March 31, 2023

Ms. Kimberly D. Bose, Secretary Federal Energy Regulatory Commission 888 First Street, NE Washington, DC 20426



**Great Lakes Gas Transmission Limited Partnership** 700 Louisiana Street, Suite 1300 Houston, TX 77002-2700

Jonathan Scullion Manager, Tariffs

tel832.320.5520emailjonathan\_scullion@tcenergy.comwebhttp://www.tcplus.com/great%20lakes

Re: Great Lakes Gas Transmission Limited Partnership Negotiated Rate Agreements Docket No. RP23-\_\_\_\_-000

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act ("NGA") and Part 154 of the Federal Energy Regulatory Commission's ("FERC" or "Commission") regulations,<sup>1</sup> Great Lakes Gas Transmission Limited Partnership ("Great Lakes") respectfully submits for filing and acceptance a revised tariff section Part 1 – Table of Contents to be part of its FERC Gas Tariff, Third Revised Volume No. 1 ("Tariff"), and tariff records containing ten (10) Rate Schedule FT ("FT") negotiated rate service agreements (collectively, the "Agreements"), all of which are included herein as Appendix A.<sup>2</sup> Great Lakes respectfully requests that the Commission accept the proposed tariff section and tariff records to become effective April 1, 2023, as further described below.

<sup>&</sup>lt;sup>1</sup> 18 C.F.R. Part 154 (2023).

<sup>&</sup>lt;sup>2</sup> *Electronic Tariff Filings*, 124 FERC ¶ 61,270 (2008) ("Order No. 714"). Order No. 714 at P42 states that "Negotiated rate agreements…need not be divided, but can be filed as entire documents." Great Lakes has elected to file the Agreements included herein as a whole document, in PDF format.

# **Correspondence**

The names, titles and mailing address of the persons to whom correspondence and communications concerning this filing should be directed are as follows:

	Sorana Linder Director, Rates, Tariffs & Modernization		David R. Hammel Director, Regulatory and Operations Law
*	Jonathan Scullion	*	John Ryan
	Manager, Tariffs		Legal Counsel
	Great Lakes Gas Transmission		Great Lakes Gas Transmission
	Limited Partnership		Limited Partnership
	700 Louisiana Street, Suite 1300		700 Louisiana Street, Suite 1300
	Houston, Texas 77002-2700		Houston, Texas 77002-2700
	Tel. (832) 320-5520		Tel. (832) 320-5879
	E-mail: jonathan_scullion@tcenergy.com		E-mail: john_ryan@tcenergy.com

\* Persons designated for official service pursuant to Rule 2010.

#### Statement of Nature, Reasons and Basis for Filing

On March 5, 1999 and April 19, 1999, in Docket Nos. RP99-220-000, *et al.*,<sup>3</sup> the Commission approved Section 5.1.4.4 of Rate Schedule FT of Great Lakes' Tariff ("Section 5.1.4.4"), which authorizes Great Lakes to enter into negotiated rate agreements with its shippers.

In accordance with Section 5.1.4.4, Great Lakes hereby respectfully submits for filing and acceptance the referenced Agreements,<sup>4</sup> all of which are included as Appendix A.<sup>5</sup> Great Lakes advises that no undisclosed agreements, etc. are linked to the Agreements. Furthermore, the Agreements do not contain provisions that are either non-conforming or a material deviation from the applicable Form of Service Agreement in Great Lakes' Tariff.<sup>6</sup>

### The Agreements

Great Lakes is submitting for filing the Agreements, as listed below, because Great Lakes has agreed with each respective contracting party listed below that the negotiated rate will be the

<sup>&</sup>lt;sup>3</sup> Great Lakes Gas Transmission Limited Partnership, 86 FERC ¶ 61,234 (1999).

<sup>&</sup>lt;sup>4</sup> The Agreements provide all the information required by Section 5.1.4.4 of Great Lakes' Tariff, including: (1) the exact legal name of the Shipper; (2) the negotiated rate; (3) the applicable rate schedule; (4) the receipt and delivery points; and (5) the contract quantities.

<sup>&</sup>lt;sup>5</sup> Additionally, Appendix A includes a revised Part 1 - Table of Contents that reflects (i) the proposed Agreements in Sections 8.8 through 8.17 and (ii) the removal of "FT" from the contract numbers in Sections 8.5 through 8.7 due to an administrative oversight in a previously approved filing (see *Great Lakes*, Docket No. RP22-776-000).

<sup>&</sup>lt;sup>6</sup> Specifically, Section 7.3 – Service Agmts –Firm Transportation Service Agreement.

Daily Index-Based Volumetric Rate set forth in each of the Agreements, unless Great Lakes and any one of the Shippers<sup>7</sup> mutually agree to a Monthly Index-Based Volumetric Rate as set forth in the respective Shipper's Agreement. Alternatively, there will be a minimum negotiated monthly reservation fee of \$3.0416 for the fully contracted MDQ if the Daily Index-Based Volumetric Rate or Monthly Index-Based Volumetric Rate, whichever is applicable, fails to meet or exceed the minimum negotiated monthly reservation fee for the fully contracted MDQ.

- Great Lakes is filing Castleton Commodities Merchant Trading L.P. Contract No. 22391, as included in Appendix A as tariff record 8.8;
- Great Lakes is filing Freepoint Commodities LLC Contract No. 22394, as included in Appendix A as tariff record 8.9;
- Great Lakes is filing Citadel Energy Marketing LLC Contract No. 22395, as included in Appendix A as tariff record 8.10;
- Great Lakes is filing Koch Energy Services, LLC Contract No. 22396, as included in Appendix A as tariff record 8.11;
- Great Lakes is filing TC Energy Marketing Inc. Contract No. 22397, as included in Appendix A as tariff record 8.12;
- Great Lakes is filing United Energy Trading, LLC Contract No. 22398, as included in Appendix A as tariff record 8.13;
- Great Lakes is filing Mercuria Commodities Canada Corporation Contract No. 22399, as included in Appendix A as tariff record 8.14;
- Great Lakes is filing DTE Energy Trading, Inc. Contract No. 22400, as included in Appendix A as tariff record 8.15;
- Great Lakes is filing Twin Eagle Resource Management, LLC Contract No. 22401, as included in Appendix A as tariff record 8.16; and
- Great Lakes is filing MIECO LLC Contract No. 22402, as included in Appendix A as tariff record 8.17.

<sup>&</sup>lt;sup>7</sup> Great Lakes has entered into Agreements with Castleton Commodities Merchant Trading L.P., Freepoint Commodities LLC, Citadel Energy Marketing LLC, Koch Energy Services LLC, TC Energy Marketing Inc., United Energy Trading, LLC, Mercuria Commodities Canada Corporation, DTE Energy Trading, Inc., Twin Eagle Resource Management, LLC, and MIECO LLC (collectively, the "Shippers").

# **Request for Waiver and Effective Date**

Great Lakes respectfully requests that the Commission accept the Agreements included herein as Appendix A, to become effective April 1, 2023, and respectfully requests waiver of Section 154.207 of the Commission's regulation to allow for this effective date.<sup>8</sup>

# **Other Filings Which May Affect This Proceeding**

There are no other filings before the Commission that may significantly affect the changes proposed herein.

# **Contents of Filing**

In accordance with Section 154.7 of the Commission's regulations, Great Lakes is submitting the following XML filing package, which includes:

- 1. This transmittal letter;
- 2. A clean tariff section and tariff records (Appendix A); and
- 3. A marked tariff section (Appendix B).

# **Certificate of Service**

As required by Sections 154.7(b) and 154.208 of the Commission's regulations, a copy of this filing is being served upon all of Great Lakes' existing customers and interested state regulatory agencies. A copy of this letter, together with any attachments, is available during regular business hours for public inspection at Great Lakes' principal place of business.

Pursuant to Section 385.2005 of the Commission's regulations, the undersigned has read this filing and knows its contents, and the contents are true as stated, to the best of his knowledge and belief. Additionally, the undersigned possesses full power and authority to sign such filing.

Any questions regarding this filing may be directed to Jonathan Scullion at (832) 320-5520.

<sup>&</sup>lt;sup>8</sup> See *Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines*, 74 ¶ 61,076 at 61, 241-242 (1996) (indicating that the Commission will "readily grant requests to waive the 30-day requirement").

Respectfully submitted,

# GREAT LAKES GAS TRANSMISSION LIMITED PARTNERSHIP

By: Its Operator, TransCanada Northern Border Inc.

Jonathan Scullion

Jonathan Scullion Manager, Tariffs Enclosures

# **Appendix A**

# Great Lakes Gas Transmission Limited Partnership FERC Gas Tariff, Third Revised Volume No. 1

# **Clean Tariff**

Tariff Section	Version
Part 1 – Table of Contents	v.13.0.0

# **Tariff Records**

Section 8 - Negotiated Rate Agreements

Tariff <u>Record</u>	<u>Shipper</u>	Rate <u>Schedule</u>	Agreement	Version
8.8	Castleton Commodities Merchant Trading L.P.	FT	#22391	v.0.0.0
8.9	Freepoint Commodities LLC	FT	#22394	v.0.0.0
8.10	Citadel Energy Marketing LLC	FT	#22395	v.0.0.0
8.11	Koch Energy Services, LLC	FT	#22396	v.0.0.0
8.12	TC Energy Marketing Inc.	FT	#22397	v.0.0.0
8.13	United Energy Trading, LLC	FT	#22398	v.0.0.0
8.14	Mercuria Commodities Canada Corporation	FT	#22399	v.0.0.0
8.15	DTE Energy Trading, Inc.	FT	#22400	v.0.0.0
8.16	Twin Eagle Resource Management, LLC	FT	#22401	v.0.0.0
8.17	MIECO LLC	FT	#22402	v.0.0.0

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# Transportation Service Agreement Rate Schedule FT

# CASTLETON COMMODITIES MERCHANT TRADING L.P. (#22391)

Agreement Effective Date: April 1, 2023

Contract ID.: 22391

#### FORM OF TRANSPORTATION SERVICE AGREEMENT

This Transportation Service Agreement (Agreement) is entered into by Great Lakes Gas Transmission Limited Partnership (Transporter) and Castleton Commodities Merchant Trading L.P. (Shipper).

WHEREAS, Shipper has requested Transporter to transport Gas on its behalf and Transporter represents that it is willing to transport Gas under the terms and conditions of this Agreement.

NOW, THEREFORE, Transporter and Shipper agree that the terms below constitute the transportation service to be provided and the rights and obligations of Shipper and Transporter.

- 1. EFFECTIVE DATE: December 15, 2022
- 2. CONTRACT IDENTIFICATION: 22391
- 3. RATE SCHEDULE: FT
- 4. SHIPPER TYPE: Other
- 5. STATE/PROVINCE OF INCORPORATION: Texas
- 6. TERM: April 01, 2023 to September 30, 2023

Right of First Refusal:

Not Applicable to this Agreement.

- EFFECT ON PREVIOUS CONTRACTS: This Agreement supersedes, cancels and terminates, as of the effective date stated above, the following contract(s):
- 8. MAXIMUM DAILY QUANTITY (Dth/Day): Please see Appendix A for further detail.

9. RATES:

Unless Shipper and Transporter have agreed to a rate other than the maximum rate, rates shall be Transporter's maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable Rate Schedule (as stated above) on file with the Commission unless otherwise agreed to by the parties in writing. Provisions governing a Rate other than the maximum shall be set forth in this Paragraph 9.

