

November 1, 2017

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

Re: ANR Pipeline Company

Negotiated Rate Amendments

Docket No. RP18-

Dear Ms. Bose:

ANR Pipeline Company

700 Louisiana Street, Suite 700 Houston, Texas 77002-2700

John A. Roscher Director, Rates & Tariffs

tel 832.320.5675 fax 832.320.6675

email John_Roscher@TransCanada.com
web www.anrpl.com/company_info/

Pursuant to Section 4 of the Natural Gas Act ("NGA") and Part 154 of the Federal Energy Regulatory Commission's ("FERC" or "Commission") regulations, 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 one (1) amended Rate Schedule ETS ("ETS") negotiated rate service agreement that ANR has entered into with Wisconsin Electric Power Company ("WEPCO"); one (1) amended ETS negotiated rate agreement 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 Indiana Gas Company, Inc. ("Indiana Gas") (collectively, "Amendments"). ANR respectfully requests that the Commission accept the Amendments, included herein as Appendix A,2 to be effective November 1, 2017.

¹ 18 C.F.R. Part 154 (2017).

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 Amendments 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:

Director, Rates & Tariffs

* Joan F. Collins

Manager, Tariffs and Compliance

ANR Pipeline Company

700 Louisiana Street, Suite 700

Houston, Texas 77002-2700

Tel. (832) 320-5651

John A. Roscher

E-mail: joan_collins@transcanada.com

* 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

* 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 the negotiated rate agreements entered into with Indiana Gas, WEPCO, and WG, as more fully described below:

- ANR has agreed to allow Indiana Gas to change its primary receipt point for negotiated rate ETS Contract No. 126587 to Westrick (#513105) effective November 1, 2017, and has updated the Primary Route Exhibit to reflect this change. Contract No. 126587 is included in Appendix A as tariff record 8.68.⁴
- ANR has agreed to allow WEPCO to increase the Maximum Delivery Quantity ("MDQ") for ETS Contract No. 107896 from 13,000 Dth to 17,500 Dth, effective November 1, 2017, and has updated the Primary Route Exhibit to reflect this change. The MDQ increase of

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

⁴ ANR originally filed ETS Contract No. 126587 with the Commission as a service agreement containing negotiated rates in *ANR Pipeline Company*, Docket No. RP17-585-000 (April 26, 2017) (unpublished Director's Letter Order).

4,500 Dth is being transferred from WEPCO's negotiated rate ETS Contract No. 124961, which is terminated as a result. Contract No.107896 is included in Appendix A as tariff record 9.26.⁵

• ANR has agreed to allow WG to increase the MDQ for negotiated rate ETS Contract No. 108014 from 21,500 Dth to 32,500 Dth and change is primary receipt point to Alliance (#277072), effective November 1, 2017. ANR has updated the Primary Route Exhibit to reflect these changes. The MDQ increase of 11,000 Dth is being transferred from WG's negotiated rate ETS Contract No. 107784, which is terminated as a result. Contract No. 108014 is included in Appendix A as tariff record 9.27.6

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 8.68, 9.26, and 9.27. ANR is requesting that the Commission accept the Amendments, submitted herein as tariff records 8.68, 9.26, and 9.27, to be effective November 1, 2017.

Effective Date and Request for Waiver

ANR respectfully requests that the Commission accept the Amendments to be effective November 1, 2017, 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. 107896 (WEPCO) and 108014 (WG) 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. 107896 and 108014 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

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Appendix A

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

Clean Tariff

Tariff Records

Section 8 - Negotiated Rate Agreements

Tariff		Rate	Rate			
Record	<u>Shipper</u>	<u>Schedule</u>	<u>Agreement</u>	<u>Version</u>		
8.68	Indiana Gas Company	ETS	#126587	v.1.0.0		

Section 9 - Negotiated Rate Agreements with Non-conforming Provisions

Tariff		Rate		
Record	<u>Shipper</u>	<u>Schedule</u>	<u>Agreement</u>	<u>Version</u>
9.26	Wisconsin Electric Power Company	ETS	#107896	v.2.0.0
9.27	Wisconsin Gas, LLC	ETS	#108014	v.4.0.0

ANR Pipeline Company FERC Gas Tariff Third Revised Volume No. 1 PART 8.68 8.68 – Neg Rate Agmt Indiana Gas Company, Inc. ETS Agmt (#126587) v.1.0.0

Enhanced Transportation Service Agreement Rate Schedule ETS

Indiana Gas Company, Inc. (#126587)

Agreement Effective Date: April 1, 2017 Amendment No 1 Effective Date: November 1, 2017

Issued: November 1, 2017 (Option Code A) Effective: November 1, 2017 Date: September 02, 2015

Contract No.: 126587

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and INDIANA GAS COMPANY, INC. (Shipper).

ETS SERVICE AGREEMENT

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

NOW, THEREFORE, Transporter and Shipper agree that the terms below, together with the terms and conditions of Transporter's applicable Rate Schedule and General Terms and Conditions of Transporter's Tariff constitute the Transportation Service to be provided and the rights and obligations of Shipper and Transporter.

