

FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, DC 20426

OFFICE OF ENERGY MARKET REGULATION

In Reply Refer To:
Letter Order Pursuant to § 375.307
Guardian Pipeline, L.L.C
Docket No. RP20-37-000

October 24, 2019

Guardian Pipeline, L.L.C.
c/o ONEOK, Inc.
100 West 5th Street
Tulsa, OK 74103

Attention: David E. Keglovits, Vice President and Associate General Counsel

Reference: Non-Conforming Agreements

Dear Mr. Keglovits:

On October 1, 2019, Guardian Pipeline, L.L.C. (Guardian) filed revised tariff records¹ reflecting the amendment and extension of three non-conforming agreements with Wisconsin Electric Power Company and Wisconsin Gas LLC. The tariff records listed in the Appendix are accepted effective November 1, 2019, as proposed.

Public notice of the filing was issued on October 4, 2019. Interventions and protests were due as provided in section 154.210 of the Commission's regulations (18 C.F.R § 154.210 (2019)). Pursuant to Rule 214 (18 C.F.R. § 385.214 (2019)), all timely filed motions to intervene and any unopposed motions to intervene filed out-of-time before the issuance date of this order are granted. Granting late intervention at this stage of the proceeding will not disrupt the proceeding or place additional burdens on existing parties. No protests or adverse comments were filed.

This acceptance for filing shall not be construed as a waiver of the requirements of section 7 of the Natural Gas Act, as amended; nor shall it be construed as constituting approval of the referenced filing or of any rate, charge, classification, or any rule,

¹ See Appendix.

regulation, or practice affecting such rate or service contained in your tariff; nor shall such acceptance be deemed as recognition of any claimed contractual right or obligation associated therewith; and such acceptance is without prejudice to any findings or orders which have been or may hereafter be made by the Commission in any proceeding now pending or hereafter instituted by or against your company.

This order constitutes final agency action. Requests for rehearing by the Commission may be filed within 30 days of the date of issuance of this order, pursuant to 18 C.F.R. § 385.713 (2019).

Issued by: Marsha K. Palazzi, Director, Division of Pipeline Regulation

Appendix

Guardian Pipeline, L.L.C.
FERC NGA Gas Tariff
Guardian Agreements

Tariff Records Accepted Effective November 1, 2019:

[Part 2.0, Summary of Agreements, 65.0.0](#)

[Part 3.1, Reserved for Future Use, 5.0.0](#)

[Part 3.2, Wisconsin Electric Power Company RT0183 Amendment 7, 2.0.0](#)

[Part 4.1, Reserved for Future Use, 5.0.0](#)

[Part 4.2, Wisconsin Electric Power Company RW0068 Amendment 9, 3.0.0](#)

[Part 10.1, Reserved for Future Use, 9.0.0](#)

[Part 10.2, Wisconsin Gas LLC FT0001 Amendment 15, 1.0.0](#)

Document Content(s)

RP20-37-000.DOCX.....1-3



October 1, 2019

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

Re: Guardian Pipeline, L.L.C.
Tariff Volume No. 1A
Update to Non-Conforming Agreements RT0183, RW0068, and FT0001
Docket No. RP20-37-000

Dear Ms. Bose:

Pursuant to section 4 of the Natural Gas Act and Part 154 of the Federal Energy Regulatory Commission's (Commission) regulations, Guardian Pipeline, L.L.C. (Guardian) respectfully submits for filing and acceptance the tariff records listed below as part of its FERC Gas Tariff, Volume No. 1A (Tariff). The proposed tariff revisions are submitted to become effective November 1, 2019.

Part 2.0, Summary of Agreements, v. 65.0.0
Part 3.1, Reserved for Future Use, v. 5.0.0
Part 3.2, Wisconsin Electric Power Company RT0183 Amendment 7, v. 2.0.0
Part 4.1, Reserved for Future Use, v. 5.0.0
Part 4.2, Wisconsin Electric Power Company RW0068 Amendment 9, v. 3.0.0
Part 10.1, Reserved for Future Use, v. 9.0.0
Part 10.2, Wisconsin Gas LLC FT0001 Amendment 15, v. 1.0.0

Statement of Nature, Reasons and Basis for the Proposed Changes

In this filing, Guardian submits for filing and acceptance three amended non-conforming agreements under Rate Schedule FT-1, Agreement No. RT0183 (Agreement RT0183), Rate Schedule EAW, Agreement No. RW0068 (Agreement RW0068), and Rate Schedule FT-1, Agreement No. FT0001 (Agreement FT0001) for inclusion in its Tariff pursuant to section 154.1(d) of the Commission's regulations.¹

Guardian, Wisconsin Electric Power Company (Wisconsin Electric), and Wisconsin Gas LLC (Wisconsin Gas) have executed new Form of Service Agreements to amend and extend the agreements noted above. With execution of the new Service Agreements, one non-conforming element previously in the Service Agreement for each agreement noted above has been moved to a footnote on the respective Exhibit A. The designation of these agreements on Part 2.0, Summary of Agreements is also being modified. Below is a summary of each amendment.

¹ 18 C.F.R. § 154.1(d) (2019).

1. Summary of Amendment 7 in Agreement RT0183 with Wisconsin Electric Power Company

Amendment 7 to Agreement RT0183's replaces and supersedes Amendment 6 that is currently included in Part 3.2. As a result of a permanent capacity release of partial capacity from Wisconsin Gas FT-1 Service Agreement No. FT0001, Wisconsin Electric and Guardian have entered into the Amendment 7 to Agreement RT0183. Amendment 7 includes both Maximum Tariff Rate and Discounted Rate Maximum Daily Quantities in place of the Amendment 6 negotiated rate provisions. Amendment 7 extends Maximum Daily Quantities that would have otherwise stair-stepped down over the remaining term of Agreement RT0183. Below is a table presenting the Maximum Daily Quantities that have been extended at Maximum Tariff Rate:

RT0183 Amendment 7 Exhibit A		
<u>Period</u>	<u>Maximum Daily Quantities</u>	<u>Monthly Reservation Rate</u>
11/01/2019-10/31/2020	79,200	Maximum Tariff Rate
11/01/2020-10/31/2021	118,800	Maximum Tariff Rate
11/01/2021-10/31/2022	39,600	Maximum Tariff Rate

Exhibit A to Agreement RT0183 also includes the insertion of footnote 2, which is redlined for Commission review in Appendix C of this filing. Footnote 2 provides explanation of the Maximum Daily Quantities at Maximum Tariff Rate that qualify for Right of First Refusal (ROFR) and Wisconsin Energy's ability to request changes to delivery point allocation of capacity during the term of the agreement. The original non-conforming Service Agreement FT0001 and RT0183 included the same ability to request changes to delivery point allocation of capacity, which language the Commission approved in an unpublished Letter Order issued December 30, 2008 in Docket No. RP09-82-000. The parties have executed a new Service Agreement which conforms to the Guardian Pro Forma Service Agreement. Although the new Service Agreement is conforming, the parties have moved the previously approved non-conforming language to Exhibit A. This language is only slightly modified from the original language. Specifically, the parties have continued to agree to a sixty (60) day notice period for delivery point allocation of capacity for each 12-month period, beginning November 1, 2019. The slight modification clarifies completion of the modification is subject to availability.

2. Summary of Amendment 9 of Agreement RW0068 with Wisconsin Electric Power Company

Amendment 9 to Agreement RW0068 replaces and supersedes Amendment 7 that is currently included in Part 4.2. As a result of a permanent capacity release of partial capacity from Wisconsin Gas EAW Service Agreement No. FW0001, Wisconsin Electric and Guardian have entered into the Amendment 9 to Agreement RW0068. Amendment 9 of RW0068

includes both Maximum Tariff Rate and Discounted Rate Maximum Daily Quantities in place of the previously negotiated rate provisions. Additionally, Amendment 9 extends Maximum Daily Quantities that would have otherwise stair-stepped down over the remaining term of Agreement RW0068. Below is a table presenting the Maximum Daily Quantities that have been extended at the Maximum Tariff Rate:

RW0068 Amendment 9 Exhibit A		
<u>Period</u>	<u>Maximum Daily Quantities</u>	<u>Monthly Reservation Rate</u>
11/01/2019-10/31/2020	79,200	Maximum Tariff Rate
11/01/2020-10/31/2021	118,800	Maximum Tariff Rate
11/01/2021-10/31/2022	39,600	Maximum Tariff Rate

A previous interim amendment, Amendment 8, was executed to simply realign point allocations of the contracted point capacity. Amendment 8 was an administrative amendment that did not change the non-conforming or negotiated rate provisions of Amendment 7 and therefore was not filed with the Commission.

The attached Amendment 9, Exhibit A to Agreement RW0068 also includes the insertion of footnote 1, which is redlined for Commission review in Appendix C in this filing. Footnote 1 has been added to provide full explanation of the Maximum Daily Quantities at Maximum Tariff Rate that qualify for ROFR and Wisconsin Energy's rights to request changes to delivery point allocation of capacity during the term of the agreement. The original non-conforming Service Agreement FW0001 and RW0068 included the same ability to request changes to delivery point allocation of capacity, which language the Commission approved in an unpublished Letter Order issued December 30, 2008 in Docket No. RP09-82-000. The parties have executed a new Service Agreement which conforms to the Guardian Pro Forma Service Agreement. Although the new Service Agreement is conforming, the parties have moved the previously approved non-conforming language to Exhibit A. This language is only slightly modified from the original language. Specifically, the parties have continued to agree to a sixty (60) day notice period for delivery point allocation of capacity for each 12-month period, beginning November 1, 2019. The slight modification clarifies completion of the modification is subject to availability.

