



August 1, 2019

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

ANR Pipeline Company
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Re: ANR Pipeline Company
Negotiated Rate Amendments
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,¹ 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”); and
- Seven (7) tariff records containing seven (7) Rate Schedule FTS-1 (“FTS-1”) negotiated rate service agreements that ANR has entered into with Exelon Generation Company, LLC (“Exelon”) (collectively, “Amendments”).

ANR respectfully requests that the Commission accept the tariff section and the Amendments, included herein as Appendix A,² to be effective August 1, 2019.

¹ 18 C.F.R. Part 154 (2019).

² *Electronic Tariff Filings*, 124 FERC ¶ 61,270 (2008) (“Order No. 714”). Order No. 714 states that “Negotiated rate agreements... need not be divided, but can be filed as entire documents.” Order No. 714 at P 42. ANR has elected to file the Amendments included herein as whole documents, in PDF format.

Correspondence

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

John A. Roscher Director, Rates & Tariffs	* David R. Hammel Director, Commercial and Regulatory Law, U.S. Natural Gas Pipelines
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* Persons designated for official service pursuant to Rule 2010.

Statement of the Nature, Reasons and Basis for Filing

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

On June 1, 2017, in Docket No. RP17-817-000 and as amended in RP17-817-001, ANR submitted for Commission acceptance seven (7) FTS-1 negotiated rate service agreements that ANR had entered into with CNE Gas Supply, LLC ("CNE"). On June 22, 2017, the Commission accepted the negotiated rate service agreements.⁴

Subsequently, CNE underwent an internal corporate consolidation and transferred all interstate transportation and storage service agreements to Exelon.⁵ As a result of this internal corporate consolidation, Exelon is now the shipper of record for Contract No. 129655, 129656, 129657, 129658, 129659, 129663 and 129666. In the instant filing, ANR is submitting the Amendments (as revised tariff records 8.69, 8.70, 8.71, 8.72, 8.73, 8.74 and 8.75, respectively) to reflect Exelon as the current shipper for the Amendments.

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

⁴ *ANR Pipeline Company*, Docket No. RP17-817-000, *et al.*, (June 22, 2017) (unpublished Director's Letter Order).

⁵ As part of the consolidation, in Docket No. RP19-1160-000, CNE and Exelon jointly filed a petition for temporary waiver of the Commission's capacity release regulations and "shipper-must-have-title" requirements to facilitate the succession of service agreements from CNE to Exelon. On June 14, 2019, the Commission granted this waiver. *CNE Gas Supply, LLC, et al.*, 167 FERC ¶ 61,221 (2019).

ANR advises that no undisclosed agreements, etc., are linked to the Amendments, which are included herein as Appendix A. Furthermore, the Amendments included herein do not contain any provision that is either non-conforming or a material deviation from the applicable Form of Service Agreement in ANR's Tariff.⁶ To conform with Order No. 714, ANR is submitting the Amendments individually and in their entirety as tariff records 8.69, 8.70, 8.71, 8.72, 8.73, 8.74 and 8.75.⁷ Additionally, a revised Table of Contents is submitted herein as part of Appendix A to reflect the name change for each of the Amendments. ANR is requesting that the Commission accept the Amendments (tariff records 8.69, 8.70, 8.71, 8.72, 8.73, 8.74 and 8.75) and the proposed tariff section to be effective August 1, 2019.

Effective Date

ANR respectfully requests that the Commission grant all waivers of its regulations, including Section 154.207, necessary to accept this filing, and accept the tariff records included as Appendix A to be effective August 1, 2019.⁸

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 Amendments (Appendix C).

Certificate of Service

As required by Sections 154.7(b) and 154.208 of the Commission's regulations, copies of this filing are being served on all of ANR's existing customers and interested state regulatory agencies. A copy of this

⁶ Specifically, Section 7.1 – Service Agmts, Transporter's Firm Rate Schedules.

⁷ Consistent with Commission policy, the Amendments provide the essential elements for negotiated rate transactions, 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.

⁸ See *Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines*, 74 FERC ¶ 61,076 at 61, 241-242 (1996) (indicating that the Commission will "readily grant requests to waive the 30-day requirement").

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 of the Commission's regulations, 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 A. Alonzo at (832) 320-5477.