1. AUTHORITY FOR TRANSPORTATION SERVICE:

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

2. RATE SCHEDULE: Enhanced Transportation Service (ETS)

3. CONTRACT QUANTITIES:

Primary Routes - see Exhibit attached hereto.

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

4. TERM OF AGREEMENT:

April 01, 2017 to

March 31, 2027

Right of First Refusal:

Regulatory (in accordance with Section 6.22 of the General Terms and Conditions of Transporter's Tariff); (or)

Date: September 02, 2015 Contract No.: 126587

5. RATES:

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

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

Shipper's reservation rate for the primary route as set forth in the Primary Route Exhibit under this contract shall be the maximum reservation rate allowable by FERC for service under ANR's ETS Rate Schedule, as may change from time to time, plus an additional monthly charge of \$0.7604/Dth.

6. INCORPORATION BY REFERENCE:

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

7. NOTICES:

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

Date: September 02, 2015 Contract No.: 126587

TRANSPORTER:

ANR Pipeline Company 700 Louisiana Street, Suite 700 Houston, Texas 77002-2700 Attention: Commercial Services

SHIPPER:

INDIANA GAS COMPANY, INC. ONE VECTREN SQUARE P.O. BOX 209 **EVANSVILLE, IN 477080209** PERRY PERGOLA Attention:

Telephone: 812-491-4670

FAX:

812-491-4138

E-mail:

pmpergola@Vectren.com

INVOICES AND STATEMENTS:

INDIANA GAS COMPANY, INC. ONE VECTREN SQUARE P.O. BOX 209 EVANSVILLE, IN 477080209

Attention:

PERRY PERGOLA

Telephone:

812-491-4670

FAX:

812-491-4138

E-mail:

pmpergola@Vectren.com

FURTHER AGREEMENT: 8.

None.

Date: September 02, 2015

Contract No.: 126587

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

SHIPPER: INDIANA GAS COMPANY, INC.	
By: Efficient	
Title: VP, TOSQULATORY AFFAIRS & GAS SO	GAPLY PAR alinboas
Date: 9-18-15	L'hor .,
TRANSPORTER; ANR PIPELINE COMPANY	
By: Sudalale	
Title: <u>Director, Commercial Services</u>	JFC 9/2/15/15 209/18/15 209/18/15
Date: 9-22-15	209/18/15
	9/2010

Contract No: 126587 Amendment No: 01

AMENDMENT

Date: September 28, 2017

"Transporter": ANR PIPELINE COMPANY

"Shipper": INDIANA GAS COMPANY, INC.

ETS Contract No. 126587 dated September 02, 2015 ("Agreement") between Transporter and Shipper is amended effective November 01, 2017 as follows:

Shipper and Transporter have agreed to change the Primary Receipt Point under this Agreement to Westrick (513105). 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,

INDIANA GAS COMPANY, INC. "Shipper"	
By: Anne	
Title: Director, Gus Spyly	
Date: <u>destatus</u> 6, 2017	
ANR PIPELINE COMPANY "Transporter" By:	
Title: Director, Transportation Accounting and Contracts Date: 1013117	\
Date: _10/13/17	
cf w/ofi7	
1.1/10	

PRIMARY ROUTE EXHIBIT

To Agreement Between

ANR PIPELINE COMPANY (Transporter)

AND INDIANA GAS COMPANY, INC. (Shipper)

Contract No: 126587

Rate Schedule: ETS

30000

Contract Date: September 02, 2015

Amendment Date: September 28, 2017

Receipt Delivery Winter Summer Annual Location Location MDQ MDQ MDQ Name Name (DTH) · (DTH) (DTH) 513105 139240 30000 0 WESTRICK INDIANA GS-GRP 1 FROM: November 01, 2017 TO: March 31, 2027

1394986 139240 WESTRICK CDP

FROM: April 01, 2017

INDIANA GS-GRP 1

TO: October 31, 2017

ANR Pipeline Company FERC Gas Tariff Third Revised Volume No. 1 PART 9.26 9.26 – NC/Neg Rate Agmt Wisconsin Electric Power Company ETS Agmt (#107896) v 2.00

Enhanced Transportation Service Agreement Rate Schedule ETS

Wisconsin Electric Power Company (#107896)

Amendment No. 01 Effective Date: April 1, 2006 (Amended and Restated Agreement)
Amendment No. 07 Effective Date: November 1, 2013
Amendment No. 09 Effective Date: November 1, 2017

Issued: November 1, 2017 (Option Code A)

Effective: November 1, 2017

ETS SERVICE AGREEMENT

This AMENDED AND RESTATED AGREEMENT ("Agreement") is entered into by ANR PIPELINE COMPANY (Transporter) and WISCONSIN ELECTRIC POWER COMPANY (Shipper), on feb like 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 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 for 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.

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 $GEMS_{tm}$. 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.: 107896

Amendment 1

SHIPPER:

WISCONSIN ELECTRIC POWER COMPANY 333 W. EVERETT ST. A308 MILWAUKEE, WI 53203

Attention:

RICHARD QUICK

Telephone:

414-221-5345

Fax:

414-221-5351

INVOICES AND STATEMENTS:

WISCONSIN ELECTRIC POWER COMPANY 333 W. EVERETT ST. 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:

		Commodity
Term	Monthly Reservation Rate	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 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 provided in Section 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.B, 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.

