



October 31, 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.
Modifications to FERC Gas Tariff
Docket No. RP26- -000

Dear Ms. Reese:

Pursuant to Section 4 of the Natural Gas Act and Part 154 of the Regulations of the Federal Energy Regulatory Commission ("Commission"), 18 C.F.R. Part 154, Guardian Pipeline, L.L.C. ("Guardian") hereby tenders for filing and acceptance the below tariff records for inclusion in its FERC Gas Tariff, Original Volume No. 1 ("Tariff"). Guardian respectfully requests that the Commission accept these Tariff records to be effective December 1, 2025.

Tariff, Volume No.1, Cover Page, v. 6.0.0
Part 3.0, Preliminary Statement, v. 1.0.0
Part 4.0, System Map, v. 4.0.0
Part 8, Section 2, GT&C – Definitions, v. 5.0.0
Part 8, Section 9, GT&C – Notices, v. 2.0.0
Part 8, Section 10, GT&C - Service Requests and Contracting for Service, v. 5.0.0
Part 8, Section 20, GT&C - Web Site, v. 4.0.0
Part 8, Section 21, GT&C - Capacity Release, v. 4.0.0
Part 8, Section 25, GT&C - Complaint Resolution, v. 1.0.0
Part 8, Section 30, GT&C – Agency, v. 2.0.0
Part 9.40, Form of Service Agreement for Rate Schedule EAW, v. 3.0.0
Part 9.41, Form of Service Agreement for Rate Schedule PAL, v. 4.0.0

Statement of Nature, Reasons, and Basis for the Filing

Guardian is submitting the proposed Tariff records following Guardian's sale to DT Midstream, Inc. ("DTM"). As part of the integration of Guardian into the DTM family of assets, Guardian will transition from its current gas management system to Trellis, the gas management system used by the DTM pipelines. Trellis is a cutting-edge technological tool that will provide a unified, efficient gas management system for all of DTM's interstate natural gas companies. Additionally, the implementation of Trellis will simplify, improve, and enhance the user experience of customers transacting business on Guardian's pipeline. Guardian is in the process

of implementing the new system, and it is anticipated to go-live on December 1, 2025, which coincides with the requested effective date. As part of this development, Guardian has identified certain areas of its Tariff that require modifications, discussed in further detail below, in order to facilitate the completion of the new Trellis system.

A. Capacity Release Tie-Breaker

Guardian proposes to revise General Terms and Conditions (“GT&C”) Section 21.4(h), which governs in the event of a tie bid for released capacity in the absence of a prearranged bidder. Guardian specifically proposes to replace the current default tie-breaker (which utilizes a lottery system) to the “first in time” bid method facilitated by the Trellis system.

The Commission has stated that “no single tie-breaker method is definitely better than other methods; each system has advantages and disadvantages,” and that pipelines may choose “any method” for inclusion in its their tariffs as default mechanisms “so long as [the] method[s] [are] reasonable.” The Commission has found that the “first-in-time” method is “reasonable, fair, and nondiscriminatory.”¹

In addition, Guardian’s Tariff provides that a releasing shipper may choose a different tie-breaker mechanism for evaluating bids for a particular release.

B. Capacity Release Timeline

In order to promote consistency and administrative efficiency across various DTM interstate natural gas pipeline assets, Guardian proposes to revise its current capacity release timeline to conform with other DTM pipelines. As modified, Guardian’s capacity release timeline in GT&C Section 21.4(b) aligns with the standards promulgated by the Wholesale Gas Quadrant of the North American Energy Standards Board.

C. Clean-Up Revisions

Finally, Guardian proposes to make a variety of non-substantive changes to the Tariff, including without limitation: ensuring consistent use of defined terms; updating address and contact information; updating website information; correcting typographic errors, and streamlining language.

¹ *Trailblazer Pipeline Co.*, 103 FERC ¶ 61, 225 at P 102 (2003), citing *United Gas Pipe Line Co.*, 65 FERC ¶ 61,006 at 61,070 (1993) (holding the first-in-time method as reasonable, while rejecting a protest arguing for the *pro rata* method); *Arkla Energy Resources, a division of Arkla, Inc.*, 62 FERC ¶ 61,076 at 61,465 (1993); and *Panhandle Eastern Pipe Line Co.*, 61 FERC ¶ 61,357 at 62,417 (1992).

Materials Enclosed

In accordance with the applicable provisions of Part 154 of the Commission's regulations, Guardian is submitting an eTariff XML filing package in PDF format containing the following information:

- (1) An eTariff XML filing package containing the proposal submitted as a zip (compressed) file.²
- (2) A transmittal letter in PDF format, incorporating the Statement of Nature, Reasons, and Basis for the filing required by section 154.7(a)(6) of the Commission's Regulations.³
- (3) Appendix A – a clean version of the Tariff record in PDF format for publishing in eLibrary; and
- (4) Appendix B – a marked version of the Tariff record in PDF format for publishing in eLibrary.

Proposed Effective Date

Pursuant to section 154.7(a)(3) of the Commission's regulations, Guardian respectfully requests that the Tariff record submitted herewith be approved effective December 1, 2025, which is at least thirty (30) days after receipt of this filing by the Commission. In accordance with section 154.7(a)(9) of the Commission's regulations, Guardian hereby files a motion to place the proposed Tariff record 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 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 record may be made effective as proposed.

Service and Correspondence

The undersigned certifies that a copy of this filing has been served electronically pursuant to section 154.208 upon Guardian's customers and affected state regulatory commissions.⁴

² 18 C.F.R. § 154.4.

³ 18 C.F.R. § 154.7(a)(6).

⁴ 18 C.F.R. § 154.208.

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

A paper copy of this filing may only be served if a customer has been granted waiver of electric service pursuant to 18 C.F.R. Part 390 of the Commission's regulations. Additionally, a copy of this filing is available for public inspection during regular business hours at Guardian's office at 101 One Williams Center, 33rd Floor, Tulsa, Oklahoma 74172.

Pursuant to sections 385.2005⁵ and 385.2011(c)(5)⁶ 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.

In accordance with Rule 2010 of the Commission's regulations,⁷ the names, titles, and mailing addresses of the person to whom correspondence and communications regarding this filing should be directed is provided below. Additionally, service via email is requested in lieu of paper copies.

E. Adina Owen Assistant General Counsel II DT Midstream, Inc. 600 Travis Street, Suite 3250 Houston, Texas 77002 (832) 712-5554 Email: regulatory@dtmidstream.com	Faren Bartholomew Bracewell LLP 2001 M Street, NW Washington, DC 20001 (202) 828-5814 Email: Faren.Bartholomew@bracewell.com
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Any questions regarding this filing may be directed to E. Adina Owen, Assistant General Counsel II, at (832) 712-5554 or adina.owen@dtmidstream.com.

Respectfully submitted,

/s/ E. Adina Owen

E. Adina Owen
Assistant General Counsel II
DT Midstream, Inc.
600 Travis St, Suite 3250
Houston, TX 77002

Attachments

⁵ 18 C.F.R. § 385.2005.

⁶ 18 C.F.R. § 385.2011(c)(5).

⁷ 18 C.F.R. § 385.2010.

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

Appendix A

Clean Tariff Record

FERC GAS TARIFF
VOLUME NO. 1
OF
GUARDIAN PIPELINE, L.L.C.
FILED WITH THE
FEDERAL ENERGY REGULATORY COMMISSION

Communications Concerning this Tariff
Should be Addressed to:

E. Adina Owen
Assistant General Counsel II
E-mail: regulatory@dtmidstream.com; adina.owen@dtmidstream.com
Telephone: (313) 774-2614
Facsimile: (713) 224-6226

Mailing Address:

Guardian Pipeline, L.L.C.
500 Woodward Ave.
Suite 2900
Detroit, Michigan 48226

Web Address: www.dtmidstream.com/company/customers

PRELIMINARY STATEMENT

GUARDIAN PIPELINE, L.L.C. ("Guardian" or "Transporter") is a Natural Gas Company subject to the jurisdiction of the Federal Energy Regulatory Commission, primarily engaged in the transportation of Natural Gas in interstate commerce. Guardian's pipeline extends from interconnections with the North American pipeline grid near Joliet, Illinois, to a terminus near Green Bay, Wisconsin. Guardian provides transportation of Natural Gas through its pipeline for all Shippers eligible for service under its Tariff on an open access basis.

The currently effective Rates, Rate Schedules, General Terms and Conditions and Forms of Service Agreement applicable to services performed by Guardian are contained herein.

SYSTEM MAP

Guardian's System Map may be viewed and downloaded at <https://dtmidstream.com/company/customers>, by selecting "Informational Postings" then "Maps."

2. DEFINITIONS

The following terms, when used herein or in any Rate Schedule contained in this Tariff or in any executed Service Agreement for service under a Rate Schedule contained in this Tariff, have the following meanings:

- "Affiliate" means any Person which controls, is controlled by, or is under common control with Transporter or Shipper.
- "Affiliate Guarantor" means a Shipper's Affiliate that executes a corporate guarantee satisfactory to Transporter for Shipper's obligations under a Service Agreement.
- "Aggregation Nomination" means a nomination(s) provided by a Shipper under a Rate Schedule EAW Service Agreement that specifies an EAW Point as the Point of Delivery.
- "British thermal unit" and "Btu" mean the amount of heat required to raise the temperature of one avoirdupois pound of pure water from fifty-eight and five-tenths degrees (58.5°) Fahrenheit to fifty-nine and five-tenths degrees (59.5°) Fahrenheit at a constant pressure of 14.73 psia.
- "Business Day" means Monday through Friday, excluding Federal Banking Holidays for transactions in the United States and similar holidays for transactions occurring in Canada and Mexico. [3.2.1]
- "Central Clock Time" and "CCT" mean central daylight time when daylight savings time is in effect and central standard time when daylight savings time is not in effect.
- "Commission" and "FERC" mean the Federal Energy Regulatory Commission or any successor regulatory authority having jurisdiction over Transporter under the Natural Gas Act or supervening legislation.
- "Connecting Party" means the operator of the facilities immediately upstream or downstream of Transporter's Pipeline Facilities.
- "Contract Path" means the portion of Transporter's Pipeline Facilities from Shipper's Primary Point of Receipt to Shipper's Primary Point of Delivery, such that the Contract Path includes that portion of Transporter's Pipeline Facilities for which Shipper pays a reservation charge pursuant to Section 5.2(a) of Rate Schedule(s) FT-1 or FT-2.
- "Cubic Foot" means the volume of Natural Gas which occupies one (1) cubic foot of space, measured according to Boyle's and Charles' Laws for the measurement of Natural Gas under varying pressures with deviation therefrom as provided in Section 5 and on the measurement basis likewise specified in Section 5 of the GT&C. One Cubic Foot equals 0.02832 m³.
- "Day" or "Gas Day" means a period of consecutive hours from 9:00 a.m. to the following 9:00 a.m. CCT. [1.3.1]
- "Dekatherm" or "Dth" means the quantity of heat energy that is equivalent to one million British Thermal Units. One "Dekatherm" or "Dth" of gas means the quantity of gas which contains one Dekatherm of heat energy.
- "Designated Limited Notice Receipt Point(s)" means the Point(s) of Receipt designated by Shipper pursuant to Section 4.2 of Rate Schedule(s) FT-1 or FT-2.
- "Disaggregation Nomination" means a nomination(s) provided by a Shipper under any of Transporter's Rate Schedules that specifies an EAW Point as the Point of Receipt.

- "EAW Point" means a virtual point on Transporter's System at which Transporter provides service under Rate Schedule EAW.
- "Elapsed Prorata Capacity" means that portion of the capacity that would have theoretically been available for use prior to the effective time of the intraday recall based upon a cumulative uniform hourly use of the capacity. [5.2.3]
- "Elapsed-prorated-scheduled quantity" means that portion of the Scheduled Quantity that would have theoretically flowed up to the effective time of the intraday nomination being confirmed based upon a cumulative hourly quantity for each nomination period affected.
- "Gas Price Index" means for each reported Day, (Saturday, Sunday, holiday or any other non-published Day shall be the average of the immediately preceding and immediately following published Day's price), the midpoint in the range of prices reported for "Chicago city-gates" as published in Platts Gas Daily, or, if not published, an equivalent index or indicator, which substitution shall be posted on Transporter's Web Site, and Transporter shall revise this definition to reflect such substitute index or indicator.
- "GT&C" means the General Terms and Conditions of Transporter's Tariff, as revised and effective from time to time.
- "Lending" means the advance of Natural Gas by Transporter to Shipper and the subsequent redelivery of such loaned quantity to Transporter.
- "Limited Notice Quantity" means a quantity of up to ten (10) percent of Shipper's MDQ under its Rate Schedule(s) FT-1 or FT-2 Service Agreement with Transporter.
- "Low Pressure Receipt Point" means Transporter's Point of Receipt at the interconnection with Natural Gas Pipeline Company of America.
- "Mcf" means 1,000 Cubic Feet of Natural Gas.
- "MMBtu" means one million Btu's. An MMBtu is the heat energy equivalent of a Dth.
- "Market Aggregation Point" (MA Point) shall mean a non-physical point on Transporter's system which serves as a single location to aggregate nominated quantities of gas at delivery points on Transporter's system pursuant to Rate Schedule MA.
- "Maximum Daily Delivery Obligation" and "MDDO" mean the maximum quantity of Gas assigned to a specific Primary Point of Delivery, as set forth on Exhibit "A" to Shipper's firm Service Agreement, that Transporter is obligated to deliver to Shipper at that point on any Day. The total of all MDDO for Points of Delivery shall equal the MDQ as set forth on Exhibit "A" to the Shipper's Service Agreement.
- "Maximum Daily Quantity" and "MDQ" mean (1) with respect to firm services, the maximum daily quantity of Natural Gas that Transporter is required to transport for Shipper or for the account of Shipper under a firm Service Agreement, including from all Primary Point(s) of Receipt and to all Primary Point(s) of Delivery and (2) with respect to other services, the maximum daily quantity of Natural Gas that is available under the service agreement for transport, aggregation, or wheeling. Shipper's MDQ shall be set forth on Exhibit "A" to Shipper's Service Agreement.
- "Maximum Daily Receipt Obligation" and "MDRO" mean the maximum Quantity of Gas assigned to a specific Primary Point of Receipt, as set forth on Exhibit "A" to Shipper's firm Service Agreement, that Transporter is obligated to receive from Shipper at that point on any Day. The total of all MDRO for Points of Receipt shall equal the MDQ as set forth on Exhibit "A" to the Shipper's Service Agreement.

- "Maximum Hourly Delivery Obligation" and "MHDO" mean the maximum quantity that Transporter is required to transport to Shipper's delivery point(s) during any hour as set forth in Section 15 of the GT&C.
- "Month" means the period beginning at 9:00 a.m. CCT on the first Day of the calendar month and ending 9:00 a.m. CCT on the first Day of the next succeeding calendar month.
- "NAESB" means the North American Energy Standards Board.
- "NAESB Standard" means a standard issued by NAESB and adopted by the Commission.
- "Natural Gas" means any mixture of hydrocarbons, consisting essentially of methane, and inert or noncombustible gases which are extracted from the subsurface of the earth in their natural state meeting the quality and pressure specifications set forth in Sections 3 and 4 of the GT&C.
- "Negotiated Rate" means a rate or rate formula for computing a rate for service under a single rate schedule pursuant to Section 26.2 herein.
- "Net Present Value" shall mean the calculation of net present value of the reservation charge that requestor would pay at the rates requestor has bid, which shall not be less than the minimum rate nor greater than the maximum rate, as stated on the currently effective Tariff section governing such service, over the term of service specified in the request, utilizing as the discount factor the FERC-approved interest rate as such rate may be in effect from time to time.
- "Operational Balancing Agreement" and "OBA" mean a contract between two parties which specifies the procedures to manage operating variances at an interconnect.
- "Operational Flow Order" and "OFO" mean an order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity, of Transporter's Pipeline Facilities or to maintain operations required to provide efficient and reliable firm service. Whenever Transporter experiences these conditions, any pertinent order shall be referred to as an Operational Flow Order. [1.2.6]
- "PAL Point" means a virtual point on Transporter's system at which Transporter provides Parking and Lending service under Rate Schedule PAL.
- "Parking" means the receipt by Transporter of Natural Gas from or for the account of Shipper, the holding of such parked quantity for a period of time and the subsequent redelivery to Shipper.
- "Person" means an individual or any corporation, joint venture, limited liability company, partnership, association, business trust, or organized group of persons, whether incorporated or not.
- "Pipeline Facilities" means Transporter's Pipeline Facilities extending from interconnections with the North American natural gas pipeline grid near Joliet, Illinois to near Green Bay, Wisconsin, as Transporter's Pipeline Facilities may exist from time to time.
- "Point(s) of Delivery" means the point or points on Transporter's Pipeline Facilities where Transporter delivers Natural Gas to or for the account of Shipper.
- "Point(s) of Receipt" means the point or points on Transporter's Pipeline Facilities where Transporter receives from Shipper or for Shipper's account Natural Gas to be transported through Transporter's Pipeline Facilities.
- "Pre-arranged Replacement Shipper" and "PRS" mean the entity designated by Releasing Shipper prior to the Released Capacity being posted on the Web Site system in accordance with Section 21 of the GT&C.

- "Primary Point(s) of Delivery" means the Point(s) of Delivery set forth on Exhibit "A" to Shipper's firm Service Agreement.
- "Primary Point(s) of Receipt" means the Point(s) of Receipt set forth on Exhibit "A" to Shipper's firm Service Agreement including Shipper's Designated Limited Notice Receipt Point(s).
- "Psia" means pounds per square inch absolute. One psia equals 6.896 kiloPascal (kPa) absolute.
- "Psig" means pounds per square inch gauge. One psig equals 6.896 kiloPascal (kPa) gauge.
- "Recourse Rate" means the maximum rate for service under Transporter's Rate Schedule under which the Negotiated Rate is applicable.
- "Releasing Shipper" means a Shipper receiving service pursuant to a Service Agreement under Rate Schedule(s) FT-1 or FT-2 of Transporter's Tariff that releases firm capacity in accordance with Transporter's capacity release program as set forth in Section 21 of these GT&C.
- "Replacement Shipper" means any Person who obtains released capacity in accordance with Transporter's capacity release program as set forth in Section 21 of these GT&C.
- "Request" means a request for service which meets the requirements of Section 10 of the GT&C, which request is considered a valid request.
- "Request Date" means the date on which a Request is considered valid under Section 10 of these GT&C.
- "Scheduled Quantity" means the quantity of Natural Gas that Shipper nominates in accordance with Section 11 of these GT&C, and that is confirmed in accordance with Section 11.3 of these GT&C.
- "Secondary Point(s) of Delivery" means the point or points on Transporter's Pipeline Facilities where Transporter delivers Natural Gas to or for the account of Shipper, which Point(s) are not set forth on Exhibit "A" to Shipper's firm Service Agreement, and are thus not Primary Point(s) of Delivery.
- "Secondary Point(s) of Receipt" means the point or points on Transporter's Pipeline Facilities where Transporter receives from Shipper or for Shipper's account Natural Gas to be transported through Transporter's Pipeline Facilities, which Point(s) are not set forth on Exhibit "A" to Shipper's firm Service Agreement, and are thus not Primary Point(s) of Receipt.
- "Service Agreement" means the agreement executed by the Shipper and Transporter under any Rate Schedule of Transporter's Tariff, including a Capacity Release Service Agreement, and any exhibits, attachments, and/or amendments thereto.
- "Service Requester" means a Shipper or its Nomination Agent (one who has been pre-designated by Shipper to serve in such role). If a Shipper elects to use a Nomination Agent for a given service agreement, the Nomination Agent replaces the Shipper as the sender of the nomination information as well as the receiver of the nomination-related information from Transporter for such agreement.
- "Shipper" means a Person who executes a Service Agreement with Transporter for service under any Rate Schedule of Transporter's Tariff.
- "Tariff" means Transporter's FERC Gas Tariff, including but not limited to Rate sections, Rate Schedules, General Terms & Conditions, and Forms of Service Agreement, as may be revised and effective from time to time.