3. Summary of Amendment 15 of Agreement FT0001 with Wisconsin Gas LLC

Amendment 15 to Agreement FT0001 replaces and supersedes Amendment 14 that is currently included in Part 10.2. Amendment 15 of FT0001 includes both Maximum Tariff Rate and Discounted Rate Maximum Daily Quantities in place of the previously negotiated rate provisions. Additionally, Amendment 15 extends Maximum Daily Quantities that would have otherwise stair-stepped down over the remaining term of Agreement FT0001. Below is a table presenting the Maximum Daily Quantities that have been extended at Maximum Tariff Rate

FT0001 Amendment 15 Exhibit A		
<u>Period</u>	<u>Maximum Daily Quantities</u>	<u>Monthly Reservation Rate</u>
11/01/2019-10/31/2020	180,800	Maximum Tariff Rate
11/01/2020-10/31/2021	271,200	Maximum Tariff Rate
11/01/2021-10/31/2022	90,400	Maximum Tariff Rate

Exhibit A of Agreement FT0001 also includes the insertion of footnote 2, which is redlined for Commission review in Appendix C of this filing. Footnote 2 has been added to provide full explanation of the Maximum Daily Quantities at Maximum Tariff Rate that qualify for ROFR and Wisconsin Gas's rights to request changes to delivery point allocation of capacity during the term of the agreement. The original non-conforming Service Agreement FT0001, as also noted above, included the same ability to request changes to delivery point allocation of capacity, which language the Commission approved in an unpublished Letter Order issued December 30, 2008 in Docket No. RP09-82-000. The parties have executed a new Service Agreement which conforms to the Guardian Pro Forma Service Agreement. Although the new Service Agreement is conforming, the parties have moved the previously approved non-conforming language to Exhibit A. Specifically, the parties have continued to agree to a sixty (60) day notice period for delivery point allocation of capacity for each 12-month period, beginning November 1, 2019. The slight modification clarifies completion of the modification is subject to availability.

Each of the amendments summarized above are completed in accordance with Part 8 – GT&C, Section 41, Termination and Mutual Extension of Existing Service Agreements of Guardian's FERC Gas Tariff, Volume No. 1. Pursuant to Section 41, Guardian and its shippers may mutually agree to extend agreements under the same or renegotiated terms and may do so at discounted or negotiated rates as long as they do not conflict with ROFR pursuant to Guardian's FERC Gas Tariff, Volume No. 1, Section 23, Right of Refusal and Pregranted Abandonment. In accordance with these provisions, Guardian respectfully submits the agreements summarized above and attached herein for Commission review and approval.

Materials Enclosed

In accordance with section 154.7 of the Commission's regulations, the following items are included in this filing:

1. an eTariff XML filing package containing the proposal in electronic format;
2. a transmittal letter in PDF format, which incorporates the Statement of Nature, Reasons and Basis for the filing required by section 154.7(a)(6) of the Commission's regulations;
3. Appendix A – a clean version of the tariff records in PDF format for publishing in eLibrary; and

4. Appendix B – a marked version of the tariff records in PDF format for publishing in eLibrary.
5. Appendix C – a redlined version of the non-conforming Exhibit A provisions, which is provided for informational purposes only.

Proposed Effective Date

Pursuant to section 154.7(a)(3) of the Commission's regulations, Guardian respectfully requests that the tariff records submitted herewith be approved by the Commission effective November 1, 2019. In accordance with section 154.7(a)(9) of the Commission's regulations, Guardian hereby files a motion to place the proposed tariff records into effect at the end of any suspension period if one is so ordered by the Commission in this proceeding.

Waivers

Guardian has not identified any waivers of the Commission's regulations needed to permit its filing to become effective as proposed. However, Guardian respectfully requests that, should the Commission determine that any such waivers are required, the Commission grant such waivers as are necessary in order that the revised tariff records may be made effective as proposed.

Service and Correspondence

In accordance with section 154.208 of the Commission's regulations, the undersigned certifies that a copy of this filing has been served electronically on Guardian's customers and affected state regulatory commissions. A paper copy of this filing may only be served if a customer has been granted waiver of electronic service pursuant to Part 390 of the Commission's regulations. In addition, a copy of this filing is available for public inspection during regular business hours at Guardian's office at 100 West Fifth Street, Tulsa, Oklahoma 74103.

Pursuant to section 385.2005 and section 385.2011(c)(5) of the Commission's regulations, the undersigned has read this filing and knows its contents, and the contents are true as stated, to the best knowledge and belief of the undersigned.

It is requested that a copy of all communications, correspondence, and pleadings with respect to this filing be sent to:

Denise Adams Director, Regulatory Affairs ONEOK, Inc. 100 West 5th Street Tulsa, Oklahoma 74103 (918) 732-1408 Email: denise.adams@oneok.com	Lisa Nishimuta Legal Counsel, Regulatory ONEOK, Inc. 100 West 5th Street Tulsa, Oklahoma 74103 (918) 588-7730 Email: lisa.nishimuta@oneok.com
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Ms. Kimberly D. Bose
October 1, 2019
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Any questions regarding this filing may be directed to Denise Adams at (918) 732-1408.

Respectfully submitted,

/s/ David E. Keglovits

David E. Keglovits
Vice President and Associate General Counsel
ONEOK, Inc.
100 West 5th Street
Tulsa, Oklahoma 74103

Attachments

Appendix A

Clean Tariff Records

Guardian Pipeline, L.L.C.
Summary of Non-Conforming and Negotiated Rate Agreements

Customer	Contract No.	Tariff Record Number	Non-Conforming and/or Negotiated Rate
Reserved for Future Use			
Wisconsin Electric Power Company	RT0183 Amendment 7	3.2	Non-Conforming
Reserved for Future Use			
Wisconsin Electric Power Company	RW0068 Amendment 9	4.2	Non-Conforming
Wisconsin Gas LLC	RT2006	5.1	Non-Conforming and Negotiated Rate
Reserved for Future Use		5.2	
Wisconsin Electric Power Company	GP1607 Amendment 4	6.1	Negotiated Rate
Reserved for Future Use		6.2	
Wisconsin Electric Power Company	GP1608 Amendment 4	7.1	Negotiated Rate
Wisconsin Gas LLC	RW0074	8.1	Non-Conforming and Negotiated Rate
Wisconsin Gas LLC	RW0074 Amendment 3	8.2	Non-Conforming and Negotiated Rate
Wisconsin Public Service Corporation	FT2032 Amendment 1	9.1	Non-Conforming and Negotiated Rate
Reserved for Future Use			
Wisconsin Gas LLC	FT0001 Amendment 15	10.2	Non-Conforming
Reserved for Future Use		11.1	
Reserved for Future Use		12.1	
Reserved for Future Use		13.1	
Reserved for Future Use		14.1	
Wisconsin Electric Power Company	GP1612 Amendment 2	15.1	Negotiated Rate
Wisconsin Electric Power Company	GP1613 Amendment 2	16.1	Negotiated Rate
Wisconsin Public Service Corporation	GP1614	17.1	Negotiated Rate
Wisconsin Public Service Corporation	GP1615	18.1	Negotiated Rate
Reserved for Future Use		19.1	
Reserved for Future Use		20.1	

Reserved for Future Use		21.1	
Reserved for Future Use		22.1	
Reserved for Future Use		23.1	
Reserved for Future Use		24.1	
Reserved for Future Use		25.1	
Reserved for Future Use		26.1	
Reserved for Future Use		27.1	
Reserved for Future Use		28.1	
Reserved for Future Use		29.1	
Reserved for Future Use		30.1	

eTariff Information

Tariff Submitter: Guardian Pipeline, L.L.C.

FERC Tariff Program Name: FERC NGA Gas Tariff

Tariff Title: Volume No. 1A

Tariff Record Proposed Effective Date: November 1, 2019

Tariff Record Title: Reserved for Future Use

Option Code: A

Other Information: Part 3.1, version 5.0.0 superseding version 4.0.0

eTariff Information

Tariff Submitter: Guardian Pipeline, L.L.C.

FERC Tariff Program Name: FERC NGA Gas Tariff

Tariff Title: Volume No. 1A

Tariff Record Proposed Effective Date: November 1, 2019

Tariff Record Title: Wisconsin Electric Power Company RT0183 Amendment 7

Option Code: A

Other Information: Part 3.2, version 2.0.0 superseding version 1.0.0

**GUARDIAN PIPELINE, L.L.C.
AMENDMENT TO FIRM TRANSPORTATION SERVICE AGREEMENT**

This Amendment # 7 is entered into as of this 3rd day of June, 2019, by and between Guardian Pipeline, L.L.C., hereafter referred to as "Transporter" and Wisconsin Electric Power Company, hereafter referred to as "Shipper."

