

FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, DC 20426

OFFICE OF ENERGY MARKET REGULATION

Viking Gas Transmission Company
Docket No. RP25-362-000

Issued: January 31, 2025

On January 17, 2025, Viking Gas Transmission Company filed revised tariff records¹ to reflect one negotiated rate agreement with World Fuel Services, Inc. and one negotiated rate agreement with Concord Energy, LLC. Waiver of the Commission's 30-day notice requirement is granted. Pursuant to authority delegated to the Director, Division of Pipeline Regulation, under 18 C.F.R. § 375.307, the tariff records are accepted, effective January 17, 2025, as requested.

The filing was publicly noticed. No protests or adverse comments were filed. Pursuant to Rule 214 of the Commission's regulations (18 C.F.R. § 385.214), notices of intervention, timely-filed motions to intervene, and any unopposed motions to intervene out-of-time filed before the issuance date of this order are granted.

This action shall not be construed as a waiver of the requirements of section 7 of the Natural Gas Act, as amended; nor shall it be construed as constituting approval of the referenced filing or of any rate, charge, classification, or any rule, regulation, or practice affecting such rate or service contained in the applicant's tariff; nor shall such acceptance be deemed as recognition of any claimed contractual right or obligation associated therewith; and such acceptance is without prejudice to any findings or orders which have been or may hereafter be made by the Commission in any proceeding now pending or hereafter instituted by or against the applicant.

This order constitutes final agency action. Requests for rehearing by the Commission may be filed within 30 days of the date of issuance of this order, pursuant to 18 C.F.R. § 385.713.

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

¹ Viking Gas Transmission Company, Viking - FERC Gas Tariff, [Part 10.0, Summary of Non-Conforming and Negotiated Rate Agreements \(33.0.0\)](#); [Part 10.8, World Fuel Services, Inc. Agreement VR1131 \(6.0.0\)](#); and [Part 10.9, Concord Energy, LLC Agreement VR1132 \(4.0.0\)](#).

Document Content (s)

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January 17, 2025

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

Re: Viking Gas Transmission Company
Tariff Volume No. 1
Negotiated Rate Parking and Lending Agreements
Docket No. RP25-362-000

Dear Ms. Reese:

Pursuant to section 4 of the Natural Gas Act and Part 154 of the Federal Energy Regulatory Commission's ("Commission") regulations, Viking Gas Transmission Company ("Viking") respectfully submits for filing and acceptance the tariff records listed below for inclusion in its FERC Gas Tariff, Volume No. 1 ("Tariff"). The proposed tariff records are submitted to become effective January 17, 2025.

Part 10, Summary of Non-Conforming and Negotiated Rate Agreements, v. 33.0.0
Part 10.8, World Fuel Services, Inc. Agreement VR1131, v. 6.0.0
Part 10.9, Concord Energy, LLC Agreement VR1132, v. 4.0.0

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

Pursuant to section 154.1(d) of the Commission's regulations, Viking submits for Commission review and approval two negotiated rate Parking and Lending ("PAL") agreements for inclusion in Viking's Tariff. While Viking only seeks Commission approval of the two executed negotiated rate PAL agreements, it has included a copy of the conforming master PAL agreements with World Fuel Services, Inc. ("World Fuel") in Appendix C and Concord Energy, LLC ("Concord") in Appendix D of this filing to provide the complete documentation for the two negotiated rate PAL agreements. The terms of the negotiated rate agreements are described below:

Contract No. VR1131 with World Fuel

Viking and World Fuel entered into a master PAL agreement on February 2, 2016 ("Master PAL048"). Pursuant to Master PAL048, on January 16, 2025, Viking and World Fuel entered into a negotiated rate PAL agreement effective January 17, 2025 ("Contract No. VR1131"). The negotiated rate PAL

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

agreement allows for World Fuel to park up to 20,000 dekatherms (“Dth”) on January 17, 2025 with a payback period between on January 18, 2025 and on January 21, 2025. The negotiated rate is based on a revenue sharing percentage of 85% Viking / 15% World Fuel for sales by World Fuel. The PAL Agreement includes a minimum \$0.2789 daily rate per Dth with a minimum guaranteed total revenue of \$22,312.00 over the term of the agreement.

