



November 1, 2016

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

ANR Pipeline Company
700 Louisiana Street, Suite 700
Houston, Texas 77002-2700

John A. Roscher
Director, Rates & Regulatory

tel 832.320.5675
fax 832.320.6675
email John_Roscher@TransCanada.com
web www.anrpl.com/company_info/

Re: ANR Pipeline Company
Negotiated Rate Amendments
Docket No. RP17-_____ -

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”) respectfully submits for filing and acceptance three (3) tariff records to be housed in its FERC Gas Tariff, Third Revised Volume No. 1 (“Tariff”), that include two (2) amended Rate Schedule ETS (“ETS”) negotiated rate service agreements that ANR has entered into with Wisconsin Gas LLC (“WG”); and one (1) amended ETS negotiated rate service agreement that ANR has entered into with Wisconsin Public Service Company (“WPS”) (collectively, “Amendments”). ANR respectfully requests that the Commission accept the Amendments, included herein as Appendix A,² to be effective November 1, 2016.

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.” ANR has elected to file the Agreement included herein as a whole document, in PDF format.

Correspondence

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:

John A. Roscher Director, Rates & Regulatory	* David R. Hammel Senior Legal Counsel ANR Pipeline Company 700 Louisiana Street, Suite 700 Houston, Texas 77002-2700 Tel. (832) 320-5861 E-mail: dave_hammel@transcanada.com
* Joan F. Collins Manager, Tariffs and Compliance ANR Pipeline Company 700 Louisiana Street, Suite 700 Houston, Texas 77002-2700 Tel. (832) 320-5651 E-mail: joan_collins@transcanada.com	

* Persons designated for official service pursuant to Rule 2010.

Statement of the Nature, Reasons and Basis for Filing

On May 28, 1999, in Docket No. RP99-301-000,³ the Commission approved, subject to conditions, proposed 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 filing the Amendments to reflect revisions to one (1) negotiated rate agreement between ANR and WPS and two (2) negotiated rate agreements between ANR and WG, as more fully described below:

- ANR has agreed to allow WPS to change its primary receipt point for negotiated rate ETS Contract No. 111864 to Alliance/ANR INT #277072 effective November 1, 2016, and has updated the Primary Route Exhibit to reflect this change. Contract No. 111864 is included in Appendix A as tariff record 8.64.⁴
- ANR has agreed to allow WG to increase the Maximum Delivery Quantity ("MDQ") for negotiated rate ETS Contract No. 108014 from 18,500 Dth to 21,500 Dth, effective November 1, 2016, and has updated the Primary Route Exhibit to reflect this change.

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

⁴ ANR originally filed ETS Contract No. 111864 with the Commission as a service agreement containing negotiated rates in *ANR Pipeline Company*, Docket No. RP99-301-140 (April 12, 2006) (unpublished Director's Letter Order).

The MDQ increase of 3,000 Dth is being transferred from WG's negotiated rate ETS Contract No. 107784, as described below. Contract No. 108014 is included in Appendix A as tariff record 9.27.⁵

- ANR has agreed to allow WG to reduce the MDQ for negotiated rate ETS Contract No. 107784 from 14,000 Dth to 11,000 Dth, effective November 1, 2016, and has updated the Primary Route Exhibit to reflect this change. The MDQ reduction of 3,000 Dth is being transferred to WG's amended negotiated rate ETS Contract No. 108014, as described above. Contract No.107784 is included in Appendix A as tariff record 9.25.⁶

ANR advises that no undisclosed agreements, etc., are linked to the Amendments, which are included herein as Appendix A.

To conform with Order No. 714, ANR is submitting the Amendments⁷ in their entirety as a tariff records 8.64, 9.25, and 9.27. ANR is requesting that the Commission accept the Amendments, submitted herein as tariff records 8.64, 9.25, and 9.27, to be effective November 1, 2016.

