



March 1, 2019

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

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

John A. Roscher  
Director, Rates & Tariffs

**tel** 832.320.5675  
**fax** 832.320.6675  
**email** John\_Roscher@TransCanada.com  
**web** www.anrpl.com/company\_info/

Re: ANR Pipeline Company  
Non-Conforming/Negotiated Rate Agreements  
Docket No. RP19- -

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act (“NGA”) and Part 154 of the Federal Energy Regulatory Commission’s (“FERC” or “Commission”) regulations,<sup>1</sup> ANR Pipeline Company (“ANR”) respectfully submits for filing and acceptance:

- Revised Part 1 – Table of Contents (“Table of Contents”) to be part of its FERC Gas Tariff, Third Revised Volume No. 1 (“Tariff”);
- Revised Part 6.28 – GT&C, Non-Conforming Agreements (“Section 6.28”) to be part of its Tariff; and
- Two (2) tariff records containing two (2) Rate Schedule FTS-3 (“FTS-3”) negotiated rate service agreements containing a non-conforming provision (collectively, “Agreements”).

The tariff sections and tariff records are being submitted to comply with the Commission’s November 2, 2017 Order Issuing Certificate and Approving Abandonment in Docket No.

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<sup>1</sup> 18 C.F.R. Part 154 (2018).

CP17-9-000.<sup>2</sup> ANR respectfully requests that the Commission accept the tariff sections and the Agreements, included herein as Appendix A,<sup>3</sup> to become effective April 1, 2019.

### **Correspondence**

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

John A. Roscher Director, Rates & Tariffs	* David R. Hammel Director, U.S. Legal
* David H. Brown Manager, Tariffs	ANR Pipeline Company
ANR Pipeline Company	700 Louisiana Street, Suite 700
700 Louisiana Street, Suite 700	Houston, Texas 77002-2700
Houston, Texas 77002-2700	Tel. (832) 320-5861
Tel. (832) 320-5512	E-mail: dave_hammel@transcanada.com
E-mail: david_brown@transcanada.com	

\* Persons designated for official service pursuant to Rule 2010.

### **Statement of the Nature, Reasons and Basis for Filing**

#### **Background**

On November 3, 2016, ANR filed an application pursuant to section 7(b) and 7(c) of the NGA<sup>4</sup> and Part 157 of the Commission's regulations ("Certificate Application")<sup>5</sup> requesting authorization to install, abandon, replace, and modify facilities on its system in Illinois and Wisconsin as part of the Wisconsin South Expansion Project ("Project"),<sup>6</sup> in order to provide up to 230,950 dekatherms ("Dth") per day of firm transportation service to meet growing natural gas demand in northern Illinois and Wisconsin. As part of its Certificate Application, ANR submitted an executed precedent agreement with Wisconsin Power and Light Company ("WPL"), among others.<sup>7</sup>

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<sup>2</sup> *ANR Pipeline Company*, 161 FERC ¶ 61,132 (2017) ("Certificate Order").

<sup>3</sup> *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 Agreements included herein as whole documents, in PDF format.

<sup>4</sup> 15 U.S.C. § 717f(b), (c) (2012).

<sup>5</sup> 18 C.F.R. Part 157 (2017).

<sup>6</sup> The Project includes the construction of a new compressor station, the replacement of multiple pipeline facilities, and the re-staging of an existing compressor station.

<sup>7</sup> The precedent agreement is the result of a non-binding open season which was held from June 14, 2014, through August 5, 2014 ("Open Season").

On November 2, 2017, the Commission issued its Certificate Order authorizing ANR to construct and operate the Project. As part of the Certificate Order, the Commission required ANR to file the negotiated rate agreements or tariff records relating to the Project at least 30 days, but no more than 60 days, before the proposed effective date for such rates.<sup>8</sup>

Accordingly, ANR is submitting the Agreements, included herein as Appendix A, as negotiated rate service agreements containing a non-conforming provision, as further discussed below.

FTS-3 Service Agreement No. 126336 (“Contract No. 126336”)  
Between ANR and WPL  
Dated November 9, 2017  
Tariff Record 9.36

FTS-3 Service Agreement No. 126340 (“Contract No. 126340”)  
Between ANR and WPL  
Dated November 9, 2017  
Tariff Record 9.37

*Non- Conforming Provision*

The Agreements submitted herein contain a provision which deviates from the applicable FTS-1 *pro forma* Form of Service Agreement (“PFSA”) in ANR’s Tariff. The Further Agreement section the Agreements (*i.e.*, Article 8) includes a non-conforming provision which sets forth the creditworthiness requirements that were part of the precedent agreement that WPL submitted in the Open Season. As WPL is among the only holders of the Project’s capacity,<sup>9</sup> such creditworthiness requirements are necessary to ensure that ANR’s financial commitment to the Project is protected through the initial terms of service for the Agreements. Such creditworthiness provisions are necessary to support the Project and are consistent with Commission precedent as well as the Commission’s Policy Statement regarding collateral requirements for construction projects.<sup>10</sup>

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<sup>8</sup> Certificate Order at P 31.

<sup>9</sup> Other holders of Project capacity include Wisconsin Public Service Corporation, Northern Illinois Gas Company d/b/a Nicor Gas Company, and Rocky Road Power, LLC. Transportation service agreements containing similar non-conforming creditworthiness provisions with these Project shippers have previously been filed with and accepted by the Commission. See *ANR Pipeline Company*, Docket No. RP18-1247-000 (October 24, 2018) (Unpublished Director’s Letter Order).

<sup>10</sup> *Creditworthiness Standards for Interstate Natural Gas Pipelines*, 111 FERC ¶ 61,142 at P 17 to 19, and 21 (2005). P 19 states that the collateral requirements in the precedent agreements would apply only to the initial shippers on the project, and would continue to apply to these initial shippers even after the project goes into service. See also *ANR Pipeline Company*, Docket No. RP15-375-000 (February 26, 2015) (Unpublished Director’s Letter Order).

### Negotiated Rate Agreements

Additionally, the Agreements are filed herein as service agreements containing negotiated rates, as further described below:<sup>11</sup>

- Contract No. 126336 – ANR and WPL have mutually agreed that the rate for the Primary Route Maximum Daily Quantity as listed in the Primary Route Exhibit and secondary receipts/deliveries shall be a Fixed Monthly Reservation Rate of \$3.000 per Dth, a Fixed Monthly Capacity Reservation Rate of \$0.1016 per Dth, and a Fixed Commodity Rate of \$0.0075. This rate shall be inclusive of any other fees or surcharges under ANR’s Tariff. In addition, WPL shall be charged any applicable ACA, Transporter’s Use (Fuel %), EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with ANR’s Tariff.
- Contract No. 126340 – ANR and WPL have mutually agreed that the rate for the Primary Route Maximum Daily Quantity as listed in the Primary Route Exhibit and secondary receipts/deliveries shall be a Fixed Monthly Reservation Rate of \$3.000 per Dth, a Fixed Monthly Capacity Reservation Rate of \$0.1016 per Dth, and a Fixed Commodity Rate of \$0.0075. This rate shall be inclusive of any other fees or surcharges under ANR’s Tariff. In addition, WPL shall be charged any applicable ACA, Transporter’s Use (Fuel %), EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with ANR’s Tariff.

ANR advises that no undisclosed agreements, etc., are linked to the Agreements, which are included herein as Appendix A. To conform with Order No. 714, ANR is submitting the Agreements individually and in their entirety as tariff records 9.36 and 9.37.<sup>12</sup> Additionally, a revised Table of Contents and Section 6.28 are submitted herein as part of Appendix A to reflect the housing of the tariff records in ANR’s Tariff. ANR is requesting that the Commission accept the Agreements (tariff records 9.36 and 9.37) and the proposed tariff sections to become effective April 1, 2019.

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<sup>11</sup> On May 28, 1999, in Docket No. RP99-301-000, 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. *ANR Pipeline Company*, 87 FERC ¶ 61,241 (1999).

<sup>12</sup> The Agreements provide all the information required by Section 6.27 of ANR’s Tariff, including: (1) the exact legal name of the shipper; (2) the negotiated rate; (3) the applicable rate schedule; (4) the receipt and delivery points; and (5) the contract quantities.

