



March 31, 2022

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

tel 832.320.5520
email Jonathan_Scullion@tcenergy.com
web <http://www.tcplus.com/great%20lakes>

Re: Great Lakes Gas Transmission Limited Partnership
Negotiated Rate Agreements
Docket No. RP22-____-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,¹ Great Lakes Gas Transmission Limited Partnership (“Great Lakes”) respectfully submits for filing and acceptance 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 three (3) Rate Schedule FT (“FT”) negotiated rate service agreements (collectively the “Agreements”) that Great Lakes has entered into with DTE Energy Trading, Inc. (“DTE”), Freepoint Commodities LLC (“Freepoint”) and Citadel Energy Marketing LLC (“Citadel”), all of which are included herein as Appendix A. Great Lakes respectfully requests that the Commission accept the proposed Tariff section and Tariff records, included herein as Appendix A,² to become effective April 1, 2022, and that the Commission grant Great Lakes a waiver of the 30-day notice requirement set forth in Section 154.207 of its regulations.³

¹ 18 C.F.R. Part 154 (2022).

² Great Lakes has elected to file the negotiated rate agreements as a whole document in PDF form at. *Electronic Tariff Filings*, 124 FERC ¶ 61,270, at P 42 (2008) (“Order No. 714”). (“Negotiated rate agreements... need not be divided, but can be filed as entire documents.”)

³ 18 C.F.R. § 154.207 (2022).

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
Jonathan Scullion*
Manager, Tariffs
Great Lakes Gas Transmission Limited
Partnership
700 Louisiana Street, Suite 1300
Houston, Texas 77002-2700
Tel. (832) 320-5520
E-mail: jonathan_scullion@tcenergy.com

David R. Hammel
Director, Regulatory and Commercial Law
Sandra L. Mazan*
Legal Counsel
Great Lakes Gas Transmission Limited
Partnership
700 Louisiana Street, Suite 1300
Houston, Texas 77002-2700
Tel. (832) 320-5623
E-mail: sandra_mazan@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.*,⁴ 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,⁵ all of which are included as Appendix A, and more fully described below:

- Great Lakes is filing DTE Contract No. FT22073 as an FT negotiated rate service agreement because the parties have mutually agreed that the Reservation Fee from the point(s) of primary receipt to the point(s) of primary delivery as listed in Appendix A to the Agreement shall be fixed at \$5.826 plus the applicable utilization charge for volumes transported equal to maximum Utilization Fee and including the ACA charge as applicable in accordance with Great Lakes' Tariff. Contract No. FT22073 is included in Appendix A as tariff record 8.5.

⁴ *Great Lakes Gas Transmission Limited Partnership*, 86 FERC ¶ 61,234 (1999).

⁵ Great Lakes has elected to report the Agreements by filing them in accordance with Section 5.1.4.4. The Agreements provide all of the information required by Section 5.1.4.4, including: (1) the exact legal name of the

- Great Lakes is filing Freepoint Contract No. FT22182 as an FT negotiated rate service agreement because the parties have mutually agreed that the negotiated rate will be the Daily Index-Based Volumetric Rate set forth in the Agreement, unless Great Lakes and Freepoint mutually agree to a Monthly Index-Based Volumetric Rate as set forth in the Agreement, or a Fixed Volumetric Rate as set forth in the Agreement. In addition to the above agreements, there will be a minimum monthly demand charge of \$3.0416/Dth (\$0.10/Dth daily) for the fully contracted MDQ for Option 1 (Daily Index-Based Volumetric Rate) and 2 (Monthly Index-Based Volumetric Rate) only. Contract No. FT22182 is included in Appendix A as tariff record 8.6.
- Great Lakes is filing Citadel Contract No. FT22183 as an FT negotiated rate service agreement because the parties have mutually agreed that the negotiated rate will be the Daily Index-Based Volumetric Rate set forth in the Agreement, unless Great Lakes and Freepoint mutually agree to a Monthly Index-Based Volumetric Rate as set forth in the Agreement, or a Fixed Volumetric Rate as set forth in the Agreement. In addition to the above agreements, there will be a minimum monthly demand charge of \$3.0416/Dth (\$0.10/Dth daily) for the fully contracted MDQ for Option 1 (Daily Index-Based Volumetric Rate) and 2 (Monthly Index-Based Volumetric Rate) only. Contract No. FT22183 is included in Appendix A as tariff record 8.7.

