

FEDERAL ENERGY REGULATORY COMMISSION  
WASHINGTON, DC 20426

OFFICE OF ENERGY MARKET REGULATION

In Reply Refer To:  
Letter Order Pursuant to § 375.307  
Guardian Pipeline, L.L.C.  
Docket No. RP18-681-000

May 1, 2018

Guardian Pipeline, L.L.C.  
c/o ONEOK, Inc.  
100 West 5<sup>th</sup> Street  
Tulsa, OK 74103

Attention: Ron M. Mucci, Vice President  
Rates and Regulatory Affairs

Reference: Revisions to Parking and Lending Service

Dear Mr. Mucci:

On April 4, 2018, Guardian Pipeline, L.L.C. (Guardian) filed tariff records<sup>1</sup> to (i) allow Guardian and its shippers to agree to a schedule, over which nominations may be ratable, for the initial park or loan period and the subsequent redelivery period; (ii) revise Exhibit A of the Form of Service Agreement for its Parking and Lending Rate Schedule to include a schedule as may be agreed to with the shipper; and (iii) make minor housekeeping revisions. The referenced tariff records are accepted effective May 4, 2018, as requested.

Public notice of the filing was issued on April 5, 2018. Interventions and protests were due as provided in section 154.210 of the Commission's regulations (18 C.F.R § 154.210 (2017)). Pursuant to Rule 214 (18 C.F.R. § 385.214 (2017)), all timely filed motions to intervene and any unopposed motion to intervene out-of-time filed before the issuance date of this order are granted. Granting late intervention at this stage of the

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<sup>1</sup> Guardian Pipeline, L.L.C., FERC NGA Gas Tariff, Guardian FERC Gas Tariff, [Part 7.41, Parking and Lending Service \(PAL\), 4.0.0](#); [Part 8, Section 32, GT&C - Transporter's Use Gas Adjustment, 1.0.0](#); [Part 9.41, Form of Service Agreement for Rate Schedule PAL, 2.0.0](#).

proceeding will not disrupt the proceeding or place additional burdens on existing parties. No protests or adverse comments were filed.

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

This order constitutes final agency action. Requests for rehearing by the Commission may be filed within 30 days of the date of issuance of this order, pursuant to 18 C.F.R. § 385.713 (2017).

Sincerely,

A handwritten signature in blue ink, appearing to read "Marsha K. Palazzi". The signature is fluid and cursive, with a large initial "M" and a long, sweeping tail.

Marsha K. Palazzi, Director  
Division of Pipeline Regulation



April 4, 2018

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

Re: Guardian Pipeline, L.L.C.  
Tariff Volume No. 1  
Revisions to Parking and Lending Service  
Docket No. RP18-681-000

Dear Ms. Bose:

Pursuant to section 4 of the Natural Gas Act and Part 154 of the Federal Energy Regulatory Commission's (Commission) regulations, Guardian Pipeline, L.L.C. (Guardian) respectfully submits the tariff records listed below as part of its FERC Gas Tariff, Volume No. 1 (Tariff). The proposed Tariff revisions are submitted to become effective May 4, 2018.

Part 7.41, Parking and Lending Service (PAL), v. 4.0.0  
Part 8.32, GT&C – Transporter's Use Gas Adjustment, v. 1.0.0  
Part 9.41, Form of Service Agreement for Rate Schedule PAL, v. 2.0.0

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

In the instant filing, Guardian proposes certain enhancements to its Parking and Lending Service (PAL) that are intended to provide Guardian and its shippers greater parking and lending flexibility. Specifically, Guardian proposes to update its Tariff to: (i) allow Guardian and its shippers to agree to a schedule, over which nominations may be ratable, for the initial park or loan period and the subsequent redelivery period, as set forth in the proposed Tariff Part 7.41; (ii) revise Exhibit A of the Form of Service Agreement for Rate Schedule PAL, as found in Part 9.41 of Guardian's Tariff, to include a schedule as may be agreed to with the shipper; and, (iii) make minor housekeeping revisions.

#### **Part 7.41: Parking and Lending Service (PAL)**

Guardian currently provides parking and lending service under Rate Schedule PAL. The Rate Schedule PAL service options available to shippers include Shipper Nominated Parking/Lending (NPL) and Shipper Requested Term Parking/Lending (RPL). In the instant filing, Guardian is proposing certain enhancements to the aforementioned PAL service options that are intended to provide Guardian and its shippers with greater parking and lending flexibility. Within Part 7.41, Guardian has proposed language to allow Guardian and a shipper

to agree to a PAL schedule that will apply to the initial park or loan period and also to the subsequent redelivery period. Guardian notes that the addition of a PAL schedule is consistent Commission precedent.<sup>1</sup> Additionally, Guardian has clarified that the terms used within Rate Schedule PAL shall have the same meaning as is set forth in Part 8.2, GT&C – Definitions, unless otherwise defined therein.

#### **Part 9.41: Form of Service Agreement for Rate Schedule PAL**

Guardian has revised Exhibit A of the Form of Service Agreement for Rate Schedule PAL, as found in Part 9.41 of Guardian's Tariff, to include a schedule as may be agreed to with the shipper. Furthermore, Guardian has made additional housekeeping changes to capture both Guardian and the shipper's address, identify whether a ratable schedule has been agreed to, add a field to include a description of the terms of negotiated rate agreements where applicable, identify the PAL agreement number and make minor formatting changes.

