



Via eTariff Filing

June 24, 2026

Ms. Debbie-Anne A. Reese, Secretary
Federal Energy Regulatory Commission
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Washington, D.C. 20428

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Re: Great Lakes Gas Transmission Limited Partnership
Docket Nos. RP25-855-000 and RP25-855-001
Stipulation and Agreement of Settlement and Motion for Waiver of Reply Comment
Period

Dear Ms. Reese:

Pursuant to Rule 602 of the Federal Energy Regulatory Commission's (the "Commission") Rules of Practice and Procedure, 18 C.F.R. § 385.602 (2025), Great Lakes Gas Transmission Limited Partnership ("Great Lakes") hereby files the attached Stipulation and Agreement of Settlement ("Settlement") to resolve all issues set for hearing in the above-referenced proceeding. The referenced proceeding is pending before Presiding Administrative Law Judge Matthew J. Vlissides Jr. and Settlement Judge Patricia E. Hurt, and Great Lakes respectfully requests that the attached materials be forwarded to the Presiding Administrative Law Judge and Settlement Judge, and that the Settlement be certified promptly as an uncontested settlement and that the Commission act expeditiously to approve the Settlement, as discussed below.

The Settlement is the product of intensive negotiations between Great Lakes, Trial Staff, and the active parties and resolves a host of contentious issues among the parties to the proceeding. The Settlement reflects the agreement of Great Lakes and the settling parties to resolve all issues in the above docket and should be considered as an integrated package. The Settlement provides benefits to Great Lakes' shippers and will save the parties substantial costs, time, and resources that would have been expended in further litigating these issues. Any modification or condition placed on the Settlement, or any provision of the Settlement, could jeopardize the negotiated compromise and delicate balance of interests that is reflected in the Settlement and result in further litigation and consumption of the Commission's and the parties' resources.

The Settlement is supported or not opposed by the Settling Parties listed in Appendix A of the Settlement. Great Lakes is not aware of any party to the proceeding that opposes the Settlement.

The following appendices to the Settlement are included in this submission:

- Appendix A – Settling Parties
- Appendix B-1 – Period I Settlement Rates
- Appendix B-2 – Period II Settlement Rates
- Appendix B-3 – *Pro Forma* Revised Tariff Records
- Appendix C – Depreciation Rates and Negative Salvage Percentages

In light of the support or absence of opposition by all of the active parties, and consistent with the Motion for Waiver of the Reply Comment Period below, Great Lakes asks that the Presiding Administrative Law Judge proceed expeditiously to certify to the Commission that the Settlement is uncontested. *See* 18 C.F.R. § 385.602(g) (2025).

This submission includes:

- (i) the Stipulation and Agreement of Settlement and the relevant appendices as detailed above; and
- (ii) a separate Explanatory Statement, *see* 18 C.F.R. § 385.602(c)(ii) (2025), including answers to the questions set forth in the December 15, 2016 Amended Notice to the Public issued by the Chief Administrative Law Judge.

Copies of this transmittal letter and all attachments are being served upon all parties to this proceeding, Great Lakes' other jurisdictional customers, and all interested state commissions in accordance with Commission's Rule 602(d), 18 C.F.R. § 385.602(d) (2025).

Great Lakes respectfully requests that the Commission waive any and all regulations that may be necessary in order to permit the approval of this Settlement as filed.

Motion for Waiver of Reply Comment Period

Pursuant to Rule 602(f)(2), 18 C.F.R. § 385.602(f)(2) (2025), initial comments on the Settlement will be due on July 14, 2026, and reply comments on July 24, 2026. Pursuant to the discretion afforded to the Commission and the Presiding Administrative Law Judge under Rule 602(f)(2), Great Lakes respectfully moves for waiver of the reply comment period to the extent no initial comments are filed opposing the Settlement. Great Lakes also requests expedited approval without modification of the Settlement.¹ As noted, Great Lakes believes that this Settlement is uncontested. If no adverse initial comments are submitted, Great Lakes requests that the reply comment period be waived. The requested waiver of the reply comment period and prompt

¹ No participant, including Trial Staff, has expressed opposition to waiver of the reply comment period and expedited approval.

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certification of the Settlement should enable the Commission to act swiftly. All parties have been notified of the applicable deadlines.

Respectfully submitted,

/s/ John P. Ryan

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ATTORNEY FOR GREAT LAKES GAS TRANSMISSION LIMITED PARTNERSHIP

June 24, 2026

(“2022 Amended Settlement”)³ (the “Rate Case Filing”), containing proposed tariff records to reflect a system-wide general change in Great Lakes’ rates and additional changes to Great Lakes’ rate schedules and General Terms and Conditions (“GT&C”) within its FERC Gas Tariff, Third Revised Volume No. 1 (“Tariff”). Among other things, Great Lakes proposed in the Rate Case Filing to: (a) restate its base transportation rates (maximum recourse rates); (b) change its rate design from a zone-of-delivery method to a zones-traversed method; and (c) establish a Reliability and Compliance Surcharge program.

B. Some parties protested Great Lakes’ proposed rate increase and various proposals included in the Rate Case Filing. Certain parties also sought summary rejection of certain aspects of the Rate Case Filing.

C. On May 29, 2025, the Commission issued the Suspension Order accepting and suspending Great Lakes’ proposed tariff sections subject to refund, conditions, and the outcome of a hearing. In the Suspension Order, the Commission suspended the effectiveness of Great Lakes’ proposed rates for the maximum five (5)-month period to be effective November 1, 2025, subject to refund. The Commission also established an evidentiary hearing to explore the issues presented in the Rate Case Filing.

D. The Honorable Matthew J. Vlissides Jr. was designated as the Presiding Administrative Law Judge (“Presiding ALJ”) by order of the Chief Administrative Law Judge issued on June 26, 2025. Judge Vlissides initiated the hearing phase of the proceeding on July 22, 2025, by convening a prehearing conference to establish a

³ See *Great Lakes Gas Transmission L.P.*, 179 FERC ¶ 61,065 (2022) (approving 2022 Amended Settlement).

procedural schedule and discovery procedures. On July 29, 2025, the Chief Administrative Law Judge issued an order extending the Track III schedule. On July 30, 2025, Judge Vlissides issued an order establishing the procedural schedule for the hearing.

E. Pursuant to the procedural schedule, Great Lakes responded to discovery requests submitted by the Commission’s Trial Staff (“Trial Staff”) and other participants. On February 20, 2026, Trial Staff and certain parties filed answering testimony and exhibits on NGA Section 4 issues, and direct testimony and exhibits on NGA Section 5⁴ issues. Additionally, certain participants responded to discovery requests submitted by Great Lakes. On March 24, 2026, Trial Staff and certain parties filed cross-answering testimony on NGA Section 4 issues. On April 14, 2026, Great Lakes filed rebuttal testimony on NGA Section 4 issues.

F. On June 27, 2025, the Chief Administrative Law Judge designated the Honorable Patricia M. French as Settlement Judge to convene a settlement conference and conduct settlement negotiations. On November 13, 2025, the Chief Administrative Law Judge substituted the Honorable Patricia E. Hurt as Settlement Judge. The participants exchanged multiple settlement offers and participated in formal settlement conferences convened by Judge French on July 16, 2025, July 31, 2025, and November 12, 2025, and by Judge Hurt on December 3, 2025, January 9, 2026, January 30, 2026, and April 8, 2026.

G. On October 31, 2025, Great Lakes submitted (a) a filing to move to place the suspended tariff sections contained in the Rate Case Filing that were not subject to modification into effect on November 1, 2025, and (b) a separate filing to move to place certain updated tariff sections contained in the Rate Case Filing into effect on November

⁴ 15 U.S.C. § 717d.

1, 2025 (collectively, “Motion Rates”). On December 1, 2025, the Director, Division of Pipeline Regulation, Office of Energy Market Regulation granted Great Lakes’ motion referenced in (b), subject to refund and the outcome of the hearing as established in the Suspension Order.⁵

H. As a result of the various formal and informal settlement discussions, Great Lakes and the active participants reached an agreement in principle to settle all issues in this case based on the terms that are reflected in this Settlement. On April 28, 2026, Great Lakes filed an Unopposed Motion to Suspend Procedural Schedule and Waive Answer Period. The Chief Administrative Law Judge issued an order on May 1, 2026 holding the proceeding in abeyance. On June 11, 2026, Judge Hurt reported to the Commission that the parties had reached a settlement in principle.

**ARTICLE II
INDIVISIBILITY OF SETTLEMENT TERMS/BLACK BOX SETTLEMENT**

A. Great Lakes and the Settling Parties engaged in settlement negotiations in an effort to resolve all issues set for hearing in this proceeding. This Settlement provides for a reasonable and comprehensive resolution of all issues and matters in dispute in this proceeding. This Settlement is a compromise among many parties with diverse and often conflicting interests. It is an integrated package, and Great Lakes and the Settling Parties request that it be approved in its entirety, without modification.

B. The Settlement Rates, depreciation rates, and negative salvage percentages set forth in Articles VI.A. and VII, respectively, are “black box” rates in the sense that there

⁵ *Great Lakes Gas Transmission, L.P.*, Docket Nos. RP25-855-000, *et al.*, Delegated Order (Dec. 1, 2025).

is no agreement on any underlying assumptions or methodologies for deriving the Settlement Rates, depreciation rates, or negative salvage percentages.

**ARTICLE III
SETTLING PARTIES AND CONTESTING PARTIES**

A. Settling Parties

A “Settling Party” is any party to this proceeding that is not a Contesting Party.⁶ References to Settling Party or Parties within this document do not include Great Lakes, though Great Lakes is a party to this Settlement, or Trial Staff.

B. Contesting Parties

1. Any Party, excluding Great Lakes, shall become a Contesting Party on the date that it:

- (a) files any pleading at the Commission opposing or seeking to condition or modify this Settlement as a whole or any of its provisions;
- (b) provides notice as set forth in Article IV.A.5. that it elects to become a Contesting Party; or
- (c) takes any action inconsistent with the terms of the Settlement.

2. Subject to Article III.B.4., Contesting Parties shall forego any and all rights or obligations under the Settlement. The Settlement Rates (as defined in Article VI.A.) are not subject to modification as a result of the outcome of any rate litigation involving a Contesting Party.

⁶ The parties listed in Appendix A have indicated that they support or do not oppose the Settlement.

3. To the extent that Settling Parties and Contesting Parties are subject to different applicable maximum recourse rates, the following shall apply:

(a) the rate that an existing customer must match to retain its existing capacity under the right of first refusal process, or that any bidder must bid to obtain that capacity, shall be based on the maximum recourse rate that is applicable to the existing shipper's contract; and

(b) to the extent that a maximum recourse rate applies to a capacity release, the maximum recourse rate that will be applicable to the replacement shipper shall be the maximum recourse rate that is applicable to the releasing shipper's contract.

4. Nothing herein shall constitute a waiver of any party's rights to request the Commission to approve the Settlement as an overall package over the objection of a Contesting Party or preclude the Commission from doing so.

ARTICLE IV SETTLEMENT EFFECTIVENESS

A. Effective Date

1. The provisions of this Settlement are not severable and will become binding and effective on the "Effective Date," which shall be determined as follows:

(a) if the Commission issues an order approving this Settlement without modification(s) and/or condition(s), the Effective Date shall be the date of the Final Order, as defined below, approving this Settlement;

(b) if the Commission issues an order approving this Settlement with modification(s) or condition(s), and neither any Settling Party nor Great Lakes provides notice pursuant to the first sentence of Article IV.A.2., the Effective Date shall be the fifteenth (15th) calendar day after the date of the Final Order, as defined below, approving this Settlement;

(c) if the Commission issues an order approving this Settlement with modification(s) or condition(s), and any Settling Party or Great Lakes provides notice pursuant to the first sentence of Article IV.A.2., the Effective Date shall be as specified in Article IV.A.2.

The term of the Settlement (“Settlement Term”) shall begin on the Effective Date and shall terminate one (1) day prior to the date when new generally applicable rates become effective pursuant to a general NGA Section 4 or Section 5 rate filing.

2. If the Commission issues an order approving this Settlement subject to a modification or condition that materially and adversely affects any provision of this Settlement, as determined by the affected Settling Party or Great Lakes in its reasonable discretion, the Settling Party or Great Lakes shall so notify the other participants within fourteen (14) calendar days of the date of such a Commission order. Upon that notice, the Settling Parties and Great Lakes will engage in a good faith meet-and-confer process to: (i) determine whether the Commission-imposed modification(s) or condition(s) can be accepted by all Settling Parties and Great Lakes, or, if not, (ii) make changes to the Settlement as are necessary so it is acceptable to all Settling Parties and Great Lakes (the changed settlement shall be referred to as the “2026 Amended Settlement”).

(a) If within twenty-one (21) calendar days of the date of a Commission order as described in Section IV.A.2 the Settling Parties and Great Lakes are unable to agree as provided for in (i) or (ii) in the preceding paragraph, then the obligation to meet and confer in good faith shall cease, and the Effective Date shall be the thirtieth (30th) calendar day after the date of the Commission order approving the Settlement, subject to the rights of Great Lakes and the Settling Parties as set forth in Articles IV.A.3., IV.A.4., and IV.A.5., respectively.

(b) If as a result of the good faith meet-and-confer process, all Settling Parties and Great Lakes agree that they can accept the Commission-imposed modification(s) or condition(s), the Effective Date shall be the thirtieth (30th) calendar day after the date of the Commission order approving the Settlement.

(c) If as a result of the good faith meet-and-confer process, the Settling Parties and Great Lakes agree within thirty (30) calendar days after the date of the Commission order to a 2026 Amended Settlement, the 2026 Amended Settlement shall be filed with the Commission and this Settlement shall not take effect.

3. If an order approving the Settlement requires a modification(s) or imposes a condition(s) that materially and adversely affect(s) Great Lakes, as determined by Great Lakes in its reasonable discretion, then within thirty (30) calendar days of the date of the Commission order and following the good-faith meet-and-confer process prescribed

in Article IV.A.2. above, Great Lakes shall provide notice to all participants to the proceeding stating whether it will seek rehearing or clarification of the Commission order or withdraw the Settlement. If Great Lakes elects to withdraw the Settlement, it shall provide written notice of withdrawal of the Settlement to the Commission and all participants in this proceeding within thirty (30) days of the date of the Commission order. If Great Lakes does not withdraw the Settlement, then the Settlement shall become effective with the modification(s) or condition(s) required by the Commission, on the thirty-first (31st) day following the Commission order, subject to the outcome of any request for rehearing/clarification or appeal filed by Great Lakes.

4. Within seven (7) calendar days of the date on which a Commission order denying such a request for rehearing/clarification pursuant to Article IV.A.3. becomes a Final Order, as defined below, Great Lakes shall have the option to withdraw the Settlement by providing written notice of withdrawal of the Settlement to the Commission and all participants in this proceeding.

5. If an order approving the Settlement requires a modification(s) or imposes a condition(s) that materially and adversely affect(s) any Settling Party, as determined by the Settling Party in its reasonable discretion, then within thirty (30) calendar days of the issuance of the Commission order and following the good-faith meet-and-confer process prescribed in Article IV.A.2. above, the Settling Party shall provide notice to all participants of one (1) of the following:

- (a) The Settling Party will continue to be bound by the Settlement and will not seek rehearing or clarification;

(b) The Settling Party will continue to be bound by the Settlement and will seek rehearing or clarification of the Commission order(s); or

(c) The Settling Party will become a Contesting Party.