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

Tariff Sections

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Version

v.48.0.0

Tariff Records

Section 8 - Negotiated Rate Agreements

<u>Tariff Record</u>	<u>Shipper</u>	<u>Rate Schedule</u>	<u>Agreement</u>	<u>Version</u>
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8.70	Exelon Generation Company, LLC	FTS-1	#129656	v.1.0.0
8.71	Exelon Generation Company, LLC	FTS-1	#129657	v.1.0.0
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8.73	Exelon Generation Company, LLC	FTS-1	#129659	v.1.0.0
8.74	Exelon Generation Company, LLC	FTS-1	#129663	v.1.0.0
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Firm Transportation Service Agreement
Rate Schedule FTS-1
Exelon Generation Company, LLC
(#129655)

Agreement Effective Date: June 1, 2017
Amendment No. 1 Effective Date: August 1, 2019

Date: May 18, 2017

Contract No.: 129655

FTS - 1 SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and CNE GAS SUPPLY, LLC (Shipper).

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

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

1. **AUTHORITY FOR TRANSPORTATION SERVICE:**

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

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

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:**

June 01, 2017 to

October 31, 2019

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 ("MDQ") as listed in the attached Primary Route Exhibit during the primary term hereof shall be a Fixed Monthly Reservation Rate of \$5.366 per dth-month and a Fixed Commodity Rate of \$0.0075 per dth. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged ACA and Transporter's Use (Fuel) and EPC Charge (Electric Power Cost) in accordance with Transporter's FERC Gas Tariff.

Secondary Receipts: All ML7 receipt points
Secondary Deliveries: All ML7 delivery points

- B. Shipper shall have the right to change the Primary Delivery Point in accordance with Transporter's FERC Gas Tariff as it may be in effect from time-to-time and Transporter further agrees that Shipper shall retain the rates set forth in Paragraph 5.A above, provided Shipper is awarded its requested changed Delivery Point in accordance with Transporter's FERC Gas Tariff and Shipper changes its Primary Delivery Point to any Delivery Point within Transporter's ML-7 Zone.

Date: May 18, 2017

Contract No.: 129655

- C. Except as otherwise provided herein, the mutually agreed upon rate for the use of any point not addressed in Sections 5.A or 5.B above, as well as deliveries in excess of the contract MDQ, shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-1 service. In addition, Shipper shall be charged ACA, Transporter's Use, EPC and any other fees or surcharges under Transporter's FERC Gas 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

SHIPPER:

CNE GAS SUPPLY, LLC
9960 CORPORATE CAMPUS DR
SUITE 2000
LOUISVILLE, KY 40223
Attention: CORY SINCLAIR

Telephone: 502-214-6434
FAX: 502-426-8800
E-mail: cory.sinclair@constellation.com

Date: May 18, 2017

Contract No.: 129655

INVOICES AND STATEMENTS:

CNE GAS SUPPLY, LLC
100 CONSTELLATION WAY,
SUITE 500C
BALTIMORE, MD 21202
Attention: KELSEY MARSH

Telephone: 920-617-6249
FAX:
E-mail: CNEGasRVA@constellation.com

8. FURTHER AGREEMENT:

None.

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: CNE GAS SUPPLY, LLC

By: _____

Title: _____

Date: _____

TRANSPORTER: ANR PIPELINE COMPANY

By: _____

Title: Director, Transportation Accounting and Contracts

Date: _____

Contract No: 129655
Amendment No: 01

AMENDMENT

Date: August 01, 2019

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: EXELON GENERATION COMPANY, LLC

FTS-1 Contract No. 129655 dated May 18, 2017 (“Agreement”) between Transporter and Shipper is amended effective August 01, 2019 as follows:

Shipper has advised that this Agreement has been transferred from CNE Gas Supply, LLC to Exelon Generation Company, LLC. This Agreement is hereby amended to reflect such change.

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

EXECUTABLE DOCUMENTS NOT REQUIRED

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND EXELON GENERATION COMPANY, LLC (Shipper)

Contract No: 129655
Rate Schedule: FTS-1
Contract Date: May 18, 2017
Amendment Date: August 01, 2019

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: June 01, 2017	28676 MCFARLAND TO: October 31, 2019	150	0	0

Firm Transportation Service Agreement
Rate Schedule FTS-1
Exelon Generation Company, LLC
(#129656)

Agreement Effective Date: June 1, 2017
Amendment No. 2 Effective Date: August 1, 2019

Date: May 18, 2017

Contract No.: 129656

FTS - 1 SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and CNE GAS SUPPLY, LLC (Shipper).

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

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

1. **AUTHORITY FOR TRANSPORTATION SERVICE:**

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

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

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:**

June 01, 2017 to

October 31, 2019

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 ("MDQ") as listed in the attached Primary Route Exhibit during the primary term hereof shall be a Fixed Monthly Reservation Rate of \$5.366 per dth-month and a Fixed Commodity Rate of \$0.0075 per dth. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged ACA and Transporter's Use (Fuel) and EPC Charge (Electric Power Cost) in accordance with Transporter's FERC Gas Tariff.

