



February 18, 2025

Ms. Debbie-Anne Reese, Secretary  
Federal Energy Regulatory Commission  
888 First Street, N.E.  
Washington, D.C. 20426

Re: Guardian Pipeline, L.L.C.  
Tariff Volume No. 1A  
Amendment to Negotiated Rate PAL  
Docket No. RP25-557-001

Dear Ms. Reese:

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 12, 2025.

Part 11.1, Mercuria Energy America, LLC Executed Contract GN0837, v. 14.1.0  
Part 12.1, Twin Eagle Resource Management, LLC Executed Contract GN0838, v. 14.1.0

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

On February 11, 2025, Guardian filed for Commission review and approval two negotiated rate Parking and Lending ("PAL") agreements for inclusion in Guardian's Tariff. This filing is currently pending before the Commission under Docket No. RP25-557-000. Pursuant to section 154.1(d) of the Commission's regulations, Guardian submits for Commission review and approval amendments to the agreements.

While Guardian only seeks Commission approval of the executed amended negotiated rate PAL agreements, Appendix C and Appendix D contain copies of the conforming master PAL agreements with Mercuria Energy America, L.L.C. ("Mercuria") and Twin Eagle Resource Management, LLC ("Twin Eagle") to provide complete documentation. The terms of the amended negotiated rate agreements are described below:

**Contract No. GN0837 with Mercuria**

Guardian and Mercuria entered into a master PAL agreement on August 12, 2020 ("Master PAL071"). Pursuant to the master PAL agreement, on February 10, 2025, Guardian and Mercuria entered into a negotiated rate PAL agreement effective

DT Midstream, Inc.  
500 Woodward Ave.  
Suite 2900  
Detroit, MI 48226

February 12, 2025. The negotiated rate PAL agreement allowed for Mercuria to park up to 20,000 Dth on February 12, 2025, with a withdrawal period between February 15, 2025, and February 18, 2025. The negotiated rate was based on a revenue sharing percentage of 80% Guardian / 20% Mercuria for sales by Mercuria. The PAL Agreement included a minimum \$0.1427 daily rate per Dth with a minimum guaranteed total revenue of \$17,124.00 over the term of the agreement.

On February 14, 2025, Guardian and Mercuria agreed to amend the PAL to extend the withdrawal end date to February 19, 2025 resulting in a minimum guaranteed total revenue of \$19,978.00 over the term of the agreement. A redline of the changes is contained in Appendix B.

### **Contract No. GN0838 with Twin Eagle**

Guardian and Twin Eagle entered into a master PAL agreement on August 30, 2013 (“Master PAL054”). Pursuant to the master PAL agreement, on February 10, 2025, Guardian and Twin Eagle entered into a negotiated rate PAL agreement effective February 12, 2025. The negotiated rate PAL agreement allowed for Twin Eagle to park up to 20,000 Dth on February 12, 2025, with a withdrawal period between February 15, 2025, and February 18, 2025. The negotiated rate was based on a revenue sharing percentage of 80% Guardian / 20% Twin Eagle for sales by Twin Eagle. The PAL Agreement included a minimum \$0.1427 daily rate per Dth with a minimum guaranteed total revenue of \$17,124.00 over the term of the agreement.

On February 17, 2025, Guardian and Twin Eagle agreed to amend the PAL to extend the withdrawal end date to February 19, 2025 resulting in a minimum guaranteed total revenue of \$19,978.00 over the term of the agreement. A redline of the changes is contained in Appendix B.

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>1</sup> Guardian’s negotiated rate provisions were made pursuant to the Commission’s Policy Statement which was issued January 31, 1996.<sup>2</sup> Pursuant to Order 714,<sup>3</sup> Guardian is filing these negotiated rate agreements as tariff records.<sup>4</sup> 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 agreements do not deviate in any material respect from the form of PAL service agreement in Guardian’s tariff.

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<sup>1</sup> *Guardian Pipeline, L.L.C.*, 101 FERC ¶ 61,107 (2002).

