

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. RP21-32-000

October 27, 2020

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 Negotiated Rate Agreements

Dear: Mr. Keglovits:

On October 1, 2020, Guardian Pipeline, L.L.C. filed revised tariff records¹ to reflect amendments to various non-conforming negotiated rate agreements with Wisconsin Electric Power Company and Wisconsin Public Service Corporation. The referenced tariff records are accepted effective November 1, 2020, as requested.

Public notice of the filing was issued on October 2, 2020. Interventions and protests were due as provided in section 154.210 of the Commission's regulations (18 C.F.R § 154.210 (2020)). Pursuant to Rule 214 (18 C.F.R. § 385.214), all timely filed motions to intervene and any unopposed motion to intervene out-of-time filed 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, regulation, or practice affecting such rate or service contained in your tariff; nor shall

¹ See Appendix.

Docket No. RP21-32-000

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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.

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, 2020:

[Part 2.0, Summary of Agreements, 68.0.0](#)

[Part 3.2, Wisconsin Electric Power Company RT0183 Amendment 9, 3.0.0](#)

[Part 10.2, Wisconsin Gas LLC FT0001 Amendment 17, 2.0.0](#)

[Part 11.1, Wisconsin Electric Power Company FT2001 Amendment 5, 11.0.0](#)

[Part 12.1, Wisconsin Gas LLC FT2002 Amendment 8, 11.0.0](#)

[Part 13.1, Wisconsin Public Service Corporation FT2003 Amendment 8, 11.0.0](#)

[Part 19.1, Wisconsin Electric Power Company FW2001 Amendment 12, 6.0.0](#)

[Part 20.1, Wisconsin Gas LLC FW0001 Amendment 20, 4.0.0](#)

[Part 21.1, Wisconsin Gas LLC FW2002 Amendment 9, 4.0.0](#)

[Part 22.1, Wisconsin Electric Power Company MA0001 Amendment 2, 4.0.0](#)

[Part 23.1, Wisconsin Gas LLC MA0002 Amendment 2, 4.0.0](#)

Document Content(s)

RP21-32-000.DOCX.....1



October 1, 2020

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
Docket No. RP21-32-000

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 following proposed tariff records are submitted to become effective November 1, 2020.

Part 2.0, Summary of Agreements, v. 68.0.0¹
Part 3.2, Wisconsin Electric Power Company RT0183 Amendment 9, v. 3.0.0
Part 10.2, Wisconsin Gas LLC FT0001 Amendment 17, v. 2.0.0
Part 11.1, Wisconsin Electric Power Company FT2001 Amendment 5, v. 11.0.0
Part 12.1, Wisconsin Gas LLC FT2002 Amendment 8, v. 11.0.0
Part 13.1, Wisconsin Public Service Corporation FT2003 Amendment 8, v. 11.0.0
Part 19.1, Wisconsin Electric Power Company FW2001 Amendment 12, v. 6.0.0
Part 20.1, Wisconsin Gas LLC FW0001 Amendment 20, v. 4.0.0
Part 21.1, Wisconsin Gas LLC FW2002 Amendment 9, v. 4.0.0
Part 22.1, Wisconsin Electric Power Company MA0001 Amendment 2, v. 4.0.0
Part 23.1, Wisconsin Gas LLC MA0002 Amendment 2, 4.0.0

Statement of Nature, Reasons and Basis for the Proposed Changes

Guardian submits for filing and acceptance ten amended, non-conforming agreements as listed in Table 1 below for inclusion in its Tariff pursuant to section 154.1(d) of the Commission's

¹ On October 1, 2020, in Docket No. RP21-14-000, Guardian filed a change to its Summary of Agreements (v. 67.0.0) which modified Part 2.0 of its Tariff. Because the aforementioned filing and the present filing are both proposed to be effective November 1, 2020, the attached tariff section in the present filing reflects the proposed Summary of Agreements (v.68.0.0), which is pending with the Commission for approval.

regulations.² Guardian is simultaneously filing to remove its non-conforming service agreements under Rate Schedules FT-2 (Agreement Nos. FT2001, FT2002, and FT2003), EAW (Agreement Nos. FW2001, FW0001, and FW2002), and MA (Agreement Nos. MA0001 and MA0002) in its Tariff, Volume No. 1, and to place the agreements in its Tariff, Volume No. 1A, as further described below.³

Table 1 – Agreements Included in Filing

Rate Schedule	Service Agreement Number
Rate Schedule FT-1	Agreement RT0183 (“Agreement RT0183”)
	Agreement FT0001 (“Agreement FT0001”)
Rate Schedule FT-2	Agreement FT2001 (“Agreement FT2001”)
	Agreement FT2002 (“Agreement FT2002”)
	Agreement FT2003 (“Agreement FT2003”)
Rate Schedule EAW	Agreement FW0001 (“Agreement FW0001”)
	Agreement FW2001 (“Agreement FW2001”)
	Agreement FW2002 (“Agreement FW2002”)
Rate Schedule MA	Agreement MA0001 (“Agreement MA0001”)
	Agreement MA0002 (“Agreement MA0002”)

Guardian, Wisconsin Electric Power Company (“Wisconsin Electric”), Wisconsin Gas LLC (“Wisconsin Gas”), and Wisconsin Public Service Corporation (“Wisconsin Public”) (collectively “Parties”) have executed new Form of Service Agreements to amend and extend the Service Agreements noted above. Guardian herein updates the designation of these agreements on Part 2.0, Summary of Agreements and inclusion of the current amendments in sub-Parts as listed in Table 2 below. Wisconsin Electric, Wisconsin Gas and Wisconsin Public are herein collectively referred to as (the “Wisconsin Shippers”).

The agreements listed in Table 1 were originally approved as non-conforming, negotiated rate agreements in Docket No. RP09-929-000⁴. Agreements Nos. 1-5 and 8 as presented in Table 2 below were amended in May 2020 for a November 1, 2020 effective date (“May

² 18 C.F.R. § 154.1(d) (2020).

³ On October 1, 2020, in Docket No. RP21-29-000, Guardian filed to move the entirety of its documentation of Agreement No. FT2001, (“Agreement No. FT2001”), FT2002 (“Agreement No. FT2002”), FT2003 (“Agreement No. FT2003”), FW2001 (“Agreement No. FW2001”), FW0001 (“Agreement No. FW0001”), FW2002 (“Agreement No. FW2002”), MA0001 (“Agreement No. MA0001”), and MA0002 (“Agreement No. MA0002”) from its current location in Guardian’s Tariff, Volume No. 1, to Guardian’s Tariff, Volume No. 1A, for administrative ease in making future filings. The filing in Guardian’s Tariff Volume 1A and the removal of Agreement Nos. FT2001, FT2002, FT2003, FW2001, FW0001, FW2002, MA0001, and MA0002 from Guardian’s Tariff Volume 1 eliminates the need for duplicative filings in both Tariff Volume 1A and Tariff Volume 1 in the event of future amendments to the above referenced agreements. Pending Commission approval, the removal filing, and the present filing are both proposed to be effective November 1, 2020.

⁴ *Guardian Pipeline, L.L.C.*, Letter Order, Docket No. RP09-929-000 (September 30, 2009).

Amendments”). For each of the May Amendments the Parties agreed to extend the term of the MDQs at either discounted and/or maximum tariff rates during the extended term. The Parties inserted a table to clarify which volumes were at discounted rates and which were at maximum rates. After the execution of the May Amendments for Agreements Nos. 1-5 and 8, the Wisconsin Shippers requested that Guardian replace the May Amendments to add additional clarity about the applicability of the Right of First Refusal (“ROFR”) to the discounted and maximum rate MDQ. The subsequent amendments were completed in July 2020 for a November 1, 2020 effective date (“July Amendments”). The July Amendments effectively replace the May Amendments for Agreement Nos. 1-5 and 8. Agreement Nos. 6-7 and 9-10 were amended in June 2020 at which time the Parties agreed to extend the term of the MDQs at discounted rates during the extended term and include the same, additional clarity about the applicability of ROFR.⁵

All amendments contain potentially non-conforming provisions included solely to clarify the applicability of the type of rate and/or the corresponding type of ROFR. Depending on whether the rate is a discounted rate or maximum tariff rate, the Wisconsin Shippers may be entitled to a tariff ROFR or to an agreed upon contractual ROFR. In some amendments the capacity associated with discounted rates and maximum tariff rates changes over the remaining term necessitating clarification of the rate and applicable ROFR.

To provide the requested clarity, each agreement includes a footnote and a table to document the capacity offered either at discounted or maximum tariff rates and/or whether the capacity is subject to a tariff ROFR or a contractual ROFR. Guardian would be willing to offer similar clarifications to any other shipper with a similar agreement necessitating such clarification. However, Guardian has not generally entered into agreements which have rates and ROFRs over the term that would require similar clarification. Guardian submits that because of the unique complexity of the variable rates for capacity and ROFRs in the amendments, changing its form would not be useful.

Pursuant to section 154.112(b) of the Commission’s regulations, any contract for service that deviates in any material aspect from the form of service agreement (the “pro forma agreement”) contained in a pipeline’s tariff must be filed with the Commission as a non-conforming agreement. As reaffirmed by the Commission’s 2003 Policy Statement, the Commission defines “a material deviation as any provision of service agreement that goes beyond the filling-in of the spaces in the form of service agreement with the appropriate information provided for in the tariff and that affects the substantive rights of the parties.”⁶ The Commission’s policy is that such material deviations may be acceptable if “such deviations do

⁵ Each of the agreements were amended to extend the term of service 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. Further Section 23, Right of Refusal and Pregranted Abandonment provides that Guardian may agree to a contractual ROFR for any shipper that does not qualify for a tariff ROFR.

⁶ *Natural Gas Pipeline Negotiated Rate Policies and Practices*, 104 FERC ¶ 61,134 at P 27 (2003) (“2003 Policy Statement”).

not change the conditions under which service is provided and do not present a risk of undue discrimination.”⁷ Although the amendments filed herewith contain a deviation from the applicable form of service agreement, Guardian respectfully submits (i) the rate and ROFR clarifications do not constitute material deviations, (ii) the clarifications do not change the conditions under which service is provided and (iii) do not present a risk of undue discrimination. With the exception of these clarifications, these agreements do not deviate in any material respect from the forms of FT-1, FT-2, EAW and MA service agreement in Guardian’s FERC Gas Tariff, Volume No. 1. To the extent the Commission finds that the agreements submitted herewith are non-conforming, Guardian respectfully requests that the Commission find that the agreements do not constitute a material deviation, do not present a risk of undue discrimination and accept the agreements as non-conforming.

Below is a summary of each Service Agreement.

Table 2 – Agreement Amendments in Filing

Summary No.	Tariff Part	Agreement Number	Amendment Number
1	Part 3.2	Agreement RT0183	Amendment 9
2	Part 10.2	Agreement FT0001	Amendment 17
3	Part 11.1	Agreement FT2001	Amendment 5
4	Part 12.1	Agreement FT2002	Amendment 8
5	Part 13.1	Agreement FT2003	Amendment 8
6	Part 19.1	Agreement FW2001	Amendment 12
7	Part 20.1	Agreement FW0001	Amendment 20
8	Part 21.1	Agreement FW2002	Amendment 9
9	Part 22.1	Agreement MA0001	Amendment 2
10	Part 23.1	Agreement MA0002	Amendment 2

1. Summary – Agreement RT0183 with Wisconsin Electric

Wisconsin Gas permanently released a partial amount of capacity from FT0001 to replacement shipper Wisconsin Electric on November 1, 2011 (“RT0183”). The releasing shipper released the capacity subject to the existing negotiated rate and non-conforming provisions previously approved by the Commission in Docket No. RP09-82-000.⁸ As a result of the permanent release RT0183, Wisconsin Electric and Guardian have entered into Amendment 8 and Amendment 9 which replace and supersede Amendment 7 that is currently included in Part 3.2, as approved by the Commission in Docket No. RP20-37-000.⁹

⁷ *Id.*

⁸ *Guardian Pipeline, L.L.C.*, Letter Order, Docket No. RP09-82-000 (December 30, 2008).

⁹ On October 24, 2019, the Commission issued an unpublished letter order in Docket No. RP20-37-000 approving Amendment 7 for Agreement RT0183 to Part 3.2.

