

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 Nos. RP21-461-000
RP21-464-000

February 23, 2021

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: Negotiated Rate Parking and Lending Agreements

Dear Mr. Keglovits:

On February 4, 2021 and February 5, 2021, Guardian Pipeline, L.L.C. filed revised tariff records¹ in Docket Nos. RP21-461-000 and RP21-464-000, respectively to reflect three negotiated rate Parking and Lending service agreements with Clearwater Enterprises, L.L.C., Mercuria Energy America, L.L.C. and Morgan Stanley Capital Group Inc. Waiver of the Commission's 30-day notice requirement is granted, the referenced tariff records in Docket No. RP21-461-000 are accepted effective February 4, 2021, and the referenced tariff records in RP21-464-000 are accepted effective February 6, 2021, as proposed.

Public notices of the filings were issued on February 8, 2021 and February 9, 2021, respectively. 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 (2020)), all timely filed motions to intervene and any unopposed motions to intervene filed out-of-time before the issuance date of this order are granted. Granting late intervention at this stage of the proceeding will not disrupt the proceeding

¹ See Appendix.

Docket Nos. RP21-461-000 and RP21-464-000

- 2 -

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 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 (2020).

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

Docket Nos. RP21-461-000 and RP21-464-000

- 3 -

Appendix

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

Tariff records accepted effective February 4, 2021:

Docket No. RP21-461-000

[Part 2.0, Summary of Agreements, 70.0.0](#)

[Part 24.0, Clearwater Enterprises, L.L.C. GN0787, 4.0.0](#)

[Part 24.1, Clearwater Enterprises, L.L.C. Executed Agreement GN0787, 4.0.0](#)

[Part 25.0, Mercuria Energy America, L.L.C. GN0788, 4.0.0](#)

[Part 25.1, Mercuria Energy America, L.L.C. Executed Agreement GN0788, 4.0.0](#)

Docket No. RP21-464-000

Tariff records accepted effective February 6, 2021:

[Part 2.0, Summary of Agreements, 71.0.0](#)

[Part 4.0, Morgan Stanley Capital Group Inc. GN0789, 4.0.0](#)

[Part 4.1, Morgan Stanley Capital Group Inc. Executed Agreement GN0789, 6.0.0.](#)

Document Content(s)

RP21-461-000.DOCX.....1



February 5, 2021

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

Re: Guardian Pipeline, L.L.C.
Tariff Volume No. 1A
Negotiated Rate Parking and Lending Agreement
Docket No. RP21-464-000

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 for inclusion in its FERC Gas Tariff, Volume No. 1A ("Tariff"). The proposed tariff records are submitted to become effective February 6, 2021.

Part 2.0, Summary of Agreements, v. 71.0.0¹
Part 4.0, Morgan Stanley Capital Group Inc. GN0789, v. 4.0.0
Part 4.1, Morgan Stanley Capital Group Inc. Executed Agreement GN0789, v. 6.0.0

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

Pursuant to section 154.1(d) of the Commission's regulations, Guardian submits for Commission review and approval one negotiated rate Parking and Lending ("PAL") agreement for inclusion in Guardian's Tariff. While Guardian only seeks Commission approval of the executed negotiated rate PAL agreement, it has included a copy of the conforming master PAL agreement with Morgan Stanley Capital Group Inc. ("Morgan Stanley") in Appendix C of this filing to provide the complete documentation for the negotiated rate PAL agreement. The terms of the negotiated rate agreement are described below:

¹ On February 4, 2021, in Docket No. RP21-461-000, Guardian made a filing proposing to add two new, negotiated rate agreements (Tariff Records 24.1 and 25.1) to its Tariff Part 2.0, Summary of Agreements, v. 70.0.0, effective February 4, 2021. The filing is still pending before the Commission, and this present filing incorporates the proposed additions in the attached Part 2.0, Summary of Agreements, v. 71.0.0.

Contract No. GN0789 with Morgan Stanley

Guardian and Morgan Stanley entered into a master PAL agreement on March 28, 2016 (“Master PAL061”). Pursuant to Master PAL061, on February 5, 2021, Guardian and Morgan Stanley entered into a negotiated rate PAL agreement effective February 6, 2021 (“Contract No. GN0789”). The negotiated rate PAL agreement allows for Guardian to lend to Morgan Stanley up to 27,000 dekatherms (“Dth”) on February 6, 2021 with a withdrawal period between February 10, 2021 and February 17, 2021. The negotiated rate is based on a revenue sharing percentage of 80/20 for sales by Morgan Stanley. The PAL agreement includes a minimum of \$0.01818182 daily rate per Dth with a minimum guaranteed total revenue of \$5,400 over the term of the agreement.