WHEREAS, as a result of a permanent capacity release of partial capacity from Wisconsin Gas LLC FT-1 Service Agreement No. FT0001, Shipper and Transporter have entered into a Form of Service Agreement under Rate Schedule FT-1 (RT0183) effective November 1, 2011, as amended, (hereafter referred to as "Service Agreement"); and

WHEREAS, Shipper and Transporter agreed that the Service Agreement's Terms and Conditions of the released capacity associated with Service Agreement No. RT0183 shall match the Terms and Conditions of Service Agreement No. FT0001 as amended and restated on July 28, 2009; and

WHEREAS, Shipper and Transporter mutually agree to amend the Service Agreement's Total MDQ and Transportation Rates; and

NOW THEREFORE, in consideration of their respective covenants and agreements hereafter set out, the parties hereto covenant and agree as follows:

Effective November 1, 2019, the existing provisions of the Service Agreement and Exhibits A and B shall be deleted in their entirety and replaced with the provisions set forth in the Form of Service Agreement for Rate Schedule FT-1 and Exhibits A and C dated June 3, 2019, attached hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year first set forth above.

Guardian Pipeline, L.L.C.

By: T.D. Eusest

Name: T.D. Eusest

Title: Vice President / General Gas Pipeline

Date: 7/16/2019

Wisconsin Electric Power Company

By: F.D. Kuester

Name: Frederick D. Kuester

Title: Sr. Executive Vice President

Date: 7/1/2019



FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-1

This Service Agreement (Agreement No. RT0183) is made and entered into this 3rd day of June, 2019, by and between GUARDIAN PIPELINE, L.L.C. (herein called "Transporter") and WISCONSIN ELECTRIC POWER COMPANY (herein called "Shipper").

WITNESSETH:

WHEREAS, Transporter owns and operates a pipeline system; and

WHEREAS, Shipper desires to purchase firm transportation service from Transporter;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained, Transporter and Shipper agree as follows:

ARTICLE I
SCOPE OF AGREEMENT

- 1.1 Subject to the terms, conditions, and limitations hereof, of Transporter's Rate Schedule FT-1 and of the GT&C, transportation service hereunder will be firm and Transporter agrees to receive from Shipper during the term of this Service Agreement for Shipper or Shipper's account quantities of Natural Gas and to deliver to Shipper Thermally Equivalent Quantities of Natural Gas received by Transporter from Shipper or for Shipper's account, up to the MDQ specified on Exhibit "A" hereto, less Transporter's Use Gas quantities, which Exhibit "A" shall be deemed to be a part of this Service Agreement.
- 1.2 Transporter will receive from Shipper or for Shipper's account for transportation hereunder, daily quantities of Natural Gas up to Shipper's MDRO at Point(s) of Receipt specified on Exhibit "A" hereto. Transporter will transport and deliver to Shipper or for Shipper's account such daily quantities tendered up to Shipper's MDDO at Point(s) of Delivery specified on Exhibit "A" hereto, less Transporter's Use Gas quantities.
- 1.3 On any Day, Transporter may receive at Point(s) of Receipt and deliver at Point(s) of Delivery quantities of Natural Gas in excess of Shipper's MDQ, MDRO and MDDO, respectively, at such Point(s) of Receipt and/or Point(s) of Delivery, provided that such quantities shall be Authorized Overrun Service subject to the terms of Transporter's Rate Schedule FT-1 and GT&C.

ARTICLE II
TERM OF AGREEMENT

- 2.1 This Service Agreement shall become effective on the date first written above. Service hereunder shall be for the Primary Term as set forth in Exhibit A. This Service Agreement shall terminate at the end of the Primary Term, unless extended under Section 23 of the GT&C. This Service Agreement may also be terminated in accordance with Transporter's FERC Gas Tariff.

- 2.2 The termination of this Service Agreement triggers pregranted abandonment under Section 7 of the Natural Gas Act as of the effective date of the termination. To the extent that Shipper desires to terminate this Service Agreement prior to its expiration date, and Transporter agrees to such termination, Transporter shall be entitled to collect as part of the exit fee that Shipper shall pay for such early termination all, or such lesser portion as Transporter agrees to, of the Reservation Charge otherwise recoverable by Transporter from Shipper for the balance of the contractual term absent such early termination. To the extent that Transporter and Shipper have negotiated rates that are designed on a basis other than straight-fixed variable ("SFV"), for the purpose of calculating the Reservation Charge otherwise recoverable by Transporter, such rates shall be restated on an SFV basis, such that the Reservation Charge includes all the rate that would have been in effect for the remainder of the term, except that amount equal to the usage charge set forth on the Statement of Rates, assuming a 100% usage factor.
- 2.3 Any provisions of this Service Agreement necessary to correct or cash out imbalances or to pay all applicable rates, charges, and penalties will survive the other parts of this Service Agreement until such time as such balancing or payment has been accomplished.

ARTICLE III
RATES AND CHARGES, RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS

- 3.1 Shipper agrees to and shall pay Transporter all applicable maximum rates and charges provided for in Rate Schedule FT-1 and the GT&C, as effective from time to time, for service under this Service Agreement, unless service is rendered hereunder at discounted or negotiated rates under Section(s) 26.1 or 26.2 of the GT&C, in which event the rates and charges that Shipper shall pay Transporter are those agreed to and set forth on Exhibits "B" or "C" of this Service Agreement.
- 3.2 All of the GT&C and Rate Schedule FT-1 shall be applicable to service hereunder and shall be made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.
- 3.3 Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in: (i) the rates and charges applicable to Transporter's Rate Schedule FT-1; (ii) the terms and conditions of service for Rate Schedule FT-1 pursuant to which service hereunder is rendered; and/or (iii) any provision of the GT&C applicable to service under Rate Schedule FT-1. Transporter agrees that Shipper may protest or contest any such filings or may seek authorization from duly constituted regulatory authorities for such adjustments of Transporter's Tariff as may be necessary to ensure that the provisions in (i), (ii), or (iii) above are consistent with regulatory law and policy.

ARTICLE IV
RESERVATIONS

Transporter shall have the right to take actions as may be required to preserve the integrity of Transporter's Pipeline Facilities, including maintenance of service to other firm Shippers.

ARTICLE V
GOVERNMENTAL AUTHORIZATIONS

It is hereby agreed that transportation service under this Service Agreement shall be implemented pursuant to applicable authorizations or programs of the FERC for which Transporter has filed or in which Transporter has agreed to participate.

ARTICLE VI
NOTICES

Notices shall be provided in accordance with Section 9 of the GT&C.

ARTICLE VII
NONRECOURSE OBLIGATION OF LIMITED LIABILITY COMPANY MEMBERS

Shipper acknowledges and agrees that (a) Transporter is a Delaware limited liability company; (b) Shipper shall have no recourse against any member of Transporter with respect to Transporter's obligations under this Service Agreement and its sole recourse shall be against the assets of Transporter, irrespective of any failure to comply with applicable law or any provision of this Service Agreement; (c) no claim shall be made against any member of Transporter, or the member's or Transporter's officers, employees, or agents, under or in connection with this Service Agreement; (d) no claims shall be made against Transporter, its officers, employees, and agents, under or in connection with this Service Agreement and the performance of its duties (provided that this provision shall not bar claims resulting from the gross negligence or willful misconduct), and Shipper shall provide Transporter with a waiver of subrogation of Shipper's insurance company for all such claims; and (e) this representation is made expressly for the benefit of the members of Transporter.

ARTICLE VIII
INTERPRETATION

THE PARTIES HERETO AGREE THAT THE INTERPRETATION AND PERFORMANCE OF THIS SERVICE AGREEMENT MUST BE IN ACCORDANCE WITH THE LAWS OF THE STATE OF WISCONSIN WITHOUT RECOURSE TO THE LAW GOVERNING CONFLICT OF LAWS WHICH WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER STATE.

ARTICLE IX
FURTHER AGREEMENT

[If none, so state] [Particulars of any agreement pursuant to Section 27 of the GT&C to be included here]

None

ARTICLE X
CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

Service Agreement No. RT0183 dated November 1, 2011, as amended.

ARTICLE XI

No modification of the terms and provisions of this Service Agreement shall be or become effective except by the execution of a written instrument by Transporter and Shipper.

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be executed by their respective duly authorized officers or other authorized persons, the day and year first above written.

GUARDIAN PIPELINE, L.L.C.