#### **Part 8.32: GT&C – Transporter's Use Gas Adjustment**

Lastly, Guardian proposes to make a minor housekeeping revision to its Tariff. Due to the addition of Section 1, and the renumbering of Part 7.41, Guardian is updating its section references.

#### **Materials Enclosed**

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

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

#### **Proposed Effective Date**

Pursuant to section 154.7(a)(3) of the Commission's regulations, Guardian respectfully requests that the tariff records submitted herewith be approved by the Commission effective May 4, 2018. In accordance with section 154.7(a)(9) of the Commission's regulations, Guardian hereby files a motion to place the proposed tariff records into effect at the end of any suspension period if one is so ordered by the Commission in this proceeding.

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<sup>1</sup> *Northern Border Pipeline Co.*, Docket No. RP16-135-000, Letter Order (Nov. 24, 2015); *Gas Transmission Northwest LLC*, 151 FERC ¶ 61,180 (2015).

**Waivers**

Pursuant to section 154.7(a)(7) of the Commission’s regulations, Guardian has not identified any waivers of the Commission’s regulations needed to permit its filing to become effective as proposed; however, Guardian respectfully requests that, should the Commission determine that any such waivers are required, the Commission grant such waivers as are necessary in order that the revised tariff record may be made effective as proposed.

**Service and Correspondence**

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

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

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

Denise Adams Director, Rates and Regulatory Compliance ONEOK, Inc. 100 West 5th Street Tulsa, Oklahoma 74103 (918) 732-1408 Email: denise.adams@oneok.com	Lisa Nishimuta Managing Attorney, Interstate Regulatory ONEOK, Inc. 100 West 5th Street Tulsa, Oklahoma 74103 (918) 588-7730 Email: lisa.nishimuta@oneok.com
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Any questions regarding this filing may be directed to Denise Adams at (918) 732-1408.

Respectfully submitted,

/s/ Ron M. Mucci  
Ron M. Mucci  
Vice President, Rates and Regulatory Affairs  
ONEOK, Inc.  
100 West 5th Street  
Tulsa, Oklahoma 74103

Attachments

# Appendix A

## Clean Tariff Records

RATE SCHEDULE PAL  
PARKING AND LENDING SERVICE

1. DEFINITIONS

The terms used in this Rate Schedule shall have the meaning set forth in Section 2 of the GT&C, unless otherwise defined therein.

2. AVAILABILITY

- 2.1 This Rate Schedule is available to any Person that has (a) requested service under this Rate Schedule; (b) satisfied the requirements of Section 10 of the GT&C; and (c) entered into a Service Agreement with Transporter for service under this Rate Schedule, and thus is a Shipper.
- 2.2 Transporter shall accept written requests for service under this Rate Schedule in accordance with Section 10 of the GT&C.

3. APPLICABILITY AND CHARACTER OF SERVICE

The service provided hereunder permits Shipper to nominate Natural Gas, made available to Transporter by Shipper in connection with a separate nomination pursuant to Rate Schedule(s) FT-1, FT-2, IT-1, IT-2 or EAW Service Agreement in order to render Parking and Lending service under this Rate Schedule PAL, up to the maximum parked quantity or maximum loaned quantity set forth in the Service Agreement, subject to the GT&C and the further provisions of the Service Agreement. Transporter shall not be required to receive or deliver quantities of Natural Gas on any day for which there is insufficient available capacity under Shipper's Service Agreements to deliver Natural Gas or to receive Natural Gas from the PAL Point. Parking and Lending service shall not impede Transporter's ability to meet its firm service requirements, including Transporter's system requirements.

- 3.1 The PAL Point may be any point on Transporter's system, or any point available to Transporter under any contract for off-system service acquired by Transporter pursuant to Section 29.9 of the General Terms and Conditions, that has been designated as a PAL Point and posted on Transporter's Web Site. Shipper may nominate delivery of Natural Gas to its PAL Point or receipt of Natural Gas from its PAL Point, subject to the nomination and confirmation procedures in Section 11 of the GT&C. Subject to Section 3.5 and 3.6 herein, Natural Gas may be parked or loaned for a minimum of one day. The term of service shall be set forth on Exhibit "A" of Shipper's Rate Schedule PAL Service Agreement for Parking and Lending service and such term may be extended by Transporter as permitted by system operating conditions. Transporter and Shipper may agree to a schedule, over which nominations may be ratable, for the initial park or loan period and the subsequent redelivery period, as set forth on Exhibit "A" of Shipper's Rate Schedule PAL Service Agreement. Where Transporter and Shipper have agreed to a ratable schedule, the quantities shall be nominated in an equal amount over the course of the corresponding period.

3.2 Park and Loan (PAL) Service Options

Transporter and Shipper shall agree on one of the PAL service options listed below and as set forth on Exhibit "A" of Shipper's Rate Schedule PAL Service Agreement.

- (a) Shipper Nominated Parking/Lending (NPL)

Shipper Nominated Parking/Lending (NPL) is a service option that allows a Shipper to request a parking and/or lending service from Transporter, subject to availability, on

Transporter's system, for a specified quantity at a designated PAL Point in each of the supported nomination and scheduling cycles. This service option is an interruptible service option subject to the applicable PAL NPL Service Usage Rate. For purposes of this service option, the quantity of gas parked and/or loaned shall be the actual quantity of gas parked or loaned.