- "Thermally Equivalent Quantities" means the thermal quantities of Natural Gas received by Transporter at the Point(s) of Receipt less Transporter's Use Gas.
- "Total Heating Value" means the number of Btu's produced by the complete combustion with air, at constant pressure, of 1 anhydrous (dry) Cubic Foot of Natural Gas, at a temperature of sixty degrees (60°) Fahrenheit and under a pressure of 14.73 psia, and when the products of combustion are cooled to the initial temperature of the Natural Gas and air and all water formed by combustion is condensed to the liquid state. The total heating value (Btu per cubic foot of gas) shall be stated to at least the third decimal point for reporting purposes and to at least the sixth decimal place for calculation purposes.
- "Transporter" means Guardian Pipeline, L.L.C.
- "Transporter's Use Gas" means the amount of Natural Gas used in Transporter's operations including all gas otherwise used, lost or unaccounted for, and gas tendered as compensation for fuel and losses to others who provided transportation and/or compression services for or on behalf of Transporter.
- "Web Site" means 1) Transporter's site on the Internet at <https://dtmidstream.com/company/customers/>, through which Transporter's electronic communication service is accessible or 2) Transporter's Internet Web Site containing information postings and access to Transporter's Customer Activities site.
- "Weekly Gas Price Index" means for each reported week containing any day(s) of the Month, the weekly weighted average price reported for "Chicago city-gates," as published in Gas Daily, or, if no longer published, an equivalent index or indicator, which substitution shall be posted on Transporter's Web Site, and Transporter shall revise this definition to reflect such substitute index or indicator.

9. NOTICES

Except when the terms of Transporter's Tariff require or allow for communication via Transporter's System, any communication, notice, request, demand, statement, or bill provided for in Transporter's Tariff or in a Service Agreement, or any notice which either Transporter or Shipper may desire to give to the other, shall be in writing and shall be considered as duly presented, rendered, or delivered when mailed by either registered or ordinary mail or when sent by express mail service, E-mail, or such other method mutually agreed upon between the parties. The material so sent shall be addressed to the pertinent party at its last known address, or at such other address as either party may designate. Shipper shall be responsible for ensuring that its designated notice address is current and accurate for all such notices sent pursuant to this Section 9. Notwithstanding, notices of OFOs shall be issued in accordance with Section 18.4 of the GT&C and notices of Force Majeure shall be issued in accordance Section 24.1 of the GT&C. For purposes of notices that a Shipper sends to Company pursuant to this Section 9, Company's mailing address and E-mail addresses are:

Guardian Pipeline, L.L.C.
500 Woodward Ave.
Suite 2900
Detroit, Michigan 48226

E-mail for Customer Service & Nominations: InterstateScheduling@dtmidstream.com
E-mail for Commercial: IPLCommercial@dtmidstream.com

10. SERVICE REQUESTS AND CONTRACTING FOR SERVICE

10.1 Requests for Firm Services

- (a) Transporter shall accept written transportation Requests for firm service under any firm Rate Schedule in accordance with this Subsection 10.1, provided that Transporter shall not be obligated to provide service at less than the applicable maximum rate.
- (b) Except as expressly set forth in Subsection 10.1(d) or other provisions of this FERC Gas Tariff, Transporter may award available capacity for firm transportation service to commence at a future date only within the following timeframes:
 - (i) For service with a primary contract term of three months or less, Transporter may award a Request for service no earlier than fifteen (15) calendar days prior to the proposed commencement date of service.
 - (ii) For service with a primary contract term of greater than three months, but less than one year, Transporter may award a Request for service no earlier than thirty (30) calendar days prior to the proposed commencement date of service.
 - (iii) For service with a primary contract term of one (1) year or longer, Transporter may award a Request for service no earlier than ninety (90) days prior to the proposed commencement date of service.
- (c) Transporter shall deny a request for capacity to the extent honoring the request would have the effect of awarding capacity prior to the timeframes set forth in Subsection 10.1(b). If the limitations on availability of the requested capacity would have the effect of making a Shipper's request premature, Transporter will treat the request as if it had been made beginning with the date the requested capacity is available and for the term capacity is available. For example, if on October 1, a Shipper requested that Transporter award capacity with a primary contract term of one year beginning on November 1, but the capacity was available only for the following June through October (i.e., for the last five months of the requested term), Transporter would treat the request as a request for capacity with a term of five months with the date the capacity became available deemed to be the start of the requested primary term. Pursuant to Subsection 10.1(b)(ii), Transporter would reject the request as premature. Notwithstanding the above:
 - (i) Transporter may consider a Request described pursuant to Subsection 10.1(d).
 - (ii) Transporter and Shipper may agree to contract for less than all the requested capacity as long as the award is within the timeframes set forth in Subsection 10.1(b). For example, if a Shipper requested 15,000 Dth/day of capacity for a term of one year and only 5,000 Dth/day was available for a six-month period beginning four months after the request was made, Transporter and Shipper could agree to contract for the available capacity for a six month term consistent with the timeframe set forth in Subsection 10.1(b)(ii).
- (d) Transporter may consider, on a not unduly discriminatory basis, a Request for firm service outside the time periods specified in Subsection 10.1(b), if the Request involves circumstances which include the following:
 - (i) The Request is for capacity offered pursuant to an open-season initiated by Transporter pursuant to the process set forth in Subsection 10.7; or

- (ii) The Request is for capacity offered on a pre-arranged basis or involves the acquisition, modification, or construction of facilities or terms and conditions that may require prior Commission approval or notice pursuant to Section 37.
- (e) If Transporter allows a variation from the time periods specified in Subsection 10.1(b) in accordance with the circumstances described in Subsection 10.1(d)(i)-(ii) or otherwise, Transporter shall provide reasons for the variation in the notice of the open season or by means of an Informational Postings notice on Transporter's Web Site. Transporter shall deviate from the time periods specified in Subsection 10.1(b) only in a not unduly discriminatory manner consistent with the Commission regulations.
- (f) The transportation service Request Date for all Requests for firm transportation service under any firm Rate Schedules shall be the date Transporter receives a valid Request pursuant to this Section 10, as such date is evidenced on Shipper's Service Request Form by a postmark, delivery service datemark or, if by electronic communication, the date of receipt shown on Transporter's computer. All such Requests received on the same Day shall be deemed to have the same date, and if the sum of all Requests for firm service under Rate Schedule(s) FT-1 and FT-2 exceeds the certificated capacity of Transporter's Pipeline Facilities, then the available firm capacity for Rate Schedule(s) FT-1 and FT-2 shall be allocated in the order of the highest economic value of the bids to Transporter on a Net Present Value (NPV) basis. All capacity related to such unsatisfied Requests for firm service under Rate Schedule(s) FT-1 and FT-2 having the same economic value to Transporter shall be allocated among Shippers on a pro rata basis.
- (g) Shippers requesting service at a Negotiated Rate which exceeds the maximum rate will be considered to be paying the maximum rate for purposes of determining the bid with the greatest economic value in this Subsection 10.7.

10.2 Information Required From All Shippers

- (a) All Shippers seeking service from Transporter must provide the information required by this Section 10. A Service Agreement may be tendered provided the preceding requirements have been satisfied and Shipper's credit evaluation pursuant to Section 10.3 below is satisfactory. In the event Transporter determines that Shipper's Request for service does not comply with this Section 10.2 or Shipper's credit evaluation does not comply with Section 10.3 below, Transporter shall notify Shipper of the deficiencies and the additional information or changes required to complete the Request. Transporter shall undertake reasonable efforts to provide such notice of deficiency within fourteen (14) days of receipt of Shipper's Request for service. Shipper shall have the right for a period of fourteen (14) days after such notice to supplement Shipper's Request as required to comply with this Section 10. If Shipper's Request, as supplemented within said fourteen (14) days, remains incomplete and deficient, then Shipper's Request shall be rejected, without prejudice to Shipper submitting a new Request in compliance with this Section 10.2.
- (b) If Shipper's Request for service and credit evaluation comply with this Section 10 and Transporter accepts Shipper's Request for service, a Service Agreement shall be made available to Shipper for execution. As of the date that Service Agreement is made available for service to Shipper, Transporter shall deem the MDQ under such Service Agreement to be an existing obligation, subject to Shipper's execution of the Service Agreement in accordance with this Section 10.2(b). In the event the Service Agreement is not executed by Shipper within ten (10) days of its availability to Shipper, Transporter shall consider the Request for service invalid and the Service Agreement shall be void.

- (c) In addition to any specific requirements set forth in the applicable Rate Schedule, all firm transportation Requests shall be subject to the following conditions:
 - (i) No Request for transportation from a Point of Receipt or to a Point of Delivery shall be considered valid or be granted if to do so would impair Transporter's ability to render existing services to Transporter's Rate Schedule(s) FT-1 and FT-2.
 - (ii) Subject to the provisions of 10.2(c)(i), the addition of or changes to Primary Point(s) of Receipt including Designated Limited Notice Receipt Points or Primary Point(s) of Delivery to a firm Service Agreement within Shipper's MDQ will not be considered a new transaction for purposes of complying with this Section 10. Any Shipper receiving permission from Transporter to use any new Primary Point(s) of Receipt or new Primary Point(s) of Delivery within Shipper's MDQ shall be deemed to have complied with the requirements of this Section 10 for purposes of receiving priority in contracting for such new Primary Point(s) of Receipt or new Primary Point(s) of Delivery for firm transportation over any third-party subsequently requesting firm transportation under a firm Rate Schedule at that Point of Receipt or Point of Delivery as a Primary Point of Receipt or Primary Point of Delivery if, at the time of Shipper's request, said third-party's request has not been accepted by Transporter. The priority for such new Primary Point(s) of Receipt or Primary Point(s) of Delivery shall be determined in accordance with this Section 10.
- (d) By requesting service, Shipper certifies to the following:
 - (i) Shipper has or will have title or a current contractual right to acquire title to or to ship the Natural Gas to be transported by Transporter.
 - (ii) Prior to the commencement of service, Shipper has or will enter into all necessary third-party agreements to transport the Natural Gas to the Point(s) of Receipt on Transporter's Pipeline Facilities and from the Point(s) of Delivery on Transporter's Pipeline Facilities to the party ultimately receiving the Natural Gas.
 - (iii) If Shipper is requesting service hereunder to be implemented pursuant to Section 311 of the Natural Gas Policy Act of 1978, certification must be executed by the local distribution company or the intrastate pipeline company, on whose behalf the transportation will be performed, whether or not such local distribution company or intrastate pipeline is the Shipper, that the local distribution company or intrastate pipeline (1) will have physical custody of and transport the Natural Gas at some point during the transaction of which the transportation by Transporter is a part; or (2) will hold title to the Natural Gas at some point for a purpose related to its status and functions as a local distribution company or intrastate pipeline; or (3) that the Natural Gas will be delivered to a Shipper that is located within the local distribution company's service area and the transportation is being provided on its behalf; or (4) that the Natural Gas will be delivered to a Shipper that is physically able to receive direct deliveries of Natural Gas from the intrastate pipeline and the transportation is being provided on its behalf.

10.3 Creditworthiness

Transporter shall apply, on a non-discriminatory basis, consistent financial evaluation standards to determine the acceptability of a Shipper's overall financial condition. Such credit appraisal and any further or ongoing credit appraisal as may be necessary shall be based mainly upon the information and criteria listed in (a)-(c) below. Provided further, a Shipper with an ongoing business relationship with Transporter shall have no delinquent balances outstanding for services made previously by Transporter, and Shipper must have paid its account according to the established terms and not made deductions or withheld payment for claims not authorized by contract.

- (a) Shipper shall provide any reasonable information required by Transporter in connection with transportation services pursuant to this Tariff, including information relating to the Shipper's supply of natural gas, the deliverability of such natural gas and upstream transportation arrangements.
- (b) If requested by Transporter, Shipper shall provide Transporter within one hundred and twenty (120) days after the end of each fiscal year of Shipper, current audited financial statements, annual reports, 10-K reports, or other filings with regulatory agencies which discuss Shipper's financial status; a list of all corporate Affiliates, parent companies, and subsidiaries; and any reports from credit reporting and bond rating agencies which are available. Transporter may accept unaudited consolidated financial statements. Transporter shall determine the acceptability of the Shipper's overall financial condition.
- (c) Upon execution and delivery of the Service Agreements, Shipper will comply with one of the following creditworthiness requirements:
 - (i) The Shipper, or an Affiliate Guarantor, has an investment grade rating for its long term senior unsecured debt from a recognized rating agency. A Shipper who qualifies under this category initially but is later downgraded below investment grade will be required to qualify under another category below.
 - (ii) A Shipper, or an Affiliate Guarantor, whose long term senior unsecured debt does not have an investment grade rating from a recognized rating agency will be accepted as creditworthy if Transporter determines that, notwithstanding the absence of an acceptable rating, the creditworthiness of the Shipper is deemed acceptable. Application for acceptance as creditworthy may be made at any time. Shipper will not be subject to having its acceptance under this category revoked unless there has been a material adverse change in the financial criteria relied on at the time of acceptance.

10.4 Failure to Meet Creditworthiness Criteria

- (a) Upon notification by Transporter that Shipper has failed to satisfy the credit criteria, such Shipper may still obtain credit approval by Transporter if it elects to provide:
 - (i) a Letter of Credit or a cash deposit, in an amount equal to the sum of three (3) months' anticipated reservation charge revenues from Shipper based on the rates in Shipper's Service Agreement for service pursuant to its firm Service. Transporter will accrue interest for the account of Shipper on any cash deposit at the simple prime rate of interest for the application period offered by Citibank N.Y. or any successor of Citibank, N.Y. A Letter of Credit must be in a form reasonably acceptable to Transporter. Such security shall be adjusted annually

to reflect any change in the anticipated reservation charge revenues for the succeeding three (3) months; or

- (ii) an advance deposit, a standby irrevocable letter of credit, a security interest in collateral found to be satisfactory to Transporter or a guarantee, acceptable to Transporter, by another person or entity which satisfies the credit appraisal for service pursuant to its interruptible service agreement, or
- (iii) other security acceptable to Transporter.

Any Shipper who qualifies under paragraphs (i), (ii), or (iii) above by virtue of an Affiliate Guarantor guaranteeing the obligations of the Shipper shall provide an irrevocable undertaking from the Affiliate to guarantee the Shipper, and shall provide the undertaking to guarantee concurrently with the execution of a Service Agreement. Such guarantee shall be in a form acceptable to Transporter.

- (b) If Shipper's credit standing ceases to meet Transporter's credit requirements during the period of service, then Transporter has the right to require security or a deposit as specified in Section 10.4(a) above. If security or a deposit is not tendered in a timely period as reasonably determined by Transporter, then Transporter is not required to continue service. If Shipper is unable to maintain acceptable credit, the executed Service Agreement may be terminated by Transporter as of the first Day of the Month following written notice of the termination to Shipper.

10.5 Creditworthiness Notices

(a) Transporter Responsibilities

- (i) Transporter shall designate, on its Internet website or in written notices to Shipper, the Internet E-mail addresses of up to two representatives who are authorized to receive notices regarding Shipper's creditworthiness. Shipper's obligation to provide confirmation of receipt is met by sending such confirmation to such representatives, and Transporter shall manage internal distribution of any such confirmations. [0.3.7]
- (ii) If Transporter requests additional information to be used for credit evaluation after the initiation of service, Transporter, contemporaneous with the request, shall provide its reason(s) for requesting the additional information to Shipper and designate to whom the response shall be sent. Transporter and Shipper may mutually agree to waive this requirement. [0.3.3]
- (iii) Upon receipt from Shipper of all credit information provided, Transporter shall notify Shipper's authorized representative(s) that it has received such information. Transporter and Shipper may mutually agree to waive this requirement. [0.3.6]
- (iv) After Transporter's receipt of Shipper's request for re-evaluation, including all required information pursuant to NAESB WGQ Standard No. 0.3.8 ("Shipper's Request"), within five (5) Business Days, Transporter shall provide a written response to Shipper's Request. Such written response shall include either a determination of creditworthiness status, clearly stating the reason(s) for Transporter's decision, or an explanation supporting a future date by which a re-evaluation determination will be made. In no event shall such re-evaluation

determination exceed twenty (20) Business Days from the date of the receipt of the Shipper's Request unless specified in Transporter's FERC Gas Tariff or if the parties mutually agree to some later date. [0.3.9]

- (v) Regarding capacity release transactions, Transporter shall provide the original Releasing Shipper with Internet E-mail notification reasonably proximate in time with any of the following formal notices given by Transporter to the Releasing Shipper's Replacement Shipper(s), of the following [5.3.60]:
 - (A) Notice to the Replacement Shipper regarding the Replacement Shipper's past due, deficiency, or default status pursuant to this Section 10 and Section 8 of the General Terms and Conditions of Transporter's FERC Gas Tariff;
 - (B) Notice to the Replacement Shipper regarding the Replacement Shipper's suspension of service notice;
 - (C) Notice to the Replacement Shipper regarding the Replacement Shipper's contract termination notice due to default or credit-related issues; and
 - (D) Notice to the Replacement Shipper that the Replacement Shipper(s) is no longer creditworthy and has not provided credit alternative(s) pursuant to this Section 10.