If the Settling Party elects to continue to be bound by the Settlement, then the Settlement is effective as to the Settling Party with the modification(s) or condition(s) required by the Commission, subject to the outcome of any request for rehearing/clarification or appeal filed by the Settling Party. Filing a request for rehearing or clarification that is consistent with the Settlement does not constitute notice of intent to become a Contesting Party. A Settling Party may also elect to become a Contesting Party within seven (7) calendar days after an order denying the Settling Party's request for rehearing/clarification or appeal by providing written notice to all participants to the proceeding that it elects to become a Contesting Party. Within seven (7) calendar days of receipt of a notice that a Settling Party elects to become a Contesting Party, Great Lakes shall have the option, but not the obligation, to withdraw the Settlement by providing written notice of withdrawal of the Settlement to the Commission and all participants in this proceeding.

6. For purposes of this Settlement, a "Final Order" is an order by the Commission for which no request for rehearing or petition for review or certiorari is pending and for which the statutory time period within which to seek rehearing, review or certiorari has expired.

B. Effect of Withdrawal of the Settlement by Great Lakes or Rejection by the Commission or a Court

Any written notice of withdrawal permitted by the Settlement and provided by Great Lakes, or any rejection of the Settlement by the Commission or a court of

competent jurisdiction, shall cause the Settlement to be terminated and to become null and void, and all parties shall be returned to the *status quo ante*. If Great Lakes provides notice of withdrawal or the Settlement is rejected by the Commission or a court of competent jurisdiction, Great Lakes may take any necessary action, including submission of a tariff filing, to restore or otherwise make effective the Motion Rates, subject to refund and the outcome of the hearing ordered in this case. No former Settling Party shall oppose that action taken by Great Lakes, but former Settling Parties retain all rights to litigate the justness and reasonableness of the Motion Rates.

ARTICLE V
MORATORIUM AND MANDATORY FILING REQUIREMENT

A. Moratorium

1. The period from the Effective Date of this Settlement, as established pursuant to Article IV.A.1., until November 1, 2030, is referred to herein as the “Moratorium.”

2. Except in accordance with this Article V, during the Moratorium, Great Lakes shall not make any filing that would become effective prior to the expiration of the Moratorium proposing (a) to increase or modify the Settlement Rates established pursuant to Article VI.A., (b) to establish any new surcharges, or (c) to otherwise modify the terms of the Settlement, the rates, or the tariff amendments contained in the pro forma Tariff sections attached as Appendix B-3.

3. Prior to May 1, 2030, Settling Parties, whether acting individually, with others, or in support of others, will not initiate or support any effort, pursuant to Section 5 of the NGA or any other statutory provision, at the Commission or with any other governmental authority or regulatory body having jurisdiction over Great Lakes, to modify

in any way, with respect to Great Lakes or any Settling Party, the Settlement Rates established pursuant to Article VI.A., or any other provision of this Settlement, including but not limited to challenging, contesting, or otherwise opposing the tariff amendments contained in the pro forma Tariff sections attached as Appendix B-3. However, if the Commission initiates an action against Great Lakes under Section 5 of the NGA, regardless of the timing of the action, the Settling Parties retain all their rights and may take any position in that proceeding irrespective of the terms of the Settlement, provided that the Settling Parties are prohibited from advocating or supporting a rate change that would become effective prior to November 1, 2030. Commencing May 1, 2030, any Settling Party may initiate or support an action against Great Lakes under Section 5 of the NGA without any of the foregoing limitations. Similarly, Great Lakes is prohibited from advocating or supporting a rate change that would become effective prior to the end of the Moratorium; however, Great Lakes shall be free to oppose or otherwise take any other position with respect to any proceeding described in this Article V.A.3.

4. During the Moratorium, all Settling Parties and Great Lakes shall be free, so long as no Settling Party or Great Lakes actively seeks to undermine this Settlement or the enforcement of any of its provisions, to (i) advance legislative changes and/or petition to initiate rulemaking proceedings of general industry-wide applicability; (ii) actively participate in any rulemaking, notice of inquiry, or similar proceeding of general applicability before the Commission (“Commission Rulemakings”); (iii) petition for and actively participate in judicial appeals or remands of Commission Rulemakings or in pipeline proceedings unrelated to this Settlement; (iv) participate in any other Commission proceeding and any related judicial appeals and take any position on any issue in that

proceeding; and/or (v) take any position with respect to any filing made by Great Lakes pursuant to Article V.A.5.

5. During the Moratorium, Great Lakes may take any of the following actions, in addition to the actions permitted by Article V.A.4.:

(a) file tariff provisions and/or a mandated surcharge specifically required by any order issued after November 1, 2025, resulting from any Commission Rulemaking proceeding(s) or any Commission order of general applicability that apply to pipelines with rate moratoriums in effect; provided, however, that all Settling Parties retain their rights to make any arguments regarding the applicability or scope of any such tariff provisions and/or mandated surcharge(s);

(b) make any filing to implement any changes to the Settlement mandated by federal legislation enacted after November 1, 2025 and specifically required by subsequent Commission order issued after November 1, 2025, that apply to pipelines with rate moratoriums in effect;

(c) make any filing pursuant to Sections 4 or 7 of the NGA not inconsistent with the terms of the Settlement:

(i) proposing to construct and operate facilities or to provide new service(s) not covered by the Settlement;

(ii) proposing any incremental rate, maximum recourse rate, and/or rate schedule applicable solely to new facilities or new service(s) set forth in Article V.A.5.(c)(i); or

- (iii) proposing new terms or conditions of service, except where the new terms or conditions of service (1) would impose a new fee or other charge on existing service(s), and (2) would materially and adversely affect any Settling Party(ies) that oppose(s) or otherwise challenges the filing or, in the case of a State Commission, the Great Lakes shipper(s) over which the State Commission has jurisdiction;
- (d) provide discounts to the Settlement Rates;
- (e) enter into negotiated rate agreements; and
- (f) take any other action and make any other filing not inconsistent with this Settlement. For the avoidance of doubt, during the Moratorium, Great Lakes shall not file to make the same or substantially similar changes to its right of first refusal (“ROFR”) tariff provisions in Tariff Sections 6.16.1, 6.16.7, 6.16.8, and 6.16.10 as proposed in Great Lakes’ Rate Case Filing.

B. Mandatory Rate Filing Requirement

Great Lakes shall file a general rate case pursuant to Section 4 of the NGA such that the rates proposed therein will become effective no later than November 1, 2030, taking into account any customary suspension period that may be imposed by the Commission, unless the Commission has instituted an investigation of Great Lakes’ rates under Section 5 of the NGA prior to May 1, 2030.

**ARTICLE VI
SETTLEMENT RATES**

A. Settlement Rates

1. The recourse rates for all Great Lakes transportation services to be effective November 1, 2025 through December 31, 2027 are set forth in the tariff records attached as Appendix B-1 (the “Period I Settlement Rates”).

2. The recourse rates for all Great Lakes transportation services to be effective January 1, 2028 until the end of the Settlement Term are set forth in the tariff records attached as Appendix B-2 (“Period II Settlement Rates”).

B. Seasonal Rates

1. For seasonal rates for short-term firm (Rate Schedules FT, EFT, and LFT) and interruptible (Rate Schedule IT) services to be effective from November 1, 2025 to March 31, 2028, the seasonal rate peak multiplier shall be 1.4.

2. For seasonal rates for short-term firm (Rate Schedules FT, EFT, and LFT) and interruptible (Rate Schedule IT) services to be effective from April 1, 2028 through the end of the Settlement Term, the seasonal rate peak multiplier shall be 1.08.

3. For seasonal rates for short-term firm (Rate Schedules FT, EFT, and LFT) and interruptible (Rate Schedule IT) services to be effective from November 1, 2025 through the end of the Settlement Term, the seasonal rate off-peak multiplier shall be calculated pursuant to the applicable Tariff sections.

C. Refunds and Surcharges

1. For each shipper that is not a Contesting Party (each such shipper, a “Non-Contesting Shipper”), to the extent that application of the Period I Settlement Rates to a shipper for the period November 1, 2025 through the Effective Date results in Great

Lakes having over-collected from such Non-Contesting Shipper for that period, Great Lakes shall, within sixty (60) days after the Effective Date and in accordance with the requirements of 18 C.F.R. §§ 154.501 and 154.502 (2025), provide to such Non-Contesting Shipper a refund, *via* (i) a billing adjustment, or (ii) for such shippers providing notification and valid wiring instructions to Great Lakes prior to the Effective Date, a lump-sum wire transfer, for the period November 1, 2025, through the Effective Date. The refund shall equal the difference between the rates collected from each Non-Contesting Shipper under each contract and the Period I Settlement Rates applicable to the service received by such Non-Contesting Shipper, plus interest at the applicable FERC interest rate.

2. For each Non-Contesting Shipper, to the extent that application of the Period I Settlement Rates to a shipper for the period November 1, 2025 through the Effective Date results in Great Lakes having under-collected from such Non-Contesting Shipper for that period, Great Lakes shall, within sixty (60) days after the Effective Date and in accordance with the requirements of 18 C.F.R. §§ 154.501 and 154.502 (2025), apply to such Non-Contesting Shipper a recovery charge, *via* a billing adjustment, for the period November 1, 2025, through the Effective Date. The surcharge shall equal the difference between the rates collected from each Non-Contesting Shipper under each contract and the Period I Settlement Rates applicable to the service received by such Non-Contesting Shipper, plus interest at the applicable FERC interest rate.

3. Within thirty (30) days of the distribution of any refunds due pursuant to this Article VI.C., Great Lakes shall file a report complying with 18 C.F.R. §§ 154.501(e) and 154.502 (2025).

**ARTICLE VII
DEPRECIATION AND NEGATIVE SALVAGE**

Effective November 1, 2025, Great Lakes shall apply the depreciation rates and negative salvage rates set forth in Appendix C for regulatory accounting and ratemaking purposes. A Final Order approving the Settlement shall constitute all necessary authority, including under Sections 8 and 9 of the NGA, for Great Lakes to apply the Appendix C depreciation rates.

**ARTICLE VIII
EQUITY ALLOWANCE FOR FUNDS USED DURING CONSTRUCTION**

Following the Effective Date of the Settlement, and continuing for the Settlement Term, Great Lakes shall calculate and record in its books the equity portion of Allowance for Funds Used During Construction in accordance with the formula set forth in the Commission's Uniform System of Accounts, 18 C.F.R. Part 201, Gas Plant Instruction (3)(17). This provision shall have no precedential effect in any future proceeding.

**ARTICLE IX
TARIFF CHANGE PROPOSALS**

A. Great Lakes shall retain the following revisions to GT&C Section 6.16 included in the Rate Case Filing: (1) the fifteen (15)-day right of first refusal ("ROFR") notice period in Sections 6.16.2 and 6.16.3; and (2) the five (5)-day period for Great Lakes to provide notice of bid results to the shipper in Section 6.16.6.

B. Great Lakes shall implement the following revisions to GT&C Section 6.16 to restore provisions that were in effect prior to the Rate Case Filing: (1) the thirty (30)-day period for a shipper to notify Great Lakes of its decision to exercise its ROFR in Section 6.16.1; (2) the thirty (30)-day period for a shipper to match the Best Bid

for Matching Purposes in Section 6.16.7; (3) the twenty (20)-day period for a shipper to continue service in the event no valid bids are submitted in Section 6.16.8; and (4) the thirty (30)-day period prior to ROFR expiration in Section 6.16.10.

C. Great Lakes shall implement a revised definition of “Transportation Path” in GT&C Section 6.5.1.5 to state:

“Transportation Path” shall mean that area of the Transportation Service provided under Shipper’s Agreement that (i) is bounded by the Primary Receipt Point and the Primary Delivery Point within Shipper’s Agreement that are separated by the greatest distance and (ii) encompasses all other Primary Receipt and Primary Delivery Points located between those two farthest points identified in (i).

D. Great Lakes shall implement a revision to GT&C Section 6.10.3 governing calculation of reservation charge credits to provide that “credits applicable to volumes released to an asset manager, as defined in 18 C.F.R. § 284.8(h)(3), shall be calculated based on the Releasing Shipper’s currently effective reservation charge and shall be payable to the Releasing Shipper, unless otherwise agreed to in writing by the releasing and Replacement Shippers.”

E. Effective November 1, 2025, Great Lakes shall remove the Reliability and Compliance Surcharge mechanism in GT&C Section 6.28 and all associated tariff references included in the Rate Case Filing from its Tariff.

ARTICLE X TARIFF FILING

Within thirty (30) days of a Final Order, Great Lakes shall make an NGA Section 4 filing to implement the *pro forma* Tariff records contained in Appendix B-3,

which Tariff records reflect the Tariff changes described in Articles IX.B., IX.C., IX.D., and IX.E. above.

**ARTICLE XI
THE SETTLEMENT SUPERSEDES ALL PRIOR SETTLEMENTS**

Subject to Article IV.B., the Settling Parties agree that as of the Effective Date, the Stipulation and Agreement of Settlement approved by the Commission in Docket No. RP13-1367-000 (“2013 Settlement”) and the 2022 Amended Settlement shall be superseded in their entirety by this Settlement and shall be null and void, and no provision of these settlements will continue to have any force or effect or be binding on any entity, party, or Settling Party; provided, however, that the provisions in Article VII. of the 2013 Settlement governing seasonal rates are only superseded by this Settlement with respect to the seasonal multipliers identified in Article VI.B. of this Settlement, and the remaining provisions in Article VII. of the 2013 Settlement shall survive for purposes of this Settlement, and no Settling Party may challenge such provisions; for the avoidance of doubt, to the extent Great Lakes seeks to maintain seasonal rates in its next general rate case, it will bear the burden of proof to demonstrate that such rate design is just and reasonable. However, this Settlement does not effectuate changes to Great Lakes’ existing tariff other than those set forth herein.

**ARTICLE XII
MISCELLANEOUS**

A. Settlement is Non-Binding Until Effective

Neither Great Lakes nor any Settling Party shall be bound or prejudiced by any part of this Settlement, unless it becomes effective in accordance with the provisions hereof.

B. Settlement Has No Precedential Value

1. The Commission's approval of this Settlement does not constitute approval of, or precedent regarding, any principle or issue.

2. This Settlement is submitted pursuant to Rule 602 of the Commission's Rules of Practice and Procedure,⁷ and unless and until it becomes effective under Article IV, shall be privileged. Unless and until effective, this Settlement shall not be admissible in evidence or in any way used against any person in any other proceeding.

3. Nothing contained in this Settlement, nor in any of the settlement negotiations, shall be deemed an admission by any party of any principle contained herein.

4. This Settlement and all discussions held and materials provided by any participant in reaching this Settlement shall be treated as if they were subject to Rule 602 of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.602 (2025), regardless of whether Rule 602 applies.

5. Neither the methods or practices observed in deriving rates, nor the presence or absence of methods of establishing rates, as referenced in this Settlement, shall constitute precedent or be used to prejudice any otherwise available rights or arguments of

⁷ 18 C.F.R. § 385.602 (2025).

any participant in a future proceeding, other than to enforce the terms of the Settlement or collect rates due for the service provided while the Settlement remains in effect, and shall not be used as evidence that a particular method is a “long-standing practice” as that term is used in *Columbia Gas Transmission Corp. v. FERC*, 628 F.2d 578 (D.C. Cir. 1975), or a “settled practice” as that term is used in *Public Service Commission of New York v. FERC*, 642 F.2d 1335 (D.C. Cir. 1980). The provisions of this Settlement are for purposes of settlement only and shall have no precedential effect.

