEP agree that the attached "Exhibit 1" describes the designation of the capacity at the Point(s) of Receipt as of January 31, 2007 pursuant to Section 1.1 of the Lease. See Attached "Exhibit 1"

4 Enogex and MEP agree to amend Section 1.3 of the Lease so as to eliminate all references, rights and obligations relating to the previously contemplated booster facilities at or near the NGPL Washita Receipt Point, described in the Lease as Booster.

5. Enogex and MEP further agree to amend and substitute "Exhibit A" to the Lease to add additional quantity and options for the applicable Point(s) of Receipt. The substituted "Exhibit A" which is effective as of April 4, 2008 is attached and made a part hereof.

6. Except as amended hereby, all other terms and conditions of the Lease shall remain in full force and effect for the term thereof.

20080423-4007 FERC PDF (Unofficial) 04/23/2008

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized officers, to be effective as of the day and year first above written.

ENOGEX LLC

By: _____

Name: _____

Title: _____

Date: _____

MIDCONTINENT EXPRESS PIPELINE LLC

By: _____

Name: Kimberly S. Watson

Title: Vice President

Date: April 4, 2008

20080423-4007 FERC PDF (Unofficial) 04/23/2008

EXHIBIT 1
To the Capacity Lease Agreement
between
Midcontinent Express Pipeline LLC
and
Enogex LLC

Effective January 31, 2007

Point(s) of Receipt:

The Point(s) of Receipt applicable to this Lease shall be as set forth below:

Description	Enogex Meter Number	Zone	Designated Receipt Quantity (Dth/d)
West Pool		W	100,000[1]
Waynoka[2]		W	100,000[1]
NGPL Washita[3]		W	50,000[1]
East Pool		E	0[1]

Point of Delivery:

The Point of Delivery applicable to this Lease shall be as set forth below:

Description	Enogex Meter Number	Delivery Quantity (Dth/d)
Bennington, OK	TBD	250,000

1 Plus Enogex System Fuel and MEP Fuel

2 Specified quantity can be received from either Waynoka or West Pool; aggregate of all receipts from Waynoka and West Pool may not exceed the specified quantity.

3 Specified quantity can be received from either NGPL Washita or West Pool; aggregate of all receipts from NGPL Washita and West Pool may not exceed the specified quantity.

20080423-4007 FERC PDF (Unofficial) 04/23/2008

EXHIBIT A
To the Capacity Lease Agreement
between
Midcontinent Express Pipeline LLC
and
Enogex LLC

Effective April 4, 2008

Point of Receipt

Description	Enogex Meter Number	Zone	Receipt Quantity (Dth/d)
West Pool		W	165,000[4] [5]
Waynoka		W	100,000[4] [6]
East Pool		E	7,000[4]

Point of Delivery:

Description	Enogex Meter Number	Delivery Quantity (Dth/d)
Bennington, OK	TBD	272,000

4 Plus Enogex Fuel Gas and MEP Fuel

5 This specified Receipt Quantity can be received from either West Pool or East Pool; provided; however that this specified Receipt Quantity will be charged at the Lease Rate applicable to the "Other West" Receipt Point/Zone as shown on Exhibit "B" and the aggregate of all receipts for this specified Receipt Quantity from West Pool and East Pool may not exceed this specified Receipt Quantity of 165,000 Dth/d as set forth herein.

6 This specified Receipt Quantity can be received from either Waynoka or West Pool; provided; however that this specified Receipt Quantity will be charged at the Lease Rate applicable to the "Waynoka" Receipt Point/Zone as shown on Exhibit "B" and the aggregate of all receipts for this specified Receipt Quantity from Waynoka and West Pool may not exceed the specified Receipt Quantity of 100,000Dth/d as set forth herein.