Contract No. VR1132 with Concord

Viking and Concord entered into a master PAL agreement on September 29, 2021 (“Master PAL063”). Pursuant to Master PAL063, on January 16, 2025, Viking and Concord entered into a negotiated rate PAL agreement effective January 17, 2025 (“Contract No. VR1132”). The negotiated rate PAL agreement allows for Concord to park up to 20,000 dekatherms (“Dth”) on January 17, 2025 with a payback period between on January 18, 2025 and on January 21, 2025. The negotiated rate is based on a revenue sharing percentage of 85% Viking / 15% Concord for sales by Concord. The PAL Agreement includes a minimum \$0.2789 daily rate per Dth with a minimum guaranteed total revenue of \$22,312.00 over the term of the agreement.

On March 26, 1997, in Docket No. RP97-249-000, the Commission authorized Viking to charge negotiated rates for its transportation services.¹ Viking’s negotiated rate provisions were made pursuant to the Commission’s Policy Statement which was issued January 31, 1996.² Pursuant to Order 714,³ Viking is filing these negotiated rate agreements as tariff records. The information set forth in Tariff Volume No. 1 fully discloses the essential conditions involved in the negotiated rate transactions, including a specification of all consideration. The two negotiated rate agreements do not deviate in any material respect from the form of PAL service agreement in Viking’s Tariff.

Materials Enclosed

In accordance with section 154.7 of the Commission’s regulations, the following items are included in this filing:

1. an eTariff XML filing package containing the proposal in electronic format;
2. a transmittal letter in PDF format, which incorporates the Statement of Nature, Reasons, and Basis for the filing required by section 154.7(a)(6) of the Commission’s regulations;
3. Appendix A – a clean version of the agreement and the tariff records in PDF format for publishing in eLibrary;

¹ *Viking Gas Transmission Company*, 78 FERC ¶ 61,331 (1997).

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

³ *Electronic Tariff Filings*, 124 FERC ¶ 61,270.

4. Appendix B – a marked version of the tariff records in PDF format for publishing in eLibrary;
5. Appendix C – a copy of the conforming master PAL agreement (PAL048) between Viking and World Fuel for informational purposes only; and
6. Appendix D – a copy of the conforming master PAL agreement (PAL063) between Viking and Concord for informational purposes only.

Proposed Effective Date

Pursuant to section 154.7(a)(3) of the Commission's regulations, Viking respectfully requests that the negotiated rate PAL agreements and the tariff records submitted herewith be approved effective January 17, 2025, the effective date of the PAL agreements. In accordance with section 154.7(a)(9) of the Commission's regulations, Viking hereby files a motion to place the proposed tariff records into effect at the end of any suspension period if one is so ordered by the Commission in this proceeding.

Waivers

Pursuant to section 154.7(a)(7) of the Commission's regulations, Viking respectfully requests a waiver to section 154.207 of the Commission's regulations as the effective date of the agreements are less than 30 days prior to the tariffs' proposed effective date. Viking has not identified any additional waivers of the Commission's regulations needed to permit its filing to become effective as proposed; however, Viking respectfully requests that, should the Commission determine that any such waivers are required, the Commission grant such waivers as are necessary in order that the revised tariff records may be made effective as proposed. No waiver of Viking's Tariff is herein requested.

Service and Correspondence

In accordance with section 154.208 of the Commission's regulations, the undersigned certifies that a copy of this filing has been served electronically on Viking's customers and affected state regulatory commissions. A paper copy of this filing may only be served if a customer has been granted waiver of electronic service pursuant to Part 390 of the Commission's regulations. In addition, a copy of this filing is available for public inspection during regular business hours at Viking's office at 100 West Fifth Street, Tulsa, Oklahoma 74103.