### **Effective Date**

ANR respectfully requests that the Commission accept the tariff sections and Agreements to become effective April 1, 2019.

### **Other Filings Which May Affect This Proceeding**

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

### **Contents of Filing**

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

1. This transmittal letter;
2. A clean version of the tariff sections and tariff records (Appendix A);
3. A marked version of the tariff sections (Appendix B); and
4. A redlined version of the Agreements.

### **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 any 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 David Brown at (832) 320-5512.

Respectfully submitted,

ANR PIPELINE COMPANY

A handwritten signature in black ink that reads "John A. Roscher". The signature is written in a cursive style with a long horizontal flourish extending to the right.

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John A. Roscher  
Director, Rates & Tariffs

Enclosures

**Appendix A**  
***ANR Pipeline Company***  
***FERC Gas Tariff, Third Revised Volume No. 1***  
**Clean Tariff**

**Tariff Sections**

**Version**

1 – TABLE OF CONTENTS	v.46.0.0
6.28 – GT&C, Non-Conforming Agreements	v.21.0.0

**Tariff Records**

**Section 9 – Non-Conforming Agreements with Negotiated Rates**

9.36	Wisconsin Power and Light Company FTS-3 Agmt #126336	v.0.0.0
9.37	Wisconsin Power and Light Company FTS-3 Agmt #126340	v.0.0.0

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X-16	Exchange Agreement with Great Lakes Gas Transmission Company	151
X-18	Exchange Agreement with Natural Gas Pipeline Company of America and Phillips Petroleum Company	180
X-37	Exchange Agreement with Southern Natural Gas Company	278
X-62	Exchange Agreement with Transcontinental Gas Pipe Line Corporation	532

## 6.28 NON-CONFORMING AGREEMENTS

1. Midland Cogeneration Venture Limited Partnership FTS-1 Agreements, dated August 30, 2001.  
  
Contract No. 106102
2. Wisconsin Gas LLC, ETS Agreement, dated September 27, 2004.  
  
Contract Nos. 107784, 108014
3. Wisconsin Public Service Corporation, ETS Agreement, dated October 22, 2004.  
  
Contract No. 5500
4. Wisconsin Public Service Corporation, FTS-1 Agreement, dated October 22, 2004.  
  
Contract No. 12000
5. Callon Petroleum Operating Company, Habanero Lease Dedication Agreement, dated December 1, 2003.
6. PXP Offshore LLC, Letter Agreement Regarding Natural Gas Reserve Commitment, dated September 1, 2002.
7. Kerr-McGee Oil & Gas Corp., Red Hawk Lease Dedication Agreement, dated September 12, 2002.
8. ExxonMobil Gas Marketing Company, Lease Dedication Agreement, dated November 1, 2002.
9. BP Exploration & Production, Inc., Red Hawk Lease Dedication Agreement, dated November 1, 2002.
10. Wisconsin Electric Power Company, ETS Agreement, dated September 27, 2004.  
  
Contract No. 107896
11. Conoco Phillips Company, Magnolia Lease Dedication Agreement, dated February 1, 2004.
12. Chevron U.S.A. Inc. & BHP Billiton Petroleum (Deepwater) Inc., Lease Dedication Agreement, dated November 14, 2001.

13. City Gas Company, FTS-1 Agreement, dated June 28, 2004.  
Contract No. 109610
14. Centra Gas Manitoba, Inc., FTS-1 Agreement, dated August 1, 2004.  
Contract No. 109713
15. Wisconsin Electric Power Company, ETS Agreement, dated August 18, 2014.  
Contract No. 124961
16. Antero Resources Corporation, FTS-1 Agreements, dated September 22, 2014.  
Contract Nos. 125082, 125083
17. CNX Gas Company LLC, FTS-1 Agreements, dated January 21, 2015.  
Contract Nos. 125723, 125724
18. Indeck-Corinth Limited Partnership and ABN-AMRO Bank, N.V.,  
Acknowledgement and Consent, dated August 1, 2005.
19. Indeck-Corinth Limited Partnership and General Electric Capital Corporation,  
Acknowledgement and Consent, dated August 31, 2005.
20. Iowa Fertilizer Company LLC, FTS-1 Agreement, dated December 23, 2015.  
Contract No. 127009
21. Midland Cogeneration Venture Limited Partnership, FTS-1 Agreements, dated May  
23, 2006.  
Contract Nos. 112546, 112547
22. Wisconsin Gas LLC, FTS-1 Agreement, dated April 21, 2003.  
Contract No. 109212
23. Wisconsin Electric Power Company, FTS-1 Agreement, dated April 21, 2003.  
Contract No. 109223



24. Wisconsin Gas LLC, ETS Agreement, dated October 17, 2003.  
Contract No. 109854
25. EQT Energy, LLC, FTS-1 Agreements, dated February 23, 2015.  
Contract Nos. 125852, 125853, 125854
26. J. Aron & Company, FSS Agreement, dated January 29, 2016.  
Contract No. 127260
27. Wisconsin Gas LLC, ETS Agreement, dated August 25, 2011.  
Contract No. 118840
28. Wisconsin Gas LLC, ETS Agreement, dated June 27, 2002.  
Contract Nos. 107877, 107879
29. Wisconsin Gas LLC, FSS Agreement, dated June 26, 2002.  
Contract Nos. 107870, 107871, 107880, 107881
30. Wisconsin Electric Power Company, ETS Agreement, dated June 27, 2002.  
Contract Nos. 107895, 107897, 107898, 107899
31. Wisconsin Gas LLC, NNS Agreement, dated June 27, 2002.  
Contract No. 107995
32. Wisconsin Electric Power Company, NNS Agreement, dated June 27, 2002.  
Contract No. 107997
33. Wisconsin Gas LLC, FSS Agreement, dated April 21, 2003.  
Contract Nos. 109210, 109211
34. Wisconsin Gas LLC, ETS Agreement, dated April 21, 2003.  
Contract No. 109218

35. Wisconsin Electric Power Company, ETS Agreement, dated April 21, 2003.  
Contract No. 109222
36. Wisconsin Electric Power Company, FSS Agreement, dated April 21, 2003.  
Contract Nos. 109225, 109226, 109227
37. Wisconsin Gas LLC, FSS Agreement, dated July 22, 2011.  
Contract No. 118552
38. Wisconsin Electric Power Company, ETS Agreement, dated July 22, 2011.  
Contract Nos. 118787, 118789
39. Wisconsin Gas LLC, ETS Agreement, dated July 22, 2011.  
Contract Nos. 118793, 118794
40. Tennessee Valley Authority, FTS-3 Agreement, dated July 23, 2008.  
Contract Nos. 114655, 114656
41. Wisconsin Public Service Corporation, ETS Agreement, dated October 6, 2004.  
Contract Nos. 1600, 5450, 106322
42. Wisconsin Public Service Corporation, NNS Agreement, dated October 6, 2004.  
Contract No. 99515
43. Wisconsin Public Service Corporation, FTS-1 Agreement, dated October 6, 2004.  
Contract Nos. 104404, 104405, 106199
44. Wisconsin Public Service Corporation, FSS Agreement, dated March 28, 2008.  
Contract Nos. 114369, 114370

45. Wisconsin Gas LLC, ETS Agreement, dated June 26, 2002.  
Contract No. 107873
46. Wisconsin Electric Power Company, ETS Agreement, dated June 26, 2002.  
Contract No. 107893
47. Madison Gas and Electric Company, FTS-1 Agreement, dated April 8, 2008.  
Contract No. 114512
48. Chevron U.S.A. Inc., PTS-2 Agreement, dated November 14, 2001.  
Contract No. 107146
49. BHP Billiton Petroleum (Deepwater) Inc., PTS-2 Agreement, dated November 14, 2001.  
Contract No. 107147
50. PXP Offshore LLC, PTS-2 Agreement, dated September 12, 2002.  
Contract No. 108250
51. Wisconsin Electric Power Company, FSS Agreement, dated June 26, 2002.  
Contract Nos. 107889, 107900, 107901
52. Wisconsin Gas LLC, FSS Agreement, dated October 10, 2007.  
Contract No. 113715
53. Wisconsin Electric Power Company, FSS Agreement, dated October 10, 2007.  
Contract No. 113729
54. Wisconsin Gas LLC, ETS Agreement, dated October 31, 2007.  
Contract No. 113710
55. Wisconsin Electric Power Company, ETS Agreement, dated November 1, 2007.  
Contract No. 114091