AMENDMENT NO. 5 TO CAPACITY LEASE AGREEMENT
BETWEEN
ENOGEX LLC
AND
MIDCONTINENT EXPRESS PIPELINE LLC

THIS AMENDMENT TO CAPACITY LEASE AGREEMENT ("this Amendment") is made and entered into effective on the 1st day of June, 2009, by and between Enogex LLC, formerly known as Enogex Inc. ("Enogex"), a Delaware limited liability company, and Midcontinent Express Pipeline LLC ("MEP"), a Delaware limited liability company. Enogex and MEP are sometimes referred to in this Amendment individually as a "Party" or collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, Enogex and MEP are Parties to that certain Capacity Lease Agreement dated December 11, 2006, that certain Amendment No. 1 to Capacity Lease Agreement dated as of June 8, 2007 ("Amendment No. 1"), that certain Amendment No. 2 to Capacity Lease Agreement dated as of June 29, 2007 ("Amendment No. 2"), that certain Amendment No. 3 to Capacity Lease Agreement dated as of October 3, 2007 ("Amendment No. 3") and that certain Amendment No. 4 to Capacity Lease Agreement dated as of April 4, 2008 ("Amendment No.4"); and

WHEREAS, the Capacity Lease Agreement, as previously amended shall be referred to in this Amendment No. 5 as the "Lease"; and

WHEREAS, Enogex and MEP now desire to make changes to the Lease; and

WHEREAS, MEP has finalized firm transportation service agreements with shippers on its system whereby the shippers have committed to certain quantities of natural gas transportation which require service on the Lease; and

WHEREAS, the accommodation of the above-referenced shipper(s) requires a change in Exhibit "B" to the Lease as described herein; and

WHEREAS, Enogex and MEP now desire to amend the Lease accordingly.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained in this Amendment, the receipt and sufficiency of which are hereby acknowledged, the Parties do covenant and agree as follows:

1. All capitalized terms used in this Amendment, unless clearly indicated otherwise, shall have the meanings ascribed to them in the Lease.

2. Enogex and MEP hereby agree to amend and revise the Lease Quantity and MEP Fuel Quantity to accurately reflect: 1) the MEP Zone 1 interim transportation in-service period of June 1, 2009 through July 31, 2009; 2) the primary receipt to primary delivery point selections made by MEP Shippers on a monthly basis for the period of August 1, 2009 through September 30, 2009; and, 3) the period beginning October 1, 2009 through November 30, 2009 and, 4) the period beginning December 1, 2009 until the time the next change is made due to the fuel tracker adjustment. The substituted Exhibit "B" which is effective as of June 1, 2009 is attached and made a part hereof.

3. Except as amended hereby, all other terms and conditions of the Lease shall remain in full force and effect for the term thereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized officers, to be effective as of the day and year first above written.

ENOGEX LLC

By: E Keith Mitchell

Name: E. Keith Mitchell DS DPS MW RR

Title: Sr. Vice President & COO

Date: _____

MIDCONTINENT EXPRESS PIPELINE LLC

By: David J. Devine

Name: DAVID J. DEVINE
PRESIDENT

Title: _____

Date: 3-22-10

AMENDED EXHIBIT "B"
To the Capacity Lease Agreement
between
Midcontinent Express Pipeline LLC
and
Enogex LLC

Effective June 1, 2009

Lease Charges

Receipt Point/Zone	Lease Rate ($per Dth demand) June 1, 2009 through May 31, 2029	Lease Rate ($per Dth demand) June 1, 2029 through May 31, 2034*	June 1, 2009 to July 31, 2009 Lease Quantity (Dth)**	Lease Quantity Effective August 1, 2009 to August 31, 2009 (Dth)**	Lease Quantity Effective Sept. 1, 2009 to Sept. 30, 2009 (Dth)**	Lease Quantity Effective Oct. 1, 2009 to Nov. 30, 2009 (Dth/d) **	Lease Quantity Effective Dec. 1, 2009 until a new fuel quantity is established per MEP's fuel tracker
Waynoka	$0.17	$0.21	100,695	100,696	100,821	100,837	100,769
Other West	$0.15	$0.19	166,146	166,258	166,318	166,346	166,234
East Zone	$0.09	$0.12	7,049	7,049	7,049	7,049	7,044
		Total	273,890	274,003	274,188	274,232	274,047

Enogex System Fuel shall be collected in addition to the applicable Lease Rate.

