



October 31, 2014

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

ANR Pipeline Company
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Houston, Texas 77002-2761

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Director, Rates & Tariffs

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Re: ANR Pipeline Company
Negotiated Rate Agreements
Docket No. RP15-_____ -

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 ANR Pipeline Company (“ANR”) hereby tenders 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 certain tariff records that include three (3) negotiated rate service agreements and three (3) negotiated rate service amendments, all of which are included as Appendix A.² ANR respectfully requests that the Commission approve the tariff section, Agreements, and Amendments to become effective November 1, 2014.

The names, titles, mailing addresses, and telephone numbers of those persons to whom correspondence and communications concerning this filing should be addressed are as follows:

¹ 18 C.F.R. Part 154 (2014).

² *Electronic Tariff Filings*, 124 FERC ¶ 61,270 (2008) (“Order No. 714”). Order No. 714 at P 42. Order No. 714 states that “Negotiated rate agreements... need not be divided, but can be filed as entire documents.” The tariff records include one (1) Rate Schedule ETS and two (2) Rate Schedule FTS-1 agreements (collectively, “Agreements”), and one (1) Rate Schedule FTS-3 and two (2) Rate Schedule ETS agreement amendments (collectively, “Amendments”). ANR has elected to file the Agreements and Amendments included herein as whole documents, in PDF format.

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Statement of the Nature, Reasons and Basis for Filing

On May 28, 1999, in Docket No. RP99-301-000,³ the Commission approved tariff section 6.27 of the General Terms and Conditions of ANR's Tariff, which authorized ANR to enter into negotiated rate agreements with its customers.

In accordance with tariff section 6.27, paragraph 2, ANR is submitting for filing the referenced Agreements and Amendments. ANR advises that no undisclosed agreements, etc., are linked to the Agreements and Amendments.⁴ Furthermore, the Agreements and two (2) of the three (3) Amendments included in the instant filing do not contain any provision that is either non-conforming or a material deviation from the applicable Form of Service Agreement in ANR's Tariff.⁵ However, amended Wisconsin Gas Contract No. 108014 included herein was previously filed and accepted as a negotiated rate agreement containing non-conforming provisions in Docket No. RP13-1366-000.⁶

³ *ANR Pipeline Company*, 87 FERC ¶ 61,241 (1999).

⁴ ANR has elected to report the Agreements and Amendments by filing them in accordance with section 6.27 of the General Terms and Conditions of its Tariff. The Agreements and Amendments provide all of the information required by section 6.27 of ANR's 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.

⁵ Specifically, Part 7.1 – Service Agreements, Transporter's Firm Rate Schedules.

⁶ *ANR Pipeline Company*, Docket No. RP13-1366-000 (October 23, 2013) (unpublished Directors Letter Order). Wisconsin Gas Contract No. 108014 was amended only to reflect a revised receipt point. The non-conforming provisions previously accepted by the Commission in Docket No. RP13-1366-000 remain unchanged.

Agreements

ANR hereby submits the Agreements, as more fully described below:

- ANR is filing Nexen Marketing U.S.A. Inc. (“Nexen”) Contract No. 113537 as a Rate Schedule FTS-1 (“FTS-1”) negotiated rate service agreement because the parties have agreed that the rate components for the Primary Route MDQ as listed in the Primary Route Exhibit shall include a Fixed Monthly Reservation Rate of \$4.2500 per Dth and the applicable Commodity Rate. This rate shall be inclusive of any other applicable fees or surcharges in accordance with ANR’s Tariff. Contract No. 113537 is included in Appendix A as tariff record 8.35.⁷
- ANR is filing Nexen Contract No. 113544 as an FTS-1 negotiated rate service agreement because the parties have agreed that the rate components for the Primary Route MDQ as listed in the Primary Route Exhibit shall include a Fixed Monthly Reservation Rate of \$4.2500 per Dth and the applicable Commodity Rate. This rate shall be inclusive of any other applicable fees or surcharges in accordance with ANR’s Tariff. Contract No. 113544 is included in Appendix A as tariff record 8.36.⁸
- ANR is filing Wisconsin Gas LLC (“Wisconsin Gas”) Contract No. 124960 as a Rate Schedule ETS (“ETS”) negotiated rate service agreement because the parties have agreed that the rate components for the Primary Route MDQ as listed in the Primary Route Exhibit and secondary receipts/deliveries as listed below shall include a Fixed Monthly Reservation Rate of \$4.8580 per Dth and a Fixed Commodity Rate of \$0.0075. This rate shall be inclusive of any other fees or surcharges in accordance with ANR’s Tariff. Contract No. 124960 is included in Appendix A as tariff record 8.37.

Amendments

ANR is filing the Amendments to reflect revisions to two (2) negotiated rate agreements between ANR and Wisconsin Gas, and one (1) negotiated rate agreement between ANR and Wisconsin Power and Light (“WPL”), as more fully described below:

- ANR has agreed to allow Wisconsin Gas to change its primary receipt point for ETS negotiated rate Contract No. 108014 to Will County/INT #246067 effective November 1,

⁷ On May 21, 2010, in Docket No. RP10-753-000, Nexen and J. Aron & Company (“J. Aron”) (collectively, the “Petitioners”) filed a Joint Petition for Temporary Waivers of Capacity Release Regulations and Related Pipeline Tariff Provisions. Petitioners filed for the waivers in order to facilitate Nexen’s exit of its U.S. physical natural gas marketing and trading business by the transfer of its related assets as an integrated package to J. Aron. The Nexen contract described herein is included in the schedule of transportation contracts that are to be transferred effective as of the “Closing Date” as defined in the Business Sale Agreement between Nexen and J. Aron. That agreement specified August 1, 2010, as the Closing Date if certain conditions were satisfied, including the waivers sought by the Petitioners in Docket No. RP10-753-000. On June 29, 2010, the Commission granted the Petitioners’ request for the temporary waivers (*Petitioners*, 131 FERC ¶ 61,282) (2010).

⁸ *Ibid.*

2014, and has updated the Primary Route Exhibit to reflect this change. Contract No. 108014 is included in Appendix A as tariff record 9.27.⁹

- ANR has agreed to allow Wisconsin Gas to decrease the contract Maximum Daily Quantity for ETS negotiated rate Contract No. 111297 by 19,078 Dth effective November 1, 2014, and update the Primary Route Exhibit to reflect this change. The 19,078 Dth MDQ reduction in this contract is being transferred to Wisconsin Gas' new ETS negotiated rate Contract No. 124960, submitted herein and included in Appendix A as tariff record 8.37. Contract No. 111297 is included in Appendix A as tariff record 8.38.¹⁰
- ANR has agreed to allow WPL to increase the contract Maximum Daily Quantity for FTS-3 negotiated rate Contract No. 112565 and change from a 16-hour to a 20-hour service effective November 1, 2014, and update the Primary Route Exhibit to reflect these change. Contract No. 112565 is included in Appendix A as tariff record 8.34.¹¹

To conform with Order No. 714, ANR is submitting the Agreements and Amendments¹² individually and in their entirety as tariff records. Each tariff record includes the original agreement and any subsequent amendments, and excludes any superseded or expired amendments. A marked version of the Amendments is provided in Appendix C. Additionally, revised Section 1 - Table of Contents is submitted herein at Appendix A to reflect the housing of the tariff records in ANR's Tariff. ANR is requesting that the Commission approve the tariff section, Agreements (Appendix A tariff records 8.35, 8.36, and 8.37), and Amendments (Appendix A tariff records 8.34, 8.38, and 9.27), to become effective November 1, 2014.

⁹ ANR originally filed ETS Contract No. 108014 with the Commission as an agreement containing negotiated rates in *ANR Pipeline Company*, Docket No. RP99-301-054 (September 5, 2002) (unpublished Director's Letter Order). Subsequently, Contract No. 108014 was filed with the Commission to amend its primary receipt point in *ANR Pipeline Company*, Docket No. RP14-138-000 (November 21, 2013) (unpublished Director's Letter Order). The tariff record 9.27 submitted herein at Appendix A supersedes the tariff record previously filed, in its entirety.

¹⁰ ANR originally filed ETS Contract No. 111297 with the Commission as an agreement containing negotiated rates in *ANR Pipeline Company*, Docket No. RP99-301-140 (April 12, 2006) (unpublished Director's Letter Order).

¹¹ ANR originally filed FTS-3 Contract No. 112565 with the Commission as a service agreement containing negotiated rates in *ANR Pipeline Company*, Docket No. RP99-301-171 (October 16, 2007) (unpublished Director's Letter Order). Subsequently, Contract No. 112565 was filed with the Commission to extend the term and amend the negotiated rate in *ANR Pipeline Company*, Docket No. RP14-995-000 (June 13, 2014) (unpublished Director's Letter Order). The tariff record 8.34 submitted herein at Appendix A supersedes the tariff record previously filed, in its entirety.

¹² Order No. 714 at P 13. Order No. 714 states that "...all new...agreements must be filed using the standards. Existing agreements need to be filed electronically only when they are revised."

Effective Date and Request for Waiver

ANR respectfully requests that the Commission approve the tariff section, Agreements, and Amendments included in Appendix A to become effective November 1, 2014, and respectfully requests waiver of Section 154.207 of the Commission's regulations to allow for this effective date.¹³

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 and Order No. 714, ANR is submitting the following XML filing package, which includes:

1. This transmittal letter;
2. A clean tariff section, and tariff records (Appendix A);
3. A marked tariff section (Appendix B); and
4. Marked versions of the Amendments (Appendix C).

Certificate of Service

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

Pursuant to Section 385.2005 and Section 385.2011(c) (5), 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. The undersigned possesses full power and authority to sign such filing.

¹³ 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").

Any questions regarding this filing may be directed to Joan Collins at (832) 320-5651.

Respectfully submitted,

ANR PIPELINE COMPANY

A handwritten signature in black ink that reads "John A. Roscher". The signature is written in a cursive style and is positioned above a solid horizontal line.

John A. Roscher
Director, Rates & Tariffs

Enclosures

Appendix A

ANR Pipeline Company FERC Gas Tariff, Third Revised Volume No. 1

Clean Tariff

<u>Tariff Section</u>	<u>Version</u>
1 – TABLE OF CONTENTS	v.30.0.0

Tariff Records

Section 8 – Negotiated Rate Agreements

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8.35	Nexen Marketing U.S.A. Inc.	FTS-1	#113537	v.0.0.0
8.36	Nexen Marketing U.S.A. Inc.	FTS-1	#113544	v.0.0.0
8.37	Wisconsin Gas LLC	ETS	#124960	v.0.0.0
8.38	Wisconsin Gas LLC	ETS	#111297	v.0.0.0

Section 9 - Non-Conforming Agreements with Negotiated Rates

9.27	Wisconsin Gas LLC	ETS	#108014	v.2.0.0
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Firm Transportation Service Agreement
Rate Schedule FTS-3

Wisconsin Power and Light Company
(#112565)

Agreement Effective Date: November 1, 2007
Amendment No. 02 Effective Date: January 1, 2013
Amendment No. 03 Effective Date: June 1, 2014
Amendment No. 04 Effective Date: November 1, 2014

Date: May 24, 2006

Contract No.: 112565

FTS - 3 SERVICE AGREEMENT

This AGREEMENT is entered into by ANR PIPELINE COMPANY (Transporter) and WISCONSIN POWER & LIGHT CO. (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, together with the terms and conditions of Transporter's applicable Rate Schedule and General Terms and Conditions of Transporter's FERC Gas Tariff constitute the transportation service to be provided and the rights and obligations of Shipper and Transporter.