JS

Shipper and Transporter have agreed to a Negotiated Rate deal. The Negotiated Rate will be the Daily Index-Based Volumetric Rate set forth in Section 1, unless Transporter and Shipper mutually agree to a Monthly Index-Based Volumetric Rate set forth in Section 2. Alternatively, there will be a minimum negotiated monthly reservation fee of \$3.0416 for the fully contracted MDQ if the index-based volumetric rates described in section 1 or section 2, whichever is applicable, fails to meet or exceed the minimum negotiated monthly reservation fee for the fully contracted MDQ.

**1.Daily Index-Based Volumetric Rate:** Daily Index-Based Volumetric Rate = Net Daily Spread

Where:

Shipper agrees to pay Transporter 75% of the value derived from the following spread:

Net Daily Spread= (Union Dawn – TCPL Emerson 2 - \$0.01 - Applicable Fuel - Applicable Commodity Charges)

Union Dawn = The daily index price for ICE NGX Union Dawn, as published by ICE NGX for the gas day of scheduled transportation.

TCPL Emerson 2 = The daily Index price for ICE NGX TCPL-Emerson 2, as published by ICE NGX for the gas day of scheduled transportation.

If the amount calculated on any given day results in a daily value less than \$0.00 per Dth, the daily value used for that gas day to calculate the monthly fee shall be \$0.00. The daily value calculated for each month shall be independent from the value calculated for any other month during the term of the contracted period. For the purposes of calculating the Daily Index-Based Volumetric Rate, GLGT will utilize the final scheduled volume on the contract for the individual day in question with a receipt at Emerson and a delivery to any point on the system to calculate the formula.

2.Monthly Index-Based Volumetric Rate:

Transporter and Shipper may alternatively mutually agree to a Monthly Index-Based Rate for all, or a portion of the quantities scheduled under this Agreement.

Monthly Index-Based Rate = Net Monthly Spread

Where:

Shipper agrees to pay Transporter 75% of the value derived from the following spread: Net Monthly Spread= (Union Dawn – TCPL Emerson 2 - \$0.01 - Applicable Fuel - Applicable Commodity Charges)

Union Dawn = The Inside FERC Monthly price for Dawn, Ontario as published in Platts Inside FERC Gas Market report.

TCPL Emerson 2 = The Inside FERC Monthly price for TCPL Emerson 2, as published in Platts Inside FERC Gas Market report.

If the amount calculated on any given month results in a monthly value less than \$0.00 per Dth, the amount due to GLGT on that month shall not be less than the \$0.00 per Dth monthly charge. The value calculated each month shall be independent from the value calculated for any other month during the contracted period.

Applicable Fuel and Applicable Commodity Charge:

In addition to the Index-Based Rate, Shipper will reimburse Transporter for Applicable Fuel, Commodity and Applicable Surcharges as set forth below.

Applicable Fuel equals the sum of GLGT's transporters use percentage for the applicable mileage traversed on scheduled quantities with a receipt of Emerson.

All Applicable Commodity Charges incurred on scheduled quantities pursuant to Transporter's Tariff.

All other applicable rates, ACA, rate components, charges, or credits prescribed, required, established, or imposed by this Rate Schedule or Transporter's Tariff shall remain in effect.

Shipper and Transporter agree that the above-described Reservation Fee also shall apply for service under this Agreement from and/or to secondary points within the path of primary receipt and delivery points listed on Appendix A.

10. POINTS OF RECEIPT AND DELIVERY: The primary receipt and delivery points are set forth on Appendix A.

### 11. RELEASED CAPACITY: N/A

#### 12. INCORPORATION OF TARIFF INTO AGREEMENT:

This Agreement shall incorporate and in all respects be subject to the "General Terms and Conditions" and the applicable Rate Schedule (as stated above) set forth in Transporter's FERC Gas Tariff, Third Revised Volume No. 1, as may be revised from time to time. Transporter may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or provisions set forth in the applicable Rate Schedule (as stated above) and the "General Terms and Conditions" in Transporter's FERC Gas Tariff, Third Revised Volume No. 1, and Transporter shall have the right to place such changes in effect in accordance with the NGA, and this Agreement shall be deemed to include such changes and any such changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

#### 13. MISCELLANEOUS:

No waiver by either party to this Agreement of any one or more defaults by the other in the performance of this Agreement shall operate or be construed as a waiver of any continuing or future default(s), whether of a like or a different character.

Any controversy between the parties arising under this Agreement and not resolved by the parties shall be determined in accordance with the laws of the State of Michigan.

#### 14. OTHER PROVISIONS (As necessary):

It is agreed that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any Partner, agent, management official or employee of the Transporter or any director, officer or employee of any of the foregoing, for any obligation of the Transporter arising under this Agreement or for any claim based on such obligation and that the sole recourse of Shipper under this Agreement is limited to assets of the Transporter.

Upon termination of this Agreement, Shipper's and Transporter's obligations to each other arising under this Agreement, prior to the date of termination, remain in effect and are not being terminated by any provision of this Agreement.

#### 15. NOTICES AND COMMUNICATIONS:

All notices and communications with respect to this Agreement shall be in writing by mail, e-mail, or other means as agreed to by the parties, and sent to the addresses stated below or to any other such address(es) as may be designated in writing by mail, e-mail, or other means similarly agreed to:

Contract ID.: 22391

#### ADMINISTRATIVE MATTERS:

Great Lakes Gas Transmission Limited Partnership Commercial Operations 700 Louisiana Street, Suite 1300 Houston, TX 77002-2700 Castleton Commodities Merchant Trading L.P. 811 Main St, Suite 3500 Houston, TX 77002

Attn: Michael Bynum

AGREED TO BY:

−ds DJ

GREAT LAKES GAS TRANSMISSION Trading L.P. LIMITED PARTNERSHIP By: Its Operator, TransCanada Northern Border Inc.

By: Kay Dennison ADEF51A630C148B... Title: Director, Trans. Acct.& Contracts

CW

Castleton Commodities Merchant

Mh By:

Head of Physical Gas Trading Title:

CASTLETON COMMODITIES MERCHANT TRADING L.P.

BY: CASTLETON COMMODITIES TRADING GP LLC

ITS GENERAL PARTNER

### APPENDIX A CONTRACT IDENTIFICATION: 22391

#### Date: Supersedes Appendix Dated:

# Shipper: Castleton Commodities Merchant Trading L.P.

Maximum Daily Quantity (Dth/Day) per Location:

Begin Date	End Date	Point(s) of Primary <u>Receipt</u>	Point(s) of Primary <u>Delivery</u>	MDQ
4/1/2023	9/30/2023	EMERSON RECEIPT	ST CLAIR DELIVERY	20,000

Great Lakes Gas Transmission Limited Partnership FERC Gas Tariff Third Revised Volume No. 1 PART 8.9 8.9 – Neg Rate Agmt FREEPOINT COMMODITIES LLC FT Agmt (#22394) v.0.0.0

Transportation Service Agreement Rate Schedule FT

# FREEPOINT COMMODITIES LLC (#22394)

Agreement Effective Date: April 1, 2023

### FORM OF TRANSPORTATION SERVICE AGREEMENT

This Transportation Service Agreement (Agreement) is entered into by Great Lakes Gas Transmission Limited Partnership (Transporter) and Freepoint Commodities LLC (Shipper).

WHEREAS, Shipper has requested Transporter to transport Gas on its behalf and Transporter represents that it is willing to transport Gas under the terms and conditions of this Agreement.

NOW, THEREFORE, Transporter and Shipper agree that the terms below constitute the transportation service to be provided and the rights and obligations of Shipper and Transporter.

- 1. EFFECTIVE DATE: December 15, 2022
- 2. CONTRACT IDENTIFICATION: 22394
- 3. RATE SCHEDULE: FT
- 4. SHIPPER TYPE: Other, Pipeline Sales Operating Unit
- 5. STATE/PROVINCE OF INCORPORATION: Connecticut
- 6. TERM: April 01, 2023 to September 30, 2023

Right of First Refusal:

Not Applicable to this Agreement.

- 7. EFFECT ON PREVIOUS CONTRACTS: This Agreement supersedes, cancels and terminates, as of the effective date stated above, the following contract(s):
- 8. MAXIMUM DAILY QUANTITY (Dth/Day): Please see Appendix A for further detail.
- 9. RATES:

Unless Shipper and Transporter have agreed to a rate other than the maximum rate, rates shall be Transporter's maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable Rate Schedule (as stated above) on file with the Commission unless otherwise agreed to by the parties in writing. Provisions governing a Rate other than the maximum shall be set forth in this Paragraph 9.

JS Ds

Shipper and Transporter have agreed to a Negotiated Rate deal. The Negotiated Rate will be the Daily Index-Based Volumetric Rate set forth in Section 1, unless Transporter and Shipper mutually agree to a Monthly Index-Based Volumetric Rate set forth in Section 2. Alternatively, there will be a minimum negotiated monthly reservation fee of \$3.0416 for the fully contracted MDQ if the index-based volumetric rates described in section 1 or section 2, whichever is applicable, fails to meet or exceed the minimum negotiated monthly reservation fee for the fully contracted MDQ.

### **1.Daily Index-Based Volumetric Rate:**

Daily Index-Based Volumetric Rate = Net Daily Spread

Where:

Shipper agrees to pay Transporter 75% of the value derived from the following spread:

Net Daily Spread= (Union Dawn – TCPL Emerson 2 - \$0.01 - Applicable Fuel - Applicable Commodity Charges)

Union Dawn = The daily index price for ICE NGX Union Dawn, as published by ICE NGX for the gas day of scheduled transportation.

TCPL Emerson 2 = The daily Index price for ICE NGX TCPL-Emerson 2, as published by ICE NGX for the gas day of scheduled transportation.

If the amount calculated on any given day results in a daily value less than \$0.00 per Dth, the daily value used for that gas day to calculate the monthly fee shall be \$0.00. The daily value calculated for each month shall be independent from the value calculated for any other month during the term of the contracted period. For the purposes of calculating the Daily Index-Based Volumetric Rate, GLGT will utilize the final scheduled volume on the contract for the individual day in question with a receipt at Emerson and a delivery to any point on the system to calculate the formula.

### 2.Monthly Index-Based Volumetric Rate:

Transporter and Shipper may alternatively mutually agree to a Monthly Index-Based Rate for all, or a portion of the quantities scheduled under this Agreement.

Monthly Index-Based Rate = Net Monthly Spread

Where:

Shipper agrees to pay Transporter 75% of the value derived from the following spread: Net Monthly Spread= (Union Dawn – TCPL Emerson 2 - \$0.01 - Applicable Fuel - Applicable Commodity Charges)

Union Dawn = The Inside FERC Monthly price for Dawn, Ontario as published in Platts Inside FERC Gas Market report.

TCPL Emerson 2 = The Inside FERC Monthly price for TCPL Emerson 2, as published in Platts Inside FERC Gas Market report.

If the amount calculated on any given month results in a monthly value less than \$0.00 per Dth, the amount due to GLGT on that month shall not be less than the \$0.00 per Dth monthly charge. The value calculated each month shall be independent from the value calculated for any other month during the contracted period.

# **Applicable Fuel and Applicable Commodity Charge:**

In addition to the Index-Based Rate, Shipper will reimburse Transporter for Applicable Fuel, Commodity and Applicable Surcharges as set forth below.

Applicable Fuel equals the sum of GLGT's transporters use percentage for the applicable mileage traversed on scheduled quantities with a receipt of Emerson.

All Applicable Commodity Charges incurred on scheduled quantities pursuant to Transporter's Tariff.

All other applicable rates, ACA, rate components, charges, or credits prescribed, required, established, or imposed by this Rate Schedule or Transporter's Tariff shall remain in effect.

Shipper and Transporter agree that the above-described Reservation Fee also shall apply for service under this Agreement from and/or to secondary points within the path of primary receipt and delivery points listed on Appendix A.