(b) Shipper Requested Term Parking/Lending (RPL)

Shipper Requested Term Parking/Lending (RPL) is a service option that allows a Shipper to request and pre-authorize a parking and/or lending service from Transporter, subject to availability, for a specific quantity at a designated PAL Point for a mutually agreed upon term. For purposes of this service option, the quantity of gas parked and/or loaned shall be the quantities set forth on Exhibit "A" of Shipper's Rate Schedule PAL Service Agreement.

The RPL service option is a pre-authorized service option subject to a reservation charge with reservation charge credits if Transporter is unable to provide the nominated PAL RPL service quantities as further described in Section 4.3 of this Rate Schedule PAL.

- 3.3 Parking service shall consist of the receipt of Natural Gas by Transporter at the PAL Point, the holding of the parked quantity for Shipper's account and Transporter's redelivery of the parked quantity to Shipper at the PAL Point.
- 3.4 Lending service shall consist of the advancement of Natural Gas by Transporter at the PAL Point for Shipper's account and Shipper's redelivery of the loaned quantity to Transporter at the PAL Point. Nominations to receive such loaned quantity of Natural Gas shall be confirmed at Transporter's sole discretion.
- 3.5 Shipper may be required, upon notification from Transporter, to cease or reduce deliveries to or receipts from its Parking service within the Day, or to receive from Parking all, or any part, of its parked quantity under this Rate Schedule PAL as rapidly as is consistent with Transporter's operating capabilities or Transporter's rights under contracts for services obtained pursuant to Section 29.9. Any parked quantity not removed in accordance with Transporter's notice within five (5) days of Transporter giving Shipper such notice shall become the property of Transporter at no cost to Transporter, free and clear of any adverse claims; provided, however, that Transporter shall extend the time available for Shipper to remove any portion of its parked quantity by one day for every day that Transporter has been unable to schedule such parked quantity through no fault of Shipper. To the extent operationally feasible, if it determines that it should recall some but not all Parking service, Transporter shall recall NPL service before recalling RPL service.
- 3.6 Shipper may be required, upon notification from Transporter to deliver all, or any part, of its loaned quantity as rapidly as is consistent with Transporter's operating capabilities or Transporter's rights under contracts for services obtained pursuant to Section 29.9. Any quantity of Natural Gas not delivered to Transporter in accordance with Transporter's notice within three (3) days of Transporter giving Shipper such notice shall be subject to an OFO and the Tier 1 OFO penalty in accordance with Section 18 of Transporter's GT&C; provided, however, Transporter shall extend the time available for Shipper to deliver any portion of its loaned quantity by one day for every day that Transporter has been unable to schedule such loaned quantity through no fault of Shipper. To the extent operationally feasible, if it determines that it should recall some but not all Lending service, Transporter shall recall NPL service before recalling RPL Service.
- 3.7 Except as provided in Section 27 of the GT&C, Transporter shall have no obligation to add any facilities or expand the capacity of its Pipeline Facilities in order to provide PAL service under

this Rate Schedule.

- 3.8 Service under this Rate Schedule shall be confirmed and scheduled after all firm and interruptible transportation services offered by Transporter are confirmed and scheduled. The RPL service option shall be confirmed and scheduled before the NPL service option. Each shall be confirmed and scheduled on the basis of the Shipper paying the highest revenue commitment at a Parking Point or Lending Point within the applicable service option. Ties will be confirmed and scheduled on a pro rata basis within the applicable service option.

Confirmed and scheduled quantities of gas parked or loaned by Transporter cannot be bumped by new requests for parking and/or lending service.

#### 4. RATES

The rates and charges for service under this Rate Schedule PAL shall be as follows:

##### 4.1 NPL Daily Parking/Lending Charge

The Daily Parking/Lending Charge to be invoiced monthly for NPL service shall be the applicable PAL daily usage rate as set forth on Transporter's Statement of Rates, multiplied by the actual quantity of gas parked or loaned each day.

##### 4.2 RPL Daily Parking/Lending Charge

The Daily Parking/Lending Charge to be invoiced monthly for RPL service shall be the applicable PAL daily reservation rate as set forth on Transporter's Statement of Rates, multiplied by the quantity Transporter has made available to be parked or loaned as set forth on Exhibit "A" of Shipper's Rate Schedule PAL Service Agreement multiplied by the number of days within such month that a RPL service commitment is in effect as set forth on Exhibit "A" of Shipper's Rate Schedule PAL Service Agreement.

##### 4.3 RPL Daily Parking/Lending Charge Reservation Charge Credit

To the extent Transporter fails to make available the requested RPL quantities during the agreed upon term as set forth in Exhibit "A" of Shipper's Rate Schedule PAL Service Agreement, and such failure is the result of action or inaction within the reasonable control of Transporter including the failure of Transporter to provide the related confirmed transportation service necessary to provide the requested RPL quantities to or from the applicable PAL Point, then the RPL reservation charge shall be reduced by an amount equal to the applicable daily reservation rate per Dekatherm times the difference between the quantity nominated by Shipper and the actual quantity tendered and delivered or received at the applicable PAL Point by Transporter. Notwithstanding, Shipper shall not receive a PAL RPL reservation charge credit to the extent Transporter and Shipper agree to an alternate means of satisfying Shipper's PAL request (such as by transporting quantities to or from another PAL Point).