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

Ms. Debbie-Anne Reese, Secretary

January 17, 2025

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Adina Owen
Assistant General Counsel
DT Midstream
600 Travis Street, Suite 3250
Houston, Texas 77002
(832) 712-5554
Email: regulatory@dtmidstream.com

Pursuant to section 385.2005 and section 385.2011(c)(5) of the Commission's regulations, the undersigned has read this filing and knows its contents, and the contents are true as stated, to the best knowledge and belief of the undersigned.

Any questions regarding this filing may be directed to Adina Owen at (832) 712-555.

Respectfully submitted,

/s/ Adina Owen

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

Attachments

Appendix A

Clean Tariff Records

Viking Gas Transmission Company
 Summary of Non-Conforming and Negotiated Rate Agreements

Customer	Contract Number	Tariff Record Number	Non-Conforming and/or Negotiated Rate
Wisconsin Gas LLC	AF0059 Amendment 29	10.1	Non-Conforming
Wisconsin Gas LLC	AF0022 Amendment 16	10.2	Non-Conforming
Northern States Power Company	AF0554	10.3	Negotiated Rate
Reserved for Future Use		10.4	
American Crystal Sugar Company	AF0357	10.5	Non-Conforming
Northern States Power Company, a Minnesota Corporation	AF0360	10.6	Non-Conforming
Northern States Power Company, a Wisconsin Corporation	AF0359	10.7	Non-Conforming
World Fuel Services	VR1131	10.8	Negotiated Rate
Concord Energy, LLC	VR1132	10.9	Negotiated Rate
Reserved for Future Use		10.10	

eTariff Information

Tariff Submitter: Viking Gas Transmission Company

FERC Tariff Program Name: FERC NGA Gas Tariff

Tariff Title: Non-Conforming and Negotiated Rate Agreements

Tariff Record Proposed Effective Date: January 17, 2025

Tariff Record Title: World Fuel Services, Inc. Agreement VR1131

Option Code: A

Other Information: Part 10.8, version 6.0.0 superseding version 5.0.0

EXHIBIT A TO PARK AND LOAN (PAL) AGREEMENT

Rate Schedule PAL

COMPANY: Viking Gas Transmission Company

COMPANY'S ADDRESS: ONEOK Plaza
100 West 5th Street
Tulsa, Oklahoma 74103

BUYER: World Fuel Services, Inc.

BUYER'S ADDRESS: 11100 Wayzata Blvd

Address Line 2: Suite 200

P. O. Box:

City: Minnetonka **State/Prov:** MN **Zip Code:** 55305

TYPE OF AGREEMENT: Parking

PARK AND LOAN (PAL) SERVICE OPTIONS:

	Check Option	Park/Loan Start Date	Park/Loan End Date	Withdrawal/ Payback Start Date	Withdrawal/ Payback End Date	Maximum PAL Quantity Dekatherms	Daily *** Rate per Dekatherm	Parking Point	Lending Point
1) Buyer Nominated Parking/Lending Service (NPL) *	<input type="checkbox"/>								
2) Buyer Requested Term Parking/Lending Service (RPL) **	<input checked="" type="checkbox"/>	01/17/2025	01/17/2025	01/18/2025	01/21/2025	20,000	.27890000	South Cambridge PAL	
3) Company Offered Parking/Lending Service (OPL) **	<input type="checkbox"/>								
4) Buyer Authorized Automatic Parking/Lending Service (APL) *	<input type="checkbox"/>								

Ratable Schedule: Yes

* Maximum PAL Quantity available on a daily basis during the term of the Exhibit A.

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

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

Description of Negotiated Rate:

The negotiated rate is based on a revenue sharing percentage of 85% VGT / 15% World Fuel for sales by World Fuel Services, Inc. The PAL Agreement includes a minimum \$0.2789 daily rate per Dth with a minimum guaranteed total revenue of \$22,312.00 over the term of the agreement.

This Exhibit A is made and entered into as of January 16, 2025.