<sup>2</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>3</sup> *Electronic Tariff Filings*, 124 FERC ¶ 61,270.

<sup>4</sup> *Id.* at P 61,241; *see also Guardian Pipeline, L.L.C.*, 91 FERC ¶ 61,285, at P 61,981 (2000) (description of negotiated rate filing procedures set forth in Commission’s Preliminary Determination issued to Guardian in certificate proceeding).

### **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 agreements and the tariff records in PDF format for publishing in eLibrary;
4. Appendix B – a marked version of the agreements and tariff records in PDF format for publishing in eLibrary;
5. Appendix C – a copy of the conforming master PAL agreement (PAL071) between Guardian and Mercuria for informational purposes only; and
6. Appendix D – a copy of the conforming master PAL agreement (PAL054) between Guardian and Twin Eagle for informational purposes only.

### **Proposed Effective Date**

Pursuant to section 154.7(a)(3) of the Commission's regulations, Guardian respectfully requests that the amended negotiated rate PAL agreements and the tariff records submitted herewith be approved effective February 12, 2025. 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 of section 154.207 of the Commission's regulations as the effective date of the agreements is less than 30 days prior to the tariff'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

Ms. Debbie-Anne Reese, Secretary

February 18, 2025

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regulations. In addition, a copy of this filing is available for public inspection during regular business hours at Guardian's office at 100 West Fifth Street, Tulsa, Oklahoma 74103.

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

Adina Owen Assistant General Counsel DT Midstream, Inc. 600 Travis Street, Suite 3250 Houston, Texas 77002 (832) 712-5554 Email: <a href="mailto:regulatory@dtmidstream.com">regulatory@dtmidstream.com</a>
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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.

Any questions regarding this filing may be directed to Adina Owen at (832) 712-5554.

Respectfully submitted,

*/s/ Adina Owen*

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Adina Owen  
Assistant General Counsel  
DT Midstream, Inc.  
600 Travis Street, Suite 3250  
Houston, Texas 77002

Attachments

# Appendix A

## Clean Tariff Records

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 12, 2025

Tariff Record Title: Mercuria Energy America, LLC Executed Contract GN0837

Option Code: A

Other Information: Part 11.1, version 14.1.0 superseding version 14.0.0

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: Mercuria Energy America, LLC  
 SHIPPER'S ADDRESS: 20 East Greenway Plaza  
 Address Line 2: Suite 650  
 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>02/12/2025</u>	<u>02/13/2025</u>	<u>02/15/2025</u>	<u>02/19/2025</u>	<u>20,000</u>	<u>0.14270000</u>	<u>Joliet Alliance PAL</u>	_____

Ratable Schedule: Yes

\*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% GPL / 20% Mercuria for sales by Mercuria Energy America, LLC. The PAL Agreement includes a minimum \$0.1427 daily rate per Dth with a minimum guaranteed total revenue of \$19,978.00 over the term of the agreement.

This Exhibit "A" is made and entered into as of February 14, 2025.

Agreement No. GN0837  
 Dealbook No. N/A

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 12, 2025

Tariff Record Title: Twin Eagle Resource Management, LLC Executed Contract GN0838

Option Code: A

Other Information: Part 12.1, version 14.1.0 superseding version 14.0.0



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: Twin Eagle Resource Management, LLC  
 SHIPPER'S ADDRESS: 1700 City Plaza Drive  
 Address Line 2: Suite 500  
 P.O. Box: \_\_\_\_\_  
 City: Spring State/Prov: TX Zip Code: 77389

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>02/12/2025</u>	<u>02/13/2025</u>	<u>02/15/2025</u>	<u>02/19/2025</u>	<u>20,000</u>	<u>0.14270000</u>	<u>Joliet Alliance PAL</u>	_____

Ratable Schedule: Yes

\*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% GPL / 20% Twin Eagle for sales by Twin Eagle Resource Management, LLC. The PAL Agreement includes a minimum \$0.1427 daily rate per Dth with a minimum guaranteed total revenue of \$19,978.00 over the term of the agreement.