- 10. POINTS OF RECEIPT AND DELIVERY: The primary receipt and delivery points are set forth on Appendix A.
- 11. RELEASED CAPACITY: N/A

# 12. INCORPORATION OF TARIFF INTO AGREEMENT:

This Agreement shall incorporate and in all respects be subject to the "General Terms and Conditions" and the applicable Rate Schedule (as stated above) set forth in Transporter's FERC Gas Tariff, Third Revised Volume No. 1, as may be revised from time to time. Transporter may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or provisions set forth in the applicable Rate Schedule (as stated above) and the "General Terms and Conditions" in Transporter's FERC Gas Tariff, Third Revised Volume No. 1, and Transporter shall have the right to place such changes in effect in accordance with the NGA, and this Agreement shall be deemed to include such changes and any such changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

### 13. MISCELLANEOUS:

No waiver by either party to this Agreement of any one or more defaults by the other in the performance of this Agreement shall operate or be construed as a waiver of any continuing or future default(s), whether of a like or a different character.

Any controversy between the parties arising under this Agreement and not resolved by the parties shall be determined in accordance with the laws of the State of Michigan.

### 14. OTHER PROVISIONS (As necessary):

It is agreed that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any Partner, agent, management official or employee of the Transporter or any director, officer or employee of any of the foregoing, for any obligation of the Transporter arising under this Agreement or for any claim based on such obligation and that the sole recourse of Shipper under this Agreement is limited to assets of the Transporter.

Upon termination of this Agreement, Shipper's and Transporter's obligations to each other arising under this Agreement, prior to the date of termination, remain in effect and are not being terminated by any provision of this Agreement.

# 15. NOTICES AND COMMUNICATIONS:

All notices and communications with respect to this Agreement shall be in writing by mail, e-mail, or other means as agreed to by the parties, and sent to the addresses stated below or to any other such address(es) as may be designated in writing by mail, e-mail, or other means similarly agreed to:

# ADMINISTRATIVE MATTERS:

Great Lakes Gas Transmission Limited Partnership Commercial Operations 700 Louisiana Street, Suite 1300 Houston, TX 77002-2700

Freepoint Commodities LLC 58 Commerce Rd Stamford, CT 06902

Attn: John Sizer

# AGREED TO BY:

GREAT LAKES GAS TRANSMISSION LIMITED PARTNERSHIP	Freepoint Commodities LLC		
By: Its Operator, TransCanada Northern Border Inc.	Abi Mathew		
By: Kay Dennison	By:	Abi Mathew	
Title: Director, Trans. Acct.& Contracts	Title:	Director, Operations	
$\mathcal{D}_{\mathcal{S}}^{DS}$ $\mathcal{D}_{\mathcal{W}}^{DS}$			

# APPENDIX A CONTRACT IDENTIFICATION: 22394

Date: Supersedes Appendix Dated:

# Shipper: Freepoint Commodities LLC

Maximum Daily Quantity (Dth/Day) per Location:

Begin <u>Date</u>	End <u>Date</u>	Point(s) of Primary <u>Receipt</u>	Point(s) of Primary <u>Delivery</u>	<u>MDQ</u>
4/1/2023	9/30/2023	EMERSON RECEIPT	ST CLAIR DELIVERY	25,000

Great Lakes Gas Transmission Limited Partnership FERC Gas Tariff Third Revised Volume No. 1 PART 8.10 8.10 – Neg Rate Agmt CITADEL ENERGY MARKETING LLC (#22395) v.0.0.0

Transportation Service Agreement Rate Schedule FT

CITADEL ENERGY MARKETING LLC (#22395)

Agreement Effective Date: April 1, 2023

### FORM OF TRANSPORTATION SERVICE AGREEMENT

This Transportation Service Agreement (Agreement) is entered into by Great Lakes Gas Transmission Limited Partnership (Transporter) and Citadel Energy Marketing LLC (Shipper).

WHEREAS, Shipper has requested Transporter to transport Gas on its behalf and Transporter represents that it is willing to transport Gas under the terms and conditions of this Agreement.

NOW, THEREFORE, Transporter and Shipper agree that the terms below constitute the transportation service to be provided and the rights and obligations of Shipper and Transporter.

- 1. EFFECTIVE DATE: December 15, 2022
- 2. CONTRACT IDENTIFICATION: 22395
- 3. RATE SCHEDULE: FT
- 4. SHIPPER TYPE: Marketer
- 5. STATE/PROVINCE OF INCORPORATION: Illinois
- 6. TERM: April 01, 2023 to September 30, 2023

Right of First Refusal:

Not Applicable to this Agreement.

- 7. EFFECT ON PREVIOUS CONTRACTS: This Agreement supersedes, cancels and terminates, as of the effective date stated above, the following contract(s):
- 8. MAXIMUM DAILY QUANTITY (Dth/Day): Please see Appendix A for further detail.
- 9. RATES:

Unless Shipper and Transporter have agreed to a rate other than the maximum rate, rates shall be Transporter's maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable Rate Schedule (as stated above) on file with the Commission unless otherwise agreed to by the parties in writing. Provisions governing a Rate other than the maximum shall be set forth in this Paragraph 9.

Shipper and Transporter have agreed to a Negotiated Rate deal. The Negotiated Rate will be the Daily Index-Based Volumetric Rate set forth in Section 1, unless Transporter and Shipper mutually agree to a Monthly Index-Based Volumetric Rate set forth in Section 2. Alternatively, there will be a minimum negotiated monthly reservation fee of \$3.0416 for the fully contracted MDQ if the index-based volumetric rates described in section 1 or section 2, whichever is applicable, fails to meet or exceed the minimum negotiated monthly reservation fee for the fully contracted MDQ.

#### **1.Daily Index-Based Volumetric Rate:**

Daily Index-Based Volumetric Rate = Net Daily Spread

Where:

Shipper agrees to pay Transporter 75% of the value derived from the following spread:

Net Daily Spread= (Union Dawn – TCPL Emerson 2 - \$0.01 - Applicable Fuel - Applicable Commodity Charges)

Union Dawn = The daily index price for ICE NGX Union Dawn, as published by ICE NGX for the gas day of scheduled transportation.

TCPL Emerson 2 = The daily Index price for ICE NGX TCPL-Emerson 2, as published by ICE NGX for the gas day of scheduled transportation.

If the amount calculated on any given day results in a daily value less than \$0.00 per Dth, the daily value used for that gas day to calculate the monthly fee shall be \$0.00. The daily value calculated for each month shall be independent from the value calculated for any other month during the term of the contracted period. For the purposes of calculating the Daily Index-Based Volumetric Rate, GLGT will utilize the final scheduled volume on the contract for the individual day in question with a receipt at Emerson and a delivery to any point on the system to calculate the formula.

#### 2.Monthly Index-Based Volumetric Rate:

Transporter and Shipper may alternatively mutually agree to a Monthly Index-Based Rate for all, or a portion of the quantities scheduled under this Agreement.

Monthly Index-Based Rate = Net Monthly Spread



Where:

Shipper agrees to pay Transporter 75% of the value derived from the following spread: Net Monthly Spread= (Union Dawn – TCPL Emerson 2 - \$0.01 - Applicable Fuel - Applicable Commodity Charges)

Union Dawn = The Inside FERC Monthly price for Dawn, Ontario as published in Platts Inside FERC Gas Market report.

TCPL Emerson 2 = The Inside FERC Monthly price for TCPL Emerson 2, as published in Platts Inside FERC Gas Market report.

If the amount calculated on any given month results in a monthly value less than \$0.00 per Dth, the amount due to GLGT on that month shall not be less than the \$0.00 per Dth monthly charge. The value calculated each month shall be independent from the value calculated for any other month during the contracted period.

# **Applicable Fuel and Applicable Commodity Charge:**

In addition to the Index-Based Rate, Shipper will reimburse Transporter for Applicable Fuel, Commodity and Applicable Surcharges as set forth below.

Applicable Fuel equals the sum of GLGT's transporters use percentage for the applicable mileage traversed on scheduled quantities with a receipt of Emerson.

All Applicable Commodity Charges incurred on scheduled quantities pursuant to Transporter's Tariff.

All other applicable rates, ACA, rate components, charges, or credits prescribed, required, established, or imposed by this Rate Schedule or Transporter's Tariff shall remain in effect.

Shipper and Transporter agree that the above-described Reservation Fee also shall apply for service under this Agreement from and/or to secondary points within the path of primary receipt and delivery points listed on Appendix A.

- 10. POINTS OF RECEIPT AND DELIVERY: The primary receipt and delivery points are set forth on Appendix A.
- 11. RELEASED CAPACITY: N/A

# 12. INCORPORATION OF TARIFF INTO AGREEMENT:

This Agreement shall incorporate and in all respects be subject to the "General Terms and Conditions" and the applicable Rate Schedule (as stated above) set forth in Transporter's FERC Gas Tariff, Third Revised Volume No. 1, as may be revised from time to time. Transporter may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or provisions set forth in the applicable Rate Schedule (as stated above) and the "General Terms and Conditions" in Transporter's FERC Gas Tariff, Third Revised Volume No. 1, and Transporter shall have the right to place such changes in effect in accordance with the NGA, and this Agreement shall be deemed to include such changes and any such changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

### 13. MISCELLANEOUS:

No waiver by either party to this Agreement of any one or more defaults by the other in the performance of this Agreement shall operate or be construed as a waiver of any continuing or future default(s), whether of a like or a different character.

Any controversy between the parties arising under this Agreement and not resolved by the parties shall be determined in accordance with the laws of the State of Michigan.

# 14. OTHER PROVISIONS (As necessary):

It is agreed that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any Partner, agent, management official or employee of the Transporter or any director, officer or employee of any of the foregoing, for any obligation of the Transporter arising under this Agreement or for any claim based on such obligation and that the sole recourse of Shipper under this Agreement is limited to assets of the Transporter.

Upon termination of this Agreement, Shipper's and Transporter's obligations to each other arising under this Agreement, prior to the date of termination, remain in effect and are not being terminated by any provision of this Agreement.

# 15. NOTICES AND COMMUNICATIONS:

All notices and communications with respect to this Agreement shall be in writing by mail, e-mail, or other means as agreed to by the parties, and sent to the addresses stated below or to any other such address(es) as may be designated in writing by mail, e-mail, or other means similarly agreed to:

ADMINISTRATIVE MATTERS:

Great Lakes Gas Transmission Limited Partnership Commercial Operations 700 Louisiana Street, Suite 1300 Houston, TX 77002-2700 Citadel Energy Marketing LLC 131 South Dearborn Street Chicago, IL 60603

Attn: Cindi Doeschot

Citadel Energy Marketing LLC

AGREED TO BY:

GREAT LAKES GAS TRANSMISSION LIMITED PARTNERSHIP By: Its Operator,

TransCanada Northern Border Inc.

By: Kay Lemmas

N

By: MZ

Title: Director, Transportation Accounting & Contracts Title: Mike Zarolinski, Midcon Trading

CW

# APPENDIX A CONTRACT IDENTIFICATION: 22395

Date: Supersedes Appendix Dated:

Shipper: Citadel Energy Marketing LLC

Maximum Daily Quantity (Dth/Day) per Location:

Begin <u>Date</u>	End <u>Date</u>	Point(s) of Primary <u>Receipt</u>	Point(s) of Primary <u>Delivery</u>	MDQ
4/1/2023	9/30/2023	EMERSON RECEIPT	ST CLAIR DELIVERY	25,000

Great Lakes Gas Transmission Limited Partnership FERC Gas Tariff Third Revised Volume No. 1 PART 8.11 8.11 – Neg Rate Agmt KOCH ENERGY SERVICES, LLC (#22396) v.0.0.0

Transportation Service Agreement Rate Schedule FT

KOCH ENERGY SERVICES, LLC (#22396)

Agreement Effective Date: April 1, 2023

### FORM OF TRANSPORTATION SERVICE AGREEMENT

This Transportation Service Agreement (Agreement) is entered into by Great Lakes Gas Transmission Limited Partnership (Transporter) and Koch Energy Services, LLC (Shipper).