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.
- 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.: 107896

Amendment 1

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: W	ISCONSIN ELECTRIC POWER CO	MPANY
By:	Peter Newman	State Sta
Title: Peter	r Newman eral Manager-Gas Planning	APPROVED CI ADDENDUM ATTACHED
Date:	2-18-205	1004.04 GC
TRANSPORT	TER: ANR PIPELINE COMPANY	i santa an ann an a
Title:	Agent and Attorney-in-Fact	- 5mg/ /05
Date:	3/7/05	The second

AMENDMENT

Date: July 22, 2011

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN ELECTRIC POWER COMPANY

ETS Contract No. 107896 dated June 26, 2002 ("Agreement") between Transporter and Shipper is amended effective the later of November 01, 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. 7 Effective Date"), which is necessary to provide the services hereunder as follows:

1) As of the Amendment No. 7 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:

TRANSPORTER:

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

SHIPPER:

WISCONSIN ELECTRIC POWER COMPANY 333 W. Everett Street - A308 Milwaukee, Wisconsin 53203 Attention: RICHARD QUICK

Telephone:

KICHAKD QUICI

Fax:

414-221-5345 262-523-7908

INVOICES AND STATEMENTS:

WISCONSIN ELECTRIC POWER COMPANY 231 W. Michigan Street – PSB-P277 Milwaukee, Wisconsin 53203

Attention:

GLORIA GRABARCZYK

Telephone:

414-221-2408

Fax:

262-523-7910

- 4) Shipper and Transporter have agreed to replace Section 8. **FURTHER AGREEMENT** in its entirety with the following:
 - A. The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be a Fixed Monthly Reservation Rate of \$4.858 per dth and a Fixed Commodity Rate of \$0.0075. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) in accordance with Transporter's FERC Gas Tariff.

Secondary Receipt(s):

All ML 7 Receipts

Secondary Delivery(ies):

All ML 7 Deliveries

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

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

a) The incremental monthly surcharge in the aggregate will be based on the following formula: [actual MRP Facilities construction costs (capped at \$25 million) x 13.89% (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 Electric Share

17. 31% or \$25,045.41 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 Gas LLC 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.

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

WISC	ONSIN ELECTRIC POWER COMPANY	
Ву:	Jak Monchen	·
Title:	Scott C. Moschea Manager Gas Supply	·
Date:	09 /16 /11	
A NATION AND	NEW YORK COMMINE	
	PIPELINE COMPANY sporter"	
By:	Josephe Folland	
Title:	Director, - Commercial Services	JEP 1
Date:	9/22/11	regal
	el 9-20-11	Date
	·	PAB .
		9/m/n

Contract No: 107896

Amendment No:

09

AMENDMENT

Date:

September 06, 2017

"Transporter":

ANR PIPELINE COMPANY

"Shipper";

WISCONSIN ELECTRIC POWER COMPANY

ETS Contract No. 107896 dated June 26, 2002 ("Agreement") between Transporter and Shipper is amended effective November 01, 2017 as follows:

- Shipper and Transporter have agreed to increase the winter MDQ under this Agreement from 13,000 Dth/day to 17,500 Dth/day.
- 2) Shipper and Transporter agree to add the below language to Section 3 Contract Quantities:

If Transportation Service is to be provided at differing levels during the term of the Agreement, those quantities are set forth in the Primary Route Exhibit.

3) 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)

If Transportation Service is to be provided on a seasonal basis or for non-consecutive months during the term of the Agreement, those periods are set forth in the Primary Route. Exhibit attached hereto.

4) 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(les):

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:

1) 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% (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 Electric Share

17. 31% or \$25,045.41 per month

- 2) 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.
- 3) 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.
- 4) 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

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.

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 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 Gas LLC in the State of Wisconsin.
- 5) 8. FURTHER AGREEMENT (Amended and restated in its entirety)

None

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

WISCONSIN ELECTRIC POWER COMPANY "Shipper"
By: Jacher
Title: Dia GAS SUPPLY & CONTROL
ANR PIPELLINE COMPANY
"Transporter"
By: Kay emilion 1 9/8/1-
Title: Director, Transportation Accounting and Contracts
Date: 10 6 17 Iogal
Date

Contract No: 107896

Rate Schedule: ETS
Contract Date: June 26, 2002
Amendment Date: September 06, 2017 To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN ELECTRIC POWER COMPANY (Shipper)