On October 31, 2002, in Docket Nos. RP02-532-000 and RP02-534-000, the Commission approved, subject to conditions, Guardian’s September 3, 2002, tariff filings authorizing Guardian to charge negotiated rates.² Guardian’s negotiated rate provisions were made pursuant to the Commission’s Policy Statement which was issued January 31, 1996.³ Pursuant to Order 714,⁴ Guardian is filing this negotiated rate agreement as a tariff record.⁵ The information set forth in Tariff Volume No. 1A fully discloses the essential conditions involved in the negotiated rate transaction, including a specification of all consideration. The negotiated rate agreement does not deviate in any material respect from the form of PAL service agreement in Guardian’s Tariff.

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 agreement and the tariff records in PDF format for publishing in eLibrary;
4. Appendix B – a marked version of the tariff records in PDF format for publishing in eLibrary; and
5. Appendix C – a copy of the conforming master PAL agreement (Master PAL061) between Guardian and Morgan Stanley for informational purposes only.

² *Guardian Pipeline, L.L.C.*, 101 FERC ¶ 61,107 (2002).

³ *Statement of Policy on Alternatives to Traditional Cost of Services Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Transportation Services of Natural Gas Pipelines*, 74 FERC ¶ 61,076 (1996), *order on clarification*, 74 FERC ¶ 61,194 (1996), *order on rehearing*, 75 FERC ¶ 61,024 (“Policy Statement”).

⁴ *Electronic Tariff Filings*, 124 FERC ¶ 61,270.

⁵ *Id.* at 61,241; *see also Guardian Pipeline, L.L.C.*, 91 FERC ¶ 61,285, at 61,981 (2000) (description of negotiated rate filing procedures set forth in Commission’s Preliminary Determination issued to Guardian in certificate proceeding).

Proposed Effective Date

Pursuant to section 154.7(a)(3) of the Commission's regulations, Guardian respectfully requests that the negotiated rate PAL agreement and the tariff records submitted herewith be approved effective February 6, 2021, the effective date of the PAL agreement. 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

Pursuant to section 154.7(a)(7) of the Commission's regulations, Guardian respectfully requests a waiver to section 154.207 of the Commission's regulations as the effective date of the agreement is less than 30 days prior to the tariff record's proposed effective date. Guardian has not identified any additional 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: RegulatoryAffairs@oneok.com | Lisa Nishimuta Legal Counsel, Regulatory ONEOK, Inc. 100 West 5th Street Tulsa, Oklahoma 74103 (918) 588-7730 Email: lisa.nishimuta@oneok.com |
|---|---|

Ms. Kimberly D. Bose, Secretary

February 5, 2021

Page 4 of 4

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 | | 3.1 | |
| Wisconsin Electric Power Company | RT0183 Amendment 9 | 3.2 | Non-Conforming |
| Morgan Stanley Capital Group Inc. | GN0789 | 4.1 | Negotiated Rate |
| Reserved for Future Use | | 4.2 | |
| 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 | | 10.1 | |
| 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 Amendment 1 | 18.1 | Negotiated Rate |

| | | | |
|----------------------------------|------------------------|------|---------------------------------------|
| 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 |
| Clearwater Enterprises, L.L.C. | GN0787 | 24.1 | Non-Conforming and Negotiated Rate |
| Mercuria Energy America, L.L.C. | GN0788 | 25.1 | Negotiated Rate |
| 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 | |

Morgan Stanley Capital Group Inc.
Parking and Lending Agreement (PAL)
Contract No. GN0789

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: February 6, 2021

Tariff Record Title: Morgan Stanley Capital Group Inc. Executed Agreement GN0789

Option Code: A

Other Information: Part 4.1, version 6.0.0 superseding version 5.0.0

EXHIBIT "A" TO PARK AND LOAN (PAL) AGREEMENT

Rate Schedule PAL

TRANSPORTER:

Guardian Pipeline, L.L.C.

TRANSPORTER'S ADDRESS:

ONEOK Plaza
100 West 5th Street
Tulsa, Oklahoma 74103

SHIPPER:

Morgan Stanley Capital Group Inc.

SHIPPER'S ADDRESS:

2000 Westchester Ave

Address Line 2:

1st Floor

P. O. Box:

City:

Purchase

State/Prov:

NY

Zip Code:

10577

TYPE OF AGREEMENT:

Lending

PARK AND LOAN (PAL) SERVICE OPTIONS:

| | Check Option | Park/Loan Start Date | Park/Loan End Date | Withdrawal/ Payback Start Date | Withdrawal/ Payback End Date | Maximum* PAL Quantity Dekatherms | Daily** Rate per Dekatherm | Parking Point | Lending Point |
|---|-------------------------------------|-------------------------|-----------------------|--------------------------------------|------------------------------------|--|----------------------------------|------------------|------------------|
| 1) Shipper Nominated Parking/Lending Service (NPL) | <input type="checkbox"/> | | | | | | | | |
| 2) Shipper Requested Term Parking/Lending Service (RPL) | <input checked="" type="checkbox"/> | 02/06/2021 | 02/12/2021 | 02/10/2021 | 02/17/2021 | 27,000 | .01818182 | | Guardian Hub PAL |

Ratable Schedule:

No

*Maximum PAL Quantity available during the term of the Exhibit "A."