Amendment 8 dated May 8, 2020 extends the primary term of Agreement RT0183 for an additional two years through October 31, 2024 and amends the table detailing the MDQ through the primary term and associated transportation rates, replacing Exhibit A and C to be effective November 1, 2020. Upon extension of Agreement RT0183 in Amendment 8, the Parties mutually agreed to total MDQ at an effective discounted rate, with some quantities extending at the Maximum Tariff Rate and some quantities continuing at a discounted rate. Pursuant to this change, the table detailing the MDQ over each year of the primary term was updated in the Narrative Description of Discount Rate in Exhibit C. Subsequently, Amendment 9 dated July 1, 2020, to be effective November 1, 2020, carries forward the extension and updates contained in Exhibit A and C of Amendment 8 and further amends the Exhibit C Narrative to add a more detailed explanation of the applicability of ROFR, as more fully described above.

2. Summary – Agreement FT0001 with Wisconsin Gas

Guardian and Wisconsin Gas have entered into Amendment 17 to Agreement FT0001 dated July 1, 2020 to be effective November 1, 2020, which replaces and supersedes Amendment 15 in Part 10.2, as approved by the Commission in Docket No. RP20-37-000.¹⁰ Prior to entering into Amendment 17, Guardian and Wisconsin Gas entered into Amendment 16, dated May 8, 2020 to be effective November 1, 2020. Amendment 16 extended the primary term of Agreement FT0001 for an additional two years through October 31, 2024 and amended the table detailing the MDQ over each year of the primary term and associated transportation rates, replacing Exhibit A and C to be effective November 1, 2020. Upon extension of Agreement FT0001 in Amendment 16, the Parties mutually agreed to total MDQ at an effective discounted rate, with some quantities extending at the Maximum Tariff Rate and some quantities continuing at a discounted rate. Pursuant to this change, the table detailing the MDQ over each year of the primary term was updated in the Narrative Description of Discount Rate in Exhibit C. Subsequently, Amendment 17 dated July 1, 2020, to be effective November 1, 2020, carries forward the extension and updates contained in Exhibit A and C of Amendment 16 and further amends the Exhibit C Narrative to add a more detailed explanation of the applicability of ROFR, as more fully described above.

3. Summary – Agreement FT2001 with Wisconsin Electric Power Company

Guardian and Wisconsin Electric have entered into Amendment 5 to Agreement FT2001 dated July 1, 2020 to be effective November 1, 2020, which was previously included in Part 6.0 of Guardian's Tariff Vol. 1. Prior to entering into Amendment 5, Guardian and Wisconsin Electric entered into Amendment 4, dated May 8, 2020 to be effective November 1, 2020. Amendment 4 extended the primary term of Agreement FT2001 for an additional two years through October 31, 2024 and amended the table detailing MDQ over each year of the primary term and associated transportation rates, replacing Exhibit A and C to be effective November 1, 2020. Upon extension of Agreement FT2001 in Amendment 4, the Parties mutually agreed

¹⁰ On October 24, 2019, the Commission issued an unpublished letter order in Docket No. RP20-37-000 approving Amendment 15 for Agreement FT0001 to Part 10.2.

to total MDQ at an effective discounted rate, with some quantities extending at the Maximum Tariff Rate and some quantities continuing at a discounted rate. Pursuant to this change, the table detailing the MDQ over each year of the primary term was updated in the Narrative Description of Discount Rate in Exhibit C. Subsequently, Amendment 5 dated July 1, 2020, to be effective November 1, 2020, carries forward the extension and updates contained in Exhibit A and C of Amendment 4 and further amends the Exhibit C Narrative to add a more detailed explanation of the applicability of ROFR, as more fully described above.

4. Summary – Agreement FT2002 with Wisconsin Gas LLC

Guardian and Wisconsin Gas have entered into Amendment 8 to Agreement FT2002 dated July 1, 2020 to be effective November 1, 2020, which was previously included in Part 6.0 of Guardian's Tariff Vol. 1. Prior to entering into Amendment 8, Guardian and Wisconsin Gas entered into Amendment 7, dated May 8, 2020 to be effective November 1, 2020. Amendment 7 extended the primary term of Agreement FT2002 for an additional two years through October 31, 2024 and amended the table detailing the step-down of MDQ over each year of the primary term and associated transportation rates, replacing Exhibit A and C to be effective November 1, 2020. Upon extension of Agreement FT2002 in Amendment 7, the Parties mutually agreed to total MDQ at an effective discounted rate, with some quantities extending at the Maximum Tariff Rate and some quantities continuing at a discounted rate. Pursuant to this change, the table detailing the MDQ over each year of the primary term was updated in the Narrative Description of Discount Rate in Exhibit C. Subsequently, Amendment 8 dated July 1, 2020, to be effective November 1, 2020, carries forward the extension and updates contained in Exhibit A and C of Amendment 7 and further amends the Exhibit C Narrative to add a more detailed explanation of the applicability of ROFR, as more fully described above.

5. Summary – Agreement FT2003 with Wisconsin Public Service Corporation

Guardian and Wisconsin Public have entered into Amendment 8 to Agreement FT2003 dated July 1, 2020 to be effective November 1, 2020, which was previously reflected in Part 6.0 of Guardian's Tariff Vol. 1. Prior to entering into Amendment 8, Guardian and Wisconsin Public entered into Amendment 7, dated May 8, 2020 to be effective November 1, 2020. Amendment 7 extended the primary term of Agreement FT2003 for an additional two years through October 31, 2024 and amended the step-down of MDQ and associated transportation rates, replacing Exhibit A and C to be effective November 1, 2020. Upon extension of Agreement FT2003 in Amendment 7, the Parties mutually agreed to total MDQ at an effective discounted rate, with some quantities extending at the Maximum Tariff Rate and some quantities continuing at a discounted rate. Pursuant to this change, the table detailing the MDQ over each year of the primary term was updated in the Narrative Description of Discount Rate in Exhibit C. Subsequently, Amendment 8 dated July 1, 2020, to be effective November 1, 2020, carries forward the extension and updates contained in Exhibit A and C of Amendment 7 and further amends the Exhibit C Narrative to add a more detailed explanation of the applicability of ROFR, as more fully described above.

6. Summary – Agreement FW2001 with Wisconsin Electric Public Corporation

Guardian and Wisconsin Electric Public Corporation have entered into Amendment 12 to Agreement FW2001 dated June 15, 2020 to be effective November 1, 2020, which replaces and supersedes Amendment 11 which was previously reflected in Part 6.0 of Guardian's Tariff Vol. 1. Amendment 12 extends the primary term of Agreement FW2001 for an additional two years through October 31, 2024 and amends the step-down of MDQ, replacing Exhibit A to be effective November 1, 2020. With extension of Agreement FW2001 in Amendment 12, the Parties mutually agreed to a discounted rate.

7. Summary – Agreement FW0001 with Wisconsin Gas LLC

Guardian and Wisconsin Gas have entered into Amendment 20 to Agreement FW0001 dated June 15, 2020 to be effective November 1, 2020, which replaces and supersedes Amendment 19 which was previously reflected in Part 6.0 of Guardian's Tariff Vol. 1. Amendment 20 extends the primary term of Agreement FW0001 for an additional two years through October 31, 2024 and amends the step-down of MDQ, replacing Exhibit A to be effective November 1, 2020. With extension of Agreement FW0001 in Amendment 20, the Parties mutually agreed to a discounted rate.

8. Summary – Agreement FW2002 with Wisconsin Gas LLC

Guardian and Wisconsin Gas have entered into Amendment 9 to Agreement FW2002 dated June 15, 2020 to be effective November 1, 2020, which replaces and supersedes Amendment 8 which was previously reflected in Part 6.0 of Guardian's Tariff Vol. 1. Amendment 9 extends the primary term of Agreement FW2002 for an additional two years through October 31, 2024 and amends the step-down of MDQ, replacing Exhibit A to be effective November 1, 2020. With extension of Agreement FW2002 in Amendment 9, the Parties mutually agreed to a discounted rate.

9. Summary – Agreement MA0001 with Wisconsin Electric Power Company

Guardian and Wisconsin Electric have entered into Amendment 2 to Agreement MA0001 dated June 15, 2020 to be effective November 1, 2020, which was previously reflected in Part 6.0 of Guardian's Tariff Vol. 1. Amendment 2 extends the primary term of Agreement MA0001 for an additional two years through October 31, 2024 and amends the step-down of MDQ, replacing Exhibit A to be effective November 1, 2020.

10. Summary – Agreement MA0002 with Wisconsin Gas LLC

Guardian and Wisconsin Gas have entered into Amendment 2 to Agreement MA0002 dated June 15, 2020 to be effective November 1, 2020, which replaces and supersedes Amendment 1 which was previously reflected in Part 6.0 of Guardian's Tariff Vol. 1. Amendment 2 extends the primary term of Agreement MA0002 for an additional two years through October 31, 2024 and amends the step-down of MDQ, replacing Exhibit A to be effective November 1, 2020.

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 marked version showing the changes from Guardian's *pro forma* service agreements, which is provided for informational purposes only for
 - a. the non-conforming provisions of Exhibit A and potentially non-conforming provisions of Exhibit C, Amendments 8 and 9 to Agreement RT0183;
 - b. the non-conforming provisions of Exhibit A and potentially non-conforming provisions of Exhibit C, Amendments 16 and 17 to Agreement FT0001;
 - c. the non-conforming provisions of Exhibit A and potentially non-conforming provisions of Exhibit C, Amendments 4 and 5 to Agreement FT2001;
 - d. the non-conforming provisions of Exhibit A and potentially non-conforming provisions of Exhibit C, Amendments 7 and 8 to Agreement FT2002;
 - e. the non-conforming provisions of Exhibit A and potentially non-conforming provisions of Exhibit C, Amendments 7 and 8 to Agreement FT2003;
 - f. the non-conforming provisions of Exhibit A, Amendment 12 to Agreement FW2001;
 - g. the non-conforming provisions of Exhibit A, Amendment 20 to Agreement FW0001;
 - h. the non-conforming provisions of Exhibit A, Amendment 9 to Agreement FW2002;
 - i. the non-conforming provisions of Exhibit A, Amendment 2 to Agreement MA0001; and,
 - j. the non-conforming provisions of Exhibit A, Amendment 2 to Agreement MA0002.

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, 2020. 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. No waiver of Guardian's Tariff is herein requested.

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 (subject to COVID-19 protections) 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, Secretary

October 1, 2020

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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 9	3.2	Non-Conforming
Reserved for Future Use			
Wisconsin Electric Power Company	RW0068 Amendment 10	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 5	6.1	Negotiated Rate
Reserved for Future Use		6.2	
Wisconsin Electric Power Company	GP1608 Amendment 5	7.1	Negotiated Rate
Reserved for Future Use		8.1	
Wisconsin Gas LLC	RW0074 Amendment 5	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 17	10.2	Non-Conforming
Wisconsin Electric Power Company	FT2001 Amendment 5	11.1	Non-Conforming
Wisconsin Gas LLC	FT2002 Amendment 8	12.1	Non-Conforming
Wisconsin Public Service Corporation	FT2003 Amendment 8	13.1	Non-Conforming
Reserved for Future Use		14.1	
Wisconsin Electric Power Company	GP1612 Amendment 3	15.1	Negotiated Rate
Wisconsin Electric Power Company	GP1613 Amendment 3	16.1	Negotiated Rate
Wisconsin Public Service Corporation	GP1614 Amendment 1	17.1	Negotiated Rate
Wisconsin Public Service Corporation	GP1615	18.1	Negotiated Rate

	Amendment 1		
Wisconsin Electric Power Company	FW2001 Amendment 12	19.1	Non-Conforming
Wisconsin Gas LLC	FW0001 Amendment 20	20.1	Non-Conforming
Wisconsin Gas LLC	FW2002 Amendment 9	21.1	Non-Conforming
Wisconsin Electric Power Company	MA0001 Amendment 2	22.1	Non-Conforming
Wisconsin Gas LLC	MA0002 Amendment 2	23.1	Non-Conforming
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, 2020

Tariff Record Title: Wisconsin Electric Power Company RT0183 Amendment 9

Option Code: A

Other Information: Part 3.2, version 3.0.0 superseding version 2.0.0

Agreement # RT0183

Amendment # 9

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

This Amendment # 9 is entered into as of this 1st day of July, 2020, 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 and restated on May 8, 2020, hereafter referred to as "Service Agreement"; and

WHEREAS, Shipper and Transporter agree to amend the Narrative Description of Discount Rate as set forth in Exhibit C for the Form of Service Agreement for Rate Schedule FT-1; and

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

Effective November 1, 2020, the existing provisions of the Exhibit C shall be deleted in their entirety and replaced with the provisions set forth in Exhibit C for the Form of Service Agreement for Rate Schedule FT-1 dated July 1, 2020, attached hereto. Further, except as modified and attached hereto, the Service Agreement's terms and conditions and Exhibit A dated May 8, 2020 are in full force and effect.