By: Dean Lowe

Printed Name: DEAN LOWE

Title: DIRECTOR



WISCONSIN ELECTRIC POWER COMPANY (SHIPPER)

By: Frederick D. Kuester

Printed Name: Frederick D. Kuester

Title: Sr. Executive Vice President

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-1

EXHIBIT "A"
to
SERVICE AGREEMENT UNDER
FIRM RATE SCHEDULE FT-1
BETWEEN
GUARDIAN PIPELINE, L.L.C.
("TRANSPORTER")
AND

WISCONSIN ELECTRIC POWER COMPANY ("SHIPPER")

DATED June 3, 2019

RIGHT OF FIRST REFUSAL 2/: YES ☒ NO ☐

TOTAL MDQ 2/: 188,210

FIRM PRIMARY POINT(S) OF RECEIPT 1/

<u>POINT(S) OF RECEIPT</u>	<u>MDRO</u>
Wisconsin Gas Pool	0
Midwestern	0
Natural Gas Pipeline	0
Northern Border Pipeline	0
ANR/Joliet	0
Peoples	0
Alliance	0
Vector	0
Wisconsin Electric Pool	188,210

TOTAL PRIMARY POINT(S) OF RECEIPT MDQ: 188,210

DESIGNATED LIMITED NOTICE POINT(S) OF RECEIPT 1/

<u>POINT(S) OF RECEIPT</u>	<u>MDRO</u>
Wisconsin Electric Pool	18,821

FIRM PRIMARY POINT(S) OF DELIVERY 1/

<u>POINT(S) OF DELIVERY</u>	<u>MDDO</u>	<u>MINIMUM PRESSURE</u>
Ixonia	0	675 psig
Bluff Creek WG	83,671	675 psig
Rockvale	52,663	675 psig
Walworth	51,876	600 psig

TOTAL PRIMARY POINT(S) OF DELIVERY MDQ: 188,210

The service effective date of this Exhibit "A" is November 1, 2019 through October 31, 2020.

Supersedes Exhibit "A" Dated: November 5, 2018.

Agreement No. RT0183

1/ In the event there are multiple combinations of point(s) of receipt and/or point(s) of delivery, the sections of this Exhibit will be duplicated to present each combination of point(s) of receipt and point(s) of delivery.

2/ The Total MDQs and the Right of First Refusal for the Primary Term are as follows:

Period	Total MDQ (Dth /day)	MDQ (Dth/day) with Right of First Refusal (ROFR)
11/01/2019 – 10/31/2020	188,210	109,010; No ROFR
		79,200; ROFR
11/01/2020 – 10/31/2021	188,210	69,410; No ROFR
		118,800; ROFR
11/01/2021 – 10/31/2022	69,410	39,600; ROFR
		29,810; Contractual ROFR

Subject to availability, delivery point allocations for each 12-month period beginning November 1, 2019 shall be determined by Shipper sixty (60) days prior to the commencement of each such period. Transporter and Shipper will enter into a new Exhibit A to this Service Agreement, reflecting the revised MDQ, sixty (60) days prior to the commencement for each period.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-21

EXHIBIT "C"
TO FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-21

DISCOUNTED RATE AGREEMENT
BETWEEN
GUARDIAN PIPELINE, L.L.C.
("TRANSPORTER")
AND

WISCONSIN ELECTRIC POWER COMPANY ("SHIPPER")

DATED June 3, 2019

Shipper and Transporter agree to a discounted rate in accordance with Subsection 5.1 of Rate Schedule FT-21 and agree that Shipper will be billed and pay the charges specified below for the period commencing November 1, 2019 and continuing until October 31, 2022. Except as specified below, Shipper shall pay all other applicable charges pursuant to the Transporter's FERC Gas Tariff, as revised from time to time. Shipper acknowledges that this election rate constitutes waiver of the applicable recourse rates available to it under Rate Schedule FT-21.

Specification of Discounted Rate:

Transporter and Shipper agree that the Transportation Rate shall be discounted as indicated below:

Discounted Rate:

Rate Type: Quantity

Quantity: See Description of Discount Rate below

Quantity Level:

Time Period: Start Date End Date

Contract: Discounted Monthly Reservation Rate per Dth

Discounted Daily Usage Rate per Dth

Point: Receipt Point

Delivery Point

Point to Point: Receipt Point to Delivery Point

Relationship:

Rate Component:

Index Price Differential:

Narrative Description of Discount Rate:

Period	MDQ (Dth /day)	Monthly Reservation Rate
11/01/2019 – 10/31/2020	109,010	\$ 3.6500 (Discounted Rate)
11/01/2019 – 10/31/2020	79,200	\$ 4.6641 (Maximum Tariff Rate)
11/01/2020 – 10/31/2021	69,410	\$ 3.6500 (Discounted Rate)
11/01/2020 – 10/31/2021	118,800	\$ 4.6641 (Maximum Tariff Rate)
11/01/2021 – 10/31/2022	29,810	\$ 3.6500 (Discounted Rate)
11/01/2021 – 10/31/2022	39,600	\$ 4.6641 (Maximum Tariff Rate)

Tariff Section Issued: August 23, 2018
Tariff Section Effective: September 24, 2018

Changes:
FT-21 → FT-1
Part 9.11 → Part 9.10

Guardian Pipeline, L.L.C.
FERC Gas Tariff
Volume No. 1

Part 9.1 D
Form of Service Agreement for Rate Schedule FT-21
v. 3.0.0 superseding v. 2.0.0
Page 2 of 2

MAD

Supersedes Exhibit "C" Dated: N/A.

Agreement No. RT0183

Tariff Section Issued: August 23, 2018
Tariff Section Effective: September 24, 2018

MAD
10-1-19

SR
10/1/19

eTariff Information

Tariff Submitter: Guardian Pipeline, L.L.C.

FERC Tariff Program Name: FERC NGA Gas Tariff

Tariff Title: Volume No. 1A

Tariff Record Proposed Effective Date: November 1, 2019

Tariff Record Title: Reserved for Future Use

Option Code: A

Other Information: Part 4.1, version 5.0.0 superseding version 4.0.0

eTariff Information

Tariff Submitter: Guardian Pipeline, L.L.C.

FERC Tariff Program Name: FERC NGA Gas Tariff

Tariff Title: Volume No. 1A

Tariff Record Proposed Effective Date: November 1, 2019

Tariff Record Title: Wisconsin Electric Power Company RW0068 Amendment 9

Option Code: A

Other Information: Part 4.2, version 3.0.0 superseding version 2.0.0

**GUARDIAN PIPELINE, L.L.C.
AMENDED FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE EAW**

This Amendment # 9 is entered into as of this 3rd day of June, 2019, by and between Guardian Pipeline, L.L.C., hereafter referred to as "Transporter" and Wisconsin Electric Power Company, hereafter referred to as "Shipper."

WHEREAS, as a result of a permanent capacity release of partial capacity from Wisconsin Gas LLC EAW Service Agreement No. FW0001, Shipper and Transporter have entered into a Guardian Pipeline Form of Service Agreement for Rate Schedule EAW - Firm (RW0068), effective November 1, 2011, as amended (hereafter "Service Agreement"); and

WHEREAS, the Service Agreement for Rate Schedule EAW is linked to Rate Schedule FT-1 Service Agreement No. RT0183, and Shipper and Transporter previously amended the expiration date of Service Agreement No. RT0183 from December 6, 2022 to October 31, 2022; and

WHEREAS, Shipper and Transporter mutually agree to amend the Service Agreement's expiration date of December 6, 2022, and end the Primary Term on October 31, 2022; and

WHEREAS, Shipper and Transporter mutually agree to amend the Service Agreement's Total MDQ; and

NOW THEREFORE, in consideration of their respective covenants and agreements hereafter set out, the parties hereto covenant and agree as follows:

Effective November 1, 2019, the existing provisions of the Service Agreement and Exhibit A shall be deleted in their entirety and replaced with the provisions set forth in the Form of Service Agreement for Rate Schedule EAW and Exhibits A and C dated June 3, 2019, attached hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year first set forth above.

Guardian Pipeline, L.L.C.

By: T. D. Suresh

Name: T. D. Suresh

Title: Vice President Natural Gas Pipeline

Date: 7/18/2019

Wisconsin Electric Power Company

By: Sarah Mead

Name: Sarah Mead

Title: Manager of Gas Supply

Date: 6/28/2019



FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE EAW

This Service Agreement (Agreement No. RW0068) is made and entered into this 3rd day of June, 2019, by and between GUARDIAN PIPELINE, L.L.C. (herein called "Transporter") and WISCONSIN ELECTRIC POWER COMPANY (herein called "Shipper").

W I T N E S S E T H:

WHEREAS, Transporter owns and operates a pipeline system; and

WHEREAS, Shipper desires to purchase enhanced aggregation and wheeling service from Transporter;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained, Transporter and Shipper agree as follows:

ARTICLE I
SCOPE OF AGREEMENT

Transporter agrees to receive and deliver for the account of Shipper, on a firm or interruptible and capacity available basis, quantities of Natural Gas at the specified EAW Point up to the Maximum Daily Quantity as specified on Exhibit "A" hereto which Exhibit "A" shall be deemed to be a part of this Service Agreement.

This agreement shall be: Firm ☒
Interruptible ☐

At no time shall Shipper exceed its Maximum Daily Quantity. If Shipper elects firm service under Rate Schedule EAW, the firm primary Point(s) of Receipt with associated MDRO and the firm primary Point(s) of Delivery with associated MDRO shall be specified on Exhibit "A" hereto.

ARTICLE II
TERM OF AGREEMENT

- 2.1 If Shipper has elected interruptible service, the term of this Service Agreement shall commence on _____ and shall continue in force and effect until _____, and month to month thereafter. This Service Agreement may be terminated by either Transporter or Shipper upon 30 Days' prior written notice to the other specifying a termination date.
- 2.2 If Shipper has elected firm service, this Service Agreement shall become effective on November 1, 2019 and service hereunder will commence on November 1, 2019; thereafter, the term of this Service Agreement will continue in force and effect for a Primary Term through October 31, 2022. This Service Agreement shall terminate at the end of the Primary Term, unless extended under Section 23 of the GT&C.
- 2.3 The termination of this Service Agreement triggers pregranted abandonment under Section 7 of the Natural Gas Act as of the effective date of the termination.
- 2.4 Any provisions of this Service Agreement necessary to correct or cash out imbalances or to pay all applicable rates, charges, and penalties under this Service Agreement shall survive the other parts of this Service Agreement until such time as such balancing or payment has been accomplished.