(b) Shipper Responsibilities

- (i) Shipper shall designate up to two representatives who are authorized to receive notices regarding the Shipper's creditworthiness, including requests for additional information, and shall provide to Transporter the Internet E-mail addresses of such representatives prior to the initiation of service. Written requests and responses shall be provided via Internet E-mail, unless otherwise agreed by the parties. The obligation of Transporter to provide creditworthiness notifications is waived until the above requirement has been met. Shipper shall manage internal distribution of any creditworthiness notices that are received. [0.3.7]
- (ii) Upon receipt of either an initial or follow-up request from Transporter for information to be used for creditworthiness evaluation, the Shipper's authorized representative(s) shall acknowledge receipt of Transporter's request. Transporter and Shipper may mutually agree to waive this requirement. [0.3.4]
- (iii) Shipper's authorized representative(s) shall respond to Transporter's request for credit information, as allowed by this Section 10, on or before the due date specified in the request. Shipper shall provide all the credit information requested by Transporter or provide the reason(s) why any of the requested information was not provided. [0.3.5]
- (iv) At any time after Shipper is determined to be non-creditworthy by Transporter, Shipper may initiate a creditworthiness re-evaluation by Transporter. As part of Shipper's re-evaluation request, Shipper shall either update or confirm in writing the prior information provided to Transporter related to Shipper's creditworthiness. Such update shall include any event(s) that Shipper believes

could lead to a material change in Shipper's creditworthiness. [0.3.8]

(c) Designating Notice Representatives

Transporter's and Shipper's authorized creditworthiness representative(s) for Internet E-mail notifications, responses and requests as described in this Section 10 shall be established by initiating a request as prescribed on Transporter's Customer Activities site.

In complying with the creditworthiness-related notifications pursuant to this Section 10 and Section 6 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper and Transporter may mutually agree to other forms of communication in lieu of Internet E-mail notification. [0.3.10]

10.6 Operationally-Created Capacity Availability

- (a) To the extent that, pursuant to Section 4 of these GT&C, a Shipper and Transporter have agreed to a minimum delivery pressure above the Tariff minimum delivery pressure, any such Shipper may at any time elect to waive its right to receive deliveries at the minimum delivery pressure specified in its firm Service Agreement. Should Shipper waive this right, it shall notify Transporter in writing of its waiver, including the following:
- (i) the applicable Point(s) of Delivery;
 - (ii) the duration of the waiver, which shall be for a term less than the remaining term of the applicable Service Agreement; and
 - (iii) the minimum pressure to which it agrees to reduce Transporter's delivery obligation.
- (b) Transporter shall notify Shipper of any increased capacity available on the Pipeline Facilities resulting from such Shipper's waiver. Shipper shall then have the right to subscribe, for the term of the waiver, to all or a portion of the additional capacity for firm transportation service under any of Transporter's generally applicable Rate Schedules, by providing notice to Transporter within three (3) Business Days of Transporter's notification. Should Shipper make a timely election to utilize all or a portion of the capacity created through the reduction in delivery pressure, Transporter and Shipper shall execute a Service Agreement for the additional capacity in accordance with this Section 10, subject to the provisions of Section 10.6(d), below.
- (c) If and to the extent that, within the three (3) Business Day period specified in Section 10.6(b) above, Shipper does not exercise its right to subscribe for the firm capacity created by the waiver, such unsubscribed capacity shall be available for firm transportation service, for the term of the waiver, in accordance with the procedures set forth in this Section 10, subject to the provisions of Section 10.6(d), below.
- (d) Any Service Agreement entered into pursuant to Section 10.6(b) or 10.6(c) above shall not be subject to the right of first refusal under Section 23 of these GT&C, except to the extent that the term of Shipper's Service Agreement is less than the duration of the applicable waiver established pursuant to Section 10.6(a)(ii), above, and Shipper is otherwise eligible for a right of first refusal under Section 23 of these GT&C, in which event Shipper may only exercise its right of first refusal to extend its Service Agreement for a term that does not exceed the duration of the applicable waiver.

10.7 Solicitation of Bids for Capacity

- (a) Transporter shall (1) post notices for solicitation of bids on a first-come, first-served basis, for available capacity for service to start immediately or in the future, or (2) post notice of an open season for its available capacity, or (3) post notice of an open season for expansion projects including Requests for incremental service at a date on or after the in-service date of the expansion facilities. Regarding (2) and (3), the open season notice will be posted for a period of no less than three (3) Business Days for available capacity and no less than twenty (20) Business Days for expansion projects on Transporter's system and will include the following information:
 - (i) the location of the capacity or proposed expansion;
 - (ii) the total quantity, if applicable;
 - (iii) the date capacity is available or proposed to be available; and
 - (iv) bid evaluation methodology, if applicable.
- (b) Regarding (2) and (3), the bid methodology will include a NPV analysis and the notice will be posted at least three (3) Business Days prior to bidding. In addition, Transporter will post whether bids have been received, the full NPV analysis for the highest bid received, the Shippers' bids, and the actual calculation of the NPV. Transporter will award the capacity based upon the highest NPV. In the event of equal bids on the basis of NPV calculation, capacity will be awarded on a pro rata basis. Shipper shall be required to indicate in its bid whether it is willing to accept a lesser quantity in the event such capacity is awarded on a pro rata basis due to equal bids. For purposes of its NPV evaluation, Transporter may consider the aggregate NPVs of two or more bids.
- (c) Regarding (2), if no acceptable bids are received during an open season, Transporter will post the capacity on its system in order that it may be awarded on a first-come, first-served basis at a mutually agreed upon rate. Shippers must submit a Request for such capacity by electronic mail and/or facsimile to Transporter's Marketing Department. The time stamp on the communication will be used to determine the sequence of bids. Transporter will not award such capacity at less than the maximum rate to an Affiliate as defined in Part 358 of the Commission's regulations unless a Request for a discount from an Affiliate is first posted for competitive bid and no other competitive bids are determined to be the best bid as a result of such posting. Transporter shall not be obligated to provide service at less than the applicable maximum rate.

20. WEB SITE

20.1 General

Transporter shall maintain a FERC-compliant interactive Web Site on its electronic communication system.

20.2 Submission of Information and Communications

Unless specifically provided otherwise in this Tariff, the generic provisions of this Tariff requiring that notices, requests, and other communications be in writing may be satisfied by Shipper through submission of such communications over Transporter's Web Site, or through electronic data interchange where applicable. Transportation Service Agreement notices requiring communications to be in writing remain unchanged unless agreed to otherwise by the parties. Submission of information and communications through Transporter's Web Site shall be legally binding on Shipper and Transporter.

20.3 Archived Information

Any party with access to the Web Site will be able to download information provided thereon. Transporter shall maintain and retain daily back-up records of the information displayed on the Web Site for a period of three (3) years for purposes of restoring such information to on-line availability if there is a computer malfunction or loss. Completed transactions and posted information will remain on the Web Site for at least ninety (90) days and then will be archived. Archived information will be available from Transporter upon fifteen (15) Days' prior written notice. Copies of archived information will be made available at a reasonable fee to recover the costs of providing such information. [4.3.107]

20.4 Access to Transporter's Web Site

Transporter shall provide access to Informational Postings and Customer Activities Web Sites via Transporter's Web Site (<https://dtmidstream.com/company/customers/>). Such person shall be responsible for providing all computer equipment necessary to use and interface with the Web Site.

For further information relative to Transporter's designated Internet web sites, potential users should contact:

Customer Service & Nominations
Phone Number: 1-800-372-2982
E-mail: InterstateScheduling@dtmidstream.com

20.5 Informational Postings Web Site

The Informational Postings Web Site will be maintained to provide equal and timely access to certain information, as it pertains to Transporter's pipeline system including: 1) Operationally Available and Unsubscribed Capacity; 2) Affiliate Information; 3) Gas Quality Information; 4) Index of Customers; 5) FERC Standards of Conduct for Transmission Providers pursuant to 18 CFR Part 358; 6) Critical, Non-Critical, and Planned Service Outage Notices; 7) Posted Imbalances; 8) Transporter's FERC Gas Tariff; and 9) Transactional Reporting. Other information or capabilities to comply with additional reporting requirements as dictated by the FERC also shall be included.

Information posted on Transporter's Informational Postings Web Site may be fully disseminated by its users.

Information on Transporter's Informational Postings Web Site shall be made available so as to permit users to download data to be used in their applications.

Company agreements are located on the Informational Postings Web Site (<https://dtmidstream.com/company/customers/>) under Forms.

20.6 Customer Activities Web Site

Transporter's proprietary business functions are accessible via its Customer Activities Web Site.

- (a) The Customer Activities Web Site will be maintained to provide equal and timely access to certain transportation information, as it pertains to Transporter's pipeline system and in accordance with applicable currently effective FERC's adopted NAESB WGQ standards.
- (b) Any person may communicate with Transporter via the System, which includes Electronic Data Interchange (EDI) by:
 - (i) acquiring compatible personal computer capability;
 - (ii) executing the applicable access forms with Transporter; and
 - (iii) receiving a user identification password for accessing such site.

20.7 Electronic Data Interchange

A person may communicate with Transporter via Electronic Data Interchange (EDI) by executing an Electronic Data Interchange Trading Partner Agreement with Transporter. The Electronic Data Interchange Trading Partner Agreement follows the format of the NAESB form Electronic Data Interchange Trading Partner Agreement. [6.3.3]

21. CAPACITY RELEASE

21.1 Capacity Eligible for Release

- (a) Shippers under Rate Schedule FT-1, FT-2, or EAW with a firm Service Agreement shall be permitted to release their capacity on a temporary or permanent basis, in accordance with this Section 21. Capacity which may be assigned to the Replacement Shipper hereunder shall be limited to the firm capacity reserved by the Releasing Shipper, as defined by the Primary Points of Receipt and the Primary Points of Delivery contained in the released capacity. Releases may be made on an interruptible (i.e., subject to recall) or firm basis and may be billed by Transporter based on usage.
- (b) Transporter shall continue to sell its unsubscribed firm capacity by providing notice of the availability of such capacity on the Web Site or by using any other marketing services at its disposal.

21.2 Capacity Release Offer

- (a) A Shipper that desires to release any or all of its firm capacity under this Section 21 must notify Transporter electronically on the Web Site of its intent to release capacity and the terms of the release (hereinafter referred to as "Offer"). An Offer shall be posted on the Web Site upon receipt by Transporter or such other time which must comply with the set forth in Section 21.4(b) herein, as requested by Releasing Shipper. This Offer shall include:
 - (i) Releasing Shipper's contract number;
 - (ii) The specific quantity of capacity to be released;
 - (iii) If the request for release is on a permanent basis;
 - (iv) The Points of Receipt and Points of Delivery at which Releasing Shipper will release capacity and the quantity of capacity to be released at each point;
 - (v) The period of time or term of the release;
 - (vi) The conditions of Releasing Shipper's right of recall as well as methods and rights associated with returning the previously recalled capacity to the Replacement Shipper, if applicable;
 - (vii) Whether contingent bids will be accepted and when the contingency must be removed;
 - (viii) The identity of a Pre-arranged Replacement Shipper (PRS), if applicable;
 - (ix) Whether the release constitutes "a release to an asset manager" within the meaning of 18 CFR § 284.8(h)(3), and if so, the volumetric level of the asset manager's delivery or purchase obligation and the time periods during which that obligation is in effect;
 - (x) Whether the release constitutes "a release to a marketer participating in a state-regulated retail access program" within the meaning of 18 CFR § 284.8(h)(4);

- (xi) Pursuant to NAESB WGQ Standard No. 5.3.26, the Releasing Shipper shall specify which one of the following methods is acceptable for bidding on a given capacity release Offer:

- Non-Index-based release - dollars and cents,
- Non-Index-based release - percentage of maximum rate, or
- Index-based formula as detailed in the capacity release offer.

The Offer shall also include the term and quantity of capacity Releasing Shipper shall accept, if any, and whether bids using a volumetric rate for the collection of Reservation Charges will be accepted and whether Releasing Shipper requires a volumetric commitment.

For releases with a term of more than one year, and for releases with a term of one year or less that will take effect more than one year from the date Releasing Shipper notifies Transporter of the release, the maximum reservation rate that may be bid shall not exceed the maximum rate for the applicable service being released as set forth on the applicable currently effective tariff sections, and the maximum volumetric rate that may be bid shall not exceed the one hundred percent (100%) load factor equivalent of the maximum rate, which Reservation rate equals the Authorized Overrun rate for the applicable service being released as set forth on the effective rate tariff sections. Pursuant to NAESB WGQ Standard No. 5.3.5, Transporter shall support volumetric releases with volumetric commitments by fully accounting for volumetric and reservation components, consistent with the rules and regulations enunciated by the Commission.

- (xii) The duration of the posting which may not be less than the minimum bid period specified in Section 21.4(b) herein;
- (xiii) The best bid criterion, the method by which volumetric or contingent bids will be evaluated, and any alternate, objective and nondiscriminatory method for breaking ties. The best bid evaluation method established by Releasing Shipper must be objectively stated, applicable to all PRS or Replacement Shippers and not unduly discriminatory and shall enable Transporter to rank the bids received by utilizing the weight assigned by Releasing Shipper to each element of the Offer;
- (xiv) If the release is for a period of thirty-one (31) days or less, the Releasing Shipper may designate in the Offer the winning bid criterion to be the first acceptable bid received. Such capacity release shall not contain an evergreen provision and cannot be reassigned to the same Replacement Shipper within twenty-eight (28) Gas Days from the termination of each release, except in the event the Replacement Shipper is bidding on a second release under a different Service Agreement, or the re-release is posted for bidding or qualifies for any of the other exemptions from bidding in 18 CFR § 284.8(h)(1);
- (xv) Restrictions, if any, on the PRS or Replacement Shipper's ability to request changes in primary Points of Receipt or primary Points of Delivery; and
- (xvi) Whether the Offer may be rejected in part in the event Transporter rejects such Offer pursuant to Section 21.7 herein.

- (b) Releasing Shipper shall post the Offer on the Web Site. Pursuant to NAESB WGQ Standard Nos. 5.3.14 and 5.3.16: Offers shall be binding until notice of withdrawal is received by Transporter on its Customer Activities Web site. The releasing party has the right to withdraw its Offer during the bid period, where unanticipated circumstances justify and no minimum Bid has been made.
- (c) When a Releasing Shipper presents a PRS that is on the approved bidders list, such Replacement Shipper initiates confirmations of prearranged deals electronically as a prerequisite to the awarding of the Offer.
- (d) The terms Releasing Shipper imposes may not conflict with any provision of the Service Agreement, Rate Schedule or General Terms and Conditions. In the event of such conflict, Transporter shall notify a Releasing Shipper to withdraw the Offer from posting.

21.3 Exceptions to Bidding

- (a) At Shipper's option, an Offer for a release of thirty-one (31) days or less with a designated PRS shall not be subject to the bidding process in accordance with Section 21.4 herein (exempt short-term capacity release). An exempt short-term capacity release shall not contain an evergreen provision and cannot be reassigned to the same PRS within twenty-eight (28) Gas Days from the termination of each release, except in the event the PRS is bidding on a second release under a different Service Agreement, or the re-release is posted for bidding or qualifies for any of the other exemptions from bidding in 18 CFR § 284.8(h)(1).
- (b) At Shipper's option, an Offer for a release to either (i) a designated PRS that is an asset manager, where such release is exempt from the bidding process pursuant to 18 CFR § 284.8(h)(3), or (ii) a marketer participating in a state-regulated retail access program in accordance with 18 CFR § 284.8(h)(4), shall not be subject to the bidding process in accordance with Section 21.4 herein.
- (c) In the event Releasing Shipper presents a PRS that is on the approved bidders list; the term of the release is over one year, or, if the term of the release is one year or less and the release will take effect more than one year from the date Releasing Shipper presents such PRS to Transporter; and such PRS agrees to pay the applicable Maximum Rate and agrees to all other conditions of the release prior to the submission of the Offer to Transporter, the released capacity will be assigned to the PRS and such Offer shall be exempt from the bidding process in accordance with Section 21.4 herein. The PRS will be posted as the winning bidder in accordance with Section 21.4(i) herein.
- (d) Timing of Capacity Releases Exempt from Bidding

For non-biddable releases, the posting of prearranged deals that are not subject to bid are due no later than one hour prior to the nomination deadline for the applicable cycle, pursuant to NAESB WGQ Standard No. 1.3.2. [5.3.2]

The posting deadlines are (all times are CCT pursuant to NAESB WGQ Standard No. 0.3.17) [5.3.2]:

- | | |
|----------------------|------------|
| (1) Timely Cycle | 12:00 Noon |
| (2) Evening Cycle | 5:00 p.m. |
| (3) Intraday 1 Cycle | 9:00 a.m. |
| (4) Intraday 2 Cycle | 1:30 p.m. |
| (5) Intraday 3 Cycle | 6:00 p.m. |

The contract is issued within one hour of the Award posting (with a new contract number, when applicable). Nomination is possible beginning at the next available nomination cycle for the effective date of the contract. [5.3.2]

21.4 Bidding Process

- (a) In order to submit a valid bid under this capacity release program, any party, including a PRS, must be on the approved bidders list. To be on the approved bidders list, a party must meet the provisions of Section 10 herein and have executed a capacity release service agreement with Transporter in the form as set forth in this Tariff (Capacity Release Form of Service Agreement). A party shall remain on the approved bidders list until such party notifies Transporter to the contrary, no longer meets the credit qualifications in Section 10.3 herein, or is suspended from the approved bidders list in the event and for such time as such party fails to pay part or all of the amount of any bill for service in accordance with Section 8 herein.
- (b) The capacity release timeline applies to all parties involved in the capacity release process provided that: 1) all information provided by the parties to the transaction is valid and the acquiring shipper has been determined to be creditworthy before the capacity release bid is tendered, 2) for index-based capacity release transactions, the Releasing Shipper has provided Transporter with sufficient instructions to evaluate the corresponding bid(s) according to the timeline, and 3) there are no special terms or conditions of the release. [5.3.1]

Further, Transporter may complete the capacity release process on a different timeline if the Offer includes unfamiliar or unclear terms and conditions (e.g. designation of an index not supported by Transporter). [5.3.1]

Pursuant to NAESB WGQ Standard No. 5.3.2 (all times are CCT pursuant to NAESB WGQ Standard No. 0.3.17):

For biddable releases (1 year or less):

- (i) Offers shall be tendered such that they can be posted by 9:00 a.m. on a Business Day.
- (ii) Open season ends at 10:00 a.m. on the same or a subsequent Business Day.
- (iii) Evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of best Bid is made, and ties are broken.
- (iv) If no match is required, the evaluation period ends and the Award is posted by 11:00 a.m.
- (v) Where match is required, the match is communicated by 11:00 a.m., the match response occurs by 11:30 a.m., and the Award is posted by 12:00 Noon.
- (vi) The contract is issued within one hour of the Award posting (with a new contract number, when applicable).
- (vii) Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.