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.**Wisconsin Electric Power Company**By: By: Name: T.D. EuresteName: Sarah MeadTitle: Vice President - Natural Gas PipelineTitle: Manager of Gas SupplyDate: 8/5/2020
DocuSigned by: Date: July 31, 2020

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
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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 ELECTRIC POWER COMPANY ("SHIPPER")

DATED July 1, 2020

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, 2020 and continuing until October 31, 2024. 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:

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 2

Narrative Description of Discount Rate:

Period	MDQ (Dth /day)	Monthly Reservation Rate	Right of First Refusal (ROFR)*
11/01/2020 – 10/31/2021	69,410	\$ 3.6500 (Discounted Rate)	Not Applicable
	118,800	\$ 4.6641 (Maximum Tariff Rate)	Not Applicable
11/01/2021 – 10/31/2022	29,810	\$ 3.6500 (Discounted Rate)	Not Applicable
	158,400	\$ 4.6641 (Maximum Tariff Rate)	Not Applicable
11/01/2022 – 10/31/2023	188,210	\$ 4.6641 (Maximum Tariff Rate)	Not Applicable
11/01/2023 – 10/31/2024	188,210	\$ 4.6641 (Maximum Tariif Rate)	Tariff ROFR

*As described in Part 8, Section 23 of Transporter's Tariff, "Tariff ROFR" determination is made at the expiration of a firm Service Agreement. For purposes of this Service Agreement a "Contractual ROFR" is a right of first refusal that Transporter agrees to provide to a Shipper when the Shipper does not otherwise qualify for a right of first refusal as described in Section 23 of Transporter's Tariff. Transporter agrees to provide Shipper a right of first refusal for this Discounted Rate which would otherwise not qualify for a right of first refusal. Such Contractual ROFR shall be based on the volumes at the expiration of the term, which is currently October 31, 2024. The 39,600 of MDQ expiring on 10/31/21 and the 29,810 of MDQ expiring on 10/31/22 will be associated with the Discounted Rate with no Contractual ROFR applicable upon each annual expiration.

Supersedes Exhibit "C" Dated: May 8, 2020.

Agreement No. RT0183

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, 2020

Tariff Record Title: Wisconsin Gas LLC Executed Agreement FT0001 Amendment 17

Option Code: A

Other Information: Part 10.2, version 2.0. 0 superseding version 1.0.0

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

This Amendment # 17 is entered into as of this 1st day of July, 2020, 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 May 8, 2020, hereafter referred to as "Service Agreement"; and

WHEREAS, Shipper and Transporter agree to amend the Narrative Description of Discount Rate as set forth in Exhibit C for the Form of Service Agreement for Rate Schedule FT-1; and

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


Effective November 1, 2020, the existing provisions of the Exhibit C shall be deleted in their entirety and replaced with the provisions set forth in Exhibit C for the Form of Service Agreement for Rate Schedule FT-1 dated July 1, 2020, attached hereto. Further, except as modified and attached hereto, the Service Agreement's terms and conditions and Exhibit A dated May 8, 2020 are in full force and effect.

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.


Wisconsin Gas LLC

By: 
Name: T.D. Eureste

By: 
Name: Sarah Mead

Title: Vice President - Natural Gas Pipeline

Title: Manager of Gas Supply

Date: 8/5/2020
DocuSigned by: 

Date: July 31, 2020

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 1 of 2

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 July 1, 2020

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, 2020 and continuing until October 31, 2024. 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:

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 2

Narrative Description of Discount Rate:

Period	MDQ (Dth /day)	Monthly Reservation Rate	Right of First Refusal (ROFR)*
11/01/2020 – 10/31/2021	180,800	\$ 3.6500 (Discounted Rate)	Not Applicable
	271,200	\$ 4.6641 (Maximum Tariff Rate)	Not Applicable
11/01/2021 – 10/31/2022	90,400	\$ 3.6500 (Discounted Rate)	Not Applicable
	342,951	\$ 4.6641 (Maximum Tariff Rate)	Not Applicable
11/01/2022 – 10/31/2023	433,351	\$ 4.6641 (Maximum Tariff Rate)	Not Applicable
11/01/2023 – 10/31/2024	433,351	\$ 4.6641 (Maximum Tariff Rate)	Tariff ROFR

*As described in Part 8, Section 23 of Transporter's Tariff, "Tariff ROFR" determination is made at the expiration of a firm Service Agreement. For purposes of this Service Agreement a "Contractual ROFR" is a right of first refusal that Transporter agrees to provide to a Shipper when the Shipper does not otherwise qualify for a right of first refusal as described in Section 23 of Transporter's Tariff. Transporter agrees to provide Shipper a right of first refusal for this Discounted Rate which would otherwise not qualify for a right of first refusal. Such Contractual ROFR shall be based on the volumes at the expiration of the term, which is currently October 31, 2024. The 90,400 of MDQ expiring each period on 10/31/21 and 10/31/22 will be associated with the Discounted Rate with no Contractual ROFR applicable upon each annual expiration.

Supersedes Exhibit "C" Dated: May 8, 2020.

Agreement No. FT0001

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, 2020

Tariff Record Title: Wisconsin Electric Power Company FT2001 Amendment 5

Option Code: A

Other Information: Part 11.1, version 11.0.0 superseding version 10.0.0

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

This Amendment # 5 is entered into as of this 1st day of July, 2020, by and between Guardian Pipeline, L.L.C., hereafter referred to as "Transporter" and Wisconsin Electric Power Company, hereafter referred to as "Shipper."

WHEREAS, Shipper and Transporter have entered into a Form of Service Agreement under Rate Schedule FT-2 (FT2001) effective February 29, 2008, as amended and restated on May 8, 2020, hereafter referred to as "Service Agreement"; and

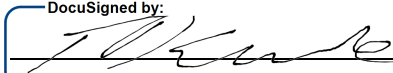
WHEREAS, Shipper and Transporter agree to amend the Narrative Description of Discount Rate as set forth in Exhibit C for the Form of Service Agreement for Rate Schedule FT-2; and

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

Effective November 1, 2020, the existing provisions of the Exhibit C shall be deleted in their entirety and replaced with the provisions set forth in Exhibit C for the Form of Service Agreement for Rate Schedule FT-2 dated July 1, 2020, attached hereto. Further, except as modified and attached hereto, the Service Agreement's terms and conditions and Exhibit A dated May 8, 2020 are in full force and effect.


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: 
DocuSigned by:
F2325854B9B347C...
Name: T.D. Eureste

Title: Vice President - Natural Gas Pipeline

Date: 8/5/2020

DocuSigned by: 

Wisconsin Electric Power Company

By: 
Name: Sarah Mead

Title: Manager of Gas Supply

Date: July 31, 2020

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

Part 9.11
Form of Service Agreement for Rate Schedule FT-2
v. 3.0.0 superseding v. 2.0.0
Page 1 of 2

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-2

EXHIBIT "C"
TO FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-2

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

WISCONSIN ELECTRIC POWER COMPANY ("SHIPPER")

DATED July 1, 2020

Shipper and Transporter agree to a discounted rate in accordance with Subsection 5.1 of Rate Schedule FT-2 and agree that Shipper will be billed and pay the charges specified below for the period commencing November 1, 2020 and continuing until October 31, 2024. 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-2.

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:

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

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

Part 9.11
Form of Service Agreement for Rate Schedule FT-2
v. 3.0.0 superseding v. 2.0.0
Page 2 of 2

Narrative Description of Discount Rate:

Period	MDQ (Dth /day)	Monthly Reservation Rate	Right of First Refusal (ROFR)*
11/01/2020 – 10/31/2021	161,325	\$ 5.8795 (Discounted Rate)	Not Applicable
	40,331	\$ 6.7032 (Maximum Tariff Rate)	Not Applicable
11/01/2021 – 10/31/2022	120,994	\$ 5.9404 (Discounted Rate)	Not Applicable
	40,331	\$ 6.7032 (Maximum Tariff Rate)	Not Applicable
11/01/2022 – 10/31/2023	80,662	\$ 5.9982 (Discounted Rate)	Not Applicable
	80,663	\$ 6.7032 (Maximum Tariff Rate)	Not Applicable
11/01/2023 – 10/31/2024	40,331	\$ 6.0590 (Discounted Rate)	Contractual ROFR
	120,994	\$ 6.7032 (Maximum Tariff Rate)	Tariff ROFR

*As described in Part 8, Section 23 of Transporter's Tariff, "Tariff ROFR" determination is made at the expiration of a firm Service Agreement. For purposes of this Service Agreement a "Contractual ROFR" is a right of first refusal that Transporter agrees to provide to a Shipper when the Shipper does not otherwise qualify for a right of first refusal as described in Section 23 of Transporter's Tariff. Transporter agrees to provide Shipper a right of first refusal for this Discounted Rate which would otherwise not qualify for a right of first refusal. Such Contractual ROFR shall be based on the volumes at the expiration of the term, which is currently October 31, 2024. The 40,331 of MDQ expiring each period on 10/31 will be associated with the Discounted Rate with no Contractual ROFR applicable upon each annual expiration.

Supersedes Exhibit "C" Dated: May 8, 2020.

Agreement No. FT2001

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, 2020

Tariff Record Title: Wisconsin Gas LLC Executed Agreement FT2002 Amendment 8

Option Code: A

Other Information: Part 12.1, version 11.0. 0 superseding version 10.0.0

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

This Amendment # 8 is entered into as of this 1st day of July, 2020, 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-2 (FT2002) effective February 29, 2008, as amended and restated on May 8, 2020, hereafter referred to as "Service Agreement"; and

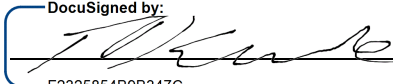
WHEREAS, Shipper and Transporter agree to amend the Narrative Description of Discount Rate as set forth in Exhibit C for the Form of Service Agreement for Rate Schedule FT-2; and

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


Effective November 1, 2020, the existing provisions of the Exhibit C shall be deleted in their entirety and replaced with the provisions set forth in Exhibit C for the Form of Service Agreement for Rate Schedule FT-2 dated July 1, 2020, attached hereto. Further, except as modified and attached hereto, the Service Agreement's terms and conditions and Exhibit A dated May 8, 2020 are in full force and effect.

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: 
Name: T.D. Eureste

Title: Vice President - Natural Gas Pipeline

Date: 8/5/2020
DocuSigned by: 

Wisconsin Gas LLC

By: 
Name: Sarah Mead

Title: Manager of Gas Supply

Date: July 31, 2020

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

Part 9.11
Form of Service Agreement for Rate Schedule FT-2
v. 3.0.0 superseding v. 2.0.0
Page 1 of 2

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-2

EXHIBIT "C"
TO FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-2

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

WISCONSIN GAS LLC ("SHIPPER")

DATED July 1, 2020

Shipper and Transporter agree to a discounted rate in accordance with Subsection 5.1 of Rate Schedule FT-2 and agree that Shipper will be billed and pay the charges specified below for the period commencing November 1, 2020 and continuing until October 31, 2024. 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-2.

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:

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

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

Part 9.11
Form of Service Agreement for Rate Schedule FT-2
v. 3.0.0 superseding v. 2.0.0
Page 2 of 2

Narrative Description of Discount Rate:

Period	MDQ (Dth /day)	Monthly Reservation Rate	Right of First Refusal (ROFR)*
11/01/2020 – 10/31/2021	72,084	\$ 5.8795 (Discounted Rate)	Not Applicable
	18,021	\$ 6.7032 (Maximum Tariff Rate)	Not Applicable
11/01/2021 – 10/31/2022	54,064	\$ 5.9404 (Discounted Rate)	Not Applicable
	18,021	\$ 6.7032 (Maximum Tariff Rate)	Not Applicable
11/01/2022 – 10/31/2023	36,042	\$ 5.9982 (Discounted Rate)	Not Applicable
	36,043	\$ 6.7032 (Maximum Tariff Rate)	Not Applicable
11/01/2023 – 10/31/2024	18,021	\$ 6.0590 (Discounted Rate)	Contractual ROFR
	54,064	\$ 6.7032 (Maximum Tariff Rate)	Tariff ROFR

*As described in Part 8, Section 23 of Transporter's Tariff, "Tariff ROFR" determination is made at the expiration of a firm Service Agreement. For purposes of this Service Agreement a "Contractual ROFR" is a right of first refusal that Transporter agrees to provide to a Shipper when the Shipper does not otherwise qualify for a right of first refusal as described in Section 23 of Transporter's Tariff. Transporter agrees to provide Shipper a right of first refusal for this Discounted Rate which would otherwise not qualify for a right of first refusal. Such Contractual ROFR shall be based on the volumes at the expiration of the term, which is currently October 31, 2024. The 18,021 of MDQ expiring each period on 10/31 will be associated with the Discounted Rate with no Contractual ROFR applicable upon each annual expiration.