Effective Date and Request for Waiver

ANR respectfully requests that the Commission accept the Amendments to be effective November 1, 2016, and respectfully requests waiver of Section 154.207 of the Commission's regulations to allow for this effective date.⁸

⁵ ANR filed ETS Contract Nos. 108014 and 107784 with the Commission as non-conforming agreements containing negotiated rates. *ANR Pipeline Company*, Docket No RP13-1366-000 (October 23, 2013) (unpublished Director's letter Order). Additionally, the instant amendments to Contract Nos. 108014 and 107784 make further changes to conform with ANR's current *pro forma* Section 7.1. These revisions do not alter any of the non-conforming provisions previously accepted by the Commission, but merely move the provisions to more appropriate locations within the agreements.

⁶ *Id.*

⁷ 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."

⁸ See *Statement of Policy on Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Transportation Services of Natural Gas Pipelines*, 74 FERC ¶ 61,176 at 61,241-242 (1996) (indicating that the Commission will "readily grant requests to waive the 30-day notice requirement").

Other Filings Which May Affect This Proceeding

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

Contents of Filing

In accordance with Section 154.7 of the Commission’s regulations and Order No. 714, ANR is submitting the following XML filing package, which includes:

1. This transmittal letter;
2. Clean versions of the tariff records (Appendix A); and
3. Marked versions of the Amendments (Appendix B).

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.

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

Respectfully submitted,

ANR PIPELINE COMPANY



John A. Roscher
Director, Rates & Regulatory

Enclosures

Appendix A

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

Clean Tariff

Tariff Records

Section 8 – Negotiated Rate Agreements

<u>Tariff Record</u>	<u>Shipper</u>	<u>Rate Schedule</u>	<u>Agreement</u>	<u>Version</u>
8.64	Wisconsin Public Service Company	ETS	#111864	v.1.0.0

Section 9 - Non-Conforming Agreements with Negotiated Rates

9.25	Wisconsin Gas LLC	ETS	#107784	v.2.0.0
9.27	Wisconsin Gas LLC	ETS	#108014	v.3.0.0

Enhanced Transportation Service Agreement
Rate Schedule ETS

Wisconsin Public Service Corporation
(#111864)

Agreement Effective Date: November 1, 2007
Amendment No. 01 Effective Date: October 31, 2017
Amendment No. 02 Effective Date: January 1, 2013
Amendment No. 04 Effective Date: November 1, 2016

Date: October 06, 2005

Contract No.: 111864

ETS SERVICE AGREEMENT

This AGREEMENT is entered into by ANR PIPELINE COMPANY (Transporter) and WISCONSIN PUBLIC SERVICE CORP. (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:**

This Agreement shall be effective as of November 1, 2007, and shall continue in full force and effect through October 31, 2017; 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, 2007, 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, 2007, unless mutually agreed to in writing by Transporter and Shipper.

Date: October 06, 2005

Contract No.: 111864

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 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: October 06, 2005

Contract No.: 111864

SHIPPER:

WISCONSIN PUBLIC SERVICE CORP.
700 N ADAMS ST
P.O. Box 19002
GREEN BAY, WI 54307-9002
Attention: RONALD G. MOSNIK

Telephone: 920-433-1325
Fax: 920-430-6806

INVOICES AND STATEMENTS:

WISCONSIN PUBLIC SERVICE CORP.
700 N ADAMS ST
P.O. Box 19800
GREEN BAY, WI 54307-9004
Attention: ACCOUNTS PAYABLE, ANNUAL 1

Telephone: 920-433-2929
Fax: 920-433-1436

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: October 06, 2005

Contract No.: 111864

- 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 Wisconsin Public Service Corporation agree to make appropriate amendments pursuant to the provisions of the Minimum Delivery Pressure and Maximum Delivery Level Agreement dated October 27, 2004. Delivery capacity in the "Exhibit B" to the Minimum Delivery Pressure and Maximum Delivery Level Agreement will be amended as follows:
- G. Except as provided in Paragraphs 8.A, 8.B, 8.C, and 8.D, the negotiated rate stated in Paragraph 8.A shall remain fixed during the term of this Agreement and shall not be subject to change or modification in a rate case filed pursuant to the Natural Gas Act.