56. Vectren Energy Delivery of Ohio, Inc., ETS Agreements, dated May 20, 2015.

Contract Nos. 126278, 126279

57. Northern Illinois Gas Company d/b/a Nicor Gas Company, ETS Agreement dated December 2, 2015.

Contract No. 127096

58. Shell Energy North America (US), L.P., FTS-1 Agreement, dated February 27, 2017.

Contract No. 129163

59. Tennessee Valley Authority, FTS-3 Agreement, dated September 2, 2015.

Contract No. 126586

60. Wisconsin Public Service Corporation, ETS Agreement, dated November 8, 2017.

Contract No. 126333

61. Northern Illinois Gas Company d/b/a Nicor Gas Company, ETS Agreement, dated November 9, 2017

Contract No. 127117

62. Rocky Road Power, LLC, FTS-1 Agreement, dated November 10, 2017

Contract No. 130462

63. Wisconsin Power and Light Company, FTS-3 Agreement, dated November 9, 2017

Contract Nos. 126336 and 126340

Firm Transportation Service Agreement  
Rate Schedule FTS-3

Wisconsin Power and Light Company  
(126336)

Agreement Effective Date: April 1, 2019

Date: Nov 09, 2017

Contract No.: 126336

### FTS - 3 SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and WISCONSIN POWER AND LIGHT COMPANY (Shipper).

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

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

1. **AUTHORITY FOR TRANSPORTATION SERVICE:**

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

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

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, 2019 to

March 31, 2034

This Agreement shall be effective as of April 1, 2019, and shall continue in full force and effect through March 31, 2034; provided, however, Transporter shall be under no obligation to receive or to deliver any quantities of natural gas hereunder prior to the "Commencement Date." The "Commencement Date" shall be the later of April 1, 2019, or the in-service date of the Wisconsin South Expansion Project ("Project), which are necessary to provide the services hereunder. In no event shall the Commencement Date

Date: Nov 09, 2017

Contract No.: 126336

be prior to April 1, 2019, unless mutually agreed to in writing by Transporter and Shipper.

**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)

**5. RATES:**

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

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

- A. 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 Deliverability Reservation Rate of \$3.0000 per dth, a Fixed Monthly Capacity Reservation Rate of \$0.1016 per dth, and a Fixed Commodity Rate of \$0.0075. This rate shall be inclusive of any other fees or surcharges under Transporter's Tariff. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %), EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.

Secondary Receipt(s): ANR Storage Facility (153808) and All receipt points in Joliet Hub except Power Plants

Secondary Delivery(ies): The State of Wisconsin (WI)

If Transporter's Applicable Base Tariff Transmission Rates expressed on a 100% Load Factor basis becomes greater than the Negotiated Rates, expressed on a 100% Load

Date: Nov 09, 2017

Contract No.: 126336

Factor basis, then Transporter may require Shipper to convert its Negotiated Rates to a discounted rate structure of comparable value. This discounted Rate shall be inclusive of any other adjustments, or surcharges under Transporter's Tariff, and shall not exceed the total of Transporter's Maximum Reservation, Commodity and applicable surcharge rates. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %), EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.

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

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:

**TRANSPORTER:**

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



Date: Nov 09, 2017

Contract No.: 126336

**SHIPPER:**

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

Telephone: 608-458-3173  
FAX: 608-458-3130  
E-mail: jeffhicken@alliantenergy.com

**INVOICES AND STATEMENTS:**

WISCONSIN POWER AND LIGHT COMPANY  
4902 N. BILTMORE LANE  
P.O. BOX 77007  
MADISON, WI 537071007  
Attention: GAS UTILITY CONTRACTS

Telephone: 608-458-5780  
FAX:  
E-mail:

**8. FURTHER AGREEMENT:**

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

(i) During the term of this Agreement, Transporter shall provide service under this Service Agreement to Shipper at the Tiffany East meter station, with a minimum pressure equal to or greater than 600 psig, provided that the following conditions are maintained and satisfied: (a) The Maximum Hourly Quantity delivered under this agreement at the Tiffany East Meter Station has not exceeded 2,000 Dth/hr; (b) The Maximum Daily Quantity delivered at the Tiffany East Meter Station under this agreement has not exceeded 40,000 Dth/d. (ii) Pursuant to Section 6.11 of the General Terms and Conditions of ANR's FERC Gas Tariff, the conditional pressure commitment of 600 psig as set forth in this Paragraph 6 is a component of Shipper's primary firm service. Accordingly, ANR shall maintain the minimum pressure as a primary firm component when scheduling service pursuant to the priorities of Section 6.10 of the General Terms and Conditions of ANR's Tariff to the extent such scheduled volumes would otherwise exceed the conditions set forth in subparagraph 6 (i)(a) and (b), above.

Date: Nov 09, 2017

Contract No.: 126336

#### Creditworthiness

During the initial term of this Agreement, Shipper understands and agrees that it will establish and maintain creditworthiness in accordance with Section 8(1) below, or provide and maintain Credit Support pursuant to Section 8(2) below.

- (1) Shipper will be deemed creditworthy if its unenhanced senior unsecured debt securities are rated at least BBB- by Standard & Poor's Financial Services LLC ("S&P") or at least Baa3 by Moody's Investors Service, Inc. ("Moody's"). In the event Shipper is rated by both S&P and Moody's, the lower rating applies. Nothing herein shall limit Transporter's ability to evaluate any of the factors set forth in Section 8(1)(a) - (f) below where Shipper's creditworthiness is established by a rating agency if such factor(s) would alter Transporter's evaluation of Shipper. If Shipper currently has service agreements with Transporter, the total of potential charges of all such service agreements shall be considered in determining creditworthiness.

If Shipper does not meet the creditworthiness standard described above, then Transporter shall evaluate creditworthiness based upon the level of Shipper's current and requested service with Transporter relative to Shipper's current and future ability to meet its obligations. Such creditworthiness evaluation shall be based upon Transporter's evaluation of any or all of the following information:

- (a) S&P, Moody's and other credit reporting agencies' opinions, outlooks, watch alerts, and rating actions.
- (b) Financial reports whereby consistent financial statement analysis will be applied by Transporter to determine the acceptability of Shipper's current and future financial strength. Shipper's balance sheets, income statements, cash flow statements, notes to financial statements, and auditor's opinions will be analyzed along with key ratios and trends regarding liquidity, asset management, debt management, debt coverage, capital structure, operational efficiency and profitability.
- (c) Whether Shipper is operating under any chapter of the United States bankruptcy code, is subject to liquidation or debt reduction procedures under state laws, or there is pending any petition for involuntary bankruptcy. Transporter may give consideration for a Shipper who is a debtor-in-possession operating under Chapter 11 of the United States Bankruptcy Code if Transporter is assured that the service billing will be paid promptly as a cost of administration under the federal court's jurisdiction, based on a court order in effect, and if the Shipper is continuing and continues in the future to make

payment.

- (d) Whether Shipper is subject to any lawsuits or judgments outstanding which could materially impact its ability to remain solvent.
  - (e) The nature of the Shipper's business and the effect on that business of economic conditions, including Shipper's ability to recover the costs of Transporter's services through filings with regulatory agencies or otherwise to pass on such costs to its customers.
  - (f) Any other information, including any information provided by Shipper, that is relevant to Shipper's current and future financial strength and Shipper's ability to make full payment over the term of the agreement(s).
- (2) As used herein, "Credit Support" means (i) a guarantee of Shipper's contractual obligations, in a form acceptable to Transporter, in its sole discretion, from an entity deemed creditworthy by Transporter in accordance with Section 8(1) ("Guarantor"); or (ii) one of the following collateral options: x) an irrevocable standby letter of credit, in a form acceptable to Transporter and issued by a bank or financial institution deemed acceptable by Transporter; or y) a cash security deposit delivered to Transporter; or (iii) any other financial assurance mutually agreed upon by Transporter and Shipper. Such collateral options (x, y) shall be for an amount equal to Shipper's then Proportionate Share of Project Costs. In the event Shipper provides either one of the collateral Credit Support options described above, subsequent to the commencement of service under this Agreement, such collateral amount shall be reduced on a quarterly basis for reservation charges paid in the prior three months, but in no event shall collateral be reduced to less than three (3) months reservation charges.
- The term "Project" means Transporter's Wisconsin South Expansion Project.