1. **AUTHORITY FOR TRANSPORTATION SERVICE:**
(284B = Section 311; 284G = Blanket)

284G

2. **RATE SCHEDULE:** Firm Transportation Service (FTS - 3)
3. **CONTRACT QUANTITIES:**

Primary Route- See Exhibit attached hereto

Such contract quantities shall be reduced for scheduling purposes, but not for billing purposes, by the Contract Quantities that Shipper has released through Transporter's capacity release program for the period of any release.

4. **TERM OF AGREEMENT:**

Nov 01, 2007 to

May 31, 2014

Date: May 24, 2006

Contract No.: 112565

5. **RATES:**

Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter and Shipper have agreed otherwise as referenced in the Further Agreement Section of this Agreement.

It is further agreed that Transporter may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Transporter's FERC Gas Tariff, and Transporter shall have the right to place such changes in effect in accordance with the Natural Gas Act. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission order. Nothing contained herein shall be construed to deny Shipper any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest increased rates in whole or in part.

6. **INCORPORATION BY REFERENCE:**

The provisions of Transporter's applicable Rate Schedule and the General Terms and Conditions of Transporter's FERC Gas Tariff are specifically incorporated herein by reference and made a part hereof.

7. **NOTICES:**

All notices can be given by telephone or other electronic means, however, such notices shall be confirmed in writing at the addresses below or through GEMS[™]. Shipper and Transporter may change the addresses below by written notice to the other without the necessity of amending this Agreement:

TRANSPORTER:

ANR PIPELINE COMPANY
1001 LOUISIANA STREET
HOUSTON, TX 77002
Attention: TRANSPORTATION SERVICES

Date: May 24, 2006

Contract No.: 112565

SHIPPER:

WISCONSIN POWER & LIGHT CO.
4902 N. BILTMORE LANE
MADISON, WI 53718
Attention: JEFF HICKEN

Telephone: 608-458-3173
Fax: 608-458-3130

INVOICES AND STATEMENTS:

WISCONSIN POWER & LIGHT CO.
4902 N. BILTMORE LANE
MADISON, WI 53718
Attention: NANCY CALDWELL

Telephone: 608-458-5780
Fax: 608-458-3130

8. FURTHER AGREEMENT:

- A. For the winter period, the rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipt/deliveries as listed below shall be fixed at a Capacity reservation charge of \$.0699/dth, plus a Deliverability reservation charge of \$2.125/dth plus Commodity rate of \$.0075/dth for the life of the contract irrespective of ANR's maximum tariff rates under Rate Schedule FTS-3 (equivalent on a daily basis to a 100% Load Factor Rate of \$0.1819 per dth). This rate shall be inclusive of Dakota Surcharge, transition Costs, and any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged ACA and Transporter's Use (Fuel) in accordance with Transporter's FERC Gas Tariff. Shipper shall not be charged for GRI surcharges, unless and to the extent that Transporter is required to collect and/or remit such charges to GRI.

Secondary Receipt(s): All points within the Joliet Hub
Secondary Delivery(ies): All points in the State of Wisconsin, ANR Pipeline Storage Facilities (153808), Willow Run (42078) and Stag Lake (22992)

Date: May 24, 2006

Contract No.: 112565

For the summer period, the rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipt/deliveries as listed below shall be fixed at a Capacity reservation charge of \$.0550/dth, plus a Deliverability reservation charge of \$1.00/dth plus Commodity rate of \$.0277/dth for the life of the contract irrespective of ANR's maximum tariff rates under Rate Schedule FTS-3 (equivalent on a daily basis to a 100% Load Factor Rate of \$0.1325 per dth). This rate shall be inclusive of Dakota Surcharge, transition Costs, and any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged ACA and Transporter's Use (Fuel) in accordance with Transporter's FERC Gas Tariff. Shipper shall not be charged for GRI surcharges, unless and to the extent that Transporter is required to collect and/or remit such charges to GRI.

Secondary Receipt(s): All points within the Joliet Hub
Secondary Delivery(ies): All points in the State of Wisconsin, ANR Pipeline Storage Facilities (153808), Willow Run (42078) and Stag Lake (22992)

The Maximum Hourly Quantity of this Agreement shall be 1/16 so that WPL shall have the right to takes its full Maximum Daily Quantity over a sixteen hour period. WPL has no need for the enhanced rights available under Section 5 "Variation of Deliveries" of Rate Schedule FTS-3 because WPL is also taking increased NNS service that will be used in association with this Agreement and the NNS service provides similar rights. Thus, as part of the consideration for the above negotiated rates, WPL agrees to forgo all the rights under Section 5 of Rate Schedule FTS-3 that are above the generally available swing rights described in Section 1.62 of General Terms and Conditions of ANR's tariff. WPL will, however, still have the same rights described in Section 1.62 as any shipper would taking service under Rate Schedules FTS-1 or ETS. In addition, as further consideration and in light of the conditions of its pressure assurance in Section 8.C. below, WPL agrees that it will forego all rights under Section 4 "Short Notice Start-Up and Shut-Down" of Rate Schedule FTS-3.

In addition to the transportation service under this Agreement, ANR is also agreeing to add Tiffany East to WPL's aggregation Delivery Group ("WISC POWER-GRP 1") upon WPL providing its good faith estimate of the portions of its Maximum Daily Quantity of Rate Schedule ETS service that it will take at the different points in the aggregation group. WPL further agrees that in using the enlarged aggregated Delivery Point, it has no right to take firm service at Tiffany East under its contracted Rate Schedule ETS service at a level that exceeds the physical limits of the new Tiffany East delivery point minus the contracted level of service having Tiffany East as a primary delivery point. In this case, (5.00 MDth/hr - 3.75 MDth/hr) or 1.25 MDth/hr.

Date: May 24, 2006

Contract No.: 112565

B. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-3 service. In addition, Shipper shall be charged ACA, Transporter's Use, Dakota Surcharge, Transition Costs and any other fees or surcharges under Transporter's FERC Gas Tariff.

C. Transporter and Shipper understand and agree that if all the conditions and limitations detailed below are met that Transporter will deliver gas to the Tiffany East Gate Station for Shipper at a static pressure of 550 PSIG or above.

- The sum of the maximum hourly flow at Beloit, North Beloit, Tiffany, and Tiffany East shall not exceed 6,525 Dth/h.
- The sum of the maximum hourly flow at Beloit, and North Beloit shall not exceed 2,770 Dth/h.
- The maximum daily quantity at Beloit, North Beloit, Tiffany, and Tiffany East shall not exceed 110 mmscfd.
- Shipper shall inform Transporter's Gas Control at least 24 hours prior to their scheduled use of the Riverside Plant. In addition, Shipper shall provide Transporter's Gas Control with an estimated hourly profile of "burn rates" for the Riverside Plant at least 12 hours prior to the scheduled start up.

Further, if new gate stations are added on the Beloit lateral in the future, Transporter has the right to amend this contract.

D. In the event that ANR, absent force majeure conditions, cannot maintain this pressure commitment, as measured at the Tiffany East Gate Station, then ANR shall compensate WPL as WPL's the sole exclusive remedy, under the following provisions:

- a. ANR shall compensate WPL for any increase in the commodity cost by the use of any No. 2 Fuel Oil to run the Riverside Energy Center for up to the remainder of the gas day in replacement of the gas that would have been provided under the firm service, agreed to herein;
- b. The increase in costs, if any, shall be measured by subtracting the value of the gas that would have been used from the value of the No. 2 Fuel Oil actually used;

Date: May 24, 2006

Contract No.: 112565

- c. The value of the No. 2 Fuel Oil shall be based on the price quoted by Fauser Energy Resources for delivery of No. 2 Fuel Oil to the Riverside Energy Center on the date used. To the extent that WPL contracts for a new supplier then price quotes from that supplier may be used. However, to the extent that price quotes from Fauser Energy Resources or any later supplier do not reasonably compare to relevant indexes for No. 2 Fuel Oil then the parties shall agree to substitute a more relevant index. In such an event, pending an agreement on such an index, ANR may temporarily substitute an index of its choosing for the calculation performed in Provision b above. Any payment made under such index selected by ANR shall be subsequently trued up to reflect the price as determined by the agreed upon index;
- d. The value of the gas shall be based on the index price for gas on the date used, as published in Gas Daily for ANR ML-7;
- e. WPL must inform ANR's Gas Control as soon as possible, but no later than 2 hours after experiencing any low pressure condition at the Riverside Energy Center;
- f. WPL shall provide ANR with an invoice showing the No. 2 Fuel Oil burned within ten (10) days; and
- g. ANR shall have the right to audit WPL's records and books as necessary to validate any invoices.

Date: May 24, 2006

Contract No.: 112565

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives there unto duly authorized to be effective as of the date stated above.

SHIPPER: WISCONSIN POWER & LIGHT CO.

By: [Signature]
Title: Mgr Gas Trading
Date: 6/7/06

TRANSPORTER: ANR PIPELINE COMPANY

By: [Signature]
Title: Agent and Attorney-in-Fact
Date: 7/6/06

*Joseph Smed
EB 7/5/06*

Contract No: 112565
Amendment No: 02

AMENDMENT

Date: December 19, 2012

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN POWER AND LIGHT COMPANY

FTS-3 Contract No. 112565 dated May 24, 2006 ("Agreement") between Transporter and Shipper is amended effective January 01, 2013 as follows:

Shipper and Transporter have agreed to amend and restate Section 5. RATES and Section 8. FURTHER AGREEMENT in its entirety and replace with the following:

5. RATES:

Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter and Shipper have agreed otherwise as provided herein.

It is further agreed that Transporter may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Transporter's FERC Gas Tariff, and Transporter shall have the right to place such changes in effect in accordance with the Natural Gas Act. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission order. Nothing contained herein shall be construed to deny Shipper any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest changes in rates in whole or in part.

- A. For the Winter Period, the rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipt/deliveries as listed below shall be fixed at a Capacity reservation charge of \$.0699/dth, plus a Deliverability reservation charge of \$2.125/dth plus Commodity rate of \$.0075/dth for the life of the contract irrespective of ANR's maximum tariff rates under Rate Schedule FTS-3 (equivalent on a daily basis to a 100% Load Factor Rate of \$0.1819 per dth). This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel%) and EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.

Secondary Receipt(s): All points within the Joliet Hub
Secondary Delivery(ies): All points in the State of Wisconsin, ANR Pipeline Storage Facilities (153808), Willow Run (42078) and Stag Lake (22992)

Contract No: 112565
Amendment No: 02

For the Summer Period, the rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipt/deliveries as listed below shall be fixed at a Capacity reservation charge of \$.0550/dth, plus a Deliverability reservation charge of \$1.0410/dth plus Commodity rate of \$.0277/dth for the life of the contract irrespective of ANR's maximum tariff rates under Rate Schedule FTS-3 (equivalent on a daily basis to a 100% Load Factor Rate of \$0.1340 per dth). This rate shall be inclusive of any other fees or surcharges under Transporter's Tariff. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel%) and EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.

Secondary Receipt(s): All points within the Joliet Hub
Secondary Delivery(ies): All points in the State of Wisconsin, ANR Pipeline Storage Facilities (153808), Willow Run (42078) and Stag Lake (22992)

- B. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-3 service. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %), EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.

8. **FURTHER AGREEMENT:**

- A. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.

- B. Pursuant to Section 6.11 of Transporter's Tariff, Transporter and Shipper have mutually agreed to receipt and/or delivery pressure commitment(s) as stipulated herein:

Transporter and Shipper understand and agree that if all the conditions and limitations detailed below are met that Transporter will deliver gas to the Tiffany East Gate Station for Shipper at a static pressure of 550 PSIG or above.