WHEREAS, Shipper has requested Transporter to transport Gas on its behalf and Transporter represents that it is willing to transport Gas under the terms and conditions of this Agreement.

NOW, THEREFORE, Transporter and Shipper agree that the terms below constitute the transportation service to be provided and the rights and obligations of Shipper and Transporter.

- 1. EFFECTIVE DATE: December 15, 2022
- 2. CONTRACT IDENTIFICATION: 22396
- 3. RATE SCHEDULE: FT
- 4. SHIPPER TYPE: Other, Pipeline Sales Operating Unit
- 5. STATE/PROVINCE OF INCORPORATION: Texas
- 6. TERM: April 01, 2023 to September 30, 2023

Right of First Refusal:

Not Applicable to this Agreement.

- 7. EFFECT ON PREVIOUS CONTRACTS: This Agreement supersedes, cancels and terminates, as of the effective date stated above, the following contract(s):
- 8. MAXIMUM DAILY QUANTITY (Dth/Day): Please see Appendix A for further detail.
- 9. RATES:

Unless Shipper and Transporter have agreed to a rate other than the maximum rate, rates shall be Transporter's maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable Rate Schedule (as stated above) on file with the Commission unless otherwise agreed to by the parties in writing. Provisions governing a Rate other than the maximum shall be set forth in this Paragraph 9.



Shipper and Transporter have agreed to a Negotiated Rate deal. The Negotiated Rate will be the Daily Index-Based Volumetric Rate set forth in Section 1, unless Transporter and Shipper mutually agree to a Monthly Index-Based Volumetric Rate set forth in Section 2. Alternatively, there will be a minimum negotiated monthly reservation fee of \$3.0416 for the fully contracted MDQ if the index-based volumetric rates described in section 1 or section 2, whichever is applicable, fails to meet or exceed the minimum negotiated monthly reservation fee for the fully contracted MDQ.

### **1.Daily Index-Based Volumetric Rate:**

Daily Index-Based Volumetric Rate = Net Daily Spread

Where:

Shipper agrees to pay Transporter 75% of the value derived from the following spread:

Net Daily Spread= (Union Dawn – TCPL Emerson 2 - \$0.01 - Applicable Fuel - Applicable Commodity Charges)

Union Dawn = The daily index price for ICE NGX Union Dawn, as published by ICE NGX for the gas day of scheduled transportation.

TCPL Emerson 2 = The daily Index price for ICE NGX TCPL-Emerson 2, as published by ICE NGX for the gas day of scheduled transportation.

If the amount calculated on any given day results in a daily value less than \$0.00 per Dth, the daily value used for that gas day to calculate the monthly fee shall be \$0.00. The daily value calculated for each month shall be independent from the value calculated for any other month during the term of the contracted period. For the purposes of calculating the Daily Index-Based Volumetric Rate, GLGT will utilize the final scheduled volume on the contract for the individual day in question with a receipt at Emerson and a delivery to any point on the system to calculate the formula.

### 2.Monthly Index-Based Volumetric Rate:

Transporter and Shipper may alternatively mutually agree to a Monthly Index-Based Rate for all, or a portion of the quantities scheduled under this Agreement.

Monthly Index-Based Rate = Net Monthly Spread

Where:

Shipper agrees to pay Transporter 75% of the value derived from the following spread: Net Monthly Spread= (Union Dawn – TCPL Emerson 2 - \$0.01 - Applicable Fuel - Applicable Commodity Charges)

Union Dawn = The Inside FERC Monthly price for Dawn, Ontario as published in Platts Inside FERC Gas Market report.

TCPL Emerson 2 = The Inside FERC Monthly price for TCPL Emerson 2, as published in Platts Inside FERC Gas Market report.

If the amount calculated on any given month results in a monthly value less than \$0.00 per Dth, the amount due to GLGT on that month shall not be less than the \$0.00 per Dth monthly charge. The value calculated each month shall be independent from the value calculated for any other month during the contracted period.

# **Applicable Fuel and Applicable Commodity Charge:**

In addition to the Index-Based Rate, Shipper will reimburse Transporter for Applicable Fuel, Commodity and Applicable Surcharges as set forth below.

Applicable Fuel equals the sum of GLGT's transporters use percentage for the applicable mileage traversed on scheduled quantities with a receipt of Emerson.

All Applicable Commodity Charges incurred on scheduled quantities pursuant to Transporter's Tariff.

All other applicable rates, ACA, rate components, charges, or credits prescribed, required, established, or imposed by this Rate Schedule or Transporter's Tariff shall remain in effect.

Shipper and Transporter agree that the above-described Reservation Fee also shall apply for service under this Agreement from and/or to secondary points within the path of primary receipt and delivery points listed on Appendix A.

- 10. POINTS OF RECEIPT AND DELIVERY: The primary receipt and delivery points are set forth on Appendix A.
- 11. RELEASED CAPACITY: N/A

# 12. INCORPORATION OF TARIFF INTO AGREEMENT:

This Agreement shall incorporate and in all respects be subject to the "General Terms and Conditions" and the applicable Rate Schedule (as stated above) set forth in Transporter's FERC Gas Tariff, Third Revised Volume No. 1, as may be revised from time to time. Transporter may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or provisions set forth in the applicable Rate Schedule (as stated above) and the "General Terms and Conditions" in Transporter's FERC Gas Tariff, Third Revised Volume No. 1, and Transporter shall have the right to place such changes in effect in accordance with the NGA, and this Agreement shall be deemed to include such changes and any such changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

### 13. MISCELLANEOUS:

No waiver by either party to this Agreement of any one or more defaults by the other in the performance of this Agreement shall operate or be construed as a waiver of any continuing or future default(s), whether of a like or a different character.

Any controversy between the parties arising under this Agreement and not resolved by the parties shall be determined in accordance with the laws of the State of Michigan.

### 14. OTHER PROVISIONS (As necessary):

It is agreed that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any Partner, agent, management official or employee of the Transporter or any director, officer or employee of any of the foregoing, for any obligation of the Transporter arising under this Agreement or for any claim based on such obligation and that the sole recourse of Shipper under this Agreement is limited to assets of the Transporter.

Upon termination of this Agreement, Shipper's and Transporter's obligations to each other arising under this Agreement, prior to the date of termination, remain in effect and are not being terminated by any provision of this Agreement.

# 15. NOTICES AND COMMUNICATIONS:

All notices and communications with respect to this Agreement shall be in writing by mail, e-mail, or other means as agreed to by the parties, and sent to the addresses stated below or to any other such address(es) as may be designated in writing by mail, e-mail, or other means similarly agreed to:

# ADMINISTRATIVE MATTERS:

Great Lakes Gas Transmission Limited	Koch Energy Services, LLC
Partnership	20 Greenway Plaza 8th Floor
Commercial Operations	Houston, TX 77046
700 Louisiana Street, Suite 1300	
Houston, TX 77002-2700	Attn: John Elmore

#### AGREED TO BY:

GREAT LAKES GAS TRANSMISSION LIMITED PARTNERSHIP	Koch Energy Services, LLC	
By: Its Operator,		
TransCanada Northern Border Inc.		
By: Kay Dennison	By:	Cameron Kasel
A0EF51A630C148B	5	
Title: Director, Trans. Acct.& Contracts	Title:	Director- Trading

CW -DS ÐJ

# APPENDIX A CONTRACT IDENTIFICATION: 22396

Date: Supersedes Appendix Dated:

Shipper: Koch Energy Services, LLC

Maximum Daily Quantity (Dth/Day) per Location:

Begin <u>Date</u>	End <u>Date</u>	Point(s) of Primary <u>Receipt</u>	Point(s) of Primary <u>Delivery</u>	MDQ
4/1/2023	9/30/2023	EMERSON RECEIPT	ST CLAIR DELIVERY	10,000

Great Lakes Gas Transmission Limited Partnership FERC Gas Tariff Third Revised Volume No. 1 PART 8.12 8.12 – Neg Rate Agmt TC ENERGY MARKETING INC. (#22397) v.0.0.0

Transportation Service Agreement Rate Schedule FT

TC ENERGY MARKETING INC. (#22397)

Agreement Effective Date: April 1, 2023

#### FORM OF TRANSPORTATION SERVICE AGREEMENT

This Transportation Service Agreement (Agreement) is entered into by Great Lakes Gas Transmission Limited Partnership (Transporter) and TC Energy Marketing Inc. (Shipper).

WHEREAS, Shipper has requested Transporter to transport Gas on its behalf and Transporter represents that it is willing to transport Gas under the terms and conditions of this Agreement.

NOW, THEREFORE, Transporter and Shipper agree that the terms below constitute the transportation service to be provided and the rights and obligations of Shipper and Transporter.

- 1. EFFECTIVE DATE: December 15, 2022
- 2. CONTRACT IDENTIFICATION: 22397
- 3. RATE SCHEDULE: FT
- 4. SHIPPER TYPE: Other
- 5. STATE/PROVINCE OF INCORPORATION:
- 6. TERM: April 01, 2023 to September 30, 2023

Right of First Refusal:

Not Applicable to this Agreement.

- 7. EFFECT ON PREVIOUS CONTRACTS: This Agreement supersedes, cancels and terminates, as of the effective date stated above, the following contract(s):
- 8. MAXIMUM DAILY QUANTITY (Dth/Day): Please see Appendix A for further detail.
- 9. RATES:

Unless Shipper and Transporter have agreed to a rate other than the maximum rate, rates shall be Transporter's maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable Rate Schedule (as stated above) on file with the Commission unless otherwise agreed to by the parties in writing. Provisions governing a Rate other than the maximum shall be set forth in this Paragraph 9.

JS Ds

Shipper and Transporter have agreed to a Negotiated Rate deal. The Negotiated Rate will be the Daily Index-Based Volumetric Rate set forth in Section 1, unless Transporter and Shipper mutually agree to a Monthly Index-Based Volumetric Rate set forth in Section 2. Alternatively, there will be a minimum negotiated monthly reservation fee of \$3.0416 for the fully contracted MDQ if the index-based volumetric rates described in section 1 or section 2, whichever is applicable, fails to meet or exceed the minimum negotiated monthly reservation fee for the fully contracted MDQ.

#### **1.Daily Index-Based Volumetric Rate:**

Daily Index-Based Volumetric Rate = Net Daily Spread

Where:

Shipper agrees to pay Transporter 75% of the value derived from the following spread:

Net Daily Spread= (Union Dawn – TCPL Emerson 2 - \$0.01 - Applicable Fuel - Applicable Commodity Charges)

Union Dawn = The daily index price for ICE NGX Union Dawn, as published by ICE NGX for the gas day of scheduled transportation.

TCPL Emerson 2 = The daily Index price for ICE NGX TCPL-Emerson 2, as published by ICE NGX for the gas day of scheduled transportation.

If the amount calculated on any given day results in a daily value less than \$0.00 per Dth, the daily value used for that gas day to calculate the monthly fee shall be \$0.00. The daily value calculated for each month shall be independent from the value calculated for any other month during the term of the contracted period. For the purposes of calculating the Daily Index-Based Volumetric Rate, GLGT will utilize the final scheduled volume on the contract for the individual day in question with a receipt at Emerson and a delivery to any point on the system to calculate the formula.