C. No Drafter

No participant shall be deemed the drafter of this Settlement, and this Settlement shall not be construed against any participant as the drafter. In the event of conflict between terms contained in the Settlement and those of the attached Explanatory Statement, the terms of the Settlement control.

D. Severability

The provisions of the Settlement are not severable and may become effective only in accordance with the terms herein.

E. Negotiated Settlement

It is specifically understood and agreed by and among Great Lakes and the Settling Parties that the Settlement represents a negotiated settlement only with respect to the issues resolved herein. Except to the extent explicitly set forth in the Settlement, neither Great Lakes nor any Settling Party shall be deemed to have approved, accepted, agreed to, or consented to any policy, methodology, or other principle underlying or supposed to underlie any of the matters provided for in the Settlement.

F. Standard of Review

To the extent that the Commission considers any changes to the terms of the Settlement, the standard of review for any proposed modifications to the provisions of the Settlement by the Commission acting *sua sponte*, the Settling Parties and Great Lakes acting unanimously, or third parties, will be the ordinary just and reasonable standard. The standard for review for any proposed modifications to the provisions of the Settlement at the request of either Great Lakes or one (1) or more, but less than all, Settling Parties and will be the “public interest” application of the just-and-reasonable standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956), and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956) (the “*Mobile-Sierra doctrine*”). See also *Morgan Stanley Capital Group, Inc. v. Public Utility District No. 1 of Snohomish County*, 554 U.S. 527 (2008); *NRG Power Marketing, LLC v. Maine Public Util. Comm’n*, 558 U.S. 165 (2010). Nothing in the Settlement is meant to limit the Commission’s authority to approve uncontested settlements under 18 C.F.R. § 385.602(g)(3) (2025).

G. Successors in Interest

This Settlement shall apply to Great Lakes and the Settling Parties as well as their respective successors in interest.

**ARTICLE XIII
EFFECT OF COMMISSION APPROVAL**

A. The Commission’s approval of this Settlement shall constitute Commission authorization and approval for Great Lakes to implement the Settlement Rates set forth in this Settlement on their proposed effective dates without suspension and without conditions other than those specified herein.

B. The Commission's approval of this Settlement shall constitute Commission waiver of compliance, to the extent (if any) necessary, by Great Lakes with the requirements of the Commission's Rules and Regulations under the Natural Gas Act and Natural Gas Policy Act including, but not limited to, Parts 154, 157, 201, and 284 as necessary to carry out any provision of this Settlement.

Dated: June 24, 2026

Sorana Linder
Vice President, Rates & Regulatory

John P. Ryan
Senior Legal Counsel
Erin Bullard
Senior Legal Counsel

700 Louisiana Street, Suite 700
Houston, Texas 77002-2700
(832) 320-5879

Great Lakes Gas
Transmission Limited Partnership

Respectfully submitted,

/s/ Stefan M. Krantz
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Counsel to
Great Lakes Gas Transmission
Limited Partnership

APPENDIX A

Settling Parties

SETTLING PARTIES

The entities listed below either support or do not oppose the foregoing Stipulation and Agreement of Settlement.

BP Energy Company
Canadian Association of Petroleum Producers
Centra Gas Manitoba Inc.
Constellation Energy Generation, LLC
DTE Gas Company
EDF Trading North America, LLC
Freepoint Commodities LLC
Industrial Energy Consumers of America
J.P. Morgan Ventures Energy Corporation
Koch Energy Services LLC
Macquarie Energy LLC
Mercuria Commodities Canada Corporation
Michigan Public Service Commission
Mieco LLC
Northern States Power Company, a Minnesota corporation
Northern States Power Company, a Wisconsin corporation
Process Gas Consumers Group
SEMCO Energy Gas Company
Sequent Energy Management, LLC
Tenaska Marketing Ventures
Tourmaline Oil Marketing Corp.
Twin Eagle Resource Management, LLC
The WEC Companies (Minnesota Energy Resources Corporation; Wisconsin Electric Power Company; Wisconsin Gas LLC; and Wisconsin Public Service Corporation)

APPENDIX B

Pro Forma Settlement Rate Tariff Sections

APPENDIX B-1

Period I Settlement Rates

APPENDIX B-1

Clean

Great Lakes Gas Transmission Limited Partnership

FERC Gas Tariff, Third Revised Volume No. 1

Docket No. RP25-855-000

Pro-Forma Phase I Rates

To Become Effective November 1, 2025

<u>Tariff Sections</u>		<u>Version</u>
4.1	Statement of Rates, Rate Schedule FT, LFT, and EFT Rates	10.0.0
4.3	Statement of Rates, Rate Schedule IT Rates	7.0.0
4.4	Statement of Rates, Rate Schedule PAL Rates	8.0.0
4.9	Statement of Rates, RACS	5.0.0

GREAT LAKES GAS TRANSMISSION LIMITED PARTNERSHIP
 Open Access Rates
 Firm Transportation Service
 Rate Schedule FT 6/

	Western Zone 1/ 2/ 3/ Deliveries ----- (Rates per Dth)	Central Zone 1/ 2/ 3/ Deliveries ----- (Rates per Dth)	Eastern Zone 1/ 2/ 3/ Deliveries ----- (Rates per Dth)
Receipts in Western Zone - -----			
Reservation Fee	\$2.754	\$4.586	\$8.186
Utilization Fee	0.00288	0.00544	0.00954
Max. Volumetric Rate at 100% L.F. 4/ 5/	0.09054	0.15079	0.26913
Receipts in Central Zone - -----			
Reservation Fee	\$4.586	\$2.366	\$5.965
Utilization Fee	0.00544	0.00256	0.00666
Max. Volumetric Rate at 100% L.F. 4/ 5/	0.15079	0.07778	0.19612
Receipts in Eastern Zone - -----			
Reservation Fee	\$8.186	\$5.965	\$4.133
Utilization Fee	0.00954	0.00666	0.00410
Max. Volumetric Rate at 100% L.F. 4/ 5/	0.26913	0.19612	0.13587

Limited Firm Transportation Service
 Rate Schedule LFT 1/ 2/ 3/ 4/ 5/ 6/

The rates shown above for Service under Rate Schedule FT shall also be applicable to Service under Rate Schedule LFT except that the maximum Reservation Fee shall be adjusted to reflect the appropriate number of Days that Service shall be available utilizing the following formula, rounded to 3 decimal places: $LFT = FT \times ((TD - UD)/TD)$ where:

- LFT = LFT Reservation Fee
- FT = Applicable FT Reservation Fee
- TD = Number of Days during Agreement Term
- UD = Number of Unavailable Days

Expedited Firm Transportation Service
Rate Schedule EFT 1/ 2/ 3/ 4/ 5/ 6/

The rates shown above for Service under Rate Schedule FT shall also be applicable to Service under Rate Schedule EFT except that the maximum Reservation Fee shall be adjusted to reflect the applicable expedited period of gas flow (EPF) utilizing the following formula, rounded to 3 decimal places: $EFT = FT \times (24/EPF)$ where:

EFT = EFT Reservation Fee
FT = Applicable FT Reservation Fee
24 = Number of Hours in a Gas Day
EPF = MDQ/MHQ

-
- 1/ Pursuant to Section 5.1.5 paragraph 2 of Rate Schedules FT, Section 5.2.5 paragraph 2 of Rate Schedule EFT, and Section 5.3.5 paragraph 2 of Rate Schedule LFT, Shipper shall pay, in addition to the rate specified for this service, an ACA charge set forth in Section 4.6 of this FERC Gas Tariff.
 - 2/ The minimum charge for Reservation Fees, backhauls and/or exchange transportation shall be \$0.00 per Dth.
 - 3/ In addition, Shipper shall pay the 100% load factor rate for the service outside the zones for which a Reservation Fee or Volumetric Rate is paid.
 - 4/ In addition to the Volumetric Rate, the Utilization Fee is applicable to all services.
 - 5/ 100% load factor rate is calculated as: $(\text{Reservation Fee} \times 12)/365$, rounded to 5 decimal places.
 - 6/ Seasonal recourse rates apply to short-term firm (“STF”) service (i.e., firm service that has a term of less than one year and that does not include multiple-year seasonal service) under Rate Schedule FT and rate schedules that are based upon Rate Schedule FT rates, in addition to interruptible transportation service under Rate Schedule IT. On or before February 15 of each year, Great Lakes shall identify the number of peak months (from zero to five) for the upcoming 12-month period beginning April 1, identify the months to which peak rates apply; and set the peak rate multiplier from one up to a maximum of 1.4. Peak rates will be set by multiplying the applicable firm reservation charge (or reservation component) by the peak multiplier. The remaining off-peak months will have a multiplier equal to $1-(P/O) \times (M-1)$ where:

P=Peak Months

O=Off-Peak Months (Equal to 12-P)

M=Multiplier for Peak Months

Transporter’s seasonal recourse rate elections and resulting peak and off-peak rates shall be posted under the Informational Postings section of Transporter’s Internet Website.

Issued:
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Docket No.
Accepted:

GREAT LAKES GAS TRANSMISSION LIMITED PARTNERSHIP
 Open Access Rates
 Interruptible Transportation Service
 Rate Schedule IT

 (Rates Per Dth)

	Western Zone Deliveries 1/ 2/ -----	Central Zone Deliveries 1/ 2/ -----	Eastern Zone Deliveries 1/ 2/ -----
Receipts in Western Zone - -----			
Utilization Fee - Maximum	3/	3/	3/
- Minimum	0.00288	0.00544	0.00954
Receipts in Central Zone - -----			
Utilization Fee - Maximum	3/	3/	3/
- Minimum	0.00000	0.00256	0.00666
Receipts in Eastern Zone - -----			
Utilization Fee - Maximum	3/	3/	3/
- Minimum	0.00000	0.00000	0.00410

-
- 1/ Pursuant to Section 5.4.5 paragraph 2 of Rate Schedule IT, Shipper shall pay, in addition to the specified rate for this service, an ACA charge set forth in Section 4.6 of this FERC Gas Tariff.
 - 2/ The minimum charge for backhauls and/or exchange transportation shall be \$0.00 per Dth.
 - 3/ Seasonal recourse rates apply to short-term firm (“STF”) service (i.e., firm service that has a term of less than one year and that does not include multiple-year seasonal service) under Rate Schedule FT and rate schedules that are based upon Rate Schedule FT rates, in addition to interruptible transportation service under Rate Schedule IT. On or before February 15 of each year, Great Lakes shall identify the number of peak months (from zero to five) for the upcoming 12-month period beginning April 1, identify the months to which peak rates apply; and set the peak rate multiplier from one up to a maximum of 1.4. Peak rates will be set by multiplying the applicable firm reservation charge (or reservation component) by the peak multiplier. The remaining off-peak months will have a multiplier equal to 1-(P/O) x (M-1) where:
 P=Peak Months
 O=Off-Peak Months (Equal to 12-P)
 M=Multiplier for Peak Months

Issued:
 Effective:

Docket No.
 Accepted:

Transporter's seasonal recourse rate elections and resulting peak and off-peak rates shall be posted under the Informational Postings section of Transporter's Internet Website.

Issued:
Effective:

Docket No.
Accepted:

GREAT LAKES GAS TRANSMISSION LIMITED PARTNERSHIP
Open Access Rates
Park and Loan Services
Rate Schedule PAL (Rates Per Dth) 1/

	Maximum -----	Minimum -----
PARK and LOAN		
Daily Fee	\$0.27867	\$0.00000

1/ An ACA charge set forth in Section 4.6 of this FERC Gas Tariff shall not be assessed on any transaction under Rate Schedule PAL.

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APPENDIX B-1

Marked

Great Lakes Gas Transmission Limited Partnership

FERC Gas Tariff, Third Revised Volume No. 1

Docket No. RP25-855-000

Pro-Forma Phase I Rates

To Become Effective November 1, 2025

<u>Tariff Sections</u>		<u>Version</u>
4.1	Statement of Rates, Rate Schedule FT, LFT, and EFT Rates	10.0.0
4.3	Statement of Rates, Rate Schedule IT Rates	7.0.0
4.4	Statement of Rates, Rate Schedule PAL Rates	8.0.0
4.9	Statement of Rates, RACS	5.0.0

GREAT LAKES GAS TRANSMISSION LIMITED PARTNERSHIP
 Open Access Rates
 Firm Transportation Service
 Rate Schedule FT 6/

	Western Zone 1/ 2/ 3/ Deliveries ----- (Rates per Dth)	Central Zone 1/ 2/ 3/ Deliveries ----- (Rates per Dth)	Eastern Zone 1/ 2/ 3/ Deliveries ----- (Rates per Dth)
Receipts in Western Zone - -----			
Reservation Fee	\$3.854 <u>2.754</u>	\$7.372 <u>4.586</u>	\$9.122 <u>8.186</u>
Utilization Fee	0.00431 <u>0.00288</u> 0.01176 <u>0.00954</u>	0.00952 <u>0.00544</u> 0.00745 <u>0.00666</u>	0.00224 <u>0.00410</u> 0.08748 <u>0.13587</u>
Max. Volumetric Rate at 100% L.F. 4/ 5/	0.12671 <u>0.09054</u>	0.24237 <u>0.15079</u>	0.29990 <u>0.26913</u>
Receipts in Central Zone - -----			
Reservation Fee	\$7.372 <u>4.586</u>	\$4.429 <u>2.366</u>	\$6.179 <u>5.965</u>
Utilization Fee	0.00952 <u>0.00544</u> 0.00745 <u>0.00666</u>	0.00521 <u>0.00256</u> 0.14561 <u>0.07778</u>	0.20315 <u>0.19612</u>
Max. Volumetric Rate at 100% L.F. 4/ 5/	0.24237 <u>0.15079</u>	0.14561 <u>0.07778</u>	0.20315 <u>0.19612</u>
Receipts in Eastern Zone - -----			
Reservation Fee	\$9.122 <u>8.186</u>	\$6.179 <u>5.965</u>	\$2.661 <u>4.133</u>
Utilization Fee	0.01176 <u>0.00954</u> 0.29990 <u>0.26913</u>	0.00745 <u>0.00666</u> 0.20315 <u>0.19612</u>	0.00224 <u>0.00410</u> 0.08748 <u>0.13587</u>
Max. Volumetric Rate at 100% L.F. 4/ 5/	0.29990 <u>0.26913</u>	0.20315 <u>0.19612</u>	0.08748 <u>0.13587</u>

Limited Firm Transportation Service
 Rate Schedule LFT 1/ 2/ 3/ 4/ 5/ 6/

The rates shown above for Service under Rate Schedule FT shall also be applicable to Service under Rate Schedule LFT except that the maximum Reservation Fee shall be adjusted to reflect the appropriate number of Days that Service shall be available utilizing the following formula, rounded to 3 decimal places: LFT = FT x ((TD - UD)/TD) where:

- LFT = LFT Reservation Fee
- FT = Applicable FT Reservation Fee
- TD = Number of Days during Agreement Term
- UD = Number of Unavailable Days

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Expedited Firm Transportation Service
Rate Schedule EFT 1/ 2/ 3/ 4/ 5/ 6/