For biddable releases (more than 1 year):

- (i) Offers shall be tendered such that they can be posted by 9:00 a.m. on a Business Day.
 - (ii) Open season shall include no less than three 9:00 a.m. to 10:00 a.m. time periods on consecutive Business Days.
 - (iii) Evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of best Bid is made, and ties are broken.
 - (iv) If no match is required, the evaluation period ends and the Award is posted by 11:00 a.m.
 - (v) Where match is required, the match is communicated by 11:00 a.m., the match response occurs by 11:30 a.m., and the Award is posted by 12:00 Noon.
 - (vi) The contract is issued within one hour of the Award posting (with a new contract number, when applicable).
 - (vii) Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.
- (c) The Bids for the given capacity release Offer shall adhere to the method specified by the Releasing Shipper. [5.3.26] All bids must also include the required bid information and must be received and posted electronically through the Web Site. Bids shall be posted on the Web Site with any contingencies identified and with the bidder's identity deleted.
- (d) A bidder may submit only one bid at a time in response to an Offer. A bidder may withdraw its bid through the Web Site at any time prior to the close of the posting period specified in the Offer without prejudice to its submitting another bid with an economic value equal to or greater than the economic value of the withdrawn bid.
- (e) Where there is a PRS and an offer which is better than the bid submitted by the PRS, Transporter will notify the PRS by 11:00 a.m. on the day capacity is awarded and the PRS will have until 11:30 a.m. to match the better offer and obtain the right to the released capacity. Transporter shall issue an Addendum to the PRS unless a better bid, as defined in Section 21.2(a)(xi) herein, is received within the time period specified in the posting. In the event the PRS does not match the better bid, Transporter shall issue an Addendum to the party who made the best bid.
- (f) Pursuant to NAESB WGQ Standard Nos. 5.3.13 and 5.3.15: Bids shall be binding until notice of withdrawal is received by Transporter on its Customer Activities Web site. Bids cannot be withdrawn after the bid period ends.
- (g) In the event that a winning bid has an unacceptable contingency, and Transporter is not notified through the Web Site that such contingency has been removed within the time period specified in the Offer, such contingent bid will be rejected by Transporter.
- (h) The Releasing Shipper may define in the Offer the criteria for determining the best bid. If the Releasing Shipper does not specify the criteria, Transporter shall use the highest economic value as set forth in Section 10.1 herein to determine the best bid. Pursuant to NAESB WGQ Standard No. 5.3.4, when Transporter makes awards of capacity for which

there have been multiple Bids meeting minimum conditions, Transporter shall award the Bids, best Bid first, until all offered capacity is awarded. If two or more Bidders have submitted Bids which reflect the highest economic value or the highest rate, as applicable, then, subject to any Prearranged Bidder's exercise of its right of first refusal, the released transportation rights will be awarded to the Bid submitted and received earliest by Transporter's Customer Activities site, unless, in accordance with Section 21.2(a)(xiii) herein, the Releasing Shipper has specified an alternative means for awarding the released capacity as between two or more equal bids ("alternative tie breaker"). Transporter will notify, through the Web Site by 11:00 a.m. following the end of the posting period, or by 12:00 Noon if a matching period is applicable, the PRS or Replacement Shipper that capacity has been awarded. Pursuant to NAESB WGQ Standard No. 5.3.19, Transporter shall allow re-releases on the same terms and basis as the primary release (except as prohibited by regulations).

- (i) Transporter will post the winning bids and Replacement Shippers' identity on the Web Site for at least five Business Days.

21.5 Rights and Obligations of Releasing Shipper

- (a) Regardless of the amount of capacity Releasing Shipper releases under this Section 21, Releasing Shipper shall remain liable for the Reservation Charges attributable to the released capacity unless otherwise agreed to in writing and in advance by Transporter. In the event of a permanent release, Transporter may, and will not unreasonably refuse to, waive liability of Releasing Shipper for the Reservation Charges.
- (b) When capacity is awarded to Replacement Shipper, Releasing Shipper must adjust or reconfirm its nominations to reflect the capacity released. Transporter may automatically change Releasing Shipper's nominations to zero for the Service Agreement under which capacity was released unless such nominations are adjusted or reconfirmed by the Releasing Shipper.
- (c) If Releasing Shipper releases its MDQ for a geographic portion of the capacity reserved under its Service Agreement, Releasing Shipper may use its full MDQ for its unreleased geographic portion of capacity.
- (d) When Releasing Shipper partially releases its capacity under a Service Agreement by releasing capacity between specific Points of Receipt and Points of Delivery or by releasing only a portion of its MDQ, Releasing Shipper's Service Agreement shall be deemed to be modified in accordance with the release and Releasing Shipper may not utilize the capacity released during the term of the release.
- (e) Releasing Shipper shall retain all Rights of First Refusal with respect to the released capacity, unless such release is a permanent release.
- (f) In the event of termination of a Replacement Shipper's Addendum pursuant to Section 21.6(c) herein, the released capacity related to such Addendum will revert to the Releasing Shipper.
- (g) Releasing Shippers may, to the extent permitted as a condition of the capacity release, recall released capacity. For the recall notification provided to Transporter, Transporter's Tariff shall specify whether the quantity should be expressed in terms of a) total released capacity entitlements or b) adjusted total released capacity entitlements based upon the Elapsed Prorata Capacity. The capacity entitlements resulting from the use of either a) or b) should be the same. [5.3.55] The recall notification to Transporter shall specify the

quantity in terms of total released capacity entitlements.

21.6 Rights and Obligations of Replacement Shipper

- (a) Any bid submitted will bind Replacement Shipper or PRS to the terms of the bid if Transporter selects such bid as the best bid. If all the information provided by the Releasing Shipper, the bidder/PRS is valid, the Replacement Shipper is creditworthy, and there are no special terms and conditions, Transporter will issue and execute the Addendum to the Capacity Release Service Agreement within one hour of awarding the winning bid.
- (b) The capacity release addendum number will be issued within one hour of the award posting. Nomination is possible beginning at the next available nomination cycle for the effective date of the capacity release addendum; however, in no event will Gas flow on Replacement Shipper's Service Agreement prior to the effective date of the release as posted in the Offer.
- (c) Replacement Shipper is responsible for payment of the applicable Reservation Charge, and any surcharges thereon, in the amount of its winning bid. Replacement Shipper is also responsible for all other billings, e.g., usage rate and applicable usage surcharges. In the event of payment default, subject to Section 8 herein, Transporter may elect to terminate that Replacement Shipper's Capacity Release Service Agreement which shall terminate all service thereunder utilized by the Replacement Shipper.
- (d) Once Replacement Shipper or PRS is notified of a winning bid, such Replacement Shipper or PRS shall have all the rights and obligations specified under the Releasing Shipper's Rate Schedule, the Releasing Shipper's Service Agreement and the General Terms and Conditions of this Tariff including the right to release firm capacity pursuant to this Section unless the conditions prescribed by the Offer require otherwise. Pursuant to NAESB WGQ Standard No. 5.3.19, Transporter shall allow re-releases on the same terms and basis as the primary release (except as prohibited by regulations).
- (e) Replacement Shipper shall have no Right of First Refusal with respect to the released capacity, unless such release is permanent.

21.7 Rights and Obligations of Transporter

- (a) Transporter shall determine the best bid based upon the best bid criteria established pursuant to Section 21.2(a)(xi) or Section 21.4(h) herein. Transporter shall have the right, but not the obligation, to reject, in whole or in part, the terms of any Offer or bid which is discriminatory or conflicts with any order or regulation issued by the FERC, or provision of the Service Agreement, Rate Schedule or General Terms and Conditions. Such Offer shall be rejected in its entirety unless Shipper, pursuant to Section 21.2(a)(xiv) herein, permits a partial rejection. Transporter shall provide notification to Shipper, through the Web Site, of the reason(s) for rejecting a release notice with the notice of rejection.
- (b) Transporter shall not have any liability to any Shipper, Releasing Shipper, Replacement Shipper, bidder or any other party as a result of Transporter's performance of its obligations under its capacity release program, and such Shippers, Releasing Shippers, Replacement Shippers, and bidders shall indemnify Transporter from and against any and all losses, damages, expenses, claims, suits, actions and proceedings whatsoever threatened, incurred or initiated as a result of Transporter's performance hereunder, except to the extent such loss, damage, expense, claim, suit, action or proceeding is the

result of Transporter's gross negligence, undue discrimination or willful misconduct, provided that Transporter shall be responsible for direct damages, if any, resulting from Transporter's own negligence.

- (c) Transporter shall not award capacity release offers to Replacement Shipper until and unless Replacement Shipper meets Transporter's creditworthiness requirements applicable to all services that it receives from Transporter, including the service represented by the capacity release. [5.3.59]

21.8 Term

- (a) Any release under this Section 21 shall be for a minimum term of at least one Gas Day.
- (b) Any release under this Section 21 shall be for a maximum term expiring on the earlier of:
 - (i) The last date this Tariff provision shall be effective;
 - (ii) The expiration date of Releasing Shipper's Service Agreement when the release is for the full term of such agreement; or
 - (iii) The expiration date specified by the Releasing Shipper in the Offer.

21.9 Standard Recall and Reput Notification Periods

Pursuant to NAESB WGQ Standard No. 5.3.44, Transporter shall support the following recall notification periods for all released capacity subject to recall rights.

- (a) Timely Recall Notification:
 - (i) A Releasing Shipper recalling capacity shall provide notice of such recall to Transporter and the first Replacement Shipper no later than 8:00 a.m. on the day that Timely Nominations are due.
 - (ii) Transporter shall provide notification of such recall to all affected Replacement Shippers no later than 9:00 a.m. on the day that Timely Nominations are due.
- (b) Early Evening Recall Notification:
 - (i) A Releasing Shipper recalling capacity shall provide notice of such recall to Transporter and the first Replacement Shipper no later than 3:00 p.m. on the day that Evening Nominations are due.
 - (ii) Transporter shall provide notification of such recall to all affected Replacement Shippers no later than 4:00 p.m. on the day that Evening Nominations are due.
- (c) Evening Recall Notification:
 - (i) A Releasing Shipper recalling capacity shall provide notice of such recall to Transporter and the first Replacement Shipper no later than 5:00 p.m. on the day that Evening Nominations are due.
 - (ii) Transporter shall provide notification of such recall to all affected Replacement Shippers no later than 6:00 p.m. on the day that Evening Nominations are due.

- (d) Intraday 1 Recall Notification:
 - (i) A Releasing Shipper recalling capacity shall provide notice of such recall to Transporter and the first Replacement Shipper no later than 7:00 a.m. on the day that Intraday 1 Nominations are due.
 - (ii) Transporter shall provide notification of such recall to all affected Replacement Shippers no later than 8:00 a.m. on the day that Intraday 1 Nominations are due.
- (e) Intraday 2 Recall Notification:
 - (i) A Releasing Shipper recalling capacity shall provide notice of such recall to Transporter and the first Replacement Shipper no later than 12:00 p.m. on the day that Intraday 2 Nominations are due.
 - (ii) Transporter shall provide notification of such recall to all affected Replacement Shippers no later than 1:00 p.m. on the day that Intraday 2 Nominations are due.
- (f) Intraday 3 Recall Notification:
 - (i) A Releasing Shipper recalling capacity shall provide notice of such recall to Transporter and the first Replacement Shipper no later than 4:00 p.m. on the day that Intraday 3 Nominations are due.
 - (ii) Transporter shall provide notification of such recall to all affected Replacement Shippers no later than 5:00 p.m. on the day that Intraday 3 Nominations are due.
- (g) Deadline for Reput:

The deadline for notifying Transporter of a reput is 8:00 a.m. to allow for timely nominations to flow on the next Gas Day. [5.3.54]

21.10 Billing Adjustments to Releasing Shipper

- (a) Transporter shall credit Releasing Shipper's monthly bill to reflect the Reservation Charge (including surcharges, if any) invoiced to Replacement Shipper, provided however, that Transporter and Releasing Shipper may, in connection with a Negotiated based on a rate design other than straight fixed variable, agree upon a payment obligation and crediting mechanism that varies from or is in addition to the provisions of this Section 21.10 in order to establish the basis of accounting for revenues from a Replacement Shipper as a means of preserving the economic bases of the Negotiated Rate. In the event of a release with a volumetric rate, for releases with a term of more than one year, or for releases with a term of one year or less that will take effect more than one year from the date Releasing Shipper notifies Transporter of the release, the volumetric rate shall be no greater than the 100% load factor equivalent of the Maximum Rate currently applicable to the service released and shall be credited to the Releasing Shipper's monthly bill. Replacement Shipper's payment of the Usage Charge and applicable usage surcharges, if any, will be retained by Transporter.
- (b) If Replacement Shipper fails to pay all or any part of the Reservation Charge so credited within thirty (30) days of its due date, then such unpaid amount plus interest will be charged to Releasing Shipper's next monthly bill and will be due and payable by Releasing Shipper in accordance with Section 8 herein.

21.11 Request to Purchase Releasable Capacity

Under this Section 21, Transporter shall provide the ability for a potential Replacement Shipper to communicate to potential Releasing Shippers, through the Transporter, a request to purchase capacity that is releasable. Such request shall be provided to Transporter electronically and shall include, at a minimum, the following types of information: contact information, quantity(ies) requested, date range, location information, other terms and conditions specified by the potential Replacement Shipper, and any additional information as required by Transporter. Transporter shall post on its Informational Postings Web site under the Notices category, pursuant to NAESB WGQ Standard No. 4.3.23, instructions on how a request shall be electronically provided to Transporter. [5.3.73]

Transporter shall post such request on its Informational Postings Web site as a Notice identified by a NAESB-defined Notice Type that indicates that it is a request to purchase capacity through the capacity release process and such Notice shall be provided pursuant to NAESB WGQ Standard No. 5.4.16. [5.3.73] Transporter shall post such request for the period requested by the potential Replacement Shipper.

25. COMPLAINT RESOLUTION

Complaint Resolution. Transporter will attempt to resolve any complaints by Shippers or potential Shippers without the necessity of a written complaint. To this end, Shippers are encouraged to attempt to resolve disputes informally with their designated service representatives. A formal complaint concerning any services offered by Transporter should be directed, in writing, to:

Guardian Pipeline, L.L.C.
Attn: Chief Compliance Officer
500 Woodward Ave.
Suite 2900
Detroit, Michigan 48226

The complaint should state that it constitutes a complaint pursuant to these tariff provisions, and the complaint should state with specificity the nature of the complaint, the actions or procedures of Transporter that gave rise to the complaint, and the remedy sought by the Shipper. Transporter will respond initially to the complainant within two (2) Business Days and in writing within thirty (30) Days.

30. AGENCY

A Shipper may delegate to any third party the responsibility for submitting nominations and receiving confirmations or performing other administrative duties under any agreement pursuant to the terms and conditions of the Agency Authorization Agreement as set forth on Transporter's Informational Postings Web Site (<https://dtmidstream.com/company/customers/>) under Forms and the following conditions:

- 30.1 Any designation of a third party as agent, or any change in such designation, must be provided in writing to Transporter at least two (2) Business Days prior to the requested effective date of the designation.
- 30.2 The written designation must specify any limits on the authority of the Agent, including any time limit for the designation. Transporter may reject any Shipper's request to delegate responsibilities if the limitations on the designation would impose undue administrative burdens on Transporter.
- 30.3 Transporter will rely on communications from a Shipper's agent for all nomination purposes except to the extent the designation is expressly limited. Communications by Transporter to such Agent will be deemed notice to Shipper.
- 30.4 Any third party may administer multiple agreements as the agent for one or more Shippers, but the agent must make nominations and otherwise administer and account separately for each agreement.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE EAW

This Service Agreement (Agreement No. _____) is made and entered into as of _____, _____, by and between GUARDIAN PIPELINE, L.L.C. (herein called "Transporter") and _____ (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 _____ and service hereunder will commence on _____; thereafter, the term of this Service Agreement will continue in force and effect for a Primary Term through _____. This Service Agreement shall terminate at the end of the Primary Term, unless extended under Section 23 of the GT&C.
- 2.3 The termination of this Service Agreement triggers pregranted abandonment under Section 7 of the Natural Gas Act as of the effective date of the termination.
- 2.4 Any provisions of this Service Agreement necessary to correct or cash out imbalances or to pay all applicable rates, charges, and penalties under this Service Agreement shall survive the other parts of this Service Agreement until such time as such balancing or payment has been accomplished.

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

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

ARTICLE IV
RESERVATIONS

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

ARTICLE V
GOVERNMENTAL AUTHORIZATIONS

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

ARTICLE VI
NOTICES

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

ARTICLE VII
NONRECOURSE OBLIGATION OF LIMITED LIABILITY COMPANY MEMBERS

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

ARTICLE VIII
INTERPRETATION

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

ARTICLE IX
CANCELLATION OF PRIOR CONTRACT(S)

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

ARTICLE X

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

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

GUARDIAN PIPELINE, L.L.C.

By: _____

Printed Name: _____

Title: _____

(SHIPPER)

By: _____

Printed Name: _____

Title: _____

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

_____ ("SHIPPER")

DATED _____

TOTAL BASE MDQ: _____ TOTAL MDQ + FUEL:* _____
EAW Point: _____

FIRM PRIMARY POINT(S) OF RECEIPT

<u>POINT(S) OF RECEIPT</u>	<u>BASE MDRO</u>	<u>MDRO + FUEL*</u>
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TOTAL PRIMARY POINT(S) OF RECEIPT MDQ: _____

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>

FIRM PRIMARY POINT(S) OF DELIVERY

<u>POINT(S) OF DELIVERY</u>	<u>BASE MDDO</u>	<u>MDDO + FUEL*</u>
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TOTAL PRIMARY POINT(S) OF DELIVERY MDQ: _____

RIGHT OF FIRST REFUSAL: YES _____ NO _____
Linked to Rate Schedule _____ Service Agreement No. _____

* = "+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 _____ through _____.

Supersedes Exhibit "A" Dated: _____.

Agreement No. _____

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE EAW

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

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

_____ ("SHIPPER")

DATED _____

Shipper and Transporter agree to a negotiated 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 _____, 20__ and continuing until _____, 20__. 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 Negotiated Rate:

Transporter and Shipper agree that the EAW Rate shall include a Monthly Reservation Rate and a Usage Rate as indicated below:

1. Monthly Reservation Rate shall be (select (i), (ii), or (iii) below and complete the blank if applicable):

- _____(i) at a rate of \$ _____ /Dth; or
_____(ii) a reduction, stated on a percentage basis, from the maximum unit reservation charge, of _____ %/Dth; or
_____(iii) at the maximum applicable rate shown in Transporter's Statement of Rates as it may change from time to time; and

2. Usage Rate shall be (select (i) or (ii) below and complete the blank if applicable):

- _____(i) at a rate of \$ _____ /Dth; or
_____(ii) at the maximum applicable rate shown in Transporter's Statement of Rates as it may change from time to time.