##### 4.4 Range of Rates

Unless otherwise agreed to between Shipper and Transporter pursuant to Section 26 of the GT&C, any rate applicable to a Shipper for service hereunder shall be the applicable maximum rate as set forth on the effective Statement of Rates of Transporter's Tariff, as may be changed from time to time. If an amount less than the applicable maximum rate and not less than the applicable minimum rate is agreed upon, such amount shall be applied prospectively in accordance with such agreement. Transporter shall be responsible for compliance with any reporting requirements

prescribed by the Commission. Transporter shall not be required to render PAL service at a rate less than the maximum rate.

5. CURTAILMENT

Service under this rate schedule shall be curtailed based upon revenue commitment, with the highest revenue commitment receiving a higher priority than those quantities with a lower revenue commitment. For purposes of curtailment under this Section 5, the RPL service shall be deemed to have a higher revenue commitment than the NPL service option. Service shall be curtailed pro rata, if necessary, in the event two or more Shippers within the same service under this rate schedule have an equal revenue commitment and will be based on the validated nominated quantity.

6. GENERAL TERMS AND CONDITIONS

The GT&C are applicable to this Rate Schedule and service hereunder and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein. In the event of a conflict between the GT&C and the provisions of this Rate Schedule or a Service Agreement under this Rate Schedule, the specific provisions of this Rate Schedule or a Service Agreement under this Rate Schedule shall control, except that such Rate Schedule, Service Agreement, and the GT&C shall be construed in a manner to be consistent unless the context clearly indicates otherwise.

32. TRANSPORTER'S USE GAS ADJUSTMENT

32.1 General

Transporter's Use Gas percentage under applicable Rate Schedules shall be adjusted downward to reflect reductions and shall be adjusted upward to reflect increases in fuel usage, including miscellaneous fuel usage, and lost or unaccounted for Gas in accordance with this Section 32. For purposes of this Section 32, the term "miscellaneous fuel usage" shall pertain to fuel use quantities other than FERC Account No. 854, Gas for Compressor Station Fuel, which are accounted for in FERC Account Nos. 853 and 856.

32.2 Filing Procedure

At least thirty (30) days prior to each November 1 which is the beginning date for the Annual Period, Transporter shall file with the Commission and post, as defined by Section 154.2(d) of the Commission's Regulations, a schedule of Transporter's Use Gas percentages together with supporting documentation. With respect to the adjustment described herein, such filing shall be in lieu of any other rate change filing required by the Commission's Regulations under the Natural Gas Act.

32.3 Definitions

- (a) Annual Period - The twelve-month period beginning each November 1.
- (b) Actual Use Gas - Actual gas used in Transporter's operations including all gas otherwise used, lost or unaccounted for.
- (c) Estimated Use Gas - Use Gas quantities projected for the Annual Period adjusted, where necessary, for known variations from actual experiences.
- (d) Estimated Quantities - Actual annual volume determinants attributable to services to which Transporter allocates or assigns Use Gas quantities for the latest twelve month period adjusted, where necessary, for known variations from actual experience.
- (e) Deferral Period - The Period of 12 months ending 2 months prior to the effective date of a change in rates filed pursuant to this Section 32.

32.4 Determination of the Current Transporter's Use Gas Percentage

Transporter shall determine the Current Transporter's Use Gas Percentage for each Annual Period by the following procedures:

- (a) The Estimated Use Gas quantities shall be summed with the Deferred Use Gas Account component.
- (b) The Deferred Use Gas Account component shall be determined by taking the balance accumulated at the end of the Deferral Period in the Deferred Use Gas Account as determined in accordance with Section 32.5 below and dividing by the Estimated Quantities.

32.5 Deferred Use Gas Account

Transporter shall maintain the Deferred Use Gas Account for each Deferral Period in accordance with the following procedures:

- (a) Transporter shall determine each month the Actual Use Gas quantities plus the pro rata monthly amount of the Deferred Use Gas Account quantities included in the then-effective Transporter's Use Gas Percentage.
- (b) Transporter shall determine each month the actual recovery of Transporter's Use Gas quantities by multiplying, as applicable, Transporter's Use Gas Percentages by the appropriate volume determinants.
- (c) Each month, Transporter shall determine the difference, positive or negative, between the quantities computed in Section 32.5(a) and 32.5(b) above and such difference shall be recorded each month in a subaccount of Account No. 186 of the Uniform System of Accounts which Transporter shall designate as a Deferred Use Gas Account.
- (d) The Deferred Use Gas Account shall be reduced by the quantity of Gas retained pursuant to Section 3.5 of Rate Schedule PAL and Sections 12.4(e), 14.3 and 18.5 of the GT&C.

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE PAL

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

WITNESSETH:

WHEREAS, Transporter owns and operates a pipeline system; and

WHEREAS, Shipper desires to purchase interruptible parking and lending service from Transporter;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained, the Transporter and Shipper agree as follows:

ARTICLE I  
SCOPE OF AGREEMENT

Transporter agrees to receive or advance for the account of Shipper and park or loan, on an interruptible and capacity available basis, quantities of Natural Gas at the specified PAL Point up to the maximum parked quantity or maximum loaned quantity as specified on Exhibit "A."

At no time shall Shipper exceed its maximum parked quantity or maximum loaned quantity.