The rates shown above for Service under Rate Schedule FT shall also be applicable to Service under Rate Schedule EFT except that the maximum Reservation Fee shall be adjusted to reflect the applicable expedited period of gas flow (EPF) utilizing the following formula, rounded to 3 decimal places: $EFT = FT \times (24/EPF)$ where:

EFT = EFT Reservation Fee
FT = Applicable FT Reservation Fee
24 = Number of Hours in a Gas Day
EPF = MDQ/MHQ

-
- 1/ Pursuant to Section 5.1.5 paragraph 2 of Rate Schedules FT, Section 5.2.5 paragraph 2 of Rate Schedule EFT, and Section 5.3.5 paragraph 2 of Rate Schedule LFT, Shipper shall pay, in addition to the rate specified for this service, an ACA charge set forth in Section 4.6 of this FERC Gas Tariff, ~~and the RACS rate set forth in Section 4.9 of this FERC Gas Tariff.~~
 - 2/ The minimum charge for Reservation Fees, backhauls and/or exchange transportation shall be \$0.00 per Dth.
 - 3/ In addition, Shipper shall pay the 100% load factor rate for the service outside the zones for which a Reservation Fee or Volumetric Rate is paid.
 - 4/ In addition to the Volumetric Rate, the Utilization Fee is applicable to all services.
 - 5/ 100% load factor rate is calculated as: $(\text{Reservation Fee} \times 12)/365$, rounded to 5 decimal places.
 - 6/ Seasonal recourse rates apply to short-term firm (“STF”) service (i.e., firm service that has a term of less than one year and that does not include multiple-year seasonal service) under Rate Schedule FT and rate schedules that are based upon Rate Schedule FT rates, in addition to interruptible transportation service under Rate Schedule IT. On or before February 15 of each year, Great Lakes shall identify the number of peak months (from zero to five) for the upcoming 12-month period beginning April 1, identify the months to which peak rates apply; and set the peak rate multiplier from one up to a maximum of 1.4. Peak rates will be set by multiplying the applicable firm reservation charge (or reservation component) by the peak multiplier. The remaining off-peak months will have a multiplier equal to $1-(P/O) \times (M-1)$ where:
P=Peak Months
O=Off-Peak Months (Equal to 12-P)
M=Multiplier for Peak Months

Transporter’s seasonal recourse rate elections and resulting peak and off-peak rates shall be posted under the Informational Postings section of Transporter’s Internet Website.

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Effective:

Docket No.
Accepted:

GREAT LAKES GAS TRANSMISSION LIMITED PARTNERSHIP

Open Access Rates
 Interruptible Transportation Service
 Rate Schedule IT

 (Rates Per Dth)

	Western Zone Deliveries 1/ 2/ -----	Central Zone Deliveries 1/ 2/ -----	Eastern Zone Deliveries 1/ 2/ -----
Receipts in Western Zone - -----			
Utilization Fee - Maximum	3/	3/	3/
- Minimum	0.00431 <u>0.00288</u>	0.00952 <u>0.00544</u>	0.01176 <u>0.00954</u>
Receipts in Central Zone - -----			
Utilization Fee - Maximum	3/	3/	3/
- Minimum	0.00000	0.00521 <u>0.00256</u>	0.00745 <u>0.00666</u>
Receipts in Eastern Zone - -----			
Utilization Fee - Maximum	3/	3/	3/
- Minimum	0.00000	0.00000	0.00224 <u>0.00410</u>

1/ Pursuant to Section 5.4.5 paragraph 2 of Rate Schedule IT, Shipper shall pay, in addition to the specified rate for this service, an ACA charge set forth in Section 4.6 of this FERC Gas Tariff, ~~and the RACS rate set forth in Section 4.9 of this FERC Gas Tariff.~~

2/ The minimum charge for backhauls and/or exchange transportation shall be \$0.00 per Dth.

3/ Seasonal recourse rates apply to short-term firm (“STF”) service (i.e., firm service that has a term of less than one year and that does not include multiple-year seasonal service) under Rate Schedule FT and rate schedules that are based upon Rate Schedule FT rates, in addition to interruptible transportation service under Rate Schedule IT. On or before February 15 of each year, Great Lakes shall identify the number of peak months (from zero to five) for the upcoming 12-month period beginning April 1, identify the months to which peak rates apply; and set the peak rate multiplier from one up to a maximum of 1.4. Peak rates will be set by multiplying the applicable firm reservation charge (or reservation component) by the peak multiplier. The remaining off-peak months will have a multiplier equal to 1-(P/O) x (M-1) where:

P=Peak Months

O=Off-Peak Months (Equal to 12-P)

M=Multiplier for Peak Months

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Docket No.
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Transporter's seasonal recourse rate elections and resulting peak and off-peak rates shall be posted under the Informational Postings section of Transporter's Internet Website.

Issued:
Effective:

Docket No.
Accepted:

GREAT LAKES GAS TRANSMISSION LIMITED PARTNERSHIP
 Open Access Rates
 Park and Loan Services
 Rate Schedule PAL (Rates Per Dth) 1/

	Maximum -----	Minimum -----
PARK and LOAN		
Daily Fee _____	\$0.27867	2/-
	\$0.00000	

 1/ An ACA charge set forth in Section 4.6 of this FERC Gas Tariff shall not be assessed on any transaction under Rate Schedule PAL.

~~2/ Seasonal recourse rates apply to short-term firm (“STF”) service (i.e., firm service that has a term of less than one year and that does not include multiple-year seasonal service) under Rate Schedule FT and rate schedules that are based upon Rate Schedule FT rates, in addition to interruptible transportation service under Rate Schedules IT and PAL. On or before February 15 of each year, Great Lakes shall identify the number of peak months (from zero to five) for the upcoming 12-month period beginning April 1, identify the months to which peak rates apply; and set the peak rate multiplier from one up to a maximum of 1.4. Peak rates will be set by multiplying the applicable firm reservation charge (or reservation component) by the peak multiplier. The remaining off-peak months will have a multiplier equal to $1 - (P/O) \times (M-1)$ where:~~

~~— P=Peak Months~~

~~— O=Off Peak Months (Equal to 12-P)~~

~~— M=Multiplier for Peak Months~~

~~— Transporter’s seasonal recourse rate elections and resulting peak and off-peak rates shall be posted under the Informational Postings section of Transporter’s Internet Website.~~

Issued:
 Effective:

Docket No.
 Accepted:

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~~GREAT LAKES GAS TRANSMISSION LIMITED PARTNERSHIP~~

~~Regulatory and Compliance Surcharge (RACS)~~

~~Firm Transportation Service~~

~~Rate Schedule FT~~

	Western Zone Deliveries	Central Zone Deliveries	Eastern Zone Deliveries
	(Rates per Dth)	(Rates per Dth)	(Rates per Dth)
	Receipts in Western Zone		
Reservation Fee	\$0.000	\$0.000	\$0.000
	Receipts in Central Zone		
Reservation Fee	\$0.000	\$0.000	\$0.000
	Receipts in Eastern Zone		
Reservation Fee	\$0.000	\$0.000	\$0.000

~~Limited Firm Transportation Service
 Rate Schedule LFT~~

~~The RACS rate shown above shall also be applicable to Rate Schedule LFT except that the RACS rate shall be adjusted to reflect the appropriate number of Days that Service shall be available utilizing the following formula, rounded to 3 decimal places: $LFTR = FTR \times ((TD - UD) / TD)$ where:~~

$$\begin{aligned}
 LFTR &= LFT \text{ RACS Fee} \\
 FTR &= \text{Applicable FT RACS Fee} \\
 TD &= \text{Number of Days during Agreement Term} \\
 UD &= \text{Number of Unavailable Days}
 \end{aligned}$$

Issued:
 Effective:

Docket No.
 Accepted:

~~Expedited Firm Transportation Service
Rate Schedule EFT~~

~~The RACS rate shown above shall also be applicable to Rate Schedule EFT except that the maximum RACS rate shall be adjusted to reflect the applicable expedited period of gas flow (EPF) utilizing the following formula, rounded to 3 decimal places: $EFTR = FTR \times (24/EPF)$ where:~~

$$\begin{aligned} \del{EFTR} &= \del{EFT RACS Fee} \\ \del{FTR} &= \del{Applicable FT RACS Fee} \\ \del{24} &= \del{Number of Hours in a Gas Day} \\ \del{EPF} &= \del{MDQ/MHQ} \end{aligned}$$

Issued:
Effective:

Docket No.
Accepted:

~~GREAT LAKES GAS TRANSMISSION LIMITED PARTNERSHIP
 Regulatory and Compliance Surcharge (RACS)
 Interruptible Transportation Service
 Rate Schedule IT~~

		Western Zone Deliveries	Central Zone Deliveries	Eastern Zone Deliveries
(Rates per Dth)		(Rates per Dth)	(Rates per Dth)	(Rates per Dth)
Receipts in Western Zone				
Utilization Fee - Maximum				
Minimum		\$0.000	\$0.000	\$0.000
Receipts in Central Zone				
Utilization Fee - Maximum				
Minimum		\$0.000	\$0.000	\$0.000
Receipts in Eastern Zone				
Utilization Fee - Maximum				
Minimum		\$0.000	\$0.000	\$0.000

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Docket No.
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APPENDIX B-2

Period II Settlement Rates

APPENDIX B-2

Clean

Great Lakes Gas Transmission Limited Partnership

FERC Gas Tariff, Third Revised Volume No. 1

Docket No. RP25-855-000

Pro-Forma Phase II Rates

To Become Effective January 1, 2028

<u>Tariff Sections</u>		<u>Version</u>
4.1	Statement of Rates, Rate Schedule FT, LFT, and EFT Rates	11.0.0
4.3	Statement of Rates, Rate Schedule IT Rates	8.0.0
4.4	Statement of Rates, Rate Schedule PAL Rates	9.0.0

GREAT LAKES GAS TRANSMISSION LIMITED PARTNERSHIP
 Open Access Rates
 Firm Transportation Service
 Rate Schedule FT 6/

	Western Zone 1/ 2/ 3/ Deliveries ----- (Rates per Dth)	Central Zone 1/ 2/ 3/ Deliveries ----- (Rates per Dth)	Eastern Zone 1/ 2/ 3/ Deliveries ----- (Rates per Dth)
Receipts in Western Zone - -----			
Reservation Fee	\$2.650	\$4.403	\$6.766
Utilization Fee	0.00288	0.00544	0.00954
Max. Volumetric Rate at 100% L.F. 4/ 5/	0.08712	0.14476	0.22244
Receipts in Central Zone - -----			
Reservation Fee	\$4.403	\$3.027	\$4.683
Utilization Fee	0.00544	0.00256	0.00666
Max. Volumetric Rate at 100% L.F. 4/ 5/	0.14476	0.09952	0.15396
Receipts in Eastern Zone - -----			
Reservation Fee	\$6.766	\$4.683	\$2.661
Utilization Fee	0.00954	0.00666	0.00224
Max. Volumetric Rate at 100% L.F. 4/ 5/	0.22244	0.15396	0.08748

Limited Firm Transportation Service
 Rate Schedule LFT 1/ 2/ 3/ 4/ 5/ 6/

The rates shown above for Service under Rate Schedule FT shall also be applicable to Service under Rate Schedule LFT except that the maximum Reservation Fee shall be adjusted to reflect the appropriate number of Days that Service shall be available utilizing the following formula, rounded to 3 decimal places: $LFT = FT \times ((TD - UD)/TD)$ where:

- LFT = LFT Reservation Fee
- FT = Applicable FT Reservation Fee
- TD = Number of Days during Agreement Term
- UD = Number of Unavailable Days

Issued:
 Effective:

Docket No.
 Accepted:

Expedited Firm Transportation Service
Rate Schedule EFT 1/ 2/ 3/ 4/ 5/ 6/

The rates shown above for Service under Rate Schedule FT shall also be applicable to Service under Rate Schedule EFT except that the maximum Reservation Fee shall be adjusted to reflect the applicable expedited period of gas flow (EPF) utilizing the following formula, rounded to 3 decimal places: $EFT = FT \times (24/EPF)$ where:

EFT = EFT Reservation Fee
FT = Applicable FT Reservation Fee
24 = Number of Hours in a Gas Day
EPF = MDQ/MHQ

-
- 1/ Pursuant to Section 5.1.5 paragraph 2 of Rate Schedules FT, Section 5.2.5 paragraph 2 of Rate Schedule EFT, and Section 5.3.5 paragraph 2 of Rate Schedule LFT, Shipper shall pay, in addition to the rate specified for this service, an ACA charge set forth in Section 4.6 of this FERC Gas Tariff.
 - 2/ The minimum charge for Reservation Fees, backhauls and/or exchange transportation shall be \$0.00 per Dth.
 - 3/ In addition, Shipper shall pay the 100% load factor rate for the service outside the zones for which a Reservation Fee or Volumetric Rate is paid.
 - 4/ In addition to the Volumetric Rate, the Utilization Fee is applicable to all services.
 - 5/ 100% load factor rate is calculated as: $(\text{Reservation Fee} \times 12)/365$, rounded to 5 decimal places.
 - 6/ Seasonal recourse rates apply to short-term firm (“STF”) service (i.e., firm service that has a term of less than one year and that does not include multiple-year seasonal service) under Rate Schedule FT and rate schedules that are based upon Rate Schedule FT rates, in addition to interruptible transportation service under Rate Schedule IT. On or before February 15 of each year, Great Lakes shall identify the number of peak months (from zero to five) for the upcoming 12-month period beginning April 1, identify the months to which peak rates apply; and set the peak rate multiplier from one up to a maximum of 1.08. Peak rates will be set by multiplying the applicable firm reservation charge (or reservation component) by the peak multiplier. The remaining off-peak months will have a multiplier equal to $1-(P/O) \times (M-1)$ where:

P=Peak Months

O=Off-Peak Months (Equal to 12-P)

M=Multiplier for Peak Months

Transporter’s seasonal recourse rate elections and resulting peak and off-peak rates shall be posted under the Informational Postings section of Transporter’s Internet Website.

Issued:
Effective:

Docket No.
Accepted:

GREAT LAKES GAS TRANSMISSION LIMITED PARTNERSHIP
 Open Access Rates
 Interruptible Transportation Service
 Rate Schedule IT

 (Rates Per Dth)

	Western Zone Deliveries 1/ 2/ -----	Central Zone Deliveries 1/ 2/ -----	Eastern Zone Deliveries 1/ 2/ -----
Receipts in Western Zone - -----			
Utilization Fee - Maximum	3/	3/	3/
- Minimum	0.00288	0.00544	0.00954
Receipts in Central Zone - -----			
Utilization Fee - Maximum	3/	3/	3/
- Minimum	0.00544	0.00256	0.00666
Receipts in Eastern Zone - -----			
Utilization Fee - Maximum	3/	3/	3/
- Minimum	0.00954	0.00666	0.00224

 1/ Pursuant to Section 5.4.5 paragraph 2 of Rate Schedule IT, Shipper shall pay, in addition to the specified rate for this service, an ACA charge set forth in Section 4.6 of this FERC Gas Tariff.

2/ The minimum charge for backhauls and/or exchange transportation shall be \$0.00 per Dth.

