



March 30, 2012

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

ANR Pipeline Company
717 Texas Street, Suite 2400
Houston, Texas 77002-2761

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
Negotiated Rate Agreement
Docket No. RP12- -

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act (“NGA”) and Part 154 of the Federal Energy Regulatory Commission’s (“FERC” or “Commission”) regulations,¹ ANR Pipeline Company (“ANR”) respectfully submits for filing and acceptance a revised tariff section to be part of its FERC Gas Tariff, Third Revised Volume No. 1 (“Tariff”), and a tariff record that includes one (1) amended Rate Schedule FTS-1 (“FTS-1”) negotiated rate service agreement (“Amended Agreement”) with Chevron U.S.A. Inc. (“Chevron”), both of which are listed and included at Appendix A.² ANR requests that the Commission approve the tariff section and Amended Agreement to become effective April 1, 2012.

Correspondence

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

¹ 18 C.F.R. Part 154 (2012).

² Included at Appendix A are: a) Part 1 – Table of Contents; and b) FTS-1 Contract No. 113194.

John A. Roscher
Director, Rates and Tariffs
* Joan F. Collins
Manager, Tariffs and Compliance
ANR Pipeline Company
717 Texas Street, Suite 2400
Houston, Texas 77002-2761
Tel. (832) 320-5651
E-mail: joan_collins@transcanada.com

* M. Catharine Davis
Vice President, US Pipelines Law
ANR Pipeline Company
717 Texas Street, Suite 2400
Houston, Texas 77002-2761
Tel. (832) 320-5509
Fax (832) 320-5555
E-mail: catharine_davis@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, Section 6.27 of the General Terms and Conditions of ANR's Tariff, which authorized ANR to enter into negotiated rate agreements with its customers.

In accordance with Tariff Section 6.27, paragraph 2, ANR is submitting for filing the Amended Agreement as tariff record 8.11 (Contract No. 113194 was previously filed with the Commission and approved February 1, 2008).⁴ As mutually agreed by ANR and Chevron, the Amended Agreement reflects the addition of three (3) new Secondary Receipts that are eligible for the negotiated rate. Additionally, as a housekeeping measure, the Amended Agreement reflects the deletion of an optional provision which, if elected by the shipper, provides for changes to a shipper's contract quantity in the event of a change in ANR's Transporter's Use %. All other active terms of the Amended Agreement remain unchanged.

ANR advises that no undisclosed agreements, etc., are linked to the Amended Agreement. Additionally, the Amended Agreement does not contain any provision that is either non-conforming or a material deviation from the FTS-1 Form of Service Agreement in ANR's Tariff. To conform with Order No. 714, ANR is including FTS-1 Contract No. 113194 in its

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

⁴ ANR Pipeline Company, Docket No. RP99-301-176 (February 1, 2008) (unpublished Director's letter order).

entirety as tariff record 8.11.⁵ Tariff record 8.11 includes the previously approved original agreement and subsequent amendments, and excludes any superseded or expired amendments.⁶

ANR respectfully requests that the Commission approve the Amended Agreement, included herein at Appendix A as tariff record 8.11, and revised Section 1 – Table of Contents, which has been updated to reflect the Amended Agreement in ANR’s Tariff, to become effective April 1, 2012.

Effective Date and Request for Waiver

ANR is requesting that the Commission approve the tariff section and Amended Agreement to become effective April 1, 2012, and respectfully requests waiver of Section 154.207 of the Commission’s regulations to allow for this effective date.⁷

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

- 1) This transmittal letter;
- 2) A clean tariff section and tariff record (Appendix A);
- 3) A marked tariff section (Appendix B); and

⁵ ANR has elected to report the Amended Agreement by filing it in accordance with Section 6.27 of the General Terms and Conditions of its Tariff. The Amended Agreement provides all of the information required by Section 6.27: (1) the exact legal name of the shipper; (2) the negotiated rate; (3) the applicable rate schedule; (4) receipt and delivery points; and (5) the contract quantities.

⁶ Electronic Tariff Filings, 124 FERC ¶ 61,270 (2008) (“Order No. 714”). Order No. 714 at P 13. Order No. 714 states that “Existing agreements need to be filed electronically only when they are revised.”

⁷ 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”).