#### 2.Monthly Index-Based Volumetric Rate:

Transporter and Shipper may alternatively mutually agree to a Monthly Index-Based Rate for all, or a portion of the quantities scheduled under this Agreement.

Monthly Index-Based Rate = Net Monthly Spread

Where:

Shipper agrees to pay Transporter 75% of the value derived from the following spread: Net Monthly Spread= (Union Dawn – TCPL Emerson 2 - \$0.01 - Applicable Fuel - Applicable Commodity Charges)

Union Dawn = The Inside FERC Monthly price for Dawn, Ontario as published in Platts Inside FERC Gas Market report.

TCPL Emerson 2 = The Inside FERC Monthly price for TCPL Emerson 2, as published in Platts Inside FERC Gas Market report.

If the amount calculated on any given month results in a monthly value less than \$0.00 per Dth, the amount due to GLGT on that month shall not be less than the \$0.00 per Dth monthly charge. The value calculated each month shall be independent from the value calculated for any other month during the contracted period.

# **Applicable Fuel and Applicable Commodity Charge:**

In addition to the Index-Based Rate, Shipper will reimburse Transporter for Applicable Fuel, Commodity and Applicable Surcharges as set forth below.

Applicable Fuel equals the sum of GLGT's transporters use percentage for the applicable mileage traversed on scheduled quantities with a receipt of Emerson.

All Applicable Commodity Charges incurred on scheduled quantities pursuant to Transporter's Tariff.

All other applicable rates, ACA, rate components, charges, or credits prescribed, required, established, or imposed by this Rate Schedule or Transporter's Tariff shall remain in effect.

Shipper and Transporter agree that the above-described Reservation Fee also shall apply for service under this Agreement from and/or to secondary points within the path of primary receipt and delivery points listed on Appendix A.

- 10. POINTS OF RECEIPT AND DELIVERY: The primary receipt and delivery points are set forth on Appendix A.
- 11. RELEASED CAPACITY: N/A

# 12. INCORPORATION OF TARIFF INTO AGREEMENT:

This Agreement shall incorporate and in all respects be subject to the "General Terms and Conditions" and the applicable Rate Schedule (as stated above) set forth in Transporter's FERC Gas Tariff, Third Revised Volume No. 1, as may be revised from time to time. Transporter may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or provisions set forth in the applicable Rate Schedule (as stated above) and the "General Terms and Conditions" in Transporter's FERC Gas Tariff, Third Revised Volume No. 1, and Transporter shall have the right to place such changes in effect in accordance with the NGA, and this Agreement shall be deemed to include such changes and any such changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

#### 13. MISCELLANEOUS:

No waiver by either party to this Agreement of any one or more defaults by the other in the performance of this Agreement shall operate or be construed as a waiver of any continuing or future default(s), whether of a like or a different character.

Any controversy between the parties arising under this Agreement and not resolved by the parties shall be determined in accordance with the laws of the State of Michigan.

#### 14. OTHER PROVISIONS (As necessary):

It is agreed that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any Partner, agent, management official or employee of the Transporter or any director, officer or employee of any of the foregoing, for any obligation of the Transporter arising under this Agreement or for any claim based on such obligation and that the sole recourse of Shipper under this Agreement is limited to assets of the Transporter.

Upon termination of this Agreement, Shipper's and Transporter's obligations to each other arising under this Agreement, prior to the date of termination, remain in effect and are not being terminated by any provision of this Agreement.

# 15. NOTICES AND COMMUNICATIONS:

All notices and communications with respect to this Agreement shall be in writing by mail, e-mail, or other means as agreed to by the parties, and sent to the addresses stated below or to any other such address(es) as may be designated in writing by mail, e-mail, or other means similarly agreed to:

Rk

MP

#### ADMINISTRATIVE MATTERS:

Great Lakes Gas Transmission Limited Partnership Commercial Operations 700 Louisiana Street, Suite 1300 Houston, TX 77002-2700 TC Energy Marketing Inc. 700 Louisiana St. Suite 700 Houston, TX 77002

Attn: Marvin Plander

AGREED TO BY:

GREAT LAKES GAS TRANSMISSION LIMITED PARTNERSHIP By: Its Operator, TransCanada Northern Border Inc.

By: Kay Dennison Title: Director, Trans. Acct.& Contracts TC Energy Marketing Inc.

DocuSigned by: Rachid Medarhini 839FEB8C6292443...

By: Rachid Medarhri

Title: VP US Commercial Marketing

DS: CW ÐJ

DocuSigned by: Omar Luayum 2FA6FDB5A9B84F5... Omar Khayum

Vice President

# APPENDIX A CONTRACT IDENTIFICATION: 22397

Date: Supersedes Appendix Dated:

Shipper: TC Energy Marketing Inc.

Maximum Daily Quantity (Dth/Day) per Location:

Begin <u>Date</u>	End <u>Date</u>	Point(s) of Primary <u>Receipt</u>	Point(s) of Primary <u>Delivery</u>	MDQ
4/1/2023	9/30/2023	EMERSON RECEIPT	ST CLAIR DELIVERY	10,000

PART 8.13 8.13 – Neg Rate Agmt UNITED ENERGY TRADING, LLC (#22398) v.0.0.0

Transportation Service Agreement Rate Schedule FT

UNITED ENERGY TRADING, LLC (#22398)

Agreement Effective Date: April 1, 2023

# FORM OF TRANSPORTATION SERVICE AGREEMENT

This Transportation Service Agreement (Agreement) is entered into by Great Lakes Gas Transmission Limited Partnership (Transporter) and United Energy Trading, LLC (Shipper).

WHEREAS, Shipper has requested Transporter to transport Gas on its behalf and Transporter represents that it is willing to transport Gas under the terms and conditions of this Agreement.

NOW, THEREFORE, Transporter and Shipper agree that the terms below constitute the transportation service to be provided and the rights and obligations of Shipper and Transporter.

- 1. EFFECTIVE DATE: December 15, 2022
- 2. CONTRACT IDENTIFICATION: 22398
- 3. RATE SCHEDULE: FT
- 4. SHIPPER TYPE: Other
- 5. STATE/PROVINCE OF INCORPORATION: North Dakota
- 6. TERM: April 01, 2023 to September 30, 2023

Right of First Refusal:

Not Applicable to this Agreement.

- 7. EFFECT ON PREVIOUS CONTRACTS: This Agreement supersedes, cancels and terminates, as of the effective date stated above, the following contract(s):
- 8. MAXIMUM DAILY QUANTITY (Dth/Day): Please see Appendix A for further detail.
- 9. RATES:

Unless Shipper and Transporter have agreed to a rate other than the maximum rate, rates shall be Transporter's maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable Rate Schedule (as stated above) on file with the Commission unless otherwise agreed to by the parties in writing. Provisions governing a Rate other than the maximum shall be set forth in this Paragraph 9.

JS

Shipper and Transporter have agreed to a Negotiated Rate deal. The Negotiated Rate will be the Daily Index-Based Volumetric Rate set forth in Section 1, unless Transporter and Shipper mutually agree to a Monthly Index-Based Volumetric Rate set forth in Section 2. Alternatively, there will be a minimum negotiated monthly reservation fee of \$3.0416 for the fully contracted MDQ if the index-based volumetric rates described in section 1 or section 2, whichever is applicable, fails to meet or exceed the minimum negotiated monthly reservation fee for the fully contracted MDQ.

# **1.Daily Index-Based Volumetric Rate:**

Daily Index-Based Volumetric Rate = Net Daily Spread

Where:

Shipper agrees to pay Transporter 75% of the value derived from the following spread:

Net Daily Spread= (Union Dawn – TCPL Emerson 2 - \$0.01 - Applicable Fuel - Applicable Commodity Charges)

Union Dawn = The daily index price for ICE NGX Union Dawn, as published by ICE NGX for the gas day of scheduled transportation.

TCPL Emerson 2 = The daily Index price for ICE NGX TCPL-Emerson 2, as published by ICE NGX for the gas day of scheduled transportation.

If the amount calculated on any given day results in a daily value less than \$0.00 per Dth, the daily value used for that gas day to calculate the monthly fee shall be \$0.00. The daily value calculated for each month shall be independent from the value calculated for any other month during the term of the contracted period. For the purposes of calculating the Daily Index-Based Volumetric Rate, GLGT will utilize the final scheduled volume on the contract for the individual day in question with a receipt at Emerson and a delivery to any point on the system to calculate the formula.

#### 2.Monthly Index-Based Volumetric Rate:

Transporter and Shipper may alternatively mutually agree to a Monthly Index-Based Rate for all, or a portion of the quantities scheduled under this Agreement.

Monthly Index-Based Rate = Net Monthly Spread

Where:

Shipper agrees to pay Transporter 75% of the value derived from the following spread: Net Monthly Spread= (Union Dawn – TCPL Emerson 2 - \$0.01 - Applicable Fuel - Applicable Commodity Charges)

Union Dawn = The Inside FERC Monthly price for Dawn, Ontario as published in Platts Inside FERC Gas Market report.

TCPL Emerson 2 = The Inside FERC Monthly price for TCPL Emerson 2, as published in Platts Inside FERC Gas Market report.

If the amount calculated on any given month results in a monthly value less than \$0.00 per Dth, the amount due to GLGT on that month shall not be less than the \$0.00 per Dth monthly charge. The value calculated each month shall be independent from the value calculated for any other month during the contracted period.

#### Applicable Fuel and Applicable Commodity Charge:

In addition to the Index-Based Rate, Shipper will reimburse Transporter for Applicable Fuel, Commodity and Applicable Surcharges as set forth below.

Applicable Fuel equals the sum of GLGT's transporters use percentage for the applicable mileage traversed on scheduled quantities with a receipt of Emerson.

All Applicable Commodity Charges incurred on scheduled quantities pursuant to Transporter's Tariff.

All other applicable rates, ACA, rate components, charges, or credits prescribed, required, established, or imposed by this Rate Schedule or Transporter's Tariff shall remain in effect.

Shipper and Transporter agree that the above-described Reservation Fee also shall apply for service under this Agreement from and/or to secondary points within the path of primary receipt and delivery points listed on Appendix A.

- 10. POINTS OF RECEIPT AND DELIVERY: The primary receipt and delivery points are set forth on Appendix A.
- 11. RELEASED CAPACITY: N/A

# 12. INCORPORATION OF TARIFF INTO AGREEMENT:

This Agreement shall incorporate and in all respects be subject to the "General Terms and Conditions" and the applicable Rate Schedule (as stated above) set forth in Transporter's FERC Gas Tariff, Third Revised Volume No. 1, as may be revised from time to time. Transporter may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or provisions set forth in the applicable Rate Schedule (as stated above) and the "General Terms and Conditions" in Transporter's FERC Gas Tariff, Third Revised Volume No. 1, and Transporter shall have the right to place such changes in effect in accordance with the NGA, and this Agreement shall be deemed to include such changes and any such changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

#### 13. MISCELLANEOUS:

No waiver by either party to this Agreement of any one or more defaults by the other in the performance of this Agreement shall operate or be construed as a waiver of any continuing or future default(s), whether of a like or a different character.

Any controversy between the parties arising under this Agreement and not resolved by the parties shall be determined in accordance with the laws of the State of Michigan.

# 14. OTHER PROVISIONS (As necessary):

It is agreed that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any Partner, agent, management official or employee of the Transporter or any director, officer or employee of any of the foregoing, for any obligation of the Transporter arising under this Agreement or for any claim based on such obligation and that the sole recourse of Shipper under this Agreement is limited to assets of the Transporter.

Upon termination of this Agreement, Shipper's and Transporter's obligations to each other arising under this Agreement, prior to the date of termination, remain in effect and are not being terminated by any provision of this Agreement.