ARTICLE III
RATES AND CHARGES, RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS

- 3.1 Shipper agrees to and shall pay Transporter all applicable maximum rates and charges provided for in Rate Schedule EAW and the GT&C, as effective from time to time, for service under this Service Agreement, unless service is rendered hereunder at discounted or negotiated rates under Section(s) 26.1 or 26.2 of the GT&C, in which event the rates and charges that Shipper shall pay Transporter are those agreed to and set forth on Exhibits "B" or "C" of this Service Agreement.
- 3.2 Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in: (i) the rates and charges applicable to service pursuant to Transporter's Rate Schedule EAW; (ii) the terms and conditions of service for Transporter's Rate Schedule EAW pursuant to which service hereunder is rendered; and/or (iii) any provision of the GT&C applicable to service under Rate Schedule EAW. Transporter agrees that Shipper may protest or contest the aforementioned filings or may seek authorization from duly constituted regulatory authorities for such adjustments to Transporter's Tariff as may be necessary to ensure that the provisions in (i), (ii), and (iii) above are consistent with the regulatory law and policy.

ARTICLE IV
RESERVATIONS

Transporter shall have the right to take actions as may be required to preserve the integrity of Transporter's Pipeline Facilities, including maintenance of service to firm Shippers.

ARTICLE V
GOVERNMENTAL AUTHORIZATIONS

It is hereby agreed that transportation service under this Service Agreement shall be implemented pursuant to applicable authorizations or programs of the FERC for which Transporter has filed or in which Transporter has agreed to participate.

ARTICLE VI
NOTICES

Notices shall be provided in accordance with Section 9 of the GT&C.

ARTICLE VII
NONRECOURSE OBLIGATION OF LIMITED LIABILITY COMPANY MEMBERS

Shipper acknowledges and agrees that (a) Transporter is a Delaware limited liability company, (b) Shipper shall have no recourse against any member of Transporter with respect to Transporter's obligations under this Service Agreement and its sole recourse shall be against the assets of Transporter, irrespective of any failure to comply with applicable law or any provision of this Service Agreement; (c) no claim shall be made against any member of Transporter or the member's or Transporter's officers, employees, or agents, under or in connection with this Service Agreement; (d) no claims shall be made against Transporter, its officers, employees, and agents, under or in connection with this Service Agreement and the performance of its duties (provided that this shall not bar claims resulting from the gross negligence or willful misconduct), and Shipper shall provide Transporter with a waiver of subrogation of Shipper's insurance company for all such claims; and (e) this representation is made expressly for the benefit of the members of Transporter.

ARTICLE VIII
INTERPRETATION

THE PARTIES HERETO AGREE THAT THE INTERPRETATION AND PERFORMANCE OF THIS SERVICE AGREEMENT MUST BE IN ACCORDANCE WITH THE LAWS OF THE STATE OF WISCONSIN WITHOUT RECOURSE TO THE LAW REGARDING THE CONFLICT OF LAWS WHICH WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER STATE.

ARTICLE IX
CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

ARTICLE X

No modification of the terms and provisions of this Service Agreement shall be or become effective except by the execution of a written instrument by Transporter and Shipper.

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their respective officers or other persons duly authorized to do so, the day and year first above written.

GUARDIAN PIPELINE, L.L.C.

By:

Dean Lowe

Printed Name:

DEAN LOWE

Title:

DIRECTOR



WISCONSIN ELECTRIC POWER COMPANY (SHIPPER)

By:

Sarah Mead

Printed Name:

Sarah Mead

Title:

Manager of Gas Supply
6/28/2013

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE EAW

EXHIBIT "A"

to

SERVICE AGREEMENT UNDER
RATE SCHEDULE EAW
BETWEEN
GUARDIAN PIPELINE, L.L.C.
("TRANSPORTER") AND

WISCONSIN ELECTRIC POWER COMPANY ("SHIPPER")

DATED June 3, 2019

TOTAL BASE MDQ 1/: 188,210
EAW Point: Wisconsin Electric Pool

TOTAL MDQ + FUEL:* 188,210

FIRM PRIMARY POINT(S) OF RECEIPT

<u>POINT(S) OF RECEIPT</u>	<u>BASE MDRO</u>	<u>MDRO + FUEL*</u>
Joliet MGT	0 Dth/day	0 Dth/day
Joliet NGPL	0 Dth/day	0 Dth/day
Joliet NBPL	0 Dth/day	0 Dth/day
Joliet ANR	0 Dth/day	0 Dth/day
Joliet Peoples	0 Dth/day	0 Dth/day
Joliet Alliance	188,210 Dth/day	188,210 Dth/day
Joliet Vector	0 Dth/day	0 Dth/day
Wisconsin Electric Pool	0 Dth/day	0 Dth/day

TOTAL PRIMARY POINT(S) OF RECEIPT MDQ: 188,210

DESIGNATED LIMITED NOTICE POINT(S) OF RECEIPT

<u>POINT(S) OF RECEIPT</u>	<u>LIMITED NOTICE QUANTITY</u> <u>BASE MDRO</u>	<u>MDRO + FUEL*</u>
Joliet Alliance	18,821	18,821

FIRM PRIMARY POINT(S) OF DELIVERY

<u>POINT(S) OF DELIVERY</u>	<u>BASE MDRO</u>	<u>MDRO + FUEL*</u>
Joliet MGT	0 Dth/day	0 Dth/day
Joliet NGPL	0 Dth/day	0 Dth/day
Joliet NBPL	0 Dth/day	0 Dth/day
Joliet ANR	0 Dth/day	0 Dth/day
Joliet Peoples	0 Dth/day	0 Dth/day
Joliet Alliance	0 Dth/day	0 Dth/day
Joliet Vector	0 Dth/day	0 Dth/day
Wisconsin Electric Pool	188,210 Dth/day	188,210 Dth/day

TOTAL PRIMARY POINT(S) OF DELIVERY MDQ: 188,210

Tariff Section Issued: August 23, 2018
Tariff Section Effective: September 24, 2018

RIGHT OF FIRST REFUSAL 1/ YES ☒ NO ☐

Linked to Rate Schedule FT-1 Service Agreement No. RT0183

* = "+Fuel" applies only if this Agreement is linked to a Rate Schedule FT-1 or FT-2 agreement.

The service effective date of this Exhibit "A" is November 1, 2019 through October 31, 2020.

Supersedes Exhibit "A" Dated: August 21, 2018.

Agreement No. RW0068

1/ The Total MDQs and the Right of First Refusal for the Primary Term are as follows:

Period	Total MDQ (Dth /day)	MDQ (Dth/day) with Right of First Refusal (ROFR)
11/01/2019 – 10/31/2020	188,210	109,010; No ROFR
		79,200; ROFR
11/01/2020 – 10/31/2021	188,210	69,410; No ROFR
		118,800; ROFR
11/01/2021 – 10/31/2022	69,410	39,600; ROFR
		29,810; Contractual ROFR

Subject to availability, delivery point allocations for each 12-month period beginning November 1, 2019 shall be determined by Shipper sixty (60) days prior to the commencement of each such period. Transporter and Shipper will enter into a new Exhibit A to this Service Agreement, reflecting the revised MDQ, sixty (60) days prior to the commencement for each period.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE EAW

EXHIBIT "C"
TO ENHANCED AGGREGATION AND WHEELING AGREEMENT
Rate Schedule EAW

DISCOUNTED RATE AGREEMENT
BETWEEN
GUARDIAN PIPELINE, L.L.C.
("TRANSPORTER")
AND
WISCONSIN ELECTRIC POWER COMPANY ("SHIPPER")

DATED June 3, 2019

Shipper and Transporter agree to a discounted rate in accordance with Subsection 4.1 of Rate Schedule EAW and agree that Shipper will be billed and pay the charges specified below for the period commencing November 1, 2019 and continuing until October 31, 2022. Except as specified below, Shipper shall pay all other applicable charges pursuant to the Transporter's FERC Gas Tariff, as revised from time to time. Shipper acknowledges that this election rate constitutes waiver of the applicable recourse rates available to it under Rate Schedule EAW.

Specification of Discounted Rate:

Transporter and Shipper agree that the Transportation Rate shall be discounted as indicated below:

Discounted Rate:

Rate Type: Contract

Quantity:

Quantity Level:

Time Period: Start Date End Date

Contract: Discounted Monthly Reservation Rate per Dth \$0.00

Discounted Daily Usage Rate per Dth \$0.00

Point: Receipt Point

Delivery Point

Point to Point: Receipt Point to Delivery Point

Relationship:

Rate Component:

Index Price Differential:

Narrative Description of Discount Rate:

Shipper and Transporter agree to a Contract discounted rate of \$0.00 per Dth.