- 4) A marked contract amendment (Appendix C).

Certificate of Service

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

Pursuant to Section 385.2005 and Section 385.2011(c) (5), the undersigned has read this filing and knows its contents, and the contents are true as stated, to the best of his knowledge and belief. The undersigned possesses full power and authority to sign such filing.

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

Respectfully submitted,

ANR PIPELINE COMPANY

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

John A. Roscher
Director, Rates & Tariffs

Enclosures

Appendix A

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

Clean Tariff

<u>Tariff Section</u>	<u>Version</u>
1 – TABLE OF CONTENTS	v.12.0.0
<u>Tariff Record</u>	<u>Version</u>
8.11 – Negotiated Rate Agreement Chevron U.S.A. Inc. FTS-1 Agmt (#113194)	v.2.0.0

TABLE OF CONTENTS

Third Revised Volume No. 1: -----	Section No. -----
Table of Contents.....	1
Preliminary Statement.....	2
System Maps	3
Statement of Rates	
Rate Schedule ETS	4.1
Rate Schedule STS; Small Shipper ETS & FTS-1	4.2
Rate Schedules FTS-1, FTS-4 & FTS-4L.....	4.3
Rate Schedules FTS-1 & ETS (WI 2009).....	4.4
Rate Schedule FTS-2	4.5
Rate Schedule FTS-3	4.6
Rate Schedule ITS	4.7
Rate Schedules ITS-3, IPLS & IWS.....	4.8
Rate Schedules FSS & DDS.....	4.9
Rate Schedules FSS & DDS (Cold Springs 1).....	4.10
Rate Schedules NNS & MBS	4.11
Base Rates: FTS-1, FTS-4, FTS-4L, ETS, PTS-2 & FTS-2	4.12
Base Rate Components: FTS-3.....	4.13
Base Rate Components: ITS & PTS-3.....	4.14
Negotiated Rate Agreements - PTS-3.....	4.15
Statement of Surcharges.....	4.16
Deferred Transportation Cost Adjustment	4.17
Transporter's Use (%)	4.18
EPC Charge	4.19
Reserved for Future Use.....	4.20
Rate Schedules	
ETS (Enhanced Transportation Service).....	5.1
STS (Small Transportation Service)	5.2
FTS-1 (Firm Transportation Service)	5.3
FTS-2 (Firm Transportation Service)	5.4
FTS-3 (Firm Transportation Service)	5.5
FTS-4 (Firm Transportation Service)	5.6
FTS-4L (Firm Transportation Service).....	5.7

ITS (Interruptible Transportation Service).....	5.8
IPLS (Interruptible Park and Lend Service).....	5.9
IWS (Interruptible Wheeling Service)	5.10
ITS-3 (Interruptible Transportation Service)	5.11
FSS (Firm Storage Service).....	5.12
DDS (Deferred Delivery Service)	5.13
MBS (Market Balancing Service)	5.14
NNS (No-Notice Service)	5.15
PTS-1 (Pooling Transportation Service - Derivative)	5.16
PTS-2 (Pooling Transportation Service - Firm)	5.17
PTS-3 (Pooling Transportation Service - Interruptible)	5.18
Southeast Area Gathering Service	5.19

General Terms and Conditions

Definitions	6.1
Requests for Transportation Service	6.2
Facilities Policy	6.3
Receipt and Delivery Point Options	6.4
Transportation Service	6.5
Nominations	6.6
Force Majeure.....	6.7
Operational Flow Order(s)	6.8
Priority of Requests for Service.....	6.9
Scheduling and Curtailment of Services	6.10
Pressure at Receipt Point(s) and Delivery Point(s).....	6.11
Measurement and Measurement Equipment	6.12
Quality.....	6.13
Allocation of Receipts and Deliveries, Daily Balancing	6.14
Cashout and Trading of Monthly Imbalances	6.15
Spot Price Index.....	6.16
Billing and Payment.....	6.17
Miscellaneous	6.18
Paper Pooling.....	6.19
Capacity Trading	6.20
Capacity Release Provisions	6.21
Right of First Refusal.....	6.22
Internet Site	6.23
Federal Energy Regulatory Commission Annual Charge Adjustment	6.24
Gas Research Institute Passthrough Provision	6.25
Deferred Transportation Cost Adjustment Provision	6.26
Negotiated Rates.....	6.27
Non-Conforming Agreements	6.28
Discounted Rates	6.29