Supersedes Exhibit "C" Dated: May 8, 2020.

Agreement No. FT2002

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, 2020

Tariff Record Title: Wisconsin Public Service Corporation Agreement FT2003 Amendment 8

Option Code: A

Other Information: Part 13.1, version 11.0.0 superseding version 10.0.0

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

This Amendment # 8 is entered into as of this 1st day of July, 2020, by and between Guardian Pipeline, L.L.C., hereafter referred to as "Transporter," and Wisconsin Public Service Corporation, hereafter referred to as "Shipper."

WHEREAS, Shipper and Transporter have entered into a Guardian Pipeline Form of Service Agreement under Rate Schedule FT-2 (FT2003) dated February 29, 2008, as amended and restated on May 8, 2020, hereafter referred to as "Service Agreement"; and

WHEREAS, Shipper and Transporter agree to amend the Narrative Description of Discount Rate as set forth in Exhibit C for the Form of Service Agreement for Rate Schedule FT-2; 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, 2020, the existing provisions of the Exhibit C shall be deleted in their entirety and replaced with the provisions set forth in Exhibit C for the Form of Service Agreement for Rate Schedule FT-2 dated July 1, 2020, attached hereto. Further, except as modified and attached hereto, the Service Agreement's terms and conditions and Exhibit A dated May 8, 2020 are in full force and effect.

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.


Wisconsin Public Service Corporation

By: 
Name: T.D. Euseste

By: 
Name: Sarah Mead

Title: Vice President - Natural Gas Pipeline

Title: Manager of Gas Supply

Date: 8/5/2020
DocuSigned by: 

Date: July 31, 2020

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

Part 9.11
Form of Service Agreement for Rate Schedule FT-2
v. 3.0.0 superseding v. 2.0.0
Page 1 of 2

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-2

EXHIBIT "C"
TO FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-2

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

WISCONSIN PUBLIC SERVICE CORPORATION ("SHIPPER")

DATED July 1, 2020

Shipper and Transporter agree to a discounted rate in accordance with Subsection 5.1 of Rate Schedule FT-2 and agree that Shipper will be billed and pay the charges specified below for the period commencing November 1, 2020 and continuing until October 31, 2024. 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-2.

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:

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

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

Part 9.11
Form of Service Agreement for Rate Schedule FT-2
v. 3.0.0 superseding v. 2.0.0
Page 2 of 2

Narrative Description of Discount Rate:

Period	MDQ (Dth /day)	Monthly Reservation Rate	Right of First Refusal (ROFR)*
11/1/2020 – 10/31/2021	164,196	\$ 5.9587 (Discounted Rate)	Not Applicable
	17,049	\$ 6.7032 (Maximum Tariff Rate)	Not Applicable
11/1/2021 – 10/31/2022	123,147	\$ 6.0196 (Discounted Rate)	Not Applicable
	58,098	\$ 6.7032 (Maximum Tariff Rate)	Not Applicable
11/1/2022 – 10/31/2023	82,098	\$ 6.0774 (Discounted Rate)	Not Applicable
	99,147	\$ 6.7032 (Maximum Tariff Rate)	Not Applicable
11/1/2023 – 10/31/2024	41,049	\$ 6.1382 (Discounted Rate)	Contractual ROFR
	140,196	\$ 6.7032 (Maximum Tariff Rate)	Tariff ROFR

*As described in Part 8, Section 23 of Transporter's Tariff, "Tariff ROFR" determination is made at the expiration of a firm Service Agreement. For purposes of this Service Agreement a "Contractual ROFR" is a right of first refusal that Transporter agrees to provide to a Shipper when the Shipper does not otherwise qualify for a right of first refusal as described in Section 23 of Transporter's Tariff. Transporter agrees to provide Shipper a right of first refusal for this Discounted Rate which would otherwise not qualify for a right of first refusal. Such Contractual ROFR shall be based on the volumes at the expiration of the term, which is currently October 31, 2024. The 41,049 of MDQ expiring each period on 10/31 will be associated with the Discounted Rate with no Contractual ROFR applicable upon each annual expiration.

Supersedes Exhibit "C" Dated: May 8, 2020.

Agreement No. FT2003

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, 2020

Tariff Record Title: Wisconsin Electric Power Company FW2001 Amendment 12

Option Code: A

Other Information: Part 19.1, version 6.0.0 superseding version 5.0.0

Agreement # FW2001

Amendment # 12

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

This Amendment # 12 is entered into as of this 15th day of June, 2020, by and between Guardian Pipeline, L.L.C., hereafter referred to as "Transporter," and Wisconsin Electric Power Company, hereafter referred to as "Shipper."

WHEREAS, Shipper and Transporter have entered into a Guardian Pipeline Form of Service Agreement under Rate Schedule EAW - Firm (FW2001) effective February 29, 2008, as amended and restated on June 3, 2019, as amended, hereafter referred to as "Service Agreement"; and

WHEREAS, the Service Agreement for Rate Schedule EAW is linked to Rate Schedule FT-2 Service Agreement No. FT2001; and

WHEREAS, due to administrative efficiency to align the term with Shipper's other service agreements, Shipper and Transporter agree to change the term of the Service Agreement from an April through March period to a November through October period; and

WHEREAS, Shipper and Transporter agree to extend the term of the Service Agreement through October 31, 2024, at a discounted monthly reservation rate of \$0.00 per Dth; and

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

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

Effective November 1, 2020, the existing provisions of the Service Agreement and Exhibits A and C 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 15, 2020, 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.

Wisconsin Electric Power Company

By: Charles M. Kelley
E7982675698B4A0...

By: Sarah Mead

Name: Charles M. Kelley

Name: Sarah Mead

Title: Senior Vice President

Title: Manager of Gas Supply

Date: 8/15/2020

Date: August 6, 2020

DocuSigned by:



FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE EAW

This Service Agreement (Agreement No. FW2001) is made and entered into this 15th day of June, 2020, 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 MDDO 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, 2020 and service hereunder will commence on November 1, 2020; thereafter, the term of this Service Agreement will continue in force and effect for a Primary Term through October 31, 2024. 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:

Amended and Restated Service Agreement No. FW2001 dated June 3, 2019.

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.

DocuSigned by:

By:

Charles M. Kelley

E7982675698B4A0...

Printed Name: Charles M. Kelley

Title: Senior Vice President

DocuSigned by:



WISCONSIN ELECTRIC POWER COMPANY (SHIPPER)

By:

Sarah Mead

Printed Name: Sarah Mead 8/6/2020

Title: Manager of Gas Supply

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

Part 9.40
Form of Service Agreement for Rate Schedule EAW
v. 2.0.0 superseding v. 1.0.0
Page 1 of 2

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 15, 2020

TOTAL BASE MDQ 1/: 201,656
EAW Point: Wisconsin Electric Pool

TOTAL MDQ + FUEL:* 202,425

FIRM PRIMARY POINT(S) OF RECEIPT

<u>POINT(S) OF RECEIPT</u>	<u>BASE MDRO</u>	<u>MDRO + FUEL*</u>
Joliet MGT	3,500 Dth/day	3,513 Dth/day
Joliet NGPL	0 Dth/day	0 Dth/day
Joliet NBPL	0 Dth/day	0 Dth/day
Joliet ANR	7,056 Dth/day	7,083 Dth/day
Joliet Peoples	0 Dth/day	0 Dth/day
Joliet Alliance	0 Dth/day	0 Dth/day
Joliet Vector	191,100 Dth/day	191,829 Dth/day
Wisconsin Electric Pool	0 Dth/day	0 Dth/day

TOTAL PRIMARY POINT(S) OF RECEIPT MDQ: 201,656

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 Vector	20,166 Dth/day	20,243 Dth/day

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	201,656 Dth/day	202,425 Dth/day

TOTAL PRIMARY POINT(S) OF DELIVERY MDQ: 201,656

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

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

Part 9.40
Form of Service Agreement for Rate Schedule EAW
v. 2.0.0 superseding v. 1.0.0
Page 2 of 2

RIGHT OF FIRST REFUSAL 1/: YES ☒ NO ☐

Linked to Rate Schedule FT-2 Service Agreement No. FT2001

* = "+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, 2020 through October 31, 2024.

Supersedes Exhibit "A" Dated: October 15, 2019.

Agreement No. FW2001

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

Period	Total Base MDQ (Dth /day)	Right of First Refusal (ROFR)
11/01/2020 – 10/31/2021	201,656	Not Applicable
11/01/2021 – 10/31/2024	161,325	Contractual ROFR*

* For purposes of this Service Agreement a "Contractual ROFR" is a right of first refusal that Transporter agrees to provide to a Shipper when the Shipper does not otherwise qualify for a right of first refusal as described in Part 8, Section 23 of Transporter's Tariff. Transporter agrees to provide Shipper a right of first refusal for this Discounted Rate which would otherwise not qualify for a right of first refusal. Such Contractual ROFR shall be based on the volumes at the expiration of the term, which is currently October 31, 2024.

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 EAW
v. 2.0.0 superseding v. 1.0.0
Page 1 of 1

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 15, 2020

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, 2020 and continuing until October 31, 2024. 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: June 3, 2019.

Agreement No. FW2001

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, 2020

Tariff Record Title: Wisconsin Gas LLC Executed Agreement FW0001 Amendment 20

Option Code: A

Other Information: Part 20.1, version 4.0. 0 superseding version 3.0.0

Agreement # FW0001
Amendment # 20

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

This Amendment # 20 is entered into as of this 15th day of June, 2020, 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 Guardian Pipeline Form of Service Agreement under Rate Schedule EAW - Firm (FW0001), effective February 1, 2003, as amended and restated on June 3, 2019, as amended, hereafter referred to as "Service Agreement"; and

WHEREAS, the Service Agreement for Rate Schedule EAW is linked to Rate Schedule FT-1 Service Agreement No. FT0001; and

WHEREAS, Shipper and Transporter agree to extend the term of the Service Agreement for two years through October 31, 2024, at a discounted monthly reservation rate of \$0.00 per Dth; and

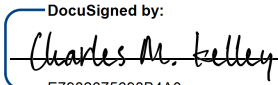
WHEREAS, Shipper and Transporter agree to amend the Service Agreement's Total Base MDQ;

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

Effective November 1, 2020, the existing provisions of the Service Agreement and Exhibits A and C 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 15, 2020, 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:  _____
Name: Charles M. Kelley

Title: Senior Vice President

Date: 8/15/2020

DocuSigned by:



Wisconsin Gas LLC

By:  _____
Name: Sarah Mead

Title: Manager of Gas Supply

Date: August 6, 2020

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE EAW

This Service Agreement (Agreement No. FW0001) is made and entered into this 15th day of June, 2020, by and between GUARDIAN PIPELINE, L.L.C. (herein called "Transporter") and WISCONSIN GAS LLC (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 MDDO 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, 2020 and service hereunder will commence on November 1, 2020; thereafter, the term of this Service Agreement will continue in force and effect for a Primary Term through October 31, 2024. 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:

Amended and Restated Service Agreement No. FW0001 dated June 3, 2019.

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.

DocuSigned by:

By: Charles M. Kelley

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Printed Name: Charles M. Kelley

Title: Senior Vice President

DocuSigned by:



WISCONSIN GAS LLC (SHIPPER)

By: Sarah Mead

Printed Name: Sarah Mead 8/6/2020

Title: Manager of Gas Supply

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

Part 9.40
Form of Service Agreement for Rate Schedule EAW
v. 2.0.0 superseding v. 1.0.0
Page 1 of 2

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 GAS LLC ("SHIPPER")

DATED June 15, 2020

TOTAL BASE MDQ 1/: 452,000
EAW Point: Wisconsin Gas Pool

TOTAL MDQ + FUEL:* 453,724

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	171,600 Dth/day	172,255 Dth/day
Joliet Peoples	0 Dth/day	0 Dth/day
Joliet Alliance	74,000 Dth/day	74,282 Dth/day
Joliet Vector	206,400 Dth/day	207,187 Dth/day
Wisconsin Gas Pool	0 Dth/day	0 Dth/day

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

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 ANR	45,200 Dth/day	45,372 Dth/day

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 Gas Pool	452,000 Dth/day	453,724 Dth/day

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

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

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

Part 9.40
Form of Service Agreement for Rate Schedule EAW
v. 2.0.0 superseding v. 1.0.0
Page 2 of 2

RIGHT OF FIRST REFUSAL 1/: YES ☒ NO ☐

Linked to Rate Schedule FT-1 Service Agreement No. FT0001

* = "+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, 2020 through October 31, 2024.