PRIMARY ROUTE EXHIBIT

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)	
246067 WILL COUNTY INT FROM: April 01, 2023	139256 WISC EPC-GRP 1 TO: October 31, 2023	0	0.	0	
246067 WILL COUNTY INT FROM: November 01, 2022	139256 WISC BPC-GRP 1 TO: March 31, 2023	0	17500	0	
246067 WILL COUNTY INT FROM: April 01, 2022	139256 WISC EPC-GRP 1 TO: October 31, 2022	0		0	
246067 WILL COUNTY INT FROM: November 01, 2021	139256 WISC EPC-GRP 1 TO: March 31, 2022	0	17500	0	
246067 WILL COUNTY INT FROM: April 01, 2021	139256 WISC EPC-GRP 1 TO: October 31, 2021	0	0	0	
246067 WILL COUNTY INT FROM: November 01, 2020	139256 WISC EPC-GRP 1 TO: March 31, 2021	0	17500	0	
246067 WILL COUNTY INT FROM: April 01, 2020	139256 WISC EPC-GRP 1 TO: October 31, 2020	0	0	0	
246067 WILL COUNTY INT FROM: November 01, 2019	139256 WISC EPC-GRP 1 TO: March 31, 2020	0	17500	0	
246067 WILL COUNTY INT FROM: April 01, 2019	139256 WISC EPC-GRP 1 TO; October 31, 2019	0	0	0	
246067 WILL COUNTY INT FROM: November 01, 2018	139256 WISC EPC-GRP 1 TO: March 31, 2019	0	17500	0	
246067 WILL COUNTY INT	139256 WISC EPC-GRP 1	0	0	0	

Contract No: 107896 Rate Schedule: BTS

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

Contract Date: June 26, 2002
Amendment Date: September 06, 2017

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
FROM: April 01, 2018	TO: October 31, 2018			
246067 WILL COUNTY INT FROM: November 01, 2017	139256 WISC EPC-GRP 1 TO: March 31, 2018	. 0	17500	0
246067 WILL COUNTY INT FROM: April 01, 2017	139256 WISC EPC-GRP 1 TO: October 31, 2017		. 0	0
246067 WILL COUNTY INT FROM: November 01, 2016	139256 WISC EPC-GRP 1 TO: March 31, 2017	0	13000	0
246067 WILL COUNTY INT FROM: April 01, 2016	139256 WISC EPC-GRP 1 TO: October 31, 2016	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2015	139256 WISC EPC-GRP 1 TO: March 31, 2016	0	13000	0
246067 WILL COUNTY INT FROM: April 01, 2015	139256 WISC EPC-GRP 1 TO: October 31, 2015	0.	0	0
246067 WILL COUNTY INT FROM: November 01, 2014	139256 . WISC EPC-GRP 1 TO: March 31, 2015	0	13000	0
246067 WILL COUNTY INT FROM: April 01, 2014	139256 WISC EPC-GRP 1 TO: October 31, 2014	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2013	139256 WISC EPC-GRP 1 TO: March 31, 2014	0	17500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2013	139256 WISC EPC-GRP 1 TO: October 31, 2013	0	0	0 .
28873	139256	0	17500	0

Contract No: 107896

PRIMARY ROUTE EXHIBIT Rate Schedule: ETS To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN ELECTRIC POWER COMPANY (Shipper) Contract Date: June 26, 2002 Amendment Date: September 06, 2017

AND WISCONSIII EDECTRIC	(OHER COMMANT (Simples)			
Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
MARSHFIELD/VIKING INT FROM: November 01, 2012	WISC EPC-GRP 1 TO: March 31, 2013			
28873 MARSHFIELD/VIKING INT FROM: April 01, 2012	139256 WISC EPC-GRP 1 TO: October 31, 2012	0	0	0 .
28873 MARSHFIELD/VIKING INT FROM: November 01, 2011	139256 Wisc EPC-GRP 1 TO: March 31, 2012	0	17500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2011	139256 WISC EPC-GRP 1 TO; October 31, 2011	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2010	139256 WISC EPC-GRP 1 TO: March 31, 2011	0	17500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2010	139256 WISC EPC-GRP 1 TO: October 31, 2010	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2009	139256 WISC EPC-GRP 1 TO: March 31, 2010	0	17500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2009	139256 WISC EPC-GRP 1 TO: October 31, 2009	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2008	139256 WISC EPC-GRP 1 TO: March 31, 2009	0	17500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2008	139256 WISC EPC-GRP 1 TO: October 31, 2008	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2007	139256 WISC EPC-GRP 1 TO: March 31, 2008	0	17500	0

Contract No: 107896

PRIMARY ROUTE EXHIBIT To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN ELECTRIC POWER COMPANY (Shipper) Rate Schedule; ETS Contract Date: June 26, 2002

Amendment Date: September 06, 2017

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)	
28873 MARSHFIELD/VIKING INT FROM: April 01, 2007	139256 WISC EPC-GRP 1 TO: October 31, 2007	0	0	0	
28873 MARSHFIELD/VIKING INT FROM: November 01, 2006	139256 WISC EPC-GRP t TO: March 31, 2007	0	17500	0	
28873 MARSHFIELD/VIKING INT FROM: April 01, 2006	139256 WISC EPC-GRP 1 TO: October 31, 2006		0	0	
28873 MARSHFIELD/VIKING INT FROM: November 01, 2003	139256 WISC EPC-GRP 1 TO: March 31, 2006	17500	0	0	

ANR Pipeline Company FERC Gas Tariff Third Revised Volume No. 1 PART 9.27 9.27 – NC/Neg Rate Agmt Wisconsin Gas LLC ETS Agmt (#108014) v.4.0.0

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. 12 Effective Date: November 1, 2016 Amendment No. 13 Effective Date: November 1, 2017

Issued: November 1, 2017 (Option Code A)

Effective: November 1, 2017

ETS SERVICE AGREEMENT

This AMENDED AND RESTATED AGREEMENT ("Agreement") is entered into by ANR PIPELINE COMPANY (Transporter) and WISCONSIN GAS LLC (Shipper), on Ediffe 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.