Secondary Receipts: All ML7 receipt points
Secondary Deliveries: All ML7 delivery points

- B. Shipper shall have the right to change the Primary Delivery Point in accordance with Transporter's FERC Gas Tariff as it may be in effect from time-to-time and Transporter further agrees that Shipper shall retain the rates set forth in Paragraph 5.A above, provided Shipper is awarded its requested changed Delivery Point in accordance with Transporter's FERC Gas Tariff and Shipper changes its Primary Delivery Point to any Delivery Point within Transporter's ML-7 Zone.

Date: May 18, 2017

Contract No.: 129656

- C. Except as otherwise provided herein, the mutually agreed upon rate for the use of any point not addressed in Sections 8.A or 8.B, as well as deliveries in excess of the contract MDQ, shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-1 service. In addition, Shipper shall be charged ACA, Transporter's Use, EPC and any other fees or surcharges under Transporter's FERC Gas 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

SHIPPER:

CNE GAS SUPPLY, LLC
9960 CORPORATE CAMPUS DR
SUITE 2000
LOUISVILLE, KY 40223
Attention: CORY SINCLAIR

Telephone: 502-214-6434
FAX: 502-426-8800
E-mail: cory.sinclair@constellation.com

Date: May 18, 2017

Contract No.: 129656

INVOICES AND STATEMENTS:

CNE GAS SUPPLY, LLC
100 CONSTELLATION WAY,
SUITE 500C
BALTIMORE, MD 21202
Attention: KELSEY MARSH

Telephone: 920-617-6249
FAX:
E-mail: CNEGasRVA@constellation.com

8. FURTHER AGREEMENT:

None.

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: CNE GAS SUPPLY, LLC

By: _____

Title: _____

Date: _____

TRANSPORTER: ANR PIPELINE COMPANY

By: _____

Title: Director, Transportation Accounting and Contracts

Date: _____

Contract No: 129656
Amendment No: 02

AMENDMENT

Date: August 01, 2019

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: EXELON GENERATION COMPANY, LLC

FTS-1 Contract No. 129656 dated May 18, 2017 ("Agreement") between Transporter and Shipper is amended effective August 01, 2019 as follows:

Shipper has advised that this Agreement has been transferred from CNE Gas Supply, LLC to Exelon Generation Company, LLC. This Agreement is hereby amended to reflect such change.

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

EXECUTABLE DOCUMENTS NOT REQUIRED

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND EXELON GENERATION COMPANY, LLC (Shipper)

Contract No: 129656
Rate Schedule: FTS-1
Contract Date: May 18, 2017
Amendment Date: August 01, 2019

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: November 01, 2019	28676 MCFARLAND TO: October 31, 2021	650	0	0
277072 ALLIANCE/ANR INT FROM: June 01, 2017	28676 MCFARLAND TO: October 31, 2019	500	0	0

Firm Transportation Service Agreement
Rate Schedule FTS-1
Exelon Generation Company, LLC
(#129657)

Agreement Effective Date: June 1, 2017
Amendment No. 2 Effective Date: August 1, 2019

Date: May 18, 2017

Contract No.: 129657

FTS - 1 SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and CNE GAS SUPPLY, LLC (Shipper).

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

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

1. **AUTHORITY FOR TRANSPORTATION SERVICE:**

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

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

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:**

June 01, 2017 to

October 31, 2019

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 ("MDQ") as listed in the attached Primary Route Exhibit during the primary term hereof shall be a Fixed Monthly Reservation Rate of \$5.366 per dth-month and a Fixed Commodity Rate of \$0.0075 per dth. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged ACA and Transporter's Use (Fuel) and EPC Charge (Electric Power Cost) in accordance with Transporter's FERC Gas Tariff.

Secondary Receipts: All ML7 receipt points
Secondary Deliveries: All ML7 delivery points

- B. Shipper shall have the right to change the Primary Delivery Point in accordance with Transporter's FERC Gas Tariff as it may be in effect from time-to-time and Transporter further agrees that Shipper shall retain the rates set forth in Paragraph 5.A above, provided Shipper is awarded its requested changed Delivery Point in accordance with Transporter's FERC Gas Tariff and Shipper changes its Primary Delivery Point to any Delivery Point within Transporter's ML-7 Zone.
- C. Except as otherwise provided herein, the mutually agreed upon rate for the use of any point not addressed in Sections 5.A or 5.B above, as well as deliveries in excess of the contract MDQ, shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-1 service. In addition, Shipper

Date: May 18, 2017

Contract No.: 129657

shall be charged ACA, Transporter's Use, EPC and any other fees or surcharges under Transporter's FERC Gas 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