Narrative Description of Negotiated Rate:

Supersedes Exhibit "B" Dated: _____.

Agreement No. _____

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

_____ ("SHIPPER")

DATED _____

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 _____, 20__ and continuing until _____, 20__. 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 EAW Rate shall be discounted as indicated below:

Discounted Rate:

Rate Type: _____
Quantity: _____
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:

Supersedes Exhibit "C" Dated: _____.

Agreement No. _____

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE PAL

This Service Agreement (Agreement No. _____) is made and entered into as of _____, _____, by and between GUARDIAN PIPELINE, L.L.C. (herein called "Transporter") and _____ (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 _____ 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 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

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

[If none, so state] [Particulars of any agreement pursuant to Section 26.1 or Section 26.2 of the GT&C to be included here.]

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: _____

Printed Name: _____

Title: _____

(SHIPPER)

By: _____

Printed Name: _____

Title: _____

GUARDIAN PIPELINE, L.L.C.
EXHIBIT "A" TO PARK AND LOAN (PAL) AGREEMENT
Rate Schedule PAL

TRANSPORTER: Guardian Pipeline, L.L.C.

SHIPPER: _____

TYPE OF AGREEMENT: (Parking or 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)	☐								
2) Shipper Requested Term Parking/Lending Service (RPL)	☐								

Ratable Schedule: (Yes or 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:

This Exhibit "A" is made and entered into as of _____, 20__.

Agreement No. _____

Appendix B

Marked Tariff Record

FERC GAS TARIFF
VOLUME NO. 1
OF
GUARDIAN PIPELINE, L.L.C.
FILED WITH THE
FEDERAL ENERGY REGULATORY COMMISSION

Communications Concerning this Tariff
Should be Addressed to:

~~Denise Adams E. Adina Owen~~
~~Director, Regulatory Affairs~~Assistant General Counsel II
E-mail: ~~regulatoryaffairs@oneok.com~~regulatory@dtmidstream.com; adina.owen@dtmidstream.com
Telephone: ~~(918) 732-1408~~(313) 774-2614
Facsimile: ~~(918) 732-1363~~(713) 224-6226

Mailing Address:

~~GUARDIAN PIPELINE, L.L.C.~~
~~P.O. Box 871~~
~~Tulsa, Oklahoma 74102-0871~~

~~Address for Courier Delivery:~~
~~GUARDIAN PIPELINE, L.L.C.~~Guardian Pipeline, L.L.C.
~~ONEOK Plaza~~500 Woodward Ave.

~~100 West 5th Street~~Suite 2900
~~Tulsa, Oklahoma 74103~~Detroit, Michigan 48226

Web Address: ~~www.oneok.com/gpl~~www.dtmidstream.com/company/customers

PRELIMINARY STATEMENT

GUARDIAN PIPELINE, L.L.C. ("Guardian" or "Transporter") is a Natural Gas Company subject to the jurisdiction of the Federal Energy Regulatory Commission, primarily engaged in the transportation of Natural Gas in interstate commerce. Guardian's pipeline extends from interconnections with the North American pipeline grid near Joliet, Illinois, to a terminus near Green Bay, Wisconsin. Guardian provides transportation of Natural Gas through its pipeline for all Shippers eligible for service under its Tariff on an open access basis.

The currently effective Rates, Rate Schedules, General Terms and Conditions and Forms of Service Agreement applicable to services performed by Guardian are contained herein.

SYSTEM MAP

Guardian's System Map may be viewed and downloaded ~~on its Web Site, at~~
~~<http://www.oneok.com/gpl>~~~~<https://dtmidstream.com/company/customers>~~, by selecting "Informational Postings" then
"GPL System Maps."

2. DEFINITIONS

The following terms, when used herein or in any Rate Schedule contained in this Tariff or in any executed Service Agreement for service under a Rate Schedule contained in this Tariff, have the following meanings:

- "Affiliate" means any Person which controls, is controlled by, or is under common control with Transporter or Shipper.
- "Affiliate Guarantor" means a Shipper's Affiliate that executes a corporate guarantee satisfactory to Transporter for Shipper's obligations under a Service Agreement.
- "Aggregation Nomination" means a nomination(s) provided by a Shipper under a Rate Schedule EAW Service Agreement that specifies an EAW Point as the Point of Delivery.
- "British thermal unit" and "Btu" mean the amount of heat required to raise the temperature of one avoirdupois pound of pure water from fifty-eight and five-tenths degrees (58.5°) Fahrenheit to fifty-nine and five-tenths degrees (59.5°) Fahrenheit at a constant pressure of 14.73 psia.
- "Business Day" means Monday through Friday, excluding Federal Banking Holidays for transactions in the United States and similar holidays for transactions occurring in Canada and Mexico. [3.2.1]
- "Central Clock Time" and "CCT" mean central daylight time when daylight savings time is in effect and central standard time when daylight savings time is not in effect.
- "Commission" and "FERC" mean the Federal Energy Regulatory Commission or any successor regulatory authority having jurisdiction over Transporter under the Natural Gas Act or supervening legislation.
- "Connecting Party" means the operator of the facilities immediately upstream or downstream of Transporter's Pipeline Facilities.
- "Contract Path" means the portion of Transporter's Pipeline Facilities from Shipper's Primary Point of Receipt to Shipper's Primary Point of Delivery, such that the Contract Path includes that portion of Transporter's Pipeline Facilities for which Shipper pays a reservation charge pursuant to Section 5.2(a) of Rate Schedule(s) FT-1 or FT-2.
- "Cubic Foot" means the volume of Natural Gas which occupies one (1) cubic foot of space, measured according to Boyle's and Charles' Laws for the measurement of Natural Gas under varying pressures with deviation therefrom as provided in Section 5 and on the measurement basis likewise specified in Section 5 of the GT&C. One Cubic Foot equals 0.02832 m³.
- "Day" or "Gas Day" means a period of consecutive hours from 9:00 a.m. to the following 9:00 a.m. CCT. [1.3.1]
- "Dekatherm" or "Dth" means the quantity of heat energy that is equivalent to one million British Thermal Units. One "Dekatherm" or "Dth" of gas means the quantity of gas which contains one Dekatherm of heat energy.
- "Designated Limited Notice Receipt Point(s)" means the Point(s) of Receipt designated by Shipper pursuant to Section 4.2 of Rate Schedule(s) FT-1 or FT-2.
- "Disaggregation Nomination" means a nomination(s) provided by a Shipper under any of Transporter's Rate Schedules that specifies an EAW Point as the Point of Receipt.

- "EAW Point" means a virtual point on Transporter's System at which Transporter provides service under Rate Schedule EAW.
- "Elapsed Prorata Capacity" means that portion of the capacity that would have theoretically been available for use prior to the effective time of the intraday recall based upon a cumulative uniform hourly use of the capacity. [5.2.3]
- "Elapsed-prorated-scheduled quantity" means that portion of the Scheduled Quantity that would have theoretically flowed up to the effective time of the intraday nomination being confirmed based upon a cumulative hourly quantity for each nomination period affected.
- "Gas Price Index" means for each reported Day, (Saturday, Sunday, holiday or any other non-published Day shall be the average of the immediately preceding and immediately following published Day's price), the midpoint in the range of prices reported for "Chicago city-gates" as published in Platts Gas Daily, or, if not published, an equivalent index or indicator, which substitution shall be posted on Transporter's Web Site, and Transporter shall revise this definition to reflect such substitute index or indicator.
- "GT&C" means the General Terms and Conditions of Transporter's Tariff, as revised and effective from time to time.
- "Lending" means the advance of Natural Gas by Transporter to Shipper and the subsequent redelivery of such loaned quantity to Transporter.
- "Limited Notice Quantity" means a quantity of up to ten (10) percent of Shipper's MDQ under its Rate Schedule(s) FT-1 or FT-2 Service Agreement with Transporter.
- "Low Pressure Receipt Point" means Transporter's Point of Receipt at the interconnection with Natural Gas Pipeline Company of America.
- "Mcf" means 1,000 Cubic Feet of Natural Gas.
- "MMBtu" means one million Btu's. An MMBtu is the heat energy equivalent of a Dth.
- "Market Aggregation Point" (MA Point) shall mean a non-physical point on Transporter's system which serves as a single location to aggregate nominated quantities of gas at delivery points on Transporter's system pursuant to Rate Schedule MA.
- "Maximum Daily Delivery Obligation" and "MDDO" mean the maximum quantity of Gas assigned to a specific Primary Point of Delivery, as set forth on Exhibit "A" to Shipper's firm Service Agreement, that Transporter is obligated to deliver to Shipper at that point on any Day. The total of all MDDO for Points of Delivery shall equal the MDQ as set forth on Exhibit "A" to the Shipper's Service Agreement.
- "Maximum Daily Quantity" and "MDQ" mean (1) with respect to firm services, the maximum daily quantity of Natural Gas that Transporter is required to transport for Shipper or for the account of Shipper under a firm Service Agreement, including from all Primary Point(s) of Receipt and to all Primary Point(s) of Delivery and (2) with respect to other services, the maximum daily quantity of Natural Gas that is available under the service agreement for transport, aggregation, or wheeling. Shipper's MDQ shall be set forth on Exhibit "A" to Shipper's Service Agreement.
- "Maximum Daily Receipt Obligation" and "MDRO" mean the maximum Quantity of Gas assigned to a specific Primary Point of Receipt, as set forth on Exhibit "A" to Shipper's firm Service Agreement, that Transporter is obligated to receive from Shipper at that point on any Day. The total of all MDRO for Points of Receipt shall equal the MDQ as set forth on Exhibit "A" to the Shipper's Service Agreement.

- "Maximum Hourly Delivery Obligation" and "MHDO" mean the maximum quantity that Transporter is required to transport to Shipper's delivery point(s) during any hour as set forth in Section 15 of the GT&C.
- "Month" means the period beginning at 9:00 a.m. CCT on the first Day of the calendar month and ending 9:00 a.m. CCT on the first Day of the next succeeding calendar month.
- "NAESB" means the North American Energy Standards Board.
- "NAESB Standard" means a standard issued by NAESB and adopted by the Commission.
- "Natural Gas" means any mixture of hydrocarbons, consisting essentially of methane, and inert or noncombustible gases which are extracted from the subsurface of the earth in their natural state meeting the quality and pressure specifications set forth in Sections 3 and 4 of the GT&C.
- "Negotiated Rate" means a rate or rate formula for computing a rate for service under a single rate schedule pursuant to Section 26.2 herein.
- "Net Present Value" shall mean the calculation of net present value of the reservation charge that requestor would pay at the rates requestor has bid, which shall not be less than the minimum rate nor greater than the maximum rate, as stated on the currently effective Tariff section governing such service, over the term of service specified in the request, utilizing as the discount factor the FERC-approved interest rate as such rate may be in effect from time to time.
- "Operational Balancing Agreement" and "OBA" mean a contract between two parties which specifies the procedures to manage operating variances at an interconnect.
- "Operational Flow Order" and "OFO" mean an order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity, of Transporter's Pipeline Facilities or to maintain operations required to provide efficient and reliable firm service. Whenever Transporter experiences these conditions, any pertinent order shall be referred to as an Operational Flow Order. [1.2.6]
- "PAL Point" means a virtual point on Transporter's system at which Transporter provides Parking and Lending service under Rate Schedule PAL.
- "Parking" means the receipt by Transporter of Natural Gas from or for the account of Shipper, the holding of such parked quantity for a period of time and the subsequent redelivery to Shipper.
- "Person" means an individual or any corporation, joint venture, limited liability company, partnership, association, business trust, or organized group of persons, whether incorporated or not.
- "Pipeline Facilities" means Transporter's Pipeline Facilities extending from interconnections with the North American natural gas pipeline grid near Joliet, Illinois to near Green Bay, Wisconsin, as Transporter's Pipeline Facilities may exist from time to time.
- "Point(s) of Delivery" means the point or points on Transporter's Pipeline Facilities where Transporter delivers Natural Gas to or for the account of Shipper.
- "Point(s) of Receipt" means the point or points on Transporter's Pipeline Facilities where Transporter receives from Shipper or for Shipper's account Natural Gas to be transported through Transporter's Pipeline Facilities.
- "Pre-arranged Replacement Shipper" and "PRS" mean the entity designated by Releasing Shipper prior to the Released Capacity being posted on the Web Site system in accordance with Section 21 of the GT&C.

- "Primary Point(s) of Delivery" means the Point(s) of Delivery set forth on Exhibit "A" to Shipper's firm Service Agreement.
- "Primary Point(s) of Receipt" means the Point(s) of Receipt set forth on Exhibit "A" to Shipper's firm Service Agreement including Shipper's Designated Limited Notice Receipt Point(s).
- "Psia" means pounds per square inch absolute. One psia equals 6.896 kiloPascal (kPa) absolute.
- "Psig" means pounds per square inch gauge. One psig equals 6.896 kiloPascal (kPa) gauge.
- "Recourse Rate" means the maximum rate for service under Transporter's Rate Schedule under which the Negotiated Rate is applicable.
- "Releasing Shipper" means a Shipper receiving service pursuant to a Service Agreement under Rate Schedule(s) FT-1 or FT-2 of Transporter's Tariff that releases firm capacity in accordance with Transporter's capacity release program as set forth in Section 21 of these GT&C.
- "Replacement Shipper" means any Person who obtains released capacity in accordance with Transporter's capacity release program as set forth in Section 21 of these GT&C.
- "Request" means a request for service which meets the requirements of Section 10 of the GT&C, which request is considered a valid request.
- "Request Date" means the date on which a Request is considered valid under Section 10 of these GT&C.
- "Scheduled Quantity" means the quantity of Natural Gas that Shipper nominates in accordance with Section 11 of these GT&C, and that is confirmed in accordance with Section 11.3 of these GT&C.
- "Secondary Point(s) of Delivery" means the point or points on Transporter's Pipeline Facilities where Transporter delivers Natural Gas to or for the account of Shipper, which Point(s) are not set forth on Exhibit "A" to Shipper's firm Service Agreement, and are thus not Primary Point(s) of Delivery.
- "Secondary Point(s) of Receipt" means the point or points on Transporter's Pipeline Facilities where Transporter receives from Shipper or for Shipper's account Natural Gas to be transported through Transporter's Pipeline Facilities, which Point(s) are not set forth on Exhibit "A" to Shipper's firm Service Agreement, and are thus not Primary Point(s) of Receipt.
- "Service Agreement" means the agreement executed by the Shipper and Transporter under any Rate Schedule of Transporter's Tariff, including a Capacity Release Service Agreement, and any exhibits, attachments, and/or amendments thereto.
- "Service Requester" means a Shipper or its Nomination Agent (one who has been pre-designated by Shipper to serve in such role). If a Shipper elects to use a Nomination Agent for a given service agreement, the Nomination Agent replaces the Shipper as the sender of the nomination information as well as the receiver of the nomination-related information from Transporter for such agreement.
- "Shipper" means a Person who executes a Service Agreement with Transporter for service under any Rate Schedule of Transporter's Tariff.
- "Tariff" means Transporter's FERC Gas Tariff, including but not limited to Rate sections, Rate Schedules, General Terms & Conditions, and Forms of Service Agreement, as may be revised and effective from time to time.

- "Thermally Equivalent Quantities" means the thermal quantities of Natural Gas received by Transporter at the Point(s) of Receipt less Transporter's Use Gas.
- "Total Heating Value" means the number of Btu's produced by the complete combustion with air, at constant pressure, of 1 anhydrous (dry) Cubic Foot of Natural Gas, at a temperature of sixty degrees (60°) Fahrenheit and under a pressure of 14.73 psia, and when the products of combustion are cooled to the initial temperature of the Natural Gas and air and all water formed by combustion is condensed to the liquid state. The total heating value (Btu per cubic foot of gas) shall be stated to at least the third decimal point for reporting purposes and to at least the sixth decimal place for calculation purposes.
- "Transporter" means Guardian Pipeline, L.L.C.
- "Transporter's Use Gas" means the amount of Natural Gas used in Transporter's operations including all gas otherwise used, lost or unaccounted for, and gas tendered as compensation for fuel and losses to others who provided transportation and/or compression services for or on behalf of Transporter.
- "Web Site" means 1) Transporter's site on the Internet at <http://www.oneok.com/gp> ~~https://dtmidstream.com/company/customers/~~, through which Transporter's electronic communication service is accessible or 2) Transporter's Internet Web Site containing information postings and access to Transporter's Customer Activities site.
- "Weekly Gas Price Index" means for each reported week containing any day(s) of the Month, the weekly weighted average price reported for "Chicago city-gates," as published in Gas Daily, or, if no longer published, an equivalent index or indicator, which substitution shall be posted on Transporter's Web Site, and Transporter shall revise this definition to reflect such substitute index or indicator.

9. NOTICES

Except when the terms of Transporter's Tariff require or allow for communication via Transporter's System, any communication, notice, request, demand, statement, or bill provided for in Transporter's Tariff or in a Service Agreement, or any notice which either Transporter or Shipper may desire to give to the other, shall be in writing and shall be considered as duly presented, rendered, or delivered when mailed by either registered or ordinary mail or when sent by express mail service, E-mail, or such other method mutually agreed upon between the parties. The material so sent shall be addressed to the pertinent party at its last known address, or at such other address as either party may designate. Shipper shall be responsible for ensuring that its designated notice address is current and accurate for all such notices sent pursuant to this Section 9. Notwithstanding, notices of OFOs shall be issued in accordance with Section 18.4 of the GT&C and notices of Force Majeure shall be issued in accordance Section 24.1 of the GT&C. For purposes of notices that a Shipper sends to Company pursuant to this Section 9, Company's mailing address and E-mail addresses are:

Guardian Pipeline, L.L.C.

~~P.O. Box 871~~

~~Tulsa, Oklahoma 74102-0871~~ 500 Woodward Ave.