The term "Proportionate Share" means an amount equal to the ratio of Shipper's requested maximum daily quantity ("MDQ") on the Project to the total MDQ requested by all shippers with a service agreement then in effect for service on the Project.

The term "Project Costs" means the total demonstrable cost expended, including both direct and indirect costs charged to the Project, incurred or irrevocably committed by Transporter, in developing, permitting and/or constructing the Project, including any third party charges expended, incurred or irrevocably committed by Transporter.

Date: Nov 09, 2017

Contract No.: 126336

- (3) Shipper shall maintain its creditworthiness, either directly or through provision of Credit Support, for the term of this Agreement. Transporter shall have the right to review Shipper's (or its Guarantor's) creditworthiness, in accordance with Section 8(1) above, on an ongoing basis and Shipper (or its Guarantor) shall provide, upon Transporter's request, any information in order for Transporter to determine the continuing creditworthiness of Shipper (or its Guarantor). The parties agree that Shipper's failure to supply or maintain Credit Support shall not (i) relieve Shipper of its other obligations under this Agreement, or (ii) prejudice Transporter's right to seek damages or performance under this Agreement.
- (4) Shipper acknowledges that this Agreement is a contract under which Transporter will extend financial accommodations to Shipper, within the meaning of United States Bankruptcy Code Section 365(e)(2)(B). Shipper likewise acknowledges that in the event that a petition is filed, by or against Shipper, any of its affiliates, or any Guarantor of Shipper's obligations hereunder under any chapter of the United States Bankruptcy Code, or any other legal jurisdiction, if applicable, and if Transporter does not terminate this Agreement as a result of such filing, Transporter may consider the bankruptcy filing in determining whether Shipper remains creditworthy and in determining what, if any, financial assurances must be submitted by or for Shipper as a condition to Shipper's creditworthiness under this Agreement.
- (5) Section 8 shall apply to any assignee pursuant to an assignment (in whole or part) of this Agreement, or to any permanent release, in whole or part, of this Agreement. Transporter may refuse to allow Shipper to assign (in whole or part) this Agreement or permanently release capacity from this Agreement if Transporter has a reasonable basis to conclude that it will not be financially indifferent to the release. If Shipper's request to permanently release capacity is denied by Transporter, Transporter shall notify Shipper of such denial and shall include in the notification the reasons for such denial.

Date: Nov 09, 2017

Contract No.: 126336

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

SHIPPER: WISCONSIN POWER AND LIGHT COMPANY

By: D.R. Kopp

Title: Senior Vice President

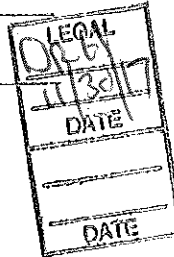
Date: 11/29/17

TRANSPORTER: ANR PIPELINE COMPANY

By: Kay Linn

Title: Director, Commercial Services

Date: 12/2/17



*JML*  
*11/30/17*  
*ew 12-1-17*

*TR*  
*11/30/17*

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

Contract No: 126336  
 Rate Schedule: FTS-3  
 Contract Date: November 09, 2017  
 Amendment Date:

Receipt Location	Delivery Location	Annual MDQ/ MHQ (DTH)	Winter MDQ/ MHQ (DTH)	Summer MDQ/ MHQ (DTH)
277072	384134	40000 2000.	0 0	0 0
ALLIANCE/ANR INT FROM: April 01, 2019	TIFFANY EAST TO: March 31, 2034			

Firm Transportation Service Agreement  
Rate Schedule FTS-3

Wisconsin Power and Light Company  
(126340)

Agreement Effective Date: April 1, 2019

Date: Nov 09, 2017

Contract No.: 126340

### FTS - 3 SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and  
WISCONSIN POWER AND LIGHT COMPANY (Shipper).

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

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

1. **AUTHORITY FOR TRANSPORTATION SERVICE:**

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

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

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.

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.

4. **TERM OF AGREEMENT:**

April 01, 2019 to

October 31, 2033

This Agreement shall be effective as of April 01, 2019, and shall continue in full force and effect through October 31, 2033; provided, however, Transporter shall be under no obligation to receive or to deliver any quantities of natural gas hereunder prior to the



Date: Nov 09, 2017

Contract No.: 126340

"Commencement Date." The "Commencement Date" shall be the later of April 1, 2019, or the in-service date of the Wisconsin South Expansion Project ("Project), which are necessary to provide the services hereunder. In no event shall the Commencement Date be prior to April 1, 2019, unless mutually agreed to in writing by Transporter and Shipper.

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.

**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)

**5. RATES:**

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

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

- A. 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 Deliverability Reservation Rate of \$3.0000 per dth, a Fixed Monthly Capacity Reservation Rate of \$0.1016 per dth, and a Fixed Commodity Rate of \$0.0075. This rate shall be inclusive of any other fees or surcharges under Transporter's Tariff. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %), EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.

Date: Nov 09, 2017

Contract No.: 126340

Secondary Receipt(s): All receipt points in Joliet Hub except Power Plants  
Secondary Delivery(ies): The State of Wisconsin (WI)

If Transporter's Applicable Base Tariff Transmission Rates expressed on a 100% Load Factor basis becomes greater than the Negotiated Rates, expressed on a 100% Load Factor basis, then Transporter may require Shipper to convert its Negotiated Rates to a discounted rate structure of comparable value. This discounted Rate shall be inclusive of any other adjustments, or surcharges under Transporter's Tariff, and shall not exceed the total of Transporter's Maximum Reservation, Commodity and applicable surcharge rates. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %), EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.

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

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:

**TRANSPORTER:**

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

Date: Nov 09, 2017

Contract No.: 126340

**SHIPPER:**

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

Telephone: 608-458-3173  
FAX: 608458-3130  
E-mail: jeffhicken@alliantenergy.com

**INVOICES AND STATEMENTS:**

WISCONSIN POWER AND LIGHT COMPANY  
4902 N. BILTMORE LANE  
P.O. BOX 77007  
MADISON, WI 537071007  
Attention: GAS UTILITY CONTRACTS

Telephone: 608-458-5780  
FAX:  
E-mail:

**8. FURTHER AGREEMENT:**

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

(i) During the term of this Agreement, Transporter shall provide service under this Service Agreement to Shipper at the Tiffany East meter station, with a minimum pressure equal to or greater than 600 psig, provided that the following conditions are maintained and satisfied: (a) The Maximum Hourly Quantity delivered under this agreement at the Tiffany East Meter Station has not exceeded 2,500 Dth/hr; (b) The Maximum Daily Quantity delivered at the Tiffany East Meter Station under this agreement has not exceeded 50,000 Dth/d. (ii) Pursuant to Section 6.11 of the General Terms and Conditions of ANR's FERC Gas Tariff, the conditional pressure commitment of 600 psig as set forth in this Paragraph 6 is a component of Shipper's primary firm service. Accordingly, ANR shall maintain the minimum pressure as a primary firm component when scheduling service pursuant to the priorities of Section 6.10 of the General Terms and Conditions of ANR's Tariff to the extent such scheduled volumes would otherwise exceed the conditions set forth in subparagraph 6 (i)(a) and (b), above.

**Creditworthiness**

During the initial term of this Agreement, Shipper understands and agrees that it will establish and maintain creditworthiness in accordance with Section 8(1) below, or provide and maintain Credit Support pursuant to Section 8(2) below.

- (1) Shipper will be deemed creditworthy if its unenhanced senior unsecured debt securities are rated at least BBB- by Standard & Poor's Financial Services LLC ("S&P") or at least Baa3 by Moody's Investors Service, Inc. ("Moody's"). In the event Shipper is rated by both S&P and Moody's, the lower rating applies. Nothing herein shall limit Transporter's ability to evaluate any of the factors set forth in Section 8(1)(a) -- (f) below where Shipper's creditworthiness is established by a rating agency if such factor(s) would alter Transporter's evaluation of Shipper. If Shipper currently has service agreements with Transporter, the total of potential charges of all such service agreements shall be considered in determining creditworthiness.