#### 15. NOTICES AND COMMUNICATIONS:

All notices and communications with respect to this Agreement shall be in writing by mail, e-mail, or other means as agreed to by the parties, and sent to the addresses stated below or to any other such address(es) as may be designated in writing by mail, e-mail, or other means similarly agreed to:

#### ADMINISTRATIVE MATTERS:

Great Lakes Gas Transmission Limited Partnership Commercial Operations 700 Louisiana Street, Suite 1300 Houston, TX 77002-2700

United Energy Trading, LLC Sun Life Plaza, West Tower Suite 1800, 144 - 4th Avenue S.W. Calgary, AB T2P 3N4

Attn: Seth Alward

United Energy Trading, LLC

AGREED TO BY:

# GREAT LAKES GAS TRANSMISSION LIMITED PARTNERSHIP

By: Its Operator, TransCanada Northern Border Inc.

By: Kay Dennison ADEF51A630C148B... Title: Director, Trans. Acct.& Contracts

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Title:

By:

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# APPENDIX A CONTRACT IDENTIFICATION: 22398

Date: Supersedes Appendix Dated:

Shipper: United Energy Trading, LLC

Maximum Daily Quantity (Dth/Day) per Location:

Begin <u>Date</u>	End Date	Point(s) of Primary <u>Receipt</u>	Point(s) of Primary <u>Delivery</u>	MDQ	
4/1/2023	9/30/2023	EMERSON RECEIPT	ST CLAIR DELIVERY	10,000	

Great Lakes Gas Transmission Limited Partnership FERC Gas Tariff Third Revised Volume No. 1 PART 8.14 8.14 – Neg Rate Agmt UNITED MERCURIA COMMODITIES CANADA CORPORATION (#22399) v.0.0.0

Transportation Service Agreement Rate Schedule FT

MERCURIA COMMODITIES CANADA CORPORATION (#22399)

Agreement Effective Date: April 1, 2023

#### FORM OF TRANSPORTATION SERVICE AGREEMENT

This Transportation Service Agreement (Agreement) is entered into by Great Lakes Gas Transmission Limited Partnership (Transporter) and Mercuria Commodities Canada Corporation (Shipper).

WHEREAS, Shipper has requested Transporter to transport Gas on its behalf and Transporter represents that it is willing to transport Gas under the terms and conditions of this Agreement.

NOW, THEREFORE, Transporter and Shipper agree that the terms below constitute the transportation service to be provided and the rights and obligations of Shipper and Transporter.

- 1. EFFECTIVE DATE: December 15, 2022
- 2. CONTRACT IDENTIFICATION: 22399
- 3. RATE SCHEDULE: FT
- 4. SHIPPER TYPE: Other
- 5. STATE/PROVINCE OF INCORPORATION: Alberta
- 6. TERM: April 01, 2023 to September 30, 2023

Right of First Refusal:

Not Applicable to this Agreement.

- EFFECT ON PREVIOUS CONTRACTS: This Agreement supersedes, cancels and terminates, as of the effective date stated above, the following contract(s):
- 8. MAXIMUM DAILY QUANTITY (Dth/Day): Please see Appendix A for further detail.
- 9. RATES:

Unless Shipper and Transporter have agreed to a rate other than the maximum rate, rates shall be Transporter's maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable Rate Schedule (as stated above) on file with the Commission unless otherwise agreed to by the parties in writing. Provisions governing a Rate other than the maximum shall be set forth in this Paragraph 9.

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Shipper and Transporter have agreed to a Negotiated Rate deal. The Negotiated Rate will be the Daily Index-Based Volumetric Rate set forth in Section 1, unless Transporter and Shipper mutually agree to a Monthly Index-Based Volumetric Rate set forth in Section 2. Alternatively, there will be a minimum negotiated monthly reservation fee of \$3.0416 for the fully contracted MDQ if the index-based volumetric rates described in section 1 or section 2, whichever is applicable, fails to meet or exceed the minimum negotiated monthly reservation fee for the fully contracted MDQ.

#### **1.Daily Index-Based Volumetric Rate:**

Daily Index-Based Volumetric Rate = Net Daily Spread

Where:

Shipper agrees to pay Transporter 75% of the value derived from the following spread:

Net Daily Spread= (Union Dawn – TCPL Emerson 2 - \$0.01 - Applicable Fuel - Applicable Commodity Charges)

Union Dawn = The daily index price for ICE NGX Union Dawn, as published by ICE NGX for the gas day of scheduled transportation.

TCPL Emerson 2 = The daily Index price for ICE NGX TCPL-Emerson 2, as published by ICE NGX for the gas day of scheduled transportation.

If the amount calculated on any given day results in a daily value less than \$0.00 per Dth, the daily value used for that gas day to calculate the monthly fee shall be \$0.00. The daily value calculated for each month shall be independent from the value calculated for any other month during the term of the contracted period. For the purposes of calculating the Daily Index-Based Volumetric Rate, GLGT will utilize the final scheduled volume on the contract for the individual day in question with a receipt at Emerson and a delivery to any point on the system to calculate the formula.

#### 2.Monthly Index-Based Volumetric Rate:

Transporter and Shipper may alternatively mutually agree to a Monthly Index-Based Rate for all, or a portion of the quantities scheduled under this Agreement.

Monthly Index-Based Rate = Net Monthly Spread

Where:

Shipper agrees to pay Transporter 75% of the value derived from the following spread: Net Monthly Spread= (Union Dawn – TCPL Emerson 2 - \$0.01 - Applicable Fuel - Applicable Commodity Charges)

Union Dawn = The Inside FERC Monthly price for Dawn, Ontario as published in Platts Inside FERC Gas Market report.

TCPL Emerson 2 = The Inside FERC Monthly price for TCPL Emerson 2, as published in Platts Inside FERC Gas Market report.

If the amount calculated on any given month results in a monthly value less than \$0.00 per Dth, the amount due to GLGT on that month shall not be less than the \$0.00 per Dth monthly charge. The value calculated each month shall be independent from the value calculated for any other month during the contracted period.

# **Applicable Fuel and Applicable Commodity Charge:**

In addition to the Index-Based Rate, Shipper will reimburse Transporter for Applicable Fuel, Commodity and Applicable Surcharges as set forth below.

Applicable Fuel equals the sum of GLGT's transporters use percentage for the applicable mileage traversed on scheduled quantities with a receipt of Emerson.

All Applicable Commodity Charges incurred on scheduled quantities pursuant to Transporter's Tariff.

All other applicable rates, ACA, rate components, charges, or credits prescribed, required, established, or imposed by this Rate Schedule or Transporter's Tariff shall remain in effect.

Shipper and Transporter agree that the above-described Reservation Fee also shall apply for service under this Agreement from and/or to secondary points within the path of primary receipt and delivery points listed on Appendix A.

# 10. POINTS OF RECEIPT AND DELIVERY: The primary receipt and delivery points are set forth on Appendix A.

11. RELEASED CAPACITY: N/A

# 12. INCORPORATION OF TARIFF INTO AGREEMENT:

This Agreement shall incorporate and in all respects be subject to the "General Terms and Conditions" and the applicable Rate Schedule (as stated above) set forth in Transporter's FERC Gas Tariff, Third Revised Volume No. 1, as may be revised from time to time. Transporter may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or provisions set forth in the applicable Rate Schedule (as stated above) and the "General Terms and Conditions" in Transporter's FERC Gas Tariff, Third Revised Volume No. 1, and Transporter shall have the right to place such changes in effect in accordance with the NGA, and this Agreement shall be deemed to include such changes and any such changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

#### 13. MISCELLANEOUS:

No waiver by either party to this Agreement of any one or more defaults by the other in the performance of this Agreement shall operate or be construed as a waiver of any continuing or future default(s), whether of a like or a different character.

Any controversy between the parties arising under this Agreement and not resolved by the parties shall be determined in accordance with the laws of the State of Michigan.

#### 14. OTHER PROVISIONS (As necessary):

It is agreed that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any Partner, agent, management official or employee of the Transporter or any director, officer or employee of any of the foregoing, for any obligation of the Transporter arising under this Agreement or for any claim based on such obligation and that the sole recourse of Shipper under this Agreement is limited to assets of the Transporter.

Upon termination of this Agreement, Shipper's and Transporter's obligations to each other arising under this Agreement, prior to the date of termination, remain in effect and are not being terminated by any provision of this Agreement.

# 15. NOTICES AND COMMUNICATIONS:

All notices and communications with respect to this Agreement shall be in writing by mail, e-mail, or other means as agreed to by the parties, and sent to the addresses stated below or to any other such address(es) as may be designated in writing by mail, e-mail, or other means similarly agreed to:

#### ADMINISTRATIVE MATTERS:

Great Lakes Gas Transmission Limited Partnership Commercial Operations 700 Louisiana Street, Suite 1300 Houston, TX 77002-2700 Mercuria Commodities Canada Corporation Suite 600 Vintage Tower 2 326-11th Ave SW Calgary, AB T2R 0C5

Attn: Michael Harvey

AGREED TO BY:

GREAT LAKES GAS TRANSMISSION KNAPKATAN LIMITED PARTNERSHIP By: Its Operator,

TransCanada Northern Border Inc.

By: Kay Dennison ADEF51A630C148B... Title: Director, Trans. Acct.& Contracts Mercuria Commodities Canada Corporation

By: Jason Biever

Title: Managing Director, Sales & Trading



# APPENDIX A CONTRACT IDENTIFICATION: 22399

Date: December 15, 2022 Supersedes Appendix Dated:

# Shipper: Mercuria Commodities Canada Corporation

Maximum Daily Quantity (Dth/Day) per Location:

Begin Date	End Date	Point(s) of Primary <u>Receipt</u>	Point(s) of Primary <u>Delivery</u>	MDQ
4/1/2023	9/30/2023	EMERSON RECEIPT	ST CLAIR DELIVERY	10,000

Great Lakes Gas Transmission Limited Partnership FERC Gas Tariff Third Revised Volume No. 1 PART 8.15 8.15 – Neg Rate Agmt DTE ENERGY TRADING, INC. (#22400) v.0.00

Transportation Service Agreement Rate Schedule FT

DTE ENERGY TRADING, INC. (#22400)

Agreement Effective Date: April 1, 2023

#### FORM OF TRANSPORTATION SERVICE AGREEMENT

This Transportation Service Agreement (Agreement) is entered into by Great Lakes Gas Transmission Limited Partnership (Transporter) and DTE Energy Trading, Inc. (Shipper).

WHEREAS, Shipper has requested Transporter to transport Gas on its behalf and Transporter represents that it is willing to transport Gas under the terms and conditions of this Agreement.

NOW, THEREFORE, Transporter and Shipper agree that the terms below constitute the transportation service to be provided and the rights and obligations of Shipper and Transporter.

- 1. EFFECTIVE DATE: December 15, 2022
- 2. CONTRACT IDENTIFICATION: 22400
- 3. RATE SCHEDULE: FT
- 4. SHIPPER TYPE: Marketer
- 5. STATE/PROVINCE OF INCORPORATION: Michigan
- 6. TERM: April 01, 2023 to September 30, 2023

Right of First Refusal:

Not Applicable to this Agreement.

- 7. EFFECT ON PREVIOUS CONTRACTS: This Agreement supersedes, cancels and terminates, as of the effective date stated above, the following contract(s):
- 8. MAXIMUM DAILY QUANTITY (Dth/Day): Please see Appendix A for further detail.
- 9. RATES:

Unless Shipper and Transporter have agreed to a rate other than the maximum rate, rates shall be Transporter's maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable Rate Schedule (as stated above) on file with the Commission unless otherwise agreed to by the parties in writing. Provisions governing a Rate other than the maximum shall be set forth in this Paragraph 9.