Date: October 06, 2005

Contract No.: 111864

ETS/MDL Quantity Increase

<u>Gate Station Name</u>	<u>(Dth/d)</u>	
	Winter Period	Summer Period
Oshkosh	500	300
South Oshkosh	500	300
Crivitz	150	90
Rosholt	1,000	600
Stevens Point	250	150
Coleman	100	60
Lena	100	60
Menominee No. 2	200	120
Peshtigo	100	60
Crandon	50	33
Laona	50	33
Merrill	100	60
Monico	50	33
Mosinee	200	120
North Merrill Int.	250	150
South Wausau	1,700	1,020
Wausau	500	300
Manitowoc	400	240
North Manitowoc	400	240
Two Rivers	400	240
Total	7,000	4,209

Date: October 06, 2005

Contract No.: 111864

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 PUBLIC SERVICE CORP.

By: Donald R. Carlson
Title: Mgr - ES&C
Date: Feb 3, 2006

TRANSPORTER: ANR PIPELINE COMPANY

By: Joseph E. Pollack
Title: Agent and Attorney-in-Fact
Date: 2/17/06

*Smel 2/16/06
LS 2/16/06.*

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN PUBLIC SERVICE CORP. (Shipper)

Contract No: 111864
Rate Schedule: ETS
Contract Date: October 06, 2005
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: November 01, 2007	139258 WPSC - GROUP 1 TO: October 31, 2017	7000	0	0

Contract No: 111864
Amendment No: 01

AMENDMENT

Date: March 11, 2008

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN PUBLIC SERVICE CORP.

ETS Contract No. 111864 dated October 06, 2005 ("Agreement") between Transporter and Shipper is amended effective October 31, 2017 as follows:

- 1) To replace Further Agreement Section 8. E. in its entirety with the following:
8. E. None

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

WISCONSIN PUBLIC SERVICE CORP.
"Shipper"

By: Charles A. Schrock

Title: President

Date: May 6, 2008

ANR PIPELINE COMPANY
"Transporter"

By: Joseph E. Pollard

Title: Agent and Attorney-in-Fact

Date: 5/9/08

AB 5-8-08
EA 5-8-08

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN PUBLIC SERVICE CORP. (Shipper)

Contract No: 111864
Rate Schedule: ETS
Contract Date: October 06, 2005
Amendment Date: March 11, 2008

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: November 01, 2007	139258 WPSC - GROUP 1 TO: October 31, 2017	7000	0	0

Contract No: 111864
Amendment No: 02

AMENDMENT

Date: November 29, 2012

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN PUBLIC SERVICE CORPORATION

BTS Contract No. 111864 dated October 06, 2005 ("Agreement") between Transporter and Shipper is amended effective January 01, 2013 as follows:

Shipper and Transporter have agreed to remove the MDL Agreement reference in Section 8. FURTHER AGREEMENT, 8.F and replace the language in 8.F with None.

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

WISCONSIN PUBLIC SERVICE CORPORATION
"Shipper"

By: *Tim Zouch*
Title: VP, Gas Supply
Date: 12-11-12

CA	12/11/12
GS	
CR	AD
LC	PK

(KG)

ANR PIPELINE COMPANY
"Transporter"

By: *Joseph E. Pollard*
Title: Director, - Commercial Services
Date: 12/17/12

pb 12/13/12
cc 12/14/12

Contract No: 111864
Amendment No: 04

AMENDMENT

Date: October 19, 2016

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN PUBLIC SERVICE CORPORATION

ETS Contract No. 111864 dated October 06, 2005 ("Agreement") between Transporter and Shipper is amended effective November 01, 2016 as follows:

Shipper and Transporter have agreed to change the Primary Receipt Point under this Agreement to Alliance/ANR Int (277072).

An update Primary Route Exhibit reflecting this change is attached.