If Shipper does not meet the creditworthiness standard described above, then Transporter shall evaluate creditworthiness based upon the level of Shipper's current and requested service with Transporter relative to Shipper's current and future ability to meet its obligations. Such creditworthiness evaluation shall be based upon Transporter's evaluation of any or all of the following information:

- (a) S&P, Moody's and other credit reporting agencies' opinions, outlooks, watch alerts, and rating actions.
- (b) Financial reports whereby consistent financial statement analysis will be applied by Transporter to determine the acceptability of Shipper's current and future financial strength. Shipper's balance sheets, income statements, cash flow statements, notes to financial statements, and auditor's opinions will be analyzed along with key ratios and trends regarding liquidity, asset management, debt management, debt coverage, capital structure, operational efficiency and profitability.
- (c) Whether Shipper is operating under any chapter of the United States bankruptcy code, is subject to liquidation or debt reduction procedures under state laws, or there is pending any petition for involuntary bankruptcy. Transporter may give consideration for a Shipper who is a debtor-in-possession operating under Chapter 11 of the United States Bankruptcy Code if Transporter is assured that the service billing will be paid promptly as a cost of administration under the federal court's jurisdiction, based on a court order in effect, and if the Shipper is continuing and continues in the future to make

payment.

- (d) Whether Shipper is subject to any lawsuits or judgments outstanding which could materially impact its ability to remain solvent.
  - (e) The nature of the Shipper's business and the effect on that business of economic conditions, including Shipper's ability to recover the costs of Transporter's services through filings with regulatory agencies or otherwise to pass on such costs to its customers.
  - (f) Any other information, including any information provided by Shipper, that is relevant to Shipper's current and future financial strength and Shipper's ability to make full payment over the term of the agreement(s).
- (2) As used herein, "Credit Support" means (i) a guarantee of Shipper's contractual obligations, in a form acceptable to Transporter, in its sole discretion, from an entity deemed creditworthy by Transporter in accordance with Section 8(1) ("Guarantor"); or (ii) one of the following collateral options: x) an irrevocable standby letter of credit, in a form acceptable to Transporter and issued by a bank or financial institution deemed acceptable by Transporter; or y) a cash security deposit delivered to Transporter; or (iii) any other financial assurance mutually agreed upon by Transporter and Shipper. Such collateral options (x, y) shall be for an amount equal to Shipper's then Proportionate Share of Project Costs. In the event Shipper provides either one of the collateral Credit Support options described above, subsequent to the commencement of service under this Agreement, such collateral amount shall be reduced on a quarterly basis for reservation charges paid in the prior three months, but in no event shall collateral be reduced to less than three (3) months reservation charges.

The term "Project" means Transporter's Wisconsin South Expansion Project.

The term "Proportionate Share" means an amount equal to the ratio of Shipper's requested maximum daily quantity ("MDQ") on the Project to the total MDQ requested by all shippers with a service agreement then in effect for service on the Project.

The term "Project Costs" means the total demonstrable cost expended, including both direct and indirect costs charged to the Project, incurred or irrevocably committed by Transporter, in developing, permitting and/or constructing the Project, including any third party charges expended, incurred or irrevocably committed by Transporter.

- (3) Shipper shall maintain its creditworthiness, either directly or through provision of Credit Support, for the term of this Agreement. Transporter shall have the right to review Shipper's (or its Guarantor's) creditworthiness, in accordance with Section 8(1) above, on an ongoing basis and Shipper (or its Guarantor) shall provide, upon Transporter's request, any information in order for Transporter to determine the continuing creditworthiness of Shipper (or its Guarantor). The parties agree that Shipper's failure to supply or maintain Credit Support shall not (i) relieve Shipper of its other obligations under this Agreement, or (ii) prejudice Transporter's right to seek damages or performance under this Agreement.
- (4) Shipper acknowledges that this Agreement is a contract under which Transporter will extend financial accommodations to Shipper, within the meaning of United States Bankruptcy Code Section 365(e)(2)(B). Shipper likewise acknowledges that in the event that a petition is filed, by or against Shipper, any of its affiliates, or any Guarantor of Shipper's obligations hereunder under any chapter of the United States Bankruptcy Code, or any other legal jurisdiction, if applicable, and if Transporter does not terminate this Agreement as a result of such filing, Transporter may consider the bankruptcy filing in determining whether Shipper remains creditworthy and in determining what, if any, financial assurances must be submitted by or for Shipper as a condition to Shipper's creditworthiness under this Agreement.
- (5) Section 8 shall apply to any assignee pursuant to an assignment (in whole or part) of this Agreement, or to any permanent release, in whole or part, of this Agreement. Transporter may refuse to allow Shipper to assign (in whole or part) this Agreement or permanently release capacity from this Agreement if Transporter has a reasonable basis to conclude that it will not be financially indifferent to the release. If Shipper's request to permanently release capacity is denied by Transporter, Transporter shall notify Shipper of such denial and shall include in the notification the reasons for such denial.

Date: Nov 09, 2017

Contract No.: 126340

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

SHIPPER: WISCONSIN POWER AND LIGHT COMPANY

By: DR. Kapp

Title: Senior Vice President

Date: 11/29/17

*SP12*  
*DR*  
*11/30/17*  
*ew 12-1-17*

TRANSPORTER: ANR PIPELINE COMPANY

By: Kay

Title: Director, Commercial Services

Date: 12/4/17

*DR*  
*11/30/17*  
*7R*  
*11/30/17*

DATE
DATE
DATE
DATE

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

Contract No: 126340  
 Rate Schedule: FTS-3  
 Contract Date: November 09, 2017  
 Amendment Date:

Receipt Location	Delivery Location	Annual MDQ/ MHQ (DTH)	Winter MDQ/ MHQ (DTH)	Summer MDQ/ MHQ (DTH)
153808	384134	0	0	50000
ANRPL STORAGE FACILITIES FROM: April 01, 2019	TIFFANY EAST TO: October 31, 2033	0	0	2500



**Appendix B**  
***ANR Pipeline Company***  
***FERC Gas Tariff, Third Revised Volume No. 1***  
**Marked Tariff**

<b><u>Tariff Section</u></b>	<b><u>Version</u></b>
1 – TABLE OF CONTENTS	v.46.0.0
6.28 – GT&C, Non-Conforming Agreements	v.21.0.0

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## 6.28 NON-CONFORMING AGREEMENTS

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2. Wisconsin Gas LLC, ETS Agreement, dated September 27, 2004.  
  
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3. Wisconsin Public Service Corporation, ETS Agreement, dated October 22, 2004.  
  
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4. Wisconsin Public Service Corporation, FTS-1 Agreement, dated October 22, 2004.  
  
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5. Callon Petroleum Operating Company, Habanero Lease Dedication Agreement, dated December 1, 2003.
6. PXP Offshore LLC, Letter Agreement Regarding Natural Gas Reserve Commitment, dated September 1, 2002.
7. Kerr-McGee Oil & Gas Corp., Red Hawk Lease Dedication Agreement, dated September 12, 2002.
8. ExxonMobil Gas Marketing Company, Lease Dedication Agreement, dated November 1, 2002.
9. BP Exploration & Production, Inc., Red Hawk Lease Dedication Agreement, dated November 1, 2002.
10. Wisconsin Electric Power Company, ETS Agreement, dated September 27, 2004.  
  
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11. Conoco Phillips Company, Magnolia Lease Dedication Agreement, dated February 1, 2004.
12. Chevron U.S.A. Inc. & BHP Billiton Petroleum (Deepwater) Inc., Lease Dedication Agreement, dated November 14, 2001.