3/ Seasonal recourse rates apply to short-term firm (“STF”) service (i.e., firm service that has a term of less than one year and that does not include multiple-year seasonal service) under Rate Schedule FT and rate schedules that are based upon Rate Schedule FT rates, in addition to interruptible transportation service under Rate Schedule IT. On or before February 15 of each year, Great Lakes shall identify the number of peak months (from zero to five) for the upcoming 12-month period beginning April 1, identify the months to which peak rates apply; and set the peak rate multiplier from one up to a maximum of 1.08. Peak rates will be set by multiplying the applicable firm reservation charge (or reservation component) by the peak multiplier. The remaining off-peak months will have a multiplier equal to 1-(P/O) x (M-1) where:

P=Peak Months

O=Off-Peak Months (Equal to 12-P)

M=Multiplier for Peak Months

Issued:
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Docket No.
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Transporter's seasonal recourse rate elections and resulting peak and off-peak rates shall be posted under the Informational Postings section of Transporter's Internet Website.

Issued:
Effective:

Docket No.
Accepted:

GREAT LAKES GAS TRANSMISSION LIMITED PARTNERSHIP
Open Access Rates
Park and Loan Services
Rate Schedule PAL (Rates Per Dth) 1/

	Maximum -----	Minimum -----
PARK and LOAN		
Daily Fee	\$0.23198	\$0.00000

1/ An ACA charge set forth in Section 4.6 of this FERC Gas Tariff shall not be assessed on any transaction under Rate Schedule PAL.

Issued:
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Docket No.
Accepted:

APPENDIX B-2

Marked

Great Lakes Gas Transmission Limited Partnership

FERC Gas Tariff, Third Revised Volume No. 1

Docket No. RP25-855-000

Pro-Forma Phase II Rates

To Become Effective January 1, 2028

<u>Tariff Sections</u>		<u>Version</u>
4.1	Statement of Rates, Rate Schedule FT, LFT, and EFT Rates	11.0.0
4.3	Statement of Rates, Rate Schedule IT Rates	8.0.0
4.4	Statement of Rates, Rate Schedule PAL Rates	9.0.0

GREAT LAKES GAS TRANSMISSION LIMITED PARTNERSHIP
 Open Access Rates
 Firm Transportation Service
 Rate Schedule FT 6/

	Western Zone 1/ 2/ 3/ Deliveries ----- (Rates per Dth)	Central Zone 1/ 2/ 3/ Deliveries ----- (Rates per Dth)	Eastern Zone 1/ 2/ 3/ Deliveries ----- (Rates per Dth)
Receipts in Western Zone - -----			
Reservation Fee	\$2.7542.650	\$4.5864.403	\$8.1866.766
Utilization Fee	0.00288	0.00544	0.00954
Max. Volumetric Rate at 100% L.F. 4/ 5/	0.090540.08712	0.150790.14476	0.269130.22244
Receipts in Central Zone - -----			
Reservation Fee	\$4.5864.403	\$2.3663.027	\$5.9654.683
Utilization Fee	0.00544	0.00256	0.00666
Max. Volumetric Rate at 100% L.F. 4/ 5/	0.150790.14476	0.077780.09952	0.196120.15396
Receipts in Eastern Zone - -----			
Reservation Fee	\$8.1866.766	\$5.9654.683	\$4.1332.661
Utilization Fee	0.00954	0.00666	0.004100.00224
Max. Volumetric Rate at 100% L.F. 4/ 5/	0.269130.22244	0.196120.15396	0.135870.08748

Limited Firm Transportation Service
 Rate Schedule LFT 1/ 2/ 3/ 4/ 5/ 6/

The rates shown above for Service under Rate Schedule FT shall also be applicable to Service under Rate Schedule LFT except that the maximum Reservation Fee shall be adjusted to reflect the appropriate number of Days that Service shall be available utilizing the following formula, rounded to 3 decimal places: $LFT = FT \times ((TD - UD)/TD)$ where:

- LFT = LFT Reservation Fee
- FT = Applicable FT Reservation Fee
- TD = Number of Days during Agreement Term
- UD = Number of Unavailable Days

Issued:
 Effective:

Docket No.
 Accepted:

Expedited Firm Transportation Service
Rate Schedule EFT 1/ 2/ 3/ 4/ 5/ 6/

The rates shown above for Service under Rate Schedule FT shall also be applicable to Service under Rate Schedule EFT except that the maximum Reservation Fee shall be adjusted to reflect the applicable expedited period of gas flow (EPF) utilizing the following formula, rounded to 3 decimal places: $EFT = FT \times (24/EPF)$ where:

EFT = EFT Reservation Fee
FT = Applicable FT Reservation Fee
24 = Number of Hours in a Gas Day
EPF = MDQ/MHQ

-
- 1/ Pursuant to Section 5.1.5 paragraph 2 of Rate Schedules FT, Section 5.2.5 paragraph 2 of Rate Schedule EFT, and Section 5.3.5 paragraph 2 of Rate Schedule LFT, Shipper shall pay, in addition to the rate specified for this service, an ACA charge set forth in Section 4.6 of this FERC Gas Tariff.
 - 2/ The minimum charge for Reservation Fees, backhauls and/or exchange transportation shall be \$0.00 per Dth.
 - 3/ In addition, Shipper shall pay the 100% load factor rate for the service outside the zones for which a Reservation Fee or Volumetric Rate is paid.
 - 4/ In addition to the Volumetric Rate, the Utilization Fee is applicable to all services.
 - 5/ 100% load factor rate is calculated as: $(\text{Reservation Fee} \times 12)/365$, rounded to 5 decimal places.
 - 6/ Seasonal recourse rates apply to short-term firm (“STF”) service (i.e., firm service that has a term of less than one year and that does not include multiple-year seasonal service) under Rate Schedule FT and rate schedules that are based upon Rate Schedule FT rates, in addition to interruptible transportation service under Rate Schedule IT. On or before February 15 of each year, Great Lakes shall identify the number of peak months (from zero to five) for the upcoming 12-month period beginning April 1, identify the months to which peak rates apply; and set the peak rate multiplier from one up to a maximum of ~~1.08~~1.4. Peak rates will be set by multiplying the applicable firm reservation charge (or reservation component) by the peak multiplier. The remaining off-peak months will have a multiplier equal to $1 - (P/O) \times (M - 1)$ where:

P=Peak Months

O=Off-Peak Months (Equal to 12-P)

M=Multiplier for Peak Months

Transporter’s seasonal recourse rate elections and resulting peak and off-peak rates shall be posted under the Informational Postings section of Transporter’s Internet Website.

Issued:
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Docket No.
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GREAT LAKES GAS TRANSMISSION LIMITED PARTNERSHIP
 Open Access Rates
 Interruptible Transportation Service
 Rate Schedule IT

 (Rates Per Dth)

	Western Zone Deliveries 1/ 2/ -----	Central Zone Deliveries 1/ 2/ -----	Eastern Zone Deliveries 1/ 2/ -----
Receipts in Western Zone - -----			
Utilization Fee - Maximum	3/	3/	3/
- Minimum	0.00288	0.00544	0.00954
Receipts in Central Zone - -----			
Utilization Fee - Maximum	3/	3/	3/
- Minimum	0.00000 0.00544	0.00256	0.00666
Receipts in Eastern Zone - -----			
Utilization Fee - Maximum	3/	3/	3/
- Minimum	0.00000 0.00954	0.00000 0.00666	0.00410 0.00224

-
- 1/ Pursuant to Section 5.4.5 paragraph 2 of Rate Schedule IT, Shipper shall pay, in addition to the specified rate for this service, an ACA charge set forth in Section 4.6 of this FERC Gas Tariff.
 - 2/ The minimum charge for backhauls and/or exchange transportation shall be \$0.00 per Dth.
 - 3/ Seasonal recourse rates apply to short-term firm (“STF”) service (i.e., firm service that has a term of less than one year and that does not include multiple-year seasonal service) under Rate Schedule FT and rate schedules that are based upon Rate Schedule FT rates, in addition to interruptible transportation service under Rate Schedule IT. On or before February 15 of each year, Great Lakes shall identify the number of peak months (from zero to five) for the upcoming 12-month period beginning April 1, identify the months to which peak rates apply; and set the peak rate multiplier from one up to a maximum of ~~1.08~~1.4. Peak rates will be set by multiplying the applicable firm reservation charge (or reservation component) by the peak multiplier. The remaining off-peak months will have a multiplier equal to 1-(P/O) x (M-1) where:
 P=Peak Months
 O=Off-Peak Months (Equal to 12-P)
 M=Multiplier for Peak Months

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Docket No.
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Transporter's seasonal recourse rate elections and resulting peak and off-peak rates shall be posted under the Informational Postings section of Transporter's Internet Website.

Issued:
Effective:

Docket No.
Accepted:

GREAT LAKES GAS TRANSMISSION LIMITED PARTNERSHIP
Open Access Rates
Park and Loan Services
Rate Schedule PAL (Rates Per Dth) 1/

	Maximum -----	Minimum -----
PARK and LOAN		
Daily Fee	\$ 0.27867 <u>0.23198</u>	\$0.00000

1/ An ACA charge set forth in Section 4.6 of this FERC Gas Tariff shall not be assessed on any transaction under Rate Schedule PAL.

Issued:
Effective:

Docket No.
Accepted:

APPENDIX B-3

***Pro Forma* Revised Tariff Records**

APPENDIX B-3

Clean

Great Lakes Gas Transmission Limited Partnership

FERC Gas Tariff, Third Revised Volume No. 1

Docket No. RP25-855-000

Pro-Forma Revised Tariff Sheets

<u>Tariff Sections</u>		<u>Version</u>
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5.1.5	Rate Schedule FT, Additional Charges	3.0.0
5.2.5	Rate Schedule EFT, Additional Charges	3.0.0
5.3.5	Rate Schedule LFT, Additional Charges	3.0.0
5.4.5	Rate Schedule IT, Additional Charges	3.0.0
6.5.1	GT&C, Definitions	3.0.0
6.10	GT&C, Force Majeure, Remedies, and Reservation Charge Credits	4.0.0
6.16.1	GT&C, Notification to Shipper and Shipper Response	3.0.0
6.16.7	GT&C, Matching and Award of Capacity	3.0.0
6.16.8	GT&C, Absence of Bids	4.0.0
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5.1.5 ADDITIONAL CHARGES

1. Commission and Other Regulatory Fees.

Shipper shall reimburse Transporter for all fees required by the Commission or any other regulatory body that are separately assessed and directly related to the service provided under this rate schedule.

2. FERC Annual Charges Adjustment (ACA).

Transporter shall collect pursuant to Section 6.18 of the General Terms and Conditions of Volume No. 1 of this FERC Gas Tariff, the ACA charge from Shipper for all gas transported, as authorized by Commission's orders, so that Transporter may recoup the annual charges assessed by the Commission for the previous fiscal year in accordance with its final Order No. 472, issued May 29, 1987, and Order No. 472-B issued September 16, 1987 in Docket No. RM87-3. The currently effective rate for the ACA charge shall be set forth in Section 4.6 of this FERC Gas Tariff, Third Revised Volume No. 1.

5.2.5 ADDITIONAL CHARGES

1. Commission and Other Regulatory Fees.

Shipper shall reimburse Transporter for all fees required by the Commission or any other regulatory body that are separately assessed and directly related to the service provided under this rate schedule.

2. FERC Annual Charges Adjustment (ACA).

Transporter shall collect pursuant to Section 6.18 of the General Terms and Conditions of Volume No. 1 of this FERC Gas Tariff, the ACA charge from Shipper for all gas transported, as authorized by Commission's orders, so that Transporter may recoup the annual charges assessed by the Commission for the previous fiscal year in accordance with its final Order No. 472, issued May 29, 1987, and Order No. 472-B issued September 16, 1987 in Docket No. RM87-3. The currently effective rate for the ACA charge shall be set forth in Section 4.6 of this FERC Gas Tariff, Third Revised Volume No. 1.

5.3.5 ADDITIONAL CHARGES

1. Commission and Other Regulatory Fees.

Shipper shall reimburse Transporter for all fees required by the Commission or any other regulatory body that are separately assessed and directly related to the service provided under this rate schedule.

2. FERC Annual Charges Adjustment (ACA).

Transporter shall collect pursuant to Section 6.18 of the General Terms and Conditions of Volume No. 1 of this FERC Gas Tariff, the ACA charge from Shipper for all gas transported, as authorized by Commission's orders, so that Transporter may recoup the annual charges assessed by the Commission for the previous fiscal year in accordance with its final Order No. 472, issued May 29, 1987, and Order No. 472-B issued September 16, 1987 in Docket No. RM87-3. The currently effective rate for the ACA charge shall be set forth in Section 4.6 of this FERC Gas Tariff, Third Revised Volume No. 1.

5.4.5 ADDITIONAL CHARGES

1. Commission and Other Regulatory Fees.

Shipper shall reimburse Transporter for all fees required by the Commission or any other regulatory body that are separately assessed and directly related to the service provided under this rate schedule.

2. FERC Annual Charges Adjustment (ACA).

Transporter shall collect pursuant to Section 6.18 of the General Terms and Conditions of Volume No. 1 of this FERC Gas Tariff, the ACA charge from Shipper for all gas transported, as authorized by Commission's orders, so that Transporter may recoup the annual charges assessed by the Commission for the previous fiscal year in accordance with its final Order No. 472, issued May 29, 1987, and Order No. 472-B issued September 16, 1987 in Docket No. RM87-3. The currently effective rate for the ACA charge shall be set forth in Section 4.6 of this FERC Gas Tariff, Third Revised Volume No. 1.

6.5.1 Definitions.

For purposes of this subsection, the following terms shall have the following meanings:

1. "Primary Receipt Point" shall mean the point designated within an Agreement under Rate Schedule FT, Rate Schedule EFT, or Rate Schedule LFT of this FERC Gas Tariff, Third Revised Volume No. 1 as the primary point for receipt of natural gas on a firm basis.
The receipt points listed in Agreements under Rate Schedule FT to Transporter's FERC Gas Tariff, Original Volume No. 3 (now contained in this Third Revised Volume No. 1) on November 1, 1993 shall become Primary Receipt Points under those Agreements on November 1, 1993 without further action by a Shipper.
2. "Secondary Receipt Point" shall mean a receipt point that is not a Primary Receipt Point.
3. "Primary Delivery Point" shall mean the point designated within an Agreement under Rate Schedule FT, Rate Schedule EFT, or Rate Schedule LFT of this FERC Gas Tariff, Original Volume No. 3 (now contained in this Third Revised Volume No. 1) as a primary point for delivery of natural gas on a firm basis.
The delivery points listed in Agreements under Rate Schedule FT to Transporter's FERC Gas Tariff, Original Volume No. 3 (now contained in this Third Revised Volume No. 1) on November 1, 1993 shall become Primary Delivery Points under those Agreements on November 1, 1993 without further action by a Shipper.
4. "Secondary Delivery Point" shall mean a delivery point that is not a Primary Delivery Point.
5. "Transportation Path" shall mean that area of the Transportation Service provided under Shipper's Agreement that (i) is bounded by the Primary Receipt Point and the Primary Delivery Point within Shipper's Agreement that are separated by the greatest distance and (ii) encompasses all other Primary Receipt and Primary Delivery Points located between those two farthest points identified in (i).