Supersedes Exhibit "A" Dated: October 1, 2019.

Agreement No. FW0001

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

Period	Total Base MDQ (Dth /day)	Right of First Refusal (ROFR)
11/01/2020 – 10/31/2021	452,000	Not Applicable
11/01/2021 – 10/31/2024	433,351	Contractual ROFR*

* For purposes of this Service Agreement a "Contractual ROFR" is a right of first refusal that Transporter agrees to provide to a Shipper when the Shipper does not otherwise qualify for a right of first refusal as described in Part 8, Section 23 of Transporter's Tariff. Transporter agrees to provide Shipper a right of first refusal for this Discounted Rate which would otherwise not qualify for a right of first refusal. Such Contractual ROFR shall be based on the volumes at the expiration of the term, which is currently October 31, 2024.

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

Part 9.10
Form of Service Agreement for Rate Schedule EAW
v. 2.0.0 superseding v. 1.0.0
Page 1 of 1

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 GAS LLC ("SHIPPER")

DATED June 15, 2020

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, 2020 and continuing until October 31, 2024. 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: June 3, 2019.

Agreement No. FW0001

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, 2020

Tariff Record Title: Wisconsin Gas LLC Executed Agreement FW2002 Amendment 9

Option Code: A

Other Information: Part 21.1, version 4.0. 0 superseding version 3.0.0

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

This Amendment # 9 is entered into as of this 15th day of June 2020, 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 Guardian Pipeline Form of Service Agreement for Rate Schedule EAW - Firm (FW2002), effective February 29, 2008, as amended and restated on June 3, 2019, as amended (hereafter "Service Agreement"); and

WHEREAS, the Service Agreement for Rate Schedule EAW is linked to Rate Schedule FT-2 Service Agreement No. FT2002; and

WHEREAS, due to administrative efficiency to align the term with Shipper's other service agreements, Shipper and Transporter agree to change the term of the Service Agreement from an April through March period to a November through October period; and

WHEREAS, Shipper and Transporter agree to extend the term of the Service Agreement through October 31, 2024, at a discounted monthly reservation rate of \$0.00 per Dth; and

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

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

Effective November 1, 2020, the existing provisions of the Service Agreement and Exhibits A and C 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 15, 2020, 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.

DocuSigned by:
By: Charles M. Kelley
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Name: Charles M. Kelley

Title: Senior Vice President

Date: 8/15/2020
DocuSigned by:



Wisconsin Gas LLC

By: Sarah Mead
Name: Sarah Mead

Title: Manager of Gas Supply

Date: August 6, 2020

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE EAW

This Service Agreement (Agreement No. FW2002) is made and entered into this 15th day of June, 2020, by and between GUARDIAN PIPELINE, L.L.C. (herein called "Transporter") and WISCONSIN GAS LLC (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 MDDO 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, 2020 and service hereunder will commence on November 1, 2020; thereafter, the term of this Service Agreement will continue in force and effect for a Primary Term through October 31, 2024. 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:

Amended and Restated Service Agreement No. FW2002 dated June 3, 2019.

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.

DocuSigned by:

By:

Charles M. Kelley

E7982675698B4A0...

Printed Name: Charles M. Kelley

Title: Senior Vice President

DocuSigned by:



WISCONSIN GAS LLC (SHIPPER)

By:

Sarah Mead

Printed Name: Sarah Mead 8/6/2020

Title: Manager of Gas Supply

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

Part 9.40
Form of Service Agreement for Rate Schedule EAW
v. 2.0.0 superseding v. 1.0.0
Page 1 of 2

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 GAS LLC ("SHIPPER")

DATED June 15, 2020

TOTAL BASE MDQ 1/: 90,105
EAW Point: Wisconsin Gas Pool

TOTAL MDQ + FUEL:* 90,449

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	0 Dth/day	0 Dth/day
Joliet Vector	90,105 Dth/day	90,449 Dth/day
Wisconsin Gas Pool	0 Dth/day	0 Dth/day

TOTAL PRIMARY POINT(S) OF RECEIPT MDQ: 90,105

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 Vector	9,011 Dth/day	9,045 Dth/day

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 Gas Pool	90,105 Dth/day	90,449 Dth/day

TOTAL PRIMARY POINT(S) OF DELIVERY MDQ: 90,105

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

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

Part 9.40
Form of Service Agreement for Rate Schedule EAW
v. 2.0.0 superseding v. 1.0.0
Page 2 of 2

RIGHT OF FIRST REFUSAL 1/: YES ☒ NO ☐

Linked to Rate Schedule FT-2 Service Agreement No. FT2002

* = "+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, 2020 through October 31, 2024.

Supersedes Exhibit "A" Dated: October 15, 2019.

Agreement No. FW2002

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

Period	Total Base MDQ (Dth /day)	Right of First Refusal (ROFR)
11/01/2020 – 10/31/2021	90,105	Not Applicable
11/01/2021 – 10/31/2024	72,085	Contractual ROFR*

* For purposes of this Service Agreement a "Contractual ROFR" is a right of first refusal that Transporter agrees to provide to a Shipper when the Shipper does not otherwise qualify for a right of first refusal as described in Part 8, Section 23 of Transporter's Tariff. Transporter agrees to provide Shipper a right of first refusal for this Discounted Rate which would otherwise not qualify for a right of first refusal. Such Contractual ROFR shall be based on the volumes at the expiration of the term, which is currently October 31, 2024.

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 EAW
v. 2.0.0 superseding v. 1.0.0
Page 1 of 1

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 GAS LLC ("SHIPPER")

DATED June 15, 2020

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, 2020 and continuing until October 31, 2024. 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: June 3, 2019.

Agreement No. FW2002

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, 2020

Tariff Record Title: Wisconsin Electric Power Company MA0001 Amendment 2

Option Code: A

Other Information: Part 22.1, version 4.0.0 superseding version 3.0.0

Agreement # MA0001

Amendment # 2

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

This Amendment # 2 is entered into as of this 15th day of June, 2020, by and between Guardian Pipeline, L.L.C., hereafter referred to as "Transporter," and Wisconsin Electric Power Company, hereafter referred to as "Aggregator."

WHEREAS, Aggregator and Transporter have entered into a Guardian Pipeline Form of Service Agreement under Rate Schedule MA (MA0001) effective February 29, 2008, as amended and restated on July 28, 2009, hereafter referred to as "Service Agreement"; and

WHEREAS, the Service Agreement for Rate Schedule MA is linked to Rate Schedule FT-2 Service Agreement No. FT2001; and

WHEREAS, Aggregator and Transporter agree to extend the term of the Service Agreement through October 31, 2024, at a discounted monthly reservation rate of \$0.00 per Dth; and

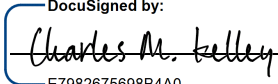
WHEREAS, Aggregator and Transporter agree to amend the Service Agreement's Total Maximum Aggregation Quantity;

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

Effective November 1, 2020, 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 MA and Exhibits A and C dated June 15, 2020, 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:  _____
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Name: Charles M. Kelley

Title: Senior Vice President

Date: 8/15/2020

DocuSigned by:



Wisconsin Electric Power Company

By:  _____

Name: Sarah Mead

Title: Manager of Gas Supply

Date: August 6, 2020

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MA

This Service Agreement (Agreement No. MA0001) is made and entered into this 15th day of June, 2020 by and between GUARDIAN PIPELINE, L.L.C. (herein called "Transporter,") and WISCONSIN ELECTRIC POWER COMPANY, (herein called "Aggregator")

WHEREAS, Aggregator desires to purchase market aggregation service from Transporter;

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

ARTICLE I
SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof and of Transporter's Rate Schedule MA and of the GT&C, Transporter agrees to permit Aggregator to aggregate nominated quantities of gas from delivery points it operates on Transporter's system to a Market Aggregation Point (MA Point) specified on Exhibit "A" hereto which Exhibit "A" shall be deemed to be a part of this Service Agreement. Exhibit "A" shall also specify the Maximum Aggregation Quantity and Delivery Points.

ARTICLE II
TERM OF AGREEMENT

- 2.1 This Service Agreement shall become effective on November 1, 2020 and service hereunder will commence on November 1, 2020; thereafter, the term of this Service Agreement will continue in force and effect for a primary term through October 31, 2024 ("Primary Term"). 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 Aggregator 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 Aggregator shall pay for such early termination all, or such lesser portion as Transporter agrees to, of the reservation charge otherwise recoverable by Transporter from Aggregator for the balance of the contractual term absent such early termination. To the extent that Transporter and Aggregator 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 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 Aggregator agrees to and shall pay Transporter all applicable maximum rates, and charges provided for in Rate Schedule MA 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 Aggregator 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 MA 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 Aggregator agrees that Transporter shall have a 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 MA; (ii) the terms and conditions of service for Transporter's Rate Schedule MA pursuant to which service hereunder is rendered; and/or (iii) any provision of the GT&C applicable to service under Rate Schedule MA. Transporter agrees that Aggregator 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 aggregation 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

Aggregator acknowledges and agrees that (a) Transporter is a Delaware limited liability company, (b) Aggregator 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 Aggregator shall provide Transporter with a waiver of subrogation of Aggregator'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 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. MA0001 dated July 28, 2009.

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 Aggregator.

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, the day and year first above written.

GUARDIAN PIPELINE, L.L.C.

DocuSigned by:

By:

Charles M. Kelley

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Printed Name: Charles M. Kelley

DocuSigned by:



Title: Senior Vice President

WISCONSIN ELECTRIC POWER COMPANY (AGGREGATOR)

By:

Sarah Mead

Printed Name: Sarah Mead 8/6/2020

Title: Manager of Gas Supply

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

Part 9.42
Form of Service Agreement for Rate Schedule MA
v. 3.0.0 superseding v. 2.0.0
Page 1 of 1

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MA

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

WISCONSIN ELECTRIC POWER COMPANY ("AGGREGATOR")

DATED June 15, 2020

Maximum Aggregation Quantity 1/: 201,656 Dth/day

<u>MA Point</u>	<u>Location Code</u>
Wisconsin Electric MA Point	359488

Delivery Point(s)	Location Code	Designated Balancing Point (Check One)
Walworth	359493	
Bluff Creek WG	359490	
Rockvale	359488	X
Fox Valley	778102	

Linked to Rate Schedule(s) FT-2 Service Agreement No(s) FT2001.

RIGHT OF FIRST REFUSAL 1/: YES ☒ NO ☐

The service effective date of this Exhibit "A" is November 1, 2020 through October 31, 2024.

Supersedes Exhibit "A" Dated: September 1, 2009.

Agreement No. MA0001

1/ The Maximum Aggregation Quantity and the Right of First Refusal for the Primary Term are as follows:

Period	Total Maximum Aggregation Quantity (Dth /day)	Right of First Refusal (ROFR)
11/01/2020 – 10/31/2021	201,656	Not Applicable
11/01/2021 – 10/31/2024	161,325	Contractual ROFR*

* For purposes of this Service Agreement a "Contractual ROFR" is a right of first refusal that Transporter agrees to provide to a Shipper when the Shipper does not otherwise qualify for a right of first refusal as described in Part 8, Section 23 of Transporter's Tariff. Transporter agrees to provide Shipper a right of first refusal for this Discounted Rate which would otherwise not qualify for a right of first refusal. Such Contractual ROFR shall be based on the volumes at the expiration of the term, which is currently October 31, 2024.

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

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

Part 9.42
Form of Service Agreement for Rate Schedule MA
v. 3.0.0 superseding v. 2.0.0
Page 1 of 1

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MA

EXHIBIT "C"
TO MARKET AGGREGATION AGREEMENT
Rate Schedule MA

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

WISCONSIN ELECTRIC POWER COMPANY ("AGGREGATOR")

DATED June 15, 2020

Aggregator and Transporter agree to a discounted rate in accordance with Subsection 3.1 of Rate Schedule MA and agree that Aggregator will be billed and pay the charges specified below for the period commencing November 1, 2020 and continuing until October 31, 2024. Except as specified below, Aggregator shall pay all other applicable charges pursuant to the Transporter's FERC Gas Tariff, as revised from time to time. Aggregator acknowledges that this election rate constitutes waiver of the applicable recourse rates available to it under Rate Schedule MA.