13. City Gas Company, FTS-1 Agreement, dated June 28, 2004.  
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14. Centra Gas Manitoba, Inc., FTS-1 Agreement, dated August 1, 2004.  
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15. Wisconsin Electric Power Company, ETS Agreement, dated August 18, 2014.  
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16. Antero Resources Corporation, FTS-1 Agreements, dated September 22, 2014.  
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18. Indeck-Corinth Limited Partnership and ABN-AMRO Bank, N.V.,  
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19. Indeck-Corinth Limited Partnership and General Electric Capital Corporation,  
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20. Iowa Fertilizer Company LLC, FTS-1 Agreement, dated December 23, 2015.  
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27. Wisconsin Gas LLC, ETS Agreement, dated August 25, 2011.  
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28. Wisconsin Gas LLC, ETS Agreement, dated June 27, 2002.  
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35. Wisconsin Electric Power Company, ETS Agreement, dated April 21, 2003.  
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39. Wisconsin Gas LLC, ETS Agreement, dated July 22, 2011.  
Contract Nos. 118793, 118794
40. Tennessee Valley Authority, FTS-3 Agreement, dated July 23, 2008.  
Contract Nos. 114655, 114656
41. Wisconsin Public Service Corporation, ETS Agreement, dated October 6, 2004.  
Contract Nos. 1600, 5450, 106322
42. Wisconsin Public Service Corporation, NNS Agreement, dated October 6, 2004.  
Contract No. 99515
43. Wisconsin Public Service Corporation, FTS-1 Agreement, dated October 6, 2004.  
Contract Nos. 104404, 104405, 106199
44. Wisconsin Public Service Corporation, FSS Agreement, dated March 28, 2008.  
Contract Nos. 114369, 114370

45. Wisconsin Gas LLC, ETS Agreement, dated June 26, 2002.  
Contract No. 107873
46. Wisconsin Electric Power Company, ETS Agreement, dated June 26, 2002.  
Contract No. 107893
47. Madison Gas and Electric Company, FTS-1 Agreement, dated April 8, 2008.  
Contract No. 114512
48. Chevron U.S.A. Inc., PTS-2 Agreement, dated November 14, 2001.  
Contract No. 107146
49. BHP Billiton Petroleum (Deepwater) Inc., PTS-2 Agreement, dated November 14, 2001.  
Contract No. 107147
50. PXP Offshore LLC, PTS-2 Agreement, dated September 12, 2002.  
Contract No. 108250
51. Wisconsin Electric Power Company, FSS Agreement, dated June 26, 2002.  
Contract Nos. 107889, 107900, 107901
52. Wisconsin Gas LLC, FSS Agreement, dated October 10, 2007.  
Contract No. 113715
53. Wisconsin Electric Power Company, FSS Agreement, dated October 10, 2007.  
Contract No. 113729
54. Wisconsin Gas LLC, ETS Agreement, dated October 31, 2007.  
Contract No. 113710
55. Wisconsin Electric Power Company, ETS Agreement, dated November 1, 2007.  
Contract No. 114091

56. Vectren Energy Delivery of Ohio, Inc., ETS Agreements, dated May 20, 2015.

Contract Nos. 126278, 126279

57. Northern Illinois Gas Company d/b/a Nicor Gas Company, ETS Agreement dated December 2, 2015.

Contract No. 127096

58. Shell Energy North America (US), L.P., FTS-1 Agreement, dated February 27, 2017.

Contract No. 129163

59. Tennessee Valley Authority, FTS-3 Agreement, dated September 2, 2015.

Contract No. 126586

60. Wisconsin Public Service Corporation, ETS Agreement, dated November 8, 2017.

Contract No. 126333

61. Northern Illinois Gas Company d/b/a Nicor Gas Company, ETS Agreement, dated November 9, 2017

Contract No. 127117

62. Rocky Road Power, LLC, FTS-1 Agreement, dated November 10, 2017

Contract No. 130462

[63. Wisconsin Power and Light Company, FTS-3 Agreement, dated November 9, 2017](#)

[Contract Nos. 126336 and 126340](#)

**Appendix C**  
***ANR Pipeline Company***  
**Marked Agreements**

- 1) Wisconsin Power and Light Company  
Rate Schedule FTS-3 Service Agreement (#126336)
  
- 2) Wisconsin Power and Light Company  
Rate Schedule FTS-3 Service Agreement (#126340)

Firm Transportation Service Agreement  
Rate Schedule FTS-3

Wisconsin Power and Light Company  
(126336)

Agreement Effective Date: April 1, 2019



Date: Nov 09, 2017

Contract No.: 126336

### FTS - 3 SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and WISCONSIN POWER AND LIGHT COMPANY (Shipper).

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

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

1. **AUTHORITY FOR TRANSPORTATION SERVICE:**

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

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

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, 2019 to

March 31, 2034

This Agreement shall be effective as of April 1, 2019, and shall continue in full force and effect through March 31, 2034; provided, however, Transporter shall be under no obligation to receive or to deliver any quantities of natural gas hereunder prior to the "Commencement Date." The "Commencement Date" shall be the later of April 1, 2019, or the in-service date of the Wisconsin South Expansion Project ("Project), which are necessary to provide the services hereunder. In no event shall the Commencement Date

Date: Nov 09, 2017

Contract No.: 126336

be prior to April 1, 2019, unless mutually agreed to in writing by Transporter and Shipper.

**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)

**5. RATES:**

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

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

- A. 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 Deliverability Reservation Rate of \$3.0000 per dth, a Fixed Monthly Capacity Reservation Rate of \$0.1016 per dth, and a Fixed Commodity Rate of \$0.0075. This rate shall be inclusive of any other fees or surcharges under Transporter's Tariff. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %), EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.

Secondary Receipt(s): ANR Storage Facility (153808) and All receipt points in Joliet Hub except Power Plants

Secondary Delivery(ies): The State of Wisconsin (WI)

If Transporter's Applicable Base Tariff Transmission Rates expressed on a 100% Load Factor basis becomes greater than the Negotiated Rates, expressed on a 100% Load

Date: Nov 09, 2017

Contract No.: 126336

Factor basis, then Transporter may require Shipper to convert its Negotiated Rates to a discounted rate structure of comparable value. This discounted Rate shall be inclusive of any other adjustments, or surcharges under Transporter's Tariff, and shall not exceed the total of Transporter's Maximum Reservation, Commodity and applicable surcharge rates. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %), EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.

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

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:

**TRANSPORTER:**

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

Date: Nov 09, 2017

Contract No.: 126336

**SHIPPER:**

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

Telephone: 608-458-3173  
FAX: 608-458-3130  
E-mail: jeffhicken@alliantenergy.com

**INVOICES AND STATEMENTS:**

WISCONSIN POWER AND LIGHT COMPANY  
4902 N. BILTMORE LANE  
P.O. BOX 77007  
MADISON, WI 537071007  
Attention: GAS UTILITY CONTRACTS

Telephone: 608-458-5780  
FAX:  
E-mail:

**8. FURTHER AGREEMENT:**

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

(i) During the term of this Agreement, Transporter shall provide service under this Service Agreement to Shipper at the Tiffany East meter station, with a minimum pressure equal to or greater than 600 psig, provided that the following conditions are maintained and satisfied: (a) The Maximum Hourly Quantity delivered under this agreement at the Tiffany East Meter Station has not exceeded 2,000 Dth/hr; (b) The Maximum Daily Quantity delivered at the Tiffany East Meter Station under this agreement has not exceeded 40,000 Dth/d. (ii) Pursuant to Section 6.11 of the General Terms and Conditions of ANR's FERC Gas Tariff, the conditional pressure commitment of 600 psig as set forth in this Paragraph 6 is a component of Shipper's primary firm service. Accordingly, ANR shall maintain the minimum pressure as a primary firm component when scheduling service pursuant to the priorities of Section 6.10 of the General Terms and Conditions of ANR's Tariff to the extent such scheduled volumes would otherwise exceed the conditions set forth in subparagraph 6 (i)(a) and (b), above.

Creditworthiness

During the initial term of this Agreement, Shipper understands and agrees that it will establish and maintain creditworthiness in accordance with Section 8(1) below, or provide and maintain Credit Support pursuant to Section 8(2) below.

- (1) Shipper will be deemed creditworthy if its unenhanced senior unsecured debt securities are rated at least BBB- by Standard & Poor's Financial Services LLC ("S&P") or at least Baa3 by Moody's Investors Service, Inc. ("Moody's"). In the event Shipper is rated by both S&P and Moody's, the lower rating applies. Nothing herein shall limit Transporter's ability to evaluate any of the factors set forth in Section 8(1)(a) – (f) below where Shipper's creditworthiness is established by a rating agency if such factor(s) would alter Transporter's evaluation of Shipper. If Shipper currently has service agreements with Transporter, the total of potential charges of all such service agreements shall be considered in determining creditworthiness.