6.10 FORCE MAJEURE, REMEDIES, AND RESERVATION CHARGE CREDITS

1. Force Majeure.

Neither Shipper nor Transporter shall be liable in damages to the other for any act, omission or circumstances occasioned by or in consequence of: any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, line freezeups, decline in the Btu level of Gas received by Transporter at any point below the level at which the MDQs of Service Agreements are based, as specifically stated in Section 6.8 paragraph 1 of the General Terms and Conditions, to the effect that Transporter cannot Transport Shipper's Scheduled Daily Delivery, and any other cause, whether of the kind herein enumerated or otherwise, including legislative, administrative or judicial action which has been resisted in good faith by all legal means, all of which are not reasonably expected and within the control of the party invoking this section, and whether caused or occasioned by or happening on account of the act or omission of one of the parties hereto or some person or concern not a party hereto, not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. A failure to settle or prevent any strike or other controversy with employees or with anyone purporting or seeking to represent employees shall not be considered to be a matter within the control of the party claiming suspension.

2. Remedies.

Such causes or contingencies affecting the performance of the Agreement by either party, however, shall not relieve it of liability in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting the performance of this Agreement relieve either party from its obligation to make payments of amounts then due thereunder, nor shall such cause or contingencies relieve either party of liability unless such party shall give notice and full particulars of the same in writing to the other party as soon as possible after the occurrence relied on.

3. Reservation Charge Credits.

(a) Firm Daily Volume

As used in this Section 6.10, Firm Daily Volume Shall mean the volume of gas which Transporter is obligated to deliver on a firm basis at Shipper's

primary firm delivery point(s) on a Gas Day, based on confirmable nominations for firm service within Shipper's Maximum Daily Quantity.

(b) Force Majeure Event

If, due to an event of Force Majeure as defined in Section 6.10 of the General Terms and Conditions of this FERC Gas Tariff, Transporter is unable to delivery any portion of Shipper's Firm Daily Volume for a period greater than ten (10) consecutive days, then for each day beyond ten (10) days that Transporter so fails to provide service the applicable reservation charges including applicable reservation-based surcharges shall not apply to the quantity of gas not delivered by Transporter within the Shipper's Firm Daily Volume; provided, however, that these charges shall not be eliminated to the extent that the Shipper utilizes secondary point service. Notwithstanding the foregoing, credits applicable to volumes released to an asset manager, as defined in 18 C.F.R. 284.8(h)(3), shall be calculated based on the Releasing Shipper's currently effective reservation charge and shall be payable to the Releasing Shipper, unless otherwise agreed to in writing by Releasing and Replacement Shippers.

However, if Transporter's inability to deliver Shipper's Scheduled Daily Delivery is due to the heat content of Gas received by Transporter being below the Btu level at which Shipper's MDQs are based, as specifically stated in Section 6.8 paragraph 1 of the General Terms and Conditions, the reservation fee shall not be reduced by any amount.

Additionally, if Transporter's inability to deliver Shipper's Firm Daily Volume occurs on a Gas Day when service was unavailable pursuant to the terms of Transporter's Rate Schedule LFT, the reservation charges shall not be reduced by any amount.

(c) PHMSA

For a two-year transitional period beginning March 3, 2014, reservation charge credits associated with outages that are required to comply with orders issued by the Pipeline and Hazardous Materials Safety Administration (PHMSA) pursuant to Section 60139(c) of Title 49 of the United States Code, Chapter 601, shall be calculated in accordance with paragraph b above. Notices of outages pursuant to this section shall identify the specific PHMSA order of requirement with which Transporter is complying.

(d) Non-Force Majeure Event

Expect as for provided for in paragraphs b and c above, in the event Transporter fails to delivery any portion of Shipper's Firm Daily Volume on any Gas Day under any firm contract, then the applicable reservation charges including applicable reservation-based surcharges shall not apply to the quantity of gas not delivered by Transporter within Shipper's Firm Daily Volume; provided, however, that these charges shall not be eliminated to the extent that the Shipper utilizes secondary point service. Notwithstanding the foregoing, credits applicable to volumes released to an asset manager, as defined in 18 C.F.R. 284.8(h)(3), shall be calculated based on the Releasing Shipper's currently effective reservation charge and shall be payable to the Releasing Shipper, unless otherwise agreed to in writing by Releasing and Replacement Shippers.

However, if Transporter's inability to deliver Shipper's Firm Daily Volume occurs on a Gas Day when service was unavailable pursuant to the terms of Transporter's Rate Schedule LFT, the reservation fees shall not be reduced by any amount.

(e) Confirmable Nominations

Any exemption from crediting for nominated amounts not confirmed, as provided in Section 6.10, paragraphs b, c, and d above, is limited to events caused solely by the conduct of others, such as Shipper or upstream or downstream facility operators not controlled by Transporter.

6.16.1 Notification to Shipper and Shipper Response.

(a) Transporter shall notify Shipper twelve (12) months prior to the expiration of an existing Agreement of the impending termination, or may notify Shipper of Transporter's exercise of any contractual right to terminate the existing Agreement. Within thirty (30) days of Transporter's notification, Shipper shall provide to Transporter:

- (1) a written response stating that Shipper wishes to exercise its right of first refusal pursuant to this Section 6.16, including the quantity, if any, for which Shipper does not wish the provisions of this Section 6.16 to apply; or
- (2) a written response stating that Shipper does not wish to exercise its right of first refusal.

Nothing in this section shall preclude Shipper from renewing the existing Agreement pursuant to Section 5.1.2 paragraph 1(b) of Rate Schedule FT and Section 5.2.2(j)(2) of Rate Schedule EFT or Section 5.3.2(g)(2) of Rate Schedule LFT, as applicable.

- (b) Shipper's failure to provide within thirty (30) days of Transporter's notification the written response required by Section 6.16.1(a) shall constitute an irrevocable waiver of Shipper's right of first refusal.
- (c) Nothing in this section shall require Transporter to discount below the maximum rate applicable to a Transportation Service nor shall Transporter be required to agree to any other terms.

6.16.7 Matching and Award of Capacity.

- (a) Shipper shall have thirty (30) days from Transporter's Section 6.16.6 notice to match the BBMP(s) for the quantity that Shipper wishes to renew. Shipper shall match the BBMP(s) in order of ranking (highest to lowest).
- (b) In order to match a BBMP, Shipper must agree to a net present value of rate and term which at least equals the net present value of the rate and term, as reflected in Transporter's Section 6.16.6 notice, of the BBMP being matched; provided, however that Shipper shall not be required to pay any rate higher than the maximum applicable tariff rate; and further provided that Transporter shall not be required to accept any rate other than the rate stated in the BBMP, or the maximum applicable tariff rate, nor shall Transporter be required to agree to any other terms.
- (c) If a matched BBMP represents a volumetric portion of the total capacity posted for bids under Section 6.16.2, the volumetric amount of capacity to which the matched BBMP applies shall be awarded to Shipper. Shipper may choose to renew a volumetric portion of a particular BBMP provided it has matched any and all higher-ranked BBMP(s) for their full volumetric capacity.
- (d) To the extent that the quantity Shipper wishes to renew exceeds the aggregate quantity of the BBMP(s), and after Shipper has matched all BBMP(s) for their full volumetric quantity, the provisions of Section 6.16.8 regarding absence of bids shall apply to the remaining quantity.

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6.16.8 Absence of Bids. In the event Transporter does not receive any valid bids, Transporter and Shipper shall have twenty (20) days from Transporter's Section 6.16.6 notice to mutually agree upon the terms and conditions of renewed service, provided that (a) Transporter shall not be required to discount below the maximum applicable tariff rate or to agree to any other terms; and (b) Shipper may select the term of renewed service after agreeing to pay the maximum rate.

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6.16.10 Shipper's Right of First Refusal.

Shipper's right of first refusal shall expire upon award to Shipper of the total capacity Shipper wishes to renew, or thirty (30) days from Transporter's Section 6.16.6 notice, whichever is earlier. Shipper shall have a new right of first refusal on its renewal agreement for (a) capacity renewed at the maximum rate that meets the requirements set forth in Section 6.16; and (b) capacity renewed under a discounted recourse rate agreement or negotiated rate agreement if Shipper and Transporter so agree in accordance with Section 6.16.

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APPENDIX B-3

Marked

Great Lakes Gas Transmission Limited Partnership

FERC Gas Tariff, Third Revised Volume No. 1

Docket No. RP25-855-000

Pro-Forma Revised Tariff Sheets

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5.1.5 ADDITIONAL CHARGES

1. Commission and Other Regulatory Fees.

Shipper shall reimburse Transporter for all fees required by the Commission or any other regulatory body that are separately assessed and directly related to the service provided under this rate schedule.

2. FERC Annual Charges Adjustment (ACA).

Transporter shall collect pursuant to Section 6.18 of the General Terms and Conditions of Volume No. 1 of this FERC Gas Tariff, the ACA charge from Shipper for all gas transported, as authorized by Commission's orders, so that Transporter may recoup the annual charges assessed by the Commission for the previous fiscal year in accordance with its final Order No. 472, issued May 29, 1987, and Order No. 472-B issued September 16, 1987 in Docket No. RM87-3. The currently effective rate for the ACA charge shall be set forth in Section 4.6 of this FERC Gas Tariff, Third Revised Volume No. 1.

~~3. Regulatory and Compliance Surcharge (RACS).~~

~~Transporter shall collect pursuant to Section 6.28 of the General Terms and Conditions of Volume No. 1 of this FERC Gas Tariff, the RACS rate from Shipper for the recovery of Transporter's revenue requirements associated with investments in Eligible Facilities in order to modernize Transporter's system (Modernization Program). The currently effective rate for the RACS shall be set forth in Section 4.9 of this FERC Gas Tariff.~~

5.2.5 ADDITIONAL CHARGES

1. Commission and Other Regulatory Fees.

Shipper shall reimburse Transporter for all fees required by the Commission or any other regulatory body that are separately assessed and directly related to the service provided under this rate schedule.

2. FERC Annual Charges Adjustment (ACA).

Transporter shall collect pursuant to Section 6.18 of the General Terms and Conditions of Volume No. 1 of this FERC Gas Tariff, the ACA charge from Shipper for all gas transported, as authorized by Commission's orders, so that Transporter may recoup the annual charges assessed by the Commission for the previous fiscal year in accordance with its final Order No. 472, issued May 29, 1987, and Order No. 472-B issued September 16, 1987 in Docket No. RM87-3. The currently effective rate for the ACA charge shall be set forth in Section 4.6 of this FERC Gas Tariff, Third Revised Volume No. 1.

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5.3.5 ADDITIONAL CHARGES

1. Commission and Other Regulatory Fees.

Shipper shall reimburse Transporter for all fees required by the Commission or any other regulatory body that are separately assessed and directly related to the service provided under this rate schedule.

2. FERC Annual Charges Adjustment (ACA).

Transporter shall collect pursuant to Section 6.18 of the General Terms and Conditions of Volume No. 1 of this FERC Gas Tariff, the ACA charge from Shipper for all gas transported, as authorized by Commission's orders, so that Transporter may recoup the annual charges assessed by the Commission for the previous fiscal year in accordance with its final Order No. 472, issued May 29, 1987, and Order No. 472-B issued September 16, 1987 in Docket No. RM87-3. The currently effective rate for the ACA charge shall be set forth in Section 4.6 of this FERC Gas Tariff, Third Revised Volume No. 1.

~~3. Regulatory and Compliance Surcharge (RACS).~~

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5.4.5 ADDITIONAL CHARGES

1. Commission and Other Regulatory Fees.

Shipper shall reimburse Transporter for all fees required by the Commission or any other regulatory body that are separately assessed and directly related to the service provided under this rate schedule.

2. FERC Annual Charges Adjustment (ACA).

Transporter shall collect pursuant to Section 6.18 of the General Terms and Conditions of Volume No. 1 of this FERC Gas Tariff, the ACA charge from Shipper for all gas transported, as authorized by Commission's orders, so that Transporter may recoup the annual charges assessed by the Commission for the previous fiscal year in accordance with its final Order No. 472, issued May 29, 1987, and Order No. 472-B issued September 16, 1987 in Docket No. RM87-3. The currently effective rate for the ACA charge shall be set forth in Section 4.6 of this FERC Gas Tariff, Third Revised Volume No. 1.

~~3. Regulatory and Compliance Surcharge (RACS).~~

~~Transporter shall collect pursuant to Section 6.28 of the General Terms and Conditions of Volume No. 1 of this FERC Gas Tariff, the RACS rate from Shipper for the recovery of Transporter's revenue requirements associated with investments in Eligible Facilities in order to modernize Transporter's system (Modernization Program). The currently effective rate for the RACS shall be set forth in Section 4.9 of this FERC Gas Tariff.~~

6.5.1 Definitions.

For purposes of this subsection, the following terms shall have the following meanings:

1. "Primary Receipt Point" shall mean the point designated within an Agreement under Rate Schedule FT, Rate Schedule EFT, or Rate Schedule LFT of this FERC Gas Tariff, Third Revised Volume No. 1 as the primary point for receipt of natural gas on a firm basis.
The receipt points listed in Agreements under Rate Schedule FT to Transporter's FERC Gas Tariff, Original Volume No. 3 (now contained in this Third Revised Volume No. 1) on November 1, 1993 shall become Primary Receipt Points under those Agreements on November 1, 1993 without further action by a Shipper.
2. "Secondary Receipt Point" shall mean a receipt point that is not a Primary Receipt Point.
3. "Primary Delivery Point" shall mean the point designated within an Agreement under Rate Schedule FT, Rate Schedule EFT, or Rate Schedule LFT of this FERC Gas Tariff, Original Volume No. 3 (now contained in this Third Revised Volume No. 1) as a primary point for delivery of natural gas on a firm basis.
The delivery points listed in Agreements under Rate Schedule FT to Transporter's FERC Gas Tariff, Original Volume No. 3 (now contained in this Third Revised Volume No. 1) on November 1, 1993 shall become Primary Delivery Points under those Agreements on November 1, 1993 without further action by a Shipper.
4. "Secondary Delivery Point" shall mean a delivery point that is not a Primary Delivery Point.
5. "Transportation Path" shall mean that area of the Transportation Service provided under Shipper's Agreement that is (i) is bounded by the ~~farthest~~ Primary Receipt Point ~~within Shipper's Agreement~~ and the ~~farthest~~ Primary Delivery Point within Shipper's Agreement that are separated by the greatest distance and (ii) encompasses all other Primary Receipt and Primary Delivery Points located between those two farthest points identified in (i).

6.10 FORCE MAJEURE, REMEDIES, AND RESERVATION CHARGE CREDITS

1. Force Majeure.

Neither Shipper nor Transporter shall be liable in damages to the other for any act, omission or circumstances occasioned by or in consequence of: any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, line freezeups, decline in the Btu level of Gas received by Transporter at any point below the level at which the MDQs of Service Agreements are based, as specifically stated in Section 6.8 paragraph 1 of the General Terms and Conditions, to the effect that Transporter cannot Transport Shipper's Scheduled Daily Delivery, and any other cause, whether of the kind herein enumerated or otherwise, including legislative, administrative or judicial action which has been resisted in good faith by all legal means, all of which are not reasonably expected and within the control of the party invoking this section, and whether caused or occasioned by or happening on account of the act or omission of one of the parties hereto or some person or concern not a party hereto, not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. A failure to settle or prevent any strike or other controversy with employees or with anyone purporting or seeking to represent employees shall not be considered to be a matter within the control of the party claiming suspension.