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

WISCONSIN PUBLIC SERVICE CORPORATION
"Shipper"

By: *Scott M. Novak*

Title: MANAGER - GAS SUPPLY

Date: 10/27/16

SM
10/27/16

ANR PIPELINE COMPANY
"Transporter"

By: *John J. Jascholski*

Title: Director, Commercial Services

Date: 10-31-16

CW
10/27/16

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN PUBLIC SERVICE CORPORATION (Shipper)

Contract No: 111864
 Rate Schedule: ETS
 Contract Date: October 06, 2005
 Amendment Date: October 19, 2016

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: November 01, 2016	139258 WPSC - GROUP 1 TO: October 31, 2017	7000	0	0
246067 WILL COUNTY INT FROM: November 01, 2015	139258 WPSC - GROUP 1 TO: October 31, 2016	7000	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2007	139258 WPSC - GROUP 1 TO: October 31, 2015	7000	0	0

Enhanced Transportation Service Agreement
Rate Schedule ETS

Wisconsin Gas LLC
(#107784)

Amendment No. 03 Effective Date: April 1, 2006 (Amended and Restated Agreement)
Amendment No. 09 Effective Date: November 1, 2013
Amendment No. 10 Effective Date: November 1, 2013
Amendment No. 11 Effective Date: November 1, 2016

Date: September 27, 2004

Contract No.: 107784
Amendment No: 3

ETS SERVICE AGREEMENT

This AMENDED AND RESTATED ("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 represents the Agreement between the parties in its entirety and upon becoming effective supercedes 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, 2007, and for the Winter period of every year thereafter unless terminated by Shipper upon two (2) years prior written notice.

Date: September 27, 2004

**Contract No.: 107784
Amendment No: 3**

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 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
1001 Louisiana
HOUSTON, TX 77002
Attention: TRANSPORTATION SERVICES

Date: September 27, 2004

Contract No.: 107784
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. 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 Transporter's maximum tariff rates or the following:

Term	Monthly Reservation Rate	Commodity Rate
April 1, 2006 through March 31, 2007	\$4.8580 (100% LF rate: \$0.1672)	\$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.: 107784

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.

Date: September 27, 2004

Contract No.: 107784
Amendment No: 3

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 ANR'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.

- 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 Section 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.: 107784
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

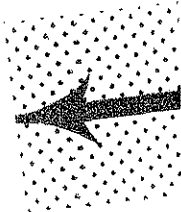
By: Peter Newman
Title: Peter Newman
General Manager-Gas Planning
Date: 2-18-2005

APPROVED
 ADDENDUM
ATTACHED
10/10/04
JL
LAW DEPT.

TRANSPORTER: ANR PIPELINE COMPANY

By: Joseph E. Pollard
Title: Agent and Attorney-in-Fact
Date: 3/2/05

*SMJ
PL-3/1/05*



AMENDMENT

Date: July 22, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN GAS LLC

ETS Contract No. 107784 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_{tm}. Shipper or Transporter may change the addresses below by written notice to the other without the necessity of amending this agreement:

Contract No: 107784
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:

Contract No: 107784
Amendment No: 09

- 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 Shipper's contract No. 108014.
- 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: 107784
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*
Title: Scott C. Moschea
Manager Gas Supply
Date: 09/16/11

ANR PIPELINE COMPANY
"Transporter"

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

JEP
9/12/11

AB 9-20-11
el 9-22-11
Legal *ORH*
Date 9/2/11

AB
9/12/11

Contract No: 107784
Amendment No: 10

AMENDMENT

Date: October 14, 2013

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN GAS LLC

ETS Contract No. 107784 dated June 26, 2002 ("Agreement") between Transporter and Shipper is amended effective November 01, 2013 as follows:

3. CONTRACT QUANTITIES:

Shipper and Transporter have agreed to change the Primary Receipt Point from Will County Int. (246067) to Alliance/ANR Int. (277072). 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: Scott C. Moschea

Date: Manager Gas Supply 10/28/13

ANR PIPELINE COMPANY

"Transporter"

By: 

Title: Director, Commercial Operations

Date: 10/29/13

DBB 10/15/13
AB 10-28-13
CC 10-29-13

AMENDMENT

Date: May 05, 2016

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN GAS LLC

ETS Contract No. 107784 dated June 26, 2002 ("Agreement") between Transporter and Shipper is amended effective November 01, 2016 as follows:

1) Shipper and Transporter have agreed to decrease the MDQ under this Agreement from 14,000 dth to 11,000 dth. An updated Primary Route Exhibit reflecting this change is attached.