If Shipper does not meet the creditworthiness standard described above, then Transporter shall evaluate creditworthiness based upon the level of Shipper's current and requested service with Transporter relative to Shipper's current and future ability to meet its obligations. Such creditworthiness evaluation shall be based upon Transporter's evaluation of any or all of the following information:

- (a) S&P, Moody's and other credit reporting agencies' opinions, outlooks, watch alerts, and rating actions.
- (b) Financial reports whereby consistent financial statement analysis will be applied by Transporter to determine the acceptability of Shipper's current and future financial strength. Shipper's balance sheets, income statements, cash flow statements, notes to financial statements, and auditor's opinions will be analyzed along with key ratios and trends regarding liquidity, asset management, debt management, debt coverage, capital structure, operational efficiency and profitability.
- (c) Whether Shipper is operating under any chapter of the United States bankruptcy code, is subject to liquidation or debt reduction procedures under state laws, or there is pending any petition for involuntary bankruptcy. Transporter may give consideration for a Shipper who is a debtor-in-possession operating under Chapter 11 of the United States Bankruptcy Code if Transporter is assured that the service billing will be paid promptly as a cost of administration under the federal court's jurisdiction, based on a court order in effect, and if the Shipper is continuing and continues in the future to make

payment.

- (d) Whether Shipper is subject to any lawsuits or judgments outstanding which could materially impact its ability to remain solvent.
  - (e) The nature of the Shipper's business and the effect on that business of economic conditions, including Shipper's ability to recover the costs of Transporter's services through filings with regulatory agencies or otherwise to pass on such costs to its customers.
  - (f) Any other information, including any information provided by Shipper, that is relevant to Shipper's current and future financial strength and Shipper's ability to make full payment over the term of the agreement(s).
- (2) As used herein, "Credit Support" means (i) a guarantee of Shipper's contractual obligations, in a form acceptable to Transporter, in its sole discretion, from an entity deemed creditworthy by Transporter in accordance with Section 8(1) ("Guarantor"); or (ii) one of the following collateral options: x) an irrevocable standby letter of credit, in a form acceptable to Transporter and issued by a bank or financial institution deemed acceptable by Transporter; or y) a cash security deposit delivered to Transporter; or (iii) any other financial assurance mutually agreed upon by Transporter and Shipper. Such collateral options (x, y) shall be for an amount equal to Shipper's then Proportionate Share of Project Costs. In the event Shipper provides either one of the collateral Credit Support options described above, subsequent to the commencement of service under this Agreement, such collateral amount shall be reduced on a quarterly basis for reservation charges paid in the prior three months, but in no event shall collateral be reduced to less than three (3) months reservation charges.

The term "Project" means Transporter's Wisconsin South Expansion Project.

The term "Proportionate Share" means an amount equal to the ratio of Shipper's requested maximum daily quantity ("MDQ") on the Project to the total MDQ requested by all shippers with a service agreement then in effect for service on the Project.

The term "Project Costs" means the total demonstrable cost expended, including both direct and indirect costs charged to the Project, incurred or irrevocably committed by Transporter, in developing, permitting and/or constructing the Project, including any third party charges expended, incurred or irrevocably committed by Transporter.

Date: Nov 09, 2017

Contract No.: 126336

- (3) Shipper shall maintain its creditworthiness, either directly or through provision of Credit Support, for the term of this Agreement. Transporter shall have the right to review Shipper's (or its Guarantor's) creditworthiness, in accordance with Section 8(1) above, on an ongoing basis and Shipper (or its Guarantor) shall provide, upon Transporter's request, any information in order for Transporter to determine the continuing creditworthiness of Shipper (or its Guarantor). The parties agree that Shipper's failure to supply or maintain Credit Support shall not (i) relieve Shipper of its other obligations under this Agreement, or (ii) prejudice Transporter's right to seek damages or performance under this Agreement.
- (4) Shipper acknowledges that this Agreement is a contract under which Transporter will extend financial accommodations to Shipper, within the meaning of United States Bankruptcy Code Section 365(e)(2)(B). Shipper likewise acknowledges that in the event that a petition is filed, by or against Shipper, any of its affiliates, or any Guarantor of Shipper's obligations hereunder under any chapter of the United States Bankruptcy Code, or any other legal jurisdiction, if applicable, and if Transporter does not terminate this Agreement as a result of such filing, Transporter may consider the bankruptcy filing in determining whether Shipper remains creditworthy and in determining what, if any, financial assurances must be submitted by or for Shipper as a condition to Shipper's creditworthiness under this Agreement.
- (5) Section 8 shall apply to any assignee pursuant to an assignment (in whole or part) of this Agreement, or to any permanent release, in whole or part, of this Agreement. Transporter may refuse to allow Shipper to assign (in whole or part) this Agreement or permanently release capacity from this Agreement if Transporter has a reasonable basis to conclude that it will not be financially indifferent to the release. If Shipper's request to permanently release capacity is denied by Transporter, Transporter shall notify Shipper of such denial and shall include in the notification the reasons for such denial.

Date: Nov 09, 2017

Contract No.: 126336

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

SHIPPER: WISCONSIN POWER AND LIGHT COMPANY

By: D.R. Kopp

Title: Senior Vice President

Date: 11/29/17

TRANSPORTER: ANR PIPELINE COMPANY

By: Kay Linn

Title: Director, Commercial Services

Date: 12/2/17

*JWL*  
*11/29/17*  
*CLW 12-4-17*

LEGAL
<i>DEC 11 3 17</i>
DATE
DATE

*12*  
*12/30/17*



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

Contract No: 126336  
 Rate Schedule: FTS-3  
 Contract Date: November 09, 2017  
 Amendment Date:

Receipt Location	Delivery Location	Annual MDQ/ MHQ (DTH)	Winter MDQ/ MHQ (DTH)	Summer MDQ/ MHQ (DTH)
277072	384134	40000 2000.	0 0	0 0
ALLIANCE/ANR INT FROM: April 01, 2019	TIFFANY EAST TO: March 31, 2034			

Firm Transportation Service Agreement  
Rate Schedule FTS-3

Wisconsin Power and Light Company  
(126340)

Agreement Effective Date: April 1, 2019

Date: Nov 09, 2017

Contract No.: 126340

### FTS - 3 SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and  
WISCONSIN POWER AND LIGHT COMPANY (Shipper).

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

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

1. **AUTHORITY FOR TRANSPORTATION SERVICE:**

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

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

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.

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.

4. **TERM OF AGREEMENT:**

April 01, 2019 to

October 31, 2033

This Agreement shall be effective as of April 01, 2019, and shall continue in full force and effect through October 31, 2033; provided, however, Transporter shall be under no obligation to receive or to deliver any quantities of natural gas hereunder prior to the

Date: Nov 09, 2017

Contract No.: 126340

"Commencement Date." The "Commencement Date" shall be the later of April 1, 2019, or the in-service date of the Wisconsin South Expansion Project ("Project), which are necessary to provide the services hereunder. In no event shall the Commencement Date be prior to April 1, 2019, unless mutually agreed to in writing by Transporter and Shipper.

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.

**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)

**5. RATES:**

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

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

- A. 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 Deliverability Reservation Rate of \$3.0000 per dth, a Fixed Monthly Capacity Reservation Rate of \$0.1016 per dth, and a Fixed Commodity Rate of \$0.0075. This rate shall be inclusive of any other fees or surcharges under Transporter's Tariff. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %), EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.

Date: Nov 09, 2017

Contract No.: 126340

Secondary Receipt(s): All receipt points in Joliet Hub except Power Plants  
Secondary Delivery(ies): The State of Wisconsin (WI)

If Transporter's Applicable Base Tariff Transmission Rates expressed on a 100% Load Factor basis becomes greater than the Negotiated Rates, expressed on a 100% Load Factor basis, then Transporter may require Shipper to convert its Negotiated Rates to a discounted rate structure of comparable value. This discounted Rate shall be inclusive of any other adjustments, or surcharges under Transporter's Tariff, and shall not exceed the total of Transporter's Maximum Reservation, Commodity and applicable surcharge rates. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %), EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.