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 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

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'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

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 <a href="https://linear.com/
- 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.

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e: K Gene	eral Manager-Gas Planning	ATTAC
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NSPORT	ER: ANR PIPELINE COMPANY	Edular Constituent Protect
	TER: ANR PIPELINE COMPANY Joseph John March Company Agent and Attorney-in-Fact	

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.

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:

Amendment No:

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

- Shipper and Transporter have agreed to replace Section 8. FURTHER AGREEMENT in its entirety with the following:
 - A. The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be a Fixed Monthly Reservation Rate of \$4.858 per dth and a Fixed Commodity Rate of \$0.0075. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) in accordance with Transporter's FERC Gas Tariff.

Secondary Receipt(s):

All ML 7 Receipts

Secondary Delivery(ies):

All ML 7 Deliveries

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

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

a) The incremental monthly surcharge in the aggregate will be based on the following formula: [actual MRP Facilities construction costs (capped at \$25 million) x 13.89%¹ (Cost Factor) x 50% (MRP Facilities cost percentage agreed to by the parties to the Settlement Agreement)] + 12 months. Based on this formula and assuming an MRP Facilities capital cost of \$25 million, the resulting incremental monthly surcharge in the aggregate is calculated to be \$144,687.50 per month and Shipper's share is calculated to be:

Wisconsin Gas Share

32.15% or \$46,517.03 per month

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

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

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

	ISIN GAS LLC		
"Shipper			
By:	1 Minches		
- (.	Scott C. Moschea		
Title:	Manager Gas Supply		
Date:	09/16/11		
-			
ANR PIP	ELINE COMPANY		
"Transpo			
Ву:	Joseph Polland		
Title:	Director, - Commercial Services		nel
Date:	9/22/11	regal	9/12/11
	el 9-22-11	Date	•
	0.6 9-22-11		
	~	PHB	
		9/12/1	l

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:

- 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)

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.

- 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-jo-time and Transporter further agrees that Shipper shall retain the rates set forth in Section & 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"	
Ву:	
Title: Brian Marozas	
Date: Manager Planning & Contracts	
ANR PIPELINE COMPANY "Transporter"	
By: Stone Jarlwali-	
Title: <u>Director, Commercial Services</u>	190
Date: 6-13-16	APP 5/12/16
Bb while	
	17. 6/10/16

AMENDMENT

Date: August 22, 2017

"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, 2017 as follows:

- Shipper and Transporter have agreed to increase the winter MDQ under this Agreement from 21,500 Dth/day to 32,500 Dth/day and change the primary receipt point from Will County (246067) to Alliance(277072). An updated Primary Route Exhibit reflecting this change is attached.
- 2) Shipper and Transporter agree to add the below language to Section 3 Contract Quantities:
 If Transportation Service is to be provided at differing levels during the term of the Agreement, those quantities are set forth in the Primary Route Exhibit.

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

WISCONSIN GAS LLC "Shipper"	
By: Dal Kg	
Title: SVP - WEAF	
Date: 9/2x/2017	
ANR PIPELINE COMPANY "Transporter"	
By: Langelerman	
Title: Director, Transportation Accounting and Contracts A 8/1	1
Date: 10/6/17	

Contract No: 108014 Rate Schedule: ETS

PRIMARY ROUTE EXHIBIT To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN GAS LLC (Shipper) Contract Date: June 26, 2002 Amendment Date: August 22, 2017

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	32500	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	32500	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	32500	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	32500	
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	32500	0
277072 Alliance/añr int	139255 WISC GAS-GRP 1	0	0	0

Contract No: 108014
Rate Schedule: ETS
Contract Date: June 26, 2002
Amendment Date: August 22, 2017

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

PRIMARY ROUTE EXHIBIT

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
FROM: April 01, 2018	TO: October 31, 2018			
277072 ALLIANCE/ANR INT FROM: November 01, 2017	139255 WISC GAS-GRP 1 TO: March 31, 2018	0	32500	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 MARSHFIBLD/VIKING INT FROM: April 01, 2013	139255 WISC GAS-GRP 1 TO: October 31, 2013	0	0	0
28873	139255	0	18500	0

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

Contract No: 108014
Rate Schedule: BTS
Contract Date: June 26, 2002
Amendment Date: August 22, 2017

AND WISCONSIN GAS LLC (Sh	ipper)			
Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
MARSHFIELD/VIKING INT FROM: November 01, 2012	WISC GAS-GRP 1 TO: March 31, 2013			•
28873 MARSHFIELD/VIKING INT FROM: April 01, 2012	139255 WISC GAS-GRP 1 TO: October 31, 2012	0	. 0	0
28873 MARSHFIBLD/VIKING INT FROM: November 01, 2011	139255 WISC GAS-GRP 1 TO: March 31, 2012		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
28873 MARSHFIELD/VIKING INT FROM: November 01, 2007	139255 WISC GAS-GRP 1 TO: March 31, 2008	. 0	18500	0