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

November 1, 2003 to

October 31, 2023

Right of First Refusal:

Contractual (in accordance with 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)

3) 5. **RATES:** (amended and restated in its entirety)

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. 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 Shipper's contract No. 108014.
- 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.

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.

- 4) 8. **FURTHER AGREEMENT;** (amended and restated in its entirety)
- A. 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.
 - 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 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.

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

WISCONSIN GAS LLC
"Shipper"

By: [Signature]
Title: Brian Marozas
 Manager
Date: Planning & Contracts

5/27/16
ANR PIPELINE COMPANY
"Transporter"

By: [Signature]
Title: Director, Commercial Services
Date: 6-13-16

APR 5/12/16

BB 6/6/16
JW 6/10/16

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

Contract No: 107784
 Rate Schedule: ETS
 Contract Date: June 26, 2002
 Amendment Date: May 05, 2016

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: April 01, 2023	139255 WISC GAS-GRP 1 TO: October 31, 2023	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2022	139255 WISC GAS-GRP 1 TO: March 31, 2023	0	11000	0
277072 ALLIANCE/ANR INT FROM: April 01, 2022	139255 WISC GAS-GRP 1 TO: October 31, 2022	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2021	139255 WISC GAS-GRP 1 TO: March 31, 2022	0	11000	0
277072 ALLIANCE/ANR INT FROM: April 01, 2021	139255 WISC GAS-GRP 1 TO: October 31, 2021	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2020	139255 WISC GAS-GRP 1 TO: March 31, 2021	0	11000	0
277072 ALLIANCE/ANR INT FROM: April 01, 2020	139255 WISC GAS-GRP 1 TO: October 31, 2020	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2019	139255 WISC GAS-GRP 1 TO: March 31, 2020	0	11000	0
277072 ALLIANCE/ANR INT FROM: April 01, 2019	139255 WISC GAS-GRP 1 TO: October 31, 2019	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2018	139255 WISC GAS-GRP 1 TO: March 31, 2019	0	11000	0

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

Contract No: 107784
 Rate Schedule: ETS
 Contract Date: June 26, 2002
 Amendment Date: May 05, 2016

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: April 01, 2018	139255 WISC GAS-GRP 1 TO: October 31, 2018	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2017	139255 WISC GAS-GRP 1 TO: March 31, 2018	0	11000	0
277072 ALLIANCE/ANR INT FROM: April 01, 2017	139255 WISC GAS-GRP 1 TO: October 31, 2017	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2016	139255 WISC GAS-GRP 1 TO: March 31, 2017	0	11000	0
277072 ALLIANCE/ANR INT FROM: April 01, 2016	139255 WISC GAS-GRP 1 TO: October 31, 2016	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2015	139255 WISC GAS-GRP 1 TO: March 31, 2016	0	14000	0
277072 ALLIANCE/ANR INT FROM: April 01, 2015	139255 WISC GAS-GRP 1 TO: October 31, 2015	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2014	139255 WISC GAS-GRP 1 TO: March 31, 2015	0	14000	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	14000	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: 107784
 Rate Schedule: ETS
 Contract Date: June 26, 2002
 Amendment Date: May 05, 2016

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	14000	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	14000	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	14000	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	14000	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	14000	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: 107784
Rate Schedule: ETS
Contract Date: June 26, 2002
Amendment Date: May 05, 2016

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	14000	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	14000	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	14000	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2003	139376 WISC GAS-GRP 2 TO: October 31, 2004	14000	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

Amendment No. 12 Effective Date: November 1, 2016

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

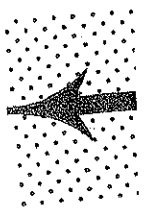
Contract No.: 108014
Amendment No: 3

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
PK 3/1/05

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:

Contract No: 108014
Amendment No: 09

- 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
ee 9-22-11*

*Legal
9/12/11
Date*

*JEP
9/12/11*

*PHB
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*

Contract No: 108014
Amendment No: 12

AMENDMENT

Date: May 05, 2016

"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, 2016 as follows:

1) Shipper and Transporter have agreed to increase the MDQ under this Agreement from 18,500 dth to 21,500 dth. An updated Primary Route Exhibit reflecting this change is attached.