ARTICLE II  
TERM OF AGREEMENT

- 2.1 The term of this Service Agreement shall commence on \_\_\_\_\_ and shall continue in force and effect until \_\_\_\_\_, and month to month thereafter. This Service Agreement may be terminated by either Transporter or Shipper upon 30 Days' prior written notice to the other specifying a termination date.
- 2.2 The termination of this Service Agreement triggers pregranted abandonment under Section 7 of the Natural Gas Act as of the effective date of the termination.
- 2.3 Any provisions of this Service Agreement necessary to correct or cash out imbalances or to pay all applicable rates, charges, and penalties under this Service Agreement shall survive the other parts of this Service Agreement until such time as such balancing or payment has been accomplished.

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

- 3.1 Shipper agrees to and shall pay Transporter all applicable maximum rates, and charges provided for in Transporter's Rate Schedule PAL and the GT&C, as effective from time to time, for service under this Service Agreement, unless service is rendered hereunder at discounted or negotiated rates under Section 26.1 or Section 26.2 of the GT&C. The rates and charges that Shipper shall pay Transporter are those agreed to and set forth on Exhibit "A" of this Service Agreement.
- 3.2 Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in: (i) the rates and charges applicable to service pursuant to Transporter's Rate Schedule PAL; (ii) the terms and conditions of service for Transporter's Rate Schedule PAL pursuant to which service hereunder is rendered; and/or (iii) any

provision of the GT&C applicable to service under Rate Schedule PAL. Transporter agrees that Shipper may protest or contest the aforementioned filings or may seek authorization from duly constituted regulatory authorities for such adjustments to Transporter's Tariff as may be necessary to ensure that the provisions in (i), (ii), and (iii) above are consistent with the regulatory law and policy.

#### ARTICLE IV RESERVATIONS

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

#### ARTICLE V GOVERNMENTAL AUTHORIZATIONS

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

#### ARTICLE VI NOTICES

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

#### ARTICLE VII NONRECOURSE OBLIGATION OF LIMITED LIABILITY COMPANY MEMBERS AND OPERATOR

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

#### ARTICLE VIII INTERPRETATION

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

ARTICLE IX  
FURTHER AGREEMENT

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

ARTICLE X  
CANCELLATION OF PRIOR CONTRACT(S)

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

ARTICLE XI  
EXHIBIT "A" OF SERVICE AGREEMENT, RATE SCHEDULES AND  
GENERAL TERMS AND CONDITIONS

Shipper shall initiate a request for interruptible park and loan service by executing and delivering to Transporter one or more Exhibit(s) "A". Upon execution by Transporter, Shipper's Exhibit(s) "A" shall be incorporated in and made a part hereof.

Transporter's Rate Schedule PAL and General Terms and Conditions, which are on file with the Federal Energy Regulatory Commission and in effect, and Exhibit(s) "A" hereto are all applicable to this Service Agreement and are hereby incorporated in, and made a part of, this Service Agreement.

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

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

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_ (SHIPPER)

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

TRANSPORTER: Guardian Pipeline, L.L.C.  
 TRANSPORTER'S ADDRESS: ONEOK Plaza  
 100 West 5th Street  
 Tulsa, Oklahoma 74103

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

TYPE OF AGREEMENT: (Parking or Lending)

PARK AND LOAN (PAL) SERVICE OPTIONS:

	Check Option	Park/Loan Start Date	Park/Loan End Date	Withdrawal/ Payback Start Date	Withdrawal/ Payback End Date	Maximum* PAL Quantity Dekatherms	Daily** Rate per Dekatherm	Parking Point	Lending Point
1) Shipper Nominated Parking/Lending Service (NPL)	<input type="checkbox"/>								
2) Shipper Requested Term Parking/Lending Service (RPL)	<input type="checkbox"/>								

Ratable Schedule: (Yes or No)

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

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

Description of Negotiated Rate:

This Exhibit "A" is made and entered into as of \_\_\_\_\_, 20\_\_.

Agreement No. \_\_\_\_\_  
 Dealbook No. \_\_\_\_\_

# Appendix B

## Marked Tariff Records

RATE SCHEDULE PAL  
PARKING AND LENDING SERVICE

1. DEFINITIONS

The terms used in this Rate Schedule shall have the meaning set forth in Section 2 of the GT&C, unless otherwise defined therein.

12. AVAILABILITY

12.1 This Rate Schedule is available to any Person that has (a) requested service under this Rate Schedule; (b) satisfied the requirements of Section 10 of the GT&C; and (c) entered into a Service Agreement with Transporter for service under this Rate Schedule, and thus is a Shipper.

12.2 Transporter shall accept written requests for service under this Rate Schedule in accordance with Section 10 of the GT&C.

23. APPLICABILITY AND CHARACTER OF SERVICE

The service provided hereunder permits Shipper to nominate Natural Gas, made available to Transporter by Shipper in connection with a separate nomination pursuant to Rate Schedule(s) FT-1, FT-2, IT-1, IT-2 or EAW Service Agreement in order to render Parking and Lending service under this Rate Schedule PAL, up to the maximum parked quantity or maximum loaned quantity set forth in the Service Agreement, subject to the GT&C and the further provisions of the Service Agreement. Transporter shall not be required to receive or deliver quantities of Natural Gas on any day for which there is insufficient available capacity under Shipper's Service Agreements to deliver Natural Gas or to receive Natural Gas from the PAL Point. Parking and Lending service shall not impede Transporter's ability to meet its firm service requirements, including Transporter's system requirements.