Off-System Capacity.....	6.30
Crediting of Penalty Revenues	6.31
Reduction Options	6.32
Marshfield Contracts.....	6.33
Transporter's Use and Transporter's EPC Adjustment.....	6.34
Operational Purchases and Sales of Gas	6.35

Form of Service Agreement

Service Agreement (For Rate Schedules ETS, STS, FTS-1, FTS-2, FTS-3, FTS-4, FTS-4L, FSS, PTS-2 and NNS).....	7.1
Master Service Agreement	7.2
Associated Liquefiabiles Agreement	7.3
Transportation Service Request Form	7.4
Service Agreement (For Rate Schedules ITS, ITS-3, DDS, MBS, PTS-1, PTS-3, IPLS and IWS).....	7.5

Negotiated Rate Agreements

Wisconsin Electric Power Company FSS Agmt (#117594)	8.1
Wisconsin Electric Power Company FSS Agmt (#113473)	8.2
Chevron USA Inc. FTS-1 Agmt (#113366).....	8.3
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113533)	8.4
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113540)	8.5
Tenaska Marketing Ventures FTS-1 Agmt (#116021).....	8.6
Wisconsin Electric Power Company ETS Agmt (#107897).....	8.7
Wisconsin Electric Power Company ETS Agmt (#107898).....	8.8
Madison Gas & Electric Company FTS-1 Agmt (#108251).....	8.9
Integrys Energy Services, Inc. FTS-1 Agmt (#117721)	8.10
Chevron U.S.A. Inc. FTS-1 Agmt (#113194).....	8.11
Reserved For Future Use.....	8.12
Badger Oil Corporation ITS Agmt (#118463)	8.13
LLOG Exploration Company, L.L.C. ITS Agmt (#118519)	8.14
SPN Resources, LLC ITS Agmt (#118518).....	8.15
Northern Indiana Public Service Company FSS Agmt (#107690).....	8.16
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113534)	8.17
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113541)	8.18
Madison Gas and Electric Company FSS Agmt (#117346)	8.19
NJR Energy Services Company FTS-1 Agmt (#111928).....	8.20
Integrys Energy Services, Inc. FTS-1 Agmt (#119376)	8.21
Tenaska Marketing Ventures FTS-1 Agmt (#113364).....	8.22
Dynamic Offshore Resources, LLC ITS Agmt (#119503).....	8.23

Non-Conforming Agreements with Negotiated Rates

Madison Gas and Electric Company FSS Agmt (#117357)	9.1
Wisconsin Gas LLC FSS Agmt (#107880).....	9.2
Wisconsin Gas LLC FSS Agmt (#107881).....	9.3
Wisconsin Electric Power Company FSS Agmt (#109225)	9.4
Wisconsin Electric Power Company FSS Agmt (#109226)	9.5
Wisconsin Electric Power Company FSS Agmt (#109227)	9.6
Wisconsin Gas LLC FSS Agmt (#118552).....	9.7

Non-Conforming Agreements

Wisconsin Gas LLC FTS-1 Agmt (#109212)	10.1
Wisconsin Electric Power Company FTS-1 Agmt (#109223).....	10.2
Wisconsin Gas LLC ETS Agmt (#109854)	10.3
Wisconsin Electric Power Company ETS Agmt (#112883).....	10.4
Wisconsin Gas LLC ETS Agmt (#112891)	10.5
Wisconsin Gas LLC ETS Agmt (#118840)	10.6
Wisconsin Gas LLC ETS Agmt (#107877)	10.7
Wisconsin Gas LLC ETS Agmt (#107879)	10.8
Wisconsin Electric Power Company ETS Agmt (#107899).....	10.9
Wisconsin Gas LLC NNS Agmt (#107995)	10.10
Wisconsin Electric Power Company NNS Agmt (#107997).....	10.11
Wisconsin Gas LLC FSS Agmt (#109210).....	10.12
Wisconsin Gas LLC FSS Agmt (#109211).....	10.13
Wisconsin Gas LLC ETS Agmt (#109218)	10.14
Wisconsin Electric Power Company ETS Agmt (#109222).....	10.15
Wisconsin Electric Power Company ETS Agmt (#118787).....	10.16
Wisconsin Electric Power Company ETS Agmt (#118789).....	10.17
Wisconsin Gas LLC ETS Agmt (#118793)	10.18
Wisconsin Gas LLC ETS Agmt (#118794)	10.19