The sum of the maximum hourly flow at Beloit, North Beloit, Tiffany, and Tiffany East shall not exceed 6,525 Dth/h.

The sum of the maximum hourly flow at Beloit, and North Beloit shall not exceed 2,770 Dth/h.

The maximum daily quantity at Beloit, North Beloit, Tiffany, and Tiffany East shall not exceed 110 mmscfd.


Shipper shall inform Transporter's Gas Control at least 24 hours prior to their scheduled use of the Riverside Plant. In addition, Shipper shall provide Transporter's Gas Control with an estimated hourly profile of "burn rates" for the Riverside Plant at least 12 hours prior to the scheduled start up.

Further, if new gate stations are added on the Beloit lateral in the future, Transporter has the right to amend this contract.


Contract No: 112565
Amendment No: 02

All other terms and conditions of the Agreement shall remain in full force and effect.

WISCONSIN POWER AND LIGHT COMPANY
"Shipper"

By: 
Title: Jeff Hicken
Date: 12/28/12
Manager, Gas Trading and Dispatch

ANR PIPELINE COMPANY
"Transporter"

By: 
Title: Director, - Commercial Services
Date: 1/3/13

12/28/12
cc 1/3/13

Contract No: 112565
Amendment No: 03

AMENDMENT

Date: January 10, 2014

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN POWER AND LIGHT COMPANY

FTS-3 Contract No. 112565 dated May 24, 2006 ("Agreement") between Transporter and Shipper is amended effective June 01, 2014 as follows:

4. **TERM OF AGREEMENT:** (amended and restated in its entirety)

November 01, 2007 to

March 31, 2018

5. **RATES:**

Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter and Shipper have agreed otherwise as provided herein.

It is further agreed that Transporter may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Transporter's Tariff, and Transporter shall have the right to place such changes in effect in accordance with the Natural Gas Act. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission order. Nothing contained herein shall be construed to deny Shipper any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest changes in rates in whole or in part.

- A. For the time period of June 1, 2014 through October 31, 2014, the rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipt/deliveries as listed below shall be fixed at a Capacity Reservation charge of \$.0550/dth, plus a fixed Deliverability Reservation charge of \$1.0410/dth plus a fixed Commodity rate of \$.0277/dth. This rate shall be inclusive of any other fees or surcharges under Transporter's Tariff. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel%) and EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.

Secondary Receipt(s): All points within the Joliet Hub and ANR Pipeline Storage Facilities (153808)
Secondary Delivery(ies): All points in the State of Wisconsin, ANR Pipeline Storage Facilities (153808), Willow Run (42078) and Stag Lake (22992)

Contract No: 112565
Amendment No: 03

For the time period of November 1, 2014 through December 31, 2014, the rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipt/deliveries as listed below shall be fixed at a Capacity Reservation charge of \$.0699/dth, plus a fixed Deliverability Reservation charge of \$2.125/dth plus a fixed Commodity rate of \$.0075/dth. This rate shall be inclusive of any other fees or surcharges under Transporter's Tariff. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel%) and EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.

Secondary Receipt(s): All points within the Joliet Hub
Secondary Delivery(ies): All points in the State of Wisconsin, ANR Pipeline Storage Facilities (153808)

For the time period of January 1, 2015 through March 31, 2018, the rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be at current Maximum Tariff Rates, with the Deliverability Reservation charge capped at a rate not to exceed \$2.1250/dth plus the Capacity Reservation charge capped at a rate not to exceed \$0.0699/dth, plus the Applicable Commodity rate. This rate shall be inclusive of any other fees or surcharges under Transporter's Tariff. In addition, Shipper shall be charged any applicable ACA Transporter's Use (Fuel) and any other applicable governmental surcharge in accordance with Transporter's Tariff.

Secondary Receipt(s): All points within the Joliet Hub, ANRPL Pipeline Storage Facilities (153808) (for the summer periods only)

Secondary Delivery(ies): Menasha (269472), Fond du Lac Central (139402) and Sheboygan Falls (439345)

- B. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-3 service. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %), EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.

Contract No: 112565
Amendment No: 03

All other terms and conditions of the Agreement shall remain in full force and effect.

WISCONSIN POWER AND LIGHT COMPANY

"Shipper"

By: 

Title: Jeff Hicken

Date: Manager, Gas Trading 1/29/14
and Dispatch

ANR PIPELINE COMPANY

"Transporter"

By: 

Title: Director, Commercial Services

Date: 2/3/14

40 1/30/14
BEB 1/30/14
ce 1/31/14

Contract No: 112565
Amendment No: 04

AMENDMENT

Date: May 08, 2014

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN POWER AND LIGHT COMPANY

FTS-3 Contract No. 112565 dated May 24, 2006 ("Agreement") between Transporter and Shipper is amended effective November 01, 2014 as follows:

Shipper and Transporter have agreed to increase the MDQ under this Agreement and change service from 16 hour to a 20 hour service. An updated Primary Route Exhibit reflecting these changes is attached.

All other terms and conditions of the Agreement shall remain in full force and effect.

WISCONSIN POWER AND LIGHT COMPANY

"Shipper"

By: Jeff Eze

Title: Mgr - Gas Trading

Date: 5/9/14

ANR PIPELINE COMPANY

"Transporter"

By: Joseph E. Pollard

Title: Director, Commercial Services

Date: 5/29/14

~~0730~~ 5/8/14

LD 5/28/14
CW 5/28/14

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN POWER AND LIGHT COMPANY (Shipper)

Contract No: 112565
Rate Schedule: FTS-3
Contract Date: May 24, 2006
Amendment Date: May 08, 2014

Receipt Location	Delivery Location	Annual MDQ/ MHQ (DTH)	Winter MDQ/ MHQ (DTH)	Summer MDQ/ MHQ (DTH)
153808	384134	40000 2000	0 0	0 0
ANRPL STORAGE FACILITIES FROM: November 01, 2017	TIFFANY EAST TO: March 31, 2018			
243097	384134	50000 2500	0 0	0 0
ANR JOLIET HUB FROM: April 01, 2017	TIFFANY EAST TO: October 31, 2017			
153808	384134	40000 2000	0 0	0 0
ANRPL STORAGE FACILITIES FROM: November 01, 2016	TIFFANY EAST TO: March 31, 2017			
243097	384134	50000 2500	0 0	0 0
ANR JOLIET HUB FROM: April 01, 2016	TIFFANY EAST TO: October 31, 2016			
153808	384134	40000 2000	0 0	0 0
ANRPL STORAGE FACILITIES FROM: November 01, 2015	TIFFANY EAST TO: March 31, 2016			
243097	384134	50000 2500	0 0	0 0
ANR JOLIET HUB FROM: April 01, 2015	TIFFANY EAST TO: October 31, 2015			
153808	384134	40000 2000	0 0	0 0
ANRPL STORAGE FACILITIES FROM: January 01, 2015	TIFFANY EAST TO: March 31, 2015			
153808	384134	42500 2125	0 0	0 0
ANRPL STORAGE FACILITIES FROM: November 01, 2014	TIFFANY EAST TO: December 31, 2014			
243097	384134	40000	0	0

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN POWER AND LIGHT COMPANY (Shipper)

Contract No: 112565
Rate Schedule: FTS-3
Contract Date: May 24, 2006
Amendment Date: May 08, 2014

Receipt Location	Delivery Location	Annual MDQ/ MHQ (DTH)	Winter MDQ/ MHQ (DTH)	Summer MDQ/ MHQ (DTH)
ANR JOLIET HUB FROM: June 01, 2014	TIFFANY EAST TO: October 31, 2014	2500	0	0
243097	384134	40000 2500	0 0	0 0
ANR JOLIET HUB FROM: April 01, 2014	TIFFANY EAST TO: May 31, 2014			
153808	384134	32500 2031	0 0	0 0
ANRPL STORAGE FACILITIES FROM: November 01, 2013	TIFFANY EAST TO: March 31, 2014			
243097	384134	40000 2500	0 0	0 0
ANR JOLIET HUB FROM: April 01, 2013	TIFFANY EAST TO: October 31, 2013			
153808	384134	32500 2031	0 0	0 0
ANRPL STORAGE FACILITIES FROM: November 01, 2012	TIFFANY EAST TO: March 31, 2013			
243097	384134	40000 2500	0 0	0 0
ANR JOLIET HUB FROM: April 01, 2012	TIFFANY EAST TO: October 31, 2012			
153808	384134	32500 2031	0 0	0 0
ANRPL STORAGE FACILITIES FROM: November 01, 2011	TIFFANY EAST TO: March 31, 2012			
243097	384134	40000 2500	0 0	0 0
ANR JOLIET HUB FROM: April 01, 2011	TIFFANY EAST TO: October 31, 2011			
153808	384134	32500 2031	0 0	0 0
ANRPL STORAGE FACILITIES	TIFFANY EAST			

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN POWER AND LIGHT COMPANY (Shipper)

Contract No: 112565
Rate Schedule: FTS-3
Contract Date: May 24, 2006
Amendment Date: May 08, 2014

Receipt Location	Delivery Location	Annual MDQ/ MHQ (DTH)	Winter MDQ/ MHQ (DTH)	Summer MDQ/ MHQ (DTH)
FROM: November 01, 2010	TO: March 31, 2011			
243097	384134	40000 2500	0 0	0 0
ANR JOLIET HUB FROM: April 01, 2010	TIFFANY EAST TO: October 31, 2010			
153808	384134	32500 2031	0 0	0 0
ANRPL STORAGE FACILITIES FROM: November 01, 2009	TIFFANY EAST TO: March 31, 2010			
243097	384134	40000 2500	0 0	0 0
ANR JOLIET HUB FROM: April 01, 2009	TIFFANY EAST TO: October 31, 2009			
153808	384134	40000 2500	0 0	0 0
ANRPL STORAGE FACILITIES FROM: November 01, 2008	TIFFANY EAST TO: March 31, 2009			
243097	384134	40000 2500	0 0	0 0
ANR JOLIET HUB FROM: April 01, 2008	TIFFANY EAST TO: October 31, 2008			
153808	384134	40000 2500	0 0	0 0
ANRPL STORAGE FACILITIES FROM: November 01, 2007	TIFFANY EAST TO: March 31, 2008			

Firm Transportation Service Agreement
Rate Schedule FTS-1

Nexen Marketing U.S.A. Inc.
(#113537)

Agreement Effective Date: November 1, 2014

Date: July 11, 2007

Contract No.: 113537

FTS - 1 SERVICE AGREEMENT

This AGREEMENT is entered into by ANR PIPELINE COMPANY (Transporter) and NEXEN MARKETING U.S.A. 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, together with the terms and conditions of Transporter's applicable Rate Schedule and General Terms and Conditions of Transporter's FERC Gas Tariff constitute the transportation service to be provided and the rights and obligations of Shipper and Transporter.

1. **AUTHORITY FOR TRANSPORTATION SERVICE:**
(284B = Section 311; 284G = Blanket)

284G

2. **RATE SCHEDULE: Firm Transportation Service (FTS - 1)**

3. **CONTRACT QUANTITIES:**

Primary Route- See Exhibit attached hereto

Such contract quantities shall be reduced for scheduling purposes, but not for billing purposes, by the Contract Quantities that Shipper has released through Transporter's capacity release program for the period of any release.

4. **TERM OF AGREEMENT:**

November 01, 2014 to March 31, 2015

5. **RATES:**

Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter and Shipper have agreed otherwise as referenced in the Further Agreement Section of this Agreement.