Agreement No. VR1131

Dealbook No. 1986

eTariff Information

Tariff Submitter: Viking Gas Transmission Company

FERC Tariff Program Name: FERC NGA Gas Tariff

Tariff Title: Non-Conforming and Negotiated Rate Agreements

Tariff Record Proposed Effective Date: January 17, 2025

Tariff Record Title: Concord Energy, LLC Agreement VR1132

Option Code: A

Other Information: Part 10.9, version 4.0.0 superseding version 3.0.0

EXHIBIT A TO PARK AND LOAN (PAL) AGREEMENT

Rate Schedule PAL

COMPANY: Viking Gas Transmission Company

COMPANY'S ADDRESS: ONEOK Plaza
100 West 5th Street
Tulsa, Oklahoma 74103

BUYER: Concord Energy, LLC

BUYER'S ADDRESS: 1408 Wazee Street

Address Line 2:

P. O. Box:

City: Denver **State/Prov:** CO **Zip Code:** 80202

TYPE OF AGREEMENT: Parking

PARK AND LOAN (PAL) SERVICE OPTIONS:

	Check Option	Park/Loan Start Date	Park/Loan End Date	Withdrawal/ Payback Start Date	Withdrawal/ Payback End Date	Maximum PAL Quantity Dekatherms	Daily *** Rate per Dekatherm	Parking Point	Lending Point
1) Buyer Nominated Parking/Lending Service (NPL) *	<input type="checkbox"/>								
2) Buyer Requested Term Parking/Lending Service (RPL) **	<input checked="" type="checkbox"/>	01/17/2025	01/17/2025	01/18/2025	01/21/2025	20,000	.27890000	Chisago Zn1 PAL	
3) Company Offered Parking/Lending Service (OPL) **	<input type="checkbox"/>								
4) Buyer Authorized Automatic Parking/Lending Service (APL) *	<input type="checkbox"/>								

Ratable Schedule: Yes

* Maximum PAL Quantity available on a daily basis during the term of the Exhibit A.

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

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

Description of Negotiated Rate:

The negotiated rate is based on a revenue sharing percentage of 85% VGT / 15% Concord for sales by Concord Energy, Inc. The PAL Agreement includes a minimum \$0.2789 daily rate per Dth with a minimum guaranteed total revenue of \$22,312.00 over the term of the agreement.

This Exhibit A is made and entered into as of January 16, 2025.

Agreement No. VR1132

Dealbook No. 1985

Appendix B
Marked Tariff Record

Viking Gas Transmission Company
 Summary of Non-Conforming and Negotiated Rate Agreements

Customer	Contract Number	Tariff Record Number	Non-Conforming and/or Negotiated Rate
Wisconsin Gas LLC	AF0059 Amendment 29	10.1	Non-Conforming
Wisconsin Gas LLC	AF0022 Amendment 16	10.2	Non-Conforming
Northern States Power Company	AF0554	10.3	Negotiated Rate
Reserved for Future Use		10.4	
American Crystal Sugar Company	AF0357	10.5	Non-Conforming
Northern States Power Company, a Minnesota Corporation	AF0360	10.6	Non-Conforming
Northern States Power Company, a Wisconsin Corporation	AF0359	10.7	Non-Conforming
World Fuel Services Reserved for Future Use	<u>VR1131</u>	10.8	<u>Negotiated Rate</u>
Concord Energy, LLC Reserved for Future Use	<u>VR1132</u>	10.9	<u>Negotiated Rate</u>
Reserved for Future Use		10.10	

Appendix C

Master PAL Agreement PAL048

with

World Fuel Services, Inc.

VIKING GAS TRANSMISSION COMPANY PARK AND LOAN ("PAL") AGREEMENT

THIS AGREEMENT (the Agreement) (Agreement No. PAL048) is made and entered into at Tulsa, Oklahoma as of February 2, 2016, by and between VIKING GAS TRANSMISSION COMPANY, hereinafter referred to as "Company", and World Fuel Services, Inc., hereinafter referred to as "Buyer".

WHEREAS, Buyer desires to engage Company to provide PAL service; and

WHEREAS, Company desires to provide PAL service to Buyer;

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

Article 1 - Basic Receipts

Buyer shall be entitled to nominate a quantity of gas up to Buyer's Maximum PAL Quantity at a Parking Point as set forth in the Exhibit (s) A attached hereto. Once scheduled by Company, Company shall receive gas in accordance with the applicable terms and conditions of Rate Schedule PAL.