Specification of Discounted Rate:

Transporter and Aggregator agree that the MA Rate shall be discounted as indicated below:

Discounted Rate:

Rate Type: Contract

Quantity:

Quantity Level:

Time Period: Start Date End Date

Contract: Discounted 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:

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

Supersedes Exhibit "C" Dated: N/A.

Agreement No. MA0001

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, 2020

Tariff Record Title: Wisconsin Gas LLC Executed Agreement MA0002 Amendment 2

Option Code: A

Other Information: Part 23.1, version 4.0. 0 superseding version 3.0.0

Agreement # MA0002
Amendment # 2

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

This Amendment # 2 is entered into as of this 15th day of June, 2020, by and between Guardian Pipeline, L.L.C., hereafter referred to as "Transporter," and Wisconsin Gas LLC, hereafter referred to as "Aggregator."

WHEREAS, Aggregator and Transporter have entered into a Guardian Pipeline Form of Service Agreement under Rate Schedule MA (MA0002) effective February 29, 2008, as amended and restated on July 28, 2009, hereafter referred to as "Service Agreement"; and

WHEREAS, the Service Agreement for Rate Schedule MA is linked to Rate Schedule FT-2 Service Agreement No. FT2002; and

WHEREAS, Aggregator and Transporter agree to extend the term of the Service Agreement through October 31, 2024, at a discounted monthly reservation rate of \$0.00 per Dth; and

WHEREAS, Aggregator and Transporter agree to amend the Service Agreement's Total Maximum Aggregation Quantity;

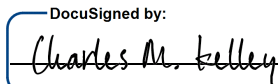
NOW THEREFORE, in consideration of their respective covenants and agreements hereinafter set out, the parties hereto covenant and agree as follows:

Effective November 1, 2020, 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 MA and Exhibits A and C dated June 15, 2020, 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.

Wisconsin Gas LLC

By:  _____
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By:  _____

Name: Charles M. Kelley

Name: Sarah Mead

Title: Senior Vice President

Title: Manager of Gas Supply

Date: 8/15/2020

Date: August 6, 2020

DocuSigned by:



FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MA

This Service Agreement (Agreement No. MA0002) is made and entered into this 15th day of June, 2020 by and between GUARDIAN PIPELINE, L.L.C. (herein called "Transporter,") and WISCONSIN GAS LLC, (herein called "Aggregator")

WHEREAS, Aggregator desires to purchase market aggregation service from Transporter;

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

ARTICLE I
SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof and of Transporter's Rate Schedule MA and of the GT&C, Transporter agrees to permit Aggregator to aggregate nominated quantities of gas from delivery points it operates on Transporter's system to a Market Aggregation Point (MA Point) specified on Exhibit "A" hereto which Exhibit "A" shall be deemed to be a part of this Service Agreement. Exhibit "A" shall also specify the Maximum Aggregation Quantity and Delivery Points.

ARTICLE II
TERM OF AGREEMENT

- 2.1 This Service Agreement shall become effective on November 1, 2020 and service hereunder will commence on November 1, 2020; thereafter, the term of this Service Agreement will continue in force and effect for a primary term through October 31, 2024 ("Primary Term"). 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 Aggregator 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 Aggregator shall pay for such early termination all, or such lesser portion as Transporter agrees to, of the reservation charge otherwise recoverable by Transporter from Aggregator for the balance of the contractual term absent such early termination. To the extent that Transporter and Aggregator 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 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 Aggregator agrees to and shall pay Transporter all applicable maximum rates, and charges provided for in Rate Schedule MA 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 Aggregator 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 MA 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 Aggregator agrees that Transporter shall have a 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 MA; (ii) the terms and conditions of service for Transporter's Rate Schedule MA pursuant to which service hereunder is rendered; and/or (iii) any provision of the GT&C applicable to service under Rate Schedule MA. Transporter agrees that Aggregator 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 aggregation 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

Aggregator acknowledges and agrees that (a) Transporter is a Delaware limited liability company, (b) Aggregator 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 Aggregator shall provide Transporter with a waiver of subrogation of Aggregator'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
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. MA0002 dated July 28, 2009.

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 Aggregator.

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, the day and year first above written.

GUARDIAN PIPELINE, L.L.C.

DocuSigned by:

By:

Charles M. Kelley

E7982675698B4A0...

Printed Name: Charles M. Kelley

DocuSigned by:



Title: Senior Vice President

WISCONSIN GAS LLC (AGGREGATOR)

By:

Sarah Mead

Printed Name: Sarah Mead 8/6/2020

Title: Manager of Gas Supply

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

Part 9.42
Form of Service Agreement for Rate Schedule MA
v. 3.0.0 superseding v. 2.0.0
Page 1 of 1

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MA

EXHIBIT "A"
to
SERVICE AGREEMENT UNDER RATE SCHEDULE MA
BETWEEN
GUARDIAN PIPELINE, L.L.C.
("TRANSPORTER") AND
WISCONSIN GAS LLC ("AGGREGATOR")

DATED June 15, 2020

Maximum Aggregation Quantity 1/: 90,105 Dth/day

<u>MA Point</u>	<u>Location Code</u>
Wisconsin Gas MA Point	778098

Delivery Point(s)	Location Code	Designated Balancing Point (Check One)
Rubicon	778098	X
Fox Valley	778102	

Linked to Rate Schedule(s) FT-2 Service Agreement No(s) FT2002.

RIGHT OF FIRST REFUSAL 1/: YES ☒ NO ☐

The service effective date of this Exhibit "A" is November 1, 2020 through October 31, 2024.

Supersedes Exhibit "A" Dated: September 1, 2009.

Agreement No. MA0002

1/ The Maximum Aggregation Quantity and the Right of First Refusal for the Primary Term are as follows:

Period	Total Maximum Aggregation Quantity (Dth /day)	Right of First Refusal (ROFR)
11/01/2020 – 10/31/2021	90,105	Not Applicable
11/01/2021 – 10/31/2024	72,085	Contractual ROFR*

* For purposes of this Service Agreement a "Contractual ROFR" is a right of first refusal that Transporter agrees to provide to a Shipper when the Shipper does not otherwise qualify for a right of first refusal as described in Part 8, Section 23 of Transporter's Tariff. Transporter agrees to provide Shipper a right of first refusal for this Discounted Rate which would otherwise not qualify for a right of first refusal. Such Contractual ROFR shall be based on the volumes at the expiration of the term, which is currently October 31, 2024.

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

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

Part 9.42
Form of Service Agreement for Rate Schedule MA
v. 3.0.0 superseding v. 2.0.0
Page 1 of 1

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MA

EXHIBIT "C"
TO MARKET AGGREGATION AGREEMENT
Rate Schedule MA

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

WISCONSIN GAS LLC ("AGGREGATOR")

DATED June 15, 2020

Aggregator and Transporter agree to a discounted rate in accordance with Subsection 3.1 of Rate Schedule MA and agree that Aggregator will be billed and pay the charges specified below for the period commencing November 1, 2020 and continuing until October 31, 2024. Except as specified below, Aggregator shall pay all other applicable charges pursuant to the Transporter's FERC Gas Tariff, as revised from time to time. Aggregator acknowledges that this election rate constitutes waiver of the applicable recourse rates available to it under Rate Schedule MA.

Specification of Discounted Rate:

Transporter and Aggregator agree that the MA Rate shall be discounted as indicated below:

Discounted Rate:

Rate Type: Contract

Quantity:

Quantity Level:

Time Period: Start Date End Date

Contract: Discounted 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:

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

Supersedes Exhibit "C" Dated: N/A.

Agreement No. MA0002

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 Amendment 79	3.2	Non-Conforming
Reserved for Future Use			
Wisconsin Electric Power Company	RW0068 Amendment 10	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 5	6.1	Negotiated Rate
Reserved for Future Use		6.2	
Wisconsin Electric Power Company	GP1608 Amendment 5	7.1	Negotiated Rate
Reserved for Future Use		8.1	
Wisconsin Gas LLC	RW0074 Amendment 5	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 1517	10.2	Non-Conforming
Reserved for Future Use Wisconsin Electric Power Company	FT2001 Amendment 5	11.1	Non-Conforming
Reserved for Future Use Wisconsin Gas LLC	FT2002 Amendment 8	12.1	Non-Conforming
Reserved for Future Use Wisconsin Public Service Corporation	FT2003 Amendment 8	13.1	Non-Conforming
Reserved for Future Use		14.1	
Wisconsin Electric Power Company	GP1612 Amendment 3	15.1	Negotiated Rate
Wisconsin Electric Power Company	GP1613 Amendment 3	16.1	Negotiated Rate
Wisconsin Public Service Corporation	GP1614 Amendment 1	17.1	Negotiated Rate

Wisconsin Public Service Corporation	GP1615 Amendment 1	18.1	Negotiated Rate
Reserved for Future Use Wisconsin Electric Power Company	FW2001 Amendment 12	19.1	Non-Conforming
Reserved for Future Use Wisconsin Gas LLC	FW0001 Amendment 20	20.1	Non-Conforming
Reserved for Future Use Wisconsin Gas LLC	FW2002 Amendment 9	21.1	Non-Conforming
Reserved for Future Use Wisconsin Electric Power Company	MA0001 Amendment 2	22.1	Non-Conforming
Reserved for Future Use Wisconsin Gas LLC	MA0002 Amendment 2	23.1	Non-Conforming
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

For Informational Purposes Only

(redlined non-conforming provision)

Appendix C

Exhibits A and C

Amendments 8 and 9

for

Agreement RT0183

(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 May 8, 2020

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 Electric 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, 2020 through October 31, 2024.

Supersedes Exhibit "A" Dated: June 3, 2019.

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 MDQ and the Right of First Refusal for the Primary Term are identified by year in Exhibit C.

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 ELECTRIC POWER COMPANY ("SHIPPER")

DATED July 1, 2020

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, 2020 and continuing until October 31, 2024. 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:

<u>Period</u>	<u>MDQ (Dth /day)</u>	<u>Monthly Reservation Rate</u>	<u>Right of First Refusal (ROFR)*</u>
<u>11/01/2020 – 10/31/2021</u>	<u>69,410</u>	<u>\$ 3.6500 (Discounted Rate)</u>	<u>Not Applicable</u>
	<u>118,800</u>	<u>\$ 4.6641 (Maximum Tariff Rate)</u>	<u>Not Applicable</u>
<u>11/01/2021 – 10/31/2022</u>	<u>29,810</u>	<u>\$ 3.6500 (Discounted Rate)</u>	<u>Not Applicable</u>
	<u>158,400</u>	<u>\$ 4.6641 (Maximum Tariff Rate)</u>	<u>Not Applicable</u>
<u>11/01/2022 – 10/31/2023</u>	<u>188,210</u>	<u>\$ 4.6641 (Maximum Tariff Rate)</u>	<u>Not Applicable</u>
<u>11/01/2023 – 10/31/2024</u>	<u>188,210</u>	<u>\$ 4.6641 (Maximum Tariif Rate)</u>	<u>Tariff ROFR</u>

*As described in Part 8, Section 23 of Transporter's Tariff, "Tariff ROFR" determination is made at the expiration of a firm Service Agreement. For purposes of this Service Agreement a "Contractual ROFR" is a right of first refusal that Transporter agrees to provide to a Shipper when the Shipper does not otherwise qualify for a right of first refusal as described in Section 23 of Transporter's Tariff. Transporter agrees to provide Shipper a right of first refusal for this Discounted Rate which would otherwise not qualify for a right of first refusal. Such Contractual ROFR shall be based on the volumes at the expiration of the term, which is currently October 31, 2024. The 39,600 of MDQ expiring on 10/31/21 and the 29,810 of MDQ expiring on 10/31/22 will be associated with the Discounted Rate with no Contractual ROFR applicable upon each annual expiration.

Supersedes Exhibit "C" Dated: May 8, 2020.

Agreement No. RT0183

Appendix C
Exhibits A and C
Amendment 16 and 17
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 May 8, 2020

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, 2020 through October 31, 2024.

Supersedes Exhibit "A" Dated: June 3, 2019.

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 MDQ and the Right of First Refusal for the Primary Term are identified by year in Exhibit C.