2. Remedies.

Such causes or contingencies affecting the performance of the Agreement by either party, however, shall not relieve it of liability in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting the performance of this Agreement relieve either party from its obligation to make payments of amounts then due thereunder, nor shall such cause or contingencies relieve either party of liability unless such party shall give notice and full particulars of the same in writing to the other party as soon as possible after the occurrence relied on.

3. Reservation Charge Credits.

(a) Firm Daily Volume

As used in this Section 6.10, Firm Daily Volume Shall mean the volume of gas which Transporter is obligated to deliver on a firm basis at Shipper's

primary firm delivery point(s) on a Gas Day, based on confirmable nominations for firm service within Shipper's Maximum Daily Quantity.

(b) Force Majeure Event

If, due to an event of Force Majeure as defined in Section 6.10 of the General Terms and Conditions of this FERC Gas Tariff, Transporter is unable to delivery any portion of Shipper's Firm Daily Volume for a period greater than ten (10) consecutive days, then for each day beyond ten (10) days that Transporter so fails to provide service the applicable reservation charges including applicable reservation-based surcharges shall not apply to the quantity of gas not delivered by Transporter within the Shipper's Firm Daily Volume; provided, however, that these charges shall not be eliminated to the extent that the Shipper utilizes secondary point service. Notwithstanding the foregoing, credits applicable to volumes released to an asset manager, as defined in 18 C.F.R. 284.8(h)(3), shall be calculated based on the Releasing Shipper's currently effective reservation charge and shall be payable to the Releasing Shipper, unless otherwise agreed to in writing by Releasing and Replacement Shippers.

However, if Transporter's inability to deliver Shipper's Scheduled Daily Delivery is due to the heat content of Gas received by Transporter being below the Btu level at which Shipper's MDQs are based, as specifically stated in Section 6.8 paragraph 1 of the General Terms and Conditions, the reservation fee shall not be reduced by any amount.

Additionally, if Transporter's inability to deliver Shipper's Firm Daily Volume occurs on a Gas Day when service was unavailable pursuant to the terms of Transporter's Rate Schedule LFT, the reservation charges shall not be reduced by any amount.

(c) PHMSA

For a two-year transitional period beginning March 3, 2014, reservation charge credits associated with outages that are required to comply with orders issued by the Pipeline and Hazardous Materials Safety Administration (PHMSA) pursuant to Section 60139(c) of Title 49 of the United States Code, Chapter 601, shall be calculated in accordance with paragraph b above. Notices of outages pursuant to this section shall identify the specific PHMSA order of requirement with which Transporter is complying.

(d) Non-Force Majeure Event

Expect as for provided for in paragraphs b and c above, in the event Transporter fails to delivery any portion of Shipper's Firm Daily Volume on any Gas Day under any firm contract, then the applicable reservation charges including applicable reservation-based surcharges shall not apply to the quantity of gas not delivered by Transporter within Shipper's Firm Daily Volume; provided, however, that these charges shall not be eliminated to the extent that the Shipper utilizes secondary point service. Notwithstanding the foregoing, credits applicable to volumes released to an asset manager, as defined in 18 C.F.R. 284.8(h)(3), shall be calculated based on the Releasing Shipper's currently effective reservation charge and shall be payable to the Releasing Shipper, unless otherwise agreed to in writing by Releasing and Replacement Shippers.

However, if Transporter's inability to deliver Shipper's Firm Daily Volume occurs on a Gas Day when service was unavailable pursuant to the terms of Transporter's Rate Schedule LFT, the reservation fees shall not be reduced by any amount.

(e) Confirmable Nominations

Any exemption from crediting for nominated amounts not confirmed, as provided in Section 6.10, paragraphs b, c, and d above, is limited to events caused solely by the conduct of others, such as Shipper or upstream or downstream facility operators not controlled by Transporter.

6.16.1 Notification to Shipper and Shipper Response.

(a) Transporter shall notify Shipper twelve (12) months prior to the expiration of an existing Agreement of the impending termination, or may notify Shipper of Transporter's exercise of any contractual right to terminate the existing Agreement. Within ~~fifteen~~thirty (~~15~~30) days of Transporter's notification, Shipper shall provide to Transporter:

- (1) a written response stating that Shipper wishes to exercise its right of first refusal pursuant to this Section 6.16, including the quantity, if any, for which Shipper does not wish the provisions of this Section 6.16 to apply; or
- (2) a written response stating that Shipper does not wish to exercise its right of first refusal.

Nothing in this section shall preclude Shipper from renewing the existing Agreement pursuant to Section 5.1.2 paragraph 1(b) of Rate Schedule FT and Section 5.2.2(j)(2) of Rate Schedule EFT or Section 5.3.2(g)(2) of Rate Schedule LFT, as applicable.

- (b) Shipper's failure to provide within ~~fifteen~~thirty (~~15~~30) days of Transporter's notification the written response required by Section 6.16.1(a) shall constitute an irrevocable waiver of Shipper's right of first refusal.
- (c) Nothing in this section shall require Transporter to discount below the maximum rate applicable to a Transportation Service nor shall Transporter be required to agree to any other terms.

6.16.7 Matching and Award of Capacity.

- (a) Shipper shall have ~~fifteen-thirty~~ (1530) days from Transporter's Section 6.16.6 notice to match the BBMP(s) for the quantity that Shipper wishes to renew. Shipper shall match the BBMP(s) in order of ranking (highest to lowest).
- (b) In order to match a BBMP, Shipper must agree to a net present value of rate and term which at least equals the net present value of the rate and term, as reflected in Transporter's Section 6.16.6 notice, of the BBMP being matched; provided, however that Shipper shall not be required to pay any rate higher than the maximum applicable tariff rate; and further provided that Transporter shall not be required to accept any rate other than the rate stated in the BBMP, or the maximum applicable tariff rate, nor shall Transporter be required to agree to any other terms.
- (c) If a matched BBMP represents a volumetric portion of the total capacity posted for bids under Section 6.16.2, the volumetric amount of capacity to which the matched BBMP applies shall be awarded to Shipper. Shipper may choose to renew a volumetric portion of a particular BMMP provided it has matched any and all higher-ranked BBMP(s) for their full volumetric capacity.
- (d) To the extent that the quantity Shipper wishes to renew exceeds the aggregate quantity of the BBMP(s), and after Shipper has matched all BBMP(s) for their full volumetric quantity, the provisions of Section 6.16.8 regarding absence of bids shall apply to the remaining quantity.

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6.16.8 Absence of Bids. In the event Transporter does not receive any valid bids, Transporter and Shipper shall have ~~fifteen~~twenty (~~15~~20) days from Transporter's Section 6.16.6 notice to mutually agree upon the terms and conditions of renewed service, provided that (a) Transporter shall not be required to discount below the maximum applicable tariff rate or to agree to any other terms; and (b) Shipper may select the term of renewed service after agreeing to pay the maximum rate.

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6.16.10 Shipper's Right of First Refusal.

Shipper's right of first refusal shall expire upon award to Shipper of the total capacity Shipper wishes to renew, or ~~fifteen~~thirty (~~15~~30) days from Transporter's Section 6.16.6 notice, whichever is earlier. Shipper shall have a new right of first refusal on its renewal agreement for (a) capacity renewed at the maximum rate that meets the requirements set forth in Section 6.16; and (b) capacity renewed under a discounted recourse rate agreement or negotiated rate agreement if Shipper and Transporter so agree in accordance with Section 6.16.

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~~RESERVED FOR FUTURE USE~~^{6.28} ~~REGULATORY AND COMPLIANCE SURCHARGE.~~

~~This Section 6.28 establishes the procedures to recover Transporter's revenue requirements associated with investments in Eligible Facilities in order to modernize Transporter's system (Modernization Program). These revenue requirements will be recovered through the Regulatory and Compliance Surcharge ("RACS"), set forth in the Statement of Rates, to be applicable to Transporter's transportation services under Rate Schedule(s) FT, EFT, LFT, and IT, as may be revised from time to time ("Applicable Rate Schedules").~~

~~1.—Transporter's RACS Filings.~~

~~The first RACS Filing will implement RACS to become effective April 1, 2027, to recover the Revenue Requirement related to Eligible Facilities that have been placed into service between November 1, 2025 through November 30, 2026 ("Initial RACS Period"). Subsequently, Transporter will have the right to file to adjust the RACS Surcharge annually to become effective April 1 to recover the Revenue Requirement related to Eligible Facilities placed into service during the December 1 through November 30 period (RACS Period(s)) prior to such RACS Filing and any trailing capital expenditures associated with such Eligible Facilities placed into service during such prior period(s). The final RACS Filing will recover the Revenue Requirement related to Eligible Facilities placed into service during December 1, 2030 through October 31, 2031 ("Final RACS Period") and any trailing capital expenditures associated with such Eligible Facilities placed into service during prior period(s). Any filings by Transporter pursuant to this Section 6.28 are referred to in this FERC Gas Tariff as a RACS Filing.~~

~~2.—RACS Implementation.~~

~~(a) Eligible Facilities have been defined in the Eligible Facilities Plan ("EFP") as filed by Transporter with the FERC and also include the facilities added in accordance with Section 6.28.2(a)(i) and Section 6.28.2(a)(ii) of this FERC Gas Tariff. The initial RACS rate is set at \$0. Subsequently, the Revenue Requirement underlying each adjustment in the RACS will be based on Transporter's capital expenditures for Eligible Facilities during all previous prior period(s) ("Prior RACS Period(s)") to the extent not already included in the then-effective RACS. Transporter's RACS Filings will revise the RACS to take into account both changes in the Revenue Requirement and the over/under-recovered Revenue Requirement from Prior RACS Periods.~~

~~(i) Transporter retains the discretion to recover capital expenditures associated with projects related to facilities not listed in the EFP through the RACS set forth in any RACS Filing provided that the expenditures are associated with~~

~~projects falling within one or both of the following categories: (1) projects to address issues that Transporter believes could lead to imminent unsafe conditions; and (2) projects that Transporter deems necessary to comply with new legislative and/or regulatory requirements. Such will be deemed to be Eligible Facilities for purposes of this FERC Gas Tariff. If Transporter elects to include costs associated with such projects in the RACS Filing, Transporter may not exceed the RACS Program Cost Cap set forth in Section 6.28.2(c) of this FERC Gas Tariff.~~

~~(ii) Transporter shall be permitted to recover capital expenditures associated with facilities that are not listed in the EFP and that do not fall into one of the categories listed in Section 6.28.2(a)(i) provided that Transporter receives the consent of the majority of shippers subject to the RACS. Such facilities will be deemed to be Eligible Facilities for purposes of this FERC Gas Tariff.~~

~~(b) Shippers will retain the right to challenge the prudence of any costs included in the RACS at the time Transporter makes each RACS Filing.~~

~~(c) The total amount of prudent investment in Eligible Facilities incurred which may be recovered through the RACS will not exceed the program cap of \$834 million ("RACS Program Cost Cap"). Any costs exceeding the RACS Program Cost Cap shall be treated as General Plant Maintenance Capital ("GPMC") under Section 6.28(d) of this FERC Gas Tariff.~~

~~(d) Transporter will expend annual GPMC costs of \$30 million per year ("GPMC Projects") during the proposed RACS Term and such GPMC Projects will not be considered Eligible Facilities. If Transporter expends less than \$30 million in GPMC during any RACS Period(s), Transporter will forgo the inclusion of any capital expenditures in the applicable RACS Filing.~~

~~3.—RACS Calculation.~~

~~In each RACS Filing, Transporter will calculate the RACS and allocate to the Applicable Rate Schedules (as defined above) in a manner consistent with Transporter's effective cost allocation and rate design, as set forth below:~~

~~(a) Transporter will first calculate the Revenue Requirement related to Eligible Facilities that were placed in and remained in service during the prior RACS Period(s) set forth in Section 6.28.1 of this FERC Gas Tariff and any applicable trailing capital expenditures associated with such Eligible Facilities placed into service during such applicable Prior RACS Period(s). The Revenue Requirement associated with the RACS consists of the following:~~

~~(i) The Eligible Facilities will consist of the following rate base multipliers: (1)~~

~~a pre-tax rate of return of 14.72 percent and (2) the applicable Taxes Other than Income Taxes (“TOIT”). These rate base multipliers will be multiplied by the “net rate base” (i.e., the gross plant minus accumulated depreciation and accumulated deferred income taxes) associated with Transporter’s Eligible Facilities. (3) Transporter’s depreciation rate of 1.84 percent and (4) Transporter’s negative salvage rate of 1.27 percent will then be multiplied by the gross plant associated with Transporter’s Eligible Facilities.~~

~~(b) Transporter will allocate the Revenue Requirement across each Applicable Rate Schedule to derive the RACS on a per unit basis, utilizing the greater of:~~

~~(i) The projected reservation billing determinants, by zone, based on the most recently available twelve (12) months of billing determinants for Shippers under the Applicable Rate Schedules, adjusted for anticipated contract expirations and discount adjustments for both discounted and negotiated rate contracts; or~~

~~(ii) The billing determinant floors shown in the table below reflecting a 15 percent adjustment of the applicable totals reflected in the J-1 Schedules filed in Transporter’s 2025 Section 4 rate case filing for each RACS Filing.~~

Zones	Western Zone	Central Zone	Eastern Zone
Billing Determinant Floors (Dth)	1,869,608	2,215,384	2,522,639

~~(c) If the billing determinants, by zone, are lower than the floors set forth herein, Transporter will impute billing determinants at the maximum applicable rate and the revenues that would be associated with such billing determinants to reflect the above-stated billing determinant levels in the calculation of the RACS.~~

~~(d) Any over/under recovery of the Revenue Requirement will be recovered in the next succeeding RACS Filing. The over/under recovery will be calculated each year by comparing the actual Revenue Requirement, to the revenues received during the recovery period, including any revenues required to be imputed by Transporter pursuant to Section 6.28.3(c) above.~~

~~4.—Term of RACS.~~

~~The RACS charge will be effective for the term commencing November 1, 2025 and ending on October 31, 2031 (“RACS Term”). Transporter shall have the right to seek to terminate the RACS prior to the end of the RACS Term by filing a general NGA Section 4 rate case. Upon termination of the RACS, Shippers under the Applicable Rate Schedules will remain subject to any unrecovered RACS costs and Transporter~~

~~will be required to refund any over-recovered RACS costs. Any positive or negative balances in Transporter's RACS account as of the expiration of the RACS will be charged or refunded to Shippers, as applicable, in the next monthly billing cycle that is at least fifteen (15) days after the termination of the RACS.~~

Issued:
Effective:

Docket No.
Accepted:

APPENDIX C

**Depreciation Rates and
Negative Salvage Percentages**

Appendix C
Depreciation Rates and Negative Salvage Percentages

Depreciable Category	FERC Account No.	Proposed Rate
Transmission Plant	365 - 370	1.27%
Negative Salvage	108	0.15%
Organization	301	2.33%
Environmental	301.1	2.33%
Certification Costs *	302	2.33%
Software *	303	20.00%
Geographic Information System- GIS	303.1	7.15%
TS Plus System- Com	303.2	19.17%
Office Building	390.1	0.00%
Leasehold Improvements *	390.2	0.00%
Office Equipment	391.1	9.09%
Office Furniture	391.2	9.09%
Office HiTech Equipmet	391.91	13.94%
Automobiles	392.1	0.00%
Trucks	392.2, 392.3	20.00%
Trailers *	392.4	0.00%
Tools, Shop and Garage Equipment	394	6.94%
Heavy Equipment	396	6.00%
Communications Equipment General Plant	397	10.00%

***Fully depreciated**

**UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION**

Great Lakes Gas Transmission Limited)	Docket Nos. RP25-855-000
Partnership)	and RP25-855-001

EXPLANATORY STATEMENT

Pursuant to Rule 602(c)(1) of the Federal Energy Regulatory Commission’s (“FERC” or “Commission”) Rules of Practice and Procedure, 18 C.F.R. § 385.602(c)(1)(ii) (2025), Great Lakes Gas Transmission Limited Partnership (“Great Lakes”) submits the following Explanatory Statement to the attached Stipulation and Agreement of Settlement (“Settlement”). The Settlement resolves all issues in the above-captioned proceedings. This Explanatory Statement is for informational purposes only; in the event of a conflict between the contents of this Explanatory Statement and terms of the Settlement, the terms of the Settlement govern.