* **Unless otherwise agreed by the Parties**

** **Initial MEP Fuel quantity is estimated to be 0.69% for Zone 1 and 0.83% for Zone 2. This percentage may change from time to time in accordance with a consecutive 6 month fuel tracker. MEP will have the right to file fuel percentage changes with the FERC, as to which MEP will give Enogex thirty (30) days' prior notice. This Exhibit will be updated from time to time to reflect the then-applicable MEP Fuel quantity.**

AMENDMENT NO. 14 TO CAPACITY LEASE AGREEMENT BETWEEN ENABLE OKLAHOMA INTRASTATE TRANSMISSION, LLC AND MIDCONTINENT EXPRESS PIPELINE LLC

THIS AMENDMENT TO CAPACITY LEASE AGREEMENT ("Amendment") is made and entered into on the 13th day of June, 2014, by and between Enable Oklahoma Intrastate Transmission, LLC, formerly known as Enogex LLC ("Enable Oklahoma"), a Delaware limited liability company, and Midcontinent Express Pipeline LLC ("MEP"), a Delaware limited liability company. Enable Oklahoma and MEP are sometimes referred to in this Amendment individually as a "Party" or collectively as the "Parties."

W I T N E S S E T H

WHEREAS, Enable Oklahoma and MEP are Parties to that certain Capacity Lease Agreement dated December 11, 2006, as amended;

WHEREAS, the Capacity Lease Agreement, as previously amended shall be referred to in this Amendment No. 14 as the "Lease";

WHEREAS, Enable Oklahoma and MEP now desire to amend the Receipt Points set forth in Exhibit A to the Lease.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained in this Amendment, the receipt and sufficiency of which are hereby acknowledged, the Parties do covenant and agree as follows:

1. All capitalized terms used in this Amendment, unless clearly indicated otherwise, shall have the meanings ascribed to them in the Lease.

2. Enable Oklahoma and MEP agree to amend Exhibit A to the Lease to add a new Point of Receipt at Rose Valley located in Woods County, Oklahoma, effective June 13, 2014. Such Amended Exhibit A attached hereto and made a part hereof, is hereby substituted for the Exhibit A to the Lease that was in effect prior to June 13, 2014.

3. Exhibit B to the Lease is amended to set forth the Lease Charges applicable to the new Point of Receipt at Rose Valley. Such Amended Exhibit B, attached hereto and made a part hereof, is hereby substituted for the new Exhibit B to the Lease that was in effect prior to June 13, 2014.

4. Except as amended hereby, all other terms and conditions of the Lease shall remain in full force and effect for the term thereof.

5. This Amendment is effective June 13, 2014.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their respective duly authorized officers, to be effective as of the day and year specified above.

ENABLE OKLAHOMA INTRASTATE TRANSMISSION, LLC

By: _____ DAS

E. Keith Mitchell
Chief Operating Officer

Date: 6/19/14

MIDCONTINENT EXPRESS PIPELINE LLC

By: _____ KF

David J. Devine
President

Date: 6-19-14

AMENDED EXHIBIT A
To the Capacity Lease Agreement
Between
Midcontinent Express Pipeline LLC
and
Enable Oklahoma Intrastate Transmission, LLC

Effective: June 13, 2014

Point of Receipt

Description	Enable Oklahoma Meter Number	Zone	Receipt Quantity (Dth/d)
West Pool	W-Transfer	W	165,000[4 7]
Waynoka and/or Rose Valley	33430/36638	W	100,000[456]
East Pool	E-Transfer	E	7,000[4]

Point of Delivery:

Description	Enable Oklahoma Meter Number	Delivery Quantity (Dth/d)
Bennington, OK	33758	272,000

4 Plus Enable Oklahoma Fuel Gas and MEP Fuel.

5 This specified Receipt Quantity shall apply to receipts nominated from Waynoka and/or Rose Valley and may not exceed 100,000 Dth/day in the aggregate between the two points.