Suite 2900

Detroit, Michigan 48226

~~Contract Administration's E-mail: NGP_Contracts@oneok.com~~

~~Scheduling's E-mail for Customer Service & Nominations:~~

~~ONEOKMarketServices@oneok.com~~ InterstateScheduling@dtmidstream.com

~~Commercial's E-mail for Commercial: IPLMarketing@oneok.com~~ IPLCommercial@dtmidstream.com

10. SERVICE REQUESTS AND CONTRACTING FOR SERVICE

10.1 Requests for Firm Services

- (a) Transporter shall accept written transportation Requests for firm service under any firm Rate Schedule in accordance with this Subsection 10.1, provided that Transporter shall not be obligated to provide service at less than the applicable maximum rate.
- (b) Except as expressly set forth in Subsection 10.1(d) or other provisions of this FERC Gas Tariff, Transporter may award available capacity for firm transportation service to commence at a future date only within the following timeframes:
 - (i) For service with a primary contract term of three months or less, Transporter may award a Request for service no earlier than fifteen (15) calendar days prior to the proposed commencement date of service.
 - (ii) For service with a primary contract term of greater than three months, but less than one year, Transporter may award a Request for service no earlier than thirty (30) calendar days prior to the proposed commencement date of service.
 - (iii) For service with a primary contract term of one (1) year or longer, Transporter may award a Request for service no earlier than ninety (90) days prior to the proposed commencement date of service.
- (c) Transporter shall deny a request for capacity to the extent honoring the request would have the effect of awarding capacity prior to the timeframes set forth in Subsection 10.1(b). If the limitations on availability of the requested capacity would have the effect of making a Shipper's request premature, Transporter will treat the request as if it had been made beginning with the date the requested capacity is available and for the term capacity is available. For example, if on October 1, a Shipper requested that Transporter award capacity with a primary contract term of one year beginning on November 1, but the capacity was available only for the following June through October (i.e., for the last five months of the requested term), Transporter would treat the request as a request for capacity with a term of five months with the date the capacity became available deemed to be the start of the requested primary term. Pursuant to Subsection 10.1(b)(ii), Transporter would reject the request as premature. Notwithstanding the above:
 - (i) Transporter may consider a Request described pursuant to Subsection 10.1(d).
 - (ii) Transporter and Shipper may agree to contract for less than all the requested capacity as long as the award is within the timeframes set forth in Subsection 10.1(b). For example, if a Shipper requested 15,000 Dth/day of capacity for a term of one year and only 5,000 Dth/day was available for a six-month period beginning four months after the request was made, Transporter and Shipper could agree to contract for the available capacity for a six month term consistent with the timeframe set forth in Subsection 10.1(b)(ii).
- (d) Transporter may consider, on a not unduly discriminatory basis, a Request for firm service outside the time periods specified in Subsection 10.1(b), if the Request involves circumstances which include the following:
 - (i) The Request is for capacity offered pursuant to an open-season initiated by Transporter pursuant to the process set forth in Subsection 10.7; or

- (ii) The Request is for capacity offered on a pre-arranged basis or involves the acquisition, modification, or construction of facilities or terms and conditions that may require prior Commission approval or notice pursuant to Section 37.
- (e) If Transporter allows a variation from the time periods specified in Subsection 10.1(b) in accordance with the circumstances described in Subsection 10.1(d)(i)-(ii) or otherwise, Transporter shall provide reasons for the variation in the notice of the open season or by means of an Informational Postings notice on Transporter's Web Site. Transporter shall deviate from the time periods specified in Subsection 10.1(b) only in a not unduly discriminatory manner consistent with the Commission regulations.
- (f) The transportation service Request Date for all Requests for firm transportation service under any firm Rate Schedules shall be the date Transporter receives a valid Request pursuant to this Section 10, as such date is evidenced on Shipper's Service Request Form by a postmark, delivery service datemark or, if by electronic communication, the date of receipt shown on Transporter's computer. All such Requests received on the same Day shall be deemed to have the same date, and if the sum of all Requests for firm service under Rate Schedule(s) FT-1 and FT-2 exceeds the certificated capacity of Transporter's Pipeline Facilities, then the available firm capacity for Rate Schedule(s) FT-1 and FT-2 shall be allocated in the order of the highest economic value of the bids to Transporter on a Net Present Value (NPV) basis. All capacity related to such unsatisfied Requests for firm service under Rate Schedule(s) FT-1 and FT-2 having the same economic value to Transporter shall be allocated among Shippers on a pro rata basis.
- (g) Shippers requesting service at a Negotiated Rate which exceeds the maximum rate will be considered to be paying the maximum rate for purposes of determining the bid with the greatest economic value in this Subsection 10.7.

10.2 Information Required From All Shippers

- (a) All Shippers seeking service from Transporter must provide the information required by this Section 10. A Service Agreement may be tendered provided the preceding requirements have been satisfied and Shipper's credit evaluation pursuant to Section 10.3 below is satisfactory. In the event Transporter determines that Shipper's Request for service does not comply with this Section 10.2 or Shipper's credit evaluation does not comply with Section 10.3 below, Transporter shall notify Shipper of the deficiencies and the additional information or changes required to complete the Request. Transporter shall undertake reasonable efforts to provide such notice of deficiency within fourteen (14) days of receipt of Shipper's Request for service. Shipper shall have the right for a period of fourteen (14) days after such notice to supplement Shipper's Request as required to comply with this Section 10. If Shipper's Request, as supplemented within said fourteen (14) days, remains incomplete and deficient, then Shipper's Request shall be rejected, without prejudice to Shipper submitting a new Request in compliance with this Section 10.2.
- (b) If Shipper's Request for service and credit evaluation comply with this Section 10 and Transporter accepts Shipper's Request for service, a Service Agreement shall be made available to Shipper for execution. As of the date that Service Agreement is made available for service to Shipper, Transporter shall deem the MDQ under such Service Agreement to be an existing obligation, subject to Shipper's execution of the Service Agreement in accordance with this Section 10.2(b). In the event the Service Agreement is not executed by Shipper within ten (10) days of its availability to Shipper, Transporter shall consider the Request for service invalid and the Service Agreement shall be void.

- (c) In addition to any specific requirements set forth in the applicable Rate Schedule, all firm transportation Requests shall be subject to the following conditions:
- (i) No Request for transportation from a Point of Receipt or to a Point of Delivery shall be considered valid or be granted if to do so would impair Transporter's ability to render existing services to Transporter's Rate Schedule(s) FT-1 and FT-2.
 - (ii) Subject to the provisions of 10.2(c)(i), the addition of or changes to Primary Point(s) of Receipt including Designated Limited Notice Receipt Points or Primary Point(s) of Delivery to a firm Service Agreement within Shipper's MDQ will not be considered a new transaction for purposes of complying with this Section 10. Any Shipper receiving permission from Transporter to use any new Primary Point(s) of Receipt or new Primary Point(s) of Delivery within Shipper's MDQ shall be deemed to have complied with the requirements of this Section 10 for purposes of receiving priority in contracting for such new Primary Point(s) of Receipt or new Primary Point(s) of Delivery for firm transportation over any third-party subsequently requesting firm transportation under a firm Rate Schedule at that Point of Receipt or Point of Delivery as a Primary Point of Receipt or Primary Point of Delivery if, at the time of Shipper's request, said third-party's request has not been accepted by Transporter. The priority for such new Primary Point(s) of Receipt or Primary Point(s) of Delivery shall be determined in accordance with this Section 10.
- (d) ~~By requesting service, Shipper certifies to the following: No Requests for service will be processed until Shipper has provided to Transporter a completed Service Request Form, including information regarding any specific affiliation with Transporter. All completed Service Request Forms must be sent by U.S. Postal Service, by express mail, by courier, or by facsimile, to~~

~~GUARDIAN PIPELINE, L.L.C.
Attn: Customer Services
ONEOK Plaza
100 West 5th Street
Tulsa, Oklahoma 74103
Phone: (918) 588-7745
Facsimile: (918) 588-7750~~

~~Additionally, to the extent the Commission ultimately requires pipelines to conduct all business transactions using the Internet (as contemplated by Commission Docket No. RM96-1), Requests for service must be provided to Transporter on Transporter's Web Site or in any other manner required by the Commission's final order in Docket No. RM96-1 or any other docket relating to transactions on the Internet and any NAESB standards promulgated pursuant to appropriate Commission authority.~~

~~(e) Submission of the Request for service shall constitute certification of the following:~~

- (i) Shipper has or will have title or a current contractual right to acquire title to or to ship the Natural Gas to be transported by Transporter.
- (ii) Prior to the commencement of service, Shipper has or will enter into all necessary third-party agreements to transport the Natural Gas to the Point(s) of Receipt on Transporter's Pipeline Facilities and from the Point(s) of Delivery on Transporter's Pipeline Facilities to the party ultimately receiving the Natural Gas.
- (iii) If Shipper is requesting service hereunder to be implemented pursuant to Section 311 of the Natural Gas Policy Act of 1978, certification must be executed by the local distribution company or the intrastate pipeline company, on whose behalf the transportation will be performed, whether or not such local distribution company or intrastate pipeline is the Shipper, that the local distribution company or intrastate pipeline (1) will have physical custody of and transport the Natural Gas at some point during the transaction of which the transportation by Transporter is a part; or (2) will hold title to the Natural Gas at some point for a purpose related to its status and functions as a local distribution company or intrastate pipeline; or (3) that the Natural Gas will be delivered to a Shipper that is located within the local distribution company's service area and the transportation is being provided on its behalf; or (4) that the Natural Gas will be delivered to a Shipper that is physically able to receive direct deliveries of Natural Gas from the intrastate pipeline and the transportation is being provided on its behalf.

10.3 Creditworthiness

Transporter shall apply, on a non-discriminatory basis, consistent financial evaluation standards to determine the acceptability of a Shipper's overall financial condition. Such credit appraisal and any further or ongoing credit appraisal as may be necessary shall be based mainly upon the information and criteria listed in (a)-(c) below. Provided further, a Shipper with an ongoing business relationship with Transporter shall have no delinquent balances outstanding for services made previously by Transporter, and Shipper must have paid its account according to the established terms and not made deductions or withheld payment for claims not authorized by contract.

- (a) Shipper shall provide any reasonable information required by Transporter in connection with transportation services pursuant to this Tariff, including information relating to the Shipper's supply of natural gas, the deliverability of such natural gas and upstream transportation arrangements.
- (b) If requested by Transporter, Shipper shall provide Transporter within one hundred and twenty (120) days after the end of each fiscal year of Shipper, current audited financial statements, annual reports, 10-K reports, or other filings with regulatory agencies which discuss Shipper's financial status; a list of all corporate Affiliates, parent companies, and subsidiaries; and any reports from credit reporting and bond rating agencies which are available. Transporter may accept unaudited consolidated financial statements. Transporter shall determine the acceptability of the Shipper's overall financial condition.
- (c) Upon execution and delivery of the Service Agreements, Shipper will comply with one of the following creditworthiness requirements:
 - (i) The Shipper, or an Affiliate Guarantor, has an investment grade rating for its long term senior unsecured debt from a recognized rating agency. A Shipper who qualifies under this category initially but is later downgraded below investment grade will be required to qualify under another category below.
 - (ii) A Shipper, or an Affiliate Guarantor, whose long term senior unsecured debt does not have an investment grade rating from a recognized rating agency will be accepted as creditworthy if Transporter determines that, notwithstanding the absence of an acceptable rating, the creditworthiness of the Shipper is deemed acceptable. Application for acceptance as creditworthy may be made at any time. Shipper will not be subject to having its acceptance under this category revoked unless there has been a material adverse change in the financial criteria relied on at the time of acceptance.

10.4 Failure to Meet Creditworthiness Criteria

- (a) Upon notification by Transporter that Shipper has failed to satisfy the credit criteria, such Shipper may still obtain credit approval by Transporter if it elects to provide:
 - (i) a Letter of Credit or a cash deposit, in an amount equal to the sum of three (3) months' anticipated reservation charge revenues from Shipper based on the rates in Shipper's Service Agreement for service pursuant to its firm Service. Transporter will accrue interest for the account of Shipper on any cash deposit at the simple prime rate of interest for the application period offered by Citibank

N.Y. or any successor of Citibank, N.Y. A Letter of Credit must be in a form reasonably acceptable to Transporter. Such security shall be adjusted annually to reflect any change in the anticipated reservation charge revenues for the succeeding three (3) months; or

- (ii) an advance deposit, a standby irrevocable letter of credit, a security interest in collateral found to be satisfactory to Transporter or a guarantee, acceptable to Transporter, by another person or entity which satisfies the credit appraisal for service pursuant to its interruptible service agreement, or
- (iii) other security acceptable to Transporter.

Any Shipper who qualifies under paragraphs (i), (ii), or (iii) above by virtue of an Affiliate Guarantor guaranteeing the obligations of the Shipper shall provide an irrevocable undertaking from the Affiliate to guarantee the Shipper, and shall provide the undertaking to guarantee concurrently with the execution of a Service Agreement. Such guarantee shall be in a form acceptable to Transporter.

- (b) If Shipper's credit standing ceases to meet Transporter's credit requirements during the period of service, then Transporter has the right to require security or a deposit as specified in Section 10.4(a) above. If security or a deposit is not tendered in a timely period as reasonably determined by Transporter, then Transporter is not required to continue service. If Shipper is unable to maintain acceptable credit, the executed Service Agreement may be terminated by Transporter as of the first Day of the Month following written notice of the termination to Shipper.

10.5 Creditworthiness Notices

(a) Transporter Responsibilities

- (i) Transporter shall designate, on its Internet website or in written notices to Shipper, the Internet E-mail addresses of up to two representatives who are authorized to receive notices regarding Shipper's creditworthiness. Shipper's obligation to provide confirmation of receipt is met by sending such confirmation to such representatives, and Transporter shall manage internal distribution of any such confirmations. [0.3.7]
- (ii) If Transporter requests additional information to be used for credit evaluation after the initiation of service, Transporter, contemporaneous with the request, shall provide its reason(s) for requesting the additional information to Shipper and designate to whom the response shall be sent. Transporter and Shipper may mutually agree to waive this requirement. [0.3.3]
- (iii) Upon receipt from Shipper of all credit information provided, Transporter shall notify Shipper's authorized representative(s) that it has received such information. Transporter and Shipper may mutually agree to waive this requirement. [0.3.6]
- (iv) After Transporter's receipt of Shipper's request for re-evaluation, including all required information pursuant to NAESB WGQ Standard No. 0.3.8 ("Shipper's Request"), within five (5) Business Days, Transporter shall provide a written response to Shipper's Request. Such written response shall include either a determination of creditworthiness status, clearly stating the reason(s) for

Transporter's decision, or an explanation supporting a future date by which a re-evaluation determination will be made. In no event shall such re-evaluation determination exceed twenty (20) Business Days from the date of the receipt of the Shipper's Request unless specified in Transporter's FERC Gas Tariff or if the parties mutually agree to some later date. [0.3.9]

- (v) Regarding capacity release transactions, Transporter shall provide the original Releasing Shipper with Internet E-mail notification reasonably proximate in time with any of the following formal notices given by Transporter to the Releasing Shipper's Replacement Shipper(s), of the following [5.3.60]:
 - (A) Notice to the Replacement Shipper regarding the Replacement Shipper's past due, deficiency, or default status pursuant to this Section 10 and Section 8 of the General Terms and Conditions of Transporter's FERC Gas Tariff;
 - (B) Notice to the Replacement Shipper regarding the Replacement Shipper's suspension of service notice;
 - (C) Notice to the Replacement Shipper regarding the Replacement Shipper's contract termination notice due to default or credit-related issues; and
 - (D) Notice to the Replacement Shipper that the Replacement Shipper(s) is no longer creditworthy and has not provided credit alternative(s) pursuant to this Section 10.

(b) Shipper Responsibilities

- (i) Shipper shall designate up to two representatives who are authorized to receive notices regarding the Shipper's creditworthiness, including requests for additional information, and shall provide to Transporter the Internet E-mail addresses of such representatives prior to the initiation of service. Written requests and responses shall be provided via Internet E-mail, unless otherwise agreed by the parties. The obligation of Transporter to provide creditworthiness notifications is waived until the above requirement has been met. Shipper shall manage internal distribution of any creditworthiness notices that are received. [0.3.7]
- (ii) Upon receipt of either an initial or follow-up request from Transporter for information to be used for creditworthiness evaluation, the Shipper's authorized representative(s) shall acknowledge receipt of Transporter's request. Transporter and Shipper may mutually agree to waive this requirement. [0.3.4]
- (iii) Shipper's authorized representative(s) shall respond to Transporter's request for credit information, as allowed by this Section 10, on or before the due date specified in the request. Shipper shall provide all the credit information requested by Transporter or provide the reason(s) why any of the requested information was not provided. [0.3.5]
- (iv) At any time after Shipper is determined to be non-creditworthy by Transporter, Shipper may initiate a creditworthiness re-evaluation by Transporter. As part of Shipper's re-evaluation request, Shipper shall either update or confirm in writing

the prior information provided to Transporter related to Shipper's creditworthiness. Such update shall include any event(s) that Shipper believes could lead to a material change in Shipper's creditworthiness. [0.3.8]

(c) Designating Notice Representatives

Transporter's and Shipper's authorized creditworthiness representative(s) for Internet E-mail notifications, responses and requests as described in this Section 10 shall be established by initiating a request as prescribed on Transporter's Customer Activities site.

In complying with the creditworthiness-related notifications pursuant to this Section 10 and Section 6 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper and Transporter may mutually agree to other forms of communication in lieu of Internet E-mail notification. [0.3.10]

10.6 Operationally-Created Capacity Availability

- (a) To the extent that, pursuant to Section 4 of these GT&C, a Shipper and Transporter have agreed to a minimum delivery pressure above the Tariff minimum delivery pressure, any such Shipper may at any time elect to waive its right to receive deliveries at the minimum delivery pressure specified in its firm Service Agreement. Should Shipper waive this right, it shall notify Transporter in writing of its waiver, including the following:
- (i) the applicable Point(s) of Delivery;
 - (ii) the duration of the waiver, which shall be for a term less than the remaining term of the applicable Service Agreement; and
 - (iii) the minimum pressure to which it agrees to reduce Transporter's delivery obligation.
- (b) Transporter shall notify Shipper of any increased capacity available on the Pipeline Facilities resulting from such Shipper's waiver. Shipper shall then have the right to subscribe, for the term of the waiver, to all or a portion of the additional capacity for firm transportation service under any of Transporter's generally applicable Rate Schedules, by providing notice to Transporter within three (3) Business Days of Transporter's notification. Should Shipper make a timely election to utilize all or a portion of the capacity created through the reduction in delivery pressure, Transporter and Shipper shall execute a Service Agreement for the additional capacity in accordance with this Section 10, subject to the provisions of Section 10.6(d), below.
- (c) If and to the extent that, within the three (3) Business Day period specified in Section 10.6(b) above, Shipper does not exercise its right to subscribe for the firm capacity created by the waiver, such unsubscribed capacity shall be available for firm transportation service, for the term of the waiver, in accordance with the procedures set forth in this Section 10, subject to the provisions of Section 10.6(d), below.
- (d) Any Service Agreement entered into pursuant to Section 10.6(b) or 10.6(c) above shall not be subject to the right of first refusal under Section 23 of these GT&C, except to the extent that the term of Shipper's Service Agreement is less than the duration of the applicable waiver established pursuant to Section 10.6(a)(ii), above, and Shipper is otherwise eligible for a right of first refusal under Section 23 of these GT&C, in which event Shipper may only exercise its right of first refusal to extend its Service Agreement for a term that does not exceed the duration of the applicable waiver.