Supersedes Exhibit "C" Dated: N/A.

Agreement No. RW0068

Tariff Section Issued: August 23, 2018
Tariff Section Effective: September 24, 2018

eTariff Information

Tariff Submitter: Guardian Pipeline, L.L.C.

FERC Tariff Program Name: FERC NGA Gas Tariff

Tariff Title: Volume No. 1A

Tariff Record Proposed Effective Date: November 1, 2019

Tariff Record Title: Reserved for Future Use

Option Code: A

Other Information: Part 10.1, version 9.0.0 superseding version 8.0.0

eTariff Information

Tariff Submitter: Guardian Pipeline, L.L.C.

FERC Tariff Program Name: FERC NGA Gas Tariff

Tariff Title: Volume No. 1A

Tariff Record Proposed Effective Date: November 1, 2019

Tariff Record Title: Wisconsin Gas LLC Executed Agreement FT0001 Amendment 15

Option Code: A

Other Information: Part 10.2, version 1.0.0 superseding version 0.0.0

**GUARDIAN PIPELINE, L.L.C.
AMENDMENT TO FIRM TRANSPORTATION SERVICE AGREEMENT**

This Amendment # 15 is entered into as of this 3rd day of June, 2019, by and between Guardian Pipeline, L.L.C., hereafter referred to as "Transporter" and Wisconsin Gas LLC, hereafter referred to as "Shipper."

WHEREAS, Shipper and Transporter have entered into a Form of Service Agreement under Rate Schedule FT-1 (FT0001) effective December 7, 2002, as amended and restated on July 28, 2009, as amended (hereafter referred to as "Service Agreement"); and

WHEREAS, Shipper and Transporter mutually agree to amend the Service Agreement's Total MDQ and Transportation Rates; and

NOW THEREFORE, in consideration of their respective covenants and agreements hereafter set out, the parties hereto covenant and agree as follows:

Effective November 1, 2019, the existing provisions of the Service Agreement and Exhibits A and B shall be deleted in their entirety and replaced with the provisions set forth in the Form of Service Agreement for Rate Schedule FT-1 and Exhibits A and C dated June 3, 2019, attached hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year first set forth above.

Guardian Pipeline, L.L.C.

By: T.D. Eureka

Name: T.D. Eureka

Title: Vice President - Natural Gas Pipeline

Date: 7/16/2019

Wisconsin Gas LLC

By: FDK

Name: Frederick D. Kuester

Title: Sr. Executive Vice President

Date: 7/1/2019



FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-1

This Service Agreement (Agreement No. FT0001) is made and entered into this 3rd day of June, 2019, by and between GUARDIAN PIPELINE, L.L.C. (herein called "Transporter") and WISCONSIN GAS LLC (herein called "Shipper").

WITNESSETH:

WHEREAS, Transporter owns and operates a pipeline system; and

WHEREAS, Shipper desires to purchase firm transportation service from Transporter;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained, Transporter and Shipper agree as follows:

ARTICLE I
SCOPE OF AGREEMENT

- 1.1 Subject to the terms, conditions, and limitations hereof, of Transporter's Rate Schedule FT-1 and of the GT&C, transportation service hereunder will be firm and Transporter agrees to receive from Shipper during the term of this Service Agreement for Shipper or Shipper's account quantities of Natural Gas and to deliver to Shipper Thermally Equivalent Quantities of Natural Gas received by Transporter from Shipper or for Shipper's account, up to the MDQ specified on Exhibit "A" hereto, less Transporter's Use Gas quantities, which Exhibit "A" shall be deemed to be a part of this Service Agreement.
- 1.2 Transporter will receive from Shipper or for Shipper's account for transportation hereunder, daily quantities of Natural Gas up to Shipper's MDRO at Point(s) of Receipt specified on Exhibit "A" hereto. Transporter will transport and deliver to Shipper or for Shipper's account such daily quantities tendered up to Shipper's MDDO at Point(s) of Delivery specified on Exhibit "A" hereto, less Transporter's Use Gas quantities.
- 1.3 On any Day, Transporter may receive at Point(s) of Receipt and deliver at Point(s) of Delivery quantities of Natural Gas in excess of Shipper's MDQ, MDRO and MDDO, respectively, at such Point(s) of Receipt and/or Point(s) of Delivery, provided that such quantities shall be Authorized Overrun Service subject to the terms of Transporter's Rate Schedule FT-1 and GT&C.

ARTICLE II
TERM OF AGREEMENT

- 2.1 This Service Agreement shall become effective on the date first written above. Service hereunder shall be for the Primary Term as set forth in Exhibit A. This Service Agreement shall terminate at the end of the Primary Term, unless extended under Section 23 of the GT&C. This Service Agreement may also be terminated in accordance with Transporter's FERC Gas Tariff.

- 2.2 The termination of this Service Agreement triggers pregranted abandonment under Section 7 of the Natural Gas Act as of the effective date of the termination. To the extent that Shipper desires to terminate this Service Agreement prior to its expiration date, and Transporter agrees to such termination, Transporter shall be entitled to collect as part of the exit fee that Shipper shall pay for such early termination all, or such lesser portion as Transporter agrees to, of the Reservation Charge otherwise recoverable by Transporter from Shipper for the balance of the contractual term absent such early termination. To the extent that Transporter and Shipper have negotiated rates that are designed on a basis other than straight-fixed variable ("SFV"), for the purpose of calculating the Reservation Charge otherwise recoverable by Transporter, such rates shall be restated on an SFV basis, such that the Reservation Charge includes all the rate that would have been in effect for the remainder of the term, except that amount equal to the usage charge set forth on the Statement of Rates, assuming a 100% usage factor.
- 2.3 Any provisions of this Service Agreement necessary to correct or cash out imbalances or to pay all applicable rates, charges, and penalties will survive the other parts of this Service Agreement until such time as such balancing or payment has been accomplished.

ARTICLE III
RATES AND CHARGES, RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS

- 3.1 Shipper agrees to and shall pay Transporter all applicable maximum rates and charges provided for in Rate Schedule FT-1 and the GT&C, as effective from time to time, for service under this Service Agreement, unless service is rendered hereunder at discounted or negotiated rates under Section(s) 26.1 or 26.2 of the GT&C, in which event the rates and charges that Shipper shall pay Transporter are those agreed to and set forth on Exhibits "B" or "C" of this Service Agreement.
- 3.2 All of the GT&C and Rate Schedule FT-1 shall be applicable to service hereunder and shall be made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.
- 3.3 Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in: (i) the rates and charges applicable to Transporter's Rate Schedule FT-1; (ii) the terms and conditions of service for Rate Schedule FT-1 pursuant to which service hereunder is rendered; and/or (iii) any provision of the GT&C applicable to service under Rate Schedule FT-1. Transporter agrees that Shipper may protest or contest any such filings or may seek authorization from duly constituted regulatory authorities for such adjustments of Transporter's Tariff as may be necessary to ensure that the provisions in (i), (ii), or (iii) above are consistent with regulatory law and policy.

ARTICLE IV
RESERVATIONS

Transporter shall have the right to take actions as may be required to preserve the integrity of Transporter's Pipeline Facilities, including maintenance of service to other firm Shippers.

ARTICLE V
GOVERNMENTAL AUTHORIZATIONS

It is hereby agreed that transportation service under this Service Agreement shall be implemented pursuant to applicable authorizations or programs of the FERC for which Transporter has filed or in which Transporter has agreed to participate.

ARTICLE VI
NOTICES

Notices shall be provided in accordance with Section 9 of the GT&C.

ARTICLE VII
NONRECOURSE OBLIGATION OF LIMITED LIABILITY COMPANY MEMBERS

Shipper acknowledges and agrees that (a) Transporter is a Delaware limited liability company; (b) Shipper shall have no recourse against any member of Transporter with respect to Transporter's obligations under this Service Agreement and its sole recourse shall be against the assets of Transporter, irrespective of any failure to comply with applicable law or any provision of this Service Agreement; (c) no claim shall be made against any member of Transporter, or the member's or Transporter's officers, employees, or agents, under or in connection with this Service Agreement; (d) no claims shall be made against Transporter, its officers, employees, and agents, under or in connection with this Service Agreement and the performance of its duties (provided that this provision shall not bar claims resulting from the gross negligence or willful misconduct), and Shipper shall provide Transporter with a waiver of subrogation of Shipper's insurance company for all such claims; and (e) this representation is made expressly for the benefit of the members of Transporter.

ARTICLE VIII
INTERPRETATION

THE PARTIES HERETO AGREE THAT THE INTERPRETATION AND PERFORMANCE OF THIS SERVICE AGREEMENT MUST BE IN ACCORDANCE WITH THE LAWS OF THE STATE OF WISCONSIN WITHOUT RECOURSE TO THE LAW GOVERNING CONFLICT OF LAWS WHICH WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER STATE.

ARTICLE IX
FURTHER AGREEMENT

[If none, so state] [Particulars of any agreement pursuant to Section 27 of the GT&C to be included here]
None

ARTICLE X
CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

Amended and Restated Service Agreement No. FT0001 dated July 28, 2009, as amended.

ARTICLE XI

No modification of the terms and provisions of this Service Agreement shall be or become effective except by the execution of a written instrument by Transporter and Shipper.