SHIPPER:

CNE GAS SUPPLY, LLC
9960 CORPORATE CAMPUS DR
SUITE 2000
LOUISVILLE, KY 40223
Attention: CORY SINCLAIR

Telephone: 502-214-6434
FAX: 502-426-8800
E-mail: cory.sinclair@constellation.com

INVOICES AND STATEMENTS:

CNE GAS SUPPLY, LLC
100 CONSTELLATION WAY,
SUITE 500C

Date: May 18, 2017

Contract No.: 129657

BALTIMORE, MD 21202
Attention: KELSEY MARSH

Telephone: 920-617-6249
FAX:
E-mail: CNEGasRVA@constellation.com

8. FURTHER AGREEMENT:

None.

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: CNE GAS SUPPLY, LLC

By: _____

Title: _____

Date: _____

TRANSPORTER: ANR PIPELINE COMPANY

By: _____

Title: Director, Transportation Accounting and Contracts

Date: _____

Contract No: 129657
Amendment No: 02

AMENDMENT

Date: August 01, 2019

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: EXELON GENERATION COMPANY, LLC

FTS-1 Contract No. 129657 dated May 18, 2017 ("Agreement") between Transporter and Shipper is amended effective August 01, 2019 as follows:

Shipper has advised that this Agreement has been transferred from CNE Gas Supply, LLC to Exelon Generation Company, LLC. This Agreement is hereby amended to reflect such change.

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

EXECUTABLE DOCUMENTS NOT REQUIRED

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND EXELON GENERATION COMPANY, LLC (Shipper)

Contract No: 129657
Rate Schedule: FTS-1
Contract Date: May 18, 2017
Amendment Date: August 01, 2019

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: June 01, 2017	28780 FREEDOM TO: October 31, 2021	100	0	0

Firm Transportation Service Agreement
Rate Schedule FTS-1
Exelon Generation Company, LLC
(#129658)

Agreement Effective Date: June 1, 2017
Amendment No. 2 Effective Date: August 1, 2019

Date: May 18, 2017

Contract No.: 129658

FTS - 1 SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and CNE GAS SUPPLY, LLC (Shipper).

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

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

1. AUTHORITY FOR TRANSPORTATION SERVICE:

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

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

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:

June 01, 2017 to

October 31, 2019

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 ("MDQ") as listed in the attached Primary Route Exhibit during the primary term hereof shall be a Fixed Monthly Reservation Rate of \$5.366 per dth-month and a Fixed Commodity Rate of \$0.0075 per dth. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged ACA and Transporter's Use (Fuel) and EPC Charge (Electric Power Cost) in accordance with Transporter's FERC Gas Tariff.

Secondary Receipts: All ML7 receipt points

Secondary Deliveries: All ML7 delivery points

- B. Shipper shall have the right to change the Primary Delivery Point in accordance with Transporter's FERC Gas Tariff as it may be in effect from time-to-time and Transporter further agrees that Shipper shall retain the rates set forth in Paragraph 5.A above, provided Shipper is awarded its requested changed Delivery Point in accordance with Transporter's FERC Gas Tariff and Shipper changes its Primary Delivery Point to any Delivery Point within Transporter's ML-7 Zone.

Date: May 18, 2017

Contract No.: 129658

- C. Except as otherwise provided herein, the mutually agreed upon rate for the use of any point not addressed in Sections 5.A or 5.B, above, as well as deliveries in excess of the contract MDQ, shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-1 service. In addition, Shipper shall be charged ACA, Transporter's Use, EPC and any other fees or surcharges under Transporter's FERC Gas 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

SHIPPER:

CNE GAS SUPPLY, LLC
9960 CORPORATE CAMPUS DR
SUITE 2000
LOUISVILLE, KY 40223
Attention: CORY SINCLAIR

Telephone: 502-214-6434
FAX: 502-426-8800
E-mail: cory.sinclair@constellation.com

Date: May 18, 2017

Contract No.: 129658

INVOICES AND STATEMENTS:

CNE GAS SUPPLY, LLC
100 CONSTELLATION WAY,
SUITE 500C
BALTIMORE, MD 21202
Attention: KELSEY MARSH

Telephone: 920-617-6249
FAX:
E-mail: CNEGasRVA@constellation.com

8. FURTHER AGREEMENT:

None.