10.7 Solicitation of Bids for Capacity

- (a) Transporter shall (1) post notices for solicitation of bids on a first-come, first-served basis, for available capacity for service to start immediately or in the future, or (2) post notice of an open season for its available capacity, or (3) post notice of an open season for expansion projects including Requests for incremental service at a date on or after the in-service date of the expansion facilities. Regarding (2) and (3), the open season notice will be posted for a period of no less than three (3) Business Days for available capacity and no less than twenty (20) Business Days for expansion projects on Transporter's system and will include the following information:
 - (i) the location of the capacity or proposed expansion;
 - (ii) the total quantity, if applicable;
 - (iii) the date capacity is available or proposed to be available; and
 - (iv) bid evaluation methodology, if applicable.
- (b) Regarding (2) and (3), the bid methodology will include a NPV analysis and the notice will be posted at least three (3) Business Days prior to bidding. In addition, Transporter will post whether bids have been received, the full NPV analysis for the highest bid received, the Shippers' bids, and the actual calculation of the NPV. Transporter will award the capacity based upon the highest NPV. In the event of equal bids on the basis of NPV calculation, capacity will be awarded on a pro rata basis. Shipper shall be required to indicate in its bid whether it is willing to accept a lesser quantity in the event such capacity is awarded on a pro rata basis due to equal bids. For purposes of its NPV evaluation, Transporter may consider the aggregate NPVs of two or more bids.
- (c) Regarding (2), if no acceptable bids are received during an open season, Transporter will post the capacity on its system in order that it may be awarded on a first-come, first-served basis at a mutually agreed upon rate. Shippers must submit a Request for such capacity by electronic mail and/or facsimile to Transporter's Marketing Department. The time stamp on the communication will be used to determine the sequence of bids. Transporter will not award such capacity at less than the maximum rate to an Affiliate as defined in Part 358 of the Commission's regulations unless a Request for a discount from an Affiliate is first posted for competitive bid and no other competitive bids are determined to be the best bid as a result of such posting. Transporter shall not be obligated to provide service at less than the applicable maximum rate.

20. WEB SITE

20.1 General

Transporter shall maintain a FERC-compliant interactive Web Site on its electronic communication system.

20.2 Submission of Information and Communications

Unless specifically provided otherwise in this Tariff, the generic provisions of this Tariff requiring that notices, requests, and other communications be in writing may be satisfied by Shipper through submission of such communications over Transporter's Web Site, or through electronic data interchange where applicable. —Transportation Service Agreement notices requiring communications to be in writing remain unchanged unless agreed to otherwise by the parties. Submission of information and communications through Transporter's Web Site shall be legally binding on Shipper and Transporter.

20.3 Archived Information

Any party with access to the Web Site will be able to download information provided thereon. Transporter shall maintain and retain daily back-up records of the information displayed on the Web Site for a period of three (3) years for purposes of restoring such information to on-line availability if there is a computer malfunction or loss. Completed transactions and posted information will remain on the Web Site for at least ninety (90) days and then will be archived. Archived information will be available from Transporter upon fifteen (15) Days' prior written notice. Copies of archived information will be made available at a reasonable fee to recover the costs of providing such information. [4.3.107]

20.4 Access to Transporter's Web Site

Transporter shall provide access to Informational Postings and Customer Activities Web Sites via Transporter's Web Site (~~www.oneok.com/gpl~~<https://dtmidstream.com/company/customers/>). Such person shall be responsible for providing all computer equipment necessary to use and interface with the Web Site.

For further information relative to Transporter's designated Internet web sites, potential users should contact:

Customer Services ~~Department~~ & Nominations
~~Guardian Pipeline, L.L.C.~~
~~P.O. Box 871~~
~~Tulsa, Oklahoma 74102-0871~~

Phone Number: ~~(918) 588-7745~~ 1-800-372-2982
Fax Number: ~~(918) 732-1429~~ E-mail: InterstateScheduling@dtmidstream.com

20.5 Informational Postings Web Site

The Informational Postings Web Site will be maintained to provide equal and timely access to certain information, as it pertains to Transporter's pipeline system including: 1) Operationally Available and Unsubscribed Capacity; 2) Affiliate Information; 3) Gas Quality Information; 4) Index of Customers; 5) ~~Reporting Requirements under the~~ FERC Standards of Conduct for Transmission Providers, pursuant to 18 CFR Part 358; 6) Critical, Non-Critical, and Planned

Service Outage Notices; 7) ~~Organization Charts~~; 8) Posted Imbalances; 98) Transporter's FERC Gas Tariff; and 109) Transactional Reporting. Other information or capabilities to comply with additional reporting requirements as dictated by the FERC also shall be included.

Information posted on Transporter's Informational Postings Web Site may be fully disseminated by its users.

Information on Transporter's Informational Postings Web Site shall be made available so as to permit users to download data to be used in their applications.

Company agreements are located on the Informational Postings Web Site (<https://dtmidstream.com/company/customers/>) under Forms.

20.6 Customer Activities Web Site

Transporter's proprietary business functions are accessible via its Customer Activities Web Site.

- (a) The Customer Activities Web Site will be maintained to provide equal and timely access to certain transportation information, as it pertains to Transporter's pipeline system and in accordance with applicable currently effective FERC's adopted NAESB WGQ standards.
- (b) Any person may communicate with Transporter via the System, which includes Electronic Data Interchange (EDI) by:
 - (i) acquiring compatible personal computer capability;
 - (ii) executing the applicable access forms with Transporter; and
 - (iii) receiving a user identification password for accessing such site.
- ~~(c) Transporter agreements located on the Customer Activities Web Site (www.oneok.com/gpl) include the: (i) Master Electronic Transaction Agreement; (ii) Electronic Communication Agreement; (iii) Electronic Data Interchange Trading Partner Agreement and (iv) Agency Authorization Agreement.~~

20.7 Electronic Data Interchange

A person may communicate with Transporter via Electronic Data Interchange (EDI) by executing an Electronic Data Interchange Trading Partner Agreement with Transporter. The Electronic Data Interchange Trading Partner Agreement follows the format of the NAESB form Electronic Data Interchange Trading Partner Agreement. [6.3.3]

~~To transact business via the Customer Activities Web Site, a person must execute an Electronic Communication Agreement with Transporter.~~

21. CAPACITY RELEASE

21.1 Capacity Eligible for Release

- (a) Shippers under Rate Schedule FT-1, FT-2, or EAW with a firm Service Agreement shall be permitted to release their capacity on a temporary or permanent basis, in accordance with this Section 21. Capacity which may be assigned to the Replacement Shipper hereunder shall be limited to the firm capacity reserved by the Releasing Shipper, as defined by the Primary Points of Receipt and the Primary Points of Delivery contained in the released capacity. Releases may be made on an interruptible (i.e., subject to recall) or firm basis and may be billed by Transporter based on usage.
- (b) Transporter shall continue to sell its unsubscribed firm capacity by providing notice of the availability of such capacity on the Web Site or by using any other marketing services at its disposal.

21.2 Capacity Release Offer

- (a) A Shipper that desires to release any or all of its firm capacity under this Section 21 must notify Transporter electronically on the Web Site of its intent to release capacity and the terms of the release (hereinafter referred to as "Offer"). An Offer shall be posted on the Web Site upon receipt by Transporter or such other time which must comply with the set forth in Section 21.4(b) herein, as requested by Releasing Shipper. This Offer shall include:
 - (i) Releasing Shipper's contract number;
 - (ii) The specific quantity of capacity to be released;
 - (iii) If the request for release is on a permanent basis;
 - (iv) The Points of Receipt and Points of Delivery at which Releasing Shipper will release capacity and the quantity of capacity to be released at each point;
 - (v) The period of time or term of the release;
 - (vi) The conditions of Releasing Shipper's right of recall as well as methods and rights associated with returning the previously recalled capacity to the Replacement Shipper, if applicable;
 - (vii) Whether contingent bids will be accepted and when the contingency must be removed;
 - (viii) The identity of a Pre-arranged Replacement Shipper (PRS), if applicable;
 - (ix) Whether the release constitutes "a release to an asset manager" within the meaning of 18 CFR § 284.8(h)(3), and if so, the volumetric level of the asset manager's delivery or purchase obligation and the time periods during which that obligation is in effect;
 - (x) Whether the release constitutes "a release to a marketer participating in a state-regulated retail access program" within the meaning of 18 CFR § 284.8(h)(4);

- (xi) Pursuant to NAESB WGQ Standard No. 5.3.26, the Releasing Shipper shall specify which one of the following methods is acceptable for bidding on a given capacity release Offer:

- Non-Index-based release - dollars and cents,
- Non-Index-based release - percentage of maximum rate, or
- Index-based formula as detailed in the capacity release offer.

The Offer shall also include the term and quantity of capacity Releasing Shipper shall accept, if any, and whether bids using a volumetric rate for the collection of Reservation Charges will be accepted and whether Releasing Shipper requires a volumetric commitment.

For releases with a term of more than one year, and for releases with a term of one year or less that will take effect more than one year from the date Releasing Shipper notifies Transporter of the release, the maximum reservation rate that may be bid shall not exceed the maximum rate for the applicable service being released as set forth on the applicable currently effective tariff sections, and the maximum volumetric rate that may be bid shall not exceed the one hundred percent (100%) load factor equivalent of the maximum rate, which Reservation rate equals the Authorized Overrun rate for the applicable service being released as set forth on the effective rate tariff sections. Pursuant to NAESB WGQ Standard No. 5.3.5, Transporter shall support volumetric releases with volumetric commitments by fully accounting for volumetric and reservation components, consistent with the rules and regulations enunciated by the Commission.

- (xii) The duration of the posting which may not be less than the minimum bid period specified in Section 21.4(b) herein;
- (xiii) The best bid criterion, the method by which volumetric or contingent bids will be evaluated, and any alternate, objective and nondiscriminatory method for breaking ties. The best bid evaluation method established by Releasing Shipper must be objectively stated, applicable to all PRS or Replacement Shippers and not unduly discriminatory and shall enable Transporter to rank the bids received by utilizing the weight assigned by Releasing Shipper to each element of the Offer;
- (xiv) If the release is for a period of thirty-one (31) days or less, the Releasing Shipper may designate in the Offer the winning bid criterion to be the first acceptable bid received. Such capacity release shall not contain an evergreen provision and cannot be reassigned to the same Replacement Shipper within twenty-eight (28) Gas Days from the termination of each release, except in the event the Replacement Shipper is bidding on a second release under a different Service Agreement, or the re-release is posted for bidding or qualifies for any of the other exemptions from bidding in 18 CFR § 284.8(h)(1);
- (xv) Restrictions, if any, on the PRS or Replacement Shipper's ability to request changes in primary Points of Receipt or primary Points of Delivery; and
- (xvi) Whether the Offer may be rejected in part in the event Transporter rejects such Offer pursuant to Section 21.7 herein.

- (b) Releasing Shipper shall post the Offer on the Web Site. Pursuant to NAESB WGQ Standard Nos. 5.3.14 and 5.3.16: Offers shall be binding until notice of withdrawal is received by Transporter on its Customer Activities Web site. The releasing party has the right to withdraw its Offer during the bid period, where unanticipated circumstances justify and no minimum Bid has been made.
- (c) When a Releasing Shipper presents a PRS that is on the approved bidders list, such Replacement Shipper initiates confirmations of prearranged deals electronically as a prerequisite to the awarding of the Offer.
- (d) The terms Releasing Shipper imposes may not conflict with any provision of the Service Agreement, Rate Schedule or General Terms and Conditions. In the event of such conflict, Transporter shall notify a Releasing Shipper to withdraw the Offer from posting.

21.3 Exceptions to Bidding

- (a) At Shipper's option, an Offer for a release of thirty-one (31) days or less with a designated PRS shall not be subject to the bidding process in accordance with Section 21.4 herein (exempt short-term capacity release). An exempt short-term capacity release shall not contain an evergreen provision and cannot be reassigned to the same PRS within twenty-eight (28) Gas Days from the termination of each release, except in the event the PRS is bidding on a second release under a different Service Agreement, or the re-release is posted for bidding or qualifies for any of the other exemptions from bidding in 18 CFR § 284.8(h)(1).
- (b) At Shipper's option, an Offer for a release to either (i) a designated PRS that is an asset manager, where such release is exempt from the bidding process pursuant to 18 CFR § 284.8(h)(3), or (ii) a marketer participating in a state-regulated retail access program in accordance with 18 CFR § 284.8(h)(4), shall not be subject to the bidding process in accordance with Section 21.4 herein.
- (c) In the event Releasing Shipper presents a PRS that is on the approved bidders list; the term of the release is over one year, or, if the term of the release is one year or less and the release will take effect more than one year from the date Releasing Shipper presents such PRS to Transporter; and such PRS agrees to pay the applicable Maximum Rate and agrees to all other conditions of the release prior to the submission of the Offer to Transporter, the released capacity will be assigned to the PRS and such Offer shall be exempt from the bidding process in accordance with Section 21.4 herein. The PRS will be posted as the winning bidder in accordance with Section 21.4(i) herein.
- (d) Timing of Capacity Releases Exempt from Bidding

For non-biddable releases, the posting of prearranged deals that are not subject to bid are due no later than one hour prior to the nomination deadline for the applicable cycle, pursuant to NAESB WGQ Standard No. 1.3.2. [5.3.2]

The posting deadlines are (all times are CCT pursuant to NAESB WGQ Standard No. 0.3.17) [5.3.2]:

- | | |
|----------------------|------------|
| (1) Timely Cycle | 12:00 Noon |
| (2) Evening Cycle | 5:00 p.m. |
| (3) Intraday 1 Cycle | 9:00 a.m. |
| (4) Intraday 2 Cycle | 1:30 p.m. |
| (5) Intraday 3 Cycle | 6:00 p.m. |

The contract is issued within one hour of the Award posting (with a new contract number, when applicable). Nomination is possible beginning at the next available nomination cycle for the effective date of the contract. [5.3.2]

21.4 Bidding Process

- (a) In order to submit a valid bid under this capacity release program, any party, including a PRS, must be on the approved bidders list. To be on the approved bidders list, a party must meet the provisions of Section 10 herein and have executed a capacity release service agreement with Transporter in the form as set forth in this Tariff (Capacity Release Form of Service Agreement). A party shall remain on the approved bidders list until such party notifies Transporter to the contrary, no longer meets the credit qualifications in Section 10.3 herein, or is suspended from the approved bidders list in the event and for such time as such party fails to pay part or all of the amount of any bill for service in accordance with Section 8 herein.
- (b) The capacity release timeline applies to all parties involved in the capacity release process provided that: 1) all information provided by the parties to the transaction is valid and the acquiring shipper has been determined to be creditworthy before the capacity release bid is tendered, 2) for index-based capacity release transactions, the Releasing Shipper has provided Transporter with sufficient instructions to evaluate the corresponding bid(s) according to the timeline, and 3) there are no special terms or conditions of the release. [5.3.1]

Further, Transporter may complete the capacity release process on a different timeline if the Offer includes unfamiliar or unclear terms and conditions (e.g. designation of an index not supported by Transporter). [5.3.1]

Pursuant to NAESB WGQ Standard No. 5.3.2 (all times are CCT pursuant to NAESB WGQ Standard No. 0.3.17):

For biddable releases (1 year or less):

- (i) Offers shall be tendered such that they can be posted by 9:00 a.m. on a Business Day.
- (ii) Open season ends at 10:00 a.m. on the same or a subsequent Business Day.
- (iii) Evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of best Bid is made, and ties are broken.
- (iv) If no match is required, the evaluation period ends and the Award is posted by 11:00 a.m.
- (v) Where match is required, the match is communicated by 11:00 a.m., the match response occurs by 11:30 a.m., and the Award is posted by 12:00 Noon.
- (vi) The contract is issued within one hour of the Award posting (with a new contract number, when applicable).
- (vii) Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.

For biddable releases (more than 1 year):

- (i) Offers shall be tendered such that they can be posted by 9:00 a.m. on a Business Day.
- (ii) Open season shall include no less than three 9:00 a.m. to 10:00 a.m. time periods on consecutive Business Days.
- (iii) Evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of best Bid is made, and ties are broken.
- (iv) If no match is required, the evaluation period ends and the Award is posted by 11:00 a.m.
- (v) Where match is required, the match is communicated by 11:00 a.m., the match response occurs by 11:30 a.m., and the Award is posted by 12:00 Noon.
- (vi) The contract is issued within one hour of the Award posting (with a new contract number, when applicable).
- (vii) Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.

~~Timeline for Releases with Special Conditions~~

~~If the Releasing Shipper specifies a bid evaluation methodology other than highest rate, net revenue or present value, or a permanent release or any other special conditions, the above timelines shall apply; provided, however, one additional Business Day will be added to the evaluation period. Such extended evaluation period shall cause Gas flow to be at least one day later than Gas could flow under the timeline set forth in Section 21.4(b)(i) or Section 21.4(b)(ii) herein. For the index-based capacity release transactions, the Releasing Shipper should provide the necessary information and instructions to support the chosen methodology.~~

- (c) The Bids for the given capacity release Offer shall adhere to the method specified by the Releasing Shipper. [5.3.26] All bids must also include the required bid information and must be received and posted electronically through the Web Site. Bids shall be posted on the Web Site with any contingencies identified and with the bidder's identity deleted.
- (d) A bidder may submit only one bid at a time in response to an Offer. A bidder may withdraw its bid through the Web Site at any time prior to the close of the posting period specified in the Offer without prejudice to its submitting another bid with an economic value equal to or greater than the economic value of the withdrawn bid.
- (e) Where there is a PRS and an offer which is better than the bid submitted by the PRS, Transporter will notify the PRS by 11:00 a.m. on the day capacity is awarded and the PRS will have until 11:30 a.m. to match the better offer and obtain the right to the released capacity. Transporter shall issue an Addendum to the PRS unless a better bid, as defined in Section 21.2(a)(xi) herein, is received within the time period specified in the posting. In the event the PRS does not match the better bid, Transporter shall issue an Addendum to the party who made the best bid.