23.1 The PAL Point may be any point on Transporter's system, or any point available to Transporter under any contract for off-system service acquired by Transporter pursuant to Section 29.9 of the General Terms and Conditions, that has been designated as a PAL Point and posted on Transporter's Web Site. Shipper may nominate delivery of Natural Gas to its PAL Point or receipt of Natural Gas from its PAL Point, subject to the nomination and confirmation procedures in Section 11 of the GT&C. Subject to Section 23.5 and 23.6 herein, Natural Gas may be parked or loaned for a minimum of one day. The term of service shall be set forth on Exhibit "A" of Shipper's Rate Schedule PAL Service Agreement for Parking and Lending service and such term may be extended by Transporter as permitted by system operating conditions. Transporter and Shipper may agree to a schedule, over which nominations may be ratable, for the initial park or loan period and the subsequent redelivery period, as set forth on Exhibit "A" of Shipper's Rate Schedule PAL Service Agreement. Where Transporter and Shipper have agreed to a ratable schedule, the quantities shall be nominated in an equal amount over the course of the corresponding period.

23.2 Park and Loan (PAL) Service Options

Transporter and Shipper shall agree on one of the PAL service options listed below and as set forth on Exhibit "A" of Shipper's Rate Schedule PAL Service Agreement.

(a) Shipper Nominated Parking/Lending (NPL)

Shipper Nominated Parking/Lending (NPL) is a service option that allows a Shipper to

request a parking and/or lending service from Transporter, subject to availability, on Transporter's system, for a specified quantity at a designated PAL Point -in each of the supported nomination and scheduling cycles. This service option is an interruptible service option subject to the applicable PAL NPL Service Usage Rate. For purposes of this service option, the quantity of gas parked and/or loaned shall be the actual quantity of gas parked or loaned.

(b) Shipper Requested Term Parking/Lending (RPL)

Shipper Requested Term Parking/Lending (RPL) is a service option that allows a Shipper to request and pre-authorize a parking and/or lending service from Transporter, subject to availability, for a specific quantity at a designated PAL Point for a mutually agreed upon term. For purposes of this service option, the quantity of gas parked and/or loaned shall be the quantities set forth on Exhibit "A" of Shipper's Rate Schedule PAL Service Agreement.

The RPL service option is a pre-authorized service option subject to a reservation charge with reservation charge credits if Transporter is unable to provide the nominated PAL RPL service quantities as further described in Section ~~34~~3 of this Rate Schedule PAL.

~~23~~3 Parking service shall consist of the receipt of Natural Gas by Transporter at the PAL Point, the holding of the parked quantity for Shipper's account and Transporter's redelivery of the parked quantity to Shipper at the PAL Point.

~~23~~4 Lending service shall consist of the advancement of Natural Gas by Transporter at the PAL Point for Shipper's account and Shipper's redelivery of the loaned quantity to Transporter at the PAL Point. Nominations to receive such loaned quantity of Natural Gas shall be confirmed at Transporter's sole discretion.

~~23~~5 Shipper may be required, upon notification from Transporter, to cease or reduce deliveries to or receipts from its Parking service within the Day, or to receive from Parking all, or any part, of its parked quantity under this Rate Schedule PAL as rapidly as is consistent with Transporter's operating capabilities or Transporter's rights under contracts for services obtained pursuant to Section 29.9. Any parked quantity not removed in accordance with Transporter's notice within five (5) days of Transporter giving Shipper such notice shall become the property of Transporter at no cost to Transporter, free and clear of any adverse claims; provided, however, that Transporter shall extend the time available for Shipper to remove any portion of its parked quantity by one day for every day that Transporter has been unable to schedule such parked quantity through no fault of Shipper. To the extent operationally feasible, if it determines that it should recall some but not all Parking service, Transporter shall recall NPL service before recalling RPL service.

~~23~~6 Shipper may be required, upon notification from Transporter to deliver all, or any part, of its loaned quantity as rapidly as is consistent with Transporter's operating capabilities or Transporter's rights under contracts for services obtained pursuant to Section 29.9. Any quantity of Natural Gas not delivered to Transporter in accordance with Transporter's notice within three (3) days of Transporter giving Shipper such notice shall be subject to an OFO and the Tier 1 OFO penalty in accordance with Section 18 of Transporter's GT&C; provided, however, Transporter shall extend the time available for Shipper to deliver any portion of its loaned quantity by one day for every day that Transporter has been unable to schedule such loaned quantity through no fault of Shipper. To the extent operationally feasible, if it determines that it should recall some but not all Lending service, Transporter shall recall NPL service before recalling RPL Service.

~~23~~7 Except as provided in Section 27 of the GT&C, Transporter shall have no obligation to add any

facilities or expand the capacity of its Pipeline Facilities in order to provide PAL service under this Rate Schedule.

~~23.8~~ Service under this Rate Schedule shall be confirmed and scheduled, after all firm and interruptible transportation services offered by Transporter are confirmed and scheduled. The RPL service option shall be confirmed and scheduled before the NPL service option. Each shall be confirmed and scheduled on the basis of the Shipper paying the highest revenue commitment at a Parking Point or Lending Point within the applicable service option. Ties will be confirmed and scheduled on a pro rata basis within the applicable service option.