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: CNE GAS SUPPLY, LLC

By: _____

Title: _____

Date: _____

TRANSPORTER: ANR PIPELINE COMPANY

By: _____

Title: Director, Transportation Accounting and Contracts

Date: _____

Contract No: 129658
Amendment No: 02

AMENDMENT

Date: August 01, 2019

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: EXELON GENERATION COMPANY, LLC

FTS-1 Contract No. 129658 dated May 18, 2017 ("Agreement") between Transporter and Shipper is amended effective August 01, 2019 as follows:

Shipper has advised that this Agreement has been transferred from CNE Gas Supply, LLC to Exelon Generation Company, LLC. This Agreement is hereby amended to reflect such change.

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

EXECUTABLE DOCUMENTS NOT REQUIRED

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND EXELON GENERATION COMPANY, LLC (Shipper)

Contract No: 129658
Rate Schedule: FTS-1
Contract Date: May 18, 2017
Amendment Date: August 01, 2019

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: June 01, 2017	28862 NEW LONDON WI TO: October 31, 2021	350	0	0

Firm Transportation Service Agreement
Rate Schedule FTS-1
Exelon Generation Company, LLC
(#129659)

Agreement Effective Date: June 1, 2017
Amendment No. 2 Effective Date: August 1, 2019

Date: May 18, 2017

Contract No.: 129659

FTS - 1 SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and CNE GAS SUPPLY, LLC (Shipper).

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

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

1. AUTHORITY FOR TRANSPORTATION SERVICE:

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

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

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:

June 01, 2017 to

October 31, 2019

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 ("MDQ") as listed in the attached Primary Route Exhibit during the primary term hereof shall be a Fixed Monthly Reservation Rate of \$5.366 per dth-month and a Fixed Commodity Rate of \$0.0075 per dth. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged ACA and Transporter's Use (Fuel) and EPC Charge (Electric Power Cost) in accordance with Transporter's FERC Gas Tariff.

Secondary Receipts: All ML7 receipt points
Secondary Deliveries: All ML7 delivery points

- B. Shipper shall have the right to change the Primary Delivery Point in accordance with Transporter's FERC Gas Tariff as it may be in effect from time-to-time and Transporter further agrees that Shipper shall retain the rates set forth in Paragraph 5.A above, provided Shipper is awarded its requested changed Delivery Point in accordance with Transporter's FERC Gas Tariff and Shipper changes its Primary Delivery Point to any Delivery Point within Transporter's ML-7 Zone.
- C. Except as otherwise provided herein, the mutually agreed upon rate for the use of any point not addressed in Sections 5.A or 5.B, above, as well as deliveries in excess of the contract MDQ, shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-1 service. In addition, Shipper

Date: May 18, 2017

Contract No.: 129659

shall be charged ACA, Transporter's Use, EPC and any other fees or surcharges under Transporter's FERC Gas 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

SHIPPER:

CNE GAS SUPPLY, LLC
9960 CORPORATE CAMPUS DR
SUITE 2000
LOUISVILLE, KY 40223
Attention: CORY SINCLAIR

Telephone: 502-214-6434
FAX: 502-426-8800
E-mail: cory.sinclair@constellation.com

Date: May 18, 2017

Contract No.: 129659

INVOICES AND STATEMENTS:

CNE GAS SUPPLY, LLC
100 CONSTELLATION WAY,
SUITE 500C
BALTIMORE, MD 21202
Attention: KELSEY MARSH

Telephone: 920-617-6249
FAX:
E-mail: CNEGasRVA@constellation.com

8. FURTHER AGREEMENT:

None.

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: CNE GAS SUPPLY, LLC

By: _____

Title: _____

Date: _____

TRANSPORTER: ANR PIPELINE COMPANY

By: _____

Title: Director, Transportation Accounting and Contracts

Date: _____

Contract No: 129659
Amendment No: 02

AMENDMENT

Date: August 01, 2019

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: EXELON GENERATION COMPANY, LLC

FTS-1 Contract No. 129659 dated May 18, 2017 ("Agreement") between Transporter and Shipper is amended effective August 01, 2019 as follows:

Shipper has advised that this Agreement has been transferred from CNE Gas Supply, LLC to Exelon Generation Company, LLC. This Agreement is hereby amended to reflect such change.

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

EXECUTABLE DOCUMENTS NOT REQUIRED

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND EXELON GENERATION COMPANY, LLC (Shipper)

Contract No: 129659
Rate Schedule: FTS-1
Contract Date: May 18, 2017
Amendment Date: August 01, 2019

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: June 01, 2017	28865 ADAMS WI TO: October 31, 2021	100	0	0

Firm Transportation Service Agreement
Rate Schedule FTS-1
Exelon Generation Company, LLC
(#129663)

Agreement Effective Date: June 1, 2017
Amendment No. 2 Effective Date: August 1, 2019

Date: May 18, 2017

Contract No.: 129663

FTS - 1 SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and CNE GAS SUPPLY, LLC (Shipper).