TABLE OF CONTENTS

Original Volume No. 2

Rate Schedule	Description	Sheet No.
------------------	-------------	-----------

	Summary of Rates	16
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
X-64	Service Agreement with HIOS (High Island Offshore System)	566
X-100	Transportation and Exchange Agreement with Great Lakes Gas Transmission Company	1122
X-101	Transportation and Exchange Agreement with Great Lakes Gas Transmission Company	1140
X-117	Transportation and Exchange Agreement with Great Lakes Gas Transmission Company	1384
X-132	Gas Displacement and Exchange Agreement with Michigan Consolidated Gas Company	1592

Firm Transportation Service Agreement
Rate Schedule FTS-1

Chevron U.S.A. Inc.
(#113194)

Amendment No. 01 Effective Date: April 1, 2012

Date: February 20, 2007

Contract No.: 113194

FTS - 1 SERVICE AGREEMENT

This AGREEMENT is entered into by ANR PIPELINE COMPANY (Transporter) and CHEVRON USA INC. (Shipper).

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

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

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

284G

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

3. CONTRACT QUANTITIES:

Primary Route- See Exhibit attached hereto

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

Shipper desires to maintain the MDQ delivered to the city gate from storage in the event of a change in Transporter's Use %. Therefore, subject to available capacity, if Transporter's Use %, as stated in Transporter's FERC Gas Tariff changes, Transporter shall make corresponding changes to: (a) the MSQ, Base MDWQ and Base MDIQ of Shipper's FSS Agreement; and (b) the MDQ associated with the injection route(s) of the transport agreement corresponding to such FSS Agreement. Shipper authorizes Transporter make such quantity changes without formal amendment by providing to Shipper a revised Exhibit for each contract affected.

Date: February 20, 2007

Contract No.: 113194

4. TERM OF AGREEMENT:

April 01, 2008 to October 31, 2008
April 01, 2009 to October 31, 2009
April 01, 2010 to October 31, 2010
April 01, 2011 to October 31, 2011
April 01, 2012 to October 31, 2012

5. RATES:

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

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

6. INCORPORATION BY REFERENCE:

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

7. NOTICES:

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

Date: February 20, 2007

Contract No.: 113194

TRANSPORTER:

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

SHIPPER:

CHEVRON USA INC.
1500 LOUISIANA STREET
3RD FLOOR
HOUSTON, TX 77002
Attention: KRISTY BARBEE

Telephone: 832-854-5082
Fax: 832-854-3294

INVOICES AND STATEMENTS:

CHEVRON USA INC.
1500 LOUISIANA STREET
3RD FLOOR
HOUSTON, TX 77002
Attention: MATT ALBRECHT

Telephone: 832-854-4365
Fax: 1866-608-5610

8. FURTHER AGREEMENT:

- A. The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be a Fixed Monthly Reservation Rate of \$6.24 per dth and the applicable Commodity Rate. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged any applicable ACA and Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) in accordance with Transporter's FERC Gas Tariff.

Date: February 20, 2007

Contract No.: 113194

Secondary Receipt(s): Joliet Hub (243097)

Secondary Delivery(ies): Joliet Hub (243097), and Willow Run (42078)

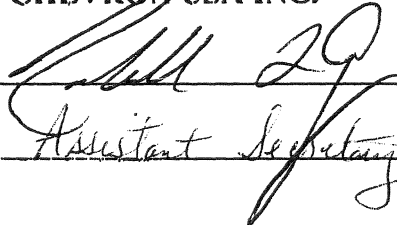
- B. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be ANR's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-1 service. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) and any other fees or surcharges under Transporter's FERC Gas Tariff.
- C. In addition, if one rate component which was at or below the applicable Maximum Rate at the time this discount agreement was executed subsequently exceeds the applicable Maximum Rate due to a change in Transporter's Maximum Rates so that such rate component must be adjusted downward to equal the new applicable Maximum Rate, then other rate components may be adjusted upward to achieve the agreed overall rate, as long as none of the resulting rate components exceeds the Maximum Rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission Order accepts revised tariff sheet rates. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates that had been charged under a discount agreement exceeded rates, which ultimately are found to be just and reasonable.