Confirmed and scheduled quantities of gas parked or loaned by Transporter cannot be bumped by new requests for parking and/or lending service.

#### ~~34.~~ RATES

The rates and charges for service under this Rate Schedule PAL shall be as follows:

##### ~~34.1~~ NPL Daily Parking/Lending Charge

The Daily Parking/Lending Charge to be invoiced monthly for ~~the~~ NPL service shall be the applicable PAL daily usage rate as set forth on Transporter's Statement of Rates, multiplied by the actual quantity of gas parked or loaned each day.

##### ~~34.2~~ RPL Daily Parking/Lending Charge

The Daily Parking/Lending Charge to be invoiced monthly for RPL service shall be the applicable PAL daily reservation rate as set forth on Transporter's Statement of Rates, multiplied by the quantity Transporter has made available to be parked or loaned as set forth on Exhibit "~~A~~" of Shipper's Rate Schedule PAL Service Agreement multiplied by the number of days within such month that a RPL service commitment is in effect as set forth on Exhibit "~~A~~" of Shipper's Rate Schedule PAL Service Agreement.

##### ~~34.3~~ RPL Daily Parking/Lending Charge Reservation Charge Credit

To the extent Transporter fails to make available the requested RPL quantities during the agreed upon term as set forth in Exhibit "~~A~~" of Shipper's Rate Schedule PAL Service Agreement, and such failure is the result of action or inaction within the reasonable control of Transporter including the failure of Transporter to provide the related confirmed transportation service necessary to provide the requested RPL quantities to or from the applicable PAL Point, then the RPL reservation charge shall be reduced by an amount equal to the applicable daily reservation rate per Dekatherm times the difference between the quantity nominated by Shipper and the actual quantity tendered and delivered or received at the applicable PAL Point by Transporter. Notwithstanding, Shipper shall not receive a PAL RPL reservation charge credit to the extent Transporter and Shipper agree to an alternate means of satisfying Shipper's PAL request (such as by transporting quantities to or from another PAL Point).

##### ~~34.4~~ Range of Rates

Unless otherwise agreed to between Shipper and Transporter pursuant to Section 26 of the GT&C, any rate applicable to a Shipper for service hereunder shall be the applicable maximum rate as set forth on the effective Statement of Rates of Transporter's Tariff, as may be changed from time to

time. If an amount less than the applicable maximum rate and not less than the applicable minimum rate is agreed upon, such amount shall be applied prospectively in accordance with such agreement. Transporter shall be responsible for compliance with any reporting requirements prescribed by the Commission. Transporter shall not be required to render PAL service at a rate less than the maximum rate.

45. CURTAILMENT

Service under this rate schedule shall be curtailed based upon revenue commitment, with the highest revenue commitment receiving a higher priority than those quantities with a lower revenue commitment. For purposes of curtailment under this Section 45, the RPL service shall be deemed to have a higher revenue commitment than the NPL service option. Service shall be curtailed pro rata, if necessary, in the event two or more Shippers within the same service under this rate schedule have an equal revenue commitment and will be based on the validated nominated quantity.

56. GENERAL TERMS AND CONDITIONS

The GT&C are applicable to this Rate Schedule and service hereunder and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein. In the event of a conflict between the GT&C and the provisions of this Rate Schedule or a Service Agreement under this Rate Schedule, the specific provisions of this Rate Schedule or a Service Agreement under this Rate Schedule shall control, except that such Rate Schedule, Service Agreement, and the GT&C shall be construed in a manner to be consistent unless the context clearly indicates otherwise.

32. TRANSPORTER'S USE GAS ADJUSTMENT

32.1 General

Transporter's Use Gas percentage under applicable Rate Schedules shall be adjusted downward to reflect reductions and shall be adjusted upward to reflect increases in fuel usage, including miscellaneous fuel usage, and lost or unaccounted for Gas in accordance with this Section 32. For purposes of this Section 32, the term "miscellaneous fuel usage" shall pertain to fuel use quantities other than FERC Account No. 854, Gas for Compressor Station Fuel, which are accounted for in FERC Account Nos. 853 and 856.

32.2 Filing Procedure

At least thirty (30) days prior to each November 1 which is the beginning date for the Annual Period, Transporter shall file with the Commission and post, as defined by Section 154.2(d) of the Commission's Regulations, a schedule of Transporter's Use Gas percentages together with supporting documentation. With respect to the adjustment described herein, such filing shall be in lieu of any other rate change filing required by the Commission's Regulations under the Natural Gas Act.

32.3 Definitions

- (a) Annual Period - The twelve-month period beginning each November 1.
- (b) Actual Use Gas - Actual gas used in Transporter's operations including all gas otherwise used, lost or unaccounted for.
- (c) Estimated Use Gas - Use Gas quantities projected for the Annual Period adjusted, where necessary, for known variations from actual experiences.
- (d) Estimated Quantities - Actual annual volume determinants attributable to services to which Transporter allocates or assigns Use Gas quantities for the latest twelve month period adjusted, where necessary, for known variations from actual experience.
- (e) Deferral Period - The Period of 12 months ending 2 months prior to the effective date of a change in rates filed pursuant to this Section 32.

32.4 Determination of the Current Transporter's Use Gas Percentage

Transporter shall determine the Current Transporter's Use Gas Percentage for each Annual Period by the following procedures:

- (a) The Estimated Use Gas quantities shall be summed with the Deferred Use Gas Account component.
- (b) The Deferred Use Gas Account component shall be determined by taking the balance accumulated at the end of the Deferral Period in the Deferred Use Gas Account as determined in accordance with Section 32.5 below and dividing by the Estimated Quantities.