Article 2 - Basic Deliveries

Buyer shall be entitled to nominate a quantity of gas up to Buyer's Maximum PAL Quantity at a Lending Point as set forth in the Exhibit (s) A attached hereto. Once scheduled by Company, Company shall deliver gas in accordance with the applicable terms and conditions of Rate Schedule PAL.

Article 3 - Rates

Rates for service under this Agreement shall be at Company's Maximum Rate plus all applicable surcharges in effect under Rate Schedule PAL unless otherwise agreed to by the parties and set forth in the Exhibit (s) A attached hereto.

Article 4 - Payments

Buyer shall make payments to Company in accordance with the terms and conditions specified on the Exhibit (s) A attached hereto, Rate Schedule PAL, Section 6 of the General Terms and Conditions, and the other applicable terms and provisions of this Agreement.

Article 5 - Change in Tariff Provisions

Upon notice to Buyer, Company shall have the right to file with the Federal Energy Regulatory Commission any changes in the terms of any of its Rate Schedules, General Terms and Conditions or Form of Agreement as Company may deem necessary, and to make such changes effective at such times as Company desires and is possible under applicable law. Buyer may protest any filed changes before the Federal Energy Regulatory Commission and exercise any other rights it may have with respect thereto.

Article 6 - Cancellation of Prior Agreements

When this Agreement becomes effective, it shall supersede, cancel and terminate the following Agreements:

Article 7 - Term

Where no Exhibit (s) A has been executed by Company and attached hereto within five years of the date of execution of this Agreement then this Agreement shall automatically terminate. Where one or more Exhibit (s) A have been executed by Company and attached hereto, then this Agreement shall automatically terminate five years after the latest Termination of Service Date on such Exhibit (s) A.

Termination of this Agreement shall not relieve Buyer of the obligation to pay money due hereunder to Company and shall be in addition to any other remedies that Company may have.

Article 8 - Applicable Law and Submission to Jurisdiction

This Agreement and Company's Tariff, and the rights and obligations of Company and Buyer thereunder are subject to all relevant and United States lawful statutes, rules, regulations and orders of duly constituted authorities having jurisdiction. Subject to the foregoing, this Agreement shall be governed by and interpreted in accordance with the laws of the State of Oklahoma. For purposes of legal proceedings, this Agreement shall be deemed to have been made in the State of Oklahoma and performed there, and the Courts of that State shall have jurisdiction over all disputes which may arise under this Agreement, provided always that nothing herein contained shall prevent Company from proceeding at its election against Buyer in the Courts of any other State, Province or Country.

At the Company's request, the Buyer shall irrevocably appoint an agent in Oklahoma to receive, for it and on

**VIKING GAS TRANSMISSION COMPANY
PARK AND LOAN ("PAL") AGREEMENT**

its behalf, service of process in connection with any judicial proceeding in Oklahoma relating to the Agreement. Such service shall be deemed completed on delivery to such process agent (even if not forwarded to and received by the Buyer.) If said agent ceases to act as a process agent within Oklahoma on behalf of Buyer, the Buyer shall appoint a substitute process agent within Oklahoma and deliver to the Company a copy of the new agent's acceptance of that appointment within 30 days.