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

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

1. AUTHORITY FOR TRANSPORTATION SERVICE:

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

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

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:

June 01, 2017 to

October 31, 2019

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 ("MDQ") as listed in the attached Primary Route Exhibit during the primary term hereof shall be a Fixed Monthly Reservation Rate of \$5.366 per dth-month and a Fixed Commodity Rate of \$0.0075 per dth. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged ACA and Transporter's Use (Fuel) and EPC Charge (Electric Power Cost) in accordance with Transporter's FERC Gas Tariff.

Secondary Receipts: All ML7 receipt points
Secondary Deliveries: All ML7 delivery points

- B. Shipper shall have the right to change the Primary Delivery Point in accordance with Transporter's FERC Gas Tariff as it may be in effect from time-to-time and Transporter further agrees that Shipper shall retain the rates set forth in Paragraph 5.A above, provided Shipper is awarded its requested changed Delivery Point in accordance with Transporter's FERC Gas Tariff and Shipper changes its Primary Delivery Point to any Delivery Point within Transporter's ML-7 Zone.
- C. Except as otherwise provided herein, the mutually agreed upon rate for the use of any point not addressed in Sections 5.A or 5.B, above, as well as deliveries in excess of the contract MDQ, shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-1 service. In addition, Shipper

Date: May 18, 2017

Contract No.: 129663

shall be charged ACA, Transporter's Use, EPC and any other fees or surcharges under Transporter's FERC Gas 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

SHIPPER:

CNE GAS SUPPLY, LLC
9960 CORPORATE CAMPUS DR
SUITE 2000
LOUISVILLE, KY 40223
Attention: CORY SINCLAIR

Telephone: 502-214-6434
FAX: 502-426-8800
E-mail: cory.sinclair@constellation.com

Date: May 18, 2017

Contract No.: 129663

INVOICES AND STATEMENTS:

CNE GAS SUPPLY, LLC
100 CONSTELLATION WAY,
SUITE 500C
BALTIMORE, MD 21202
Attention: KELSEY MARSH

Telephone: 920-617-6249
FAX:
E-mail: CNEGasRVA@constellation.com

8. FURTHER AGREEMENT:

None.

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: CNE GAS SUPPLY, LLC

By: _____

Title: _____

Date: _____

TRANSPORTER: ANR PIPELINE COMPANY

By: _____

Title: Director, Transportation Accounting and Contracts

Date: _____

Contract No: 129663
Amendment No: 02

AMENDMENT

Date: August 01, 2019

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: EXELON GENERATION COMPANY, LLC

FTS-1 Contract No. 129663 dated May 18, 2017 ("Agreement") between Transporter and Shipper is amended effective August 01, 2019 as follows:

Shipper has advised that this Agreement has been transferred from CNE Gas Supply, LLC to Exelon Generation Company, LLC. This Agreement is hereby amended to reflect such change.

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

EXECUTABLE DOCUMENTS NOT REQUIRED

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND EXELON GENERATION COMPANY, LLC (Shipper)

Contract No: 129663
Rate Schedule: FTS-1
Contract Date: May 18, 2017
Amendment Date: August 01, 2019

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: June 01, 2017	28855 BEAR CREEK TO: October 31, 2021	100	0	0

Firm Transportation Service Agreement
Rate Schedule FTS-1
Exelon Generation Company, LLC
(#129666)

Agreement Effective Date: June 1, 2017
Amendment No. 2 Effective Date: August 1, 2019

Date: May 18, 2017

Contract No.: 129666

FTS - 1 SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and CNE GAS SUPPLY, LLC (Shipper).

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

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

1. **AUTHORITY FOR TRANSPORTATION SERVICE:**

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

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

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:**

June 01, 2017 to

October 31, 2019

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)

Date: May 18, 2017

Contract No.: 129666

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 ("MDQ") as listed in the attached Primary Route Exhibit during the primary term hereof shall be a Fixed Monthly Reservation Rate of \$5.366 per dth-month and a Fixed Commodity Rate of \$0.0075 per dth. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged ACA and Transporter's Use (Fuel) and EPC Charge (Electric Power Cost) in accordance with Transporter's FERC Gas Tariff.