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be executed by their respective duly authorized officers or other authorized persons, the day and year first above written.

GUARDIAN PIPELINE, L.L.C.

By: Dean Lowe

Printed Name: DEAN LOWE

Title: DIRECTOR



WISCONSIN GAS LLC (SHIPPER)

By: Frederick D. Kuyster

Printed Name: Frederick D. Kuyster

Title: Senior Executive Vice President

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-1

EXHIBIT "A"
to
SERVICE AGREEMENT UNDER
FIRM RATE SCHEDULE FT-1
BETWEEN
GUARDIAN PIPELINE, L.L.C.
("TRANSPORTER")
AND

WISCONSIN GAS LLC ("SHIPPER")

DATED June 3, 2019

RIGHT OF FIRST REFUSAL 2/: YES ☒ NO ☐

TOTAL MDQ 2/: 452,000

FIRM PRIMARY POINT(S) OF RECEIPT 1/

<u>POINT(S) OF RECEIPT</u>	<u>MDRO</u>
Wisconsin Gas Pool	452,000
Midwestern	0
Natural Gas Pipeline	0
Northern Border Pipeline	0
ANR/Joliet	0
Peoples	0
Alliance	0
Vector	0

TOTAL PRIMARY POINT(S) OF RECEIPT MDQ: 452,000

DESIGNATED LIMITED NOTICE POINT(S) OF RECEIPT 1/

<u>POINT(S) OF RECEIPT</u>	<u>MDRO</u>
Wisconsin Gas Pool	45,200

FIRM PRIMARY POINT(S) OF DELIVERY 1/

<u>POINT(S) OF DELIVERY</u>	<u>MDDO</u>	<u>MINIMUM PRESSURE</u>
Ixonia	375,981	675 psig
Bluff Creek WG	76,019	675 psig
Rockvale	0	675 psig
Walworth	0	600 psig

TOTAL PRIMARY POINT(S) OF DELIVERY MDQ: 452,000

The service effective date of this Exhibit "A" is November 1, 2019 through October 31, 2020.

Supersedes Exhibit "A" Dated: November 5, 2018.

Agreement No. FT0001

1/ In the event there are multiple combinations of point(s) of receipt and/or point(s) of delivery, the sections of this Exhibit will be duplicated to present each combination of point(s) of receipt and point(s) of delivery.

2/ The Total MDQs and the Right of First Refusal for the Primary Term are as follows:

Period	Total MDQ (Dth /day)	MDQ (Dth/day) with Right of First Refusal (ROFR)
11/01/2019 – 10/31/2020	452,000	271,200; No ROFR
		180,800; ROFR
11/01/2020 – 10/31/2021	452,000	180,800; No ROFR
		271,200; ROFR
11/01/2021 – 10/31/2022	180,800	90,400; ROFR
		90,400; Contractual ROFR

Subject to availability, delivery point allocations for each 12-month period beginning November 1, 2019 shall be determined by Shipper sixty (60) days prior to the commencement of each such period. Transporter and Shipper will enter into a new Exhibit A to this Service Agreement, reflecting the revised MDQ, sixty (60) days prior to the commencement for each period.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-1

EXHIBIT "C"
TO FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-1

DISCOUNTED RATE AGREEMENT
BETWEEN
GUARDIAN PIPELINE, L.L.C.
("TRANSPORTER")
AND

WISCONSIN GAS LLC ("SHIPPER")

DATED June 3, 2019

Shipper and Transporter agree to a discounted rate in accordance with Subsection 5.1 of Rate Schedule FT-1 and agree that Shipper will be billed and pay the charges specified below for the period commencing November 1, 2019 and continuing until October 31, 2022. Except as specified below, Shipper shall pay all other applicable charges pursuant to the Transporter's FERC Gas Tariff, as revised from time to time. Shipper acknowledges that this election rate constitutes waiver of the applicable recourse rates available to it under Rate Schedule FT-1.

Specification of Discounted Rate:

Transporter and Shipper agree that the Transportation Rate shall be discounted as indicated below:

Discounted Rate:

Rate Type: Quantity

Quantity: See Description of Discount Rate below

Quantity Level:

Time Period: Start Date End Date

Contract: Discounted Monthly Reservation Rate per Dth

Discounted Daily Usage Rate per Dth

Point: Receipt Point

Delivery Point

Point to Point: Receipt Point to Delivery Point

Relationship:

Rate Component:

Index Price Differential:

Narrative Description of Discount Rate:

Period	MDQ (Dth /day)	Monthly Reservation Rate
11/01/2019 – 10/31/2020	271,200	\$ 3.6500 (Discounted Rate)
11/01/2019 – 10/31/2020	180,800	\$ 4.6641 (Maximum Tariff Rate)
11/01/2020 – 10/31/2021	180,800	\$ 3.6500 (Discounted Rate)
11/01/2020 – 10/31/2021	271,200	\$ 4.6641 (Maximum Tariff Rate)
11/01/2021 – 10/31/2022	90,400	\$ 3.6500 (Discounted Rate)
11/01/2021 – 10/31/2022	90,400	\$ 4.6641 (Maximum Tariff Rate)

Tariff Section Issued: August 23, 2018
Tariff Section Effective: September 24, 2018

Guardian Pipeline, L.L.C.
FERC Gas Tariff
Volume No. 1

Part 9.10
Form of Service Agreement for Rate Schedule FT-1
v. 3.0.0 superseding v. 2.0.0
Page 2 of 4

Supersedes Exhibit "C" Dated: N/A.

Agreement No. FT0001

Tariff Section Issued: August 23, 2018
Tariff Section Effective: September 24, 2018

Appendix B

Marked Tariff Record

Guardian Pipeline, L.L.C.
Summary of Non-Conforming and Negotiated Rate Agreements

Customer	Contract No.	Tariff Record Number	Non-Conforming and/or Negotiated Rate
Reserved for Future Use Wisconsin Electric Power Company	RT0183	3.1	Non-Conforming and Negotiated Rate
Wisconsin Electric Power Company	RT0183 Amendment 6 <u>7</u>	3.2	Non-Conforming and Negotiated Rate
Reserved for Future Use Wisconsin Electric Power Company	RW0068	4.1	Non-Conforming and Negotiated Rate
Wisconsin Electric Power Company	RW0068 Amendment 7 <u>9</u>	4.2	Non-Conforming and Negotiated Rate
Wisconsin Gas LLC	RT2006	5.1	Non-Conforming and Negotiated Rate
Reserved for Future Use		5.2	
Wisconsin Electric Power Company	GP1607 Amendment 4	6.1	Negotiated Rate
Reserved for Future Use		6.2	
Wisconsin Electric Power Company	GP1608 Amendment 4	7.1	Negotiated Rate
Wisconsin Gas LLC	RW0074	8.1	Non-Conforming and Negotiated Rate
Wisconsin Gas LLC	RW0074 Amendment 3	8.2	Non-Conforming and Negotiated Rate
Wisconsin Public Service Corporation	FT2032 Amendment 1	9.1	Non-Conforming and Negotiated Rate
Reserved for Future Use Wisconsin Gas LLC	FT0001	10.1	Non-Conforming and Negotiated Rate
Wisconsin Gas LLC	FT0001 Amendment 14 <u>15</u>	10.2	Non-Conforming and Negotiated Rate
Reserved for Future Use		11.1	
Reserved for Future Use		12.1	
Reserved for Future Use		13.1	
Reserved for Future Use		14.1	
Wisconsin Electric Power Company	GP1612 Amendment 2	15.1	Negotiated Rate
Wisconsin Electric Power Company	GP1613 Amendment 2	16.1	Negotiated Rate
Wisconsin Public Service Corporation	GP1614	17.1	Negotiated Rate

Wisconsin Public Service Corporation	GP1615	18.1	Negotiated Rate
Reserved for Future Use		19.1	
Reserved for Future Use		20.1	
Reserved for Future Use		21.1	
Reserved for Future Use		22.1	
Reserved for Future Use		23.1	
Reserved for Future Use		24.1	
Reserved for Future Use		25.1	
Reserved for Future Use		26.1	
Reserved for Future Use		27.1	
Reserved for Future Use		28.1	
Reserved for Future Use		29.1	
Reserved for Future Use		30.1	

Appendix C
Exhibit A for
Agreements RT0183,
RW0068, and FT0001
(redlined non-conforming provisions)

Appendix C
Exhibit A for
Agreement RT1083
(redlined non-conforming provisions)

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-1

EXHIBIT "A"
to
SERVICE AGREEMENT UNDER
FIRM RATE SCHEDULE FT-1
BETWEEN
GUARDIAN PIPELINE, L.L.C.
("TRANSPORTER")
AND

WISCONSIN ELECTRIC POWER COMPANY ("SHIPPER")

DATED June 3, 2019

RIGHT OF FIRST REFUSAL 2/: YES ☒ NO ☐

TOTAL MDQ 2/: 188,210

FIRM PRIMARY POINT(S) OF RECEIPT 1/

<u>POINT(S) OF RECEIPT</u>	<u>MDRO</u>
Wisconsin Gas Pool	0
Midwestern	0
Natural Gas Pipeline	0
Northern Border Pipeline	0
ANR/Joliet	0
Peoples	0
Alliance	0
Vector	0
Wisconsin Electric Pool	188,210

TOTAL PRIMARY POINT(S) OF RECEIPT MDQ: 188,210

DESIGNATED LIMITED NOTICE POINT(S) OF RECEIPT 1/

<u>POINT(S) OF RECEIPT</u>	<u>MDRO</u>
Wisconsin Electric Pool	18,821

FIRM PRIMARY POINT(S) OF DELIVERY 1/

<u>POINT(S) OF DELIVERY</u>	<u>MDDO</u>	<u>MINIMUM PRESSURE</u>
Ixonia	0	675 psig
Bluff Creek WG	83,671	675 psig
Rockvale	52,663	675 psig
Walworth	51,876	600 psig

TOTAL PRIMARY POINT(S) OF DELIVERY MDQ: 188,210

The service effective date of this Exhibit "A" is November 1, 2019 through October 31, 2020.