ARTICLE I – PROCEDURAL HISTORY

Article I sets forth the procedural background to this proceeding.

ARTICLE II – INDIVISIBILITY OF SETTLEMENT TERMS/BLACK BOX SETTLEMENT

Article II.A. states that the Settlement is a compromise among many parties with diverse and often conflicting interests, and that it provides for a reasonable and comprehensive resolution of all issues and matters in dispute in this proceeding. It further emphasizes that the Settlement is an integrated package that Great Lakes and the Settling Parties request be approved in its entirety, without modification.

Article II.B. states that the Settlement Rates, depreciation rates, and negative salvage percentages set forth in Articles VI.A. and VII, respectively, are “black box” rates.

ARTICLE III – SETTLING PARTIES AND CONTESTING PARTIES

Article III describes settlement procedures and the parties' rights in the event there is a Contesting Party as that term is defined in the Settlement.

Article III.A. defines "Settling Party" as any party to this proceeding that is not a Contesting Party. It further provides that although Great Lakes is a party to the Settlement, it is not a Settling Party as the term is defined.

Article III.B.1. provides that any party, excluding Great Lakes, shall become a Contesting Party on the date that it (a) files any pleading at the Commission opposing or seeking to condition or modify the Settlement as a whole or any of its provisions; (b) provides notice as set forth in Article IV.A.5. that it elects to become a Contesting Party; or (c) takes any action inconsistent with the terms of the Settlement.

Article III.B.2. provides that subject to Article III.B.4., Contesting Parties shall forego any and all rights or obligations under the Settlement except for the obligation to pay the make-up charge described in the preceding paragraph. The Settlement Rates are not subject to modification as a result of the outcome of any rate litigation involving a Contesting Party.

Article III.B.3. addresses the circumstance where Settling Parties and Contesting Parties are subject to different applicable maximum recourse rates, and specifies how the maximum recourse rate for those shippers shall be determined for purposes of the right of first refusal and capacity release purposes.

Article III.B.4. provides that nothing in the Settlement shall constitute a waiver of any party's rights to request the Commission to approve the Settlement as an overall

package over the objection of a Contesting Party, or preclude the Commission from doing so.

ARTICLE IV – SETTLEMENT EFFECTIVENESS

Article IV generally governs when the Settlement shall become effective (the “Effective Date”) and sets forth the rights of various parties should the Commission issue an order approving the Settlement subject to a modification(s) or condition(s). In the event the Commission issues an order approving the Settlement subject to a modification(s) or condition(s), then Great Lakes and the Settling Parties shall meet and confer to determine whether the modification(s) and condition(s) may be accepted by all Settling Parties and Great Lakes, or, if not, whether agreeable changes to the Settlement may be made. If the Settling Parties and Great Lakes are unable to agree on a suitable solution, the Settlement will become effective subject to the rights set forth in the paragraphs below. The term of the settlement (“Settlement Term”) shall begin on the Effective Date and shall terminate one (1) day prior to the date when new generally applicable rates become effective pursuant to a general NGA Section 4 or Section 5 rate filing.

Article IV.A.3. sets forth Great Lakes’ rights to seek rehearing of any Commission order approving the Settlement subject to a modification(s) or condition(s) that materially or adversely affects Great Lakes as well as Great Lakes’ right to withdraw the Settlement if the Commission issues such an order or a Settling Party elects not to be bound by the Settlement. If the Commission issues an order approving the Settlement subject to a modification(s) or condition(s) that materially or adversely affects Great Lakes, then Great Lakes may elect to seek rehearing of the order or withdraw the Settlement. Article IV.A.4.

provides that if the Commission issues a Final Order denying Great Lakes' request for rehearing, Great Lakes shall have the option to withdraw the Settlement.

If the Commission issues an order approving the Settlement subject to a modification(s) or condition(s) that materially or adversely affect a Settling Party other than Great Lakes, then Article IV.A.5. provides that the Settling Party may, upon notice, elect not to be bound by the Settlement and/or seek rehearing of such an order. A Settling Party that elects not to be bound by the Settlement shall be considered a Contesting Party and Great Lakes shall have the option, but not the obligation, to withdraw the Settlement.

Article IV.B. provides that if Great Lakes withdraws the Settlement or it is rejected by the Commission or a court of competent jurisdiction, then all parties' rights and obligations under the Settlement are deemed null and void and all parties shall be restored to the *status quo ante*. If Great Lakes provides notice of withdrawal or the Settlement is rejected by the Commission or a court of competent jurisdiction, Great Lakes may take any necessary action, including submission of a tariff filing, to restore or otherwise make effective the Motion Rates, subject to refund and the outcome of the hearing in this proceeding, and no former Settling Party shall oppose that action taken by Great Lakes. However, former Settling Parties retain all rights to litigate the justness and reasonableness of the Motion Rates.

ARTICLE V – MORATORIUM AND MANDATORY FILING REQUIREMENT

Article V.A. establishes a Moratorium during which Great Lakes and the Settling Parties are prohibited from taking certain actions, including but not limited to any filings under Sections 4 and 5 of the NGA that would be inconsistent with the Settlement or any

of its constituent provisions. Article V.A. also enumerates various permissible filings by Great Lakes and the Settling Parties during the Moratorium.

Article V.B. establishes that Great Lakes shall file a general rate case pursuant to Section 4 of the NGA such that the rates proposed therein will become effective no later than November 1, 2030, taking into account any customary suspension period that may be imposed by the Commission, unless the Commission has instituted an investigation of Great Lakes' rates under Section 5 of the NGA prior to May 1, 2030.

ARTICLE VI – SETTLEMENT RATES

Article VI.A. establishes the rates that shall be in effect pursuant to the Settlement. The recourse rates for all Great Lakes transportation services to be effective November 1, 2025 through December 31, 2027, shall be as set forth in the tariff records attached as Appendix B-1 to the Settlement (“Period I Settlement Rates”). The recourse rates for all Great Lakes transportation services to be effective January 1, 2028 until the end of the Settlement Term, shall be as set forth in the tariff records attached as Appendix B-2 so the Settlement (“Period II Settlement Rates”).

Article VI.B. specifies the seasonal rate peak multiplier for seasonal rates for short-term firm (Rate Schedules FT, EFT, and LFT and interruptible (Rate Schedule IT) services. The multiplier for the period November 1, 2025 to March 31, 2028 shall be 1.4; the multiplier for the period April 1, 2028 through the end of the Settlement Term shall be 1.08. The seasonal rate off-peak multiplier shall be calculated pursuant to the applicable Tariff sections.

Article VI.C. sets forth the procedures by which Great Lakes shall provide refunds and/or charge for recovery of under-collected revenues based on the differential between

the rates charged by Great Lakes to a Settling Party beginning on November 1, 2025 and the Period I Settlement Rates established pursuant to Article VI.A.1.

ARTICLE VII – DEPRECIATION AND NEGATIVE SALVAGE

Article VII provides that effective November 1, 2025, Great Lakes shall apply the depreciation rates and negative salvage rates set forth in Appendix C for regulatory accounting and ratemaking purposes. It further provides that a Final Order approving the Settlement shall constitute all necessary authority, including under Sections 8 and 9 of the NGA, for Great Lakes to apply the Appendix C depreciation rates.

ARTICLE VIII – EQUITY ALLOWANCE FOR FUNDS USED DURING CONSTRUCTION

Article VIII provides that following the Effective Date of the Settlement, and continuing for the Settlement Term, Great Lakes shall calculate and record in its books the equity portion of Allowance for Funds Used During Construction in accordance with the formula set forth in the Commission’s Uniform System of Accounts, 18 C.F.R. Part 201, Gas Plant Instruction (3)(17). It further provides that this provision shall have no precedential effect in any future proceeding.

ARTICLE IX – TARIFF CHANGE PROPOSALS

Article IX.A. provides that Great Lakes shall retain the following revisions to Section 6.16 of its General Terms and Conditions (“GT&C”) included in the Rate Case Filing: (1) the fifteen (15)-day right of first refusal (“ROFR”) notice period in Sections 6.16.2 and 6.16.3; and (2) the five (5)-day period for Great Lakes to provide notice of bid results to the shipper in Section 6.16.6.

Article IX.B. provides that Great Lakes shall implement the following revisions to GT&C Section 6.16 to restore provisions that were in effect prior to the Rate Case Filing:

(1) the thirty (30)-day period for a shipper to notify Great Lakes of its decision to exercise its ROFR in Section 6.16.1; (2) the thirty (30)-day period for a shipper to match the Best Bid for Matching Purposes in Section 6.16.7; (3) the twenty (20)-day period for a shipper to continue service in the event no valid bids are submitted in Section 6.16.8; and (4) the thirty (30)-day period prior to ROFR expiration in Section 6.16.10.

Article IX.C. sets forth a revised definition of “Transportation Path” in GT&C Section 6.5.1.5 to be implemented by Great Lakes.

Article IX.D. sets forth a revision to GT&C Section 6.10.3 governing calculation of reservation charge credits to be implemented by Great Lakes.

Article IX.E. provides that effective November 1, 2025, Great Lakes shall remove the Reliability and Compliance Surcharge mechanism in GT&C Section 6.28 and all associated Tariff references included in the Rate Case Filing from its Tariff.

ARTICLE X – TARIFF FILING

Article X provides that within thirty (30) days of a “Final Order” as defined in Article IV.A.5. of the Settlement, Great Lakes shall make an NGA section 4 filing to implement the *pro forma* Tariff records contained in Appendix B-3.

ARTICLE XI – THE SETTLEMENT SUPERSEDES ALL PRIOR SETTLEMENTS

Article XI provides that, subject to Article IV.B., the Settling Parties agree that as of the Effective Date, the Stipulation and Agreement of Settlement approved by the Commission in Docket No. RP13-1367-000 (“2013 Settlement”) and the 2022 Amended Settlement shall be superseded in their entirety by this Settlement and shall be null and void, and no provision of these settlements will continue to have any force or effect or be binding on any entity, party, or Settling Party; provided, however, that the provisions in Article VII. of the 2013 Settlement governing seasonal rates are only superseded by this

Settlement with respect to the seasonal multipliers identified in Article VI.B. of this Settlement, and the remaining provisions in Article VII. of the 2013 Settlement shall survive for purposes of this Settlement and no entity, party, or Settling Party may challenge such provisions; for the avoidance of doubt, to the extent Great Lakes seeks to maintain seasonal rates in its next general rate case, it will bear the burden of proof to demonstrate that such rate design is just and reasonable. Article XI further provides that the Settlement does not effectuate changes to Great Lakes' existing tariff other than those set forth therein.

ARTICLE XII – MISCELLANEOUS

Article XII.A. provides that neither Great Lakes nor any Settling Party shall be bound or prejudiced by any part of the Settlement, unless it becomes effective in accordance with the provisions hereof.

Article XVI.B. provides that: the Settlement shall have no precedential value (Article XVI.B.1.); the Settlement is privileged pursuant to Rule 602 of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.602 (2025), and any negotiations may not be employed other than to enforce the terms of the Settlement (Article XVI.B.2.); nothing in the Settlement shall be deemed an admission by any party (Article XVI.B.3.); the Settlement and all discussions held and materials provided by any participant are subject to Rule 602 (Article XVI.B.4.); and the methods or practices used in deriving rates shall not be considered settled practices (Article XVI.B.5.).

Article XII.C. provides that no participant shall be deemed the drafter of the Settlement, and the Settlement shall not be construed against any participant as the drafter. In the event of conflict between terms contained in the Settlement and those of this Explanatory Statement, the terms of the Settlement control.

Article XII.D. provides that the provisions of the Settlement are not severable and may become effective only in accordance with the terms of the Settlement.

Article XIII.E. provides that the Settlement represents a negotiated settlement only with respect to the issues resolved by the Settlement. Except to the extent explicitly set forth in the Settlement, neither Great Lakes nor any Settling Party shall be deemed to have approved, accepted, agreed to, or consented to any policy, methodology, or other principle underlying or supposed to underlie any of the matters provided for in the Settlement.

Article XII.F. states that to the extent that the Commission considers any changes to the terms of the Settlement, the standard of review for any proposed modifications to the provisions of the Settlement by the Commission acting *sua sponte*, the Settling Parties and Great Lakes acting unanimously, or third parties, will be the ordinary just and reasonable standard. The standard for review for any proposed modifications to the provisions of the Settlement at the request of either Great Lakes or one (1) or more, but less than all, Settling Parties and will be the “public interest” application of the just-and-reasonable standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956), and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956) (the “*Mobile-Sierra* doctrine”). *See also Morgan Stanley Capital Group, Inc. v. Public Utility District No. 1 of Snohomish County*, 554 U.S. 527 (2008); *NRG Power Marketing, LLC v. Maine Public Util. Comm’n*, 558 U.S. 165 (2010). Nothing in the Settlement is meant to limit the Commission’s authority to approve uncontested settlements under 18 C.F.R. § 385.602(g)(3) (2025).

Article XII.G. provides that the Settlement shall apply to Great Lakes and the Settling Parties as well as their respective successors in interest.

ARTICLE XIII – EFFECT OF COMMISSION APPROVAL

Article XIII.A. states that the Commission’s approval of the Settlement shall constitute Commission authorization and approval for Great Lakes to implement the Settlement Rates and Tariff changes set forth in the Settlement on their proposed effective dates without suspension and without conditions other than those specified herein.

Article XIV.B. states that the Commission’s approval of the Settlement shall constitute Commission waiver of compliance, to the extent (if any) necessary, by Great Lakes with the requirements of the Commission’s Rules and Regulations under the Natural Gas Act and Natural Gas Policy Act including, but not limited to, Parts 154, 157, 201, and 284 as necessary to carry out any provision of the Settlement.

CERTIFICATION QUESTIONS

On December 15, 2016, the Chief Administrative Law Judge issued an Amended Notice to the Public requiring that each Explanatory Statement submitted in support of a proposed settlement filed with the Commission address the following four questions:

1. Does the settlement affect other pending cases?

Great Lakes does not believe that the Settlement will affect other pending cases.

2. Does the settlement involve issues of first impression?

The Settlement does not involve any issues of first impression.

3. Does the settlement depart from Commission precedent?

The Settlement does not depart from Commission precedent.

4. Does the settlement seek to impose a standard of review other than the ordinary just and reasonable standard with respect to any changes to the settlement that might be sought either by a third party or the Commission acting *sua sponte*?

No.

Dated: June 24, 2026

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Great Lakes Gas
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Respectfully submitted,

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