Effective Date

Great Lakes respectfully requests that the Commission accept revisions to its Tariff proposed herein, including the Agreements included herein as Appendix A, to become effective April 1, 2022, and respectfully requests waiver of Section 154.207 of the Commission’s regulation to allow for this effective date.⁶

Shipper; (2) the negotiated rate; (3) the applicable rate schedule; (4) the receipt and delivery points; and (5) the contract quantities.

⁶ Great Lakes submits that good cause exists to grant waiver of the 30-day notice requirement. See *Statement of Policy on Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Transportation Services of Natural Gas Pipelines*, 74 FERC ¶ 61,176 at 61,241-242 (1996) (indicating that the Commission will “readily grant requests to waive the 30-day notice requirement”).

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.

Respectfully submitted,

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



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.12.0.0

Tariff Records

Section 8 - Negotiated Rate Agreements

<u>Tariff Record</u>	<u>Shipper</u>	<u>Rate Schedule</u>	<u>Agreement</u>	<u>Version</u>
8.5	DTE Energy Trading, Inc.	FT	# FT22073	v.0.0.0
8.6	Freepoint Commodities LLC	FT	# FT22182	v.0.0.0
8.7	Citadel Energy Marketing LLC	FT	# FT22183	v.0.0.0

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Transportation Service Agreement
Rate Schedule FT

DTE Energy Trading, Inc.
(#FT22073)

Agreement Effective Date: April 1, 2022

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: September 30, 2021
2. CONTRACT IDENTIFICATION: 22073
3. RATE SCHEDULE: FT
4. SHIPPER TYPE: Marketer
5. STATE/PROVINCE OF INCORPORATION: Michigan
6. TERM: April 01, 2022 to October 31, 2022

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 agree that for service under this Agreement from the point(s) of receipt listed on Appendix A to the point(s) of delivery listed on Appendix A, the Reservation Fee to be charged shall be fixed at \$5.826. In addition to the Reservation Charge, Shipper shall pay the utilization charge for volumes transported equal to the maximum Utilization Fee, plus the ACA charge as applicable in accordance with Great Lakes' Tariff.

Secondary Receipts: All points in the Western and Central Zones

Secondary Deliveries: All points in the Western and Central Zones

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 700
Houston, TX 77002-2700

DTE Energy Trading, Inc.
414 South Main St. Suite 200
Attn: Margo Pardi
Ann Arbor, MI 48104

Attn: Toms Trautmanis

AGREED TO BY:

GREAT LAKES GAS TRANSMISSION
LIMITED PARTNERSHIP
By: Great Lakes Gas Transmission Company

DTE Energy Trading, Inc.

By: Kay Dennison

By: Darren Najor

Title: Director, Trans. Accounting & Contracts

Title:

APPENDIX A
CONTRACT IDENTIFICATION: 22073

Date: September 30, 2021
Supersedes Appendix Dated:

Shipper: DTE Energy Trading, Inc.

Maximum Daily Quantity (Dth/Day) per Location:

<u>Begin</u> <u>Date</u>	<u>End</u> <u>Date</u>	<u>Point(s)</u> <u>of Primary</u> <u>Receipt</u>	<u>Point(s)</u> <u>of</u> <u>Primary</u> <u>Delivery</u>	<u>MDQ</u>
4/1/2022	10/31/2022	EMERSON RECEIPT	SAULT STE MARIE TCPL	35,000

Transportation Service Agreement
Rate Schedule FT

Freepoint Commodities LLC
(#FT22182)

Agreement Effective Date: April 1, 2022

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: February 9, 2022
2. CONTRACT IDENTIFICATION: 22182
3. RATE SCHEDULE: FT
4. SHIPPER TYPE: Other, Pipeline Sales Operating Unit
5. STATE/PROVINCE OF INCORPORATION: Connecticut
6. TERM: April 01, 2022 to September 30, 2022

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, or a Fixed Volumetric Rate pursuant to Section 3. In addition to the above agreements, there will be a minimum monthly demand charge of \$3.0416/Dth (\$0.10/Dth daily) for the fully contracted MDQ for Option 1 and 2 only.