Article 9 - Successors

Any person which shall succeed by purchase, amalgamation, merger or consolidation to the properties, substantially as an entirety, of Buyer or of Company, as the case may be, and which shall assume all obligations under Buyer's Agreement of Buyer or Company, as the case may be, shall be entitled to the rights, and shall be subject to the obligations, of its predecessor under Buyer's Agreement. Either party to a Buyer's Agreement may pledge or charge the same under provisions of any mortgage, deed of trust, indenture, security agreement or similar instrument which it has executed, or assign such Agreement to any affiliated Person (which for such purpose shall mean any person which controls, is under common control with or is controlled by such party). Nothing contained in this Article 9 shall, however, operate to release predecessor Buyer from its obligation under its Agreement unless Company shall, in its sole discretion, consent in writing to such release. Company shall not release any Buyer from its obligations under its Agreement unless: (a) such release is effected pursuant to an assignment of obligations by such Buyer, and the assumption thereof by the assignee, and the terms of such assignment and assumption render the obligations being assigned and assumed no more conditional and no less absolute than those at the time provided therein; and (b) such release is not likely to have a substantial adverse effect upon Company. Buyer shall, at Company's request, execute such instrument and take such other action as may be desirable to give effect to any such assignment of Company's rights under such Buyer's Agreement or to give effect to the right of a Person whom the company has specified pursuant to Section 6 of the General Terms and Conditions of Company's FERC Gas Tariff as the Person to whom payment of amounts invoiced by Company shall be made; provided, however, the: (a) Buyer shall not be required to execute any such instruments or take any such other action the effect of which is to modify the respective rights and obligations of either Buyer or Company under this Agreement; and (b) Buyer shall be under no obligation at any time to determine the status or amount of any payments which may be due from Company to any Person whom the Company has specified pursuant to said Section 6 as the Person to whom payment of amounts invoiced by Company shall be made.

Article 10 - Other Operating Provisions

(This Article to be utilized when necessary to specify other operating provisions).

Article 11 - Exhibit A of Agreement, Rate Schedules and General Terms and Conditions

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

Company's rate Schedules 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 Agreement and are hereby incorporated in, and made a part of, this Agreement.

IN WITNESS WHEREOF, The parties hereto have caused this Agreement to be duly executed as of the day and year first set forth above.

VIKING GAS TRANSMISSION COMPANY

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

By: Electronic Signature

(NAME OF BUYER)

World Fuel Services, Inc.
By: Electronic Signature

Appendix D

Master PAL Agreement PAL063

with

Concord Energy, LLC

VIKING GAS TRANSMISSION COMPANY PARK AND LOAN ("PAL") AGREEMENT

THIS AGREEMENT (the Agreement) (Agreement No. PAL063) is made and entered into at Tulsa, Oklahoma as of September 29, 2021, by and between VIKING GAS TRANSMISSION COMPANY, hereinafter referred to as "Company", and Concord Energy, LLC, hereinafter referred to as "Buyer".

WHEREAS, Buyer desires to engage Company to provide PAL service; and

WHEREAS, Company desires to provide PAL service to Buyer;

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

Article 1 - Basic Receipts

Buyer shall be entitled to nominate a quantity of gas up to Buyer's Maximum PAL Quantity at a Parking Point as set forth in the Exhibit (s) A attached hereto. Once scheduled by Company, Company shall receive gas in accordance with the applicable terms and conditions of Rate Schedule PAL.

Article 2 - Basic Deliveries

Buyer shall be entitled to nominate a quantity of gas up to Buyer's Maximum PAL Quantity at a Lending Point as set forth in the Exhibit (s) A attached hereto. Once scheduled by Company, Company shall deliver gas in accordance with the applicable terms and conditions of Rate Schedule PAL.

Article 3 - Rates

Rates for service under this Agreement shall be at Company's Maximum Rate plus all applicable surcharges in effect under Rate Schedule PAL unless otherwise agreed to by the parties and set forth in the Exhibit(s) A attached hereto.

Article 4 - Payments

Buyer shall make payments to Company in accordance with the terms and conditions specified on the Exhibit (s) A attached hereto, Rate Schedule PAL, Section 6 of the General Terms and Conditions, and the other applicable terms and provisions of this Agreement.

Article 5 - Change in Tariff Provisions

Upon notice to Buyer, Company shall have the right to file with the Federal Energy Regulatory Commission any changes in the terms of any of its Rate Schedules, General Terms and Conditions or Form of Agreement as Company may deem necessary, and to make such changes effective at such times as Company desires and is possible under applicable law. Buyer may protest any filed changes before the Federal Energy Regulatory Commission and exercise any other rights it may have with respect thereto.

Article 6 - Cancellation of Prior Agreements

When this Agreement becomes effective, it shall supersede, cancel and terminate the following Agreements:

Article 7 - Term

Where no Exhibit (s) A has been executed by Company and attached hereto within five years of the date of execution of this Agreement then this Agreement shall automatically terminate. Where one or more Exhibit (s) A have been executed by Company and attached hereto, then this Agreement shall automatically terminate five years after the latest Termination of Service Date on such Exhibit (s) A.