**If this Exhibit A is at a Negotiated Rate, see description below.

Description of Negotiated Rate:

The negotiated rate is based on a revenue sharing percentage of (80/20) for sales by Morgan Stanley.(80% for GPL). The PAL Agreement includes a minimum RATE of \$0.01818182 daily rate per Dth with a minimum guaranteed total revenue of 5,400 over the term of the agreement.

This Exhibit "A" is made and entered into as of February 05, 2021.

Agreement No.

GN0789

Dealbook No.

2495

Appendix B

Marked 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 | | <u>3.1</u> | |
| Wisconsin Electric Power Company | RT0183 Amendment 9 | 3.2 | Non-Conforming |
| Morgan Stanley Capital Group Inc. Reserved for Future Use | <u>GN0789</u> | <u>4.1</u> | <u>Negotiated Rate</u> |
| Reserved for Future Use | | 4.2 | |
| 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 | | <u>10.1</u> | |
| 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 Amendment 1 | 18.1 | Negotiated Rate |
| 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 |
| Clearwater Enterprises, L.L.C. | GN0787 | 24.1 | Non-Conforming and Negotiated Rate |
| Mercuria Energy America, L.L.C. | GN0788 | 25.1 | Negotiated Rate |
| 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 | |

Morgan Stanley Capital Group Inc.~~Wisconsin Electric Power Company~~
Parking and Lending Agreement (PAL)~~Firm Enhanced Aggregation and Wheeling (EAW)~~
Service Agreement
Contract No. GN0789RW0068

Appendix C

Master PAL Agreement PAL061

with

Morgan Stanley Capital Group Inc.

This Service Agreement, is made and entered as of March 28, 2016, by and between GUARDIAN PIPELINE, L.L.C. (herein called "Transporter") and Morgan Stanley Capital Group Inc., (herein called "Shipper").

WITNESSETH:

WHEREAS, Transporter owns and operates a pipeline system; and

WHEREAS, Shipper desires to purchase interruptible parking and lending service from Transporter;

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

ARTICLE I - SCOPE OF AGREEMENT

Transporter agrees to receive or advance for the account of Shipper and park or loan, on an interruptible and capacity available basis, quantities of Natural Gas at the specified PAL Point up to the maximum parked quantity or maximum loaned quantity as specified on Exhibit A.

At no time shall Shipper exceed its maximum parked quantity or maximum loaned quantity.

ARTICLE II - TERM OF AGREEMENT

2.1 The term of this Service Agreement shall commence on 03/28/2016 and shall continue in force and effect until 04/27/2016, 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 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.

2.3 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 Transporter's Rate Schedule PAL 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 26.1 or Section 26.2 of the GT&C. The rates and charges that Shipper shall pay Transporter are those agreed to and set forth on Exhibit A 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 PAL; (ii) the terms and conditions of service for Transporter's Rate Schedule PAL pursuant to which service hereunder is rendered; and/or (iii) any provision of the GT&C applicable to service under Rate Schedule PAL. 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 AND OPERATOR

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 the Operator, its officers, employees, and agents, under or in connection with this Service Agreement and the performance of its duties as Operator (provided that this shall not bar claims resulting from the gross negligence or willful misconduct of the Operator), and Shipper shall provide the Operator 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 and the Operator.

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 - FURTHER AGREEMENT

None

ARTICLE X - CANCELLATION OF PRIOR CONTRACT(S)

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

ARTICLE XI -

EXHIBIT A OF SERVICE AGREEMENT, RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

Shipper shall initiate a request for interruptible park and loan service by executing and delivering to Transporter one or more Exhibit(s) A. Upon execution by Company, Shipper's Exhibit(s) A shall be incorporated in and made a part hereof.

Transporter's Rate Schedule PAL and General Terms and Conditions, which are on file with the Federal Energy Regulatory Commission and in effect, and Exhibit(s) A hereto are all applicable to this Service Agreement and are hereby incorporated in, and made a part of, this Service Agreement.

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.

Morgan Stanley Capital Group Inc.

By: Electronic Signature

Executed: March 28, 2016

(Date)

Guardian Pipeline, L.L.C.

By: ONEOK Partners GP,
L.L.C., its Operator

By: Electronic Signature

Executed: March 28, 2016

(Date)