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

November 1, 2003 to

October 31, 2023

Right of First Refusal:

Contractual (in accordance with 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)

3) 5. RATES: (amended and restated in its entirety)

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. 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.

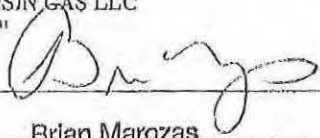
¹ The parties to the Settlement Agreement agreed to use a factor equal to 13.89% ("Cost Factor") to determine the incremental monthly surcharge payment applicable to the Complainants in the Settlement Agreement.

Contract No: 108014
Amendment No: 12

- 4) 8. **FURTHER AGREEMENT:** (amended and restated in its entirety)
- A. 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.
 - B. Shipper shall have the right to change the Primary Delivery Point in accordance with Transporter's PERC 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 PERC 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.

5 Bm BB

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

WISCONSIN GAS LLC
"Shipper"
By: 
Title: Brian Marozas
Manager
Date: Planning & Contracts

5/27/16
ANR PIPELINE COMPANY
"Transporter"
By: 
Title: Director, Commercial Services
Date: 6-13-16

BB 6/6/16

TPR 5/12/16

JW 6/10/16

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: May 05, 2016

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	21500	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	21500	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	21500	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	21500	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	21500	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: May 05, 2016

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	21500	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	21500	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: May 05, 2016

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: May 05, 2016

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

Marked Amendments

- 1) Wisconsin Public Service Company
Rate Schedule ETS Service Agreement #111864
Amendment No. 4

- 1) Wisconsin Gas LLC
Rate Schedule ETS Service Agreement #107784
Amendment No. 10

- 2) Wisconsin Gas LLC
Rate Schedule ETS Service Agreement #108014
Amendment No. 11

Contract No: 111864
Amendment No: 04

AMENDMENT

Date: October 19, 2016

"Transporter": ANRPIPELINE COMPANY

"Shipper": WISCONSIN PUBLIC SERVICE CORPORATION

ETS Contract No. 111864 dated October 06, 2005 ("Agreement") between Transporter and Shipper is amended effective November 01, 2016 as follows:

Shipper and Transporter have agreed to change the Primary Receipt Point under this Agreement to Alliance/ANR Int (277072).

An update Primary Route Exhibit reflecting this change is attached.

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

WISCONSIN PUBLIC SERVICE CORPORATION
"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 PUBLIC SERVICE CORPORATION (Shipper)

Contract No: 111864
 Rate Schedule: ETS
 Contract Date: October 06, 2005
 Amendment Date: October 19,2016

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
<u>277072</u> <u>ALLIANCE/ANR INT</u> FROM: November 01, 2016	<u>139258</u> <u>WPSC - GROUP I</u> TO: <u>October31,2017</u>	<u>7000</u>	<u>0</u>	<u>0</u>
246067 WILL COUNTY INT FROM: November 01,2015	139258 WPSC- GROUP I TO: October 31,2016	7000	0	0
277072 ALLIANCE/ANRINT FROM: November 01,2007	139258 WPSC- GROUP I TO: October 31, 2015	7000	0	0

Contract No: 107784

Amendment No: 11

AMENDMENT

Date: May 05, 2016

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN GAS LLC

ETS Contract No. 107784 dated June 26, 2002 ("Agreement") between Transporter and Shipper is amended effective November 01, 2016 as follows:

1) Shipper and Transporter have agreed to decrease the MDQ under this Agreement from 14,000 dth to 11,000 dth. An updated Primary Route Exhibit reflecting this change is attached.

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

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

November 1, 2003 to

October 31, 2023

Right of First Refusal:

Contractual (in accordance with 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)

3) 5. **RATES:** (amended and restated in its entirety)

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

Contract No: 107784

Amendment No: 11

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 \$4.858 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 Shipper's contract No. 108014.

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: 107784

Amendment No: 11

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.