Secondary Receipts: All points in the West, Central, and East Zones (except Sault Ste. Marie (Michcon), Sault Ste. Marie (TCPL), Rudyard, and Alpine)

Secondary Deliveries: All points in the West, Central, and East Zones (except Sault Ste. Marie (Michcon), Sault Ste. Marie (TCPL), Rudyard, and Alpine)

1. Daily Index-Based Volumetric Rate:
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 day ahead Index price for ICE NGX Union Dawn, as published by Enerdata for the gas day of scheduled transportation.

TCPL Emerson 2 = The daily Index price for ICE NGX TCPL-Emerson 2, as published by Enerdata 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. While Transporter can charge the shipper a rate higher than \$3.0416 monthly, or \$0.10 daily based on the above formula, the rate owed shall never be less than the \$3.0416 per Dth monthly charge, or \$0.10/Dth daily on the fully contracted volume. 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.

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

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 first of month Inside FERC Gas Daily price for Union Dawn, as published in Platts Inside FERC Gas Market report.

TCPL Emerson 2 = The Inside FERC Gas Daily 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 \$3.0416 per Dth, the amount due to GLGT on that month shall not be less than the \$3.0416 per Dth monthly charge. The value calculated each month shall be independent from the value calculated for any other month during the contracted period.

3. Fixed Volumetric Rate:

Transporter and Shipper may alternately mutually agree to a positive Fixed Volumetric Rate(s) for all or a portion of the quantities contracted under this agreement.

4. Applicable Fuel and Applicable Commodity Charge:

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

Applicable Fuel equals the sum of the transporters use percentage for the applicable zones traversed.

Applicable Commodity equals the commodity fee incurred on scheduled quantities in the applicable zones.

Applicable Surcharges equal any applicable ACA, and any other applicable governmental surcharges in accordance with Transporter's Tariff.

5. Base Deal:

If Transporter and Shipper do not agree on a Fixed Volumetric Rate or Monthly Index-Based Volumetric Rate, Shipper shall otherwise pay the Daily Index-Based Volumetric Rate pursuant to Section 1 of this agreement.

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: Michael Nahmias

AGREED TO BY:

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

Freepoint Commodities LLC

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

Abi Mathew
By:
Title: Director, Operations

^{DS} JS ^{DS} SUM ^{DS} KSA ^{DS} CW

APPENDIX A
CONTRACT IDENTIFICATION: 22182

Date: February 9, 2022
Supersedes Appendix Dated:

Shipper: Freepoint Commodities LLC

Maximum Daily Quantity (Dth/Day) per Location:

<u>Begin</u> <u>Date</u>	<u>End</u> <u>Date</u>	<u>Point(s)</u> <u>of Primary</u> <u>Receipt</u>	<u>Point(s)</u> <u>of Primary</u> <u>Delivery</u>	<u>MDQ</u>
4/1/2022	9/30/2022	EMERSON RECEIPT	ST CLAIR DELIVERY	50,000

Transportation Service Agreement
Rate Schedule FT

Citadel Energy Marketing LLC
(#FT22182)

Agreement Effective Date: April 1, 2022

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: February 10, 2022
2. CONTRACT IDENTIFICATION: 22183
3. RATE SCHEDULE: FT
4. SHIPPER TYPE: Marketer
5. STATE/PROVINCE OF INCORPORATION: Illinois
6. TERM: April 01, 2022 to September 30, 2022

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, or a Fixed Volumetric Rate pursuant to Section 3. In addition to the above agreements, there will be a minimum monthly demand charge of \$3.0416/Dth (\$0.10/Dth daily) for the fully contracted MDQ for Option 1 and 2 only.