Date: February 20, 2007

Contract No.: 113194

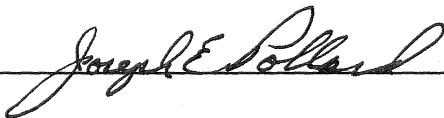
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives there unto duly authorized to be effective as of the date stated above.

SHIPPER: CHEVRON USA INC.

By: 
 Title: Assistant Secretary
 Date: _____

*ggm
KLL*

TRANSPORTER: ANR PIPELINE COMPANY

By: 
 Title: Agent and Attorney-in-Fact
 Date: 7/6/07

*adc 7/5/07.
ls 7/5/07.*

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND CHEVRON USA INC. (Shipper)

Contract No: 113194
 Rate Schedule: FTS-1
 Contract Date: February 20, 2007
 Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
103565 S E HEADSTATION FROM: April 01, 2012	153808 ANRPL STORAGE FACILITIES TO: October 31, 2012	0	0	5774
No Service FROM: November 01, 2011	TO: March 31, 2012			
103565 S E HEADSTATION FROM: April 01, 2011	153808 ANRPL STORAGE FACILITIES TO: October 31, 2011	0	0	5774
No Service FROM: November 01, 2010	TO: March 31, 2011			
103565 S E HEADSTATION FROM: April 01, 2010	153808 ANRPL STORAGE FACILITIES TO: October 31, 2010	0	0	5774
No Service FROM: November 01, 2009	TO: March 31, 2010			
103565 S E HEADSTATION FROM: April 01, 2009	153808 ANRPL STORAGE FACILITIES TO: October 31, 2009	0	0	5774
No Service FROM: November 01, 2008	TO: March 31, 2009			
103565 S E HEADSTATION FROM: April 01, 2008	153808 ANRPL STORAGE FACILITIES TO: October 31, 2008	0	0	5774

AMENDMENT

Date: March 29, 2012

"Transporter": ANR PIPELINE COMPANY

"Shipper": CHEVRON U.S.A. INC.

FTS-1 Contract No. 113194 dated February 20, 2007 ("Agreement") between Transporter and Shipper is amended effective April 01, 2012 as follows:

Shipper and Transporter have agreed to replace Section 3, CONTRACT QUANTITIES, Section 5, RATES and Section 8, FURTHER AGREEMENT in its entirety with the following:

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.

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 increased 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 \$6.2400 per dth and the applicable Commodity Rate. This rate shall be inclusive of any other adjustments or surcharges under Transporter's FERC Gas 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 FERC Gas Tariff.

Contract No: 113194
Amendment No: 01

Secondary Receipt(s): Joliet Hub (243097), REX Shelbyville (742252), Richland South Int (702777) and Centerpoint/Perryville (154017)
Secondary Delivery(ies): Joliet Hub (243097) and Willow Run (42078)

- B. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be ANR's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-I 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.
- C. In addition, if one rate component which was at or below the applicable Maximum Rate at the time this discount agreement was executed subsequently exceeds the applicable Maximum Rate due to a change in Transporter's Maximum Rates so that such rate component must be adjusted downward to equal the new applicable Maximum Rate, then other rate components may be adjusted upward to achieve the agreed overall rate, as long as none of the resulting rate components exceeds the Maximum Rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission Order accepts revised tariff sheet rates. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates that had been charged under a discount agreement exceeded rates, which ultimately are found to be just and reasonable.