Contract No: 108014 Rate Schedule: ETS

Contract Date: June 26, 2002
Amendment Date: August 22, 2017

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

PRIMARY ROUTE EXHIBIT

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

Appendix B

ANR Pipeline Company

Marked Amendments

- 1) Indiana Gas Company Rate Schedule ETS Service Agreement Amendment No. 1 (#126587)
- 2) Wisconsin Electric Power Company Rate Schedule ETS Service Agreement Amendment No. 9 (#107896)
- Wisconsin Gas LLCRate Schedule ETS Service Agreement Amendment No. 13 (#108014)

Contract No: «Contract_Number»

Amendment No: «Amendment_Number»

AMENDMENT

Date: September 28, 2017

"Transporter": ANR PIPELINE COMPANY

"Shipper": INDIANA GAS COMPANY, INC.

ETS Contract No. 126587 dated September 02, 2015 ("Agreement") between Transporter and Shipper is amended effective November 01, 2017 as follows:

Shipper and Transporter have agreed to change the Primary Receipt Point under this Agreement to Westrick (513105). 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.

INDIA "Ship	NNA GAS COMPANY, INC. per''
By:	
Title:	
Date:	
	PIPELINE COMPANY sporter''
By:	
Title:	Director, Transportation Accounting and Contracts
Date:	

Contract No: «contr_id»

PRIMARY ROUTE EXHIBIT Rate Schedule: «rs_id»

To Agreement Between Contract Date: «super_dt»

ANR PIPELINE COMPANY (Transporter)

Amendment Date: «docu_dt»

AND «shipper» (Shipper)

FROM: April 01, 2017

Receipt Delivery Annual Winter Summer Location Location MDQ MDQ MDQ Name (DTH) (DTH) (DTH) Name 30000 0 <u>513105</u> 139240 **WESTRICK** INDIANA GS-GRP 1 FROM: November 01, 2017 TO: March 31, 2027 1394986 139240 30000 0 0 WESTRICK CDP INDIANA GS-GRP 1

TO: October 31, 2017

Amendment No: <u>09</u>

AMENDMENT

Date: September 06, 2017

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN ELECTRIC POWER COMPANY

ETS Contract No. 107896 dated June 26, 2002 ("Agreement") between Transporter and Shipper is amended effective November 01, 2017 as follows:

1) Shipper and Transporter have agreed to increase the winter MDQ under this Agreement from 13,000 Dth/day to 17,500 Dth/day.

2) Shipper and Transporter agree to add the below language to Section 3 Contract Quantities:

If Transportation Service is to be provided at differing levels during the term of the Agreement, those quantities are set forth in the Primary Route Exhibit.

3) 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)

If Transportation Service is to be provided on a seasonal basis or for non-consecutive months during the term of the Agreement, those periods are set forth in the Primary Route. Exhibit attached hereto.

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.

Amendment No: <u>09</u>

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:

1) 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)] \(^1\) 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 Electric Share 17. 31% or \$25,045.41 per month

- 2) 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.
- 3) 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.

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.

Amendment No: <u>09</u>

- 4) 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 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 Gas LLC in the State of Wisconsin.
- **8. FURTHER AGREEMENT** (Amended and restated in its entirety)

None

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

WISCC ''Shipp	er"
By: _	
Title: _	
Date: _	
	IPELINE COMPANY porter''
By: _	
Title: _	Director, Transportation Accounting and Contracts
Date:	

WICCONCIN ELECTRIC DOWER COMPANY

PRIMARY ROUTE EXHIBIT

Rate Schedule: ETS

To Agreement Between

Contract Date: June 26, 2002

ANR PIPELINE COMPANY (Transporter)

Amendment Date: September 06, 2017

Receipt	Delivery	Annual	Winter	Summer
Location	Location	MDQ	MDQ	MDQ
Name	Name	(DTH)	(DTH)	(DTH)
246067	139256	0	0	0
WILL COUNTY INT FROM: April 01, 2023	WISC EPC-GRP 1 TO: October 31, 2023			
246067	139256	0	<u>17500</u>	0
WILL COUNTY INT FROM: November 01, 2022	WISC EPC-GRP 1 TO: March 31, 2023			
246067	139256	0	0	0
WILL COUNTY INT	WISC EPC-GRP 1	V	· ·	Ü
FROM: April 01, 2022	TO: October 31, 2022	0	17500	0
246067 WILL COUNTY INT	139256 WISC EPC-GRP 1	0	<u>17500</u>	0
FROM: November 01, 2021	TO: March 31, 2022			
246067 WILL COUNTY INT	139256 WISC EPC-GRP 1	0	0	0
FROM: April 01, 2021	TO: October 31, 2021			
246067 WILL COUNTY INT	139256 WISC EPC-GRP 1	0	<u>17500</u>	0
FROM: November 01, 2020	TO: March 31, 2021			
246067	139256	0	0	0
WILL COUNTY INT FROM: April 01, 2020	WISC EPC-GRP 1 TO: October 31, 2020			
246067	139256	0	<u>17500</u>	0
WILL COUNTY INT FROM: November 01, 2019	WISC EPC-GRP 1 TO: March 31, 2020			
246067	139256	0	0	0
	10,20	· ·	O	J