It is further agreed that Transporter may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates,

Date: July 11, 2007

Contract No.: 113537

charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Transporter's FERC Gas Tariff, and Transporter shall have the right to place such changes in effect in accordance with the Natural Gas Act. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission order. Nothing contained herein shall be construed to deny Shipper any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest increased rates in whole or in part.

6. INCORPORATION BY REFERENCE:

The provisions of Transporter's applicable Rate Schedule and the General Terms and Conditions of Transporter's FERC Gas Tariff are specifically incorporated herein by reference and made a part hereof.

7. NOTICES:

All notices can be given by telephone or other electronic means, however, such notices shall be confirmed in writing at the addresses below or through GEMS_{tm}. Shipper and Transporter may change the addresses below by written notice to the other without the necessity of amending this Agreement:

TRANSPORTER:

ANR PIPELINE COMPANY
717 TEXAS AVENUE
HOUSTON, TX 77002
Attention: TRANSPORTATION SERVICES

Date: July 11, 2007

Contract No.: 113537

SHIPPER:

NEXEN MARKETING U.S.A. INC.
801 7TH AVE. SW
SUITE 1700
CALGARY ALBERTA, CD T2P 3P7
Attention: MERRILL SCHMITT

Telephone: 403-699-4090
Fax: 403-699-5752

INVOICES AND STATEMENTS:

NEXEN MARKETING U.S.A. INC.
801 7TH AVE. SW
SUITE 1700
CALGARY ALBERTA, CD T2P 3P7
Attention: GAS ACCOUNTING

Telephone: 403-699-4028
Fax: 403-699-5705

8. FURTHER AGREEMENT:

- A. The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be a Fixed Monthly Reservation Rate of \$4.25 per dth and the applicable Commodity Rate. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged any applicable ACA and Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) in accordance with Transporter's FERC Gas Tariff.

Secondary Receipt(s): None
Secondary Delivery(ies): None

- B. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be ANR's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-1 service. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) and any other fees or surcharges under Transporter's FERC Gas Tariff.

Date: July 11, 2007

Contract No.: 113537

C. In addition, if one rate component which was at or below the applicable Maximum Rate at the time this discount agreement was executed subsequently exceeds the applicable Maximum Rate due to a change in Transporter's Maximum Rates so that such rate component must be adjusted downward to equal the new applicable Maximum Rate, then other rate components may be adjusted upward to achieve the agreed overall rate, as long as none of the resulting rate components exceeds the Maximum Rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission Order accepts revised tariff sheet rates. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates that had been charged under a discount agreement exceeded rates, which ultimately are found to be just and reasonable.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives there unto duly authorized to be effective as of the date stated above.

SHIPPER: NEXEN MARKETING U.S.A. INC.

By: Chris J. Camirand

Title: Director, Marketing + Structured Products

Date: July 31, 2007

TRANSPORTER: ANR PIPELINE COMPANY

By: Joseph E. Pollard

Title: Agent and Attorney-in-Fact

Date: 8/6/07

adc 8/2/07
EJ 8/6/07

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND NEXEN MARKETING U.S.A. INC. (Shipper)

Contract No: 113537
Rate Schedule: FTS-1
Contract Date: July 11, 2007
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2014	243097 ANR JOLIET HUB TO: March 31, 2015	0	26712	0

Firm Transportation Service Agreement
Rate Schedule FTS-1

Nexen Marketing U.S.A. Inc.
(#113544)

Agreement Effective Date: November 1, 2014

Date: July 12, 2007

Contract No.: 113544

FTS - 1 SERVICE AGREEMENT

This AGREEMENT is entered into by ANR PIPELINE COMPANY (Transporter) and NEXEN MARKETING U.S.A. 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, together with the terms and conditions of Transporter's applicable Rate Schedule and General Terms and Conditions of Transporter's FERC Gas Tariff constitute the transportation service to be provided and the rights and obligations of Shipper and Transporter.

1. **AUTHORITY FOR TRANSPORTATION SERVICE:**
(284B = Section 311; 284G = Blanket)

284G

2. **RATE SCHEDULE: Firm Transportation Service (FTS - 1)**

3. **CONTRACT QUANTITIES:**

Primary Route- See Exhibit attached hereto

Such contract quantities shall be reduced for scheduling purposes, but not for billing purposes, by the Contract Quantities that Shipper has released through Transporter's capacity release program for the period of any release.

4. **TERM OF AGREEMENT:**

November 01, 2014 to March 31, 2015

5. **RATES:**

Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter and Shipper have agreed otherwise as referenced in the Further Agreement Section of this Agreement.

It is further agreed that Transporter may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates,

Date: July 12, 2007

Contract No.: 113544

charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Transporter's FERC Gas Tariff, and Transporter shall have the right to place such changes in effect in accordance with the Natural Gas Act. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission order. Nothing contained herein shall be construed to deny Shipper any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest increased rates in whole or in part.

6. INCORPORATION BY REFERENCE:

The provisions of Transporter's applicable Rate Schedule and the General Terms and Conditions of Transporter's FERC Gas Tariff are specifically incorporated herein by reference and made a part hereof.

7. NOTICES:

All notices can be given by telephone or other electronic means, however, such notices shall be confirmed in writing at the addresses below or through GEMStm. Shipper and Transporter may change the addresses below by written notice to the other without the necessity of amending this Agreement:

TRANSPORTER:

ANR PIPELINE COMPANY
717 TEXAS AVENUE
HOUSTON, TX 77002
Attention: TRANSPORTATION SERVICES

SHIPPER:

NEXEN MARKETING U.S.A. INC.
801 7TH AVE. SW
SUITE 1700
CALGARY ALBERTA, CD T2P 3P7
Attention: MERRILL SCHMITT

Telephone: 403-699-4090
Fax: 403-699-5752

Date: July 12, 2007

Contract No.: 113544

INVOICES AND STATEMENTS:

NEXEN MARKETING U.S.A. INC.
801 7TH AVE. SW
SUITE 1700
CALGARY ALBERTA, CD T2P 3P7
Attention: GAS ACCOUNTING

Telephone: 403-699-4028

Fax: 403-699-5705

8. FURTHER AGREEMENT:

A. The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be a Fixed Monthly Reservation Rate of \$4.25 per dth and the applicable Commodity Rate. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged any applicable ACA and Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) in accordance with Transporter's FERC Gas Tariff.

Secondary Receipt(s): None

Secondary Delivery(ies): None

B. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be ANR's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-1service. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) and any other fees or surcharges under Transporter's FERC Gas Tariff.

C. In addition, if one rate component which was at or below the applicable Maximum Rate at the time this discount agreement was executed subsequently exceeds the applicable Maximum Rate due to a change in Transporter's Maximum Rates so that such rate component must be adjusted downward to equal the new applicable Maximum Rate, then other rate components may be adjusted upward to achieve the agreed overall rate, as long as none of the resulting rate components exceeds the Maximum Rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission

Date: July 12, 2007

Contract No.: 113544

Order accepts revised tariff sheet rates. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates that had been charged under a discount agreement exceeded rates, which ultimately are found to be just and reasonable.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives there unto duly authorized to be effective as of the date stated above.

SHIPPER: NEXEN MARKETING U.S.A. INC.

By:

 Chris J. Camisano

Title:

Director, Marketing + Structured Products

Date:

July 31, 2007

TRANSPORTER: ANR PIPELINE COMPANY

By:

 Joseph E. Pollard

Title:

Agent and Attorney-in-Fact

Date:

8/6/07

s/2/07 adc.
CD 8/6/07

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND NEXEN MARKETING U.S.A. INC. (Shipper)

Contract No: 113544
Rate Schedule: FTS-1
Contract Date: July 12, 2007
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2014	243097 ANR JOLIET HUB TO: March 31, 2015	0	20000	0

Enhanced Transportation Service Agreement
Rate Schedule ETS

Wisconsin Gas LLC
(#124960)

Agreement Effective Date: November 1, 2014

Date: August 20, 2014

Contract No.: 124960

ETS SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and WISCONSIN GAS 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, together with the terms and conditions of Transporter's applicable Rate Schedule and General Terms and Conditions of Transporter's Tariff constitute the Transportation Service to be provided and the rights and obligations of Shipper and Transporter.

1. **AUTHORITY FOR TRANSPORTATION SERVICE:**

Pursuant to Part 284 of the Federal Energy Regulatory Commission's (FERC or Commission) Regulations.

2. **RATE SCHEDULE: Enhanced Transportation Service (ETS)**

3. **CONTRACT QUANTITIES:**

Primary Routes - see Exhibit attached hereto.

Such Contract Quantities shall be reduced for scheduling purposes, but not for billing purposes, by the Contract Quantities that Shipper has released through Transporter's capacity release program for the period of any release.

4. **TERM OF AGREEMENT:**

November 01, 2014 to

October 31, 2016

5. **RATES:**

Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter and Shipper have agreed otherwise as provided herein.

Date: August 20, 2014

Contract No.: 124960

It is further agreed that Transporter may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Transporter's Tariff, and Transporter shall have the right to place such changes in effect in accordance with the Natural Gas Act. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission order. Nothing contained herein shall be construed to deny Shipper any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest changes in rates in whole or in part.

- A. The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be a Fixed Monthly Reservation Rate of \$4.8580 per dth and a Fixed Commodity Rate of \$0.0075. This rate shall be inclusive of any other fees or surcharges under Transporter's Tariff. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %), EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.

Secondary Receipt(s): All ML 7 Receipts
Secondary Delivery(ies): All ML 7 Deliveries

- B. Shipper shall have the right to change the Primary Delivery Point in accordance with Transporter's Tariff as it may be in effect from time-to-time and Transporter further agrees that Shipper shall retain the Negotiated Rate set forth in Paragraph A above, provided Shipper is awarded its requested changed Delivery Point in accordance with Transporter's Tariff and Shipper changes its Primary Delivery Point to any Delivery Point within Transporter's ML-7 Zone.
- C. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under ETS service. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %), EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.

6. INCORPORATION BY REFERENCE:

The provisions of Transporter's applicable Rate Schedule and the General Terms and Conditions of Transporter's Tariff are specifically incorporated herein by reference and made a part hereof.

Date: August 20, 2014

Contract No.: 124960

7. NOTICES:

All notices can be given by telephone or other electronic means, however, such notice shall be confirmed in writing at the addresses below or through GEMS_{tm}. Shipper or Transporter may change the addresses below by written notice to the other without the necessity of amending this agreement:

TRANSPORTER:

ANR Pipeline Company
717 Texas Street, Suite 25000
Houston, Texas 77002-2761
Attention: Commercial Services

SHIPPER:

WISCONSIN GAS LLC
333 WEST EVERETT STREET -A308
MILWAUKEE, WI 53203
Attention: MARY ANN PRAGER

Telephone: 414-221-5204
FAX:

INVOICES AND STATEMENTS:

WISCONSIN GAS LLC
231 W MICHIGAN ST - PSB-P277
MILWAUKEE, WI 53203
Attention: GLORIA GRABARCZYK

Telephone: 414-221-2408
FAX: 262-523-7910

8. FURTHER AGREEMENT:

Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.

Date: August 20, 2014

Contract No.: 124960

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized to be effective as of the date stated above.