Supersedes Exhibit "A" Dated: November 5, 2018.

Agreement No. RT0183

1/ In the event there are multiple combinations of point(s) of receipt and/or point(s) of delivery, the sections of this Exhibit will be duplicated to present each combination of point(s) of receipt and point(s) of delivery.

2/ The Total MDQs and the Right of First Refusal for the Primary Term are as follows:

<u>Period</u>	<u>Total MDQ (Dth /day)</u>	<u>MDQ (Dth/day) with Right of First Refusal (ROFR)</u>
<u>11/01/2019 – 10/31/2020</u>	<u>188,210</u>	<u>109,010; No ROFR</u>
		<u>79,200; ROFR</u>
<u>11/01/2020 – 10/31/2021</u>	<u>188,210</u>	<u>69,410; No ROFR</u>
		<u>118,800; ROFR</u>
<u>11/01/2021 – 10/31/2022</u>	<u>69,410</u>	<u>39,600; ROFR</u>
		<u>29,810; Contractual ROFR</u>

Subject to availability, delivery point allocations for each 12-month period beginning November 1, 2019 shall be determined by Shipper sixty (60) days prior to the commencement of each such period. Transporter and Shipper will enter into a new Exhibit A to this Service Agreement, reflecting the revised MDQ, sixty (60) days prior to the commencement for each period.

Appendix C
Exhibit A for
Agreement RW0068
(redlined non-conforming provisions)

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE EAW

EXHIBIT "A"
to
SERVICE AGREEMENT UNDER
RATE SCHEDULE EAW
BETWEEN
GUARDIAN PIPELINE, L.L.C.
("TRANSPORTER") AND

WISCONSIN ELECTRIC POWER COMPANY ("SHIPPER")

DATED June 3, 2019

TOTAL BASE MDQ 1: 188,210
EAW Point: Wisconsin Electric Pool

TOTAL MDQ + FUEL*: 188,210

FIRM PRIMARY POINT(S) OF RECEIPT

<u>POINT(S) OF RECEIPT</u>	<u>BASE MDRO</u>	<u>MDRO + FUEL*</u>
Joliet MGT	0 Dth/day	0 Dth/day
Joliet NGPL	0 Dth/day	0 Dth/day
Joliet NBPL	0 Dth/day	0 Dth/day
Joliet ANR	0 Dth/day	0 Dth/day
Joliet Peoples	0 Dth/day	0 Dth/day
Joliet Alliance	188,210 Dth/day	188,210 Dth/day
Joliet Vector	0 Dth/day	0 Dth/day
Wisconsin Electric Pool	0 Dth/day	0 Dth/day

TOTAL PRIMARY POINT(S) OF RECEIPT MDQ: 188,210

DESIGNATED LIMITED NOTICE POINT(S) OF RECEIPT

<u>POINT(S) OF RECEIPT</u>	<u>LIMITED NOTICE QUANTITY</u>	<u>MDRO + FUEL*</u>
	<u>BASE MDRO</u>	
Joliet Alliance	18,821	18,821

FIRM PRIMARY POINT(S) OF DELIVERY

<u>POINT(S) OF DELIVERY</u>	<u>BASE MDDO</u>	<u>MDDO + FUEL*</u>
Joliet MGT	0 Dth/day	0 Dth/day
Joliet NGPL	0 Dth/day	0 Dth/day
Joliet NBPL	0 Dth/day	0 Dth/day
Joliet ANR	0 Dth/day	0 Dth/day
Joliet Peoples	0 Dth/day	0 Dth/day
Joliet Alliance	0 Dth/day	0 Dth/day
Joliet Vector	0 Dth/day	0 Dth/day
Wisconsin Electric Pool	188,210 Dth/day	188,210 Dth/day

TOTAL PRIMARY POINT(S) OF DELIVERY MDQ: 188,210

Tariff Section Issued: August 23, 2018
Tariff Section Effective: September 24, 2018

RIGHT OF FIRST REFUSAL 1/: YES ☒ NO ☐

Linked to Rate Schedule FT-1 Service Agreement No. RT0183

* = "+Fuel" applies only if this Agreement is linked to a Rate Schedule FT-1 or FT-2 agreement.

The service effective date of this Exhibit "A" is November 1, 2019 through October 31, 2020.

Supersedes Exhibit "A" Dated: August 21, 2018.

Agreement No. RW0068

1/ The Total MDQs and the Right of First Refusal for the Primary Term are as follows:

<u>Period</u>	<u>Total MDQ (Dth /day)</u>	<u>MDQ (Dth/day) with Right of First Refusal (ROFR)</u>
<u>11/01/2019 – 10/31/2020</u>	<u>188,210</u>	<u>109,010; No ROFR</u>
		<u>79,200; ROFR</u>
<u>11/01/2020 – 10/31/2021</u>	<u>188,210</u>	<u>69,410; No ROFR</u>
		<u>118,800; ROFR</u>
<u>11/01/2021 – 10/31/2022</u>	<u>69,410</u>	<u>39,600; ROFR</u>
		<u>29,810; Contractual ROFR</u>

Subject to availability, delivery point allocations for each 12-month period beginning November 1, 2019 shall be determined by Shipper sixty (60) days prior to the commencement of each such period. Transporter and Shipper will enter into a new Exhibit A to this Service Agreement, reflecting the revised MDQ, sixty (60) days prior to the commencement for each period.

Appendix C
Exhibit A for
Agreement FT0001
(redlined non-conforming provisions)

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-1

EXHIBIT "A"
to
SERVICE AGREEMENT UNDER
FIRM RATE SCHEDULE FT-1
BETWEEN
GUARDIAN PIPELINE, L.L.C.
("TRANSPORTER")
AND

WISCONSIN GAS LLC ("SHIPPER")

DATED June 3, 2019

RIGHT OF FIRST REFUSAL 2/: YES ☒ NO ☐

TOTAL MDQ 2/: 452,000

FIRM PRIMARY POINT(S) OF RECEIPT 1/

<u>POINT(S) OF RECEIPT</u>	<u>MDRO</u>
Wisconsin Gas Pool	452,000
Midwestern	0
Natural Gas Pipeline	0
Northern Border Pipeline	0
ANR/Joliet	0
Peoples	0
Alliance	0
Vector	0

TOTAL PRIMARY POINT(S) OF RECEIPT MDQ: 452,000

DESIGNATED LIMITED NOTICE POINT(S) OF RECEIPT 1/

<u>POINT(S) OF RECEIPT</u>	<u>MDRO</u>
Wisconsin Gas Pool	45,200

FIRM PRIMARY POINT(S) OF DELIVERY 1/

<u>POINT(S) OF DELIVERY</u>	<u>MDDO</u>	<u>MINIMUM PRESSURE</u>
Ixonia	375,981	675 psig
Bluff Creek WG	76,019	675 psig
Rockvale	0	675 psig
Walworth	0	600 psig

TOTAL PRIMARY POINT(S) OF DELIVERY MDQ: 452,000

The service effective date of this Exhibit "A" is November 1, 2019 through October 31, 2020.

Supersedes Exhibit "A" Dated: November 5, 2018.

Agreement No. FT0001

1/ In the event there are multiple combinations of point(s) of receipt and/or point(s) of delivery, the sections of this Exhibit will be duplicated to present each combination of point(s) of receipt and point(s) of delivery.

2/ The Total MDQs and the Right of First Refusal for the Primary Term are as follows:

<u>Period</u>	<u>Total MDQ (Dth /day)</u>	<u>MDQ (Dth/day) with Right of First Refusal (ROFR)</u>
<u>11/01/2019 – 10/31/2020</u>	<u>452,000</u>	<u>271,200; No ROFR</u>
		<u>180,800; ROFR</u>
<u>11/01/2020 – 10/31/2021</u>	<u>452,000</u>	<u>180,800; No ROFR</u>
		<u>271,200; ROFR</u>
<u>11/01/2021 – 10/31/2022</u>	<u>180,800</u>	<u>90,400; ROFR</u>
		<u>90,400; Contractual ROFR</u>

Subject to availability, delivery point allocations for each 12-month period beginning November 1, 2019 shall be determined by Shipper sixty (60) days prior to the commencement of each such period. Transporter and Shipper will enter into a new Exhibit A to this Service Agreement, reflecting the revised MDQ, sixty (60) days prior to the commencement for each period.