PRIMARY ROUTE EXHIBIT

Rate Schedule: ETS

To Agreement Between

Contract Date: June 26, 2002

ANR PIPELINE COMPANY (Transporter)

Amendment Date: September 06, 2017

Receipt	Delivery	Annual	Winter	Summer
Location	Location	MDQ	MDQ	MDQ
Name	Name	(DTH)	(DTH)	(DTH)
WILL COUNTY INT FROM: April 01, 2019	WISC EPC-GRP 1 TO: October 31, 2019			
246067 WILL COUNTY INT FROM: November 01, 2018	139256 WISC EPC-GRP 1 TO: March 31, 2019	0	<u>17500</u>	0
246067 WILL COUNTY INT FROM: April 01, 2018	139256 WISC EPC-GRP 1 TO: October 31, 2018	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2017	139256 WISC EPC-GRP 1 TO: March 31, 2018	0	<u>17500</u>	0
246067 WILL COUNTY INT FROM: April 01, 2017	139256 WISC EPC-GRP 1 TO: October 31, 2017	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2016	139256 WISC EPC-GRP 1 TO: March 31, 2017	0	13000	0
246067 WILL COUNTY INT FROM: April 01, 2016	139256 WISC EPC-GRP 1 TO: October 31, 2016	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2015	139256 WISC EPC-GRP 1 TO: March 31, 2016	0	13000	0
246067 WILL COUNTY INT FROM: April 01, 2015	139256 WISC EPC-GRP 1 TO: October 31, 2015	0	0	0

PRIMARY ROUTE EXHIBIT

Rate Schedule: ETS

To Agreement Between

Contract Date: June 26, 2002

ANR PIPELINE COMPANY (Transporter)

Amendment Date: September 06, 2017

Receipt	Delivery	Annual	Winter	Summer
Location	Location	MDQ	MDQ	MDQ
Name	Name	(DTH)	(DTH)	(DTH)
246067	139256	0	13000	0
WILL COUNTY INT FROM: November 01, 2014	WISC EPC-GRP 1 TO: March 31, 2015			
246067	139256	0	0	0
WILL COUNTY INT FROM: April 01, 2014	WISC EPC-GRP 1 TO: October 31, 2014			
246067	139256	0	17500	0
WILL COUNTY INT FROM: November 01, 2013	WISC EPC-GRP 1 TO: March 31, 2014			
28873	139256	0	0	0
MARSHFIELD/VIKING INT FROM: April 01, 2013	WISC EPC-GRP 1 TO: October 31, 2013			
28873	139256	0	17500	0
MARSHFIELD/VIKING INT FROM: November 01, 2012	WISC EPC-GRP 1 TO: March 31, 2013		-,	
28873	139256	0	0	0
MARSHFIELD/VIKING INT	WISC EPC-GRP 1	U	U	Ü
FROM: April 01, 2012	TO: October 31, 2012	0	17500	0
28873 MARSHFIELD/VIKING INT	139256 WISC EPC-GRP 1	0	17500	0
FROM: November 01, 2011	TO: March 31, 2012			
28873 MARSHFIELD/VIKING INT	139256 WISC EPC-GRP 1	0	0	0
FROM: April 01, 2011	TO: October 31, 2011			
28873	139256	0	17500	0

PRIMARY ROUTE EXHIBIT

Rate Schedule: ETS

To Agreement Between

Contract Date: June 26, 2002

ANR PIPELINE COMPANY (Transporter)

Amendment Date: September 06, 2017

Receipt	Delivery	Annual	Winter	Summer
Location	Location	MDQ	MDQ	MDQ
Name	Name	(DTH)	(DTH)	(DTH)
MARSHFIELD/VIKING INT FROM: November 01, 2010	WISC EPC-GRP 1 TO: March 31, 2011			
28873 MARSHFIELD/VIKING INT FROM: April 01, 2010	139256 WISC EPC-GRP 1 TO: October 31, 2010	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2009	139256 WISC EPC-GRP 1 TO: March 31, 2010	0	17500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2009	139256 WISC EPC-GRP 1 TO: October 31, 2009	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2008	139256 WISC EPC-GRP 1 TO: March 31, 2009	0	17500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2008	139256 WISC EPC-GRP 1 TO: October 31, 2008	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2007	139256 WISC EPC-GRP 1 TO: March 31, 2008	0	17500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2007	139256 WISC EPC-GRP 1 TO: October 31, 2007	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2006	139256 WISC EPC-GRP 1 TO: March 31, 2007	0	17500	0

PRIMARY ROUTE EXHIBIT Rate Schedule: ETS

To Agreement BetweenContract Date: June 26, 2002

ANR PIPELINE COMPANY (Transporter)