SHIPPER: WISCONSIN GAS LLC

By: *Scott C. Mesecha*

Title: Scott C. Mesecha

Date: Manager Gas Supply 09/19/14

TRANSPORTER: ANR PIPELINE COMPANY

By: *Joseph E. Pollard*

Title: Director, Commercial Services

Date: 9/24/14

DBB 9/10/14

*LO 9/19/14
cc 9/22/14*

**PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN GAS LLC (Shipper)**

Contract No: 124960
Rate Schedule: ETS
Contract Date: August 20, 2014
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
246067 WILL COUNTY INT FROM: November 01, 2014	139255 WISC GAS-GRP 1 TO: October 31, 2016	19078	0	0

Enhanced Transportation Service Agreement
Rate Schedule ETS

Wisconsin Gas LLC
(#111297)

Agreement Effective Date: November 1, 2006
Amendment No. 04 Effective Date: November 1, 2014

Date: January 06, 2005

Contract No.: 111297

ETS SERVICE AGREEMENT

This AGREEMENT is entered into by ANR PIPELINE COMPANY (Transporter) and WISCONSIN GAS 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, together with the terms and conditions of Transporter's applicable Rate Schedule and General Terms and Conditions of Transporter's FERC Gas Tariff constitute the transportation service to be provided and the rights and obligations of Shipper and Transporter.

1. **AUTHORITY FOR TRANSPORTATION SERVICE:**
(284B = Section 311; 284G = Blanket)

284G

2. **RATE SCHEDULE: Enhanced Transportation Service (ETS)**

3. **CONTRACT QUANTITIES:**

Primary Route - see Exhibit attached hereto.

Such Contract Quantities shall be reduced for scheduling purposes, but not for billing purposes, by the Contract Quantities that Shipper has released through Transporter's capacity release program for the period of any release.

4. **TERM OF AGREEMENT:**

The term of this Agreement shall be effective as of November 1, 2006, and shall continue in full force and effect through October 31, 2016; provided, however, Transporter shall be under no obligation to receive or to deliver any quantities of natural gas hereunder prior to the "Commencement Date." The "Commencement Date" shall be the later of November 1, 2006, or the in-service date of the Wisconsin 2006 Expansion Project facilities as described in FERC Docket No. CP05-364--000, which are necessary to provide the services hereunder. In no event shall the Commencement Date be prior to November 1, 2006, unless mutually agreed to in writing by Transporter and Shipper.

Date: January 06, 2005

Contract No.: 111297

5. RATES:

Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter and Shipper have agreed otherwise as referenced in the Further Agreement Section of this Agreement.

It is further agreed that Transporter may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Transporter's FERC Gas Tariff, and Transporter shall have the right to place such changes in effect in accordance with the Natural Gas Act. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission order. Nothing contained herein shall be construed to deny Shipper any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest changes in rates in whole or in part.

6. INCORPORATION BY REFERENCE:

The provisions of Transporter's applicable Rate Schedule and the General Terms and Conditions of Transporter's FERC Gas Tariff are specifically incorporated herein by reference and made a part hereof.

7. NOTICES:

All notices can be given by telephone or other electronic means, however, such notices shall be confirmed in writing at the addresses below or through GEMStm. Shipper and Transporter may change the addresses below by written notice to the other without the necessity of amending this Agreement:

TRANSPORTER:

ANR PIPELINE COMPANY
1001 LOUISIANA STREET
HOUSTON, TX 77002
Attention: TRANSPORTATION SERVICES

Date: January 06, 2005

Contract No.: 111297

SHIPPER:

WISCONSIN GAS LLC
333 WEST EVERETT STREET -A308
MILWAUKEE, WI 53203
Attention: RICHARD QUICK

Telephone: 414-221-5345
Fax: 414-221-5351

INVOICES AND STATEMENTS:

WISCONSIN GAS LLC
333 WEST EVERETT STREET -A308
MILWAUKEE, WI 53203
Attention: BOB PLATTETER

Telephone: 414-221-2895
Fax: 414-221-5351

8. FURTHER AGREEMENT:

- A. The rate for the Primary Route MDQ ("MDQ") as listed in the attached Primary Route Exhibit during the primary term hereof shall be a Fixed Monthly Reservation Rate of \$4.8580 per dth and a Fixed Commodity Rate of \$0.0075 per dth. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged ACA and Transporter's Use (Fuel) in accordance with Transporter's FERC Gas Tariff.
- B. Shipper shall have the right to change the Primary Delivery Point in accordance with Transporter's FERC Gas Tariff as it may be in effect from time-to-time and Transporter further agrees that Shipper shall retain the rates set forth in Paragraph 8.A above, provided Shipper is awarded its requested changed Delivery Point in accordance with Transporter's FERC Gas Tariff and Shipper changes its Primary Delivery Point to any Delivery Point within Transporter's ML-7 Zone.

Date: January 06, 2005

Contract No.: 111297

- C. For all transportation service under this Agreement, Shipper and any Replacement Shipper(s) shall have the right to utilize any Secondary Receipt Points and Secondary Delivery Points within Transporter's ML 7 Zone at the rate and other charges set forth in Section 8.A.
- D. Except as otherwise provided herein, the mutually agreed upon rate for the use of any point not addressed in Sections 8.A, 8.B or 8.C above, as well as deliveries in excess of the contract MDQ, shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under ETS service. In addition, Shipper shall be charged ACA, Transporter's Use and any other fees or surcharges under Transporter's FERC Gas Tariff.
- E. Shipper shall be entitled to the Right of First Refusal provided for in Section 22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 22.2.
- F. Effective with the Commencement Date of this agreement, ANR and We Energies agree to make appropriate amendments pursuant to the provisions of the Amended and Restated Minimum Delivery Pressure and Maximum Delivery Level Agreement executed on October 29, 2004. Capacity and delivery pressure in the "Exhibit B" to the Maximum Delivery Level Agreement and the corresponding values on "Exhibit(s) D and E" will be amended as follows:

Date: January 06, 2005

Contract No.: 111297

<u>Gate Station Name</u>	<u>MDP¹ Summer</u>	<u>MDP¹ Winter</u>	<u>Winter Period</u>	<u>Summer Period</u>
Oxford	515	575	224	134
Princeton	n/a	n/a	68	41
Sun Prairie	n/a	n/a	5568	3340
Waterloo	n/a	n/a	659	396
Columbus	n/a	n/a	1475	885
Hartford East	558	558	5860	3516
Jackson	n/a	n/a	150	90
Dale	n/a	n/a	30	18
Hortonville	n/a	n/a	35	21
Waupaca	n/a	n/a	533	320
Oconto Falls	n/a	n/a	36	22
Marshfield	n/a	n/a	1,341	805
Wisconsin Rapids	n/a	n/a	550	330
Freedom	525	525	1,267	760
Little Chute	525	525	<u>1819</u>	<u>1091</u>
Total:			19,615	11,769

¹MDP = Minimum Delivery Pressure

Date: January 06, 2005

Contract No.: 111297

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives there unto duly authorized to be effective as of the date stated above.

SHIPPER: WISCONSIN GAS LLC

By: *Peter Newman*

Title: Peter Newman
General Manager-Gas Planning

Date: 1-30-2004

TRANSPORTER: ANR PIPELINE COMPANY

By: *Joseph E. Pollard*

Title: Agent and Attorney-in-Fact

Date: 2/17/06

*5med 2/16/06
ES 2/16/06*

[Handwritten mark]

Contract No: 111297
Amendment No: 04

AMENDMENT

Date: August 19, 2014

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN GAS LLC

ETS Contract No. 111297 dated January 06, 2005 ("Agreement") between Transporter and Shipper is amended effective November 01, 2014 as follows:

Shipper and Transporter have agreed to decrease the MDQ under this Agreement from 19,615 dth to 537 dth. An updated Primary Route Exhibit reflecting this change is attached.

All other terms and conditions of the Agreement shall remain in full force and effect.

WISCONSIN GAS LLC
"Shipper"

By: *Scott C. Moschea*

Title: Scott C. Moschea

Date: Manager Gas Supply 09/19/14

ANR PIPELINE COMPANY
"Transporter"

By: *Joseph E. Pollard*

Title: Director, Commercial Services

Date: 9/24/14

1798 8/20/14

*LD 9/19/14
cc 9/22/14*

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN GAS LLC (Shipper)

Contract No: 111297
 Rate Schedule: ETS
 Contract Date: January 06, 2005
 Amendment Date: August 19, 2014

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: November 01, 2014	139255 WISC GAS-GRP 1 TO: October 31, 2016	537	0	0
277072 ALLIANCE/ANR INT FROM: November 10, 2006	139255 WISC GAS-GRP 1 TO: October 31, 2014	19615	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2006	139255 WISC GAS-GRP 1 TO: November 09, 2006	0	0	0

Enhanced Transportation Service Agreement
Rate Schedule ETS

Wisconsin Gas LLC
(#108014)

Amendment No. 03 Effective Date: April 1, 2006 (Amended and Restated Agreement)

Amendment No. 09 Effective Date: November 1, 2013

Amendment No. 11 Effective Date: November 1, 2014

Date: September 27, 2004

Contract No.: 108014
Amendment No: 3

ETS SERVICE AGREEMENT

This **AMENDED AND RESTATED AGREEMENT** ("Agreement") is entered into by **ANR PIPELINE COMPANY** (Transporter) and **WISCONSIN GAS LLC** (Shipper), on Feb 18, 2005 to become effective upon the later of i) April 1, 2006 or, ii) the Effective Date of the tariff filing dated _____. The provisions contained in this **Amended and Restated Agreement** represent the agreement between the parties in its entirety and upon becoming effective supersedes any prior agreements associated with services provided hereunder, including the agreement with the same contract number dated June 26, 2002.

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, together with the terms and conditions of Transporter's applicable Rate Schedule and General Terms and Conditions of Transporter's FERC Gas Tariff constitute the transportation service to be provided and the rights and obligations of Shipper and Transporter.

1. **AUTHORITY FOR TRANSPORTATION SERVICE:**
(284B = Section 311; 284G = Blanket)

284G

2. **RATE SCHEDULE: Enhanced Transportation Service (ETS)**

3. **CONTRACT QUANTITIES:**

Primary Route - see Exhibit attached hereto.

Such Contract Quantities shall be reduced for scheduling purposes, but not for billing purposes, by the Contract Quantities that Shipper has released through Transporter's capacity release program for the period of any release.

4. **TERM OF AGREEMENT:**

The term of this Agreement shall commence on April 01, 2006 and shall continue in full force and effect each Winter Period through March 31, 2010, and for the Winter period of every year thereafter unless terminated by Shipper upon three (3) years prior written notice.

Date: September 27, 2004

Contract No.: 108014
Amendment No: 3

5. **RATES:**

Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter and Shipper have agreed otherwise as referenced in the Further Agreement Section of this Agreement.

It is further agreed that Transporter may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Transporter's FERC Gas Tariff, and Transporter shall have the right to place such changes in effect in accordance with the Natural Gas Act. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission order. Nothing contained herein shall be construed to deny Shipper any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest changes in rates in whole or in part.

6. **INCORPORATION BY REFERENCE:**

The provisions of Transporter's applicable Rate Schedule and the General Terms and Conditions of Transporter's FERC Gas Tariff are specifically incorporated herein by reference and made a part hereof.

