

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. RP21-501-000

March 9, 2021

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

Attention: Denise A. Adams, Director  
Regulatory Affairs

Reference: Negotiated Rate Parking and Lending Agreement

Dear Ms. Adams:

On February 17, 2021, Guardian Pipeline, L.L.C. (Guardian) filed tariff records<sup>1</sup> to its FERC NGA Gas Tariff. The referenced tariff records amend a negotiated rate agreement under Rate Schedule PAL with Koch Energy Services, LLC and update Guardian's tariff summary of agreements. Waiver of the Commission's 30-day notice requirement is granted and the referenced tariff records are accepted effective February 17, 2021, as requested.

Public notice of the filing was issued on February 18, 2021. 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 motion to intervene out-of-time filed before the issuance date of this order are granted. Granting late intervention at this stage

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<sup>1</sup> Guardian Pipeline, L.L.C., FERC NGA Gas Tariff, Guardian Agreements, [Part 2.0, Summary of Agreements, 75.0.0](#) and [Part 14.1, Koch Energy Services, LLC GN0790 Amendment 1, 11.0.0](#).

Docket No. RP21-501-000

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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 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

Document Content(s)

RP21-501-000.DOCX.....1



February 17, 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. RP21-501-000

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 17, 2021.

Part 2.0, Summary of Agreements, v. 75.0.0  
Part 14.1, Koch Energy Services, LLC GN0790 Amendment 1, v. 11.0.0

**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 an amendment to one negotiated rate Parking and Lending ("PAL") agreement for inclusion in Guardian's Tariff. As further described below, the amendment amends and extends the withdrawal period for the PAL agreement previously filed and currently pending before the Commission in RP21-488-000.<sup>1</sup> This instant filing also updates Guardian's Part 2.0, Summary of Agreements, which incorporates the previously filed updates pending approval in Docket No. RP21-492-000.<sup>2</sup> While Guardian only seeks

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<sup>1</sup> On February 12, 2021, in Docket No. RP21-488-000, Guardian made a filing to add two new, negotiated rate agreements (Tariff Records 14.1, v. 10.0.0 and 26.1, v. 4.0.0) to its Tariff, effective February 11, 2021 and February 13, 2021, respectively. The filing is still pending before the Commission, and this present filing replaces Tariff Record 14.1, v. 10.0.0.

<sup>2</sup> On February 16, 2021, in Docket No. RP21-492-000, Guardian made a filing proposing to add an amendment to one negotiated rate agreement (Tariff Record 4.1) to its Tariff Part 2.0, Summary of Agreements, v. 74.0.0, effective February 12, 2021. The filing is still pending before the Commission, and this present filing incorporates the proposed addition in the attached Part 2.0, Summary of Agreements, v. 75.0.0.

Commission approval of the executed negotiated rate PAL agreement, it has included a copy of the conforming master PAL agreement with Koch Energy Services, LLC (“Koch”) 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:

**Contract No. GN0790 with Koch**

Guardian and Koch entered into a master PAL agreement on January 14, 2015 (“Master PAL060”). Pursuant to Master PAL060, on February 11, 2021, Guardian and Koch entered into a negotiated rate PAL agreement effective February 11, 2021 (“Contract No. GN0790”). The negotiated rate PAL agreement allows for Koch to park up to 20,000 dekatherms (“Dth”) on February 11, 2021 with a withdrawal period between February 12, 2021 and February 16, 2021. The negotiated rate is based on a revenue sharing percentage of 80/20 for sales by Koch. The PAL agreement includes a minimum of \$0.04000000 daily rate per Dth with a minimum guaranteed total revenue of \$4,000 over the term of the agreement.

**Amendment 1 Contract No. GN0790 with Koch**

On February 17, 2021, Guardian and Koch executed Amendment 1 to amend Contract No. GN0790 and extend the withdrawal period until February 17, 2021.

Amendment 1 also includes one administrative update to Contract No. GN0790 to correct the minimum daily rate from \$0.00064935 per Dth to \$0.04000000 per Dth in the Description of Negotiated Rate of the Exhibit A previously included in Part 14.1, Koch Energy Services, LLC Executed Agreement GN0790, v. 10.0.0. The applicable minimum daily rate for the full term of the agreement was accurately reflected as \$0.04000000 in Guardian’s system and in the Park and Loan (PAL) Service Options of the Exhibit A to Contract No. GN0790. In the instant filing, Guardian and Koch have agreed to correct the error manually miskeyed in the description of the Exhibit A and included by mistake in the prior version.

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.<sup>3</sup> Guardian’s negotiated rate provisions were made pursuant to the Commission’s Policy Statement which was issued January 31, 1996.<sup>4</sup> Pursuant to Order 714,<sup>5</sup> Guardian is filing this negotiated rate agreement as a tariff record.<sup>6</sup> The information set forth in Tariff Volume No. 1A fully discloses the essential conditions involved

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<sup>3</sup> *Guardian Pipeline, L.L.C.*, 101 FERC ¶ 61,107 (2002).

<sup>4</sup> *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”).

<sup>5</sup> *Electronic Tariff Filings*, 124 FERC ¶ 61,270.

<sup>6</sup> *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).

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 record in PDF format for publishing in eLibrary; and
5. Appendix C – a copy of the conforming master PAL agreement (Master PAL060) between Guardian and Koch for informational purposes only.

### **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 respective tariff records submitted herewith be approved effective February 17, 2021, the effective date of the amendment to 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

Ms. Kimberly D. Bose, Secretary

February 17, 2021

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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
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Any questions regarding this filing may be directed to Denise Adams at (918) 732-1408.