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 July 1, 2020

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, 2020 and continuing until October 31, 2024. 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:

<u>Period</u>	<u>MDQ (Dth /day)</u>	<u>Monthly Reservation Rate</u>	<u>Right of First Refusal (ROFR)*</u>
<u>11/01/2020 – 10/31/2021</u>	<u>180,800</u>	<u>\$ 3.6500 (Discounted Rate)</u>	<u>Not Applicable</u>
	<u>271,200</u>	<u>\$ 4.6641 (Maximum Tariff Rate)</u>	<u>Not Applicable</u>
<u>11/01/2021 – 10/31/2022</u>	<u>90,400</u>	<u>\$ 3.6500 (Discounted Rate)</u>	<u>Not Applicable</u>
	<u>342,951</u>	<u>\$ 4.6641 (Maximum Tariff Rate)</u>	<u>Not Applicable</u>
<u>11/01/2022 – 10/31/2023</u>	<u>433,351</u>	<u>\$ 4.6641 (Maximum Tariff Rate)</u>	<u>Not Applicable</u>
<u>11/01/2023 – 10/31/2024</u>	<u>433,351</u>	<u>\$ 4.6641 (Maximum Tariff Rate)</u>	<u>Tariff ROFR</u>

*As described in Part 8, Section 23 of Transporter's Tariff, "Tariff ROFR" determination is made at the expiration of a firm Service Agreement. For purposes of this Service Agreement a "Contractual ROFR" is a right of first refusal that Transporter agrees to provide to a Shipper when the Shipper does not otherwise qualify for a right of first refusal as described in Section 23 of Transporter's Tariff. Transporter agrees to provide Shipper a right of first refusal for this Discounted Rate which would otherwise not qualify for a right of first refusal. Such Contractual ROFR shall be based on the volumes at the expiration of the term, which is currently October 31, 2024. The 90,400 of MDQ expiring each period on 10/31/21 and 10/31/22 will be associated with the Discounted Rate with no Contractual ROFR applicable upon each annual expiration.

Supersedes Exhibit "C" Dated: May 8, 2020.

Agreement No. FT0001

Appendix C
Exhibits A and C
Amendments 4 and 5
for
Agreement FT2001
(redlined non-conforming provisions)

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-2

EXHIBIT "A"
to
SERVICE AGREEMENT UNDER
FIRM RATE SCHEDULE FT-2
BETWEEN
GUARDIAN PIPELINE, L.L.C.
("TRANSPORTER")
AND

WISCONSIN ELECTRIC POWER COMPANY ("SHIPPER")

DATED May 8, 2020

RIGHT OF FIRST REFUSAL 2/: YES ☒ NO ☐

TOTAL MDQ 2/: 201,656

FIRM PRIMARY POINT(S) OF RECEIPT 1/

<u>POINT(S) OF RECEIPT</u>	<u>MDRO</u>
Wisconsin Electric Pool	201,656

TOTAL PRIMARY POINT(S) OF RECEIPT MDQ: 201,656

DESIGNATED LIMITED NOTICE POINT(S) OF RECEIPT 1/

<u>POINT(S) OF RECEIPT</u>	<u>MDRO</u>
Wisconsin Electric Pool	20,166

FIRM PRIMARY POINT(S) OF DELIVERY 1/

<u>POINT(S) OF DELIVERY</u>	<u>MDDO</u>	<u>MINIMUM PRESSURE</u>
Bluff Creek WG	143,856	675 psig
Fox Valley	57,800	575 psig
Walworth	0	600 psig
Rockvale	0	675 psig

TOTAL PRIMARY POINT(S) OF DELIVERY MDQ: 201,656

The service effective date of this Exhibit "A" is November 1, 2020 through October 31, 2024.

Supersedes Exhibit "A" Dated: June 3, 2019.

Agreement No. FT2001

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 MDQ and the Right of First Refusal for the Primary Term are identified by year in Exhibit C.

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

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-2

EXHIBIT "C"
TO FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-2

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

WISCONSIN ELECTRIC POWER COMPANY ("SHIPPER")

DATED July 1, 2020

Shipper and Transporter agree to a discounted rate in accordance with Subsection 5.1 of Rate Schedule FT-2 and agree that Shipper will be billed and pay the charges specified below for the period commencing November 1, 2020 and continuing until October 31, 2024. 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-2.

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:

<u>Period</u>	<u>MDQ (Dth /day)</u>	<u>Monthly Reservation Rate</u>	<u>Right of First Refusal (ROFR)*</u>
<u>11/01/2020 – 10/31/2021</u>	<u>161,325</u>	<u>\$ 5.8795 (Discounted Rate)</u>	<u>Not Applicable</u>
	<u>40,331</u>	<u>\$ 6.7032 (Maximum Tariff Rate)</u>	<u>Not Applicable</u>
<u>11/01/2021 – 10/31/2022</u>	<u>120,994</u>	<u>\$ 5.9404 (Discounted Rate)</u>	<u>Not Applicable</u>
	<u>40,331</u>	<u>\$ 6.7032 (Maximum Tariff Rate)</u>	<u>Not Applicable</u>
<u>11/01/2022 – 10/31/2023</u>	<u>80,662</u>	<u>\$ 5.9982 (Discounted Rate)</u>	<u>Not Applicable</u>
	<u>80,663</u>	<u>\$ 6.7032 (Maximum Tariff Rate)</u>	<u>Not Applicable</u>
<u>11/01/2023 – 10/31/2024</u>	<u>40,331</u>	<u>\$ 6.0590 (Discounted Rate)</u>	<u>Contractual ROFR</u>
	<u>120,994</u>	<u>\$ 6.7032 (Maximum Tariff Rate)</u>	<u>Tariff ROFR</u>

*As described in Part 8, Section 23 of Transporter's Tariff, "Tariff ROFR" determination is made at the expiration of a firm Service Agreement. For purposes of this Service Agreement a "Contractual ROFR" is a right of first refusal that Transporter agrees to provide to a Shipper when the Shipper does not otherwise qualify for a right of first refusal as described in Section 23 of Transporter's Tariff. Transporter agrees to provide Shipper a right of first refusal for this Discounted Rate which would otherwise not qualify for a right of first refusal. Such Contractual ROFR shall be based on the volumes at the expiration of the term, which is currently October 31, 2024. The 40,331 of MDQ expiring each period on 10/31 will be associated with the Discounted Rate with no Contractual ROFR applicable upon each annual expiration.

Supersedes Exhibit "C" Dated: May 8, 2020.

Agreement No. FT2001

Appendix C
Exhibits A and C
Amendments 7 and 8
for
Agreement FT2002
(redlined non-conforming provisions)

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-2

EXHIBIT "A"
to
SERVICE AGREEMENT UNDER
FIRM RATE SCHEDULE FT-2
BETWEEN
GUARDIAN PIPELINE, L.L.C.
("TRANSPORTER")
AND

WISCONSIN GAS LLC ("SHIPPER")

DATED May 8, 2020

RIGHT OF FIRST REFUSAL 2/: YES ☒ NO ☐

TOTAL MDQ 2/: 90,105

FIRM PRIMARY POINT(S) OF RECEIPT 1/

<u>POINT(S) OF RECEIPT</u>	<u>MDRO</u>
Wisconsin Gas Pool	90,105

TOTAL PRIMARY POINT(S) OF RECEIPT MDQ: 90,105

DESIGNATED LIMITED NOTICE POINT(S) OF RECEIPT 1/

<u>POINT(S) OF RECEIPT</u>	<u>MDRO</u>
Wisconsin Gas Pool	9,011

FIRM PRIMARY POINT(S) OF DELIVERY 1/

<u>POINT(S) OF DELIVERY</u>	<u>MDDO</u>	<u>MINIMUM PRESSURE</u>
Bluff Creek WG	20,618	675 psig
Fox Valley	28,705	575 psig
Rubicon	40,782	575 psig

TOTAL PRIMARY POINT(S) OF DELIVERY MDQ: 90,105

The service effective date of this Exhibit "A" is November 1, 2020 through October 31, 2024.

Supersedes Exhibit "A" Dated: June 3, 2019.

Agreement No. FT2002

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 MDQ and the Right of First Refusal for the Primary Term are identified by year in Exhibit C.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-2

EXHIBIT "C"
TO FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-2

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

WISCONSIN GAS LLC ("SHIPPER")

DATED July 1, 2020

Shipper and Transporter agree to a discounted rate in accordance with Subsection 5.1 of Rate Schedule FT-2 and agree that Shipper will be billed and pay the charges specified below for the period commencing November 1, 2020 and continuing until October 31, 2024. 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-2.

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:

<u>Period</u>	<u>MDQ (Dth /day)</u>	<u>Monthly Reservation Rate</u>	<u>Right of First Refusal (ROFR)*</u>
<u>11/01/2020 – 10/31/2021</u>	<u>72,084</u>	<u>\$ 5.8795 (Discounted Rate)</u>	<u>Not Applicable</u>
	<u>18,021</u>	<u>\$ 6.7032 (Maximum Tariff Rate)</u>	<u>Not Applicable</u>
<u>11/01/2021 – 10/31/2022</u>	<u>54,064</u>	<u>\$ 5.9404 (Discounted Rate)</u>	<u>Not Applicable</u>
	<u>18,021</u>	<u>\$ 6.7032 (Maximum Tariff Rate)</u>	<u>Not Applicable</u>
<u>11/01/2022 – 10/31/2023</u>	<u>36,042</u>	<u>\$ 5.9982 (Discounted Rate)</u>	<u>Not Applicable</u>
	<u>36,043</u>	<u>\$ 6.7032 (Maximum Tariff Rate)</u>	<u>Not Applicable</u>
<u>11/01/2023 – 10/31/2024</u>	<u>18,021</u>	<u>\$ 6.0590 (Discounted Rate)</u>	<u>Contractual ROFR</u>
	<u>54,064</u>	<u>\$ 6.7032 (Maximum Tariff Rate)</u>	<u>Tariff ROFR</u>

*As described in Part 8, Section 23 of Transporter's Tariff, "Tariff ROFR" determination is made at the expiration of a firm Service Agreement. For purposes of this Service Agreement a "Contractual ROFR" is a right of first refusal that Transporter agrees to provide to a Shipper when the Shipper does not otherwise qualify for a right of first refusal as described in Section 23 of Transporter's Tariff. Transporter agrees to provide Shipper a right of first refusal for this Discounted Rate which would otherwise not qualify for a right of first refusal. Such Contractual ROFR shall be based on the volumes at the expiration of the term, which is currently October 31, 2024. The 18,021 of MDQ expiring each period on 10/31 will be associated with the Discounted Rate with no Contractual ROFR applicable upon each annual expiration.

Supersedes Exhibit "C" Dated: May 8, 2020.

Agreement No. FT2002

Appendix C
Exhibits A and C
Amendments 7 and 8
for
Agreement FT2003
(redlined non-conforming provisions)

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-2

EXHIBIT "A"
to
SERVICE AGREEMENT UNDER
FIRM RATE SCHEDULE FT-2
BETWEEN
GUARDIAN PIPELINE, L.L.C.
("TRANSPORTER")
AND

WISCONSIN PUBLIC SERVICE CORPORATION ("SHIPPER")

DATED May 8, 2020

RIGHT OF FIRST REFUSAL 2/: YES ☒ NO ☐

TOTAL MDQ 2/: 181,245

FIRM PRIMARY POINT(S) OF RECEIPT 1/

<u>POINT(S) OF RECEIPT</u>	<u>MDRO</u>
Wisconsin Public Service Pool	181,245

TOTAL PRIMARY POINT(S) OF RECEIPT MDQ: 181,245

DESIGNATED LIMITED NOTICE POINT(S) OF RECEIPT 1/

<u>POINT(S) OF RECEIPT</u>	<u>MDRO</u>
Wisconsin Public Service Pool	18,125

FIRM PRIMARY POINT(S) OF DELIVERY 1/

<u>POINT(S) OF DELIVERY</u>	<u>MDDO</u>	<u>MINIMUM PRESSURE</u>
Sheboygan	35,605	575 psig
Denmark	40,400	550 psig
Chilton	4,835	575 psig
SW Greenbay	39,780	550 psig
West Greenbay	60,625	550 psig

TOTAL PRIMARY POINT(S) OF DELIVERY MDQ: 181,245

The service effective date of this Exhibit "A" is November 1, 2020 through October 31, 2024.

Supersedes Exhibit "A" Dated: February 24, 2020.

Agreement No. FT2003

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 MDQ and the Right of First Refusal for the Primary Term are identified by year in Exhibit C.