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Shipper and Transporter have agreed to a Negotiated Rate deal. The Negotiated Rate will be the Daily Index-Based Volumetric Rate set forth in Section 1, unless Transporter and Shipper mutually agree to a Monthly Index-Based Volumetric Rate set forth in Section 2. Alternatively, there will be a minimum negotiated monthly reservation fee of \$3.0416 for the fully contracted MDQ if the index-based volumetric rates described in section 1 or section 2, whichever is applicable, fails to meet or exceed the minimum negotiated monthly reservation fee for the fully contracted MDQ.

# **1.Daily Index-Based Volumetric Rate:**

Daily Index-Based Volumetric Rate = Net Daily Spread

Where:

Shipper agrees to pay Transporter 75% of the value derived from the following spread:

Net Daily Spread= (Union Dawn – TCPL Emerson 2 - \$0.01 - Applicable Fuel - Applicable Commodity Charges)

Union Dawn = The daily index price for ICE NGX Union Dawn, as published by ICE NGX for the gas day of scheduled transportation.

TCPL Emerson 2 = The daily Index price for ICE NGX TCPL-Emerson 2, as published by ICE NGX for the gas day of scheduled transportation.

If the amount calculated on any given day results in a daily value less than \$0.00 per Dth, the daily value used for that gas day to calculate the monthly fee shall be \$0.00. The daily value calculated for each month shall be independent from the value calculated for any other month during the term of the contracted period. For the purposes of calculating the Daily Index-Based Volumetric Rate, GLGT will utilize the final scheduled volume on the contract for the individual day in question with a receipt at Emerson and a delivery to any point on the system to calculate the formula.

#### 2.Monthly Index-Based Volumetric Rate:

Transporter and Shipper may alternatively mutually agree to a Monthly Index-Based Rate for all, or a portion of the quantities scheduled under this Agreement.

Monthly Index-Based Rate = Net Monthly Spread

Where:

Shipper agrees to pay Transporter 75% of the value derived from the following spread: Net Monthly Spread= (Union Dawn – TCPL Emerson 2 - \$0.01 - Applicable Fuel - Applicable Commodity Charges)

Union Dawn = The Inside FERC Monthly price for Dawn, Ontario as published in Platts Inside FERC Gas Market report.

TCPL Emerson 2 = The Inside FERC Monthly price for TCPL Emerson 2, as published in Platts Inside FERC Gas Market report.

If the amount calculated on any given month results in a monthly value less than \$0.00 per Dth, the amount due to GLGT on that month shall not be less than the \$0.00 per Dth monthly charge. The value calculated each month shall be independent from the value calculated for any other month during the contracted period.

# **Applicable Fuel and Applicable Commodity Charge:**

In addition to the Index-Based Rate, Shipper will reimburse Transporter for Applicable Fuel, Commodity and Applicable Surcharges as set forth below.

Applicable Fuel equals the sum of GLGT's transporters use percentage for the applicable mileage traversed on scheduled quantities with a receipt of Emerson.

All Applicable Commodity Charges incurred on scheduled quantities pursuant to Transporter's Tariff.

All other applicable rates, ACA, rate components, charges, or credits prescribed, required, established, or imposed by this Rate Schedule or Transporter's Tariff shall remain in effect.

Shipper and Transporter agree that the above-described Reservation Fee also shall apply for service under this Agreement from and/or to secondary points within the path of primary receipt and delivery points listed on Appendix A.

- 10. POINTS OF RECEIPT AND DELIVERY: The primary receipt and delivery points are set forth on Appendix A.
- 11. RELEASED CAPACITY: N/A

# 12. INCORPORATION OF TARIFF INTO AGREEMENT:

This Agreement shall incorporate and in all respects be subject to the "General Terms and Conditions" and the applicable Rate Schedule (as stated above) set forth in Transporter's FERC Gas Tariff, Third Revised Volume No. 1, as may be revised from time to time. Transporter may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or provisions set forth in the applicable Rate Schedule (as stated above) and the "General Terms and Conditions" in Transporter's FERC Gas Tariff, Third Revised Volume No. 1, and Transporter shall have the right to place such changes in effect in accordance with the NGA, and this Agreement shall be deemed to include such changes and any such changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

#### 13. MISCELLANEOUS:

No waiver by either party to this Agreement of any one or more defaults by the other in the performance of this Agreement shall operate or be construed as a waiver of any continuing or future default(s), whether of a like or a different character.

Any controversy between the parties arising under this Agreement and not resolved by the parties shall be determined in accordance with the laws of the State of Michigan.

#### 14. OTHER PROVISIONS (As necessary):

It is agreed that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any Partner, agent, management official or employee of the Transporter or any director, officer or employee of any of the foregoing, for any obligation of the Transporter arising under this Agreement or for any claim based on such obligation and that the sole recourse of Shipper under this Agreement is limited to assets of the Transporter.

Upon termination of this Agreement, Shipper's and Transporter's obligations to each other arising under this Agreement, prior to the date of termination, remain in effect and are not being terminated by any provision of this Agreement.

# 15. NOTICES AND COMMUNICATIONS:

All notices and communications with respect to this Agreement shall be in writing by mail, e-mail, or other means as agreed to by the parties, and sent to the addresses stated below or to any other such address(es) as may be designated in writing by mail, e-mail, or other means similarly agreed to:

#### ADMINISTRATIVE MATTERS:

Great Lakes Gas Transmission Limited Partnership Commercial Operations 700 Louisiana Street, Suite 1300 Houston, TX 77002-2700 DTE Energy Trading, Inc. One Energy Plaza, 400 WCB Detroit, MI 48226-1221 Attn: Brigette Eichbaur

AGREED TO BY:

# GREAT LAKES GAS TRANSMISSION LIMITED PARTNERSHIP

By: Its Operator, TransCanada Northern Border Inc.

By: Kay Dennison

Title: Director, Trans. Acct.& Contracts

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By: Thomas R. Neu

Title: Vice President

DTE Energy Trading, Inc.

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# APPENDIX A CONTRACT IDENTIFICATION: 22400

Date: Supersedes Appendix Dated:

Shipper: DTE Energy Trading, Inc.

Maximum Daily Quantity (Dth/Day) per Location:

Begin <u>Date</u>	End <u>Date</u>	Point(s) of Primary <u>Receipt</u>	Point(s) of Primary <u>Delivery</u>	<u>MDQ</u>
4/1/2023	9/30/2023	EMERSON RECEIPT	ST CLAIR DELIVERY	10,000

Great Lakes Gas Transmission Limited Partnership FERC Gas Tariff Third Revised Volume No. 1 PART 8.16 8.16 – Neg Rate Agmt TWIN EAGLE RESOURCE MANAGEMENT, LLC (#22401) v.0.0.0

Transportation Service Agreement Rate Schedule FT

TWIN EAGLE RESOURCE MANAGEMENT, LLC (#22401)

Agreement Effective Date: April 1, 2023

#### FORM OF TRANSPORTATION SERVICE AGREEMENT

This Transportation Service Agreement (Agreement) is entered into by Great Lakes Gas Transmission Limited Partnership (Transporter) and Twin Eagle Resource Management, LLC (Shipper).

WHEREAS, Shipper has requested Transporter to transport Gas on its behalf and Transporter represents that it is willing to transport Gas under the terms and conditions of this Agreement.

NOW, THEREFORE, Transporter and Shipper agree that the terms below constitute the transportation service to be provided and the rights and obligations of Shipper and Transporter.

- 1. EFFECTIVE DATE: December 15, 2022
- 2. CONTRACT IDENTIFICATION: 22401
- 3. RATE SCHEDULE: FT
- 4. SHIPPER TYPE: Marketer
- 5. STATE/PROVINCE OF INCORPORATION: Delaware
- 6. TERM: April 01, 2023 to September 30, 2023

Right of First Refusal:

Not Applicable to this Agreement.

- 7. EFFECT ON PREVIOUS CONTRACTS: This Agreement supersedes, cancels and terminates, as of the effective date stated above, the following contract(s):
- 8. MAXIMUM DAILY QUANTITY (Dth/Day): Please see Appendix A for further detail.
- 9. RATES:

Unless Shipper and Transporter have agreed to a rate other than the maximum rate, rates shall be Transporter's maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable Rate Schedule (as stated above) on file with the Commission unless otherwise agreed to by the parties in writing. Provisions governing a Rate other than the maximum shall be set forth in this Paragraph 9.

JS

Shipper and Transporter have agreed to a Negotiated Rate deal. The Negotiated Rate will be the Daily Index-Based Volumetric Rate set forth in Section 1, unless Transporter and Shipper mutually agree to a Monthly Index-Based Volumetric Rate set forth in Section 2. Alternatively, there will be a minimum negotiated monthly reservation fee of \$3.0416 for the fully contracted MDQ if the index-based volumetric rates described in section 1 or section 2, whichever is applicable, fails to meet or exceed the minimum negotiated monthly reservation fee for the fully contracted MDQ.

#### **1.Daily Index-Based Volumetric Rate:**

Daily Index-Based Volumetric Rate = Net Daily Spread

Where:

Shipper agrees to pay Transporter 75% of the value derived from the following spread:

Net Daily Spread= (Union Dawn – TCPL Emerson 2 - \$0.01 - Applicable Fuel - Applicable Commodity Charges)

Union Dawn = The daily index price for ICE NGX Union Dawn, as published by ICE NGX for the gas day of scheduled transportation.

TCPL Emerson 2 = The daily Index price for ICE NGX TCPL-Emerson 2, as published by ICE NGX for the gas day of scheduled transportation.

If the amount calculated on any given day results in a daily value less than \$0.00 per Dth, the daily value used for that gas day to calculate the monthly fee shall be \$0.00. The daily value calculated for each month shall be independent from the value calculated for any other month during the term of the contracted period. For the purposes of calculating the Daily Index-Based Volumetric Rate, GLGT will utilize the final scheduled volume on the contract for the individual day in question with a receipt at Emerson and a delivery to any point on the system to calculate the formula.

#### 2.Monthly Index-Based Volumetric Rate:

Transporter and Shipper may alternatively mutually agree to a Monthly Index-Based Rate for all, or a portion of the quantities scheduled under this Agreement.

Monthly Index-Based Rate = Net Monthly Spread

Where:

Shipper agrees to pay Transporter 75% of the value derived from the following spread: Net Monthly Spread= (Union Dawn – TCPL Emerson 2 - \$0.01 - Applicable Fuel - Applicable Commodity Charges)

Union Dawn = The Inside FERC Monthly price for Dawn, Ontario as published in Platts Inside FERC Gas Market report.

TCPL Emerson 2 = The Inside FERC Monthly price for TCPL Emerson 2, as published in Platts Inside FERC Gas Market report.

If the amount calculated on any given month results in a monthly value less than \$0.00 per Dth, the amount due to GLGT on that month shall not be less than the \$0.00 per Dth monthly charge. The value calculated each month shall be independent from the value calculated for any other month during the contracted period.

# **Applicable Fuel and Applicable Commodity Charge:**

In addition to the Index-Based Rate, Shipper will reimburse Transporter for Applicable Fuel, Commodity and Applicable Surcharges as set forth below.

Applicable Fuel equals the sum of GLGT's transporters use percentage for the applicable mileage traversed on scheduled quantities with a receipt of Emerson.

All Applicable Commodity Charges incurred on scheduled quantities pursuant to Transporter's Tariff.

All other applicable rates, ACA, rate components, charges, or credits prescribed, required, established, or imposed by this Rate Schedule or Transporter's Tariff shall remain in effect.