8. FURTHER AGREEMENT

None

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

CHEVRON U.S.A. INC.
"Shipper"

By: Kristy Barbee
Title: Kristy Barbee
Attorney-In-Fact
Date: _____

ANR PIPELINE COMPANY
"Transporter"

By: Joseph E. Pollard
Title: Director, - Commercial Services
Date: 3/30/12

*20 3/30/12
cc 3/30/12*

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

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Rate Schedule: FTS-1
Contract Date: February 20, 2007
Amendment Date: March 29, 2012

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No Service FROM: November 01, 2010	TO: March 31, 2011			
103565 S E HEADSTATION FROM: April 01, 2010	153808 ANRPL STORAGE FACILITIES TO: October 31, 2010	0	0	5774
No Service FROM: November 01, 2009	TO: March 31, 2010			
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103565 S E HEADSTATION FROM: April 01, 2008	153808 ANRPL STORAGE FACILITIES TO: October 31, 2008	0	0	5774

Appendix B

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

Marked Tariff

<u>Tariff Section</u>	<u>Version</u>
1 – TABLE OF CONTENTS	v.12.0.0

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Rate Schedule FTS-2	4.5
Rate Schedule FTS-3	4.6
Rate Schedule ITS	4.7
Rate Schedules ITS-3, IPLS & IWS.....	4.8
Rate Schedules FSS & DDS.....	4.9
Rate Schedules FSS & DDS (Cold Springs 1).....	4.10
Rate Schedules NNS & MBS	4.11
Base Rates: FTS-1, FTS-4, FTS-4L, ETS, PTS-2 & FTS-2	4.12
Base Rate Components: FTS-3.....	4.13
Base Rate Components: ITS & PTS-3.....	4.14
Negotiated Rate Agreements - PTS-3.....	4.15
Statement of Surcharges.....	4.16
Deferred Transportation Cost Adjustment	4.17
Transporter's Use (%)	4.18
EPC Charge	4.19
Reserved for Future Use.....	4.20
Rate Schedules	
ETS (Enhanced Transportation Service).....	5.1
STS (Small Transportation Service)	5.2
FTS-1 (Firm Transportation Service)	5.3
FTS-2 (Firm Transportation Service)	5.4
FTS-3 (Firm Transportation Service)	5.5
FTS-4 (Firm Transportation Service)	5.6
FTS-4L (Firm Transportation Service).....	5.7

ITS (Interruptible Transportation Service).....	5.8
IPLS (Interruptible Park and Lend Service).....	5.9
IWS (Interruptible Wheeling Service)	5.10
ITS-3 (Interruptible Transportation Service)	5.11
FSS (Firm Storage Service).....	5.12
DDS (Deferred Delivery Service)	5.13
MBS (Market Balancing Service)	5.14
NNS (No-Notice Service)	5.15
PTS-1 (Pooling Transportation Service - Derivative)	5.16
PTS-2 (Pooling Transportation Service - Firm)	5.17
PTS-3 (Pooling Transportation Service - Interruptible)	5.18
Southeast Area Gathering Service	5.19

General Terms and Conditions

Definitions	6.1
Requests for Transportation Service	6.2
Facilities Policy	6.3
Receipt and Delivery Point Options	6.4
Transportation Service	6.5
Nominations	6.6
Force Majeure.....	6.7
Operational Flow Order(s)	6.8
Priority of Requests for Service.....	6.9
Scheduling and Curtailment of Services	6.10
Pressure at Receipt Point(s) and Delivery Point(s).....	6.11
Measurement and Measurement Equipment	6.12
Quality.....	6.13
Allocation of Receipts and Deliveries, Daily Balancing	6.14
Cashout and Trading of Monthly Imbalances	6.15
Spot Price Index.....	6.16
Billing and Payment.....	6.17
Miscellaneous	6.18
Paper Pooling.....	6.19
Capacity Trading	6.20
Capacity Release Provisions	6.21
Right of First Refusal.....	6.22
Internet Site	6.23
Federal Energy Regulatory Commission Annual Charge Adjustment	6.24
Gas Research Institute Passthrough Provision	6.25
Deferred Transportation Cost Adjustment Provision	6.26
Negotiated Rates.....	6.27
Non-Conforming Agreements	6.28
Discounted Rates	6.29

Off-System Capacity.....	6.30
Crediting of Penalty Revenues	6.31
Reduction Options	6.32
Marshfield Contracts.....	6.33
Transporter's Use and Transporter's EPC Adjustment.....	6.34
Operational Purchases and Sales of Gas	6.35

Form of Service Agreement

Service Agreement (For Rate Schedules ETS, STS, FTS-1, FTS-2, FTS-3, FTS-4, FTS-4L, FSS, PTS-2 and NNS).....	7.1
Master Service Agreement	7.2
Associated Liquefiabiles Agreement	7.3
Transportation Service Request Form	7.4
Service Agreement (For Rate Schedules ITS, ITS-3, DDS, MBS, PTS-1, PTS-3, IPLS and IWS).....	7.5