Secondary Receipts: All points in the West, Central, and East Zones (except Sault Ste. Marie (Michcon), Sault Ste. Marie (TCPL), Rudyard, and Alpine)

Secondary Deliveries: All points in the West, Central, and East Zones (except Sault Ste. Marie (Michcon), Sault Ste. Marie (TCPL), Rudyard, and Alpine)

1. Daily Index-Based Volumetric Rate:

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 day ahead Index price for ICE NGX Union Dawn, as published by Enerdata for the gas day of scheduled transportation.

TCPL Emerson 2 = The daily Index price for ICE NGX TCPL-Emerson 2, as published by Enerdata 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. While Transporter can charge the shipper a rate higher than \$3.0416 monthly, or \$0.10 daily based on the above formula, the rate owed shall never be less than the \$3.0416 per Dth monthly charge, or \$0.10/Dth daily on the fully contracted volume. 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.

2. Monthly Index-Based Volumetric Rate:

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

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 first of month Inside FERC Gas Daily price for Union Dawn, as published in Platts Inside FERC Gas Market report.

TCPL Emerson 2 = The Inside FERC Gas Daily 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 \$3.0416 per Dth, the amount due to GLGT on that month shall not be less than the \$3.0416 per Dth monthly charge. The value calculated each month shall be independent from the value calculated for any other month during the contracted period.

3. Fixed Volumetric Rate:

Transporter and Shipper may alternately mutually agree to a positive Fixed Volumetric Rate(s) for all or a portion of the quantities contracted under this agreement.

4. Applicable Fuel and Applicable Commodity Charge:

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

Applicable Fuel equals the sum of the transporters use percentage for the applicable zones traversed.

Applicable Commodity equals the commodity fee incurred on scheduled quantities in the applicable zones.

Applicable Surcharges equal any applicable ACA, and any other applicable governmental surcharges in accordance with Transporter's Tariff.

5. Base Deal:

If Transporter and Shipper do not agree on a Fixed Volumetric Rate or Monthly Index-Based Volumetric Rate, Shipper shall otherwise pay the Daily Index-Based Volumetric Rate pursuant to Section 1 of this agreement.

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: Michael Zarolinski

AGREED TO BY:

GREAT LAKES GAS TRANSMISSION
LIMITED PARTNERSHIP

Citadel Energy Marketing LLC

By: Its Operator,
TransCanada Northern Border Inc.

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

By: Mike Zarolinski *MZ*

Title: Midcon Trading

^{DS}
JS

^{DS}
SLM

^{DS}
DJ

^{DS}
KSA

APPENDIX A
CONTRACT IDENTIFICATION: 22183

Date: February 10, 2022
Supersedes Appendix Dated:

Shipper: Citadel Energy Marketing LLC

Maximum Daily Quantity (Dth/Day) per Location:

<u>Begin</u> <u>Date</u>	<u>End</u> <u>Date</u>	Point(s) of Primary <u>Receipt</u>	Point(s) of Primary <u>Delivery</u>	<u>MDQ</u>
4/1/2022	9/30/2022	EMERSON RECEIPT	ST CLAIR DELIVERY	25,000

Appendix B

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

Marked Tariff

<u>Tariff Section</u>	<u>Version</u>
Part 1 – Table of Contents	v.12.0.0

Tariff Records

Section 8 - Negotiated Rate Agreements

<u>Tariff Record</u>	<u>Shipper</u>	<u>Rate Schedule</u>	<u>Agreement</u>	<u>Version</u>
8.5	DTE Energy Trading, Inc.	FT	# FT22073	v.0.0.0
8.6	Freepoint Commodities LLC	FT	# FT22182	v.0.0.0
8.7	Citadel Energy Marketing LLC	FT	# FT22183	v.0.0.0

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