- (f) Pursuant to NAESB WGQ Standard Nos. 5.3.13 and 5.3.15: Bids shall be binding until notice of withdrawal is received by Transporter on its Customer Activities Web site. Bids cannot be withdrawn after the bid period ends.
- (g) In the event that a winning bid has an unacceptable contingency, and Transporter is not notified through the Web Site that such contingency has been removed within the time period specified in the Offer, such contingent bid will be rejected by Transporter.
- (h) The Releasing Shipper may define in the Offer the criteria for determining the best bid. If the Releasing Shipper does not specify the criteria, Transporter shall use the highest economic value as set forth in Section 10.1 herein to determine the best bid. Pursuant to NAESB WGQ Standard No. 5.3.4, when Transporter makes awards of capacity for which there have been multiple Bids meeting minimum conditions, Transporter shall award the Bids, best Bid first, until all offered capacity is awarded. If two or more Bidders have submitted Bids which reflect the highest economic value or the highest rate, as applicable, then, subject to any Prearranged Bidder's exercise of its right of first refusal, the released transportation rights will be awarded to the Bid submitted and received earliest by Transporter's Customer Activities site, unless, in accordance with Section 21.2(a)(xiii) herein, the Releasing Shipper has specified an alternative means for awarding the released capacity as between two or more equal bids ("alternative tie breaker"). Transporter will notify, through the Web Site by 11:00 a.m. following the end of the posting period, or by 12:00 Noon if a matching period is applicable, the PRS or Replacement Shipper that capacity has been awarded. Pursuant to NAESB WGQ Standard No. 5.3.19, Transporter shall allow re-releases on the same terms and basis as the primary release (except as prohibited by regulations).
- (i) Transporter will post the winning bids and Replacement Shippers' identity on the Web Site for at least five Business Days.

21.5 Rights and Obligations of Releasing Shipper

- (a) Regardless of the amount of capacity Releasing Shipper releases under this Section 21, Releasing Shipper shall remain liable for the Reservation Charges attributable to the released capacity unless otherwise agreed to in writing and in advance by Transporter. In the event of a permanent release, Transporter may, and will not unreasonably refuse to, waive liability of Releasing Shipper for the Reservation Charges.
- (b) When capacity is awarded to Replacement Shipper, Releasing Shipper must adjust or reconfirm its nominations to reflect the capacity released. Transporter may automatically change Releasing Shipper's nominations to zero for the Service Agreement under which capacity was released unless such nominations are adjusted or reconfirmed by the Releasing Shipper.
- (c) If Releasing Shipper releases its MDQ for a geographic portion of the capacity reserved under its Service Agreement, Releasing Shipper may use its full MDQ for its unreleased geographic portion of capacity.
- (d) When Releasing Shipper partially releases its capacity under a Service Agreement by releasing capacity between specific Points of Receipt and Points of Delivery or by releasing only a portion of its MDQ, Releasing Shipper's Service Agreement shall be deemed to be modified in accordance with the release and Releasing Shipper may not utilize the capacity released during the term of the release.
- (e) Releasing Shipper shall retain all Rights of First Refusal with respect to the released

capacity, unless such release is a permanent release.

- (f) In the event of termination of a Replacement Shipper's Addendum pursuant to Section 21.6(c) herein, the released capacity related to such Addendum will revert to the Releasing Shipper.
- (g) Releasing Shippers may, to the extent permitted as a condition of the capacity release, recall released capacity. For the recall notification provided to Transporter, Transporter's Tariff shall specify whether the quantity should be expressed in terms of a) total released capacity entitlements or b) adjusted total released capacity entitlements based upon the Elapsed Prorata Capacity. The capacity entitlements resulting from the use of either a) or b) should be the same. [5.3.55] The recall notification to Transporter shall specify the quantity in terms of total released capacity entitlements.

21.6 Rights and Obligations of Replacement Shipper

- (a) Any bid submitted will bind Replacement Shipper or PRS to the terms of the bid if Transporter selects such bid as the best bid. If all the information provided by the Releasing Shipper, the bidder/PRS is valid, the Replacement Shipper is creditworthy, and there are no special terms and conditions, Transporter will issue and execute the Addendum to the Capacity Release Service Agreement within one hour of awarding the winning bid.
- (b) The capacity release addendum number will be issued within one hour of the award posting. Nomination is possible beginning at the next available nomination cycle for the effective date of the capacity release addendum; however, in no event will Gas flow on Replacement Shipper's Service Agreement prior to the effective date of the release as posted in the Offer.
- (c) Replacement Shipper is responsible for payment of the applicable Reservation Charge, and any surcharges thereon, in the amount of its winning bid. Replacement Shipper is also responsible for all other billings, e.g., usage rate and applicable usage surcharges. In the event of payment default, subject to Section 8 herein, Transporter may elect to terminate that Replacement Shipper's Capacity Release Service Agreement which shall terminate all service thereunder utilized by the Replacement Shipper.
- (d) Once Replacement Shipper or PRS is notified of a winning bid, such Replacement Shipper or PRS shall have all the rights and obligations specified under the Releasing Shipper's Rate Schedule, the Releasing Shipper's Service Agreement and the General Terms and Conditions of this Tariff including the right to release firm capacity pursuant to this Section unless the conditions prescribed by the Offer require otherwise. Pursuant to NAESB WGQ Standard No. 5.3.19, Transporter shall allow re-releases on the same terms and basis as the primary release (except as prohibited by regulations).
- (e) Replacement Shipper shall have no Right of First Refusal with respect to the released capacity, unless such release is permanent.

21.7 Rights and Obligations of Transporter

- (a) Transporter shall determine the best bid based upon the best bid criteria established pursuant to Section 21.2(a)(xi) or Section 21.4(h) herein. Transporter shall have the right, but not the obligation, to reject, in whole or in part, the terms of any Offer or bid which is discriminatory or conflicts with any order or regulation issued by the FERC, or provision of the Service Agreement, Rate Schedule or General Terms and Conditions.

Such Offer shall be rejected in its entirety unless Shipper, pursuant to Section 21.2(a)(xiv) herein, permits a partial rejection. Transporter shall provide notification to Shipper, through the Web Site, of the reason(s) for rejecting a release notice with the notice of rejection.

- (b) Transporter shall not have any liability to any Shipper, Releasing Shipper, Replacement Shipper, bidder or any other party as a result of Transporter's performance of its obligations under its capacity release program, and such Shippers, Releasing Shippers, Replacement Shippers, and bidders shall indemnify Transporter from and against any and all losses, damages, expenses, claims, suits, actions and proceedings whatsoever threatened, incurred or initiated as a result of Transporter's performance hereunder, except to the extent such loss, damage, expense, claim, suit, action or proceeding is the result of Transporter's gross negligence, undue discrimination or willful misconduct, provided that Transporter shall be responsible for direct damages, if any, resulting from Transporter's own negligence.
- (c) Transporter shall not award capacity release offers to Replacement Shipper until and unless Replacement Shipper meets Transporter's creditworthiness requirements applicable to all services that it receives from Transporter, including the service represented by the capacity release. [5.3.59]

21.8 Term

- (a) Any release under this Section 21 shall be for a minimum term of at least one Gas Day.
- (b) Any release under this Section 21 shall be for a maximum term expiring on the earlier of:
 - (i) The last date this Tariff provision shall be effective;
 - (ii) The expiration date of Releasing Shipper's Service Agreement when the release is for the full term of such agreement; or
 - (iii) The expiration date specified by the Releasing Shipper in the Offer.

21.9 Standard Recall and Reput Notification Periods

Pursuant to NAESB WGQ Standard No. 5.3.44, Transporter shall support the following recall notification periods for all released capacity subject to recall rights.

- (a) Timely Recall Notification:
 - (i) A Releasing Shipper recalling capacity shall provide notice of such recall to Transporter and the first Replacement Shipper no later than 8:00 a.m. on the day that Timely Nominations are due.
 - (ii) Transporter shall provide notification of such recall to all affected Replacement Shippers no later than 9:00 a.m. on the day that Timely Nominations are due.
- (b) Early Evening Recall Notification:
 - (i) A Releasing Shipper recalling capacity shall provide notice of such recall to

Transporter and the first Replacement Shipper no later than 3:00 p.m. on the day that Evening Nominations are due.

- (ii) Transporter shall provide notification of such recall to all affected Replacement Shippers no later than 4:00 p.m. on the day that Evening Nominations are due.

(c) Evening Recall Notification:

- (i) A Releasing Shipper recalling capacity shall provide notice of such recall to Transporter and the first Replacement Shipper no later than 5:00 p.m. on the day that Evening Nominations are due.
- (ii) Transporter shall provide notification of such recall to all affected Replacement Shippers no later than 6:00 p.m. on the day that Evening Nominations are due.

(d) Intraday 1 Recall Notification:

- (i) A Releasing Shipper recalling capacity shall provide notice of such recall to Transporter and the first Replacement Shipper no later than 7:00 a.m. on the day that Intraday 1 Nominations are due.
- (ii) Transporter shall provide notification of such recall to all affected Replacement Shippers no later than 8:00 a.m. on the day that Intraday 1 Nominations are due.

(e) Intraday 2 Recall Notification:

- (i) A Releasing Shipper recalling capacity shall provide notice of such recall to Transporter and the first Replacement Shipper no later than 12:00 p.m. on the day that Intraday 2 Nominations are due.
- (ii) Transporter shall provide notification of such recall to all affected Replacement Shippers no later than 1:00 p.m. on the day that Intraday 2 Nominations are due.

(f) Intraday 3 Recall Notification:

- (i) A Releasing Shipper recalling capacity shall provide notice of such recall to Transporter and the first Replacement Shipper no later than 4:00 p.m. on the day that Intraday 3 Nominations are due.
- (ii) Transporter shall provide notification of such recall to all affected Replacement Shippers no later than 5:00 p.m. on the day that Intraday 3 Nominations are due.

(g) Deadline for Reput:

The deadline for notifying Transporter of a reput is 8:00 a.m. to allow for timely nominations to flow on the next Gas Day. [5.3.54]

21.10 Billing Adjustments to Releasing Shipper

- (a) Transporter shall credit Releasing Shipper's monthly bill to reflect the Reservation Charge (including surcharges, if any) invoiced to Replacement Shipper, provided however, that Transporter and Releasing Shipper may, in connection with a Negotiated

based on a rate design other than straight fixed variable, agree upon a payment obligation and crediting mechanism that varies from or is in addition to the provisions of this Section 21.10 in order to establish the basis of accounting for revenues from a Replacement Shipper as a means of preserving the economic bases of the Negotiated Rate. In the event of a release with a volumetric rate, for releases with a term of more than one year, or for releases with a term of one year or less that will take effect more than one year from the date Releasing Shipper notifies Transporter of the release, the volumetric rate shall be no greater than the 100% load factor equivalent of the Maximum Rate currently applicable to the service released and shall be credited to the Releasing Shipper's monthly bill. Replacement Shipper's payment of the Usage Charge and applicable usage surcharges, if any, will be retained by Transporter.

- (b) If Replacement Shipper fails to pay all or any part of the Reservation Charge so credited within thirty (30) days of its due date, then such unpaid amount plus interest will be charged to Releasing Shipper's next monthly bill and will be due and payable by Releasing Shipper in accordance with Section 8 herein.

21.11 Request to Purchase Releasable Capacity

Under this Section 21, Transporter shall provide the ability for a potential Replacement Shipper to communicate to potential Releasing Shippers, through the Transporter, a request to purchase capacity that is releasable. Such request shall be provided to Transporter electronically and shall include, at a minimum, the following types of information: contact information, quantity(ies) requested, date range, location information, other terms and conditions specified by the potential Replacement Shipper, and any additional information as required by Transporter. Transporter shall post on its Informational Postings Web site under the Notices category, pursuant to NAESB WGQ Standard No. 4.3.23, instructions on how a request shall be electronically provided to Transporter. [5.3.73]

Transporter shall post such request on its Informational Postings Web site as a Notice identified by a NAESB-defined Notice Type that indicates that it is a request to purchase capacity through the capacity release process and such Notice shall be provided pursuant to NAESB WGQ Standard No. 5.4.16. [5.3.73] Transporter shall post such request for the period requested by the potential Replacement Shipper.

25. COMPLAINT RESOLUTION

Complaint Resolution. Transporter will attempt to resolve any complaints by Shippers or potential Shippers without the necessity of a written complaint. To this end, Shippers are encouraged to attempt to resolve disputes informally with their designated service representatives. A formal complaint concerning any services offered by Transporter should be directed, in writing ~~or via facsimile~~, to:

Guardian Pipeline, L.L.C.
Attn: Chief Compliance Officer
~~ONEOK Plaza~~
~~100 West 5th Street~~
~~Tulsa, Oklahoma 74103~~ 500 Woodward Ave.
Suite 2900
Detroit, Michigan 48226

~~Facsimile: (918) 588-7890~~

The complaint should state that it constitutes a complaint pursuant to these tariff provisions, and the complaint should state with specificity the nature of the complaint, the actions or procedures of Transporter that gave rise to the complaint, and the remedy sought by the Shipper. Transporter will respond initially to the complain~~ant~~ within two (2) Business Days and in writing within thirty (30) Days.

30. AGENCY

A Shipper may delegate to any third party the responsibility for submitting nominations and receiving confirmations or performing other administrative duties under any agreement pursuant to the terms and conditions of the Agency Authorization Agreement as set forth on Transporter's Informational Postings Web Site (~~www.oneok.com/gpl~~<https://dtmidstream.com/company/customers/>) under ~~Customer Activities~~Forms and the following conditions:

- 30.1 Any designation of a third party as agent, or any change in such designation, must be provided in writing to Transporter at least two (2) Business Days prior to the requested effective date of the designation.
- 30.2 The written designation must specify any limits on the authority of the Agent, including any time limit for the designation. Transporter may reject any Shipper's request to delegate responsibilities if the limitations on the designation would impose undue administrative burdens on Transporter.
- 30.3 Transporter will rely on communications from a Shipper's agent for all nomination purposes except to the extent the designation is expressly limited. Communications by Transporter to such Agent will be deemed notice to ~~s~~Shipper.
- 30.4 Any third party may administer multiple agreements as the agent for one or more Shippers, but the agent must make nominations and otherwise administer and account separately for each agreement.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE EAW

This Service Agreement (Agreement No. _____) is made and entered into ~~as of this _____ day of _____, _____~~, by and between GUARDIAN PIPELINE, L.L.C. (herein called "Transporter") and _____ (herein called "Shipper").

WITNESSETH:

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 _____ and service hereunder will commence on _____; thereafter, the term of this Service Agreement will continue in force and effect for a Primary Term through _____. This Service Agreement shall terminate at the end of the Primary Term, unless extended under Section 23 of the GT&C.
- 2.3 The termination of this Service Agreement triggers pregranted abandonment under Section 7 of the Natural Gas Act as of the effective date of the termination.
- 2.4 Any provisions of this Service Agreement necessary to correct or cash out imbalances or to pay all applicable rates, charges, and penalties under this Service Agreement shall survive the other parts of this Service Agreement until such time as such balancing or payment has been accomplished.

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

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

ARTICLE IV
RESERVATIONS

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

ARTICLE V
GOVERNMENTAL AUTHORIZATIONS

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

ARTICLE VI
NOTICES

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

ARTICLE VII
NONRECOURSE OBLIGATION OF LIMITED LIABILITY COMPANY MEMBERS

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

ARTICLE VIII
INTERPRETATION

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

ARTICLE IX
CANCELLATION OF PRIOR CONTRACT(S)

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

ARTICLE X

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

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

GUARDIAN PIPELINE, L.L.C.

By: _____

Printed Name: _____

Title: _____

(SHIPPER)

By: _____

Printed Name: _____

Title: _____

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

_____ ("SHIPPER")

DATED _____

TOTAL BASE MDQ: _____ TOTAL MDQ + FUEL:* _____
EAW Point: _____

FIRM PRIMARY POINT(S) OF RECEIPT

<u>POINT(S) OF RECEIPT</u>	<u>BASE MDRO</u>	<u>MDRO + FUEL*</u>
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TOTAL PRIMARY POINT(S) OF RECEIPT MDQ: _____

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>
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FIRM PRIMARY POINT(S) OF DELIVERY

<u>POINT(S) OF DELIVERY</u>	<u>BASE MDDO</u>	<u>MDDO + FUEL*</u>
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TOTAL PRIMARY POINT(S) OF DELIVERY MDQ: _____

RIGHT OF FIRST REFUSAL: YES _____ NO _____
Linked to Rate Schedule _____ Service Agreement No. _____

* = "+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 _____ through _____.

Supersedes Exhibit "A" Dated: _____.

Agreement No. _____

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE EAW

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

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

_____ ("SHIPPER")

DATED _____

Shipper and Transporter agree to a negotiated 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 _____, 20__ and continuing until _____, 20__. 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 Negotiated Rate:

Transporter and Shipper agree that the EAW Rate shall include a Monthly Reservation Rate and a Usage Rate as indicated below:

1. Monthly Reservation Rate shall be (select (i), (ii), or (iii) below and complete the blank if applicable):

- _____(i) at a rate of \$ _____ /Dth; or
_____(ii) a reduction, stated on a percentage basis, from the maximum unit reservation charge, of _____ %/Dth; or
_____(iii) at the maximum applicable rate shown in Transporter's Statement of Rates as it may change from time to time; and

2. Usage Rate shall be (select (i) or (ii) below and complete the blank if applicable):

- _____(i) at a rate of \$ _____ /Dth; or
_____(ii) at the maximum applicable rate shown in Transporter's Statement of Rates as it may change from time to time.

Narrative Description of Negotiated Rate:

Supersedes Exhibit "B" Dated: _____.

Agreement No. _____

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

_____ ("SHIPPER")

DATED _____

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 _____, 20__ and continuing until _____, 20__. 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 EAW Rate shall be discounted as indicated below:

Discounted Rate:

Rate Type: _____
Quantity: _____
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:

Supersedes Exhibit "C" Dated: _____.

Agreement No. _____

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE PAL

This Service Agreement (Agreement No. _____) is made and entered into as of _____, _____, by and between GUARDIAN PIPELINE, L.L.C. (herein called "Transporter") and _____ (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 _____ 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 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

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

[If none, so state] [Particulars of any agreement pursuant to Section 26.1 or Section 26.2 of the GT&C to be included here.]

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: _____

Printed Name: _____

Title: _____

(SHIPPER)

By: _____

Printed Name: _____

Title: _____

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:

~~SHIPPER'S ADDRESS:~~ _____
~~Address Line 2:~~ _____
~~P.O. Box:~~ _____
~~City:~~ _____ ~~State/Prov:~~ _____ ~~Zip Code:~~ _____

TYPE OF AGREEMENT: (Parking or 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)	☐								
2) Shipper Requested Term Parking/Lending Service (RPL)	☐								

Ratable Schedule: (Yes or 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:

This Exhibit "A" is made and entered into as of _____, 20__.

Agreement No. _____

~~Dealbook No.~~ _____