Termination of this Agreement shall not relieve Buyer of the obligation to pay money due hereunder to Company and shall be in addition to any other remedies that Company may have.

Article 8 - Applicable Law and Submission to Jurisdiction

This Agreement and Company's Tariff, and the rights and obligations of Company and Buyer thereunder are subject to all relevant and United States lawful statutes, rules, regulations and orders of duly constituted authorities having jurisdiction. Subject to the foregoing, this Agreement shall be governed by and interpreted in accordance with the laws of the State of Oklahoma. For purposes of legal proceedings, this Agreement shall be deemed to have been made in the State of Oklahoma and performed there, and the Courts of that State shall have jurisdiction over all disputes which may arise under this Agreement, provided always that nothing herein contained shall prevent Company from proceeding at its election against Buyer in the Courts of any other State, Province or Country.

At the Company's request, the Buyer shall irrevocably appoint an agent in Oklahoma to receive, for it and on

**VIKING GAS TRANSMISSION COMPANY
PARK AND LOAN ("PAL") AGREEMENT**

its behalf, service of process in connection with any judicial proceeding in Oklahoma relating to the Agreement. Such service shall be deemed completed on delivery to such process agent (even if not forwarded to and received by the Buyer.) If said agent ceases to act as a process agent within Oklahoma on behalf of Buyer, the Buyer shall appoint a substitute process agent within Oklahoma and deliver to the Company a copy of the new agent's acceptance of that appointment within 30 days.

Article 9 - Successors

Any person which shall succeed by purchase, amalgamation, merger or consolidation to the properties, substantially as an entirety, of Buyer or of Company, as the case may be, and which shall assume all obligations under Buyer's Agreement of Buyer or Company, as the case may be, shall be entitled to the rights, and shall be subject to the obligations, of its predecessor under Buyer's Agreement. Either party to a Buyer's Agreement may pledge or charge the same under provisions of any mortgage, deed of trust, indenture, security agreement or similar instrument which it has executed, or assign such Agreement to any affiliated Person (which for such purpose shall mean any person which controls, is under common control with or is controlled by such party). Nothing contained in this Article 9 shall, however, operate to release predecessor Buyer from its obligation under its Agreement unless Company shall, in its sole discretion, consent in writing to such release. Company shall not release any Buyer from its obligations under its Agreement unless: (a) such release is effected pursuant to an assignment of obligations by such Buyer, and the assumption thereof by the assignee, and the terms of such assignment and assumption render the obligations being assigned and assumed no more conditional and no less absolute than those at the time provided therein; and (b) such release is not likely to have a substantial adverse effect upon Company. Buyer shall, at Company's request, execute such instrument and take such other action as may be desirable to give effect to any such assignment of Company's rights under such Buyer's Agreement or to give effect to the right of a Person whom the Company has specified pursuant to Section 6 of the General Terms and Conditions of Company's FERC Gas Tariff as the Person to whom payment of amounts invoiced by Company shall be made; provided, however, the: (a) Buyer shall not be required to execute any such instruments or take any such other action the effect of which is to modify the respective rights and obligations of either Buyer or Company under this Agreement; and (b) Buyer shall be under no obligation at any time to determine the status or amount of any payments which may be due from Company to any Person whom the Company has specified pursuant to said Section 6 as the Person to whom payment of amounts invoiced by Company shall be made.

Article 10 - Other Operating Provisions

(This Article to be utilized when necessary to specify other operating provisions).

Article 11 - Exhibit A of Agreement, Rate Schedules and General Terms and Conditions

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

Company's Rate Schedules 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 Agreement and are hereby incorporated in, and made a part of, this Agreement.

IN WITNESS WHEREOF, The parties hereto have caused this Agreement to be duly executed as of the day and year first set forth above.

VIKING GAS TRANSMISSION COMPANY

By: Electronic Signature

(NAME OF BUYER)

Concord Energy, LLC

By: Electronic Signature