4) 8. **FURTHER AGREEMENT:** (amended and restated in its entirety)

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:~~

~~e) 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%² (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~~

~~f) 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.~~

²The 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: 107784

Amendment No: 11

g) ~~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.~~

h) ~~Transporter will collect this Surcharge through Shipper's contract No. 108014.~~

~~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.~~

A. 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.

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 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.

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

WISCONSIN GAS LLC
"Shipper"

By: _____

Title: _____

Date: _____

Contract No: 107784

Amendment No: 11

ANR PIPELINE COMPANY
"Transporter"

By: _____

Title: Director, Commercial Services

Date: _____

Contract No: 107784

PRIMARY ROUTE EXHIBIT

Rate Schedule: ETS

To Agreement Between

Contract Date: June 26, 2002

ANR PIPELINE COMPANY (Transporter)

Amendment Date: May 05, 2016

AND WISCONSIN GAS LLC (Shipper)

Receipt	Delivery	Annual	Winter	Summer
Location	Location	MDQ	MDQ	MDQ
Name	Name	(DTH)	(DTH)	(DTH)
277072 ALLIANCE/ANR INT FROM: April 01, 2023	139255 WISC GAS-GRP 1 TO: October 31, 2023	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2022	139255 WISC GAS-GRP 1 TO: March 31, 2023	0	<u>11000</u>	0
277072 ALLIANCE/ANR INT FROM: April 01, 2022	139255 WISC GAS-GRP 1 TO: October 31, 2022	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2021	139255 WISC GAS-GRP 1 TO: March 31, 2022	0	<u>11000</u>	0
277072 ALLIANCE/ANR INT FROM: April 01, 2021	139255 WISC GAS-GRP 1 TO: October 31, 2021	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2020	139255 WISC GAS-GRP 1 TO: March 31, 2021	0	<u>11000</u>	0
277072 ALLIANCE/ANR INT FROM: April 01, 2020	139255 WISC GAS-GRP 1 TO: October 31, 2020	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2019	139255 WISC GAS-GRP 1 TO: March 31, 2020	0	<u>11000</u>	0

Contract No: 107784

PRIMARY ROUTE EXHIBIT

Rate Schedule: ETS

To Agreement Between

Contract Date: June 26, 2002

ANR PIPELINE COMPANY (Transporter)

Amendment Date: May 05, 2016

AND WISCONSIN GAS LLC (Shipper)

Receipt	Delivery	Annual	Winter	Summer
Location	Location	MDQ	MDQ	MDQ
Name	Name	(DTH)	(DTH)	(DTH)
277072 ALLIANCE/ANR INT FROM: April 01, 2019	139255 WISC GAS-GRP 1 TO: October 31, 2019	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2018	139255 WISC GAS-GRP 1 TO: March 31, 2019	0	<u>11000</u>	0
277072 ALLIANCE/ANR INT FROM: April 01, 2018	139255 WISC GAS-GRP 1 TO: October 31, 2018	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2017	139255 WISC GAS-GRP 1 TO: March 31, 2018	0	<u>11000</u>	0
277072 ALLIANCE/ANR INT FROM: April 01, 2017	139255 WISC GAS-GRP 1 TO: October 31, 2017	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2016	139255 WISC GAS-GRP 1 TO: March 31, 2017	0	<u>11000</u>	0
277072 ALLIANCE/ANR INT FROM: April 01, 2016	139255 WISC GAS-GRP 1 TO: October 31, 2016	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2015	139255 WISC GAS-GRP 1 TO: March 31, 2016	0	14000	0

Contract No: 107784

PRIMARY ROUTE EXHIBIT

Rate Schedule: ETS

To Agreement Between

Contract Date: June 26, 2002

ANR PIPELINE COMPANY (Transporter)

Amendment Date: May 05, 2016

AND WISCONSIN GAS LLC (Shipper)