Secondary Receipts: All ML7 receipt points
Secondary Deliveries: All ML7 delivery points

- B. Shipper shall have the right to change the Primary Delivery Point in accordance with Transporter's FERC Gas Tariff as it may be in effect from time-to-time and Transporter further agrees that Shipper shall retain the rates set forth in Paragraph 5.A above, provided Shipper is awarded its requested changed Delivery Point in accordance with Transporter's FERC Gas Tariff and Shipper changes its Primary Delivery Point to any Delivery Point within Transporter's ML-7 Zone.
- C. Except as otherwise provided herein, the mutually agreed upon rate for the use of any point not addressed in Sections 5.A or 5.B, above, as well as deliveries in excess of the contract MDQ, shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-1 service. In addition, Shipper

Date: May 18, 2017

Contract No.: 129666

shall be charged ACA, Transporter's Use, EPC and any other fees or surcharges under Transporter's FERC Gas 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

SHIPPER:

CNE GAS SUPPLY, LLC
9960 CORPORATE CAMPUS DR
SUITE 2000
LOUISVILLE, KY 40223
Attention: CORY SINCLAIR

Telephone: 502-214-6434
FAX: 502-426-8800
E-mail: cory.sinclair@constellation.com

Date: May 18, 2017

Contract No.: 129666

INVOICES AND STATEMENTS:

CNE GAS SUPPLY, LLC
100 CONSTELLATION WAY,
SUITE 500C
BALTIMORE, MD 21202
Attention: KELSEY MARSH

Telephone: 920-617-6249
FAX:
E-mail: CNEGasRVA@constellation.com

8. FURTHER AGREEMENT:

None.

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: CNE GAS SUPPLY, LLC

By: _____

Title: _____

Date: _____

TRANSPORTER: ANR PIPELINE COMPANY

By: _____

Title: Director, Transportation Accounting and Contracts

Date: _____

Contract No: 129666
Amendment No: 02

AMENDMENT

Date: August 01, 2019

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: EXELON GENERATION COMPANY, LLC

FTS-1 Contract No. 129666 dated May 18, 2017 ("Agreement") between Transporter and Shipper is amended effective August 01, 2019 as follows:

Shipper has advised that this Agreement has been transferred from CNE Gas Supply, LLC to Exelon Generation Company, LLC. This Agreement is hereby amended to reflect such change.

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

EXECUTABLE DOCUMENTS NOT REQUIRED

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND EXELON GENERATION COMPANY, LLC (Shipper)

Contract No: 129666
Rate Schedule: FTS-1
Contract Date: May 18, 2017
Amendment Date: August 01, 2019

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: June 01, 2017	28774 RHINELANDER TO: October 31, 2021	350	0	0

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

Tariff Sections

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Version

v.48.0.0

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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
Tennessee Valley Authority FTS-3 Agmt (#114655)	10.20
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Wisconsin Gas LLC FSS Agmt (#107871)	10.27
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Appendix C
ANR Pipeline Company
Marked Agreements

- 1) Exelon Generation Company, LLC
Rate Schedule FTS-1 Service Agreement (#129655)

- 2) Exelon Generation Company, LLC
Rate Schedule FTS-1 Service Agreement (#129656)

- 3) Exelon Generation Company, LLC
Rate Schedule FTS-1 Service Agreement (#129657)

- 4) Exelon Generation Company, LLC
Rate Schedule FTS-1 Service Agreement (#129658)

- 5) Exelon Generation Company, LLC
Rate Schedule FTS-1 Service Agreement (#129659)

- 6) Exelon Generation Company, LLC
Rate Schedule FTS-1 Service Agreement (#129663)

- 7) Exelon Generation Company, LLC
Rate Schedule FTS-1 Service Agreement (#129666)

Contract No: 129655
Amendment No: 01

AMENDMENT

Date: August 01, 2019

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: EXELON GENERATION COMPANY, LLC

FTS-1 Contract No. 129655 dated May 18, 2017 ("Agreement") between Transporter and Shipper is amended effective August 01, 2019 as follows:

Shipper has advised that this Agreement has been transferred from CNE Gas Supply, LLC to Exelon Generation Company, LLC. This Agreement is hereby amended to reflect such change.

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

EXECUTABLE DOCUMENTS NOT REQUIRED

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND EXELON GENERATION COMPANY, LLC (Shipper)

Contract No: 129655
Rate Schedule: FTS-1
Contract Date: May 18, 2017
Amendment Date: August 01, 2019

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: June 01, 2017	28676 MCFARLAND TO: October 31, 2019	150	0	0

Contract No: 129656
Amendment No: 02

AMENDMENT

Date: August 01, 2019

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: EXELON GENERATION COMPANY, LLC

FTS-1 Contract No. 129656 dated May 18, 2017 ("Agreement") between Transporter and Shipper is amended effective August 01, 2019 as follows:

Shipper has advised that this Agreement has been transferred from CNE Gas Supply, LLC to Exelon Generation Company, LLC. This Agreement is hereby amended to reflect such change.