32.5 Deferred Use Gas Account

Transporter shall maintain the Deferred Use Gas Account for each Deferral Period in accordance with the following procedures:

- (a) Transporter shall determine each month the Actual Use Gas quantities plus the pro rata monthly amount of the Deferred Use Gas Account quantities included in the then-effective Transporter's Use Gas Percentage.
- (b) Transporter shall determine each month the actual recovery of Transporter's Use Gas quantities by multiplying, as applicable, Transporter's Use Gas Percentages by the appropriate volume determinants.
- (c) Each month, Transporter shall determine the difference, positive or negative, between the quantities computed in Section 32.5(a) and 32.5(b) above and such difference shall be recorded each month in a subaccount of Account No. 186 of the Uniform System of Accounts which Transporter shall designate as a Deferred Use Gas Account.
- (d) The Deferred Use Gas Account shall be reduced by the quantity of Gas retained pursuant to Section ~~23~~3.5 of Rate Schedule PAL and Sections 12.4(e), 14.3 and 18.5 of the GT&C.

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE PAL

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

WITNESSETH:

WHEREAS, Transporter owns and operates a pipeline system; and

WHEREAS, Shipper desires to purchase interruptible parking and lending service from Transporter;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained, the Transporter and Shipper agree as follows:

ARTICLE I  
SCOPE OF AGREEMENT

Transporter agrees to receive or advance for the account of Shipper and park or loan, on an interruptible and capacity available basis, quantities of Natural Gas at the specified PAL Point up to the maximum parked quantity or maximum loaned quantity as specified on Exhibit "A."

At no time shall Shipper exceed its maximum parked quantity or maximum loaned quantity.

ARTICLE II  
TERM OF AGREEMENT

- 2.1 The term of this Service Agreement shall commence on \_\_\_\_\_ and shall continue in force and effect until \_\_\_\_\_, and month to month thereafter. This Service Agreement may be terminated by either Transporter or Shipper upon 30 Days' prior written notice to the other specifying a termination date.
- 2.2 The termination of this Service Agreement triggers pregranted abandonment under Section 7 of the Natural Gas Act as of the effective date of the termination.
- 2.3 Any provisions of this Service Agreement necessary to correct or cash out imbalances or to pay all applicable rates, charges, and penalties under this Service Agreement shall survive the other parts of this Service Agreement until such time as such balancing or payment has been accomplished.

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

- 3.1 Shipper agrees to and shall pay Transporter all applicable maximum rates, and charges provided for in Transporter's Rate Schedule PAL and the GT&C, as effective from time to time, for service under this Service Agreement, unless service is rendered hereunder at discounted or negotiated rates under Section 26.1 or Section 26.2 of the GT&C. The rates and charges that Shipper shall pay Transporter are those agreed to and set forth on Exhibit "A" of this Service Agreement.
- 3.2 Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in: (i) the rates and charges applicable to service pursuant to Transporter's Rate Schedule PAL; (ii) the terms and conditions of service for Transporter's Rate Schedule PAL pursuant to which service hereunder is rendered; and/or (iii) any

provision of the GT&C applicable to service under Rate Schedule PAL. Transporter agrees that Shipper may protest or contest the aforementioned filings or may seek authorization from duly constituted regulatory authorities for such adjustments to Transporter's Tariff as may be necessary to ensure that the provisions in (i), (ii), and (iii) above are consistent with the regulatory law and policy.

#### ARTICLE IV RESERVATIONS

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

#### ARTICLE V GOVERNMENTAL AUTHORIZATIONS

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

#### ARTICLE VI NOTICES

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

#### ARTICLE VII NONRECOURSE OBLIGATION OF LIMITED LIABILITY COMPANY MEMBERS AND OPERATOR

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

#### ARTICLE VIII INTERPRETATION

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

ARTICLE IX  
FURTHER AGREEMENT

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

ARTICLE X  
CANCELLATION OF PRIOR CONTRACT(S)

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

ARTICLE XI

EXHIBIT "A" OF SERVICE AGREEMENT, RATE SCHEDULES AND  
GENERAL TERMS AND CONDITIONS

Shipper shall initiate a request for interruptible park and loan service by executing and delivering to Transporter one or more Exhibit(s) "A". Upon execution by Transporter, Shipper's Exhibit(s) "A" shall be incorporated in and made a part hereof.

Transporter's Rate Schedule PAL and General Terms and Conditions, which are on file with the Federal Energy Regulatory Commission and in effect, and Exhibit(s) "A" hereto are all applicable to this Service Agreement and are hereby incorporated in, and made a part of, this Service Agreement.

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

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

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_ (SHIPPER)

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



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

\*\*If this Exhibit A is at a Negotiated Rate, ~~attach an explanation~~ see description below.

Description of Negotiated Rate:

\_\_\_\_\_

This Exhibit "A" is made and entered into as of \_\_\_\_\_, 20\_\_.

Agreement No. \_\_\_\_\_

Dealbook No. \_\_\_\_\_

The commencement of service effective date of this Exhibit "A" is \_\_\_\_\_ through the termination of service date of \_\_\_\_\_.

Agreement No. \_\_\_\_\_