7. **NOTICES:**

All notices can be given by telephone or other electronic means, however, such notices shall be confirmed in writing at the addresses below or through GEMStm. Shipper and Transporter may change the addresses below by written notice to the other without the necessity of amending this Agreement:

TRANSPORTER:

ANR PIPELINE COMPANY
1001 Louisiana
HOUSTON, TX 77002
Attention: TRANSPORTATION SERVICES

Date: September 27, 2004

Contract No.: 108014
Amendment No: 3

SHIPPER:

WISCONSIN GAS LLC
333 WEST EVERETT STREET -A308
MILWAUKEE, WI 53203
Attention: RICHARD QUICK

Telephone: 414-221-5345
Fax: 414-221-5351

INVOICES AND STATEMENTS:

WISCONSIN GAS LLC
333 WEST EVERETT STREET -A308
MILWAUKEE, WI 53203
Attention: BOB PLATTETER

Telephone: 414-221-2895
Fax: 414-221-5351

8. FURTHER AGREEMENT:

- A. ETS Reservation rate: Notwithstanding anything to the contrary in Section 5, the rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit during the primary term hereof, shall be the lesser of the Transporter's maximum tariff rates or the rates below:

Term	Monthly Reservation Rate	Commodity Rate
April 1, 2006 through March 31, 2007	\$4.8580 (100% LF rate: \$0.1672)	\$0.0075 per Dth
April 1, 2007 through March 31, 2008	\$4.5560 (100% LF rate: \$0.1573)	\$0.0075 per Dth
April 1, 2008 through March 31, 2010	\$4.2540 (100% LF rate: \$0.1474)	\$0.0075 per Dth

These discounted rates shall be inclusive of all surcharges except Governmental Authority Surcharges, as defined below. Shipper shall be charged ACA and Transporter's Use (Fuel) in accordance with Transporter's FERC Gas Tariff. Governmental Authority Surcharges are surcharges that are mandated by FERC or by another regulatory body to be recovered from Shipper, and similarly situated shippers, are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party. The ACA surcharge would constitute a Governmental

Date: September 27, 2004

Contract No.: 108014
Amendment No: 3

Authority Surcharge that Transporter is entitled to collect. New surcharges that are specific to Transporter's system and/or that have any relationship to the costs of operating Transporter's pipeline system, storage facilities, etc. and/or that have any relationship to costs paid by Transporter for services on other pipeline systems are not Governmental Authority Surcharges. In the event Transporter is required to charge Shipper a rate higher than a rate set forth in this Section 8.A due to the imposition of a charge that is not a Governmental Authority Surcharge, and in the event Transporter and Shipper do not otherwise agree, the Monthly Reservation Rate set forth herein shall be reduced by the amount of the difference between the higher rate and the rate set forth in this Section 8.A.

- B. The rates listed above shall be in effect through the initial term of the contract. For periods after the initial term, Transporter will provide written notice ninety (90) days prior to date Shipper is required to provide notice of termination to Transporter pursuant to Article 4 of its intention to change the rate for the extension and, if so, the new rate, up to the maximum rate, at which the contract will be extended. Absent notice from Transporter, rates shall remain unchanged through the contract extension period.
- C. Shipper shall have the right to change the Primary Delivery Point in accordance with Transporter's FERC Gas Tariff as it may be in effect from time-to-time and Transporter further agrees that Shipper shall retain the rates set forth in Paragraph 8.A, above provided Shipper is awarded its requested changed Delivery Point in accordance with Transporter's FERC Gas Tariff and Shipper changes its Primary Delivery Point to any gate station or group of gate stations operated by Shipper and/or Wisconsin Electric Power Company in the State of Wisconsin; provided, however, Shipper shall not be permitted to change the Primary Receipt Point under this Agreement except as mutually agreed to otherwise.
- D. The rate for Secondary Receipts and Deliveries within a zone that is traversed by Shipper's contract path shall be the rate and other charges set forth in Section 8.A. The rate for Secondary Receipts and Deliveries outside a zone that is traversed by Shipper's contract path shall be the rate and other charges set forth in Section 8.A plus the incremental Maximum Reservation and Commodity Rates under Rate Schedule ETS for all zones traversed that are outside the contract path.

Except as otherwise provided herein, the mutually agreed upon rate for the use of any point not addressed in Section 8.A, 8.C, or 8.D, as well as deliveries in excess of the contract MDQ, shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under ETS service. In addition, Shipper shall be charged ACA, Transporter's Use, Dakota, Transition Costs and any other fees or surcharges under Transporter's FERC Gas Tariff.

Date: September 27, 2004

**Contract No.: 108014
Amendment No: 3**

- E. In addition, if one rate component which was at or below the applicable Maximum Rate at the time this Agreement was executed subsequently exceeds the applicable Maximum Rate due to a change in Transporter's Maximum Rates so that such rate component must be adjusted downward to equal the new applicable Maximum Rate, then other rate components may be adjusted upward to achieve the agreed overall rate, as long as none of the resulting rate components exceeds the Maximum Rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission Order accepts revised tariff sheet rates. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates that had been charged under a discount agreement exceeded rates, which ultimately are found to be just and reasonable.
- F. Shipper shall be entitled to a contractual right of first refusal pursuant to Section 22 of Transporter's FERC Gas Tariff, regardless of whether Shipper might otherwise be ineligible for such right under Section 22.2 or any other section of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- G. Transporter will file this Agreement with FERC as an exhibit to the tariff filing made on 11-12-2004. This Agreement shall be subject to FERC and Public Service Commission of Wisconsin approval.
- H. Shipper shall be entitled to elect reduction options under Sections 35.1 (Loss of Load) and 35.3 (Regulatory Unbundling Order) of Transporter's Tariff. To qualify for a reduction, Shipper must meet the notice, certification and/or other requirements stated in the tariff.

If Shipper reduces its delivery point requirements within the Marshfield Affected Area pursuant to Section 35.1 of Transporter's Tariff, Shipper may elect to reduce the MDQ of this Agreement by the amount of the delivery point requirement reduction.

Date: September 27, 2004

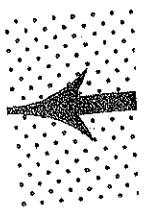
Contract No.: 108014
Amendment No: 3

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives there unto duly authorized to be effective as of the date stated above.

SHIPPER: WISCONSIN GAS LLC

By: Peter Newman
Title: Peter Newman
General Manager-Gas Planning
Date: 2-18-2005

APPROVED
CLADDENDUM
ATTACHED
10.04.04
JK
LAW DEPT.



TRANSPORTER: ANR PIPELINE COMPANY

By: Joseph E. Pollard
Title: Agent and Attorney-in-Fact
Date: 3/7/05

EMD
Poll 3/11/05

Contract No: 108014
Amendment No: 09

AMENDMENT

Date: July 22, 2011

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN GAS LLC

ETS Contract No. 108014 dated June 26, 2002 ("Agreement") between Transporter and Shipper is amended effective the later of November 1, 2013, or, upon the in-service date of Transporter's Marshfield Reduction Project Facilities ("MRP Facilities"), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission ("FERC") in Docket No. RP10-517 ("Settlement Agreement") ("Amendment No. 9 Effective Date"), which is necessary to provide the services hereunder as follows:

- 1) As of the Amendment No. 9 Effective Date, Shipper and Transporter have agreed to replace Section 4. **TERM OF AGREEMENT** in its entirety with the following:

The term of this Agreement will continue through October 31, 2023.

- 2) Shipper and Transporter have agreed to replace Section 5. **RATES** in its entirety with the following:

Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter and Shipper have agreed otherwise as referenced in the Further Agreement Section of this Agreement.

It is further agreed that Transporter may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Transporter's Tariff, and Transporter shall have the right to place such changes in effect in accordance with the Natural Gas Act. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission order. Nothing contained herein shall be construed to deny Shipper any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest increased rates in whole or in part.

- 3) Shipper and Transporter have agreed to replace Section 7. **NOTICES** in its entirety with the following:

All notices can be given by telephone or other electronic means, however, such notice shall be confirmed in writing at the addresses below or through GEMS_™. Shipper or Transporter may change the addresses below by written notice to the other without the necessity of amending this agreement:

Contract No: 108014
Amendment No: 09

TRANSPORTER:

ANR Pipeline Company
717 Texas Street, Suite 2500
Houston, Texas 77002-2761
Attention: Commercial Services

SHIPPER:

WISCONSIN GAS LLC
333 W. Everett Street - A308
Milwaukee, Wisconsin 53203
Attention: RICHARD QUICK

Telephone: 414-221-5345
Fax: 262-523-7908

INVOICES AND STATEMENTS:

WISCONSIN GAS LLC
231 W. Michigan Street – PSB-P277
Milwaukee, Wisconsin 53203
Attention: GLORIA GRABARCZYK

Telephone: 414-221-2408
Fax: 262-523-7910

4) Shipper and Transporter have agreed to replace Section 8. **FURTHER AGREEMENT** in its entirety with the following:

A. The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be a Fixed Monthly Reservation Rate of \$4.858 per dth and a Fixed Commodity Rate of \$0.0075. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) in accordance with Transporter's FERC Gas Tariff.

Secondary Receipt(s): All ML 7 Receipts
Secondary Delivery(ies): All ML 7 Deliveries

B. The MRP Facilities cost recovery period shall commence on the in-service date of the MRP Facilities, but in no event prior to November 1, 2013, and will continue through October 31, 2023 ("MRP Facilities Cost Recovery Period").

During the MRP Facilities Cost Recovery Period, Shipper agrees to pay an incremental monthly surcharge calculated as follows:

- a) The incremental monthly surcharge in the aggregate will be based on the following formula: [actual MRP Facilities construction costs (capped at \$25 million) x 13.89%¹ (Cost Factor) x 50% (MRP Facilities cost percentage agreed to by the parties to the Settlement Agreement)] ÷ 12 months. Based on this formula and assuming an MRP Facilities capital cost of \$25 million, the resulting incremental monthly surcharge in the aggregate is calculated to be \$144,687.50 per month and Shipper's share is calculated to be:
- Wisconsin Gas Share 32.15% or \$46,517.03 per month
- b) If the in-service date of the MRP Facilities occurs later than November 1, 2013, the incremental monthly surcharge shall not be adjusted but recovery will take place in the period commencing with the in-service date of the MRP Facilities and continuing through October 31, 2023.
- c) If the MRP Facilities Cost Recovery Period does not commence on the first day of a month, the first monthly surcharge payment will be prorated based on the number of days remaining in the month.
- d) Transporter will collect this surcharge through this Agreement.
- C. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under ETS service. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) and any other fees or surcharges under Transporter's FERC Gas Tariff.
- D. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.
- E. Shipper and Transporter have agreed to move the primary receipt point for contract MDQ to Will County (246067). The effective date of the move will be the first day of the next month that is at least 30 days after the in-service date of the MRP Facilities (but not earlier than November 1, 2013); provided, however, in the event the effective date would occur during the months of November through March, Shipper shall have the right to elect to delay the effective date of the move until the next April 1. Shipper will have the right to request to move the primary receipt point for all or part of the capacity back to Marshfield at any time subject to the provisions of Transporter's Tariff.
- F. Shipper shall have the right to change the Primary Delivery Point in accordance with Transporter's FERC Gas Tariff as it may be in effect from time-to-time and Transporter further agrees that Shipper shall retain the rates set forth in Section 8.A, of this Agreement provided Shipper is awarded its requested changed Delivery Point in accordance with Transporter's FERC Gas Tariff and Shipper changes its Primary Delivery Point to any gate station or group of gate stations operated by Shipper and/or Wisconsin Electric Power Company in the State of Wisconsin.

¹ The parties to the Settlement Agreement agreed to use a factor equal to 13.89% ("Cost Factor") to determine the incremental monthly surcharge payment applicable to the Complainants in the Settlement Agreement.

Contract No: 108014
Amendment No: 09

All other terms and conditions of the Agreement shall remain in full force and effect.