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

EXECUTABLE DOCUMENTS NOT REQUIRED

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND EXELON GENERATION COMPANY, LLC (Shipper)

Contract No: 129656
Rate Schedule: FTS-1
Contract Date: May 18, 2017
Amendment Date: August 01, 2019

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: November 01, 2019	28676 MCFARLAND TO: October 31, 2021	650	0	0
277072 ALLIANCE/ANR INT FROM: June 01, 2017	28676 MCFARLAND TO: October 31, 2019	500	0	0

Contract No: 129657
Amendment No: 02

AMENDMENT

Date: August 01, 2019

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: EXELON GENERATION COMPANY, LLC

FTS-1 Contract No. 129657 dated May 18, 2017 ("Agreement") between Transporter and Shipper is amended effective August 01, 2019 as follows:

Shipper has advised that this Agreement has been transferred from CNE Gas Supply, LLC to Exelon Generation Company, LLC. This Agreement is hereby amended to reflect such change.

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

EXECUTABLE DOCUMENTS NOT REQUIRED

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND EXELON GENERATION COMPANY, LLC (Shipper)

Contract No: 129657
Rate Schedule: FTS-1
Contract Date: May 18, 2017
Amendment Date: August 01, 2019

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: June 01, 2017	28780 FREEDOM TO: October 31, 2021	100	0	0

Contract No: 129658
Amendment No: 02

AMENDMENT

Date: August 01, 2019

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: EXELON GENERATION COMPANY, LLC

FTS-1 Contract No. 129658 dated May 18, 2017 ("Agreement") between Transporter and Shipper is amended effective August 01, 2019 as follows:

Shipper has advised that this Agreement has been transferred from CNE Gas Supply, LLC to Exelon Generation Company, LLC. This Agreement is hereby amended to reflect such change.

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

EXECUTABLE DOCUMENTS NOT REQUIRED

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND EXELON GENERATION COMPANY, LLC (Shipper)

Contract No: 129658
Rate Schedule: FTS-1
Contract Date: May 18, 2017
Amendment Date: August 01, 2019

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: June 01, 2017	28862 NEW LONDON WI TO: October 31, 2021	350	0	0

Contract No: 129659
Amendment No: 02

AMENDMENT

Date: August 01, 2019

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: EXELON GENERATION COMPANY, LLC

FTS-1 Contract No. 129659 dated May 18, 2017 ("Agreement") between Transporter and Shipper is amended effective August 01, 2019 as follows:

Shipper has advised that this Agreement has been transferred from CNE Gas Supply, LLC to Exelon Generation Company, LLC. This Agreement is hereby amended to reflect such change.

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

EXECUTABLE DOCUMENTS NOT REQUIRED

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND EXELON GENERATION COMPANY, LLC (Shipper)

Contract No: 129659
Rate Schedule: FTS-1
Contract Date: May 18, 2017
Amendment Date: August 01, 2019

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: June 01, 2017	28865 ADAMS WI TO: October 31, 2021	100	0	0

Contract No: 129663
Amendment No: 02

AMENDMENT

Date: August 01, 2019

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: EXELON GENERATION COMPANY, LLC

FTS-1 Contract No. 129663 dated May 18, 2017 ("Agreement") between Transporter and Shipper is amended effective August 01, 2019 as follows:

Shipper has advised that this Agreement has been transferred from CNE Gas Supply, LLC to Exelon Generation Company, LLC. This Agreement is hereby amended to reflect such change.

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

EXECUTABLE DOCUMENTS NOT REQUIRED

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND EXELON GENERATION COMPANY, LLC (Shipper)

Contract No: 129663
Rate Schedule: FTS-1
Contract Date: May 18, 2017
Amendment Date: August 01, 2019

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: June 01, 2017	28855 BEAR CREEK TO: October 31, 2021	100	0	0

Contract No: 129666
Amendment No: 02

AMENDMENT

Date: August 01, 2019

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: EXELON GENERATION COMPANY, LLC

FTS-1 Contract No. 129666 dated May 18, 2017 ("Agreement") between Transporter and Shipper is amended effective August 01, 2019 as follows:

Shipper has advised that this Agreement has been transferred from CNE Gas Supply, LLC to Exelon Generation Company, LLC. This Agreement is hereby amended to reflect such change.

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

EXECUTABLE DOCUMENTS NOT REQUIRED

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND EXELON GENERATION COMPANY, LLC (Shipper)

Contract No: 129666
Rate Schedule: FTS-1
Contract Date: May 18, 2017
Amendment Date: August 01, 2019

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: June 01, 2017	28774 RHINELANDER TO: October 31, 2021	350	0	0