Negotiated Rate Agreements

Wisconsin Electric Power Company FSS Agmt (#117594)	8.1
Wisconsin Electric Power Company FSS Agmt (#113473)	8.2
Chevron USA Inc. FTS-1 Agmt (#113366).....	8.3
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113533)	8.4
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113540)	8.5
Tenaska Marketing Ventures FTS-1 Agmt (#116021).....	8.6
Wisconsin Electric Power Company ETS Agmt (#107897).....	8.7
Wisconsin Electric Power Company ETS Agmt (#107898).....	8.8
Madison Gas & Electric Company FTS-1 Agmt (#108251).....	8.9
Integrys Energy Services, Inc. FTS-1 Agmt (#117721)	8.10
Chevron U.S.A. Inc. FTS-1 Agmt (#113194)Reserved For Future Use.....	8.11
Reserved For Future Use.....	8.12
Badger Oil Corporation ITS Agmt (#118463)	8.13
LLOG Exploration Company, L.L.C. ITS Agmt (#118519)	8.14
SPN Resources, LLC ITS Agmt (#118518).....	8.15
Northern Indiana Public Service Company FSS Agmt (#107690).....	8.16
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113534)	8.17
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113541)	8.18
Madison Gas and Electric Company FSS Agmt (#117346)	8.19
NJR Energy Services Company FTS-1 Agmt (#111928).....	8.20
Integrys Energy Services, Inc. FTS-1 Agmt (#119376)	8.21
Tenaska Marketing Ventures FTS-1 Agmt (#113364).....	8.22
Dynamic Offshore Resources, LLC ITS Agmt (#119503).....	8.23

Non-Conforming Agreements with Negotiated Rates

Madison Gas and Electric Company FSS Agmt (#117357)	9.1
Wisconsin Gas LLC FSS Agmt (#107880).....	9.2
Wisconsin Gas LLC FSS Agmt (#107881).....	9.3
Wisconsin Electric Power Company FSS Agmt (#109225)	9.4
Wisconsin Electric Power Company FSS Agmt (#109226)	9.5
Wisconsin Electric Power Company FSS Agmt (#109227)	9.6
Wisconsin Gas LLC FSS Agmt (#118552).....	9.7

Non-Conforming Agreements

Wisconsin Gas LLC FTS-1 Agmt (#109212)	10.1
Wisconsin Electric Power Company FTS-1 Agmt (#109223).....	10.2
Wisconsin Gas LLC ETS Agmt (#109854)	10.3
Wisconsin Electric Power Company ETS Agmt (#112883).....	10.4
Wisconsin Gas LLC ETS Agmt (#112891)	10.5
Wisconsin Gas LLC ETS Agmt (#118840)	10.6
Wisconsin Gas LLC ETS Agmt (#107877)	10.7
Wisconsin Gas LLC ETS Agmt (#107879)	10.8
Wisconsin Electric Power Company ETS Agmt (#107899).....	10.9
Wisconsin Gas LLC NNS Agmt (#107995)	10.10
Wisconsin Electric Power Company NNS Agmt (#107997).....	10.11
Wisconsin Gas LLC FSS Agmt (#109210).....	10.12
Wisconsin Gas LLC FSS Agmt (#109211).....	10.13
Wisconsin Gas LLC ETS Agmt (#109218)	10.14
Wisconsin Electric Power Company ETS Agmt (#109222).....	10.15
Wisconsin Electric Power Company ETS Agmt (#118787).....	10.16
Wisconsin Electric Power Company ETS Agmt (#118789).....	10.17
Wisconsin Gas LLC ETS Agmt (#118793)	10.18
Wisconsin Gas LLC ETS Agmt (#118794)	10.19

TABLE OF CONTENTS

Original Volume No. 2

Rate Schedule	Description	Sheet No.
------------------	-------------	-----------

	Summary of Rates	16
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
X-64	Service Agreement with HIOS (High Island Offshore System)	566
X-100	Transportation and Exchange Agreement with Great Lakes Gas Transmission Company	1122
X-101	Transportation and Exchange Agreement with Great Lakes Gas Transmission Company	1140
X-117	Transportation and Exchange Agreement with Great Lakes Gas Transmission Company	1384
X-132	Gas Displacement and Exchange Agreement with Michigan Consolidated Gas Company	1592