WISCONSIN GAS LLC
"Shipper"

By: *Scott C. Moschea*
Scott C. Moschea
Title: Manager Gas Supply
Date: 09/16/11

ANR PIPELINE COMPANY
"Transporter"

By: *Joseph E. Pollard*
Title: Director, - Commercial Services
Date: 9/22/11

*AB 9-20-11
e l 9-22-11*

*Legal
9/12/11
Date*

*JEP
9/12/11*

*AB
9/12/11*

Contract No: 108014
Amendment No: 11

AMENDMENT

Date: August 19, 2014

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN GAS LLC

ETS Contract No. 108014 dated June 26, 2002 ("Agreement") between Transporter and Shipper is amended effective November 01, 2014 as follows:

Shipper and Transporter have agreed to change the Primary Receipt Point from Alliance (277072) to Will County (246067). An updated Primary Route Exhibit reflecting this change is attached.

All other terms and conditions of the Agreement shall remain in full force and effect.

WISCONSIN GAS LLC

"Shipper"

By: *Scott C. Moschea*

Title: _____

Date: Scott C. Moschea 09/19/14
Manager Gas Supply

ANR PIPELINE COMPANY

"Transporter"

By: *Joseph E. Pollard*

Title: Director, Commercial Services

Date: 9/24/14

RAB 8/20/14

*LD 9/19/14
ce 9/22/14*

PRIMARY ROUTE EXHIBIT
 To Agreement Between
 ANR PIPELINE COMPANY (Transporter)
 AND WISCONSIN GAS LLC (Shipper)

Contract No: 108014
 Rate Schedule: BTS
 Contract Date: June 26, 2002
 Amendment Date: August 19, 2014

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
246067 WILL COUNTY INT FROM: April 01, 2023	139255 WISC GAS-GRP 1 TO: October 31, 2023	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2022	139255 WISC GAS-GRP 1 TO: March 31, 2023	0	18500	0
246067 WILL COUNTY INT FROM: April 01, 2022	139255 WISC GAS-GRP 1 TO: October 31, 2022	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2021	139255 WISC GAS-GRP 1 TO: March 31, 2022	0	18500	0
246067 WILL COUNTY INT FROM: April 01, 2021	139255 WISC GAS-GRP 1 TO: October 31, 2021	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2020	139255 WISC GAS-GRP 1 TO: March 31, 2021	0	18500	0
246067 WILL COUNTY INT FROM: April 01, 2020	139255 WISC GAS-GRP 1 TO: October 31, 2020	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2019	139255 WISC GAS-GRP 1 TO: March 31, 2020	0	18500	0
246067 WILL COUNTY INT FROM: April 01, 2019	139255 WISC GAS-GRP 1 TO: October 31, 2019	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2018	139255 WISC GAS-GRP 1 TO: March 31, 2019	0	18500	0

PRIMARY ROUTE EXHIBIT
 To Agreement Between
 ANR PIPELINE COMPANY (Transporter)
 AND WISCONSIN GAS LLC (Shipper)

Contract No: 108014
 Rate Schedule: ETS
 Contract Date: June 26, 2002
 Amendment Date: August 19, 2014

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
246067 WILL COUNTY INT FROM: April 01, 2018	139255 WISC GAS-GRP 1 TO: October 31, 2018	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2017	139255 WISC GAS-GRP 1 TO: March 31, 2018	0	18500	0
246067 WILL COUNTY INT FROM: April 01, 2017	139255 WISC GAS-GRP 1 TO: October 31, 2017	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2016	139255 WISC GAS-GRP 1 TO: March 31, 2017	0	18500	0
246067 WILL COUNTY INT FROM: April 01, 2016	139255 WISC GAS-GRP 1 TO: October 31, 2016	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2015	139255 WISC GAS-GRP 1 TO: March 31, 2016	0	18500	0
246067 WILL COUNTY INT FROM: April 01, 2015	139255 WISC GAS-GRP 1 TO: October 31, 2015	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2014	139255 WISC GAS-GRP 1 TO: March 31, 2015	0	18500	0
277072 ALLIANCE/ANR INT FROM: April 01, 2014	139255 WISC GAS-GRP 1 TO: October 31, 2014	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2013	139255 WISC GAS-GRP 1 TO: March 31, 2014	0	18500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2013	139255 WISC GAS-GRP 1 TO: October 31, 2013	0	0	0

PRIMARY ROUTE EXHIBIT
 To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN GAS LLC (Shipper)

Contract No: 108014
 Rate Schedule: ETS
 Contract Date: June 26, 2002
 Amendment Date: August 19, 2014

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
28873 MARSHFIELD/VIKING INT FROM: November 01, 2012	139255 WISC GAS-GRP 1 TO: March 31, 2013	0	18500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2012	139255 WISC GAS-GRP 1 TO: October 31, 2012	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2011	139255 WISC GAS-GRP 1 TO: March 31, 2012	0	18500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2011	139255 WISC GAS-GRP 1 TO: October 31, 2011	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2010	139255 WISC GAS-GRP 1 TO: March 31, 2011	0	18500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2010	139255 WISC GAS-GRP 1 TO: October 31, 2010	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2009	139255 WISC GAS-GRP 1 TO: March 31, 2010	0	18500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2009	139255 WISC GAS-GRP 1 TO: October 31, 2009	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2008	139255 WISC GAS-GRP 1 TO: March 31, 2009	0	18500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2008	139255 WISC GAS-GRP 1 TO: October 31, 2008	0	0	0

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN GAS LLC (Shipper)

Contract No: 108014
Rate Schedule: ETS
Contract Date: June 26, 2002
Amendment Date: August 19, 2014

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
28873 MARSHFIELD/VIKING INT FROM: November 01, 2007	139255 WISC GAS-GRP 1 TO: March 31, 2008	0	18500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2007	139255 WISC GAS-GRP 1 TO: October 31, 2007	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2006	139255 WISC GAS-GRP 1 TO: March 31, 2007	0	18500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2006	139255 WISC GAS-GRP 1 TO: October 31, 2006	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2004	139255 WISC GAS-GRP 1 TO: March 31, 2006	18500	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2003	139376 WISC GAS-GRP 2 TO: October 31, 2004	18500	0	0

Appendix B

ANR Pipeline Company
FERC Gas Tariff, Third Revised Volume No. 1

Marked Tariff

<u>Tariff Section</u>	<u>Version</u>
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Appendix C

ANR Pipeline Company

Marked Amendments

- 1) Wisconsin Power and Light Company
Rate Schedule FTS-3 Service Agreement #112565
Amendment No. 4
- 2) Wisconsin Gas LLC
Rate Schedule ETS Service Agreement #111297
Amendment No. 4
- 3) Wisconsin Gas LLC
Rate Schedule ETS Service Agreement #108014
Amendment No. 11

Contract No: 112565

Amendment No: 03 04

AMENDMENT

Date: May 08, 2014

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN POWER AND LIGHT COMPANY

FTS-3 Contract No. 112565 dated May 24, 2006 ("Agreement") between Transporter and Shipper is amended effective November 01, 2014 as follows:

Shipper and Transporter have agreed to increase the MDQ under this Agreement and change service from 16 hour to a 20 hour service. An updated Primary Route Exhibit reflecting these changes is attached.

All other terms and conditions of the Agreement shall remain in full force and effect.

WISCONSIN POWER AND LIGHT COMPANY

"Shipper"

By: _____

Title: _____

Date: _____

ANR PIPELINE COMPANY

"Transporter"

By: _____

Title: Director, Commercial Services

Date: _____

Date: _____

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN POWER AND LIGHT COMPANY (Shipper)

Contract No: 112565
Rate Schedule: FTS-3
Contract Date: May 24, 2006
Amendment Date: ~~January 10~~ May 08, 2014

Receipt Location	Delivery Location	Annual MDQ/ MHQ (DTH)	Winter MDQ/ MHQ (DTH)	Summer MDQ/ MHQ (DTH)
153808	384134	30000 <u>40000</u>	0	0
ANRPL STORAGE FACILITIES	TIFFANY EAST	1875 <u>2000</u>	0	0
FROM: November 01, 2017	TO: March 31, 2018			
243097	384134	40000 <u>50000</u>	0	0
ANR JOLIET HUB	TIFFANY EAST	2500	0	0
FROM: April 01, 2017	TO: October 31, 2017			
153808	384134	30000 <u>40000</u>	0	0
ANRPL STORAGE FACILITIES	TIFFANY EAST	1875 <u>2000</u>	0	0
FROM: November 01, 2016	TO: March 31, 2017			
243097	384134	40000 <u>50000</u>	0	0
ANR JOLIET HUB	TIFFANY EAST	2500	0	0
FROM: April 01, 2016	TO: October 31, 2016			
153808	384134	30000 <u>40000</u>	0	0
ANRPL STORAGE FACILITIES	TIFFANY EAST	1875 <u>2000</u>	0	0
FROM: November 01, 2015	TO: March 31, 2016			
243097	384134	40000 <u>50000</u>	0	0
ANR JOLIET HUB	TIFFANY EAST	2500	0	0
FROM: April 01, 2015	TO: October 31, 2015			
153808	384134	30000 <u>40000</u>	0	0
ANRPL STORAGE FACILITIES	TIFFANY EAST	1875 <u>2000</u>	0	0
FROM: January 01, 2015	TO: March 31, 2015			

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN POWER AND LIGHT COMPANY (Shipper)

Contract No: 112565
Rate Schedule: FTS-3
Contract Date: May 24, 2006
Amendment Date: ~~January 10~~ May 08, 2014

Receipt Location	Delivery Location	Annual MDQ/MHQ (DTH)	Winter MDQ/MHQ (DTH)	Summer MDQ/MHQ (DTH)
153808	384134	32500 2031	0	0
ANRPL STORAGE FACILITIES FROM: November 01, 2014	TIFFANY EAST TO: December 31, 2014	42500	0	0
243097	384134	40000 2500	0	0
ANR JOLIET HUB FROM: June 01, 2014	TIFFANY EAST TO: October 31, 2014		0	0
243097	384134	40000 2500	0	0
ANR JOLIET HUB FROM: April 01, 2014	TIFFANY EAST TO: May 31, 2014		0	0
153808	384134	32500 2031	0	0
ANRPL STORAGE FACILITIES FROM: November 01, 2013	TIFFANY EAST TO: March 31, 2014		0	0
243097	384134	40000 2500	0	0
ANR JOLIET HUB FROM: April 01, 2013	TIFFANY EAST TO: October 31, 2013		0	0
153808	384134	32500 2031	0	0
ANRPL STORAGE FACILITIES FROM: November 01, 2012	TIFFANY EAST TO: March 31, 2013		0	0
243097	384134	40000 2500	0	0
ANR JOLIET HUB FROM: April 01, 2012	TIFFANY EAST TO: October 31, 2012		0	0

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN POWER AND LIGHT COMPANY (Shipper)

Contract No: 112565
Rate Schedule: FTS-3
Contract Date: May 24, 2006
Amendment Date: ~~January 10, 2014~~ May 08, 2014

Receipt Location	Delivery Location	Annual MDQ/MHQ (DTH)	Winter MDQ/MHQ (DTH)	Summer MDQ/MHQ (DTH)
153808	384134	32500 2031	0 0	0 0
ANRPL STORAGE FACILITIES FROM: November 01, 2011	TIFFANY EAST TO: March 31, 2012			
243097	384134	40000 2500	0 0	0 0
ANR JOLIET HUB FROM: April 01, 2011	TIFFANY EAST TO: October 31, 2011			
153808	384134	32500 2031	0 0	0 0
ANRPL STORAGE FACILITIES FROM: November 01, 2010	TIFFANY EAST TO: March 31, 2011			
243097	384134	40000 2500	0 0	0 0
ANR JOLIET HUB FROM: April 01, 2010	TIFFANY EAST TO: October 31, 2010			
153808	384134	32500 2031	0 0	0 0
ANRPL STORAGE FACILITIES FROM: November 01, 2009	TIFFANY EAST TO: March 31, 2010			
243097	384134	40000 2500	0 0	0 0
ANR JOLIET HUB FROM: April 01, 2009	TIFFANY EAST TO: October 31, 2009			
153808	384134	40000 2500	0 0	0 0
ANRPL STORAGE FACILITIES FROM: November 01, 2008	TIFFANY EAST TO: March 31, 2009			