Amendment Date: September 06, 2017

Receipt	Delivery	Annual	Winter	Summer
Location	Location	MDQ	MDQ	MDQ
Name	Name	(DTH)	(DTH)	(DTH)
28873 MARSHFIELD/VIKING INT FROM: April 01, 2006	139256 WISC EPC-GRP 1 TO: October 31, 2006	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2003	139256 WISC EPC-GRP 1 TO: March 31, 2006	17500	0	0

Amendment No: <u>13</u>

AMENDMENT

Date: August 22, 2017

WIGGONGIN GAGILI

"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, 2017 as follows:

- 1) Shipper and Transporter have agreed to increase the winter MDQ under this Agreement from 21,500 Dth/day to 32,500 Dth/day and change the primary receipt point from Will County (246067) to Alliance(277072). An updated Primary Route Exhibit reflecting this change is attached.
- 2) Shipper and Transporter agree to add the below language to **Section 3 Contract Quantities:**

If Transportation Service is to be provided at differing levels during the term of the Agreement, those quantities are set forth in the Primary Route Exhibit.

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

"Shipper"	
By:	
Title:	
Date:	
ANR PIPELINE COMPANY "Transporter"	
Rv.	

Contract No:	108014
Amendment No:	<u>13</u>

Title:	Director,	<u>Transportation</u>	Accounting	and Contracts
		_		
Date:				

PRIMARY ROUTE EXHIBIT

Rate Schedule: ETS

To Agreement Between

Contract Date: June 26, 2002

ANR PIPELINE COMPANY (Transporter)

Amendment Date: August 22, 2017

AND WISCONSIN GAS LLC (Shipper)

Receipt	Delivery	Annual	Winter	Summer
Location	Location	MDQ	MDQ	MDQ
Name	Name	(DTH)	(DTH)	(DTH)
<u>277072</u>	139255	0	0	0
ALLIANCE/ANR INT FROM: April 01, 2023	WISC GAS-GRP 1 TO: October 31, 2023			
<u>277072</u>	139255	0	<u>32500</u>	0
ALLIANCE/ANR INT FROM: November 01, 2022	WISC GAS-GRP 1 TO: March 31, 2023			
<u>277072</u>	139255	0	0	0
ALLIANCE/ANR INT FROM: April 01, 2022	WISC GAS-GRP 1 TO: October 31, 2022			
277072	139255	0	32500	0
ALLIANCE/ANR INT	WISC GAS-GRP 1	Ü	<u>32300</u>	· ·
FROM: November 01, 2021	TO: March 31, 2022	_	_	_
277072 ALLIANCE/ANR INT	139255 WISC GAS-GRP 1	0	0	0
FROM: April 01, 2021	TO: October 31, 2021			
277072 ALLIANCE/ANR INT	139255 WISC GAS-GRP 1	0	<u>32500</u>	0
FROM: November 01, 2020	TO: March 31, 2021			
<u>277072</u>	139255	0	0	0
ALLIANCE/ANR INT FROM: April 01, 2020	WISC GAS-GRP 1 TO: October 31, 2020			
<u>277072</u>	139255	0	32500	0
ALLIANCE/ANR INT FROM: November 01, 2019	WISC GAS-GRP 1 TO: March 31, 2020			
		•	2	
<u>277072</u>	139255	0	0	0

PRIMARY ROUTE EXHIBIT

Rate Schedule: ETS

To Agreement Between

Contract Date: June 26, 2002

ANR PIPELINE COMPANY (Transporter)

Amendment Date: August 22, 2017

AND WISCONSIN GAS LLC (Shipper)

Receipt	Delivery	Annual	Winter	Summer
Location	Location	MDQ	MDQ	MDQ
Name	Name	(DTH)	(DTH)	(DTH)
ALLIANCE/ANR INT FROM: April 01, 2019	WISC GAS-GRP 1 TO: October 31, 2019			
277072 ALLIANCE/ANR INT FROM: November 01, 2018	139255 WISC GAS-GRP 1 TO: March 31, 2019	0	32500	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>32500</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	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

Rate Schedule: ETS

PRIMARY ROUTE EXHIBIT

ANR PIPELINE COMPANY (Transporter)

Amendment Date: August 22, 2017

Contract Date: June 26, 2002

AND WISCONSIN GAS LLC (Shipper)

To Agreement Between

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

PRIMARY ROUTE EXHIBIT Rate Schedule: ETS

To Agreement BetweenContract Date: June 26, 2002

ANR PIPELINE COMPANY (Transporter) Amendment Date: August 22, 2017

AND WISCONSIN GAS LLC (Shipper)

Receipt	Delivery	Annual	Winter	Summer
Location	Location	MDQ	MDQ	MDQ
Name	Name	(DTH)	(DTH)	(DTH)
MARSHFIELD/VIKING INT FROM: November 01, 2010	WISC GAS-GRP 1 TO: March 31, 2011			
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
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

PRIMARY ROUTE EXHIBIT Rate Schedule: ETS

To Agreement BetweenContract Date: June 26, 2002

ANR PIPELINE COMPANY (Transporter)

Amendment Date: August 22, 2017

AND WISCONSIN GAS LLC (Shipper)

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