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

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-2

EXHIBIT "C"
TO FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-2

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

WISCONSIN PUBLIC SERVICE CORPORATION ("SHIPPER")

DATED July 1, 2020

Shipper and Transporter agree to a discounted rate in accordance with Subsection 5.1 of Rate Schedule FT-2 and agree that Shipper will be billed and pay the charges specified below for the period commencing November 1, 2020 and continuing until October 31, 2024. 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-2.

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:

<u>Period</u>	<u>MDQ (Dth /day)</u>	<u>Monthly Reservation Rate</u>	<u>Right of First Refusal (ROFR)*</u>
<u>11/1/2020 – 10/31/2021</u>	<u>164,196</u>	<u>\$ 5.9587 (Discounted Rate)</u>	<u>Not Applicable</u>
	<u>17,049</u>	<u>\$ 6.7032 (Maximum Tariff Rate)</u>	<u>Not Applicable</u>
<u>11/1/2021 – 10/31/2022</u>	<u>123,147</u>	<u>\$ 6.0196 (Discounted Rate)</u>	<u>Not Applicable</u>
	<u>58,098</u>	<u>\$ 6.7032 (Maximum Tariff Rate)</u>	<u>Not Applicable</u>
<u>11/1/2022 – 10/31/2023</u>	<u>82,098</u>	<u>\$ 6.0774 (Discounted Rate)</u>	<u>Not Applicable</u>
	<u>99,147</u>	<u>\$ 6.7032 (Maximum Tariff Rate)</u>	<u>Not Applicable</u>
<u>11/1/2023 – 10/31/2024</u>	<u>41,049</u>	<u>\$ 6.1382 (Discounted Rate)</u>	<u>Contractual ROFR</u>
	<u>140,196</u>	<u>\$ 6.7032 (Maximum Tariff Rate)</u>	<u>Tariff ROFR</u>

*As described in Part 8, Section 23 of Transporter's Tariff, "Tariff ROFR" determination is made at the expiration of a firm Service Agreement. For purposes of this Service Agreement a "Contractual ROFR" is a right of first refusal that Transporter agrees to provide to a Shipper when the Shipper does not otherwise qualify for a right of first refusal as described in Section 23 of Transporter's Tariff. Transporter agrees to provide Shipper a right of first refusal for this Discounted Rate which would otherwise not qualify for a right of first refusal. Such Contractual ROFR shall be based on the volumes at the expiration of the term, which is currently October 31, 2024. The 41,049 of MDQ expiring each period on 10/31 will be associated with the Discounted Rate with no Contractual ROFR applicable upon each annual expiration.

Supersedes Exhibit "C" Dated: May 8, 2020.

Agreement No. FT2003

Appendix C

Exhibit A

Amendment 12

for

Agreement FW2001

(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 15, 2020

TOTAL BASE MDQ 1: 201,656
EAW Point: Wisconsin Electric Pool

TOTAL MDQ + FUEL*: 202,425

FIRM PRIMARY POINT(S) OF RECEIPT

<u>POINT(S) OF RECEIPT</u>	<u>BASE MDRO</u>	<u>MDRO + FUEL*</u>
Joliet MGT	3,500 Dth/day	3,513 Dth/day
Joliet NGPL	0 Dth/day	0 Dth/day
Joliet NBPL	0 Dth/day	0 Dth/day
Joliet ANR	7,056 Dth/day	7,083 Dth/day
Joliet Peoples	0 Dth/day	0 Dth/day
Joliet Alliance	0 Dth/day	0 Dth/day
Joliet Vector	191,100 Dth/day	191,829 Dth/day
Wisconsin Electric Pool	0 Dth/day	0 Dth/day

TOTAL PRIMARY POINT(S) OF RECEIPT MDQ: 201,656

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 Vector	20,166 Dth/day	20,243 Dth/day

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	201,656 Dth/day	202,425 Dth/day

TOTAL PRIMARY POINT(S) OF DELIVERY MDQ: 201,656

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

RIGHT OF FIRST REFUSAL 1/: YES ☒ NO ☐

Linked to Rate Schedule FT-2 Service Agreement No. FT2001

* = "+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, 2020 through October 31, 2024.

Supersedes Exhibit "A" Dated: October 15, 2019.

Agreement No. FW2001

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

<u>Period</u>	<u>Total Base MDQ (Dth /day)</u>	<u>Right of First Refusal (ROFR)</u>
<u>11/01/2020 – 10/31/2021</u>	<u>201,656</u>	<u>Not Applicable</u>
<u>11/01/2021 – 10/31/2024</u>	<u>161,325</u>	<u>Contractual ROFR*</u>

* For purposes of this Service Agreement a "Contractual ROFR" is a right of first refusal that Transporter agrees to provide to a Shipper when the Shipper does not otherwise qualify for a right of first refusal as described in Part 8, Section 23 of Transporter's Tariff. Transporter agrees to provide Shipper a right of first refusal for this Discounted Rate which would otherwise not qualify for a right of first refusal. Such Contractual ROFR shall be based on the volumes at the expiration of the term, which is currently October 31, 2024.

Appendix C

Exhibit A

Amendment 20

for

Agreement FW0001

(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 GAS LLC ("SHIPPER")

DATED June 15, 2020

TOTAL BASE MDQ 1: 452,000
EAW Point: Wisconsin Gas Pool

TOTAL MDQ + FUEL*: 453,724

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	171,600 Dth/day	172,255 Dth/day
Joliet Peoples	0 Dth/day	0 Dth/day
Joliet Alliance	74,000 Dth/day	74,282 Dth/day
Joliet Vector	206,400 Dth/day	207,187 Dth/day
Wisconsin Gas Pool	0 Dth/day	0 Dth/day

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

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 ANR	45,200 Dth/day	45,372 Dth/day

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 Gas Pool	452,000 Dth/day	453,724 Dth/day

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

RIGHT OF FIRST REFUSAL 1/: YES ☒ NO ☐

Linked to Rate Schedule FT-1 Service Agreement No. FT0001

* = "+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, 2020 through October 31, 2024.

Supersedes Exhibit "A" Dated: October 1, 2019.

Agreement No. FW0001

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

<u>Period</u>	<u>Total Base MDQ (Dth /day)</u>	<u>Right of First Refusal (ROFR)</u>
<u>11/01/2020 – 10/31/2021</u>	<u>452,000</u>	<u>Not Applicable</u>
<u>11/01/2021 – 10/31/2024</u>	<u>433,351</u>	<u>Contractual ROFR*</u>

* For purposes of this Service Agreement a "Contractual ROFR" is a right of first refusal that Transporter agrees to provide to a Shipper when the Shipper does not otherwise qualify for a right of first refusal as described in Part 8, Section 23 of Transporter's Tariff. Transporter agrees to provide Shipper a right of first refusal for this Discounted Rate which would otherwise not qualify for a right of first refusal. Such Contractual ROFR shall be based on the volumes at the expiration of the term, which is currently October 31, 2024.

Appendix C
Exhibit A
Amendment 9
for

Agreement FW2002

(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 GAS LLC ("SHIPPER")

DATED June 15, 2020

TOTAL BASE MDQ 1: 90,105
EAW Point: Wisconsin Gas Pool

TOTAL MDQ + FUEL*: 90,449

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	0 Dth/day	0 Dth/day
Joliet Vector	90,105 Dth/day	90,449 Dth/day
Wisconsin Gas Pool	0 Dth/day	0 Dth/day

TOTAL PRIMARY POINT(S) OF RECEIPT MDQ: 90,105

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 Vector	9,011 Dth/day	9,045 Dth/day

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 Gas Pool	90,105 Dth/day	90,449 Dth/day

TOTAL PRIMARY POINT(S) OF DELIVERY MDQ: 90,105

RIGHT OF FIRST REFUSAL 1/: YES ☒ NO ☐

Linked to Rate Schedule FT-2 Service Agreement No. FT2002

* = "+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, 2020 through October 31, 2024.

Supersedes Exhibit "A" Dated: October 15, 2019.

Agreement No. FW2002

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

<u>Period</u>	<u>Total Base MDQ (Dth /day)</u>	<u>Right of First Refusal (ROFR)</u>
<u>11/01/2020 – 10/31/2021</u>	<u>90,105</u>	<u>Not Applicable</u>
<u>11/01/2021 – 10/31/2024</u>	<u>72,085</u>	<u>Contractual ROFR*</u>

* For purposes of this Service Agreement a "Contractual ROFR" is a right of first refusal that Transporter agrees to provide to a Shipper when the Shipper does not otherwise qualify for a right of first refusal as described in Part 8, Section 23 of Transporter's Tariff. Transporter agrees to provide Shipper a right of first refusal for this Discounted Rate which would otherwise not qualify for a right of first refusal. Such Contractual ROFR shall be based on the volumes at the expiration of the term, which is currently October 31, 2024.

Appendix C

Exhibit A

Amendment 2

for

Agreement MA0001

(redlined non-conforming provisions)

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MA

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

WISCONSIN ELECTRIC POWER COMPANY ("AGGREGATOR")

DATED June 15, 2020

Maximum Aggregation Quantity 1/: 201,656 Dth/day

<u>MA Point</u>	<u>Location Code</u>
Wisconsin Electric MA Point	359488

Delivery Point(s)	Location Code	Designated Balancing Point (Check One)
Walworth	359493	
Bluff Creek WG	359490	
Rockvale	359488	X
Fox Valley	778102	

Linked to Rate Schedule(s) FT-2 Service Agreement No(s) FT2001.

RIGHT OF FIRST REFUSAL 1/: YES ☒ NO ☐

The service effective date of this Exhibit "A" is November 1, 2020 through October 31, 2024.

Supersedes Exhibit "A" Dated: September 1, 2009.

Agreement No. MA0001

1/ The Maximum Aggregation Quantity and the Right of First Refusal for the Primary Term are as follows:

<u>Period</u>	<u>Total Maximum Aggregation Quantity</u> <u>(Dth /day)</u>	<u>Right of First Refusal (ROFR)</u>
<u>11/01/2020 – 10/31/2021</u>	<u>201,656</u>	<u>Not Applicable</u>
<u>11/01/2021 – 10/31/2024</u>	<u>161,325</u>	<u>Contractual ROFR*</u>

* For purposes of this Service Agreement a "Contractual ROFR" is a right of first refusal that Transporter agrees to provide to a Shipper when the Shipper does not otherwise qualify for a right of first refusal as described in Part 8, Section 23 of Transporter's Tariff. Transporter agrees to provide Shipper a right of first refusal for this Discounted Rate which would otherwise not qualify for a right of first refusal. Such Contractual ROFR shall be based on the volumes at the expiration of the term, which is currently October 31, 2024.

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

Appendix C
Exhibit A
Amendment 2
for
Agreement MA0002
(redlined non-conforming provisions)

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MA

EXHIBIT "A"
to
SERVICE AGREEMENT UNDER RATE SCHEDULE MA
BETWEEN
GUARDIAN PIPELINE, L.L.C.
("TRANSPORTER") AND
WISCONSIN GAS LLC ("AGGREGATOR")

DATED June 15, 2020

Maximum Aggregation Quantity 1/: 90,105 Dth/day

<u>MA Point</u>	<u>Location Code</u>
Wisconsin Gas MA Point	778098

Delivery Point(s)	Location Code	Designated Balancing Point (Check One)
Rubicon	778098	X
Fox Valley	778102	

Linked to Rate Schedule(s) FT-2 Service Agreement No(s) FT2002.

RIGHT OF FIRST REFUSAL 1/: YES ☒ NO ☐

The service effective date of this Exhibit "A" is November 1, 2020 through October 31, 2024.

Supersedes Exhibit "A" Dated: September 1, 2009.

Agreement No. MA0002

1/ The Maximum Aggregation Quantity and the Right of First Refusal for the Primary Term are as follows:

<u>Period</u>	<u>Total Maximum Aggregation Quantity</u> <u>(Dth /day)</u>	<u>Right of First Refusal (ROFR)</u>
<u>11/01/2020 – 10/31/2021</u>	<u>90,105</u>	<u>Not Applicable</u>
<u>11/01/2021 – 10/31/2024</u>	<u>72,085</u>	<u>Contractual ROFR*</u>

* For purposes of this Service Agreement a "Contractual ROFR" is a right of first refusal that Transporter agrees to provide to a Shipper when the Shipper does not otherwise qualify for a right of first refusal as described in Part 8, Section 23 of Transporter's Tariff. Transporter agrees to provide Shipper a right of first refusal for this Discounted Rate which would otherwise not qualify for a right of first refusal. Such Contractual ROFR shall be based on the volumes at the expiration of the term, which is currently October 31, 2024.

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