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN POWER AND LIGHT COMPANY (Shipper)

Contract No: 112565
Rate Schedule: FTS-3
Contract Date: May 24, 2006
Amendment Date: ~~January 10~~ May 08, 2014

Receipt Location	Delivery Location	Annual MDQ/MHQ (DTH)	Winter MDQ/MHQ (DTH)	Summer MDQ/MHQ (DTH)
243097	384134	40000 2500	0 0	0 0
ANR JOLIET HUB FROM: April 01, 2008	TIFFANY EAST TO: October 31, 2008			
153808	384134	40000 2500	0 0	0 0
ANRPL STORAGE FACILITIES FROM: November 01, 2007	TIFFANY EAST TO: March 31, 2008			

Contract No: 111297
Amendment No: 0304

AMENDMENT

Date: August 19, 2014

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN GAS LLC

ETS Contract No. 111297 dated January 06, 2005 ("Agreement") between Transporter and Shipper is amended effective November 01, 2014 as follows:

Shipper and Transporter have agreed to decrease the MDQ under this Agreement from 19,615 dth to 537 dth. An updated Primary Route Exhibit reflecting this change is attached.

All other terms and conditions of the Agreement shall remain in full force and effect.

WISCONSIN GAS LLC
"Shipper"

By: _____

Title: _____

Date: _____

ANR PIPELINE COMPANY
"Transporter"

By: _____

Title: Director, Commercial Services

Date: _____

PRIMARY ROUTE EXHIBIT

To Agreement Between
 ANR PIPELINE COMPANY (Transporter)
 AND WISCONSIN GAS LLC (Shipper)

Contract No: 111297
 Rate Schedule: ETS
 Contract Date: January 06, 2005
 Amendment Date: ~~December 17,~~
~~2012~~ August 19,
2014

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: <u>November 01, 2014</u>	139255 WISC GAS-GRP 1 TO: October 31, 2016	<u>537</u>	0	0
277072 ALLIANCE/ANR INT FROM: November 10, 2006	139255 WISC GAS-GRP 1 TO: October 31, 2016 <u>2014</u>	19615	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2006	139255 WISC GAS-GRP 1 TO: November 09, 2006	0	0	0

Contract No: 108014

Amendment No: ~~1011~~

AMENDMENT

Date: August 19, 2014

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN GAS LLC

ETS Contract No. 108014 dated June 26, 2002 ("Agreement") between Transporter and Shipper is amended effective November 01, 2014 as follows:

Shipper and Transporter have agreed to change the Primary Receipt Point from Alliance (277072) to Will County (246067). An updated Primary Route Exhibit reflecting this change is attached.

All other terms and conditions of the Agreement shall remain in full force and effect.

WISCONSIN GAS LLC
"Shipper"

By: _____

Title: _____

Date: _____

ANR PIPELINE COMPANY
"Transporter"

By: _____

Title: Director, Commercial Services

Date: _____

Contract No: 108014

PRIMARY ROUTE EXHIBIT

Rate Schedule: ETS

To Agreement Between

Contract Date: June 26, 2002

ANR PIPELINE COMPANY (Transporter)

Amendment Date: ~~October 14,~~
2013 August 19, 2014

AND WISCONSIN GAS LLC (Shipper)

Receipt	Delivery	Annual	Winter	Summer
Location	Location	MDQ	MDQ	MDQ
Name	Name	(DTH)	(DTH)	(DTH)
277072246067 ALLIANCE/ANRWILL COUNTY INT FROM: April 01, 2023	139255 WISC GAS-GRP 1 TO: October 31, 2023	0	0	0
277072246067 ALLIANCE/ANRWILL COUNTY INT FROM: November 01, 2022	139255 WISC GAS-GRP 1 TO: March 31, 2023	0	18500	0
277072246067 ALLIANCE/ANRWILL COUNTY INT FROM: April 01, 2022	139255 WISC GAS-GRP 1 TO: October 31, 2022	0	0	0
277072246067 ALLIANCE/ANRWILL COUNTY INT FROM: November 01, 2021	139255 WISC GAS-GRP 1 TO: March 31, 2022	0	18500	0
277072246067 ALLIANCE/ANRWILL COUNTY INT FROM: April 01, 2021	139255 WISC GAS-GRP 1 TO: October 31, 2021	0	0	0
277072246067 ALLIANCE/ANRWILL COUNTY INT FROM: November 01, 2020	139255 WISC GAS-GRP 1 TO: March 31, 2021	0	18500	0
277072246067 ALLIANCE/ANRWILL COUNTY INT FROM: April 01, 2020	139255 WISC GAS-GRP 1 TO: October 31, 2020	0	0	0
277072246067	139255	0	18500	0

Contract No: 108014

PRIMARY ROUTE EXHIBIT

Rate Schedule: ETS

To Agreement Between

Contract Date: June 26, 2002

ANR PIPELINE COMPANY (Transporter)

Amendment Date: ~~October 14,~~
2013 August 19, 2014

AND WISCONSIN GAS LLC (Shipper)

Receipt	Delivery	Annual	Winter	Summer
Location	Location	MDQ	MDQ	MDQ
Name	Name	(DTH)	(DTH)	(DTH)
<u>ALLIANCE/ANR WILL COUNTY INT</u> FROM: November 01, 2019	WISC GAS-GRP 1 TO: March 31, 2020			
<u>277072246067</u>	139255	0	0	0
<u>ALLIANCE/ANR WILL COUNTY INT</u> FROM: April 01, 2019	WISC GAS-GRP 1 TO: October 31, 2019			
<u>277072246067</u>	139255	0	18500	0
<u>ALLIANCE/ANR WILL COUNTY INT</u> FROM: November 01, 2018	WISC GAS-GRP 1 TO: March 31, 2019			
<u>277072246067</u>	139255	0	0	0
<u>ALLIANCE/ANR WILL COUNTY INT</u> FROM: April 01, 2018	WISC GAS-GRP 1 TO: October 31, 2018			
<u>277072246067</u>	139255	0	18500	0
<u>ALLIANCE/ANR WILL COUNTY INT</u> FROM: November 01, 2017	WISC GAS-GRP 1 TO: March 31, 2018			
<u>277072246067</u>	139255	0	0	0
<u>ALLIANCE/ANR WILL COUNTY INT</u> FROM: April 01, 2017	WISC GAS-GRP 1 TO: October 31, 2017			
<u>277072246067</u>	139255	0	18500	0
<u>ALLIANCE/ANR WILL COUNTY INT</u> FROM: November 01, 2016	WISC GAS-GRP 1 TO: March 31, 2017			
<u>277072246067</u>	139255	0	0	0
<u>ALLIANCE/ANR WILL COUNTY INT</u> FROM: April 01, 2016	WISC GAS-GRP 1 TO: October 31, 2016			

Contract No: 108014

PRIMARY ROUTE EXHIBIT

Rate Schedule: ETS

To Agreement Between

Contract Date: June 26, 2002

ANR PIPELINE COMPANY (Transporter)

Amendment Date: ~~October 14,~~
2013 August 19, 2014

AND WISCONSIN GAS LLC (Shipper)

Receipt	Delivery	Annual	Winter	Summer
Location	Location	MDQ	MDQ	MDQ
Name	Name	(DTH)	(DTH)	(DTH)
<u>277072246067</u>	139255	0	18500	0
<u>ALLIANCE/ANR WILL COUNTY INT</u>	WISC GAS-GRP 1			
FROM: November 01, 2015	TO: March 31, 2016			
<u>277072246067</u>	139255	0	0	0
<u>ALLIANCE/ANR WILL COUNTY INT</u>	WISC GAS-GRP 1			
FROM: April 01, 2015	TO: October 31, 2015			
<u>277072246067</u>	139255	0	18500	0
<u>ALLIANCE/ANR WILL COUNTY INT</u>	WISC GAS-GRP 1			
FROM: November 01, 2014	TO: March 31, 2015			
277072	139255	0	0	0
ALLIANCE/ANR INT	WISC GAS-GRP 1			
FROM: April 01, 2014	TO: October 31, 2014			
277072	139255	0	18500	0
ALLIANCE/ANR INT	WISC GAS-GRP 1			
FROM: November 01, 2013	TO: March 31, 2014			
28873	139255	0	0	0
MARSHFIELD/VIKING INT	WISC GAS-GRP 1			
FROM: April 01, 2013	TO: October 31, 2013			
28873	139255	0	18500	0
MARSHFIELD/VIKING INT	WISC GAS-GRP 1			
FROM: November 01, 2012	TO: March 31, 2013			
28873	139255	0	0	0

Contract No: 108014

PRIMARY ROUTE EXHIBIT

Rate Schedule: ETS

To Agreement Between

Contract Date: June 26, 2002

ANR PIPELINE COMPANY (Transporter)

Amendment Date: ~~October 14,~~
2013 August 19, 2014

AND WISCONSIN GAS LLC (Shipper)

Receipt	Delivery	Annual	Winter	Summer
Location	Location	MDQ	MDQ	MDQ
Name	Name	(DTH)	(DTH)	(DTH)
MARSHFIELD/VIKING INT FROM: April 01, 2012	WISC GAS-GRP 1 TO: October 31, 2012			
28873 MARSHFIELD/VIKING INT FROM: November 01, 2011	139255 WISC GAS-GRP 1 TO: March 31, 2012	0	18500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2011	139255 WISC GAS-GRP 1 TO: October 31, 2011	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2010	139255 WISC GAS-GRP 1 TO: March 31, 2011	0	18500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2010	139255 WISC GAS-GRP 1 TO: October 31, 2010	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2009	139255 WISC GAS-GRP 1 TO: March 31, 2010	0	18500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2009	139255 WISC GAS-GRP 1 TO: October 31, 2009	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2008	139255 WISC GAS-GRP 1 TO: March 31, 2009	0	18500	0

Contract No: 108014

PRIMARY ROUTE EXHIBIT

Rate Schedule: ETS

To Agreement Between

Contract Date: June 26, 2002

ANR PIPELINE COMPANY (Transporter)

Amendment Date: ~~October 14,~~
2013 August 19, 2014

AND WISCONSIN GAS LLC (Shipper)

Receipt	Delivery	Annual	Winter	Summer
Location	Location	MDQ	MDQ	MDQ
Name	Name	(DTH)	(DTH)	(DTH)
28873 MARSHFIELD/VIKING INT FROM: April 01, 2008	139255 WISC GAS-GRP 1 TO: October 31, 2008	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2007	139255 WISC GAS-GRP 1 TO: March 31, 2008	0	18500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2007	139255 WISC GAS-GRP 1 TO: October 31, 2007	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2006	139255 WISC GAS-GRP 1 TO: March 31, 2007	0	18500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2006	139255 WISC GAS-GRP 1 TO: October 31, 2006	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2004	139255 WISC GAS-GRP 1 TO: March 31, 2006	18500	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2003	139376 WISC GAS-GRP 2 TO: October 31, 2004	18500	0	0