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

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:

**TRANSPORTER:**

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

Date: Nov 09, 2017

Contract No.: 126340

**SHIPPER:**

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

Telephone: 608-458-3173  
FAX: 608458-3130  
E-mail: jeffhicken@alliantenergy.com

**INVOICES AND STATEMENTS:**

WISCONSIN POWER AND LIGHT COMPANY  
4902 N. BILTMORE LANE  
P.O. BOX 77007  
MADISON, WI 537071007  
Attention: GAS UTILITY CONTRACTS

Telephone: 608-458-5780  
FAX:  
E-mail:

**8. FURTHER AGREEMENT:**

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

(i) During the term of this Agreement, Transporter shall provide service under this Service Agreement to Shipper at the Tiffany East meter station, with a minimum pressure equal to or greater than 600 psig, provided that the following conditions are maintained and satisfied: (a) The Maximum Hourly Quantity delivered under this agreement at the Tiffany East Meter Station has not exceeded 2,500 Dth/hr; (b) The Maximum Daily Quantity delivered at the Tiffany East Meter Station under this agreement has not exceeded 50,000 Dth/d. (ii) Pursuant to Section 6.11 of the General Terms and Conditions of ANR's FERC Gas Tariff, the conditional pressure commitment of 600 psig as set forth in this Paragraph 6 is a component of Shipper's primary firm service. Accordingly, ANR shall maintain the minimum pressure as a primary firm component when scheduling service pursuant to the priorities of Section 6.10 of the General Terms and Conditions of ANR's Tariff to the extent such scheduled volumes would otherwise exceed the conditions set forth in subparagraph 6 (i)(a) and (b), above.

Creditworthiness

During the initial term of this Agreement, Shipper understands and agrees that it will establish and maintain creditworthiness in accordance with Section 8(1) below, or provide and maintain Credit Support pursuant to Section 8(2) below.

- (1) Shipper will be deemed creditworthy if its unenhanced senior unsecured debt securities are rated at least BBB- by Standard & Poor's Financial Services LLC ("S&P") or at least Baa3 by Moody's Investors Service, Inc. ("Moody's"). In the event Shipper is rated by both S&P and Moody's, the lower rating applies. Nothing herein shall limit Transporter's ability to evaluate any of the factors set forth in Section 8(1)(a) - (f) below where Shipper's creditworthiness is established by a rating agency if such factor(s) would alter Transporter's evaluation of Shipper. If Shipper currently has service agreements with Transporter, the total of potential charges of all such service agreements shall be considered in determining creditworthiness.

If Shipper does not meet the creditworthiness standard described above, then Transporter shall evaluate creditworthiness based upon the level of Shipper's current and requested service with Transporter relative to Shipper's current and future ability to meet its obligations. Such creditworthiness evaluation shall be based upon Transporter's evaluation of any or all of the following information:

- (a) S&P, Moody's and other credit reporting agencies' opinions, outlooks, watch alerts, and rating actions.
- (b) Financial reports whereby consistent financial statement analysis will be applied by Transporter to determine the acceptability of Shipper's current and future financial strength. Shipper's balance sheets, income statements, cash flow statements, notes to financial statements, and auditor's opinions will be analyzed along with key ratios and trends regarding liquidity, asset management, debt management, debt coverage, capital structure, operational efficiency and profitability.
- (c) Whether Shipper is operating under any chapter of the United States bankruptcy code, is subject to liquidation or debt reduction procedures under state laws, or there is pending any petition for involuntary bankruptcy. Transporter may give consideration for a Shipper who is a debtor-in-possession operating under Chapter 11 of the United States Bankruptcy Code if Transporter is assured that the service billing will be paid promptly as a cost of administration under the federal court's jurisdiction, based on a court order in effect, and if the Shipper is continuing and continues in the future to make

payment.

- (d) Whether Shipper is subject to any lawsuits or judgments outstanding which could materially impact its ability to remain solvent.
  - (e) The nature of the Shipper's business and the effect on that business of economic conditions, including Shipper's ability to recover the costs of Transporter's services through filings with regulatory agencies or otherwise to pass on such costs to its customers.
  - (f) Any other information, including any information provided by Shipper, that is relevant to Shipper's current and future financial strength and Shipper's ability to make full payment over the term of the agreement(s).
- (2) As used herein, "Credit Support" means (i) a guarantee of Shipper's contractual obligations, in a form acceptable to Transporter, in its sole discretion, from an entity deemed creditworthy by Transporter in accordance with Section 8(1) ("Guarantor"); or (ii) one of the following collateral options: x) an irrevocable standby letter of credit, in a form acceptable to Transporter and issued by a bank or financial institution deemed acceptable by Transporter; or y) a cash security deposit delivered to Transporter; or (iii) any other financial assurance mutually agreed upon by Transporter and Shipper. Such collateral options (x, y) shall be for an equal to Shipper's then Proportionate Share of Project Costs. In the event Shipper provides either one of the collateral Credit Support options described above, subsequent to the commencement of service under this Agreement, such collateral amount shall be reduced on a quarterly basis for reservation charges paid in the prior three months, but in no event shall collateral be reduced to less than three (3) months reservation charges.

The term "Project" means Transporter's Wisconsin South Expansion Project.

The term "Proportionate Share" means an amount equal to the ratio of Shipper's requested maximum daily quantity ("MDQ") on the Project to the total MDQ requested by all shippers with a service agreement then in effect for service on the Project.

The term "Project Costs" means the total demonstrable cost expended, including both direct and indirect costs charged to the Project, incurred or irrevocably committed by Transporter, in developing, permitting and/or constructing the Project, including any third party charges expended, incurred or irrevocably committed by Transporter.



- (3) Shipper shall maintain its creditworthiness, either directly or through provision of Credit Support, for the term of this Agreement. Transporter shall have the right to review Shipper's (or its Guarantor's) creditworthiness, in accordance with Section 8(1) above, on an ongoing basis and Shipper (or its Guarantor) shall provide, upon Transporter's request, any information in order for Transporter to determine the continuing creditworthiness of Shipper (or its Guarantor). The parties agree that Shipper's failure to supply or maintain Credit Support shall not (i) relieve Shipper of its other obligations under this Agreement, or (ii) prejudice Transporter's right to seek damages or performance under this Agreement.
- (4) Shipper acknowledges that this Agreement is a contract under which Transporter will extend financial accommodations to Shipper, within the meaning of United States Bankruptcy Code Section 365(e)(2)(B). Shipper likewise acknowledges that in the event that a petition is filed, by or against Shipper, any of its affiliates, or any Guarantor of Shipper's obligations hereunder under any chapter of the United States Bankruptcy Code, or any other legal jurisdiction, if applicable, and if Transporter does not terminate this Agreement as a result of such filing, Transporter may consider the bankruptcy filing in determining whether Shipper remains creditworthy and in determining what, if any, financial assurances must be submitted by or for Shipper as a condition to Shipper's creditworthiness under this Agreement.
- (5) Section 8 shall apply to any assignee pursuant to an assignment (in whole or part) of this Agreement, or to any permanent release, in whole or part, of this Agreement. Transporter may refuse to allow Shipper to assign (in whole or part) this Agreement or permanently release capacity from this Agreement if Transporter has a reasonable basis to conclude that it will not be financially indifferent to the release. If Shipper's request to permanently release capacity is denied by Transporter, Transporter shall notify Shipper of such denial and shall include in the notification the reasons for such denial.

Date: Nov 09, 2017

Contract No.: 126340

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

SHIPPER: WISCONSIN POWER AND LIGHT COMPANY

By: DR. Kapp

Title: Senior Vice President

Date: 11/29/17

*SP12*  
*DR*  
*11/30/17*  
*ew 12-1-17*

TRANSPORTER: ANR PIPELINE COMPANY

By: Kay

Title: Director, Commercial Services

Date: 12/4/17

*DR*  
*11/30/17*  
*7R*  
*11/30/17*

DATE	11/30/17
DATE	
DATE	

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

Contract No: 126340  
 Rate Schedule: FTS-3  
 Contract Date: November 09, 2017  
 Amendment Date:

Receipt Location	Delivery Location	Annual MDQ/ MHQ (DTH)	Winter MDQ/ MHQ (DTH)	Summer MDQ/ MHQ (DTH)
153808	384134	0	0	50000
ANRPL STORAGE FACILITIES FROM: April 01, 2019	TIFFANY EAST TO: October 31, 2033	0	0	2500