Shipper and Transporter agree that the above-described Reservation Fee also shall apply for service under this Agreement from and/or to secondary points within the path of primary receipt and delivery points listed on Appendix A.

- 10. POINTS OF RECEIPT AND DELIVERY: The primary receipt and delivery points are set forth on Appendix A.
- 11. RELEASED CAPACITY: N/A

# 12. INCORPORATION OF TARIFF INTO AGREEMENT:

This Agreement shall incorporate and in all respects be subject to the "General Terms and Conditions" and the applicable Rate Schedule (as stated above) set forth in Transporter's FERC Gas Tariff, Third Revised Volume No. 1, as may be revised from time to time. Transporter may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or provisions set forth in the applicable Rate Schedule (as stated above) and the "General Terms and Conditions" in Transporter's FERC Gas Tariff, Third Revised Volume No. 1, and Transporter shall have the right to place such changes in effect in accordance with the NGA, and this Agreement shall be deemed to include such changes and any such changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

#### 13. MISCELLANEOUS:

No waiver by either party to this Agreement of any one or more defaults by the other in the performance of this Agreement shall operate or be construed as a waiver of any continuing or future default(s), whether of a like or a different character.

Any controversy between the parties arising under this Agreement and not resolved by the parties shall be determined in accordance with the laws of the State of Michigan.

#### 14. OTHER PROVISIONS (As necessary):

It is agreed that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any Partner, agent, management official or employee of the Transporter or any director, officer or employee of any of the foregoing, for any obligation of the Transporter arising under this Agreement or for any claim based on such obligation and that the sole recourse of Shipper under this Agreement is limited to assets of the Transporter.

Upon termination of this Agreement, Shipper's and Transporter's obligations to each other arising under this Agreement, prior to the date of termination, remain in effect and are not being terminated by any provision of this Agreement.

# 15. NOTICES AND COMMUNICATIONS:

All notices and communications with respect to this Agreement shall be in writing by mail, e-mail, or other means as agreed to by the parties, and sent to the addresses stated below or to any other such address(es) as may be designated in writing by mail, e-mail, or other means similarly agreed to:

#### ADMINISTRATIVE MATTERS:

Great Lakes Gas Transmission Limited Partnership Commercial Operations 700 Louisiana Street, Suite 1300 Houston, TX 77002-2700 Twin Eagle Resource Management, LLC 1900 16th Street Suite 450 Denver, CO 80202

Attn: Jillian James

AGREED TO BY:

# GREAT LAKES GAS TRANSMISSION LIMITED PARTNERSHIP

By: Its Operator, TransCanada Northern Border Inc.

By: Kay Dennison ADEF51A630C148B... Title: Director, Trans. Acct.& Contracts

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Twin Eagle Resource Management, LLC

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By: Vaughan Torrie

Title: SVP

# APPENDIX A CONTRACT IDENTIFICATION: 22401

Date: Supersedes Appendix Dated:

Shipper: Twin Eagle Resource Management, LLC

Maximum Daily Quantity (Dth/Day) per Location:

Begin <u>Date</u>	End <u>Date</u>	Point(s) of Primary <u>Receipt</u>	Point(s) of Primary <u>Delivery</u>	MDQ
4/1/2023	9/30/2023	EMERSON RECEIPT	ST CLAIR DELIVERY	7,500

Transportation Service Agreement Rate Schedule FT

> MIECO LLC (#22401)

Agreement Effective Date: April 1, 2023

Contract ID.: 22402

#### FORM OF TRANSPORTATION SERVICE AGREEMENT

This Transportation Service Agreement (Agreement) is entered into by Great Lakes Gas Transmission Limited Partnership (Transporter) and MIECO LLC (Shipper).

WHEREAS, Shipper has requested Transporter to transport Gas on its behalf and Transporter represents that it is willing to transport Gas under the terms and conditions of this Agreement.

NOW, THEREFORE, Transporter and Shipper agree that the terms below constitute the transportation service to be provided and the rights and obligations of Shipper and Transporter.

- 1. EFFECTIVE DATE: December 15, 2022
- 2. CONTRACT IDENTIFICATION: 22402
- 3. RATE SCHEDULE: FT
- 4. SHIPPER TYPE: Other, Pipeline Sales Operating Unit
- 5. STATE/PROVINCE OF INCORPORATION: Texas
- 6. TERM: April 01, 2023 to September 30, 2023

Right of First Refusal:

Not Applicable to this Agreement.

- EFFECT ON PREVIOUS CONTRACTS: This Agreement supersedes, cancels and terminates, as of the effective date stated above, the following contract(s):
- 8. MAXIMUM DAILY QUANTITY (Dth/Day): Please see Appendix A for further detail.
- 9. RATES:

Unless Shipper and Transporter have agreed to a rate other than the maximum rate, rates shall be Transporter's maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable Rate Schedule (as stated above) on file with the Commission unless otherwise agreed to by the parties in writing. Provisions governing a Rate other than the maximum shall be set forth in this Paragraph 9. Shipper and Transporter have agreed to a Negotiated Rate deal. The Negotiated Rate will be the Daily Index-Based Volumetric Rate set forth in Section 1, unless Transporter and Shipper mutually agree to a Monthly Index-Based Volumetric Rate set forth in Section 2. Alternatively, there will be a minimum negotiated monthly reservation fee of \$3.0416 for the fully contracted MDQ if the index-based volumetric rates described in section 1 or section 2, whichever is applicable, fails to meet or exceed the minimum negotiated monthly reservation fee for the fully contracted MDQ.

#### **1.Daily Index-Based Volumetric Rate:**

Daily Index-Based Volumetric Rate = Net Daily Spread

Where:

Shipper agrees to pay Transporter 75% of the value derived from the following spread:

Net Daily Spread= (Union Dawn – TCPL Emerson 2 - \$0.01 - Applicable Fuel - Applicable Commodity Charges)

Union Dawn = The daily index price for ICE NGX Union Dawn, as published by ICE NGX for the gas day of scheduled transportation.

TCPL Emerson 2 = The daily Index price for ICE NGX TCPL-Emerson 2, as published by ICE NGX for the gas day of scheduled transportation.

If the amount calculated on any given day results in a daily value less than \$0.00 per Dth, the daily value used for that gas day to calculate the monthly fee shall be \$0.00. The daily value calculated for each month shall be independent from the value calculated for any other month during the term of the contracted period. For the purposes of calculating the Daily Index-Based Volumetric Rate, GLGT will utilize the final scheduled volume on the contract for the individual day in question with a receipt at Emerson and a delivery to any point on the system to calculate the formula.

#### 2.Monthly Index-Based Volumetric Rate:

Transporter and Shipper may alternatively mutually agree to a Monthly Index-Based Rate for all, or a portion of the quantities scheduled under this Agreement.

Monthly Index-Based Rate = Net Monthly Spread



Where:

Shipper agrees to pay Transporter 75% of the value derived from the following spread: Net Monthly Spread= (Union Dawn – TCPL Emerson 2 - \$0.01 - Applicable Fuel - Applicable Commodity Charges)

Union Dawn = The Inside FERC Monthly price for Dawn, Ontario as published in Platts Inside FERC Gas Market report.

TCPL Emerson 2 = The Inside FERC Monthly price for TCPL Emerson 2, as published in Platts Inside FERC Gas Market report.

If the amount calculated on any given month results in a monthly value less than \$0.00 per Dth, the amount due to GLGT on that month shall not be less than the \$0.00 per Dth monthly charge. The value calculated each month shall be independent from the value calculated for any other month during the contracted period.

# Applicable Fuel and Applicable Commodity Charge:

In addition to the Index-Based Rate, Shipper will reimburse Transporter for Applicable Fuel, Commodity and Applicable Surcharges as set forth below.

Applicable Fuel equals the sum of GLGT's transporters use percentage for the applicable mileage traversed on scheduled quantities with a receipt of Emerson.

All Applicable Commodity Charges incurred on scheduled quantities pursuant to Transporter's Tariff.

All other applicable rates, ACA, rate components, charges, or credits prescribed, required, established, or imposed by this Rate Schedule or Transporter's Tariff shall remain in effect.

Shipper and Transporter agree that the above-described Reservation Fee also shall apply for service under this Agreement from and/or to secondary points within the path of primary receipt and delivery points listed on Appendix A.

- 10. POINTS OF RECEIPT AND DELIVERY: The primary receipt and delivery points are set forth on Appendix A.
- 11. RELEASED CAPACITY: N/A

#### 12. INCORPORATION OF TARIFF INTO AGREEMENT:

This Agreement shall incorporate and in all respects be subject to the "General Terms and Conditions" and the applicable Rate Schedule (as stated above) set forth in Transporter's FERC Gas Tariff, Third Revised Volume No. 1, as may be revised from time to time. Transporter may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or provisions set forth in the applicable Rate Schedule (as stated above) and the "General Terms and Conditions" in Transporter's FERC Gas Tariff, Third Revised Volume No. 1, and Transporter shall have the right to place such changes in effect in accordance with the NGA, and this Agreement shall be deemed to include such changes and any such changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

#### 13. MISCELLANEOUS:

No waiver by either party to this Agreement of any one or more defaults by the other in the performance of this Agreement shall operate or be construed as a waiver of any continuing or future default(s), whether of a like or a different character.

Any controversy between the parties arising under this Agreement and not resolved by the parties shall be determined in accordance with the laws of the State of Michigan.

#### 14. OTHER PROVISIONS (As necessary):

It is agreed that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any Partner, agent, management official or employee of the Transporter or any director, officer or employee of any of the foregoing, for any obligation of the Transporter arising under this Agreement or for any claim based on such obligation and that the sole recourse of Shipper under this Agreement is limited to assets of the Transporter.

Upon termination of this Agreement, Shipper's and Transporter's obligations to each other arising under this Agreement, prior to the date of termination, remain in effect and are not being terminated by any provision of this Agreement.

#### 15. NOTICES AND COMMUNICATIONS:

All notices and communications with respect to this Agreement shall be in writing by mail, e-mail, or other means as agreed to by the parties, and sent to the addresses stated below or to any other such address(es) as may be designated in writing by mail, e-mail, or other means similarly agreed to:

Contract ID.: 22402

#### ADMINISTRATIVE MATTERS:

Great Lakes Gas Transmission Limited Partnership **Commercial Operations** 700 Louisiana Street, Suite 1300 Houston, TX 77002-2700

**MIECO LLC** 16945 Northchase Dr. Suite 1640 Houston, TX 77379

Attn: Cory Rowan

#### AGREED TO BY:

GREAT LAKES GAS TRANSMISSION LIMITED PARTNERSHIP By: Its Operator, TransCanada Northern Border Inc.

DocuSigned by: By: Kay Dennison A0EF51A630C148B... Title: Director, Trans. Acct.& Contracts

-DS DS CW ÐJ

MIECO LLC

Loyk-By: CORY ROWAN Title: General Manager Trading Rockies/ Midwest Regions

#### APPENDIX A CONTRACT IDENTIFICATION: 22402

Date: Supersedes Appendix Dated:

# Shipper: MIECO LLC

Maximum Daily Quantity (Dth/Day) per Location:

Begin <u>Date</u>	End <u>Date</u>	Point(s) of Primary <u>Receipt</u>	Point(s) of Primary <u>Delivery</u>	MDQ
4/1/2023	9/30/2023	EMERSON RECEIPT	ST CLAIR DELIVERY	7,500

# **Appendix B**

# **Great Lakes Gas Transmission Limited Partnership** FERC Gas Tariff, Third Revised Volume No. 1

# **Marked Tariff**

Tariff Section	<u>Version</u>
Part 1 – Table of Contents	v.13.0.0

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