This Exhibit "A" is made and entered into as of February 17, 2025.

Agreement No. GN0838  
 Dealbook No. N/A

Appendix B  
Marked Tariff Records

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 12, 2025

Tariff Record Title: Mercuria Energy America, LLC Executed Contract GN0837

Option Code: A

Other Information: Part 11.1, version 14.1.0 superseding version 14.0.0

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: Mercuria Energy America, LLC  
 SHIPPER'S ADDRESS: 20 East Greenway Plaza  
 Address Line 2: Suite 650  
 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>02/12/2025</u>	<u>02/13/2025</u>	<u>02/15/2025</u>	<u>02/18/2025</u> <u>02/19/2025</u>	<u>20,000</u>	<u>0.14270000</u>	<u>Joliet Alliance PAL</u>	_____

Ratable Schedule: Yes

\*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% GPL / 20% Mercuria for sales by Mercuria Energy America, LLC. The PAL Agreement includes a minimum \$0.1427 daily rate per Dth with a minimum guaranteed total revenue of \$~~17,124,000~~19,978.00 over the term of the agreement.

This Exhibit "A" is made and entered into as of February 1014, 2025.

Agreement No. GN0837  
 Dealbook No. 2542N/A

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 12, 2025

Tariff Record Title: Twin Eagle Resource Management, LLC Executed Contract GN0838

Option Code: A

Other Information: Part 12.1, version 14.1.0 superseding version 14.0.0

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: Twin Eagle Resource Management, LLC  
 SHIPPER'S ADDRESS: 1700 City Plaza Drive  
 Address Line 2: Suite 500  
 P.O. Box: \_\_\_\_\_  
 City: Spring State/Prov: TX Zip Code: 77389

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>02/12/2025</u>	<u>02/13/2025</u>	<u>02/15/2025</u>	<u>02/18/2025</u> <u>02/19/2025</u>	<u>20,000</u>	<u>0.14270000</u>	<u>Joliet Alliance PAL</u>	_____

Ratable Schedule: Yes

\*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% GPL / 20% Twin Eagle for sales by Twin Eagle Resource Management, LLC. The PAL Agreement includes a minimum \$0.1427 daily rate per Dth with a minimum guaranteed total revenue of \$~~17,124,001~~19,978.00 over the term of the agreement.

This Exhibit "A" is made and entered into as of February ~~10~~17, 2025.

Agreement No. GN0838  
 Dealbook No. 2543N/A

# Appendix C

Master PAL Agreement

PAL071 with

Mercuria Energy America, L.L.C.

# FORM OF SERVICE AGREEMENT FOR RATE SCHEDULE PAL

This Service Agreement (Agreement No. PAL071 ) is made and entered as of August 12, 2020, by and between GUARDIAN PIPELINE, L.L.C. (herein called "Transporter") and Mercuria Energy America, LLC, (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 08/12/2020 and shall continue in force and effect until 12/31/2029, 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 - NONRESOURSE OBLIGATION OF LIMITED LIABILITY COMPANY MEMBERS



**FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE PAL**

**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 - 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 Transporter, 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.

Guardian Pipeline, L.L.C.

By: Electronic Signature

Mercuria Energy America, LLC

By: Electronic Signature

(SHIPPER)

# Appendix D

Master PAL Agreement

PAL054 with

Twin Eagle Resource Management, LLC

This Service Agreement, is made and entered as of August 30, 2013, by and between GUARDIAN PIPELINE, L.L.C. (herein called "Transporter") and Twin Eagle Resource Management, LLC, (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 08/30/2013 and shall continue in force and effect until 08/30/2013, 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.

Twin Eagle Resource Management, LLC

By: Electronic Signature

Executed: August 30, 2013

(Date)

Guardian Pipeline, L.L.C.

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

By: Electronic Signature

Executed: August 30, 2013

(Date)