Receipt	Delivery	Annual	Winter	Summer
Location	Location	MDQ	MDQ	MDQ
Name	Name	(DTH)	(DTH)	(DTH)
277072 ALLIANCE/ANR INT FROM: April 01, 2015	139255 WISC GAS-GRP 1 TO: October 31, 2015	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2014	139255 WISC GAS-GRP 1 TO: March 31, 2015	0	14000	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	14000	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2013	139255 WISC GAS-GRP 1 TO: October 31, 2013	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2012	139255 WISC GAS-GRP 1 TO: March 31, 2013	0	14000	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	14000	0

Contract No: 107784

PRIMARY ROUTE EXHIBIT

Rate Schedule: ETS

To Agreement Between

Contract Date: June 26, 2002

ANR PIPELINE COMPANY (Transporter)

Amendment Date: May 05, 2016

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, 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	14000	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	14000	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	14000	0
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	14000	0

Contract No: 107784

PRIMARY ROUTE EXHIBIT

Rate Schedule: ETS

To Agreement Between

Contract Date: June 26, 2002

ANR PIPELINE COMPANY (Transporter)

Amendment Date: May 05, 2016

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, 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	14000	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	14000	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2003	139376 WISC GAS-GRP 2 TO: October 31, 2004	14000	0	0

Contract No: 108014

Amendment No: 12

AMENDMENT

Date: May 05, 2016

“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, 2016 as follows:

1) Shipper and Transporter have agreed to increase the MDQ under this Agreement from 18,500 dth to 21,500 dth. An updated Primary Route Exhibit reflecting this change is attached.

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

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

November 1, 2003 to

October 31, 2023

Right of First Refusal:

Contractual (in accordance with 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)

3) 5. **RATES:** (amended and restated in its entirety)

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

Contract No: 108014

Amendment No: 12

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 \$4.858 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.

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: 12

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.

4) 8. **FURTHER AGREEMENT:** (amended and restated in its entirety)

~~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:~~

~~e) 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%² (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~~

~~f) 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.~~

~~g) 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.~~

~~h) Transporter will collect this surcharge through this Agreement.~~

² 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: 12

~~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.~~

A. 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.

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 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.

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: May 05, 2016

AND WISCONSIN GAS LLC (Shipper)

Receipt	Delivery	Annual	Winter	Summer
Location	Location	MDQ	MDQ	MDQ
Name	Name	(DTH)	(DTH)	(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	<u>21500</u>	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	<u>21500</u>	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	<u>21500</u>	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	<u>21500</u>	0

Contract No: 108014

PRIMARY ROUTE EXHIBIT

Rate Schedule: ETS

To Agreement Between

Contract Date: June 26, 2002

ANR PIPELINE COMPANY (Transporter)

Amendment Date: May 05, 2016

AND WISCONSIN GAS LLC (Shipper)

Receipt	Delivery	Annual	Winter	Summer
Location	Location	MDQ	MDQ	MDQ
Name	Name	(DTH)	(DTH)	(DTH)
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	<u>21500</u>	0
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	<u>21500</u>	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	<u>21500</u>	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

Contract No: 108014

PRIMARY ROUTE EXHIBIT

Rate Schedule: ETS

To Agreement Between

Contract Date: June 26, 2002

ANR PIPELINE COMPANY (Transporter)

Amendment Date: May 05, 2016

AND WISCONSIN GAS LLC (Shipper)

Receipt	Delivery	Annual	Winter	Summer
Location	Location	MDQ	MDQ	MDQ
Name	Name	(DTH)	(DTH)	(DTH)
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
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

Contract No: 108014

PRIMARY ROUTE EXHIBIT

Rate Schedule: ETS

To Agreement Between

Contract Date: June 26, 2002

ANR PIPELINE COMPANY (Transporter)

Amendment Date: May 05, 2016

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, 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
28873 MARSHFIELD/VIKING INT FROM: November 01, 2007	139255 WISC GAS-GRP 1 TO: March 31, 2008	0	18500	0

Contract No: 108014

PRIMARY ROUTE EXHIBIT

Rate Schedule: ETS

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Contract Date: June 26, 2002

ANR PIPELINE COMPANY (Transporter)

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Receipt	Delivery	Annual	Winter	Summer
Location	Location	MDQ	MDQ	MDQ
Name	Name	(DTH)	(DTH)	(DTH)
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