6 This specified Receipt Quantity can be received from either Waynoka/Rose Valley or West Pool; provided; however, that this specified Receipt Quantity will be charged at the lease Rate applicable to the "Waynoka" Receipt Point/Zone as shown on Exhibit "B", the aggregate of all receipts for this specified Receipt Quantity from Waynoka/Rose Valley and West Pool may not exceed this specified Receipt Quantity of 100,000 Dth/d as set forth herein, and this does not alter Enable Oklahoma's obligation for purposes of Section 5.4 to make available on a firm basis the remainder of the Receipt Quantity at Waynoka/Rose Valley.

7 This specified Receipt Quantity can be received from either West Pool or East Pool; provided; however that this specified Receipt Quantity will be charged at the Lease Rate applicable to the "Other West" Receipt Point/Zone as shown on Exhibit "B"; the aggregate of all receipts for this specified Receipt Quantity from West Pool and East Pool may not exceed this specified Receipt Quantity of 165,000 Dth/d as set forth herein; and this does not alter Enable Oklahoma's obligation to make available on a firm basis the remainder of the Receipt Quantity at West Pool.

AMENDED EXHIBIT "B"
To the Capacity Lease Agreement

Between

Midcontinent Express Pipeline LLC and

Enable Oklahoma Intrastate Transmission, LLC Effective June 13, 2014

Lease Charges

Receipt/Point/Zone	Lease Rate ($Per Dth demand) June 1, 2009 through May 31, 2029	Lease Rate ($Per Dth demand) June 1, 2029 through May 1, 2034*	Lease Quantity Effective June 13, 2014 (Dth)**
Waynoka and/or Rose Valley	0.17	0.21	100,807
Other West	0.15	0.19	166,268
East Zone	0.09	0.12	7,039
		Total	274,114

Enable Oklahoma System Fuel shall be collected in addition to the applicable Lease Rate.

* **Unless otherwise agreed by the Parties**

** **MEP Fuel quantity is 0.548% for Zone 1 and 0.253% for Zone 2. These percentages may change from time to time in accordance with a consecutive 6 month fuel tracker. MEP has the right to file fuel percentage changes with the FERC, as to which MEP will give Enable Oklahoma thirty (30) days' prior notice. This Exhibit will be updated from time to time to reflect the then-applicable MEP Fuel quantity.**

MIDCONTINENT EXPRESS PIPELINE LLC

May 18, 2018

Enable Oklahoma Intrastate Transmission, LLC
Post Office Box 1700
Houston, TX 77210-1700

Attention: Contract Administration
COAD_PipelineContractAdministration@EnableMidstream.com

Re: Notice to Extend Capacity Lease Agreement

Ladies and Gentlemen:

Pursuant to Section 3.1(a) of the Capacity Lease Agreement dated December 11, 2006, as amended, between Enable Oklahoma Intrastate Transmission, LLC ("Enable") and Midcontinent Express Pipeline LLC ("MEP") (the "Lease"), MEP hereby elects to extend the term of the Lease for one year, through May 31, 2020, with the following Lease Quantity, increased periodically for fuel as set forth in Section 1.1(a) of the Lease and as reflected on Exhibit B to the Lease from time to time:

Points of Receipt:	Receipt Quantity (Dth/day)
Waynoka/Rose Valley	100,000
West Pool	165,000

Point of Delivery	Delivery Quantity (Dth/day)
Bennington, OK	265,000

The foregoing also reflects MEP's election, made in accordance with Section 3.2 of the Lease, to decrease the Lease Quantity at the East Pool from 7,000 Dth/day to zero effective June 1, 2019. Nothing herein affects MEP's rights to elect further term extensions and/or Lease Quantity reductions in accordance with Sections 3.1(a) and 3.2 of the Lease. Please call me at 205-325-3509 if you have any questions. We appreciate the service you provide to us under the Lease.