Respectfully submitted,

/s/ Denise A. Adams

Denise A. Adams  
Director, Regulatory Affairs  
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

<b>Customer</b>	<b>Contract No.</b>	<b>Tariff Record Number</b>	<b>Non-Conforming and/or Negotiated Rate</b>
Reserved for Future Use		3.1	
Wisconsin Electric Power Company	RT0183 Amendment 9	3.2	Non-Conforming
Morgan Stanley Capital Group Inc.	GN0789 Amendment 1	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
Koch Energy Services, LLC	GN0790 Amendment 1	14.1	Negotiated Rate
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 Amendment 1	24.1	Non-Conforming and Negotiated Rate
Mercuria Energy America, L.L.C.	GN0788 Amendment 1	25.1	Negotiated Rate
Citadel Energy Marketing LLC	GN0791	26.1	Negotiated Rate
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: February 17, 2021

Tariff Record Title: Koch Energy Services, LLC GN0790 Amendment 1

Option Code: A

Other Information: Part 14.1, version 11.0.0 superseding version 10.0.0

Agreement # GN0790

Amendment # 1

**GUARDIAN PIPELINE, L.L.C.**  
**AMENDMENT TO PARKING AND LENDING SERVICE AGREEMENT**

This Amendment #1 is entered into as of this 17th day of February, 2021, by and between Guardian Pipeline, L.L.C., hereafter referred to as "Transporter," and Koch Energy Service, LLS, hereafter referred to as "Shipper."

**WHEREAS**, Shipper and Transporter have entered into a Guardian Pipeline Form of Service Agreement for Rate Schedule PAL (PAL060) effective January 14, 2015, hereafter referred to as "Service Agreement"; and

**WHEREAS**, Shipper and Transporter have entered into a Guardian Pipeline Form of Service Agreement Exhibit A to the Service Agreement (GN0790) effective February 11, 2021, hereafter referred to as "Exhibit A"; and

**WHEREAS**, Shipper and Transporter agree to extend the term and applicable daily rate of the Exhibit A through February 17, 2021; and

**WHEREAS**, Shipper and Transporter agree to correct the minimum daily rate from \$0.00064935 per Dth to \$0.04000000 per Dth in the Description of Negotiated Rate of the Exhibit A; and

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

Effective February 17, 2021, the existing provisions of the Exhibit A shall be deleted in their entirety and replaced with the provisions set forth in the Exhibit A dated February 17, 2021, attached hereto. Further, except as modified and attached hereto, the Service Agreement's terms and conditions 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.**

DocuSigned by:  
By: Dean Lowe  
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Name: Dean Lowe  
Title: Director  
Date: 2/17/2021

**Koch Energy Services, LLC**

By: Cameron Kasel  
Name: Cameron Kasel  
Title: Director- Trading  
Date: 2/17/21

DocuSigned by:



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

Part 9.41  
Form of Service Agreement for Rate Schedule PAL  
v. 3.0.0 superseding v. 2.0.0  
Page 1 of 1

GUARDIAN PIPELINE, L.L.C.  
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: Koch Energy Services, LLC  
SHIPPER'S ADDRESS: 20 Greenway Plaza  
Address Line 2: \_\_\_\_\_  
P.O. Box: \_\_\_\_\_  
City: Houston State/Prov: TX Zip Code: 77046

TYPE OF AGREEMENT: Parking

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"/>	<u>02/11/2021</u>	<u>02/11/2021</u>	<u>02/12/2021</u>	<u>02/17/2021</u>	<u>20,000</u>	<u>0.04000000</u>	<u>Joliet Alliance PAL</u>	_____

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 Koch Energy Services, LLC. (80% for GPL). The PAL Agreement includes a minimum rate of \$0.04000000 daily rate per Dth with a minimum guaranteed total revenue of \$4000 over the term of the agreement.

This Exhibit "A" is made and entered into as of February 17, 2021.

Agreement No. GN0790

Dealbook No. N/A

**GUARDIAN PIPELINE, L.L.C.**  
**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:** Koch Energy Services, LLC

**SHIPPER'S ADDRESS:** 20 Greenway Plaza

**Address Line 2:**

**P. O. Box:**

**City:** Houston **State/Prov:** TX **Zip Code:** 77046

**TYPE OF AGREEMENT:** Parking

**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"/>	02/11/2021	02/11/2021	02/12/2021	02/16/2021	20,000	.04000000	Joliet Alliance 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 Koch Energy Services, LLC.(80% for GPL). The PAL Agreement includes a minimum RATE of \$0.00064935 daily rate per Dth with a minimum guaranteed total revenue of \$4000 over the term of the agreement.

This Exhibit "A" is made and entered into as of February 11, 2021.

**Agreement No.** GN0790

**Dealbook No.** 2496

# 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		3.1	
Wisconsin Electric Power Company	RT0183 Amendment 9	3.2	Non-Conforming
Morgan Stanley Capital Group Inc.	GN0789 Amendment 1	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
Koch Energy Services, LLC	GN0790 <u>Amendment 1</u>	14.1	Negotiated Rate
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 Amendment 1	24.1	Non-Conforming and Negotiated Rate
Mercuria Energy America, L.L.C.	GN0788 Amendment 1	25.1	Negotiated Rate
Citadel Energy Marketing LLC	GN0791	26.1	Negotiated Rate
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

Master PAL Agreement PAL060

with

Koch Energy Services, LLC

This Service Agreement, is made and entered as of January 14, 2015, by and between GUARDIAN PIPELINE, L.L.C. (herein called "Transporter") and Koch Energy Services, 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 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 01/15/2015 and shall continue in force and effect until 01/31/2016, 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.

Koch Energy Services, LLC

By: Electronic Signature

Executed: January 15, 2015

(Date)

Guardian Pipeline, L.L.C.

By: ONEOK Partners GP,

L.L.C., its Operator

By: Electronic Signature

Executed: January 15, 2015

(Date)