Appendix C

ANR Pipeline Company

Marked Amendment

Negotiated Rate Agreement Amendment No. 1
Chevron U.S.A. Inc.
Rate Schedule FTS-1 Service Agreement (#113194)

Contract No: 113194
Amendment No: 01

AMENDMENT

Date: March 29, 2012

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: CHEVRON U.S.A. INC.

FTS-1 Contract No. 113194 dated February 20, 2007 ("Agreement") between Transporter and Shipper is amended effective April 01, 2012 as follows:

Shipper and Transporter have agreed to replace Section 3, CONTRACT QUANTITIES, Section 5, RATES and Section 8, FURTHER AGREEMENT in its entirety with the following:

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.

~~Shipper desires to maintain the MDQ delivered to the city gate from storage in the event of a change in Transporter's Use %. Therefore, subject to available capacity, if Transporter's Use %, as stated in Transporter's FERC Gas Tariff changes, Transporter shall make corresponding changes to: (a) the MSQ, Base MDWQ and Base MDIQ of Shipper's FSS Agreement; and (b) the MDQ associated with the injection route(s) of the transport agreement corresponding to such FSS Agreement. Shipper authorizes Transporter make such quantity changes without formal amendment by providing to Shipper a revised Exhibit for each contract affected.~~

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 hereinreferenced 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.

Contract No: 113194
Amendment No: 01

- 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 \$6.2400 per dth and the applicable Commodity Rate. This rate shall be inclusive of any other adjustments or surcharges under Transporter's FERC Gas 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 FERC Gas Tariff.

Secondary Receipt(s): Joliet Hub (243097), REX Shelbyville (742252), Richland South Int (702777) and Centerpoint/Perryville (154017)
Secondary Delivery(ies): Joliet Hub (243097) and Willow Run (42078)

- B. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be ANR's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-1 service. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) and any other fees or surcharges under Transporter's FERC Gas Tariff.
- C. In addition, if one rate component which was at or below the applicable Maximum Rate at the time this discount agreement was executed subsequently exceeds the applicable Maximum Rate due to a change in Transporter's Maximum Rates so that such rate component must be adjusted downward to equal the new applicable Maximum Rate, then other rate components may be adjusted upward to achieve the agreed overall rate, as long as none of the resulting rate components exceeds the Maximum Rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission Order accepts revised tariff sheet rates. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates that had been charged under a discount agreement exceeded rates, which ultimately are found to be just and reasonable.

8. **FURTHER AGREEMENT**

None

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

CHEVRON U.S.A. INC.
"Shipper"

By: _____

Title: _____

Date: _____

ANR PIPELINE COMPANY
"Transporter"

Contract No: 113194
Amendment No: 01

By: _____

Title: _____

Date: _____

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND «shipper» (Shipper)

Contract No: 113194
Rate Schedule: FTS-1
Contract Date: February 20, 2007
Amendment Date: March 29, 2012

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
103565 S E HEADSTATION FROM: April 01, 2012	153808 ANRPL STORAGE FACILITIES TO: October 31, 2012	0	0	5774
No Service FROM: November 01, 2011 TO: March 31, 2012				
103565 S E HEADSTATION FROM: April 01, 2011	153808 ANRPL STORAGE FACILITIES TO: October 31, 2011	0	0	5774
No Service FROM: November 01, 2010 TO: March 31, 2011				
103565 S E HEADSTATION FROM: April 01, 2010	153808 ANRPL STORAGE FACILITIES TO: October 31, 2010	0	0	5774
No Service FROM: November 01, 2009 TO: March 31, 2010				
103565 S E HEADSTATION FROM: April 01, 2009	153808 ANRPL STORAGE FACILITIES TO: October 31, 2009	0	0	5774
No Service FROM: November 01, 2008 TO: March 31, 2009				
103565 S E HEADSTATION FROM: April 01, 2008	153808 ANRPL STORAGE FACILITIES TO: October 31, 2008	0	0	5774