Sincerely,

Janice H. Parker

Janice H. Parker
Vice President

Cc: Enable Oklahoma Intrastate Transmission, LLC
Attn: General Counsel
P. O. Box 1700
Houston, TX 77210-1700

Mr. Celso Alonso
Sr Director, Commercial Transportation & Storage
1111 Louisiana Street
Houston, TX 77002

Ms. Kathy Kennedy
Sr. Manager - Transportation & Storage
1111 Louisiana Street
Houston, TX 77002

Ms. Karen Ferazzi
Midcontinent Express
Assistant General Counsel

Mr. Norman Holmes
Midcontinent Express
President

UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION

Midcontinent Express Pipeline LLC	**)**	**Docket No. CP19-___-000**
Enable Oklahoma Intrastate Transmission, LLC	**)**	

NOTICE OF
JOINT ABBREVIATED APPLICATION OF MIDCONTINENT EXPRESS PIPEINE LLC AND ENABLE OKLAHOMA INTRASTATE TRANSMISSION, LLC FOR PARTIAL LEASE CAPACITY ABANDONMENT AUTHORIZATION

Take notice that on April 18, 2019, Midcontinent Express Pipeline LLC ("MEP") and Enable Oklahoma Intrastate Transmission, LLC, formerly known as Enogex Inc. ("Enable Oklahoma") filed in the above-captioned docket a joint application under Sections 7 (b) and 7(c) of the Natural Gas Act, and pursuant to Part 157 of the Federal Energy Regulatory Commission's ("Commission") regulations, requesting the following: (1) authorization for MEP to abandon 7,000 dekatherms per day ("Dth/day") of currently leased transportation capacity held on Enable Oklahoma's intrastate pipeline system; (2) authorization for Enable Oklahoma to amend its limited jurisdiction certificate of public convenience and necessity under which Enable Oklahoma was authorized to lease capacity to MEP, to reflect the return of the 7,000 Dth/day of capacity being abandoned by MEP; and (3) any necessary Commission approvals to implement the reduction in leased capacity under the lease arrangement between MEP and Enable Oklahoma, as more fully described in the joint application, to be effective June 1, 2019. This filing is accessible on-line at http://www.ferc.gov, using the "eLibrary" link and is available for review in the Commission's Public Reference Room in Washington, D.C.

All questions regarding the Petition should be directed to Brooks Henderson, Director, Rates & Regulatory Affairs, Kinder Morgan, Inc., for the Operator of MEP, 569 Brookwood Village, Suite 749, Birmingham, Alabama 35209, phone (205) 325-3843 or e-mail brooks_henderson@kindermorgan.com.

Any person desiring to intervene or to protest this filing must file in accordance with Rules 211 and 214 of the Commission's Rules of Practice and Procedure (18 CFR 385.211 and 385.214). Protests will be considered by the Commission in determining the appropriate action to be taken, but will not serve to make protestants parties to the proceeding. Any person wishing to become a party must file a notice of intervention or motion to intervene, as appropriate. Such notices, motions, or protests must be filed on or before the comment date. Anyone filing a motion to intervene or protest must serve a copy of that document on the Applicant. On or before the comment date, it is not necessary to serve motions to intervene or protests on persons other than the Applicant.

The Commission encourages electronic submission of protests and interventions in lieu of paper using the "eFiling" link at http://www.ferc.gov. Persons unable to file electronically should

submit an original and 7 copies of the protest or intervention to the Federal Energy Regulatory Commission, 888 First Street, N.E., Washington, D.C. 20426.

This filing is accessible on-line at http://www.ferc.gov, using the "eLibrary" link and is available for review in the Commission's Public Reference Room in Washington, D.C. There is an "eSubscription" link on the web site that enables subscribers to receive email notification when a document is added to a subscribed docket(s). For assistance with any FERC Online service, please email FERCOnlineSupport@ferc.gov, or call (866) 208-3676 (toll free), or TTY, (202) 502-8659.

Comment Date: 5:00 pm Eastern Time on (insert date).

Kimberly D. Bose
Secretary